




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

1. Call to Order & Pledge of Allegiance

2. Approval of Minutes

-  Minutes from the July 28, 2011 Board of Directors Meeting Pg 1





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. Release Requests for Proposal (RFP)


- i.  Authorization to Release a Request for Proposal (RFP) for Solar Powered Trash Compactors Pg 11
- ii.  Authorization to Release a Request for Proposal (RFP) for US 192 Alternative Analysis Pg 13
- iii.  Authorization to Release a Request for Proposal (RFP) for the GIS Strategic Plan Update Pg 15
- iv.  Authorization to Issue an Invitation for Bid (IFB) for Bus Tire Leasing Pg 17

B. Award Contracts


- i.  Authorization to Ratify the Award of Contract #12-C03 to RKA Petroleum Companies for the Purchasing of Dyed Ultra Low Sulfur Diesel Fuel Pg 19
- ii.  Authorization to Ratify the Award of Contract #12-C04 to Glover Oil Company, Inc. for the Purchase of B-99 Biodiesel Fuel Pg 21
- iii.  Authorization to Ratify the Award of Contract #12-C05 to RKA Petroleum Companies for the Purchase of 87 Octane Unleaded Gasoline Pg 23
- iv.  Authorization to Award Contract #12-C06 to Blue Cross Blue Shield for Health Care Services Pg 25


C. Extension of Contracts


- i.  Authorization to Exercise the First Year Option of Contract #09-C04 with Solantic for Occupational Health Services Pg 29
- ii.  Authorization to Exercise Second Option Year of Contract #07-026/ASG with Bank of America for Banking Services Pg 30
- iii.  Authorization to Exercise the First Year Option of Contract #09-C07 with Data Transfer Solutions, LLC for General Consultant Services Pg 31
- iv.  Authorization to Exercise First Year Option of Contract #09-C08 with Reynolds, Smith and Hills, Inc. for General Consultant Services Pg 33


- v.  Authorization to Exercise Second Year Option of Contract #07-043 with Tuff Cut, Inc. for Landscaping Maintenance Services at LYNX Facilities Pg 35


D. Miscellaneous


- i.  Authorization to Amend Contract #06-034 with MV Transportation, Inc., to Add to the "Not to Exceed" Dollar Amount Pg 37


- ii.  Authorization to Dispose of Items Accumulated Through the Lost and Found Process Pg 38


- iii.  Authorization to Amend Contract #08-C14 General Counsel Services with Akerman & Senterfitt Pg 39

- iv.  Authorization to Ratify the Submittal of the Grant Application to the Federal Transit Administration (FTA) for 5309 Bus and Bus Facilities for Veterans Transportation and Community Living Initiative Pg 41


- v.  Authorization to Submit Grant Applications to the Federal Transit Administration for Fiscal Year 2011 Urbanized Area Program, Capital Investment Fixed-Guideway Program and Surface Transportation Program (STP) Apportionments Pg 44

- vi.  Authorization to Negotiate and Enter into a Memorandum of Understanding with the University of Central Florida (UCF) for Rehabilitation of the UCF Transfer Center Pg 46

- vii.  Authorization to Increase Contract #09-C28 with Fisher, Rushmer, Werrenrath, Dickson, Talley & Dunlap, P.A. and Contract #09-C29 with Zimmerman, Kiser & Sutcliffe, P.A. for General Liability Legal Services. Pg 48


- viii.  Authorization to Ratify the Joint Participation Agreement (JPA) with the Florida Department of Transportation (FDOT) for Construction, Operation and Maintenance of the Kissimmee Intermodal Center Pg 50

-Attachments 


- ix.  Authorization to Ratify the Amendment to the Interlocal Agreement Between the City of Orlando and LYNX to Include the Parramore Bus Rapid Transit, LYNX Orlando Trail and the Downtown Orlando East/West Circulator Pg 69

-Attachments 


- x.  Authorization to Execute an Interlocal Agreement with VOTRAN for Commuter Bus Service between Volusia County and Downtown Orlando Pg 92

- xi.  Authorization to Adopt Resolution No. 11-007 to Appoint Donna Tefertiller, Director of Human Resource to the Administrative Committee for the LYNX' Money Purchase and 457 Deferred Compensation Plans Pg 105

-Attachments 


- xii.  Authorization to Adopt Resolution No. 11-008 to Appoint Donna Tefertiller, Director of Human Resource as a Trustee to the LYNX Chief Executive Officer (CEO) Retirement Plan Pg 109

-Attachments 




- xiii.  Authorization to Adopt Resolution No. 11-009 to Appoint Donna Tefertiller, Director of Human Resource as Management Trustee to the Amalgamated Transit Union (ATU) Local 1596 Pension Plan Pg 112

-Attachments 

- xiv.  Confirmation of the Appointment of Donna Tefertiller as Director of Human Resources Pg 115

-  Authorization to Amend the FY 2011 Local Coordination Agreements and Funding Allocations with Seminole Behavioral Healthcare; Meals on Wheels; Quest, Inc.; Primrose Center, Inc.; The Opportunity Center; and The Independent Transportation Network of Orlando. Pg 116
- xvi.  Authorization to Ratify the Annual Participatory Funding Agreement with METROPLAN ORLANDO for FY2011/2012 Pg 118
- Attachments  
- xvii.  Authorization to Execute a Contract with METROPLAN ORLANDO for Fiscal Year 2011/2012 Transit Planning Activities Pg 125
- Attachments  
- xviii.  Authorization to Ratify the Submittal of Shirley Conroy Rural Area Capital Assistance Support Grant Application to the Florida Commission for the Transportation Disadvantaged for Three Replacement Paratransit Vehicles Pg 145
- Attachments 
- xix.  Authorization to Negotiate and Execute the FY 2012 Sub-recipient Agreements for Potential Job Access Reverse Commute (JARC) and New Freedom Program (NFP) Grant Funding with the Following Local Coordinating Human Services Agencies; Meals on Wheels; Seminole Behavioral Healthcare; The Opportunity Center and The Independent Transportation Network of Orlando Pg 149
- Attachments  
- xx.  Authorization to Finalize Negotiations and Ratify a Memorandum of Understanding (MOU) with Osceola County on the US 192 Alternative Analysis Pg 160
- Attachments 
- xxi.  Authorization to Amend LYNX' Fare Policy With an Effective Date of December 4, 2011 Pg 165
- xxii.  Adoption of LYNX' 2012 State Legislative Priorities Pg 170

6. Action Agenda

- A.  Authorization to Adopt Fiscal Year 2012 Operating and Capital Budgets Pg 172
- B.  Authorization to Extend and Amend the FY2011 Service Funding Agreements with the Regional Funding Partners Pg 177
- Attachments 

7. Information Items

- A.  LYNX 12-month Rolling Calendar Pg 221

8. Other Business

9. Monthly Reports

	 Monthly Financial Reports - August 31, 2011	Pg 223
	-Attachments 	
B.	 Monthly Financial Reports - July 31, 2011	Pg 230
	-Attachments 	
C.	 LYNX American Recovery and Reinvestment Act Project Status Report	Pg 237
	-Attachments 	
D.	 Ridership Report for June, July & Draft August 2011	Pg 240
E.	 Planning and Development Report	Pg 252
F.	 Communications Report	Pg 257
G.	 Government Relations Report	Pg 265
H.	 Monthly Employee Travel - September 2011	Pg 271
I.	 Monthly Employee Travel - August 2011	Pg 273

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

In accordance with the Americans With Disabilities Act of 1990, persons needing a special accommodation at this meeting because of a disability or physical impairment should contact Sarah Tirado at 455 N. Garland Ave, Orlando, FL 32801 (407) 841-2279, extension 6012, not later than three business days prior to the meeting. If hearing impaired, contact LYNX at (407) 423-0787(TDD).

LYNX
Central Florida Regional Transportation Authority
Monthly Board Meeting Minutes

PLACE: LYNX Central Station
455 N. Garland Avenue
Board Room, 2nd Floor
Orlando, FL 32801

DATE: May 26, 2011

TIME: 3:12 p.m.

Members in Attendance:

Seminole County Commissioner, Carlton Henley, Chair
Osceola County Commissioner, Brandon Arrington, Vice Chair
Orange County, Mayor Teresa Jacobs
FDOT District 5 Secretary, Noranne Downs

Members Absent:

City of Orlando, Mayor Buddy Dyer, Secretary

1. Call to Order and Pledge of Allegiance

The Chairman, Commissioner Carlton Henley, called the meeting to order at 1:07 p.m. Chairman Henley asked Commissioner Brandon Arrington to lead the Pledge of Allegiance.

2. Approval of Minutes

Motion was made and seconded to approve the Minutes of the May 26, 2011 Board of Directors. The Motion passed unanimously.

3. Recognition

The Chairman recognized Edward Johnson, Chief Administrative Officer, to present LYNX employee recognitions.

20 Years of Service:

Charles Plum, Technician A Vehicle Maintenance

25 Years of Service:

Willie Nichols, Technician A Vehicle Maintenance

4. Public Comments

Chuck Graham addressed the Board regarding concerns for the selection of Transportation America to provide the non-core paratransit service. He also advocated for dedicated funding.

Eve Russ addressed the Board regarding concerns for the lack of on-time performance for LINK 48 connection to LINK 44. Additionally, the connection of the two LINKS is one minute. When LINK 48 is late, it is not possible to make the connection and the passenger is waiting one hour for the next bus.

The Chairman asked staff to look into Ms. Russ' concerns.

Fred McMillian addressed the Board regarding the crossing at Orange Blossom Trail between Taft & Vineland Roads and to request a bus stop in front of the community of 600 residents. He noted that the nearest stop is 1 ½ blocks. Mr. McMillian also advocated for an additional bus to run on LINK 4 as the bus is always full.

The Chairman asked staff to look into Mr. McMillian's concerns.

5. Chief Executive Officer's Report

The Chairman recognized John Lewis, Chief Executive Officer.

Mr. Lewis noted that one of LYNX' Articulated vehicles has been wrapped in a design created in-house to resemble the "SunRail" commuter train and is on display in front of LYNX. He further noted that the Articulated bus is scheduled to operate on LINK 4 due to the high passenger count that Mr. McMillian previously noted.

A copy of LYNX' new "FastLINK" brochure and schedule has been placed at each Board member's seat. Mr. Lewis stated the new service will begin August 2011 and is a part of the new transit model. FastLINK is designed to provide a more timely and efficient service. He noted the first two routes will be FastLINK 441 operating on the Orange Blossom Trail corridor and FastLINK 17-92. During the peak morning and afternoon commuting, approximately every other vehicle will operate on a limited express making connections at major transfer stations and points with high ridership. The limited express will decrease travel times for the passengers of up to 40%. This new model will highlight the efficiency of transit and attract the choice rider.

Ridership continues to outpace all projections. Over the last several quarters, ridership is averaging a 10% increase over last year. As a result of increased ridership, revenues from fares continue to outperform the budget estimate. Some gains have been offset by the increase cost of fuel. The Board of Directors recently enabled staff to begin hedging fuel purchases. For FY2012, 50% of the fuel has been locked in below budget. The FY2011 fuel budget was \$2.48 per gallon and we are currently paying \$3.13. This is a significant difference going into next year with locked in prices and creating budget stability moving forward.

The Board congratulated staff on the Articulated Bus' SunRail design.

The Board asked staff for clarification of Consent Agenda item A.ii what is the expected outcome of the demonstration project.

Staff provided that the project is the Altamonte Springs / Casselberry FlexBus circulator. The technology design and development will be completed, purchase the vehicle equipment, and put it on the street as a demonstration project. Staff anticipates it will be incorporated into other Flex services.

6. Consent Agenda

A. Release Requests for Proposal (RFP)

- i.** Authorization to Release a Request for Proposal (RFP) for Providing Occupational Health Services
- ii.** Authorization to Release a Request for Proposal (RFP) to Design, Assist in Deployment and Evaluate the Altamonte Springs and Casselberry FlexBus Concept
- iii.** Authorization to Release a Request for Proposal (RFP) for the Design and Construction of the Downtown Orlando East/West Bus Rapid Transit Circulator

B. Award Contracts

- i.** Authorization to Award a Sole Source Contract to Trapeze for the Purchase of Blockbuster Run Cutting Optimizer Software

C. Extension of Contracts

- i.** Authorization to Exercise the Third and Final Option Year of Contract #08-C04 with JEJ & Associates, Inc., for State Lobbying Services
- ii.** Authorization to Exercise the Third and Final Option Year of Contract #08-C05 with Gray Robinson, P.A., for State Lobbying Services
- iii.** Authorization to Exercise the Fourth Year Renewal Option of Contract #07-019 with Spencer Fabrications, Inc. for Bus Shelters

D. Miscellaneous

- i.** Authorization to Initiate the Public Participation Process for the December 4, 2011 Service Changes
- ii.** Authorization to Support Collaborative Efforts with Local Partners for Potential Grant Applications under USDOT's TIGER Discretionary Grants, FTA's Transit Climate Change Adaptation Assessment Pilot and HUD's Sustainability Regional Planning Program
- iii.** Authorization to Ratify Amendment #2 of the Florida Commission for the Transportation Disadvantaged Medicaid Non-Emergency Transportation (NET) Program Agreement (#BDM88)
- iv.** Authorization to Issue a Purchase Order to First Class Coach Sales Under the Florida Department of Transportation's Vehicle Procurement Program (FVPP) State Contract #TRIPS-10-SCLF-FCCS for the Procurement of Fourteen Circulator and Six Fixed Route Vehicles
- v.** Authorization to Ratify the Final Draft Submittal of the Fiscal Years 2012- 2020 Transit Development Plan (TDP) Update to the Florida Department of Transportation
- vi.** Authorization to Auction Surplus Equipment and Obsolete Bus Parts
- vii.** Authorization to Ratify the Release of a Request for Proposal (RFP) for Express Bus Service

- viii. Authorization to Renew the Lease Agreement with the City of Orlando for Office Space at LYNX' South Street Facility
- ix. Authorization to Adopt Resolution No. 11-005 to Reappoint Albert J. Francis, II as Management Trustees to the Amalgamated Transit Union (ATU) Local 1596 Pension Plan
- x. Confirmation of the Appointment of Edward L. Johnson as General Manager
- xi. Authorization to Enter into an Annual Coordination Agreement with Three Medicaid Compensable Entities and Fifty-four Non-Compensable Entities
- xii. Authorization to Submit Grant Application to the Federal Transit Administration for Sustainability Program TIGGER III and Clean Fuels/Bus and Bus Facilities Funding
- xiii. Authorization to Modify Contract #10-C26 with Entech Creative Industries Corporation
- xiv. Authorization to Amend the Service Contract with Polk County to Include Two Additional Routes in the Haines City Area
- xv. Authorization to Implement Fixed Route Schedule Changes for August 14, 2011
- xvi. Authorization to Ratify the Submittal of State of Good Repair and Livability Grant Applications to the Federal Transit Administration

Motion was made and seconded to approve the Consent Agenda Items 6.A.i through 6.D.xvi. The motion passed unanimously.

The Board commended LYNX' CEO, John Lewis, for recognizing the value that Edward Johnson brings to the organization and congratulates Mr. Johnson on his appointment.

7. Action Agenda

A. Authorization to Accept the Restated LYNX ATU 1596 Pension Plan

The Chairman recognized Edward Johnson, Chief Administrative Officer, to make the presentation.

Mr. Johnson noted that several years ago, the Board of Directors instructed LYNX staff to bring before it any actions to take place with regard to the Amalgamated Transit Union (ATU) 1596 Pension Plan.

Staff updated the Board in November 2010 of our intention to have the Plan restated incorporating previous amendments to the Plan and to then submit the Plan to the IRS for a "Letter of Determination".

This restatement is not intended to change any provisions of the LYNX ATU Pension Plan, but merely to incorporate all of the existing approved amendments, statutory and regulatory language into the document that is required for the Plan to retain its tax qualified status.

The Plan document has been submitted to the IRS and the plan is waiting on a response from the IRS.

Motion was made and seconded to accept the restated LYNX ATU 1596 Pension Plan. The Motion passed unanimously.

B. Authorization to Award a Contract to MV Transportation, Inc., for Paratransit Core Services

The Chairman recognized Lisa Darnall, Chief Operating Officer, to make the presentation.

LYNX released a Request for Proposals for Paratransit Core Services and Non-Core Services.

- **Paratransit Non-Core Services**
 - Monday to Saturday, 6:00 p.m. to 4:00 a.m.
 - Sunday, all day

- **Paratransit Core Services**
 - Monday to Saturday, 4:00 a.m. to 6:00 p.m.

Ms. Darnall noted that at the May 26, 2011 Board of Directors meeting, staff received the Board's approval to award a contract to the Non-Core service provider, Transportation America.

In addition, staff received the Board's approval to accept the recommendation of the Source Evaluation Committee's (SEC) ranking MV Transportation Inc., as number one for the Core Paratransit Services contract and to move forward in negotiating a contract, but that the contract had to be brought back to the Board for its approval.

MV and LYNX staff met several times in order to achieve these desired results. MV's original proposal for the Core service saved LYNX approximately \$3M over the current contract, primarily due to LYNX providing a facility and purchasing the remainder of the required fleet over the next three years. Through negotiations, LYNX will save an additional \$2.6M over MV's original proposal.

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to award and execute a five year Contract to MV Transportation, Inc., for Paratransit Core Services not to exceed \$66,336,584. The term of the Contract will be October 1, 2011 through September 30, 2016. The actual Contract amount will vary depending on the demand for services as the Contract pricing is based on a fixed plus hourly rate, which are as follows: \$13,216,525 for year one, \$13,063,632 for year two, \$13,204,603 for year three, \$13,272,441 for year four, and \$13,579,383 for year five.

The yearly estimates are however, as noted above, estimated based on trip volume, and therefore, LYNX will not know the actual cost of the services. MV Transportation, however, will not be permitted to exceed the foregoing annual amounts without LYNX approval. If in any given year, the trip volume exceeds the foregoing estimates by more than five percent (5%), staff will seek authorization from the Board to amend the contract

accordingly. LYNX staff is therefore requesting approval of the Board to increase the foregoing amounts by up to five percent (5%).

Motion was made and seconded to authorize the Chief Executive Officer (CEO) or designee to award and execute a five year Contract to MV Transportation, Inc., for Paratransit Core Services not to exceed \$66,336,584. The Motion passed unanimously.

8. Work Session

A. Review of LYNX Draft 20 Year Strategic Transit Concept Plan

The Chairman recognized Tony Walter, Director of Planning & Development, to make the presentation.

Mr. Walter stated that in May 2010, LYNX began the development of the Long Range Strategic Master Plan. This plan was designed to refine the network of eighteen (18) high-capacity transit corridors and establish a vision for public transportation for the next 20 years. During the public involvement process, an additional 4 corridors were added.

The objectives for this study are as follows:

- Provide a blueprint for the growth and expansion of LYNX public transportation services through the year 2030.
- Serve as a bridge document between the 5-Year Service Plan and the METROPLAN 2030 Long Range Transportation Plan.
- Help drive economic development and redevelopment throughout the region.
- Demonstrate the role that LYNX could play at various funding levels.

Staff provided the Board with an update at the January 2011 Board meeting on the status of the study. The purpose of this update is to review preliminary findings of the plan for comment prior to the request to adopt the plan at the September 28, 2011 Board meeting. The presentation will address the modal recommendations for the 22 corridors, the underlying transit network that will support the transit concept plan, and the preliminary financial analysis.

The developing the Plan, the corridors were divided into segments with similar demographics, land use and characteristics. The segments then were reviewed for the type of modal transit that would be best suited:

- Local Bus – 10/15 minute service
- Enhanced Express Bus – limited or no stops from origin to destination
- Bus Rapid Transit
- Light Rail – corridors identified include International Drive and Winter Park to Downtown Orlando
- Street Car – 6 areas identified for this rail system similar to light rail but with different characteristics – 2 corridors identified as candidates were International Drive and Downtown Orlando; 2 corridors identified for future potential were Downtown

Kissimmee and Downtown Winter Park; 2 corridors identified that were not candidates within the Plan timeline were Sanford and Apopka

The MetroPlan Long Range Transportation Plan was reviewed for compatibility with LYNX Vision 2030. Differences noted were:

- International Drive to Medical City/Innovation Way
- U.S. 441 to Apopka
- U.S. 17-92 north of Winter Park
- Pine Hills Road
- Medical City/Innovation Way to University of Central Florida

In prioritizing the mode by segments, the following is considered:

- Right-of-way availability
- Potential for coordinated improvements
- Current operation characteristics
- Other on-going studies
- Potential for other funding sources

The underlying network review has begun and includes:

- Current LYNX service
- Boardings and alightings at each bus stop
- Premium modal assignment
- Characteristics of area to be served

Preliminary Financial Analysis includes:

- Expanded LYNX short range model
- Developed cost and revenue growth rate assumptions
- Evaluated future funding needs based on existing conditions
- Analyzed impact of potential supplemental revenue sources

The timeline to complete the plan is as follows:

- **August 2011** – Review of draft plan with Regional Working Group and METROPLAN Subcommittees
- **September 2011** – Adoption of plan by LYNX Board
- **October 2011** – Plan will be taken to the METROPLAN Orlando Board

B. Presentation on Retirement and Group Healthcare Benefits

The Chairman recognized Bert Francis, Chief Financial Officer, to make the presentation.

Mr. Francis noted that at the April 7, 2011 meeting of the Audit Committee, the Committee requested staff to provide a presentation on the retirement program and group healthcare benefits.

➤ Current Retirement Programs

Who is covered	Type of Plan	# of Employees	Rate
• Union Employees (ATU 1596)	Defined Benefit	757	10.77%
• Administrative Employees	Defined Contribution (MPP)	155	12%
• Union Supervisors (ATU 1749)	Defined Contribution (MPP)	55	12%
• Administrative Employees	FRS	6	7.91%

- Union (ATU 1596) Defined Benefit Plan
 - ✓ Contribution rate is calculated by an Actuary
 - ✓ For FY2012, the recommended contribution before assumption changes:
Employer: 10.77% Employee: 5.79%
If approved actuary recommendations:
Employer: 11.87% Employee: 6.39%
- Defined Contribution / Money Purchase Plan (MPP)
 - ✓ FY2012 Budget = 12%
Each 1% rate change = \$100,000 annual
- Florida Retirement System (FRS)
 - ✓ Rate Effective 7/1/11
Employer: 4.91% Employee: 3.00%
 - ✓ Rate Effective 7/1/12
Employer: 6.58% Employee: 3.00%

➤ Post Retirement Benefits

- No employee receives health care coverage for life
- No employer paid post employment retirement benefits for Administrative employees
- Union employees – get % of health care benefits based on age and years of service
 - Until 65 when eligible for Medicaid
10 Employees – Yearly LYNX cost = \$ 46,000
 - FY2012 – More eligible
Possibly 37 Employees – Yearly LYNX cost = \$120,000
 - Benefit is subject to Union Contract negotiations

➤ Healthcare Plan

Mr. Francis noted that a consultant was engaged to explore healthcare options for FY2012 including a fully-insured plan and a self-insured plan.

- Initial results included:
 - Self-insured medical plan does not appear to be a viable option
 - Under a fully-insured plan, medical plan options were received from
 - ✓ United Healthcare
 - ✓ Blue Cross/Blue Shield
 - Both options included
 - ✓ Point of Service Plan (POS)
 - ✓ High Deductible Plan (HDHP)
 - Also reviewed the following account types

- ✓ Flex Spending Account (FSA)
 - ✓ Health Savings Account (HSA)
 - ✓ Health Reimbursement Account (HRA)
- Reviewed proposals for Dental, Vision, Life and Disability plans
- Final Steps
 - Analysis of the following
 - ✓ Options under both plans
 - ✓ Deductible limits
 - ✓ Provider networks
 - ✓ Cost sharing of premiums
 - ✓ Wellness incentives
 - ✓ Funding of the HSA/HRA accounts
 - Complete analysis and have recommendations in September in time for open enrollment in October

9. Other Business

The Chairman asked if there was other business to bring before the members.

The Chairman recognized LYNX CEO, John Lewis.

Mr. Lewis noted that additional information has been received regarding Consent Agenda Item D.ii., Authorization to Support Collaborative Efforts with Local Partners for Potential Grant Applications under USDOT's TIGER Discretionary Grants, FTA's Transit Climate Change Adaptation Assessment Pilot and HUD's Sustainability Regional Planning Program.

Mr. Lewis reported that LYNX has been working with FDOT and MetroPlan Orlando to coordinate submissions for Federal grants. Mr. Lewis pointed out that staff has been made aware that FDOT may also submit an application

As the transit agency and in keeping with the LYNX' 2030 Vision, it is LYNX' responsibility to move forward with an alternatives analysis for the U.S. 1-92 corridor. LYNX received federal funds for this project last year. Two other projects that are on the regions' priority project list, Orange Blossom Trail commuter rail expansion and the corridor serving the airport, did not receive federal grant funds. It was LYNX' understanding that FDOT and MetroPlan were funding the two corridor studies individually. Originally, LYNX' alternative analysis submission for the U.S. 1-92 corridor was the only AA grant submission. However, staff understands that FDOT may re-submit the other two corridor projects.

Mr. Lewis noted that staff wanted to advise the Board that LYNX may find itself competing for the same grant funds by its submission.

The Board recommended that staff proceed with the TIGER grant submission.

The Chairman then recognized LYNX General Counsel, Pat Christiansen.

Mr. Christiansen requested clarification from the Board of Directors

Mr. Christiansen noted Consent Agenda Item 6.D.x., Confirmation of the Appointment of Edward L. Johnson as General Manager, referenced LYNX' Administrative Rules 1 & 2. The Item proposes that Mr. Johnson's position be reclassified from Chief Administrative Officer to General Manager, a position defined as an "Executive Officer" under the Administrative Rules. However, the Administrative Rules define a "Senior Officer" as the Chief Administrative Officer, Chief Financial Officer, Chief Operating Officer, Chief of Staff and such other Officers of the Authority as may be designated from time to time by the Governing Board. Therefore, the reclassification of Mr. Johnson's position to General Manager should be designated as "Senior Officer".

For conformity with the Administrative Rules, Mr. Christiansen requested:

- 1) The Board of Directors' clarify the action of reclassifying Mr. Johnson's position from Chief Administrative Officer to General Manager, a position defined as a "Senior Officer".

Motion was made and seconded to confirm the appointment of Edward L. Johnson as General Manager and designated as "Senior Officer". The Motion passed unanimously.

10. Monthly Reports

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

Meeting adjourned at 2:20 p.m.

Consent Agenda Item #5.A. i

To: LYNX Board of Directors

From: Edward Johnson
CHIEF ADMINISTRATIVE OFFICER
Rudolph Walter
(Technical Contact)

Phone: 407.841.2279 ext: 6058

Item Name: Release Requests for Proposal (RFP)
Authorization to Release a Request for Proposal (RFP) for Solar Powered
Trash Compactors

Date: 9/28/2011

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 the acquisition of solar powered trash compactors for a five (5) year period as part of a State of Florida pooled procurement.

BACKGROUND:

The solar compactors are a self-contained unit with a solar cell on top. They are designed to hold a compacted 150 gallons of trash per unit. The units communicate wirelessly with the agency to indicate their fullness level and colored lighting on the units also lets field personnel know the status of the units. A specification sheet has been included as part of the bid package.

LYNX initiated a pilot project with the installation of 4 solar powered compactors at our Osceola Square Mall Transfer Center. Osceola Square Mall was identified due to the fact that it needed daily trash pick-up. In addition, the Mall was a willing partner to assist in the pilot program. Since the installation of the 4 units, pickup of trash has decreased to one time per week. The reduction of periodic cleaning of the facility has been realized since there are no open trash cans that could overflow onto the grounds. Complaints about trash from the property owner and surrounding businesses were eliminated. LYNX has saved approximately \$4,500.00 in the past year alone at the Osceola Square Mall Transfer Center.

It has been determined that there is a latent demand for this product across Florida. LYNX has an immediate need for approximately 85 of the units and potentially use up to 500 units in the future. Discussions with other transit agencies and municipalities show similar numbers. As such, LYNX anticipates putting a minimum number of 85 units in the RFP. A maximum number of units will be determined prior to the issuance of the RFP. Also LYNX will include language in the RFP that encourages creative financing (i.e. leases, lease-to-own, purchased advertising, etc.) to allow for the purchase of these units.

Conservative estimates indicate \$95,000 annual operational cost savings if trash cans at the existing transfer centers were replaced with compactors. When these same calculations are extrapolated across the possibility of placing the units at 700 bus stops, this results in another approximately \$260,000 in annual operational savings (Note that cost savings are based on the frequency of pickup. The more frequent the pickups that occurred with just a typical trash can, the greater the cost savings seen by using a compactor).

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

LYNX' procurement policy requires contractors to use a good faith effort to subcontract portions of the work for materials, supplies and services to Disadvantaged Enterprise (DBE) Firms. LYNX has an overall agency goal of 14%. The DBE Officer will work with the project manager in the development of the appropriate goal for this project.

FISCAL IMPACT:

LYNX staff has included the quantity (85) anticipated for the contract in the FY2012 budget at an estimated cost of \$574,000. In addition, LYNX intends to include an additional 100 units per fiscal year throughout the life of the contract. These quantities do not include those anticipated from other agencies that would participate in the contract.

Consent Agenda Item #5.A. ii

To: LYNX Board of Directors

From: Edward Johnson
CHIEF ADMINISTRATIVE OFFICER
Rudolph Walter
(Technical Contact)

Phone: 407.841.2279 ext: 6058

Item Name: Release Requests for Proposal (RFP)
Authorization to Release a Request for Proposal (RFP) for US 192
Alternative Analysis

Date: 9/28/2011

ACTION REQUESTED:

Staff is requesting the Board of Director's authorization for the Chief Executive Officer (CEO) or designee to release a Request for Proposal (RFP) for the US 192 Corridor Alternatives Analysis (AA) study.

BACKGROUND:

LYNX developed a FY 2010 Discretionary Livability Funding Opportunity Alternatives Analysis Program application for a Premium Corridor Planning Study along US 192. This Federal Transit Administration (FTA) grant was approved to include alternatives analysis, environmental studies, engineering and design for US 192, one of fourteen LYNX premium corridors identified in the 5-Year Service Plan as ready to advance to a premium transit mode. Completion of these studies will position the corridor to secure Federal funds targeted for construction.

