



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

1. Call to Order

2. Approval of Minutes

-  Board of Directors Minutes Pg 4

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. Request for Proposal (RFP)

- i.  Authorization to Release a Request for Proposal (RFP) for Federal Lobbying Service Pg 14


B. Award Contracts

- i.  Authorization to Award Contract #16-C01 to James River Solutions for the Purchase of Dyed Ultra Low Sulfur Diesel Fuel Pg 16
- ii.  Authorization to Award Contract #16-C03 to Palmdale Oil Company for the Purchase of B-99 Biodiesel Fuel Pg 18
- iii.  Authorization to Award Contract #16-C02 to Mansfield Oil Company for the Purchase of 87 Octane Unleaded Gasoline Pg 20


C. Extension of Contracts










- i.  Authorization to Exercise the First Option Year of Contract #13-C13 with ARAMARK Uniform & Career Apparel, LLC for Employee Uniforms, Shop Supplies, and Floor Mats Pg 22
- ii.  Authorization to Extend Contract #10-C21 with MV Transportation, Inc. for NeighborLink Services Pg 23
- iii.  Authorization to Exercise the Second Option Year of Contract #12-C08 with Direct Media for Advertising Sales Pg 25
- iv.  Authorization to Exercise the First Option Year of State Lobbying Services Contracts #13-C14(A), #13-14(B), #13-14(C), and #13-14(D) Pg 27

D. Miscellaneous
















- i.  Authorization to Enter into a Late Evening-Weekend Service Agreement with the University of Central Florida (UCF) Office of Student Involvement (OSI) Pg 29

-Attachments 



- ii.  Authorization to Modify Contract #13-C16 with Akerman LLP for General Counsel Legal Services Pg 50

- iii.  Authorization to Execute Renewal of Casualty Insurance Programs for FY2015/2016 Pg 51
- iv.  Ratification of Grant Application Submitted to the Florida Commission for the Transportation Disadvantaged for the FY2015-2016 Shirley Conroy Rural Area Capital Assistance Program Grant Pg 53
 - Attachments 
- v.  Authorization to Modify Contract #BDV 03 with the Florida Department of Transportation (FDOT) for the Road Ranger Assistance Program Pg 57
- vi.  Authorization to Auction Surplus Equipment & Obsolete Bus Parts Pg 59
- vii.  Authorization to Dispose of Items Accumulated Through the Lost and Found Process Pg 69
- viii.  Authorization to Amend the City of Kissimmee Lease Agreement for the Osceola Satellite Facility (OSF) Pg 72
- ix.  Authorization to Execute MetroPlan Orlando's FY2015-2016 Unified Planning Work Program (UPWP) Pass-Thru Funding Agreement Pg 74
 - Attachments 

6. Action Agenda

- A.  Amendment to LYNX' FY2015 Operating and Capital Budgets Pg 89
 - Attachments 
- B.  Authorization to Adopt Fiscal Year 2016 Operating and Capital Budgets Pg 103
 - Attachments 
- C.  Authorization to Enter into the FY2016 Service Funding Agreements with the Regional Funding Partners Pg 124
 - Attachments         
- D.  Authorization to Convert the Cigna Health Insurance Plan from Fully-Insured to Self-Insured Pg 296







7. Information Items

- A.  Notification of Settlement Agreement Notice of Settlement Provided to Board Pursuant to Administrative Rule 6 Pg 300
- B.  Parramore BRT Project Update Pg 301

8. Other Business

9. Monthly Reports

- A.  Monthly Financial Reports - July 31, 2015 Pg 303
 - Attachments 

B.	 LYNX American Recovery and Reinvestment Act Project Status Report	Pg 310
C.	 Ridership Report June 2015 (Final)	Pg 311
D.	 Planning and Development Report	Pg 321
E.	 Communications Report	Pg 324
F.	 Business Development Report	Pg 340
G.	 Monthly Employee Travel - August 2015	Pg 341

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 Benjamin Gonzalez at 455 N. Garland Ave, Orlando, FL 32801 (407) 254-6038, not later than three business days prior to the meeting. If hearing impaired, contact LYNX at (407) 423-0787(TDD).

LYNX BOARD OF DIRECTORS MEETING
TRANSCRIPTION OF AUDIO FILE

Date Recorded: 07/23/2015

Time: 1:00 P.M.

Transcribed On: 08/28/2015

Transcribed By: Monica Silverwood, RPR, CET
Court Reporter and Notary Public

1 PROCEEDINGS
 2 * * * * *
 3 (Meeting begins at 0:01:34 on counter of
 4 audio.)
 5 MAYOR JACOBS: All right. Let's call this
 6 meeting to order and I'd ask that we silence all
 7 cell phones while you're inside the chambers. I am
 8 on, correct? Mic is not on? I'm sorry. Is that
 9 better? Thank you. If you would silence all your
 10 cell phones while you're inside the chambers, I
 11 would appreciate it.
 12 We're going to call the meeting to order and
 13 ask the board members please rise as well as the
 14 audience to join us in the Pledge of Allegiance
 15 and, Commissioner Janer, would you lead us in the
 16 pledge?
 17 MS. JANER: Yes, thank you.
 18 (Pledge of Allegiance was recited.)
 19 MAYOR JACOBS: All right. Thank you. Let's
 20 begin with the minutes from the May 13th, 2015
 21 minute -- meeting. Are there any changes to the
 22 minutes? If not, is there a motion to approve the
 23 minutes?
 24 FEMALE SPEAKER: Move to approve.
 25 MALE SPEAKER: Second it.

1 would not suggest that we go forward with this at
 2 this point in time. But if there is any difference
 3 of opinion from the board? All right. Seeing
 4 none. Then we'll move on to public comments. The
 5 first speaker is Sabrina Otis. Is Ms. Otis with us
 6 here today? I believe Ms. Otis joined us in our
 7 Orange County Board of County Commission Chambers
 8 recently to express some concerns about cleanliness
 9 on our bus if I'm remembering right. Is that
 10 correct, Ms. Otis?
 11 MS. OTIS: Yes.
 12 MAYOR JACOBS: Welcome, ma'am. You have
 13 three minutes. I'm sorry. Thank you.
 14 MS. OTIS: No problem. So I'm just here to
 15 simply ask what's going on with who's cleaning the
 16 buses. The buses are disgusting and we're not
 17 talking in the evening. We're not talking in the
 18 afternoon. We're talking at 5 in the morning, when
 19 you first get on the bus.
 20 I don't want to smell liquor because I don't
 21 drink. I don't want to see the bugs because I
 22 didn't bring them and it's disgusting. And it
 23 starts your day -- you start off with a funky
 24 attitude once you encounter these things.
 25 And the other issue that I have with LYNX has

1 MAYOR JACOBS: Motion and a second. All in
 2 favor please say aye.
 3 (Indicating aye.)
 4 MAYOR JACOBS: Opposed? Motion carries
 5 unanimously.
 6 Next we'll entertain comments from members of
 7 the public. I've received several public comment
 8 cards. Let me first mention before I do call on
 9 the public that I recently received within the past
 10 week a letter from Congressman Mica and I believe
 11 that my fellow board members did as well about his
 12 suggestion that we look at privatization of LYNX
 13 and so I wanted to -- I know that, Commissioner
 14 Janer, I know that you all have taken a position in
 15 Osceola in this matter.
 16 MS. JANER: Yes. Thank you, Mayor Jacobs.
 17 We have in Osceola County, we have actually penned
 18 a letter to Congressman Mica that we are not
 19 supporting privatization at this time.
 20 MAYOR JACOBS: Thank you. And I just wanted
 21 to offer an opportunity if any board members had
 22 any comments. I think my comments to the public
 23 stand. I think that it's -- an idea that was
 24 certainly worthy of some consideration. In the
 25 future certain parts of LYNX may make sense but I

1 to do with the bus stops. There is no lights,
 2 there is no shelters at many of the stops. I would
 3 like to know when you all will be placing one of
 4 the two. We could do a light because some of your
 5 drivers are rude and they like to say that my
 6 complexion is too dark in the morning to be seen at
 7 a bus stop. It's insulting. But if you guys had a
 8 light, then maybe he wouldn't be passing me up in
 9 the morning. So these are some of my concerns and
 10 some of my agitations and I would like them
 11 addressed at some point because with you guys
 12 having to get a new leader, I want somebody that's
 13 going to keep people in line.
 14 I'm all about protocol. And I know I'm a
 15 pain in the butt and Mr. Lewis can tell you I'm not
 16 a very nice person at times, but I get annoyed when
 17 you get on the bus and you have a driver passing
 18 somebody up. If you see an old lady walking and
 19 she's trying to get to you, why would you leave her
 20 on the side of the road. It's too hot.
 21 This is not, you know, the north where
 22 weather is only six degrees. You have 90 degree
 23 weather and you have people standing outside in the
 24 hot heat. So bugs, behavior of drivers, some
 25 lights and shelters. That's what I would like as a

1 passenger. Thank you.
 2 MAYOR JACOBS: Great. Thank you. And, Mr.
 3 Lewis, if you could let us know at the next meeting
 4 what is the protocol for the cleaning, who -- what
 5 contract is that under, how is that going and of
 6 course the issue of our shelters and bus shelters
 7 and accessibility as well as lighting as always an
 8 interesting concern. So any updates you can
 9 provide us in a timely fashion. If you're -- well,
 10 come to think of it, will you be at the next
 11 meeting?
 12 MR. LEWIS: Sure.
 13 MAYOR JACOBS: He will be. Well -- that
 14 remains to be seen.
 15 MR. LEWIS: That remains -- that depends on
 16 the board action today.
 17 MAYOR JACOBS: Yes, we hope you will be.
 18 MR. LEWIS: But one of the items and the
 19 mayor will certainly bring back our policies and
 20 procedures and schedule in regard to our bus
 21 cleaning, but in regard to Ms. Otis's suggestion of
 22 lighting at some of our stops.
 23 At our -- as you know, at our more urban
 24 stops we have lighting that is many times provided
 25 by the jurisdiction but a large number of our stops

1 you well and that's all my comments at the moment.
 2 Thank you --
 3 MAYOR JACOBS: Thank you --
 4 MR. RIVERA: -- for your time.
 5 MAYOR JACOBS: -- thank you for being here to
 6 share your opinion with us. We appreciate it very
 7 much. Thank you.
 8 Next we're going to hear from Scott Penvose.
 9 MR. PENVOSE: I'm not going to need to speak.
 10 MAYOR JACOBS: Okay. Waiving your time.
 11 Thank you so much, sir. John Booker. On behalf of
 12 Secretary Downs, welcome, sir.
 13 MR. BOOKER: Mayors, Commissioners, obviously
 14 by virtue of the empty chair next to you, Secretary
 15 Downs couldn't be here. She's at a Florida
 16 Transportation Commission meeting.
 17 Given the serious nature of today's meeting,
 18 she did want me to add a couple of remarks on
 19 behalf of the record. John, I want you to know,
 20 this is to you, John, I want you to know your
 21 decision to be closer to your family is
 22 understandable and admirable. Family is first and
 23 this is an opportunity you could not pass up.
 24 When you came to LYNX, the state and the
 25 nation were facing challenging financial times and

1 are in more suburban and even rural areas. We are
 2 in our capital plan for next year moving with a
 3 pilot program to have solar powered lighting in our
 4 more rural areas.
 5 MAYOR JACOBS: Perfect.
 6 MR. LEWIS: That will be included in our
 7 capital program and we will roll that out over the
 8 coming year.
 9 MAYOR JACOBS: Excellent. I was hoping that
 10 you were looking at that. That seems to be an
 11 ideal solution for that. Next we'll hear from --
 12 and where is the timer? Okay. Thank you.
 13 Next we'll hear from Ismael Rivera. Welcome,
 14 sir.
 15 MR. RIVERA: Welcome, Madam Chairwoman, board
 16 members. My name is Ismael Rivera, vice president
 17 of transportation from ATU Local 1596 and one of
 18 the issues I wanted to bring up is the
 19 privatization issue from John Mica.
 20 I did have a letter to present to you and the
 21 board but obviously no one supports it and that's
 22 what we wanted to speak on. Other than that, I had
 23 some operators behind us and we encourage and we
 24 support and thank you for that decision. And, Mr.
 25 John Lewis, who will be departing us soon, we wish

1 one of the things I will remember most is that
 2 under your stewardship LYNX's fare box recovery
 3 continued to be strong and LYNX's ridership
 4 increased to a record number. These are
 5 achievements I know you and every member of the
 6 board is -- is proud of and so on behalf of the
 7 Department of Transportation, Secretary Boxold,
 8 please know that your service to the area is most
 9 appreciated and we on behalf of the department wish
 10 you the very best.
 11 And as a side note as I was watching the
 12 montage, I noticed you in yellow lady shoes and I
 13 was wondering if those came from Secretary Downs
 14 because --
 15 MAYOR JACOBS: And will you be returning
 16 them?
 17 MR. BOOKER: Because she may want to know
 18 where you got those.
 19 MR. LEWIS: If I was smart I would have
 20 consulted Secretary Downs prior to choosing those.
 21 But as a part of mayor -- it was my board member
 22 Mayor Dyer who roped me into that exercise. It's a
 23 very worthy cause and any time that we can suffer
 24 on behalf -- walking, taking a walk a mile in their
 25 shoes, I'm all in. But I do wear those once a

1 year.
 2 MR. BOOKER: Good to know, and best of luck.
 3 MAYOR JACOBS: Thank you. And next we are
 4 going to hear from Joann. Joann.
 5 MS. JOANN: Yeah. We need Tony Fauver's
 6 (phonetic) bus service and train service too
 7 including weekends, holidays and nighttime. Okay?
 8 MAYOR JACOBS: Got it. Thank you.
 9 MS. JOANN: And then we need to get the bus
 10 over to Lower Ligner (phonetic) Road via Ligner
 11 High School and Country Club Road at Lake Mary via
 12 Lake Mary (indiscernible) too so that way I don't
 13 have to walk so much trying to go over to this
 14 place and you know and every day 24 hours in 7 days
 15 a week.
 16 And to close the gap on train so that no one
 17 don't have to be stranded or anything like that,
 18 having to ride the bus like that. Okay? And we
 19 need to get the -- I know you're going to get the
 20 bus onto Tonia (phonetic) Street at westbound and
 21 we need to have the bus at Central (indiscernible)
 22 church eastbound -- I mean westbound as well.
 23 Okay?
 24 MAYOR JACOBS: Okay.
 25 MS. JOANN: Wait a minute. We already got

1 MAYOR JACOBS: Thank you. Okay. Next item
 2 on the agenda we'll have a report from your chief
 3 executive officer John Lewis. Let me begin before
 4 I call Mr. Lewis by thanking him also for your
 5 service to LYNX and to this community. We are all
 6 going to miss you tremendously but as Mr. Booker
 7 said, it is hard to argue with the reasons for your
 8 decision and we certainly appreciate -- I know you
 9 have a teenage daughter and this will put you a lot
 10 closer to her and I can't take that away from
 11 anybody so we send you off with best wishes and a
 12 grateful community for the great work you've done
 13 for us.
 14 MR. LEWIS: Thank you very much, Madam Chair,
 15 board members. It is certainly a bittersweet
 16 decision for me. It's not some -- many times
 17 difficult to leave a job. It's very difficult to
 18 leave people and a community and I think that's the
 19 situation that I find myself in now, but with all
 20 of that thank you very much.
 21 Getting into the report for today, our
 22 financial statements, the board members will see in
 23 their agendas, going into the third quarter show
 24 the LYNX revenues continue to track ahead of
 25 expenses. Year-to-date advertising revenue is 10

1 westbound. Eastbound on Central (indiscernible) at
 2 46 -- on state route 46 at Central (indiscernible)
 3 church. You know that's on the map.
 4 MAYOR JACOBS: Okay.
 5 MS. JOANN: It's right next to the Martin
 6 Luther King's Boulevard. Because and we need a
 7 shelter on 434 as we get off the bus to go to this
 8 thing -- other bus here at 434 because we don't
 9 have nothing to sit on and I'm having to sit on a
 10 curb and my cousin Skip caught me doing it and I
 11 had to get that bench and the shelter so that the
 12 sun don't get to extreme.
 13 MAYOR JACOBS: Uh-hum.
 14 MS. JOANN: And we need this 45, every half
 15 hour, we need the 434, every half hour, don't
 16 forget the Sundays, holidays and we need to have a
 17 103 every half hour and 46 east and west every half
 18 hour too, including Sundays and holidays so that no
 19 one will be stranded. Okay? And we need this
 20 train on Saturdays, Sundays and holidays too and to
 21 close the gap on it so that no one be stranded.
 22 Thank you.
 23 MAYOR JACOBS: Thank you, Joann. Thank you
 24 for being here.
 25 MS. JOANN: Bye.

1 percent higher than budget estimates, operating
 2 expenses such as salaries and fringes are 7 percent
 3 lower than budget estimates and as a result of our
 4 fuel hedging program, we're 13 percent under budget
 5 year to date and good news, we've locked in 75
 6 percent of our fuel purchases for FY16 at \$1.81,
 7 thereby saving the agency and our funding partners
 8 over \$2 million in FY16 and reducing our hourly
 9 operating costs.
 10 Mayor, board members also know, Madam Chair,
 11 there's been some media questions over the last
 12 several weeks over LYNX's safety record and the
 13 manner in which we handle discipline as a result of
 14 those incidents. Board members and Madam Chair,
 15 you've asked us to take a top down look at our
 16 policies and procedures and benchmark those against
 17 industry standards.
 18 While our review is ongoing, I just wanted to
 19 give you some preliminary statistics on the
 20 agency's overall standards and records. And we
 21 will get back to you over -- at the next board
 22 meeting with the results of that review along with
 23 some recommendations for moving forward.
 24 But just as a little bit of a background,
 25 LYNX employees, just under 700 bus operators, that

1 in FY15 have traveled over 30 million miles in
2 central Florida roadways providing public transit
3 services.

4 In FY15 our passenger accidents per 100
5 thousand miles, which is an industry standard of
6 measurement was at .1. That's one passenger
7 accident per million miles just to put a little
8 context to that. During the same time period we
9 add collisions, we're at .5. That would be one
10 collision per 200,000 miles traveled. And
11 collisions are for things other than vehicles so
12 that's fixed objects, trees, sign posts, others,
13 we're at .2 and that would equal out to about one
14 collision for a half million miles traveled.

15 When you take those statistics and average
16 those out over the number of operators that we
17 employ, each operator will drive about 50,000 miles
18 each year. That would equate into one passenger
19 accident overall average per operator every 20
20 years, in one collision on average every four
21 years, and one other-than-vehicle collision every
22 ten years.

23 When we ranked those statistics against other
24 transit agencies of similar size to LYNX throughout
25 the United States, we find ourselves in the top

1 not only outperforms the national average in terms
2 of operating costs but also outperforms those
3 agencies that have privatized their transit
4 operations.

5 I know the board is considering and Osceola
6 County has made its recommendations on the issue
7 known, but just as some information and background
8 information as our funding partners and the board
9 continues their deliberation on that issue, I think
10 that will be helpful to you all.

11 On a lighter note, I'm pleased to announce
12 that LYNX has received the Distinguished Budget
13 Presentation Award from the Government Financial
14 Officer's Association. This award is the highest
15 form of recognition in government budgeting and I
16 would like to take a moment to congratulate Blanche
17 and all the finance team members on a job well
18 done.

19 (Applause.)

20 I will say that Lenny and Blanche and the
21 rest of the staff, this is one of the few times
22 that we allow them out of their cave during this
23 portion. They go into hiding generally from about
24 May to September. So congratulations, folks, thank
25 you.

1 three in terms of safety record. However, our goal
2 as I know your goal is perfection and we will
3 continue to work towards that and, again, we'll
4 report back to you to the board in next board
5 meeting with our final outcome and recommendations
6 on regard to that issue.

7 Next there has also been some discussion and,
8 Madam Chair, you brought up the correspondence that
9 many of you received from the Congressman in regard
10 to privatization of LYNX. As you know, LYNX is a
11 member of the National Transit Performance
12 Measurement Group and we regularly benchmark
13 ourselves against our peer agencies. At your
14 consoles you will find a listing of transit
15 agencies of like size and operation to LYNX and
16 their statistics as they have reported to the
17 Federal Transit Administration's national transit
18 database for operating costs.

19 Also highlighted in that information item are
20 those agencies that have been privatized and offer
21 their transit operation through a private
22 contractor. I want to highlight a couple of
23 things. First, you will notice that LYNX service
24 areas more than three times the average size served
25 by our sister agencies. Also you can see that LYNX

1 Also LYNX is working in partnership with OUC
2 to highlight sustainable forms of energy
3 utilization in line with our -- this is in line
4 with our move to compress natural gas. This
5 partnership with OUC will provide solar powered
6 charging stations at LYNX central station for
7 customer cell phones and PDAs and other electronic
8 communication devices. These charging stations
9 will be incorporated within art structures so will
10 provide a visually and visual enhancement to the
11 presentation at LYNX central station.

12 And then finally, Madam Chair, all next week
13 LYNX will be collecting nonperishable food items in
14 partnership with the Second Harvest food bank here
15 at LYNX central station. This was our marketing
16 team's idea of building on a very successful winter
17 campaign for assisting our community.

18 Next Tuesday from 11 a.m. to 2 p.m. we will
19 have a celebration out at LYNX central station, a
20 few food trucks, music and entertainment and we
21 encourage all who may attend to bring a
22 nonperishable food item to donate to Second
23 Harvest. That concludes my remarks for the
24 morning, Madam Chair.

25 MAYOR JACOBS: Thank you, so much. Any

1 questions from board members? All right. Thank
 2 you. We'll move on to the consent agenda. Is
 3 there any discussion on any of the consent agendas
 4 that need to be (indiscernible) at this time.
 5 Hearing none.
 6 MR. LEWIS: Madam chair, there is one item
 7 that we have blue sheeted on the consent agenda.
 8 That item, consent agenda item 5D8, will be moved
 9 to the consent agenda 5D13. It is in regard to the
 10 authorization modifier contract with Balfour Beatty
 11 Construction for the Parramore BRT LYMMO expansion
 12 project and we went over that in the oversight
 13 committee.
 14 MAYOR JACOBS: Thank you, Mr. Lewis. With
 15 that one change is there a motion to approve the
 16 consent agenda?
 17 MALE SPEAKER: I'll move it less the --
 18 MALE SPEAKER: I move we approve the consent
 19 agenda 5A through D13.
 20 MALE SPEAKER: Second.
 21 MAYOR JACOBS: Motion and a second. All in
 22 favor please say aye.
 23 (Indicating aye.)
 24 MAYOR JACOBS: Opposed? Motion carries with
 25 all members present voting in the affirmative.

1 to complete their process and once that is
 2 completed, they'll begin to focus on LYNX.
 3 MAYOR JACOBS: Thank you. Any questions? Is
 4 there a motion to approve?
 5 MALE SPEAKER: Move the item.
 6 MALE SPEAKER: Second.
 7 MAYOR JACOBS: Motion and a second. All in
 8 favor please say aye.
 9 (Indicating aye.)
 10 MAYOR JACOBS: Opposed? Motion carries with
 11 all members present voting in the affirmative. And
 12 Ms. Sherman, do you want to take us through item
 13 6B.
 14 MS. SHERMAN: Yes. The next item is -- is a
 15 related item, it's the feeder service for the
 16 SunRail service that we currently have in the phase
 17 one and we want to extend that for another year
 18 through September 30th so that we can continue to
 19 provide that feeder service and coordinate with
 20 FDOT to make it a lot better.
 21 MAYOR JACOBS: Thank you. Any questions? If
 22 not, is there a motion to approve?
 23 FEMALE SPEAKER: Motion to approve.
 24 MAYOR JACOBS: Motion and a second.
 25 MALE SPEAKER: Second.

1 Mayor Dyer, did you have a comment or a
 2 question.
 3 MR. DYER: No. I was just going to make a
 4 motion.
 5 MAYOR JACOBS: Thank you, sir. We'll move on
 6 to the action agenda. We're on item 6A,
 7 authorization to extend an interlocal agreement
 8 with the Florida Department of Transportation and
 9 Blanche Sherman, director of finance, again,
 10 congratulations on the great award that you just
 11 won for your budgeting presentation. We appreciate
 12 that and we're very proud of you and the entire
 13 team. And now you want to walk us through the
 14 request.
 15 MS. SHERMAN: Yes, thank you very much, Madam
 16 Chair, members of the board. Just to give you a
 17 brief overview of the action item you have before
 18 you to extend the interlocal agreements between
 19 LYNX and FDOT for the SunRail ticketing system, the
 20 development of the back office and the cost
 21 sharing.
 22 The current agreement expires August 31st.
 23 We want to extend that for another year from
 24 September 1st to 2016. As you know our Xerox
 25 company has been focusing primarily on FDOT to try

1 MAYOR JACOBS: Second. Thank you. All in
 2 favor please say aye.
 3 (Indicating aye.)
 4 MAYOR JACOBS: Opposed? Motion carries with
 5 all members present voting in the affirmative.
 6 Thank you, Ms. Sherman.
 7 MS. SHERMAN: Thank you.
 8 MAYOR JACOBS: The next item, item 6C we're
 9 going to hear from Ms. Andrea Ostro --
 10 MS. OSTRODKA: Ostrodka.
 11 MAYOR JACOBS: Ostrodka. I'm going to get
 12 it. You just stay with me on this one -- director
 13 of planning and development to make the
 14 presentation. Thank you, Ms. Ostrodka.
 15 MS. OSTRODKA: Good job. Thank you. Good
 16 afternoon, members of the board. Staff is
 17 requesting your authorization to implement the
 18 proposed service changes to go into effect on
 19 August 23rd, 2015.
 20 These are primarily minor service changes to
 21 better match the operating schedule with the
 22 printed schedule so our customers have a reliable
 23 schedule to go by. We're also going to be
 24 introducing two new routes serving Medical City,
 25 one coming from the south in Kissimmee and one

1 coming from downtown Orlando.
2 MAYOR JACOBS: Very good. Any questions? Is
3 there a motion to approve?
4 MALE SPEAKER: So moved.
5 MALE SPEAKER: Second.
6 MAYOR JACOBS: Motion and a second. All in
7 favor please say aye.
8 (Indicating aye.)
9 MAYOR JACOBS: Opposed? Motion carries with
10 all members voting in the affirmative. Ms.
11 Ostrodka, we are on 6D. Thank you.
12 MS. OSTRODKA: Thank you. For this item we
13 are requesting the board's authorization to
14 initiate the public outreach activities for the
15 fiscal '16 service changes, all three of those that
16 will happen over the course of the fiscal year.
17 MAYOR JACOBS: Thank you. Is there a motion
18 to approve?
19 FEMALE SPEAKER: Move to approve.
20 MAYOR JACOBS: Motion, second?
21 MALE SPEAKER: Second.
22 MAYOR JACOBS: All in favor please say aye.
23 (Indicating aye.)
24 MAYOR JACOBS: Opposed? Motion carries with
25 all members present voting in the affirmative.

1 like authorization to enter into negotiations with
2 ATU Local 1596 to renew their contract. It expires
3 September 30th and this is a full renewal of the
4 contract, it will be a full negotiation.
5 MAYOR JACOBS: Thank you. Is there a motion
6 to approve?
7 FEMALE SPEAKER: Move to approve.
8 MALE SPEAKER: Second.
9 MAYOR JACOBS: Motion and a second. All in
10 favor please say aye.
11 (Indicating aye.)
12 MAYOR JACOBS: Opposed? Motion carries with
13 all members present voting in the affirmative. Ms.
14 Black.
15 MS. BLACK: Likewise we are asking the
16 authorization to enter negotiations with ATU Local
17 1749, our supervisor's union. Their full
18 negotiated contract was completed last year and
19 this will be the first wage reopener.
20 MAYOR JACOBS: Okay.
21 FEMALE SPEAKER: Move for approval.
22 MAYOR JACOBS: Motion. And a second.
23 MALE SPEAKER: Second.
24 MAYOR JACOBS: All in favor please say aye.
25 (Indicating aye.)

1 Thank you, Ms. Ostrodka.
2 Next we're going to hear from Ms. Black,
3 Susan Black, general manager, to make a
4 presentation regarding the authorization to
5 increase LYNX excess automobile liability insurance
6 premiums. Welcome. Thank you.
7 MS. BLACK: Thank you very much. In July of
8 2014 an inventory was presented for the automobile
9 coverage for the October renewal and about a month
10 ago an audit was done on our automobiles and we
11 need to add ten more automobiles to be covered
12 under the insurance and so that's -- the request is
13 that the premium be allowed to be paid.
14 MAYOR JACOBS: Thank you. Is there a motion
15 to approve?
16 MALE SPEAKER: So moved.
17 MAYOR JACOBS: Motion -- second.
18 MALE SPEAKER: Second.
19 MAYOR JACOBS: All in favor please say aye.
20 (Indicating aye.)
21 MAYOR JACOBS: Opposed? Motion carries with
22 all members present voting in the affirmative. Ms.
23 Black, if you could walk us through request 6F.
24 MS. BLACK: Thank you very much. This is --
25 sorry. As a matter of standard procedure, we would

1 MAYOR JACOBS: Opposed? All members present
2 voting in the affirmative. Thank you very much,
3 Ms. Black.
4 And now we're going to move on to the last
5 item under our action items. And this is seeking
6 board direction for all matters related to the
7 transition to a new chief executive officer. We're
8 going to call on Mr. Pat Christiansen, LYNX
9 general counsel, to lead this discussion. Mr.
10 Christiansen, welcome and thank you for being here.
11 MR. CHRISTIANSEN: Thank you, Madam Chairman,
12 board members. I would like to bring up three
13 things for you to consider today. One of which is
14 the status of Mr. Lewis's contract -- okay,
15 sorry -- the selection of an interim or acting
16 executive director and then the search process.
17 With respect to Mr. Lewis's contract, believe
18 it or not five years has gone fairly quickly.
19 MAYOR JACOBS: Gee, yeah.
20 MR. CHRISTIANSEN: And there is a contract
21 that LYNX has with Mr. Lewis. It's an annual one
22 every fiscal year but it also has a right for John
23 to resign on 90 days' notice. And so what John is
24 asking is for a termination agreement to be entered
25 into effective August 31 and in connection with

1 that John would also be paid in accordance with
2 LYNX policy unused vacation time and unused sick
3 leave. For your information, this is the same
4 process that was followed five years ago when Linda
5 Watson left and the same form of termination
6 agreement that would be used.
7 So what I'm looking for is the approval of a
8 motion to authorize the chairman to enter into a
9 termination agreement with Mr. Lewis for the
10 termination of his employment agreement as of
11 August 31, 2015 and the payment of normal unused
12 vacation and sick leave pay in accordance with LYNX
13 standard policies.
14 MAYOR JACOBS: Thank you, Mr. Christiansen.
15 Let's take up the first item, are there any
16 comments or questions at this time? Is there a
17 motion to approve?
18 MALE SPEAKER: Move the recommendation.
19 MAYOR JACOBS: Thank you, Mayor. Is there a
20 second?
21 FEMALE SPEAKER: Second.
22 MAYOR JACOBS: Motion and a second. All in
23 favor please say aye.
24 (Indicating aye.)
25 MAYOR JACOBS: Opposed? Motion carries with

1 questions? Seeing none, is there a motion to
2 approve?
3 FEMALE SPEAKER: Motion to approve.
4 MAYOR JACOBS: Is there a second?
5 MALE SPEAKER: Second.
6 MAYOR JACOBS: I'll second -- three seconds.
7 All in favor please say aye.
8 (Indicating aye.)
9 MAYOR JACOBS: Opposed? Motion carries
10 unanimously. Ms. Black, you'll -- I trust you're
11 accepting that responsibility. Thank you so much.
12 Thank you. And we look forward to your leadership
13 in this process and we thank you for taking on the
14 additional responsibility.
15 MS. BLACK: Thank you.
16 MALE SPEAKER: Madam Chair, I'm assuming
17 within that motion was the recommendation that Pat
18 made relative to you negotiating a salary increase
19 for that --
20 MAYOR JACOBS: Yes.
21 MALE SPEAKER: -- interim time period.
22 MR. CHRISTIANSEN: That's right.
23 MAYOR JACOBS: Who made the motion? Ms.
24 Janer, did you make the motion, was that your
25 intent?

1 all members present voting in the affirmative.
2 Mr. Christiansen.
3 MR. CHRISTIANSEN: Thank you, Madam Chair,
4 before I turn this over to John for a
5 recommendation, what was done five years ago when
6 Linda Watson left was a selection of an acting
7 executive director that would take that position
8 until a permanent executive director was elected.
9 At the time -- was selected -- at the time it was
10 done, authorization was further given to the
11 chairman to negotiate a salary adjustment and
12 his -- then his discretion with respect to that,
13 after which time when a permanent ED was hired then
14 they would go back to their previous salary. So
15 with that let me just turn this over to John for a
16 recommendation.
17 MAYOR JACOBS: Thank you, Mr. Christiansen.
18 Mr. Lewis.
19 MR. LEWIS: Thank you, Madam Chair. I think
20 for the intervening time until the board makes a
21 decision on the new chief executive officer, I
22 think it would behoove the agency to move forward
23 with our general manager Susan Black taking the
24 realm until that decision is made.
25 MAYOR JACOBS: Thank you. Any comments or

1 MS. JANER: Yeah, that was -- yes. That was
2 part of the motion.
3 MAYOR JACOBS: Yes. Thank you. Yes. Thank
4 you. And the last item.
5 MR. CHRISTIANSEN: Okay. The last item and
6 the more interesting item is how we go about
7 fulfilling the position of the CEO here, and let me
8 just digress and give you a little bit of history,
9 although I have sent all the board members
10 materials as it was done the last time, and to give
11 you a little more information I've been involved in
12 three of these.
13 The one -- the earliest one is where LYNX
14 staff did it themselves, advertised with APTA and,
15 frankly, that's not the way to go. The next time
16 and the last time we went ahead and the board
17 authorized the chairman to undertake the process of
18 selecting in conjunction with general counsel a
19 search firm and to go through that process and then
20 to bring back to the board five or six members to
21 be interviewed and for the board then to make the
22 final selection.
23 The time before the last one, you may recall,
24 that resulted in Linda Watson being selected and
25 the last time you may recall John Lewis was

1 selected. So the process that's being recommended
2 is for the board to authorize the chairman to
3 undertake that process in connection with general
4 counsel and what that really means is that we would
5 solicit proposals from a variety of national search
6 firms who specialize in this particular position
7 for transportation agencies. You know, those would
8 be submitted to the chairman, they would be
9 reviewed and a selection made on the basis of what
10 LYNX thought would be best for LYNX. A contract
11 would be negotiated and then the process would
12 really start.

13 Part of the process would then be for LYNX to
14 establish a profile to give to the search firm that
15 they could use to determine the type of person that
16 LYNX would want. In the materials that I sent out
17 to you, I sent the profile out that we used last
18 time.

19 This time we would send that to the board
20 members asking for comments and -- so we got an
21 agreed upon profile that we could use. The process
22 would take -- typically take two to three months
23 and the search firm would then have the profile, no
24 out -- go out and get persons who would be
25 interested.

1 MR. CHRISTIANSEN: Sure.
2 MAYOR JACOBS: -- I would suggest it could be
3 a very high level staff person that might sit on
4 that selection committee to shortlist that -- that
5 would just be an idea that I think might provide a
6 little bit more input from all the jurisdictions.

7 MALE SPEAKER: I like that idea.

8 MAYOR JACOBS: Okay. Is there a motion for
9 recommendation --

10 MALE SPEAKER: So I would move that we give
11 the authority to the chair and the general counsel
12 to select a search firm and I would also as part of
13 that say a search firm as Pat stated that has
14 expertise in the selection of transportation
15 executives and not just a generalist firm and a
16 shortlist be brought back to a committee that has
17 one member selected from each jurisdiction and the
18 FDOT to shortlist and then bring back to us.

19 MAYOR JACOBS: Wonderful. Is there a second?

20 FEMALE SPEAKER: Second.

21 MAYOR JACOBS: Motion and a second. All in
22 favor please say aye.

23 (Indicating aye.)

24 MAYOR JACOBS: Opposed? Motion carries with
25 all members present in the affirmative.

1 They would typically come back with 15 to 20
2 individuals at the first stage. And those would be
3 reviewed by the chairman and by me and we would in
4 conjunction with the search firm determine who best
5 meets or how many of the six or seven best meets
6 LYNX's needs and then those individuals would be
7 asked to come back and come to town for an
8 interview and if need be a further interview would
9 be done as we did last time. And that would take
10 about two to three months. And in that -- in that
11 process we would negotiate other provisions of the
12 employment as we did last time.

13 So if we want to go the way we did last time,
14 the motion would be to authorize the chairman in
15 conjunction with general counsel to initiate the
16 process and for final persons selected, five or
17 six, to be brought back to the board for interviews
18 and determination with the board making the final
19 decision.

20 MAYOR JACOBS: May I suggest an alternative
21 that could also be in terms of shortlisting that
22 original selection would be to form a committee to
23 work on the shortlisting, which could include a
24 representative from each of the jurisdictions.
25 Potentially --

1 MR. CHRISTIANSEN: Thank you very much.

2 MAYOR JACOBS: Thank you very much, Mr.
3 Christiansen, and thank you for the work you're
4 about to do on our behalf in this extremely
5 important process and I know, Commissioner Henley,
6 you've been through this and I know, Mayor Dyer,
7 you've been through this, you've probably both been
8 through this multiple times now, unfortunately, but
9 five years did go by very, very fast.

10 There are a number of items under
11 informational items and they're here just for
12 review.

13 MALE SPEAKER: Madam Chair, I think we --
14 didn't we pull the one for the Balfour Beatty
15 contract we need to act on?

16 MALE SPEAKER: That was pulled. It was
17 redesignated from -- one area of the consent agenda
18 to the end of the consent agenda.

19 MALE SPEAKER: So it was just moved on the
20 consent agenda. Okay.

21 MALE SPEAKER: It was just moved.

22 MAYOR JACOBS: Yeah, it was just relocated I
23 think within the consent agenda. Any other
24 business to come before the board?

25 MR. LEWIS: Madam Chair, if I could, I just

1 want to -- you mentioned the informational items,
 2 if I could just mention for the record that we
 3 received those two unsolicited proposals, one in
 4 regard to fare medium, mobile ticketing, that we
 5 are under evaluation. The second item is a new
 6 proposal that group is proposing to acquire land
 7 and build a satellite operational facilities to
 8 LYNX specifications that is also under review. We
 9 are under a very preliminary stages of that but I
 10 wanted to formally notify the board that staff has
 11 begun work on that.
 12 MAYOR JACOBS: Thank you. Let me mention, we
 13 also have scheduled a board workshop, I believe on
 14 August 17th, is that the correct date?
 15 MR. LEWIS: That's correct.
 16 MAYOR JACOBS: And I wanted to solicit input
 17 from the board members about that meeting, and if
 18 we keep the meeting, what you would like to
 19 accomplish. I thought given the fact we have a new
 20 executive director that we will be hiring that
 21 perhaps some discussion about roles and
 22 responsibilities of LYNX moving forward, the
 23 relationship between LYNX and SunRail and how that
 24 might evolve over time could be a topic of
 25 conversation.

1 MR. HENLEY: Yeah.
 2 MAYOR JACOBS: Okay.
 3 MALE SPEAKER: Well, I can defer workshop and
 4 maybe we do it after we get a new executive
 5 director.
 6 MAYOR JACOBS: Okay. All right. Then unless
 7 I hear anything different in the next 24 hours
 8 we're going to cancel the workshop. If any second
 9 thoughts and anything comes to mind, and as I say
 10 by the end of the week that you think is important
 11 to be discussed, please do contact that to Mr.
 12 Lewis and we'll hold the date until the week ends
 13 and if not we'll release it and let everybody move
 14 on to other pressing issues.
 15 No further business to come before the board,
 16 the meeting is now adjourned. Thank you.
 17 (End of audio.)
 18
 19
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 25

1 Again, if the calendars are extremely busy
 2 and you don't feel this is a necessary workshop we
 3 don't need to have it, but I wanted to solicit some
 4 input about the value of having it and any other
 5 items that board members might wish to discuss.
 6 Mayor Dyer, any thoughts?
 7 MR. DYER: I really hadn't given it much
 8 thought to this point.
 9 MAYOR JACOBS: Okay.
 10 MR. DYER: I think it wouldn't be bad to have
 11 some form of workshop and even talk about at that
 12 point what we want in an executive director. And
 13 we haven't had a planning session in a while so I
 14 think it probably has some merit if it's structured
 15 a little bit.
 16 MAYOR JACOBS: Okay. Very good.
 17 Commissioner Janer.
 18 MS. JANER: Yeah, I -- now, with the
 19 formation of this committee that's going to help in
 20 the selection and narrowing down the candidates,
 21 perhaps it would not necessitate the workshop
 22 unless we had any other business that we need to
 23 discuss for that day.
 24 MAYOR JACOBS: Mr. Henley, go could either
 25 way?

1 CERTIFICATE OF TRANSCRIPTION
 2 STATE OF OHIO:
 3 COUNTY OF GREENE:
 4 I, Monica Silverwood, RPR, CET, Court Reporter and
 5 Notary Public, certify that I was authorized to and did
 6 transcribe the audio that was provided to me and that the
 7 foregoing Pages 2 through 36, inclusive, are a true and
 8 complete record of said audio to the best of my ability.
 9 I further certify that I am not a relative or
 10 employee of any of the parties, nor am I a relative or
 11 counsel connected with the parties' attorneys or counsel
 12 connected with the action, nor am I financially
 13 interested in the outcome of the action.
 14 DATED this 28th day of August, 2015.
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Monica Silverwood
 Monica Silverwood, RPR, CET
 Court Reporter and Notary Public



Consent Agenda Item #5.A. i

To: LYNX Board of Directors

From: Tiffany Homler
DIRECTOR OF GOVT AFFAIRS
Tiffany Homler
(Technical Contact)

Phone: 407.841.2279 ext: 6064

Item Name: Request for Proposal (RFP)
Authorization to Release a Request for Proposal (RFP) for Federal
Lobbying Services

Date: 9/11/2015

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to release a Request for Proposal (RFP) for federal lobbying services.

BACKGROUND:

In February 2011, LYNX released an RFP for federal lobbying services. Akerman, LLP was the successful respondent and awarded a contract in April 2011. The contract was for an initial term of three (3) years with two (2) one-year options, subject to Board approval and annual funding availability.

Staff believes it is desirable to continue to contract for federal lobbying services to ensure that LYNX is assisted in efforts regarding transportation legislation and appropriations affecting Central Florida and LYNX directly and indirectly.

The proposal timeline for the RFP process is as follows:

- Release RFP September 2015
- Response due October/November 2015
- SEC Evaluation in December 2015
- Authorization to Award January 2016
- Effective date April 1, 2016

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

This procurement is not funded with DOT assisted dollars, therefore, no goal for DBE participation was assessed on this contract. LYNX encourages prime contractors to provide contract opportunities to small businesses firms.

FISCAL IMPACT:

LYNX staff included \$100,000 in the FY2016 Proposed Operating Budget for federal lobbying services. The projected FY2015 expenses are \$100,000.

Consent Agenda Item #5.B. i

To: LYNX Board of Directors

From: Blanche Sherman
DIRECTOR OF FINANCE
Patricia Bryant
(Technical Contact)

Phone: 407.841.2279 ext: 6100

Item Name: Award Contracts
Authorization to Award Contract #16-C01 to James River Solutions for the Purchase of Dyed Ultra Low Sulfur Diesel Fuel

Date: 9/11/2015

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to award Contract #16-C01 to James River Solutions to provide dyed ultra low sulfur diesel fuel. The term of the contract is for a one year period beginning October 1, 2015 through September 30, 2016.

BACKGROUND:

The current Contract expires on September 30, 2015. An Invitation for Bid (IFB) was issued on July 15, 2015 and responses were due on August 13, 2015. The bid required suppliers to provide a fixed fee cost per gallon known as an "Adder Fee" to deliver the fuel. The "Adder Fee" is added to the cost of the fuel. The fuel cost is set based on the daily rack average of U.S. Gulf Coast Platts (USGC) index. Other charges include a standard freight rate per gallon, plus a fixed pump off fee for above ground tanks as required.

The following bids were received:

Mansfield Oil	\$.1753
Petroleum Traders Corp.	\$.2287
Palmdale Oil	\$.1957
RKA Petroleum	\$.2073
James River Solutions	\$.1575
Great Lakes Petroleum Co.	\$.1740
Global Montello Group	\$.2964
Atlas Oil Company	\$.2025
Indigo Energy Partners	\$.1931

LYNX Board Agenda

The lowest responsive and responsible bidder is James River Solutions.

FISCAL IMPACT:

LYNX staff included \$6,434,711 in the FY2016 Proposed Operating Budget to support the purchase of dyed ultra low sulfur diesel fuel. The estimated FY2015 expense for ultra low sulfur diesel fuel is \$7,260,267.

Description	FY15 Estimated Expense	FY16 Proposed Budget	Variance
Dyed Ultra Low Sulfur Diesel	\$7,260,267	\$6,434,711	(\$825,556)
B-99 Bio-Diesel	1,423,059	2,591,688	1,168,629
Total	\$8,683,326	\$9,026,399	\$343,073

Consent Agenda Item #5.B. ii

To: LYNX Board of Directors

From: Blanche Sherman
DIRECTOR OF FINANCE
Patricia Bryant
(Technical Contact)

Phone: 407.841.2279 ext: 6100

Item Name: Award Contracts
Authorization to Award Contract #16-C03 to Palmdale Oil Company for
the Purchase of B-99 Biodiesel Fuel

Date: 9/11/2015

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to award Contract #16-C03 to Palmdale Oil Company to provide B-99 biodiesel fuel for the period of October 1, 2015 through September 30, 2016 at the Oil Price Information Services (OPIS) daily average price.

BACKGROUND:

Contract #15-C01 with the Glover Oil Company expires on September 30, 2015. On July 15, 2015, LYNX Procurement staff issued an Invitation for Bid (IFB) for B-99 biodiesel fuel. Sealed bids were due back on August 13, 2015. The bid requested suppliers to provide a fixed fee price per gallon (excluding cost of the fuel) using the OPIS daily average. The fixed fee cost includes the cost to deliver the fuel and profit.

The following bids were received:

	<u>Fixed Fee / Gallon</u>	<u>Pump Off Fee**</u>
Glover Oil	-.1100	\$0
Palmdale Oil	-.1638	\$40
Mansfield Oil	-.0310	\$45

The lowest responsive and responsible vendor is Palmdale Oil Company.

The vendor will coordinate price changes, if required, on a quarterly basis due to the fluctuations in biodiesel feed stock's commodity pricing. The unit markup includes all tax credits associated with IRS Notice 2008-100.

** LYNX will only incur the pump off fee in the event the pumps on the above ground tanks at the LYNX Operations Center fail and the Contractor must use their pump to off load the fuel.

FISCAL IMPACT:

LYNX staff included \$2,591,688 in the FY2016 Proposed Operating Budget to support the purchase of B-99 biodiesel fuel. The estimated FY2015 expense for the purchase of B-99 biodiesel fuel is \$1,423,059.

Description	FY15 Estimated Expense	FY16 Proposed Budget	Variance
Dyed Ultra Low Sulfur Diesel	\$7,260,267	\$6,434,711	(\$825,556)
B-99 Bio-Diesel	1,423,059	2,591,688	1,168,629
Total	\$8,683,326	\$9,026,399	\$343,073

Consent Agenda Item #5.B. iii

To: LYNX Board of Directors

From: Blanche Sherman
DIRECTOR OF FINANCE
Patricia Bryant
(Technical Contact)

Phone: 407.841.2279 ext: 6100

Item Name: Award Contracts
Authorization to Award Contract #16-C02 to Mansfield Oil Company for
the Purchase of 87 Octane Unleaded Gasoline

Date: 9/11/2015

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to award Contract #16-C02 to Mansfield Oil Company to provide 87 octane unleaded gasoline. The term of the contract is for a one year period beginning October 1, 2015 through September 30, 2016.

BACKGROUND:

The 87 octane unleaded gasoline is used to fuel LYNX staff vehicles and is also supplied to MV Transportation to provide Paratransit and Flex services for LYNX.

The current Contract expires on September 30, 2015. An Invitation for Bid (IFB) was issued on July 15, 2015 and responses were due on August 13, 2015. The bid required suppliers to provide a fixed fee cost per gallon known as an "Adder Fee" to deliver the fuel. The "Adder Fee" is added to the cost of the fuel. The fuel cost is set based on the daily rack average of U.S. Gulf Coast Platts (USGC) index. Other charges include a standard freight rate per gallon, plus a fixed pump off fee for above ground tanks as required.

The following bids were received:

James River Solutions	\$.1240
Petroleum Traders	\$.1788
Mansfield Oil	\$.0912
RKA Petroleum	\$.1871
Palmdale Oil	\$.2013
Great Lakes Petroleum Co.	\$.1140
Global Montello Group	\$.1319

LYNX Board Agenda

Indigo Energy Partners \$.1518

The lowest responsive and responsible bidder is Mansfield Oil Company.

FISCAL IMPACT:

LYNX staff included \$3,098,803 in the FY2016 Proposed Operating Budget to support the purchase of 87 octane unleaded gasoline. The estimated FY2015 expense for unleaded gasoline is \$2,873,685.

Consent Agenda Item #5.C. i

To: LYNX Board of Directors

From: Tangee Mobley
DIR OF TRANSPORTATION & MAINT
Tangee Mobley
(Technical Contact)

Phone: 407.841.2279 ext: 6036

Item Name: Extension of Contracts
Authorization to Exercise the First Option Year of Contract #13-C13 with ARAMARK Uniform & Career Apparel, LLC for Employee Uniforms, Shop Supplies, and Floor Mats

Date: 9/11/2015

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to exercise the first option year of Contract #13-C13 with ARAMARK Uniform & Career Apparel, LLC for the rental and cleaning of employee uniforms, shop supplies and floor mats.

BACKGROUND:

LYNX is required to provide a weekly supply of laundered uniforms under labor agreements with Maintenance Supervisors and bargaining unit Maintenance employees. Additionally, LYNX furnishes administrative employees working in the Material Control and Revenue Collection areas with a weekly supply of laundered uniforms.

On January 31, 2013, the Board of Directors authorized LYNX to "piggyback" the Osceola County Public School District contract with ARAMARK Uniform & Career Apparel, LLC. The terms of the contract were three (3) years with 2 one-year options. This is the first option year.

FISCAL IMPACT:

LYNX staff included \$74,570 in the FY2016 Proposed Operating Budget for uniform rental and laundering and Maintenance materials and supplies. The projected FY2015 expenses for these services are \$102,855.

Consent Agenda Item #5.C. ii

To: LYNX Board of Directors

From: Tangee Mobley
DIR OF TRANSPORTATION & MAINT
Mike May
(Technical Contact)

Phone: 407.841.2279 ext: 6036

Item Name: Extension of Contracts
Authorization to Extend Contract #10-C21 with MV Transportation, Inc.
for NeighborLink Services

Date: 9/11/2015

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to extend Contract #10-C21 with MV Transportation, Inc., for NeighborLink services until September 30, 2016.

BACKGROUND:

MV Transportation has been the provider of NeighborLink services for LYNX since its inception as a demonstration project in South Poinciana in 2007. During the demonstration project the service proved to be a successful mode and additional routes were implemented.

As such, in January 2010, MV Transportation was awarded Contract #10-C21 to continue the NeighborLink services at the expanded level. The types of services provided through this contract include Point Deviation Flex Services and Route Deviation Flex Services.

At the January 28, 2015 meeting, the Board authorized a contract extension to MV Transportation until September 30, 2015 in order for LYNX to proceed with the standard procurement process for these contracted transportation services. At the March 27, 2015 meeting, the Board of Directors authorized staff to release a Request for Proposal (RFP) for NeighborLink Services and the resulting RFP was released on June 17, 2015.

Staff is currently working with General Counsel to develop a standard 'continuity of service' contract provision to streamline future provider transitions while minimizing impact to LYNX customers.

LYNX Board Agenda

FISCAL IMPACT:

LYNX staff included \$1,930,387 in the FY2016 Proposed Operating Budget for NeighborLink purchased transportation services. The projected FY2015 expenses are \$1,599,735.

Consent Agenda Item #5.C. iii

To: LYNX Board of Directors

From: **Matthew Friedman**
 DIRECTOR OF MARKETING COMM
Matthew Friedman
 (Technical Contact)
Cindy Zuzunaga
 (Technical Contact)

Phone: 407.841.2279 ext: 6206

Item Name: **Extension of Contracts**
Authorization to Exercise the Second Option Year of Contract #12-C08 with Direct Media for Advertising Sales

Date: 9/11/2015

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to exercise the second option year of Contract #12-C08 with Direct Media, Inc. for advertising sales services effective January 1, 2016.

BACKGROUND:

On January 1, 2012, LYNX entered into a three-year contract #12-C08 with Direct Media Incorporated, to provide advertising sales. Direct Media has surpassed the minimum annual revenue guarantee each year under the initial three-year term of the contract and first option year.

The chart below reflects actual revenues by contract year for years one through three, with estimated revenue for contract year four. Each contract year covers the period January through December. Advertising revenue estimates for the balance of our current contract year that ends December 2015 are based on advertising sales to date.

Contract Year	Guarantee	Actual / Estimate for Year 4
Year 1	\$750,000	\$1,145,843
Year 2	\$ 1,000,000	\$1,816,928
Year 3	\$ 1,100,000	\$1,826,858
Year 4	\$ 1,200,000	\$2,296,000
Year 5	\$ 1,300,000	N/A

LYNX Board Agenda

FISCAL IMPACT:

LYNX staff included \$2,050,000 in the FY2016 Proposed Operating Budget for advertising on buses revenue. The FY2015 estimated revenue was \$2,147,200 for advertising.

Consent Agenda Item #5.C. iv

To: LYNX Board of Directors

From: Tiffany Homler
DIRECTOR OF GOVT AFFAIRS
Tiffany Homler
(Technical Contact)

Phone: 407.841.2279 ext: 6064

Item Name: Extension of Contracts
Authorization to Exercise the First Option Year of State Lobbying Services
Contracts #13-C14(A), #13-14(B), #13-14(C), and #13-14(D)

Date: 9/11/2015

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to execute the first option year of state lobbying services Contracts #13-C14(A), #13-14(B), #13-14(C), and #13-14(D).

BACKGROUND:

On May 24, 2012, the Governing Board approved the authorization to issue an RFP for State Lobbying Services covering a three (3) year base period with two (2) one-year options.

On November 8, 2012, the Board approved the award of the following Contracts:

1. #13-C14(A), JEJ & Associates, Inc.
2. #13-14(B), William J. Peebles, P.A. (now known as Peebles & Smith)
3. #13-14(C), Southern Strategy Group of Orlando
4. #13-14(D), Gray Robinson, P.A.

Staff is now requesting authorization to execute the first option year. Once exercised, the Contract will expire on September 30, 2016. This will leave one option year on all of the contracts.

All firms have demonstrated a broad range of expertise and a collaboration that has met the needs of LYNX. The Florida Legislature will begin its 2016 session in January 2016, two months earlier than the previous sessions. Interim committee weeks begin the week of September 14, 2016.

FISCAL IMPACT:

LYNX staff included \$120,000 in the FY2016 Proposed Operating Budget for state lobbying services collectively for all four contracts. The projected FY2015 expenses are \$117,140 for these services.

Consent Agenda Item #5.D. i

To: LYNX Board of Directors

From: **Andrea Ostrodka**
DIRECTOR OF PLAN & DEVELOP
JAMES RODRIGUEZ
(Technical Contact)
BRUCE DETWEILER
(Technical Contact)
Douglas Robinson
(Technical Contact)
Presented By: Andrea Ostrodka, Director of Planning & Development,
LYNX

Phone: 407.841.2279 ext: 6019

Item Name: Miscellaneous
Authorization to Enter into a Late Evening-Weekend Service Agreement with the University of Central Florida (UCF) Office of Student Involvement (OSI)

Date: 9/11/2015

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to enter into a service agreement with the University of Central Florida (UCF) Office of Student Involvement (OSI) for late evening and weekend bus service.

BACKGROUND:

In January 2011, the LYNX Board authorized a partnership with UCF to initiate two routes providing late evening service on Friday and Saturday nights in the UCF area. This service was initiated as a result of a community need for safe transportation. An agreement between LYNX and the UCF Student Government Association (SGA) was forged to provide safe and reliable transportation for the UCF community and nearby residential and commercial/entertainment complexes during the late evening weekend hours south and west of the UCF main campus.

That new service, now called the KnightLYNX Blue Line and the KnightLYNX Green Line, was embraced by the UCF community and soon after the initial KnightLYNX service began, the UCF SGA requested expanded service. In response to that request, the KnightLYNX Red Line was established in February 2013 to provide a safe, reliable and consistent transportation alternative between the UCF community and the Downtown Orlando entertainment districts.

LYNX Board Agenda

Current service includes three fixed routes:

1. UCF KnightLYNX Blue Line (Link 210) is a circulator serving the UCF Arena, UCF Recreation Center, Waterford Lakes, and other points of interest south of campus. The service runs on Friday and Saturday evenings from 6:00 pm to 12:40 am.
2. UCF KnightLYNX Green Line (Link 211) is a circulator serving the UCF Arena, UCF Recreation Center, and other points of interest west of campus. The service runs on Friday and Saturday evenings from 8:00 pm to 2:55 am.
3. UCF KnightLYNX Red Line (Link 212) is a fixed route operating between the UCF area and downtown Orlando. The service runs Friday and Saturday evenings from 9:15 pm to 3:25 am.

For purposes of administrative continuity, the UCF Office of Student Involvement (OSI) has replaced the SGA as the entity providing programmatic guidance for the KnightLYNX service. LYNX is continuously working with OSI to provide outstanding transit service to the UCF community. As UCF continues to grow and expand its education and research mission in Central Florida, LYNX will work with the University to meet their evolving mobility needs.

PROPOSED NEW EXPANSION:

UCF's OSI has expressed its intent to renew its contract with LYNX for all three existing routes for one year beginning July 1, 2015.

Due to UCF's budget considerations LYNX planning staff is continuing to refine the service agreement with UCF and anticipates finalizing the scope of services prior to the November LYNX Board of Director's meeting. No upward adjustment to the FY2016 operating budget is anticipated as a result of the new agreement.

FISCAL IMPACT:

LYNX staff included \$255,854 in the FY2016 Proposed Operating Budget to support the services under this contract.

BUS SERVICE AGREEMENT

by and between

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY d/b/a LYNX (LYNX)

and

**UNIVERSITY OF CENTRAL FLORIDA,
acting on behalf of its STUDENT GOVERNMENT ASSOCIATION
(the Client)**

Relating to providing bus service to the
University of Central Florida Campus and its environs

July 24, 2015

TABLE OF CONTENTS

(The Table of Contents to this Bus Service Agreement is for convenience of reference only and is not intended to define, expand or limit any of the terms and conditions of this Bus Service Agreement.)

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Schedule of Exhibits

- Exhibit “A” –KnightLYNX routes**
- Exhibit “B” – Description of Bus Service**
- Exhibit “C” – Schedule of Service Times and Stops**
- Exhibit “D” – Service Costs**

BUS SERVICE AGREEMENT

THIS BUS SERVICE AGREEMENT (the “**Agreement**”) made and entered as of this 24th day of July, 2015, by and between:

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY d/b/a LYNX (hereinafter referred to as “**LYNX**”), a body politic and corporate, created by Part II, Chapter 343, Florida Statutes, whose address is 455 North Garland Avenue, Orlando, Florida 32801

and

UNIVERSITY OF CENTRAL FLORIDA, acting on behalf of its STUDENT GOVERNMENT ASSOCIATION (hereinafter referred to as the “**Client**”), a body politic, created by Title XLVIII, Chapter 1004, Florida Statutes, having an address of 4000 Central Florida Parkway, Student Union Building Room 214, Orlando Florida, 32816.

The Client and LYNX shall sometimes each be referred to as a “**Party**” and collectively as the “**Parties**”.

WITNESSETH:

WHEREAS, LYNX provides public transportation in the Central Florida area including, but not limited to, dedicated bus service for the benefit of and use by the public; and

WHEREAS, the Client is made up of a diverse group of student leaders who pride themselves in creating the best learning and social environment for all students at the University of Central Florida, and are interested in providing safe transport to those they represent, in Orlando, Orange County, Florida, which is generally described in **Exhibit “A”** attached hereto (the “**POA Area**”); and

WHEREAS, the Client and its constituents desire and have a need for public transportation service in certain portions of the POA Area in order to facilitate transportation for students, faculty and other persons seeking transport to and from residences and other points of interest located in the POA Area; and

WHEREAS, the Parties desire that LYNX shall provide Bus Service in the POA Area to provide additional public bus transportation, and LYNX is prepared to do so pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual premises herein contained, the Parties hereto do hereby agree as follows:

1. **DEFINITIONS**. For purposes of this Agreement, the following definitions shall apply, unless the context requires otherwise or another definition is expressly provided in this Agreement:

<u>Agreement</u>	shall mean this Bus Service Agreement, as the same may be amended from time to time.
<u>Bus Service</u>	shall mean the bus service to be provided by LYNX in and to the POA Area as set forth in this Agreement and on <u>Exhibit “B”</u> attached hereto. The Bus Service therefore not only includes service actually in the POA Area, but other service outside and which runs to the POA Area.
<u>FDOT</u>	shall mean the Florida Department of Transportation.
<u>Fees</u>	shall mean the fees to be paid to LYNX by the Client for providing the Bus Service as set forth and described in Paragraph 5 below.
<u>FTA</u>	shall mean the Federal Transit Administration.
<u>Hourly Cost</u>	shall mean an hourly cost of service (see exhibit “D”) to provide Bus Service. The Hourly Cost is inclusive of fuel and administration costs and may be offset by Matching Contributions, when applicable.
<u>Matching Contributions</u>	shall mean any matching grants, if any, that LYNX may obtain from time to time based upon the KnightLYNX program.
<u>Service Schedule</u>	shall mean the frequency, times and stops for the Bus Service to be provided by LYNX, as set forth and described on <u>Exhibit “C”</u> attached hereto.

2. **PROVIDING OF BUS SERVICE.** Pursuant to the terms and conditions of this Agreement, LYNX agrees to provide the Bus Service in and to the POA Area.

(a) In providing Bus Service, LYNX agrees to the following:

- (1) LYNX shall check for current UCF student identification and allow all UCF students to ride free of charge. All other passengers will be required to pay a fare as per paragraph 5 below.
- (2) LYNX shall track and provide ridership to the Client on a monthly basis.
- (3) LYNX shall provide KnightLYNX signage at KnightLYNX bus stops.

(b) In regard to providing said Bus Service, the obligation of LYNX is subject to the following:

- (1) Federal, state and local regulations applicable to LYNX including, but not limited to, the rules and regulations promulgated from time to time by FDOT and/or FTA as applicable to LYNX.

- (2) All conditions beyond the reasonable control of LYNX including, but not limited to, Acts of God, hurricanes, matters of public safety, etc.
- (3) The times set forth in this Agreement and other matters regarding the providing of Bus Service are not guarantees; they are projected times for stops and starts and are subject to best efforts by LYNX, including matters associated with traffic, accidents, etc.

3. **TERM.** This Agreement shall be effective as of July 1, 2015 (the “**Commencement Date**”) and shall continue for monthly periods (each, a “**Period**”) until June 30, 2016, or termination by either Party, whichever comes first. Either Party may cause this Agreement to terminate by providing ninety (90) days written notice to the other Party. Notice shall serve to terminate the Agreement as of the start of the next full Period beginning after the ninety (90) day notice period. Notwithstanding the above provision regarding the Term of this Agreement, the obligation of LYNX to provide the Bus Service will be contingent upon timely receiving payment of the Monthly Cost of Bus Service (as hereinafter defined) as set forth in paragraph 5 below.

4. **SCHEDULE OF BUS SERVICE.** Attached hereto as **Exhibit “C”** is a Service Schedule showing the proposed times, stops and service for the Bus Service. This Service Schedule is subject to all of the provisions of this Agreement. This schedule is not a guarantee but rather reflects the anticipated times, stops, and service. During the term of this Agreement, LYNX, after discussion with the Client, may adjust the Service Schedule to better accommodate the overall Bus Service to be provided under this Agreement. Thus, for example, if a particular bus stop provides a safety hazard, then LYNX, in cooperation with the Client, could move that bus stop to a safer location.

5. **PAYMENT FOR BUS SERVICE.** The Bus Service to be provided by LYNX pursuant to this Agreement is in consideration of the Client paying to LYNX a monthly fee (the “**Monthly Cost of Bus Service**”), which is determined, for any given month, by multiplying the number of actual total hours of Bus Service provided for that month by the Hourly Cost and subtracting any applicable Matching Contributions. In that regard, the Parties do hereby agree as follows:

(a) Within thirty (30) days after the end of each and every month, LYNX shall provide to the Client an invoice reflecting the Monthly Cost of Bus Service for said month, as well as an accounting in reasonable detail sufficient to show how the Monthly Cost of Bus Service was calculated. The Client shall remit a payment in the amount of the Monthly Cost of Bus Service for said month, as reflected on the invoice, to LYNX within thirty (30) days after the receipt of such invoice.

(b) For the purpose of invoicing the Client, invoices and related matters will be sent to the Client at the following address:

University of Central Florida Student Government Association
c/o Richard Phillips in the A&SF Business Office
4000 Central Florida Parkway, Student Union Building Room 215, Orlando
Florida, 32816.

(c) LYNX shall be entitled to any and all revenue generated by fares in connection with providing the Bus Service. LYNX shall, with each monthly invoice, provide documentation to Client regarding the amount of said revenue generated.

(d) Payment may be subsidized by Matching Contributions, as set forth in paragraph 7 below, but there is no guarantee by LYNX as to what Matching Contributions, if any, may be available for Bus Service.

(e) In any event, the obligation of LYNX to provide the Bus Service is expressly contingent upon it receiving and only to the extent it is paid the Monthly Cost of Bus Service as set forth above.

(f) **Exhibit “D”** attached hereto contains an initial estimate of the annual fee for Bus Service should Bus Service continue for a full 12-month period. Notwithstanding the foregoing, the aforementioned estimate is for illustrative purposes only and will not impact the Monthly Cost of Bus Service in any way.

6. **SECURITY DEPOSIT.** No security deposit is required of Client under this Agreement.

7. **MATCHING CONTRIBUTIONS.** The parties anticipate that LYNX will seek from time to time matching grants based on the KnightLYNX program and LYNX will in good faith seek to obtain matching grants to do so. However, in applying for matching grants, LYNX may use its reasonable judgment as to the matching grants available for the overall LYNX operations; but to the extent LYNX obtains matching grants using the KnightLYNX program, then those matching grants will be used for the Bus Service and will deem to be the “Matching Contributions” as defined above. As such, Client’s payment for Bus Services will be adjusted accordingly. If either party receives a grant that allows for capital improvements (e.g., lighting and shelters at bus stops) to the KnightLYNX program, those improvements shall be mutually agreed upon in a separate writing.

8. **DEFAULT.** In the event either Party defaults under this Agreement, the non-defaulting Party, before declaring a default, shall give written notice to the defaulting Party, and the defaulting Party shall have thirty (30) days within which to cure said default. Notwithstanding the foregoing:

(a) In the event of nonpayment of any Fees, LYNX shall have the right to immediately terminate the Bus Service.

(b) In the case of LYNX, the sole remedy available to LYNX, in the event of a payment default under paragraph 5, is to terminate the Bus Service and recover any unpaid Fees for Bus Service provided but remaining unpaid for.

9. **ACCESS OVER PRIVATE PROPERTY.** The Parties understand that with respect to the Bus Service, most of the Bus Service provided in the POA Area is provided over open and unrestricted roads only, and said roads will be deemed to be “public.” Other roads would be deemed to be “private” such as, for example, roads behind gates, etc., and these would be roads not owned and operated by any governmental unit. If, and to the extent, the Bus Route at any time extends over any private roads or property owned by the Client in the POA Area, the Client hereby grants a revocable non-exclusive license to LYNX over its property so that LYNX may provide the Bus Service pursuant to this

Agreement. In addition, should the Bus Route extend over private property which is not owned by the Client, the Client will cooperate with LYNX in seeking authorization from those persons having an interest in such private property.

10. **ADVERTISING.** The Parties are aware and understand that LYNX undertakes an advertising program on its buses. From time to time, buses will be taken out of service for maintenance and repair and replacement, and future buses will also be used from time to time to provide the Bus Service. In addition, various rules (including FTA guidelines) provide for random assignment of buses. With this background:

(a) LYNX will be entitled to place on the buses which it uses to provide the Bus Service, advertising from time to time. Should the Client desire to place KnightLYNX and/or UCF SGA advertising during the Bus Service, Client will provide said advertising, to be placed on the buses by LYNX personnel.

(b) LYNX, in collaboration with the Client, shall have the right in its reasonable discretion to decide what buses and the type of the buses that will be used to provide the Bus Service. The Client requests, whenever possible, to utilize the gold-painted 29' buses.

(c) All KnightLYNX advertising and marketing materials, including signage, produced by LYNX shall be approved by Client prior to printing and distribution.

The foregoing assignments and other matters regarding the buses in the Bus Service will be subject in all respects to all applicable laws including FTA and FDOT requirements. Any advertising revenue obtained from LYNX in connection with the Bus Service will be the sole property of LYNX.

11. **INDEMNIFICATION.** To the extent permitted under Florida law, the Client shall indemnify and save LYNX completely harmless in respect of liability and of damages, costs and expenses in connection with any damage or injury whatsoever to persons or property arising out of the use, management, operation, occupation, ownership, maintenance or control of the Bus Route and arising out of the negligence of the Client, or any of its Members, or any of their employees or agents.

12. **BOND.** The Client shall not be required to furnish LYNX with any bond or other collateral conditioned for the faithful performance of the duties and due accounting for all monies received by the Client under this Agreement.

13. **NON-ASSIGNABILITY.** This Agreement is not assignable by either Party without the prior written consent of the other Party.

14. **RELATIONSHIP OF PARTIES.** The Parties are aware and agree that the relationship between LYNX and the Client under this Agreement shall be that of an independent contractor and not an agent.

15. **NO THIRD PARTY BENEFICIARY.** This Agreement is solely between the Parties hereto and no person or persons not a Party hereto shall have any rights or privileges whatsoever either as a third party beneficiary or otherwise.

16. **NOTICE.** Any notice permitted to be given to either Party under this Agreement shall be in writing and shall be deemed to be given (i) in the case of delivery, when delivered to the other party as set forth in this Agreement, (ii) in the case of mailing, three (3) days after said notice has been deposited, postage pre-paid, in the United States mail and sent by certified or return receipt requested to the other Party at the address set forth in the preamble to this Agreement and (iii) in all other cases when such notice is actually received by the Party to whom it has been sent. Notices shall be sent to the following:

As to LYNX: Blanche Sherman, Director of Finance
455 North Garland Avenue
Orlando, Florida 32801

with a copy to: Susan Black, Interim Chief Executive Officer
455 North Garland Avenue
Orlando, Florida 32801

As to the Client University of Central Florida Student Government Assoc.
4000 Central Florida Blvd
Student Union Bldg room 215
Orlando, Florida 32816
Attn: Richard Phillips, A&SF Business Office
Telephone: (407) 823-5548
Telecopy: (407) 823-6356

with a copy to: W. Scott Cole
Office of the General Counsel
4000 Central Florida Blvd
Millican Hall, Suite 360
Orlando, FL 32816-0015
Telephone: (407) 823-2482
Telecopy: (407) 823-6155

Either Party may change the address to which any notices are to be given by so notifying the other Party to this Agreement as provided in this paragraph.

17. **COSTS AND ATTORNEY'S FEES.** In the event a dispute arises between the Parties hereto in regard to this Agreement and suit is brought, the prevailing party in such suit shall be entitled to recover from the non-prevailing party its reasonable costs and attorney's fees (and paralegal's fees), including its reasonable costs and attorney's fees (and paralegal's fees) in any appellate action involving such suit.

18. **GOVERNING LAW.** This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. The Parties further agree that the exclusive venue and jurisdiction over any action arising under this Agreement shall be in the courts of Orange County, Florida. Each party expressly waives any right to a jury trial.

19. **MISCELLANEOUS.**

(a) **Sovereign Immunity.** The Parties are aware and understand that each Party is a governmental body created by the Florida Legislature, and, as such, is entitled to the benefit of sovereign immunity under the laws of the State of Florida. Nothing contained in this Agreement, the relationship between the Parties hereto, the providing of the Bus Service, or otherwise shall in any way whatsoever constitute any waiver by either Party of its rights to invoke sovereign immunity as a governmental entity. The Parties acknowledge that under the principles of sovereign immunity, each Party is liable for its tortious acts only up to the amounts of \$200,000/\$300,000 as specifically provided for in Section 768.28, Florida Statutes, or such other amount as may be specified in the future through any modification of said statute by the legislature.

(b) **Force Majeure.** The rights, obligations and duties of the Parties hereunder shall be subject to any causes beyond their reasonable control including, but not limited to, Acts of God, hurricanes, storms, and, in the case of LYNX, government regulations and directives applicable to it. However, nothing shall relieve the obligation of the Client to timely make the payment of the Monthly Cost of Bus Service as set forth herein.

(c) **Time of Essence.** The Parties recognize that time is of the essence in the performance of the provisions of this Agreement, however, in regard to the providing of Bus Service, that is subject to the qualifications set forth in this Agreement.

(d) **Legal Obligations.** This Agreement shall not relieve any Party of any obligation or responsibility imposed upon it by law.

(e) **No Waiver.** No term or provision of this Agreement shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the Party or Parties claimed to have waived or consented. Waiver of any default of this Agreement shall not be deemed a waiver of any subsequent default. Waiver of breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach. Waiver of such default and waiver of such breach shall not be construed to be a modification of the terms of this Agreement unless stated to be such through written approval of both Parties.

(f) **No Restrictions as to Other Service.** Nothing contained in this Agreement shall restrict LYNX in any way whatsoever as to any other service which it may provide in the POA Area, whether adding or dropping service.

(g) **Benefits of Service.** The Fee to be paid by the Client to LYNX is net, and shall not be reduced based upon any other funding or benefits that LYNX may be receiving including, but not limited to, any funding that LYNX receives from the FTA as a part of its overall ridership total or any collection of bus fares.

(h) **No Oral Modification.** The Parties agree that this Agreement is a complete expression of the terms herein and any oral or written representations or understandings not incorporated herein are excluded.

(i) **Severability.** If any of the provisions of this Agreement are held to be invalid, illegal or unenforceable by a court of competent jurisdiction, the remaining

provisions shall remain in full force and effect. To that end, the provisions of this Agreement are declared to be severable.

(j) **Counterparts.** This Agreement may be executed in two (2) or more counterparts, each of which will be deemed an original, and it will not be necessary in making proof of this Agreement or the terms of this Agreement, to produce or account for more than one (1) of such counterparts.

(k) **Adjustment of Bus Routes.** The Parties are aware and understand that with respect to any adjustment or modification of Bus Service, LYNX will be required to follow State and Federal guidelines relating to adjustments and modification of Bus Service. This will generally require a minimum of one hundred twenty (120) days in order to provide various required public notices. If modifications to routing are mutually agreed upon in writing by the Parties, said modifications shall not be subject to the timing terms of this paragraph and may be implemented by such written agreement.

(l) **Capital Requirements (i.e., Buses).** LYNX has generally planned for adequate buses to provide the Bus Service. If, at any time, LYNX experiences a material shortfall or lack of buses to provide the Bus Service, LYNX will immediately discuss with the Client such situation and how it is to be resolved. The matter will also be brought to the attention of the Board of Directors of LYNX and the Parties will seek to arrive at a solution to provide such additional bus capacity. In doing so, the Parties are aware that any solution would not necessarily involve LYNX moving buses from its other routes. LYNX, through its Board of Directors, will have in its reasonable discretion the ability to deal with such situation.

(m) **Default/Notice/Procedure to Resolve Disputes.** The Parties understand and are aware that this Agreement is between two entities who mutually desire for the beneficial providing of the Bus Service under this Agreement and wish to avoid any default or misunderstandings. Thus, in the event one Party hereto believes that the other Party is in default under this Agreement, the other Party through a senior representative shall contact a senior representative of the other Party in an effort to discuss and resolve any alleged default or nonperformance. Failing such resolution, said Party will then be required to give actual written notice to the other party of said alleged default before said Party may exercise any of the rights available to it under this Agreement. With this background, the Client is aware and specifically understands that the scope and quantity of the Bus Service being made available by LYNX is based upon LYNX timely receiving the Fees from the Client. Thus, for example, if the Client should fail to pay the requisite Fees, LYNX could seek to enforce that payment but, at its option, could also reduce in its discretion the Bus Service specifically within the Service Area.

20. **COMPLETE AGREEMENT.** This Agreement constitutes the complete agreement between the Parties hereto with respect to the management and distribution of the Bus Services contemplated herein and it may not be amended, changed or modified except by a writing signed by the Party to be charged by said amendment, change or modification.

[Signatures Begin On Following Page]

IN WITNESS WHEREOF, the Parties have hereunto executed this Bus Service Agreement the day and year first above written.

**UNIVERSITY OF CENTRAL FLORIDA,
acting on behalf of its STUDENT
GOVERNMENT ASSOCIATION**

By: _____
Dr. Sharon Ekern, Associate Vice-President

Dated: _____

**CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY**

By: _____
Susan Black, Interim Chief Executive Officer

Dated: _____

EXHIBIT "A"

KNIGHT LYNX FRI. & SAT. NIGHTS 8PM TO 3AM

GREEN LINE

- 1 Knights Plaza (UCF Arena)
- 2 Northgate Lakes
- 3 Tivoli Apartments
- 4 University Palms Shopping Center
- 5 Pegasus Landing
- 6 University Commons Shopping Center
- 7 Sterling Central Apartments
- 8 UCF Recreation & Wellness Center

Green Line service starts at 8 p.m. at the UCF Arena and departs every 20 minutes until 11 p.m., at which time it departs every 15 minutes. The final run leaves UCF Arena at 2:30 a.m.

BLUE LINE

- 1 Knights Plaza (UCF Arena)
- 2 UCF Recreation & Wellness Center
- 3 The Edge Apartment Complex
- 4 Campus Crossings (Alafaya)
- 5 Pegasus Pointe
- 6 Alafaya Village Shopping Center
- 7 Waterford Lakes Town Center (Stop 1)
- 8 Waterford Lakes Town Center (Stop 2)
- 9 Waterford Lakes Pkwy./Woodbury Rd.
- 10 Alafaya Commons Shopping Center (Colonial Dr. Stop)
- 11 Alafaya Commons Shopping Center (Alafaya Trl. Stop)
- 12 Campus Crossings (College Station)
- 13 Boardwalk Apartments
- 14 Lake Claire Apartments/Greek Park Dr.

Blue Line service starts at 8 p.m. at the UCF Arena and departs every 40 minutes until 11 p.m., at which time it departs every 15 minutes. The final run leaves UCF Arena at 2:15 a.m.