This \$ 1,000,000 project will include an \$800,000 grant from the FTA to conduct an Alternatives Analysis for the US 192 corridor from US 27 to St. Cloud. This grant requires a minimum 20% (\$200,000) local match.

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

LYNX' procurement policy requires contractors to use a good faith effort to subcontract portions of their work for material, supplies and services to Disadvantaged Business Enterprise (DBE) Firms. LYNX has an overall agency goal of 14%. The DBE officer will work with the project manager to identify subcontracting opportunities for DBE and to determine the appropriate goal for the project to ensure compliance.

FISCAL IMPACT:

LYNX will immediately apply to obligate the \$800,000 grant in the Transportation Electronic Award and Management System (TEAM) which will provide funding to generate the Alternative Analysis data as well as the analysis itself, and to complete the final Alternative Analysis document.

Funding for the Alternative Analysis study in the total amount of \$1,000,000 will be included in the LYNX FY2012 Capital Budget. LYNX will provide the required 20% local match of \$200,000.

Consent Agenda Item #5.A. iii

To: LYNX Board of Directors

From: Edward Johnson
CHIEF ADMINISTRATIVE OFFICER
Rudolph Walter
(Technical Contact)

Phone: 407.841.2279 ext: 6058

Item Name: Release Requests for Proposal (RFP)
Authorization to Release a Request for Proposal (RFP) for the GIS Strategic Plan Update

Date: 9/28/2011

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to release a Request for Proposals (RFP) for development of a Geographic Information Systems (GIS) Strategic Plan and related Action Program.

BACKGROUND:

The *LYNX ITS (Intelligent Transportation Systems) Strategy Plan 2011* was completed in July, 2011. According to this document, the LYNX GIS system should play a key role in integrating information from different systems such as CAD (Computer Aided Dispatch), AVL (Automatic Vehicle Location), TSP (Traffic Signal Priority Systems) and in providing access to spatially enabled data and maps.

The proposed RFP will enable the creation of a *LYNX GIS Strategic Plan* that will create a vision of the GIS systems and technologies to be implemented. The plan will also include a GIS action program to achieve this vision, including needs to be met in five years and in ten years, as well as strategic goals to be achieved. The GIS Plan will consider GIS technology investments that provide better information and services to LYNX' customers, improve the overall customer experience, improve efficiencies, and reduce costs. The draft scope is complete and upon Board approval, will be finalized and released.

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

LYNX' procurement policy requires contractors to use a good faith effort to subcontract portions of their work for material, supplies and services to Disadvantaged Business Enterprise (DBE) Firms. LYNX has an overall agency goal of 14%. The DBE officer will work with the project manager to identify subcontracting opportunities for DBE and to determine the appropriate goal for the project to ensure compliance.

FISCAL IMPACT:

The Unified Planning Work Program (UPWP) Item 4.4.2 identifies funds for Planning Studies, specifically for Technology and Innovation. LYNX Staff has included \$75,000 in the FY2012 Operating Budget to support the anticipated cost of the plan.

Consent Agenda Item #5.A. iv

To: LYNX Board of Directors

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

Phone: 407.841.2279 ext: 6036

Item Name: Invitation for Bid (IFB)
Authorization to Issue an Invitation for Bid (IFB) for Bus Tire Leasing

Date: 9/28/2011

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to issue an Invitation for Bid (IFB) for bus tire leasing. The resulting contract would be for an initial term of three (3) years and two (2) one year options.

BACKGROUND:

Contract IFB 07-006 was established for three (3) years plus two (2) one year options. In April 2012 the second option year will expire. Due to the complexity of the bid, lead time is needed for this procurement.

The concept of leasing bus tires is considered the norm in the transit industry. Leasing tires reduces LYNX' cost and eliminates the need to own and control inventory of spare tires. Transit bus tires are constructed with approximately twice the amount of tire tread rubber as compared to commercial grade truck tires and are not widely available for purchase.

Tires for LYNX buses have been leased from the Goodyear Tire and Rubber Company since December 1992. The current contract was established in April 2007 for three (3) years with two (2) one-year options for renewal. The contract and all options have been exercised.

The following table highlights the cost savings associated with leasing tires:

Cost Comparison Purchase vs Leased Tires

Figures reflect current pricing for IFB Contract #07-006

Tire Description	Purchase Price	Current Lease Rate/ Tire Mile	Lease Price	Saving/Tire	Tires on Buses	Total Savings
Transit Tire - Standard B305/85R22.5 Tread = 41/32"	\$753.00	\$0.007822	\$430.21	\$322.79	1,500	\$484,185.00
B275/70R22.5 Transit Tire - 29 FT LF Bus Tread = 34/32"	\$518.00	\$0.010319	\$515.95	\$2.05	108	\$221.40
B305/70R22.5 Transit Tire - Artic Bus Tread = 34/32"	\$617.00	\$0.010319	\$515.95	\$101.05	16	\$1,616.80
Savings of Leasing vs Purchasing						\$484,406.40

Notes: Numbers are based on an average tire usage of 55,000 miles. Above savings are based on replacing all tires in the fleet with tires that are purchased.

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

LYNX' procurement policy requires contractors to use a good faith effort to subcontract portions of their work for material, supplies and services to Disadvantaged Business Enterprise (DBE) Firms. The established goal for project is 14% with the ability to identify ready willing and able firms for subcontracting opportunities for the project. The DBE officer will work with identified firms to ensure compliance.

FISCAL IMPACT:

LYNX staff has included \$935,000 in the FY2012 Adopted Operating Budget to support the cost of leased tires and tire maintenance.

Consent Agenda Item #5.B. i

To: LYNX Board of Directors

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

Phone: 407.841.2279 ext: 6047

Item Name: Award Contracts
Authorization to Ratify the Award of Contract #12-C03 to RKA Petroleum Companies for the Purchasing of Dyed Ultra Low Sulfur Diesel Fuel

Date: 9/28/2011

ACTION REQUESTED:

Staff is requesting the Board of Directors' to ratify the award of Contract #12-C03 to RKA Petroleum Companies to provide dyed ultra low sulfur diesel fuel. The term of the contract is for a one (1) year period beginning October 1, 2011 through September 30, 2012.

BACKGROUND:

The current Contract expires on September 30, 2011. An Invitation to Bid (IFB) was issued on August 3, 2011 and responses were due at 2:00 P.M. on September 1, 2011. The bid requested suppliers to provide a fixed fee price per gallon (excluding the cost of the fuel) using the daily rack average of the U.S. Gulf Coast Platts (USGC) index. The fixed fee price includes the cost to deliver the fuel from the local terminal and profit.

The following bids were received:

Firm	Fixed Fee / Gallon	Pump Off Fee**
RKA Petroleum	\$.1079	\$35.00
Mansfield Oil	\$.1085	\$35.00
Petroleum Traders	\$.1217	\$40.00
Ports Petroleum	\$.1249	\$35.00
SSI Petroleum	\$.1310	N/C
Atlas Oil Company	\$.1445	\$35.00

** 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.

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

The goal for this locally funded procurement is 14%. However, it is not a DOT assisted contract and any DBE participation will not and cannot be counted toward the established overall agency goal for compliance with the FTA regulations, 49 CFR Part 26. RKA Petroleum Companies is a Michigan certified Woman's Business Enterprise.

FISCAL IMPACT:

LYNX staff has included \$10,167,114 in the FY2012 Operating Budget to support the purchase of dyed ultra low sulfur diesel fuel.

Consent Agenda Item #5.B. ii

To: LYNX Board of Directors

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

Phone: 407.841.2279 ext: 6047

Item Name: Award Contracts
Authorization to Ratify the Award of Contract #12-C04 to Glover Oil Company, Inc. for the Purchase of B-99 Biodiesel Fuel

Date: 9/28/2011

ACTION REQUESTED:

Staff is requesting the Board of Directors' to ratify the award of Contract #12-C04 with the Glover Oil Company, Inc. to provide B-99 biodiesel for the period of October 1, 2011 through September 30, 2013 at the OPIS daily average price.

BACKGROUND:

Contract #09-C41 with the Glover Oil Company expires on September 30, 2011. On August 16, 2011, LYNX staff issued an Invitation for Bid (IFB) for B-99 Biodiesel. Sealed bids were due back by 2:00 P.M. EST on August 31, 2011. The bid requested suppliers to provide a fixed fee price per gallon (excluding cost of the fuel) using the Oil Price Information Services (OPIS) daily average. The fixed fee cost includes the cost to deliver the fuel and profit.

The following bids were received:

Firm	Fixed Fee / Gallon	Pump Off Fee**
Glover Oil Companies, Inc.	\$ -.3425	No Charge
Mansfield Oil	\$ -.2177	35.00
RKA Petroleum	\$ -.1440	35.00
Pamdale Oil Company	\$ -.1170	No Charge
SSI Petroleum	\$.0380	No Charge

The vendor is offering to 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.

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

The goal for this locally funded procurement is 14%. However, it is not a DOT assisted contract and any DBE participation will not and cannot be counted toward the established overall agency goal for compliance with the FTA regulations, 49 CFR Part 26.

FISCAL IMPACT:

LYNX staff has included \$2,541,779 in the FY2012 Operating Budget to support the purchase of B-99 biodiesel fuel.

Consent Agenda Item #5.B. iii

To: LYNX Board of Directors

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

Phone: 407.841.2279 ext: 6047

Item Name: Award Contracts
 Authorization to Ratify the Award of Contract #12-C05 to RKA Petroleum
 Companies for the Purchase of 87 Octane Unleaded Gasoline

Date: 9/28/2011

ACTION REQUESTED:

Staff is requesting the Board of Directors’ ratify the award of Contract #12-C05 to RKA Petroleum Companies to provide 87 octane unleaded gasoline. The term of the contract is for a one (1) year period beginning October 1, 2011 through September 30, 2012.

BACKGROUND:

The current Contract expires on September 30, 2011. An Invitation for Bid (IFB) was issued on August 3, 2011 and responses were due at 2:00 P.M. on September 1, 2011. The bid requested suppliers to provide a fixed fee cost per gallon (excluding the cost of the fuel) using the daily rack average of the U.S. Gulf Coast Platts (USGC) index. The fixed fee cost includes the cost to deliver the fuel from the local terminal and profit. The unleaded gasoline is for LYNX staff vehicles and is supplied to MV Transportation to provide Paratransit and Flex services for LYNX.

The following bids were received:

Firm	Fixed Fee / Gallon	Pump Off Fee**
RKA Petroleum	\$.0678	\$35.00
Petroleum Traders	\$.0907	\$40.00
Mansfield Oil	\$.1244	\$35.00
Ports Petroleum	\$.1249	\$40.00

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

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

The goal for this locally funded procurement is 14%. However, it is not a DOT assisted contract and any DBE participation will not and cannot be counted toward the established overall agency goal for compliance with the FTA regulations, 49 CFR Part 26. RKA Petroleum Companies is a Michigan certified Woman's Business Enterprise.

FISCAL IMPACT:

LYNX staff has included \$2,474,903 in the FY2012 Operating Budget to support the purchase of the 87 octane unleaded gasoline.

Consent Agenda Item #5.B. iv

To: LYNX Board of Directors

From: Edward Johnson
CHIEF ADMINISTRATIVE OFFICER
Donna Tefertiller
(Technical Contact)
Rich Bannon
(Technical Contact)

Phone: 407.841.2279 ext: 6058

Item Name: Award Contracts
Authorization to Award Contract #12-C06 to Blue Cross Blue Shield for Health Care Services

Date: 9/28/2011

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to award Contract #12-C06 to Blue Cross / Blue Shield and other ancillary carriers for the establishment of the 2012 Health Benefit Program.

BACKGROUND:

For more than 25 years, LYNX has piggy-backed on the Orange County Government Healthcare Benefit plan. Recently, this plan has recognized significant changes to the cost and benefit structure. The chart below illustrates the changes in the plan structure from Plan Year 2010 to 2012.

Historically, LYNX had not conducted an in-depth analysis to determine the feasibility of seeking its own healthcare program. This is largely due to the fact that piggy-backing with Orange County Government has previously resulted in satisfactory rates for health insurance.

During our most recent contract negotiations the Union (ATU 1596) requested that the Authority research possible alternatives to the Orange County plan. LYNX has found a viable alternative that is able to positively affect employee morale while reducing overall costs.

The chart below illustrates the proposed changes in the plan structure from Plan Year 2010 to 2011.

	Current Plan: 2010 HMO	New Plan: 2011 CDHP with HSA
Incentive for Completing the HRA Screening & Assessment (if you are on the Medical Plan)	\$25 per pay period fee if screenings are not completed	Employee will forfeit the \$750 deposit into HSA for Employee Only; or \$1250* deposit into HSA if covering dependents (*Spouse must screen if covered)if screening is not completed
Incentive for Completing the HRA Screening & Assessment (if you are NOT on the Medical Plan)	Up to \$50 per pay period credit to be used for dental, vision, and additional life insurance premiums (up to \$1300 total for year)	Same – now called the Opt Out Credit
Preventive Care Visits (like annual physical, pap smear, preventive screenings (colonoscopy, etc.)	\$0 per visit when in network	Same
Total Out of Pocket Expenses Annually for Medical and Pharmacy combined	Unlimited/No Max. Member must continue to pay copays for all services and medications, all year long with no cap	\$3000 for Employee Only; or \$6000 for Employees with dependents
Deductible (amount you pay for services up front before the plan kicks in)	None. Members go straight to co-pay schedule at the start of the year.	\$1500 for Employee Only; or \$3000 for Employees with dependents
Coinsurance (portion of negotiated rate you pay for in-network medical services <u>after</u> your deductible is met)	None. Member pays according to co-pay schedule all plan year long .	20% employee 80% covered by plan

PROPOSED NEW BENEFIT PROGRAM:

Below is a table comparing Orange County United Healthcare plan with Blue Cross Blue Shield plan.

LYNX

Medical Cost Comparison

Effective Date of Coverage: January 1, 2012

Carrier		United Healthcare		Blue Cross Blue Shield	
Website		www.uhc.com		www.bcbsfl.com	
Plan		2012 County Plans		LYNX Plans	
Plan Type		Point of Service	High Deductible Health Plan	Point of Service	High Deductible Health
PCP Referral to Specialist Required		No	No	No	No
In Network Benefits	Calendar Year Ded. (Single/Family)	\$500/\$1,000	\$1,200/\$2,400	\$1,500/\$3,000	\$1,200/\$2,400
	HRA/HSA	N/A	\$750/\$1,250	\$500/\$1,000	\$750/\$1,250
	Coinsurance	20%	20%	20%	20%
	Maximum OOP (Single/Family)	\$1,500/\$3,000	\$2,400/\$4,800	\$3,000/\$6,000	\$2,400/\$4,800
	Deductible Minus HRA/H.S.A. Money	\$500/\$1,000	\$450/\$1,150	\$1,000/\$2,000	\$450/\$1,150
	Maximum OOP Minus HRA/H.S.A. Money	\$1,500/\$3,000	\$1,650/\$3,550	\$2,500/\$5,000	\$1,650/\$3,550
	Lifetime Maximum	Unlimited	Unlimited	Unlimited	Unlimited
	PCP	\$20	CYD + 20%	\$35	CYD + 20%
	Specialist	\$35	CYD + 20%	CYD + 20%	CYD + 20%
	Preventative Care	\$0	\$0	\$0	\$0
	Urgent Care	\$40	CYD + 20%	\$50	CYD + 20%
	Inpatient Hospital	CYD + 20%	CYD + 20%	CYD + 20%	Option 1: CYD + 20% Option 2: CYD + 25%
	Outpatient Surgical	CYD + 20%	CYD + 20%	CYD + 20%	Option 1: CYD + 20% Option 2: CYD + 25%
	Routine Lab & X-Ray	CYD + 20%	CYD + 20%	\$0	CYD + 20%
	Complex Imaging (MRI, CT, PET, etc)	CYD + 20%	CYD + 20%	\$150	CYD + 20%
	Emergency Room	CYD + 20%	CYD + 20%	CYD + 20%	CYD + 20%
	Prescription Drug - Retail	\$10/ 10%+\$30/ 10%+\$50	\$10/ 10%+\$30/ 10%+\$50	\$10/\$30/\$50	CYD + \$10/\$50/\$80
Prescription Drug - Mail	\$25/ 10%+\$75/ 10%+\$125	\$25/ 10%+\$75/ 10%+\$125	\$25/\$70/\$125	CYD + \$25/\$125/\$200	
Out of Network	Calendar Year Ded. (Single/Family)	\$1,000/\$2,000	\$3,000/\$6,000	\$3,000/\$6,000	\$3,000/\$6,000
	Coinsurance	40%	40%	40%	40%
	Maximum OOP (Single/Family)	\$6,000/\$12,000	\$6,000/\$12,000	\$6,000/\$12,000	\$6,000/\$12,000
	Lifetime Maximum	Unlimited	Unlimited	Unlimited	Unlimited
	Emergency Room	CYD + 20%	CYD + 20%	CYD + 20%	CYD + 20%
Rates	Employee Only	\$560.00	\$522.19	\$518.34	\$442.12
	Employee + Spouse	\$1,190.96	\$1,149.56	\$1,152.92	\$983.38
	Employee + Children	\$1,107.29	\$1,059.96	\$1,065.40	\$908.73
	Employee + Family	\$1,612.55	\$1,561.47	\$1,573.61	\$1,342.20

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

LYNX' procurement policy requires contractors to use a good faith effort to subcontract portions of their work to Disadvantaged Business Enterprise (DBE) firms. LYNX' has an overall goal of 14%.

FISCAL IMPACT:

The total annual cost is estimated at \$7.4 million.

Consent Agenda Item #5.C.i

To: LYNX Board of Directors

From: Edward Johnson
CHIEF ADMINISTRATIVE OFFICER
Donna Tefertiller
(Technical Contact)

Phone: 407.841.2279 ext: 6058

Item Name: Extension of Contracts
Authorization to Exercise the First Year Option of Contract #09-C04 with Solantic for Occupational Health Services

Date: 9/28/2011

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or his designee to execute the first year option of Contract #09-C04 with Solantic for occupational health services. This will enable staff to continue the process of conducting employee (Florida Department of Transportation (FDOT)) physicals, random drug and alcohol testing and pre-employment.

BACKGROUND:

The Board approved the award of Contract 09-C04 in September 2008 to Solantic of Orlando, LLC for an initial three year term with two (2) one (1) year options. The current contract expires September 30, 2011.

FISCAL IMPACT:

Staff has included \$60,000 in the FY2012 Operating Budget to support the contract amount for anticipated services.

Consent Agenda Item #5.C. ii

To: LYNX Board of Directors

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

Phone: 407.841.2279 ext: 6047

Item Name: Extension of Contracts
Authorization to Exercise Second Option Year of Contract #07-026/ASG
with Bank of America for Banking Services

Date: 9/28/2011

ACTION REQUESTED:

Staff requests the Board of Directors' authorization for the Interim Chief Executive Officer or his designee to exercise the second option year of Contract #07-026 with Bank of America to perform banking services.

BACKGROUND:

In June 2007, staff requested the Board of Directors' authorization for the Chief Executive Officer or designee to issue a contract to Bank of America, to perform the services as outlined in the LYNX Request for Proposal (RFP) #07-026, general account services, lockbox services, depository services, cash vault services, wire transfer services, and other banking services. This contract is for three years, including two option years, with fixed unit prices (rates and fees).

In November 2010, staff requested the Board of Directors' authorization to exercise the first option year of the contract with Bank of America. Bank of America, proposed to provide the same level of exceptional service with a more competitive pricing structure. Over the past four years, the banking fees have been approximately \$30,000 annually. The rates and fees provided by Bank of America are reasonable and competitive compared to other banking institutions. Therefore, staff is requesting to exercise the second option year of the contract with Bank of America.

FISCAL IMPACT:

LYNX' annual operating budget includes funds to support the banking services fees based on anticipated volumes and activities.

Consent Agenda Item #5.C. iii

To: LYNX Board of Directors

From: Edward Johnson
CHIEF ADMINISTRATIVE OFFICER
Rudolph Walter
(Technical Contact)

Phone: 407.841.2279 ext: 6058

Item Name: Extension of Contracts
Authorization to Exercise the First Year Option of Contract #09-C07 with
Data Transfer Solutions, LLC for General Consultant Services

Date: 9/28/2011

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to exercise first year option of Contract #09-C07 with Data Transfer Solutions, LLC. for general consulting services - planning.

BACKGROUND:

The Board approved the award of contract of Contract #09-C07 on December 11, 2008 with Data Transfer Solutions, LLC. for general consulting services related to Geographic Information Systems (GIS) tasks. The current contract expires on December 10, 2011.

LYNX' cost for FY2011 to date is \$ 23,043.15. On average, annual costs have been \$ 64,484. Staff anticipates a greater need for these planning services in the next year due to the number of upcoming major capital projects, which will require ancillary work tasks to support these projects. Examples of tasks and estimated costs would include the following.

Special Transit Services Study	\$ 60,000
Engineering and Hosting of GIS Webserver	12,500
Property Acquisition Analysis	<u>80,000</u>
TOTAL	\$152,500

To date, Planning Department staff has been well-satisfied with the work performed by this vendor and seeks to exercise the option.

FISCAL IMPACT:

LYNX staff has included \$ 152,500 in the FY2012 Adopted Operating Budget to support the contract amount for anticipated services.

Consent Agenda Item #5.C. iv

To: LYNX Board of Directors

From: Edward Johnson
CHIEF ADMINISTRATIVE OFFICER
Rudolph Walter
(Technical Contact)

Phone: 407.841.2279 ext: 6058

Item Name: Extension of Contracts
Authorization to Exercise First Year Option of Contract #09-C08 with Reynolds, Smith and Hills, Inc. for General Consultant Services

Date: 9/28/2011

ACTION REQUESTED:

Staff is requesting the Board of Director's authorization for the Chief Executive Officer (CEO) or designee to execute the first year option of Contract #09-C08 with Reynolds, Smith and Hills, Inc. for general consulting services - planning.

BACKGROUND:

The Board approved the award of Contract #09-C08 on December 11, 2008 to Reynolds, Smith and Hills, Inc. for an initial three-year term with two (2) one (1) year options. The current contract expires on December 10, 2011.

LYNX' cost for FY2011 to date is \$3,312. On average, annual costs have been \$ 108,510. Staff anticipates a greater need for these planning services in the next year due to the number of upcoming major capital projects, which will require ancillary work tasks to support these projects. Examples of tasks and estimated costs would include the following.

Design-build scope and concept packages for the E/W Circulator:	
Parramore and LYNX Orlando Trail projects	\$ 80,000
Major Update to the Transit Development Plan (TDP)	40,000
Environmental Management Systems Analysis	<u>20,000</u>
TOTAL	\$ 140,000

To date, Planning Department staff has been well-satisfied with the work performed by this vendor and seeks to exercise the option.

FISCAL IMPACT:

LYNX staff has included \$ 140,000 in the FY2012 Adopted Operating Budget to support the contract amount for anticipated services.

Consent Agenda Item #5.C. v

To: LYNX Board of Directors

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

Phone: 407.841.2279 ext: 6036

Item Name: Extension of Contracts
Authorization to Exercise Second Year Option of Contract #07-043 with Tuff Cut, Inc. for Landscaping Maintenance Services at LYNX Facilities

Date: 9/28/2011

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to exercise the second one-year option of Contract #07-043 with Tuff Cut, Inc., in the amount of \$66,100, for landscaping maintenance services at LYNX facilities.

BACKGROUND:

LYNX has one contract for landscaping maintenance services for the upkeep at LYNX Central Station (LCS), LYNX Operations Center (LOC), LYNX South Street facility, the property leased from FDOT located at Garland and Amelia, the Colonial Plaza Superstop and the Apopka Superstop.

The cost of this service through Tuff Cut, Inc. is as follows:

Company	Cost Year 1	Cost Year 2	Cost Year 3	Cost Option Year 1	Cost Option Year 2
Tuff Cut Inc.	\$46,800	\$54,000	\$54,400	\$59,200	\$66,100

The Year 3 cost was changed to \$54,400 when the property leased from FDOT was added through a contract modification of \$2,800 effective December 1, 2009.

Pricing Schedule for Contract Extension
 Facility Location and Cost

Location	Cost per Month	Annual Cost
LCS, 455 N. Garland Avenue	\$1,600	\$19,200
LOC, 2500 Lynx Lane	\$2,200	\$26,400
South Street, 1200 W. South Street	\$ 700	\$ 8,400
Colonial Plaza Superstop	\$ 300	\$ 3,600
Apopka Superstop	\$ 300	\$ 3,600
Contract Total		\$61,200
FDOT, 501 N. Garland Avenue	\$ 233	\$ 2,800
Irrigation Repairs as needed	\$ 35/hour as needed	\$ 2,100
Total		\$66,100

FISCAL IMPACT:

LYNX staff has included \$66,100 in the final FY2012 Adopted Operating Budget to support the contract cost of the one year option.

Consent Agenda Item #5.D. i

To: LYNX Board of Directors

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

Phone: 407.841.2279 ext: 6036

Item Name: Miscellaneous
Authorization to Amend Contract #06-034 with MV Transportation, Inc., to Add to the "Not to Exceed" Dollar Amount

Date: 9/28/2011

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or his designee to amend Contract #06-034 with MV Transportation, Inc., for Paratransit Services adding \$350,000 to the "Not to Exceed" dollar amount.

BACKGROUND:

In 2006, LYNX executed Contract #06-034 with MV Transportation to provide Paratransit Services as a result of a competitive procurement process. This contract is currently scheduled to expire on September 30, 2011, with a "Not to Exceed" amount of \$80,463,130.

Current spending levels as a result of ridership increases indicate a short fall in the 5-year "Not to Exceed" amount of approximately \$350,000. When the contract with MV started in 2006, we were averaging 40,422 trips per month. Today, we average 51,591 trips per month.

FISCAL IMPACT:

LYNX will absorb the \$350,000 shortfall by use of the anticipated savings in the FY2011 Operating Budget.

Consent Agenda Item #5.D. ii

To: LYNX Board of Directors

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

Phone: 407.841.2279 ext: 6047

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

Date: 9/28/2011

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 an annual auction to dispose of Board approved surplus assets. 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' non-operating revenue in FY2011 and FY2012.

Consent Agenda Item #5.D. iii

To: LYNX Board of Directors

From: Edward Johnson
CHIEF ADMINISTRATIVE OFFICER
Blanche Sherman
(Technical Contact)

Phone: 407.841.2279 ext: 6058

Item Name: Miscellaneous
Authorization to Amend Contract #08-C14 General Counsel Services with
Akerman & Senterfitt

Date: 9/28/2011

ACTION REQUESTED

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to amend Contract #08-C14 for General Counsel services with Akerman Senterfitt and its subcontractor Baker-Hostetler to cover unexpected expenses in the current FY2011.

BACKGROUND:

At the April 24, 2008 Board of Directors' meeting, the Board authorized the Chief Executive Officer (CEO) to execute an agreement with Akerman-Senterfitt, Attorneys' at Law to provide legal services that include general counsel to the Board and CEO; procurement/contract law; and employment/labor law.

Effective May 1, 2008, a final agreement was reached and executed for the aforementioned services with Akerman-Senterfitt and its subcontractor Baker-Hostetler. Baker-Hostetler's effort focuses primarily on employment/labor law. The initial term of the contract was for three years ending April 30, 2011 and with an option to extend the contract for two one-year terms. Additionally, the initial three-year term included a maximum contract amount not to exceed \$750,000 with each contract year being capped at \$250,000.

In January 2010, the Board approved to amend the contract term to begin October 1st rather than May 1st to provide better tracking and monitoring of the expenditures by fiscal year. Also, the Board approved an increase in the third year of the general counsel contract by an additional \$50,000 per year increasing the maximum amount to \$300,000.

LYNX Board Agenda

During the current fiscal year (FY2011), LYNX has experienced unexpected activities that required staff to engage legal counsel to either represent or provide additional legal counsel which has resulted in additional costs:

Akerman:

457 Plan	7,680.00
MPP	13,573.00
CEO Retirement Plan	37,261.00
CEO Search/Contract	9,601.00
ATU Plan	21,323.00
Procurement/Contracts/Agreements	<u>25,500.00</u>
Subtotal	\$114,938.00

Baker:

EEO/Garnishes	<u>30,062.00</u>
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TOTAL **\$145,000.00**

Therefore, staff is proposing to amend the FY2011 current year contract by \$145,000.

FISCAL IMPACT

LYNX staff has funding to support the amended contract amount in the FY2011 budget.

Consent Agenda Item #5.D. iv

To: LYNX Board of Directors

From: Edward Johnson
CHIEF ADMINISTRATIVE OFFICER
Rudolph Walter
(Technical Contact)

Phone: 407.841.2279 ext: 6058

Item Name: Miscellaneous
Authorization to Ratify the Submittal of the Grant Application to the Federal Transit Administration (FTA) for 5309 Bus and Bus Facilities for Veterans Transportation and Community Living Initiative

Date: 9/28/2011

ACTION REQUESTED:

Staff is requesting the Board of Directors' ratification of the Chief Executive Officer (CEO) or designee submittal of a grant application to the Federal Transit Administration (FTA) for a One-Call/One-Click Transportation Resource Center project in the amount of \$ 1,802,016 federal share.

BACKGROUND:

In May 2011, the President called on Federal agencies to support veterans and military families through a coordinated network of support systems. The coordination team which included the U.S. Departments of Transportation, Veterans Affairs, Labor, Health and Human Services and the Defense Department's Office of Wounded Warrior Care and Transition Policy agreed to move this initiative forward.

The Federal Transit Administration announced the Veterans Transportation and Community Living Initiative (VTCLI) on July 27, 2011 with a Notice of Funding Availability. FTA made available \$30 million in Section 5309 Bus and Bus Facilities funding to local governmental agencies to finance the capital costs of implementing, expanding, or increasing access to local One-Call/One-Click Transportation Resource Centers—a proven approach to improve access and coordination of local transportation resources.

For the FTA, this initiative is allowing agencies to develop non-traditional partnerships, including with many of our nation's Veterans Service Organizations (VSO). The expansion of local One-Call/One-Click Transportation Resource Centers will benefit all populations, military and non-military alike. The initiative aligns with the Administration's implementation of the Supreme Court's Olmstead decision, which addresses the rights of people with disabilities to live

independently, rather than in long-term care facilities. It also reflects the President's commitment to assist economically disadvantaged workers and people who need access to health care.

The Veterans Transportation and Community Living Initiative addresses challenges in the following key ways:

- Support the creation or expansion of community-based "one-call" transportation centers and mobility management strategies to include veteran and military family-directed resources;
- Target outreach efforts to the military and veteran communities through veterans service organizations and military family support organizations; and
- Provide technical assistance to selected communities to improve awareness, effectiveness, and coordination of existing transportation resources.

On August 23rd, LYNX held a stakeholder workshop which was attended by the U.S. Department of Veterans Affairs, the Homeless Services Network, Orange and Osceola counties and other potential human services partners. Agencies in attendance were supportive of this effort. The United Way was identified as a potential partner, due to the fact that they have an existing website that identifies human services organizations for users. Partnering with the United Way for this grant would result in automatically adding transportation options to the user's request for information.

FTA intends to fund a minimum of 15 projects and requested that the projects submitted be scalable to allow federal agencies to better allocate the available funding.

LYNX, in partnership with the Department of Veterans Affairs, AMVETS and United Way, submitted request for VTCLI funding for a region-wide One-Call One-Click Services, to be called LYNX TRACS (Transportation Resources and Community Services) project. The VTCLI funding will allow LYNX and its regional partners a unique opportunity to lay the groundwork and facilitate the creation of a transportation resource center that will facilitate access to transportation options for veterans, military families, veterans service organization and other human services agencies.

TRACS project is scalable and will be in phases as follows:

✓ Customer Information System, including hardware and technical services	\$500,000
✓ Engineering and Design	\$325,000
✓ Wayside Signage/Station Kiosks- 11 LYNX superstops and 5 veterans servicing locations	\$496,000
✓ Variable Message Board	\$ 931,520
Total Project Cost	\$2,252,520
FTA Share 80%	\$1,802,016
Local Share 20%	\$ 450,504

LYNX Board Agenda

Local match is preliminarily identified from a combination of TD funding, LYNX' reserves and potential funding from any FY 2013 FDOT service development grant and potential in-kind contributions from project partners. FTA will not allow other federal funds as local match. However, FTA funding will be complemented with mobility management training, technical assistance, outreach and social media technology investments from other federal participating agencies, including the Department of Veterans Affairs and the Department of Labor.

FISCAL IMPACT:

Since this is an 80% FTA, 20% local match, it is anticipated that part of the local match will be in-kind services from the partners, and cash from LYNX' reserves. Actual services and a dollar amount for them is yet to be determined. Upon notification of grant award, staff will notify the LYNX' Board and seek appropriate authorization prior to making any grant commitments.

Consent Agenda Item #5.D. v

To: LYNX Board of Directors

From: Edward Johnson
CHIEF ADMINISTRATIVE OFFICER
Rudolph Walter
(Technical Contact)

Phone: 407.841.2279 ext: 6058

Item Name: Miscellaneous
Authorization to Submit Grant Applications to the Federal Transit Administration for Fiscal Year 2011 Urbanized Area Program, Capital Investment Fixed-Guideway Program and Surface Transportation Program (STP) Apportionments

Date: 9/28/2011

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to submit grant applications to the Federal Transit Administration (FTA) for the FY 2011 formula funds and execute grant agreements with the FTA for the following funding programs:

- ✓ Urbanized Area Formula Program - \$20,549,869
- ✓ Capital Investment Fixed-Guideway Program – \$ 237,112
- ✓ Surface Transportation Program - \$ 6,025,050

BACKGROUND:

The U. S. Department of Transportation (USDOT) and the Federal Transit Administration (FTA) annually publishes funding apportionments authorized by law. FTA's current authorization, the Safe, Accountable, Flexible, Efficient, Transportation Equity Act: A Legacy for Users (SAFETEA-LU), expired September 30, 2010. Since that time, Congress has enacted short term extensions allowing FTA to continue its current programs with less than a full year of funds made available. The FTA published the authorized final apportionments of the FY 2011 formula funds in May 2011.

The USDOT funding for the Federal Highway Administration includes Surface Transportation Program (STP) funds which are eligible to be transferred to FTA for transit purposes. The regional STP funds are allocated by Metroplan Orlando for transit, enhancement, bike-ped and highway projects.

Due to the cycle and timing on the release of Federal Apportionments and the grant application process, the annual LYNX 5307 Apportionment typically gets budgeted by LYNX over multiple years. The FY 2011 Apportionments will fund FY 2011 budgeted ADA, maintenance, planning and some capital acquisitions. The balance will be programmed for LYNX capital and planning requirements in subsequent fiscal years' LYNX capital budget.

LYNX is the designated recipient for the 5307 and 5309 apportionments. STP funds are programmed annually by Metroplan Orlando in the Transportation Improvement Program (TIP).

Grant applications will be submitted under each of the following funding programs:

Urbanized Area Formula Program - Section 5307:

FTA allocates urbanized area funds to designated recipients as provided under Section 5307 of the Federal Transit Act. These funds are formula based and are appropriated annually after adoption of the FTA budget.

Capital Investment – Fixed Guideway Program - Section 5309:

FTA allocates fixed-guideway modernization funds for the LYMMO service under Section 5309 of the Federal Transit Act. These funds are formula based and are appropriated annually to maintain and improve the LYMMO service. LYNX will be working with the City of Orlando staff to define LYMMO projects needed to keep the LYMMO in a state of good repair, utilizing the available FY 2011 Apportionment.

Surface Transportation Program – STP:

Metroplan Orlando allocates annually 30% of the regionwide STP funding for transit and transit enhancement projects. These STP funds are FHWA funds authorized to be transferred for transit projects.

FISCAL IMPACT:

The FY 2011 urbanized area formula funds will be programmed for the FY 2011 budgeted Federal operating related assistance and capital budgets beginning FY 2011 through FY 2012/2013.

The FY 2011 fixed-guideway formula funds will be programmed for LYMMO maintenance related expenditures or other projects to be agreed upon with the City of Orlando and to be included in the LYNX capital budget.

The FY 2011 Surface Transportation Program (STP) formula funds will be programmed for buses, associated technology and passenger amenities.

Consent Agenda Item #5.D. vi

To: LYNX Board of Directors

From: Edward Johnson
CHIEF ADMINISTRATIVE OFFICER
Rudolph Walter
(Technical Contact)

Phone: 407.841.2279 ext: 6058

Item Name: Miscellaneous
Authorization to Negotiate and Enter into a Memorandum of Understanding with the University of Central Florida (UCF) for Rehabilitation of the UCF Transfer Center

Date: 9/28/2011

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to negotiate and enter into a Memorandum of Understanding (MOU) with the University of Central Florida (UCF) and LYNX for the entrance way rehabilitation of the UCF Transfer Center (Super Stop).

BACKGROUND:

LYNX has a series of transfer centers (also known locally as Super Stops) located throughout its service area. These centers are typically located at the nexus points that facilitate transfers between converging routes at a safe and convenient location. In addition, they are typically located in available road right-of-way or on private property. The University of Central Florida Transfer Center was constructed and has been in operation since 1997 (14 years). It is owned and operated by the University. Currently, 396 daily passenger boardings occur at this site. LYNX contributed \$200,000 to the construction of this approximately 1.25 acre transfer center.

As part of the 2009 *LYNX Transit Facility Capital Improvement Evaluation*, LYNX analyzed each of the transfer facilities that it either owns or operates. As part of this assessment, it was determined that the entrance road to the UCF Transfer Center was failing due to issues with the sub-base.

The project will include the reconstruction of the entrance road to ensure that it stays in a state of good repair. The repaving will include the removal of approximately 2000 square yards of existing pavement and reinstallation of the same amount with the proper sub-base. The University and LYNX have agreed to partner in sharing the associated costs. The FTA notified

staff that a Memorandum of Understanding (MOU) will be sufficient to allow the agency to fund its portion of the improvements.

The University is preparing the solicitation for qualified private providers for the services needed to implement and complete the project. Authorization to negotiate and enter into this MOU at this time will enable the University to include this work product as a component of larger road work that is being done campus-wide during holiday school break. This may result in possible cost savings due to the scale of the larger project and will allow both parties to be able to maximize savings due to the economies of scale. LYNX' procurement staff will review the associated solicitation. Staff will bring the MOU back to the Board for ratification at the November 2011 Board meeting.

FISCAL IMPACT:

LYNX has committed to funding 60% of the improvements and UCF has committed the remaining 40%. The maximum contribution that LYNX has committed to for the project is \$250,000 and this amount is included in the FY2012 Adopted Capital Budget.

Consent Agenda Item #5.D. vii

To: LYNX Board of Directors

From: Bert Francis
CHIEF FINANCIAL OFFICER
William Zielonka
(Technical Contact)

Phone: 407.841.2279 ext: 6047

Item Name: Miscellaneous
Authorization to Increase Contract #09-C28 with Fisher, Rushmer,
Werrenrath, Dickson, Talley & Dunlap, P.A. and Contract #09-C29 with
Zimmerman, Kiser & Sutcliffe, P.A. for General Liability Legal Services.

Date: 9/28/2011

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to increase the Not to Exceed amount under Contract #09-C28 with Fisher, Rushmer, Werrenrath, Dickson, Talley & Dunlap P.A., and Contract #09-C29 with Zimmerman Kiser Sutcliffe for General Liability legal services in the total amount of \$300,000 for the period of July 1, 2011 to April 30, 2012.

BACKGROUND:

At the April 29, 2009 LYNX Board of Directors meeting, an award was made to these two firms collectively to provide General Liability legal services. The initial term of these Contracts is for the period of May 1, 2009 through April 30, 2012. The Not to Exceed amount for both Contracts in total is \$600,000 covering the initial Contract period. This represents an amount of \$300,000 per company or \$100,000 per company per contract year.

Staff is requesting an increase to the General Liability legal services contracts due to the increase in claims and severity of claims being brought against LYNX for the past two (2) years and for the final year of the contract. The original contract dollars of \$600,000 is split between the two firms. Each firm is currently averaging 25 – 35 open case files per year and averaging approximately \$100,000 to \$120,000 each year for services rendered and costs. LYNX is averaging 120 – 155 claims filed with the Risk Management Division each month. You may recall that the Sovereign Immunity Limits will be changing October 1, 2011 from \$100,000/\$200,000 to \$200,000/\$300,000. Because of this fact LYNX is expecting a substantial increase in both the number of claims and the value of claims.

LYNX B ard Agenda

FISCAL IMPACT:

LYNX staff has included \$300,000 in the FY2012 Operating Budget to support this activity.

Consent Agenda Item #5.D. viii

To: LYNX Board of Directors

From: Edward Johnson
CHIEF ADMINISTRATIVE OFFICER
Rudolph Walter
(Technical Contact)

Phone: 407.841.2279 ext: 6058

Item Name: Miscellaneous
Authorization to Ratify the Joint Participation Agreement (JPA) with the Florida Department of Transportation (FDOT) for Construction, Operation and Maintenance of the Kissimmee Intermodal Center

Date: 9/28/2011

ACTION REQUESTED:

Staff is requesting the Board of Directors' ratification of the Joint Participation Agreement (JPA) with the Florida Department of Transportation District 5 (FDOT) for construction, operation and maintenance of the Kissimmee Intermodal Center.

BACKGROUND:

The Board of Directors authorized the Interim Chief Executive Officer, Edward Johnson, to negotiate and enter into a JPA with FDOT for construction, operation and maintenance of the Kissimmee Intermodal Center. The final JPA is being brought before the Board of Directors at this time for ratification.

In accordance with LYNX' Transit Development Plan, planning staff has been coordinating with the City of Kissimmee for the construction of an 8-bay facility associated with the future Kissimmee Intermodal Transportation Center located within Downtown Kissimmee. The facility will serve as a hub for transit service within Osceola County and as a connecting point to the SunRail station.

LYNX has completed the design and engineering for the property and will ask the Board for authorization to issue an Invitation for Bid (IFB) to construct the Kissimmee Intermodal Facility in a separate agenda item in November 2011. The 8-bay facility will accommodate 6 buses up to 40 feet in length and two articulated buses up to 60 feet in length.

FDOT took ownership of the property as part of the purchase of CSX right-of-way September 23, 2010. The draft agreement was reviewed by the Federal Transit Administration (FTA) to

ensure compliance with all FTA requirements. Finalization of the agreement was on hold until the Governor approved the SunRail contracts.

LYNX will be responsible for the operation and maintenance of the Kissimmee Intermodal Facility and FDOT will be responsible for operation and maintenance of the adjacent Kissimmee Intermodal Transportation Center.

A copy of the Joint Participation Agreement being routed for signature is attached.

FISCAL IMPACT:

LYNX staff has included \$1,950,000 in the FY2012 Capital Budget to cover the engineering and construction costs. The engineering and construction estimated cost is \$1,803,006 for the Kissimmee Intermodal Facility.

Financial Management No.: 412994-3-52-02 Agency: Contract No.:	Fund: LF Function: 215 Contract Amount: \$1,300,000	FLAIR Approp: FLAIR Obj.: Org. Code: Vendor No.:
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JOINT PARTICIPATION AGREEMENT
BETWEEN
THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
AND
CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY

This Agreement, made and entered into this _____ day of _____, 2010, by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION** (hereinafter referred to as the DEPARTMENT) and the **CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY, d/b/a “LYNX”**, (hereinafter referred to as the LOCAL GOVERNMENT),

WITNESSETH:

WHEREAS, the Parties have been granted specific legislative authority to enter into this Agreement pursuant to Section 339.12, Florida Statutes; and

WHEREAS, the LOCAL GOVERNMENT by Resolution No. 10-004 dated September 23, 2010, a copy of which is attached hereto as Exhibit “A” and made a part hereof, has authorized its officers to execute this Agreement on its behalf.

WHEREAS, the DEPARTMENT is prepared, in accordance with its Five Year Work Program, to undertake the Project described as the “Kissimmee Amtrak Commuter Rail Station” (the “Station”), in Fiscal Year 2010/2011, said Project being known as FM # 412994-3-52-02, hereinafter referred to as the “Project”; and

WHEREAS, the LOCAL GOVERNMENT, at its sole cost and expense (but with funding provided by the Federal Transit Administration (“FTA”) desires to construct the bus drop off portion (the “Bus Superstop”) of the Kissimmee Amtrak Commuter Rail Station that will provide the DEPARTMENT and the Commuter Rail System with intermodal transportation facilities at the Kissimmee Amtrak Commuter Rail Station. Attached hereto as Exhibit “B_” is a site plan of the Bus Superstop portion of the Station which also reflects where the Project will be located; and

WHEREAS, the LOCAL GOVERNMENT and the DEPARTMENT agree that the Bus Superstop to be constructed by the LOCAL GOVERNMENT as advanced construction of a portion

of the Kissimmee Amtrak Commuter Rail Station represent utility to the LOCAL GOVERNMENT by providing critical multi-modal infrastructure independent of the planned Commuter Rail Station and that said facilities are associated with and inherently necessary for the successful operation of a Commuter Rail Station; and

WHEREAS, the DEPARTMENT is a party to an Interlocal Operating Agreement (the "Interlocal Agreement") with the Central Florida Commuter Rail Commission (the "Commission), wherein the Phase II improvements of the proposed commuter rail service include the Kissimmee Amtrak Commuter Rail Station and Section 3.05 (A) of said agreement states:

"Any property or other assets purchased with Federal or State funds shall be subject to application Federal and State laws, rules, and procedures regarding disposition of property and funds"

; and

WHEREAS, the bus drop off portion (the "Bus Superstop") of the Kissimmee Amtrak Commuter Rail Station is a part of the Phase II improvements of the proposed Kissimmee Amtrak Commuter Rail Station and the DEPARTMENT'S Interlocal Operating Agreement (the "Interlocal Agreement") with the Central Florida Commuter Rail Commission (the "Commission), and Section 3.05 (A) of said agreement states:

"Any property or other assets purchased with Federal or State funds shall be subject to application Federal and State laws, rules, and procedures regarding disposition of property and funds"

; and

WHEREAS, the "Project" (as defined in paragraph 2 hereinbelow) will be the bus drop off portion of the Kissimmee Amtrak Commuter Rail Station owned initially by the DEPARTMENT during the FDOT funding period and thereafter by the Commission; and

WHEREAS, the DEPARTMENT has undertaken and has completed the NEPA Process resulting in the FTA in issuing a Finding of No Significant Impact; and

WHEREAS, the implementation of the Project is in the interest of both the DEPARTMENT and the LOCAL GOVERNMENT and it would be most practical, expeditious, and economical for the LOCAL GOVERNMENT to perform the services to complete the Project; and

WHEREAS, the DEPARTMENT has acquired from CSX the real property on which the Station is to be located and the Project is to be constructed; and

WHEREAS, the intent of this Agreement is to establish the terms and conditions of the funding and the production of this Project.

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

1. TERM

The term of this Agreement shall begin upon the date of signature of the last party to sign, and shall continue until termination as provided herein.

2. COMPLETION OF PROJECT

A. The LOCAL GOVERNMENT agrees to complete the Project by _____, 20__ in accordance with the schedule described and contained in Exhibit "C" attached hereto. If the LOCAL GOVERNMENT does not complete the Project within the time period allotted, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the LOCAL GOVERNMENT and granted in writing by the DEPARTMENT prior to the expiration of the Agreement. Expiration of this Agreement will be considered termination of the Project.

C. The obligation of the LOCAL GOVERNMENT hereunder is subject to (i) the local government receiving all necessary permits to complete construction of the Project by _____, 20__, and (ii) force majeure and other matters beyond its control, both of which matters if not so timely met will further extend the deadline date for completion of the Project on a day for day basis.

3. SERVICES AND PERFORMANCES

A. The LOCAL GOVERNMENT shall furnish the services with which to construct the Project that consists of the following:

LOCAL GOVERNMENT will construct the bus drop off portion of the Kissimmee Amtrak Commuter Rail Station as shown on the attached site plan (Exhibit "A" hereto). The Project will include 8 bus bays constructed of 8 inch thick (minimum) reinforced concrete, 14 LOCAL GOVERNMENT style 6 foot by 13 foot passenger shelters with solar lighting, 28 benches, 1880 square feet of concrete passenger waiting platform, site lighting, landscaping with irrigation system, 12 trash receptacles, 4 bicycle racks and conduit for future ticket vending machines and CCTV cameras. Sproule Street, between Pleasant Street and the limits of the CSX corridor right of way, will be constructed with 8 inch thick reinforced concrete and will tie into the existing AMTRAK parking lot. The design will be compatible with the future DEPARTMENT Park and Ride Lot

adjacent to the existing AMTRAK station parking lot. A 42 inch high steel circle fence will be installed along the eastern CSX corridor right of way boundary from Drury Avenue to Sproule Street. Bus access will be located from Drury Avenue to Sproule Street.

The LOCAL GOVERNMENT shall perform all other necessary work to complete the Project. Nothing herein shall be construed as requiring the LOCAL GOVERNMENT to perform any activity which is outside of the scope of services of the Project.

B. The LOCAL GOVERNMENT understands that the design and construction of the Project as herein defined is subject to a building restriction associated with the current corridor ownership by CSX. Said restriction acts to preclude construction of any building or structure inside of fifty (50) feet of the centerline of the CSX tracks. This restriction may be removed or modified at the time of the DEPARTMENT's draw down of Escrow associated with the purchase of the corridor, however, until then, the restriction shall apply. If for any reason the restrictions are not removed, then the LOCAL GOVERNMENT shall be obligated to modify the design of the Project so as to comply with the above referenced restrictions.

C. The LOCAL GOVERNMENT shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it will meet all applicable DEPARTMENT standards and that the work is performed in accord with the Terms and Conditions contained in Exhibit "C".

D. Upon completion of the work authorized by this Agreement, the LOCAL GOVERNMENT shall notify the DEPARTMENT in writing of the completion; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineers Certification of Compliance, signed and sealed by a Professional Engineer, Exhibit "D". The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

E. During construction of the Project, the LOCAL GOVERNMENT shall be responsible for the maintenance of the facilities being constructed under this agreement.

4. OPERATION OF BUS SUPERSTOP BY LOCAL GOVERNMENT

A. Upon completion of the Project, the LOCAL GOVERNMENT shall continue to be responsible for the maintenance of the bus drop off portion of the Kissimmee Amtrak Commuter

Rail Station as shown on the attached site plan (Exhibit "B" hereto) being constructed pursuant to this Agreement, until the commencement of Phase II Revenue Operation Period, which is defined as the date (the "Completion Date") that the Commuter Rail system, after having received all State and Federal approvals for operation, is placed in commuter service for fare paying passengers, at which time the maintenance will be taken over by the government or agency as so designated in the Interlocal Agreement.

B. During the term of this Agreement, the LOCAL GOVERNMENT will have the exclusive right to use Bus Superstop in its normal operations in providing transit to the public generally. After the Commencement Date, the LOCAL GOVERNMENT will no longer have an exclusive right but the use by other third parties shall not unreasonably interfere with the use by the LOCAL GOVERNMENT.

5. COMPLIANCE WITH LAWS

A. The LOCAL GOVERNMENT shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the LOCAL GOVERNMENT in conjunction with this Agreement. Failure by the LOCAL GOVERNMENT to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the DEPARTMENT.

B. The LOCAL GOVERNMENT shall comply with all federal, state and local laws and ordinances applicable to the work or payment for work thereof. The LOCAL GOVERNMENT shall not discriminate on the grounds of race, color, religion, sex or national origin in the performance of work under this Contract.

C. No funds received pursuant to this Agreement may be expended for lobbying the Legislature, the judicial branch, or a state agency.

D. The LOCAL GOVERNMENT and the DEPARTMENT agree that the LOCAL GOVERNMENT, its employees, and subcontractors are not agents of the DEPARTMENT as a result of this Contract.

E. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier,

subcontractor, or consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

6. TERMINATION AND DEFAULT

A. If the DEPARTMENT determines that the performance of the LOCAL GOVERNMENT is not in compliance with this Agreement, the DEPARTMENT shall first notify the LOCAL GOVERNMENT of the deficiency with a requirement that the deficiency be corrected within a specified time (and in no event less than ninety (90) days), and if the LOCAL GOVERNMENT fails to cure said deficiency, then upon further notice by the DEPARTMENT, the Agreement will be terminated at the end of such time.

B. In the event of termination for any reason, the LOCAL GOVERNMENT shall have the right to remove all assets with FTA funding, within ninety (90) days after the effective date of termination.

7. MISCELLANEOUS

A. All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

B. The DEPARTMENT shall not be obligated or liable hereunder to any party other than the LOCAL GOVERNMENT.

C. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

D. All tracings, plans specifications, maps, models, reports, or other work product prepared or obtained under this Agreement shall be considered works made for hire for the

DEPARTMENT and shall at all times be and remain the property of the DEPARTMENT without restriction or limitation on their use.

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

F. This Agreement shall be effective upon execution by both parties and shall continue in effect and be binding on the parties until the Project is completed.

G. PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

H. All notices required pursuant to the terms hereof shall be sent by First Class United States Mail. Unless prior written notification of an alternate address for notices is sent, all notices shall be sent to the following addresses:

DEPARTMENT

Shirley Matthews
JPA Coordinator
MS 4-549
719 South Woodland Boulevard
DeLand, Florida 32720-6834

Vincent Vacchiano
Construction Project Manager
MS 3-506
719 South Woodland Boulevard
DeLand, Florida 32720-6834

PH: (386) 943-5452
shirley.matthews@dot.state.fl.us

(386) 943-5406
vincent.vacchiano@dot.state.fl.us

LOCAL GOVERNMENT

Name
Title
Address
City, Florida Zip
PH:
e-mail Address

IN WITNESS WHEREOF, the LOCAL GOVERNMENT has executed this Agreement this _____ day of _____, 2010, and the DEPARTMENT has executed this Agreement this _____ day of _____, 2010.

**CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY
d/b/a LYNX**

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

As approved by the Board on:

Attest:

Attest:

Secretary

Executive Secretary

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

Date: _____, 2010

Akerman Senterfitt

By:

Patrick T. Christiansen

EXHIBIT "A"

LOCAL GOVERNMENT RESOLUTION

RESOLUTION

Financial Management Number:

CFRTA RESOLUTION 10-004

A RESOLUTION OF THE CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY (d/b/a/LYNX) SUPPORTING THE PARTNERSHIP WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION TO CONSTRUCT THE BUS TRANSFER AND DROP OFF ADVANCED PORTION OF THE KISSIMMEE AMTRAK COMMUTER RAIL STATION; MAKING FINDINGS; PROVIDING FOR EXECUTION OF DOCUMENTS BY THE INTERIM CHIEF EXECUTIVE OFFICER ON BEHALF OF THE AUTHORITY; PROVIDING AN EFFECTIVE DATE

WHEREAS, LYNX and the Department are prepared in accordance with the Departments Five Year Work Program, to undertake the Project described as the "Kissimmee Amtrak Commuter Rail Station", in Fiscal Year 2010/2011, hereinafter referred to as the "Project"; and

WHEREAS, LYNX, at LYNX' sole cost and expense desires to advance the construction of the bus transfer and drop off portion of the Project; and

WHEREAS, LYNX will operate and maintain the bus transfer and drop off portion of the Project; and

WHEREAS, LYNX and the Department agree that the bus facilities to be constructed by LYNX as advanced construction of a portion of the Project represent utility to LYNX by providing critical multi-modal infrastructure independent of the planned Project that are associated with and inherently necessary for the successful operation of the Commuter Rail Station.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF THE CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY (d/b/a LYNX):

Section 1. The Interim Chief Executive Officer (CEO) is hereby directed to finalize and execute a Joint Participation Agreement (JPA) with the Florida Department of Transportation District 5 (FDOT) for construction the bus transfer and drop off advanced portion of the Kissimmee Amtrak Commuter Rail Station.

Section 2. The Interim Chief Executive Officer (CEO) is hereby directed to proceed with procurement of the necessary engineering, permitting and construction services to construct the advanced portion of the Kissimmee Amtrak Commuter Rail Station.

**CERTIFICATION OF THE ADOPTION OF THE PROPOSED RESOLUTION
SUPPORTING THE PARTNERSHIP WITH THE FLORIDA DEPARTMENT OF
TRANSPORTATION TO CONSTRUCT THE BUS TRANSFER AND DROP OFF
ADVANCED PORTION OF THE KISSIMMEE AMTRAK COMMUTER RAIL STATION**

APPROVED AND ADOPTED this 23rd day of September 2010, by the Governing Board of Directors of the Central Florida Regional Transportation Authority (d/b/a LYNX).

CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY

By: Governing Board

Chairman

ATTEST:

Assistant Secretary

EXHIBIT "B"
Project Description/Site Plan

Exhibit "C" Project Schedule

Exhibit "D"

TERMS & CONDITIONS OF CONSTRUCTION

1. The LOCAL GOVERNMENT is authorized, subject to the conditions set forth herein, to enter DEPARTMENT right-of-way to perform all activities necessary for the construction of the Project (as described more fully in Exhibit "A"). The Project shall be constructed in accordance with construction plans and specifications to be approved by the DEPARTMENT and consistent with the requirements of the DEPARTMENT. The plans shall include an appropriate plan for maintenance of traffic. Should any significant (as defined by §4-3 of Standard Specifications for Road and Bridge Construction, 2010, and as amended from time to time) changes to the plans be required during construction of the Project, the LOCAL GOVERNMENT shall be required to notify the DEPARTMENT of the changes and receive approval from the DEPARTMENT prior to the changes being constructed. The DEPARTMENT reserves the right to adjust the plans to meet the requirements of permits. The LOCAL GOVERNMENT shall be responsible to maintain the area of the Project at all times during construction of the Project. All payment and performance bonds shall name the DEPARTMENT as an additional obligee. All warranties on any product or material used in construction of said Project shall be in favor of the DEPARTMENT. The LOCAL GOVERNMENT shall assure that the Engineer of Record performs all necessary post-design services that may be required.

2. The LOCAL GOVERNMENT shall have the affirmative responsibility to locate all existing utilities, both aerial and underground and that all utility locations shall be represented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility. The LOCAL GOVERNMENT shall be obligated to design around any utility installation for which the conflict cannot be resolved. Said utility work shall be deemed to be undertaken on behalf of and for the benefit of the DEPARTMENT and the LOCAL GOVERNMENT shall assure that utility work schedules are obtained for the Project.

3. The work performed pursuant to this Agreement may require authorization under the Clean Water Act, by the U.S. Environmental Protection Agency for Storm Water Discharges from construction sites. The LOCAL GOVERNMENT is responsible for obtaining the National Pollutant Discharge Elimination System Permit and all other necessary permits for construction of the Project. When applicable, such permits will be processed in the name of the DEPARTMENT; however, in such event, the LOCAL GOVERNMENT will comply with all terms and conditions of such permit in construction of the subject facilities.

4. This Agreement shall act to supersede the normal requirements of the LOCAL GOVERNMENT to secure separate DEPARTMENT permits for drive-way connection, right-of-way utilization, storm-water discharge and utilities and this Agreement is deemed to constitute such permits.

5. It is expressly agreed by the parties that this Agreement creates a permissive use only and that neither the granting of the permission herein to use DEPARTMENT and/or LOCAL GOVERNMENT right-of-way nor the placing of facilities upon DEPARTMENT and/or LOCAL GOVERNMENT land shall operate to create or vest any property right in the LOCAL GOVERNMENT except as otherwise provided in separate agreements.

6. The DEPARTMENT shall appoint and authorize a single individual to serve as the DEPARTMENT'S representative to coordinate and manage the DEPARTMENT review of LOCAL GOVERNMENT activities pursuant to this Agreement. The LOCAL GOVERNMENT shall provide a current construction schedule to the DEPARTMENT'S representative and shall notify the representative at least 48 hours in advance of starting proposed work and again immediately upon completion of work.

7. The LOCAL GOVERNMENT shall utilize only a DEPARTMENT prequalified prime contractor for the Project.

8. The LOCAL GOVERNMENT shall hire a DEPARTMENT qualified CEI firm to perform Verification Testing in accord with the 2010 Standard Specifications for Road and Bridge Construction, and as amended from time to time. The DEPARTMENT shall have the right, but not the obligation, to perform independent testing from time to time during the course of construction of the Project. The CEI firm shall not be the same firm as the Engineer of Record.