RED LINE

- 1 Knights Plaza (UCF Arena)
- 2 UCF Recreation & Wellness Center
- 3 The Edge Apartment Complex
- 4 Campus Crossings (Alafaya)
- 5 Pegasus Pointe
- 6 Alafaya Village Shopping Center
- 7 Downtown Orlando
- 8 Alafaya Commons Shopping Center (Alafaya Trl. Stop)
- 9 Campus Crossings (College Station)
- 10 Boardwalk Apartments
- 11 Lake Claire Apartments/Greek Park Dr.

Red Line service starts at 9 p.m. at the UCF Arena and departs every hour until 11 p.m. Return trips begin at 1 a.m. The final run leaves Downtown at 3 a.m.

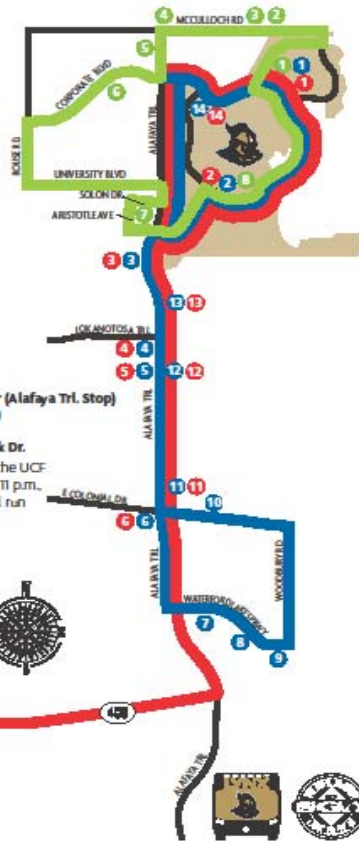


EXHIBIT “B”

Description of Bus Service

LYNX will provide late night bus service to the Client for the purpose of getting students, faculty and others to and from various residences and points of interest on the UCF campus and residences and points of interest along Lockwood Blvd, bordered by McCulloch Road and Foxcroft Circle, McCulloch Rd. bordered by Alafaya Trail and Orion Blvd., Alafaya Trail bordered by McCulloch Rd. and Waterford Lakes Pkwy, University Blvd, bordered by Rouse Rd. and Alafaya Trail, Colonial Drive bordered by Alafaya Trail and Woodbury Rd., Woodbury Rd bordered by Colonial Drive and Waterford Lakes Pkwy, and Waterford lakes Pkwy bordered by Woodbury Road and Alafaya Trail, as well as to downtown Orlando.

To serve the Client, LYNX will operate three distinct and separate routes hereby called KnightLYNX. The descriptions of these routes are as follows:

KnightLYNX 210 will originate and terminate at the UCF Arena and operate as fixed route with service to Waterford Lakes Town Center via Alafaya Tr, Colonial Dr, Woodbury Rd and Waterford Lakes Pkwy. Stops will be made as indicated on the POA map in addition to client-approved existing LYNX bus stops.

KnightLYNX 211 will originate and terminate at the UCF Arena and operate as a circulator with its primary area of service being the UCF campus, McCulloch Rd, University Blvd, and Alafaya Tr. to Central Florida Blvd.

KnightLYNX 212 will originate and terminate at the UCF Arena and operate as fixed route with service to South Division Avenue and South Street in Orlando via Alafaya Tr, State Route 408, and South Street. Stops will be made at client approved existing LYNX bus stops.

EXHIBIT “C”

Schedule of Service Times and Stops

KnightLYNX will operate on Friday and Saturday nights from 8:00 PM to 3:00 AM. The KnightLYNX schedule will coincide with University of Central Florida student semesters and will not operate during times when school is not in session. The exact dates of operation for KnightLYNX will be determined by the Client at least four (4) weeks prior to the start of the upcoming semester and may be altered with at least three (3) weeks’ notice.

[NOTE: These times are not guarantees; they are projected times for stops and starts and are subject to best efforts by LYNX, including matters associated with traffic, accidents, etc.]

Route 210 Schedule

Pull Out	UCF Arena	UCF Recreation Center	Alafaya Trl. & Colonial Dr.	Alafaya Trl. & Waterford Lakes Pkwy	UCF Arena	Pull In
5:25 PM	6:00 PM	6:02	6:09	6:12	6:30 PM	
	6:40 PM	6:42	6:49	6:52	7:10 PM	
	7:20 PM	7:22	7:29	7:32	7:50 PM	
	8:00 PM	8:02	8:09	8:12	8:30 PM	
	8:40 PM	8:42	8:49	8:52	9:10 PM	
8:25 PM	9:00 PM	9:02	9:08	9:11	9:25 PM	
	9:15 PM	9:17	9:23	9:26	9:40 PM	
	9:30 PM	9:32	9:38	9:41	9:55 PM	
	9:45 PM	9:47	9:53	9:56	10:10 PM	
	10:00 PM	10:02	10:08	10:11	10:25 PM	
	10:15 PM	10:17	10:23	10:26	10:40 PM	
	10:30 PM	10:32	10:38	10:41	10:55 PM	
	10:45 PM	10:47	11:53	10:56	11:10 PM	
	11:00 PM	11:02	11:08	11:11	11:25 PM	
	11:15 PM	11:17	11:23	11:26	11:40 PM	
	11:30 PM	11:32	11:38	11:41	11:55 PM	
	11:45 PM	11:47	11:53	11:56 PM	12:10 AM	
	12:00 AM	12:02	12:08	12:11	12:25 AM	1:00 AM
	12:15 AM	12:17	12:23	12:26	12:40 AM	1:15 AM

Route 211 Schedule

Pull Out	UCF Arena	University Blvd. & Rouse Rd.	UCF Recreation Center	UCF Arena	Pull In
7:25 PM	8:00 PM	8:15	8:22	8:25 PM	
7:45 PM	8:20 PM	8:35	8:42	8:45 PM	
	8:40 PM	8:55	9:02	9:05 PM	
	9:00 PM	9:15	9:22	9:25 PM	
	9:20 PM	9:35	9:42	9:45 PM	
	9:40 PM	9:55	10:02	10:05 PM	
	10:00 PM	10:15	10:22	10:25 PM	
	10:20 PM	10:35	10:42	10:45 PM	
	10:40 PM	10:55	11:02	11:05 PM	
	11:00 PM	11:15	11:22	11:25 PM	
	11:15 PM	11:30	11:37	11:40 PM	
	11:30 PM	11:45	11:52	11:55 PM	
	11:45 PM	12:00 AM	12:07 AM	12:10 AM	
	12:00 AM	12:15	12:22	12:25 AM	
	12:15 AM	12:30	12:37	12:40 AM	
	12:30 AM	12:45	12:52	12:55 AM	
	12:45 AM	1:00	1:07	1:10 AM	
	1:00 AM	1:15	1:22	1:25 AM	
	1:15 AM	1:30	1:37	1:40 AM	
	1:30 AM	1:45	1:52	1:55 AM	
	1:45 AM	2:00	2:07	2:10 AM	
	2:00 AM	2:15	2:22	2:25 AM	
	2:15 AM	2:30	2:37	2:40 AM	3:15 AM
	2:30 AM	2:45	2:52	2:55 AM	3:30 AM

Route 212 Schedule

Pull Out	UCF Arena	Colonial Drive & Alafaya Trl.	South St. & Bumby Ave.	Central Blvd. & Garland Ave.	Pull In
8:40 PM	9:15PM	9:30	9:42	9:57 PM	
	10:30 PM	10:45	10:57	11:12 PM	
	11:45 PM	12:00 AM	12:12	12:27 AM	12:42 AM

Pull Out	Central Blvd. & Garland Ave.	South St. & Bumby Ave.	Colonial Drive & Alafaya Trl.	UCF Arena	Pull In
10:27 PM	10:42 PM	10:58	11:10	11:25 PM	
	12:00 AM	12:13	12:25	12:40 AM	
	1:15 AM	1:28	1:40	1:55 AM	
	2:45 AM	2:58	3:10	3:25 AM	4:00 AM

EXHIBIT “ D”

Annual Service Costs

<u>Route 210</u>			<u>Route 211</u>		
		Fiscal Year 2016			Fiscal Year 2016
Friday			Friday		
	Total Hours	12.42		Total Hours	15.58
	Total Miles	267.19		Total Miles	240.56
	Peak Buses	2.0		Peak Buses	2.0
Saturday			Saturday		
	Total Hours	12.42		Total Hours	15.58
	Total Miles	267.19		Total Miles	240.56
	Peak Buses	2.0		Peak Buses	2.0
Annual			Annual		
	Total Hours	621		Total Hours	779
	Total Miles	13,894		Total Miles	12,509
	Operating Cost	\$43,075.04		Operating Cost	\$54,034.55
Factors			Factors		
	Fridays	25		Fridays	25
	Saturdays	25		Saturdays	25
	Operating Days	50		Operating Days	50

<u>Route 212</u>		
		Fiscal Year 2016
Friday		
	Total Hours	9.58
	Total Miles	161.92
	Peak Buses	2.0
Saturday		
	Total Hours	9.58
	Total Miles	161.92
	Peak Buses	2.0
Annual		
	Total Hours	479
	Total Miles	8,420
	Operating Cost	\$33,225.35
Factors		
	Fridays	25
	Saturdays	25
	Operating Days	50

Monthly Service Costs

<u>Operating Month</u>	<u>Operating Days</u>	<u>Monthly cost</u>
July 2015	0 days	\$0
August 2015	2 days	4,938.01
September 2015	8 days	19,752.05
October 2015	10 days	26,411.22
November 2015	6 days	15,846.73
December 2015	0 days	-
January 2016	6 days	15,846.73
February 2016	8 days	21,128.98
March 2016	2 days	5,282.24
April 2016	8 days	21,128.98
May 2016	0 days	-
June 2016	0 days	-
		<u>\$130,334.94</u>

Total Annual Costs

Annual Hours
1,879

Hourly Rate
\$65.70 July 1, 2014 through
September 30, 2015

Total Cost
\$130,334.94

\$70.28 October 1, 2015 through
September 30, 2016

KNIGHTLYNX OPERATING DAYS

July 1, 2015 thru June 30, 2016

July:	0 days	No KnightLYNX Service
August:	2 days	28 and 29
September:	8 days	4, 5, 11, 12, 18, 19, 25, and 26
October:	10 days	2, 3, 9, 10, 16, 17, 23, 24, 30 and 31
November:	6 days	6, 7, 13, 14, 20 and 21
December:	0 days	No KnightLYNX Service
January:	6 days	15, 16, 22, 23, 29 and 30
February:	8 days	5, 6, 12, 13, 19, 20, 26 and 27
March:	2 days	18 and 19
April:	8 days	1, 2, 8, 9, 15, 16, 22 and 23
May:	0 days	No KnightLYNX Service
June:	0 days	No KnightLYNX Service
Total Days	50 days	

Consent Agenda Item #5.D. ii

To: LYNX Board of Directors

From: Susan Black
GENERAL MANAGER
Blanche Sherman
(Technical Contact)

Phone: 407.841.2279 ext: 6058

Item Name: Miscellaneous
Authorization to Modify Contract #13-C16 with Akerman LLP for General Counsel Legal Services

Date: 9/11/2015

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to modify Contract #13-C16 with Akerman LLP in the amount of \$40,543 to cover unexpected expenses in FY2015 for general counsel legal services and to amend the FY2015 Amended Operating Budget accordingly.

BACKGROUND:

Akerman LLP provides general counsel legal services that include legal counsel to the Board of Directors, Chief Executive Officer and staff in the areas of: general counsel, procurement/contract law, real property, construction and environmental law, and eminent domain and property damage. During FY2015, unexpected expenses are estimated in the amount of \$120,986 for general counsel legal services. Upon approval, the not-to-exceed Contract amount will be increased from \$1,750,000 to \$1,790,543.

FISCAL IMPACT:

LYNX staff included \$450,000 in the FY2015 Amended Operating Budget and \$600,000 in the FY2016 Proposed Operating Budget to support these services. Upon Board approval, the FY2015 Operating Budget for general counsel legal expenses will be amended to \$566,599 and the remaining projected expenses in the amount of \$120,986 will be funded through savings. The projected FY2015 expenses are \$687,585.

Consent Agenda Item #5.D. iii

To: LYNX Board of Directors

From: David Dees
DIRECTOR OF RISK MANAGEMENT
Lorna Hall
(Technical Contact)
Cynthia Kuffel
(Technical Contact)

Phone: 407.841.2279 ext: 6127

Item Name: Miscellaneous
Authorization to Execute Renewal of Casualty Insurance Programs for
FY2015/2016

Date: 9/11/2015

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to negotiate with the assistance of Arthur J. Gallagher Broker and bind coverage and premium on behalf of LYNX for the upcoming one year renewals October 1, 2015 to October 1, 2016 of the Public Liability, Commercial Fleet Coverage, Fiduciary Liability and Public Officials & Employment Practices Liability Insurance programs.

BACKGROUND:

LYNX is self-insured for bodily injury liability and vehicle collision damage resulting from operation of its fleet of revenue vehicles and support vehicles pursuant to Florida State Statute (F.S.S.) 627.733(3)(b) incorporating 768.28(15). Supplementing this retention of risk is coverage for damage to its vehicles under an auto physical damage policy. As a public entity, LYNX is not subject to the Financial Responsibility laws pursuant to Chapter 324 F.S.S., the Personal Injury Protection (PIP)/No-Fault Laws per Section 627.736 F.S.S., nor is LYNX required to provide medical payments or uninsured motorist coverage. LYNX' liability is limited by Section 768.28, F.S.S. to \$200,000 per person, \$300,000 per incident.

LYNX protects other areas of significant loss exposure through a commercial insurance program with the brokerage services of Arthur J. Gallagher Broker. The program is partially insured, with modest deductibles. The risks of Fiduciary, Premises Liability and Public Officials/Employment Practices Liability programs are fully insured through Preferred Governmental Insurance Trust (PGIT).

	FY2014 Premium	FY2015 Premium	FY2016 Estimated Premium	Increase/ (Decrease)	Term Expiration
General Liability	\$25,261	\$26,019	\$26,019	0%	10-01-16
Crime/Employee Dishonesty	\$1,175	\$1,175	\$1,175	0%	10-01-16
Automobile Physical Damage Coverage	\$121,888	\$134,811	\$203,478	50.9%	10-01-16
Automobile Liability Coverage (Road Rangers, Wages)	\$48,196	\$47,836	\$24,451	(48.9%)	10-01-16
Public Officials and Employment Practices	\$51,354	\$76,386	\$76,386	0%	10-01-16
Fiduciary	\$5,238	\$5,238	\$5,171	(1.3%)	10-01-16
21 Leased Bus Liability Policy	\$67,900	\$ -	\$ -	--	08-01-16
Media Content Services, Network Security & Privacy Liability	\$ -	\$ -	\$1,175	--	08-01-16
Total Premium Cost	\$ 321,012	\$ 291,465	\$337,855	15.9%	

The twenty-one (21) Leased Buses were assimilated into the fleet and the insurance purchased due to contractual obligations was not renewed. The buses have been accepted as part of the LYNX fleet program.

FISCAL IMPACT:

LYNX staff included \$570,000 in the FY2016 Proposed Operating Budget for these services. The projected FY2015 expenses are \$448,100.

Consent Agenda Item #5.D. iv

To: LYNX Board of Directors

From: **Andrea Ostrodka**
DIRECTOR OF PLAN & DEVELOP
Belinda Balleras
(Technical Contact)
Timothy May
(Technical Contact)

Phone: 407.841.2279 ext: 6019

Item Name: **Miscellaneous**
Ratification of Grant Application Submitted to the Florida Commission for the Transportation Disadvantaged for the FY2015-2016 Shirley Conroy Rural Area Capital Assistance Program Grant

Date: 9/11/2015

ACTION REQUESTED:

Staff is requesting the Board of Directors' ratification of a grant application submitted by the Chief Executive Officer (CEO) to the Florida Commission for the Transportation Disadvantaged for the Shirley Conroy Rural Area Capital Assistance Program grant. The pending grant request in the amount of \$36,015 is for the purchase of three (3) NeighborLink fareboxes.

BACKGROUND:

In July 2015, the Florida Commission for the Transportation Disadvantaged (CTD) released a Notice of Funding Availability under the Shirley Conroy Rural Area Capital Assistance Program (RCAP) grant for \$850,000 total funding available to all CTD approved Community Transportation Coordinators (CTCs).

CTD program requirements and considerations are as follows:

- Funding for rural service areas
- Funding for capital equipment
- TD rural grant will be funded at 90% state funding and 10% local (non-state and non-federal) match
- No opportunity to extend funding; project must be complete and fully expended by June 30, 2016

LYNX Board Agenda

Applications were due to CTD August 14, 2015, with a grant award anticipated by September 2015, including execution of a Grant Agreement. The authorizing Resolution No.15-008 is attached.

FISCAL IMPACT:

LYNX staff included \$399,952 in the FY2016 Proposed Capital Budget for the purchase of NeighborLink fareboxes. LYNX staff is seeking Shirley Conroy Rural Area Capital Assistance Program grant funding in the amount of \$36,015 for purchase of NeighborLink fareboxes. Upon award, LYNX staff will come back to the Board to request authorization to include this funding in the FY2016 Capital Budget.

AUTHORIZING RESOLUTION

CFRTA RESOLUTION No. 15-008

A RESOLUTION OF THE CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY, AUTHORIZING THE FILING OF A SHIRLEY CONROY RURAL AREA CAPITAL ASSISTANCE PROGRAM GRANT APPLICATION WITH THE FLORIDA COMMISSION FOR THE TRANSPORTATION DISADVANTAGED

WHEREAS, this is a resolution of the GOVERNING BOARD of the Central Florida Regional Transportation Authority, d/b/a LYNX (hereinafter BOARD), which hereby authorizes ratification of the filing of a Shirley Conroy Rural Capital Assistance Program Grant Application with the Florida Commission for the Transportation Disadvantaged.

WHEREAS, this BOARD has the authority to file a Transportation Disadvantaged Trust Fund Grant Application to undertake a transportation disadvantaged service project as authorized by Section 427.0159, Florida Statutes and rule 41-2, Florida Administrative Code.

NOW THEREFORE, BE IT RESOLVED THAT:

1. The BOARD has the authority to file this grant application.
2. The BOARD authorized John M. Lewis, Jr., Chief Executive Officer the filing and execution of the application on behalf of the Central Florida Regional Transportation Authority, d/b/a LYNX with the Florida Commission for the Transportation Disadvantaged on August 14, 2015.
3. The BOARD authorizes Susan N. Black, Interim Chief Executive Officer, or designee, to sign any and all award agreements or contracts, which may be required in connection with the application.
4. The BOARD authorizes Blanche Sherman, Director of Finance, or designee, to sign any and all assurances, reimbursement invoices, warranties, certifications and any other documents, which may be required in connection with the application or subsequent agreements.

CERTIFICATION OF THE ADOPTION OF THE PROPOSED RESOLUTION 15-008 APPROVING THE FILING OF THE SHIRLEY CONROY RURAL AREA CAPITAL ASSISTANCE SUPPORT GRANT APPLICATION WITH THE FLORIDA COMMISSION FOR THE TRANSPORTATION DISADVANTAGED

APPROVED AND ADOPTED this 11th day of September, 2015, by the Governing Board of Directors of the Central Florida Regional Transportation Authority.

CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY

By: Governing Board

Chairman

ATTEST:

Assistant Secretary

Consent Agenda Item #5.D. v

To: LYNX Board of Directors

From: Tangee Mobley
DIR OF TRANSPORTATION & MAINT
David Rodriguez
(Technical Contact)

Phone: 407.841.2279 ext: 6036

Item Name: Miscellaneous
Authorization to Modify Contract #BDV 03 with the Florida Department of Transportation (FDOT) for the Road Ranger Assistance Program

Date: 9/11/2015

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to modify Contract #BDV 03 with the Florida Department of Transportation (FDOT) to increase contract funding and to extend the contract through June 2017.

FDOT has identified additional funding for the program in the amount of \$197,790 that combined with our previous contract amount of \$2,579,340 results in total program funding in the amount of \$2,777,130 for the contract period July 2015 through June 2017. In the event the funding is greater or less than estimated, LYNX will amend the agreement and expand or decrease coverage accordingly.

BACKGROUND:

On May 18, 1998, LYNX and FDOT initiated the Highway Helper Program. The partnership with FDOT began with two technicians assisting stranded motorists, free of charge, on forty miles of the busiest sections of I-4, during weekday rush hour traffic. The goal was to provide a service to assist stranded motorists and minimize instances where roadside breakdowns and accidents distract and slow down traffic. The trucks are specifically equipped to make minor vehicle repairs and the technicians are trained to assist with non-injury accidents and other emergency services. They also communicate with law enforcement and emergency services to ensure a quick response to traffic incidents, which occur on the most congested corridor of the region. As the Central Florida Regional Transportation Authority, it is LYNX' responsibility to enhance the movement of people and goods throughout Central Florida by reducing congestion on the area's roadways through a full array of transportation services. The Road Ranger Program now consists of 16 Road Rangers, 1 Supervisor and 13 trucks. The patrol coverage area encompasses 48 miles of I-4 beginning at the Champions Gate – Exit 58, Polk County line, to exit 72, Beeline Expressway and then from Lake Mary, Exit 98 to Exit 132, I-95 Daytona Beach

LYNX Board Agenda

area in Volusia County. It operates Monday through Thursday from 6:00 a.m. to 1:00 a.m., and Friday through Sunday from 6:00 a.m. – 3:30 a.m.

In August 2008, due to legislative reductions in funding, LYNX entered into a contract with State Farm for one year with two one-year renewal options to supplement funding for the program. Effective July 1, 2015, State Farm is no longer providing supplemental funding for the program.

FISCAL IMPACT:

LYNX staff included \$1,487,630 in the FY2016 Proposed Operating and Capital Budgets in anticipation of the FDOT's continued funding of the Road Ranger Program. This agreement will execute a contract modification with FDOT.

The services provided under the modified contract agreement are funded 100% by FDOT. Future year expenses and revenues will be included in the appropriate fiscal year's budget.

Consent Agenda Item #5.D. vi

To: LYNX Board of Directors

From: **Blanche Sherman**
DIRECTOR OF FINANCE
LEONARD ANTMANN
(Technical Contact)
Edward Velez
(Technical Contact)

Phone: 407.841.2279 ext: 6100

Item Name: **Miscellaneous**
Authorization to Auction Surplus Equipment & Obsolete Bus Parts

Date: 9/11/2015

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to retire, transfer, recycle or sell, at public auction, surplus and obsolete items as identified on the following detailed lists.

BACKGROUND:

It is LYNX' policy to hold a bi-annual auction to dispose of Board approved surplus assets. This year's auction is scheduled for October 2015. The following surplus items require authorization for retirement and disposal at the public auction:

Computer Equipment:

Surplus and Obsolete computer equipment, including, desktop computers, laptops, and printers with a total net book value of \$ 1,389.

Furniture, Fixtures and Equipment:

Surplus and obsolete furniture, fixtures, equipment, and shop equipment with a total net book value of \$0.

Van Pool Vans and Support Vehicles:

One (1) Dodge, six (6) Ford - Van Pool Vans and four (4) Support Vehicles with a total net book value of \$0.

Revenue Vehicles and Components:

Ten (8) revenue vehicles (buses, engines, transmissions,) with a total net book value of \$3,740.

Category Totals

Category	Acquisition Value	Net Book Value
Computer Equipment	\$123,341	\$1,389
Furniture and Fixtures	\$95,439	\$0
Other Vehicles	\$280,773	\$0
Revenue Vehicles	\$1,800,362	\$3,740
GRAND TOTAL	\$2,299,915	\$5,129

Obsolete and Excess Bus Parts:

Also, LYNX’ staff have identified several obsolete and excess bus parts for New Flyer Articulating buses (134-698 to 137-698) with Detroit Series 50 engines and Allison B500 transmissions. The total acquisition value of the obsolete items is \$29,568.

FISCAL IMPACT:

The total net book value of the surplus items is \$5,129. The net proceeds from this sale will be included in LYNX’ non-operating revenue or in amounts due to the Federal Transit Administration (FTA), whichever is applicable in FY2016.

Surplus Equipment

System Number	Asset ID	Acquisition Date	Class	Description	Estimated Life	Acquisition Value	Net Book Value 7/31/15	Due to FTA
7369	3951	5/30/2003	CE	Printer - LaserJet HP4300TN	5	1891.99	0	0
11286	6751	6/15/2005	CE	Computer, Pocket Handheld	5	1153.77	0	0
11287	6752	6/15/2005	CE	Computer, Pocket Handheld	5	1153.77	0	0
9606	6733	9/15/2005	CE	Printer, HP Laserjet 1320TN	5	555.45	0	0
11009	7536	8/31/2006	CE	Computer, Laptop D820	5	2619.92	0	0
11347	7617	2/28/2007	CE	COMPUTER, DELL OPTIPLEX GX620	5	1336	0	0
11363	7638	2/28/2007	CE	COMPUTER, DELL LATITUDE D820	5	2458.23	0	0
11364	7639	2/28/2007	CE	COMPUTER, DELL LATITUDE D820	5	2458.23	0	0
11365	7640	2/28/2007	CE	COMPUTER, DELL LATITUDE D820	5	2458.23	0	0
11366	7641	2/28/2007	CE	COMPUTER, DELL LATITUDE D820	5	2458.23	0	0
11573	7877	9/30/2007	CE	SERVER, DELL POWEREDGE 1950	5	6093.03	0	0
12064	7797	9/30/2007	CE	HP Color Laser Jet Printer 4250TN	5	1449	0	0
12065	8685	9/30/2007	CE	HP Color Laser Jet Printer 4250TN	5	1449	0	0
12066	8686	9/30/2007	CE	HP Color Laser Jet Printer 4250TN	5	1449	0	0
12067	8687	9/30/2007	CE	HP Color Laser Jet Printer 4250TN	5	1449	0	0

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System Number	Asset ID	Acquisition Date	Class	Description	Estimated Life	Acquisition Value	Net Book Value 7/31/15	Due to FTA
12299	8674	3/31/2008	CE	Dell Laptop D830	5	2311.47	0	0
12300	8675	3/31/2008	CE	Dell Laptop D830	5	2311.47	0	0
12301	8676	3/31/2008	CE	Dell Laptop D830	5	2311.47	0	0
12302	8677	3/31/2008	CE	Dell Laptop D830	5	2311.47	0	0
12303	8678	3/31/2008	CE	Dell Laptop D830	5	2311.47	0	0
12304	8679	3/31/2008	CE	Dell Laptop D830	5	2311.47	0	0
12561	8477	7/31/2008	CE	HP COLOR LASER JET 4700dn PRINTER	5	1435.91	0	0
12562	8478	7/31/2008	CE	HP COLOR LASERJET 4700dn PRINTER	5	1435.91	0	0
12563	8479	7/31/2008	CE	HP COLORJET 4700dn PRINTER	5	1435.91	0	0
12564	8480	7/31/2008	CE	HP COLOR LASERJET 4700dn PRINTER	5	1435.91	0	0
12565	8481	7/31/2008	CE	HP COLORJET 4015X PRINTER	5	1519.13	0	0
12566	8482	7/31/2008	CE	HP COLOR LASERJET 4015X PRINTER	5	1519.13	0	0
12567	8483	7/31/2008	CE	HP LASERJET 4015X PRINTER	5	1519.13	0	0
12568	8484	7/31/2008	CE	HP LASERJET 4015X PRINTER	5	1519.13	0	0
12569	8485	7/31/2008	CE	HP LASER 4015X PRINTER	5	1519.13	0	0
12570	8486	7/31/2008	CE	HP LASERJET 4015X PRINTER	5	1519.13	0	0
12879	9029	2/8/2009	CE	Dell OptiPlex 960	5	1481.61	0	0
12882	9032	2/8/2009	CE	Dell OptiPlex 960	5	1481.61	0	0
12883	9033	2/8/2009	CE	Dell OptiPlex 960	5	1481.61	0	0
12885	9035	2/8/2009	CE	Dell OptiPlex 960	5	1481.61	0	0
12887	9037	2/8/2009	CE	Dell OptiPlex 960	5	1481.61	0	0
12889	9039	2/8/2009	CE	Dell OptiPlex 960	5	1481.61	0	0
12893	9043	2/8/2009	CE	Dell OptiPlex 960	5	1481.61	0	0
12894	9044	2/8/2009	CE	Dell OptiPlex 960	5	1481.61	0	0
12896	9046	2/8/2009	CE	Dell OptiPlex 960	5	1481.61	0	0
12897	9047	2/8/2009	CE	Dell OptiPlex 960	5	1481.61	0	0
12900	9050	2/8/2009	CE	Dell OptiPlex 960	5	1481.61	0	0
12903	9053	2/8/2009	CE	Dell OptiPlex 960	5	1481.61	0	0
12906	9056	2/8/2009	CE	Dell OptiPlex 960	5	1481.61	0	0
12913	9063	2/8/2009	CE	Dell OptiPlex 960	5	1481.61	0	0
12914	9064	2/8/2009	CE	Dell OptiPlex 960	5	1481.61	0	0
12915	9065	2/8/2009	CE	Dell OptiPlex 960	5	1481.61	0	0
12920	9070	2/8/2009	CE	Dell OptiPlex 960	5	1481.61	0	0
13012	9189	5/14/2009	CE	Dell Computer	5	1199.67	0	0
13010	9188	5/21/2009	CE	Dell Workstation	5	1859.38	0	0
13248	9286	10/26/2009	CE	HP P4015X Printer	5	1626.84	0	0

LYNX Board Agenda

System Number	Asset ID	Acquisition Date	Class	Description	Estimated Life	Acquisition Value	Net Book Value 7/31/15	Due to FTA
13249	9300	10/26/2009	CE	HP P4015X Printer	5	1626.84	0	0
13250	9301	10/26/2009	CE	HP P4015X Printer	5	1626.84	0	0
13251	9302	10/26/2009	CE	HP P4015X Printer	5	1626.84	0	0
13252	9303	10/26/2009	CE	HP P4015X Printer	5	1626.84	0	0
13253	9304	10/26/2009	CE	HP P4015X Printer	5	1626.84	0	0
13254	9305	10/26/2009	CE	HP P4015X Printer	5	1626.84	0	0
13255	9306	10/26/2009	CE	HP P4015X Printer	5	1626.84	0	0
13256	9307	10/26/2009	CE	HP P4015X Printer	5	1626.84	0	0
13257	9289	10/26/2009	CE	HP P4015X Printer	5	1626.84	0	0
13258	9308	10/26/2009	CE	HP P4015 Printer	5	1626.84	0	0
13297	9248	1/20/2010	CE	Dell Optiplex 960 Minitower	5	1171.21	0	0
13298	9249	1/20/2010	CE	Dell Optiplex 960 Minitower	5	1171.21	0	0
13305	9256	1/20/2010	CE	Dell Optiplex Minitower	5	1171.21	0	0
13307	9258	1/20/2010	CE	Dell Optiplex 960	5	1171.21	0	0
13309	9260	1/20/2010	CE	Dell Optiplex 960 Minitower	5	1171.21	0	0
13321	9272	1/20/2010	CE	Dell Optiplex 960 Minitower	5	1171.21	0	0
13324	9275	1/20/2010	CE	Dell OPTIPLEX 960 Minitower	5	1171.21	0	0
13328	9279	1/20/2010	CE	Dell Optiplex 960 Minitower	5	1171.21	0	0
13330	9281	1/20/2010	CE	Dell Optiplex 960 Minitower	5	1171.21	0	0
13331	9282	1/20/2010	CE	Dell Optiplex 960 Minitower	5	1171.21	0	0
13295	9311	2/15/2010	CE	Dell Optiplex Minitower	5	1697.36	0	0
14420	10023	2/1/2012	CE	Digital Clock Main Terminal Master Unit	5	1809.95	543.06	543.06
14421	10021	2/1/2012	CE	Digital Clock Main Terminal Unit 1	5	1410	423	423
14422	10022	2/1/2012	CE	Digital Clock Main Terminal 2	5	1410	423	423
				Subtotal CE		\$123,341.16	\$1,389.06	\$1,389.06
681	4990	2/5/1985	FE	BRAKE LATHE W/ACCESSORIES, STAR 53-DS	10	27979	0	0
4221	1027	5/31/1998	FE	COUNTER-COIN-SORTER, CUMMINS	5	7692	0	0
4952	1813	4/22/1999	FE	ASSET SURVEYOR 36070-00 ENG	5	4551.19	0	0
4953	1630	4/22/1999	FE	ASSET SURVEYOR 36070-00 ENG	5	4551.19	0	0
5242	1948	11/11/1999	FE	CABINET-BLUE	5	999.93	0	0
5243	1949	11/11/1999	FE	CABINET-BLUE	5	999.93	0	0
5582	2620	9/1/2000	FE	YELLOW STEEL RAMP	3	419.58	0	0
5583	2621	9/1/2000	FE	YELLOW STEEL RAMP	3	419.58	0	0
8129	3915	12/4/2003	FE	Braille Emboser	5	3995	0	0
8258	4043	9/15/2004	FE	Robinair Refrigerant Station	5	3924	0	0
8255	4062	9/30/2004	FE	Spectra Timeview 230 Clock	5	1036.3	0	0

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System Number	Asset ID	Acquisition Date	Class	Description	Estimated Life	Acquisition Value	Net Book Value 7/31/15	Due to FTA
8256	4063	9/30/2004	FE	Spectra Timeview 230 Clock	5	1036.3	0	0
8260	4065	9/30/2004	FE	Spectra Timeview 230 Clock	5	1036.3	0	0
8261	4066	9/30/2004	FE	Spectra Timeview 230 Clock	5	1036.3	0	0
8252	4059	9/30/2004	FE	Spectra GPS Master Clock	5	5901.4	0	0
8253	4060	9/30/2004	FE	Spectra GPS Antena	5	727.79	0	0
8254	4061	9/30/2004	FE	Spectra Ethernet Time Svr	5	1732.46	0	0
8257	4064	9/30/2004	FE	Spectra Timeview 230 Clock	5	1036.3	0	0
8262	4067	9/30/2004	FE	Spectra Timeview 230 Clock	5	1036.3	0	0
8263	4068	9/30/2004	FE	Spectra Timeview 230 Clock	5	1036.3	0	0
8655	4298	1/4/2005	FE	SCANNER-MICROTEK 1900	5	560.31	0	0
9069	4801	3/29/2005	FE	Plasma TV + Mount LCS Main Terminal	5	16696.82	0	0
9186	4989A	7/14/2005	FE	BRAKE LATHE	5	1323.29	0	0
9187	4989B	7/14/2005	FE	BRAKE LATHE DUST COLLECTOR	5	1496.34	0	0
12072	7848	9/30/2007	FE	Digital A/C Refrigerant Handling Machine	5	4214.8	0	0
				Subtotal - FE		\$95,438.71	0	0
4703	68	9/23/1998	OV	1999 FORD SUPER DUTY F-250 REG. CAB	7	31230	0	0
6394	3-May	2/18/2002	OV	Road Ranger F350 Super Duty Truck	7	34273.5	0	0
6398	81	3/7/2002	OV	Ford Explorer, 1999 White	7	14750	0	0
8125	16001	1/26/2004	OV	Van - 2003 Econoline E-25 Ford Transport	3	26553	0	0
8283	99	9/30/2004	OV	Car - Crown Vic 2004 White	7	21090.74	0	0
9152	24436	6/16/2005	OV	Van - 2005 Dodge Grand Caravan	5	18549.15	0	0
9993	25567	5/31/2006	OV	Van, 2006 Ford E-350 10 Passenger	4	25077	0	0
9999	25573	5/31/2006	OV	Van, 2006 Ford E-350 12 Passenger	4	26325	0	0
10000	25574	5/31/2006	OV	Van, 2006 Ford E-350 12 Passenger	4	26325	0	0
11544	27756	8/31/2007	OV	Ford XLT 12 Pass Van	4	28300	0	0
11548	27760	8/31/2007	OV	Ford XLT 12 Pass Van	4	28300	0	0
				Subtotal - OV		\$280,773.39	0	0
8595	534	12/6/2004	RV	PHANTOM- C29D102N4 Gillig Bus	9	253859	0	0
8605	545	12/6/2004	RV	PHANTOM- C29D102N4 Gillig Bus	9	253859	0	0
8617	545A	12/6/2004	RV	Engine ISL 8.3L	5	17284	0	0
8628	534A	12/6/2004	RV	Engine ISL 8.3L	5	17284	0	0
8637	545B	12/6/2004	RV	Transmission D864.3E	5	15294	0	0
8647	534B	12/6/2004	RV	Transmission D864.3E	5	15294	0	0
8601	540	12/6/2004	RV	PHANTOM- C29D102N4 Gillig Bus	9	253859	0	0
8621	540A	12/6/2004	RV	Engine ISL 8.3L	5	17284	0	0
9673	565	9/30/2005	RV	PHANTOM- C29D102N4 Gillig Bus	9	253627	0	0

LYNX Board Agenda

System Number	Asset ID	Acquisition Date	Class	Description	Estimated Life	Acquisition Value	Net Book Value 7/31/15	Due to FTA
9685	565A	9/30/2005	RV	Engine - Gillig Phantom 40Ft	5	18148	0	0
9697	565B	9/30/2005	RV	Transmission - Gillig Phantom 40Ft	5	16059	0	0
9669	561	9/30/2005	RV	PHANTOM- C29D102N4 Gillig Bus	9	253627	0	0
9681	561A	9/30/2005	RV	Engine - Gillig Phantom 40Ft	5	18148	0	0
9693	561B	9/30/2005	RV	Transmission - Gillig Phantom 40Ft	5	16059	0	0
12532	722	2/28/2008	RV	29' LF BRT -G27E102N2 Gillig Bus	9	289014	0	0
12533	722A	2/28/2008	RV	CUMMINS ISL 8.3L 280HP ENGINE	5	19636	0	0
12534	722B	2/28/2008	RV	ZF 594C AUTOMATIC TRANS	5	17247	0	0
13077	540BB	12/11/2008	RV	VOITH D864-SSP TRANSMISSION	5	9900	0	0
15293	135-698	11/1/2012	RV	1998 New Flyer Articulated Bus	3	22440	1870.02	0
15296	137-698	11/1/2012	RV	1998 New Flyer Articulated Bus	3	22440	1870.02	0
Subtotal - RV						\$1,800,362	\$3,740.04	\$0
Grand Totals						\$2,299,915.26	\$5,129.10	\$1,389.06

Obsolete Parts Inventory

Part ID - Suffix	Part Description (Short)	On Hand Quantity	Unit Cost	Extended Cost
089186-0	WASHER - IDLER PULLEY N/F	4	\$12.91	\$51.64
104-584-1	MOTOR ASM - A/C EVAP - NEW FLYER 28 VDC (REB)	1	\$525.00	\$525.00
104-655-1	MOTOR - CONDENSER FAN - T/KING (REPAIRED)	1	\$550.00	\$550.00
107-280-0	KIT - CLUTCH REPAIR N/FLYR - "T/KING ONLY"	1	\$666.12	\$666.12
41-3987-0	SOLENOID - EVAP HTR & COND FAN MTR - T/KING	2	\$41.84	\$83.68
66-8792-0	TUBE - COIL TO RECEIVER N/FLYER ARTIC	1	\$42.42	\$42.42
77-1672-0	PULLEY - TK 2 GROOVE	1	\$108.67	\$108.67
77-1807-0	BEARING - FLANGE T/K MTR.	2	\$10.10	\$20.20
78-1077-0	FAN - T/K CONDENSER	1	\$258.32	\$258.32
6312608-0	KIT - SLUDGEBRAKER FK15 FILTER - NABI	4	\$61.04	\$244.16
AD-DR42-KT-0	KIT - ARBOC AIR DRIER SERVICE - RACOR ONLY	5	\$64.45	\$322.25
AD-DR-54260-0	DRIER ASM - ARBOC AIR - RACOR (NEW)	2	\$150.31	\$300.62
15245-0	BEARING - RACE 02 FD F350	6	\$2.25	\$13.50
171-0977-0	PAD - FRT BRAKE - 11 CHEV EXP 4500 / ARBOC (AC DELCO)	3	\$81.91	\$245.73
171-1032-0	PAD - REAR BRAKE - 11 CHEV EXP 4500 / ARBOC (AC DELCO)	3	\$55.50	\$166.50
19210691-0	BELT - A/C - 11 CHEV EXP 4500 / ARBOC	3	\$34.27	\$102.81
24226850-0	GASKET - TRANS PAN - 11 CHEV EXP 4500 / ARBOC (AC DELCO)	6	\$20.18	\$121.08
33127-0	ABSORBER - FRT SHOCK C.V.	4	\$10.86	\$43.44

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Part ID - Suffix	Part Description (Short)	On Hand Quantity	Unit Cost	Extended Cost
33128-0	ABSORBER - REAR SHOCK C.V.	2	\$11.03	\$22.06
33357-0	FILTER - FUEL (PRI) GENERATOR	0	\$10.43	\$0.00
33358-0	FILTER - FUEL SEC. GENERA	4	\$6.32	\$25.26
35725-0	HANGER - EXHAUST F.C.V. 1999 - 4.6L	11	\$3.21	\$35.31
38532-0	CABLE - TAIL GATE FD TRKS	2	\$8.07	\$16.14
40204-0	LENS ASSY - BACK UP RR/T	9	\$4.67	\$42.05
4060930-0	BELT - SERPENTINE - 11 CHEV EXP 4500 / ARBOC	3	\$26.11	\$78.33
4060990-0	BELT - A/C COMPR - 11 CHEV EXP 4500 / ARBOC	3	\$20.65	\$61.95
41-110-0	SPARK PLUG - 11 CHEV EXP 4500 / ARBOC	24	\$4.88	\$117.12
42020-0	FILTER - 98/00 AIR DG B3500 5.9L	4	\$2.84	\$11.36
46573-0	FILTER - AIR - 11 CHEV EXP 4500 / ARBOC	6	\$13.41	\$80.43
493291-0	SEAL - (FRT) WHEEL 98 ^ DG B3500 5.9L	4	\$7.11	\$28.44
51602-0	FILTER - OIL 40/50 GENER.	4	\$4.36	\$17.44
58369-0	FILTER - TRANS - 11 CHEV EXP 4500 / ARBOC (AC DELCO)	6	\$36.57	\$219.42
62-1340-0	FILTER - AIR COMPR INTAKE - 11 CHEV 4500 / ARBOC (K&N ONLY)	8	\$13.40	\$107.20
700100-0	WIRE - SET PLUG 99^ B350	1	\$27.42	\$27.42
748UU-0	WIRE SET - SPARK PLUG - 11 CHEV EXP 4500 / ARBOC	3	\$62.95	\$188.85
764-0	PLUG - SPARK FORD C.V.	17	\$1.76	\$29.92
9004-0	HEADLIGHT - HALOGEN	2	\$3.20	\$6.40
A6-0	BEARING, FRT OUTER 98^ DG B3500 5.9L	6	\$2.31	\$13.86
B175-0	FILTER - TRAN 98 DG B3500 5.9L	3	\$11.43	\$34.30
FD175-0	DIST. - CAP 99^ DGE B350	1	\$12.82	\$12.82
FD315-0	ROTOR - IGNITION 1993-2000 DG B350 5.9L	4	\$2.15	\$8.60
GR076-0	POWER SUPPLY - REMOTE	1	\$300.00	\$300.00
K071005-0	BELT - SERPENTINE - 98\00 DODGE B3500 5.9L	3	\$27.72	\$83.16
MX674A-0	PADS - BRAKE REAR 01 F/ CV	3	\$44.99	\$134.97
MX748-0	PADS - BRAKE FRT 99 - 01 F.C.V.	4	\$28.16	\$112.63
MX931-0	PADS - BRAKE FRT 03 FD CV	2	\$22.55	\$45.09
SX1399-0	PAD - FRONT BRAKE - DODGE 2500/3500 RAM 6.7L	3	\$63.50	\$190.50
SX1400-0	PAD - REAR BRAKE - DODGE 2500/3500 RAM 6.7L	3	\$56.89	\$170.67
012580-0	BELT - P/S NEW FLYER	3	\$14.98	\$44.94
131442-0	BELT - A/C COMPR - 1998 NEW FLYER	4	\$43.03	\$172.10
23539140-0	BELT - ALT SER 50 - POLY V 12PK1825 - NEW FLYER	2	\$40.97	\$81.94
002459-0	SEALER - WINDSHIELD - NEW FLYER	1	\$22.26	\$22.26
027441-0	GLASS - TOP NEW FLYER	2	\$64.08	\$128.16
027442-0	GLASS - BOTTOM - NEW FLYER	2	\$38.88	\$77.76
055700-0	FENDER - RUBBER NEW FLYER	4	\$3.15	\$12.60
061159-0	PILLAR ASM - REAR C/S NEW FLYER	1	\$377.41	\$377.41
061162-0	PILLAR ASM - REAR S/S NEW FLYER	1	\$377.41	\$377.41

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Part ID - Suffix	Part Description (Short)	On Hand Quantity	Unit Cost	Extended Cost
072395-0	CHANNEL ASM - BUMPER EXT R/S NEW FLYER	1	\$278.10	\$278.10
111227-0	CHANNEL ASM - BUMPER EXT C/S NEW FLYER	1	\$170.82	\$170.82
5115943-0	END FINISHER - NEW FLYER	4	\$8.02	\$32.08
5942427-0	MODULE - CENTER - NEW FLYER	1	\$224.19	\$224.19
5962758-0	SEAL - GLASS NEW FLYER	0	\$2.86	\$0.00
5998565-0	SEAL - W/S FILLER - NEW FLYER (UOM = FOOT)	50	\$3.56	\$178.00
6307503-0	GLASS - FRT SASH - NEW FLYER	1	\$193.83	\$193.83
6307504-0	GLASS - REAR SASH - NEW FLYER	1	\$172.97	\$172.97
6319391-0	MODULE - CORNER LH NEW FLYER	1	\$190.84	\$190.84
6319392-0	MODULE - CORNER RH NEW FLYER	2	\$190.84	\$381.68
6343978-0	STRUCTURE BACK - NEW FLYER	1	\$183.10	\$183.10
8111105-0	GASKET - LICENSE PLATE LAMP ASM - NEW FLYER	4	\$29.34	\$117.36
8112335-0	END CAP - NEW FLYER	7	\$12.17	\$85.19
8112388NFA-0	WINDSHIELD - NEW FLYER S/S	0	\$139.93	\$0.00
8112389NFA-0	WINDSHIELD - NEW FLYER C/S	1	\$139.93	\$139.93
9210237-0	RUBBER - RUB RAIL NEW FLYER (UOM IS BY FOOT)	60	\$3.61	\$216.60
018449-0	MIRROR ASM - REAR VIEW - NEW FLYER	1	\$70.90	\$70.90
066869-0	ROLLER BLIND ASM - SIDE DRV - NEW FLYER	0	\$122.12	\$0.00
1176842-0	MIRROR - INTERIOR 6 X 9 CONVEX - ARBOC	1	\$56.10	\$56.10
1202375-0	STRAP - OVERHEAD GRAB - NYLON `ARBOC"	0	\$13.29	\$0.00
023736-0	CHAMBER ASM - REAR/CTR BRAKE RH - NEW FLYER	3	\$49.49	\$148.47
023737-0	CHAMBER ASM - REAR/CTR BRAKE LH - NEW FLYER	3	\$49.49	\$148.47
128233-0	VALVE ASSY - MODULATOR 12V N/FLYER	2	\$107.15	\$214.30
5922457-0	CAMSHAFT - RH FRONT - NEW FLYER	2	\$32.26	\$64.52
5922458-0	CAMSHAFT - LH FRONT - NEW FLYER	2	\$32.26	\$64.52
5922460-0	RING - BRAKE SNAP - NEW FLYER	36	\$0.78	\$28.08
5960249-0	LOCK - FRT BRAKE - NEW FLYER	36	\$0.21	\$7.56
5960313-0	CAMSHAFT - REAR/CTR LH - NEW FLYER	3	\$39.15	\$117.45
5960314-0	CAMSHAFT - REAR/CTR RH - NEW FLYER	3	\$37.26	\$111.78
6310091-0	KIT - FRONT BRAKE SHOE W/LININGS - "MERITOR ONLY"	12	\$206.98	\$2,483.76
6311935-0	WASHER - LOCK - NEW FLYER	48	\$0.12	\$5.76
6315782-0	KIT - REAR / CENTER BRAKE SHOE W/LININGS - "MERITOR"	8	\$259.88	\$2,079.04
6317532-0	KIT - REAR / CTR BRAKE HARDWARE - "OEM / MERITOR ONLY"	24	\$23.43	\$562.32
6324434-0	BOLT - CAPSCREW - NEW FLYER	48	\$0.54	\$25.92
6344418-0	SENSOR ASM - REAR ABS - NEW FLYER	0	\$41.86	\$0.00
70094-0	SPRING - FRT BRAKE RETURN - "OEM / MERITOR ONLY"	36	\$0.59	\$21.24
70205-0	WASHER - FLAT - NEW FLYER	48	\$0.19	\$9.12
76836-0	PIN - FRONT BRAKE ANCHOR - "OEM / MERITOR ONLY"	36	\$4.17	\$150.12
7700020-0	VALVE ASM - SPRING BRAKE - NEW FLYER	3	\$25.95	\$77.85

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Part ID - Suffix	Part Description (Short)	On Hand Quantity	Unit Cost	Extended Cost
8110674-0	KIT - RH REAR/CTR SLACK ADJUST- NEW FLYER	11	\$100.97	\$1,110.67
8110675-0	KIT - LH REAR/CTR SLACK ADJUST- NEW FLYER	11	\$100.97	\$1,110.67
8210524-0	CHAMBER ASM - FRONT BRAKE - NEW FLYER	2	\$172.35	\$344.70
110464-0	LAMP ASM - RED MARKER - NEW FLYER	4	\$6.89	\$27.56
114925-0	LAMP ASSY - I.D. AMBER - NEW FLYER	6	\$6.46	\$38.76
6316315-0	BALLAST - NEW FLYER	1	\$100.59	\$100.59
6319495-0	BALLAST - 24V - NEW FLYER	1	\$65.25	\$65.25
009756-0	VALVE - ROTARY DUMP - NEW FLYER DOOR	1	\$109.00	\$109.00
121976-0	CYLINDER ASM - 60 LB - NEW FLYER	2	\$13.77	\$27.54
8112162-0	CYLINDER ASM - 40 LB - NEW FLYER	5	\$4.95	\$24.75
6314813-0	KIT - U-JOINT - NEW FLYER	1	\$35.05	\$35.05
6319428-0	KIT - U-JOINT - NEW FLYER	1	\$28.99	\$28.99
015765-0	GAUGE - ENG TEMP - NEW FLYER	1	\$30.30	\$30.30
037217-1	BOARD - SLC 5/02 C/W 4K (REB)	1	\$450.00	\$450.00
037828-0	RACK - POWER SUPPLY - SLC 500 (NEW)	1	\$606.59	\$606.59
10479130-1	STARTER - 24 ELECT 42MT - NEW FLYER (REMAN)	2	\$189.25	\$378.50
265617-0	LIMITER - CURRENT 1.9A - NEW FLYER	3	\$247.73	\$743.19
5955543-0	SWITCH - CHIME - NEW FLYER	5	\$4.26	\$21.30
8210737-0	LAMP ASM - WIPER - NEW FLYER	0	\$5.36	\$0.00
23511667-0	SPACER - EXH MANIFOLD - SER 50	2	\$5.66	\$11.32
23511870-0	SEAL - AUXILIARY	4	\$9.36	\$37.44
23517242-0	ISOLATOR - OIL PAN S50	22	\$1.48	\$32.56
23532436-0	THERMOSTAT - S-50 - INCL SEAL	8	\$21.31	\$170.44
23539285-0	TUBE - TURBO OIL SUPPLY	1	\$70.11	\$70.11
5104701-0	O-RING - INJECTOR TUBE	4	\$2.89	\$11.56
5141773-0	COUPLING - AIR COMPRESSOR S50	1	\$13.24	\$13.24
R23528042-1	TURBO - WASTEGATED S50 (REMAN WITH EXCHANGE)	0	\$1,197.22	\$0.00
R5236980-1	INJECTOR - FUEL SER 50 - NEW FLYER (OEM REMAN)	6	\$369.71	\$2,218.26
PA3951-0	FILTER - AIR - NEW FLYER (BALDWIN / FLEETGUARD ONLY)	6	\$34.00	\$204.00
NF2088-0	FILTER - COOLANT - SER 50 - NALCOOL EXT LIFE	5	\$28.68	\$143.41
23530706-0	FILTER - FUEL PRI - SER 50	15	\$3.43	\$51.45
23530707-0	FILTER - FUEL SEC - SER 50	14	\$3.38	\$47.32
23530573-0	FILTER - OIL GILLIG - SER 50	16	\$6.60	\$105.60
6323610-0	FILTER - HYDRAULIC N/FLYR	4	\$6.45	\$25.79
034528-0	HOSE - HUMP 2 1/2 IN - NEW FLYER	8	\$10.51	\$84.08
129505-0	PUMP ASM - HYD FAN DRIVE - NEW FLYER	1	\$580.00	\$580.00
8112383-0	CONTROL - HEATER MECH - NEW FLYER	3	\$19.78	\$59.34
020885-0	MOTOR ASM - HYD FAN - NEW FLYER	1	\$588.00	\$588.00
134084-0	CONTROLLER - FAN - NEW FLYER	1	\$379.95	\$379.95

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Part ID - Suffix	Part Description (Short)	On Hand Quantity	Unit Cost	Extended Cost
6326810-0	BELT - WHEELCHAIR - NEW FLYER	4	\$52.58	\$210.32
000020-0	DRAG LIN ASM - NEW FLYER	1	\$530.60	\$530.60
014635-0	AIR SPRING ASM - NEW FLYER	11	\$72.92	\$802.17
023591-0	AIRBAG ASM - FRONT AXLE - NEW FLYER	8	\$102.86	\$822.84
024241NFA-0	LINK ASM - RH STABILIZER - NEW FLYER	1	\$47.70	\$47.70
110465-0	ABSORBER - SHOCK N/FLYER	2	\$71.06	\$142.12
5959131-0	RADIUS ROD ASM - NEW FLYER (INCL BUSHINGS)	1	\$137.75	\$137.75
6324963-0	TIE ROD END - NEW FLYER RH	1	\$19.55	\$19.55
6324964-0	TIE ROD END - NEW FLYER LH	1	\$18.65	\$18.65
039722-0	DIPSTICK - B500R TRANS - NEW FLYER	2	\$41.18	\$82.36
6310230-0	KIT - KING PIN W/BUSHINGS - NEW FLYER	1	\$131.12	\$131.12
6330324-0	SEAL ASM - DIFFERENTIAL - NEW FLYER	1	\$39.85	\$39.85
5957377-0	NOZZLE ASM - WIPER - NEW FLYER	1	\$11.72	\$11.72
6310769-0	MOTOR - WIPER N/FLYER	1	\$89.95	\$89.95
			Grand Total	\$29,568.37

Consent Agenda Item #5.D. vii

To: LYNX Board of Directors

From: Blanche Sherman
DIRECTOR OF FINANCE
Dave Anglin
(Technical Contact)
Edward Velez
(Technical Contact)

Phone: 407.841.2279 ext: 6100

Item Name: Miscellaneous
Authorization to Dispose of Items Accumulated Through the Lost and Found Process

Date: 9/11/2015

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to retire, transfer, discard, donate, recycle or sell at public auction, surplus Lost and Found items such as: wallets, handbags, books, phones, keys, backpacks, etc.

BACKGROUND:

It is LYNX' policy to hold a bi-annual auction to dispose of Board approved surplus assets. See below for a summary of the Lost and Found Articles. A detailed listing of the items being auctioned is available upon request.

FISCAL IMPACT:

The net proceeds from this sale will be included in LYNX' FY2016 non-operating revenue.

Lost and Found Articles

Article Description	Count of Article
Apron	7
Baby Stroller	3
Backpack	102
Bag	151
Bible	16
Bike	246
Books	46
Bus Pass	2
Cane	19
Card	144
Case	21
CD, DVD, Tape	2
Cellphone	396
Check/Checkbook	4
Clothing	44
Electronic Device	76
Envelope	8
Folder/Binder	26
Footware	23
Glasses	222
Gloves	6
Hat	66
I.D.	354
Jacket/Hoodie	56
Jewelry	23
Keys	194
Luggage	14
Lunch Bag	33
Mail	5
Medication	26
Money	1
Other (See Description)	119
Passport	3
Planner	2
Purse	23
Sweater/Sweatshirt	9
Thermos/Mug	15

LYNX B ard Agenda

Tools	4
Toy	12
Umbrella	132
Wallet	275
Watch	9
Grand Total	2,939

Consent Agenda Item #5.D. viii

To: LYNX Board of Directors

From: Blanche Sherman
DIRECTOR OF FINANCE
Patricia Bryant
(Technical Contact)

Phone: 407.841.2279 ext: 6100

Item Name: Miscellaneous
Authorization to Amend the City of Kissimmee Lease Agreement for the
Osceola Satellite Facility (OSF)

Date: 9/11/2015

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to amend the lease agreement between LYNX and the City of Kissimmee for the fixed route bus operations at the City of Kissimmee public works facility known as the LYNX Osceola Satellite Facility (OSF), which will result in an annual increase in lease costs the amount of \$17,752, and a one-time capital cost for leasehold improvements in an estimated amount of \$24,000.

BACKGROUND:

The Board of Directors authorized an amendment to the City of Kissimmee Lease Agreement for parking lot improvements and exercised the five (5) year renewal option at OSF on September 25, 2014. The current leased office space of 900 square feet is being replaced by a 2,432 square foot space made available by the City at a rate of \$11 per gross square foot for a total of \$26,752 per year payable monthly in advance in the amount of \$2,229. In addition to the annual cost of leasing, LYNX anticipates incurring costs for miscellaneous leasehold improvements in the estimated amount of \$24,000. LYNX may procure these miscellaneous improvements, or alternatively may request that the City of Kissimmee complete these improvements in which case LYNX will pay the City directly for the cost of these leasehold improvements.

When LYNX first began operations from OSF, the required staffing level was approximately sixty drivers to occupy 900 square feet of office space. Current services require over one hundred drivers, seven supervisors and nine maintenance personnel assigned to work out of the OSF facility. Physical space is also required for office equipment and furniture to support service operations. The additional space will accommodate the growth since the original move and will allow for future expansion.

FISCAL IMPACT:

LYNX staff included \$80,000 in the FY2016 Proposed Operating Budget to support the City of Kissimmee lease agreement. The projected FY2015 expenses are \$78,679. LYNX is requesting grant funding from the Federal Transit Administration to support the cost of additional leased space and leasehold improvements. If approved, LYNX will request subsequent budget amendment in the future.

Consent Agenda Item #5.D. ix

To: LYNX Board of Directors

From: **Andrea Ostrodka**
DIRECTOR OF PLAN & DEVELOP
Belinda Balleras
(Technical Contact)
Douglas Robinson
(Technical Contact)

Phone: 407.841.2279 ext: 6019

Item Name: **Miscellaneous**
Authorization to Execute MetroPlan Orlando's FY2015-2016 Unified Planning Work Program (UPWP) Pass-Thru Funding Agreement

Date: 9/11/2015

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to execute a pass-thru funding agreement with METROPLAN ORLANDO for planning funds in the amount of \$289,466 to conduct transit planning tasks as set forth in the FY2015/2016 Unified Planning Work Program (UPWP). The FY2015/16 planning funds comprise the Federal Transit Administration 5303 program in the amount of \$250,000 and the Commission for Transportation Disadvantaged in the amount of \$39,466.

BACKGROUND:

METROPLAN ORLANDO is the metropolitan planning organization for Orange, Osceola and Seminole counties, and is responsible for preparing and maintaining the Long Range Transportation Plan and all other related transportation plans required for the region to receive federal and state funding. LYNX is an active member of METROPLAN'S transportation planning processes and committees, and receives funds passed through METROPLAN ORLANDO for transit planning projects.

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 and are passed through to LYNX for planning activities identified as part of the Unified Planning Work Program (UPWP). Additionally, 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 2015/2016 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 2015/2016 fiscal year LYNX planning activities included in METROPLAN ORLANDO's Metropolitan Planning Program and State grants are as follows:

- Transit System Monitoring
- Transit Planning
- Management & Operations
- Smart Growth Planning
- Transportation Disadvantaged Services Planning

Attached to this Consent Agenda Item is a copy of the FY2015/2016 agreement with METROPLAN ORLANDO for transit planning activities. The proposed agreement is a recurring agreement with terms based on the annual funding allocations included in the regionally adopted Unified Planning Work Program.

FISCAL IMPACT:

LYNX staff included \$642,400 in the FY2016 Proposed Operating Budget for planning projects eligible for FTA's 5303 and State Transportation Disadvantaged (TD) funding. The balance of eligible planning projects not funded through the UPWP grant will be covered with other grant funding in the amount of \$355,934.

The funding agreement includes FY2015 carry-forward funds of \$163,449 and FY2014 carry-forward funds of \$17,638 as of the State fiscal year ending June 30, 2015.

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 2015/2016 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 **Four Hundred Seventy Thousand Five Hundred Fifty-Two Dollars and Sixty-Six Cents (\$470,552.66)**. Of this amount, Two Hundred Fifty Thousand Dollars (\$250,000.00) shall be provided from the FTA FL-80-X25 grant for FY 2015/2016.
2. One Hundred Sixty-Three Thousand Four Hundred Forty-Eight Dollars and Ninety-Eight Cents (\$163,448.98) shall be provided as carryforward funds from the FTA FL-80-X24 grant for FY 2014/2015 as of June 30, 2015.
3. Seventeen Thousand Six Hundred Thirty-Seven Dollars and Sixty-Eight Cents (\$17,637.68) shall be provided as carryforward funds from the FTA FL-80-X23 grant for FY 2013/2014 as of June 30, 2015.
4. Thirty-Nine Thousand Four Hundred Sixty-Six Dollars (\$39,466.00) shall be provided from the Florida Commission for the Transportation Disadvantaged FY 2015/2016 planning grant.
5. That the CONTRACTOR hereby covenants and agrees as follows:

A. Audit and Inspection

The CONTRACTOR 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 the Uniform Administrative Requirements, Cost Principles, and Audit

Requirements for Federal Awards (also known as the Super Circular) 2 CFR 200, 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 2 CFR 200 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 relative to non-discrimination in federally assisted programs of the U.S. Department of Transportation 49 CFR Part 21, as amended, which are herein incorporated by reference and made a part of this Agreement.
- (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 during the contract will not discriminate on the grounds of race, color, disability, religion, sex, national origin, or familial status in the selection and retention of contractors and subcontractors, including procurement of material and leases of equipment. The CONTRACTOR will not participate either directly or indirectly in discrimination prohibited by 49 CFR §21.5, including employment practices when the contract covers a program set forth in 49 CFR Part 21, Appendix A.

- (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, age 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 sub-consultant or contractor.
- a. Policy: It is the policy of METROPLAN ORLANDO that disadvantaged businesses, as defined by **49 Code of Federal Regulations**, 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.
- b. 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 to METROPLAN ORLANDO in compliance with 49 CFR, 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, 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) E-Verify.
Vendors/Contractors:
 - a. Shall utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract; and
 - b. Shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- (8) Information and Reports. The CONTRACTOR shall provide all information and reports required by the regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department, the FHWA, the FTA, and METROPLAN ORLANDO to be pertinent to ascertain compliance with such regulations, orders, and instructions. Where any information required of the CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, the CONTRACTOR shall so certify to the Department, the FHWA, the FTA, and METROPLAN ORLANDO, as appropriate, and shall set forth what efforts it has made to obtain the information.
- (9) 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.
- (10) Incorporation of Provisions. The CONTRACTOR will include the provisions of Paragraphs (1) through (9) above in every contract, including procurement of materials and leases of equipment, unless exempt by the regulations, order, or instruction issued pursuant thereto. The CONTRACTOR will take such action with respect to any subcontract or procurement as the FHWA 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 State to enter into such litigation to protect the interests of the State, and in addition, 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.

6. 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 5305(d) Funds or Transportation Disadvantaged planning funds available to perform its obligations hereunder.

7. 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.

8. 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 2 CFR 200.

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.

9. 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.

B. Prompt Payment

(1) METROPLAN ORLANDO requires that 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.

- (2) METROPLAN ORLANDO requires that 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.
- C. 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.
- D. 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.

- E. 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.
- F. Audit Findings. The CONTRACTOR shall be responsible for those audit findings assessed against the CONTRACTOR'S elements of the Unified Planning Work Program.

10. 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.

11. 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.
12. 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."

13. 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.
14. Effective Date. This contract establishes the effective date of October 1, 2015, for the FTA funded work task items, and July 1, 2015, for the TD funded work task item, and recognizes the effective date of October 21, 2013, 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.
15. Term and Termination. The provisions of this Agreement for the FTA funds shall terminate at midnight, September 30, 2016, unless a grant extension is approved by the FTA or FDOT. For the TD funds, this Agreement shall terminate at midnight, June 30, 2016. Either party may terminate this Agreement by providing thirty (30) days written notice to the other party.

MetroPlan Orlando/Central Florida Regional Transportation Authority
Fiscal Year 2015/2016 Unified Planning Work Program
Pass-thru Funding Agreement

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 its Chief Executive Officer, being duly authorized to do so.

Witness

MetroPlan Orlando

Denise Sullivan

By: *Harold W. Barley*
Harold W. Barley, Executive Director

Date: 7-30-15

Witness

Central Florida Regional
Transportation Authority

By: _____
John M. Lewis, Jr., Chief Executive Officer

Date: _____

MetroPlan Orlando/Central Florida Regional Transportation Authority
Fiscal Year 2015/2016 Unified Planning Work Program
Pass-thru Funding Agreement

Exhibit B
Form Letter

July 1, 2015
Third Party Subcontractor
Address
City, State, Zip

Dear Subcontractor:

As a contracted operator in the Central Florida Regional Transportation System, 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). In addition, a Vendor Ombudsman at the Department of Financial Services may be contacted at (850) 413-5516 or toll free (800) 342-2762 for assistance.

Sincerely,

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

Cc: Steve Holmes, Executive Director
Florida Commission for the Transportation Disadvantaged

EXHIBIT C

STATE AGENCY: Florida Commission for the Transportation Disadvantaged

CSFA #: 55.002

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

AMOUNT: \$39,466.00

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 defines allowed tasks 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: \$17,637.68 from FTA FL-80-X23, \$163,448.98 from FTA FL-80-X24, \$250,000.00 from FTA FL-80-X25 and Exhibit "A" attached hereto.

1

Cash Management: N/A

Eligibility:

Applicant eligibility: FTA Metropolitan Planning Grant Funds are administered and disbursed to metropolitan planning organizations under the current MAP-21 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, and 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.
8. perform functions necessary for the achievement of an integrated, efficient and well-balanced public transportation system, and to take all steps and actions necessary or convenient for the conduct of its business

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

Action Agenda Item #6.A

To: LYNX Board of Directors

From: **Blanche Sherman**
DIRECTOR OF FINANCE
Julie Caple
(Technical Contact)
Salawu Ajala
(Technical Contact)

Phone: 407.841.2279 ext: 6100

Item Name: Amendment to LYNX' FY2015 Operating and Capital Budgets

Date: 9/11/2015

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to amend the FY2015 Operating and Capital Budgets to correspond with previous Board item approvals and other various changes necessary to fund and operate LYNX services.

BACKGROUND:

The table below and corresponding bullets provide detailed information on the items comprising the operating budget amendment request:

LYNX Board Agenda

Revenue	FY2015 Amended Budget March 2015	Professional Fees - Workers' Compensation	Purchased Transportation - MV	US 192 BRT	Salaries, Wages & Fringe	Reclassifications / Transfers	FY2015 Amended Budget Total September 2015
Fund Balance	\$ 1,665,286		\$ -	\$ -	\$ -	\$ -	\$ 1,665,286
LYNX-Generated Revenue	38,446,206		-	-	-	-	38,446,206
Federal Revenue	15,875,297		196,535	105,000	-	336,537	16,513,369
State Revenue	13,263,175		-	-	-	140,000	13,403,175
Local Revenue	57,326,743	65,000	254,938	-	-	(319,938)	57,326,743
Total Revenue	\$ 126,576,707	\$ 65,000	\$ 451,473	\$ 105,000	\$ -	\$ 156,599	\$ 127,354,779
Expense							
Salaries/Wages/Fringes	\$ 70,796,959		\$ -	\$ -	\$ 25,646	\$ -	\$ 70,822,605
Other Services	11,138,951	65,000	-	105,000	(25,646)	156,599	11,439,904
Fuel	16,108,610		-	-	-	-	16,108,610
Materials & Supplies	7,411,652		-	-	-	-	7,411,652
Utilities	1,439,337		-	-	-	-	1,439,337
Casualty & Liability	1,399,850		-	-	-	-	1,399,850
Taxes & Tags	409,841		-	-	-	-	409,841
Purchased Transportation	16,929,333		451,473	-	-	-	17,380,806
Miscellaneous	676,674		-	-	-	-	676,674
Interest & Leases	265,500		-	-	-	-	265,500
Total Operating Expenses	\$ 126,576,707	\$ 65,000	\$ 451,473	\$ 105,000	\$ -	\$ 156,599	\$ 127,354,779

Professional Fees - Workers' Compensation – At the March 26, 2015 Board Meeting, the Board approved an amendment to Contract #13-A62 with CorVel Corporation to extend the scope of services for Third Party Administration services to include general liability and to extend the contract term to July 31, 2016. LYNX staff amended the FY2015 Amended Operating Budget by \$65,000 to cover the additional services and contract extension.

Purchased Transportation - At the March 26, 2015 Board Meeting, the Board approved an increase of \$451,473 to the MV Transportation Contract #12-C02 for additional fixed capital costs associated with the increase in peak vehicles required to meet service demand and for the repair of 24 Mobile Data Terminals (MDTs) and installation kits. This contract contains service assumptions based on paratransit service demand established in prior years. Actual paratransit service demand has been greater than anticipated for each of the contract years resulting in an increase in contractor vehicles required to meet the service.

US 192 BRT - At the July 23, 2015 Board Meeting, the Board approved an increase of \$105,000 in the contract for General Transportation Planning and Consulting Services for additional financial and phasing analysis for the US 192 BRT.

Salaries, Wages and Fringe – \$25,646 for State of Florida Financial Services Assessments are being reclassified from Professional Fees – Workers' Compensation to Workers' Compensation Insurance.

Reclassification/Transfers – The net impact is \$156,599. This is due to federal funding for the tires and tubes being understated and engines and transmissions being overstated. In addition, expenses for legal, Veterans Transportation and Community Living Initiative, and landscaping are being reclassified.

The following table summarizes the adjustments mentioned above and formally amends the FY2015 Amended Operating Budget from \$126,576,707 to \$127,354,779 as follows:

FY2015 Amended Operating Budget

	FY2015 Amended		FY2015 Amended
Operating Revenues	Budget	Revisions	Budget Total
Fund Balance	\$ 1,665,286	\$ -	\$ 1,665,286
LYNX-Generated Revenue	38,446,206	-	38,446,206
Federal Revenue	15,875,297	638,072	16,513,369
State Revenue	13,263,175	140,000	13,403,175
Local Revenue	57,326,743	-	57,326,743
Total Revenue	\$ 126,576,707	\$ 778,072	\$ 127,354,779

These funds are programmed to fund the following types of expenses:

	FY2015		FY2015
Operating Expenses	Amended	Revisions	Amended
	Budget		Budget Total
Salaries/Wages/Fringes	\$ 70,796,959	\$ 25,646	\$ 70,822,605
Other Services	11,138,951	300,953	11,439,904
Fuel	16,108,610	-	16,108,610
Materials & Supplies	7,411,652	-	7,411,652
Utilities	1,439,337	-	1,439,337
Casualty & Liability	1,399,850	-	1,399,850
Taxes & Tags	409,841	-	409,841
Purchased Transportation	16,929,333	451,473	17,380,806
Miscellaneous	676,674	-	676,674
Interest & Leases	265,500	-	265,500
Total Operating Expenses	\$ 126,576,707	\$ 778,072	\$ 127,354,779

The following table reflects adjustments related to FY2015 Amended Capital Budget as follows:

FY2015 Amended Capital Budget

	F Y 2015		F Y 2015
Capital Contributions	Amended	Reclassifications	Amended
	Budget as of		Budget as of
	March 2015		September 2015
Federal Contributions	\$ 82,150,813	\$ -	\$ 82,150,813
State Contributions	411,879	-	411,879
Local Contributions	6,666,936	-	6,666,936
Reserves	200,000	-	200,000
Total	\$ 89,429,628	\$ -	\$ 89,429,628

These funds are programmed to fund the following types of expenditures:

Capital Expenditures	FY2015 Amended	Reclassifications			FY2015 Amended
	as of March 2015	Real Time Information	Kissimmee Intermodal	Vehicles	as of September 2015
Revenue Vehicles	\$ 49,153,072	\$ -	\$ -	\$ 100,646	\$ 49,253,718
BRT	15,674,570	-	-	-	15,674,570
Facilities	2,922,475	-	(1,192)	-	2,921,283
Passenger Amenities	12,987,746	(3,300,000)	1,192	-	9,688,938
Technology	3,823,241	3,300,000	-	-	7,123,241
Security	1,010,244	-	-	-	1,010,244
Support Equipment	2,054,205	-	-	(100,646)	1,953,559
ARRA	1,804,075	-	-	-	1,804,075
Total	\$ 89,429,628	\$ -	\$ -	\$ -	\$ 89,429,628

- Reclassification of Real Time Information from Passenger Amenities to Technology
- Reclassification of Service Vehicles from Support Equipment to Vehicles
- Reclassification of Kissimmee Intermodal Purchase Order balance from Facilities to Passenger Amenities.

FISCAL IMPACT:

The FY2015 Amended Operating Budget will increase from \$126,576,707 to \$127,354,779. The FY2015 Amended Capital Budget will remain \$89,429,628.

FY2015 Amended Operating & Capital Budgets

Presented to the
LYNX Board of Directors
by Blanche W. Sherman, CPA
Director of Finance
September 11, 2015

FY2015 Operating Budget Overview



	FY2015 Amended Budget as of March 2015	FY2015 Amended Budget as of September 2015	% Change
Operating Revenue	\$ 126,576,707	\$ 127,354,779	0.6%
Operating Expenses	126,576,707	127,354,779	0.6%
Operating Income/(Deficit)	\$ -	\$ -	0.0%

Key Operating Budget Amendment Basis



- Professional Fees – Workers’ Compensation - extension to scope of service and contract
- MV Transportation, Inc. - contract modification for adjustment to productivity goals and increased capital costs
- US 192 BRT - financial and phasing analysis
- Salaries, Wages and Fringe - Workers Compensation Insurance reclassification
- Reclassifications/Transfers for TD funds, tires & tubes lease, engines & transmissions, landscaping and legal fees

FY2015 Operating Revenue



	FY2015 Amended Budget as of March 2015	FY2015 Amended Budget as of September 2015	% Change
Operating Revenues			
Fund Balance	\$ 1,665,286	\$ 1,665,286	0.0%
Customer Fares	29,530,910	29,530,910	0.0%
Contract Services	6,593,296	6,593,296	0.0%
Advertising on Buses	1,875,000	1,875,000	0.0%
Advertising - Trade	30,000	30,000	0.0%
Interest & Other Income	417,000	417,000	0.0%
Federal Revenue	15,875,297	16,513,369	4.0%
State Revenue	13,263,175	13,403,175	1.1%
Local Revenue	57,326,743	57,326,743	0.0%
Total Revenue	\$126,576,707	\$ 127,354,779	0.6%

FY2015 Operating Expenses



	FY2015 Amended Budget as of March 2015	FY2015 Amended Budget as of September 2015	% Change
Operating Expenses			
Salaries/Wages/Fringes	\$ 70,796,959	\$ 70,822,605	0.0%
Other Services	11,138,951	11,439,904	2.7%
Fuel	16,108,610	16,108,610	0.0%
Materials & Supplies	7,411,652	7,411,652	0.0%
Utilities	1,439,337	1,439,337	0.0%
Casualty & Liability	1,399,850	1,399,850	0.0%
Taxes & Tags	409,841	409,841	0.0%
Purchased Transportation	16,929,333	17,380,806	2.7%
Miscellaneous	676,674	676,674	0.0%
Interest & Leases	265,500	265,500	0.0%
Total Operating Expenses	\$126,576,707	\$ 127,354,779	0.6%

Key Capital Budget Amendment Basis

- Reclassification of Real Time Information from Passenger Amenities to Technology
- Reclassification of Service Vehicles from Support Equipment to Vehicles
- Reclassification of Kissimmee Intermodal Purchase Order Balance from Facilities to Passenger Amenities

FY2015 Capital Budget Overview

	FY2015 Amended Budget as of March 2015	FY2015 Amended Budget as of September 2015	% Change
Capital Contributions	\$ 89,429,628	\$ 89,429,628	0.00%
Capital Expenditures	89,429,628	89,429,628	0.00%
Capital Gains/(Losses)	\$ -	\$ -	N/A

FY2015 Capital Budget Contributions

	FY2015 Amended Budget as of March 2015	Reclassifications	FY2015 Amended Budget as of September 2015
Capital Contributions			
Federal Contributions	\$ 82,150,813	\$ -	\$ 82,150,813
State Contributions	411,879	-	411,879
Local Contributions	6,666,936	-	6,666,936
Reserves	200,000	-	200,000
Total	\$ 89,429,628	\$ -	\$ 89,429,628

FY2015 Capital Expenditures



<u>Capital Expenditures</u>	FY2015 Amended Budgets of March 2015	Reclassifications	FY2015 Amended Budget as of September 2015
Revenue Vehicles	\$ 49,153,070	\$ 100,646	\$ 49,253,716
BRT	15,674,570	-	15,674,570
Facilities	2,922,475	(1,192)	2,921,283
Passenger Amenities/Related	12,987,746	(3,298,808)	9,688,938
Technology	3,823,241	3,300,000	7,123,241
Security	1,010,244	-	1,010,244
Support Equipment	2,054,206	(100,646)	1,953,560
ARRA	1,804,076	-	1,804,076
Total	\$ 89,429,628	\$ -	\$ 89,429,628

Board Action Requested



LYNX staff is asking for approval of the amended FY2015 operating and capital budgets.

	FY2015 Amended Budget as of March 2015	FY2015 Amended Budget as of September 2015	% Change
Operating	\$ 126,576,707	\$ 127,354,779	0.6%
Capital	89,429,628	89,429,628	0.0%
Total	\$ 216,006,335	\$ 216,784,407	0.4%

Action Agenda Item #6.B

To: LYNX Board of Directors

From: **Blanche Sherman**
DIRECTOR OF FINANCE
Julie Caple
(Technical Contact)
Salawu Ajala
(Technical Contact)

Phone: 407.841.2279 ext: 6100

Item Name: Authorization to Adopt Fiscal Year 2016 Operating and Capital Budgets

Date: 9/11/2015

ACTION REQUESTED:

Staff is requesting the Board of Directors' adoption of the Fiscal Year 2016 Operating and Capital Budgets.

BACKGROUND:

At the March 26, 2015 Board meeting, staff presented the preliminary FY2016 Operating Budget in the amount of \$126,493,478 to the Board of Directors. Since then, presentations have been made and/or information has been provided to Orange, Osceola, and Seminole counties, assumptions have been reexamined and the cost of providing service for next fiscal year has been discussed, which has decreased the FY2016 Operating Budget by 0.4 percent.

Final approval from the funding partners regarding their proposed funding levels of service is needed. If the final approved funding levels are different than expected, we will adjust our budget accordingly.

OVERVIEW:

Budget Highlights

The FY2016 proposed budget totals \$221,589,243, of which \$127,045,444 represents operating expenses and \$94,543,799 represents capital expenditures. This is a net increase in the total budget of 4,804,836 or 2.2% from the FY2015 Amended Budget.

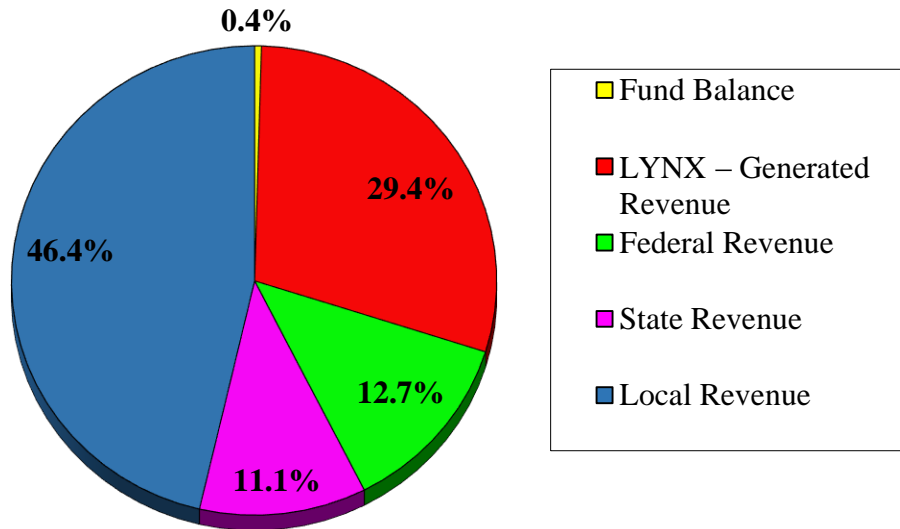
Operating Budget

The proposed Operating Budget for FY2016 is \$127,045,044 which is a decrease of \$309,335 or 0.2% from the FY2015 Amended Operating Budget.

LYNX Board Agenda

The Operating Budget is funded by a combination of LYNX-generated revenue and federal, state, and local dollars. These funds are used to fund personnel, services, materials, supplies, taxes, utilities, casualty & liability, purchased transportation, leases and miscellaneous expenses. Specifically, this budget includes funds from the following areas:

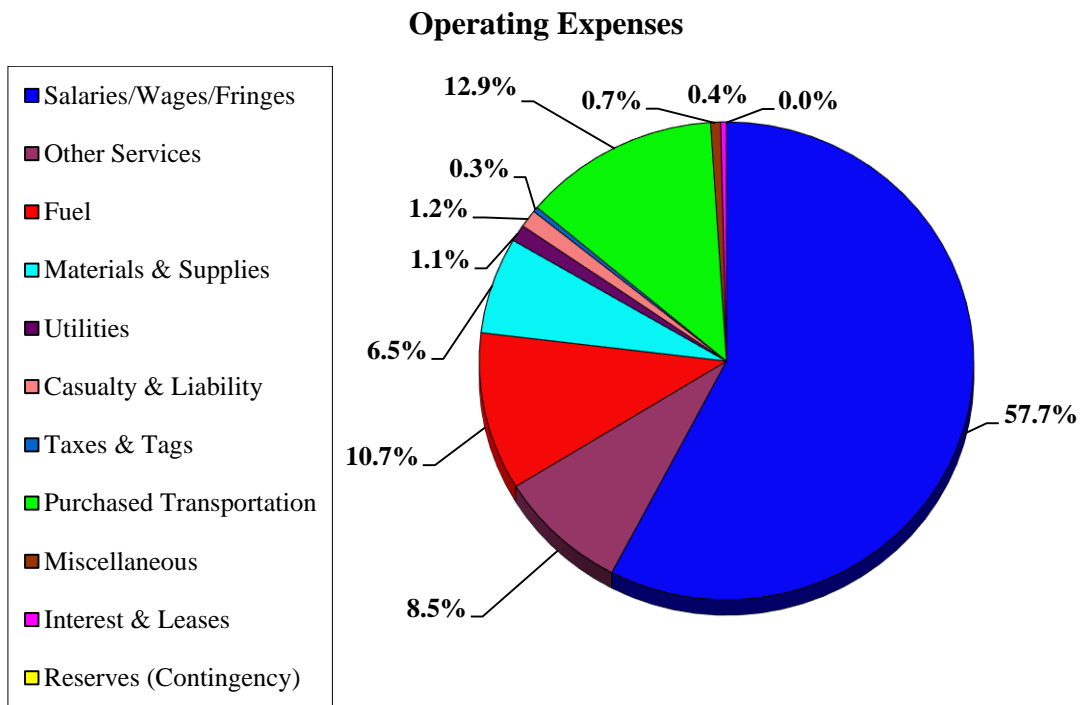
Operating Revenue



TOTAL OPERATING REVENUES - \$127,045,444

<u>Revenue:</u>	<u>FY2016 Operating Budget Revenue</u>
Fund Balance	\$ 571,571
LYNX-Generated Revenue	37,392,598
Federal Revenue	16,087,336
State Revenue	14,103,842
Local Revenue	58,890,097
Total Revenue	\$ 127,045,444

These funds are programmed to fund the following expenses:



TOTAL OPERATING EXPENSES - \$127,045,444

Expenses:	FY2016 Operating Expenses
Salaries/Wages/Fringes	\$ 73,270,554
Other Services	10,861,200
Fuel	13,569,071
Materials & Supplies	8,284,043
Utilities	1,454,571
Casualty & Liability	1,524,850
Taxes & Tags	434,605
Purchased Transportation	16,334,771
Miscellaneous	826,779
Interest & Leases	485,000
Total Operating Expenses	\$ 127,045,444

Capital Budget

The proposed Capital Budget for FY2016 is \$94,543,799, which is an increase of \$5,114,171 or approximately 5.7% more than the FY2015 Amended Capital Budget. The increase in the capital budget from the FY2015 Amended Capital Budget results from the planned construction modifications to the CNG bus facility, CNG replacement buses, and the upgrade to mobile ticketing.

LYNX Board Agenda

The capital budget is funded from a combination of federal, state and local sources, and includes items such as the planned purchase of replacement buses and vans, bus shelters, and the use of technology to assist in service delivery and improvements. The majority of the capital budget, 92.35% is funded through federal grants, .45% is funded through state grants, and the remaining 7.2% through local funds and reserves. The local contribution from the funding partners covers the capital bus lease, ten (10) articulated buses and LYMMO BRT expansion projects. In addition, funding through LYNX negotiated agreements will contribute to passenger shelter costs.

Specifically, this budget includes funds from the following areas:

Federal	\$87,313,091
State	429,256
Local	6,601,452
Reserves	200,000
Total	<u>\$94,543,799</u>

The table below identifies capital expenditures by program:

Capital Program		FY2016 Requests
1)	Vehicles	\$ 53,604,430
2)	BRT	14,070,635
3)	Facilities	5,776,330
4)	Passenger Amenities / Related Enhancements	10,064,773
5)	Technology	5,578,366
6)	Security	603,995
17)	Support Equipment	4,845,270
	Total	<u>\$94,543,799</u>

Notes:

- 1) Vehicles include expansion and replacement vehicles for fixed-route, vanpool, and paratransit services and support vehicles.
- 2) BRT includes the Orange, Lime, and Grapefruit LYMMO line capital activities, as well as, the FlexBus project.
- 3) Facilities include funds for LCS, LOC, Osceola, LB McLeod improvements and CNG facility modifications.
- 4) Passenger amenities include shelters, transfer centers, solar power, benches, and trash receptacles.
- 5) Technology includes items to improve communication and information delivery such as network improvements, servers, software upgrades and real time information.
- 6) Security includes equipment to enhance security and surveillance.
- 7) Support equipment includes items such as mobile ticketing, fare payment on board validators, copiers, printers, shop tools, furniture, and storage cabinets.

FISCAL IMPACT:

The budget will be financed from operating revenues and assistance from federal, state, and local governments. No funds will be committed to the Operating and Capital Programs unless they are budgeted and fully funded by federal, state, and local sources.

FY2016 Proposed Operating & Capital Budgets

Presented to the
LYNX Board of Directors
by Blanche W. Sherman, CPA
Director of Finance
September 11, 2015

Key Budget Assumptions - Overall

- FY2016 Funding based on LYNX adopted Funding Model
- Maximize current service levels through efficiencies
- Apply additional Flex (NeighborLink) services, where appropriate

Key Budget Assumptions - Revenue

- Maintain current Preventative Maintenance Funding Level
- Maximize use of Anticipated Advertising Revenue
- Potential Royalties from third party usage of Compressed Natural Gas (CNG)

Key Budget Assumptions - Expenses

- Continuation of Fuel Hedging Program, as appropriate
- Impacts of conversion to Compressed Natural Gas (CNG)
- Continued application of reductions based on LYNX ownership of paratransit vehicles
- Continuation of Bio-diesel Program, as appropriate
- Evaluate LYNX' current Health Insurance Program for consideration of becoming self insured.
- Osceola County Service Improvements (Link 10 & Link 26)

Pending Items

- Implementation of Funding Partner approved COA Recommendations
- Impacts of SunRail Phase 2 expansion



FY2016 Operating Budget Overview

	<u>FY2015 Amended</u>	<u>FY2016 Proposed</u>	<u>% Change</u>
Operating Revenue	\$ 127,354,779	\$ 127,045,444	-0.2%
Operating Expenses	<u>127,354,779</u>	<u>127,045,444</u>	<u>-0.2%</u>
Operating Income/(Deficit)	<u>\$ -</u>	<u>\$ -</u>	<u>N/A</u>

FY2016 Operating Revenue



	FY2015 Amended Budget	FY2016 Proposed Budget	Dollar Change Amount	% Change
Operating Revenues				
Fund Balance*	\$ 1,665,286	\$ 571,571	\$ (1,093,715)	-66%
Customer Fares	29,530,910	29,451,480	(79,430)	-0.3%
Contract Services	6,593,296	5,398,265	(1,195,031)	-18.1%
Advertising on Buses	1,875,000	2,050,000	175,000	9.3%
Advertising - Trade	30,000	30,000	-	0.0%
Interest & Other Income	417,000	462,853	45,853	11.0%
Federal Revenue	16,513,369	16,087,336	(426,033)	-2.6%
State Revenue	13,403,175	14,103,842	700,667	5.2%
Local Revenue	57,326,743	58,890,097	1,563,354	2.7%
Total Revenue	\$ 127,354,779	\$ 127,045,444	\$ (309,335)	-0.2%

* Includes carry-over contingency and prepaid funding

FY2016 Operating Expenses



	FY2015 Amended Budget	FY2016 Proposed Budget	Dollar Change Amount	% Change
Operating Expenses				
Salaries/Wages/Fringes	\$ 70,822,605	\$ 73,270,554	\$ 2,447,949	3.5%
Other Services	11,439,904	10,861,200	(578,704)	-5.1%
Fuel	16,108,610	13,569,071	(2,539,539)	-15.8%
Materials & Supplies	7,411,652	8,284,043	872,391	11.8%
Utilities	1,439,337	1,454,571	15,234	1.1%
Casualty & Liability	1,399,850	1,524,850	125,000	8.9%
Taxes & Tags	409,841	434,605	24,764	6.0%
Purchased Transportation	17,380,806	16,334,771	(1,046,035)	-6.0%
Miscellaneous	676,674	826,779	150,105	22.2%
Interest & Leases	265,500	485,000	219,500	82.7%
Total Operating Expenses	\$ 127,354,779	\$ 127,045,444	\$ (309,335)	-0.2%



FY2016 Local Revenue by Jurisdiction

	FY2015 Amended Budget	Preliminary Regional Model Need for FY2016	Net Increase (Decrease)	Percentage Increase (Decrease)
Operating Funding				
Orange County	\$ 40,321,585	\$ 39,701,511	\$ (620,074)	-1.5%
Osceola County	5,479,172	6,393,683	914,511	16.7%
Seminole County	6,249,068	6,175,067	(74,001)	-1.2%
City of Orlando	3,895,598	4,046,660	151,062	3.9%
City of Orlando - LYMMO	2,060,215	2,305,411	245,196	11.9%
Subtotal	\$ 58,005,638	\$ 58,622,332	\$ 616,694	1.1%
St. Cloud	\$ 161,999	\$ -	\$ (161,999)	-100.0%
Altamonte Springs	120,900	120,900	-	0.0%
Sanford	93,000	93,000	-	0.0%
Lake County	242,180	259,990	17,810	7.4%
Subtotal	\$ 618,079	\$ 473,890	\$ (144,189)	-23.3%
Subtotal Operating Funding	\$ 58,623,717	\$ 59,096,222	\$ 472,505	0.8%
Capital Contributions				
Orange County	\$ 1,687,947	\$ 1,701,304	\$ 13,357	0.8%
Osceola County	193,753	203,270	9,517	4.9%
Seminole County	216,984	214,016	(2,968)	-1.4%
Subtotal	\$ 2,098,684	\$ 2,118,590	\$ 19,906	0.9%
Total Local Funds	\$ 60,722,401	\$ 61,214,812	\$ 492,411	0.8%

KEY Capital Budget Assumptions



- Enhance LYNX facilities
- Construction Modification to CNG Bus Facility
- Advanced Fare Collection – Mobile Ticketing
- Fleet to support all service modes
- Continue LYMMO expansion activities
- Passenger Amenities Program improvements
- Continuation of security and surveillance
- Advance communications and technological capabilities

FY2016 Capital Budget Overview

	FY2015 Amended Budget	FY2016 Proposed Budget	% Change
Capital Contributions	\$ 89,429,628	\$ 94,543,799	5.7%
Capital Expenditures	89,429,628	94,543,799	5.7%
Capital Gains/(Losses)	\$ -	\$ -	N/A



FY2016 Capital Budget Contributions

<u>Capital Contributions</u>	<u>FY2015 Amended Budget</u>	<u>FY2016 Proposed Budget</u>	<u>% Change</u>
Federal Contributions	\$ 82,150,813	\$ 87,313,091	6.3%
State Contributions	411,879	429,256	4.2%
Local Contributions	6,666,936	6,601,452	-1.0%
Reserves	200,000	200,000	0.0%
Total	<u>\$ 89,429,628</u>	<u>\$ 94,543,799</u>	<u>5.7%</u>

FY2016 Proposed Capital Budget – Local Contributions



Description	FY2016 Proposed Budget Amount	Source
*LYMMO- East/West	\$ 181,807	City of Orlando
LYMMO- Parramore	3,653,470	City of Orlando, Orlando Utilities Commission, Other Utilities
Capital Bus Lease	1,000,000	Local \$2 Capital
Articulated CNG Buses	1,481,600	Local \$2 Capital
Passenger Amenities	284,575	Wal-Mart/Mills District/Pine Hill
Total	\$ 6,601,452	

***This amount has already been paid by the City of Orlando.**

FY2016 Budget Summary



	FY2015 Amended	FY2016 Proposed	Change
Operating Revenue	\$ 127,354,779	\$ 127,045,444	-0.2%
Operating Expenses	<u>127,354,779</u>	<u>127,045,444</u>	-0.2%
Operating Income/(Deficit)	\$ -	\$ -	N/A
Capital Funding	\$ 89,429,628	\$ 94,543,799	5.7%
Capital Expenditures	<u>89,429,628</u>	<u>94,543,799</u>	5.7%
Capital Income/(Deficit)	\$ -	\$ -	N/A
Total Sources of Funding	\$ 216,784,407	\$ 221,589,243	2.2%
Total Uses of Funding	<u>216,784,407</u>	<u>221,589,243</u>	2.2%
Net Financial Position	\$ -	\$ -	N/A
Staffing Count	1108	1117	9

Future Items



- Consideration of Public/Private Partnership (P3) (satellite facilities/BRT)
- Continue to review the type of fixed route vehicles used in future operations
- Seek State grant funding opportunities for capital projects

Operating Budget Calendar



Final Board Action

September 11

Budget Year 15– 16 Commences

October 1

Action Agenda Item #6.C

To: LYNX Board of Directors

From: Blanche Sherman
DIRECTOR OF FINANCE
Julie Caple
(Technical Contact)

Phone: 407.841.2279 ext: 6100

Item Name: Authorization to Enter into the FY2016 Service Funding Agreements with the Regional Funding Partners

Date: 9/11/2015

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to enter into funding agreements with the Regional Funding Partners listed below for the provision of public transportation services corresponding with its respective funding contribution for the Fiscal Year 2016 Budget. The actual amounts of the agreements will be final once the Board has approved the budget for FY2016.

Orange County	\$41,402,815
Osceola County	\$ 6,433,033
Seminole County	\$ 6,389,083
City of Orlando*	\$ 4,004,455
City of Altamonte Springs	\$ 120,900
City of Sanford	\$ 93,000
Lake County- Link 55	\$ 259,990
Disney	\$ 324,341

*City of Orlando's LYMMO Service is not included and is under a separate agreement.

To the extent there are any changes to the funding agreements, LYNX staff will negotiate those changes through an amendment to the addendum and if those changes are not materially adverse to LYNX. This will allow the Chief Executive Officer or designee to enter into those funding agreements without further Board approval.

BACKGROUND:

The Counties of Lake, Orange, Osceola and Seminole and the Cities of Orlando, Altamonte

Springs, and Sanford (hereinafter, the Regional Funding Partners) all recognize the need to provide public transportation services in an efficient manner and acknowledge the benefits of increased ridership on the regional public transportation system.

LYNX and the Regional Funding Partners desire to formally enter into service funding agreements to establish the most prudent utilization of resources and to target service improvements based upon traffic, levels of service, transit operations, and customer demand considerations.

The services and enhancements, which will be made and approved in this agreement, are in conformance with the LYNX Transportation Development Program (TDP).

The funding partner agreement for FY2016 contains the following:

- a) A uniform funding agreement for all funding partners.
- b) A provision that allows for continued monthly or quarterly payments by the funding partners subsequent to the end of each fiscal year.
- c) An “addendum” to the contract that will provide for particular or unique requirements by the various funding partners.

A copy of the proposed service funding agreement that will be entered into between LYNX and each of the Regional Funding Partners for Fiscal Year 2016 is attached. The proposed addendums for each of the partners is also attached. Authorization is requested from the Board for LYNX staff to complete the funding agreement with each funding partner, including completion of the exhibits and addenda incorporating all edits agreed upon by all funding partners. This will permit the funding agreements to be executed more quickly after the beginning of LYNX’ fiscal year. Changes will be permitted to the funding agreement by way of changes to the addendum provided that said changes are not materially adverse to LYNX.

SERVICE FUNDING AGREEMENT
by and between
OSCEOLA COUNTY, FLORIDA
and
LYNX

THIS SERVICE FUNDING AGREEMENT (“Agreement”) is made and entered into by and between **OSCEOLA COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida, whose principal address is 1 Courthouse Square, Kissimmee, Florida 34741 (hereinafter the “**Funding Partner**” or “**County**”), and the **CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY**, a body politic and corporate created pursuant to Part II, Chapter 343, Florida Statutes, whose principal address is 455 North Garland Avenue, Orlando, Florida 32801 (hereinafter “**LYNX**”).

WITNESSETH

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, the Funding Partner recognizes the need to provide Public Transportation (as hereinafter defined) in an efficient manner and acknowledges the benefits of increased ridership on the regional transportation system; and

WHEREAS, increasing traffic congestion and continued population growth require mass transit service improvements; and

WHEREAS, reliable and convenient mass transit service offers a viable alternative to private automobile travel; and

WHEREAS, the Funding Partner recognizes the need to maintain and improve transit services; and

WHEREAS, pursuant to Section 343.64, Florida Statutes, LYNX has the authority to own, operate, maintain, and manage a Public Transportation system in the area of Orange, Seminole and Osceola Counties; and

WHEREAS, LYNX currently provides mass transit services within the geographical limits of the Funding Partner; and

WHEREAS, pursuant to Section 343.64, Florida Statutes, LYNX has the right to contract with other governmental entities, including the Funding Partner, and has the right to accept funds from such other governmental entities; and

WHEREAS, the Funding Partner and LYNX entered into an Interlocal Agreement for Public Transit Services dated as of November 10, 2014 (the “**Prior Fiscal Year Funding**”)

Agreement”) pursuant to which the Funding Partner agreed to appropriate funds to LYNX for fiscal year from October 1, 2014 to September 30, 2015 to support LYNX Public Transportation services within the Service Area (as hereinafter defined); and

WHEREAS, the term of the Prior Fiscal Year Funding Agreement ended on September 30, 2015; and

WHEREAS, the Funding Partner has budgeted funds for the fiscal year beginning on October 1, 2015 and ending on September 30, 2016 (“**Fiscal Year**”) to support LYNX’s Public Transportation services for such fiscal year; and

WHEREAS, LYNX and the Funding Partner wish to acknowledge that appropriate methodology has been used to determine the recommended level of funding by each Funding Partner; and

WHEREAS, at present, LYNX and the Funding Partner acknowledge that the funds provided by the Funding Partner to LYNX are used as the Funding Partner’s support of the regional Public Transportation System only within the Service Area (as hereinafter defined).

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

1. **Recitals**. The Funding Partner 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.

2. **Definitions**. The following capitalized terms shall have the following meanings:

“**Access LYNX**” means LYNX’s van transit service for medically-qualified, physically challenged transit customers.

“**ADA**” means the Americans with Disabilities Act of 1990.

“**Agreement**” means this Service Funding Agreement and its Exhibits.

“**Appropriated Amount**” means the amount to be paid to LYNX by the Funding Partner for the Current Fiscal Year in consideration of the Public Transportation to be provided by LYNX hereunder, as set forth in paragraph 3 hereof.

“**Current Fiscal Year**” shall mean the fiscal year beginning on October 1, 2015 and ending on September 30, 2016.

“**Deadhead Hours**” means the vehicle hours of operation incurred in non-Revenue Service in support of Revenue Service (i.e., hours from the garage to the beginning of a route).

“**Deadhead Miles**” means the vehicle miles incurred in non-Revenue Service in support of Revenue Service (i.e., miles from the garage to the beginning of a route).

“Demand Response Service” or **“NeighborLink”** means service provided in response to passenger requests made in advance to LYNX, which then dispatches a vehicle to pick up the passengers and transport them to their destinations or to a fixed-route transfer point within a designated demand response service area.

“Fiscal Year” or **“Current Fiscal Year”** means the twelve (12) month period commencing October 1, 2015 and ending the following September 30, 2016.

“Fixed-Route Service” means service provided on a repetitive, fixed-schedule basis along a specific route with vehicles stopping to pick up and deliver passengers to specific locations. Unlike demand response service, Fixed-Route Service services the same origins and destinations. Fixed-Route Service includes route deviation service, where revenue vehicles deviate from fixed-routes on a discretionary basis.

“FDOT” means the Florida Department of Transportation.

“FTA” means the Federal Transit Association.

“New Appropriated Amount” means the amount that is approved or appropriated by the Funding Partner for the Next Fiscal Year in consideration of the Public Transportation to be provided by LYNX hereunder for the Next Fiscal Year, as set forth in paragraph 3 below.

“Next Fiscal Year” means the twelve (12) month period immediately following the Current Fiscal Year, and is the period commencing October 1, 2016 and ending the following September 30, 2017.

“Operating Expenses” mean the expenses associated with the operations of LYNX, and which are classified by function or activity.

“Passenger Fares” means the revenue earned from carrying passengers in regularly scheduled service. Passenger Fares include the base fare, distance premiums, express service premiums, transfers and quantity purchased discount fares (i.e., daily, seven-day, thirty-day, student, senior, etc. tickets and passes).

“Passenger Trips” means the number of fare-paying individuals who ride LYNX’s buses in any given period with each individual being counted once per boarding.

“Public Transportation” means transportation by a conveyance (e.g., by bus or van) that provides regular and continuing general or special transportation to the public, but does not include light rail. “Special transportation” includes transportation services being provided to the public pursuant to the ADA.

“Revenue Hours” means the hours a vehicle travels while in Revenue Service, which excludes Deadhead Hours.

“Revenue Miles” means the miles a vehicle travels while in Revenue Service, which excludes Deadhead Miles.

“**Revenue Service**” means the portion of the trip and/or period of time when a vehicle is available to board and alight fare-paying transit passengers.

“**Service Area**” means generally the geographic area or the Fixed-Route Service, as the case may be, described and set forth in **Exhibit "A"** attached hereto.

3. **Funding Partner Obligations.**

(a) **Current Fiscal Year.**

(i) The Funding Partner agrees to appropriate the amount specified on **Exhibit “B”** attached hereto (the “**Appropriated Amount**”) to LYNX for the Fiscal Year for the provision of Public Transportation within the Service Area.

(ii) The Appropriated Amount shall be paid by the Funding Partner to LYNX in twelve (12) equal monthly installments, with each installment being due on the first day of each month. The first installment payment shall be due upon the later of (x) October 1, 2015 or (y) thirty (30) days after the execution date of this Agreement; and any other installment payments which would be due prior to the execution date of this Agreement shall also be paid within thirty (30) days after the execution date of this Agreement.

(iii) In the event that the Appropriated Amount is less than the amount suggested by the Funding Model to fully fund the agreed upon service level in the Funding Partner’s Service Area, or in the event that the Appropriated Amount is less than the actual cost to fully fund the agreed upon service level in the Funding Partner’s Service Area, LYNX may, at its discretion, (x) utilize reserves to fund the difference and continue to provide the requested service level, or (y) reduce the service level in the Funding Partner’s Service Area to a level equivalent to the Appropriated Amount. However, in the event clause (x) is applicable, then the Funding Partner will promptly pay said difference to LYNX within thirty (30) days after the execution date of this Agreement.

(iv) In regard to Paragraph 3(a)(ii), above, for each monthly installment, LYNX will invoice the Funding Partner on a monthly basis and said amount shall be paid within thirty (30) days after the receipt by the Funding Partner of said invoice. However, in regard to any monthly installments that remain unpaid prior to the execution of this Agreement, those unpaid monthly installments (for which LYNX will furnish the Funding Partner invoices) will be paid within thirty (30) days after the execution date of the Agreement.

(b) **Next Fiscal Year.** If, prior to the termination date of this Agreement (as set forth in Paragraph 20 below), the Funding Partner and LYNX have not reached a written agreement setting forth an appropriation to LYNX for the Next Fiscal Year, then, notwithstanding the expiration of this Agreement at the end of the Current Fiscal Year and in

order to continue the Public Transportation after said expiration, the Funding Partner shall continue to pay LYNX for the Next Fiscal Year the amount set forth below:

(i) The amount to be paid shall be the Appropriated Amount for the Current Fiscal Year. This Appropriated Amount for the Current Fiscal Year (the “**Post-Termination Payment**”) shall be paid as provided herein.

(ii) LYNX will prepare and submit invoices for the Post Termination Payments and the Funding Partner will make such Post-Termination Payments within thirty (30) days after its receipt of such invoices from LYNX.

(iii) The Post Termination Payment shall be paid in equal monthly installments due on the first day of each month commencing October 1, 2016 until the earliest to occur of the following: (x) LYNX and the Funding Partner reach a written agreement setting forth a different appropriation for the Next Fiscal Year; (y) one hundred twenty (120) days following the date that the Funding Partner, through action taken by its governing board, notifies LYNX in writing that it wishes to terminate this Agreement and no longer receives from LYNX the Public Transportation services provided herein; or (z) the date that LYNX actually discontinues the Public Transportation services to the Funding Partner, at which time this Agreement and specifically the provisions of this subparagraph 3(b) will no longer be applicable. LYNX may, within its discretion, reduce, eliminate or discontinue the provision of Public Transportation services to the Funding Partner immediately upon providing the Funding Partner with written notice of same. If this subparagraph 3(b) is applicable, the parties will reconcile the difference between the amount that was paid by the Funding Partner and the amount that has been agreed upon for the Next Fiscal Year in the first month following the earliest of the occurrences set forth above.

(iv) If a written agreement for the Next Fiscal Year is not entered into between LYNX and the Funding Partner by November 30 of the Next Fiscal Year, then, in that event, LYNX will undertake the necessary procedure for the discontinuation of the service which process takes approximately one hundred and twenty (120) days. If a new Funding Agreement for the Next Fiscal Year is not entered into by January 31 of the Next Fiscal Year, then LYNX may discontinue the service in accordance with its policies and the Funding Partner will in any event pay for any service provided for the Next Fiscal Year, including any service that may be provided of necessity by LYNX after January 31 in accordance with its procedures.

(c) Notwithstanding anything to the contrary set forth herein, the payment of all amounts due to LYNX hereunder shall be made in compliance with the Florida Prompt Payment Act, codified at Sections 218.70 to 218.80, Florida Statutes.

4. **LYNX Obligations.**

(a) **Service.** LYNX agrees to provide Public Transportation within the Service Area during the Fiscal Year. LYNX shall request written approval from the Funding Partner prior to implementing any of the following changes which may result in a greater than

two percent (2%) increase or decrease of Fixed-Route Service hours within the Service Area (as computed on an annual basis), which written approval shall not be unreasonably withheld or delayed:

- (i) Addition of route(s)
- (ii) Elimination of route(s)
- (iii) Combination of routes
- (iv) Changes to service span
- (v) Change to service frequency
- (vi) Changes in days of operation

To the extent that there is any increase or decrease of Fixed-Route Service hours greater than two percent (2%) (which would require approval of the Funding Partner), then, in that case, there will be a corresponding increase or decrease in the Appropriated Amount to be paid to LYNX by the Funding Partner from and after said increase or decrease is put into effect.

(b) **Quarterly Reporting.** For the purposes of operations and management analysis, LYNX agrees to provide the Funding Partner quarterly written performance reports reflecting the LYNX operations of the prior quarter. The quarterly reporting periods shall end on December 31, March 31, June 30 and September 30 and said reports shall be submitted to the Funding Partner's Office of Management and Budget and Office of Regional Mobility within forty-five (45) days after the end of each quarter. Each quarterly report will include the following items:

- (i) Maps and schedules for each route operating in the Service Area.
- (ii) Official LYNX monthly ridership reports showing a breakdown of actual aggregate ridership by mode (i.e., Fixed-Route Service, Demand Response Service, LYMMO, Access LYNX, Van Plan and special shuttles).
- (iii) An operational service characteristics report for current services provided, which would include (1) revenue hours, (2) revenue miles, and (3) unlinked passenger trips.
- (iv) A comparison of actual revenue and expenditures to budgeted revenues and expenditures with explanations for variances that are plus or minus 10% and exceed \$50,000.
- (v) A route performance report, which reports and ranks each route which is located in the County for the Funding Partner, monthly based on the following:
 - (A) Subsidy per Passenger Trip

- (B) Passengers per trip
- (C) Passengers per Revenue Hour
- (D) Passengers per Revenue Mile
- (E) Percent farebox return (i.e., percent of Operating Expenses recovered through farebox).

(vi) Current and contemporaneous versions of the LYNX regional model, which is the model used by LYNX to apportion total Operating Expenses, less adjustments, to the Funding Partners based on Fixed-Route Service hours, ADA client trips, and flex-service hours in their service area.

- (A) A comparison of scheduled versus actual Revenue Miles.
- (B) A comparison of scheduled versus actual Revenue Hours.
- (C) A schedule of unanticipated extraordinary expenses for the prior quarter.
- (D) A list of changes to authorized staffing.
- (E) A schedule of total training and travel expenditures for each LYNX board member and employee for the immediately preceding quarter. This schedule should specify the training event name, attendee name(s), date(s) of travel and/or training, event location, and total expenses of each trip.

(vii) Funding Model Information. Attached hereto as **Exhibit “C”** is a schedule listing:

- (A) All of LYNX’s Funding Partners;
- (B) The amount of funding required of each Funding Partner by the Funding Model for the Current Fiscal Year ; and
- (C) The amount each Funding Partner actually budgeted for the Current Fiscal Year to contribute for the services contemplated in the LYNX Funding Model.
- (D) LYNX shall provide quarterly updates to **Exhibit “C”** by listing the amount each funding partner has paid to LYNX to date.

(viii) The amount of fund balance allocated to reserves.

(ix) Any other information the Funding Partner reasonably requests.

(c) **Additional Reporting.** On an annual basis, within thirty (30) days of receipt, LYNX shall provide the Funding Partner 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.

5. **Independent Contractor.** LYNX expressly acknowledges that it is acting as an independent contractor, and nothing in this Agreement is intended or shall be construed to establish an agency, partnership or joint venture relationship between the parties, their employees, agents, subcontractors, or assigns, during or after performance of this Agreement. Each party hereto agrees that it shall be solely responsible for the wrongful acts of its employees, contractors and agents. Nothing contained herein shall constitute a waiver of sovereign immunity or the provisions of Section 768.28, Florida Statutes. The foregoing shall not constitute an agreement by either party to assume any liability for the acts, omissions and/or negligence of the other party.

6. **Amendments.** This Agreement may be amended only through a written document approved by both the Funding Partner's Board of Commissioners and the LYNX Governing Board, and executed by all parties hereto.

7. **Termination of Agreement.**

(a) **For Cause.** If LYNX or the Funding Partner (the "**Breaching Party**") fails to fulfill any material covenant, term or condition of this Agreement, the other party (the "**Non-Breaching Party**") shall give the Breaching Party written notice of such failure or violation. If such failure or violation is not cured within thirty (30) days from the date on which the Breaching Party receives such notice, the Non-Breaching Party may terminate this Agreement, which shall be effective upon thirty (30) days following the Breaching Party's receipt of a written notice from the Non-Breaching Party to that effect or such later date as specified in the notice. In the event the Funding Partner is the Breaching Party, the Funding Partner will nonetheless continue to pay to LYNX for any fixed route service furnished by LYNX up to the actual date that LYNX terminates said fixed route service, taking into account the policies and procedures to be followed by LYNX to terminate bus service generally (but not to exceed one hundred twenty (120) days).

(b) **For Convenience.** Either LYNX or the Funding Partner may terminate this Agreement at any time upon giving notice to that effect. Such termination shall be effective upon one hundred twenty (120) days receipt of written notice of termination from the party desiring to terminate this Agreement or such later date as specified in the notice.

The provisions of this paragraph 7 are further subject to the provisions of paragraph 3(c) above as to the rights of the parties to terminate this Agreement after the end of any fiscal year as provided in said Paragraph 3(c).

8. **Audit.** The Funding Partner (or its lawfully designated designee), shall have the right to audit LYNX's books and records on an annual basis to determine compliance with the terms, conditions and obligations imposed by this Agreement. The Funding Partner shall have full access to all records, documents and information, whether on paper or electronic or other media as is necessary or convenient to perform the audit.

9. **Public Records Act.** In accordance with Chapter 119 of the Florida Statutes (Public Records Law), any “public record” created or received by the Funding Partner, including reports, specifications, drawings, maps, and tables, must be made available to the public for inspection, and upon request and payment, copying, unless such public record falls within an exception or exemption to the Public Records Act and each page is clearly and conspicuously marked as such.

10. **Record Keeping Procedure.** LYNX shall keep and maintain accurate records of all services rendered in the performance of this Agreement and shall keep such records open to inspection by the Funding Partner at reasonable hours during the entire term of this Agreement, plus three (3) years after expiration or termination of this Agreement. If any litigation, claim or audit is commenced prior to the expiration of the three (3) year period and extends beyond such period, the records shall be maintained until all litigation, including appeals, claims or audits have been concluded or resolved. Any person authorized by the Funding Partner shall have access to and the right to examine any of the records.

11. **Compliance with FTA/FDOT Requirements.** The provisions of this Agreement, and the Public Transportation to be provided by LYNX hereunder, is subject at all times to the applicable statutes and rules and regulations of all applicable governmental authorities, including those of the FTA and FDOT. In the event any such statutes or rules or regulations would require a substantial and material change to this Agreement, then the parties will immediately meet to review and make acceptable adjustments to this Contract so as to comply with such statutes and rules and regulations.

12. **Litigation and Venue.** In the event any party deems it necessary to take legal action to enforce any provision of this Agreement, the venue shall be in the Circuit Court of the Ninth Judicial Circuit, in Orange County, Florida or the United States District Court for the Middle District of Florida, Orlando Division.

13. **Remedies.** No remedy herein conferred upon any part is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any rights, power, or remedy hereunder shall preclude any other or further exercise thereof.

14. **Severability.** In the event that any section, paragraph, sentence, clause or provision hereof be held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Agreement which remaining portions shall remain in full force and effect.

15. **Waiver.** Performance of this Agreement by any party, after notice of default of any of the terms, covenants or conditions, shall not be deemed a waiver of any right to terminate this Agreement for any subsequent default, and no waiver of such default shall be construed or act as a waiver of any subsequent default.

16. **Governing Law.** This Agreement shall be governed by and construed in accordance with the law of the State of Florida. 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.

17. **Construction.** Captions and section headings in this Agreement are for convenience and reference only, and shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

18. **Notices.** All notices, consents, approvals, waivers, and deletions which any party shall be required or shall desire to make or give under and in accordance with this Agreement shall be in writing and must be sent by certified United States mail with return receipt required, or by personal delivery with receipt required to the following addresses:

As to Funding Partner: Osceola County
1 Courthouse Square, Suite 4700
Kissimmee, Florida 34741
Attn: Don Fisher, County Manager

With copy to: Osceola County
1 Courthouse Square, Suite 4700
Kissimmee, Florida 34741
Attn: County Attorney

With copy to: Osceola County
1 Courthouse Square, Suite 4700
Kissimmee, Florida 34741
Attn: Transportation Planning

As to LYNX: Central Florida Regional Transportation Authority
455 North Garland Avenue
Orlando, Florida 32801-1518
Attn: John M. Lewis, Jr., Chief Executive Officer

With copy to: Central Florida Regional Transportation Authority
455 North Garland Avenue
Orlando, Florida 32801-1518
Attn: Blanche W. Sherman, Director of Finance

With a copy to: Akerman LLP
420 South Orange Avenue, Suite 1200
Orlando, Florida 32801
Attn: Patrick T. Christiansen, Esq.

19. **Binding Agreement.** This Agreement is binding upon the parties and shall inure to their successors or assigns.

20. **Effective Date.** The effective date of this Agreement shall be the date of its execution by the last party to execute this Agreement. Unless terminated earlier in accordance

with Paragraph 7 of this Agreement, this Agreement will terminate on September 30, 2016, except for the provisions of this Agreement which by their terms survive the termination of this Agreement.

21. **Negotiations.** 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, all parties drafted this Agreement jointly, 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.

22. **No Third-Party Beneficiaries.** This Agreement does not create, and shall not be construed as creating, any rights enforceable by any person or entity other than the parties in this Agreement.

23. **Entirety of the Agreement.** This Agreement constitutes the entire Agreement between the parties with respect to the specific matters contained herein and shall supersede all previous discussions, understandings, and agreements.

24. **Addendum.** There is attached hereto a certain Addendum consisting of one (1) page. To the extent there is a conflict between the terms of this Agreement and the terms of the Addendum, the terms of the Addendum will govern.

IN WITNESS WHEREOF, the Funding Partner and LYNX have duly and lawfully approved this Agreement and have authorized its execution and delivery by their respective officers, who have set their hands and their respective seals affixed below, all as of the date first written hereinabove.

[Signatures appear on following page]

SIGNATURE PAGE FOR FUNDING PARTNER

ATTEST:

By: _____
Clerk to the Board of County
Commissioners of Osceola County

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

County Attorney

FUNDING PARTNER:

BOARD OF COUNTY COMMISSIONERS
OF OSCEOLA COUNTY, FLORIDA

By: _____
Chairman/Vice Chairman

Date: _____

As authorized for execution by the Board of
County Commissioners at their _____,
2015 regular meeting.

SIGNATURE PAGE FOR LYNX

**CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY**

By: _____

Susan Black

Interim Chief Executive Officer

This Agreement is approved as to form for
reliance only by LYNX and for no other
person and for no other purpose.

Date: _____

AKERMAN LLP,
Counsel for LYNX

By: _____

Patrick T. Christiansen, Esq.

Exhibit "A"

DESCRIPTION OF SERVICE AREA

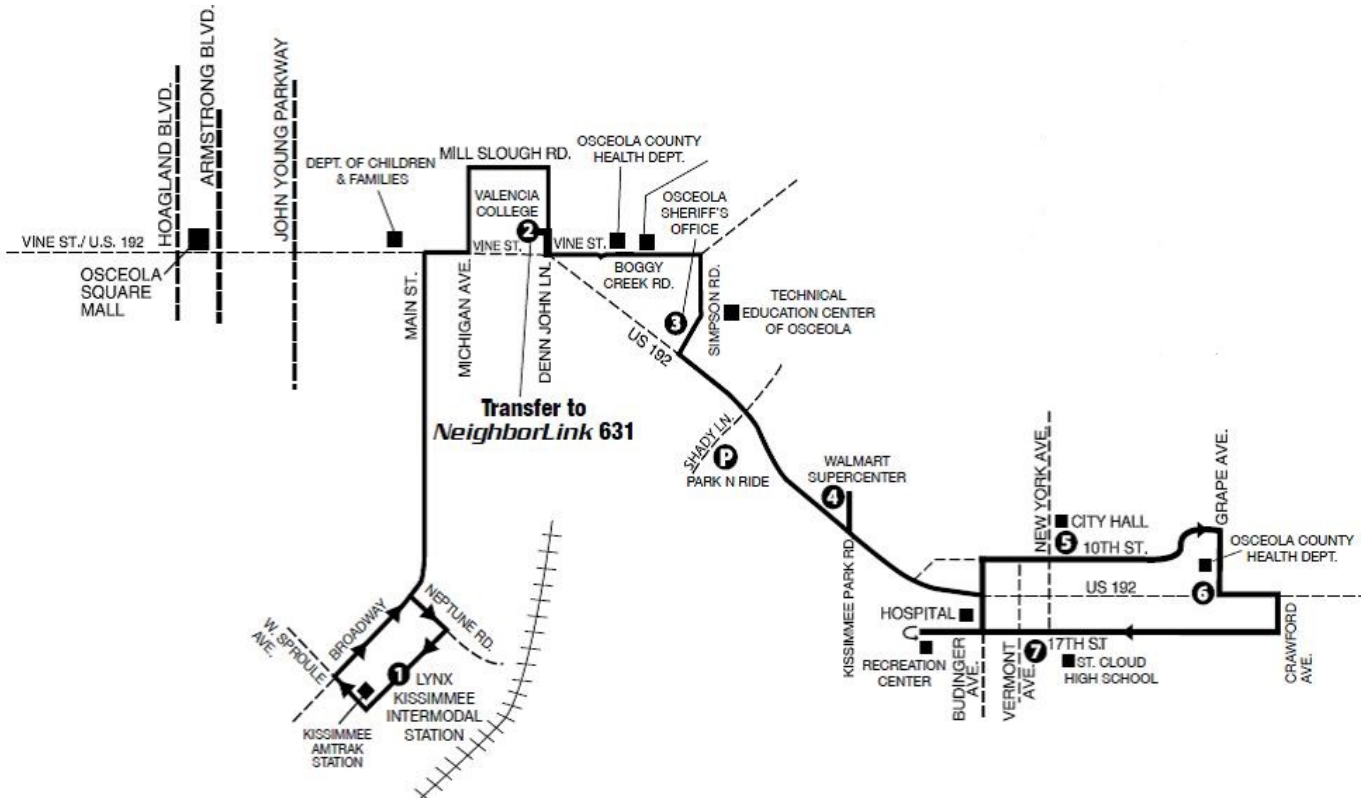
Link 108 South US 441/Kissimmee

Serving: Florida Mall, Gatorland Zoo, Florida Hospital- Kissimmee, LYNX Kissimmee Intermodal Station



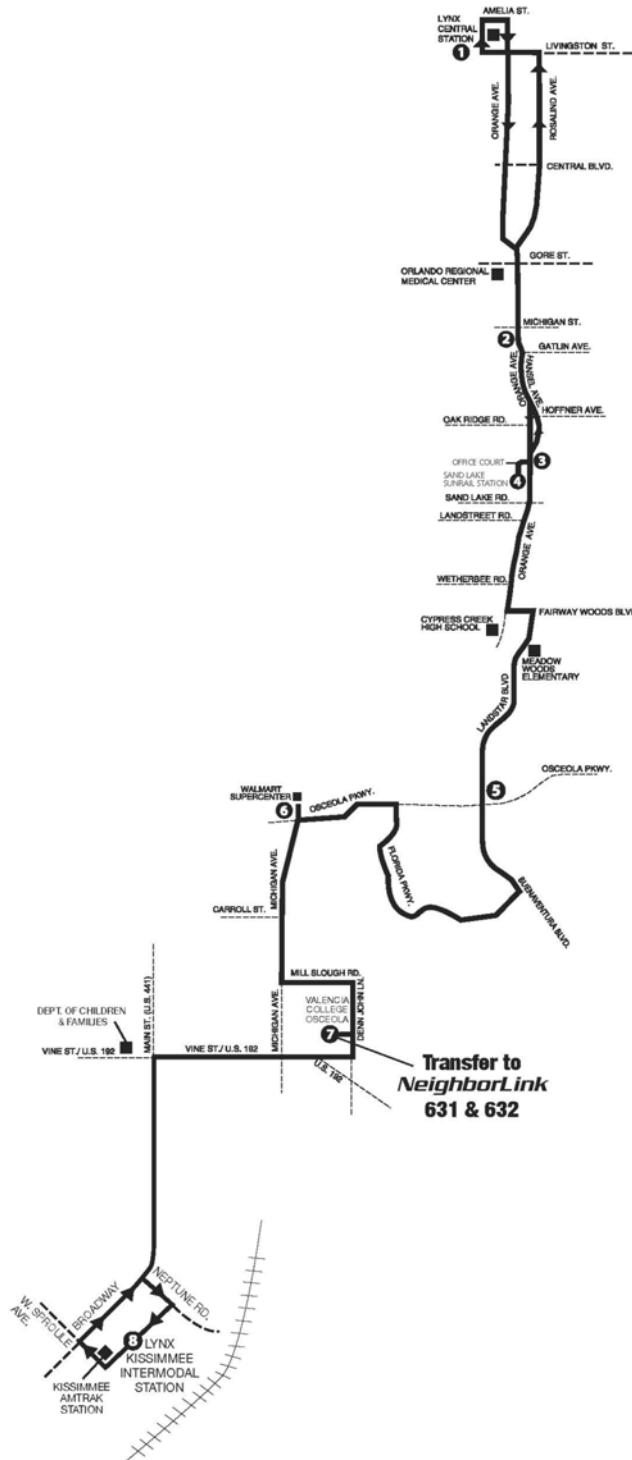
Link 10 E. US 192/St. Cloud

Serving: LYNX Kissimmee Intermodal Station, Dept. of Children & Families, Mill Creek, Valencia College- Osceola, Osceola County Health Department- Kissimmee, Center for Women & Family Health, Technical Education Center of Osceola, Osceola Sheriff's Office, St. Cloud Walmart Supercenter, St. Cloud City Hall, Osceola County Health Department- St. Cloud, St. Cloud High School, Orlando Health- St. Cloud, St. Cloud Recreation Center, and NeighborLink 631



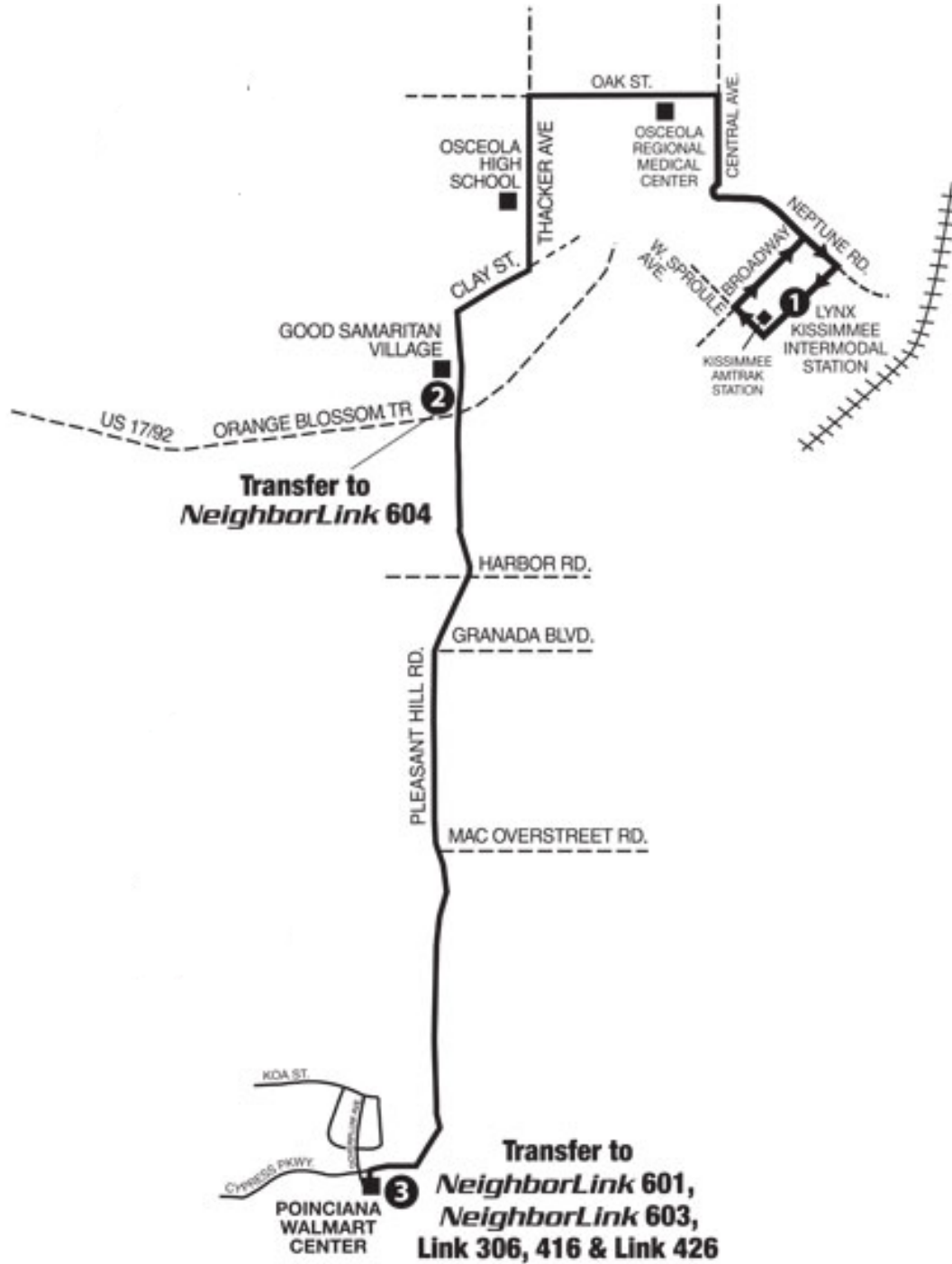
Link 18 S. Orange Ave. /Kissimmee

Serving: LYNX Central Station, , Lucerne Hospital, Orlando Regional Medical Center, Pine Castle, Taft, Meadow Woods, Cypress Creek High School, Valencia College Osceola, NeighborLinks 631, Neighborlink 632, Vine Street, LYNX Kissimmee Intermodal Station, Sand Lake SunRail Station, and Xpress Link 208



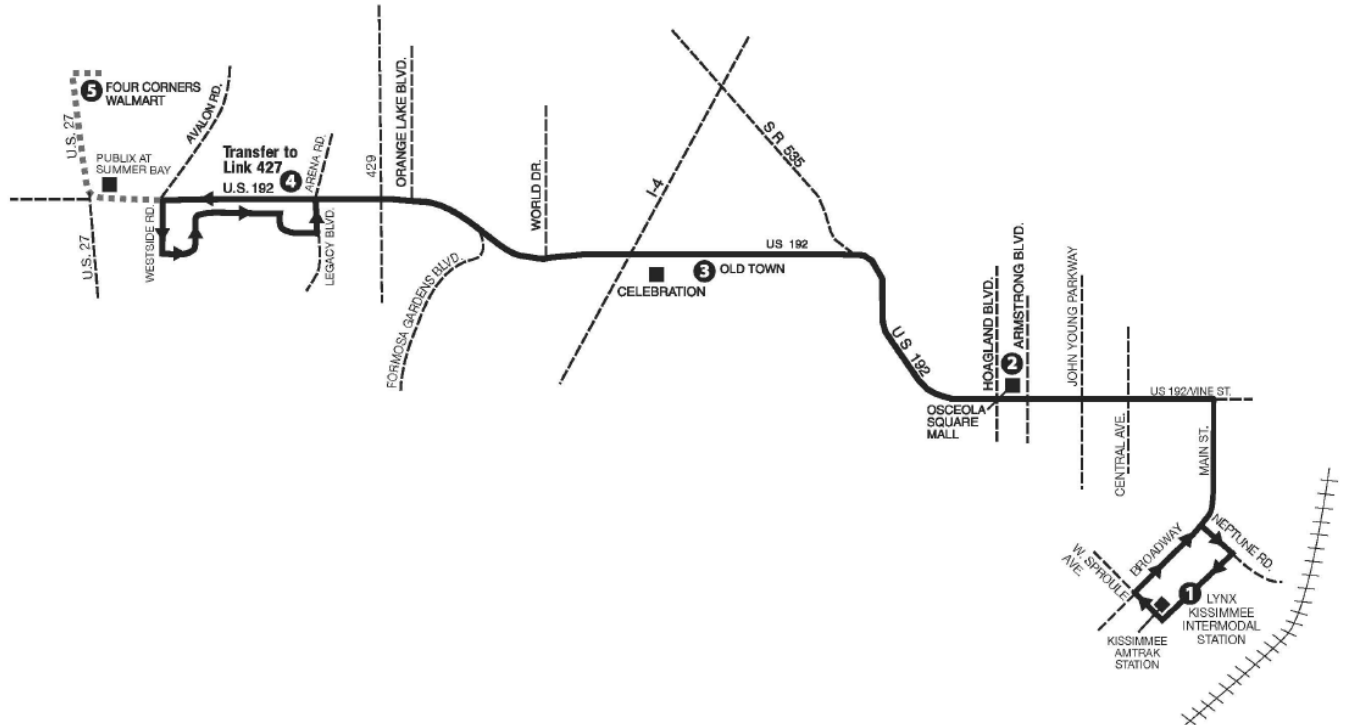
Link 26 Pleasant Hill Road/Poinciana

Serving: LYNX Kissimmee Intermodal Station, Osceola Regional Medical Center, Thacker Ave., Osceola High School, Good Samaritan Village, NeighborLink 601, NeighborLink 603, NeighborLink 604 and Walmart Poinciana



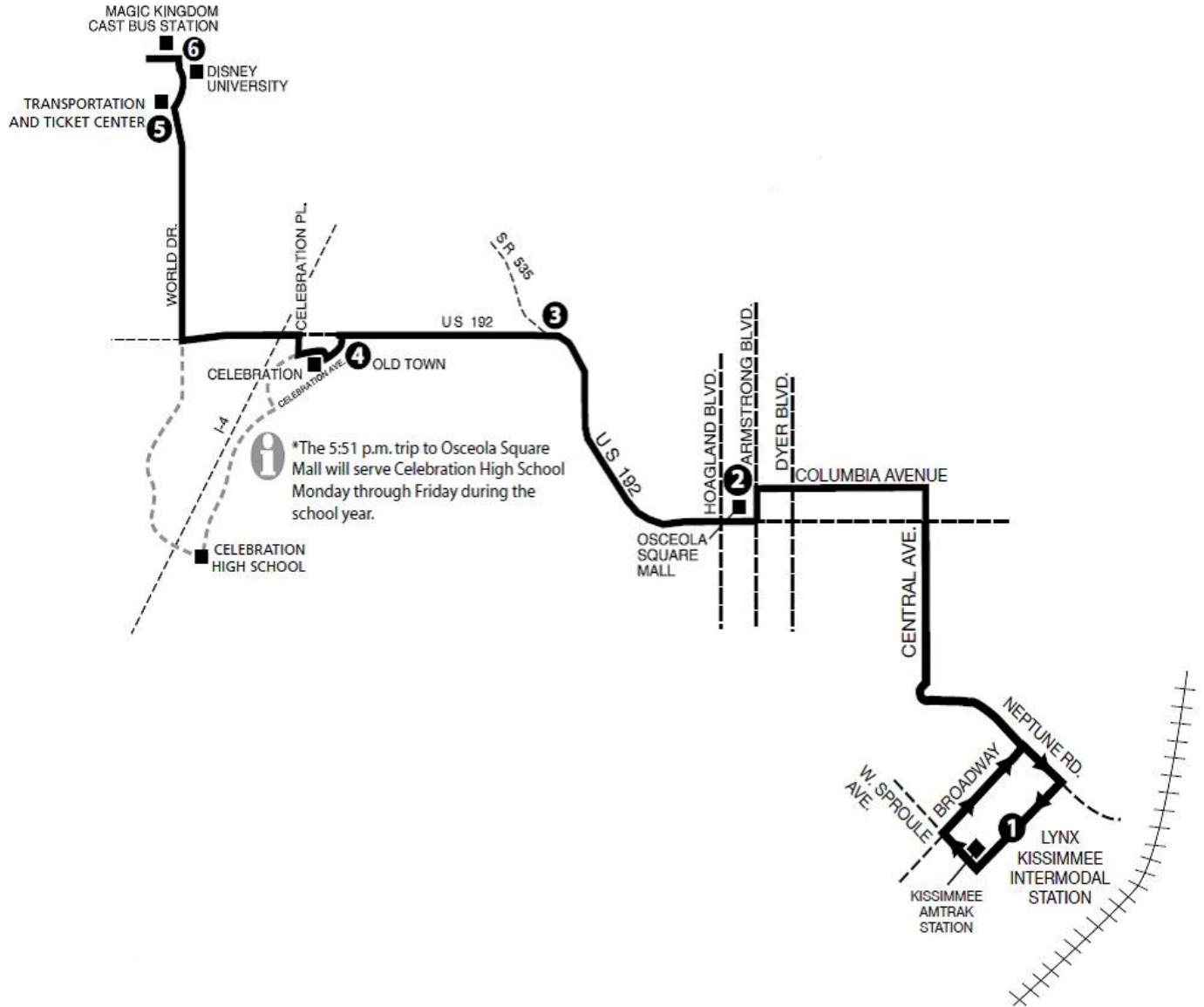
Link 55 w. US 192/Crosstown

Serving: LYNX Kissimmee Intermodal Station, Osceola Square Mall, Old Town, Celebration, Legacy Boulevard, and Four Corners Walmart



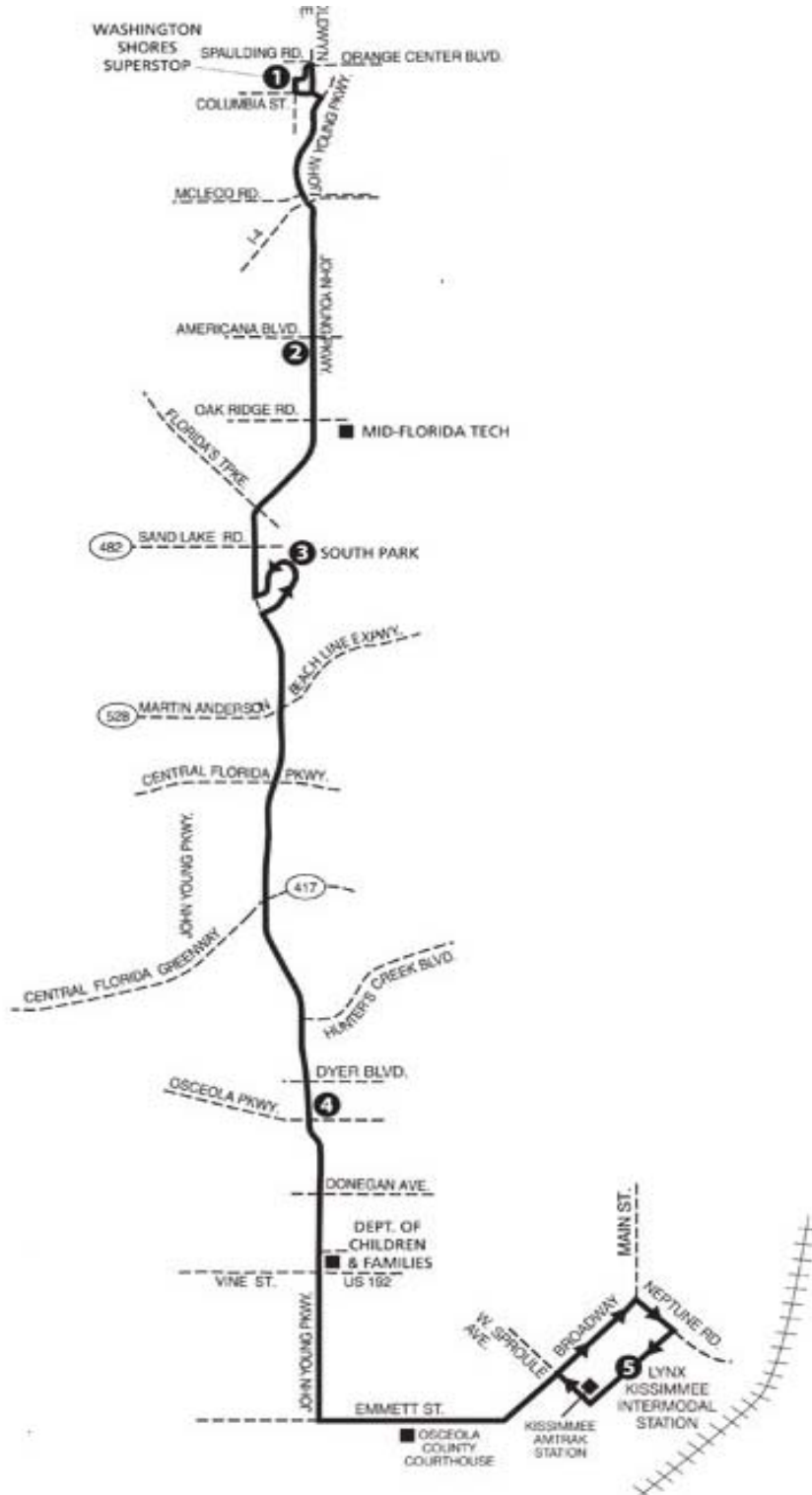
Link 56 w. US 192/ Magic Kingdom

Serving: Osceola Square Mall, Old Town, Celebration, Walt Disney World Resort Transportation & Ticket Center, Magic Kingdom Cast Bus Station, Disney University, and LYNX Intermodal Station



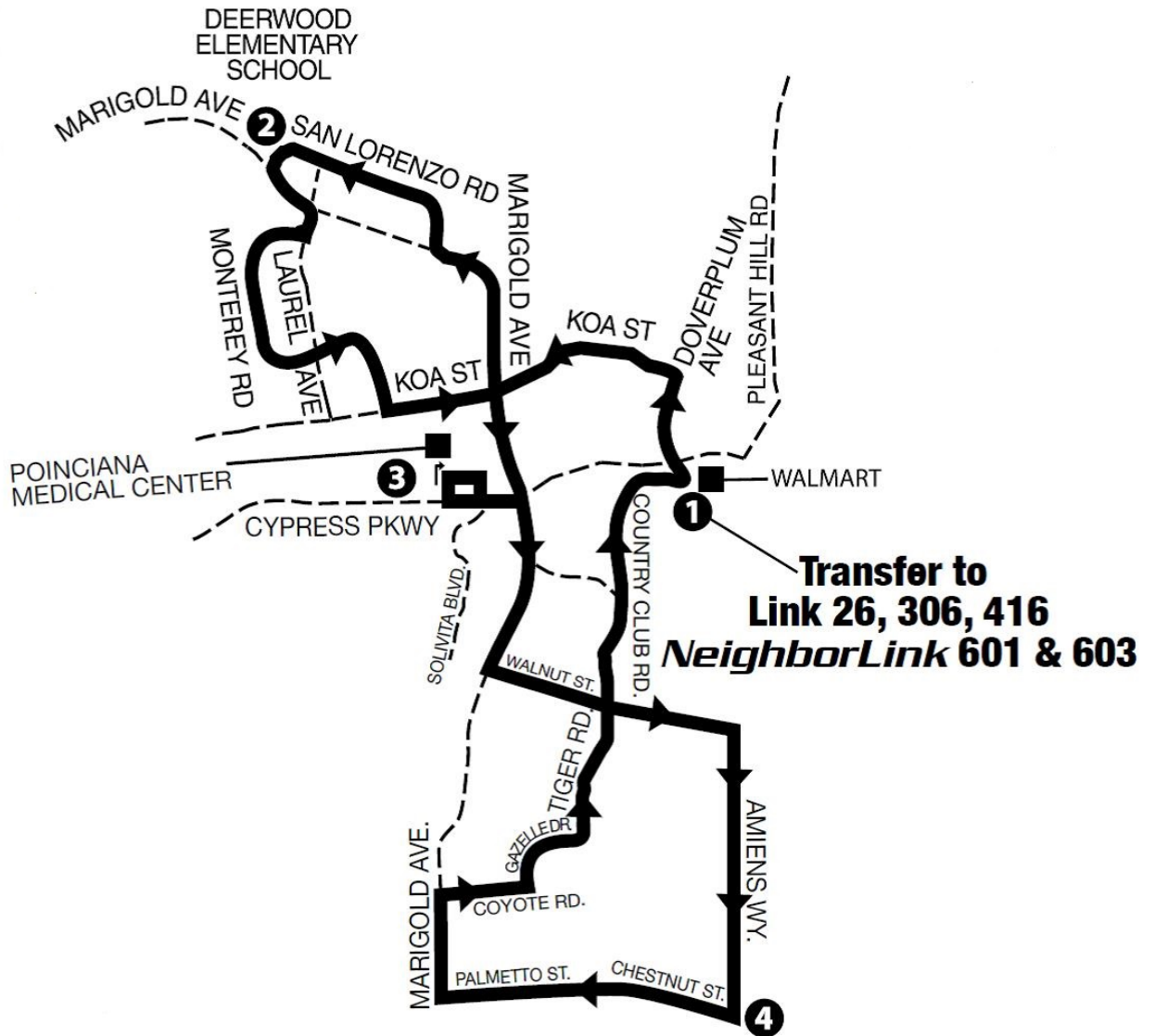
Link 57 John Young Parkway

Serving: Washington Shores SuperStop, Americana Boulevard, Mid Florida Tech, South Park Walmart, Hunter's Creek, Osceola Parkway, LYNX Kissimmee Intermodal Station, and Osceola County Courthouse



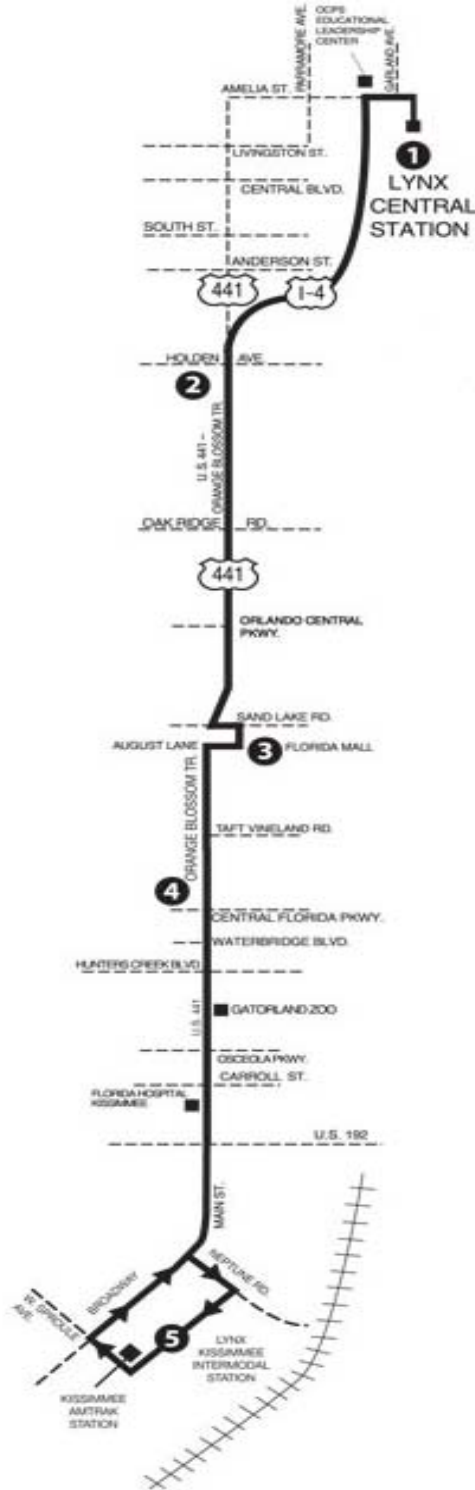
Link 426 Poinciana Circulator

Serving: Poinciana Community Center, Poinciana Medical Center, NeighborLink 601, NeighborLink 603, Walmart, Link 26, Link 306, and Link 416



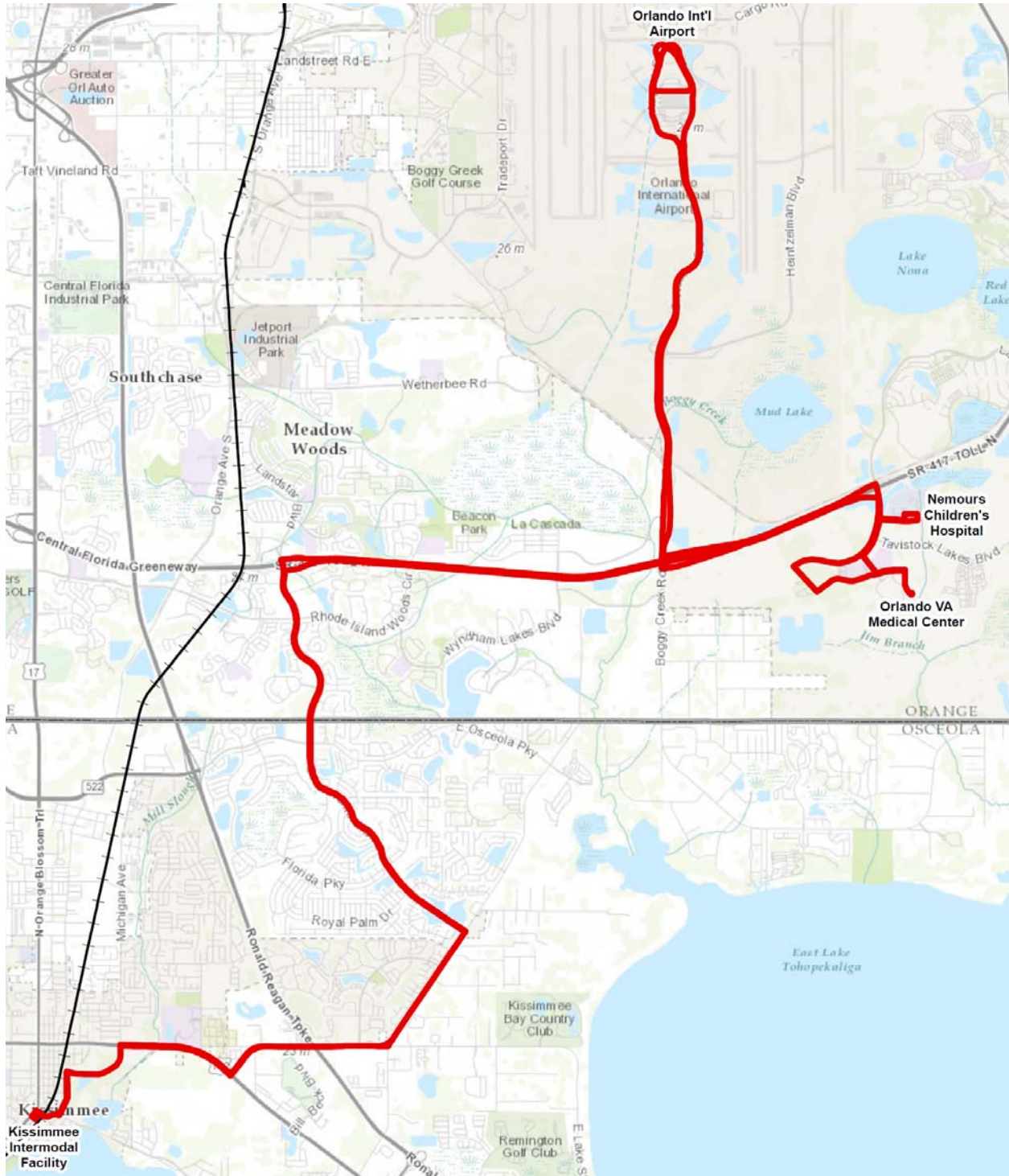
FastLink 441 Kissimmee/Orlando

Serving: LYNX Central Station, OBT & Holden Ave., Florida Mall, OBT & Central FL Pkwy., Main St. & Vine St., and LYNX Kissimmee Intermodal Station



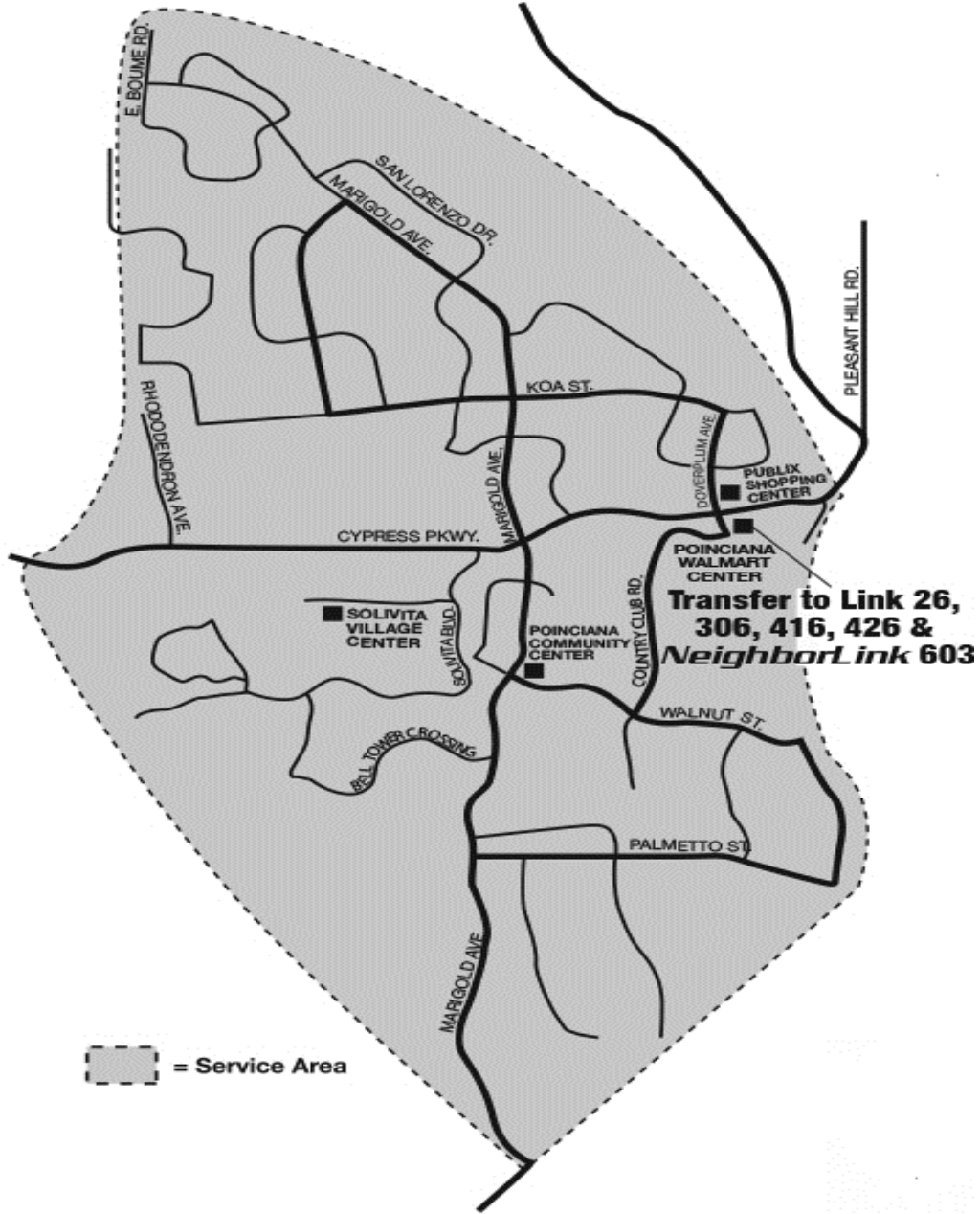
FastLink 407 Kissimmee/Medical City/Orlando International Airport

Serving: Originating from LYNX Kissimmee Intermodal Center with service to Buenaventura Lakes, downtown Kissimmee, Nemours Children’s Hospital, Veterans Administration Hospital in Medical City, terminating at the Orlando International Airport



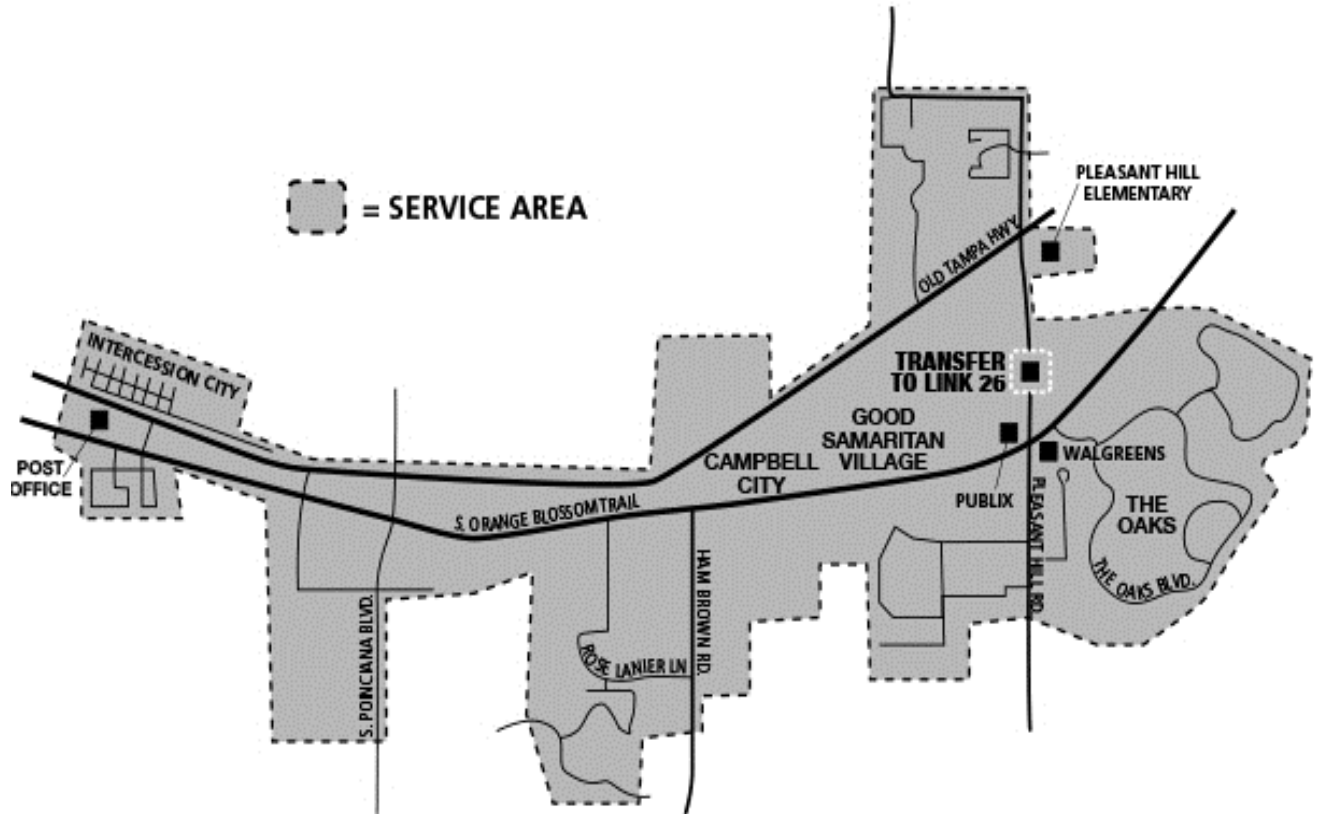
NeighborLink 601 Poinciana

Serving: Link 26, Link 306, Link 416, Link 426, NeighborLink 603, Poinciana Community Center/YMCA, Solivita Village Center, Poinciana Town Center, and Publix Shopping Center



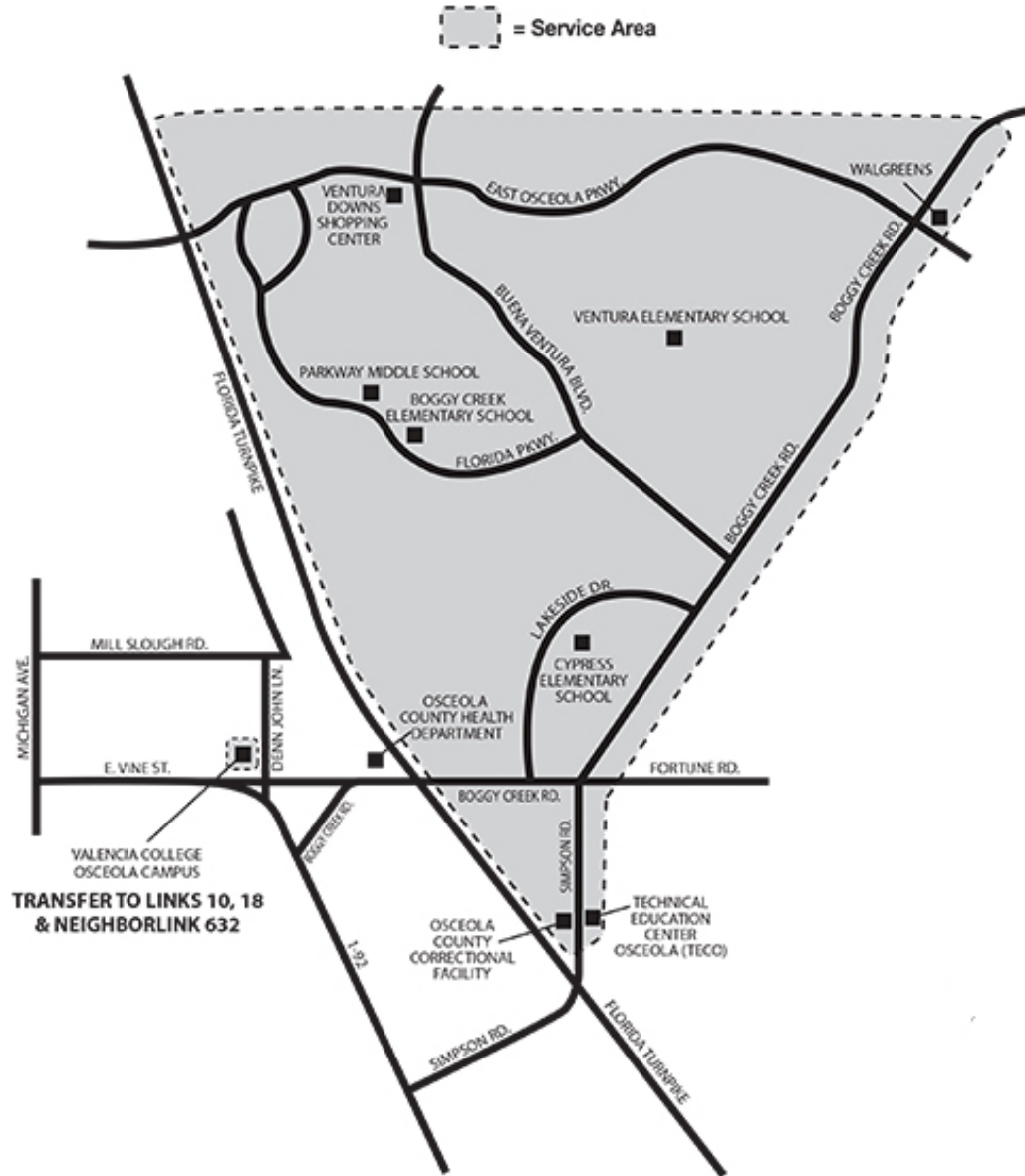
NeighborLink 604 Intercession City/Campbell City

Serving: Intercession City, Campbell City, Southwest Kissimmee, Link 26, Pleasant Hill Commons, Publix Shopping Center, Good Samaritan Village, and The Oaks



NeighborLink 631 Buena Ventura Lakes

Serving: Osceola County Correctional Facility, Technical Education Center Osceola, Valencia College Osceola Campus, Link 10, Link 18, and NeighborLink 632



NeighborLink 632 North Kissimmee

Serving: Florida Hospital Kissimmee, LYNX Kissimmee Intermodal Station, Osceola County Health Department, Park Place Behavioral Healthcare, V.A. Clinic, Valencia College Osceola Campus, Walmart, Links 10,18,26,55,56,57,and 108, FastLink 441, NeighborLink 631, and Xpress Link 208



Exhibit "B"

DESCRIPTION OF APPROPRIATED AMOUNT

October through September **\$ 6,433,033**

Exhibit B - Osceola County Transit Service Costs For FY2015	
<i>Net Fixed Route Operating Costs</i>	<i>Cost</i>
Link 108	
Link 10	
Link 18	
Link 26	
Link 426	
Link 55	
Link 56	
FastLink 441	
Link 57	
FastLink 407 (formerly Link 207)	
Subtotal:	
<i>NeighborLink (NL) Operating Costs</i>	
NL 601	
NL 604	
NL 631	
NL 632	
Subtotal:	
<i>Paratransit Services Costs:</i>	
American Disability Act (ADA) Funding	
Medicaid	
Transportation Disadvantage (TD) Funding	
Subtotal:	
\$2 Capital Contribution	
Subtotal:	
Total FY2016 Preliminary Funding Request	

Funding Requested from County	\$ 6,433,033
--------------------------------------	---------------------

Funding Requested from County October 2015 – September 2016	\$ 6,433,033
FY2016 Billing Schedule:	
October 2015	
November 2015	
December 2015	
January 2016	
February 2016	
March 2016	
April 2016	
May 2016	
June 2016	
July 2016	
August 2016	
September 2016	
Annual Funding Request from County	\$ 6,433,033

ADDENDUM TO AGREEMENT

25. The Funding Partner agrees to appropriate six million four hundred thirty-three thousand thirty-three dollars and zero cents (\$6,433,033) to LYNX for fiscal year 2015-2016 for the provision of public transportation services within Osceola County in accordance with this Agreement and to be allocated as follows:

(a) The base operating expenditures funding of \$6,433,033 shall be for fixed route bus service, Access LYNX, and other agreed upon services, including, but not limited to:

- (i) Fixed Route Service;
- (ii) Demand Response Service (NeighborLink);
- (iii) Paratransit Service (Access LYNX);
- (iv) FastLink 407; and
- (v) Link 10 and Link 26 Service Improvements.