9. The LOCAL GOVERNMENT shall require the LOCAL GOVERNMENT'S contractor to post a bond in accordance with Section 337.18, Florida Statutes.

10. The LOCAL GOVERNMENT shall not modify the intent of the design plans or the maintenance of traffic concept without appropriate submission by the Engineer of Record (the "Engineer") and approval by the DEPARTMENT. Provided, however, in the event of an emergency, the LOCAL GOVERNMENT shall immediately make any necessary changes and notify the DEPARTMENT and the Engineer of Record after the modifications.

11. The DEPARTMENT may request and shall be granted a conference with the LOCAL GOVERNMENT and at the LOCAL GOVERNMENT'S option, the LOCAL GOVERNMENT'S CEI firm, to discuss any part of the Project activities that the DEPARTMENT determines to be inconsistent with the approved design plans and specifications. The LOCAL GOVERNMENT will monitor the corrective action and provide the DEPARTMENT status reports at such intervals as are reasonable, based on the corrective action undertaken, and the DEPARTMENT may, but is not obligated to, review independently the progress of the corrective action. Provided however, if the DEPARTMENT determines a condition exists which threatens the public's safety, the DEPARTMENT may, at its discretion, issue an immediate stop work order.

12. The LOCAL GOVERNMENT shall have the continuous obligation to monitor the maintenance of traffic and construction operation during the course of the Project so that the safe and efficient movement of the traveling public is maintained. The LOCAL GOVERNMENT is further obligated to make such changes to the maintenance of traffic plans as may be necessary. During construction, the LOCAL GOVERNMENT shall take measures, including the placing and display of safety devices that are necessary in order to safely conduct the public through the Project area in accordance with the latest and current version of the Federal Highway Administration Manual on Uniform Traffic Control Devices for Streets and Highways, and the DEPARTMENT'S 2010 Standard Specifications for Road and Bridge construction and the DEPARTMENT'S 2010 Roadway and Traffic Design Standards, and as those sources may be amended from time to time. The LOCAL GOVERNMENT may assign the responsibility of this paragraph to the Contractor or its' CEI for the construction of the Project.

13. Prior to the Project bidding, the LOCAL GOVERNMENT shall provide a project schedule that includes, at a minimum, the date the Project will be advertised for bid, the bid opening date, the award date and the date of the preconstruction conference.

14. It is understood and agreed that the rights and privileges herein set out are granted only to the extent of the DEPARTMENT'S right, title and interest in the land to be entered upon and used by the LOCAL GOVERNMENT. Any additional right or privilege required to undertake and to complete construction of the Project shall be secured by the LOCAL GOVERNMENT.

15. Upon completion of the work in accord with the Plans, the LOCAL GOVERNMENT shall furnish a set of "as-built" plans certified by the Engineer of Record/CEI that the necessary improvements have been completed in accordance with the Plans as the same may be modified in accord with the terms of this Agreement. This certification shall include a statement that necessary inspections, tests, and physical measurements have been made, and that all materials entering into the work conform to the Plans, conform to the applicable specifications contained in the Standard Specifications for Road and Bridge Construction, 2010 edition as amended, or otherwise conform to or meet generally accepted professional practices. Additionally, the LOCAL GOVERNMENT shall assure that all post construction survey monumentation required by Florida Statutes is completed and evidence of such is provided to the DEPARTMENT in a manner acceptable to the DEPARTMENT. Upon acceptance of right-of-way documents, then the Project shall be deemed accepted by and turned over to the DEPARTMENT.

16. In the event contaminated soil is encountered by the LOCAL GOVERNMENT or anyone within the DEPARTMENT right of way, the LOCAL GOVERNMENT shall immediately cease work and notify the DEPARTMENT. The DEPARTMENT shall coordinate with the appropriate agencies and notify the LOCAL GOVERNMENT of any required action related thereto.

17. It is acknowledged by the parties that construction plans and specifications are still being prepared by the LOCAL GOVERNMENT as of the date of this Agreement. Construction of the Project will not commence until the DEPARTMENT has approved the construction plans and specifications as provided for in Paragraph 1 and all required right-of-way has been properly obtained and certified (if applicable) as such by the DEPARTMENT's Right of Way Manager.

18. If applicable, the LOCAL GOVERNMENT shall assure that load ratings are submitted on any vehicular bridge prior to the final submission of the structure plans for DEPARTMENT review. Structures shall not be opened to traffic until a signed and sealed final bridge load rating that meets the Florida legal loads standard is complete.

EXHIBIT "E"

NOTICE OF COMPLETION

JOINT PARTICIPATION AGREEMENT

Between

THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

and _____

PROJECT DESCRIPTION: _____

FINANCIAL MANAGEMENT ID# _____

In accordance with the Terms and Conditions of the JOINT PARTICIPATION AGREEMENT, the undersigned hereby provides notification that the work authorized by this Agreement is complete as of _____, 20____.

By: _____

Name: _____

Title: _____

ENGINEER'S CERTIFICATION OF COMPLIANCE

In accordance with the Terms and Conditions of the JOINT PARTICIPATION AGREEMENT, the undersigned hereby certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification, the LOCAL GOVERNMENT shall furnish the DEPARTMENT a set of "as-built" plans certified by the Engineer of Record/CEI.

By: _____, P.E.

SEAL:

Name: _____

Date: _____

Consent Agenda Item #5.D. ix

To: LYNX Board of Directors

From: Edward Johnson
CHIEF ADMINISTRATIVE OFFICER
Rudolph Walter
(Technical Contact)

Phone: 407.841.2279 ext: 6058

Item Name: Miscellaneous
**Authorization to Ratify the Amendment to the Interlocal Agreement
Between the City of Orlando and LYNX to Include the Parramore Bus
Rapid Transit, LYNX Orlando Trail and the Downtown Orlando East/West
Circulator**

Date: 9/28/2011

ACTION REQUESTED:

Staff is requesting the Board of Directors' ratification of the Amendment to the Interlocal Agreement between the City of Orlando and LYNX to Include the Parramore Bus Rapid Transit, LYNX Orlando Trail and the Downtown Orlando East/West Circulator.

BACKGROUND:

Since the Interlocal Agreement between LYNX and the City of Orlando was originally adopted, several new projects have been developed requiring inclusion in the agreement. The agreement spells out City commitments for each project including matching requirements for the three projects, as well as commitments to operate the two LYMMO expansion projects – Parramore BRT and Downtown Orlando East/West Circulator. The Interlocal Agreement was approved by the Orlando City Council and the CRA on Monday, August 15, 2011

PROPOSED NEW EXPANSION:

The agreement describes the funding commitments from the City of Orlando to construct and operate the three capital projects described above.

FISCAL IMPACT:

The agreement itself has no fiscal impact, however, the planned LYMMO expansion will amount to \$24.02 million in capital projects where FTA will be providing 80% of the costs and the City will be providing a 20% match resulting in no fiscal impact to LYNX. The City of Orlando has also agreed to pay for the increase in operating the expanded LYMMO projects – an additional

LYNX Board Agenda

5.83 miles of BRT serving the Parramore, Callahan, Downtown and Thornton Park neighborhoods.

AMENDED AND RESTATED

INTERLOCAL AGREEMENT

(Pursuant to the Florida Interlocal Cooperation Act of 1969, Part I, Chapter 163, Florida Statutes)

By and Between

City of Orlando, Florida,

and

Central Florida Regional Transportation Authority (d/b/a LYNX)

And

Community Redevelopment Agency

Relating to

**a Downtown Orlando Transit Circulator Expansion Alternatives Analysis Study
and Subsequent Funding for the Expansion Program;**

the LYNX Orlando Trail Project; and

the Creative Village Moving Parramore Forward Project; and

the Downtown Orlando East/West Circulator New Starts Project

_____, 2011

Orlando City Council

Regular Meeting of _____, _____, 2011

Central Florida Regional Transportation Authority Governing Board

Regular Meeting of _____, _____, 2011

THIS DOCUMENT PREPARED BY:

Roy Payne, Esq.
Fla. Bar No. 773311
Assistant City Attorney
City of Orlando
Orlando City Hall
400 S. Orange Ave.
Orlando, Florida 32801
(407) 246-3471
{O1613538;+2}

Patrick T. Christiansen, Esq.
Fla. Bar No. 0146230
General Counsel
Akerman Senterfitt
CNL Tower II, Suite 1200
420 S. Orange Ave.
Orlando, Florida 32801
(407) 419-8545

City Council Meeting: 8/15/11
Item: C-5 Documentary: 110815005

THIS AMENDED AND RESTATED INTERLOCAL AGREEMENT ("**Agreement**"), made in the City of Orlando, County of Orange, State of Florida, this _____ day of _____, 2011, is made and entered into by and between the **CITY OF ORLANDO, FLORIDA**, a Florida municipal corporation duly created, organized, and existing under, and by virtue of, the laws of the State of Florida, and having its principal place of business at Orlando City Hall, 400 S. Orange Ave., Orlando, Florida 32801 (the "**City**"), and the **CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY, d/b/a LYNX**, a Florida body politic and corporate, duly created, organized, and existing under, and by virtue of, Part II, Chapter 343, Florida Statutes, and having its principal place of business at Lynx Central Station, 455 N. Garland Ave., Orlando, Florida 32801 (the "**Authority**") and the **COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF ORLANDO, FLORIDA**, a public body corporate and politic of the State of Florida created pursuant to Part III, Chapter 163, Florida Statutes (the "**CRA**"), whose address is 400 South Orange Avenue, 6th Floor, Orlando, Florida, 32801.

WITNESSETH

WHEREAS, as provided by Article VIII, section 2(b) of the Constitution of the State of Florida, and section 166.021(1), Florida Statutes, the City, a Florida municipal corporation, enjoys all governmental, corporate, and proprietary powers necessary to conduct municipal government, perform municipal functions, and render municipal services, and may exercise any power for municipal purposes, except as expressly prohibited by law; and

WHEREAS, the Authority was created and established by Part II, Chapter 343, Florida Statutes, for the purpose of governing and operating a public transportation system and public transportation facilities in Seminole, Orange, and Osceola Counties, and may exercise all powers necessary, appurtenant, convenient, or incidental to the carrying out of said purpose; and

WHEREAS, this Agreement is made and entered into by the City and the Authority pursuant to the Florida Interlocal Cooperation Act of 1969, Part I, Chapter 163, Florida Statutes, the purpose of which is "to permit local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities"; and

WHEREAS, the City has created a Downtown Orlando Transportation Plan to evaluate existing facilities, projects, future demand and identify future transportation enhancements, and which makes specific recommendations based on the analysis of streets, transit, parking, Intelligent Transportation Systems (ITS), traffic signalization, transportation demand management, freight, land use, and the bicycle and pedestrian network; and

WHEREAS, pursuant to the Downtown Orlando Transportation Plan, the expansion of the LYMMO network is a key component of the future multi-modal transportation system to mitigate congestion in Downtown Orlando; and

WHEREAS, pursuant to that certain Interlocal Agreement, dated [_____], 2009 (the “Original Interlocal Agreement”), the Authority has contracted for the performance of a LYMMO expansion alternatives analysis study (the “AA Study”), the purpose of which is to provide data and analysis related to existing and future travel demand, trip patterns, modal preferences, and transportation needs within the Downtown Orlando, Florida area in order to improve the LYMMO network; and

WHEREAS, the AA Study is the first step of the United States Department of Transportation Federal Transit Administration (“**FTA**”) New Starts planning and project development process; and

WHEREAS, FTA’s New Starts program is the federal government’s primary financial resource for supporting locally-planned, implemented, and operated transit “guideway” capital investments; and

WHEREAS, an alternatives analysis study is the local forum for evaluating the costs, benefits, and impacts of a range of transportation alternatives designed to address mobility problems and other locally-identified objectives in a defined transportation corridor, and for determining which particular investment strategy should be advanced for more focused study and development, and for helping to determine which projects may result in the local selection of a project eligible for FTA New Starts funding; and

WHEREAS, an alternatives analysis study further serves as the process for development of the technical information necessary to support a candidate’s process into the New Starts’ preliminary engineering; and

WHEREAS, the Authority has submitted grant applications to FTA and been awarded two grants estimated to be in the amount of \$240,000 and \$686,000¹, respectively (collectively, the “**AA Study Grants**”), to partially fund the AA Study; and

WHEREAS, the City has allocated funding for the AA Study and will provide a local match estimated to be in the amount of \$574,000 (the “**AA Study Local Match**”); and

WHEREAS, the Authority intends to submit additional grant applications² to FTA for future discretionary and/or New Starts funding to be used to support future phases of the New Starts planning and project development process and the New Starts Project (as hereinafter defined); and

WHEREAS, the parties desire that the Authority continue to contract with a Qualified Private Supplier or Qualified Private Suppliers to perform all of the services necessary to complete the AA Study and, to the extent applicable and appropriate, future phases of the New Starts planning and project development process and the New Starts Project; and

¹

WHEREAS, the City and LYNX applied for and were awarded a Livability Grant from FTA in the amount of \$1,233,132 (the “LOT Grant”) to partially fund the design, engineering and construction of a multi-modal pedestrian enhancement to provide bicycle parking, pedestrian way finding, streetscape, lighting, safety elements other transit related enhancements to create a pleasant, safe and walkable environment for transit and community users coming to and from downtown housing, employment, entertainment and commercial establishments from South Street to Amelia Street with design and engineering from Amelia Street to SR 50, predominantly along the corridor known as “Gertrude’s Walk,” (the “LOT Project”); and

WHEREAS, the City has allocated funding for the LOT Project and will provide a local match, consisting of cash in the amount of \$308,283 (the “LOT Local Match”); and

WHEREAS, the parties desire that the Authority contract with a Qualified Private Supplier or Qualified Private Suppliers to perform all of the services necessary to complete the LOT Project to the extent applicable and appropriate; and

WHEREAS, the City and LYNX applied for and were awarded a TIGER II Grant from FTA in the amount of \$10,000,000⁴ (the “Parramore BRT Grant”) to partially fund the design, engineering and construction of a bus rapid transit extension of the LYMMO system to serve the Parramore community west of I-4 and the Creative Village (the “Parramore BRT Project”); and

WHEREAS, the City has identified funding for the Parramore BRT Project and will provide a local match consisting of cash, labor, materials and in-kind services as approved by the FTA, in the amount of \$2,500,000 (the “Parramore BRT Local Match”); and

WHEREAS, the City has identified funding for the Downtown Orlando East/West Circulator New Starts Project and the local match in the amount of \$2,000,000, will be provided by the City and CRA as follows: \$1,356,000 from the City and \$644,000 from the CRA, “New Starts Local Match” and

WHEREAS, the parties desire that the Authority contract with a Qualified Private Supplier or Qualified Private Suppliers to perform all of the services necessary to complete the Parramore BRT Project and the New Starts Project; and

WHEREAS, the parties now desire to amend and restate the Original Interlocal Agreement in its entirety to provide for the additional matters described herein; and

WHEREAS, the City Council of the City of Orlando, Florida, hereby finds and declares that this Agreement promotes a valid and important public purpose and is in the best interest of the public health, safety, and welfare of the citizens of the City of Orlando.

⁴

NOW, THEREFORE, in consideration of the promises and covenants contained herein, and other good and valuable consideration, each to the other provided, the receipt and sufficiency of which is hereby acknowledged, the City and the Authority agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are hereby incorporated into and made a part of this Agreement as if fully set forth hereinafter.

2. **Definitions.** For the purposes of this Agreement the following terms, phrases, words and their derivations shall have the meaning contained hereinafter, except where the context clearly requires otherwise.

2.1. "**Agreement**" has the meaning set forth in the Caption for such term.

2.2. "**AA Match**" has the meaning set forth in the Recitals for such term.

2.3. "**AA Project Budget**" has the meaning set forth in Section 5.1 for such term.

2.4. "**AA Study**" has the meaning set forth in the Recitals for such term.

2.5. "**AA Study Grants**" has the meaning set forth in the Recitals for such term. The AA Study Grants are each, individually, referred to herein as an "**AA Study Grant.**"

2.6. "**Authority**" has the meaning set forth in the Caption for such term.

2.7. "**City**" has the meaning set forth in the Caption for such term.

2.8. "**Commuter Rail**" means the commuter rail transit project that will run along a 61-mile stretch of existing rail freight tracks in the four-county area of Orange, Seminole, Volusia and Osceola counties.

2.9. "**Contract**" means a contract that the Authority enters into with a Qualified Private Supplier for goods and/or services related to any Project.

2.10. "**DBE Program**" means the U.S. Department of Transportation's Disadvantaged Business Enterprise Program which is administered pursuant to 49 CFR Part 26.

2.11. "**Downtown Orlando East/West Circulator New Starts Project-** See "New Starts Project."

2.12. "**FTA**" has the meaning given that term as set forth in the Recitals.

2.13. "**Grants**" means, collectively, (i) the Parramore BRT Grant; (ii) the AA Study Grants; (iii) the LOT Livability Grant; and (iv) the New Starts Project Grant . The Grants are each, individually, referred to herein as a "**Grant.**"

- 2.14. “**Local Matches**” means, collectively, (i) AA Local Match; (ii) the LOT Project Local Match; and (iii) the BRT Local Match; and (iv) the New Starts Project Local Match. The Local Matches are each, individually, referred to herein as a “**Local Match.**”
- 2.15. “**LOT Project**” has the meaning set forth in the Recitals for such term.
- 2.16. “**LOT Project Budget**” has the meaning set forth in Section 5.2 for such term.
- 2.17. “**LOT Livability Grant**” has the meaning set forth in the Recitals for such term.
- 2.18. “**LYMMO**” means the Downtown Orlando bus rapid transit circulator operating under the name of “LYMMO.”
- 2.19. “**Master Agreement**” means the United States of America Department of Transportation Federal Transit Administration Master Agreement for Federal Transit Administration Agreements, dated October 1, 2008, as the same may be amended, restated or superseded from time-to-time (the terms of which are incorporated into FTA grant agreements).
- 2.20. “**New Downtown Venues**” means the Dr. Phillips Orlando Performing Arts Center, the Events Center, and the Florida Citrus Bowl.
- 2.21. “**New Starts Project**” means a transit fixed “guideway” project, as described in Section 3.4, herein, for which FTA agrees to provide New Starts Funding and which results from the AA Study.
- 2.22. “**Parramore BRT Local Match**” has the meaning set forth in the Recitals for such term.
- 2.23. “**Parramore BRT Project**” has the meaning set forth in the Recitals for such term.
- 2.24. “**Parramore BRT Grant**” has the meaning set forth in the Recitals for such term.
- 2.25. “**Parramore BRT Project Budget**” has the meaning set forth in Section 5.3 for such term.
- 2.26. “**Projects**” means, collectively, (i) the AA Study and, to the extent applicable, future phases of the New Starts planning and project development process and the New Starts Project; (ii) the LOT Project; (iii) the Parramore BRT Project; and (iv) the Downtown Orlando East/West Circulator New Starts Project. The Projects are each, individually, referred to herein as a “**Project.**”
- 2.27. “**Project Budgets**” means, collectively, (i) the AA Project Budget; (ii) the LOT Project Budget; (iii) Parramore BRT Project Budget; and the New Starts Project

Budget. The Project Budgets are each, individually, referred to herein as a “**Project Budget.**”

- 2.28. “**Qualified Private Supplier(s)**” means any person or firm (or persons or firms) retained by the Authority to provide goods and services related to the Projects.
- 2.29. “**Solicitation Document**” means a request for proposal or other document that the Authority uses to solicit a Qualified Private Supplier to enter into a Contract with the Authority.
- 2.30. “**Title VI Program**” means the U.S. Department of Transportation’s Title VI program which is administered pursuant to 49 CFR Part 21.

3. **Scope of Projects.**

3.1. **AA Study.** The AA Study will consider potential circular routes that connect with planned Commuter Rail stations. The circulator service would run at 5-10 minute headways and connect major destinations and attractions with Commuter Rail, connect remote parking garages to the Downtown Orlando core, and provide convenient circulation through Downtown Orlando. The AA Study will consider, at least, the following three components:

- (i) East-West Circulator – A circulator using Central Boulevard to head westbound from Eola Drive to Parramore Street, then south on Parramore Street to Church Street, eastbound to Eola Drive, then north back to Central Boulevard. Phase II of this component includes an addition connecting the Thornton Park area all the way to the Citrus Bowl.
- (ii) Hospital-Uptown Loop – A connection from Orlando Health (OH) to Florida Hospital, with service Downtown using existing LYMMO lanes on Magnolia Avenue and providing service to the uptown area along Orange Avenue and Magnolia Avenue.
- (iii) Alternative Corridors – The possible extensions of proposed routes for special events shuttling with service between the proposed Creative Village on the existing Centroplex City-owned property and the New Downtown Venues.

The Authority shall ensure that the AA Study is carried out in accordance with the project descriptions contained in the grant applications for the AA Study Grants as well as the Master Agreement, the terms of which are hereby incorporated herein by this reference.

3.2. **LOT Project.** The LOT Project will consist of the design, engineering and construction of a multi-modal pedestrian enhancement that will provide bicycle parking, pedestrian way finding, streetscape, lighting, safety elements and other transit related enhancements to create a pleasant, safe and walkable environment

for transit and community users coming to and from downtown housing, employment, entertainment and commercial establishments from South Street to Amelia Street with design and engineering from Amelia Street to SR 50.

- 3.3. **Parramore BRT Project.** The Parramore BRT Project will consist of the design, engineering and construction of a bus rapid transit extension of the LYMMO system to serve the Parramore community west of I-4 and the Creative Village future development.
- 3.4. **Downtown Orlando East/West Circulator New Starts Project (New Starts Project).** The New Starts Project will consist of the design, engineering and construction of a bus rapid transit extension of the LYMMO system to serve the downtown area east and west of I-4 along a corridor bounded by Westmoreland Dr. on the west, Summerland Ave. on the east, Central Blvd. on the north and Church and South St. on the south. The New Starts Project will serve the Parramore and Thornton Park neighborhoods as well as SunRail, the New Amway Center and the planned Dr. Phillips Performing Arts Center. Additionally, the project also includes the purchase of 4 hybrid electric buses using FTA New Starts Funding for the Downtown Orlando East/West Circulator Federal Earmark.
4. **Qualified Private Suppliers.** The Authority will select and contract with Qualified Private Suppliers to carry out each of the four Projects. With respect to each of the four Projects, the Authority shall be fully responsible for the selection of Qualified Private Suppliers. The method by which the Authority seeks proposals from interested parties and selects Qualified Private Suppliers shall be at the sole and absolute direction and responsibility of the Authority, subject in all cases to the Master Agreement and all applicable FTA procurement Regulations. The City understands and accepts that it is the intent of the Authority at the time that this Agreement is originally executed for the Authority to select Qualified Private Suppliers through Request for Proposals or similar processes. The City also understands and accepts that if the Authority is unable to obtain and contract with, in the opinion of the Authority, suitable Qualified Private Suppliers for any of the four Projects, then the Authority may, in its discretion, terminate this Agreement with respect to any of the Projects for which it cannot obtain a Qualified Private Supplier pursuant to Section 28.2, herein.
5. **Project Budgets.**
 - 5.1. **AA Study.** The parties anticipate the total cost of the AA Study to be \$1,500,000 (the “AA Project Budget”). The AA Project Budget is equal to sum of the AA Study Grants and the AA Local Match. The City agrees to provide the AA Local Match to the Authority as follows⁶: [(a) \$60,000 of the AA Local Match will be provided within 30 days of the City’s receipt of written notice from the Authority that the Authority has executed the AA Study Grant agreement with FTA for the

⁶ LYNX to advise how much of the AA Local Match has already been provided.

AA Study Grant in the approximate amount of \$240,000; and (b) the remaining portion of the AA Local Match will be provided within 30 days of the City's receipt of written notice from the Authority that the Authority has executed the AA Study Grant agreement with FTA for the AA Study Grant in the approximate amount of \$686,000.]

- 5.2. **LOT Project.** The parties anticipate the total cost of the LOT Project to be \$1,541,415 (the "**LOT Project Budget**"). The LOT Project Budget is equal to the sum of the LOT Livability FTA Grant, and the LOT Local Match. The City agrees to provide the LOT Local Match to the Authority within 30 days of the City's receipt of written notice from the Authority that the Authority has executed the LOT Livability Grant agreement with FTA for the LOT Project .
- 5.3. **Parramore BRT Project.** The parties anticipate the total cost of the Parramore BRT Project to be \$12,500,000 (the "**Parramore BRT Project Budget**"). The Parramore BRT Project Budget is equal to the sum of the Parramore BRT Grant and the Parramore BRT Local Match.⁹ The City agrees to provide the cash portion of the Parramore BRT Local Match to the Authority within 30 days of the City's receipt of written notice from the Authority that the Authority has executed the Parramore BRT Grant agreement with FTA for the Parramore BRT Project.
- 5.4. **The Downtown Orlando East West Circulator (New Starts Project.)** The parties anticipate the total cost of the Downtown Orlando East West Circulator (New Starts Project) to be \$9,920,000 (the "**New Starts Project Budget**"). The New Starts Project Budget is equal to the sum of the Section 5309 Small Starts Earmark and the New Starts Local Match. The City and CRA agree to provide the New Starts Local Match to the Authority within 30 days of the City's receipt of written notice from the Authority that the Authority has executed the Downtown Orlando East West Circulator New Starts Project Grant agreement with FTA for the Downtown Orlando East West Circulator New Starts Project.
- 5.5. The Authority will pay all invoices received from the Qualified Private Suppliers for each Project to the extent of its respective Project Budget. The Authority is solely responsible to review all invoices paid from each such Project Budget and ensure that each invoice is valid and consistent with the terms of the applicable Grant and Contract. If at any time the Authority believes that the cost to perform a particular Project will exceed its Project Budget, then the Authority shall notify the City of such belief and the City and the Authority shall discuss whether or not and to what extent, if any, (i) the City will provide additional monies to fund the Project and/or (ii) to what extent the scope of services in the Contract should be reduced. Should the Authority and the City fail to reach an agreement, then either party may terminate this Agreement with respect to that particular Project by delivering to the other party written notice of its desire to terminate this Agreement with respect to such Project. In such an event, this Agreement shall be

terminated with respect to such Project on the date which is 30 days following the receipt of the notice of termination (or such later date as specified in such notice). To the extent that the total amounts expended by the Authority hereunder which are properly chargeable against a particular Project Budget are less than the Project Budget for the particular Project, then, in that event, the Authority shall promptly reimburse the City for any remaining portion of that Project's Local Match. For purposes of determining the portion of the Local Match remaining, the monies in the Project Budget are presumed to be expended on a pro-rata basis between that Project's Local Match and that Project's Grant funds.

6. **Project Administrative Fee.** Subject to applicable FTA requirements and limitations, the Authority shall be entitled to draw down the following amount from the AA Project Grant funds for its project administration expenses related to the AA Project, as and when determined by the Authority in its reasonable discretion:

With respect to the AA Project, up to \$115,750. This amount is equal to 10% of the sum of (i) the total amount of the AA Study Grants and (ii) a 25% match to such grants (provided by the City as a portion of the AA Local Match).

With respect to the LOT Project, the Parramore BRT Project and the New Starts Project, the City shall be responsible to reimburse LYNX for the following project expenses actually incurred by LYNX:

(a) With respect to the LOT Project, the City will reimburse LYNX up to \$61,656.15. This amount is equal to 5% of the LOT Grant. Reimbursement shall occur within thirty (30) days of the City's receipt of an invoice, along with all necessary supporting documentation, showing that the costs have been actually incurred by LYNX. City may request additional supporting documentation, in which case, payment of the invoice shall occur within thirty (30) days of receipt of said additional documentation. LYNX shall not invoice the City more than once in any three month period. If the City objects to the payment of any portion of the invoice, City shall notify LYNX in writing that the parties shall cooperate in good faith to resolve the City's concerns.

(b) With respect to the Parramore BRT Project, the City will reimburse LYNX up to \$500,000. This amount is equal to 5% of the Parramore BRT Grant. Reimbursement shall occur within thirty (30) days of the City's receipt of an invoice, along with all necessary supporting documentation, showing that the costs have been actually incurred by LYNX. City may request additional supporting documentation, in which case, payment of the invoice shall occur within thirty (30) days of receipt of said additional documentation. LYNX shall not invoice the City more than once in any three month period. If the City objects to the payment of any portion of the invoice, City shall notify LYNX in writing that the parties shall cooperate in good faith to resolve the City's concerns.

(c) With respect to the New Starts Project, the City will reimburse LYNX up to \$396,000. This is equal to 5% of the New Starts Project Federal Earmark. Reimbursement shall occur within thirty (30) days of the City's receipt of an invoice, along with all necessary supporting documentation, showing that the costs have been actually incurred by LYNX. City may request additional supporting documentation, in which case, payment of the invoice shall occur within thirty (30) days of receipt of said additional documentation. LYNX shall not invoice the City more than once in any three month period. If the City objects to the payment of any portion of the invoice, City shall notify LYNX in writing that the parties shall cooperate in good faith to resolve the City's concerns.

The Authority's "project administrative expenses", for a particular Project, consist of those expenses incurred by it in performing its obligations in connection such Project, including, without limitation, (a) soliciting a Qualified Private Supplier or Qualified Private Suppliers in accordance with Section 4; (b) complying with the Master Agreement, including the DBE Program requirements and the Title VI Program requirements; and (c) the Authority's overhead allocable to such Project. In addition, "project administrative expenses" for a particular Project shall also include legal expenses of the Authority incurred in connection with the particular Project, including, those incurred in connection with the preparation of this Agreement¹¹, the Solicitation Documents and the Contracts. The legal expenses incurred for preparation of this Agreement shall be allocated in equal proportions to the four Project Budgets. If the Authority's legal expenses, as described in the previous sentence, cause or are anticipated to cause the total amount of a particular Project's administrative expenses to exceed the permissible draw down amounts referenced for that Project¹², then, in that case, the Authority and the City shall discuss whether or not the aforementioned dollar limitations should be increased.

City agrees to maintain the improvements/assets constructed and/or purchased with Grant funds, as described herein, consistent with the terms of the applicable Grant agreements.

7. **Right to Audit.** The Authority shall maintain and keep books and records as are reasonably necessary to audit, track, and verify all expenditures related to the four Projects. The Authority shall retain and maintain such books and records for at least five (5) years after the termination of this Agreement or until all then outstanding audits are closed, whichever is later. For the duration of this Agreement, and for five (5) years after the termination of this Agreement, the City and any third party auditor designated by either of them shall have the right to independently examine, audit, inspect, and transcribe the books and records of the Authority. The City agrees that any auditor that it designates to act pursuant to this section shall be knowledgeable in auditing such books and records. Any books and records required to be disclosed to the City pursuant to this section shall be available for review during normal business hours on reasonable notice at the offices of the Authority and may not be removed without the consent of the Authority, which consent will not be unreasonably withheld. Such review shall be conducted in such a manner as to minimize, to the extent practicable, disruption and inconvenience to the Authority and its staff. Internal control standards and records required thereby shall be made available for review to the auditor. The reasonable costs and expenses incurred by each party under this section shall be borne by each respective party. The rights

granted to the City under this section shall be in addition to and not in limitation of any other inspection or audit rights that the City may have under law.

8. **Additional Funding.** Upon completion of the AA Study, the Authority intends to submit additional grant applications to FTA for discretionary and/or New Starts funding which, if approved, would be used exclusively for future phases of the New Starts planning and project development process as well as the New Starts Project. Nothing herein shall be interpreted as requiring that the Authority submit such additional grant applications or requiring that the City participate in the funding of such projects. For each future phase of the New Starts planning and project development process as well as for the New Starts Project: (a) the Authority will select and contract with a Qualified Private Supplier or Qualified Private Suppliers in accordance with the provisions of Section 4; (b) the City may provide a local match to any grant being provided by FTA; (c) the Authority will be entitled to draw down up to 10% of the FTA grant amount for its project administration expenses (as that term is used in Section 6 above), as well as a portion of any local match provided by the City (in an amount proportionate to the amount of the local match that the Authority is permitted draw down pursuant to Section 6); (d) the Authority will pay invoices of the Qualified Private Supplier or Qualified Private Suppliers in accordance with the provisions of Section 5.4 and pay or recoup its legal expenses as provided in Section 6.

9. **Indemnification by Third Parties.** On and after the effective date of this Agreement, the Authority shall require all third party vendors (including without limitation a Qualified Private Supplier) providing any goods or services related to any of the four Projects to defend, indemnify, and hold harmless both the City and the Authority, and each of their respective officers, directors, agents, and employees, whether elected, appointed, or otherwise (collectively referred to as the "**Indemnitees**" and individually as the "**Indemnitee**") from and against any and all liabilities, losses, damages, costs, expenses, claims, obligations, penalties, and causes of action (including without limitation, reasonable fees and expenses for attorneys, paralegals, expert witnesses, and other consultants, at their respective prevailing market rates for such services) (collectively, "**Damages**") whether based upon negligence, strict liability, absolute liability, product liability, misrepresentation, contract, implied or express warranty, or any other principle or theory of law or equity, that are imposed upon, incurred by, or asserted against an Indemnitee or the Indemnitees or which an Indemnitee or the Indemnitees may suffer or be required to pay and which arise out of or relate in any manner from the respective third party's performance of any work (or failure to perform any obligation or duty associated with such work) associated with any of the four Projects, and which is caused in whole or in part by the respective third party, or any of its agents, employees, officers, directors, contractors, subcontractors, affiliates, or anyone directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable. The foregoing notwithstanding, the Authority need not require that third party vendors (including Qualified Private Suppliers) defend, indemnify, or hold harmless the City, and each of its officers, directors, agents, and employees for Damages which arise out of or relate to goods or services that the third party vendors provide for future phases of the New Starts planning and project development process or the New Starts Project if the City elects not to provide a local match for such future phases of the New Starts planning and project development process or the New Starts Project. Nothing contained in this section shall constitute or be construed to mean or result in any indemnification

of any matter by the City or the Authority to any other party, nor shall it constitute a waiver by the City or the Authority of its grants and privileges under the principles of sovereign immunity, including the limitations on liability contained therein. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing a claim otherwise barred by sovereign immunity or other operation of law.

10. **Third Party Insurance.** On and after the effective date of this Agreement, the Authority shall require all Qualified Private Suppliers providing any goods or services related in any way to the four Projects to provide and maintain insurance in accordance with the insurance coverage policies of the City and the Authority for such third party goods and services providers. The respective policy or policies must name the City and the Authority as an additional insured. The foregoing notwithstanding, the Authority need not require that Qualified Private Suppliers providing goods or services for future phases of the New Starts planning and project development process or the New Starts Project provide and maintain insurance in accordance with the City's insurance coverage policies or name the City as an additional insured in connection with such goods or services if the City elects not to provide a local match for such future phases of the New Starts planning and project development process or the New Starts Project. Nothing contained herein shall require the City or the Authority to itself obtain any insurance. Nothing in this Agreement, including the requirement to list the City and the Authority as "additional insureds" on any insurance policy shall constitute a waiver by the City or the Authority of its grants and privileges under the principles of sovereign immunity, including the limitations of liability contained therein.

11. **No Personal Liability.** No provision of this Agreement is intended, nor shall any be construed, as a covenant, promise, or obligation of any official, officer, director, agent, or employee, whether elected, appointed, or otherwise, of the City or the Authority in their respective individual or private capacity and neither shall any such persons or entities be subject to personal or private liability by reason of any covenant, promise, or obligation of the City or the Authority hereunder.

12. **Delivery of Notices.** Any notice, demand, or other communication which any party may desire or may be required to give to any other party shall be in writing delivered by any one or more of the following methods, (i) hand delivery, (ii) a nationally recognized overnight courier, (iii) facsimile, or (iv) United States Postal Service mail, first class, postage prepaid, or by United States Postal Service certified or registered mail with return receipt requested, to the following addresses, or to such other address as the party to receive such communication may have designated to all other parties by notice in accordance herewith:

If to the City: City of Orlando
 Orlando City Hall
 400 S. Orange Avenue
 Orlando, Florida 32801
 Attn: Transportation Director
 Telephone: (407) 246-3978
 Facsimile: (407) 246-3392

with a copy to: City Attorney's Office
Orlando City Hall
400 S. Orange Avenue
Orlando, Florida 32801
Telephone: (407) 246-2295
Facsimile: (407) 246-2854

If to Authority: Central Florida Regional Transportation Authority
455 N. Garland Avenue
Orlando, Florida 32801
Attn: Procurement Manager
Telephone: (407) 841-2279
Facsimile: (407) 254-6292

with a copy to: Central Florida Regional Transportation Authority
455 N. Garland Avenue
Orlando, Florida 32801
Attn: General Manager
Telephone: (407) 841-2279
Facsimile: (407) 254-6320

with copy to: Akerman Senterfitt
420 S. Orange Avenue, Suite 1200
Orlando, Florida 32801
Attn: Patrick T. Christiansen, Esquire
Telephone: (407) 423-4000
Facsimile: (407) 843-6610

If to the CRA: Community Redevelopment Agency
400 South Orange Avenue, 6th Floor
Orlando, Florida, 32801
Attn: Executive Director
Telephone: (407) 246-2555
Facsimile: (407) 246-2848

Any such notice, demand, or communication shall be deemed delivered and effective upon the earlier to occur of actual delivery or, if delivered by facsimile, the same day as confirmed by facsimile transmission.

13. **Assignment.** Neither party may assign this Agreement, or any portion thereof, without the prior, written consent of the other party, except that the Authority may contract with a Qualified Private Supplier or Qualified Private Suppliers as provided in Sections 4 and 8.

14. **Third Parties.** Except as explicitly provided for herein, there shall be no third party beneficiaries with respect to this Agreement, and no right, nor any cause of action, shall accrue to or for the benefit of any third party.

15. **Compliance.** Except as explicitly provided for herein, any provision that permits or requires a party to take action shall be deemed to permit or require, as the case may be, the party to cause the action to be taken.

16. **Remedies.** Nothing in this Agreement shall be construed to limit either party's remedies in equity or law.

17. **Governing Law and Venue.** This Agreement shall be governed by and in accordance with the laws of the State of Florida. Any action or proceeding relating to the validity, performance, and enforcement of this Agreement, whether in law or equity, shall be brought and heard in Orange County, Florida. The City and the Authority hereby submit to the jurisdiction of the courts within Orange County, Florida, whether federal or state, for the purposes of any suit, action, or other proceeding, arising out of or relating to this Agreement, and hereby agree not to assert by way of motion as a defense or otherwise that such action is brought in an inconvenient forum or that the venue of such action is improper.

18. **Interpretation.** In the event any provision of this Agreement is capable of more than one reasonable interpretation, one which render the provision invalid and one that would render the provision valid, the provision shall be interpreted so as to render it valid.

19. **Further Assurances.** The City and the Authority shall cooperate and work together in good faith to the extent reasonably necessary to accomplish the mutual intent of the parties as expressed and anticipated herein.

20. **Entire Agreement.** This Agreement constitutes the entire, full, and complete agreement between the City and the Authority, with respect to the subject matter hereof, and supersedes and controls in its entirety over any and all prior agreements, understandings, representations, and statements, whether written or oral by either of the parties hereto.

21. **Captions, Headings, and Table of Contents.** The captions, headings, and the table of contents of this Agreement are for convenience of reference only and in no way define, limit, or otherwise describe the scope or intent of this Agreement nor shall in any way affect this Agreement or the interpretation or construction thereof.

22. **No Joint Venture or Agency.** Nothing contained in this Agreement or any other document executed in connection herewith is intended or shall be construed to establish the City as a joint adventurer or partner, team member, contractor, agent or assign of the Authority. The City represents and warrants that it cannot create any obligation or responsibility on behalf of the Authority, nor bind the Authority in any manner. The Authority represents and warrants that it cannot create any obligation or responsibility on behalf of the City, nor bind the City in any manner. Each party hereto is acting on its own behalf, and have made its own independent decision to enter into this Agreement, and have likewise determined that the same is appropriate, proper, and in its own self-interest based upon its own judgment and the advice from such advisers as it may deem necessary and proper. Additionally, the City and the Authority, along with their respective agents, contractors, and subcontractors, shall perform all activities that are

required and anticipated by this Agreement as separate and independent entities and not as agents of the other party hereto.

23. **Severability.** If any sentence, phrase, section, provision, portion, or part of this Agreement is for any reason held illegal or invalid by a court of competent jurisdiction, and which part shall not appear to have been a controlling or material inducement to the making hereof, such part shall be deemed of no effect and shall be deemed stricken from this Agreement without affecting the full force and binding affect of the remainder, but only to the extent that the remainder does not become unreasonable, absurd, or otherwise contrary to the purpose and intent of this Agreement.

24. **Default Notice.** The City and the Authority will immediately notify each other in the event of any known, discovered, or anticipated default hereunder.

25. **Non-action or Failure to Observe Provisions.** The failure of either the City or the Authority to promptly insist upon strict performance of any term, covenant, condition, or provision of this Agreement, or any other agreement, understanding, license, or arrangement contemplated hereby, shall not be deemed a waiver of any right or remedy that either the City or the Authority may have, and shall not be deemed a waiver of a subsequent default or nonperformance of such term, covenant, condition, or provision.

26. **Modification.** Modification of this Agreement may only be made by written agreement of the parties hereto.

27. **Effective Date.** This Agreement shall be effective as of the date first set forth above.

28. **Termination of Agreement.**

28.1. **For Cause.** In the event that either party (the "**Breaching Party**") fails to fulfill any material obligation established hereunder, or violates any material covenant, term, or condition of this Agreement, the non-Breaching Party shall give the Breaching Party written notice of such breach, failure, or violation. If such breach, failure, or violation is not cured to the reasonable satisfaction of the non-Breaching Party within 30 days from the date of the notice, the non-Breaching Party may terminate this Agreement effective upon such additional notice to such effect or upon such other date as specified in such notice. [To the extent that the total amounts expended by the Authority hereunder which are properly chargeable against the Project Budget are less than the Project Budget, then, in that event, the Authority shall promptly reimburse the City for any remaining portion of the Local Match. For purposes of determining the portion of the Local Match remaining, the monies in the Project Budget are presumed to be expended on a pro-rata basis between Local Match and AA Study Grant funds.]¹²

¹² LYNX to advise if this amount should be determined on a per project basis.

28.2. **For Convenience.** Each party shall have the option, in each such party's sole discretion, to terminate this Agreement at any time for convenience and without cause. Either party may exercise this option by giving the other party a written notice of termination specifying the date that termination will become effective, such date being not less than 30 days from the date of the notice of termination. [To the extent that the total amounts expended by the Authority hereunder which are properly chargeable against the Project Budget are less than the Project Budget, then, in that event, the Authority shall promptly reimburse the City for any remaining portion of the Local Match. For purposes of determining the portion of the Local Match remaining, the monies in the Project Budget are presumed to be expended on a pro-rata basis between Local Match and AA Study Grant funds.]¹³

29. **Authority to Execute and Comply.** The City and the Authority each represent and warrant that their respective signatories hereunder have been duly and lawfully authorized by the appropriate body or official(s) to execute this Agreement. Additionally, the City and the Authority each represent and warrant that they have respectively complied with all applicable requirements and preconditions of law necessary to enter into and be bound by this Agreement, and that they have full power and authority to comply with the terms and provisions of this Agreement.

30. **Binding Nature of this Agreement.** This Agreement shall be binding upon and shall inure only to the benefit of the parties hereto.

31. **Computation of Time.** In computing any period of time prescribed or allowed under this Agreement, the day of the act, event, or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included unless it is a Saturday, Sunday, or legal holiday, in which case the period shall run until the end of the next day which is neither a Saturday, Sunday, or legal holiday. When the period of time prescribed or allowed is less than seven (7) days, intermediate Saturdays, Sundays, and legal holidays shall be excluded in the computation.

32. **Counterparts; Copies.** This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. True and accurate photocopies, facsimiles, or other mechanical reproductions shall have the same force and effect as the validly executed original, and, in lieu of the validly executed original, any party hereto may use such reproduction of this Agreement in any action or proceeding brought to enforce or interpret any of the provisions contained herein.

33. **Sovereign Immunity.** Each party hereto is a governmental agency or unit entitled to the benefit of the principles of sovereign immunity under the laws of the State of Florida. Nothing contained in this Agreement shall constitute a waiver by either party of such principles or the limits of liability contained therein, and each party retains its rights and grants under sovereign immunity.

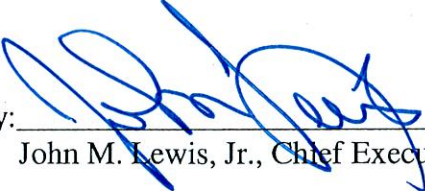
¹³ Sec footnote 12.

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

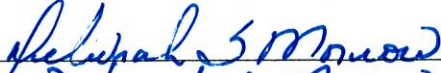
****[Remainder of this page intentionally left blank. Signature pages to follow.]****

SIGNATURE PAGE BY AUTHORITY

FOR THE CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY, a Florida
statutory agency:

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

ATTEST:

By:  _____
Name: Deborah S. Morrow
Title: Assistant Secretary

This Agreement is approved as to form only for execution by the Authority, and this approval is not to be relied upon by any other person or for any other purpose.

AKERMAN SENTERFITT

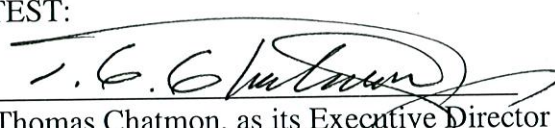
Name: Patrick T. Christiansen
Title: Shareholder

SIGNATURE PAGE BY CRA

COMMUNITY REDEVELOPMENT
AGENCY OF THE CITY OF ORLANDO,
FLORIDA

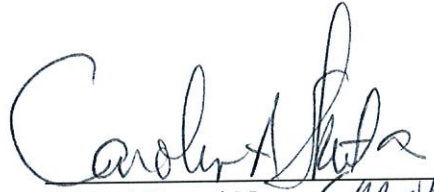
By: 
Buddy Dyer, as its Chairman

ATTEST:

By: 
Thomas Chatmon, as its Executive Director

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 16 day of August, 2011, by Buddy Dyer and Thomas Chatmon, Chairman and Executive Director, respectively, of the Community Redevelopment Agency of the City of Orlando, Florida, They are personally known to me or have produced valid Florida drivers' licenses as identification.

 (SEAL)
Printed/Typed Name: Carolyn A. Skuta
Notary Public-State of Florida
Commission Number:

NOTARY PUBLIC-STATE OF FLORIDA
Carolyn A. Skuta *
Commission # DD362244
Expires: APR. 04, 2013
BONDED THRU ATLANTIC BONDING CO., INC.

Consent Agenda Item #5.D. x

To: LYNX Board of Directors

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

Phone: 407.841.2279 ext: 6047

Item Name: Miscellaneous
Authorization to Execute an Interlocal Agreement with VOTRAN for
Commuter Bus Service between Volusia County and Downtown Orlando

Date: 9/28/2011

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to execute an Interlocal Agreement between LYNX and VOTRAN to continue the commuter bus service between Volusia County and Downtown Orlando effective October 1, 2011 and terminating September 30, 2013.

BACKGROUND:

Over the past several years, LYNX and VOTRAN have worked in a cooperative relationship to provide commuter bus service (Link 200) between Volusia County and Downtown Orlando via Interstate 4. The Florida Department of Transportation (FDOT) provided a service development grant to the Volusia County Government funding fifty percent (50%) of the cost to operate the service less the farebox recovery. LYNX and VOTRAN share in the remaining 50% expense equally less the farebox recovery.

LYNX and VOTRAN have mutually expressed a desire to continue this service. The motivation for continuing the agreement is primarily one of supporting infrastructure challenges, reducing local road congestion, and providing transportation alternatives for our customers.

FISCAL IMPACT:

The funding to cover the LYNX total service cost is included in the Preliminary FY2012 Operating Budget at an estimated amount of \$169,446 annually.

**CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY
(LYNX)
AND
VOTRAN (A DEPARTMENT OF THE GOVERNMENT OF VOLUSIA
COUNTY)
AN INTERLOCAL AGREEMENT FOR THE PROVISION OF COMMUTER BUS
SERVICE BETWEEN VOLUSIA COUNTY AND DOWNTOWN ORLANDO FOR
FISCAL YEAR 2012 AND 2013**

The parties to the Agreement are the **County of Volusia**, a political subdivision of the State of Florida, 123 West Indiana Avenue, Deland, FL 32720 (hereinafter, "COUNTY"), and the **Central Florida Regional Transportation Authority**, body politic and corporate created pursuant to Part II, Chapter 343 , Florida Statutes, 455 N Garland Avenue, Orlando, FL 32801 (hereinafter "LYNX").

WHEREAS, the County of Volusia is a political subdivision of the State of Florida; and

WHEREAS, LYNX is the regional public transportation agency responsible for providing an integrated, efficient and comprehensive public surface transit system in the counties of Orange, Osceola, and Seminole including bus service; and

WHEREAS, population growth in Volusia and Seminole Counties and employment growth in downtown Orlando have contributed to a rapid increase in peak period traffic congestion on Interstate-4, between Volusia County and downtown Orlando, which has resulted in the degradation of Level of Service; and

WHEREAS, the Volusia County Metropolitan Planning Organization, METROPLAN ORLANDO, LYNX, the Volusia Transportation Authority, and the Florida Department of Transportation completed an Inter-Regional Study to identify short term, quickly implementable transit service for West Volusia County and the Orlando Urban area to assist in minimizing congestion; and

WHEREAS, the COUNTY and LYNX mutually desire to enter into a cooperative relationship whereby LYNX will provide or cause to be provided the operational services associated with commuter bus service between Volusia County and downtown Orlando via Interstate-4; and

WHEREAS, the Florida Department of Transportation (FDOT) has offered a service development grant to the Volusia Transportation Authority which will provide fifty percent (50%) of the funding necessary to operate commuter bus service.

NOW, THEREFORE, in consideration of the mutual promises and undertakings contained herein, the parties hereby agree as follows:

- 1. DEFINITIONS.** For purposes of the Agreement, the following words shall have the meaning stated in this Section 1, unless the context clearly indicates otherwise.

- A. VOTRAN means the Volusia Transportation Authority, as described in §2-137 of the Volusia County Code of Ordinances.
 - B. Manager means the General Manager of VOTRAN, or his or her designee.
 - C. LYNX means the Central Florida Regional Transportation Authority, as created and described in Part II, Chapter 343, Florida Statutes.
 - D. Project Manager means the individuals LYNX And VOTRAN designate as the points of contact for the operation of the service.
 - E. Passenger means a person receiving transportation service from LYNX. The passenger is VOTRAN's customer and is the user of the service provided by LYNX.
 - F. Service shall refer to commuter bus service as outlined in Attachment A "Volusia County Commuter Bus Service Plan".
 - G. Safety Sensitive Employees are those personnel who dispatch or control revenue service vehicles under this Agreement and personnel who maintain revenue service vehicles or equipment used under this Agreement.
2. **AGREEMENT.** LYNX agrees to provide commuter bus service scheduled by VOTRAN in accordance with this Agreement. As consideration for the satisfactory performance of LYNX' promises contained herein, COUNTY agrees to reimburse LYNX for services rendered in accordance with the reimbursement rates and terms stated in Section 3 below.
3. **REIMBURSEMENT RATES AND TERMS.** COUNTY agrees to reimburse LYNX for services rendered based upon the following overall costs:
- A. For the first six (6) months of service, COUNTY will pay LYNX at a Commuter Bus Service rate determined as of September 30, 2011 per total service hour (revenue and non-revenue).
 - B. Upon completion of six (6) months of Commuter Bus Service, the parties mutually agree that COUNTY will pay LYNX the actual cost of Commuter Bus Service based on LYNX' records of all actual costs associated with the performances of this Agreement. Within thirty (30) days after the end of the initial six (6) month period and any such other six (6) month period, LYNX will provide COUNTY with a schedule (detailed listing) of the Commuter Bus Service cost of operations for the preceding six (6) months. In the event that COUNTY has underpaid the costs for the preceding six (6) months, COUNTY will pay the balance due within thirty (30) days of invoicing. If COUNTY has paid more than the actual costs for the preceding six (6) months, a credit will be given to COUNTY for the amount of overpayment on the following month's billing.

The estimated rate will be adjusted to an hourly rate based on the current hours of operation and the preceding six (6) months of actual costs. This rate will be effective for the next six (6) months. This adjustment process will be completed within thirty (30) days from the end of each six (6) month period.

- C. The funding partnership for Commuter Bus Service shall be as follows:
- COUNTY shall provide 75% of the funding (25% from the COUNTY plus 50% from its direct Joint Participation Agreement with the Florida Department of Transportation).
 - LYNX shall provide no more than 25% of the funding.
4. **TERM.** The term of this Agreement shall be for a two-year period, commencing upon execution of the Agreement by both parties and ending September 30, 2013, contingent upon annual appropriations by the Florida State Legislature and the Volusia County Council.
 5. **ON-GOING SERVICE REVIEW.** The COUNTY and LYNX shall evaluate the service performance of the Commuter Bus Service operations on an on-going basis. Should ridership and service performance significantly decline, LYNX may, at its sole option, discontinue the service upon sixty (60) days written notice to COUNTY.
 6. **SCOPE OF WORK.** The scope of work is outlined in Attachment A “Volusia County Commuter Bus Service Plan”.
 7. **COMPLIANCE WITH REGULATIONS.** This agreement and the use of transit vehicles and all services provided by LYNX/VOTRAN contemplated by this Agreement are subject to and shall be in accordance with the terms and conditions of the grant agreement(s) between the respective transit agencies, and the Federal Transit Administration and the Florida Department of Transportation, both of whom provided funds for the provision of service. This Agreement is subject to all applicable Federal, State and other governmental laws, rules or regulations.
 8. **METHOD OF PAYMENT.** COUNTY shall pay LYNX for the number of total service hours (revenue and non-revenue) actually provided, in accordance with the rate schedule stated in Section 3. LYNX shall invoice COUNTY within thirty (30) working days following completion of the service for the month. COUNTY will reimburse LYNX on a monthly basis. LYNX’ invoice shall specify by date the number of revenue hours provided during the billing period. LYNX’ funding portion, as provided in Section 3, shall be deducted from the billing invoice. In addition, LYNX shall list all fares collected by LYNX that shall also be deducted from the monthly invoice. Also, LYNX shall increase the monthly invoice for LYNX’ 25% of the total fares collected by LYNX and the COUNTY. This method allows for all fare revenue to be accounted for and allocated 50% FDOT, 25% VOTRAN, and 25% LYNX because LYNX is collecting VOTRAN’s fare media as well as cash. COUNTY will review the information and invoice and pay LYNX the amount of the invoice within thirty (30) days after receipt.

9. **ADVERTISING.** The parties agree that LYNX shall have the right to sell advertising space both on the exterior and interior of each vehicle. All revenues derived from such advertising shall be collected by LYNX and used to fund LYNX' 25% share of monthly service costs. Any excess revenues generated by advertising shall remain the property of LYNX.
10. **SERVICE AVAILABILITY.** The service availability requirements of the Agreement are met with:
 - A. A vehicle and driver meeting the requirement of this Agreement are available to meet all trips assigned by the Manager, except in cases of vehicle breakdown, accident, or similar service interruptions beyond LYNX' control;
 - B. In cases where service is interrupted because of vehicle breakdown, accident or similar service interruption, LYNX will send a relief vehicle and/or driver to resume service immediately.
11. **ACCIDENTS.** LYNX shall be responsible for responding to, investigating, and notifying VOTRAN of any accident that involves vehicles or drivers providing service under this Agreement. LYNX shall report all such accidents by faxing a record of the LYNX Daily Operations Report on an exception basis. The LYNX Risk Manager will provide VOTRAN with a summary of accidents every thirty (30) days. The Risk Manager will also coordinate all claims with COUNTY's Risk Manager.
12. **PASSENGER COMPLAINTS.** LYNX shall receive and process all passenger complaints. LYNX shall receive and will investigate and make its best effort to resolve all service complaints in a timely manner. LYNX shall provide a Passenger Complaint report by fax within 48 hours from the time the complaint was received. The Complaint report shall include the nature of the complaint and the status. The LYNX Customer Relations Supervisor shall also provide VOTRAN with a Summary Complaint Report every thirty (30) days.
13. **MARKETING.** LYNX and VOTRAN agree that, in order for the proposed service to be successful, a marketing program must be sustained throughout the term of this Agreement in order to maintain the ridership base as well as attracting new riders to the proposed service. LYNX and VOTRAN shall jointly develop a Marketing Plan for the service. Marketing costs will be determined and each agency's share of expenses will be negotiated and outlined in the Marketing Plan including both out-of-pocket expenditures and in kind services.
14. **PUBLIC INFORMATION.** LYNX and VOTRAN agree to include on the vehicle information regarding the other parties' public transportation services, such as service and written public materials/schedules.
15. **PERFORMANCE STANDARDS.** LYNX shall require strict adherence of the following performance standards. Failure to meet these performance standards within ten

(10) days after notification of corrective action necessary to resolve the deficiency shall be cause for termination of this Agreement.

- A. Satisfactory Driver and Vehicle. No passenger shall be transported by a vehicle or driver not meeting the requirements of this Agreement.
- B. Operating Schedule. LYNX shall be available for service as specified in Attachment A “Volusia County Commuter Bus Service Plan”.
- C. On-Time Performance. LYNX shall maintain an average on-time performance of 90%.
- D. Driver Standards. LYNX agrees, as to all drivers or subcontractor drivers employed by LYNX, to comply with the driver standards specified by COUNTY, §341.061, Florida Statutes, and Chapter 14-90, Florida Administrative Code. Standards shall include a formal selection process to include:
 - Verification that the applicant has a valid commercial driver’s license of an appropriate class corresponding to the type of vehicle and nature of driving the applicant is expected to perform.
 - Verification that the applicant has a clean driving record with no more than 3 points in the past three years.
 - Verification that the applicant is physically capable of safely driving all vehicles to be used to transport passengers.
 - Verification that a D.O.T. pre-employment physical and drug screen has been performed.
 - Verification that a criminal background check has been completed.
 - Verification of proper identification for purposes of Federal Immigration and naturalization Form I-9 purposes.

LYNX agrees to maintain a file on each driver that includes copies of annual motor vehicle records, record of complaints, commendations, accident reports, and documentation of training completed. In compliance with the Americans with Disabilities Act, LYNX agrees to maintain a separate confidential physical and drug screen file.

LYNX shall employ drivers who are sufficiently skilled in the English language to carry on necessary conversations with passengers and the dispatcher, to read a vehicle schedule, and fill out required reports. Drivers shall not smoke, drink, nor eat at any time in a vehicle while performing service under this Agreement.

- E. Training Standards. LYNX shall provide an approved driver training and retraining program to teach and maintain driver proficiency and the necessary skills to provide safe, courteous, efficient service. The driver training program shall include:

- Defensive driving, using a program approved by the National Safety Council.
- Use of all special equipment with the job, such as wheelchair lifts, fire extinguisher and two-way communications.
- Operating procedures, including passenger assistance policies, fare collection, vehicle pre-operations checks, use of forms, record keeping, and dispatch procedures.
- Familiarization with the service area.
- Passenger assistance techniques and sensitivity training.
- Relevant policies and procedures contained in an Operator's Manual.
- Familiarity with VOTRAN's connecting routes and schedules (routes 18, 20 and 22).

In addition, LYNX agrees to perform drivers training to include at least annual reviews of an individual driver's responsibilities and performance and semi-annual observations of the driver's on-the-job performance. Supervisors should ride with the drivers to observe their driving techniques. New drivers shall be road tested with each different kind of vehicle to be sure they can handle them before passengers are transported. Records will be maintained for all drivers to verify that the training has been received. Individual training records shall be available for inspection upon request.