26. Service Area means generally unincorporated Osceola County, but may include, on a case-by-case basis, municipalities within Osceola County.

Exhibit "C"

SCHEDULE LISTING OF LYNX FUNDING PARTNERS

LYNX FY2016 Local Funding Amounts			
	FY2016 Funding Model Amount	Prepays/ Service Changes	FY2016 Funding Agreement
Operating Funding			
Orange County	\$ 39,701,511	\$ -	\$ 39,701,511
Osceola County	6,393,683	(163,920)	6,229,763
Seminole County	6,175,067	-	6,175,067
City of Orlando	4,046,660	(42,205)	4,004,455
City of Orlando - LYMMO	2,305,411	-	2,305,411
Subtotal	<u>\$ 58,622,332</u>	<u>\$ (206,125)</u>	<u>\$ 58,416,207</u>
Altamonte Springs	\$ 120,900	\$ -	\$ 120,900
Sanford	93,000	-	93,000
Lake County	259,990	-	259,990
Subtotal	<u>\$ 473,890</u>	<u>\$ -</u>	<u>\$ 473,890</u>
Subtotal Operating Funding	<u>\$ 59,096,222</u>	<u>\$ (206,125)</u>	<u>\$ 58,890,097</u>
Capital Contributions			
Orange County	\$ 1,701,304	\$ -	\$ 1,701,304
Osceola County	203,270	-	203,270
Seminole County	214,016	-	214,016
Subtotal	<u>\$ 2,118,590</u>	<u>\$ -</u>	<u>\$ 2,118,590</u>
Total Local Funds	<u>\$ 61,214,812</u>	<u>\$ (206,125)</u>	<u>\$ 61,008,687</u>

SERVICE FUNDING AGREEMENT
by and between
CITY OF SANFORD, FLORIDA
and
LYNX

THIS SERVICE FUNDING AGREEMENT (“Agreement”) is made and entered into by and between **CITY OF SANFORD, FLORIDA**, a charter city and political subdivision of the State of Florida, whose principal address is 300 n. Park Avenue, Sanford, Florida 32771 (hereinafter the “**Funding Partner**”), and the **CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY**, a body politic and corporate created pursuant to Part II, Chapter 343, Florida Statutes, whose principal address is 455 North Garland Avenue, Orlando, Florida 32801 (hereinafter “**LYNX**”).

WITNESSETH

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, the Funding Partner recognizes the need to provide Public Transportation (as hereinafter defined) in an efficient manner and acknowledges the benefits of increased ridership on the regional transportation system; and

WHEREAS, increasing traffic congestion and continued population growth require mass transit service improvements; and

WHEREAS, reliable and convenient mass transit service offers a viable alternative to private automobile travel; and

WHEREAS, the Funding Partner recognizes the need to maintain and improve transit services; and

WHEREAS, pursuant to Section 343.64, Florida Statutes, LYNX has the authority to own, operate, maintain, and manage a Public Transportation system in the area of Orange, Seminole and Osceola Counties; and

WHEREAS, LYNX currently provides mass transit services within the geographical limits of the Funding Partner; and

WHEREAS, pursuant to Section 343.64, Florida Statutes, LYNX has the right to contract with other governmental entities, including the Funding Partner, and has the right to accept funds from such other governmental entities; and

WHEREAS, the Funding Partner and LYNX entered into an Interlocal Agreement for Public Transit Services dated as of November 20, 2014 (the “**Prior Fiscal Year Funding**”)

Agreement”) pursuant to which the Funding Partner agreed to appropriate funds to LYNX for fiscal year from October 1, 2014 to September 30, 2015 to support LYNX Public Transportation services within the Service Area (as hereinafter defined); and

WHEREAS, the term of the Prior Fiscal Year Funding Agreement ended on September 30, 2015; and

WHEREAS, the Funding Partner has budgeted funds for the fiscal year beginning on October 1, 2015 and ending on September 30, 2016 (“**Fiscal Year**”) to support LYNX’s Public Transportation services for such fiscal year; and

WHEREAS, LYNX and the Funding Partner wish to acknowledge that appropriate methodology has been used to determine the recommended level of funding by each Funding Partner; and

WHEREAS, at present, LYNX and the Funding Partner acknowledge that the funds provided by the Funding Partner to LYNX are used as the Funding Partner’s support of the regional Public Transportation System only within the Service Area (as hereinafter defined).

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

1. **Recitals**. The Funding Partner 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.

2. **Definitions**. The following capitalized terms shall have the following meanings:

“**Access LYNX**” means LYNX’s van transit service for medically-qualified, physically challenged transit customers.

“**ADA**” means the Americans with Disabilities Act of 1990.

“**Agreement**” means this Service Funding Agreement and its Exhibits.

“**Appropriated Amount**” means the amount to be paid to LYNX by the Funding Partner for the Current Fiscal Year in consideration of the Public Transportation to be provided by LYNX hereunder, as set forth in paragraph 3 hereof.

“**Current Fiscal Year**” shall mean the fiscal year beginning on October 1, 2015 and ending on September 30, 2016.

“**Deadhead Hours**” means the vehicle hours of operation incurred in non-Revenue Service in support of Revenue Service (i.e., hours from the garage to the beginning of a route).

“**Deadhead Miles**” means the vehicle miles incurred in non-Revenue Service in support of Revenue Service (i.e., miles from the garage to the beginning of a route).

“Demand Response Service” or **“NeighborLink”** means service provided in response to passenger requests made in advance to LYNX, which then dispatches a vehicle to pick up the passengers and transport them to their destinations or to a fixed-route transfer point within a designated demand response service area.

“Fiscal Year” or **“Current Fiscal Year”** means the twelve (12) month period commencing October 1, 2015 and ending the following September 30, 2016.

“Fixed-Route Service” means service provided on a repetitive, fixed-schedule basis along a specific route with vehicles stopping to pick up and deliver passengers to specific locations. Unlike demand response service, Fixed-Route Service services the same origins and destinations. Fixed-Route Service includes route deviation service, where revenue vehicles deviate from fixed-routes on a discretionary basis.

“FDOT” means the Florida Department of Transportation.

“FTA” means the Federal Transit Association.

“New Appropriated Amount” means the amount that is approved or appropriated by the Funding Partner for the Next Fiscal Year in consideration of the Public Transportation to be provided by LYNX hereunder for the Next Fiscal Year, as set forth in paragraph 3 below.

“Next Fiscal Year” means the twelve (12) month period immediately following the Current Fiscal Year, and is the period commencing October 1, 2016 and ending the following September 30, 2017.

“Operating Expenses” mean the expenses associated with the operations of LYNX, and which are classified by function or activity.

“Passenger Fares” means the revenue earned from carrying passengers in regularly scheduled service. Passenger Fares include the base fare, distance premiums, express service premiums, transfers and quantity purchased discount fares (i.e., daily, seven-day, thirty-day, student, senior, etc. tickets and passes).

“Passenger Trips” means the number of fare-paying individuals who ride LYNX’s buses in any given period with each individual being counted once per boarding.

“Public Transportation” means transportation by a conveyance (e.g., by bus or van) that provides regular and continuing general or special transportation to the public, but does not include light rail. “Special transportation” includes transportation services being provided to the public pursuant to the ADA.

“Revenue Hours” means the hours a vehicle travels while in Revenue Service, which excludes Deadhead Hours.

“Revenue Miles” means the miles a vehicle travels while in Revenue Service, which excludes Deadhead Miles.

“**Revenue Service**” means the portion of the trip and/or period of time when a vehicle is available to board and alight fare-paying transit passengers.

“**Service Area**” means generally the geographic area or the Fixed-Route Service, as the case may be, described and set forth in **Exhibit "A"** attached hereto.

3. **Funding Partner Obligations.**

(a) **Current Fiscal Year.**

(i) The Funding Partner agrees to appropriate the amount specified on **Exhibit “B”** attached hereto (the “**Appropriated Amount**”) to LYNX for the Fiscal Year for the provision of Public Transportation within the Service Area.

(ii) The Appropriated Amount shall be paid by the Funding Partner to LYNX in twelve (12) equal monthly installments, with each installment being due on the first day of each month. The first installment payment shall be due upon the later of (x) October 1, 2015 or (y) thirty (30) days after the execution date of this Agreement; and any other installment payments which would be due prior to the execution date of this Agreement shall also be paid within thirty (30) days after the execution date of this Agreement.

(iii) In the event that the Appropriated Amount is less than the amount suggested by the Funding Model to fully fund the agreed upon service level in the Funding Partner’s Service Area, or in the event that the Appropriated Amount is less than the actual cost to fully fund the agreed upon service level in the Funding Partner’s Service Area, LYNX may, at its discretion, (x) utilize reserves to fund the difference and continue to provide the requested service level, or (y) reduce the service level in the Funding Partner’s Service Area to a level equivalent to the Appropriated Amount. However, in the event clause (x) is applicable, then the Funding Partner will promptly pay said difference to LYNX within thirty (30) days after the execution date of this Agreement.

(iv) In regard to Paragraph 3(a)(ii), above, for each monthly installment, LYNX will invoice the Funding Partner on a monthly basis and said amount shall be paid within thirty (30) days after the receipt by the Funding Partner of said invoice. However, in regard to any monthly installments that remain unpaid prior to the execution of this Agreement, those unpaid monthly installments (for which LYNX will furnish the Funding Partner invoices) will be paid within thirty (30) days after the execution date of the Agreement.

(b) **Next Fiscal Year.** If, prior to the termination date of this Agreement (as set forth in Paragraph 20 below), the Funding Partner and LYNX have not reached a written agreement setting forth an appropriation to LYNX for the Next Fiscal Year, then, notwithstanding the expiration of this Agreement at the end of the Current Fiscal Year and in

order to continue the Public Transportation after said expiration, the Funding Partner shall continue to pay LYNX for the Next Fiscal Year the amount set forth below:

(i) The amount to be paid shall be the Appropriated Amount for the Current Fiscal Year. This Appropriated Amount for the Current Fiscal Year (the “**Post-Termination Payment**”) shall be paid as provided herein.

(ii) LYNX will prepare and submit invoices for the Post Termination Payments and the Funding Partner will make such Post-Termination Payments within thirty (30) days after its receipt of such invoices from LYNX.

(iii) The Post Termination Payment shall be paid in equal monthly installments due on the first day of each month commencing October 1, 2016 until the earliest to occur of the following: (x) LYNX and the Funding Partner reach a written agreement setting forth a different appropriation for the Next Fiscal Year; (y) one hundred twenty (120) days following the date that the Funding Partner, through action taken by its governing board, notifies LYNX in writing that it wishes to terminate this Agreement and no longer receives from LYNX the Public Transportation services provided herein; or (z) the date that LYNX actually discontinues the Public Transportation services to the Funding Partner, at which time this Agreement and specifically the provisions of this subparagraph 3(b) will no longer be applicable. LYNX may, within its discretion, reduce, eliminate or discontinue the provision of Public Transportation services to the Funding Partner immediately upon providing the Funding Partner with written notice of same. If this subparagraph 3(b) is applicable, the parties will reconcile the difference between the amount that was paid by the Funding Partner and the amount that has been agreed upon for the Next Fiscal Year in the first month following the earliest of the occurrences set forth above.

(iv) If a written agreement for the Next Fiscal Year is not entered into between LYNX and the Funding Partner by November 30 of the Next Fiscal Year, then, in that event, LYNX will undertake the necessary procedure for the discontinuation of the service which process takes approximately one hundred and twenty (120) days. If a new Funding Agreement for the Next Fiscal Year is not entered into by January 31 of the Next Fiscal Year, then LYNX may discontinue the service in accordance with its policies and the Funding Partner will in any event pay for any service provided for the Next Fiscal Year, including any service that may be provided of necessity by LYNX after January 31 in accordance with its procedures.

(c) Notwithstanding anything to the contrary set forth herein, the payment of all amounts due to LYNX hereunder shall be made in compliance with the Florida Prompt Payment Act, codified at Sections 218.70 to 218.80, Florida Statutes.

4. **LYNX Obligations.**

(a) **Service.** LYNX agrees to provide Public Transportation within the Service Area during the Fiscal Year. LYNX shall request written approval from the Funding Partner prior to implementing any of the following changes which may result in a greater than

two percent (2%) increase or decrease of Fixed-Route Service hours within the Service Area (as computed on an annual basis), which written approval shall not be unreasonably withheld or delayed:

- (i) Addition of route(s)
- (ii) Elimination of route(s)
- (iii) Combination of routes
- (iv) Changes to service span
- (v) Change to service frequency
- (vi) Changes in days of operation

To the extent that there is any increase or decrease of Fixed-Route Service hours greater than two percent (2%) (which would require approval of the Funding Partner), then, in that case, there will be a corresponding increase or decrease in the Appropriated Amount to be paid to LYNX by the Funding Partner from and after said increase or decrease is put into effect.

(b) **Quarterly Reporting.** For the purposes of operations and management analysis, LYNX agrees to provide the Funding Partner quarterly written performance reports reflecting the LYNX operations of the prior quarter. The quarterly reporting periods shall end on December 31, March 31, June 30 and September 30 and said reports shall be submitted to the Funding Partner's Office of Management and Budget and Office of Regional Mobility within forty-five (45) days after the end of each quarter. Each quarterly report will include the following items:

- (i) Maps and schedules for each route operating in the Service Area.
- (ii) Official LYNX monthly ridership reports showing a breakdown of actual aggregate ridership by mode (i.e., Fixed-Route Service, Demand Response Service, LYMMO, Access LYNX, Van Plan and special shuttles).
- (iii) An operational service characteristics report for current services provided, which would include (1) revenue hours, (2) revenue miles, and (3) unlinked passenger trips.
- (iv) A comparison of actual revenue and expenditures to budgeted revenues and expenditures with explanations for variances that are plus or minus 10% and exceed \$50,000.
- (v) A route performance report, which reports and ranks each route which is located in the County for the Funding Partner, monthly based on the following:
 - (A) Subsidy per Passenger Trip

- (B) Passengers per trip
- (C) Passengers per Revenue Hour
- (D) Passengers per Revenue Mile
- (E) Percent farebox return (i.e., percent of Operating Expenses recovered through farebox).

(vi) Current and contemporaneous versions of the LYNX regional model, which is the model used by LYNX to apportion total Operating Expenses, less adjustments, to the Funding Partners based on Fixed-Route Service hours, ADA client trips, and flex-service hours in their service area.

- (A) A comparison of scheduled versus actual Revenue Miles.
- (B) A comparison of scheduled versus actual Revenue Hours.
- (C) A schedule of unanticipated extraordinary expenses for the prior quarter.
- (D) A list of changes to authorized staffing.
- (E) A schedule of total training and travel expenditures for each LYNX board member and employee for the immediately preceding quarter. This schedule should specify the training event name, attendee name(s), date(s) of travel and/or training, event location, and total expenses of each trip.

(vii) Funding Model Information. Attached hereto as **Exhibit “C”** is a schedule listing:

- (A) All of LYNX’s Funding Partners;
- (B) The amount of funding required of each Funding Partner by the Funding Model for the Current Fiscal Year ; and
- (C) The amount each Funding Partner actually budgeted for the Current Fiscal Year to contribute for the services contemplated in the LYNX Funding Model.
- (D) LYNX shall provide quarterly updates to **Exhibit “C”** by listing the amount each funding partner has paid to LYNX to date.

(viii) The amount of fund balance allocated to reserves.

(ix) Any other information the Funding Partner reasonably requests.

(c) **Additional Reporting.** On an annual basis, within thirty (30) days of receipt, LYNX shall provide the Funding Partner 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.

5. **Independent Contractor.** LYNX expressly acknowledges that it is acting as an independent contractor, and nothing in this Agreement is intended or shall be construed to establish an agency, partnership or joint venture relationship between the parties, their employees, agents, subcontractors, or assigns, during or after performance of this Agreement. Each party hereto agrees that it shall be solely responsible for the wrongful acts of its employees, contractors and agents. Nothing contained herein shall constitute a waiver of sovereign immunity or the provisions of Section 768.28, Florida Statutes. The foregoing shall not constitute an agreement by either party to assume any liability for the acts, omissions and/or negligence of the other party.

6. **Amendments.** This Agreement may be amended only through a written document approved by both the Funding Partner's Board of Commissioners and the LYNX Governing Board, and executed by all parties hereto.

7. **Termination of Agreement.**

(a) **For Cause.** If LYNX or the Funding Partner (the "**Breaching Party**") fails to fulfill any material covenant, term or condition of this Agreement, the other party (the "**Non-Breaching Party**") shall give the Breaching Party written notice of such failure or violation. If such failure or violation is not cured within thirty (30) days from the date on which the Breaching Party receives such notice, the Non-Breaching Party may terminate this Agreement, which shall be effective upon thirty (30) days following the Breaching Party's receipt of a written notice from the Non-Breaching Party to that effect or such later date as specified in the notice. In the event the Funding Partner is the Breaching Party, the Funding Partner will nonetheless continue to pay to LYNX for any fixed route service furnished by LYNX up to the actual date that LYNX terminates said fixed route service, taking into account the policies and procedures to be followed by LYNX to terminate bus service generally (but not to exceed one hundred twenty (120) days).

(b) **For Convenience.** Either LYNX or the Funding Partner may terminate this Agreement at any time upon giving notice to that effect. Such termination shall be effective upon one hundred twenty (120) days receipt of written notice of termination from the party desiring to terminate this Agreement or such later date as specified in the notice.

The provisions of this paragraph 7 are further subject to the provisions of paragraph 3(c) above as to the rights of the parties to terminate this Agreement after the end of any fiscal year as provided in said Paragraph 3(c).

8. **Audit.** The Funding Partner (or its lawfully designated designee), shall have the right to audit LYNX's books and records on an annual basis to determine compliance with the terms, conditions and obligations imposed by this Agreement. The Funding Partner shall have full access to all records, documents and information, whether on paper or electronic or other media as is necessary or convenient to perform the audit.

9. **Public Records Act.** In accordance with Chapter 119 of the Florida Statutes (Public Records Law), any “public record” created or received by the Funding Partner, including reports, specifications, drawings, maps, and tables, must be made available to the public for inspection, and upon request and payment, copying, unless such public record falls within an exception or exemption to the Public Records Act and each page is clearly and conspicuously marked as such.

10. **Record Keeping Procedure.** LYNX shall keep and maintain accurate records of all services rendered in the performance of this Agreement and shall keep such records open to inspection by the Funding Partner at reasonable hours during the entire term of this Agreement, plus three (3) years after expiration or termination of this Agreement. If any litigation, claim or audit is commenced prior to the expiration of the three (3) year period and extends beyond such period, the records shall be maintained until all litigation, including appeals, claims or audits have been concluded or resolved. Any person authorized by the Funding Partner shall have access to and the right to examine any of the records.

11. **Compliance with FTA/FDOT Requirements.** The provisions of this Agreement, and the Public Transportation to be provided by LYNX hereunder, is subject at all times to the applicable statutes and rules and regulations of all applicable governmental authorities, including those of the FTA and FDOT. In the event any such statutes or rules or regulations would require a substantial and material change to this Agreement, then the parties will immediately meet to review and make acceptable adjustments to this Contract so as to comply with such statutes and rules and regulations.

12. **Litigation and Venue.** In the event any party deems it necessary to take legal action to enforce any provision of this Agreement, the venue shall be in the Circuit Court of the Ninth Judicial Circuit, in Orange County, Florida or the United States District Court for the Middle District of Florida, Orlando Division.

13. **Remedies.** No remedy herein conferred upon any part is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any rights, power, or remedy hereunder shall preclude any other or further exercise thereof.

14. **Severability.** In the event that any section, paragraph, sentence, clause or provision hereof be held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Agreement which remaining portions shall remain in full force and effect.

15. **Waiver.** Performance of this Agreement by any party, after notice of default of any of the terms, covenants or conditions, shall not be deemed a waiver of any right to terminate this Agreement for any subsequent default, and no waiver of such default shall be construed or act as a waiver of any subsequent default.

16. **Governing Law.** This Agreement shall be governed by and construed in accordance with the law of the State of Florida. 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.

17. **Construction.** Captions and section headings in this Agreement are for convenience and reference only, and shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

18. **Notices.** All notices, consents, approvals, waivers, and deletions which any party shall be required or shall desire to make or give under and in accordance with this Agreement shall be in writing and must be sent by certified United States mail with return receipt required, or by personal delivery with receipt required to the following addresses:

As to Funding Partner: City of Sanford
300 N. Park Avenue
Sanford, Florida 32772
Attn: Norton N. Bonaparte, Jr., City Manager

As to LYNX: Central Florida Regional Transportation Authority
455 North Garland Avenue
Orlando, Florida 32801-1518
Attn: John M. Lewis, Jr., Chief Executive Officer

With copy to: Central Florida Regional Transportation Authority
455 North Garland Avenue
Orlando, Florida 32801-1518
Attn: Blanche W. Sherman, Director of Finance

With a copy to: Akerman LLP
420 South Orange Avenue, Suite 1200
Orlando, Florida 32801
Attn: Patrick T. Christiansen, Esq.

19. **Binding Agreement.** This Agreement is binding upon the parties and shall inure to their successors or assigns.

20. **Effective Date.** The effective date of this Agreement shall be the date of its execution by the last party to execute this Agreement. Unless terminated earlier in accordance with Paragraph 7 of this Agreement, this Agreement will terminate on September 30, 2016, except for the provisions of this Agreement which by their terms survive the termination of this Agreement.

21. **Negotiations.** 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, all parties drafted this Agreement jointly, 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.

22. **No Third-Party Beneficiaries.** This Agreement does not create, and shall not be construed as creating, any rights enforceable by any person or entity other than the parties in this Agreement.

23. **Entirety of the Agreement.** This Agreement constitutes the entire Agreement between the parties with respect to the specific matters contained herein and shall supersede all previous discussions, understandings, and agreements.

24. **Addendum.** There is attached hereto a certain Addendum consisting of one (1) page. To the extent there is a conflict between the terms of this Agreement and the terms of the Addendum, the terms of the Addendum will govern.

IN WITNESS WHEREOF, the Funding Partner and LYNX have duly and lawfully approved this Agreement and have authorized its execution and delivery by their respective officers, who have set their hands and their respective seals affixed below, all as of the date first written hereinabove.

[Signatures appear on following page]

SIGNATURE PAGE FOR FUNDING PARTNER

FUNDING PARTNER:

CITY OF SANFORD

By: _____
Jeff Triplett, Mayor

Date: _____

ATTEST:

By: _____
City Clerk

SIGNATURE PAGE FOR LYNX

**CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY**

By: _____

Susan Black

Interim Chief Executive Officer

This Agreement is approved as to form for
reliance only by LYNX and for no other
person and for no other purpose.

Date: _____

AKERMAN LLP,
Counsel for LYNX

By: _____

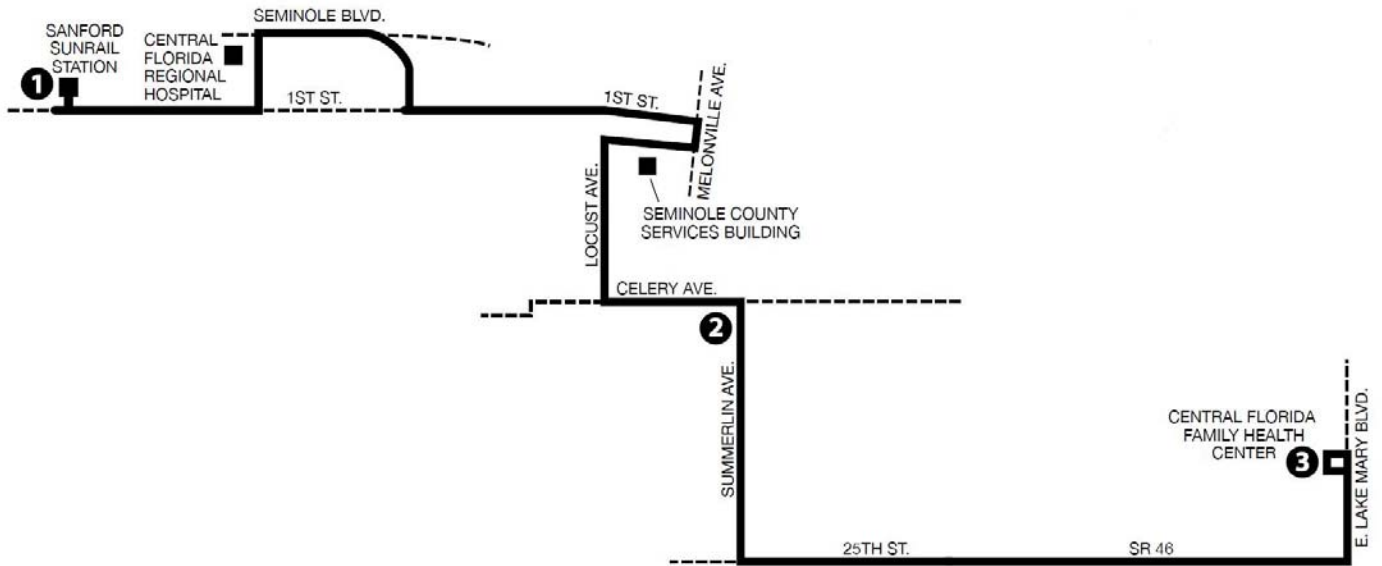
Patrick T. Christiansen, Esq.

Exhibit "A"

DESCRIPTION OF SERVICE AREA

LINK 46 East SR 46/Downtown Sanford

Serving: Downtown Sanford, Central Florida Regional Hospital, Seminole County Services Building, Central Florida Family Health Center, Sanford SunRail Station, and Neighborlink 651



LINK 46 West w. SR 46/Seminole Towne Center

Serving: Seminole Towne Center, Walmart Rinehart Road, Super Target Rinehart Road, Downtown Sanford and Sanford SunRail Station

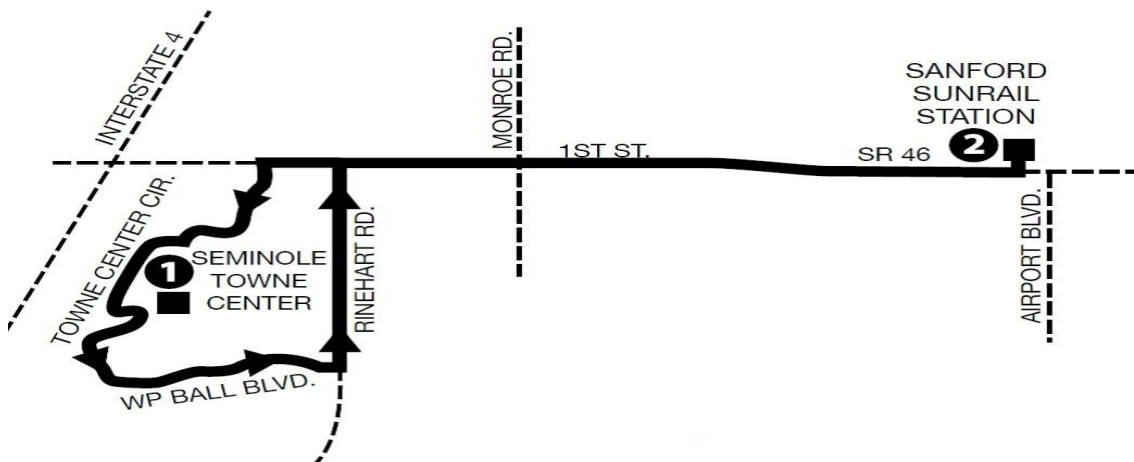


Exhibit "B"

Description of APPROPRIATED AMOUNT

October 2015 through September 2016	\$ 93,000
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Exhibit B City of Sanford Transit Service Costs For FY2016	
Total City Transit Service Cost	\$ 93,000

FY2016 Billing Schedule:	
October 2015	\$ 7,750
November 2015	\$ 7,750
December 2015	\$ 7,750
January 2016	\$ 7,750
February 2016	\$ 7,750
March 2016	\$ 7,750
April 2016	\$ 7,750
May 2016	\$ 7,750
June 2016	\$ 7,750
July 2016	\$ 7,750
August 2016	\$ 7,750
September 2016	\$ 7,750
Annual Funding Request from City	\$ 93,000

ADDENDUM TO AGREEMENT

25. The Funding Partner agrees to appropriate ninety-three thousand dollars and zero cents (\$93,000) to LYNX for fiscal year 2015-2016 for the provision of public transportation services within the City of Sanford in accordance with this Agreement and to be allocated as follows:

(a) The base operating expenditures funding of \$93,000 shall be for fixed route bus service, Access LYNX, and other agreed upon services, including, but not limited to:

- (i) Fixed Route Service;
- (ii) Demand Response Service (NeighborLink); and
- (iii) Paratransit Service (Access LYNX).

Exhibit "C"

SCHEDULE LISTING OF LYNX FUNDING PARTNERS

LYNX FY2016 Local Funding Amounts			
	FY2016 Funding Model Amount	Prepays/ Service Changes	FY2016 Funding Agreement
Operating Funding			
Orange County	\$ 39,701,511	\$ -	\$ 39,701,511
Osceola County	6,393,683	(163,920)	6,229,763
Seminole County	6,175,067	-	6,175,067
City of Orlando	4,046,660	(42,205)	4,004,455
City of Orlando - LYMMO	2,305,411	-	2,305,411
Subtotal	\$ 58,622,332	\$ (206,125)	\$ 58,416,207
Altamonte Springs	\$ 120,900	\$ -	\$ 120,900
Sanford	93,000	-	93,000
Lake County	259,990	-	259,990
Subtotal	\$ 473,890	\$ -	\$ 473,890
Subtotal Operating Funding	\$ 59,096,222	\$ (206,125)	\$ 58,890,097
Capital Contributions			
Orange County	\$ 1,701,304	\$ -	\$ 1,701,304
Osceola County	203,270	-	203,270
Seminole County	214,016	-	214,016
Subtotal	\$ 2,118,590	\$ -	\$ 2,118,590
Total Local Funds	\$ 61,214,812	\$ (206,125)	\$ 61,008,687

SERVICE FUNDING AGREEMENT
by and between
SEMINOLE COUNTY, FLORIDA
and
LYNX

THIS SERVICE FUNDING AGREEMENT (“Agreement”) is made and entered into by and between **SEMINOLE COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida, whose principal address is 1101 East First Street, Sanford, Florida 32771 (hereinafter the “**Funding Partner**” or “**County**”), and the **CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY**, a body politic and corporate created pursuant to Part II, Chapter 343, Florida Statutes, whose principal address is 455 North Garland Avenue, Orlando, Florida 32801 (hereinafter “**LYNX**”).

WITNESSETH

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, the Funding Partner recognizes the need to provide Public Transportation (as hereinafter defined) in an efficient manner and acknowledges the benefits of increased ridership on the regional transportation system; and

WHEREAS, increasing traffic congestion and continued population growth require mass transit service improvements; and

WHEREAS, reliable and convenient mass transit service offers a viable alternative to private automobile travel; and

WHEREAS, the Funding Partner recognizes the need to maintain and improve transit services; and

WHEREAS, pursuant to Section 343.64, Florida Statutes, LYNX has the authority to own, operate, maintain, and manage a Public Transportation system in the area of Orange, Seminole and Osceola Counties; and

WHEREAS, LYNX currently provides mass transit services within the geographical limits of the Funding Partner; and

WHEREAS, pursuant to Section 343.64, Florida Statutes, LYNX has the right to contract with other governmental entities, including the Funding Partner, and has the right to accept funds from such other governmental entities; and

WHEREAS, the Funding Partner and LYNX entered into an Interlocal Agreement for Public Transit Services dated as of January 13, 2015 (the “**Prior Fiscal Year Funding**”

Agreement”) pursuant to which the Funding Partner agreed to appropriate funds to LYNX for fiscal year from October 1, 2014 to September 30, 2015 to support LYNX Public Transportation services within the Service Area (as hereinafter defined); and

WHEREAS, the term of the Prior Fiscal Year Funding Agreement ended on September 30, 2015; and

WHEREAS, the Funding Partner has budgeted funds for the fiscal year beginning on October 1, 2015 and ending on September 30, 2016 (“**Fiscal Year**”) to support LYNX’s Public Transportation services for such fiscal year; and

WHEREAS, LYNX and the Funding Partner wish to acknowledge that appropriate methodology has been used to determine the recommended level of funding by each Funding Partner; and

WHEREAS, at present, LYNX and the Funding Partner acknowledge that the funds provided by the Funding Partner to LYNX are used as the Funding Partner’s support of the regional Public Transportation System only within the Service Area (as hereinafter defined).

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

1. **Recitals**. The Funding Partner 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.

2. **Definitions**. The following capitalized terms shall have the following meanings:

“**Access LYNX**” means LYNX’s van transit service for medically-qualified, physically challenged transit customers.

“**ADA**” means the Americans with Disabilities Act of 1990.

“**Agreement**” means this Service Funding Agreement and its Exhibits.

“**Appropriated Amount**” means the amount to be paid to LYNX by the Funding Partner for the Current Fiscal Year in consideration of the Public Transportation to be provided by LYNX hereunder, as set forth in paragraph 3 hereof.

“**Current Fiscal Year**” shall mean the fiscal year beginning on October 1, 2015 and ending on September 30, 2016.

“**Deadhead Hours**” means the vehicle hours of operation incurred in non-Revenue Service in support of Revenue Service (i.e., hours from the garage to the beginning of a route).

“**Deadhead Miles**” means the vehicle miles incurred in non-Revenue Service in support of Revenue Service (i.e., miles from the garage to the beginning of a route).

“Demand Response Service” or **“NeighborLink”** means service provided in response to passenger requests made in advance to LYNX, which then dispatches a vehicle to pick up the passengers and transport them to their destinations or to a fixed-route transfer point within a designated demand response service area.

“Fiscal Year” or **“Current Fiscal Year”** means the twelve (12) month period commencing October 1, 2015 and ending the following September 30, 2016.

“Fixed-Route Service” means service provided on a repetitive, fixed-schedule basis along a specific route with vehicles stopping to pick up and deliver passengers to specific locations. Unlike demand response service, Fixed-Route Service services the same origins and destinations. Fixed-Route Service includes route deviation service, where revenue vehicles deviate from fixed-routes on a discretionary basis.

“FDOT” means the Florida Department of Transportation.

“FTA” means the Federal Transit Association.

“New Appropriated Amount” means the amount that is approved or appropriated by the Funding Partner for the Next Fiscal Year in consideration of the Public Transportation to be provided by LYNX hereunder for the Next Fiscal Year, as set forth in paragraph 3 below.

“Next Fiscal Year” means the twelve (12) month period immediately following the Current Fiscal Year, and is the period commencing October 1, 2016 and ending the following September 30, 2017.

“Operating Expenses” mean the expenses associated with the operations of LYNX, and which are classified by function or activity.

“Passenger Fares” means the revenue earned from carrying passengers in regularly scheduled service. Passenger Fares include the base fare, distance premiums, express service premiums, transfers and quantity purchased discount fares (i.e., daily, seven-day, thirty-day, student, senior, etc. tickets and passes).

“Passenger Trips” means the number of fare-paying individuals who ride LYNX’s buses in any given period with each individual being counted once per boarding.

“Public Transportation” means transportation by a conveyance (e.g., by bus or van) that provides regular and continuing general or special transportation to the public, but does not include light rail. “Special transportation” includes transportation services being provided to the public pursuant to the ADA.

“Revenue Hours” means the hours a vehicle travels while in Revenue Service, which excludes Deadhead Hours.

“Revenue Miles” means the miles a vehicle travels while in Revenue Service, which excludes Deadhead Miles.

“**Revenue Service**” means the portion of the trip and/or period of time when a vehicle is available to board and alight fare-paying transit passengers.

“**Service Area**” means generally the geographic area or the Fixed-Route Service, as the case may be, described and set forth in **Exhibit "A"** attached hereto.

3. **Funding Partner Obligations.**

(a) **Current Fiscal Year.**

(i) The Funding Partner agrees to appropriate the amount specified on **Exhibit “B”** attached hereto (the “**Appropriated Amount**”) to LYNX for the Fiscal Year for the provision of Public Transportation within the Service Area.

(ii) The Appropriated Amount shall be paid by the Funding Partner to LYNX in twelve (12) equal monthly installments, with each installment being due on the first day of each month. The first installment payment shall be due upon the later of (x) October 1, 2015 or (y) thirty (30) days after the execution date of this Agreement; and any other installment payments which would be due prior to the execution date of this Agreement shall also be paid within thirty (30) days after the execution date of this Agreement.

(iii) In the event that the Appropriated Amount is less than the amount suggested by the Funding Model to fully fund the agreed upon service level in the Funding Partner’s Service Area, or in the event that the Appropriated Amount is less than the actual cost to fully fund the agreed upon service level in the Funding Partner’s Service Area, LYNX may, at its discretion, (x) utilize reserves to fund the difference and continue to provide the requested service level, or (y) reduce the service level in the Funding Partner’s Service Area to a level equivalent to the Appropriated Amount. However, in the event clause (x) is applicable, then the Funding Partner will promptly pay said difference to LYNX within thirty (30) days after the execution date of this Agreement.

(iv) In regard to Paragraph 3(a)(ii), above, for each monthly installment, LYNX will invoice the Funding Partner on a monthly basis and said amount shall be paid within thirty (30) days after the receipt by the Funding Partner of said invoice. However, in regard to any monthly installments that remain unpaid prior to the execution of this Agreement, those unpaid monthly installments (for which LYNX will furnish the Funding Partner invoices) will be paid within thirty (30) days after the execution date of the Agreement.

(b) **Next Fiscal Year.** If, prior to the termination date of this Agreement (as set forth in Paragraph 20 below), the Funding Partner and LYNX have not reached a written agreement setting forth an appropriation to LYNX for the Next Fiscal Year, then, notwithstanding the expiration of this Agreement at the end of the Current Fiscal Year and in

order to continue the Public Transportation after said expiration, the Funding Partner shall continue to pay LYNX for the Next Fiscal Year the amount set forth below:

(i) The amount to be paid shall be the Appropriated Amount for the Current Fiscal Year. This Appropriated Amount for the Current Fiscal Year (the “**Post-Termination Payment**”) shall be paid as provided herein.

(ii) LYNX will prepare and submit invoices for the Post Termination Payments and the Funding Partner will make such Post-Termination Payments within thirty (30) days after its receipt of such invoices from LYNX.

(iii) The Post Termination Payment shall be paid in equal monthly installments due on the first day of each month commencing October 1, 2016 until the earliest to occur of the following: (x) LYNX and the Funding Partner reach a written agreement setting forth a different appropriation for the Next Fiscal Year; (y) one hundred twenty (120) days following the date that the Funding Partner, through action taken by its governing board, notifies LYNX in writing that it wishes to terminate this Agreement and no longer receives from LYNX the Public Transportation services provided herein; or (z) the date that LYNX actually discontinues the Public Transportation services to the Funding Partner, at which time this Agreement and specifically the provisions of this subparagraph 3(b) will no longer be applicable. LYNX may, within its discretion, reduce, eliminate or discontinue the provision of Public Transportation services to the Funding Partner immediately upon providing the Funding Partner with written notice of same. If this subparagraph 3(b) is applicable, the parties will reconcile the difference between the amount that was paid by the Funding Partner and the amount that has been agreed upon for the Next Fiscal Year in the first month following the earliest of the occurrences set forth above.

(iv) If a written agreement for the Next Fiscal Year is not entered into between LYNX and the Funding Partner by November 30 of the Next Fiscal Year, then, in that event, LYNX will undertake the necessary procedure for the discontinuation of the service which process takes approximately one hundred and twenty (120) days. If a new Funding Agreement for the Next Fiscal Year is not entered into by January 31 of the Next Fiscal Year, then LYNX may discontinue the service in accordance with its policies and the Funding Partner will in any event pay for any service provided for the Next Fiscal Year, including any service that may be provided of necessity by LYNX after January 31 in accordance with its procedures.

(c) Notwithstanding anything to the contrary set forth herein, the payment of all amounts due to LYNX hereunder shall be made in compliance with the Florida Prompt Payment Act, codified at Sections 218.70 to 218.80, Florida Statutes.

4. **LYNX Obligations.**

(a) **Service.** LYNX agrees to provide Public Transportation within the Service Area during the Fiscal Year. LYNX shall request written approval from the Funding Partner prior to implementing any of the following changes which may result in a greater than

two percent (2%) increase or decrease of Fixed-Route Service hours within the Service Area (as computed on an annual basis), which written approval shall not be unreasonably withheld or delayed:

- (i) Addition of route(s)
- (ii) Elimination of route(s)
- (iii) Combination of routes
- (iv) Changes to service span
- (v) Change to service frequency
- (vi) Changes in days of operation

To the extent that there is any increase or decrease of Fixed-Route Service hours greater than two percent (2%) (which would require approval of the Funding Partner), then, in that case, there will be a corresponding increase or decrease in the Appropriated Amount to be paid to LYNX by the Funding Partner from and after said increase or decrease is put into effect.

(b) **Quarterly Reporting.** For the purposes of operations and management analysis, LYNX agrees to provide the Funding Partner quarterly written performance reports reflecting the LYNX operations of the prior quarter. The quarterly reporting periods shall end on December 31, March 31, June 30 and September 30 and said reports shall be submitted to the Funding Partner's Office of Management and Budget and Office of Regional Mobility within forty-five (45) days after the end of each quarter. Each quarterly report will include the following items:

- (i) Maps and schedules for each route operating in the Service Area.
- (ii) Official LYNX monthly ridership reports showing a breakdown of actual aggregate ridership by mode (i.e., Fixed-Route Service, Demand Response Service, LYMMO, Access LYNX, Van Plan and special shuttles).
- (iii) An operational service characteristics report for current services provided, which would include (1) revenue hours, (2) revenue miles, and (3) unlinked passenger trips.
- (iv) A comparison of actual revenue and expenditures to budgeted revenues and expenditures with explanations for variances that are plus or minus 10% and exceed \$50,000.
- (v) A route performance report, which reports and ranks each route which is located in the County for the Funding Partner, monthly based on the following:
 - (A) Subsidy per Passenger Trip

- (B) Passengers per trip
- (C) Passengers per Revenue Hour
- (D) Passengers per Revenue Mile
- (E) Percent farebox return (i.e., percent of Operating Expenses recovered through farebox).

(vi) Current and contemporaneous versions of the LYNX regional model, which is the model used by LYNX to apportion total Operating Expenses, less adjustments, to the Funding Partners based on Fixed-Route Service hours, ADA client trips, and flex-service hours in their service area.

- (A) A comparison of scheduled versus actual Revenue Miles.
- (B) A comparison of scheduled versus actual Revenue Hours.
- (C) A schedule of unanticipated extraordinary expenses for the prior quarter.
- (D) A list of changes to authorized staffing.
- (E) A schedule of total training and travel expenditures for each LYNX board member and employee for the immediately preceding quarter. This schedule should specify the training event name, attendee name(s), date(s) of travel and/or training, event location, and total expenses of each trip.

(vii) Funding Model Information. Attached hereto as **Exhibit “C”** is a schedule listing:

- (A) All of LYNX’s Funding Partners;
- (B) The amount of funding required of each Funding Partner by the Funding Model for the Current Fiscal Year ; and
- (C) The amount each Funding Partner actually budgeted for the Current Fiscal Year to contribute for the services contemplated in the LYNX Funding Model.
- (D) LYNX shall provide quarterly updates to **Exhibit “C”** by listing the amount each funding partner has paid to LYNX to date.

(viii) The amount of fund balance allocated to reserves.

(ix) Any other information the Funding Partner reasonably requests.

(c) **Additional Reporting.** On an annual basis, within thirty (30) days of receipt, LYNX shall provide the Funding Partner 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.

5. **Independent Contractor.** LYNX expressly acknowledges that it is acting as an independent contractor, and nothing in this Agreement is intended or shall be construed to establish an agency, partnership or joint venture relationship between the parties, their employees, agents, subcontractors, or assigns, during or after performance of this Agreement. Each party hereto agrees that it shall be solely responsible for the wrongful acts of its employees, contractors and agents. Nothing contained herein shall constitute a waiver of sovereign immunity or the provisions of Section 768.28, Florida Statutes. The foregoing shall not constitute an agreement by either party to assume any liability for the acts, omissions and/or negligence of the other party.

6. **Amendments.** This Agreement may be amended only through a written document approved by both the Funding Partner's Board of Commissioners and the LYNX Governing Board, and executed by all parties hereto.

7. **Termination of Agreement.**

(a) **For Cause.** If LYNX or the Funding Partner (the "**Breaching Party**") fails to fulfill any material covenant, term or condition of this Agreement, the other party (the "**Non-Breaching Party**") shall give the Breaching Party written notice of such failure or violation. If such failure or violation is not cured within thirty (30) days from the date on which the Breaching Party receives such notice, the Non-Breaching Party may terminate this Agreement, which shall be effective upon thirty (30) days following the Breaching Party's receipt of a written notice from the Non-Breaching Party to that effect or such later date as specified in the notice. In the event the Funding Partner is the Breaching Party, the Funding Partner will nonetheless continue to pay to LYNX for any fixed route service furnished by LYNX up to the actual date that LYNX terminates said fixed route service, taking into account the policies and procedures to be followed by LYNX to terminate bus service generally (but not to exceed one hundred twenty (120) days).

(b) **For Convenience.** Either LYNX or the Funding Partner may terminate this Agreement at any time upon giving notice to that effect. Such termination shall be effective upon one hundred twenty (120) days receipt of written notice of termination from the party desiring to terminate this Agreement or such later date as specified in the notice.

The provisions of this paragraph 7 are further subject to the provisions of paragraph 3(c) above as to the rights of the parties to terminate this Agreement after the end of any fiscal year as provided in said Paragraph 3(c).

8. **Audit.** The Funding Partner (or its lawfully designated designee), shall have the right to audit LYNX's books and records on an annual basis to determine compliance with the terms, conditions and obligations imposed by this Agreement. The Funding Partner shall have full access to all records, documents and information, whether on paper or electronic or other media as is necessary or convenient to perform the audit.

9. **Public Records Act.** In accordance with Chapter 119 of the Florida Statutes (Public Records Law), any “public record” created or received by the Funding Partner, including reports, specifications, drawings, maps, and tables, must be made available to the public for inspection, and upon request and payment, copying, unless such public record falls within an exception or exemption to the Public Records Act and each page is clearly and conspicuously marked as such.

10. **Record Keeping Procedure.** LYNX shall keep and maintain accurate records of all services rendered in the performance of this Agreement and shall keep such records open to inspection by the Funding Partner at reasonable hours during the entire term of this Agreement, plus three (3) years after expiration or termination of this Agreement. If any litigation, claim or audit is commenced prior to the expiration of the three (3) year period and extends beyond such period, the records shall be maintained until all litigation, including appeals, claims or audits have been concluded or resolved. Any person authorized by the Funding Partner shall have access to and the right to examine any of the records.

11. **Compliance with FTA/FDOT Requirements.** The provisions of this Agreement, and the Public Transportation to be provided by LYNX hereunder, is subject at all times to the applicable statutes and rules and regulations of all applicable governmental authorities, including those of the FTA and FDOT. In the event any such statutes or rules or regulations would require a substantial and material change to this Agreement, then the parties will immediately meet to review and make acceptable adjustments to this Contract so as to comply with such statutes and rules and regulations.

12. **Litigation and Venue.** In the event any party deems it necessary to take legal action to enforce any provision of this Agreement, the venue shall be in the Circuit Court of the Ninth Judicial Circuit, in Orange County, Florida or the United States District Court for the Middle District of Florida, Orlando Division.

13. **Remedies.** No remedy herein conferred upon any part is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any rights, power, or remedy hereunder shall preclude any other or further exercise thereof.

14. **Severability.** In the event that any section, paragraph, sentence, clause or provision hereof be held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Agreement which remaining portions shall remain in full force and effect.

15. **Waiver.** Performance of this Agreement by any party, after notice of default of any of the terms, covenants or conditions, shall not be deemed a waiver of any right to terminate this Agreement for any subsequent default, and no waiver of such default shall be construed or act as a waiver of any subsequent default.

16. **Governing Law.** This Agreement shall be governed by and construed in accordance with the law of the State of Florida. 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.

17. **Construction.** Captions and section headings in this Agreement are for convenience and reference only, and shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

18. **Notices.** All notices, consents, approvals, waivers, and deletions which any party shall be required or shall desire to make or give under and in accordance with this Agreement shall be in writing and must be sent by certified United States mail with return receipt required, or by personal delivery with receipt required to the following addresses:

As to Funding Partner: Seminole County
1101 East First Street
Sanford, Florida 32771
Attn: Nicole Guillet, County Manager

With copy to: Seminole County Services Building
1101 East First Street
Sanford, Florida 32771
Attn: Development Services Director

With copy to: Seminole County Services Building
1101 East First Street
Sanford, Florida 32771
Attn: Resource Management Director

As to LYNX: Central Florida Regional Transportation Authority
455 North Garland Avenue
Orlando, Florida 32801-1518
Attn: John M. Lewis, Jr., Chief Executive Officer

With copy to: Central Florida Regional Transportation Authority
455 North Garland Avenue
Orlando, Florida 32801-1518
Attn: Blanche W. Sherman, Director of Finance

With a copy to: Akerman LLP
420 South Orange Avenue, Suite 1200
Orlando, Florida 32801
Attn: Patrick T. Christiansen, Esq.

19. **Binding Agreement.** This Agreement is binding upon the parties and shall inure to their successors or assigns.

20. **Effective Date.** The effective date of this Agreement shall be the date of its execution by the last party to execute this Agreement. Unless terminated earlier in accordance

with Paragraph 7 of this Agreement, this Agreement will terminate on September 30, 2016, except for the provisions of this Agreement which by their terms survive the termination of this Agreement.

21. **Negotiations.** 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, all parties drafted this Agreement jointly, 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.

22. **No Third-Party Beneficiaries.** This Agreement does not create, and shall not be construed as creating, any rights enforceable by any person or entity other than the parties in this Agreement.

23. **Entirety of the Agreement.** This Agreement constitutes the entire Agreement between the parties with respect to the specific matters contained herein and shall supersede all previous discussions, understandings, and agreements.

24. **Addendum.** There is attached hereto a certain Addendum consisting of one (1) page. To the extent there is a conflict between the terms of this Agreement and the terms of the Addendum, the terms of the Addendum will govern.

IN WITNESS WHEREOF, the Funding Partner and LYNX have duly and lawfully approved this Agreement and have authorized its execution and delivery by their respective officers, who have set their hands and their respective seals affixed below, all as of the date first written hereinabove.

[Signatures appear on following page]

SIGNATURE PAGE FOR FUNDING PARTNER

ATTEST:

FUNDING PARTNER:

By: _____

BOARD OF COUNTY COMMISSIONERS
OF SEMINOLE COUNTY, FLORIDA

Maryanne Morse
Clerk to the Board of County
Commissioners of Seminole
County, Florida

By: _____

Brenda Carey, Chairman

For the use and reliance of Seminole
County only.

Date: _____

Approved as to form and legal sufficiency.

As authorized for execution by the Board of
County Commissioners at its _____,
2015 regular meeting.

County Attorney

SIGNATURE PAGE FOR LYNX

**CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY**

By: _____

Susan Black

Interim Chief Executive Officer

This Agreement is approved as to form for
reliance only by LYNX and for no other
person and for no other purpose.

Date: _____

AKERMAN LLP,
Counsel for LYNX

By: _____

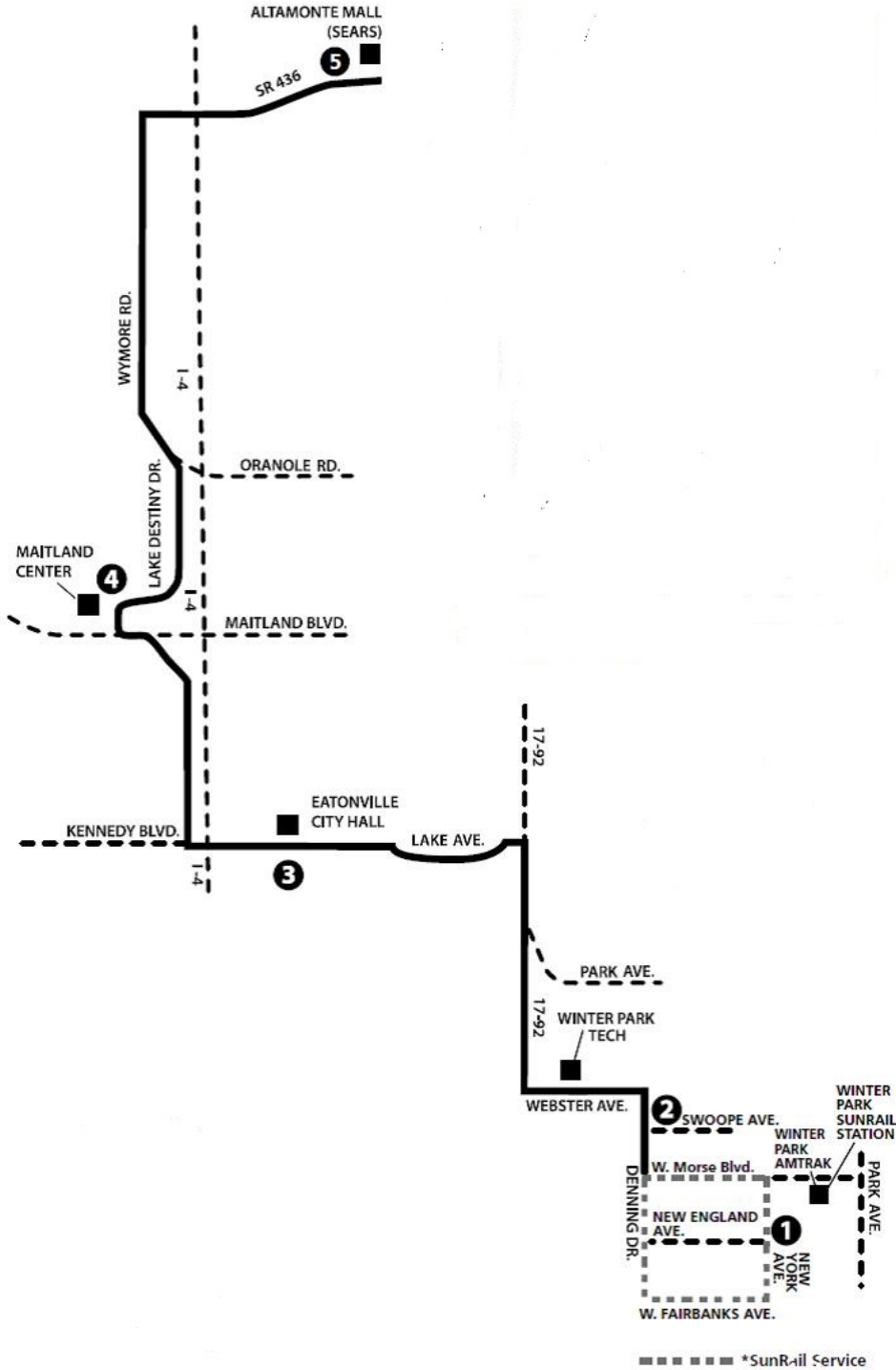
Patrick T. Christiansen, Esq.

Exhibit "A"

DESCRIPTION OF SERVICE AREA

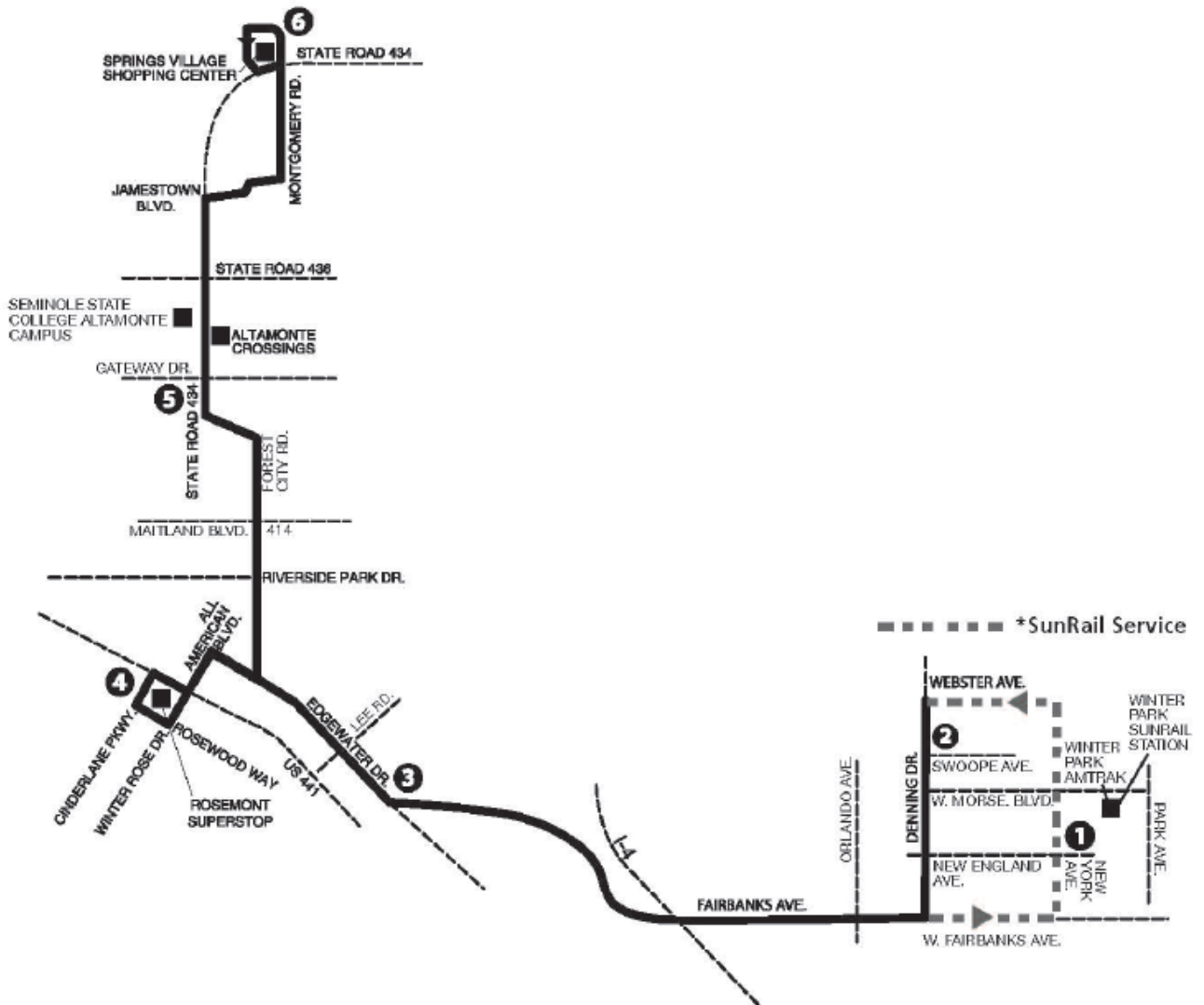
LINK 1 Winter Park/Altamonte Springs

Serving: Winter Park Tech, Eatonville, Maitland Center, Altamonte Mall, and Winter Park SunRail Station



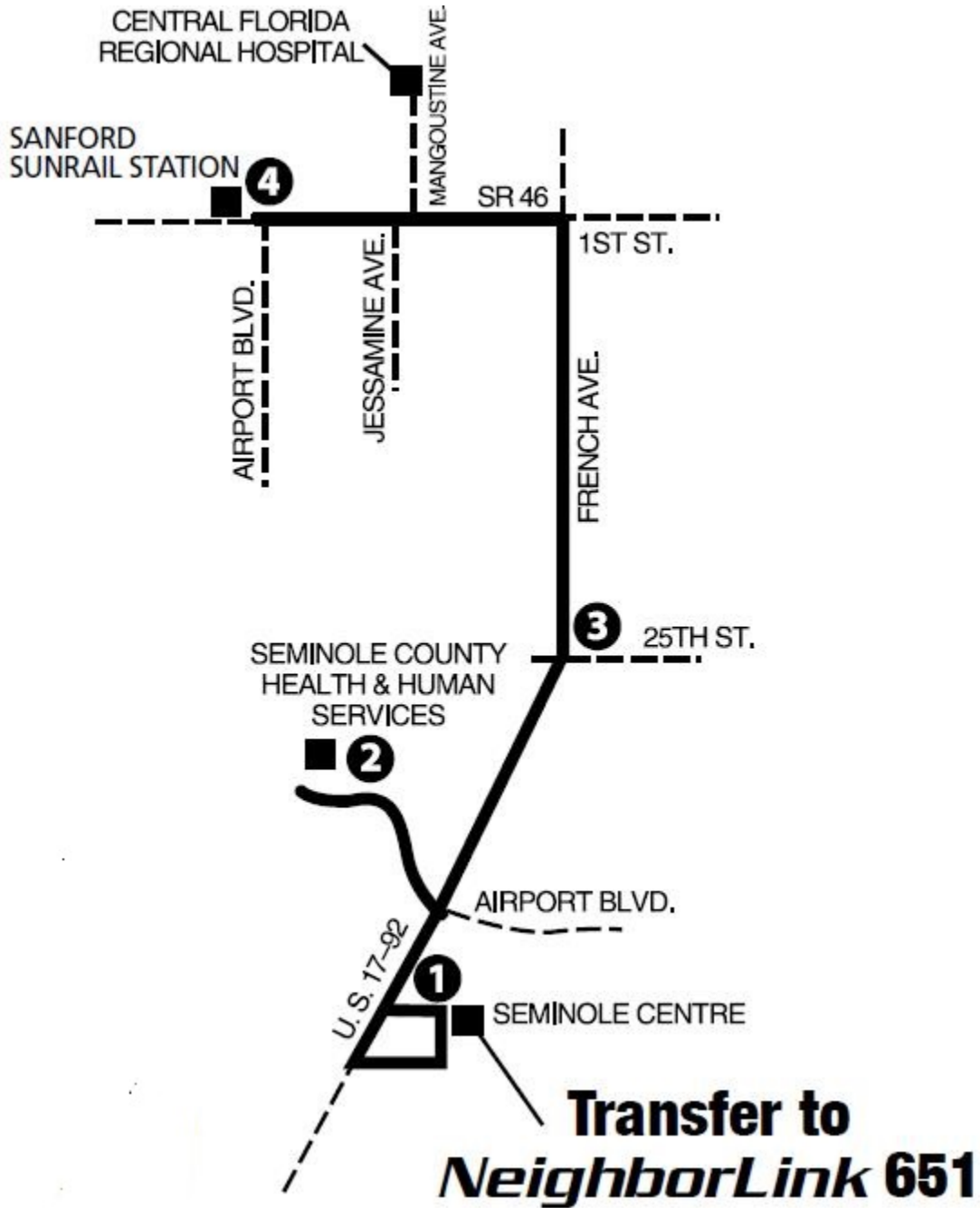
LINK 23 Winter Park/Springs Village

Serving: Winter Park Tech, Rosemont Superstop, West Town Center Walmart, Springs Village Shopping Center, and Winter Park SunRail Station



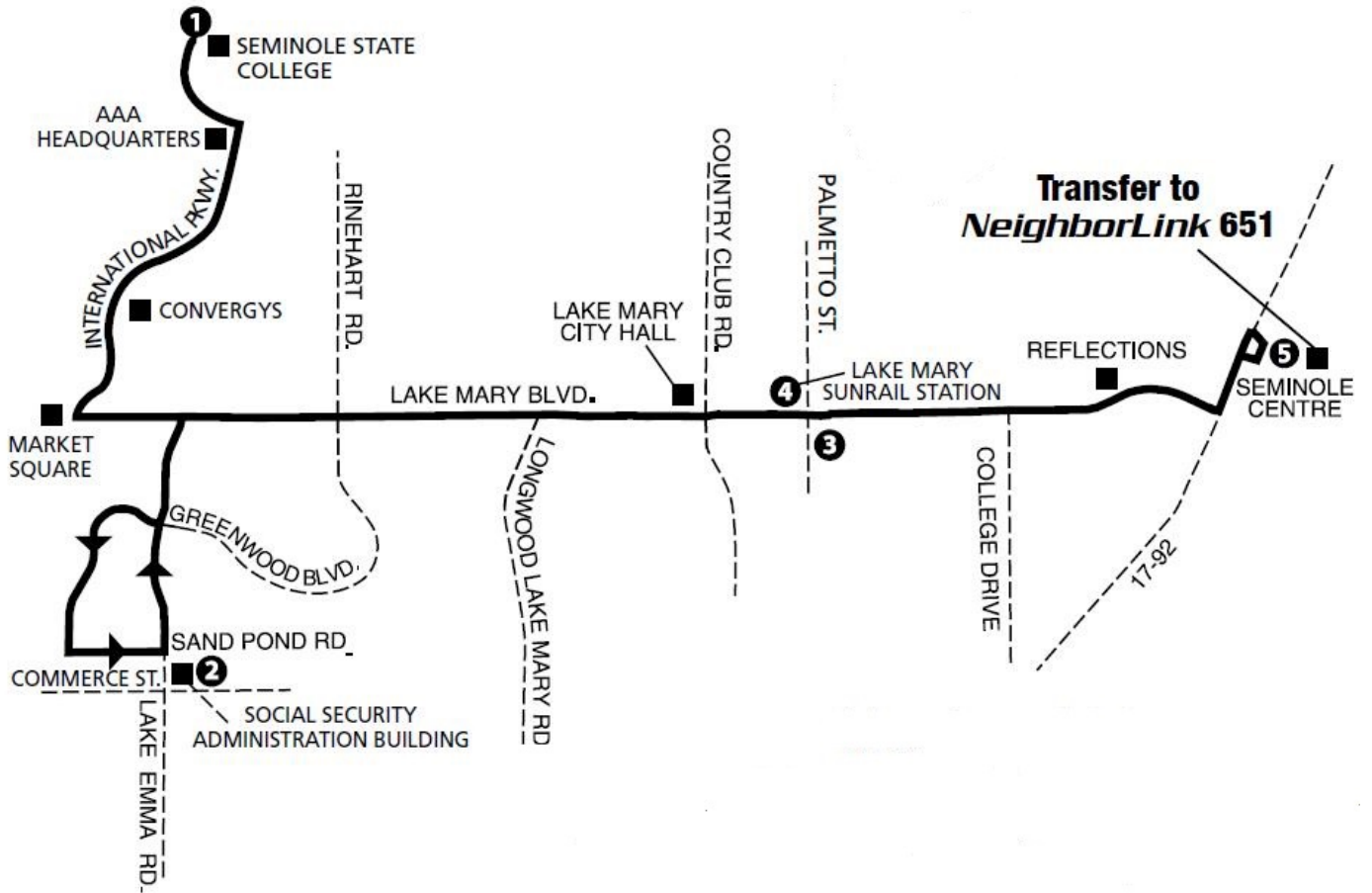
LINK 34 Sanford

Serving: Seminole Centre, Seminole County Health & Human Services, Central Florida Regional Hospital, Sanford SunRail Station, and NeighborLink 651



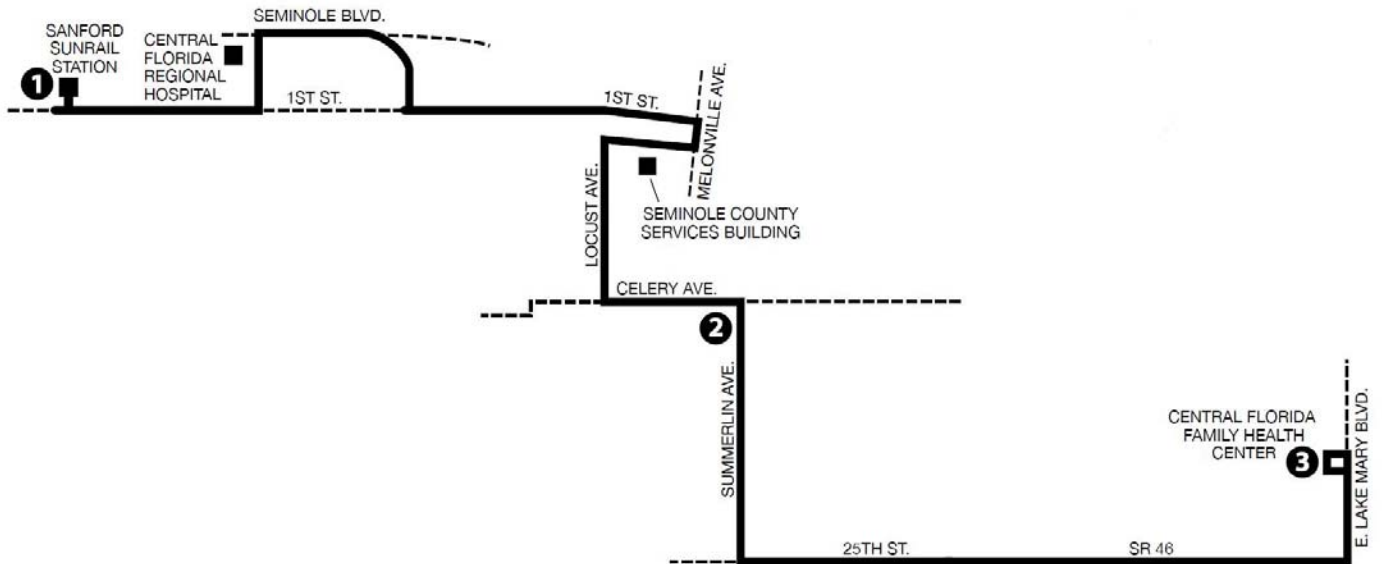
LINK 45 Lake Mary

Serving: North Point Commerce Park, Lake Emma Rd, Lake Mary Blvd, Lake Mary City Hall, Reflections, Seminole Centre, Seminole State College, AAA Headquarters, Convergys, Lake Mary SunRail Station, and NeighborLink 651



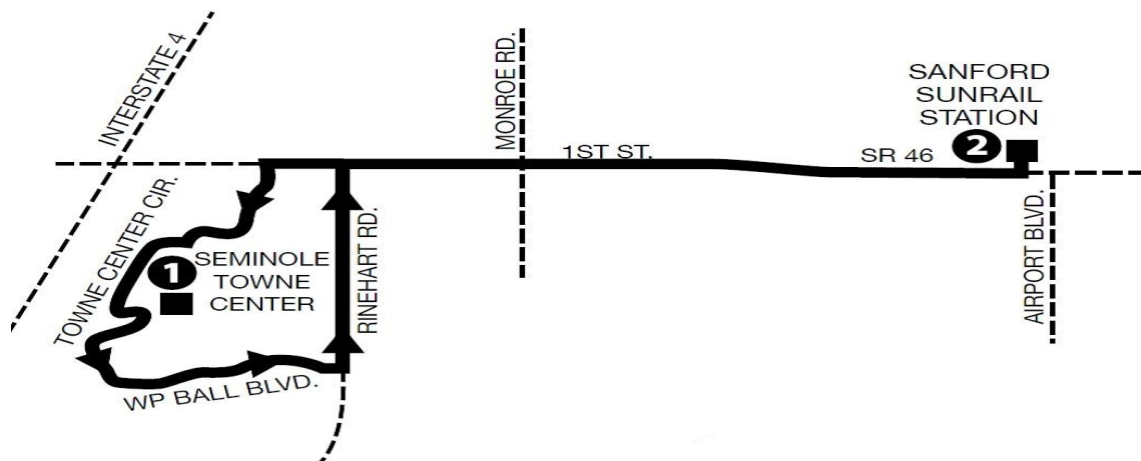
LINK 46 East SR 46/Downtown Sanford

Serving: Downtown Sanford, Central Florida Regional Hospital, Seminole County Services Building, Central Florida Family Health Center, Sanford SunRail Station, and Neighborlink 651