- F.** Uniforms. LYNX Bus Operators, as employees under Contract, shall be required to wear LYNX uniforms.
- G.** Vehicle Standards. LYNX shall provide a sufficient number of vehicles to meet the service levels outlined in Attachment A, and must include spare vehicles to allow for routing, servicing and maintenance, repairs, vehicle breakdowns, and similar occurrences, as many as may reasonably be anticipated. LYNX shall assign suburban coaches for the service. Vehicles shall be in good working condition. A minimum capacity of 43 seats shall be provided. Each vehicle shall comply with ADA guidelines for accessibility (i.e. wheelchair lifts and tie downs). Each vehicle shall come equipped with an electronic destination sign as well as information racks.
- H.** Project Management. The Manager of Transportation and/or his designee shall act as the Project Manager and shall provide adequate staff to manage the service in an efficient manner. LYNX shall provide dispatch coverage from the operating base and maintain a driver pool adequate to ensure that daily service demands are met. The Project Manager shall be located at the LYNX operating facility and will be available for required meetings. The Project Manager or designee shall at all times be available by phone and shall have the legal authorization of LYNX to take reasonable action in the event of an emergency. LYNX agrees to provide emergency phone numbers to VOTRAN for all key administrative/management

personnel. Also, VOTRAN shall designate a Project Manager to serve as the Agency's primary contact and will provide emergency phone numbers if needed.

The Project Manager shall be responsible for communication, coordination, and management needed for the operation of an efficient and effective service.

I. Performance Log. LYNX shall maintain a daily operations record which can be provided to VOTRAN.

J. Reporting. LYNX shall provide ridership information and all other associated data for National Transit Database (Section 15). LYNX shall be responsible for collecting and depositing all passenger fares collected onboard the buses. Collected fares shall be counted and deposited on a daily basis to a bank account established by LYNX. All farebox revenues generated by the service shall remain the property of LYNX.

LYNX shall maintain GFI CENTS-A-BILL farebox or an approved equivalent on all vehicles used in revenue service. LYNX should provide a daily summary of farebox vault fares collected. In addition, a count of passengers by fare type for each revenue trip should be provided. VOTRAN reserves the right to observe, count, or perform other audit functions necessary to verify the security and accuracy of the fare collection procedure.

K. Safety Policy. LYNX shall have a safety policy, including a system for monitoring driver performance which identifies problem drivers and recognizes good drivers. The program shall include methods for promoting safe driving practices, such as awards, meetings and posters. LYNX must have a written Safety System Program Plan (SSPP) that meets the requirements of COUNTY, §341.061, Florida Statutes, and Chapter 14-90, Florida Administrative Code.

L. Drug Free Workplace Policy. LYNX shall have a written Drug Free Workplace Policy that meets Federal Transit Administration requirements for Drug/Alcohol testing of all safety sensitive employees to include pre-employment, random, post-accident and probable cause. LYNX agrees to randomly test safety sensitive employees using LYNX' internal program as approved by FTA. LYNX agrees that if routine vehicle maintenance is subcontracted, the company providing the maintenance meets the FTA drug testing requirements.

M. Facility Standards. LYNX shall provide a base of operations with adequate facilities to secure parking, administration, vehicle maintenance and service. LYNX administrative and management office shall be equipped with a fax machine on a dedicated telephone line and sufficient voice telephone lines to ensure that the supervisors and administrative staff can be reached during service hours, as specified in Attachment A.

N. Refusal of Service. LYNX shall have the right to refuse service to a passenger only if it is believed that the passenger cannot be transported safely or the passenger is disruptive, abusive, or reasonably appears to be intoxicated. All

service denials will be recorded on the Daily Operations Report and faxed to VOTRAN immediately.

16. **CHANGES IN SERVICE.** The COUNTY and LYNX may make changes within the scope of work to this Agreement as per mutual agreement between the parties. Such changes may include, but are not limited to, revised schedules, routes and stops; record keeping/reporting requirements; federal and state legislative action; and additional driver training and operations policy proposals. Should any change have a financial effect on the cost of operations, an equitable adjustment in the rates of compensation shall be negotiated.
17. **STATUS OF LYNX.** LYNX shall have the status of independent contractor to COUNTY, and not that of agent or employee. LYNX agrees that personnel assigned to provide services pursuant to this Agreement shall be considered employees of LYNX only, and not employees or agents of COUNTY. LYNX shall, with respect to said employees, be responsible for withholding and paying federal income taxes, paying Social Security taxes, paying unemployment insurance, and maintaining a policy of insurance covering workers compensation risks in such amounts and with such coverage as required by the laws of the State of Florida.
18. **CONFIDENTIALITY/SOLICITATION.** LYNX agrees to comply with applicable federal, state, or local laws, policies and procedures regarding disclosure of information concerning passengers who receive services under this Agreement.
19. **VEHICLE INSURANCE.** LYNX agrees to provide COUNTY with a Certificate of Insurance on the date of execution hereof, and on each renewal date showing a minimum liability insurance coverage for each vehicle used to provide service pursuant to Sovereign Immunity Statutes 768.28 which provides \$100,000 per person and \$200,000 per occurrence. A copy of LYNX' Self-Insurance Certificate will be provided to COUNTY.
20. **TERMINATION OF AGREEMENT.**
 - A. Termination Without Cause. Either party may terminate this Agreement without cause upon one hundred twenty (120) days written notice to the other party. Upon such termination without cause, LYNX shall be entitled to payment in accordance with the payment provisions, for services rendered up to the termination date and COUNTY shall have no other obligations to LYNX.
 - B. Termination for Cause. COUNTY may terminate this Agreement for material breach or for default, in accordance with the paragraph, if LYNX fails to perform the services in a timely manner and in accordance with the standards provided in Section 16 above. Prior to termination for cause, COUNTY shall give LYNX a Notice of Intent to Terminate, specifying the circumstances of LYNX' default. LYNX shall have fifteen (15) days to cure the default (measured from LYNX' receipt of the Notice of Intent). Notice of Intent to Terminate shall be provided by facsimile transmission as well as by certified mail. If LYNX fails to cure the

default before the expiration of the fifteen (15) day cure period, then COUNTY shall have no further obligation to LYNX except to pay for services provided through the date of the termination. LYNX shall not be found in default for events arising due to acts of God. LYNX may terminate this Agreement for material breach or for default and failure of payment in a timely manner.

C. Termination Due to Lack of Funding. In the event funds to finance all or a portion of this Agreement are not available, the parties may mutually terminate this Agreement with no less than 120 days written notice. Any decision regarding availability of funds shall rest solely in the sound legislative discretion of the County Council or LYNX' governing board.

21. **SOVEREIGN IMMUNITY.** Both the COUNTY and LYNX are governmental entities whose limits of liability are set forth in Section 768.28, Florida Statutes and nothing herein shall be construed to extend the liabilities of either beyond that provided in Section 768.28, Florida Statutes. Nothing herein shall inure to the benefit of any third party for the purpose of allowing any claim otherwise barred by sovereign immunity or operation of law.
22. **GOVERNING LAWS.** Except to the extent Federal law is applicable, the interpretation, effect, and validity of this Agreement shall be governed by laws and regulations of the State of Florida and County of Volusia, Florida. Venue of any legal action to enforce the terms of this Agreement, or any default thereof, shall be in Volusia County, Florida. In the event that an action is brought for the enforcement of any term of the Agreement, or any right arising there from, the parties expressly waive their respective right to have such action tried by jury trial, and hereby consent to a non-jury trial for the adjudication of such action.
23. **AUDIT.** COUNTY may require LYNX' financial and performance records to be audited on an annual basis by an independent certified public accountant of COUNTY's selection at COUNTY expense as a part of COUNTY's reasonable monitoring of LYNX' performance hereunder. By execution of this Agreement LYNX grants its consent to such audit.
24. **NOTICES.** All notices, demands, or other communications given hereunder shall be in writing and shall be deemed to have duly affected on the first business day after mailing via U.S. Registered or Certified Mail, Return Receipt Requested, postage prepaid, and addressed as follows:

Kenneth R. Fischer
General Manager
VOTRAN
950 Big Tree Road
South Daytona, FL 32119

John M. Lewis, Jr.
Chief Executive Officer
LYNX
455 N. Garland Avenue
Orlando, FL 32801

Also:

Edward L. Johnson
General Manager
LYNX
455 N. Garland Avenue
Orlando, FL 32801

Albert J. Francis II, CPA
Chief Financial Officer
LYNX
455 N. Garland Avenue
Orlando, FL 32801

Ellisa C. Darnall
Chief Operating Officer
LYNX
455 N. Garland Avenue
Orlando, FL 32801

25. **EFFECTIVE DATE.** This Agreement shall become effective on the date of complete execution hereof, by all parties, as indicated below.
26. **COMPLETE AGREEMENT AND AMENDMENTS TO AGREEMENT.** This Agreement represents the entire, full and complete agreement between the parties, and supersedes all prior agreements whether written or verbal. No other representations have induced the parties to execute the Agreement. There are no valid or binding representations, inducements, promises or agreements, oral or otherwise, between the parties that are not embodied herein. No amendment, change or variance from this Agreement shall be binding on either party unless executed in writing by both parties hereto.

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LYNX Board Agenda

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

CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY

Attest:

(seal)

Deborah Morrow, Executive Assistant

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

This Agreement is approved as to form for reliance only by LYNX and for no other person and for no other purpose.
Akerman, Senterfett & Eidson, P.A.

By: _____
Patrick Christiansen, Esq.

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this _____ day of _____, 2011, by John M. Lewis, Jr., Chief Executive Officer and Deborah Morrow, Executive Assistant, respectively, Central Florida Regional Transportation Authority, and they acknowledged before me that they executed the foregoing instrument on behalf of CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY as its true act and deed, and that she was authorized to do so.

Name:
Notary Public
Serial Number:
Commission Expires:

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

County of Volusia

Attest:

(seal)

By: _____
County Manager Date

By: _____
County Council Date

County of Volusia, Florida
123 West Indiana Avenue
Deland, Florida 32720

STATE OF FLORIDA
COUNTY OF VOLUSIA

PERSONALLY APPEARED before me, the undersigned authority, _____ and _____ well known to me and known by me to be County Council and County Manager, respectively, the County of Volusia, Florida, and acknowledged before me that they executed the foregoing instrument on behalf of the County of Volusia as its true act and deed, and that they were duly authorized to do so.

WITNESS my hand and official seal this _____ day of _____, 2009.

Name:
Notary Public:
Serial Number:
Commission Expires:

Consent Agenda Item #5.D. xi

To: LYNX Board of Directors

From: John Lewis
CHIEF EXECUTIVE OFFICER
Donna Tefertiller
(Technical Contact)

Phone: 407.841.2279 ext: 6017

Item Name: Miscellaneous
Authorization to Adopt Resolution No. 11-007 to Appoint Donna Tefertiller,
Director of Human Resource to the Administrative Committee for the
LYNX' Money Purchase and 457 Deferred Compensation Plans

Date: 9/28/2011

ACTION REQUESTED:

Staff is seeking the Board of Directors' adoption of Resolution No. 11-007 authorizing the appointment of Donna Tefertiller, Director of Human Resources, to the Administrative Committee for the 457 Deferred Compensation and Money Purchase Plans. Ms. Tefertiller will replace Mr. Edward Johnson on the Administrative Committee and will serve with Ms. Lisa Darnall, Chief Operations Officer and Mr. Bert Francis, Chief Financial Officer.

BACKGROUND:

LYNX, as the employer, is the Plan Administrator for both the LYNX' Money Purchase Plan and the Deferred Compensation Plan. As such, the employer/Plan Administrator has a number of responsibilities, duties and obligations in maintaining and operating each of the Plans. Unless an appointment is made to delegate these responsibilities and duties, the employer acts through its Board of Directors. For purposes of this, any reference to actions to be taken by LYNX in its capacity as employer or Plan Administrator means the LYNX' Board of Directors unless otherwise specified. LYNX has general powers and responsibilities, including the power to appoint counsel, specialists, advisers, investment managers, agents (including any nonfiduciary agent) and other persons as the employer deems necessary or desirable in connection with the exercise of its fiduciary duties under this Plan, including the trustee and Administrator. Consistent with this power of appointment, LYNX has the obligation to periodically review the performance of any fiduciary or other person to whom duties have been delegated or allocated by it. Since LYNX is the Administrator, and has the power to appoint, it may appoint any person(s) to perform its duties as the Administrator.

FUNCTIONS OF THE ADMINISTRATOR - The primary responsibility of the Administrator is to administer the Plan for the exclusive benefit of the participants and their beneficiaries in

accordance with its terms. It has the power and discretion to construe the terms of the Plan and to determine all questions arising in connection with the administration, interpretation, and application of the Plan. Benefits under this Plan will be paid only if the Administrator decides, in its discretion, that the applicant is entitled to them. The Administrator may establish procedures to carry out the purpose of the Plan, provided they are nondiscriminatory and shall comply with the terms of the Internal Revenue Code and Plan's document. An enumerated listing of the Administrator's duties includes, but is not limited to, the following:

- (a) The discretion to determine all questions relating to the eligibility of employees to participate in the Plan;
- (b) The authority to review and settle all claims against the Plan;
- (c) To compute, certify, and direct the trustee with respect to the amount of benefit to which any participant is entitled;
- (d) To authorize and direct the trustee with respect to disbursements from the trust;(e) to maintain all necessary records for the administration of the Plan;
- (f) To interpret the provisions of the Plan and to make and publish rules;
- (g) To compute and certify the amount of contribution to the Plan and advise the trustee accordingly;
- (h) To prepare and implement procedures to notify eligible employees of Plan provisions and changes;
- (i) To qualify any domestic relations orders received;
- (j) To assist any participant regarding the participant's rights, benefits, or elections available under the Plan; and
- (k) Retain a record of actions taken, accountings, records, etc. necessary for proper administration of the Plan and shall be responsible for supplying all information and reports to any governmental agencies, participants and beneficiaries, as required by law.

FISCAL IMPACT:

There is no fiscal impact to the Agency.

CFRTA RESOLUTION 11-007

**RESOLUTION APPROVING THE
REMOVAL AND REPLACEMENT TO THE ADMINISTRATIVE COMMITTEE
FOR THE LYNX MONEY PURCHASE AND 457 DEFERRED COMPENSATION
PLANS**

WHEREAS, Central Florida Regional Transportation Authority (the "Employer") heretofore has established a money purchase and deferred compensation plans; the Plans are known as the Central Florida Regional Transportation Authority Money Purchase Plan and 457 Deferred Compensation Plans (Plan(s)); and

WHEREAS, the Employer wishes to remove Edward L. Johnson as an Administrator from the Administrative Committee of the Plans effective October 1, 2011; and

WHEREAS, the Employer wishes to appoint Donna Tefertiller, Director of Human Resource as an Administrator to the Administrative Committee of the Plans, effective October 1, 2011

NOW, THEREFORE, IT IS RESOLVED, by the Board of Directors that any employee classified as a senior officer of the Employer is authorized to prepare and execute, on behalf of the Employer, any documents necessary to effectuate the removal and replacement of these appointees to the Administrative Committee of the Plans, and perform any other acts as necessary to implement the removal and replacement of these appointees of the Plans.

**CERTIFICATION OF THE ADOPTION OF THE PROPOSED RESOLUTION 11-XXX
APPROVING THE
REMOVAL AND REPLACEMENT
TO THE ADMINISTRATIVE COMMITTEE FOR THE
MONEY PURCHASE AND 457 DEFERRED COMPENSATION PLANS**

APPROVED AND ADOPTED this 28th day of September, 2011, 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. xii

To: LYNX Board of Directors

From: John Lewis
CHIEF EXECUTIVE OFFICER
Donna Tefertiller
(Technical Contact)

Phone: 407.841.2279 ext: 6017

Item Name: Miscellaneous
Authorization to Adopt Resolution No. 11-008 to Appoint Donna Tefertiller,
Director of Human Resource as a Trustee to the LYNX Chief Executive
Officer (CEO) Retirement Plan

Date: 9/28/2011

ACTION REQUESTED:

Staff is requesting the Board of Directors' adoption of Resolution #11-008 to appoint Donna Tefertiller, Director Human Resources, as Trustee to the LYNX Chief Executive Officer (CEO) Retirement Plan. Ms. Tefertiller will replace Mr. Edward Johnson, General Manager, as Trustee.

BACKGROUND:

The LYNX CEO Retirement Plan was adopted by the Board of Directors in January 2011 and as such, LYNX must appoint Trustee(s) to serve the Plan. The Trustees are responsible for a variety of issues. The main duties are to monitor the investments and Plan performance. The Trustees also ensure the Plan's compliance with all applicable laws and regulations and to select and monitor the Plans' investment manager and administrator. Ms. Tefertiller will serve as Trustee along with Ms. Lisa Darnall, Chief Operations Officer, Mr. Bert Francis, Chief Financial Officer.

FISCAL IMPACT:

There is no fiscal impact to the Agency.

CFRTA RESOLUTION 11-008

A RESOLUTION APPROVING THE REMOVAL AND REPLACEMENT OF TRUSTEES FOR THE CHIEF EXECUTIVE OFFICER' (CEO) RETIREMENT PLAN

WHEREAS, the Central Florida Regional Transportation Authority (the "Employer") heretofore established the CEO Retirement Plan effective as of December 1, 2010. The Plan is known as the Chief Executive Officer (CEO) Retirement Plan (the "Plan"); and

WHEREAS, the Employer wishes to remove Edward L. Johnson and appoint Donna Tefertiller, Director of Human Resource as a Trustee of the Plan, effective as of October 1, 2011.

NOW, THEREFORE, IT IS RESOLVED, by the Board of Directors that the Employer is authorized to appoint Donna Tefertiller to the Board of Trustees of the Plan effective as of October 1, 2011

RESOLVED, by the Board of Directors that any employee classified as a senior officer of the Employer is authorized to prepare and execute, on behalf of the Employer, any documents necessary to effectuate the removal and replacement of these appointees as Trustee of the Plan, and perform any other acts necessary to implement the removal and replacement of these appointees as Trustee of the Plan.

**CERTIFICATION OF THE ADOPTION OF THE PROPOSED RESOLUTION 11-XXX
APPROVING THE REMOVAL AND REPLACEMENT
TO THE CHIEF EXECUTIVE OFFICER' (CEO) RETIREMENT PLAN**

APPROVED AND ADOPTED this 28th day of September, 2011, 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. xiii

To: LYNX Board of Directors

From: John Lewis
CHIEF EXECUTIVE OFFICER
Donna Tefertiller
(Technical Contact)

Phone: 407.841.2279 ext: 6017

Item Name: Miscellaneous
Authorization to Adopt Resolution No. 11-009 to Appoint Donna Tefertiller,
Director of Human Resource as Management Trustee to the Amalgamated
Transit Union (ATU) Local 1596 Pension Plan

Date: 9/28/2011

ACTION REQUESTED:

Staff is seeking the Board of Directors' adoption of Resolution No. 11-009 authorizing the appointment of Donna Tefertiller, Director of Human Resources, as management's representative on the Amalgamated Transit Union (ATU) Local 1596 Pension Plan.

BACKGROUND:

Employees who are members of ATU Local 1596 participate in a defined benefit retirement plan. The plan has an Oversight Trustee Board which consists of three union and three management employees. LYNX' Chief Executive Officer selects three management employees to serve as trustees with confirmation from the LYNX Board of Directors and the Union's Executive Board appoints its representatives. Each member serves a three-year term.

Ms. Tefertiller will replace Mr. Edward Johnson providing a more diverse representation of management as Director of Human Resources on the Trustee Board.

FISCAL IMPACT:

There is no fiscal impact to the Agency.

CFRTA RESOLUTION 11-009

**RESOLUTION APPROVING THE
REMOVAL AND REPLACEMENT OF A MANAGEMENT APPOINTEE
TO THE BOARD OF TRUSTEES FOR THE
AMALGAMATED TRANSIT UNION LOCAL 1596 PENSION PLAN**

WHEREAS, Central Florida Regional Transportation Authority (the "Employer") heretofore established a pension plan effective as of October 1, 1984 known as the Amalgamated Transit Union Local 1596 Pension Plan (the "Plan"); and

WHEREAS, Article II of the Plan authorizes the Employer to appoint three members to the Plan's Board of Trustees; and

WHEREAS, Donna Tefertiller will replace Edward L. Johnson to complete the balance of his term as a Trustee that shall expire September 30, 2012; and

WHEREAS, the Employer wishes to appoint Donna Tefertiller, Director of Human Resource to the Board of Trustees of the Plan, effective October 1, 2011.

NOW, THEREFORE, IT IS

RESOLVED, by the Governing Board that the Employer is authorized to appoint Donna Tefertiller to the Board of Trustees of the Plan effective as of October 1, 2011; and it is

FURTHER RESOLVED, by the Board of Directors that any employee classified as a senior officer of the Employer is authorized to prepare and execute, on behalf of the Employer, any documents necessary to effectuate the appointment to the Board of Trustees of the Plan, and perform any other acts necessary to implement the appointment to the Board of Trustees of the Plan.

**CERTIFICATION OF THE ADOPTION OF THE PROPOSED RESOLUTION
APPROVING THE
REMOVAL AND REPLACEMENT OF A MANAGEMENT APPOINTEE
TO THE BOARD OF TRUSTEES FOR THE
AMALGAMATED TRANSIT UNION LOCAL 1596 PENSION PLAN**

APPROVED AND ADOPTED this 28th day of September, 2011, 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. xiv

To: LYNX Board of Directors

From: John Lewis
CHIEF EXECUTIVE OFFICER
Donna Tefertiller
(Technical Contact)

Phone: 407.841.2279 ext: 6017

Item Name: Miscellaneous
Confirmation of the Appointment of Donna Tefertiller as Director of
Human Resources

Date: 9/28/2011

ACTION REQUESTED:

Staff is requesting the Board of Directors' confirmation of the appointment of Donna Tefertiller as Director of Human Resources.

BACKGROUND:

In January 2003 the Governing Board adopted amendments to Administrative Rules 1& 2 pertaining to the appointment of Executive Officers. The amendment defines "Executive Officer" positions as: Assistant Executive Directors; each Department Director, the Department Deputy Director, the executive Manager of Government Affairs, and any other officer serving in a position designated by the Board as an Executive Officer position. The amendment states that individuals appointed to an "Executive Officer" position by the Chief Executive Officer are subject to the approval of the Board.

This position is a critical position to the overall functionality of the organization.

Consent Agenda Item #5.D. xv

To: LYNX Board of Directors

From: Edward Johnson
CHIEF ADMINISTRATIVE OFFICER
Rudolph Walter
(Technical Contact)

Phone: 407.841.2279 ext: 6058

Item Name: Miscellaneous
Authorization to Amend the FY 2011 Local Coordination Agreements and Funding Allocations with Seminole Behavioral Healthcare; Meals on Wheels; Quest, Inc.; Primrose Center, Inc.; The Opportunity Center; and The Independent Transportation Network of Orlando.

Date: 9/28/2011

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to amend the FY2011 Local Coordination Agreements to ensure the reporting is consistent with all Federal Transit Administration (FTA) requirements, reflecting a sub-recipient categorization. This amendment, subject to grant award and availability of funding, will be with the following Human Service Agencies (HSA): Seminole County Mental Health; Seminole County Meals on Wheels; Quest, Inc.; Primrose; the Opportunity Center; and the Independent Transportation Network of Orlando to change their funding sources and their contract status. The change of the funding source for the Agencies requires a reallocation.

BACKGROUND:

Due to the cycle and timing on the release of federal apportionments and the grant application process, contracts were entered into by LYNX with the HSA's to utilize Job Access and Reverse Commute (JARC) and New Freedom Program (NFP) grant funds for Trip Based Services in FY2011. The FY2009 and FY2010 apportionments will fund a *portion* of the HSA's (four of the six) FY2011 expenses. However, in order to adhere to the contractual obligations with the HSA's for FY2010 and FY2011, LYNX has paid all or most of the outstanding invoices with local funds. LYNX staff will request reimbursements from FTA and FDOT for the *portion* of eligible expenses paid to the HSA's.

In accordance with our Auditor's recommendation, LYNX has confirmed its decision regarding the classification of the HSA's as sub-recipients. In harmony with the same recommendation, LYNX staff has obtained each agency's (sub-recipient's) Central Contractor Registration (CCR) information. LYNX will proceed with amending the contract for each sub-recipient to include

the federal funding, audit requirements, and the Catalog For Domestic Assistance (“CFDA”) number. Also, LYNX staff continues to adhere to the substantial sub-recipient monitoring requirements with scheduled site visits, training, and ongoing program management oversight.

The staff members from LYNX and Florida Department of Transportation (FDOT) have met several times over the past few months to discuss and resolve the funding issues relating to the Human Services Agencies (HSA) included in the above referenced grants. During those discussions it was determined that the following issues would need to be addressed prior to receiving any additional reimbursements from FDOT JPA #APF84 and #APF85:

- 1) LYNX to make a final determination on its position regarding the classification of the HSA agencies as sub-recipients or vendors.
- 2) LYNX to pay all outstanding invoices due to the HSA’s for the current contract period (October 2010 – September 2011).
- 3) LYNX to determine the funding gap resulting from the FY09/10 grant applications process.
- 4) LYNX to determine if the HSA contracts will be executed for LYNX fiscal year FY2012.
- 5) LYNX to provide in writing its intentions with funds available under the current JPAs (FY08) and pending FY11/12 JARC/NFP grant applications.
- 6) LYNX to obtain letters from all the HSA’s regarding their intent to continue providing services, in anticipation of funding from LYNX in FY2012.

As a result of the JARC and NFP funding issues for the FY2010 and FY2011 HSA contracts, LYNX’ staff has determined that approximately \$298,261 of the related obligations will need to be supported through the use of local funds. In order to minimize the impact of the JARC and NFP funding shortfall, LYNX’ staff has reallocated available grant funds to support other eligible operating expenses.

FISCAL IMPACT:

LYNX staff plans to fund the HSA’s financial obligations as follows:

	Local	FTA	FDOT	Total
<i>FY2010</i>	\$ 35,479	\$ 373,589	\$ 7,739	\$ 416,807
<i>FY2011</i>	262,782	30,932	10,918	304,632
Total	\$ 298,261	\$ 404,521	\$ 18,657	\$ 721,439

Consent Agenda Item #5.D. xvi

To: LYNX Board of Directors

From: Edward Johnson
CHIEF ADMINISTRATIVE OFFICER
Rudolph Walter
(Technical Contact)

Phone: 407.841.2279 ext: 6058

Item Name: Miscellaneous
Authorization to Ratify the Annual Participatory Funding Agreement with METROPLAN ORLANDO for FY2011/2012

Date: 9/28/2011

ACTION REQUESTED:

Staff is requesting the Board of Directors' ratification of the Chief Executive Officer (CEO) entering into an Annual Participatory Funding Agreement with METROPLAN ORLANDO in the amount of \$18,741 to support METROPLAN ORLANDO's role in planning and funding the Orlando Urban Area Transportation System.

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 a member of and participates in all various transportation planning processes and committees and receives funds passed through METROPLAN ORLANDO.

The funding agreement follows the same format as last year's agreement. The funding base of \$0.75 per capita assessment established by the METROPLAN ORLANDO's Board in FY1996/1997 will remain the same. However, due to the continuing budgetary issues faced by METROPLAN ORLANDO's funding partners, METROPLAN ORLANDO has again reduced the population-based assessment of \$30,540.75 for LYNX, down to \$18,741 for FY 2011/2012. The funding amount equals last year's assessment and represents five years of budget reductions.

FISCAL IMPACT:

LYNX staff has included funds in the FY2012 Adopted Operating Budget to support this partnership.

- e. Building strong alliances with the business community and residents of the region;
- f. Coordinating planning efforts with federal, state, and local governments and other transportation agencies; and
- g. Recruiting and retaining top quality staff and consultants.

WHEREAS, the AUTHORITY desires to enter into this Agreement with METROPLAN ORLANDO to provide it with funding to support the functions necessary to achieve METROPLAN ORLANDO's desired role in planning and funding the Orlando Urban Area Transportation System.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Authority and METROPLAN ORLANDO agree as follows:

1. **RECITALS**. The AUTHORITY and METROPLAN ORLANDO hereby declare that the recitals set forth above are true and correct and incorporated herein.

2. **REPORTING REQUIREMENTS**. METROPLAN ORLANDO agrees to provide the AUTHORITY on a quarterly basis commencing October 1, 2011, a written operational report which will include an accounting of all Unified Planning Work Program Tasks for the quarter. The report shall identify each program task, the costs allocated to the task, and the percentage of the task completed. Each quarterly report shall be cumulative.

3. **FISCAL YEAR 2011-12 FUNDING REQUIREMENTS**. The AUTHORITY agrees to allocate EIGHTEEN THOUSAND SEVEN HUNDRED FORTY-ONE DOLLARS (\$18,741.00) to METROPLAN ORLANDO from the AUTHORITY's Fiscal Year 2011-12 budget, to be utilized by METROPLAN ORLANDO during its fiscal year ending June 30, 2012, in accordance with this Agreement. Said funds shall be paid to METROPLAN ORLANDO on a semi-annual basis. The first payment of NINE THOUSAND THREE HUNDRED SEVENTY AND 50/100 DOLLARS (\$9,370.50) shall be due and payable on October 1, 2011. The second payment of NINE THOUSAND THREE HUNDRED SEVENTY AND 50/100 DOLLARS (\$9,370.50) shall occur on or before April 1, 2012. The funding provided to METROPLAN ORLANDO by the AUTHORITY is contingent upon funding budgeted and agreed to by the Central Florida Regional Transportation Authority. The funding for municipal and county jurisdictions is equal to \$.75 per capita based on the latest available estimates of population within each local government's jurisdiction as provided by the Bureau of Economic and Business Research, University of Florida. The funding amount for the AUTHORITY is equal to that of the smallest City's funding amount annually.

4. **EFFECTIVE DATE, TERM**. The effective date of this Agreement is the date of its execution by the last party to execute this Agreement.

The terms of this Agreement shall commence on the effective date and terminate on September 30, 2012.

5. **INTERPRETATION**. The headings contained in this Agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this Agreement.

6. **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 upon any party. Further, this Agreement was drafted jointly by all parties, and no parties are entitled to the benefit of any rules of construction with respect to the interpretation of any terms, conditions, or provisions of this Agreement in favor of or against any person or party who drafted this Agreement.

7. **MISCELLANEOUS**

- A. This Agreement constitutes the entire Agreement between the parties with respect to the specific matters contained herein and supersedes all previous discussions, understandings, and agreements, written or oral, between the parties hereto. Any amendments to or waivers of the provisions herein shall be made by the parties in writing. No other agreement, oral or otherwise, regarding the subject matter of this agreement shall be deemed to exist or to bind either party hereto.
- B. If any sentence, phrase, paragraph, provision or portion of this agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed an independent provision and such holding shall not affect the validity of the remaining portions hereof.
- C. The parties hereby acknowledge that they have freely and voluntarily entered into this Agreement and that each party has been given the opportunity to receive the advice of independent legal counsel for all negotiations in connection with this Agreement.