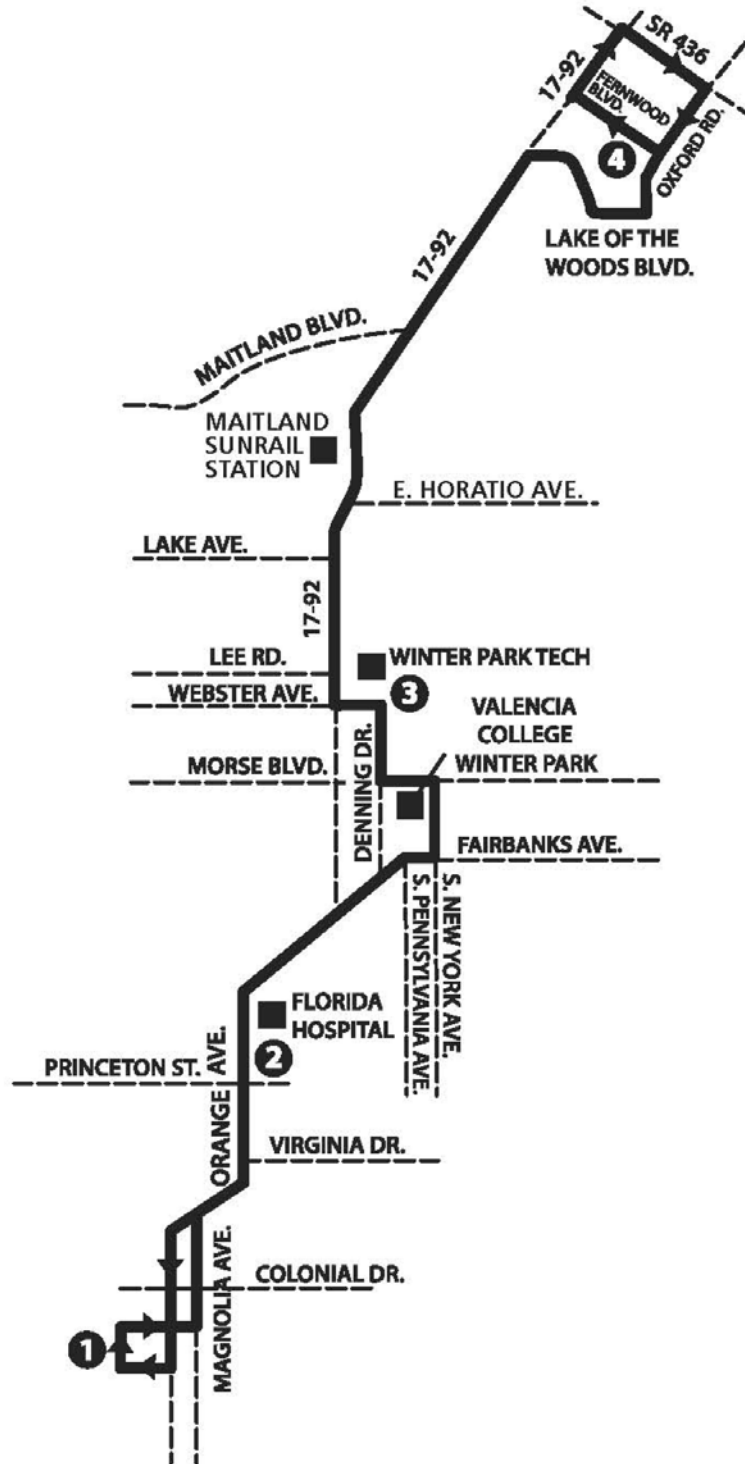
LINK 46 West w. SR 46/Seminole Towne Center

Serving: Seminole Towne Center, Walmart Rinehart Road, Super Target Rinehart Road, Downtown Sanford and Sanford SunRail Station



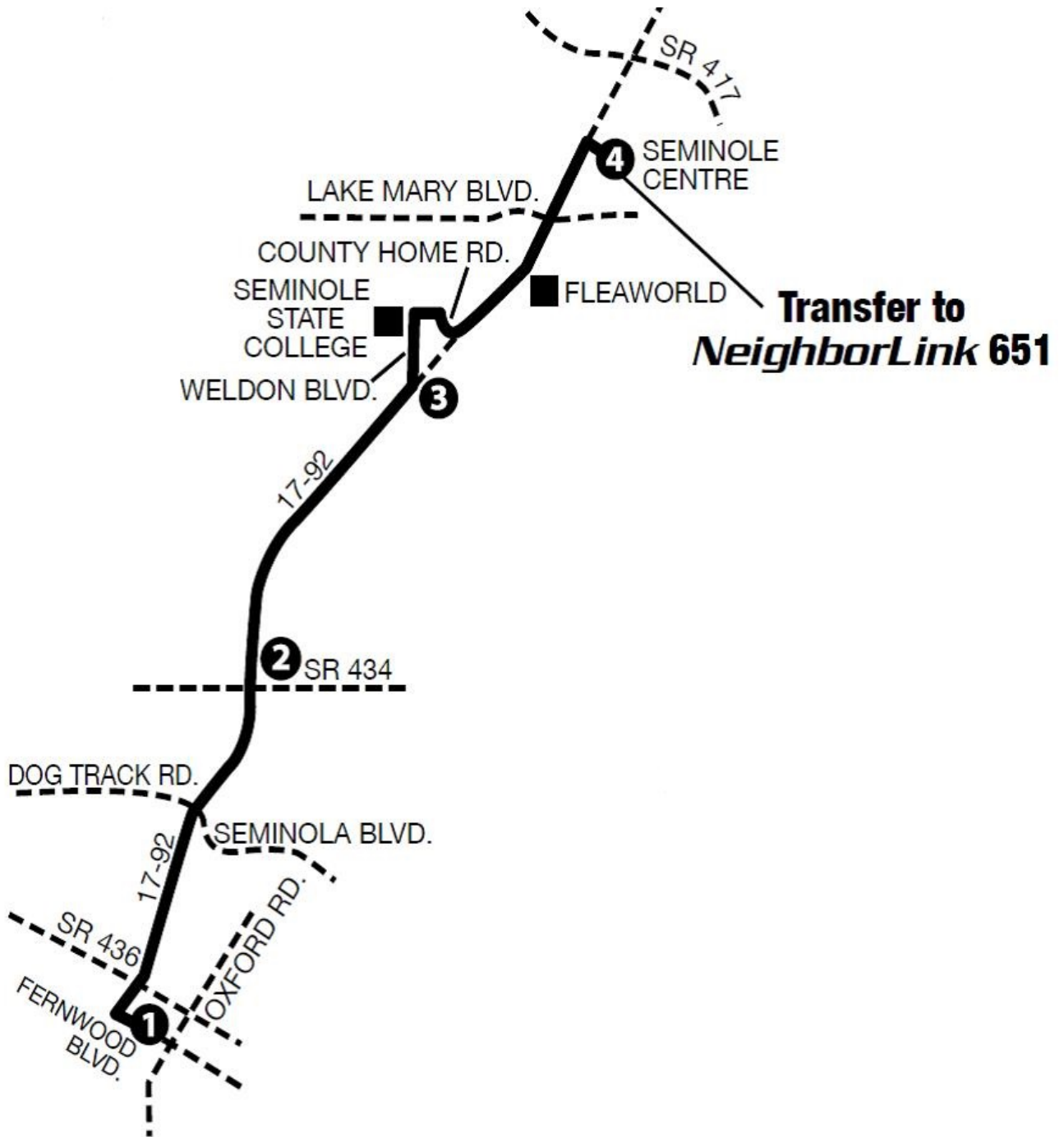
LINK 102 Orange Ave/ South 17/92

Serving: LYNX Central Station, Florida Hospital, Valencia College – Winter Park, Winter Park Tech, Maitland, Fern Park and Jai-Alai



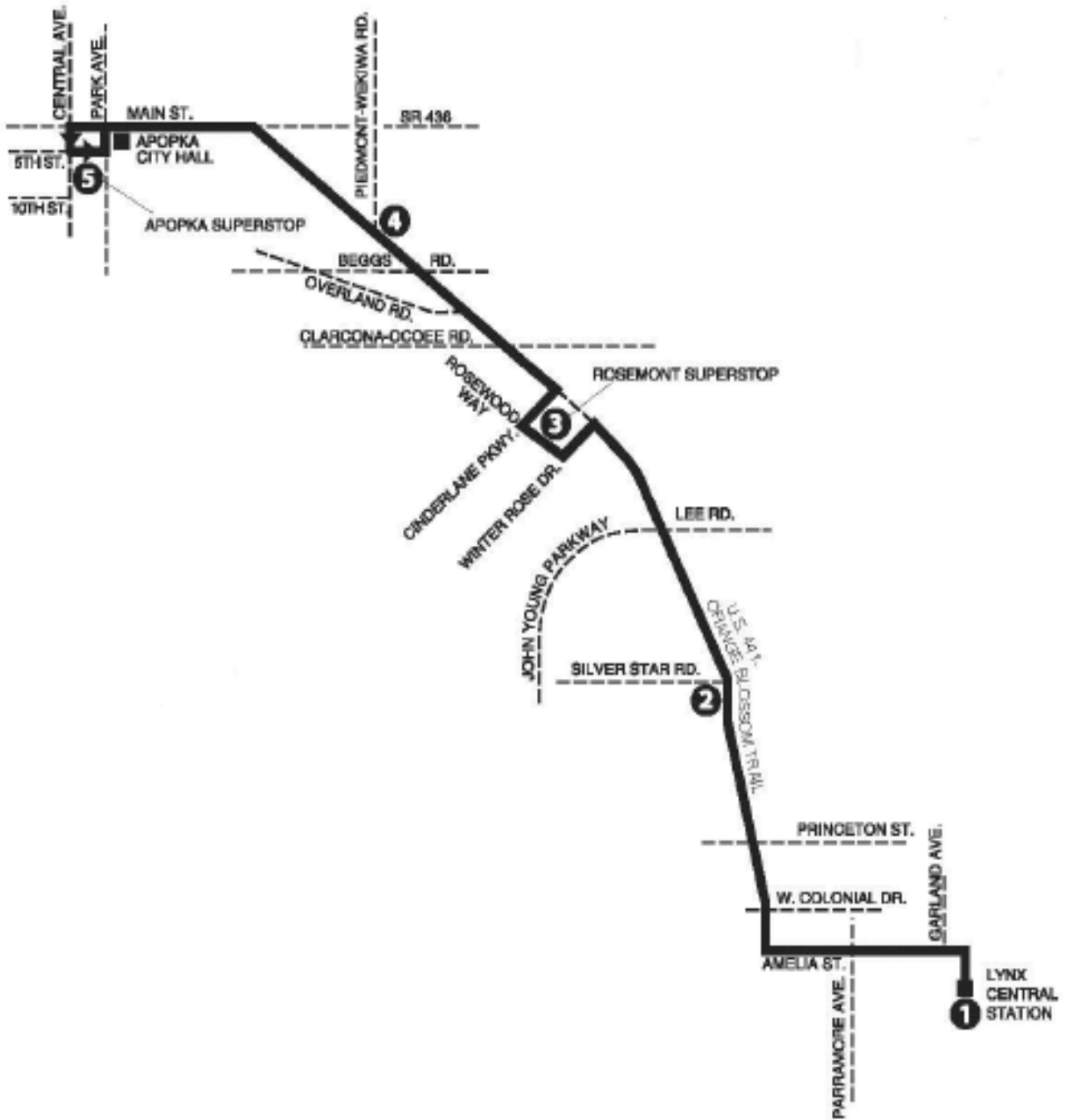
LINK 103 North 17/92 Sanford

Serving: Jai-Alai, Seminole County Courthouse, FleaWorld, Seminole Centre Walmart, Seminole State College, and NeighborLink 651



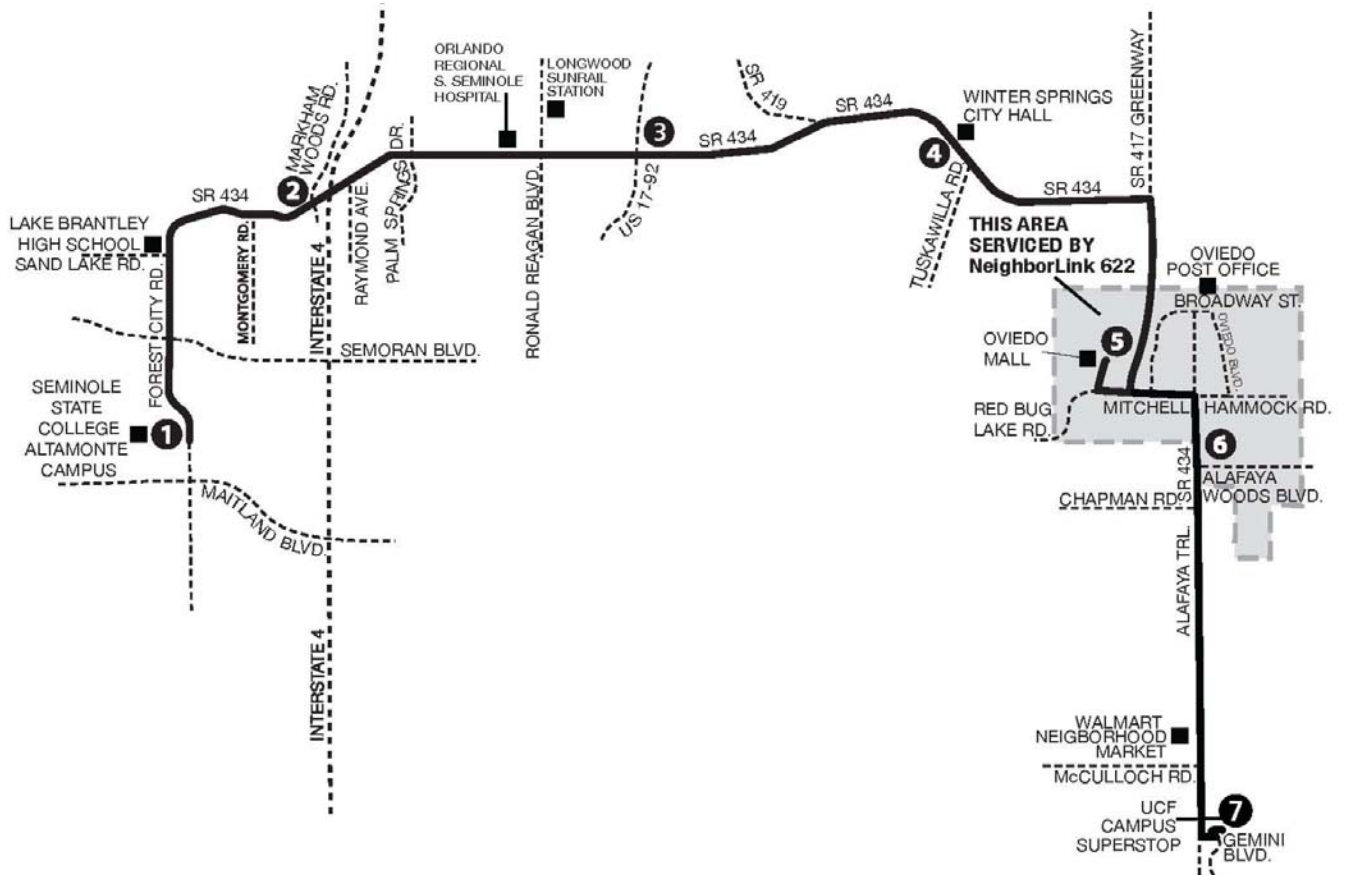
LINK 106 North US 441/Apopka

Serving: LYNX Central Station, OCPS Educational Leadership Center, Rosemont SuperStop, Lockhart, and Apopka SuperStop



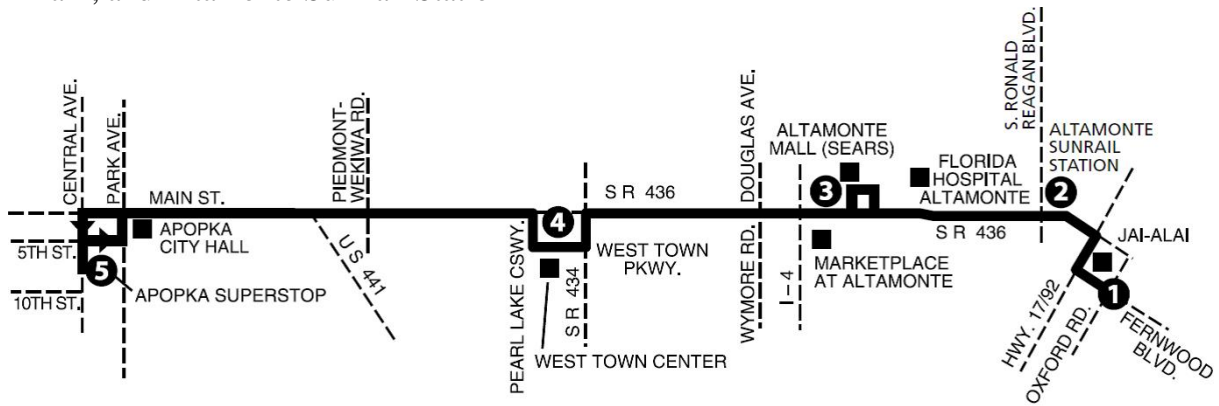
Link 434 SR 434 Crosstown

Serving: Seminole State College- Altamonte Campus, Lake Brantley High School, Winter Springs City Hall, South Seminole Hospital, Oviedo Market Place, University of Central Florida, NeighborLink 622, and Longwood SunRail Station



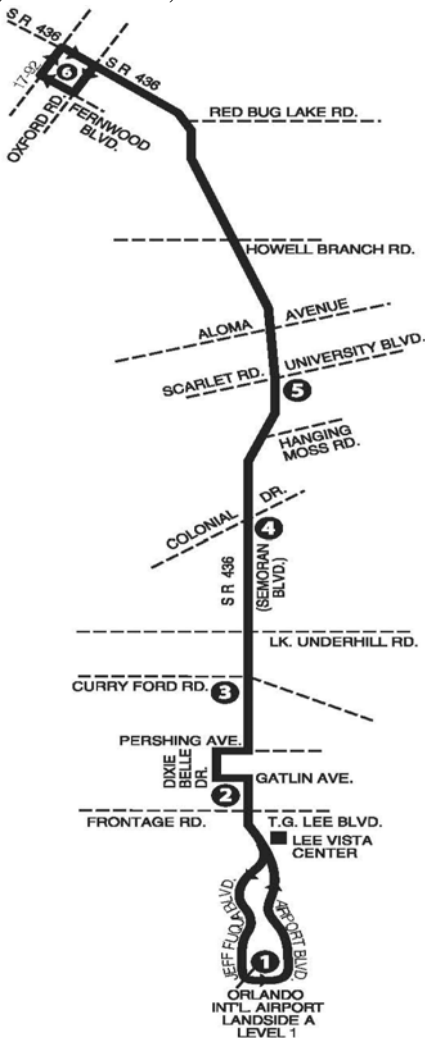
Link 436N SR 436 Crosstown (formerly Link 41)

Serving: Apopka SuperStop, West Town Center, Altamonte Mall, Florida Hospital Altamonte, Fern Park, and Altamonte SunRail Station



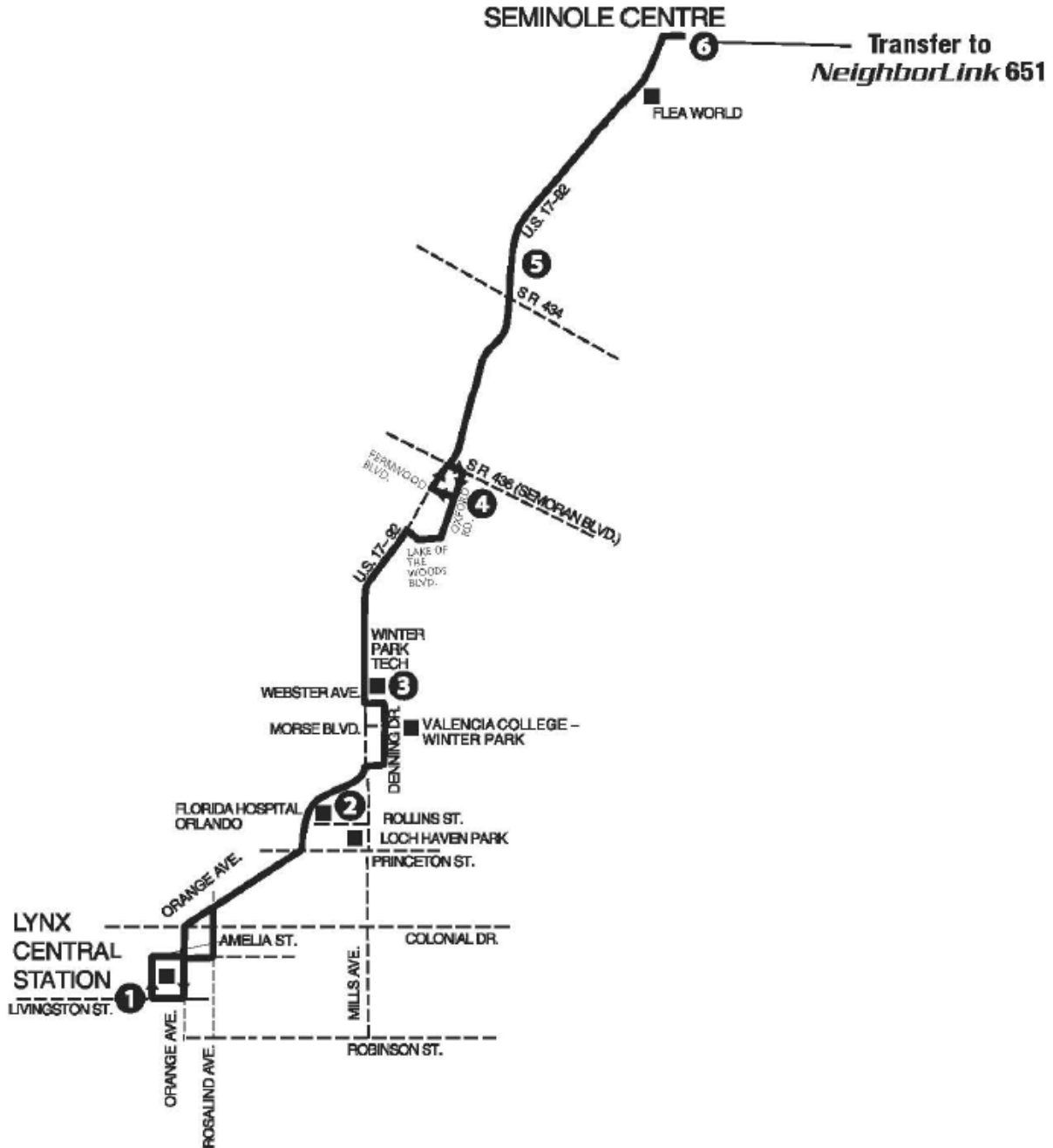
Link 436S SR 436 Crosstown (formerly Link 41)

Serving: Fern Park, Casselberry, Azalea Park, and Orlando International Airport



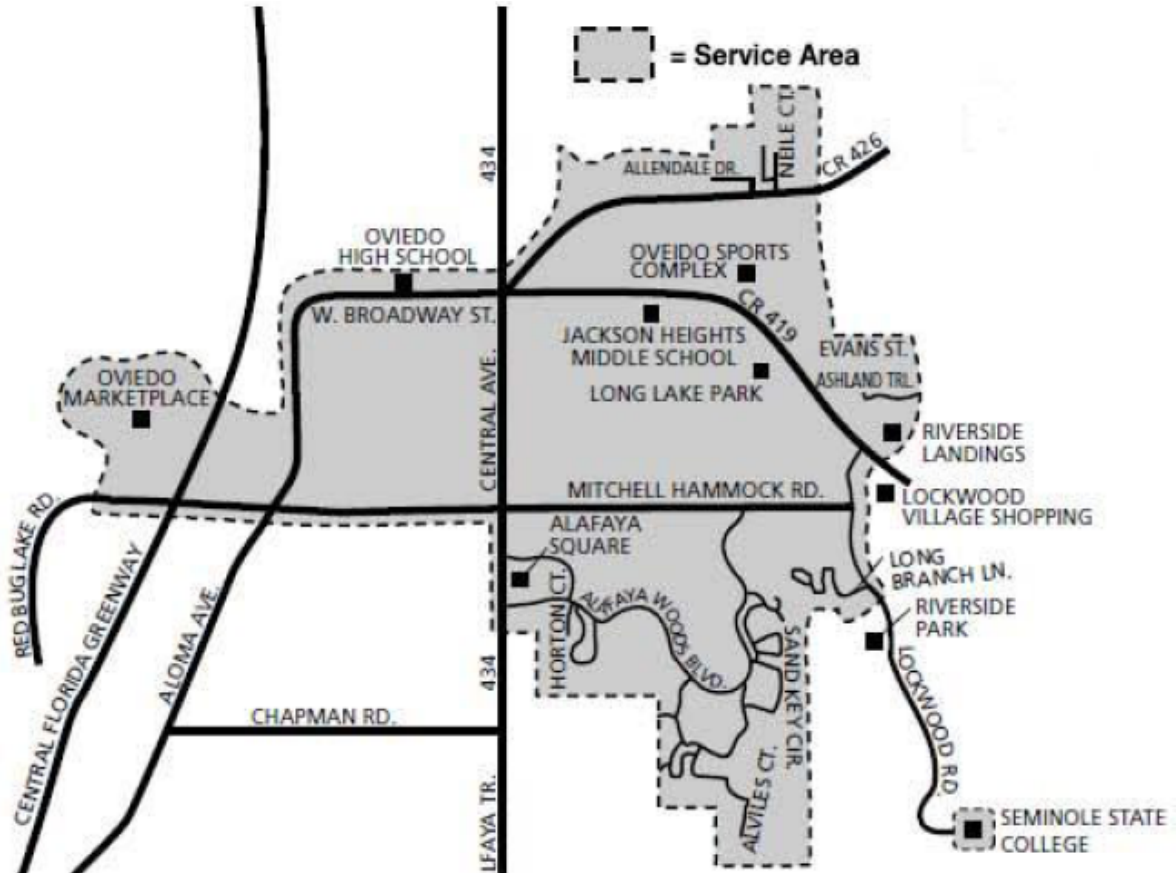
FastLink 17-92 Sanford/Orlando

Serving: LYNX Central Station, Florida Hospital, Winter Park Village, Fernwood Blvd. & Oxford Rd., U.S. 17-92 & SR 434, Seminole Centre, and NeighborLink 651



NeighborLink 622 Oviedo

Serving: Seminole State College, Oviedo Marketplace, Link 434, Oviedo High School, Oviedo Sports Complex, and Jackson Heights Middle School



NeighborLink 651 Goldsboro

Serving: Sanford SunRail Station, Seminole Centre, Historic Goldsboro Blvd., Westside Community Center, Central Florida Regional Hospital, Seminole County Health & Human Services, Link 34, Link 45, Link 46E, Link 46W, Link 103, and FastLink 17-92

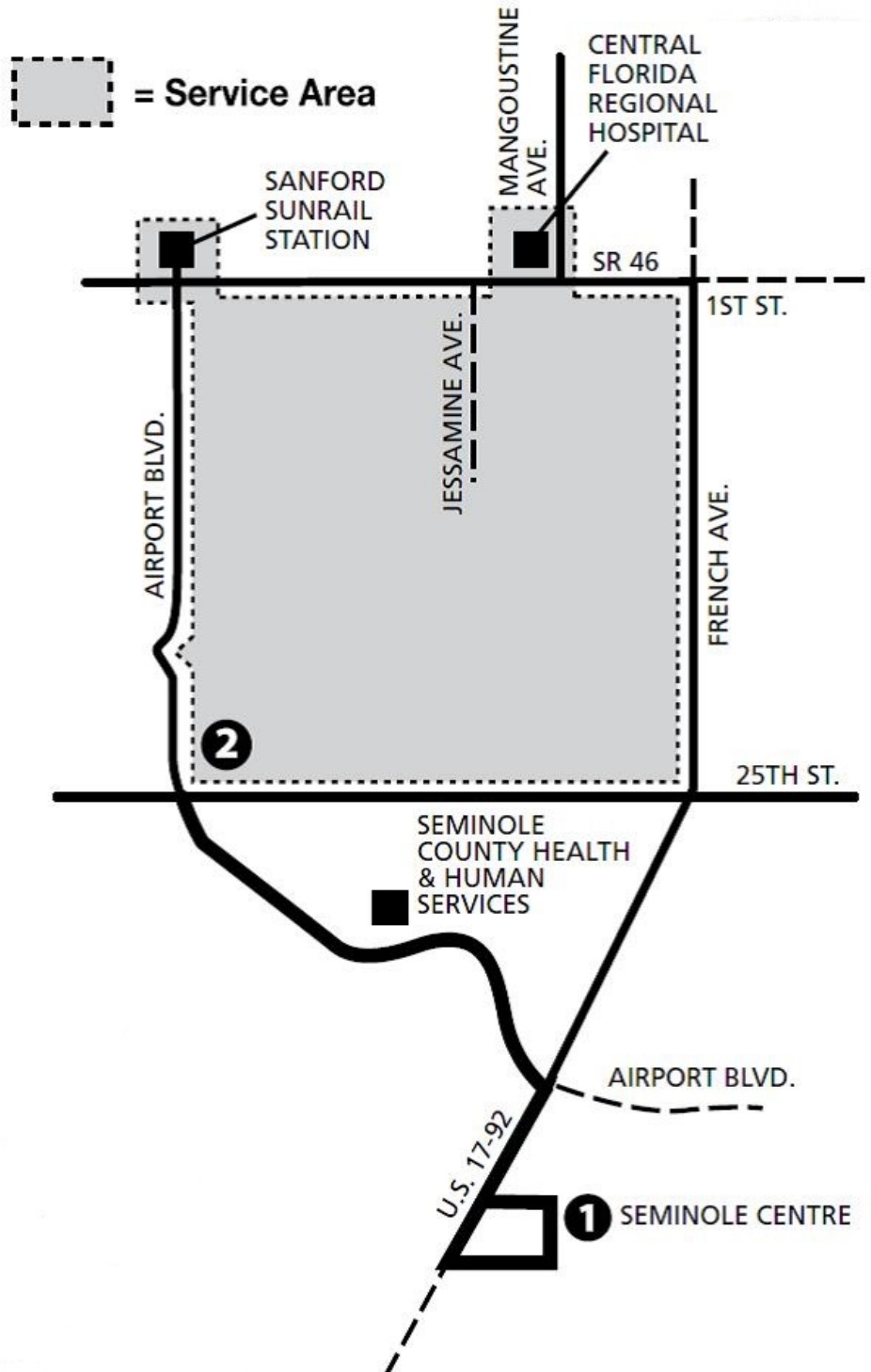


Exhibit "B"

DESCRIPTION OF APPROPRIATED AMOUNT

October through September	\$ 6,389,083
---------------------------	--------------

Exhibit A - Seminole County Transit Service Costs For FY2016	
<i>Net Fixed Route Operating Costs</i>	<i>Cost</i>
Link 1	
Link 23	
Link 34	
Link 45	
Link 46 E	
Link 46 W	
Link 102	
Link 103	
Link 106	
Link 434	
Link 436N and 436S (formerly Link 41)	
FastLink 17-92	
<i>NeighborLink (NL) Services Costs:</i>	
NL 622	
NL 651	
Subtotal:	
<i>Paratransit Services Costs:</i>	
American Disability Act (ADA) Funding	
Medicaid	
Transportation Disadvantage (TD) Funding	
Subtotal:	
<i>Capital Funding Cost:</i>	
\$2 Capital Funding	
Subtotal:	
Funding Requested from County	\$ 6,389,083

<i>City Direct Payments to LYNX</i>	
City of Altamonte Springs	
City of Sanford	
Subtotal:	
Total County Transit Service Cost	

FY2016 Billing Schedule:	
October 2015	
November 2015	
December 2015	
January 2016	
February 2016	
March 2016	
April 2016	
May 2016	
June 2016	
July 2016	
August 2016	
September 2016	
Annual Funding Request from County	\$ 6,389,083

ADDENDUM TO AGREEMENT

25. The Funding Partner agrees to appropriate six million three hundred eighty-nine thousand eighty-three dollars and zero cents (\$6,389,083) to LYNX for fiscal year 2015-2016 for the provision of public transportation services within Seminole County in accordance with this Agreement and to be allocated as follows:

(a) The base operating expenditures funding of \$6,389,083 shall be for fixed route bus service, Access LYNX, and other agreed upon services, including, but not limited to:

- (i) Fixed Route Service;
- (ii) Demand Response Service (NeighborLink); and
- (iii) Paratransit Service (Access LYNX).

26. Service Area means generally unincorporated Seminole County, but may include, on a case-by-case basis, municipalities within Seminole County, other than the City of Altamonte Springs and the City of Sanford.

Exhibit "C"

SCHEDULE LISTING OF LYNX FUNDING PARTNERS

LYNX FY2016 Local Funding Amounts			
	FY2016 Funding Model Amount	Prepays/ Service Changes	FY2016 Funding Agreement
Operating Funding			
Orange County	\$ 39,701,511	\$ -	\$ 39,701,511
Osceola County	6,393,683	(163,920)	6,229,763
Seminole County	6,175,067	-	6,175,067
City of Orlando	4,046,660	(42,205)	4,004,455
City of Orlando - LYMMO	2,305,411	-	2,305,411
Subtotal	\$ 58,622,332	\$ (206,125)	\$ 58,416,207
Altamonte Springs	\$ 120,900	\$ -	\$ 120,900
Sanford	93,000	-	93,000
Lake County	259,990	-	259,990
Subtotal	\$ 473,890	\$ -	\$ 473,890
Subtotal Operating Funding	\$ 59,096,222	\$ (206,125)	\$ 58,890,097
Capital Contributions			
Orange County	\$ 1,701,304	\$ -	\$ 1,701,304
Osceola County	203,270	-	203,270
Seminole County	214,016	-	214,016
Subtotal	\$ 2,118,590	\$ -	\$ 2,118,590
Total Local Funds	\$ 61,214,812	\$ (206,125)	\$ 61,008,687

BUS SERVICE AGREEMENT

by and between

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY d/b/a LYNX
(LYNX)

and

WALT DISNEY PARKS AND RESORTS U.S., INC.
(Disney)

relating to the
providing of bus service in the Walt Disney Resort Service Area

_____, 2015

TABLE OF CONTENTS

(The Table of Contents to this Bus Service Agreement is for convenience of reference only and is not intended to define, expand or limit any of the terms and conditions of this Bus Service Agreement)

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Schedule of Exhibits

Exhibit "A" – Sketch of Walt Disney Resort Service Area

Exhibit "B" – Description of Service or Bus Route

BUS SERVICE AGREEMENT

THIS BUS SERVICE AGREEMENT (the "**Agreement**") made and entered as of this ____ day of _____, 2015, by and between:

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY, a body politic of the State of Florida, d/b/a **LYNX**, 455 North Garland Avenue, Orlando, Florida 32801 (hereinafter referred to as the "**LYNX**")

and

WALT DISNEY PARKS AND RESORTS U.S., INC., a Florida corporation, Post Office Box 10,000, Lake Buena Vista, Florida 32830 (hereinafter referred to as "**Disney**").

Disney and LYNX shall sometimes be referred to collectively as the "**Parties**".

WITNESSETH:

WHEREAS, LYNX provides public transportation in the Central Florida area including, but not limited to, dedicated bus service for the benefit of and use by the public; and

WHEREAS, Disney is the primary owner of the Walt Disney World® Resort, as generally described and set forth in **Exhibit "A"** attached hereto (the "**Service Area**"); and

WHEREAS, Disney has expressed a need for public transportation service in and to certain portions of the Service Area in order to provide for, among other matters, public transportation in order to facilitate employees, guests and other persons seeking transportation to and from facilities located in the Service Area; and

WHEREAS, the Parties have agreed for LYNX to operate one or more "bus links" or expanding one or more existing "bus links" in the Service Area to provide additional public bus transportation, and LYNX is prepared to do so pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual premises herein contained, the parties hereto do hereby agree as follows:

1. **DEFINITIONS**. For the purposes of this Agreement, the following definitions shall apply under this Agreement, unless the context requires otherwise or another definition is expressly provided in this Agreement:

Agreement shall mean this Bus Service Agreement, as the same may be amended from time to time.

<u>Bus Service</u>	shall mean the bus service to be provided by LYNX in the Service Area as set forth in this Agreement and on Exhibit "B" .
<u>Contributions</u>	shall mean, the Disney Contributions.
<u>Commuter Rail Funds</u>	shall mean any funds, if any, that LYNX may obtain from time to time as a result of the Commuter Rail Project and would be used for providing any of the Bus Service. Commuter Rail Funds are not within the defined term "Contributions".
<u>Commuter Rail Project</u>	shall mean the Commuter Rail Project presently being contemplated by the Central Florida community, to be undertaken in phases, with the initial phase to be from a point in Volusia County to a point in Taft in Orange County, Florida.
<u>Disney</u>	shall have the meaning set forth in the preamble to this Agreement.
<u>Disney Contributions</u>	shall mean the contributions to be made by Disney to LYNX for the Bus Service in the aggregate amount of \$324,341, to be paid on the dates set forth.
<u>FDOT</u>	shall mean the Florida Department of Transportation.
<u>FTA</u>	shall mean the Federal Transit Administration.
<u>LYNX</u>	shall have the meaning set forth in the preamble to this Agreement.
<u>Matching Contributions</u>	shall mean any matching grants or matching contributions, if any, that LYNX may obtain from time to time based upon the Disney Contributions as set forth and described in paragraph 7 below.
<u>Service Area</u>	shall mean the area, as described and set forth in Exhibit "A" attached hereto.
<u>Service Route, Bus Route, or Bus Link</u>	shall mean the bus routes for service to be provided by LYNX as identified and set forth in Exhibit "B" attached hereto.
<u>Service Schedule</u>	shall mean the frequency, times and stops for the Bus Service to be provided by LYNX, as set forth and described in Paragraph 4 below.
<u>Term</u>	shall mean the term of this Agreement, as set forth in Paragraph 3 below.

2. **PROVIDING OF BUS SERVICE.** Pursuant to the terms and conditions of this Agreement and in consideration of the Contributions, LYNX agrees to provide the Bus Service in and to the Service Area. In regard to providing said Bus Service, the obligation of LYNX is subject to the following:

(a) Federal, state and local regulations applicable to LYNX including, but not limited to, the rules and regulations promulgated from time to time by FDOT and/or FTA as applicable to LYNX.

(b) All conditions beyond the reasonable control of LYNX including, but not limited to, Acts of God, hurricanes, matters of public safety, etc.

(c) The changing transportation needs of Disney to the extent LYNX can reasonably accommodate such needs.

3. **TERM.** This Agreement shall be effective as of the date hereof (the "**Commencement Date**") and shall, except as otherwise set forth herein, continue through October 1, 2016 (the "**Expiration Date**"). The Parties are aware and understand that the number of Bus Routes and the extent of the Bus Service is already in place and that LYNX is claiming no additional compensation for periods prior to the Commencement Date of this Agreement.

4. **SCHEDULE OF BUS SERVICE.** Attached hereto as **Exhibit "B"** is a Schedule showing the bus stops and service for the Bus Service provided by LYNX pursuant to this Agreement. This Schedule is subject to all of the provisions of this Agreement. This Schedule is not a guarantee but rather reflects the anticipated times, stops and service.

5. **PAYMENT FOR BUS SERVICE.** The Bus Service to be provided by LYNX pursuant to this Agreement is in consideration of Disney paying to LYNX the sum of Three Hundred Twenty-Four Thousand Three Hundred Forty-One Dollars (\$324,341) payable in two payments of One Hundred Sixty-Two Thousand One Hundred Seventy-One Dollars (\$162,171) upon the effective date of Agreement and One Hundred Sixty-Two Thousand One Hundred Seventy Dollars (\$162,170) on or before September 30, 2016. No additional fees shall be due from Disney for services provided prior to the Commencement Date of this Agreement.

With respect to any bus fares that may arise from the Bus Service (including any interest, if any, that LYNX may obtain by virtue of any deposits it makes by virtue of any of the fares, interests, etc. may be retained by LYNX and used for its other bus operations and is not required to be used for the Bus Service to be provided under this Agreement.

6. **SECURITY DEPOSIT.** No security deposit is required of Disney under this Agreement.

7. **ACCESS OVER PRIVATE PROPERTY.** The Parties understand that with respect to the Bus Routes, most of the Routes to be covered in the Service Area are over roads which are owned and operated by a governmental unit and for the purposes of this Agreement only, said roads will be deemed to be "public". Other roads would be deemed to be "private" such as, for example, roads behind gates, etc. and these areas would be on roads not owned and operated by any such governmental unit. If and to the extent the Bus Route at any time extends

over any private property owned by Disney in the Service Area, Disney hereby grants a revocable non-exclusive license to LYNX over its property to provide the Bus Service provided by LYNX from time to time. In regard to any roads deemed to be “private”, said revocable non-exclusive license may be terminated by Disney in its sole and absolute discretion upon twenty-four (24) hours’ notice to LYNX and, in such regard, LYNX will modify the Bus Service accordingly.

8. **ADVERTISING.** The parties are aware and understand that LYNX undertakes an advertising program on its buses and that LYNX also does not specifically identify a specific bus on a specific route. From time to time, buses will be taken out of service for maintenance and repair and replacement, and future buses will also be used from time to time to provide the Bus Service. In addition, various rules (including FTA guidelines) provide for random assignment of buses. With this background:

(a) LYNX will be entitled to place on the buses which it uses to provide the Bus Service, advertising from time to time. LYNX will use its best efforts not to place on buses in the Service Area advertising relating to any directly competitive theme parks in the Orlando area to the Walt Disney World Company; however, depending on bus repairs, maintenance, etc. it is possible from time to time that buses in the Bus Service Area may contain said advertising but LYNX will use its best efforts not to utilize said advertising on buses in the Bus Service. Any revenue relating to said bus advertising shall be the sole property of LYNX.

(b) LYNX will have the right in its reasonable discretion as to what buses and the type of the buses that will be used to provide the Bus Service.

The foregoing assignments and other matters regarding the buses in the Bus Service will be subject in all respects to all applicable laws including FTA and FDOT requirements.

9. **BOND.** Disney shall not be required to furnish LYNX with any bond or other collateral conditioned for the faithful performance of the duties and due accounting for all monies received by Disney under this Agreement.

10. **NON-ASSIGNABILITY.** This Agreement is not assignable by either Party without the prior written consent of the other Party.

11. **RELATIONSHIP OF PARTIES.** The Parties are aware and agree that the relationship between LYNX and Disney under this Agreement shall be that of an independent contractor and not an agent.

12. **NO THIRD PARTY BENEFICIARY.** This Agreement is solely between the parties hereto and no person or persons not a party hereto shall have any rights or privileges whatsoever either as a third party beneficiary or otherwise.

13. **NOTICE.** Any notice permitted to be given to either party under this Agreement shall be in writing and shall be deemed to be given (i) in the case of delivery, when delivered to the other party at the address set forth in the preamble to this Agreement, (ii) in the case of

mailing, 3 days after said notice has been deposited, postage pre-paid, in the United States mail and sent by certified or return receipt requested to the other party at the address set forth in the preamble to this Agreement and (iii) in all other cases when such notice is actually received by the party to whom it has been sent. Notices shall be sent to the following:

As to LYNX:

455 North Garland Avenue
Orlando, Florida 32801
Telephone: (407) 254-6100
Telecopy: (407) 254-6138

with a copy to:

455 North Garland Avenue
Orlando, Florida 32801
Telephone: (407) 254-6014
Telecopy: (407) 254-6138

As to Disney:

Brian Besanceney
Walt Disney Parks and Resorts U.S., Inc.
Public Affairs
Post Office Box 10,000
Lake Buena Vista, Florida 32830
Telephone: (407) 828-2474
Telecopy: (407) 828-2023

with a copy to:

Lee Schmudde
Walt Disney Parks and Resorts U.S., Inc.
Legal
Post Office Box 10,000
Lake Buena Vista, Florida 32830
Telephone: (407) 828-1723
Telecopy: (407) 828-4311

Either party may change the address to which any notices are to be given by so notifying the other parties to this Agreement as provided in this paragraph.

14. **GOVERNING LAW.** This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. The Parties further agree that the exclusive venue and jurisdiction over any action arising under this Agreement shall be in the courts of Orange County, Florida. Each party expressly waives any right to a jury trial.

15. **MISCELLANEOUS CLAUSES.**

(a) **Sovereign Immunity.** Nothing contained in this Agreement, the relationship between the Parties hereto, the providing of the Bus Service, or

otherwise shall in any way whatsoever constitute any waiver by LYNX of its rights to invoke sovereign immunity as a governmental entity.

(b) **Force Majeure.** The rights and obligations and duties of the Parties hereunder shall be subject to any causes beyond their reasonable control including, but not limited to, Acts of God, hurricanes, storms, and, in the case of LYNX, government regulations and directives applicable to it.

(c) **Time of Essence.** The Parties recognize that time is of the essence in the performance of the provisions of this Agreement.

(d) **Legal Obligations.** This Agreement shall not relieve any party of any obligation or responsibility imposed upon it by law.

(e) **No Waiver.** No term or provision of this Agreement shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party or parties claimed to have waived or consented. Waiver of any default of this Agreement shall not be deemed a waiver of any subsequent default. Waiver of breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach. Waiver of such default and waiver of such breach shall not be construed to be a modification of the terms of this Agreement unless stated to be such through written approval of all parties.

(f) **Benefits of Service.** The Disney monies to be paid by Disney to LYNX pursuant to Paragraph 5 hereof, are net, and shall not be reduced based upon any other funding or benefits that LYNX may receive including, but not limited to, any funding that LYNX receives from the FTA as a part of its overall ridership total.

(g) **No Oral Modification.** The Parties agree that this Agreement is a complete expression of the terms herein and any oral or written representations or understandings not incorporated herein are excluded.

(h) **Severability.** If any of the provisions of this Agreement are held to be invalid, illegal or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. To that end, the provisions of this Agreement are declared to be severable.

(i) **Counterparts.** This Agreement may be executed in two (2) or more counterparts, each of which will be deemed an original, and it will not be necessary in making proof of this Agreement or the terms of this Agreement, to produce or account for more than one (1) of such counterparts.

(j) **Adjustment of Bus Routes.** The Parties are aware and understand that with respect to any adjustment or modification of Bus Service, LYNX will be required to follow State and Federal guidelines relating to adjustments and

modification of Bus Service. This will generally require a minimum of one hundred twenty (120) days in order to provide various required public notices.

(k) **Default/Notice/Procedure to Resolve Disputes**. The Parties understand and are aware that this Agreement is between two entities who mutually desire for the beneficial providing of the Bus Service under this Agreement and wish to avoid any default or misunderstanding. Thus, in the event one Party hereto believes that the other Party is in default under this Agreement, the other Party through a senior representative shall contact a senior representative of the other Party in an effort to discuss and resolve any alleged default or nonperformance. Failing such resolution, said Party will then be required to give actual written notice to the other Party of said alleged default before said Party may exercise any of the rights available to it under this Agreement. With this background, Disney is aware and specifically understands that the scope and quantity of the Bus Service being made available by it is based upon the amount and it receiving the contributions from time to time. Thus, for example, if Disney should fail to pay the requisite Disney Contributions, LYNX could seek to enforce that payment but, at its option, could also reduce in its discretion the bus service specifically within the Service Area.

(l) **Service Within and Outside the Service Area**. The Bus Service to be provided by LYNX under this Agreement covers various Bus Routes that are located both within and outside the Service Area, as more particularly set forth in **Exhibit “B”**. Thus, the Contributions may be used for all of said Bus Service.

16. **BOARD APPROVAL**. This Agreement is subject to the approval by the LYNX Board of Directors.

17. **COMPLETE AGREEMENT**. This Agreement constitutes the complete agreement between the Parties hereto with respect to the management and distribution of the services contemplated herein and it may not be amended, changed or modified except by a writing signed by the party to be charged by said amendment, change or modification.

[Signatures Begin On Following Page]

IN WITNESS WHEREOF, the parties have hereunto executed this Bus Service Agreement the day and year first above written.

**THE CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY**

By: _____
(Signature of Authorized Person)

(Print Title of Person Signing)

Approved as to Form and Content, and for
reliance only by LYNX and no other person.

Dated: _____, 2015

Akerman LLP, counsel for LYNX

By: _____
Patrick T. Christiansen

**WALT DISNEY PARKS AND RESORTS U.S,
INC.**

By: _____
(Signature of Authorized Person)

(Print Title of Person Signing)

EXHIBIT "A"

Sketch of Walt Disney World Resort Service Area

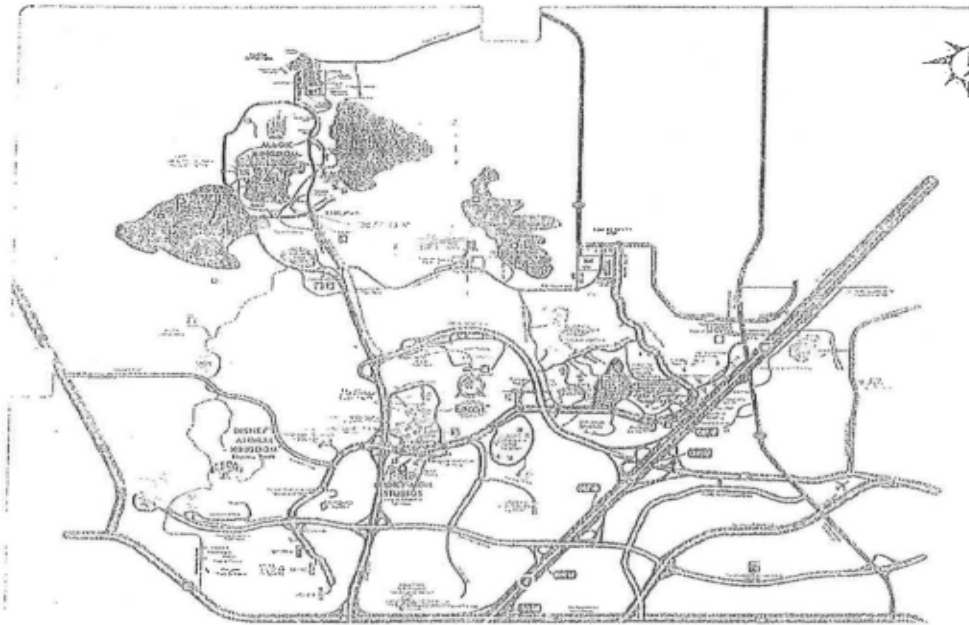


EXHIBIT "B"

Description of Bus Service or Bus Routes

August 30, 2014 **LYNX Routes**

Route	Timing	Stops
Link 50 Downtown Orlando/Magic Kingdom	Departs every night at 10:30 p.m., 11:01 p.m., 11:31 p.m. and 12:01 a.m. from WDW Transportation and Ticket Center	WDW Transportation and Ticket Center D/T Disney Westside Transfer Center 6800 Sea Harbor Drive and Academic LYNX Central Station
Link 56 West U.S. 192/Magic Kingdom	Departs every night at 10:15 p.m. and 11:45 p.m. from WDW Transportation and Ticket Center	WDW Transportation and Ticket Center US 192 & Old Town US 192 & SR 535 Osceola Square Mall Kissimmee Intermodal Facility
Link 306 Downtown Disney Direct	2 trips per day Morning from 6:15 a.m. – 7:15 a.m. Evening from 5:05 p.m. – 6:05 p.m.	Walmart D/T Disney Westside Transfer Center AR D/T Disney Westside Transfer Center DP Hilton Hotel AYT Bonnet Creek

SERVICE FUNDING AGREEMENT
by and between
LAKE COUNTY, FLORIDA
and
LYNX

THIS SERVICE FUNDING AGREEMENT (“Agreement”) is made and entered into by and between **LAKE COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida, whose principal address is 315 West Main Street, Suite 520, Tavares, Florida 32778 (hereinafter the “**Funding Partner**” or “**County**”), and the **CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY**, a body politic and corporate created pursuant to Part II, Chapter 343, Florida Statutes, whose principal address is 455 North Garland Avenue, Orlando, Florida 32801 (hereinafter “**LYNX**”).

WITNESSETH

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, the Funding Partner recognizes the need to provide Public Transportation (as hereinafter defined) in an efficient manner and acknowledges the benefits of increased ridership on the regional transportation system; and

WHEREAS, increasing traffic congestion and continued population growth require mass transit service improvements; and

WHEREAS, reliable and convenient mass transit service offers a viable alternative to private automobile travel; and

WHEREAS, the Funding Partner recognizes the need to maintain and improve transit services; and

WHEREAS, pursuant to Section 343.64, Florida Statutes, LYNX has the authority to own, operate, maintain, and manage a Public Transportation system in the area of Orange, Seminole and Osceola Counties; and

WHEREAS, LYNX currently provides mass transit services within the geographical limits of the Funding Partner; and

WHEREAS, pursuant to Section 343.64, Florida Statutes, LYNX has the right to contract with other governmental entities, including the Funding Partner, and has the right to accept funds from such other governmental entities; and

WHEREAS, the Funding Partner and LYNX entered into an Interlocal Agreement for Public Transit Services dated as of December 15, 2014, (the “**Prior Fiscal Year Funding**”

Agreement”) pursuant to which the Funding Partner agreed to appropriate funds to LYNX for fiscal year from October 1, 2014 to September 30, 2015 to support LYNX Public Transportation services within the Service Area (as hereinafter defined); and

WHEREAS, the term of the Prior Fiscal Year Funding Agreement ended on September 30, 2015; and

WHEREAS, the Funding Partner has budgeted funds for the fiscal year beginning on October 1, 2015 and ending on September 30, 2016 (“**Fiscal Year**”) to support LYNX’s Public Transportation services for such fiscal year; and

WHEREAS, LYNX and the Funding Partner wish to acknowledge that appropriate methodology has been used to determine the recommended level of funding by each Funding Partner; and

WHEREAS, at present, LYNX and the Funding Partner acknowledge that the funds provided by the Funding Partner to LYNX are used as the Funding Partner’s support of the regional Public Transportation System only within the Service Area (as hereinafter defined).

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

1. **Recitals**. The Funding Partner 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.

2. **Definitions**. The following capitalized terms shall have the following meanings:

“**Access LYNX**” means LYNX’s van transit service for medically-qualified, physically challenged transit customers.

“**ADA**” means the Americans with Disabilities Act of 1990.

“**Agreement**” means this Service Funding Agreement and its Exhibits.

“**Appropriated Amount**” means the amount to be paid to LYNX by the Funding Partner for the Current Fiscal Year in consideration of the Public Transportation to be provided by LYNX hereunder, as set forth in paragraph 3 hereof.

“**Current Fiscal Year**” shall mean the fiscal year beginning on October 1, 2015 and ending on September 30, 2016.

“**Deadhead Hours**” means the vehicle hours of operation incurred in non-Revenue Service in support of Revenue Service (i.e., hours from the garage to the beginning of a route).

“**Deadhead Miles**” means the vehicle miles incurred in non-Revenue Service in support of Revenue Service (i.e., miles from the garage to the beginning of a route).

“Demand Response Service” or **“NeighborLink”** means service provided in response to passenger requests made in advance to LYNX, which then dispatches a vehicle to pick up the passengers and transport them to their destinations or to a fixed-route transfer point within a designated demand response service area.

“Fiscal Year” or **“Current Fiscal Year”** means the twelve (12) month period commencing October 1, 2015 and ending the following September 30, 2016.

“Fixed-Route Service” means service provided on a repetitive, fixed-schedule basis along a specific route with vehicles stopping to pick up and deliver passengers to specific locations. Unlike demand response service, Fixed-Route Service services the same origins and destinations. Fixed-Route Service includes route deviation service, where revenue vehicles deviate from fixed-routes on a discretionary basis.

“FDOT” means the Florida Department of Transportation.

“FTA” means the Federal Transit Association.

“New Appropriated Amount” means the amount that is approved or appropriated by the Funding Partner for the Next Fiscal Year in consideration of the Public Transportation to be provided by LYNX hereunder for the Next Fiscal Year, as set forth in paragraph 3 below.

“Next Fiscal Year” means the twelve (12) month period immediately following the Current Fiscal Year, and is the period commencing October 1, 2016 and ending the following September 30, 2017.

“Operating Expenses” mean the expenses associated with the operations of LYNX, and which are classified by function or activity.

“Passenger Fares” means the revenue earned from carrying passengers in regularly scheduled service. Passenger Fares include the base fare, distance premiums, express service premiums, transfers and quantity purchased discount fares (i.e., daily, seven-day, thirty-day, student, senior, etc. tickets and passes).

“Passenger Trips” means the number of fare-paying individuals who ride LYNX’s buses in any given period with each individual being counted once per boarding.

“Public Transportation” means transportation by a conveyance (e.g., by bus or van) that provides regular and continuing general or special transportation to the public, but does not include light rail. “Special transportation” includes transportation services being provided to the public pursuant to the ADA.

“Revenue Hours” means the hours a vehicle travels while in Revenue Service, which excludes Deadhead Hours.

“Revenue Miles” means the miles a vehicle travels while in Revenue Service, which excludes Deadhead Miles.

“**Revenue Service**” means the portion of the trip and/or period of time when a vehicle is available to board and alight fare-paying transit passengers.

“**Service Area**” means generally the geographic area or the Fixed-Route Service, as the case may be, described and set forth in **Exhibit "A"** attached hereto.

3. **Funding Partner Obligations.**

(a) **Current Fiscal Year.**

(i) The Funding Partner agrees to appropriate the amount specified on **Exhibit “B”** attached hereto (the “**Appropriated Amount**”) to LYNX for the Fiscal Year for the provision of Public Transportation within the Service Area.

(ii) The Appropriated Amount shall be paid by the Funding Partner to LYNX in twelve (12) equal monthly installments, with each installment being due on the first day of each month. The first installment payment shall be due upon the later of (x) October 1, 2015 or (y) thirty (30) days after the execution date of this Agreement; and any other installment payments which would be due prior to the execution date of this Agreement shall also be paid within thirty (30) days after the execution date of this Agreement.

(iii) In the event that the Appropriated Amount is less than the amount suggested by the Funding Model to fully fund the agreed upon service level in the Funding Partner’s Service Area, or in the event that the Appropriated Amount is less than the actual cost to fully fund the agreed upon service level in the Funding Partner’s Service Area, LYNX may, at its discretion, (x) utilize reserves to fund the difference and continue to provide the requested service level, or (y) reduce the service level in the Funding Partner’s Service Area to a level equivalent to the Appropriated Amount. However, in the event clause (x) is applicable, then the Funding Partner will promptly pay said difference to LYNX within thirty (30) days after the execution date of this Agreement.

(iv) In regard to Paragraph 3(a)(ii), above, for each monthly installment, LYNX will invoice the Funding Partner on a monthly basis and said amount shall be paid within thirty (30) days after the receipt by the Funding Partner of said invoice. However, in regard to any monthly installments that remain unpaid prior to the execution of this Agreement, those unpaid monthly installments (for which LYNX will furnish the Funding Partner invoices) will be paid within thirty (30) days after the execution date of the Agreement.

(b) **Next Fiscal Year.** If, prior to the termination date of this Agreement (as set forth in Paragraph 20 below), the Funding Partner and LYNX have not reached a written agreement setting forth an appropriation to LYNX for the Next Fiscal Year, then, notwithstanding the expiration of this Agreement at the end of the Current Fiscal Year and in

order to continue the Public Transportation after said expiration, the Funding Partner shall continue to pay LYNX for the Next Fiscal Year the amount set forth below:

(i) The amount to be paid shall be the Appropriated Amount for the Current Fiscal Year. This Appropriated Amount for the Current Fiscal Year (the “**Post-Termination Payment**”) shall be paid as provided herein.

(ii) LYNX will prepare and submit invoices for the Post Termination Payments and the Funding Partner will make such Post-Termination Payments within thirty (30) days after its receipt of such invoices from LYNX.

(iii) The Post Termination Payment shall be paid in equal monthly installments due on the first day of each month commencing October 1, 2016 until the earliest to occur of the following: (x) LYNX and the Funding Partner reach a written agreement setting forth a different appropriation for the Next Fiscal Year; (y) one hundred twenty (120) days following the date that the Funding Partner, through action taken by its governing board, notifies LYNX in writing that it wishes to terminate this Agreement and no longer receives from LYNX the Public Transportation services provided herein; or (z) the date that LYNX actually discontinues the Public Transportation services to the Funding Partner, at which time this Agreement and specifically the provisions of this subparagraph 3(b) will no longer be applicable. LYNX may, within its discretion, reduce, eliminate or discontinue the provision of Public Transportation services to the Funding Partner immediately upon providing the Funding Partner with written notice of same. If this subparagraph 3(b) is applicable, the parties will reconcile the difference between the amount that was paid by the Funding Partner and the amount that has been agreed upon for the Next Fiscal Year in the first month following the earliest of the occurrences set forth above.

(iv) If a written agreement for the Next Fiscal Year is not entered into between LYNX and the Funding Partner by November 30 of the Next Fiscal Year, then, in that event, LYNX will undertake the necessary procedure for the discontinuation of the service which process takes approximately one hundred and twenty (120) days. If a new Funding Agreement for the Next Fiscal Year is not entered into by January 31 of the Next Fiscal Year, then LYNX may discontinue the service in accordance with its policies and the Funding Partner will in any event pay for any service provided for the Next Fiscal Year, including any service that may be provided of necessity by LYNX after January 31 in accordance with its procedures.

(c) Notwithstanding anything to the contrary set forth herein, the payment of all amounts due to LYNX hereunder shall be made in compliance with the Florida Prompt Payment Act, codified at Sections 218.70 to 218.80, Florida Statutes.

4. **LYNX Obligations.**

(a) **Service.** LYNX agrees to provide Public Transportation within the Service Area during the Fiscal Year. LYNX shall request written approval from the Funding Partner prior to implementing any of the following changes which may result in a greater than

two percent (2%) increase or decrease of Fixed-Route Service hours within the Service Area (as computed on an annual basis), which written approval shall not be unreasonably withheld or delayed:

- (i) Addition of route(s)
- (ii) Elimination of route(s)
- (iii) Combination of routes
- (iv) Changes to service span
- (v) Change to service frequency
- (vi) Changes in days of operation

To the extent that there is any increase or decrease of Fixed-Route Service hours greater than two percent (2%) (which would require approval of the Funding Partner), then, in that case, there will be a corresponding increase or decrease in the Appropriated Amount to be paid to LYNX by the Funding Partner from and after said increase or decrease is put into effect.

(b) **Quarterly Reporting.** For the purposes of operations and management analysis, LYNX agrees to provide the Funding Partner quarterly written performance reports reflecting the LYNX operations of the prior quarter. The quarterly reporting periods shall end on December 31, March 31, June 30 and September 30 and said reports shall be submitted to the Funding Partner's Office of Management and Budget and Office of Regional Mobility within forty-five (45) days after the end of each quarter. Each quarterly report will include the following items:

- (i) Maps and schedules for each route operating in the Service Area.
- (ii) Official LYNX monthly ridership reports showing a breakdown of actual aggregate ridership by mode (i.e., Fixed-Route Service, Demand Response Service, LYMMO, Access LYNX, Van Plan and special shuttles).
- (iii) An operational service characteristics report for current services provided, which would include (1) revenue hours, (2) revenue miles, and (3) unlinked passenger trips.
- (iv) A comparison of actual revenue and expenditures to budgeted revenues and expenditures with explanations for variances that are plus or minus 10% and exceed \$50,000.
- (v) A route performance report, which reports and ranks each route which is located in the County for the Funding Partner, monthly based on the following:
 - (A) Subsidy per Passenger Trip

- (B) Passengers per trip
- (C) Passengers per Revenue Hour
- (D) Passengers per Revenue Mile
- (E) Percent farebox return (i.e., percent of Operating Expenses recovered through farebox).

(vi) Current and contemporaneous versions of the LYNX regional model, which is the model used by LYNX to apportion total Operating Expenses, less adjustments, to the Funding Partners based on Fixed-Route Service hours, ADA client trips, and flex-service hours in their service area.

- (A) A comparison of scheduled versus actual Revenue Miles.
- (B) A comparison of scheduled versus actual Revenue Hours.
- (C) A schedule of unanticipated extraordinary expenses for the prior quarter.
- (D) A list of changes to authorized staffing.
- (E) A schedule of total training and travel expenditures for each LYNX board member and employee for the immediately preceding quarter. This schedule should specify the training event name, attendee name(s), date(s) of travel and/or training, event location, and total expenses of each trip.

(vii) Funding Model Information. Attached hereto as **Exhibit “C”** is a schedule listing:

- (A) All of LYNX’s Funding Partners;
- (B) The amount of funding required of each Funding Partner by the Funding Model for the Current Fiscal Year ; and
- (C) The amount each Funding Partner actually budgeted for the Current Fiscal Year to contribute for the services contemplated in the LYNX Funding Model.
- (D) LYNX shall provide quarterly updates to **Exhibit “C”** by listing the amount each funding partner has paid to LYNX to date.

(viii) The amount of fund balance allocated to reserves.

(ix) Any other information the Funding Partner reasonably requests.

(c) **Additional Reporting.** On an annual basis, within thirty (30) days of receipt, LYNX shall provide the Funding Partner 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.

5. **Independent Contractor.** LYNX expressly acknowledges that it is acting as an independent contractor, and nothing in this Agreement is intended or shall be construed to establish an agency, partnership or joint venture relationship between the parties, their employees, agents, subcontractors, or assigns, during or after performance of this Agreement. Each party hereto agrees that it shall be solely responsible for the wrongful acts of its employees, contractors and agents. Nothing contained herein shall constitute a waiver of sovereign immunity or the provisions of Section 768.28, Florida Statutes. The foregoing shall not constitute an agreement by either party to assume any liability for the acts, omissions and/or negligence of the other party.

6. **Amendments.** This Agreement may be amended only through a written document approved by both the Funding Partner's Board of Commissioners and the LYNX Governing Board, and executed by all parties hereto.

7. **Termination of Agreement.**

(a) **For Cause.** If LYNX or the Funding Partner (the "**Breaching Party**") fails to fulfill any material covenant, term or condition of this Agreement, the other party (the "**Non-Breaching Party**") shall give the Breaching Party written notice of such failure or violation. If such failure or violation is not cured within thirty (30) days from the date on which the Breaching Party receives such notice, the Non-Breaching Party may terminate this Agreement, which shall be effective upon thirty (30) days following the Breaching Party's receipt of a written notice from the Non-Breaching Party to that effect or such later date as specified in the notice. In the event the Funding Partner is the Breaching Party, the Funding Partner will nonetheless continue to pay to LYNX for any fixed route service furnished by LYNX up to the actual date that LYNX terminates said fixed route service, taking into account the policies and procedures to be followed by LYNX to terminate bus service generally (but not to exceed one hundred twenty (120) days).

(b) **For Convenience.** Either LYNX or the Funding Partner may terminate this Agreement at any time upon giving notice to that effect. Such termination shall be effective upon one hundred twenty (120) days receipt of written notice of termination from the party desiring to terminate this Agreement or such later date as specified in the notice.

The provisions of this paragraph 7 are further subject to the provisions of paragraph 3(c) above as to the rights of the parties to terminate this Agreement after the end of any fiscal year as provided in said Paragraph 3(c).

8. **Audit.** The Funding Partner (or its lawfully designated designee), shall have the right to audit LYNX's books and records on an annual basis to determine compliance with the terms, conditions and obligations imposed by this Agreement. The Funding Partner shall have full access to all records, documents and information, whether on paper or electronic or other media as is necessary or convenient to perform the audit.

9. **Public Records Act.** In accordance with Chapter 119 of the Florida Statutes (Public Records Law), any “public record” created or received by the Funding Partner, including reports, specifications, drawings, maps, and tables, must be made available to the public for inspection, and upon request and payment, copying, unless such public record falls within an exception or exemption to the Public Records Act and each page is clearly and conspicuously marked as such.

10. **Record Keeping Procedure.** LYNX shall keep and maintain accurate records of all services rendered in the performance of this Agreement and shall keep such records open to inspection by the Funding Partner at reasonable hours during the entire term of this Agreement, plus three (3) years after expiration or termination of this Agreement. If any litigation, claim or audit is commenced prior to the expiration of the three (3) year period and extends beyond such period, the records shall be maintained until all litigation, including appeals, claims or audits have been concluded or resolved. Any person authorized by the Funding Partner shall have access to and the right to examine any of the records.

11. **Compliance with FTA/FDOT Requirements.** The provisions of this Agreement, and the Public Transportation to be provided by LYNX hereunder, is subject at all times to the applicable statutes and rules and regulations of all applicable governmental authorities, including those of the FTA and FDOT. In the event any such statutes or rules or regulations would require a substantial and material change to this Agreement, then the parties will immediately meet to review and make acceptable adjustments to this Contract so as to comply with such statutes and rules and regulations.

12. **Litigation and Venue.** In the event any party deems it necessary to take legal action to enforce any provision of this Agreement, the venue shall be in the Circuit Court of the Ninth Judicial Circuit, in Orange County, Florida or the United States District Court for the Middle District of Florida, Orlando Division.

13. **Remedies.** No remedy herein conferred upon any part is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any rights, power, or remedy hereunder shall preclude any other or further exercise thereof.

14. **Severability.** In the event that any section, paragraph, sentence, clause or provision hereof be held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Agreement which remaining portions shall remain in full force and effect.

15. **Waiver.** Performance of this Agreement by any party, after notice of default of any of the terms, covenants or conditions, shall not be deemed a waiver of any right to terminate this Agreement for any subsequent default, and no waiver of such default shall be construed or act as a waiver of any subsequent default.

16. **Governing Law.** This Agreement shall be governed by and construed in accordance with the law of the State of Florida. 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.

17. **Construction.** Captions and section headings in this Agreement are for convenience and reference only, and shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

18. **Notices.** All notices, consents, approvals, waivers, and deletions which any party shall be required or shall desire to make or give under and in accordance with this Agreement shall be in writing and must be sent by certified United States mail with return receipt required, or by personal delivery with receipt required to the following addresses:

As to Funding Partner: Lake County
 P.O. Box 7800
 Tavares, Florida 32778
 Attn: David C. Heath, County Manager

With copy to: Lake County
 P.O. Box 7800
 Tavares, Florida 32778
 Attn: Sandy Minkoff, County Attorney

With copy to: Lake County Community Services
 P.O. Box 7800
 Tavares, Florida 32778
 Attn: Director of Community Services

With copy to: Lake County Community Services
 P.O. Box 7800
 Tavares, Florida 32778
 Attn: Public Transportation Manager

With copy to: Lake County Community Services
 P.O. Box 7800
 Tavares, Florida 32778
 Attn: Financial Analyst

As to LYNX: Central Florida Regional Transportation Authority
 455 North Garland Avenue
 Orlando, Florida 32801-1518
 Attn: John M. Lewis, Jr., Chief Executive Officer

With copy to: Central Florida Regional Transportation Authority
 455 North Garland Avenue
 Orlando, Florida 32801-1518
 Attn: Blanche W. Sherman, Director of Finance

With a copy to: Akerman LLP
420 South Orange Avenue, Suite 1200
Orlando, Florida 32801
Attn: Patrick T. Christiansen, Esq.

19. **Binding Agreement.** This Agreement is binding upon the parties and shall inure to their successors or assigns.

20. **Effective Date.** The effective date of this Agreement shall be the date of its execution by the last party to execute this Agreement. Unless terminated earlier in accordance with Paragraph 7 of this Agreement, this Agreement will terminate on September 30, 2016, except for the provisions of this Agreement which by their terms survive the termination of this Agreement.

21. **Negotiations.** 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, all parties drafted this Agreement jointly, 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.

22. **No Third-Party Beneficiaries.** This Agreement does not create, and shall not be construed as creating, any rights enforceable by any person or entity other than the parties in this Agreement.

23. **Entirety of the Agreement.** This Agreement constitutes the entire Agreement between the parties with respect to the specific matters contained herein and shall supersede all previous discussions, understandings, and agreements.

24. **Addendum.** There is attached hereto a certain Addendum consisting of one (1) page. To the extent there is a conflict between the terms of this Agreement and the terms of the Addendum, the terms of the Addendum will govern.

IN WITNESS WHEREOF, the Funding Partner and LYNX have duly and lawfully approved this Agreement and have authorized its execution and delivery by their respective officers, who have set their hands and their respective seals affixed below, all as of the date first written hereinabove.

[Signatures appear on following page]

SIGNATURE PAGE FOR FUNDING PARTNER

FUNDING PARTNER:

LAKE COUNTY, FLORIDA

By: _____
David C. Heath, County Manager

Date: _____

Approved as to form and legality:

By: _____
Sanford A. Minkoff
County Attorney

SIGNATURE PAGE FOR LYNX

**CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY**

This Agreement is approved as to form for
reliance only by LYNX and for no other
person and for no other purpose.

By: _____

Susan Black
Interim Chief Executive Officer

Date: _____

AKERMAN LLP,
Counsel for LYNX

By: _____

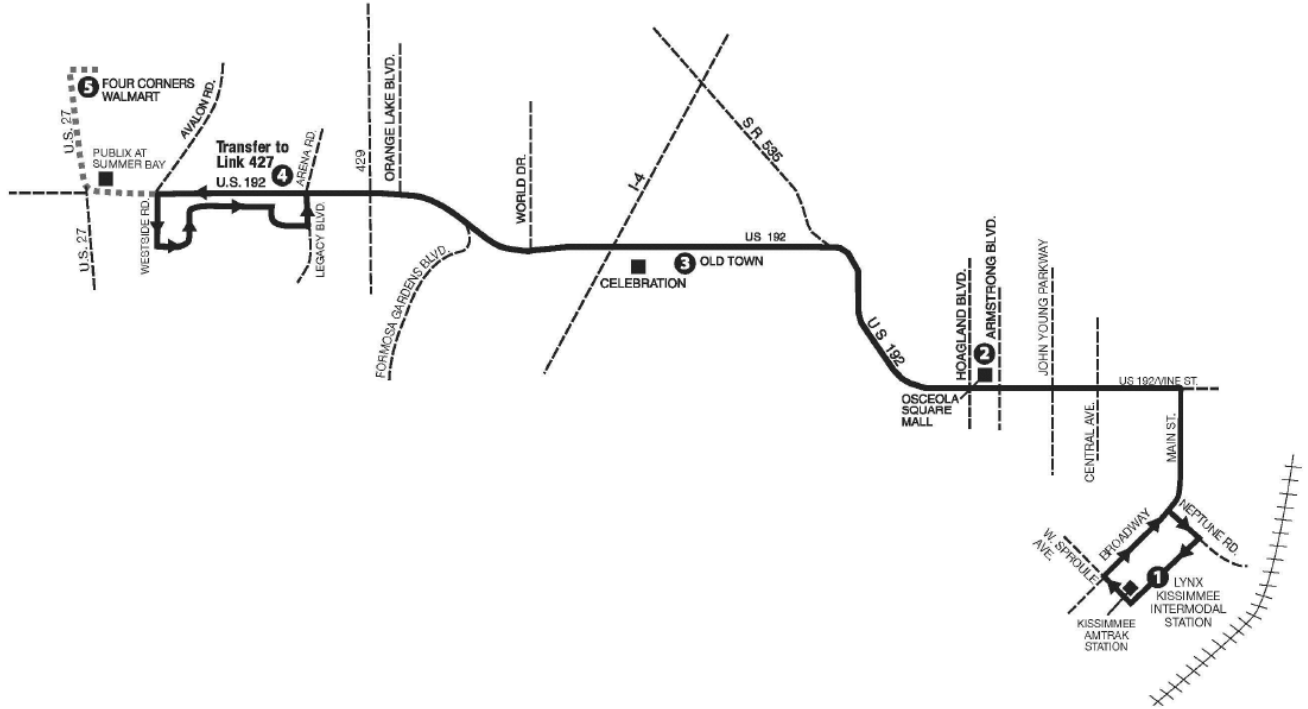
Patrick T. Christiansen, Esq.

Exhibit "A"

DESCRIPTION OF SERVICE AREA

Link 55 w. US 192/Four Corners

Serving: LYNX Kissimmee Intermodal Station, Osceola Square Mall, US192 & Old Town, Legacy Blvd., and Four Corners Wal-Mart



Note: Link 55 will not stop on US 192 between Legacy Blvd. and US 27. This area is served by Polk Transit route 427.

Exhibit "B"

DESCRIPTION OF APPROPRIATED AMOUNT

October 2015 - September 2016 \$259,990

FY2016 Billing Schedule:	
October 2015	\$ 21,666
November 2015	\$ 21,666
December 2015	\$ 21,666
January 2016	\$ 21,666
February 2016	\$ 21,666
March 2016	\$ 21,666
April 2016	\$ 21,666
May 2016	\$ 21,666
June 2016	\$ 21,666
July 2016	\$ 21,666
August 2016	\$ 21,666
September 2016	\$ 21,664
Total Annual Funding Request from County	\$259,990

ADDENDUM TO AGREEMENT

25. The Funding Partner agrees to appropriate two hundred fifty-nine thousand nine hundred ninety dollars and zero cents (\$259,990) to LYNX for fiscal year 2015-2016 for the provision of public transportation services within Lake County in accordance with this Agreement and to be allocated as follows:

(a) The base operating expenditures funding of \$259,990 shall be for fixed route bus service, Access LYNX, and other agreed upon services, including, but not limited to:

- (i) Fixed Route Service;
- (ii) Demand Response Service (NeighborLink); and
- (iii) Paratransit Service (Access LYNX).

Exhibit "C"

SCHEDULE LISTING OF LYNX FUNDING PARTNERS

LYNX FY2016 Local Funding Amounts			
	FY2016 Funding Model Amount	Prepays/ Service Changes	FY2016 Funding Agreement
Operating Funding			
Orange County	\$ 39,701,511	\$ -	\$ 39,701,511
Osceola County	6,393,683	(163,920)	6,229,763
Seminole County	6,175,067	-	6,175,067
City of Orlando	4,046,660	(42,205)	4,004,455
City of Orlando - LYMMO	2,305,411	-	2,305,411
Subtotal	\$ 58,622,332	\$ (206,125)	\$ 58,416,207
Altamonte Springs	\$ 120,900	\$ -	\$ 120,900
Sanford	93,000	-	93,000
Lake County	259,990	-	259,990
Subtotal	\$ 473,890	\$ -	\$ 473,890
Subtotal Operating Funding	\$ 59,096,222	\$ (206,125)	\$ 58,890,097
Capital Contributions			
Orange County	\$ 1,701,304	\$ -	\$ 1,701,304
Osceola County	203,270	-	203,270
Seminole County	214,016	-	214,016
Subtotal	\$ 2,118,590	\$ -	\$ 2,118,590
Total Local Funds	\$ 61,214,812	\$ (206,125)	\$ 61,008,687

SERVICE FUNDING AGREEMENT
by and between
CITY OF ORLANDO, FLORIDA
and
LYNX

THIS SERVICE FUNDING AGREEMENT (“Agreement”) is made and entered into by and between **CITY OF ORLANDO, FLORIDA**, a charter city and political subdivision of the State of Florida, whose principal address is 400 South Orange Avenue, Orlando, Florida 32802 (hereinafter the “**Funding Partner**”), and the **CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY**, a body politic and corporate created pursuant to Part II, Chapter 343, Florida Statutes, whose principal address is 455 North Garland Avenue, Orlando, Florida 32801 (hereinafter “**LYNX**”).