8. **CONTROLLING LAWS**

- A. This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida, and all duly adopted ordinances, regulations, and policies of the AUTHORITY now in effect and those hereinafter adopted.
- B. The location for settlement of any and all lawsuits, claims, controversies, or disputes, arising out of or relating to any

part of this Agreement, or any breach thereof, shall be Orange County, Florida.

- C. The parties to this Agreement agree to comply with all applicable federal, state, and local laws, ordinances, rules and regulations pertaining to this Agreement.

9. **BINDING NATURE OF AGREEMENT.** This Agreement shall be binding only between the AUTHORITY and METROPLAN ORLANDO, and inure to the benefit of the successors or assigns of the parties.

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

AUTHORITY: Chief Executive Officer
Central Florida Regional Trans. Authority
455 North Garland Avenue
Orlando, FL 32801

METROPLAN ORLANDO: Executive Director
MetroPlan Orlando
315 East Robinson Street, Suite 355
Orlando, FL 32801-1949

11. **AUDIT AND RECORDKEEPING PROCEDURES.** METROPLAN ORLANDO 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 AUTHORITY at reasonable hours during the entire term of this Agreement, plus two (2) years after the 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 AUTHORITY shall have access to and the right to examine any of the records.

12. **CONFLICT OF INTEREST.** METROPLAN ORLANDO agrees that it will not contract for or accept employment for the performance of any work or services with any individual, business, corporation or government unit that would create a conflict of interest in the performance if its obligations pursuant to this Agreement with the AUTHORITY; provided, this provision shall not be interpreted so as to inhibit or prevent METROPLAN ORLANDO from otherwise exercising its powers and responsibilities under Federal or State law. Additionally, METROPLAN ORLANDO agrees that it shall not participate in or cause a conflict of interest to exist as set forth in Part III Chapter 112 Florida Statutes relative to any performance accomplished in accordance with the terms of this Agreement.

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

METROPLAN ORLANDO

By: Harold W. Barley

Print Name: Harold W. Barley

Title: Executive Director

Date: 8-10-11

ATTEST:

Rena Lollmier

(CORPORATE SEAL)

**Central Florida Regional
Transportation Authority**

By: [Signature]

Print Name: John M. Lewis, Jr.

Title: Chief Executive Officer

Date: 8/12/2011

ATTEST:

[Signature]

August 10, 2011

Mr. John M. Lewis, Jr., CEO
Central Florida Regional Transportation Authority
455 N. Garland Avenue
Orlando, FL 32801

Re: Annual Funding Agreement for FY2011/2012

Dear Mr. Lewis:

It is once again time to execute the Annual Funding Agreement between the Central Florida Regional Transportation Authority and MetroPlan Orlando for FY 2011/2012. The enclosed Funding Agreement follows the same format as last year's agreement. I am pleased to report that the funding base of \$0.75 per capita assessment established by our Board in FY 1996/1997 will remain the same. However, due to the continuing budgetary issues faced by our funding partners, MetroPlan Orlando has again reduced the population-based assessment of \$30,540.75, down to \$18,741.00 for FY 2011/2012. The funding amount of \$18,741.00 equals last year's assessment and represents five years of budget reductions.

We have provided two copies of the Annual Funding Agreement. ***It is requested that both copies be executed as soon as possible. Please retain one copy for your records and return a copy to us.*** Your assistance with expediting this process is appreciated.

We appreciate your continued support of the work we have underway to provide Central Florida with a world-class transportation system serving the needs of residents, businesses and visitors.

Sincerely,

Carolyn C. Small, CPA
Director of Finance and Administration

Enclosures

Carolyn Small
Director of Finance and Administration

MetroPlan Orlando
One Landmark Center ♦ 315 East Robinson Street ♦ Suite 355 ♦ Orlando, Florida 32801
P: (407) 481-5672 Ext. 311
F: (407) 481-5680
Email: csmail@metroplanorlando.com
www.metroplanorlando.com

Consent Agenda Item #5.D. xvii

To: LYNX Board of Directors

From: Edward Johnson
CHIEF ADMINISTRATIVE OFFICER
Rudolph Walter
(Technical Contact)
Belinda Balleras
(Technical Contact)

Phone: 407.841.2279 ext: 6058

Item Name: Miscellaneous
Authorization to Execute a Contract with METROPLAN ORLANDO for
Fiscal Year 2011/2012 Transit Planning Activities

Date: 9/28/2011

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) to enter into a contract with METROPLAN ORLANDO for planning funds in the amount of \$400,175 to conduct transit planning tasks as contained in the FY2011/2012 Unified Planning Work Program (UPWP).

BACKGROUND:

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

LYNX staff has coordinated with METROPLAN ORLANDO to define certain transit planning tasks and their funding levels which have been incorporated into the 2011/2012 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.

LYNX Board Agenda

The 2011/2012 fiscal year LYNX planning activities included in METROPLAN ORLANDO's Metropolitan Planning Program and State grants are as follows:

- Transit System Monitoring
- Short-Range Transit Development Program Update
- Smart Growth
- Safety and Security in Transportation Planning Process
- Transit Quality Level of Service Assessment
- Environmental Management Systems Planning
- Paratransit Services Planning
- Transportation Disadvantaged Services

FISCAL IMPACT:

The planning funds in the total amount of \$400,175 include \$139,992 of carry-forward funds, \$194,500 of FY2012 FTA 5303 funds and \$65,683 of FY2012 Transportation Disadvantaged funds.

Attached is a copy of the agreement with METROPLAN ORLANDO for FY2011/2012 fiscal year transit planning activities. This is a recurring agreement based on the annual funding allocations included in the regionally adopted Unified Planning Work Program.

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".

W I T N E S S E T H:

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 2011/2012 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 Thousand One Hundred Seventy-Four Dollars and Ninety-Six Cents (\$400,174.96)**. Of this amount, One Hundred Ninety-Four Thousand Five Hundred Dollars (\$194,500.00) shall be provided from the FTA FL-80-X21 grant for FY 2011/2012.
2. Seventy-Two Thousand Two Hundred Fifty and No Cents (\$72,250.00) shall be provided as carryforward funds from the FTA FL-80-X20 grant for FY 2010/2011.
3. Sixty-Seven Thousand Seven Hundred Forty-One Dollars and Ninety-Six Cents (\$67,741.96) shall be provided as carryforward funds from the FTA FL-80-X19 grant for FY 2009/2010.
4. Sixty-Five Thousand Six Hundred Eighty-Three Dollars (\$65,683.00) shall be provided from the Florida Commission for the Transportation Disadvantaged FY 2011/2012 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 49 CFR and in the Office of Management and Budget (OMB) Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations), as well as Section 215.97, Florida Statutes (Florida Single Audit Act). CONTRACTOR shall provide a copy of any audit report and any management letters to METROPLAN ORLANDO, and shall provide copies of audit reports for audits conducted in accordance with OMB Circular A-133 to:

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

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

B. Supplemental Agreements

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

C. Restrictions, Prohibitions, Controls, and Labor Provisions

- (1) Compliance with Regulations. The CONTRACTOR shall comply with the regulations of Federal DOT relative to non-discrimination in Federally-assisted programs of the Federal DOT (Title 49, Code of Federal Regulations, hereinafter referred to as the Regulations), which are incorporated herein by reference and made a part of this contract.
- (2) Equal Employment Opportunity. There shall be no discrimination against any

employee who is employed in the work covered by this Contract, or against any applicant for such employment, because of race, color, religion, sex, age or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, advertising, layoff or termination, rates of pay or other forms of compensation or selection for training, including apprenticeship. The CONTRACTOR shall insert a similar provision in all subcontracts for services covered by this Contract.

- (3) Non-Discrimination. The CONTRACTOR, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, color, religion, sex, age or national origin in the selection and retention of subcontractors, including procurement of material and leases of equipment. The CONTRACTOR will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Federal Regulations, including employment practices when the contract covers the program set forth in Appendix B of the Federal Regulations.
- (4) Solicitations for Subcontracts, including Procurements of Materials and Equipment. In all solicitations made by competitive bidding or negotiation made by the CONTRACTOR for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor, supplier or lessor shall be notified by the CONTRACTOR of obligations under this contract and the regulations relative to nondiscrimination on the grounds of race, color, religion, sex, 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 will provide all information and reports required by the Federal Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by METROPLAN ORLANDO to be pertinent to ascertain compliance with such Federal Regulations, orders and instructions.

(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 (7) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Federal Regulations, order, or instructions issued pursuant thereto. The CONTRACTOR will take such action with respect to any subcontract or procurement as METROPLAN ORLANDO may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that in the event the CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

D. Interest of Members of Congress.

No member of or delegate to the Congress of the United States shall be admitted to any share or part of this contract or to any benefit arising therefrom.

E. Interest of CONTRACTOR.

The CONTRACTOR covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. The CONTRACTOR further covenants that, in the performance of this Contract, no person having any such interest shall be knowingly employed.

F. Prohibited Interests.

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

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

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

G. Assignability.

The CONTRACTOR shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of METROPLAN ORLANDO thereto: provided, however, that claims for money due or to become due to the CONTRACTOR from METROPLAN ORLANDO under this Contract may be assigned to a bank, trust company or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished.

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 5303 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 OMB Circular A-87.
- B. Documentation of Project Costs. All costs charged to the Project including any approved services contributed by the CONTRACTOR or others, shall be supported as required by records, invoices, or vouchers evidencing in proper detail the nature and propriety of the charges. A work progress report shall be submitted with the invoices by the CONTRACTOR and shall be an indication of that work performed by the CONTRACTOR for that time period.

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.

7. Termination or Suspension

- A. Termination or Suspension Generally. If the CONTRACTOR abandons or, before completion, finally discontinues the Project; or if, by reason of any of the events or conditions set forth in this Agreement or for any other reason, the commencement, prosecution, or timely completion of the Project by the CONTRACTOR is rendered improbable, unfeasible, impossible, or illegal, METROPLAN ORLANDO may, by written notice to the CONTRACTOR, terminate this Agreement. In the event of such termination, the CONTRACTOR shall be paid for all eligible costs and charges incurred up to the time notice of termination is received, and for any action received, and for any action required pursuant to the final termination notice.
- B. Action Subsequent to Notice of Termination or Suspension. Upon receipt of any final termination notice under this Section, the CONTRACTOR shall proceed promptly to carry out the actions required therein, which may include any or all of the following:
 - (1) Cease from obligating new costs after the notice, except for incurring non-calculative costs for close-out of the Project.
 - (2) Necessary action to terminate or suspend, as the case may be, Project activities and contracts and such other actions as may be required or desirable to keep to the minimum the costs upon the basis of which the financing is to be computed;
 - (3) Furnish a statement of the status of the Project activities and of the Project

account as well as a proposed schedule, plan, and budget for terminating or suspending and closing out Project activities and contracts, and other undertakings the costs of which are otherwise includable as Project costs; and

- (4) Remit to METROPLAN ORLANDO such portion of the financing and any advance payment previously received as is due METROPLAN ORLANDO under the provisions of the Agreement. The closing out shall be carried out in conformity with the latest schedule, plan, and budget as approved by METROPLAN ORLANDO or upon the failure of the CONTRACTOR to furnish the schedule, plan and budget within a reasonable time. The acceptance of a remittance by the CONTRACTOR or the closing out of Federal financial participation in the Project shall not constitute a waiver of any claim which METROPLAN ORLANDO may otherwise have arising out of this Agreement.

8. Remission of Project Account upon Completion of Project.

Upon completion of the Project and, after payment, provision for payment, or reimbursement of all Project costs is made, the CONTRACTOR shall remit to METROPLAN ORLANDO any unexpended balance in the Project budget.

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

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

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

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

10. Ownership of Documents. While this Contract and any subsequent amendments are in force, all original documents and calculations produced by the CONTRACTOR in performing the services herein set forth shall remain the property of METROPLAN ORLANDO.

11. Effective Date. This contract establishes the effective date of October 1, 2011, for the FTA funded work task items, and July 1, 2011, for the TD funded work task item, and recognizes

the effective date of June 8, 2000, for the reapportionment of the Orlando Urban Area Metropolitan Planning Organization as a legal entity under Florida Statutes 339.175 in accordance with Federal Guidelines. No funds, however, shall be expended until a Notice to Proceed is issued by METROPLAN ORLANDO.

12. Term and Termination. The provisions of this Agreement for the FTA funds shall terminate at midnight, September 30, 2012, unless a grant extension is approved by the FTA or FDOT. For the TD funds, this Agreement shall terminate at midnight, June 30, 2012. Either party may terminate this Agreement by providing thirty (30) days written notice to the other party.

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

Witness

METROPLAN ORLANDO

Harold W. Barley, Executive Director

Date: _____

Witness

CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY

John M. Lewis, Jr., Chief Executive Officer

Date: _____

EXHIBIT A

PROJECT SCOPE AND BUDGET:

**CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY PARTICIPATION
FY 2011/2012 ORLANDO URBAN AREA UNIFIED PLANNING WORK PROGRAM**

FTA and TDC-FUNDED TASKS

EXHIBIT B
FORM LETTER

July 1, 2011

Third Party Subcontractor
Address
City, State, Zip

Dear Subcontractor:

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

21.20 Payment to Subcontractors: Payment by the Grantee to all subcontractors with approved third party contracts shall be in compliance with Section 287.0585, Florida Statutes. Each third party contract from the Grantee to a subcontractor for goods or services to be performed in whole or in part with Transportation Disadvantaged Trust Fund monies, 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 monies 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 Vendor Ombudsman Helpline toll-free at 1-877-693-5236 or 1-850-413-5516.

Sincerely,

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

Cc: Executive Director
Florida Commission for the Transportation Disadvantaged

EXHIBIT 1

STATE AGENCY: Florida Commission for the Transportation Disadvantaged

CSFA #: 55.002

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

AMOUNT: \$65,683.00

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: \$67,741.96 from FTA FL-80-X19, \$72,250.00 from FTA FL-80-X20 and \$194,500.00 from FTA FL-80-X21 and Exhibit "A" attached hereto.

Cash Management: N/A

Eligibility:

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

Beneficiary eligibility:

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

1. Collect data regarding bus route passengers carried, operating costs, travel time, vehicle miles, 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.

CFRTA

FTA & TDC Funded Tasks (FY 2011/2012)

ELEMENT	EST. WORK/CASH REIMB.
1.0 ADMINISTRATION	
1.1 Program Management	
1.1.1 Program Management and Technical Assistance - FHWA-112	
1.1.2 Program Management and Technical Assistance - FTA - 5303	
1.1.3 Certification	
1.1.4 Strategic Business Plan	
1.2 Program Administration	
1.2.1 Grants/Contract Administration	
1.2.2 Personnel Administration	
1.2.3 Office Operations	
1.2.4 Training	
1.2.5 Legal/Legislative Services	
1.2.6 Audit	
1.3 Program Development	
1.3.1 Unified Planning Work Program	
1.3.2 Transportation Improvement Program	
1.3.3 Intergovernmental/Interagency Studies	
1.3.4 Interregional Transportation Planning & Coordination	
1.3.5 Local Match for Program Administration - FTA - 5303	
2.0 PUBLIC INVOLVEMENT	
2.1 Annual Report	
2.2 Community Outreach	
2.2.2 Air Quality Public Awareness	
2.2.3 Efficient Transportation Decision-Making (ETDM)	
2.3 Miscellaneous Publications	
2.4 Board/Staff Development & Workshop	
2.5 Board and Committee Support	
2.6 Market Research & Communications	
3.0 DATA COLLECTION	
3.1 Land Use Monitoring	
3.2 Socio-Economic Data	
3.3 Highway System Monitoring	
3.4 Transit System Monitoring (\$20,000.00 X021)	\$ 20,000.00
3.5 Aviation System Monitoring	
3.6 Air Quality Monitoring	
3.7 Tracking the Trends (Transp. Sys. Ind. Report)	
4.0 SYSTEMS PLANNING	
4.1 Orlando Urban Area Transportation Study	
4.1.1 Maintenance of FSUTMS Model With Cube Voyager	
4.1.2 Goods Movement Planning	

4.1.3	Impacts of Smart Growth Principles on Travel Behavior (\$45,000.00 X021), (\$35,000 X020 carryforward, \$15,537.04 X019 carryforward)	\$ 95,537.04
4.1.4	Regional Geographic Information System	
4.1.5	Year 2040 Long-Range Transportation Plan	
4.1.6	Review of Local Gov't. Comp. Plans & DRI's	
4.1.7	Coordination of Transportation Improvements & Planned Growth	
4.2	Management & Operations Planning	
4.2.1	Intelligent Transportation Systems Planning	
4.2.2	Transportation Demand Management	
4.2.3	Congestion Management Planning \$20,000 X020 carryforward + \$23,711.68 X019 carryforward)	\$ 43,711.68
4.2.4	Local Vehicle Crash Database	
4.3	Intermodal Planning	
4.4	Transit System Planning	
4.4.1	Short-Range TDP Update (\$15,000 X021)	\$ 15,000.00
4.4.2	Section 5307/5309 Planning Studies	
4.4.3	Safety in Transportation Planning Process (\$15,000.00 X021 + \$2,576.37 X020 carryforward)	\$ 17,576.37
4.4.4	Section Five Transit Quality Level of Service Assessment (\$7,000.00 X021).	\$ 7,000.00
4.4.5	Security in Transportation Planning Process (\$32,500.00 X021 + \$1,273.63 X020 carryforward)	\$ 33,773.63
4.5	Para-Transit Planning	
4.5.1	Rule 41 Transportation Disadvantaged Staff Services	\$ 65,683.00
4.5.2	Specialized Transit Services Planning (\$40,000 X021)	\$ 40,000.00
4.6	Air Quality Planning	
4.6.1	Contingency Plan for AQ Non-Attainment Mitigation Through Transportation Control Measures (\$1,413.24 X019 carryforward).	\$ 1,413.24
4.6.2	Conformity Determination	
4.6.3	Ozone Emissions Inventory Update	
4.6.4	State Implementation Plan	
4.6.5	Climate Change	
4.6.6	Environmental Mgmt Sys Plan (\$20,000.00 X021).	\$ 20,000.00
4.7	Bicycle/Pedestrian Planning	
4.7.1	Bicycle and Pedestrian Safety	
4.7.2	Bicycle and Pedestrian Facilities	
4.7.3	Administration of the BPAC	
4.7.4	Bicycle & Pedestrian Publications	
4.7.5	Bicycle & Pedestrian Elements of the Long-Range Transportation Plan	
5.0	PROJECT PLANNING	
5.1	Highway Planning	
5.2	Airport Planning	
5.3	Transit Planning	
5.4	Special Studies	
5.4.1	Streetcar/BRT Study (\$13,400 X020 carryforward + \$27,080.00 X019 carryforward)	\$ 40,480.00
5.4.2	Next Rail Alternatives Analysis	
TOTALS: (\$194,500.00 X021 + \$72,250.00 X020 carryforward + \$67,741.96 X019 carryforward + \$65,683.00 FY 11/12 TD.		\$ 400,174.96

Consent Agenda Item #5.D. xviii

To: LYNX Board of Directors

From: Edward Johnson
CHIEF ADMINISTRATIVE OFFICER
Rudolph Walter
(Technical Contact)

Phone: 407.841.2279 ext: 6058

Item Name: Miscellaneous
Authorization to Ratify the Submittal of Shirley Conroy Rural Area Capital Assistance Support Grant Application to the Florida Commission for the Transportation Disadvantaged for Three Replacement Paratransit Vehicles

Date: 9/28/2011

ACTION REQUESTED:

Staff is requesting the Board of Directors' ratification of the Chief Executive Officer (CEO) or designee submittal of a grant application to the Commission for the Transportation Disadvantaged for Rural Area Capital Assistance Support grant in the amount of \$202,500 for the purchase of three (3) paratransit vehicles, to include mobile data terminals.

BACKGROUND:

On August 5, 2011, the Florida Commission for the Transportation Disadvantaged (TD) released a Notice of Funding Availability under the Shirley Conroy Rural Area Capital Assistance Support Grant Program for \$1.4 million total funding available to all Florida TD service providers. TD Program requirements and considerations are as follows:

- Funding for rural service areas
- Funding for capital equipment
- Priority areas include vehicle replacement & service expansion
- Priority for projects that enhance the current local system
- No opportunity to extend funding: project must be complete & fully expended by June 30, 2012
- TD rural grant will be funded at 90% state funding and 10% local match.

Applications were due September 1, 2011 with grant award anticipated by November 1, 2011. In prior years, LYNX has successfully received funding for a paratransit vehicle and mobile data terminal. LYNX submitted a TD rural project for 3 replacement paratransit vehicles with mobile data terminals in the amount of \$202,500.

The authorizing Resolution No. 11-006 is attached.

FISCAL IMPACT:

LYNX staff has included \$225,000 in the FY2012 Capital Budget to support the replacement of 3 paratransit vehicles with mobile data terminals to be utilized in the rural service area as part of LYNX' commitment under the MV contract #12-C02. The local match in the amount of \$22,500 will be funded from LYNX' reserves.

EXHIBIT “D”

CFRTA RESOLUTION No. 11-006

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

WHEREAS, this is a resolution of the GOVERNING BOARD of Central Florida Regional Transportation Authority, d/b/a LYNX (hereinafter BOARD), and hereby authorizes the filing of a Shirley Conroy Rural Capital Assistance Support 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 authorizes John M. Lewis, Jr., Chief Executive Officer, or designee, to file and execute the application on behalf of the Central Florida Regional Transportation Authority, d/b/a LYNX with the Florida Commission for the Transportation Disadvantaged.
3. The BOARD authorizes John M. Lewis, Jr. Chief Executive Officer, or designee, to sign any and all agreements or contracts, which may be required in connection with the application.
4. The BOARD authorizes John M. Lewis, Jr. Chief Executive Officer, 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 11-006
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 28th day of September, 2011, 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. xix

To: LYNX Board of Directors

From: Edward Johnson
CHIEF ADMINISTRATIVE OFFICER
Rudolph Walter
(Technical Contact)

Phone: 407.841.2279 ext: 6058

Item Name: Miscellaneous
Authorization to Negotiate and Execute the FY 2012 Sub-recipient Agreements for Potential Job Access Reverse Commute (JARC) and New Freedom Program (NFP) Grant Funding with the Following Local Coordinating Human Services Agencies; Meals on Wheels; Seminole Behavioral Healthcare; The Opportunity Center and The Independent Transportation Network of Orlando

Date: 9/28/2011

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to negotiate and execute the FY2012 Sub-recipient Agreements for potential Job Access Reverse Commute (JARC) and New Freedom Program (NFP) grant funding with the following Human Service Agencies (HSA): Meals On Wheels; Seminole Behavioral Healthcare; The Opportunity Center; and the Independent Transportation Network of Orlando.

BACKGROUND:

On September 23, 2010 the Board of Directors authorized staff to finalize the negotiations and financial terms regarding Federal Transit Administration (FTA) funding with the Job Access Reverse Commute (JARC) and New Freedom Program (NFP) with various Human Service Agencies. The purpose of the agreements is to define the roles and responsibilities of agencies providing services under these programs, as well as the financial terms and conditions related to the provision of services designed to meet the needs of low income individuals for work related purposes, individuals with disabilities, and the elderly. The agencies included in this request are:

- (1) **Seminole Behavioral Healthcare** (NFP) to expand transportation service to disabled clients residing in outlying areas of Seminole County \$50,000.
- (2) **Meals on Wheels, Etc.** (NFP) to expand services to disabled individuals in outlying areas of Seminole County \$37,000.

(3) **Opportunity Center, Inc. (formerly Osceola ARC)** (JARC) to expand low income work trips to more clients with cognitive disabilities \$30,000.

(4) **Independent Transportation Network of Orlando** (NFP) to expand transportation Service to more disabled clients with visual impairments \$87,000.

TOTAL \$204,000

The funding to be awarded under these sub-recipient agreements is a combination of rural funds awarded by the Florida Department of Transportation (FDOT) and urbanized area funds. These operating funds will be matched 50%, in the form of in-kind services, by the Human Services Agencies.

LYNX is designated by the Commission for the Transportation Disadvantaged (CTD) as the Community Transportation Coordinator (CTC) for Orange, Osceola, and Seminole counties. As the CTC, LYNX has the important role of coordinating the provision of publicly funded transportation for all persons in the tri-county community who cannot provide for their own transportation due to age, income, or disability as defined by federal and state programs. This coordination allows for the efficient provision of services by eliminating duplication of effort by multiple agencies operating within the same community. LYNX coordinates transportation disadvantaged services for 35+ human services agencies providing and/or brokering services.

Under the auspices of the Federal United We Ride Program, the CTC principles became institutionalized at the Federal level. LYNX has taken the lead on developing the local Public Transit-Human Services Coordinated Transportation Plan named the Community Connector Plan (CCP), which was adopted by the Board in late 2007. LYNX subsequently integrated that plan into the state-required comprehensive Transportation Disadvantaged Service Plan (TDSP).

In addition to a number of stakeholder meetings in 2007 to develop the original Local Coordinated Plan, LYNX hosted two stakeholder meetings late in calendar year 2008.

The FTA-JARC and NFP funds are awarded on a competitive basis. Under both programs, human services agencies and other entities are eligible to submit projects and compete for funding. With LYNX taking the lead on the development and adoption of the locally developed human services transportation plan and the adopted TDSP, a seamless process has been established.

LYNX and the human services agencies use funds awarded under the JARC and NFP programs to provide transportation services for low income work trips and disabled individuals. The agencies have been impacted by consecutive years of funding shortfalls from various State and Federal programs. The maintenance or expansion of services by these agencies will mitigate cost impacts to LYNX by avoiding the influx of additional clients into the ACCESS LYNX programs. In order to ensure that both LYNX and the agencies are aware of and in agreement with certain terms and conditions associated with client transportation arrangements, the sub-recipient agreements are being developed in collaboration with the affected agencies.

LYNX Board Agenda

The terms of the agreements require the agencies report certain data, such as number of trips provided and mileage, as well as annual performance evaluation data required by FTA for the JARC and NFP programs.

In Appendix A – Management Letter Comments for the year ended September 30, 2010 the auditor recommended that Central Contractor Registration information be obtained and that contracts with each sub-recipient be amended to include notification of federal funding, the CFDA number and compliance audit requirements. The attached amendment complies with this recommendation.

FISCAL IMPACT:

If approved, LYNX staff will amend the FY2012 Adopted Operating Budget to include the JARC and NFP funding in the amount of \$204,000 for the sub-recipient Human Service agencies and bring the agreements back to the Board for ratification.

**SUB-RECIPIENT AGREEMENT BETWEEN
CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY (d.b.a. LYNX)
AND
“SUB-RECIPIENT”**

THIS SUB-RECIPIENT AGREEMENT (“AGREEMENT”) is made as of this _____ day of _____, 2011, by and between Central Florida Regional Transportation Authority (“LYNX”), located at 455 N. Garland Avenue, Orlando, FL 32801 and _____ (the “SUB-RECIPIENT”), which is located at _____.

R E C I T A L S:

WHEREAS, LYNX is the designated recipient of funds under the Job Access and Reverse Commute (“JARC”, 49 U.S.C 5316, 20.516-CFDA) and New Freedom (49 U.S.C 5317, 20.521-CFDA) from the Federal Transit Administration within the United States Department of Transportation (“FTA”); and

WHEREAS, LYNX has developed the Transportation Disadvantage Service Plan in conjunction with Metroplan Orlando, the Metropolitan Planning Organization, and in accordance with FTA; and

WHEREAS, LYNX has solicited projects under a competitive selection process and has recommended and approved funding for various projects using apportioned JARC and New Freedom funds; and

WHEREAS, the purpose(s) of the JARC and New Freedom grants are, respectively, to improve access to transportation services to employment and employment related activities for welfare recipients and eligible low-income individuals, as well as reverse commute services and to reduce transportation barriers and expand transportation mobility options for individuals with disabilities beyond requirements associated with the Americans with Disabilities Act of 1990 (ADA) for the residents of Orange, Osceola, and Seminole counties; and

WHEREAS, LYNX is an eligible recipient with the FTA and has been appointed by the Governor of Florida as the designated recipient of JARC and New Freedom funds for the Orlando Urbanized Area and has the resources available to receive the grant awards, execute subrecipient awards and contracts, monitor compliance of subrecipients, and complete the FTA grant reporting requirements; and

WHEREAS, LYNX desires to authorize the SUB-RECIPIENT to receive JARC and/or New Freedom grant funds from LYNX in the amount(s) and for the purpose(s) identified in Attachment A in accordance with the terms and conditions set forth in this AGREEMENT.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants, promises and undertakings set forth herein, and for other good and valuable

consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties agree as follows:

1. Awarding of JARC and/or New Freedom Grants and Responsibilities of Parties. LYNX authorizes the SUB-RECIPIENT to receive the FTA JARC and/or New Freedom funds allocated to the Orlando Urbanized Area for the purpose(s) and the amount(s) identified in Attachment A.
2. The SUB-RECIPIENT will provide information to LYNX and will be responsible as follows:
 - A. The SUB-RECIPIENT will carry out the project(s) described in its application, filed with and approved by LYNX, and in accordance with all applicable FTA regulations, policies, procedures, and directives.
 - B. Neither LYNX nor FTA will be responsible for any costs, charges, or expenses incurred by the SUB-RECIPIENT until the duly-authorized representative of LYNX issues a “Notice to Proceed.”
 - C. The SUB-RECIPIENT will not assign any portion of the work to be performed under this AGREEMENT, or execute any contract, amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this AGREEMENT without prior written consent of LYNX.
 - D. The SUB-RECIPIENT will submit annually Certifications and Assurances as required by the FTA. If the Project funding includes JARC, the SUB-RECIPIENT will also comply with 49 U.S.C. Section 5333 (formerly known as “13(c)”) in accordance with requirements of the Department of Labor.
 - E. If the Project includes an operational component, the SUB-RECIPIENT will be responsible for compliance with paratransit responsibilities that would otherwise be the responsibility of LYNX under the Americans with Disabilities Act (ADA).