WITNESSETH

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, the Funding Partner recognizes the need to provide Public Transportation (as hereinafter defined) in an efficient manner and acknowledges the benefits of increased ridership on the regional transportation system; and

WHEREAS, increasing traffic congestion and continued population growth require mass transit service improvements; and

WHEREAS, reliable and convenient mass transit service offers a viable alternative to private automobile travel; and

WHEREAS, the Funding Partner recognizes the need to maintain and improve transit services; and

WHEREAS, pursuant to Section 343.64, Florida Statutes, LYNX has the authority to own, operate, maintain, and manage a Public Transportation system in the area of Orange, Seminole and Osceola Counties; and

WHEREAS, LYNX currently provides mass transit services within the geographical limits of the Funding Partner; and

WHEREAS, pursuant to Section 343.64, Florida Statutes, LYNX has the right to contract with other governmental entities, including the Funding Partner, and has the right to accept funds from such other governmental entities; and

WHEREAS, the Funding Partner and LYNX entered into an Interlocal Agreement for Public Transit Services dated as of September 30, 2014 (the “**Prior Fiscal Year Funding**”)

Agreement”) pursuant to which the Funding Partner agreed to appropriate funds to LYNX for fiscal year from October 1, 2014 to September 30, 2015 to support LYNX Public Transportation services within the Service Area (as hereinafter defined); and

WHEREAS, the term of the Prior Fiscal Year Funding Agreement ended on September 30, 2015; and

WHEREAS, the Funding Partner has budgeted funds for the fiscal year beginning on October 1, 2015 and ending on September 30, 2016 (“**Fiscal Year**”) to support LYNX’s Public Transportation services for such fiscal year; and

WHEREAS, LYNX and the Funding Partner wish to acknowledge that appropriate methodology has been used to determine the recommended level of funding by each Funding Partner; and

WHEREAS, at present, LYNX and the Funding Partner acknowledge that the funds provided by the Funding Partner to LYNX are used as the Funding Partner’s support of the regional Public Transportation System only within the Service Area (as hereinafter defined).

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

1. **Recitals**. The Funding Partner 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.

2. **Definitions**. The following capitalized terms shall have the following meanings:

“**Access LYNX**” means LYNX’s van transit service for medically-qualified, physically challenged transit customers.

“**ADA**” means the Americans with Disabilities Act of 1990.

“**Agreement**” means this Service Funding Agreement and its Exhibits.

“**Appropriated Amount**” means the amount to be paid to LYNX by the Funding Partner for the Current Fiscal Year in consideration of the Public Transportation to be provided by LYNX hereunder, as set forth in paragraph 3 hereof.

“**Current Fiscal Year**” shall mean the fiscal year beginning on October 1, 2015 and ending on September 30, 2016.

“**Deadhead Hours**” means the vehicle hours of operation incurred in non-Revenue Service in support of Revenue Service (i.e., hours from the garage to the beginning of a route).

“**Deadhead Miles**” means the vehicle miles incurred in non-Revenue Service in support of Revenue Service (i.e., miles from the garage to the beginning of a route).

“Demand Response Service” or **“NeighborLink”** means service provided in response to passenger requests made in advance to LYNX, which then dispatches a vehicle to pick up the passengers and transport them to their destinations or to a fixed-route transfer point within a designated demand response service area.

“Fiscal Year” or **“Current Fiscal Year”** means the twelve (12) month period commencing October 1, 2015 and ending the following September 30, 2016.

“Fixed-Route Service” means service provided on a repetitive, fixed-schedule basis along a specific route with vehicles stopping to pick up and deliver passengers to specific locations. Unlike demand response service, Fixed-Route Service services the same origins and destinations. Fixed-Route Service includes route deviation service, where revenue vehicles deviate from fixed-routes on a discretionary basis.

“FDOT” means the Florida Department of Transportation.

“FTA” means the Federal Transit Association.

“New Appropriated Amount” means the amount that is approved or appropriated by the Funding Partner for the Next Fiscal Year in consideration of the Public Transportation to be provided by LYNX hereunder for the Next Fiscal Year, as set forth in paragraph 3 below.

“Next Fiscal Year” means the twelve (12) month period immediately following the Current Fiscal Year, and is the period commencing October 1, 2016 and ending the following September 30, 2017.

“Operating Expenses” mean the expenses associated with the operations of LYNX, and which are classified by function or activity.

“Passenger Fares” means the revenue earned from carrying passengers in regularly scheduled service. Passenger Fares include the base fare, distance premiums, express service premiums, transfers and quantity purchased discount fares (i.e., daily, seven-day, thirty-day, student, senior, etc. tickets and passes).

“Passenger Trips” means the number of fare-paying individuals who ride LYNX’s buses in any given period with each individual being counted once per boarding.

“Public Transportation” means transportation by a conveyance (e.g., by bus or van) that provides regular and continuing general or special transportation to the public, but does not include light rail. “Special transportation” includes transportation services being provided to the public pursuant to the ADA.

“Revenue Hours” means the hours a vehicle travels while in Revenue Service, which excludes Deadhead Hours.

“Revenue Miles” means the miles a vehicle travels while in Revenue Service, which excludes Deadhead Miles.

“**Revenue Service**” means the portion of the trip and/or period of time when a vehicle is available to board and alight fare-paying transit passengers.

“**Service Area**” means generally the geographic area or the Fixed-Route Service, as the case may be, described and set forth in **Exhibit "A"** attached hereto.

3. **Funding Partner Obligations.**

(a) **Current Fiscal Year.**

(i) The Funding Partner agrees to appropriate the amount specified on **Exhibit “B”** attached hereto (the “**Appropriated Amount**”) to LYNX for the Fiscal Year for the provision of Public Transportation within the Service Area.

(ii) The Appropriated Amount shall be paid by the Funding Partner to LYNX in four (4) equal quarterly installments, with each installment being due on the first day of each quarter. The first installment payment shall be due upon the later of (x) October 1, 2015 or (y) thirty (30) days after the execution date of this Agreement; and any other installment payments which would be due prior to the execution date of this Agreement shall also be paid within thirty (30) days after the execution date of this Agreement.

(iii) In the event that the Appropriated Amount is less than the amount suggested by the Funding Model to fully fund the agreed upon service level in the Funding Partner’s Service Area, or in the event that the Appropriated Amount is less than the actual cost to fully fund the agreed upon service level in the Funding Partner’s Service Area, LYNX may, at its discretion, (x) utilize reserves to fund the difference and continue to provide the requested service level, or (y) reduce the service level in the Funding Partner’s Service Area to a level equivalent to the Appropriated Amount. However, in the event clause (x) is applicable, then the Funding Partner will promptly pay said difference to LYNX within thirty (30) days after the execution date of this Agreement.

(iv) In regard to Paragraph 3(a)(ii), above, for each quarterly installment, LYNX will invoice the Funding Partner on a quarterly basis and said amount shall be paid within thirty (30) days after the receipt by the Funding Partner of said invoice. However, in regard to any quarterly installments that remain unpaid prior to the execution of this Agreement, those unpaid quarterly installments (for which LYNX will furnish the Funding Partner invoices) will be paid within thirty (30) days after the execution date of the Agreement.

(b) **Next Fiscal Year.** If, prior to the termination date of this Agreement (as set forth in Paragraph 20 below), the Funding Partner and LYNX have not reached a written agreement setting forth an appropriation to LYNX for the Next Fiscal Year, then, notwithstanding the expiration of this Agreement at the end of the Current Fiscal Year and in

order to continue the Public Transportation after said expiration, the Funding Partner shall continue to pay LYNX for the Next Fiscal Year the amount set forth below:

(i) The amount to be paid shall be the Appropriated Amount for the Current Fiscal Year. This Appropriated Amount for the Current Fiscal Year (the “**Post-Termination Payment**”) shall be paid as provided herein.

(ii) LYNX will prepare and submit invoices for the Post Termination Payments and the Funding Partner will make such Post-Termination Payments within thirty (30) days after its receipt of such invoices from LYNX.

(iii) The Post Termination Payment shall be paid in equal quarterly installments due on the first day of each quarter commencing October 1, 2016 until the earliest to occur of the following: (x) LYNX and the Funding Partner reach a written agreement setting forth a different appropriation for the Next Fiscal Year; (y) one hundred twenty (120) days following the date that the Funding Partner, through action taken by its governing board, notifies LYNX in writing that it wishes to terminate this Agreement and no longer receives from LYNX the Public Transportation services provided herein; or (z) the date that LYNX actually discontinues the Public Transportation services to the Funding Partner, at which time this Agreement and specifically the provisions of this subparagraph 3(b) will no longer be applicable. LYNX may, within its discretion, reduce, eliminate or discontinue the provision of Public Transportation services to the Funding Partner immediately upon providing the Funding Partner with written notice of same. If this subparagraph 3(b) is applicable, the parties will reconcile the difference between the amount that was paid by the Funding Partner and the amount that has been agreed upon for the Next Fiscal Year in the first month following the earliest of the occurrences set forth above.

(iv) If a written agreement for the Next Fiscal Year is not entered into between LYNX and the Funding Partner by November 30 of the Next Fiscal Year, then, in that event, LYNX will undertake the necessary procedure for the discontinuation of the service which process takes approximately one hundred and twenty (120) days. If a new Funding Agreement for the Next Fiscal Year is not entered into by January 31 of the Next Fiscal Year, then LYNX may discontinue the service in accordance with its policies and the Funding Partner will in any event pay for any service provided for the Next Fiscal Year, including any service that may be provided of necessity by LYNX after January 31 in accordance with its procedures.

(c) Notwithstanding anything to the contrary set forth herein, the payment of all amounts due to LYNX hereunder shall be made in compliance with the Florida Prompt Payment Act, codified at Sections 218.70 to 218.80, Florida Statutes.

4. **LYNX Obligations.**

(a) **Service.** LYNX agrees to provide Public Transportation within the Service Area during the Fiscal Year. LYNX shall request written approval from the Funding Partner prior to implementing any of the following changes which may result in a greater than

two percent (2%) increase or decrease of Fixed-Route Service hours within the Service Area (as computed on an annual basis), which written approval shall not be unreasonably withheld or delayed:

- (i) Addition of route(s)
- (ii) Elimination of route(s)
- (iii) Combination of routes
- (iv) Changes to service span
- (v) Change to service frequency
- (vi) Changes in days of operation

To the extent that there is any increase or decrease of Fixed-Route Service hours greater than two percent (2%) (which would require approval of the Funding Partner), then, in that case, there will be a corresponding increase or decrease in the Appropriated Amount to be paid to LYNX by the Funding Partner from and after said increase or decrease is put into effect.

(b) **Quarterly Reporting.** For the purposes of operations and management analysis, LYNX agrees to provide the Funding Partner quarterly written performance reports reflecting the LYNX operations of the prior quarter. The quarterly reporting periods shall end on December 31, March 31, June 30 and September 30 and said reports shall be submitted to the Funding Partner's Office of Management and Budget and Office of Regional Mobility within forty-five (45) days after the end of each quarter. Each quarterly report will include the following items:

- (i) Maps and schedules for each route operating in the Service Area.
- (ii) Official LYNX monthly ridership reports showing a breakdown of actual aggregate ridership by mode (i.e., Fixed-Route Service, Demand Response Service, LYMMO, Access LYNX, Van Plan and special shuttles).
- (iii) An operational service characteristics report for current services provided, which would include (1) revenue hours, (2) revenue miles, and (3) unlinked passenger trips.
- (iv) A comparison of actual revenue and expenditures to budgeted revenues and expenditures with explanations for variances that are plus or minus 10% and exceed \$50,000.
- (v) A route performance report, which reports and ranks each route which is located in the County for the Funding Partner, monthly based on the following:
 - (A) Subsidy per Passenger Trip

- (B) Passengers per trip
- (C) Passengers per Revenue Hour
- (D) Passengers per Revenue Mile
- (E) Percent farebox return (i.e., percent of Operating Expenses recovered through farebox).

(vi) Current and contemporaneous versions of the LYNX regional model, which is the model used by LYNX to apportion total Operating Expenses, less adjustments, to the Funding Partners based on Fixed-Route Service hours, ADA client trips, and flex-service hours in their service area.

- (A) A comparison of scheduled versus actual Revenue Miles.
- (B) A comparison of scheduled versus actual Revenue Hours.
- (C) A schedule of unanticipated extraordinary expenses for the prior quarter.
- (D) A list of changes to authorized staffing.
- (E) A schedule of total training and travel expenditures for each LYNX board member and employee for the immediately preceding quarter. This schedule should specify the training event name, attendee name(s), date(s) of travel and/or training, event location, and total expenses of each trip.

(vii) Funding Model Information. Attached hereto as **Exhibit “C”** is a schedule listing:

- (A) All of LYNX’s Funding Partners;
- (B) The amount of funding required of each Funding Partner by the Funding Model for the Current Fiscal Year ; and
- (C) The amount each Funding Partner actually budgeted for the Current Fiscal Year to contribute for the services contemplated in the LYNX Funding Model.
- (D) LYNX shall provide quarterly updates to **Exhibit “C”** by listing the amount each funding partner has paid to LYNX to date.

(viii) The amount of fund balance allocated to reserves.

(ix) Any other information the Funding Partner reasonably requests.

(c) **Additional Reporting.** On an annual basis, within thirty (30) days of receipt, LYNX shall provide the Funding Partner 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.

5. **Independent Contractor.** LYNX expressly acknowledges that it is acting as an independent contractor, and nothing in this Agreement is intended or shall be construed to establish an agency, partnership or joint venture relationship between the parties, their employees, agents, subcontractors, or assigns, during or after performance of this Agreement. Each party hereto agrees that it shall be solely responsible for the wrongful acts of its employees, contractors and agents. Nothing contained herein shall constitute a waiver of sovereign immunity or the provisions of Section 768.28, Florida Statutes. The foregoing shall not constitute an agreement by either party to assume any liability for the acts, omissions and/or negligence of the other party.

6. **Amendments.** This Agreement may be amended only through a written document approved by both the Funding Partner's Board of Commissioners and the LYNX Governing Board, and executed by all parties hereto.

7. **Termination of Agreement.**

(a) **For Cause.** If LYNX or the Funding Partner (the "**Breaching Party**") fails to fulfill any material covenant, term or condition of this Agreement, the other party (the "**Non-Breaching Party**") shall give the Breaching Party written notice of such failure or violation. If such failure or violation is not cured within thirty (30) days from the date on which the Breaching Party receives such notice, the Non-Breaching Party may terminate this Agreement, which shall be effective upon thirty (30) days following the Breaching Party's receipt of a written notice from the Non-Breaching Party to that effect or such later date as specified in the notice. In the event the Funding Partner is the Breaching Party, the Funding Partner will nonetheless continue to pay to LYNX for any fixed route service furnished by LYNX up to the actual date that LYNX terminates said fixed route service, taking into account the policies and procedures to be followed by LYNX to terminate bus service generally (but not to exceed one hundred twenty (120) days).

(b) **For Convenience.** Either LYNX or the Funding Partner may terminate this Agreement at any time upon giving notice to that effect. Such termination shall be effective upon one hundred twenty (120) days receipt of written notice of termination from the party desiring to terminate this Agreement or such later date as specified in the notice.

The provisions of this paragraph 7 are further subject to the provisions of paragraph 3(c) above as to the rights of the parties to terminate this Agreement after the end of any fiscal year as provided in said Paragraph 3(c).

8. **Audit.** The Funding Partner (or its lawfully designated designee), shall have the right to audit LYNX's books and records on an annual basis to determine compliance with the terms, conditions and obligations imposed by this Agreement. The Funding Partner shall have full access to all records, documents and information, whether on paper or electronic or other media as is necessary or convenient to perform the audit.

9. **Public Records Act.** In accordance with Chapter 119 of the Florida Statutes (Public Records Law), any “public record” created or received by the Funding Partner, including reports, specifications, drawings, maps, and tables, must be made available to the public for inspection, and upon request and payment, copying, unless such public record falls within an exception or exemption to the Public Records Act and each page is clearly and conspicuously marked as such.

10. **Record Keeping Procedure.** LYNX shall keep and maintain accurate records of all services rendered in the performance of this Agreement and shall keep such records open to inspection by the Funding Partner at reasonable hours during the entire term of this Agreement, plus three (3) years after expiration or termination of this Agreement. If any litigation, claim or audit is commenced prior to the expiration of the three (3) year period and extends beyond such period, the records shall be maintained until all litigation, including appeals, claims or audits have been concluded or resolved. Any person authorized by the Funding Partner shall have access to and the right to examine any of the records.

11. **Compliance with FTA/FDOT Requirements.** The provisions of this Agreement, and the Public Transportation to be provided by LYNX hereunder, is subject at all times to the applicable statutes and rules and regulations of all applicable governmental authorities, including those of the FTA and FDOT. In the event any such statutes or rules or regulations would require a substantial and material change to this Agreement, then the parties will immediately meet to review and make acceptable adjustments to this Contract so as to comply with such statutes and rules and regulations.

12. **Litigation and Venue.** In the event any party deems it necessary to take legal action to enforce any provision of this Agreement, the venue shall be in the Circuit Court of the Ninth Judicial Circuit, in Orange County, Florida or the United States District Court for the Middle District of Florida, Orlando Division.

13. **Remedies.** No remedy herein conferred upon any part is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any rights, power, or remedy hereunder shall preclude any other or further exercise thereof.

14. **Severability.** In the event that any section, paragraph, sentence, clause or provision hereof be held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Agreement which remaining portions shall remain in full force and effect.

15. **Waiver.** Performance of this Agreement by any party, after notice of default of any of the terms, covenants or conditions, shall not be deemed a waiver of any right to terminate this Agreement for any subsequent default, and no waiver of such default shall be construed or act as a waiver of any subsequent default.

16. **Governing Law.** This Agreement shall be governed by and construed in accordance with the law of the State of Florida. 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.

17. **Construction.** Captions and section headings in this Agreement are for convenience and reference only, and shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

18. **Notices.** All notices, consents, approvals, waivers, and deletions which any party shall be required or shall desire to make or give under and in accordance with this Agreement shall be in writing and must be sent by certified United States mail with return receipt required, or by personal delivery with receipt required to the following addresses:

As to Funding Partner: City of Orlando
Transportation Planning Bureau
400 South Orange Avenue, P.O. Box 44990
Orlando, Florida 32802-4990
Attn: Director of Transportation

With copy to: City of Orlando
400 South Orange Avenue, P.O. Box 44990
Orlando, Florida 32802-4990
Attn: City Attorney's Office

As to LYNX: Central Florida Regional Transportation Authority
455 North Garland Avenue
Orlando, Florida 32801-1518
Attn: John M. Lewis, Jr., Chief Executive Officer

With copy to: Central Florida Regional Transportation Authority
455 North Garland Avenue
Orlando, Florida 32801-1518
Attn: Blanche W. Sherman, Director of Finance

With a copy to: Akerman LLP
420 South Orange Avenue, Suite 1200
Orlando, Florida 32801
Attn: Patrick T. Christiansen, Esq.

19. **Binding Agreement.** This Agreement is binding upon the parties and shall inure to their successors or assigns.

20. **Effective Date.** The effective date of this Agreement shall be the date of its execution by the last party to execute this Agreement. Unless terminated earlier in accordance with Paragraph 7 of this Agreement, this Agreement will terminate on September 30, 2016, except for the provisions of this Agreement which by their terms survive the termination of this Agreement.

21. **Negotiations.** 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, all parties drafted this Agreement jointly, 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.

22. **No Third-Party Beneficiaries.** This Agreement does not create, and shall not be construed as creating, any rights enforceable by any person or entity other than the parties in this Agreement.

23. **Entirety of the Agreement.** This Agreement constitutes the entire Agreement between the parties with respect to the specific matters contained herein and shall supersede all previous discussions, understandings, and agreements.

24. **Addendum.** There is attached hereto a certain Addendum consisting of one (1) page. To the extent there is a conflict between the terms of this Agreement and the terms of the Addendum, the terms of the Addendum will govern.

IN WITNESS WHEREOF, the Funding Partner and LYNX have duly and lawfully approved this Agreement and have authorized its execution and delivery by their respective officers, who have set their hands and their respective seals affixed below, all as of the date first written hereinabove.

[Signatures appear on following page]

SIGNATURE PAGE FOR FUNDING PARTNER

FUNDING PARTNER:

CITY OF ORLANDO

By: _____

Date: _____

ATTEST:

By: _____
City Clerk

SIGNATURE PAGE FOR LYNX

**CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY**

By: _____

Susan Black

Interim Chief Executive Officer

This Agreement is approved as to form for
reliance only by LYNX and for no other
person and for no other purpose.

Date: _____

AKERMAN LLP,
Counsel for LYNX

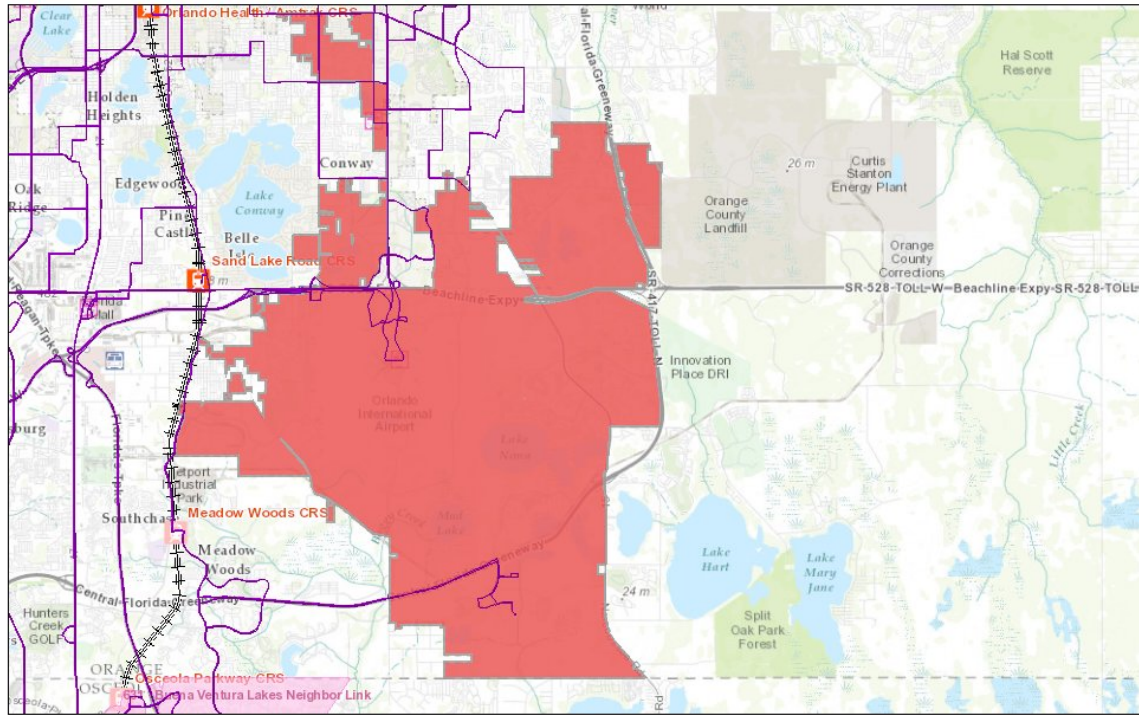
By: _____

Patrick T. Christiansen, Esq.

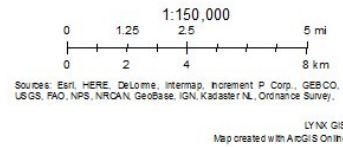
Exhibit "A"

DESCRIPTION OF SERVICE AREA

City of Orlando Commissioner District 1

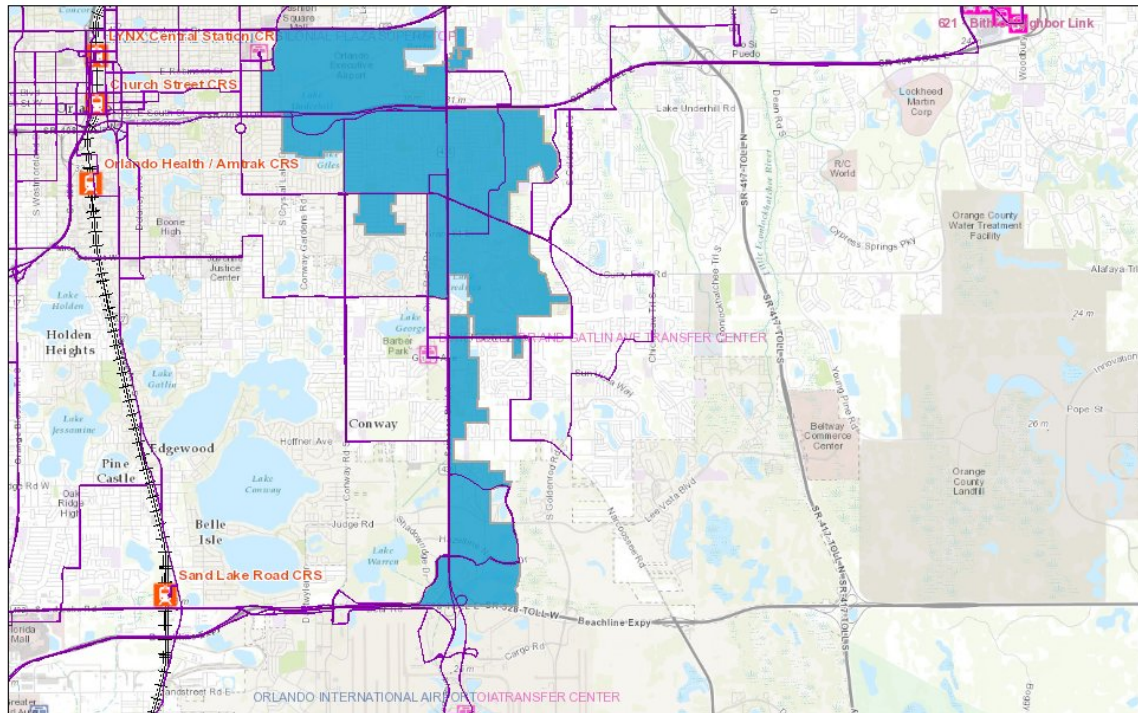


August 10, 2015

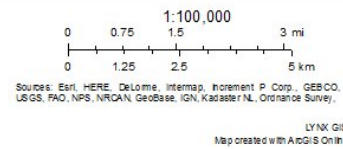


Shelter locations	38
Bus Stops	80
Total ridership FY 2014:	3,929,313 Annual Rides
On 10 LYNX Routes:	3,6,11,15,18,42,51, 111,436S

City of Orlando Commissioner District 2

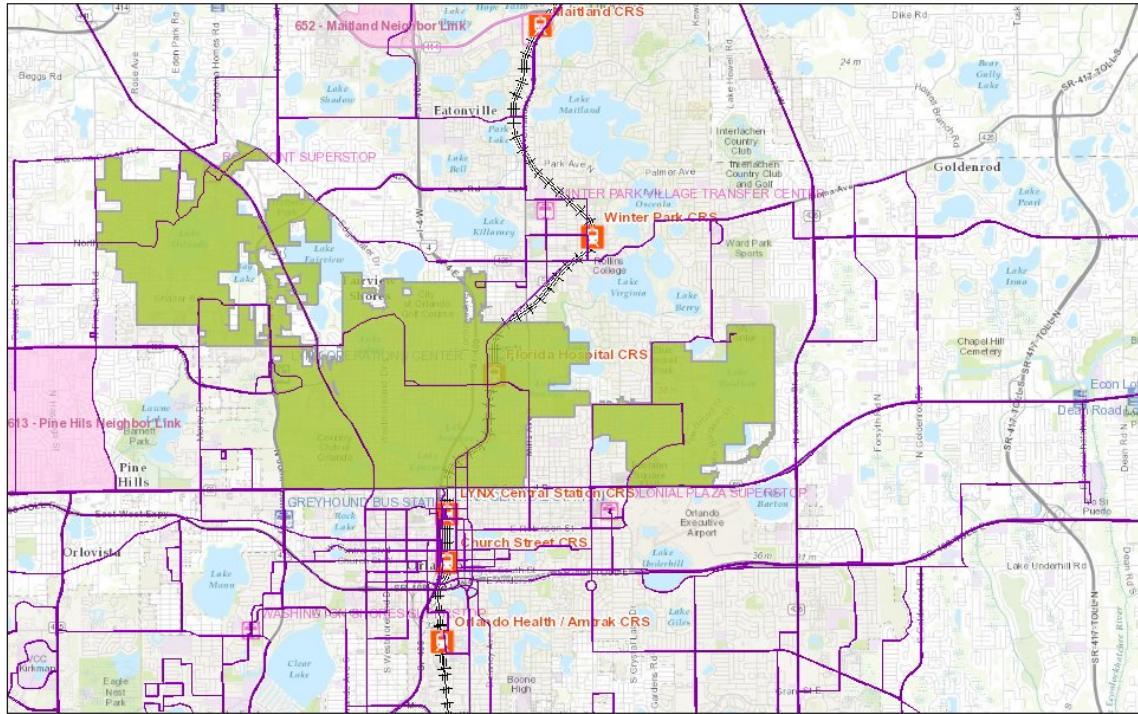


August 10, 2015

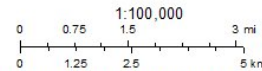


Shelter locations	70
Bus Stops	164
Total ridership FY 2014:	5,189,666 Annual Rides
On 12 LYNX Routes:	3,613,15,28,29,42,51, 104,111,436S

City of Orlando Commissioner District 3



August 10, 2015

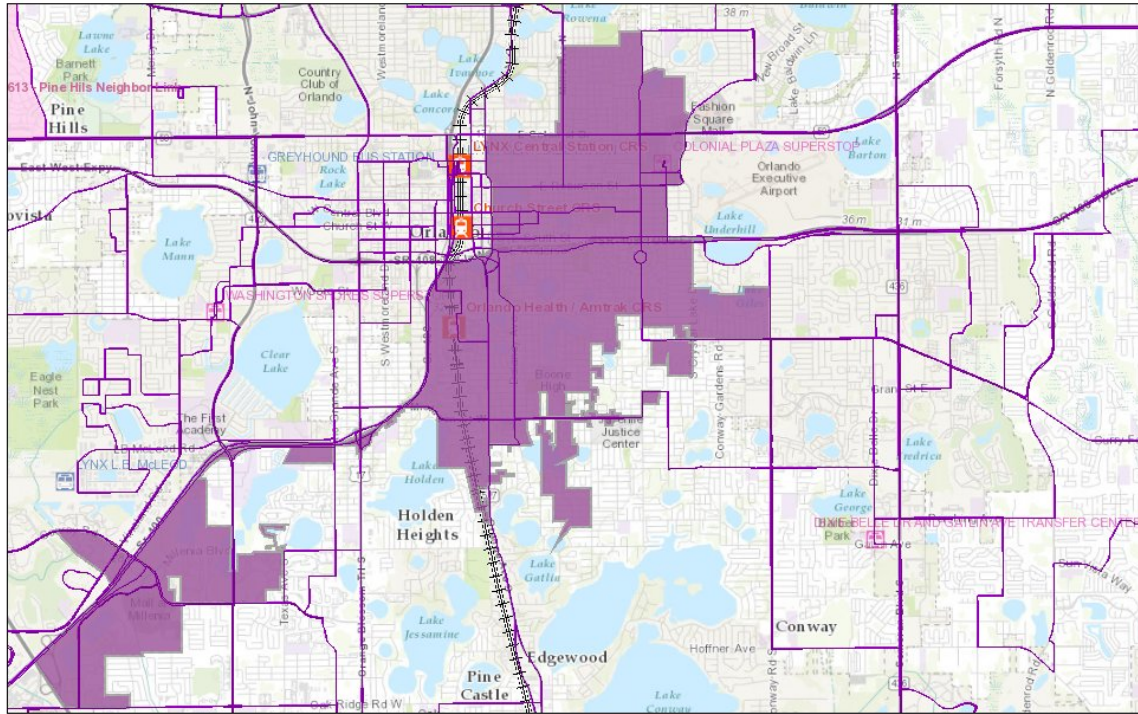


Sources: Esri, HERE, DeLorme, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, Geobase, IGN, Kasaster NL, Ordnance Survey,

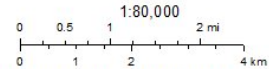
LYNX GIS
Map created with ArcGIS Online

Shelter locations	30
Bus Stops	158
Total ridership FY 2014:	8,730,825 Annual Rides
On 19 LYNX Routes:	9,13,14,23,25,28,29,31,48,49, 102,104,105,106,125,302, 313,443,17-92

City of Orlando Commissioner District 4



August 10, 2015

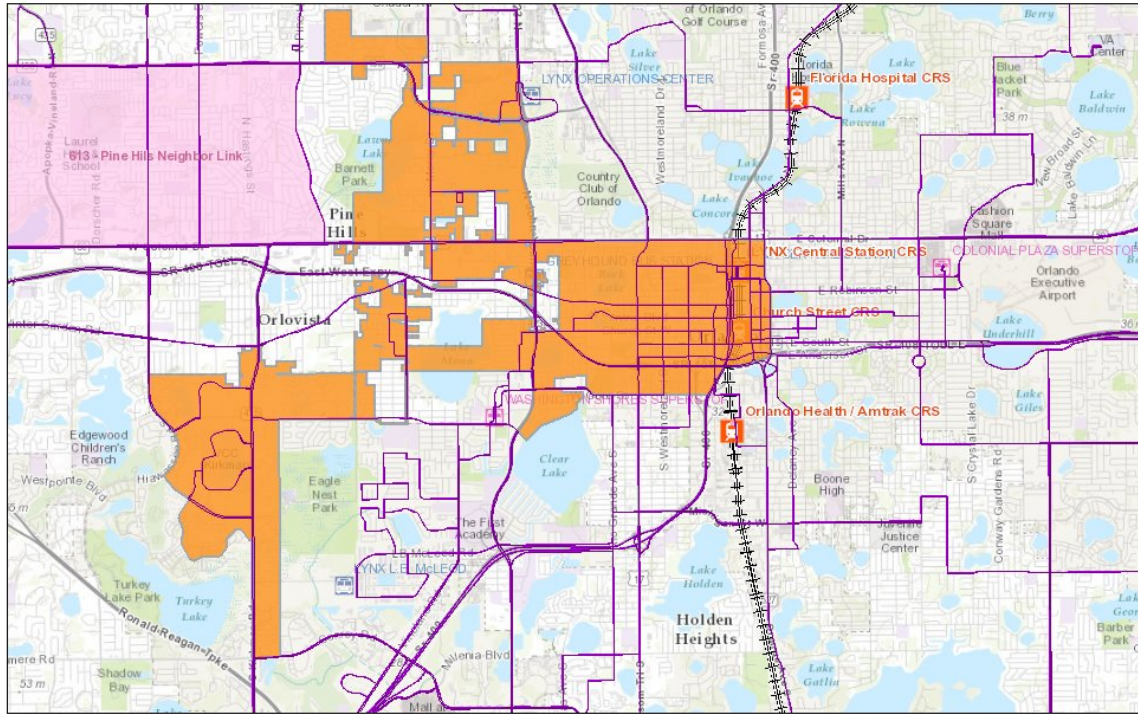


Sources: Esri, HERE, DeLorme, Intermap, increment P. Corp., GEBCO, USGS, FAO, NPS, NRCAN, Geobase, IGN, Kasaster NL, Ordnance Survey,

LYNX GIS
Map created with ArcGIS Online

Shelter locations	55
Bus Stops	288
Total ridership FY 2014:	15,173,114 Annual Rides
On 34 LYNX Routes:	3,6,7,8,11,13,15,18,24,28, 29,31,36,38,40,42,50,51, 57,62,102,104,107,125, 204, 212,300,301,303,304, 305,313,441,17-92

City of Orlando Commissioner District 5

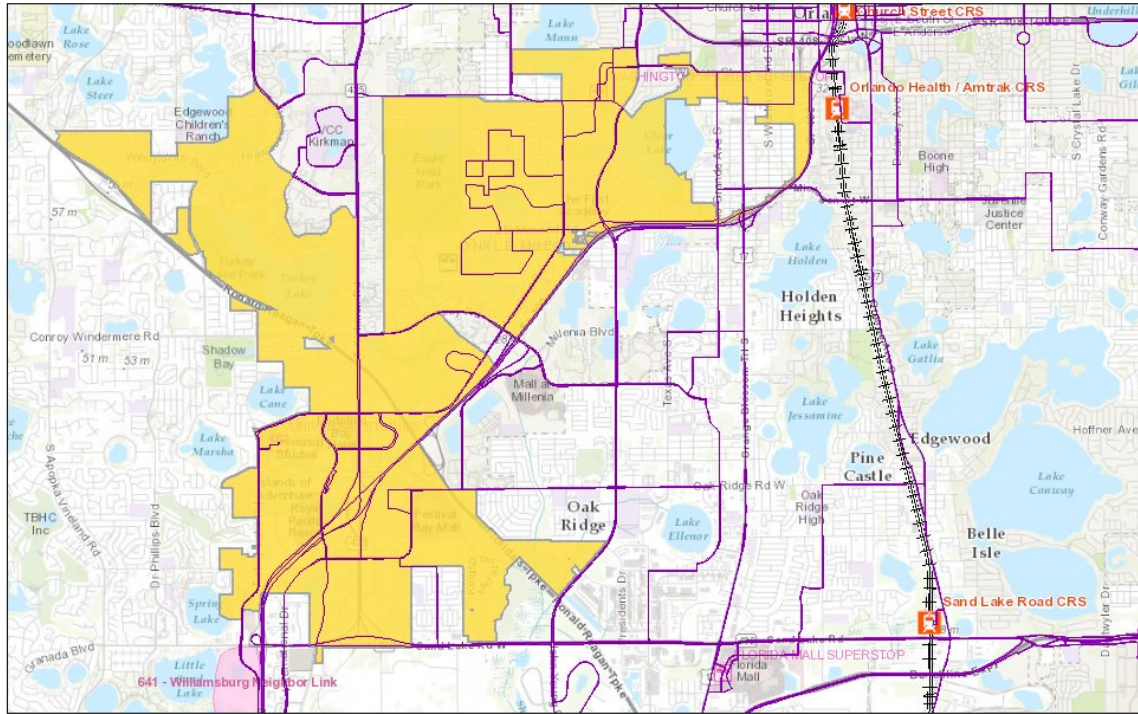


August 10, 2015

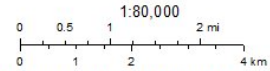
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 Sources: Esri, HERE, DeLorme, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, Geobase, IGN, Kasaster NL, Ordnance Survey, LYNX GIS
 Map created with ArcGIS Online

Shelter locations	126
Bus Stops	370
Total ridership FY 2014:	20,136,810 Annual Rides
On 42 LYNX Routes:	3,7,8,11,13,15,18,20,21,28,25,28,29,31,36,37,38,40,48,49,50,51,54,57,62,102,104,107,125,204,212,300,301,303,303,304,305,313,319,441,17-92

City of Orlando Commissioner District 6



August 10, 2015



Sources: Esri, HERE, DeLorme, Intermap, increment P. Corp., GEBCO, USGS, FAO, NPS, NRCAN, Geobase, IGN, Kasaster NL, Ordnance Survey,

LYNX GIS
Map created with ArcGIS Online

Shelter locations	77
Bus Stops	254
Total ridership FY 2014:	10,329,491 Annual Rides
On 20 LYNX Routes:	8,20,21,24,28,36,37,38,40, 42,50,57,107,300,301,302, 303,304,305,319,441

ADDENDUM TO AGREEMENT

25. The Funding Partner agrees to appropriate four million four thousand four hundred fifty-five dollars and zero cents (\$4,004,455) to LYNX for fiscal year 2015-2016 for the provision of public transportation services within the City of Orlando in accordance with this Agreement and to be allocated as follows:

(a) The base operating expenditures funding of \$4,004,455 shall be for fixed route bus service, Access LYNX, and other agreed upon services.

26. The LYMMO services will be invoiced in accordance with the terms set forth in a separate interlocal agreement between the City of Orlando and LYNX.

Exhibit "C"

SCHEDULE LISTING OF LYNX FUNDING PARTNERS

LYNX FY2016 Local Funding Amounts			
	FY2016 Funding Model Amount	Prepays/ Service Changes	FY2016 Funding Agreement
Operating Funding			
Orange County	\$ 39,701,511	\$ -	\$ 39,701,511
Osceola County	6,393,683	(163,920)	6,229,763
Seminole County	6,175,067	-	6,175,067
City of Orlando	4,046,660	(42,205)	4,004,455
City of Orlando - LYMMO	2,305,411	-	2,305,411
Subtotal	\$ 58,622,332	\$ (206,125)	\$ 58,416,207
Altamonte Springs	\$ 120,900	\$ -	\$ 120,900
Sanford	93,000	-	93,000
Lake County	259,990	-	259,990
Subtotal	\$ 473,890	\$ -	\$ 473,890
Subtotal Operating Funding	\$ 59,096,222	\$ (206,125)	\$ 58,890,097
Capital Contributions			
Orange County	\$ 1,701,304	\$ -	\$ 1,701,304
Osceola County	203,270	-	203,270
Seminole County	214,016	-	214,016
Subtotal	\$ 2,118,590	\$ -	\$ 2,118,590
Total Local Funds	\$ 61,214,812	\$ (206,125)	\$ 61,008,687

SERVICE FUNDING AGREEMENT
by and between
CITY OF ALTAMONTE SPRINGS, FLORIDA
and
LYNX

THIS SERVICE FUNDING AGREEMENT (“Agreement”) is made and entered into by and between **CITY OF ALTAMONTE SPRINGS, FLORIDA**, a charter city and political subdivision of the State of Florida, whose principal address is 225 Newburyport Avenue, Altamonte Springs, Florida 32701 (hereinafter the “**Funding Partner**”), and the **CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY**, a body politic and corporate created pursuant to Part II, Chapter 343, Florida Statutes, whose principal address is 455 North Garland Avenue, Orlando, Florida 32801 (hereinafter “**LYNX**”).

WITNESSETH

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, the Funding Partner recognizes the need to provide Public Transportation (as hereinafter defined) in an efficient manner and acknowledges the benefits of increased ridership on the regional transportation system; and

WHEREAS, increasing traffic congestion and continued population growth require mass transit service improvements; and

WHEREAS, reliable and convenient mass transit service offers a viable alternative to private automobile travel; and

WHEREAS, the Funding Partner recognizes the need to maintain and improve transit services; and

WHEREAS, pursuant to Section 343.64, Florida Statutes, LYNX has the authority to own, operate, maintain, and manage a Public Transportation system in the area of Orange, Seminole and Osceola Counties; and

WHEREAS, LYNX currently provides mass transit services within the geographical limits of the Funding Partner; and

WHEREAS, pursuant to Section 343.64, Florida Statutes, LYNX has the right to contract with other governmental entities, including the Funding Partner, and has the right to accept funds from such other governmental entities; and

WHEREAS, the Funding Partner and LYNX entered into an Interlocal Agreement for Public Transit Services dated as of November 16, 2014 (the “**Prior Fiscal Year Funding**”)

Agreement”) pursuant to which the Funding Partner agreed to appropriate funds to LYNX for fiscal year from October 1, 2014 to September 30, 2015 to support LYNX Public Transportation services within the Service Area (as hereinafter defined); and

WHEREAS, the term of the Prior Fiscal Year Funding Agreement ended on September 30, 2015; and

WHEREAS, the Funding Partner has budgeted funds for the fiscal year beginning on October 1, 2015 and ending on September 30, 2016 (“**Fiscal Year**”) to support LYNX’s Public Transportation services for such fiscal year; and

WHEREAS, LYNX and the Funding Partner wish to acknowledge that appropriate methodology has been used to determine the recommended level of funding by each Funding Partner; and

WHEREAS, at present, LYNX and the Funding Partner acknowledge that the funds provided by the Funding Partner to LYNX are used as the Funding Partner’s support of the regional Public Transportation System only within the Service Area (as hereinafter defined).

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

1. **Recitals**. The Funding Partner 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.

2. **Definitions**. The following capitalized terms shall have the following meanings:

“**Access LYNX**” means LYNX’s van transit service for medically-qualified, physically challenged transit customers.

“**ADA**” means the Americans with Disabilities Act of 1990.

“**Agreement**” means this Service Funding Agreement and its Exhibits.

“**Appropriated Amount**” means the amount to be paid to LYNX by the Funding Partner for the Current Fiscal Year in consideration of the Public Transportation to be provided by LYNX hereunder, as set forth in paragraph 3 hereof.

“**Current Fiscal Year**” shall mean the fiscal year beginning on October 1, 2015 and ending on September 30, 2016.

“**Deadhead Hours**” means the vehicle hours of operation incurred in non-Revenue Service in support of Revenue Service (i.e., hours from the garage to the beginning of a route).

“**Deadhead Miles**” means the vehicle miles incurred in non-Revenue Service in support of Revenue Service (i.e., miles from the garage to the beginning of a route).

“Demand Response Service” or **“NeighborLink”** means service provided in response to passenger requests made in advance to LYNX, which then dispatches a vehicle to pick up the passengers and transport them to their destinations or to a fixed-route transfer point within a designated demand response service area.

“Fiscal Year” or **“Current Fiscal Year”** means the twelve (12) month period commencing October 1, 2015 and ending the following September 30, 2016.

“Fixed-Route Service” means service provided on a repetitive, fixed-schedule basis along a specific route with vehicles stopping to pick up and deliver passengers to specific locations. Unlike demand response service, Fixed-Route Service services the same origins and destinations. Fixed-Route Service includes route deviation service, where revenue vehicles deviate from fixed-routes on a discretionary basis.

“FDOT” means the Florida Department of Transportation.

“FTA” means the Federal Transit Association.

“New Appropriated Amount” means the amount that is approved or appropriated by the Funding Partner for the Next Fiscal Year in consideration of the Public Transportation to be provided by LYNX hereunder for the Next Fiscal Year, as set forth in paragraph 3 below.

“Next Fiscal Year” means the twelve (12) month period immediately following the Current Fiscal Year, and is the period commencing October 1, 2016 and ending the following September 30, 2017.

“Operating Expenses” mean the expenses associated with the operations of LYNX, and which are classified by function or activity.

“Passenger Fares” means the revenue earned from carrying passengers in regularly scheduled service. Passenger Fares include the base fare, distance premiums, express service premiums, transfers and quantity purchased discount fares (i.e., daily, seven-day, thirty-day, student, senior, etc. tickets and passes).

“Passenger Trips” means the number of fare-paying individuals who ride LYNX’s buses in any given period with each individual being counted once per boarding.

“Public Transportation” means transportation by a conveyance (e.g., by bus or van) that provides regular and continuing general or special transportation to the public, but does not include light rail. “Special transportation” includes transportation services being provided to the public pursuant to the ADA.

“Revenue Hours” means the hours a vehicle travels while in Revenue Service, which excludes Deadhead Hours.

“Revenue Miles” means the miles a vehicle travels while in Revenue Service, which excludes Deadhead Miles.

“**Revenue Service**” means the portion of the trip and/or period of time when a vehicle is available to board and alight fare-paying transit passengers.

“**Service Area**” means generally the geographic area or the Fixed-Route Service, as the case may be, described and set forth in **Exhibit "A"** attached hereto.

3. **Funding Partner Obligations.**

(a) **Current Fiscal Year.**

(i) The Funding Partner agrees to appropriate the amount specified on **Exhibit “B”** attached hereto (the “**Appropriated Amount**”) to LYNX for the Fiscal Year for the provision of Public Transportation within the Service Area.

(ii) The Appropriated Amount shall be paid by the Funding Partner to LYNX in four (4) equal quarterly installments, with each installment being due on the first day of each quarter. The first installment payment shall be due upon the later of (x) October 1, 2015 or (y) thirty (30) days after the execution date of this Agreement; and any other installment payments which would be due prior to the execution date of this Agreement shall also be paid within thirty (30) days after the execution date of this Agreement.

(iii) In the event that the Appropriated Amount is less than the amount suggested by the Funding Model to fully fund the agreed upon service level in the Funding Partner’s Service Area, or in the event that the Appropriated Amount is less than the actual cost to fully fund the agreed upon service level in the Funding Partner’s Service Area, LYNX may, at its discretion, (x) utilize reserves to fund the difference and continue to provide the requested service level, or (y) reduce the service level in the Funding Partner’s Service Area to a level equivalent to the Appropriated Amount. However, in the event clause (x) is applicable, then the Funding Partner will promptly pay said difference to LYNX within thirty (30) days after the execution date of this Agreement.

(iv) In regard to Paragraph 3(a)(ii), above, for each quarterly installment, LYNX will invoice the Funding Partner on a quarterly basis and said amount shall be paid within thirty (30) days after the receipt by the Funding Partner of said invoice. However, in regard to any quarterly installments that remain unpaid prior to the execution of this Agreement, those unpaid quarterly installments (for which LYNX will furnish the Funding Partner invoices) will be paid within thirty (30) days after the execution date of the Agreement.

(b) **Next Fiscal Year.** If, prior to the termination date of this Agreement (as set forth in Paragraph 20 below), the Funding Partner and LYNX have not reached a written agreement setting forth an appropriation to LYNX for the Next Fiscal Year, then, notwithstanding the expiration of this Agreement at the end of the Current Fiscal Year and in

order to continue the Public Transportation after said expiration, the Funding Partner shall continue to pay LYNX for the Next Fiscal Year the amount set forth below:

(i) The amount to be paid shall be the Appropriated Amount for the Current Fiscal Year. This Appropriated Amount for the Current Fiscal Year (the “**Post-Termination Payment**”) shall be paid as provided herein.

(ii) LYNX will prepare and submit invoices for the Post Termination Payments and the Funding Partner will make such Post-Termination Payments within thirty (30) days after its receipt of such invoices from LYNX.

(iii) The Post Termination Payment shall be paid in equal quarterly installments due on the first day of each quarter commencing October 1, 2016 until the earliest to occur of the following: (x) LYNX and the Funding Partner reach a written agreement setting forth a different appropriation for the Next Fiscal Year; (y) one hundred twenty (120) days following the date that the Funding Partner, through action taken by its governing board, notifies LYNX in writing that it wishes to terminate this Agreement and no longer receives from LYNX the Public Transportation services provided herein; or (z) the date that LYNX actually discontinues the Public Transportation services to the Funding Partner, at which time this Agreement and specifically the provisions of this subparagraph 3(b) will no longer be applicable. LYNX may, within its discretion, reduce, eliminate or discontinue the provision of Public Transportation services to the Funding Partner immediately upon providing the Funding Partner with written notice of same. If this subparagraph 3(b) is applicable, the parties will reconcile the difference between the amount that was paid by the Funding Partner and the amount that has been agreed upon for the Next Fiscal Year in the first month following the earliest of the occurrences set forth above.

(iv) If a written agreement for the Next Fiscal Year is not entered into between LYNX and the Funding Partner by November 30 of the Next Fiscal Year, then, in that event, LYNX will undertake the necessary procedure for the discontinuation of the service which process takes approximately one hundred and twenty (120) days. If a new Funding Agreement for the Next Fiscal Year is not entered into by January 31 of the Next Fiscal Year, then LYNX may discontinue the service in accordance with its policies and the Funding Partner will in any event pay for any service provided for the Next Fiscal Year, including any service that may be provided of necessity by LYNX after January 31 in accordance with its procedures.

(c) Notwithstanding anything to the contrary set forth herein, the payment of all amounts due to LYNX hereunder shall be made in compliance with the Florida Prompt Payment Act, codified at Sections 218.70 to 218.80, Florida Statutes.

4. **LYNX Obligations.**

(a) **Service.** LYNX agrees to provide Public Transportation within the Service Area during the Fiscal Year. LYNX shall request written approval from the Funding Partner prior to implementing any of the following changes which may result in a greater than

two percent (2%) increase or decrease of Fixed-Route Service hours within the Service Area (as computed on an annual basis), which written approval shall not be unreasonably withheld or delayed:

- (i) Addition of route(s)
- (ii) Elimination of route(s)
- (iii) Combination of routes
- (iv) Changes to service span
- (v) Change to service frequency
- (vi) Changes in days of operation

To the extent that there is any increase or decrease of Fixed-Route Service hours greater than two percent (2%) (which would require approval of the Funding Partner), then, in that case, there will be a corresponding increase or decrease in the Appropriated Amount to be paid to LYNX by the Funding Partner from and after said increase or decrease is put into effect.

(b) **Quarterly Reporting.** For the purposes of operations and management analysis, LYNX agrees to provide the Funding Partner quarterly written performance reports reflecting the LYNX operations of the prior quarter. The quarterly reporting periods shall end on December 31, March 31, June 30 and September 30 and said reports shall be submitted to the Funding Partner's Office of Management and Budget and Office of Regional Mobility within forty-five (45) days after the end of each quarter. Each quarterly report will include the following items:

- (i) Maps and schedules for each route operating in the Service Area.
- (ii) Official LYNX monthly ridership reports showing a breakdown of actual aggregate ridership by mode (i.e., Fixed-Route Service, Demand Response Service, LYMMO, Access LYNX, Van Plan and special shuttles).
- (iii) An operational service characteristics report for current services provided, which would include (1) revenue hours, (2) revenue miles, and (3) unlinked passenger trips.
- (iv) A comparison of actual revenue and expenditures to budgeted revenues and expenditures with explanations for variances that are plus or minus 10% and exceed \$50,000.
- (v) A route performance report, which reports and ranks each route which is located in the County for the Funding Partner, monthly based on the following:
 - (A) Subsidy per Passenger Trip

- (B) Passengers per trip
- (C) Passengers per Revenue Hour
- (D) Passengers per Revenue Mile
- (E) Percent farebox return (i.e., percent of Operating Expenses recovered through farebox).

(vi) Current and contemporaneous versions of the LYNX regional model, which is the model used by LYNX to apportion total Operating Expenses, less adjustments, to the Funding Partners based on Fixed-Route Service hours, ADA client trips, and flex-service hours in their service area.

- (A) A comparison of scheduled versus actual Revenue Miles.
- (B) A comparison of scheduled versus actual Revenue Hours.
- (C) A schedule of unanticipated extraordinary expenses for the prior quarter.
- (D) A list of changes to authorized staffing.
- (E) A schedule of total training and travel expenditures for each LYNX board member and employee for the immediately preceding quarter. This schedule should specify the training event name, attendee name(s), date(s) of travel and/or training, event location, and total expenses of each trip.

(vii) Funding Model Information. Attached hereto as **Exhibit “C”** is a schedule listing:

- (A) All of LYNX’s Funding Partners;
- (B) The amount of funding required of each Funding Partner by the Funding Model for the Current Fiscal Year ; and
- (C) The amount each Funding Partner actually budgeted for the Current Fiscal Year to contribute for the services contemplated in the LYNX Funding Model.
- (D) LYNX shall provide quarterly updates to **Exhibit “C”** by listing the amount each funding partner has paid to LYNX to date.

(viii) The amount of fund balance allocated to reserves.

(ix) Any other information the Funding Partner reasonably requests.

(c) **Additional Reporting.** On an annual basis, within thirty (30) days of receipt, LYNX shall provide the Funding Partner 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.

5. **Independent Contractor.** LYNX expressly acknowledges that it is acting as an independent contractor, and nothing in this Agreement is intended or shall be construed to establish an agency, partnership or joint venture relationship between the parties, their employees, agents, subcontractors, or assigns, during or after performance of this Agreement. Each party hereto agrees that it shall be solely responsible for the wrongful acts of its employees, contractors and agents. Nothing contained herein shall constitute a waiver of sovereign immunity or the provisions of Section 768.28, Florida Statutes. The foregoing shall not constitute an agreement by either party to assume any liability for the acts, omissions and/or negligence of the other party.

6. **Amendments.** This Agreement may be amended only through a written document approved by both the Funding Partner's Board of Commissioners and the LYNX Governing Board, and executed by all parties hereto.

7. **Termination of Agreement.**

(a) **For Cause.** If LYNX or the Funding Partner (the "**Breaching Party**") fails to fulfill any material covenant, term or condition of this Agreement, the other party (the "**Non-Breaching Party**") shall give the Breaching Party written notice of such failure or violation. If such failure or violation is not cured within thirty (30) days from the date on which the Breaching Party receives such notice, the Non-Breaching Party may terminate this Agreement, which shall be effective upon thirty (30) days following the Breaching Party's receipt of a written notice from the Non-Breaching Party to that effect or such later date as specified in the notice. In the event the Funding Partner is the Breaching Party, the Funding Partner will nonetheless continue to pay to LYNX for any fixed route service furnished by LYNX up to the actual date that LYNX terminates said fixed route service, taking into account the policies and procedures to be followed by LYNX to terminate bus service generally (but not to exceed one hundred twenty (120) days).

(b) **For Convenience.** Either LYNX or the Funding Partner may terminate this Agreement at any time upon giving notice to that effect. Such termination shall be effective upon one hundred twenty (120) days receipt of written notice of termination from the party desiring to terminate this Agreement or such later date as specified in the notice.

The provisions of this paragraph 7 are further subject to the provisions of paragraph 3(c) above as to the rights of the parties to terminate this Agreement after the end of any fiscal year as provided in said Paragraph 3(c).

8. **Audit.** The Funding Partner (or its lawfully designated designee), shall have the right to audit LYNX's books and records on an annual basis to determine compliance with the terms, conditions and obligations imposed by this Agreement. The Funding Partner shall have full access to all records, documents and information, whether on paper or electronic or other media as is necessary or convenient to perform the audit.

9. **Public Records Act.** In accordance with Chapter 119 of the Florida Statutes (Public Records Law), any “public record” created or received by the Funding Partner, including reports, specifications, drawings, maps, and tables, must be made available to the public for inspection, and upon request and payment, copying, unless such public record falls within an exception or exemption to the Public Records Act and each page is clearly and conspicuously marked as such.

10. **Record Keeping Procedure.** LYNX shall keep and maintain accurate records of all services rendered in the performance of this Agreement and shall keep such records open to inspection by the Funding Partner at reasonable hours during the entire term of this Agreement, plus three (3) years after expiration or termination of this Agreement. If any litigation, claim or audit is commenced prior to the expiration of the three (3) year period and extends beyond such period, the records shall be maintained until all litigation, including appeals, claims or audits have been concluded or resolved. Any person authorized by the Funding Partner shall have access to and the right to examine any of the records.

11. **Compliance with FTA/FDOT Requirements.** The provisions of this Agreement, and the Public Transportation to be provided by LYNX hereunder, is subject at all times to the applicable statutes and rules and regulations of all applicable governmental authorities, including those of the FTA and FDOT. In the event any such statutes or rules or regulations would require a substantial and material change to this Agreement, then the parties will immediately meet to review and make acceptable adjustments to this Contract so as to comply with such statutes and rules and regulations.

12. **Litigation and Venue.** In the event any party deems it necessary to take legal action to enforce any provision of this Agreement, the venue shall be in the Circuit Court of the Ninth Judicial Circuit, in Orange County, Florida or the United States District Court for the Middle District of Florida, Orlando Division.

13. **Remedies.** No remedy herein conferred upon any part is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any rights, power, or remedy hereunder shall preclude any other or further exercise thereof.

14. **Severability.** In the event that any section, paragraph, sentence, clause or provision hereof be held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Agreement which remaining portions shall remain in full force and effect.

15. **Waiver.** Performance of this Agreement by any party, after notice of default of any of the terms, covenants or conditions, shall not be deemed a waiver of any right to terminate this Agreement for any subsequent default, and no waiver of such default shall be construed or act as a waiver of any subsequent default.

16. **Governing Law.** This Agreement shall be governed by and construed in accordance with the law of the State of Florida. 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.

17. **Construction.** Captions and section headings in this Agreement are for convenience and reference only, and shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

18. **Notices.** All notices, consents, approvals, waivers, and deletions which any party shall be required or shall desire to make or give under and in accordance with this Agreement shall be in writing and must be sent by certified United States mail with return receipt required, or by personal delivery with receipt required to the following addresses:

As to Funding Partner: City of Altamonte Springs
225 Newburyport Avenue
Altamonte Springs, Florida 32701
Attn: Franklin W. Martz, II, City Manager

With copy to: City of Altamonte Springs
225 Newburyport Avenue
Altamonte Springs, Florida 32701
Attn: Community Development Agency

As to LYNX: Central Florida Regional Transportation Authority
455 North Garland Avenue
Orlando, Florida 32801-1518
Attn: John M. Lewis, Jr., Chief Executive Officer

With copy to: Central Florida Regional Transportation Authority
455 North Garland Avenue
Orlando, Florida 32801-1518
Attn: Blanche W. Sherman, Director of Finance

With a copy to: Akerman LLP
420 South Orange Avenue, Suite 1200
Orlando, Florida 32801
Attn: Patrick T. Christiansen, Esq.

19. **Binding Agreement.** This Agreement is binding upon the parties and shall inure to their successors or assigns.

20. **Effective Date.** The effective date of this Agreement shall be the date of its execution by the last party to execute this Agreement. Unless terminated earlier in accordance with Paragraph 7 of this Agreement, this Agreement will terminate on September 30, 2016, except for the provisions of this Agreement which by their terms survive the termination of this Agreement.

21. **Negotiations.** 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, all parties drafted this Agreement jointly, 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.

22. **No Third-Party Beneficiaries.** This Agreement does not create, and shall not be construed as creating, any rights enforceable by any person or entity other than the parties in this Agreement.

23. **Entirety of the Agreement.** This Agreement constitutes the entire Agreement between the parties with respect to the specific matters contained herein and shall supersede all previous discussions, understandings, and agreements.

24. **Addendum.** There is attached hereto a certain Addendum consisting of one (1) page. To the extent there is a conflict between the terms of this Agreement and the terms of the Addendum, the terms of the Addendum will govern.

IN WITNESS WHEREOF, the Funding Partner and LYNX have duly and lawfully approved this Agreement and have authorized its execution and delivery by their respective officers, who have set their hands and their respective seals affixed below, all as of the date first written hereinabove.

[Signatures appear on following page]

SIGNATURE PAGE FOR FUNDING PARTNER

FUNDING PARTNER:

CITY OF ALTAMONTE SPRINGS

By: _____
Patricia Bates, Mayor

Date: _____

ATTEST:

By: _____
Deputy Clerk

SIGNATURE PAGE FOR LYNX

**CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY**

By: _____

Susan Black

Interim Chief Executive Officer

This Agreement is approved as to form for
reliance only by LYNX and for no other
person and for no other purpose.

Date: _____

AKERMAN LLP,
Counsel for LYNX

By: _____

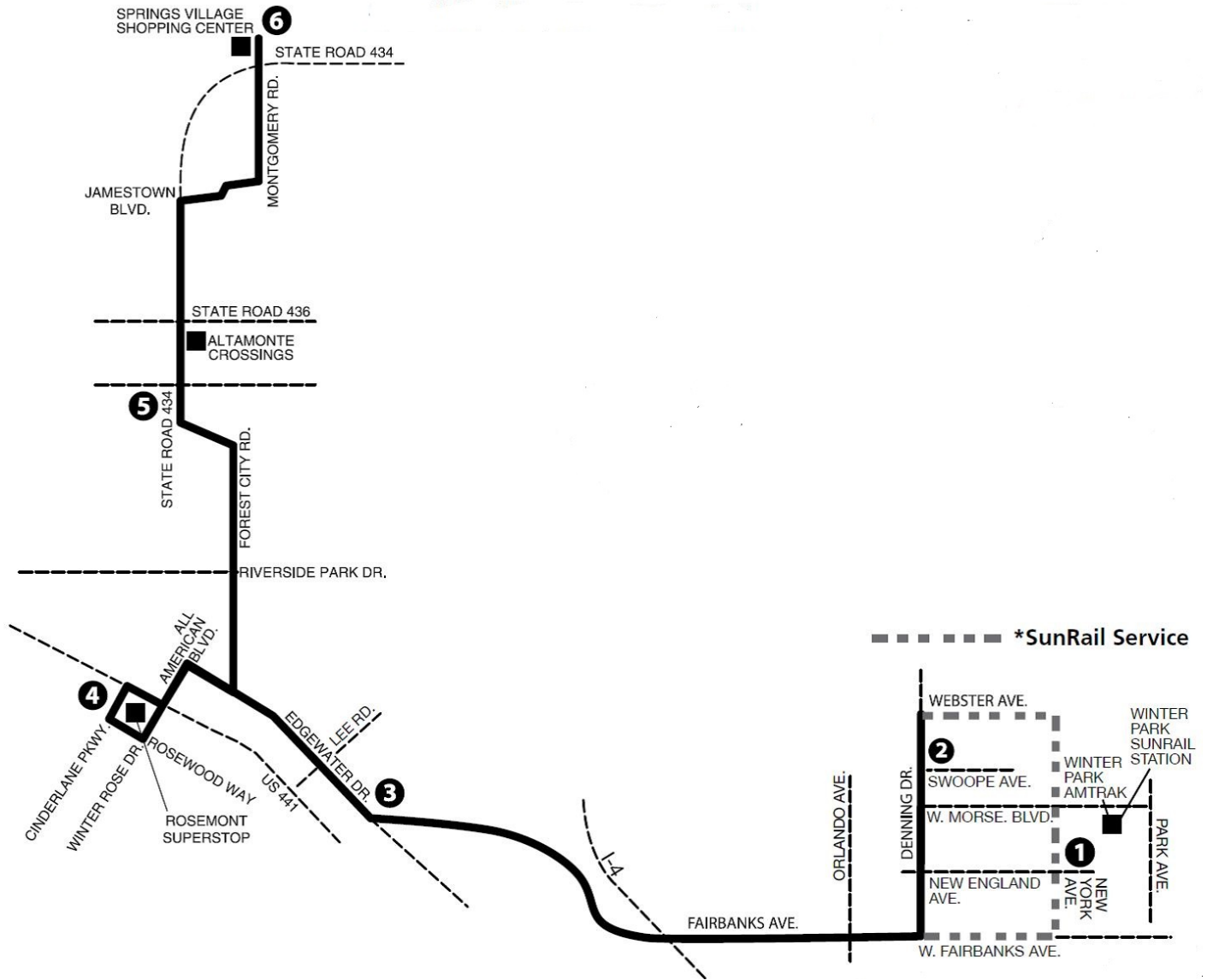
Patrick T. Christiansen, Esq.

Exhibit "A"

DESCRIPTION OF SERVICE AREA

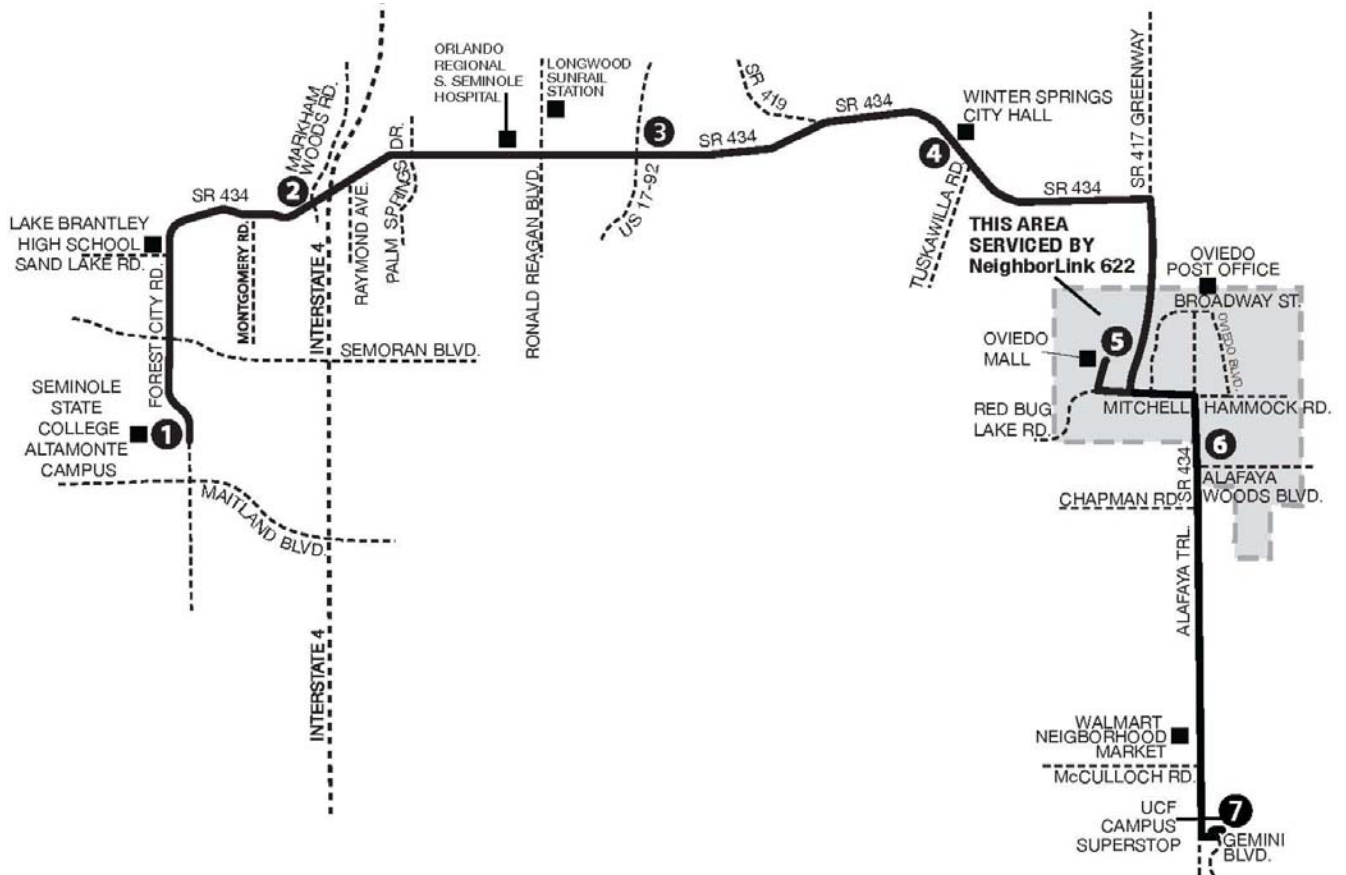
LINK 23 Winter Park/Springs Village

Serving: Winter Park Tech, Rosemont SuperStop, West Town Center Walmart, Springs Village Shopping Center, and Winter Park SunRail Station



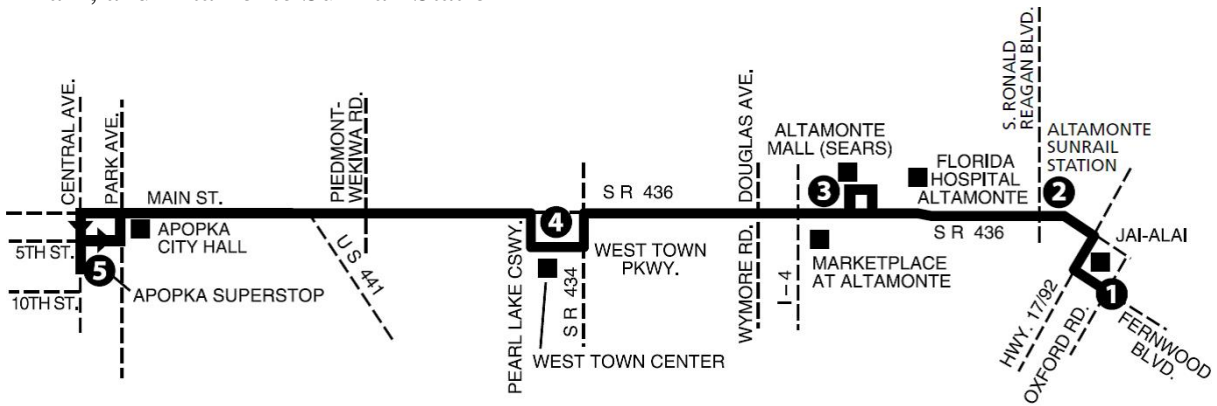
Link 434 SR 434 Crosstown

Serving: Seminole State College- Altamonte Campus, Lake Brantley High School, Winter Springs City Hall, South Seminole Hospital, Oviedo Market Place, University of Central Florida, NeighborLink 622, and Longwood SunRail Station



Link 436N SR 436 Crosstown (formerly Link 41)

Serving: Apopka SuperStop, West Town Center, Altamonte Mall, Florida Hospital Altamonte, Fern Park, and Altamonte SunRail Station



Link 436S SR 436 Crosstown (formerly Link 41)

Serving: Fern Park, Casselberry, Azalea Park, and Orlando International Airport

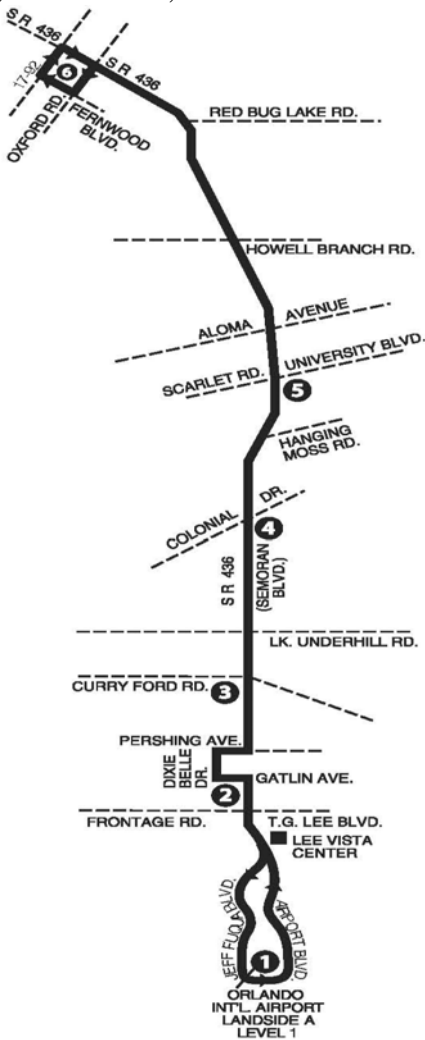


Exhibit "B"

October through September

\$ 120,900

Exhibit B City of Altamonte Springs Transit Service Costs For FY2016	
Total County Transit Service Cost	\$ 120,900

FY2016 Billing Schedule:	
October 2015	\$ 30,225
January 2016	\$ 30,225
April 2016	\$ 30,225
July 2016	\$ 30,225
Annual Funding Request from City	\$ 120,900

ADDENDUM TO AGREEMENT

25. The Funding Partner agrees to appropriate one hundred twenty thousand nine hundred dollars and zero cents (\$120,900) to LYNX for fiscal year 2015-2016 for the provision of public transportation services within the City of Altamonte Springs in accordance with this Agreement and to be allocated as follows:

(a) The base operating expenditures funding of \$120,900 shall be for fixed route bus service, Access LYNX, and other agreed upon services, including, but not limited to:

- (i) Fixed Route Service;
- (ii) Demand Response Service (NeighborLink); and
- (iii) Paratransit Service (Access LYNX).

Exhibit "C"

SCHEDULE LISTING OF LYNX FUNDING PARTNERS

LYNX FY2016 Local Funding Amounts			
	FY2016 Funding Model Amount	Prepays/ Service Changes	FY2016 Funding Agreement
Operating Funding			
Orange County	\$ 39,701,511	\$ -	\$ 39,701,511
Osceola County	6,393,683	(163,920)	6,229,763
Seminole County	6,175,067	-	6,175,067
City of Orlando	4,046,660	(42,205)	4,004,455
City of Orlando - LYMMO	2,305,411	-	2,305,411
Subtotal	<u>\$ 58,622,332</u>	<u>\$ (206,125)</u>	<u>\$ 58,416,207</u>
Altamonte Springs	\$ 120,900	\$ -	\$ 120,900
Sanford	93,000	-	93,000
Lake County	259,990	-	259,990
Subtotal	<u>\$ 473,890</u>	<u>\$ -</u>	<u>\$ 473,890</u>
Subtotal Operating Funding	<u>\$ 59,096,222</u>	<u>\$ (206,125)</u>	<u>\$ 58,890,097</u>
Capital Contributions			
Orange County	\$ 1,701,304	\$ -	\$ 1,701,304
Osceola County	203,270	-	203,270
Seminole County	214,016	-	214,016
Subtotal	<u>\$ 2,118,590</u>	<u>\$ -</u>	<u>\$ 2,118,590</u>
Total Local Funds	<u>\$ 61,214,812</u>	<u>\$ (206,125)</u>	<u>\$ 61,008,687</u>

SERVICE FUNDING AGREEMENT
by and between
ORANGE COUNTY, FLORIDA
and
LYNX

THIS SERVICE FUNDING AGREEMENT (“Agreement”) is made and entered into by and between **ORANGE COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida, whose principal address is Post Office Box 1393, Orlando, Florida 32802-1393 (hereinafter the “**Funding Partner**” or “**County**”), and the **CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY**, a body politic and corporate created pursuant to Part II, Chapter 343, Florida Statutes, whose principal address is 455 North Garland Avenue, Orlando, Florida 32801 (hereinafter “**LYNX**”).

WITNESSETH

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, the Funding Partner recognizes the need to provide Public Transportation (as hereinafter defined) in an efficient manner and acknowledges the benefits of increased ridership on the regional transportation system; and

WHEREAS, increasing traffic congestion and continued population growth require mass transit service improvements; and

WHEREAS, reliable and convenient mass transit service offers a viable alternative to private automobile travel; and

WHEREAS, the Funding Partner recognizes the need to maintain and improve transit services; and

WHEREAS, pursuant to Section 343.64, Florida Statutes, LYNX has the authority to own, operate, maintain, and manage a Public Transportation system in the area of Orange, Seminole and Osceola Counties; and

WHEREAS, LYNX currently provides mass transit services within the geographical limits of the Funding Partner; and

WHEREAS, pursuant to Section 343.64, Florida Statutes, LYNX has the right to contract with other governmental entities, including the Funding Partner, and has the right to accept funds from such other governmental entities; and

WHEREAS, the Funding Partner and LYNX entered into an Interlocal Agreement for Public Transit Services dated as of May 19, 2015 (the “**Prior Fiscal Year Funding**”

Agreement”) pursuant to which the Funding Partner agreed to appropriate funds to LYNX for fiscal year from October 1, 2014 to September 30, 2015 to support LYNX Public Transportation services within the Service Area (as hereinafter defined); and

WHEREAS, the term of the Prior Fiscal Year Funding Agreement ended on September 30, 2015; and

WHEREAS, the Funding Partner has budgeted funds for the fiscal year beginning on October 1, 2015 and ending on September 30, 2016 (“**Fiscal Year**”) to support LYNX’s Public Transportation services for such fiscal year; and

WHEREAS, LYNX and the Funding Partner wish to acknowledge that appropriate methodology has been used to determine the recommended level of funding by each Funding Partner; and

WHEREAS, at present, LYNX and the Funding Partner acknowledge that the funds provided by the Funding Partner to LYNX are used as the Funding Partner’s support of the regional Public Transportation System only within the Service Area (as hereinafter defined).

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

1. **Recitals**. The Funding Partner 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.

2. **Definitions**. The following capitalized terms shall have the following meanings:

“**Access LYNX**” means LYNX’s van transit service for medically-qualified, physically challenged transit customers.

“**ADA**” means the Americans with Disabilities Act of 1990.

“**Agreement**” means this Service Funding Agreement and its Exhibits.

“**Appropriated Amount**” means the amount to be paid to LYNX by the Funding Partner for the Current Fiscal Year in consideration of the Public Transportation to be provided by LYNX hereunder, as set forth in paragraph 3 hereof.

“**Current Fiscal Year**” shall mean the fiscal year beginning on October 1, 2015 and ending on September 30, 2016.

“**Deadhead Hours**” means the vehicle hours of operation incurred in non-Revenue Service in support of Revenue Service (i.e., hours from the garage to the beginning of a route).

“**Deadhead Miles**” means the vehicle miles incurred in non-Revenue Service in support of Revenue Service (i.e., miles from the garage to the beginning of a route).

“Demand Response Service” or **“NeighborLink”** means service provided in response to passenger requests made in advance to LYNX, which then dispatches a vehicle to pick up the passengers and transport them to their destinations or to a fixed-route transfer point within a designated demand response service area.

“Fiscal Year” or **“Current Fiscal Year”** means the twelve (12) month period commencing October 1, 2015 and ending the following September 30, 2016.

“Fixed-Route Service” means service provided on a repetitive, fixed-schedule basis along a specific route with vehicles stopping to pick up and deliver passengers to specific locations. Unlike demand response service, Fixed-Route Service services the same origins and destinations. Fixed-Route Service includes route deviation service, where revenue vehicles deviate from fixed-routes on a discretionary basis.

“FDOT” means the Florida Department of Transportation.

“FTA” means the Federal Transit Association.

“New Appropriated Amount” means the amount that is approved or appropriated by the Funding Partner for the Next Fiscal Year in consideration of the Public Transportation to be provided by LYNX hereunder for the Next Fiscal Year, as set forth in paragraph 3 below.

“Next Fiscal Year” means the twelve (12) month period immediately following the Current Fiscal Year, and is the period commencing October 1, 2016 and ending the following September 30, 2017.

“Operating Expenses” mean the expenses associated with the operations of LYNX, and which are classified by function or activity.

“Passenger Fares” means the revenue earned from carrying passengers in regularly scheduled service. Passenger Fares include the base fare, distance premiums, express service premiums, transfers and quantity purchased discount fares (i.e., daily, seven-day, thirty-day, student, senior, etc. tickets and passes).

“Passenger Trips” means the number of fare-paying individuals who ride LYNX’s buses in any given period with each individual being counted once per boarding.

“Public Transportation” means transportation by a conveyance (e.g., by bus or van) that provides regular and continuing general or special transportation to the public, but does not include light rail. “Special transportation” includes transportation services being provided to the public pursuant to the ADA.

“Revenue Hours” means the hours a vehicle travels while in Revenue Service, which excludes Deadhead Hours.

“Revenue Miles” means the miles a vehicle travels while in Revenue Service, which excludes Deadhead Miles.

“**Revenue Service**” means the portion of the trip and/or period of time when a vehicle is available to board and alight fare-paying transit passengers.

“**Service Area**” means generally the geographic area or the Fixed-Route Service, as the case may be, described and set forth in **Exhibit "A"** attached hereto.

3. **Funding Partner Obligations.**

(a) **Current Fiscal Year.**

(i) The Funding Partner agrees to appropriate the amount specified on **Exhibit “B”** attached hereto (the “**Appropriated Amount**”) to LYNX for the Fiscal Year for the provision of Public Transportation within the Service Area.

(ii) The Appropriated Amount shall be paid by the Funding Partner to LYNX in twelve (12) equal monthly installments, with each installment being due on the first day of each month. The first installment payment shall be due upon the later of (x) October 1, 2015 or (y) thirty (30) days after the execution date of this Agreement; and any other installment payments which would be due prior to the execution date of this Agreement shall also be paid within thirty (30) days after the execution date of this Agreement.

(iii) In the event that the Appropriated Amount is less than the amount suggested by the Funding Model to fully fund the agreed upon service level in the Funding Partner’s Service Area, or in the event that the Appropriated Amount is less than the actual cost to fully fund the agreed upon service level in the Funding Partner’s Service Area, LYNX may, at its discretion, (x) utilize reserves to fund the difference and continue to provide the requested service level, or (y) reduce the service level in the Funding Partner’s Service Area to a level equivalent to the Appropriated Amount. However, in the event clause (x) is applicable, then the Funding Partner will promptly pay said difference to LYNX within thirty (30) days after the execution date of this Agreement.

(iv) In regard to Paragraph 3(a)(ii), above, for each monthly installment, LYNX will invoice the Funding Partner on a monthly basis and said amount shall be paid within thirty (30) days after the receipt by the Funding Partner of said invoice. However, in regard to any monthly installments that remain unpaid prior to the execution of this Agreement, those unpaid monthly installments (for which LYNX will furnish the Funding Partner invoices) will be paid within thirty (30) days after the execution date of the Agreement.

(b) **Next Fiscal Year.** If, prior to the termination date of this Agreement (as set forth in Paragraph 20 below), the Funding Partner and LYNX have not reached a written agreement setting forth an appropriation to LYNX for the Next Fiscal Year, then, notwithstanding the expiration of this Agreement at the end of the Current Fiscal Year and in

order to continue the Public Transportation after said expiration, the Funding Partner shall continue to pay LYNX for the Next Fiscal Year the amount set forth below:

(i) The amount to be paid shall be the Appropriated Amount for the Current Fiscal Year. This Appropriated Amount for the Current Fiscal Year (the “**Post-Termination Payment**”) shall be paid as provided herein.

(ii) LYNX will prepare and submit invoices for the Post Termination Payments and the Funding Partner will make such Post-Termination Payments within thirty (30) days after its receipt of such invoices from LYNX.

(iii) The Post Termination Payment shall be paid in equal monthly installments due on the first day of each month commencing October 1, 2016 until the earliest to occur of the following: (x) LYNX and the Funding Partner reach a written agreement setting forth a different appropriation for the Next Fiscal Year; (y) one hundred twenty (120) days following the date that the Funding Partner, through action taken by its governing board, notifies LYNX in writing that it wishes to terminate this Agreement and no longer receives from LYNX the Public Transportation services provided herein; or (z) the date that LYNX actually discontinues the Public Transportation services to the Funding Partner, at which time this Agreement and specifically the provisions of this subparagraph 3(b) will no longer be applicable. LYNX may, within its discretion, reduce, eliminate or discontinue the provision of Public Transportation services to the Funding Partner immediately upon providing the Funding Partner with written notice of same. If this subparagraph 3(b) is applicable, the parties will reconcile the difference between the amount that was paid by the Funding Partner and the amount that has been agreed upon for the Next Fiscal Year in the first month following the earliest of the occurrences set forth above.

(iv) If a written agreement for the Next Fiscal Year is not entered into between LYNX and the Funding Partner by November 30 of the Next Fiscal Year, then, in that event, LYNX will undertake the necessary procedure for the discontinuation of the service which process takes approximately one hundred and twenty (120) days. If a new Funding Agreement for the Next Fiscal Year is not entered into by January 31 of the Next Fiscal Year, then LYNX may discontinue the service in accordance with its policies and the Funding Partner will in any event pay for any service provided for the Next Fiscal Year, including any service that may be provided of necessity by LYNX after January 31 in accordance with its procedures.

(c) Notwithstanding anything to the contrary set forth herein, the payment of all amounts due to LYNX hereunder shall be made in compliance with the Florida Prompt Payment Act, codified at Sections 218.70 to 218.80, Florida Statutes.

4. **LYNX Obligations.**

(a) **Service.** LYNX agrees to provide Public Transportation within the Service Area during the Fiscal Year. LYNX shall request written approval from the Funding Partner prior to implementing any of the following changes which may result in a greater than

two percent (2%) increase or decrease of Fixed-Route Service hours within the Service Area (as computed on an annual basis), which written approval shall not be unreasonably withheld or delayed:

- (i) Addition of route(s)
- (ii) Elimination of route(s)
- (iii) Combination of routes
- (iv) Changes to service span
- (v) Change to service frequency
- (vi) Changes in days of operation

To the extent that there is any increase or decrease of Fixed-Route Service hours greater than two percent (2%) (which would require approval of the Funding Partner), then, in that case, there will be a corresponding increase or decrease in the Appropriated Amount to be paid to LYNX by the Funding Partner from and after said increase or decrease is put into effect.

(b) **Quarterly Reporting.** For the purposes of operations and management analysis, LYNX agrees to provide the Funding Partner quarterly written performance reports reflecting the LYNX operations of the prior quarter. The quarterly reporting periods shall end on December 31, March 31, June 30 and September 30 and said reports shall be submitted to the Funding Partner's Office of Management and Budget and Office of Regional Mobility within forty-five (45) days after the end of each quarter. Each quarterly report will include the following items:

- (i) Maps and schedules for each route operating in the Service Area.
- (ii) Official LYNX monthly ridership reports showing a breakdown of actual aggregate ridership by mode (i.e., Fixed-Route Service, Demand Response Service, LYMMO, Access LYNX, Van Plan and special shuttles).
- (iii) An operational service characteristics report for current services provided, which would include (1) revenue hours, (2) revenue miles, and (3) unlinked passenger trips.
- (iv) A comparison of actual revenue and expenditures to budgeted revenues and expenditures with explanations for variances that are plus or minus 10% and exceed \$50,000.
- (v) A route performance report, which reports and ranks each route which is located in the County for the Funding Partner, monthly based on the following:
 - (A) Subsidy per Passenger Trip

- (B) Passengers per trip
- (C) Passengers per Revenue Hour
- (D) Passengers per Revenue Mile
- (E) Percent farebox return (i.e., percent of Operating Expenses recovered through farebox).

(vi) Current and contemporaneous versions of the LYNX regional model, which is the model used by LYNX to apportion total Operating Expenses, less adjustments, to the Funding Partners based on Fixed-Route Service hours, ADA client trips, and flex-service hours in their service area.

- (A) A comparison of scheduled versus actual Revenue Miles.
- (B) A comparison of scheduled versus actual Revenue Hours.
- (C) A schedule of unanticipated extraordinary expenses for the prior quarter.
- (D) A list of changes to authorized staffing.
- (E) A schedule of total training and travel expenditures for each LYNX board member and employee for the immediately preceding quarter. This schedule should specify the training event name, attendee name(s), date(s) of travel and/or training, event location, and total expenses of each trip.

(vii) Funding Model Information. Attached hereto as **Exhibit “C”** is a schedule listing:

- (A) All of LYNX’s Funding Partners;
- (B) The amount of funding required of each Funding Partner by the Funding Model for the Current Fiscal Year ; and
- (C) The amount each Funding Partner actually budgeted for the Current Fiscal Year to contribute for the services contemplated in the LYNX Funding Model.
- (D) LYNX shall provide quarterly updates to **Exhibit “C”** by listing the amount each funding partner has paid to LYNX to date.

(viii) The amount of fund balance allocated to reserves.

(ix) Any other information the Funding Partner reasonably requests.

(c) **Additional Reporting.** On an annual basis, within thirty (30) days of receipt, LYNX shall provide the Funding Partner 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.

5. **Independent Contractor.** LYNX expressly acknowledges that it is acting as an independent contractor, and nothing in this Agreement is intended or shall be construed to establish an agency, partnership or joint venture relationship between the parties, their employees, agents, subcontractors, or assigns, during or after performance of this Agreement. Each party hereto agrees that it shall be solely responsible for the wrongful acts of its employees, contractors and agents. Nothing contained herein shall constitute a waiver of sovereign immunity or the provisions of Section 768.28, Florida Statutes. The foregoing shall not constitute an agreement by either party to assume any liability for the acts, omissions and/or negligence of the other party.

6. **Amendments.** This Agreement may be amended only through a written document approved by both the Funding Partner's Board of Commissioners and the LYNX Governing Board, and executed by all parties hereto.

7. **Termination of Agreement.**

(a) **For Cause.** If LYNX or the Funding Partner (the "**Breaching Party**") fails to fulfill any material covenant, term or condition of this Agreement, the other party (the "**Non-Breaching Party**") shall give the Breaching Party written notice of such failure or violation. If such failure or violation is not cured within thirty (30) days from the date on which the Breaching Party receives such notice, the Non-Breaching Party may terminate this Agreement, which shall be effective upon thirty (30) days following the Breaching Party's receipt of a written notice from the Non-Breaching Party to that effect or such later date as specified in the notice. In the event the Funding Partner is the Breaching Party, the Funding Partner will nonetheless continue to pay to LYNX for any fixed route service furnished by LYNX up to the actual date that LYNX terminates said fixed route service, taking into account the policies and procedures to be followed by LYNX to terminate bus service generally (but not to exceed one hundred twenty (120) days).

(b) **For Convenience.** Either LYNX or the Funding Partner may terminate this Agreement at any time upon giving notice to that effect. Such termination shall be effective upon one hundred twenty (120) days receipt of written notice of termination from the party desiring to terminate this Agreement or such later date as specified in the notice.

The provisions of this paragraph 7 are further subject to the provisions of paragraph 3(c) above as to the rights of the parties to terminate this Agreement after the end of any fiscal year as provided in said Paragraph 3(c).

8. **Audit.** The Funding Partner (or its lawfully designated designee), shall have the right to audit LYNX's books and records on an annual basis to determine compliance with the terms, conditions and obligations imposed by this Agreement. The Funding Partner shall have full access to all records, documents and information, whether on paper or electronic or other media as is necessary or convenient to perform the audit.

9. **Public Records Act.** In accordance with Chapter 119 of the Florida Statutes (Public Records Law), any “public record” created or received by the Funding Partner, including reports, specifications, drawings, maps, and tables, must be made available to the public for inspection, and upon request and payment, copying, unless such public record falls within an exception or exemption to the Public Records Act and each page is clearly and conspicuously marked as such.

10. **Record Keeping Procedure.** LYNX shall keep and maintain accurate records of all services rendered in the performance of this Agreement and shall keep such records open to inspection by the Funding Partner at reasonable hours during the entire term of this Agreement, plus three (3) years after expiration or termination of this Agreement. If any litigation, claim or audit is commenced prior to the expiration of the three (3) year period and extends beyond such period, the records shall be maintained until all litigation, including appeals, claims or audits have been concluded or resolved. Any person authorized by the Funding Partner shall have access to and the right to examine any of the records.

11. **Compliance with FTA/FDOT Requirements.** The provisions of this Agreement, and the Public Transportation to be provided by LYNX hereunder, is subject at all times to the applicable statutes and rules and regulations of all applicable governmental authorities, including those of the FTA and FDOT. In the event any such statutes or rules or regulations would require a substantial and material change to this Agreement, then the parties will immediately meet to review and make acceptable adjustments to this Contract so as to comply with such statutes and rules and regulations.

12. **Litigation and Venue.** In the event any party deems it necessary to take legal action to enforce any provision of this Agreement, the venue shall be in the Circuit Court of the Ninth Judicial Circuit, in Orange County, Florida or the United States District Court for the Middle District of Florida, Orlando Division.

13. **Remedies.** No remedy herein conferred upon any part is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any rights, power, or remedy hereunder shall preclude any other or further exercise thereof.

14. **Severability.** In the event that any section, paragraph, sentence, clause or provision hereof be held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Agreement which remaining portions shall remain in full force and effect.

15. **Waiver.** Performance of this Agreement by any party, after notice of default of any of the terms, covenants or conditions, shall not be deemed a waiver of any right to terminate this Agreement for any subsequent default, and no waiver of such default shall be construed or act as a waiver of any subsequent default.

16. **Governing Law.** This Agreement shall be governed by and construed in accordance with the law of the State of Florida. 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.

17. **Construction.** Captions and section headings in this Agreement are for convenience and reference only, and shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

18. **Notices.** All notices, consents, approvals, waivers, and deletions which any party shall be required or shall desire to make or give under and in accordance with this Agreement shall be in writing and must be sent by certified United States mail with return receipt required, or by personal delivery with receipt required to the following addresses:

As to Funding Partner: Orange County
 P.O. Box 1393
 Orlando, Florida 32802-1393
 Attn: Ajit Lalchandani, County Administrator

With copy to: Orange County Office of Management and Budget
 P.O. Box 1393
 Orlando, Florida 32802-1393
 Attn: Manager, OMB

With copy to: Orange County Office of Regional Mobility
 P.O. Box 1393
 Orlando, Florida 32802-1393
 Attn: Director, Office of Regional Mobility

As to LYNX: Central Florida Regional Transportation Authority
 455 North Garland Avenue
 Orlando, Florida 32801-1518
 Attn: John M. Lewis, Jr., Chief Executive Officer

With copy to: Central Florida Regional Transportation Authority
 455 North Garland Avenue
 Orlando, Florida 32801-1518
 Attn: Blanche W. Sherman, Director of Finance

With a copy to: Akerman LLP
 420 South Orange Avenue, Suite 1200
 Orlando, Florida 32801
 Attn: Patrick T. Christiansen, Esq.

19. **Binding Agreement.** This Agreement is binding upon the parties and shall inure to their successors or assigns.

20. **Effective Date.** The effective date of this Agreement shall be the date of its execution by the last party to execute this Agreement. Unless terminated earlier in accordance

with Paragraph 7 of this Agreement, this Agreement will terminate on September 30, 2016, except for the provisions of this Agreement which by their terms survive the termination of this Agreement.

21. **Negotiations.** 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, all parties drafted this Agreement jointly, 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.

22. **No Third-Party Beneficiaries.** This Agreement does not create, and shall not be construed as creating, any rights enforceable by any person or entity other than the parties in this Agreement.

23. **Entirety of the Agreement.** This Agreement constitutes the entire Agreement between the parties with respect to the specific matters contained herein and shall supersede all previous discussions, understandings, and agreements.

24. **Addendum.** There is attached hereto a certain Addendum consisting of one (1) page. To the extent there is a conflict between the terms of this Agreement and the terms of the Addendum, the terms of the Addendum will govern.

IN WITNESS WHEREOF, the Funding Partner and LYNX have duly and lawfully approved this Agreement and have authorized its execution and delivery by their respective officers, who have set their hands and their respective seals affixed below, all as of the date first written hereinabove.

[Signatures appear on following page]

SIGNATURE PAGE FOR FUNDING PARTNER

ATTEST: Martha O. Haynie, County
Comptroller as Clerk to the Board of
County Commissioners

FUNDING PARTNER:

**BOARD OF COUNTY COMMISSIONERS
OF ORANGE COUNTY, FLORIDA**

By: _____
Deputy Clerk

By: _____
Teresa Jacobs, County Mayor

Date: _____

SIGNATURE PAGE FOR LYNX

**CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY**

By: _____

Susan Black

Interim Chief Executive Officer

This Agreement is approved as to form for
reliance only by LYNX and for no other
person and for no other purpose.

Date: _____

AKERMAN LLP,
Counsel for LYNX

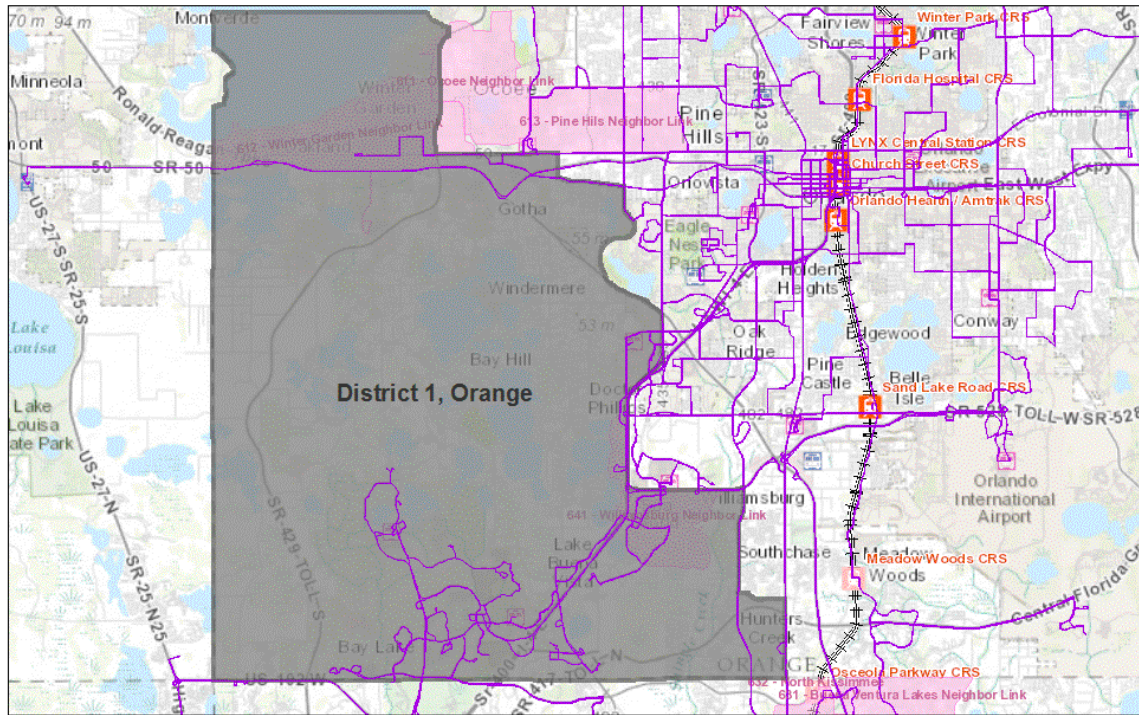
By: _____

Patrick T. Christiansen, Esq.

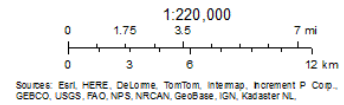
Exhibit "A"

DESCRIPTION OF SERVICE AREA

Orange County Commissioner District 1



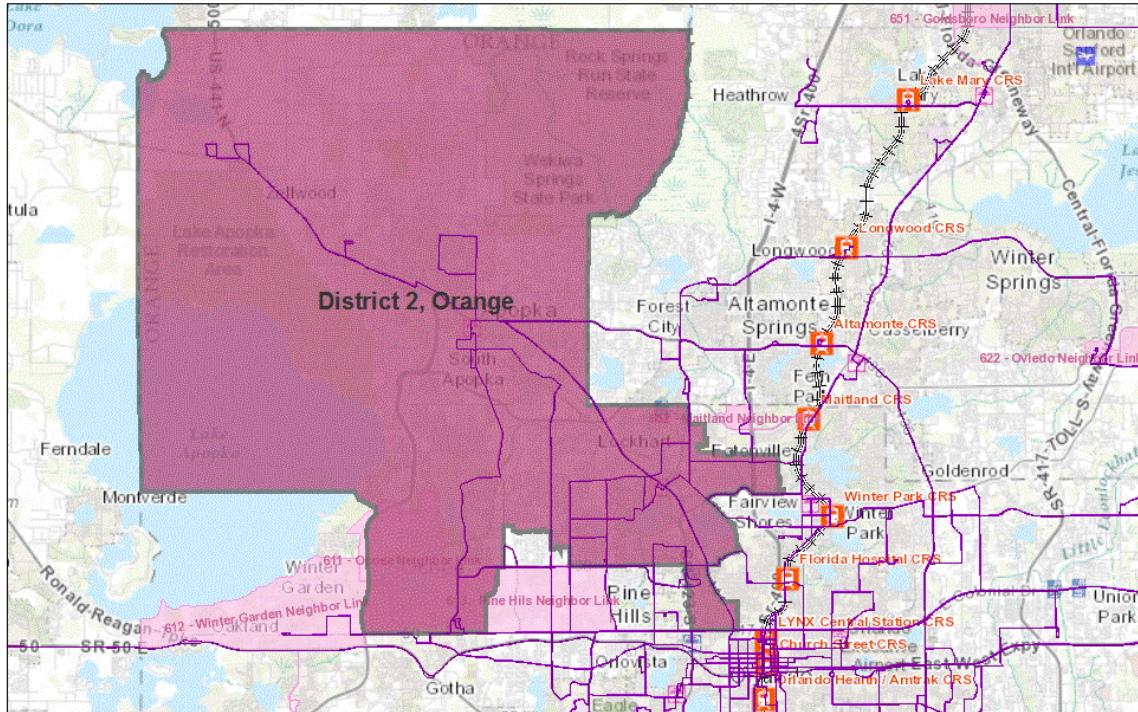
July 7, 2015



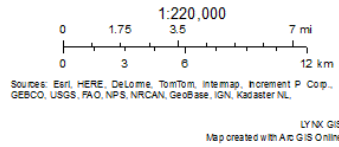
LYNX GIS
Map created with Arc GIS Online

Shelter locations	71
Bus Stops	239
Total ridership FY 2014:	10,275,878 Annual Rides
On 23 LYNX Routes:	8,21,37,38,40,50,54,55,56, 57,105,108,111,204,300, 301,302,303,304,305,306, 427,441

Orange County Commissioner District 2

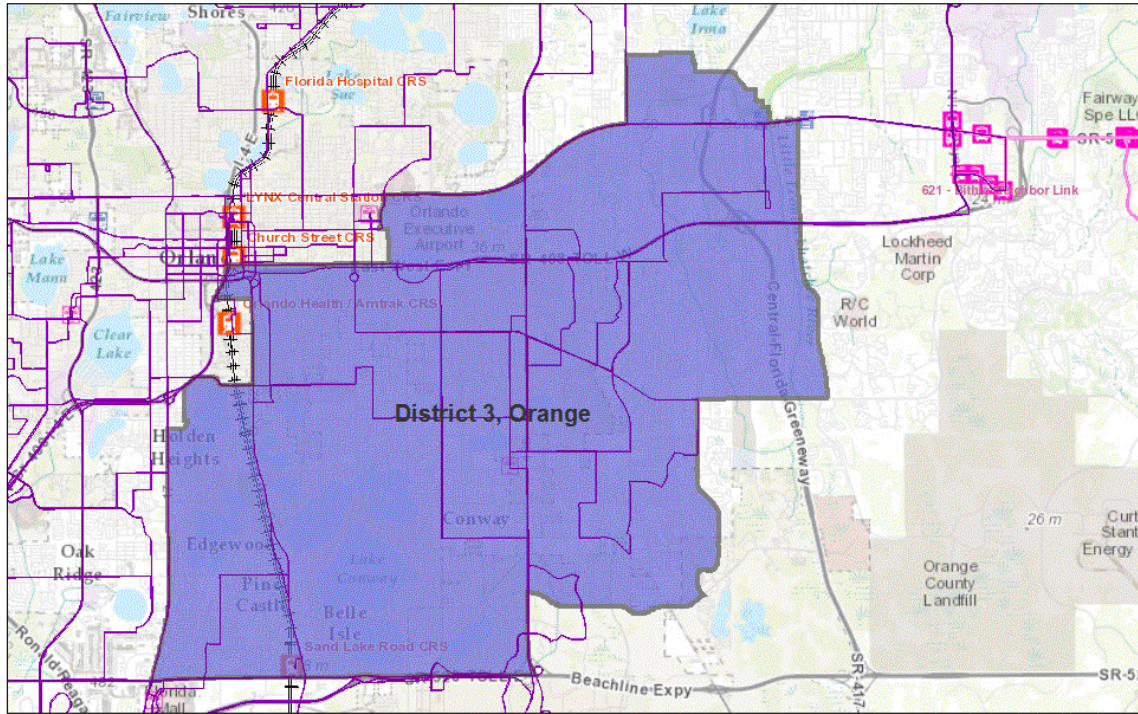


July 7, 2015

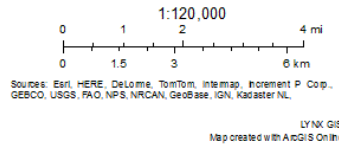


Shelter locations	65
Bus Stops	508
Total ridership FY 2014:	6,775,358 Annual Rides
On 18 LYNX Routes:	1,9,23,25,37,44,48,49,54, 105,106,125,301,302,405, 443,445,436N

Orange County Commissioner District 3

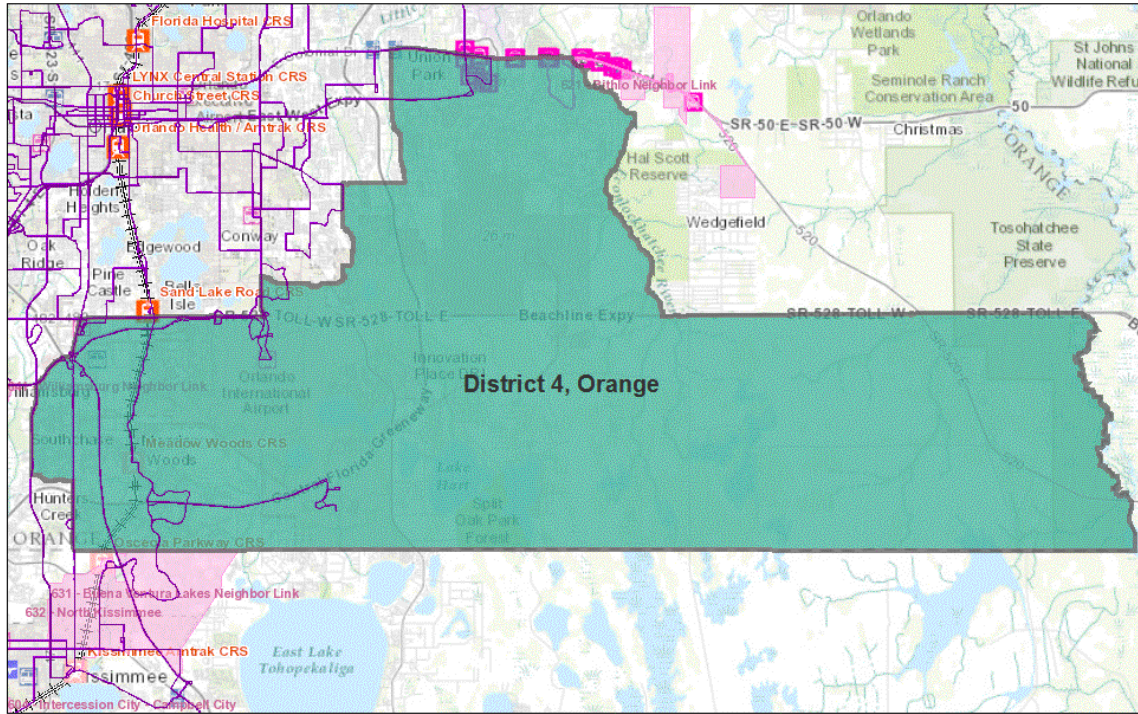


July 7, 2015



Shelter locations	165
Bus Stops	674
Total ridership FY 2014:	14,228,188 Annual Rides
On 28 LYNX Routes:	3,6,7,8,11,13,15,18,28, 29,31,37,38,40,42,50,51, 62,104,107,111,204,208, 212,300,418,436S

Orange County Commissioner District 4

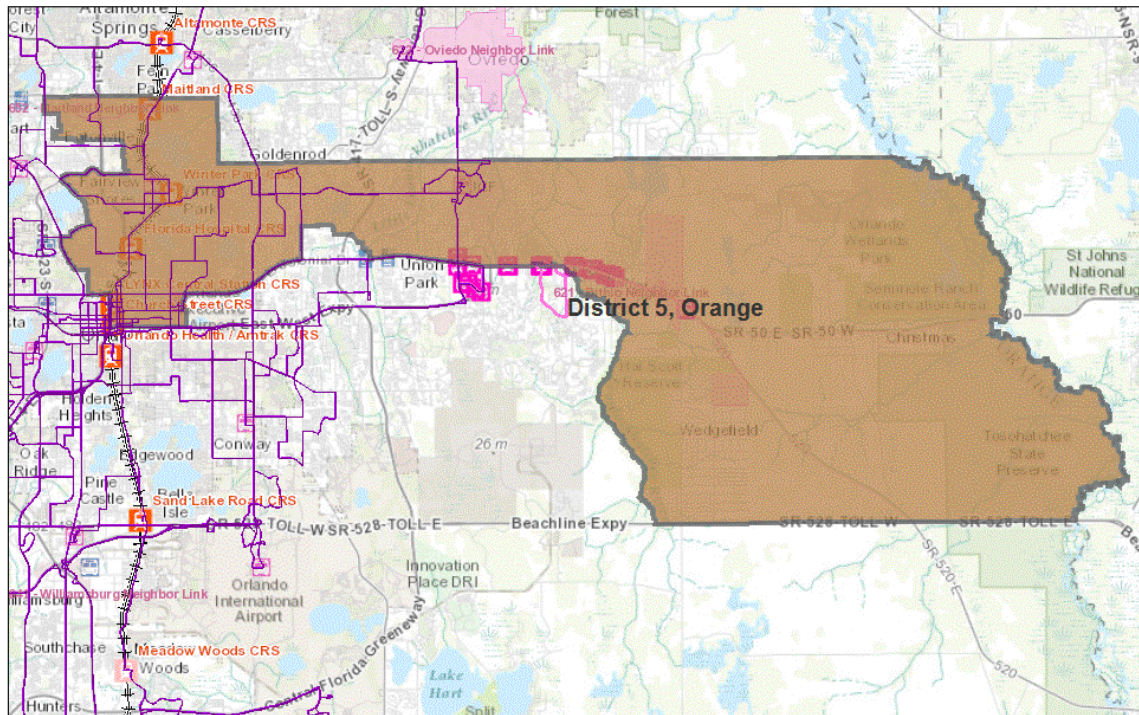


July 7, 2015

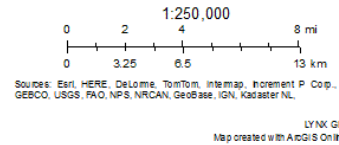
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Sources: Esri, HERE, DeLorme, TomTom, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL
 LYNX GIS
 Map created with ArcGIS Online

Shelter locations	40
Bus Stops	165
Total ridership FY 2014:	7,661,412 Annual Rides
On 18 LYNX Routes:	3,7,11,18,37,42,51,57,104, 107,108,111,208,210,212, 418,441,436S

Orange County Commission District 5

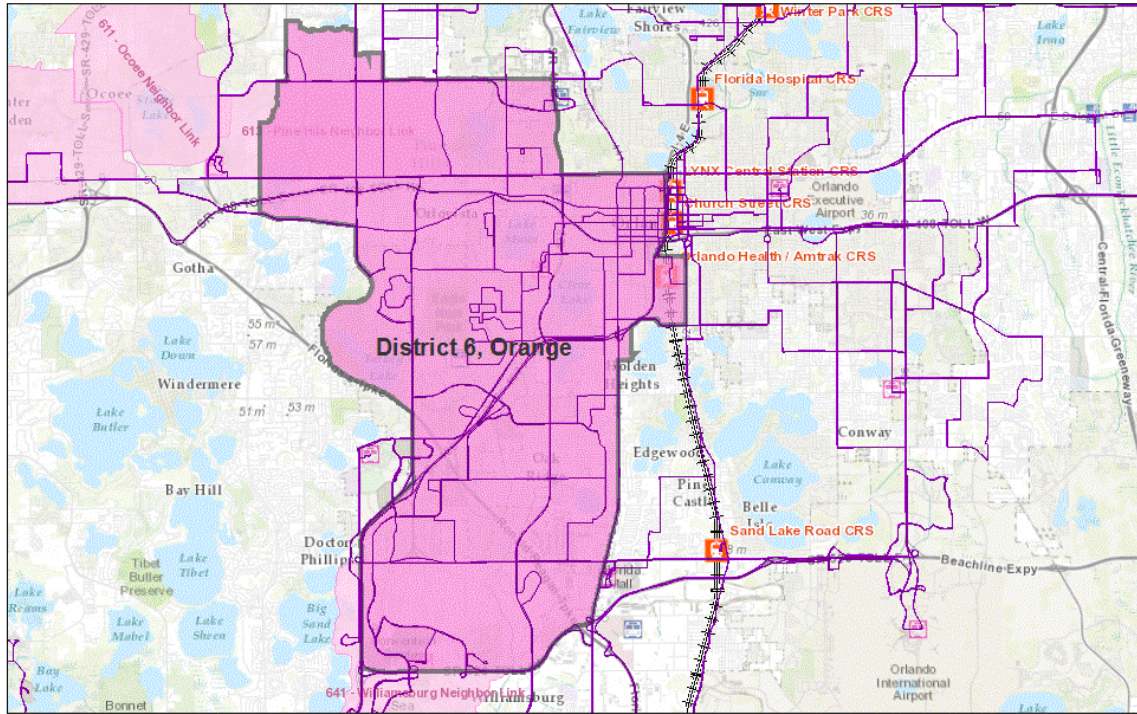


July 7, 2015

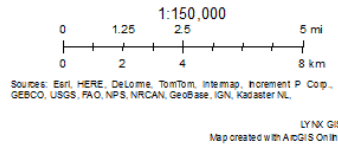


Shelter locations	107
Bus Stops	644
Total ridership FY 2014:	19,984,666 Annual Rides
On 46 LYNX Routes:	1,3,6,7,8,9,11,13,14,15,18,20, 21,23,25,28,29,31,36,38,40,48, 49,50,51,54,62,102,104,105, 106,107,125,204,210,211,212, 300,304,313,319,434,441,443, 17-92,436S

Orange County Commission District 6



July 7, 2015



Shelter locations	326
Bus Stops	1,099
Total ridership FY 2014:	17,960,885 Annual Rides
On 40 LYNX Routes:	7,8,11,18,20,21,24,25,31,36,37,38, 40,42,44,48,49,50,54,57,58,62,105, 106,107,108,111,125,204,208,212, 300,301,302,303,304,305,319,441, 443

Exhibit "B"

DESCRIPTION OF APPROPRIATED AMOUNT

October 2015 - September 2016 \$41,402,815

FY2016 Billing Schedule:	
October 2015	\$ 3,450,235
November 2015	\$ 3,450,235
December 2015	\$ 3,450,235
January 2016	\$ 3,450,235
February 2016	\$ 3,450,235
March 2016	\$ 3,450,235
April 2016	\$ 3,450,235
May 2016	\$ 3,450,235
June 2016	\$ 3,450,235
July 2016	\$ 3,450,235
August 2016	\$ 3,450,235
September 2016	\$ 3,450,230
Total Annual Funding Request from County	\$41,402,815

ADDENDUM TO AGREEMENT

25. The Funding Partner agrees to appropriate forty-one million four hundred two thousand eight hundred fifteen dollars and zero cents (\$41,402,815) to LYNX for fiscal year 2015-2016 for the provision of public transportation services within Orange County in accordance with this Agreement and to be allocated as follows:

(a) The base operating expenditures funding of \$41,402,815 shall be for fixed route bus service, Access LYNX, and other agreed upon services, including, but not limited to:

- (i) Fixed Route Service;
- (ii) Demand Response Service (NeighborLink);
- (iii) Paratransit Service (Access LYNX); and
- (iv) A Meadow Woods LYNX route

26. Service Area means generally unincorporated Orange County, but may include, on a case-by-case basis, municipalities within Orange County, other than the City of Orlando.

Exhibit "C"

SCHEDULE LISTING OF LYNX FUNDING PARTNERS

LYNX FY2016 Local Funding Amounts			
	FY2016 Funding Model Amount	Prepays/ Service Changes	FY2016 Funding Agreement
Operating Funding			
Orange County	\$ 39,701,511	\$ -	\$ 39,701,511
Osceola County	6,393,683	(163,920)	6,229,763
Seminole County	6,175,067	-	6,175,067
City of Orlando	4,046,660	(42,205)	4,004,455
City of Orlando - LYMMO	2,305,411	-	2,305,411
Subtotal	\$ 58,622,332	\$ (206,125)	\$ 58,416,207
Altamonte Springs	\$ 120,900	\$ -	\$ 120,900
Sanford	93,000	-	93,000
Lake County	259,990	-	259,990
Subtotal	\$ 473,890	\$ -	\$ 473,890
Subtotal Operating Funding	\$ 59,096,222	\$ (206,125)	\$ 58,890,097
Capital Contributions			
Orange County	\$ 1,701,304	\$ -	\$ 1,701,304
Osceola County	203,270	-	203,270
Seminole County	214,016	-	214,016
Subtotal	\$ 2,118,590	\$ -	\$ 2,118,590
Total Local Funds	\$ 61,214,812	\$ (206,125)	\$ 61,008,687

Action Agenda Item #6.D

To: LYNX Board of Directors

From: Susan Black
GENERAL MANAGER
Blanche Sherman
(Technical Contact)
Donna Tefertiller
(Technical Contact)

Phone: 407.841.2279 ext: 6058

Item Name: Authorization to Convert the Cigna Health Insurance Plan from Fully-Insured to Self-Insured

Date: 9/11/2015

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to convert the Cigna health insurance plan from a fully-insured plan option to a self-insured plan contract with Cigna for LYNX' employee health insurance beginning January 1, 2016, and take the appropriate steps to implement self-insurance.

BACKGROUND:

LYNX' health insurance expenses have been fluctuating over the past five years, leading to health insurance plan changes, rate increase, and staff review of potential options that could assist with stabilizing cost while providing adequate levels of coverage for staff. The information below briefly recaps the agency's health insurance history over the past five (5) years.

- FY2011 - LYNX participated in the Orange County group medical program.
- FY2012 - LYNX contracted with Florida Blue receiving a 16% decrease in insurance premiums.
- FY2013 - LYNX contracted with Cigna resulting in a 4% increase in insurance premiums.
- FY2014 - LYNX maintained its contract with Cigna for health insurance and received a 16% increase in claims.
- FY2015 - LYNX received an initial proposal during budget development of a 15% increase from Cigna. As budget development continued, additional premium increase

projections were received from Cigna of 20% and 28%. Through plan modifications, LYNX was able to maintain premiums within the budgeted 15% initially projected increase.

As monitoring of health insurance trends and development of the FY2016 budget continued LYNX staff worked with their Broker and discussed options with the Finance and Audit Committee including transitioning from a fully-insured plan to a self-insured plan. Initial health insurance projections during FY2016 Preliminary Budget development from Cigna the current LYNX provider indicated a 26% increase. A secondary proposal from Cigna included a potential 33.14% increase for the existing plan and rates for self insurance, along with preliminary proposals from 3 additional companies SunLife, AIG, and Voya for self-insurance as shown in the table below.

Healthcare Plan Proposal without H.S.A. Component Summary - July 2015		
Description:	Employer FY2016 Projected Cost of Plan	Difference from FY2016 Preliminary Budget Healthcare Cost
FY2016 Preliminary Budgeted (26.0% Increase) - Fully-insured	\$ 8,508,987	\$ -
Cigna Proposed Policy (33.14% Increase) - Fully-insured	\$ 8,881,356	\$ 372,369
Cigna 12-12 (16.1% Increase) - Self-insured	\$ 7,992,678	\$ (516,310)
Cigna 12-15 (25.0% Increase) - Self-insured	\$ 8,456,835	\$ (52,153)
SunLife 12-12 (16.5% Increase) - Self-insured	\$ 7,995,285	\$ (513,702)
SunLife 12-15 (26.8% Increase) - Self-insured	\$ 8,550,709	\$ 41,722
AIG 12-12 (18.8% Increase) - Self-insured	\$ 8,133,489	\$ (375,498)
AIG 12-15 (31.6% Increase) - Self-insured	\$ 8,801,041	\$ 292,054
Voya 12-12 (18% Increase) - Self-insured	\$ 8,091,767	\$ (417,220)
Voya 12-15 (34% Increase) - Self-insured	\$ 8,926,207	\$ 417,220

Discussions with potential providers continued leading to August 2015 proposals for health insurance coverage being submitted by Cigna, SunLife, and AIG; including an updated proposal for a best and final offer for the current LYNX plan with Cigna that represents an increase in rates of 24.53% over the current FY2015 rates. The LYNX share of the annual plan cost and the difference of the plan cost for each provider compared to the FY2016 Proposed Operating Budget total for healthcare expense are shown in the table below. The health savings account share of the plan will remain constant and therefore is not included in the costs identified in the chart below.

Healthcare Plan Proposal without H.S.A. Component Summary - September 2015		
Description:	Employer Cost of Plan	Difference from FY2016 Proposed Budgeted Healthcare Cost
FY16 Preliminary Budgeted (26.0% Increase) - Fully-insured	\$ 8,540,470	\$ -
Cigna Proposed Policy (24.53% Increase) - Fully-insured	\$ 8,463,438	\$ (77,031)
Cigna 12-12 (5.4% Increase) - Self-insured	\$ 7,460,981	\$ (1,079,489)
Cigna 12-36 (12.3% Increase) - Self-insured	\$ 7,822,558	\$ (717,912)
Cigna 12-36 (17.6% Increase) - Gallagher Projection Self-insured	\$ 8,100,290	\$ (440,180)
SunLife 12-12 (12.8% Increase) - Self-insured	\$ 7,848,759	\$ (691,711)
SunLife 12-15 (23.21% Increase) - Self-insured	\$ 8,394,267	\$ (146,203)
AIG 12-12 (13.9% Increase) - Self-insured	\$ 7,906,401	\$ (634,069)
AIG 12-15 (26.4% Increase) - Self-insured	\$ 8,561,431	\$ 20,961

Based on the offers received, LYNX staff believes that the most viable option for health insurance coverage for FY2016 would be the Gallagher projection for Cigna self-insured 12-36, which represents a decrease over the FY2016 Proposed Operating Budget of \$440,180. LYNX staff believes modifying the health insurance to self-insured will provide long-term financial benefits and would also allow for plan stability over continuing with a fully-insured plan.

Transitioning to self-insured would require LYNX to undertake several key steps as detailed below.

1. **112.08 Filing** - Florida Statue requires that a self funded plan offered by a public entity maintain surplus assets equal to at least 60 days of claims either as assets in the plan or in the form of unencumbered surplus elsewhere in the organization to pay claims. These funds are in addition to the run out liability. The entity is required to submit an annual filing documenting that it has sufficient surplus. The initial filing needs to be completed in advance of the effective date of the plan, and Gallagher’s actuaries will complete this on a timely basis. The funds do not need to be moved to a separate bank account, but must be available in the event the plan becomes insolvent. The 60-day target equates to approximately \$1.6 million dollars.

If 60 days of funds are not available LYNX would file the initial report showing the available funds and write a plan on how the remaining funds will be captured throughout the year. The Office of Insurance Regulation (OIR) will have the discretion on whether or not to accept this method. This method estimates the total annual expected costs of approximately \$9.4 million per Cigna or \$10 million per Gallagher for the self insured plan. The best and final fully-insured plan is estimated at \$10.7 million with a delta that would allow for the surplus requirement to be captured.

2. **Banking Setup** - Once LYNX has submitted the appropriate paperwork to the State and it has been accepted by the OIR, the banking setup would be completed as follows:
 - a. An imprest balance would be provided in advance to have funds in place to pay for claims. The balance is recommended to be funded on a weekly basis. Claims are pulled on a daily basis. There is also an option to not have an imprest balance;

however, this would require daily funding on LYNX' part and may be administratively burdensome. The imprest amount would be set with Cigna's underwriters.

- b. LYNX has the option to decide whether or not the funds would be transferred by LYNX or by the vendor banks (either Citibank or JP Morgan Chase). Also, Gallagher is reviewing whether another bank can be used if the bank vendor solution is chosen.
3. **Claims Reconciliation** - As part of the banking component, LYNX will want to reconcile the claims against what was actually deducted. Cigna will provide weekly backup, as well as, monthly banking reports to assist in this reconciliation.
 4. **Health Insurance Portability and Accountability Act (HIPAA) Privacy Policy** - LYNX will need to create a HIPAA Policy since the self-insured plan would provide access to private health information. Gallagher is available to assist LYNX with policy creation.
 5. **Administrative Only Agreement (ASO) Contract** - Cigna will provide an ASO and Stop Loss Contract for review and execution prior to payment of claims.
 6. **Plan Document Creation** - LYNX will create an overall plan document for the transition to self-insured that outlines all eligibility, claims, appeals, etc. The most significant step of the transition would be setting up the banking vendor to allow funding of the self-insurance account if the bank vendor option is chosen. LYNX would also need to determine the funding frequency, initiation, and method to move forward with self-insurance.

LYNX staff proposes and the Finance and Audit Committee concurs that migrating to the Cigna 12-36 Self-insured Health Plan Option based on the Gallagher projection for the FY2016 budget year is the best option for healthcare coverage.

FISCAL IMPACT:

LYNX staff included \$8,540,470 for healthcare expenses, not including the health savings account, in the FY2016 Proposed Operating Budget. The projected FY2015 healthcare expenses are \$7,948,494 under the existing fully-insured plan option.

Information Item A: Notification of Settlement Agreement

To: LYNX Board of Directors

From: David Dees
 DIRECTOR OF RISK MANAGEMENT
 Cynthia Kuffel
 (Technical Contact)

Phone: 407.841.2279 ext: 6127

Item Name: Notification of Settlement Agreement
 Notification of Settlement Agreement Notice of Settlement Provided to Board Pursuant to Administrative Rule 6

Date: 9/11/2015

LYNX General Liability Settlements (July 1, 2015 through 8/19/2015)

Claimant	Date of Incident	Short Description	Settlement Amount	Date Paid
George Arnold	9/15/2012	Passenger Injury	\$27,000.00	8/6/2015
Sherry Fowler	9/6/2013	Passenger Injury	\$125,000.00	8/11/2015
Katrina Burnham as parent of Ja'Aya Scott; Ja'Kayah Scott; Jyra Bynum and Jaheim Collins	11/4/2014	Vehicular Accident	\$4,000.00	8/7/2015
Gloria Smith	6/13/2014	Vehicular Accident	\$1,096.09	8/7/2015

Information Item B: Parramore BRT Project Update

To: LYNX Board of Directors

From: Susan Black
GENERAL MANAGER
Laura Minns
(Technical Contact)
Blanche Sherman
(Technical Contact)

Phone: 407.841.2279 ext: 6058

Item Name: Parramore BRT Project Update

Date: 9/11/2015

Background

LYNX and Balfour Beatty Construction, LLC (BBC) entered into Contract No. 14-C26 on February 24, 2015 and Notice to Proceed (NTP) for construction was given March 26, 2015. The Guaranteed Maximum Price (GMP) for the contract totals \$12,031,480. The total LYMMO Parramore project budget includes contingency of \$1,083,918.

This contract is separated into two discrete sub-projects as follows:

- Bus Rapid Transit (BRT) Lime Line: BBC was awarded a GMP of \$11,444,021. The total project contingency for the BRT construction is \$1,030,198.
- Environmental Remediation: BBC was awarded a GMP of \$587,459. The total project contingency for the environmental remediation effort is \$53,720.

Parramore BRT Lime Line Change Orders

The following change order log represents the change orders authorized by the LYNX Board of Directors for the Parramore BRT project.

Change Order #	Description	Amount
1	City of Orlando Permitting Fees	\$241,000
2	I-4 Ultimate Project – Deductive	(\$227,700)
3	Depression in soil – Livingston Street Right-of-way	\$475,000
Total authorized BRT Project Changes		\$488,300

Deductive change order #2 results from the construction activities of the I-4 Ultimate project. The tasks deducted from the BBC scope of work will be performed by others once the construction of I-4 is completed. LYNX is awaiting direction from the Federal Transit

LYNX Board Agenda

Administration (FTA) as to whether this change will result in de-scoping of the grant funding this effort, or whether the funds made available through this deductive change order may be moved to BRT project contingency for use in other allowable Parramore BRT project costs.

If FTA allows LYNX to use project funds associated with change order #2 for other project requirements, the remaining contingency in the Parramore BRT Lime Line project will be \$541,898. If FTA determines change order #2 requires grant de-scoping, the remaining contingency in the Parramore BRT Lime Line project will be \$314,198.

Parramore Environmental Change Orders

There have been no change orders authorized for the Parramore Environmental Remediation project to date.

Monthly Report A: Financial Reports

To: LYNX Board of Directors

From: Blanche Sherman
DIRECTOR OF FINANCE
Patricia Bryant
(Technical Contact)

Phone: 407.841.2279 ext: 6100

Item Name: Monthly Financial Reports - July 31, 2015

Date: 9/11/2015

Please find attached the monthly financial report for the ten months ending July 31, 2015. LYNX' Statement of Revenues, Expenses, and Changes in Net Assets (Operating Statement) for the ten months ending July 31, 2015 reflect total revenue earned in the amount of \$100,727,810 and total expenses incurred in the amount of \$95,395,179 resulting in a net operating profit of \$5,332,631.

- Fixed route, Vanpool, and NeighborLink services resulted in an operating profit of \$5,160,540 for the ten months of the fiscal year.
- Paratransit services resulted in an operating profit of \$172,091 for the ten months of the fiscal year.

Fixed Route Operations:

The year-to-date Operating Revenues are 98% of budgeted amount as of July 31, 2015. Customer fares are 4% lower than the budgeted amount year-to-date.

Advertising revenue is 53% higher than budget for the month of July 2015 and year-to-date is 13% higher than the budgeted amount. Actual revenues through July 31, 2015, for advertising on buses, shelters, and in-kind (trade) transactions are \$1,237,849, \$526,484, and \$0, respectively. Direct Media's staff continue to enhance LYNX' advertising program and to increase the advertising revenue stream. Direct Media's sales staff is actively seeking new clients and working with existing clients to offer an attractive and affordable advertising program.

In an attempt to stabilize fuel cost in the future, LYNX' staff entered into a fuel hedging arrangement with Merrill Lynch Commodities, Incorporated. During the month of July 2015, LYNX locked in eighty-one percent (81%) of the total monthly purchases, resulting in the cap (LYNX locked) prices higher than the future (float) prices. At this time, LYNX is 16% under budget year-to-date. In the month of July LYNX paid an average price of \$1.76 (net) per gallon for diesel fuel and \$1.71 (net) per gallon for bio-diesel, plus fuel hedging losses which is lower

than the budgeted price per gallon of \$3.17 (net). The national diesel fuel price for the month of July 2015 was \$2.45 (net).

LYNX' staff proactively seeks ways to maximize operational efficiencies and improve services. As a result, fixed route operating expenses for salaries and wages are 3% under budget due to various position vacancies. Vehicle repairs and maintenance expenses are 12% under budget year-to-date, while overall materials and supplies expenses are 11% under budget. Legal service expenses are 47% higher than budget year-to-date, however overall other services are 18% less than budget year-to-date. Facility lease expenses are 47% higher than budgeted year to date due to the addition of the leased facility to replace South Street, however overall lease and miscellaneous expense are on target at 100% of budget. Casualty and liability expenses are 8% lower than budgeted year-to-date. Professional service expenses related to various planning projects remain less than anticipated year-to-date.

Paratransit Operations:

The operating profit from Paratransit operations as of July 31, 2015, reflects the continued decrease in total trips provided associated with the termination of Medicaid program trips effective March 2015. The year-to-date cost of unleaded fuel is 7% higher than budgeted. During the month of July 2015, LYNX locked in forty-three percent (43%) of the total monthly purchases, resulting in cap (LYNX locked) prices higher than the future (float) prices. The fuel is budgeted at a net price of \$2.97 (net) per gallon in the FY2015 budget. LYNX is currently paying \$2.03 (net) per gallon, plus fuel hedging losses. The national unleaded fuel price for the month of July 2015 was \$2.55 (net). An analysis of year-to-date purchased transportation trips and costs, excluding the one-time capital cost reimbursement authorized by the Board in March, is as follows:

ACCESS LYNX			
FY2015	Trips (Year-to-Date)	Blended Trip Rate	Costs
Actual (with est.)	399,496	\$28.77	\$11,492,167
Budget (rounding)	427,650	\$28.29	\$12,099,428
Trips / Costs Over (Under) Budget	(28,154)	\$.48	(\$607,261)

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY
BALANCE SHEETS
July 31, 2015 and 2014
(UNAUDITED)

	<u>2015</u>	<u>2014</u>
ASSETS		
CURRENT ASSETS:		
Cash and cash equivalents	\$ 44,387,738	\$ 24,345,525
Receivables:		
Local, trade and operating assistance	9,965,634	6,115,587
Federal grants	7,932,516	17,334,941
State grants	4,478,823	4,798,408
Inventory	2,067,135	1,720,087
State fuel tax refund	234,653	50,623
Prepaid expenses and other assets	698,679	425,775
Total current assets	<u>69,765,177</u>	<u>54,790,946</u>
NONCURRENT ASSETS:		
Restricted cash and cash equivalents	<u>2,235,872</u>	<u>3,277,520</u>
Property and equipment:		
Land	8,571,465	8,571,465
Buildings and shelters	96,500,763	93,622,407
BRT Roadway	6,400,454	-
Revenue vehicles	155,345,474	142,896,713
Furniture, Fixtures & Equipment	37,043,879	32,863,804
Leasehold improvements	110,109	38,699
Total property and equipment	<u>303,972,143</u>	<u>277,993,088</u>
Less: accumulated depreciation	(168,734,184)	(144,786,184)
Construction in progress	<u>11,847,920</u>	<u>20,364,895</u>
Net property and equipment	<u>147,085,879</u>	<u>153,571,799</u>
Other assets	<u>234,450</u>	<u>224,757</u>
Total noncurrent assets	<u>149,556,201</u>	<u>157,074,076</u>
TOTAL ASSETS	<u>219,321,379</u>	<u>211,865,022</u>
DEFERRED OUTFLOW OF RESOURCES		
Accumulated decrease in fair value of fuel hedge instrument	<u>828,151</u>	<u>62,919</u>

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY
BALANCE SHEETS
July 31, 2015 and 2014
(UNAUDITED)

	2015	2014
LIABILITIES AND NET POSITION		
CURRENT LIABILITIES:		
Accounts payable	\$ 9,485,622	\$ 7,347,517
Accrued salaries and related taxes	1,215,605	3,134,639
Accrued compensated absences, current	3,967,050	3,581,399
Accrued self-insurance liability, current	2,103,398	2,128,430
Leases payable, current	-	310,201
Loans payable, current	797,282	781,649
Unearned operating revenue	10,301,381	1,382,562
Unearned capital	3,952,147	3,043,917
Derivative instrument - fuel hedge	828,151	62,919
Total current liabilities	32,650,636	21,773,233
 NONCURRENT LIABILITIES:		
Loans payable	813,225	1,610,507
Net OPEB Obligation	1,424,525	1,189,525
Accrued compensated absences, long-term	523,380	510,595
Accrued self-insurance liability, long-term	4,740,623	6,291,109
Total noncurrent liabilities	7,501,753	9,601,736
Total liabilities	40,152,389	31,374,969
 NET POSITION:		
Invested in capital assets, net of related debt	143,888,224	148,862,827
Restricted - Capital Projects	-	91,276
Unrestricted	36,108,917	31,598,869
Total net position	179,997,141	180,552,972
 TOTAL LIABILITIES AND NET POSITION	 \$ 220,149,530	 \$ 211,927,941

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY
STATEMENT OF REVENUES AND EXPENSES
FOR THE MONTH OF JULY 2015 AND THE TEN MONTHS ENDED JULY 31, 2015
(UNAUDITED)

	Year to Date			Month of July		
	Budget	Actual	%	Budget	Actual	%
OPERATING REVENUES						
Customer Fares	\$ 24,609,090	\$ 23,576,974	96%	\$ 2,460,909	\$ 2,530,018	103%
Contract Services:						
Local Financial Assistance	11,076,857	10,837,975	98%	1,107,686	1,056,695	95%
Other Contractual Services	4,005,303	3,957,105	99%	400,530	361,183	90%
Advertising	1,587,500	1,789,333	113%	158,750	242,915	153%
Other Operating Income	305,833	493,059	161%	30,583	107,441	351%
Total Operating Revenues	<u>41,584,584</u>	<u>40,654,445</u>	98%	<u>4,158,458</u>	<u>4,298,252</u>	103%
NONOPERATING REVENUES						
Operating assistance grants:						
Federal	-	-		-	-	
State of Florida	8,289,788	8,419,403	102%	828,979	841,940	102%
Local	38,179,890	38,293,573	100%	3,820,779	3,815,199	100%
Planning and other assistance grants:						
Federal - Other	13,136,557	11,158,679	85%	1,299,370	1,213,051	93%
State of Florida - Other	2,874,875	2,071,484	72%	290,277	232,287	80%
Local Matching - Other	-	1,388	N/A	-	122	N/A
Interest Income	41,667	25,280	61%	4,167	2,238	54%
Gain / (Loss) on Sale of Assets	-	103,558	N/A	-	(1,000)	N/A
Total Nonoperating Revenues	<u>62,522,776</u>	<u>60,073,365</u>	96%	<u>6,243,572</u>	<u>6,103,837</u>	98%
Total Revenues	<u>104,107,361</u>	<u>100,727,810</u>	97%	<u>10,402,030</u>	<u>10,402,089</u>	100%
OPERATING EXPENSES						
Salaries and Wages	37,203,069	35,885,095	96%	3,720,307	3,643,981	98%
Fringe Benefits	21,794,397	19,415,638	89%	2,179,440	2,035,271	93%
Purchased Transportation Services	14,098,478	13,814,802	98%	1,415,428	1,276,924	90%
Fuel	13,423,842	11,773,802	88%	1,342,384	1,217,949	91%
Other Materials and Supplies	6,176,377	5,488,395	89%	617,638	536,868	87%
Professional Services	4,228,417	1,525,397	36%	422,867	144,113	34%
Other Services	4,718,626	3,807,664	81%	471,838	361,149	77%
Lease and Miscellaneous Expenses	745,277	743,609	100%	74,528	119,929	161%
Casualty and Liability Insurance	1,487,792	1,364,877	92%	148,779	95,770	64%
Utilities	1,199,447	1,126,333	94%	119,945	134,500	112%
Taxes and Licenses	355,701	422,726	119%	35,570	52,714	148%
Interest Expense	39,868	26,842	67%	3,987	2,684	67%
Total Operating Expenses	<u>105,471,289</u>	<u>95,395,179</u>	90%	<u>10,552,709</u>	<u>9,621,853</u>	91%
OPERATING GAIN / (LOSS)	<u>\$ (1,363,929)</u>	<u>\$ 5,332,631</u>	N/A	<u>\$ (150,679)</u>	<u>\$ 780,236</u>	N/A

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY
FIXED-ROUTE, VANPOOL AND NEIGHBORLINK SEGMENT
STATEMENT OF REVENUES AND EXPENSES
FOR THE MONTH OF JULY 2015 AND THE TEN MONTHS ENDED JULY 31, 2015
(UNAUDITED)

	Year to Date			Month of July		
	Budget	Actual	%	Budget	Actual	%
OPERATING REVENUES						
Customer Fares	\$ 23,104,541	\$ 22,177,497	96%	\$ 2,310,454	\$ 2,385,124	103%
Contract Services:						
Local Financial Assistance	11,076,857	10,837,975	98%	1,107,686	1,056,695	95%
Other Contractual Services	-	218,803	N/A	-	47,469	N/A
Advertising	1,587,500	1,789,333	113%	158,750	242,915	153%
Other Operating Income	305,833	493,059	161%	30,583	107,441	351%
Total Operating Revenues	<u>36,074,732</u>	<u>35,516,667</u>	98%	<u>3,607,473</u>	<u>3,839,645</u>	106%
NONOPERATING REVENUES						
Operating assistance grants:						
Federal	-	-	N/A	-	-	
State of Florida	8,289,788	8,419,403	102%	828,979	841,940	102%
Local	30,724,643	30,838,328	100%	3,075,254	3,069,674	100%
Planning and other assistance grants:						
Federal - Other	10,741,640	8,745,193	81%	1,059,878	805,537	76%
State of Florida - Other	2,874,875	2,071,484	72%	290,277	232,287	80%
Local Matching - Other	-	1,388	N/A	-	122	N/A
Interest Income	41,667	25,280	61%	4,167	2,238	54%
Gain / (Loss) on the Sale of Assets	-	103,558	N/A	-	(1,000)	N/A
Total Nonoperating Revenues	<u>52,672,613</u>	<u>50,204,633</u>	95%	<u>5,258,555</u>	<u>4,950,798</u>	94%
Total Revenues	<u>88,747,345</u>	<u>85,721,300</u>	97%	<u>8,866,028</u>	<u>8,790,443</u>	99%
OPERATING EXPENSES						
Salaries and Wages	36,845,933	35,580,681	97%	3,684,593	3,612,010	98%
Fringe Benefits	21,561,962	19,250,625	89%	2,156,196	2,015,858	93%
Purchased Transportation Services	1,748,312	1,811,002	104%	180,411	189,834	105%
Fuel	11,462,017	9,683,419	84%	1,146,202	981,687	86%
Other Materials and Supplies	6,157,960	5,481,591	89%	615,796	536,771	87%
Professional Services	4,012,417	1,438,811	36%	401,267	134,790	34%
Other Services	4,517,524	3,724,506	82%	451,727	351,910	78%
Lease and Miscellaneous Expenses	739,528	742,055	100%	73,953	119,146	161%
Casualty and Liability Insurance	1,487,792	1,364,877	92%	148,779	95,770	64%
Utilities	1,152,925	1,091,073	95%	115,292	130,478	113%
Taxes and Licenses	326,703	365,278	112%	32,670	46,699	143%
Interest Expense	39,868	26,842	67%	3,987	2,684	67%
Total Operating Expenses	<u>90,052,938</u>	<u>80,560,760</u>	89%	<u>9,010,874</u>	<u>8,217,636</u>	91%
OPERATING GAIN / (LOSS)	<u>\$ (1,305,594)</u>	<u>\$ 5,160,540</u>	N/A	<u>\$ (144,846)</u>	<u>\$ 572,807</u>	N/A

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY
PARATRANSIT SEGMENT
STATEMENT OF REVENUES AND EXPENSES
FOR THE MONTH OF JULY 2015 AND THE TEN MONTHS ENDED JULY 31, 2015
(UNAUDITED)

	Year to Date			Month of July		
	Budget	Actual	%	Budget	Actual	%
OPERATING REVENUES						
Customer Fares	\$ 1,504,549	\$ 1,399,477	93%	\$ 150,455	\$ 144,894	96%
Contract Services:						
Local Financial Assistance	-	-	N/A	-	-	N/A
Other Contractual Services	4,005,303	3,738,302	93%	400,530	313,713	78%
Advertising	-	-	N/A	-	-	N/A
Other Operating Income	-	-	N/A	-	-	N/A
Total Operating Revenues	<u>5,509,853</u>	<u>5,137,779</u>	93%	<u>550,985</u>	<u>458,607</u>	83%
NONOPERATING REVENUES						
Operating assistance grants:						
Federal	-	-	N/A	-	-	N/A
State of Florida	-	-	N/A	-	-	N/A
Local	7,455,247	7,455,245	100%	745,525	745,525	100%
Planning and other assistance grants:						
Federal - Other	2,394,917	2,413,487	101%	239,492	407,514	170%
State of Florida - Other	-	-	N/A	-	-	N/A
Local Matching - Other	-	-	N/A	-	-	N/A
Interest Income	-	-	N/A	-	-	N/A
Gain / (Loss) on the Sale of Assets	-	-	N/A	-	-	N/A
Total Nonoperating Revenues	<u>9,850,163</u>	<u>9,868,732</u>	100%	<u>985,017</u>	<u>1,153,039</u>	117%
Total Revenues	<u>15,360,016</u>	<u>15,006,510</u>	98%	<u>1,536,002</u>	<u>1,611,646</u>	105%
OPERATING EXPENSES						
Salaries and Wages	357,136	304,413	85%	35,714	31,972	90%
Fringe Benefits	232,435	165,013	71%	23,244	19,413	84%
Purchased Transportation Services	12,350,166	12,003,801	97%	1,235,017	1,087,090	88%
Fuel	1,961,825	2,090,383	107%	196,183	236,262	120%
Other Materials and Supplies	18,417	6,804	37%	1,842	97	5%
Professional Services	216,000	86,586	40%	21,600	9,324	43%
Other Services	201,103	83,158	41%	20,110	9,239	46%
Lease and Miscellaneous Expenses	5,749	1,554	27%	575	783	136%
Casualty and Liability Insurance	-	-	N/A	-	-	N/A
Utilities	46,523	35,259	76%	4,652	4,022	86%
Taxes and Licenses	28,998	57,448	198%	2,900	6,014	207%
Interest Expense	-	-	N/A	-	-	N/A
Total Operating Expenses	<u>15,418,351</u>	<u>14,834,419</u>	96%	<u>1,541,835</u>	<u>1,404,216</u>	91%
OPERATING GAIN / (LOSS)	<u>\$ (58,335)</u>	<u>\$ 172,091</u>	N/A	<u>\$ (5,833)</u>	<u>\$ 207,430</u>	N/A

Monthly Report B: LYNX American Recovery and Reinvestment Act Project Status Report

To: LYNX Board of Directors

From: Andrea Ostrodka
DIRECTOR OF PLAN & DEVELOP
Belinda Balleras
(Technical Contact)
Prahallad Vijayvargiya
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Phone: 407.841.2279 ext: 6019

Item Name: LYNX American Recovery and Reinvestment Act Project Status Report

Date: 9/11/2015

Project Activities:

LYNX placed an order for thirty-one (31) paratransit vehicles in April 2015, twelve (12) of which are being funded by ARRA. Vehicle acceptance by LYNX should occur in early September, which would allow for final drawdown of ARRA funds prior to the closeout of ECHO system during the last week of September 2015.

This is the remaining open project which will satisfy 100% completion of stimulus projects funded under ARRA. Upon contract completion for the paratransit vehicles, this ARRA grant will be closed.

Monthly Report C: Ridership Report

To: LYNX Board of Directors

From: **Andrea Ostrodka**
DIRECTOR OF PLAN & DEVELOP
JAMES RODRIGUEZ
(Technical Contact)
OLANREWAJU ADELEKAN
(Technical Contact)
Douglas Robinson
(Technical Contact)

Phone: 407.841.2279 ext: 6019

Item Name: Ridership Report June 2015 (Final)

Date: 9/11/2015

LYNX RIDERSHIP SNAPSHOT

The big picture: in the last five years, **transit ridership has grown by more than 22%**.

Annual system-wide ridership in 2009 was 24,616,414. In 2014 the ridership had grown to 30,141,247.

Total system-wide ridership for the nine months October 2014 through June 2015 is 22,191,507. This is within approximately 2% of ridership levels for the first nine months of FY 2014. Ridership projections indicate that overall, the system will likely end this fiscal year slightly higher than last fiscal year. The fiscal year ends September 30.

There have been some major changes in travel patterns over the last 18 months as three new routes have been introduced to serve the burgeoning **Lake Nona/Medical City** area; new NeighborLinks in **Goldsboro** and **Maitland** have started; downtown Orlando's LYMMO system has expanded to the **North Quarter** and into **Parramore** and **Thornton Park** neighborhoods; and area residents have started over 40 new vanpools. Over the same period, Links 200 and 204 (express services between downtown Orlando and Volusia and Lake counties, respectively) were eliminated based on funding availability from those counties; and Link 103 (North 17-92 Sanford) and FastLink 17/92 (Sanford/Orlando) experienced ridership declines as **passengers switched to SunRail**. Meanwhile, ridership on Link 102 (Orange Avenue/South 17-92) increased significantly due to riders making their "**last mile connections**" between SunRail and their places of work.

Finally, special shuttles ridership has increased significantly this year, in large part from direct connecting service to Orlando City major league soccer games at the newly renovated Citrus

Bowl. LYNX staff continue to work with the Orlando City Soccer Club as their new stadium is constructed between Church Street and Central Boulevard at Parramore Avenue.

YEAR TO DATE (October 2104 to June 2015)

<i>Service Mode</i>	<i>Oct-Jun(FY2014)</i>	<i>Oct-Jun(FY2015)</i>	<i>% Change</i>
LYMMO (ORANGE LINE)	636,507	677,301	6.41%
LYMMO (GRAPEFRUIT LINE)	61,639	352,686	N/A
REGULAR FIXED-ROUTE	20,802,919	20,255,832	-2.63%
NEIGHBORLINK	119,256	134,400	12.70%
SUBTOTAL - FIXED ROUTE	21,620,321	21,420,219	-0.93%
SPECIAL SHUTTLE	22,120	108,830	N/A
EXPRESS LINK 208	953	8,965	N/A
ACCESSLYNX	594,975	390,305	-34.40%
VANPOOL	244,286	263,188	7.74%
SUBTOTAL - OTHER SERVICES	862,334	771,288	-10.56%
TOTAL ALL SERVICES	22,482,655	22,191,507	-1.29%

LYNX has readjusted the running times over the last two service changes on most of its routes to improve on-time performance and make better connections for our customers. As part of the regular service change process, LYNX uses Board-approved documents such as the Transit Development Plan and the Comprehensive Operational Analysis to determine the service improvements needed and the timing for implementing them. For the August 2015 service change, LYNX will initiate two limited stop routes to Medical City, one from Downtown Orlando and the other from Downtown Kissimmee.

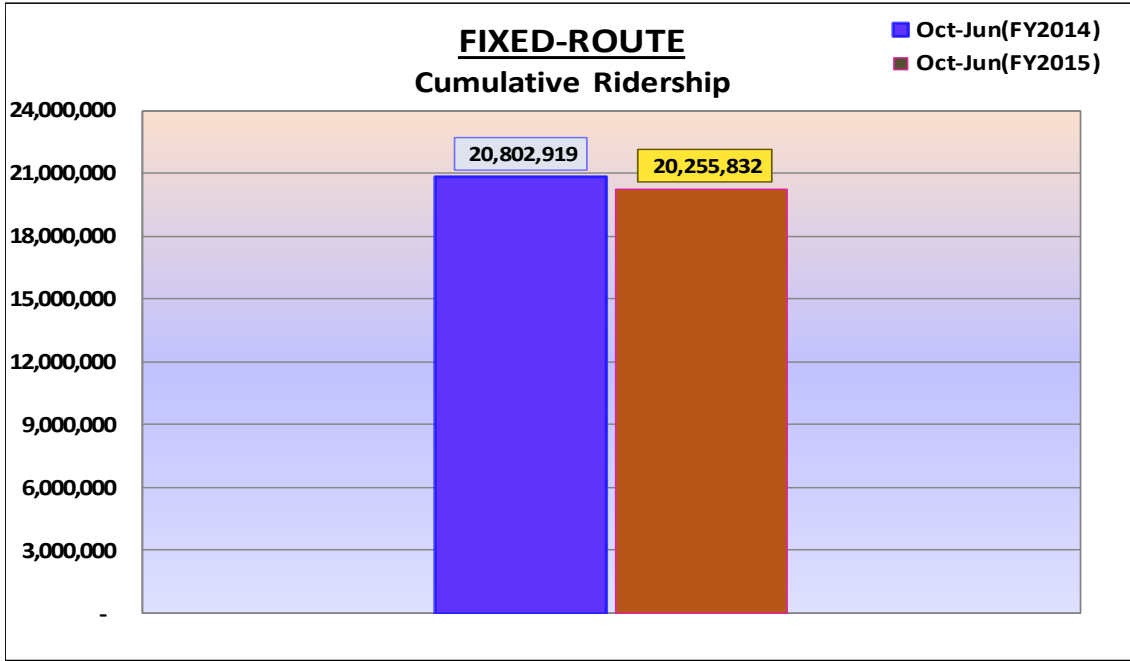
LYMMO: The creation of the Grapefruit Line in 2014 and the extension of the Orange Line this year has LYMMO ridership surpassing the one million mark already this year.

NeighborLink: A new route servicing Maitland is just one reason that NeighborLink ridership has grown by nearly 13% so far this fiscal year. Communities such as Goldsboro in Seminole County have embraced this flexible and convenient mobility option.

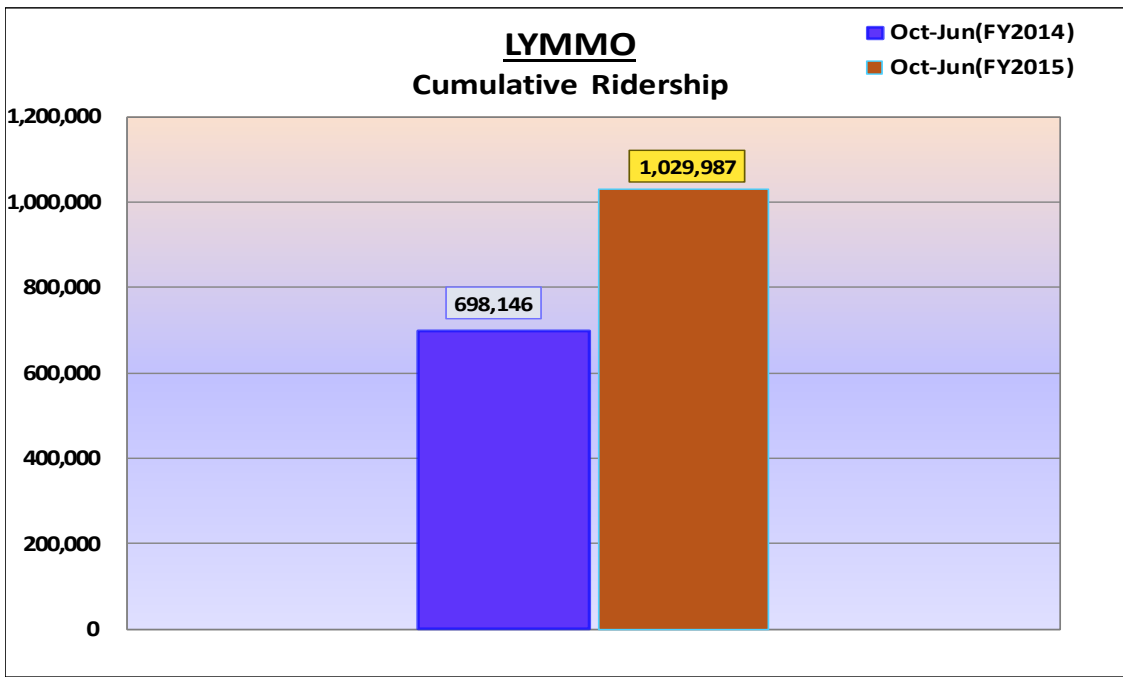
VanPool: The number of vanpools in service have increased by 40 over the last fiscal year giving LYNX a 7.74% increase in ridership so far this year.

Fixed-Route: Fixed route ridership was affected by elimination of Links 200 and 204 which were policy decisions by our funding partners. Other routes such as Link 103 and FastLink 17-92 have experienced a decline in ridership as passengers on those routes have moved over to SunRail. Ridership losses from these four routes alone are projected to be on the order of 200,000 customers annually.

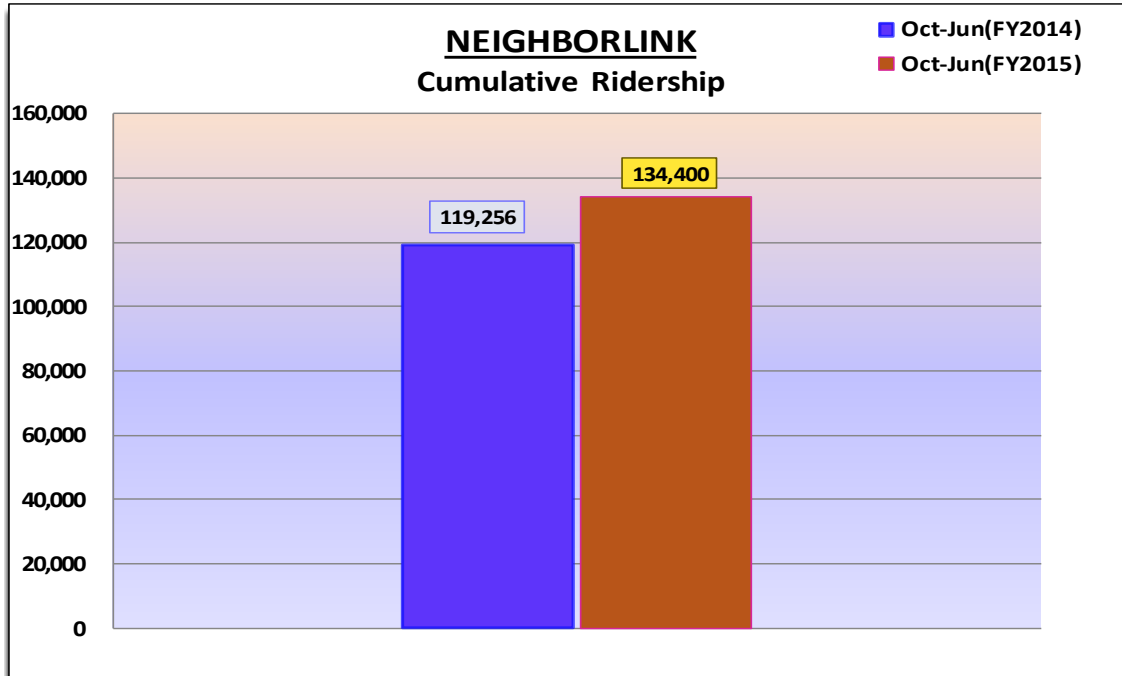
AccessLYNX: Due to a change in Medicaid policies which occurred in 2014, LYNX has experienced a significant, but not unexpected, decline in ridership. This decline is on the order of 34%.



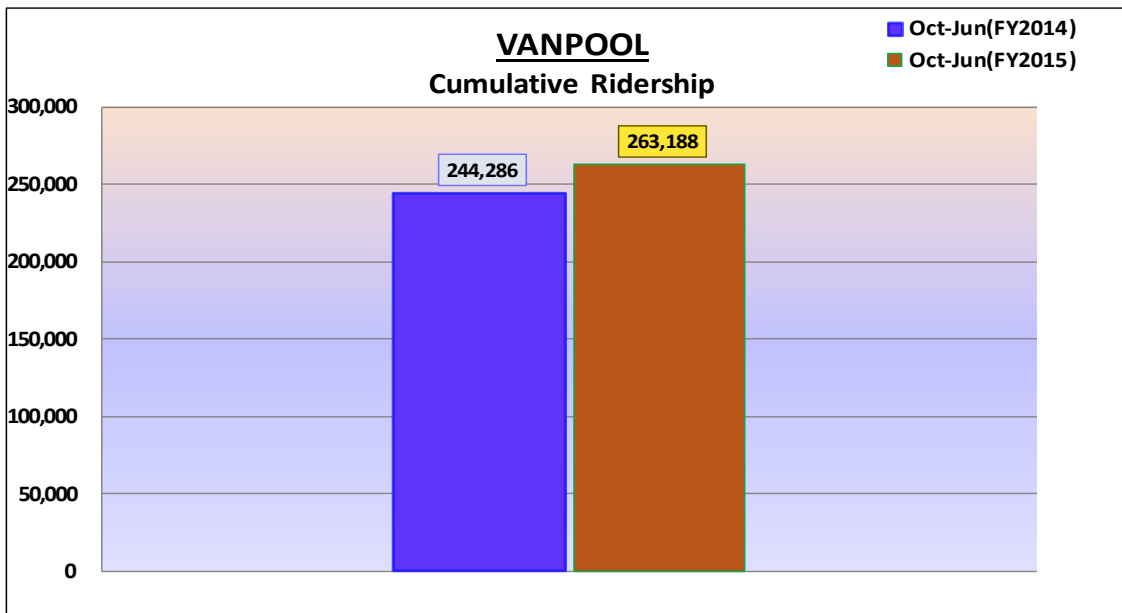
	<i>Fy TOTAL</i>	
Oct-Jun(FY2014)	20,802,919	Significant decrease in gasoline costs may account for the slight decrease in fixed-route ridership
Oct-Jun(FY2015)	20,255,832	
Change (%)	-2.63%	



	<i>Fy TOTAL</i>	
Oct-Jun(FY2014)	698,146	Significant increase in ridership is due to the new Lymmo Grapefruit Line and an increase in riders from SunRail into LYNX central station
Oct-Jun(FY2015)	1,029,987	
Change (%)	47.53%	

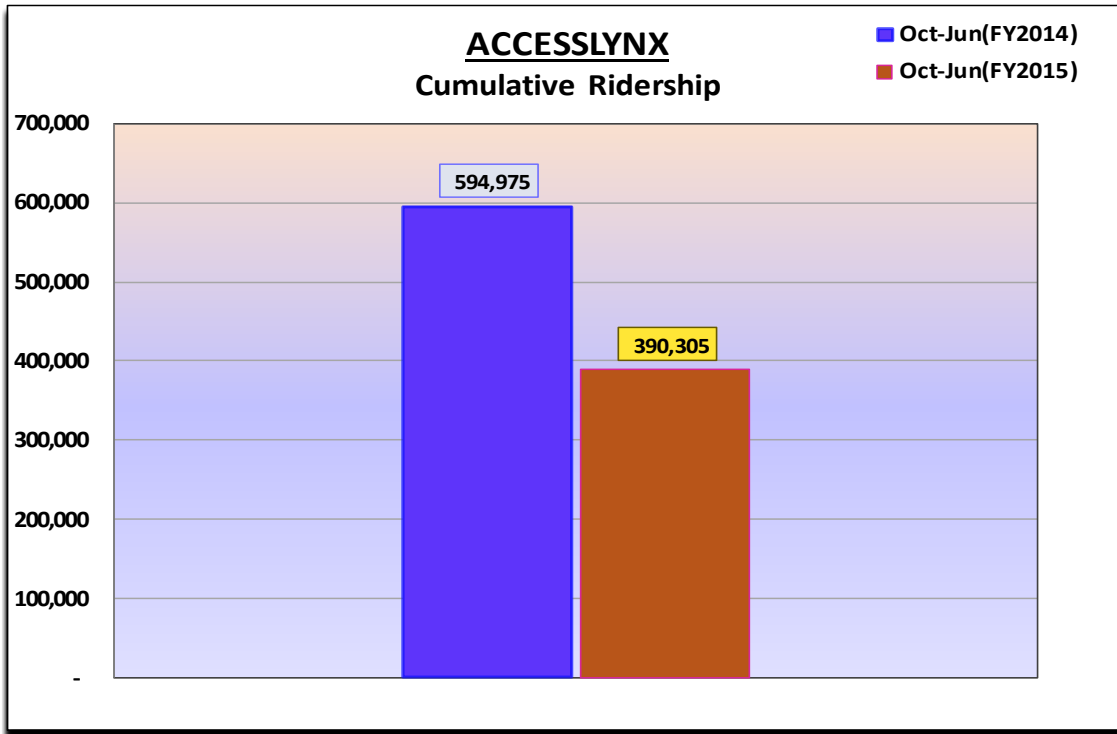


	<i>Fy TOTAL</i>	
Oct-Jun(FY2014)	119,256	Ridership increase is due to expansion of NL to other service areas including Goldsboro, Kissimmee and Maitland.
Oct-Jun(FY2015)	134,400	
Change (%)	12.70%	



	<i>Fy TOTAL</i>	
Oct-Jun(FY2014)	244,286	Ridership increase is due to partnership with other organizations resulting in an increased number of vans and an expanded opportunities to commuters
Oct-Jun(FY2015)	263,188	
Change (%)	7.74%	

<i>Vehicles Operated in Maximum Service</i>	<i>Jun-14</i>	<i>Jun-15</i>	<i>Change</i>
Vehicles Operated	123	132	7%



	<i>Fy TOTAL</i>	Significant drop in ridership occurred as a result of change to Medicaid policy
Oct-Jun(FY2014)	594,975	
Oct-Jun(FY2015)	390,305	
Change (%)	-34.40%	

Dates	Medicaid Policy Changes
August 1, 2014	Medicaid clients living in nursing homes were no longer eligible
October 1, 2014	All Medicaid recipients were switched to HMO.
March 1, 2015	Only transports Medicaid recipients who are eligible either through the American with Disabilities Act (ADA), Transportation Disadvantage (TD), or are 80 years and older.

SUNRAIL

SunRail Monthly Boardings by Station	
	June
<i>Days of Operation</i>	22
SunRail Station	Total
DeBary	9,545
Sanford	5,686
Lake Mary	7,629
Longwood	5,331
Altamonte Springs	5,452
Maitland	3,948
Winter Park	8,839
Florida Hospital/Health Village	4,589
LYNX Central Station	8,515
Church Street Station	8,304
Orlando Health/Amtrak	2,749
Sand Lake	9,940
Monthly Station Total	80,527
Average Daily Station Total	3,660

SunRail Connections

- Ridership Adjustments*

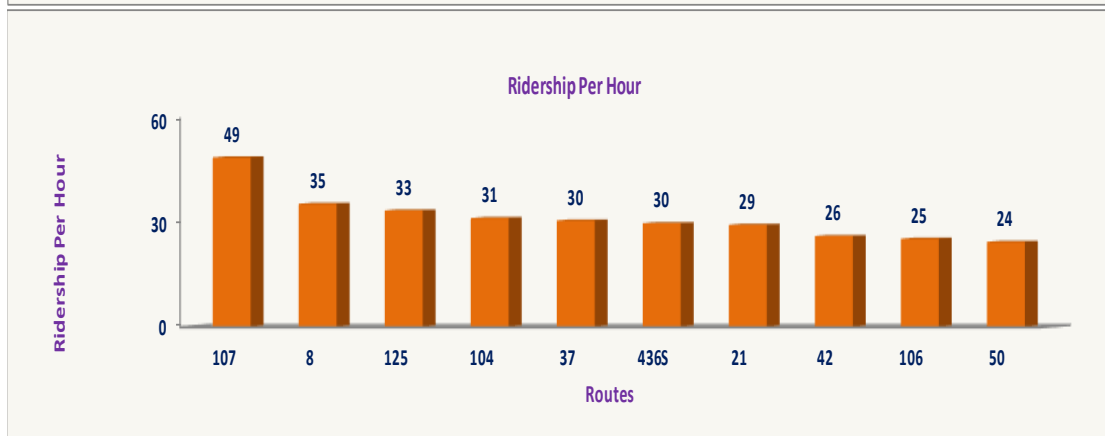
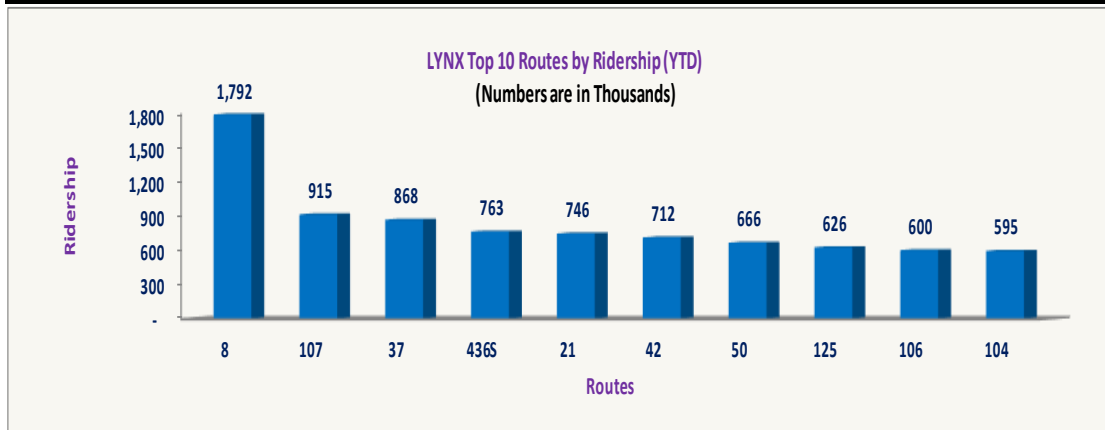
 - In April 2014, LYNX readjusted services on 19 existing routes to provide feeder bus service to 9 SunRail Stations. These 19 routes represent 25% of LYNX's entire route structure.
 - LYNX Central Station connects SunRail with 34 routes in the LYNX system.

LYNX Average Daily Boardings/Alightings by SunRail Station														
	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
	9 days	21 days	22 days	21 days	21 days	23 days	19 days	22 days	20 days	20 days	22 days	22 days	20 days	22 days
SunRail Station														
Sanford	399	340	243	382	173	225	338	201	335	335	420	499	508	474
Lake Mary	40	68	83	72	82	81	104	65	118	68	94	114	123	114
Longwood	23	36	29	34	33	71	50	58	31	75	69	111	128	133
Altamonte Springs	81	106	116	123	195	255	166	49	220	199	173	159	209	202
Maitland	10	28	20	18	23	26	5	3	2	28	26	30	35	26
Winter Park	152	182	203	192	148	278	193	290	155	156	182	170	152	202
Florida Hospital/Health Village	133	165	155	190	69	253	322	284	407	382	446	489	515	457
LYNX Central Station														
Church Street Station														
Orlando Health/Amtrak	30	28	18	17	10	6	16	63	13	7	6	2	5	8
Sand Lake	134	203	196	206	321	302	342	298	381	358	351	281	362	336
Total - All Station	1,002	1,156	1,063	1,234	1,054	1,498	1,534	1,311	1,663	1,606	1,768	1,855	2,038	1,951

LYNX continues to work with SunRail and the public to facilitate efficient and effective transfers.

TRENDS: Who is traveling where?

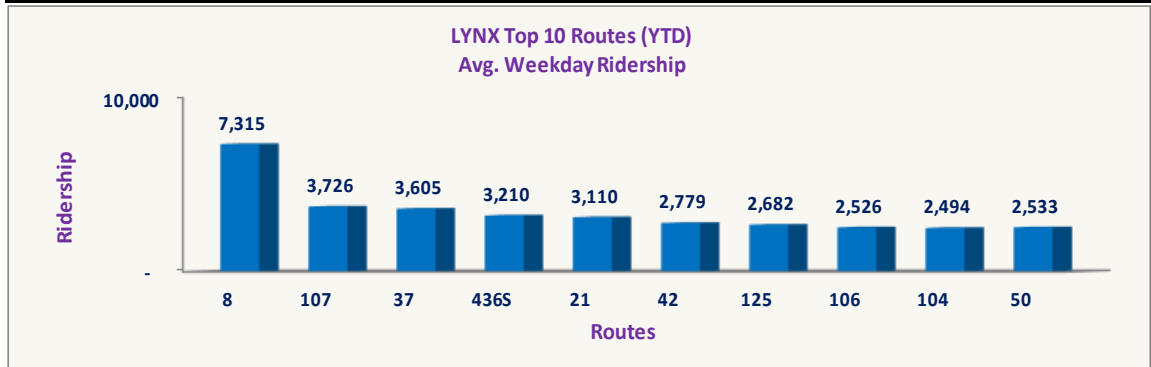
FY 2015 LYNX													
TOP 10 FIXED-ROUTES BY RIDERSHIP (OCT 14 - JUNE 15)													
Rank	Link No	Route Name	Oct-14	Nov-14	Dec-14	Jan-15	Feb-15	Mar-15	Apr-15	May-15	Jun-15	YTD	% of Total Ridership
1	8	W OAK RIDGE RD/INTL DR	224,019	191,706	203,247	201,751	183,857	200,211	203,075	203,784	180,399	1,792,049	8.85%
2	107	SOUTH US 441/FLA MALL	110,155	101,409	106,024	105,138	95,648	103,166	101,222	98,702	93,192	914,656	4.52%
3	37	PARK PROMENADE/FLORIDA MALL	107,827	91,547	98,253	98,297	90,569	98,373	98,698	95,672	89,006	868,242	4.29%
4	436S	436S - SOUTH S R 436	104,763	90,957	85,758	86,313	80,070	87,270	88,478	72,293	67,586	763,488	3.77%
5	21	CARVER SHORES	92,351	79,746	84,730	84,524	77,194	81,910	85,339	84,179	76,229	746,202	3.68%
6	42	INTL DR/ORLANDO INTL AIRPORT	84,137	79,255	82,290	80,670	69,965	81,933	80,743	79,300	73,719	712,012	3.52%
7	50	DOWNTOWN ORLANDO/MAGIC KIN	85,872	73,644	75,626	70,369	59,936	73,142	76,946	80,257	70,147	665,939	3.29%
8	125	SILVER STAR RD CROSSTOWN	81,891	67,308	69,823	69,605	64,764	68,781	72,176	69,321	62,720	626,389	3.09%
9	106	NORTH US 441/APOPKA	75,654	65,196	69,819	71,243	61,866	62,067	66,641	69,302	58,350	600,138	2.96%
10	104	EAST COLONIAL DR/UCF	80,375	67,046	67,860	70,967	62,927	65,542	65,959	59,394	54,573	594,643	2.94%
CUMULATIVE RIDERSHIP (ALL FIXED ROUTES)			20,255,832									41%	



**TOP 10 ROUTES REPRESENTS
41% OF LYNX ENTIRE FIXED-ROUTE RIDERSHIP**

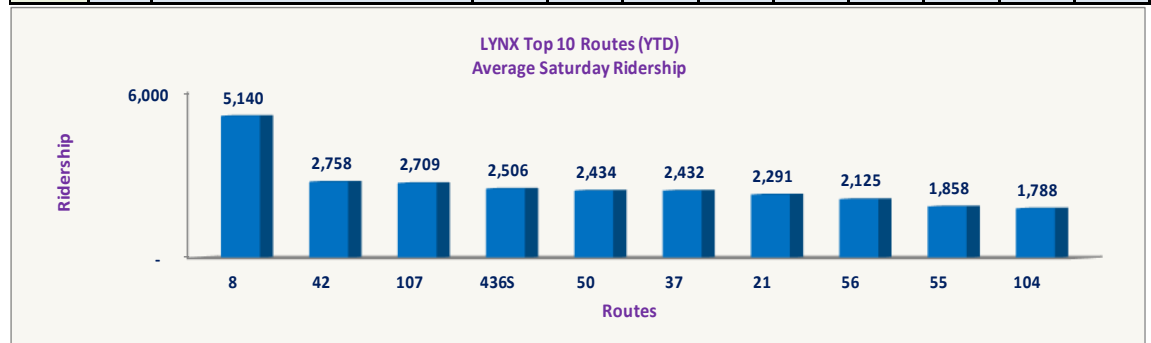
FY 2015 LYNX TOP 10 FIXED-ROUTES AVERAGE WEEKDAY RIDERSHIP (OCT 14 - JUN 15)

Rank	Link No	Route Name	Oct-14	Nov-14	Dec-14	Jan-15	Feb-15	Mar-15	Apr-15	May-15	Jun-15
1	8	W OAK RIDGE RD/INTL DR	8,099	7,275	7,177	7,233	7,387	7,206	7,466	7,441	6,553
2	107	SOUTH US 441/FLA MALL	3,882	3,824	3,727	3,747	3,825	3,763	3,793	3,608	3,368
3	37	PARK PROMENADE/FLORIDA MALL	3,963	3,555	3,506	3,564	3,681	3,595	3,720	3,539	3,320
4	436S	436S - SOUTH S R 436	3,850	3,543	3,081	3,139	3,322	3,287	3,378	2,773	2,515
5	21	CARVER SHORES	3,332	3,135	3,038	3,072	3,161	3,073	3,223	3,113	2,841
6	42	INTL DR/ORLANDO INTL AIRPORT	2,869	2,805	2,796	2,740	2,690	2,859	2,850	2,747	2,653
7	125	SILVER STAR RD CROSSTOWN	3,058	2,689	2,547	2,579	2,719	2,616	2,829	2,730	2,371
8	106	NORTH US 441/APOPKA	2,823	2,619	2,547	2,633	2,498	2,307	2,536	2,557	2,218
9	104	EAST COLONIAL DR/UCF	2,944	2,641	2,409	2,603	2,594	2,445	2,516	2,207	2,091
10	50	DOWNTOWN ORLANDO/MAGIC KINGDOM	2,867	2,578	2,495	2,347	2,245	2,447	2,629	2,719	2,469



FY 2015 LYNX TOP 10 FIXED-ROUTES AVERAGE SATURDAY RIDERSHIP (OCT 14 - JUN 15)

Rank	Link No	Route Name	Oct-14	Nov-14	Dec-14	Jan-15	Feb-15	Mar-15	Apr-15	May-15	Jun-15
1	8	W OAK RIDGE RD/INTL DR	5,117	5,215	5,322	5,169	4,842	5,275	5,348	5,202	4,774
2	42	INTL DR/ORLANDO INTL AIRPORT	2,875	2,712	2,903	2,701	2,692	2,814	2,903	2,870	2,349
3	107	SOUTH US 441/FLA MALL	2,912	2,832	2,731	2,770	2,511	2,569	2,588	2,726	2,743
4	436S	436S - SOUTH S R 436	2,741	2,526	2,661	2,645	2,534	2,371	2,548	2,401	2,129
5	50	DOWNTOWN ORLANDO/MAGIC KINGDOM	2,683	2,500	2,453	2,506	2,293	2,365	2,592	2,418	2,098
6	37	PARK PROMENADE/FLORIDA MALL	2,513	2,361	2,489	2,195	1,975	2,633	2,610	2,561	2,553
7	21	CARVER SHORES	2,468	2,126	2,386	2,307	2,282	2,157	2,371	2,419	2,100
8	56	WEST US 192/MAGIC KINGDOM	2,217	2,129	2,321	2,118	2,079	1,996	2,120	2,082	2,062
9	55	WEST US 192/FOUR CORNERS	1,914	1,854	1,971	1,901	1,805	1,820	1,814	1,809	1,837
10	104	EAST COLONIAL DR/UCF	2,053	1,864	2,027	1,906	1,679	1,749	1,739	1,709	1,367



LYNX Monthly Ridership by Mode

Fiscal Year 2015													
<i>Service Mode</i>	<i>Oct</i>	<i>Nov</i>	<i>Dec</i>	<i>Jan</i>	<i>Feb</i>	<i>Mar</i>	<i>Apr</i>	<i>May</i>	<i>Jun</i>	<i>Jul</i>	<i>Aug</i>	<i>Sep</i>	<i>YEAR TO DATE</i>
LYMMO (ORANGE LINE)	85,372	71,119	79,455	71,918	79,636	75,360	73,554	68,556	72,331				677,301
LYMMO (GRAPEFRUIT LINE)	41,606	35,770	39,556	39,699	31,019	41,345	42,204	42,747	38,740				352,686
REGULAR FIXED-ROUTE	2,561,055	2,184,762	2,305,092	2,293,176	2,083,558	2,270,238	2,246,055	2,196,655	2,115,241				20,255,832
NEIGHBORLINK	16,840	13,633	15,320	15,572	14,136	15,287	15,682	14,118	13,812				134,400
<i>SUBTOTAL - FIXED ROUTE</i>	2,704,873	2,305,284	2,439,423	2,420,365	2,208,349	2,402,230	2,377,495	2,322,076	2,240,124				21,420,219
SPECIAL SHUTTLES	420	9,463	-	4,927	513	23,620	12,782	27,357	29,748				108,830
EXPRESS LINK 208	1,141	1,007	1,023	912	937	1,091	882	960	1,012				8,965
ACCESS LYNX	49,784	43,366	44,806	44,210	42,599	41,543	42,401	40,885	40,711				390,305
VANPOOL	29,548	26,178	27,944	27,635	28,651	31,353	32,493	29,870	29,516				263,188
<i>SUBTOTAL - OTHER SERVICES</i>	80,893	80,014	73,773	77,684	72,700	97,607	88,558	99,072	100,987				771,288
TOTAL ALL SERVICES	2,785,766	2,385,298	2,513,196	2,498,049	2,281,049	2,499,837	2,466,053	2,421,148	2,341,111				22,191,507
% Change From Fiscal Year 2014 To Fiscal Year 2015													
<i>Service Mode</i>	<i>Oct</i>	<i>Nov</i>	<i>Dec</i>	<i>Jan</i>	<i>Feb</i>	<i>Mar</i>	<i>Apr</i>	<i>May</i>	<i>Jun</i>	<i>Jul</i>	<i>Aug</i>	<i>Sep</i>	<i>YEAR TO DATE</i>
LYMMO (ORANGE LINE)	21.25%	10.83%	23.13%	10.24%	20.11%	10.75%	-3.07%	-14.35%	-11.67%				6.41%
LYMMO (GRAPEFRUIT LINE)	N/A	N/A	N/A	N/A	N/A	N/A	268.85%	73.29%	51.75%				N/A
REGULAR FIXED-ROUTE	-0.13%	-5.19%	-1.08%	-0.77%	-6.64%	-0.69%	0.18%	-5.77%	-3.93%				-2.63%
NEIGHBORLINK	18.15%	9.27%	23.91%	18.36%	7.75%	21.35%	11.86%	1.28%	3.60%				12.70%
<i>SUBTOTAL - FIXED ROUTE</i>	2.10%	-3.18%	1.34%	1.29%	-4.45%	1.50%	1.46%	-5.21%	-3.55%				-0.93%
SPECIAL SHUTTLES	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A				N/A
EXPRESS LINK 208	N/A	N/A	N/A	N/A	N/A	N/A	N/A	125.88%	91.67%				N/A
ACCESS LYNX	-30.89%	-31.37%	-29.03%	-32.97%	-32.06%	-37.42%	-37.96%	-39.54%	-37.94%				-34.40%
VANPOOL	11.93%	12.09%	21.15%	4.24%	8.96%	12.95%	6.42%	-4.45%	1.39%				7.74%
<i>SUBTOTAL - OTHER SERVICES</i>	-18.01%	-8.74%	-22.77%	-22.09%	-19.21%	3.41%	-11.54%	-1.58%	5.62%				-10.56%
TOTAL ALL SERVICES	1.38%	-3.37%	0.42%	0.36%	-5.01%	1.58%	0.93%	-5.07%	-3.19%				-1.29%
Fiscal Year 2014													
<i>Service Mode</i>	<i>Oct</i>	<i>Nov</i>	<i>Dec</i>	<i>Jan</i>	<i>Feb</i>	<i>Mar</i>	<i>Apr</i>	<i>May</i>	<i>Jun</i>	<i>Jul</i>	<i>Aug</i>	<i>Sep</i>	<i>YEAR TO DATE</i>
LYMMO (ORANGE LINE)	70,411	64,168	64,529	65,237	66,305	68,043	75,886	80,039	81,889				636,507
LYMMO (GRAPEFRUIT LINE)	-	-	-	-	-	-	11,442.00	24,668.00	25,529.00				61,639.00
REGULAR FIXED-ROUTE	2,564,514	2,304,241	2,330,309	2,311,069	2,231,834	2,286,001	2,241,944	2,331,162	2,201,845				20,802,919
NEIGHBORLINK	14,253	12,476	12,364	13,157	13,119	12,597	14,019	13,939	13,332				119,256
<i>SUBTOTAL - FIXED ROUTE</i>	2,649,178	2,380,885	2,407,202	2,389,463	2,311,258	2,366,641	2,343,291	2,449,808	2,322,595				21,620,321
SPECIAL SHUTTLES	223	1,139	9,318	7,238	990	242	1,234	1,359	377				22,120
EXPRESS LINK 208	-	-	-	-	-	-	-	425.00	528.00				953.00
ACCESS LYNX	72,038	63,188	63,137	65,960	62,704	66,386	68,343	67,622	65,597				594,975
VANPOOL	26,399	23,354	23,066	26,510	26,295	27,758	30,534	31,260	29,110				244,286
<i>SUBTOTAL - OTHER SERVICES</i>	98,660	87,681	95,521	99,708	89,989	94,386	100,111	100,666	95,612				862,334
TOTAL ALL SERVICES	2,747,838	2,468,566	2,502,723	2,489,171	2,401,247	2,461,027	2,443,402	2,550,474	2,418,207				22,482,655

JUNE 2015 RIDERSHIP HIGHLIGHTS

Total system-wide ridership in June 2015 was 2,341,111. This represents a decrease of -3.19% over the previous year (June 2014).

June Average Daily Ridership by Mode

<i>Service Mode</i>	<i>Day</i>	<i>June-14</i>	<i>June-15</i>	<i>% Change</i>
LYMMO (ORANGE LINE)	Weekday	3,351	2,884	-13.94%
	Saturday	1,486	1,227	-17.43%
	Sunday	1,115	994	-10.81%
LYMMO (GRAPEFRUIT LINE)	Weekday	985	1,435	45.65%
	Saturday	617	827	34.13%
	Sunday	474	965	103.47%
REGULAR FIXED-ROUTE (72 LINKS)	Weekday (72 Links)	84,312	79,161	-6.11%
	Saturday (70 Links)	60,516	57,688	-4.67%
	Sunday (49 Links)	37,845	35,739	-5.56%
EXPRESS LINK 208	Weekday	18	48	163.19%
	Saturday	-	-	N/A
	Sunday	-	-	N/A
ACCESSLYNX	Weekday	2,774	1,584	-42.89%
	Saturday	1,195	885	-25.89%
	Sunday	518	536	3.47%
NEIGHBORLINK	Weekday	533	558	4.69%
	Saturday	392	360	-8.10%
VANPOOL	Weekday	1,277	1,184	-7.30%
	Saturday	274	417	52.19%
	Sunday	238	365	53.15%
TOTAL <i>LYNX</i> <i>SERVICES</i>	Weekday	93,251	86,854	-6.86%
	Saturday	64,479	61,405	-4.77%
	Sunday	40,190	38,599	-3.96%

Monthly Report D: Planning and Development Report

To: LYNX Board of Directors

From: **Andrea Ostrodka**
DIRECTOR OF PLAN & DEVELOP
Douglas Robinson
(Technical Contact)
Belinda Balleras
(Technical Contact)
JAMES RODRIGUEZ
(Technical Contact)

Phone: 407.841.2279 ext: 6019

Item Name: Planning and Development Report

Date: 9/11/2015

STRATEGIC PLANNING:

AMERICAN BUS BENCHMARKING GROUP (ABBG)

As one of seventeen members of the ABBG, LYNX is required to provide the data for the Fixed Route and Paratransit Key Performance Indicators Annual Reports. Strategic Planning staff worked with other LYNX departments, including Risk Management, Finance, Operations, and Paratransit to develop fiscal year data as specified by the collective ABBG members. At the end of July, LYNX Staff provided the data for the Fixed Route System, which includes NeighborLink and LYMMO services. Data collection is still underway for our paratransit system, ACCESSLYNX, and is due at the end of August.

In addition, ABBG completed the Annual 2015 Customer Satisfaction Survey. Participation by LYNX customers was tremendous, with over 2,300 customers participating, making LYNX the second highest participating agency. Strategic Planning staff will be coordinating with Marketing and Communications staff to review the results of the survey.

PINE HILLS BUS TRANSFER CENTER

The Planning Department is co-managing the development of the proposed Pine Hills Bus Transfer Center with the Engineering and Construction Department. This project has progressed significantly progress over the last few months with the submission and approval of the Categorical Exclusion documentation by FTA, the application of the Future Land Use amendment and concurrent rezoning with Orange County, and progress on the property appraisal. As part of the land use process, Orange County and LYNX held a successful community meeting on August 18, 2015. The meeting was attended by over 25 interested

residents, community leaders, government officials, and citizen advocates who expressed their comments and concerns, as well as design ideas, to ensure that this new transfer center is an asset to the community that acts as a catalyst for the development of the town center master plan and transit oriented development.

BICYCLE AND PEDESTRIAN SAFETY

On August 1, 2015, Strategic Planning staff participated in a mobile tour as part of the 2015 Florida Chapter of the American Society of Landscape Architects Conference. Traveling via Juice Bikeshare bicycles, the tour went through Downtown Orlando, Thornton Park, the Park/Lake Highland neighborhood, Colonial Town North, Audubon Park and Baldwin Park; covering almost 16 miles over the course of 5 hours. Staff presented information on the array of LYNX transportation services during one of the planned tour stops; highlighting the role LYMMO plays in downtown mobility and the partnership between LYNX and Orlando City Soccer, as well as the partnership between LYNX, the City of Orlando and Juice Bikeshare to bring a bikeshare hub to LYNX Central Station.

VETERANS TRANSPORTATION AND COMMUNITY LIVING INITIATIVE

A meeting with project stakeholders was held August 26, 2015 to discuss the contents of the System Requirements document. Based on the input received from external partners, the document will be updated and finalized. The Memorandum of Understanding (MOU) between LYNX and the Heart of Florida United Way (HFUW) was recently discussed by the two parties and will be updated accordingly to reflect the appropriate resource availability of both agencies.

GEOGRAPHIC INFORMATION SYSTEMS

LYNX GIS staff completed a software upgrade to ESRI's ArcGIS version 10.3 and ArcGIS Explorer for users with desktop software access. The two ArcGIS servers were also upgraded to version 10.3. The VUE Works asset management system was updated to work with the ArcGIS 10.3 server version and the Transit Boardings Estimation and Simulation Tool (TBEST) was updated to work with the ArcGIS 10.3 desktop version. The new version for TBEST features an updated version of the Florida Transit Planning Model.

The GIS and the General Transit Feed Specification (GTFS) data files were updated for the August 2015 bid period and posted in the Data Download page and in the interactive maps page of LYNX's website. The GIS staff is also working with Parsons Brinckerhoff, one of LYNX's general planning consultants, to update the GIS base map data to include additional information from counties, cities and the state of Florida.

GRANTS:

- Grants worked diligently with the Federal Transit Administration (FTA) to complete federal fiscal year-end requirements for pending grant applications, necessary grant budget revisions, close-outs and quarterly reporting.
- In collaboration with Safety/Security/Risk Management, Paratransit, Finance, Service Planning, HR, Transportation and Procurement, we coordinated and participated in a Florida Department of Transportation (FDOT) site visit reviews of the System Safety

Program Plan (SSPP), vehicle monitoring and compliance checklists of other federal and state funding programs managed under FDOT.

- Submitted a grant application to the Florida Commission for the Transportation Disadvantaged (CTD) for three (3) NeighborLink fareboxes.
- Participated in FTA's Quarterly Site Review meeting, including the coordination of Action Items checklist and other FTA compliance requirements.
- Assisted in FY 16 budgeting, working on eligibility determinations and projections/programming of potential grant funding sources.
- Continued to work on securing federal authorizations for leases, facility renovations and transfers of retired revenue vehicles.
- Issued notices to proceed and sub-recipient agreements to human services agencies awarded section 5310 funding.
- Conducted LYNX 5310 Urbanized Orlando and Kissimmee Grant Workshop August 14, 2015. Thirteen agencies attended to learn about the program and receive grant application packages.

SERVICE PLANNING:

The Service Planning Division activities during this period have been primarily devoted to the implementation of the August 2015 service change and planning associated with the January 2016 service change. Activities have included holding meetings with operators and transportation supervisors to seek their input, sharing the list of changes with the key stakeholders.

Service Planning staff have been working with Polk County Government on a new bus services agreement for Links 416, 427 and the NeighborLink 603.

Service Planning staff have also been working with the University of Central Florida to develop the bus service agreement for the three KnightLYNX routes. Meetings have been conducted with UCF staff and students to optimize the service delivery plan.

The Planning Department has begun outreach to the Lake Nona/Medical City area employers to inform them of existing and newly scheduled LYNX services to enhance the mobility of the workforce and their customers/clients.

The Service Planning staff facilitate regular meetings with the I-4 Mobility Partners during this period to discuss the scope of the I-4 reconstruction project and the project's impact on LYNX routes operating on and around I-4. These ongoing meetings have opened lines of communication about the project and LYNX has established a continuing dialog with the I-4 project leaders in order to be proactive in identifying and mitigating project impact to LYNX' operations.

Monthly Report E: Communications Report

To: LYNX Board of Directors

From: **Matthew Friedman**
 DIRECTOR OF MARKETING COMM
Matthew Friedman
 (Technical Contact)
Theresa Veley
 (Technical Contact)
Cindy Zuzunaga
 (Technical Contact)

Phone: 407.841.2279 ext: 6206

Item Name: Communications Report

Date: 9/11/2015

Christmas in July Event

The agency hosted a "Christmas in July" event on July 28 at LYNX Central Station complete with live music, photos with Santa, food trucks and a food drive. Customers were asked to three bring non-perishable food items in exchange for an All-Day bus pass. The agency collected 1,000+ pounds of food to benefit Second Harvest Food Bank of Central Florida.

LYNX Press Releases | Media Notes: July – August, 2015

July 21	LYNX to celebrate Christmas in July
July 23	LYNX Board approves August service changes
July 24	LYNX Finance team earns recognition
July 24	Susan Black named interim LYNX CEO
August 3	More than 1,200 Pounds of food collected from Christmas in July event
August 18	Please don't forget service changes this Sunday
August 20	Date change for September Board of Directors meeting

LYNX News Articles: July – August, 2015

<p>July 2</p>	<p><u>Top manager at LYNX bus service may be headed to new Charlotte job</u> Orlando Sentinel Orlando Mayor Buddy Dyer, who serves on the LYNX board, said, "John has done a fantastic job at LYNX. It sounds like a great opportunity in Charlotte..."</p> <p><u>Top manager at LYNX bus service may be headed to Charlotte</u> Orlando Echo Top manager at LYNX bus service may be headed to Charlotte. Orlando Sentinel. John Lewis, who has been in Orlando...</p> <p><u>Top manager at LYNX bus service may be headed to Charlotte</u> World News The top manager of the LYNX regional bus service appears to be headed to Charlotte to run its public transportation system...</p> <p><u>LYNX top exec headed to North Carolina</u> Topix Lewis, CEO of the Central Florida Regional Transportation Authority - LYNX - sent a letter of resignation to Orange County Mayor Teresa Jacobs on...</p>
<p>July 3</p>	<p><u>Could money from toll roads help SunRail, LYNX?</u> Orlando Sentinel Orlando Mayor Buddy Dyer, who serves on the expressway, SunRail and LYNX boards, said the time to talk about using toll dollars for something other...</p> <p><u>FL: Top Manager at LYNX Bus Service May be Headed to New Charlotte Job</u> Regator The Central Florida Regional Transportation Authority (LYNX) has partnered with Clever Devices to pilot and develop the agency's first real-time bus...</p> <p><u>LYNX chief is sole finalist for top Charlotte transit post</u> METRO Magazine Prior to joining LYNX, John Lewis served as the CEO of the Greater Richmond Transit Company...</p> <p><u>SunRail, LYNX running normal schedules Friday</u> Orlando Sentinel The SunRail commuter train and LYNX bus service will run normal schedules Friday, when many people are taking the day off from work for the July 4th...</p> <p><u>SunRail, LYNX running normal schedules Friday</u> Digital News World The SunRail commuter train and LYNX bus service will run normal schedules Friday, when many people are taking the day off from work for the July 4th...</p>
<p>July 5</p>	<p><u>LYNX CEO, John M. Lewis Jr. resigns</u> Bungalower.com Orange County Mayor Teresa Jacobs announced at the State of the County meeting this week that LYNX CEO, John Lewis would be leaving his post...</p>

LYNX News Articles: July – August, 2015

July 6	<p><u>Toll money an obvious solution for SunRail, LYNX</u> Orlando Sentinel LYNX buses will continue to be Orlando's transportation stepchild...</p>
July 7	<p><u>Christmas in July at LYNX Central Station</u> LYNX Come celebrate on July 28 at LYNX Central Station! This fun event...</p> <p><u>Toll money an obvious solution for SunRail, LYNX</u> Newsrt.US LYNX buses will continue to be Orlando's transportation stepchild...</p>
July 8	<p><u>LYNX, Central Florida Regional Transportation Authority</u> Orlando LYNX is a regional public transportation provider, offering service to business, tourist and neighborhood destinations in Orange, Osceola and...</p> <p><u>David Dees People on the Move</u> Bizjournals & Orlando Sentinel David Dees joined LYNX as a Director of Risk Management...</p>
July 9	<p><u>LYNX, Central Florida Regional Transportation Authority</u> Orlando LYNX is a regional public transportation provider, offering service to business, tourist and neighborhood destinations in Orange, Osceola and...</p> <p><u>Don't depend on tolls to solve LYNX, SunRail woes</u> Orlando Sentinel Orlando's LYNX bus station at Garland Avenue and Livingston Street opened in November 2004 at a cost then of \$29.2 million. LYNX Central Station...</p>
July 10	<p><u>Central Florida Expressway Authority sets aside \$175000 for raises</u> Orlando Sentinel Board that tolls from riding the roads of the agency's 109-mile network could go for "multi-modal" expenses such as SunRail or the LYNX bus system...</p>
July 12	<p><u>County budget includes new money for roads, parks, public safety</u> Orlando Sentinel The budget shows about a \$535,000 bump for LYNX to help the bus service maintain its current routes of service. If the proposed budget is approved...</p>

LYNX News Articles: July – August, 2015

<p>July 14</p>	<p><u>Privatize LYNX, says Congressman John Mica</u> Orlando Sentinel LYNX and board chairwoman and Orange County Mayor Teresa Jacobs said she was sympathetic to Mica's pitch, but said, "as our transportation..."</p> <p><u>Mica calls for LYNX privatization</u> The Orlando Political Observer LYNX has performed poorly in connecting the region's transportation...</p> <p><u>Privatize LYNX, says Congressman John Mica</u> Wopular Congressman John Mica Monday is expected this morning to renew his call for the LYNX...</p> <p><u>Privatize LYNX, says Congressman John Mica</u> Orlando Sentinel He argued that now is the perfect time to privatize because the LYNX CEO, John Lewis, is about to leave his post for a job running Charlotte's bus...</p> <p><u>Mica calls for change to LYNX</u> WKMG Orlando Local 6 has been following troubles at LYNX, including an investigation that revealed drivers with several accidents who were allowed to stay on the...</p>
<p>July 16</p>	<p><u>LYNX ridership and costs stay flat into 2016</u> The Orlando Political Observer The LYNX bus system has been under scrutiny in recent months...</p> <p><u>Mica calls for change to LYNX</u> Digital News World U.S. Rep. John Mica is calling for a major shakeup for the LYNX bus service...</p>
<p>July 17</p>	<p><u>Injuries reported after LYNX bus, car collide in Eatonville</u> Central Florida News 13 Injuries are reported after a LYNX bus and a car collided near the intersection...</p>
<p>July 18</p>	<p><u>FHP: Head-on crash involving LYNX bus injures 2 - Orlando Sentinel</u> Orlando Sentinel A 33-year-old Apopka woman was critically injured Friday after the Honda Civic...</p> <p><u>Driver hospitalized after crash with LYNX bus</u> Orlando Echo The crash happened at the intersection of Kennedy Boulevard and Keller Road in...</p> <p><u>Woman critical in crash with LYNX bus in Eatonville</u> Orlando Echo Injuries are reported after a LYNX bus and a car collided near the intersection of Kennedy Boulevard and South Keller Road in Eatonville on Friday...</p> <p><u>Driver hospitalized after crash with LYNX bus #Orlando</u> Florida Newz - DotNewz.com</p>

LYNX News Articles: July – August, 2015

	<p>The driver of a Honda involved in a collision with a LYNX bus Friday is in surgery, according to the Florida Highway Patrol...</p> <p><u>Injuries reported in LYNX bus crash in Eatonville</u> Orlando Sentinel The crash happened shortly after noon and involves injuries, according to the Florida Highway Patrol. Orange County Fire Rescue had crews at the...</p>
July 20	<p><u>69-year-old attacked on LYNX bus</u> WFTV Orlando A 69-year-old man said he was riding in the back of a LYNX bus when a rider demanded money and then...</p> <p><u>Deputies: Senior citizen attacked on LYNX bus</u> MyFoxOrlando.com Orange County deputies are searching for a man who attacked a senior citizen on a LYNX bus. It was all caught on surveillance...</p> <p><u>Lack of transportation has serious consequences for older adults - Orlando Sentinel</u> Orlando Sentinel Hunt sends callers who fall out of ITN's area to ACCESS LYNX, the para-transit alternative to Orlando's fixed-route bus system...</p>
July 22	<p><u>Bicyclist run over by LYNX bus</u> WESH Orlando A bicyclist was seriously hurt after being run over by a LYNX bus in Orange County on Tuesday morning, according to Florida Highway Patrol...</p> <p><u>Bicyclist in crosswalk hit by LYNX bus, FHP says</u> Orlando Sentinel A 28-year-old man was seriously injured when hit by a LYNX bus this ... 8:30 a.m., when he was hit by the bus, according to the Florida Highway Patrol...</p> <p><u>Bicyclist in crosswalk hit by LYNX bus, FHP says</u> Just Florida News By Stephanie Allen A 28-year-old man was seriously injured when hit by a LYNX bus this morning as he crossed a street on his bicycle in Belle Isle...</p> <p><u>LYNX bus strikes bicyclist on Orange Avenue</u> Orlando Echo A LYNX bus struck a 28-year-old bicyclist Tuesday morning...</p> <p><u>Bicyclist in crosswalk hit by LYNX bus, FHP says</u> Newsrt.US A 28-year-old man was seriously injured when hit by a LYNX bus this morning as he crossed a street on his bicycle in Belle Isle, officials said...</p>
July 23	<p><u>LYNX to unveil new app to call for a ride</u> Orlando Sentinel An experiment to make the LYNX bus service more like a taxi in 11 Metro...</p>

LYNX News Articles: July – August, 2015

	<p><u>Bicyclist in crosswalk hit by LYNX bus, FHP says</u> Orlando Echo Bicyclist in crosswalk hit by LYNX bus, FHP says. Orlando Sentinel Wednesday 22nd July, 2015. Corey Rader, of Citra, was crossing Office Court in the...</p> <p><u>LYNX to unveil new app to call for a ride</u> Myinforms An experiment to make the LYNX bus service more like a taxi in 11 Metro Orlando communities will be rolled out full-time by year's end...</p> <p><u>LYNX to unveil new app to call for a ride</u> Wopular An experiment to make the LYNX bus service more like a taxi in 11 Metro Orlando communities will be rolled out full-time by year's end...</p> <p><u>LYNX to unveil new app to call for a ride</u> News Reality An experiment to make the LYNX bus service more like a taxi in 11 Metro Orlando communities will be rolled out full-time by year's end...</p>
<p>July 24</p>	<p><u>LYNX bus CEO to leave job August 31 - Orlando Sentinel</u> Orlando Sentinel The top manager of the LYNX regional bus service will leave Orlando...</p> <p><u>LYNX CEO John Lewis to leave job on August 31 for position in Charlotte #Orlando</u> Latest Florida Newz - DotNewz.com The top manager of the LYNX regional bus service will leave Orlando August 31 to run the public transportation system in Charlotte, N.C...</p> <p><u>LYNX CEO to leave job August 31</u> Newsrt.US The top manager of the LYNX regional bus service will leave Orlando August 31 for a job in Charlotte to run the public transportation system in North...</p> <p><u>3 hours ago LYNX CEO John Lewis To Leave Job On August 31 For Position In Charlotte</u> NooZilla.com News articles about: LYNX CEO John Lewis To Leave Job On August 31 For Position In Charlotte...</p> <p><u>LYNX CEO John Lewis to leave job on August 31 for position in Charlotte</u> World News The top manager of the LYNX regional bus service will leave Orlando August 31 to run the public transportation system in Charlotte, N.C...</p>
<p>July 25</p>	<p><u>LYNX names interim CEO</u> World News Susan Black has been named the interim chief executive officer for the Central Florida Regional Transportation Authority. Black, who previously...</p>

LYNX News Articles: July – August, 2015

<p>July 27</p>	<p><u>LYNX to trade bus passes for food - Orlando Sentinel</u> Orlando Sentinel The LYNX regional bus service will give one-day bus passes this week to...</p>
	<p><u>Woman punches LYNX bus driver after being kicked off bus, Orange deputies say</u> WKMG Orlando An Orange County woman has been arrested after deputies say she hit a LYNX bus driver during a fight with another passenger...</p> <p><u>LYNX to trade bus passes for food</u> Orlando Echo LYNX to trade bus passes for food. Orlando Sentinel Tuesday 28th July, 2015...</p> <p><u>LYNX to trade bus passes for food</u> Dailynewsleaks If you want to read more on LYNX to trade bus passes for food please...</p> <p><u>LYNX Finance Team Earns Recognition</u> Mass Transit Magazine Central Florida Regional Transportation Authority (LYNX)...</p>
<p>July 28</p>	<p><u>LYNX to trade bus passes for food</u> ipresspage.com The LYNX regional bus service will give one-day bus passes this week to anyone who is willing to trade three non-perishable food items...</p> <p><u>LYNX to trade bus passes for food</u> Newsrt.US The LYNX regional bus service will give one-day bus passes this week to anyone who is willing to trade three non-perishable food items. Exchanges...</p> <p><u>LYNX to trade bus passes for food</u> VivaLanka.com The LYNX regional bus service will give one-day bus passes this week to anyone who is willing to trade three non-perishable food items...</p> <p><u>Comment on LYNX to trade bus passes for food</u> Wopular The LYNX regional bus service will give one-day bus passes this week to anyone who is willing to trade three non-perishable food items...</p>

LYNX News Articles: July – August, 2015

<p>July 29</p>	<p><u>9 Investigates: Is state's private transportation program failing Medicaid patients?</u> WFTV Orlando After filing dozens of complaints with the private transport companies, Greenberg was able to temporarily get back on Access LYNX...</p> <p><u>LYNX Christmas in July spreads holiday cheer to needy</u> Central Florida News 13 LYNX held a Christmas in July event Tuesday to collect food donations...</p> <p><u>Woman punches LYNX bus driver after being kicked off bus, Orange deputies say</u> Orlando Echo An Orange County woman has been arrested after deputies say she hit a LYNX bus driver during a fight...</p> <p><u>Cops: Woman punched LYNX bus driver</u> Myinforms An Orange County woman has been arrested after deputies say she hit a LYNX bus driver during a fight with another...</p>
<p>August 1</p>	<p><u>LYNX names interim CEO</u> Demajo News LYNX names interim CEO Susan Black was named the interim CEO for the Central Florida Regional Transportation Authority...</p>
<p>August 2</p>	<p><u>Don't rush to privatize LYNX: Editorial</u> Orlando Sentinel No one has done more than Congressman John Mica to upgrade transportation in Central Florida. In the past few years alone, he has leveraged his...</p>
<p>August 4</p>	<p><u>As I-4 work ramps up, creative options can keep cars moving</u> Orlando Sentinel Add a reliable LYNX bus system that is affordable and well organized, and workers could leave early and have the option of leaving their cars at home...</p>
<p>August 7</p>	<p><u>Winter Park leaders consider slimming down Denning Drive</u> WFTV Orlando LYNX buses use the route and Whitmore said there would likely be no room to pass a stopped bus...</p> <p><u>Deputies: Man breaks into Orange County home, performs lewd act in front of teen</u> WFTV Orlando "I might have (seen) someone like that maybe at the LYNX bus stop or passing by me..."</p>
<p>August 19</p>	<p><u>LYNX vital link in SunRail's success</u> Orlando Sentinel When Congressman John Mica asked LYNX to consider private management, I applauded his request. Public transit throughout Florida operates under...</p>

LYNX News Articles: July – August, 2015

August 21	<p><u>Psst, look in the mirror</u> Orlando Sentinel (<i>must have online subscription to click and read above link</i>) In Thursday's newspaper, State Rep. Jason Brodeur, R-Sanford, talked of privatizing the region's bus system, LYNX, saying he worried about any public agency that lacks "community's confidence." That's an ironic concern for anyone in the Florida Legislature, which has a cellar-dweller approval rating of 33 percent. That's lower than Rick Scott, Barack Obama and virtually anyone else not in prison. So if Rep. Brodeur is truly interested in dismantling an unpopular public agency, he should start with his own.</p>
August 22	<p><u>New routes, changes for LYNX riders start Sunday</u> Central Florida News 13 The Central Florida bus system is adding two new routes starting Sunday...</p> <p><u>New routes, changes for LYNX riders start Sunday</u> NEWS AIYA LYNX bus riders will find some big changes come Sunday. The Central Florida bus system is adding two...</p>
August 23	<p><u>New routes, changes for LYNX riders start Sunday</u> Orlando Echo LYNX bus riders will find some big changes come Sunday. The Central Florida bus system ...</p> <p><u>New routes, changes for LYNX riders start Sunday</u> Martial Arts Orange County - Blogger Courtesy via Martial Arts Orange County LYNX bus riders will find some big changes come Sunday. The Central Florida bus system is adding two...</p>
August 24	<p><u>Don't shortchange LYNX riders to benefit SunRail</u> Sunrail Riders We're getting indigestion from a public transit proposal that seems to be gaining some traction – having a private company run LYNX, the public bus...</p>
August 25	<p><u>Man in wheelchair hurt in bus stop crash</u> WKMG Orlando Man in wheelchair hurt in bus stop crash SR 434 when it lost control and crossed the median, striking another vehicle and hitting the LYNX bus stop...</p> <p><u>Ride Along With A Veteran As LYNX Rolls Out New Medical City Direct Routes</u> WMFE Two new LYNX bus routes have begun rolling. They'll help veterans get to Lake Nona Medical City. The Fast Link 406 runs Monday to Saturday from...</p>
August 28	<p><u>KnightLYNX is back starting August 28th!</u> UCF Student Government Association KnightLYNX is back starting August 28th! Free transportation for UCF students through...</p>
August 29	<p><u>Planes, trains and buses wary of Erica</u> Orlando Sentinel LYNX will run its usual 76 routes in Orange, Seminole and Osceola counties unless there are sustained winds of 35 mph, spokesman Matt Friedman...</p>

LYNX Board Agenda

LYNX News Articles: July – August, 2015

August 31	<p><u>Departing Lynx CEO John Lewis: Orlando needs to get serious about mass transit</u></p> <p>Orlando Sentinel</p> <p>John Lewis, CEO of Lynx and the Central Florida Regional Transportation...</p>
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LYNX Social Media: July – August, 2015

July 1	<p>Independence Day schedule.</p> <p>Service alert: Lake Eola road closure due fireworks event.</p> <p>Service alert: Red, Hot and Boom fireworks road closure.</p>
July 2	<p>Throwback Thursday.</p>
July 3	<p>Have a happy and safe 4th of July!</p> <p>Customer service/Call Center will be closed for Independence Day.</p>
July 4	<p>Happy 4th of July!</p> <p>Holiday schedule.</p>
July 5	<p>Hop on LYMMO to Women's World Cup watch party.</p>
July 6	<p>Is that sleigh bells I Hear? Christmas in July.</p>
July 7	<p>I-4 Ultimate Project.</p>
July 8	<p>Tweet to win Orlando City Soccer giveaway.</p> <p>Service alert: Sidewalk construction on Semoran Blvd.</p>
July 9	<p>Service alert: Orlando City Soccer game detour.</p> <p>Last chance to Tweet to Win!</p> <p>Tweet to giveaway winners.</p>
July 10	<p>Service Alert: Valencia College Lane closure.</p> <p>Video of Orlando Mayor Buddy Dyer talking about the new LYMMO expansion.</p> <p>Changed cover photo to promote Christmas in July.</p>
July 11	<p>Orlando City Soccer game day connections.</p>
July 12	<p>August service changes.</p>
July 13	<p>Christmas in July.</p>
July 14	<p>Link 50 can take you to Downtown Disney.</p> <p>Service alert: Orlando City Soccer game detour.</p>
July 15	<p>Orlando City Soccer game day connections.</p> <p>Orlando City Soccer giveaway.</p>
July 16	<p>Throwback Thursday.</p> <p>Orlando City Soccer giveaway winners.</p>
July 17	<p>Thank you for riding LYNX!</p> <p>Service alert: Orlando City Soccer game detour.</p>
July 18	<p>Consider LYNX as your mode of transportation.</p> <p>Orlando City Soccer game day connections.</p>
July 19	<p>LYNX survey giveaway reminder.</p>
July 20	<p>Ride LYMMO to your favorite lunch spot.</p>
July 21	<p>Name that stop!</p> <p>Christmas in July giveaway. Give a little, get a little.</p> <p>Response to comment about Christmas in July.</p>
July 22	<p>Happy Hump Day!</p>
July 23	<p>Name that stop answer: Orange Ave. and Colonial Dr.</p> <p>Throwback Thursday.</p>

LYNX Board Agenda

LYNX Social Media: July – August, 2015

	August service changes.
July 24	It's a soggy morning at LYNX Central Station. Don't forget those umbrellas. ADA 25 th anniversary.
July 25	New schedule book for August service changes.
July 26	American Disabilities Act 25 th anniversary.
July 27	Join us for Christmas in July. Service alert: I-4 Ultimate project.
July 28	It's Christmas in July! We're all set for Santa's arrival at LCS! Patrick Frost music video during Christmas in July. Christmas in July photo album.
July 29	Orlando City Soccer giveaway. Christmas in July video recap.
July 30	Stand up for transportation infrastructure funding. Orlando City Soccer giveaway. New map brochures for August service changes.
July 31	Last day of food drive donation. Orlando City Soccer giveaway winners. Service alert: Orlando City soccer road closure. Approximately 1200 lbs. of food was donated to Second Harvest Food Bank.
August 1	New FastLink 406 starting August 24.
August 2	It's Sunday! No Monday morning traffic today.
August 3	New FastLink 407 starting August 24. Response to question about fare-free service for new FastLinks 406 and 407. Video recap of food donation for Second Harvest Food Bank collection. Link 62 detour alert.
August 4	LYNX survey reminder.
August 5	August service changes. Response to question about Link 50. I-4 public meeting at the Science Center.
August 6	Throwback Thursday. Orlando City Soccer giveaway.
August 7	Coming soon! FastLinks 406 & 407 will take you to Lake Nona. Orlando City Soccer winners. Service alert: Orlando City Soccer game detour.
August 8	Traveling to OIA? Links 11, 42, 51, 11 & 436S can take you there! Lions game day connections.
August 9	Bus stop changes starting August 23. Response to complaint about bus stop changes.
August 10	Grant workshop at LYNX Central Station. Christmas in July 30-day bus pass winners. Last day to pick up all-day pass for filling out LYNX survey.
August 11	Name that stop! Name that stop hint. Response to customer question. Service alert: construction on the train track at Sand Lake Road.

LYNX Board Agenda

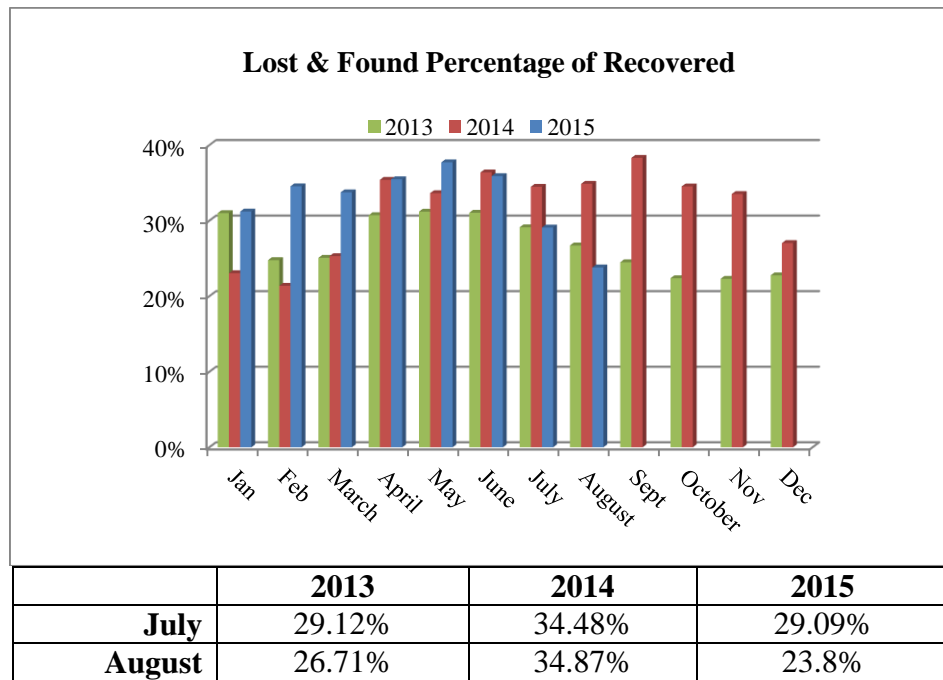
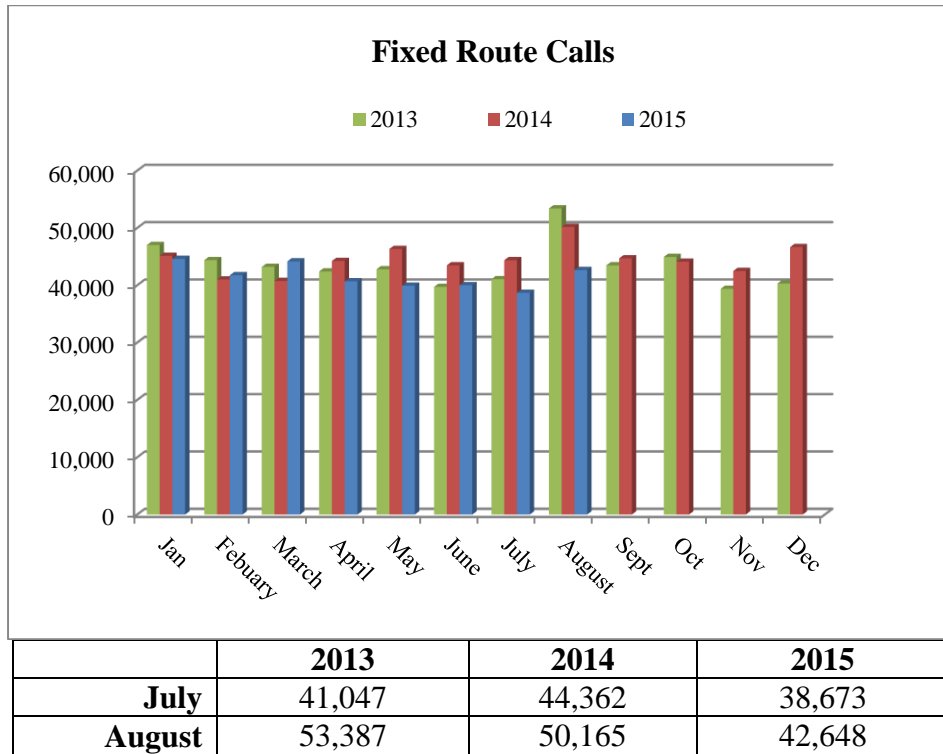
LYNX Social Media: July – August, 2015

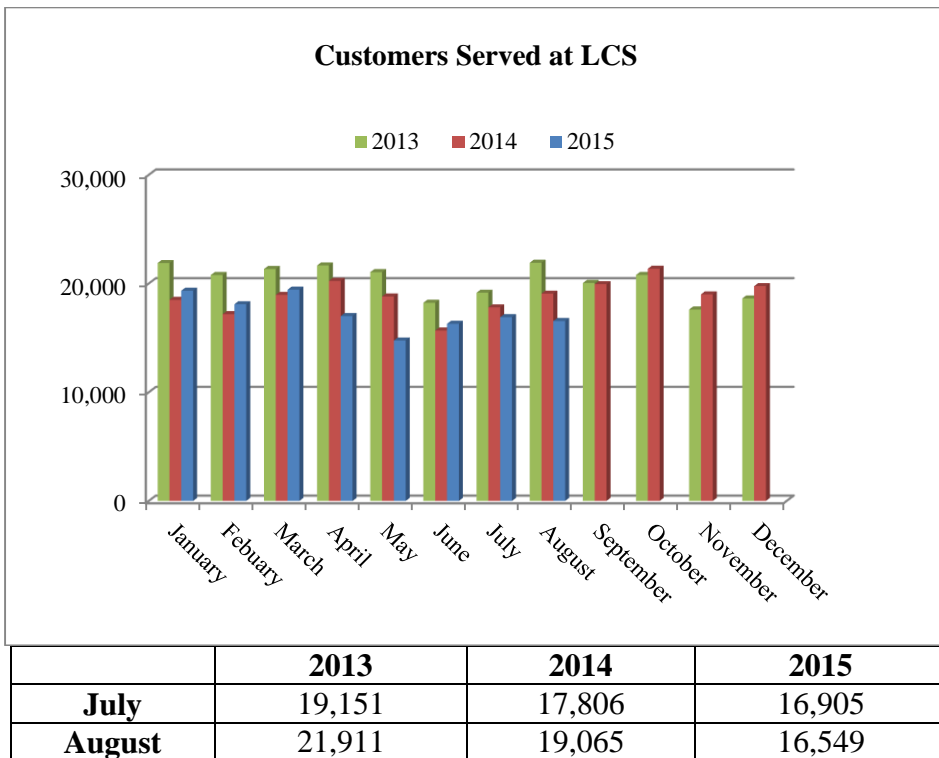
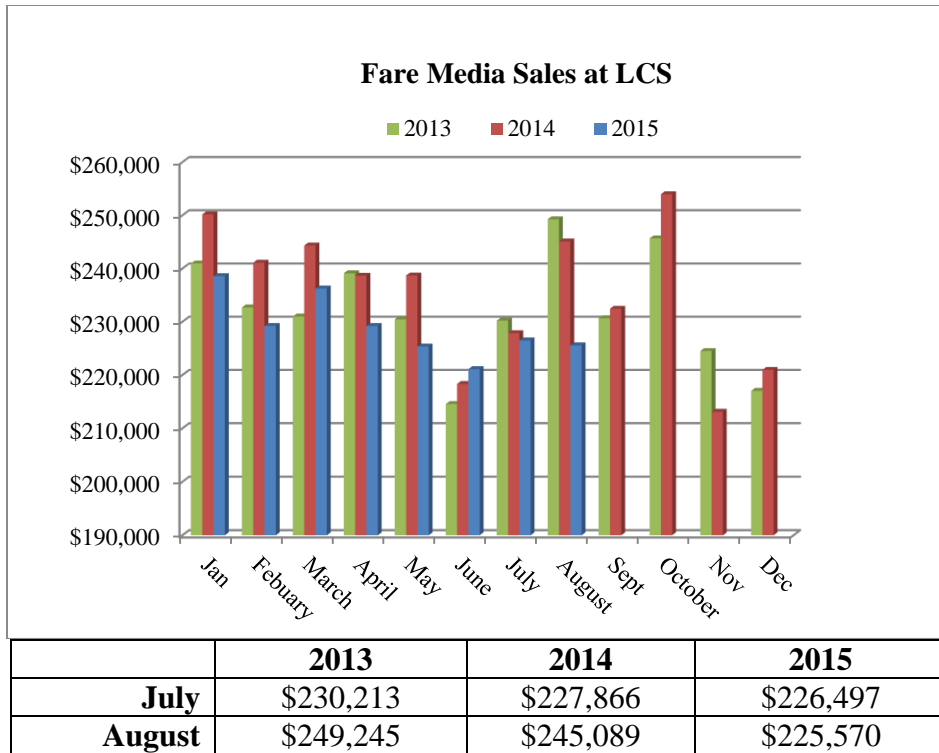
August 12	Links 1 and 436N can take you to Uptown Altamonte. Response to question about route information.
August 13	Throwback Thursday.
August 14	Youth/Advantage photo ID cards every third Saturday. Grant workshop reminder.
August 15	Back to school shopping? LYNX can take you there.
August 16	August service changes.
August 17	How to prepare for your ride video. Service alert: WDW cast parking closure.
August 18	Video showing the areas of service for new FastLinks 406 & 407.
August 19	Stand up for public transportation. Service alert: bus stop relocation on International Drive and Convention Way.
August 20	Throwback Thursday. Board of Directors meeting date change.
August 21	Holiday schedule. August 23 service changes.
August 22	Service changes. Bus stops changes starting August 23.
August 23	August service changes begin today.
August 24	New FastLinks 406 and 407 routes. Service alert: Detour due to the repaving of the Epcot cast parking lot. KnightLYNX service.
August 25	Name that stop! Service alert: South Westmoreland Drive closure due to I-4 ultimate project Service alert: Oxalis Drive closure.
August 26	Holiday schedule. Tag a friend giveaway.
August 27	Throwback Thursday. FastLink 418 additional stop added.
August 28	Service alert: Orlando City Soccer game detour.
August 29	Orlando City Soccer Club game day.
August 30	Good morning from International Drive! Links 8, 38, 42, 58 and 111 can take you there!
August 31	How about a morning dose of The #CityBeautiful to start your week? #HappyMonday

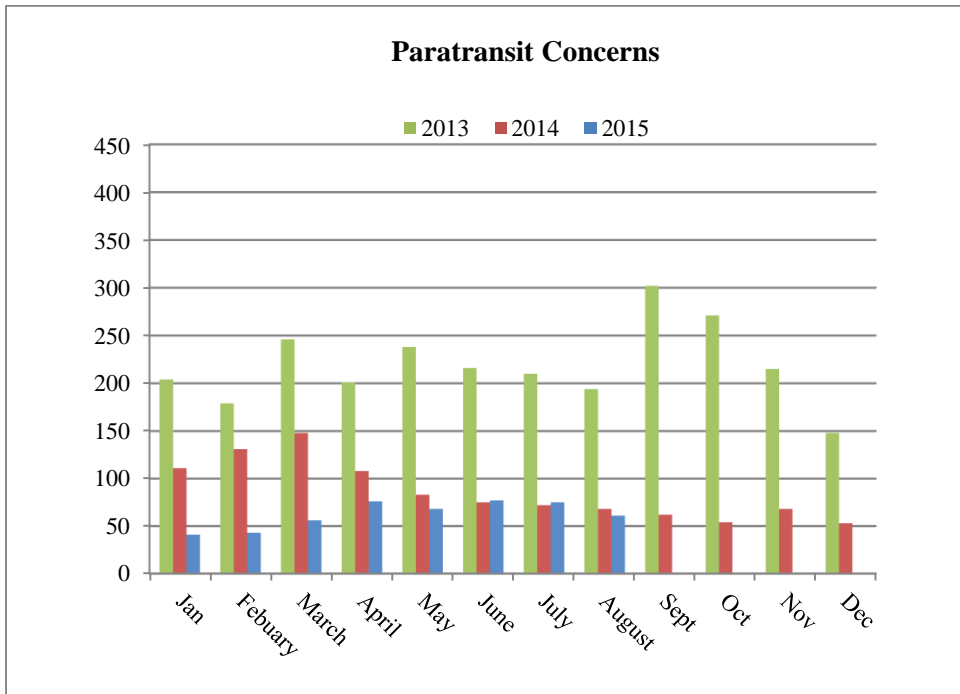
SOCIAL MEDIA USAGE	JULY 2015	AUGUST 2015
Facebook Likes	3,506	3,108
Facebook – No. of People Reached	29,037	31,535
Twitter Followers	2,570	2,656

WEBSITE USAGE	JULY 2015	AUGUST 2015
Total Page Views	730,064	763,441
Total User Visits	94,540	96,691

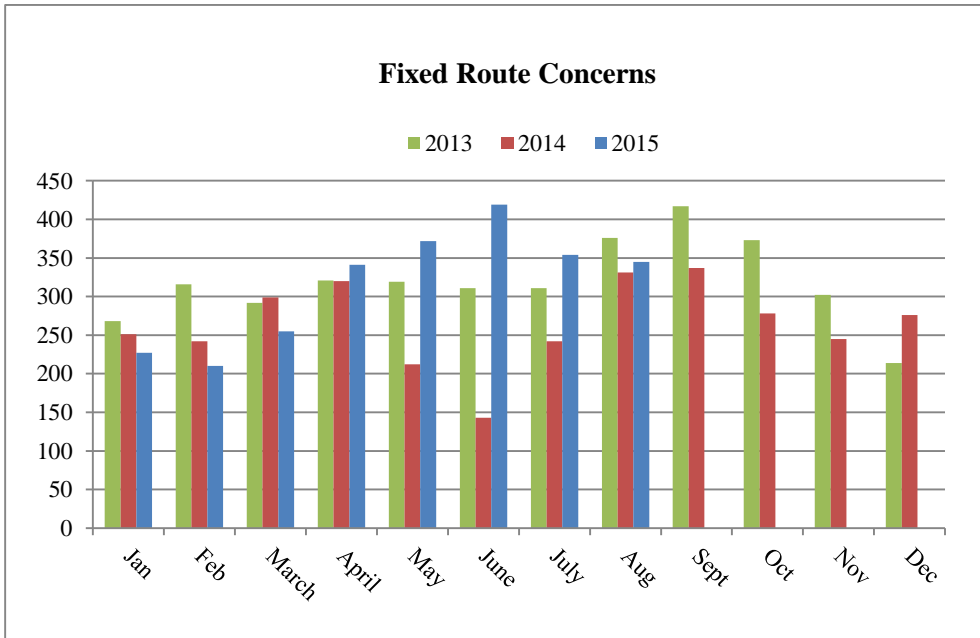
Customer Service



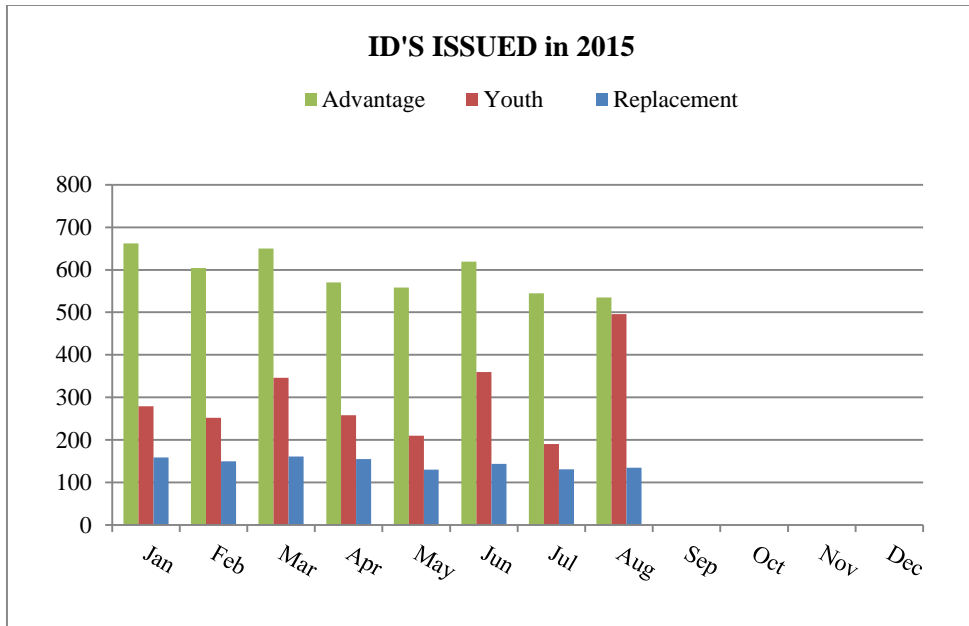




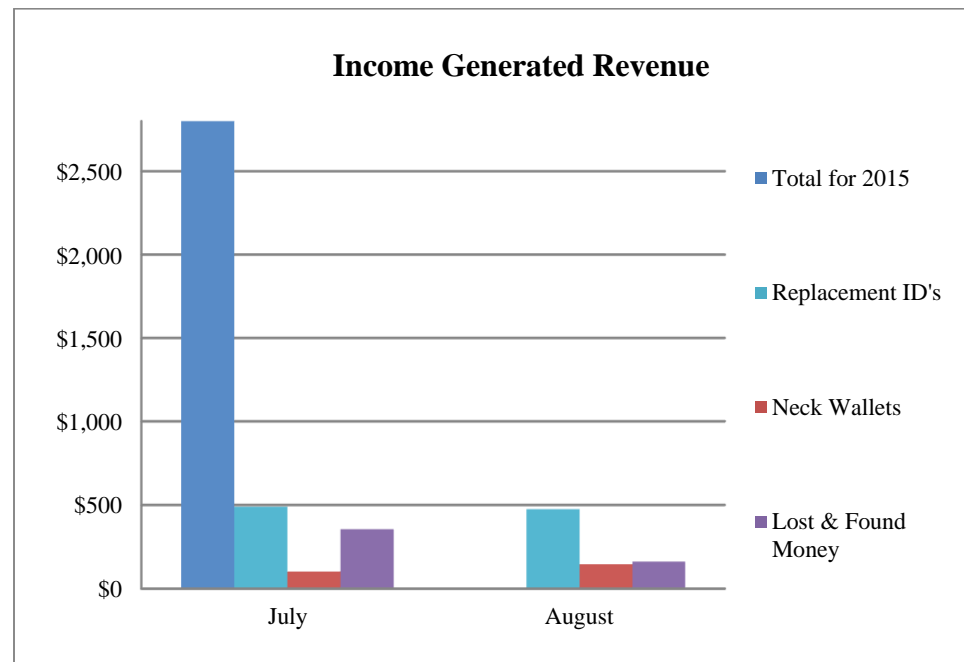
	2013	2014	2015
July	210	72	75
August	194	68	61



	2013	2014	2015
July	311	242	354
August	376	331	345



	Advantage	Youth	Replacement
July	545	190	131
August	535	496	135



	Replacement ID's	Neck Wallets	Lost & Found Money
July	\$489	\$102	\$355.67
August	\$475	\$146	\$162.00

Monthly Report F: Business Development Report

To: LYNX Board of Directors

From: **Matthew Friedman**
 DIRECTOR OF MARKETING COMM
Matthew Friedman
 (Technical Contact)
Cindy Zuzunaga
 (Technical Contact)

Phone: 407.841.2279 ext: 6206

Item Name: Business Development Report

Date: 9/11/2015

Outreach Events & Meetings

Orlando Veterans Affair: New Employee Orientation – 7/13 (60 registrants)
 Maitland I-4 Lunch & Learn – 8/26

Commuter Vanpool		
Vanpools	June 2015	July 2015*
Vanpool Participants	821	835
Total Revenue Miles YTD	1,864,890	2,075,890
New Vanpools	3	3
Returned Vanpools	1	2
Current Vans in Service	131	133
Pending Vanpool Interest	Veterans Affairs (10)	Veterans Affairs (10)
	Coleman Prison (1)	Coleman Prison (1)
	Sea World (4)	Sea World (4)
	Lockheed Martin (3)	Lockheed Martin (3)
	TSA (2)	TSA (2)
	Darden (1)	Darden (1)
	Department of Defense (1)	Department of Defense (1)
Phone Inquiries	49	51
*Estimated Numbers		

Monthly Report G: Employee Travel Report

To: LYNX Board of Directors

From: **John Lewis**
 CHIEF EXECUTIVE OFFICER
Deborah Morrow
 (Technical Contact)
Blanche Sherman
 (Technical Contact)

Phone: 407.841.2279 ext: 6017

Item Name: Monthly Employee Travel - August 2015

Date: 9/11/2015

EMPLOYEE / DEPARTMENT	DESTINATION	PURPOSE	DEPARTURE AND RETURN DATES	TOTAL ESTIMATED AGENCY COST	AGENCY COST
John Lewis Executive	St Augustine, FL	To attend Floridians for Better Transportation (FBT) Annual Transportation Summit and to present to the Florida Transportation Commission (FTC) the FY2014 Transportation Authority Monitoring & Oversight Report	07/23/2015 - 07/24/2015	603	603
Desna Hunte Executive	Ft. Lauderdale, FL	To attend the Southern Transportation Civil Rights Training Symposium	08/02/2015 - 08/07/2015	1,425	1,425
TOTAL ESTIMATED COSTS and AGENCY COSTS				2,028	2,028