3. LYNX will be responsible as follows:
 - A. LYNX will monitor the SUB-RECIPIENT's compliance with all applicable Federal JARC and/or New Freedom grant guidelines as applicable through the implementation of projects funded through the JARC/New Freedom funds program(s).
 - B. LYNX will submit all reports to the FTA as required by the Federal guidance and will require the SUB-RECIPIENT to provide all necessary documentation to support project reporting.
 - C. LYNX will submit grant application to the FTA and administer the JARC and/or New Freedom grant awards for all selected sub-recipients(s) as a result of the competitive selection process.
 - D. Any responsibilities under the JARC and New Freedom grants, not specifically allocated to the SUB-RECIPIENT in this AGREEMENT, will be the responsibility of LYNX.
4. Each party will cooperate in providing information and documentation, as may be reasonably requested by the other party, with respect to the subject matter of this AGREEMENT.
5. **Scope of Services.** The SUB-RECIPIENT is responsible for the project described in Attachment A (the "Project"). The SUB-RECIPIENT will
6. The services of the SUB-RECIPIENT do not include any of the following: the disbursement or accounting of funds distributed by LYNX's financial officer, legal advice, fiscal audits or assistance with activities not related to the SUB-RECIPIENT's specified Project.

- A. SUB-RECIPIENT will be responsible for all facets of the Project as described in the SUB-RECIPIENT's application and identified in Attachment A.
- B. SUB-RECIPIENT will comply with the *LYNX's PROGRAM MANAGEMENT PLAN: JOB ACCESS AND REVERSE COMMUTE (JARC-SECTION 5316) NEW FREEDOM (SECTION 5317)* required by FTA, as now in effect or as amended from time to time.
- C. During the term of this AGREEMENT, the SUB-RECIPIENT will maintain records of its performance under this AGREEMENT in a manner consistent with generally accepted accounting principles. The SUB-RECIPIENT will allow LYNX or their authorized representative access to these records at anytime during normal business hours. At the request of LYNX, the SUB-RECIPIENT will submit to LYNX, in the format prescribed by LYNX, status and financial reports on its performance under this AGREEMENT.
- D. If the Project scope and approval(s) includes purchase or lease of vehicle(s), title to the vehicle(s) will rest with LYNX under such terms and conditions as LYNX will determine.
- E. For non-vehicle equipment, including technology, SUB-RECIPIENT will maintain in effect such warranty and/or service agreement(s) as LYNX will approve, and will maintain such equipment in good condition throughout its useful life.
- F. SUB-RECIPIENT is solely responsible for local match funds in accordance with federal requirements.
- G. If the SUB-RECIPIENT ceases to exist or an event of default occurs, all grant funding on hand and accounts or notes receivable related to this AGREEMENT will revert to the LYNX.

6. Administration.

- A. For the purposes of implementing this AGREEMENT, LYNX will appoint a project liaison who will work with the SUB-RECIPIENT. The parties will meet as necessary to provide for the efficient and smooth implementation of this AGREEMENT and the activities contained herein.
- B. The SUB-RECIPIENT will comply with all applicable federal and state statutes and regulations.

- C. If there are any conflicts between the terms of this AGREEMENT and the applicable Federal JARC and New Freedom grant guidelines, regulations, policies, procedures, directives and guidance, the terms of the applicable Federal JARC and New Freedom grant guidelines, regulations, policies, procedures, directives, and guidance will prevail.
7. Documents Incorporated by Reference. The SUB-RECIPIENT's application for funding, dated **October 1, 20XX (including subsequent submissions)** and all applicable federal and state statutes and regulations and guidance are incorporated into this AGREEMENT by this reference and are binding upon the SUB-RECIPIENT.
 8. Reports and Information. The SUB-RECIPIENT will maintain accounts and records, including personnel, property and financial records adequate to identify and account for all costs pertaining to this AGREEMENT and such other records as may be deemed necessary by LYNX to assure proper accounting for all project funds, both federal and non-federal shares. These records will be made available for audit purposes to LYNX or its authorized representative, and will be retained for three (3) years after receipt of final payment for the services outlined in this AGREEMENT unless permission to destroy them is granted by LYNX.
 9. Conflict of Interest. The SUB-RECIPIENT covenants that it presently has no interest and will not acquire any interest, direct or indirect, which conflicts in any manner or degree with the performance of its services hereunder. The SUB-RECIPIENT further covenants that in performing the services outlined in this AGREEMENT it will employ no person who has any such interest.
 10. Termination of AGREEMENT. If the SUB-RECIPIENT fails to perform any of its duties outlined in this AGREEMENT, or if any event of default occurs, LYNX may declare the SUB-RECIPIENT to be in default and thereafter give the SUB-RECIPIENT written notice setting forth the action or in-action which constitutes the default and provide the SUB-RECIPIENT up to thirty (30) days in which to correct the default. If the SUB-RECIPIENT fails to correct the default within thirty (30) days of receipt of such notice, LYNX may notify the SUB-RECIPIENT in writing that this AGREEMENT is terminated.
 11. Addresses for Notices. Except as otherwise expressly provided herein, all notices, requests, demands and other communications provided for under this AGREEMENT will be in writing and will be either (a) personally delivered, or (b) sent by first class United States mail, or (c) sent by overnight courier of national reputation, or (d) transmitted by facsimile, in each case addressed or faxed to the party to whom notice is being given at its address or facsimile number as set forth below:

DESIGNATED RECIPIENT: LYNX
455 N Garland Avenue
Orlando, FL 32801
Attn: Reginald D. Mells, Human Services
Transportation Coordination
Program Manager
Fax: 407-254-6310

SUB-RECIPIENT:

All such notices, requests, demands and other communications will be deemed to have been given on (a) the date received if personally delivered, (b) when deposited in the mail if delivered by mail, (c) the date sent if sent by overnight courier, or (d) the date of transmission if delivered by facsimile.

12. Relationship of Parties. Nothing contained in this AGREEMENT will be deemed to constitute or be construed or implied to create the relationship of principal and agent, partnership or joint venture.
13. Headings; Number and Gender of Words. The captions and headings in this AGREEMENT are for convenience only and do not in any way define, limit or modify the terms or provisions hereof. Whenever the singular is used in this AGREEMENT, the same will include the plural where appropriate and words of any gender will include the other gender where appropriate.
14. Governing Law. This AGREEMENT will be construed and enforced in accordance with the laws of the State of Florida.

[Signature Page to Follow]

IN WITNESS WHEREOF the parties have caused this instrument to be executed by their respective proper officials:

DESIGNATED RECIPIENT:

LYNX

Witness: _____

Date: _____

By: _____

John Lewis, CEO

COMMONWEALTH OF FLORIDA
CITY/COUNTY OF _____

The foregoing instrument was acknowledged before me, this ___ day of _____, 2011 by John Lewis, CEO of LYNX, who is personally known to me or produced _____ as identification.

Notary Public

My Commission Expires: _____

Registration No.: _____

SUB-RECIPIENT:

SUB-RECIPIENT NAME

Witness: _____

Date: _____

By: _____

Name, Title

COMMONWEALTH OF FLORIDA
CITY/COUNTY OF _____

The foregoing instrument was acknowledged before me, this ___ day of _____, 2011 by _____ Name, Title _____, who is personally known to me or produced _____ as identification.

Notary Public

My Commission Expires: _____

Registration No.: _____

Consent Agenda Item #5.D. xx

To: LYNX Board of Directors

From: Edward Johnson
CHIEF ADMINISTRATIVE OFFICER
Rudolph Walter
(Technical Contact)

Phone: 407.841.2279 ext: 6058

Item Name: Miscellaneous
Authorization to Finalize Negotiations and Ratify a Memorandum of Understanding (MOU) with Osceola County on the US 192 Alternative Analysis

Date: 9/28/2011

ACTION REQUESTED:

Staff is requesting the Board of Director's authorization for the Chief Executive Officer (CEO) or designee to execute a Memorandum of Understanding (MOU) with Osceola County, Florida for the US 192 Alternatives Analysis.

BACKGROUND:

LYNX staff coordinated a series of meetings with local funding partners and regional agencies to discuss potential partnerships for regionally significant and supported projects to submit to the Department of Transportation (USDOT) under their Discretionary Livability grants program. LYNX then developed a FY2010 Discretionary Livability Funding Opportunity Alternatives Analysis Application for a Premium Corridor Planning Study to include alternatives analysis, environmental studies, engineering and design for US 192. US 192 is one of fourteen LYNX premium corridors identified in the 5-Year Service Plan as ready to advance to a premium transit mode such as Bus Rapid Transit. Completion of the studies identified in the grant will position the corridor to secure Federal funds targeted for construction.

LYNX was successful in securing a grant for \$800,000 to conduct an Alternatives Analysis for the US 192 corridor from US 27 to St. Cloud. A 20% (\$200,000) local match is required. LYNX will provide the required local match, which is available due to savings achieved by establishing the Southern Operations base. LYNX and Osceola County staff has developed a Memorandum of Understanding defining the responsibilities and duties for each party with regard to this project.

FISCAL IMPACT:

LYNX staff has included funding in the FY2012 Capital Budget for the US 192 Alternative Analysis in the total amount of \$1,000,000.

Memorandum of Understanding

Preparation of an Alternatives Analysis for the Osceola Corridor: US 192 from the Florida Turnpike to US 27

This **Memorandum of Understanding** is made and entered into this ____ day of _____ 2011 by and between the **Central Florida Regional Transportation Authority d/b/a LYNX** (hereinafter "LYNX") and **Osceola County** (hereinafter "Osceola County").

WHEREAS, LYNX identified the US 192 corridor from Lake County to Kissimmee as a Primary Corridor for implementation of Bus Rapid Transit (BRT) service in the Five Year Service Plan completed in FY 2010; and

WHEREAS, LYNX partnered with Osceola County to prepare a Federal Transit Administration FY 2010 Discretionary Livability grant application; and

WHEREAS, Osceola County is performing various studies along US 192 as part of their Transit Master Planning effort to result in a Long Range Transit Master Plan; and

WHEREAS, LYNX was awarded the \$800,000 FTA Discretionary Livability grant; and

WHEREAS, LYNX is providing the required match funding of \$200,000; and

WHEREAS, the majority length of the portion of the US 192 Corridor under study is located within Osceola County

NOW, THEREFORE, the parties hereto agree as set forth below:

1. LYNX will engage a consultant to conduct the US 192 Alternatives Analysis and related tasks through a competitive RFP process to be conducted through a selection committee including a minimum of two LYNX staff persons, one representative of Osceola County, one representative of the City of Kissimmee, and one representative of FDOT.
2. LYNX will be the official Project Lead and all official approvals, determinations and direction will be provided by LYNX.
3. LYNX will be the sole recipient of all funds including permitted administrative costs charged to the Grant.
4. LYNX and Osceola County will each assign a project manager as a point of contact for the preparation of the Alternatives Analysis. Attachment "A" lists the project managers at the time of execution of this memorandum; however these are subject to change upon the notification by one party of all other parties to this agreement.
5. LYNX and Osceola County will work collaboratively to provide the selected consultant relevant materials and information in a timely manner, review and provide feedback on draft documents and reports, attend monthly project team meetings, and engage in other activities as needed as it pertains to the scope of services and general long term success of this project.

6. LYNX and Osceola County will update internal plans and documents consistent with the findings of this Alternatives Analysis after the completion of this project.
7. LYNX and Osceola County will work cooperatively to identify and secure funding sources for the update of design documents, procurement of capital items, construction, implementation, and operating costs of the Locally Preferred Alternative.
8. LYNX agrees that it shall not execute an agreement with or make a commitment to any federal, state, or local agency, or a private entity, which commits or obligates Osceola County in any way without prior written approval, including but not limited to the type, amount, or proportionate share contributions to the studies or project.
9. The parties are independent contractors and are not employees or agents of each other. Nothing in this agreement shall be interpreted to establish any relationship other than that of an independent contractor, between the parties, their employees, agents, subcontractors or assigns, during or after performance of this memorandum.

This Memorandum of Understanding is hereby executed:

Central Florida Regional Transportation Authority (“LYNX”)

BY _____ Date _____

Printed Name _____

Title _____

And

Osceola County (“Osceola County”)

BY _____ Date _____

Printed Name _____

Title _____

Attachment A

Project Managers

The following are the project managers for each party at the time of execution of the Memorandum of Understanding. Any party can change the project manager by providing written notice to the other parties.

Central Florida Regional Transportation Authority (“LYNX”)

Andrea Ostrodka, AICP LEED AP
Senior Planner
455 North Garland Avenue
Orlando, Florida 32801
(407) 254-6019
aostrodka@golynx.com

Osceola County (“Osceola County”)

Tiffany L. Homler, AICP
Osceola County
Transportation Planning
1 Courthouse Square, Suite 1100
Kissimmee, FL 34741
(407) 742-0620
thom@osceola.org

DRAFT

Consent Agenda Item #5.D. xxi

To: LYNX Board of Directors

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

Phone: 407.841.2279 ext: 6047

Item Name: Miscellaneous
 Authorization to Amend LYNX' Fare Policy With an Effective Date of
 December 4, 2011

Date: 9/28/2011

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization to amend the LYNX Fare Policy to The effective date for the new policy is December 4, 2011.

BACKGROUND:

In January 2011, staff requested the Board of Directors' approval to amend the LYNX Fare Policy to add more controls that will reduce chances of fraud under the advantage pass program that include youth passes and persons that have reached the age of 65 and/or is disabled. Additionally, the policy changes from a student pass to a youth pass (passengers under the age of 19, unless still in high school). The effective date for the current policy is April 24, 2011:

LYNX FARE STRUCTURE

Service	LYNX Fare Structure Fare Type	Fare
Fixed Route	Full Fare	\$2.00
	Youth Fare	\$1.00
	Senior and Disabled Fare	\$1.00
	Income Qualified (IQ) Fare	\$1.00
	Transfers	Free
	Express	\$3.50
	Express Discount Fare	\$1.75
	Pick-Up-Line	\$2.00
	PUL Discount Fare	\$1.00
	Shuttle	Determined Per Event

Service	LYNX Fare Structure Fare Type	Fare	
	Limited	\$3.00	
	Limited Discount	\$1.50	
	Direct	\$4.00	
	Direct Discount	\$2.00	
	Children (age 6 and under)*	Free	
	Daily	\$4.50	
	Discount Daily	\$2.25	
	7-Day	\$16.00	
	Discount 7-Day	\$8.00	
	30-Day	\$50.00	
	Discount 30-Day	\$25.00	
	PUL Daily	\$4.50	
	PUL Daily Discount	\$2.25	
	PUL 7-Day	\$16.00	
	PUL 7-Day Discount	\$8.00	
	PUL 30-Day	\$50.00	
	PUL 30-Day Discount	\$25.00	
	Limited Daily	\$5.50	
	Limited Daily Discount	\$2.75	
	Limited 7-Day	\$19.00	
	Limited 7-Day Discount	\$9.50	
	Limited 30-Day	\$58.00	
	Limited 30-Day Discount	\$29.00	
	Express Daily	\$6.50	
	Express Daily Discount	\$3.25	
	Express 7-Day	\$23.00	
	Express 7-Day Discount	\$11.50	
	Express 30-Day	\$70.00	
		Express 30-Day Discount	\$35.00
		Direct Round Trip	\$3.75
		LYNX Unlimited Daily	\$7.50
		LYNX Unlimited Daily Discount	\$3.75
LYNX Unlimited 7-Day		\$27.00	
LYNX Unlimited 7-Day Discount		\$13.50	
	LYNX Unlimited 30-Day	\$80.00	
	LYNX Unlimited 30-Day Discount	\$40.00	
	Stored Value Discount Card	10% (not currently offered)	
LYMMO	Single Ride	Free	

Service	LYNX Fare Structure Fare Type	Fare
Special Events	Shuttle – Single Ride	Determined Per Event
VOTRAN XL (Express LYNX)	Single Ride	\$ 3.50
	Seniors/Students	\$ 1.75
ACCESS LYNX	ADA Fare (Inside ¼ mile radius)	\$ 4.00
	ADA Fare (Outside ¾ mile radius)	\$ 7.00
	Medicaid Fare	\$ 1.00
<i>As authorized by the Local Coordinating Board</i>	TD Fare – 0 to 4.99 Miles	\$ 2.50
	TD Fare – 5 to 9.99 Miles	\$ 3.50
	TD Fare – 10 Miles	\$ 4.50

Policy Clarifications:

Transfers

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

Daily Pass

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

Discounted Fares and Passes

All Discounted Fare Riders must have a valid LYNX ID to purchase and use a discounted fare. Discounted fares and passes will be offered to the following riders:

Disabled

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

Income Qualified

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

Seniors

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

Students (K-12)

Youth Fare applies to riders age 18 and younger. Riders age 6 and under ride free. All Youth over the age of ten (10) must have a LYNX ID. The Youth Fare is available seven days a week and has no time restrictions. Youth over the age of 18, and still in High School, must have a valid LYNX ID to qualify for the reduced fare. Youth Pass Program based on reasonable and sufficient procedures and criteria established by the Chief Executive Officer and documented in LYNX Policy.

Children (Age 6 and under)

Children six and under may ride free when accompanied by an adult (full or discount). No more than three children may ride free per adult. Children six and under must pay \$1.00 when not accompanied by an adult.

Stored Value Discount Card

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

Group Discounts

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

Human Service Agencies

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

In an effort to streamline the current fare structure and reduce the number of pass types currently being offered and/or not used by our customers, LYNX staff is recommending to *eliminate* those fare types from the structure. Such fare types are as follows:

Recommended Eliminated Fare Types

Service	LYNX Fare Structure Fare Type	Fare	
Fixed Route	Direct	\$4.00	
	Direct Discount	\$2.00	
	Direct Round Trip	\$3.75	
	Limited	\$3.00	
	Limited Discount	\$1.50	
	PUL Daily	\$4.50	
	PUL Daily Discount	\$2.25	
	PUL 7-Day	\$16.00	
	PUL 7-Day Discount	\$8.00	
	PUL 30-Day	\$50.00	
	PUL 30-Day Discount	\$25.00	
	Limited Daily	\$5.50	
	Limited Daily Discount	\$2.75	
	Limited 7-Day	\$19.00	
	Limited 7-Day Discount	\$9.50	
	Limited 30-Day	\$58.00	
	Limited 30-Day Discount	\$29.00	
	LYNX Unlimited Daily	\$7.50	
	LYNX Unlimited Daily Discount	\$3.75	
	LYNX Unlimited 7-Day	\$27.00	
	LYNX Unlimited 7-Day Discount	\$13.50	
		LYNX Unlimited 30-Day	\$80.00
		LYNX Unlimited 30-Day Discount	\$40.00

FISCAL IMPACT:

There is no fiscal impact resulting from this amendment.

Consent Agenda Item #5.D. xxii

To: LYNX Board of Directors

From: James McLawhorn
CHIEF GOVT AFFAIRS OFFICER
James McLawhorn
(Technical Contact)

Phone: 407.841.2279 ext: 6064

Item Name: Miscellaneous
Adoption of LYNX' 2012 State Legislative Priorities

Date: 9/28/2011

ACTION REQUESTED:

Staff is requesting the Board of Directors' to approve the 2012 legislative agenda.

BACKGROUND:

Protect the State Transportation Trust Fund & the Transportation Disadvantaged Trust Fund

The LYNX Board of Directors opposes all diversions of state transportation tax dollars to finance other general purpose government functions. Millions of transportation dollars are diverted each year from the Transportation Trust Fund for other purposes. In 2011 alone, \$150 million was diverted to the State School Trust Fund.

The state gas tax is a user fee for the improvement and maintenance of transportation programs. Diversions and lost revenues degrade the state's infrastructure and impact Central Florida's competitiveness for federal discretionary funding.

Authorize Local Option Rental Car Surcharge

The LYNX Board of Directors supports a \$2.50 per day, voter-referendum based local option rental car surcharge would generate more than \$40 million for critical transportation projects in the region, while also providing local governments the option to create a dedicated funding source to address operations and maintenance costs associated with transit projects.

Improve Flexibility for Existing Local Option Transportation Funding Sources

Local governments are authorized to levy up to 12 cents on every gallon of motor fuel. Currently, action by the local government or the outcome of a voter referendum must be complete by July 1 to generate revenues the following January. Shifting this deadline to October 1 provides greater flexibility and better coincides with local government budget and planning cycles.

Support Existing Coordinated System for Paratransit Service

The LYNX Board of Directors opposes the current state of Medicaid reform.

Legislation passed in 2011 as part of Medicaid reform transferred Medicaid non-emergency transportation services from a statewide coordinated system to a system allocated under HMOs. The action undermines the coordinated system concept and creates significant challenges when providing non-emergency transportation for Floridians who cannot use standard bus service because of a disability.

Under the new legislation, LYNX funding partners would not receive the monthly \$480,900.00 in Medicaid funding.

LYNX supports legislation that would authorize all State college boards of trustees to establish a transportation access fee.

The LYNX Board of Directors supports legislation that would authorize all State Boards of Trustees (formerly Community College Boards of Trustees) to establish a transportation access fee. Transportation fees have been allowed, at the University level, to fund student mobility for decades.

Legislation passed in 2011 only allows Santa Fe Community College, to institute a “transportation access fee”

Action Agenda Item #6.A

To: LYNX Board of Directors

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

Phone: 407.841.2279 ext: 6047

Item Name: Authorization to Adopt Fiscal Year 2012 Operating and Capital Budgets

Date: 9/28/2011

ACTION REQUESTED:

Staff is requesting the Board of Directors' adoption of the Fiscal Year 2012 Operating and Capital Budgets.

BACKGROUND:

At the April 7, 2011 Board meeting, staff presented the preliminary FY2012 Operating Budget in the amount of \$116,200,174 to the Board of Directors. Since then, presentations have been made to Orange, Osceola, and Seminole counties, assumptions have been reexamined and the cost of providing the same level of service for next fiscal year has been discussed. In addition, we made adjustments to the FY2012 Operating Budget to increase the use of Preventative Maintenance fund and utilize operating reserves to balance the budget. **Please note, this will not result in any change in the original funding request from the various funding partners.**

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:

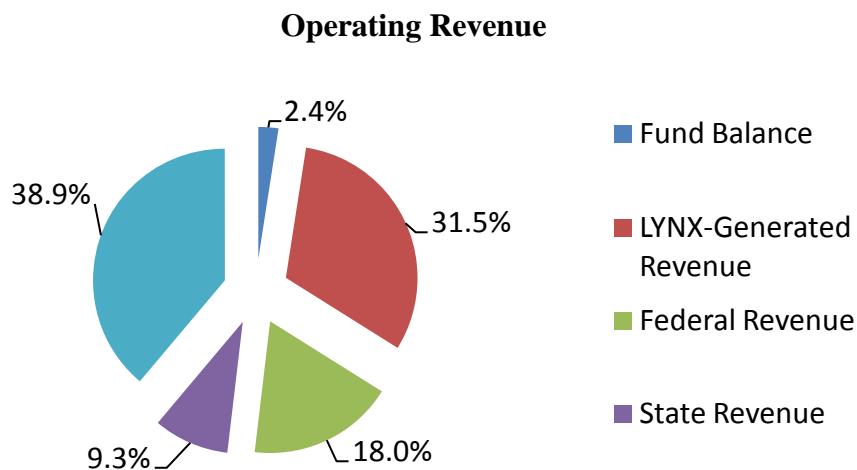
Budget Highlights

The FY2012 proposed budget totals \$185,780,380 of which \$116,200,174 represents Operating Expenses and \$69,580,206 represents Capital Expenditures. This is a net increase in the total budget of \$17,904,715 or 10.7 % from the FY2011 adopted budget.

Operating Budget

The proposed Operating Budget for FY2012 is \$116,200,174 which is an increase of \$3,203,658 or 2.8% from the FY2011 Adopted Operating Budget.

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:

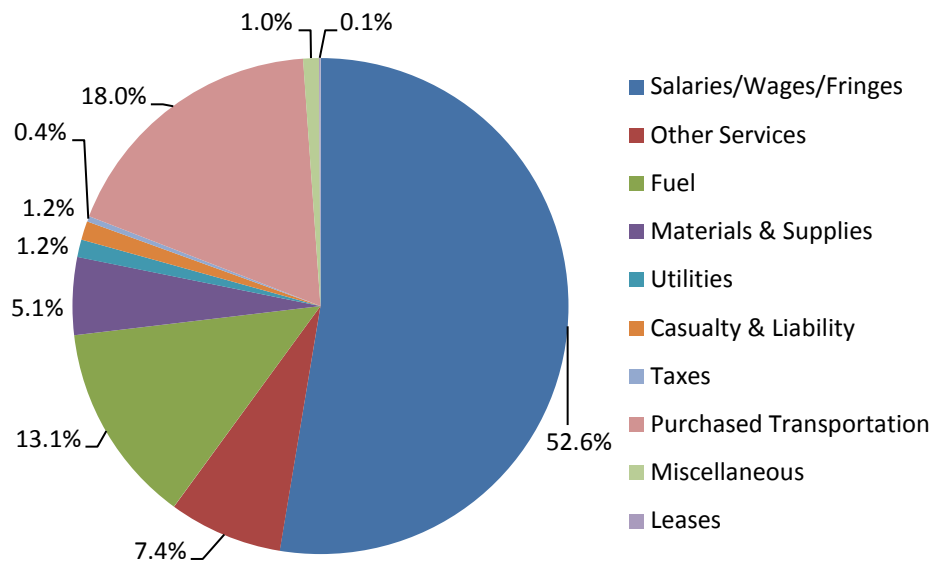


TOTAL OPERATING REVENUES \$116,200,174

Fund Balance	\$ 2,844,185
LYNX – Generated Revenue	36,558,791
Federal Revenue	20,876,783
State Revenue	10,754,115
Local Revenue	<u>45,166,300</u>
Total Operating Revenue	<u>\$116,200,174</u>

These funds are programmed to fund the following expenses:

Operating Expenses



TOTAL OPERATING EXPENSES \$116,200,174

Salaries/Wages/Fringes	\$ 61,150,254
Other Services	8,626,396
Fuel	15,183,795
Materials & Supplies	5,871,777
Utilities	1,336,354
Casualty & Liability	1,418,269
Taxes	414,137
Purchased Transportation	20,895,699
Miscellaneous	1,191,493
Leases	<u>112,000</u>
Total Operating Expenses	<u>\$ 116,200,174</u>

Capital Budget

The proposed Capital Budget for FY2012 is \$69,580,206 which is an increase of \$14,701,057 or approximately 27% more than the FY2011 Amended Capital Budget. The increase in the capital budget from the Amended FY2011 Capital Budget results from the addition of the East/West LYMMO Expansion, Parramore BRT and decreases in revenue vehicles, passenger amenities, and facility improvements.

The capital budget decrease mentioned above for revenue vehicles, passenger amenities, and facility improvements are based on accelerated purchase and project completion in FY2011, not declines in vehicle replacement, passenger amenities and facility improvements

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 improvements. The majority of the capital budget, 95.9% is funded through federal grants, 1.1% is funded through state grants, and the remaining 3.0% through local funds. The local contribution from the funding partners covers the capital bus lease, a contribution from the City of Orlando for twenty percent of the LYMMO Alternatives Analysis Study and LYNX Urban Trail Project, and contributions from private partnerships for amenities.

Specifically, this budget includes funds from the following areas:

Federal	\$61,866,703
State	1,173,291
Local	6,540,212
Total	\$69,580,206

The table below identifies capital expenditures by program.

Capital Program		FY2012 Requests
(1)	Access LYNX Vehicles	\$ 1,524,080
	Capital Bus Lease	1,005,094
(2)	LYMMO Expansion	23,040,317
(3)	Facility Improvements	1,996,741
(4)	Flex-bus/BRT Study	3,373,711
(5)	Intelligent Transportation Systems	3,162,710
	LYMMO AA/NEPA Process	1,000,000
	LYNX Urban Trail Project	1,553,132
	Passenger Amenities	8,924,999
(6)	Pick-Up-Line Vehicles	3,306,260
(7)	Transit Buses	13,187,673
	Safety/Security Enhancements	3,377,389
(8)	Support Equipment	4,128,100
	Total	<u>\$69,580,206</u>

Notes:

- 1) Includes 20 paratransit vehicles for replacement.
- 2) LYMMO Expansion includes the East / West and Parramore BRT design build projects.
- 3) Includes funds for completion of the emergency generators at LOC, LOC paint booth, leaseholder improvements to the OSF as well as LYNX South Street HVAC control upgrades and LYNX Central Station capital improvements.
- 4) This is a BRT Study for the Orange/South Seminole area to determine a preferred alignment and proceed with any necessary NEPA processes to develop a BRT service in this area.
- 5) Includes items to improve communication and information delivery such as CAD Next Steps, APCs to 50% of the fleet and Digital Recorder improvements.
- 6) Includes 14 vehicles for expansion of Pick-Up-Line and 6 for fixed route services outfitted with radios and On-Board camera equipment.
- 7) Includes 26 transit replacement vehicles for fixed-route bus services, 11 of which were ordered in FY2011 and have not been received, 11 replacement vehicles for FY2012 and 4 articulate buses.
- 8) Includes equipment, computers, software, shop tools, printers, servers, copiers and Cleaning Rider Scrubber.

The following table provides a summary of the ARRA project requests “included” in the FY2012 capital budget above. The ARRA projects represent 10.9% of the total FY2012 capital budget.

ARRA Projects	FY2012 Capital Budget Requests
LOC Improvements - Generator, Paint Booth, Mechanical Electrical Upgrades	\$ 965,238
City of Orlando and Workforce Shelters	2,470,683
Fare Payment System	940,210
Bus Surveillance System	1,353,913
Rehab and Renovate Rosemont Transfer Facility	404,714
Renovate West Oaks Transfer Facility	182,373
Renovate Sanford Transfer Facility	184,982
Circulator / Flexbus (Pick-Up-Line)Vehicles	991,878
LCS Lighting Upgrades and Tinting	45,259
CCTV	79,542
Total	<u>\$7,618,792</u>

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 Capital Improvement Program unless they are budgeted and fully funded by federal, state, and local sources.

Action Agenda Item #6.B

To: LYNX Board of Directors

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

Phone: 407.841.2279 ext: 6047

Item Name: Authorization to Extend and Amend the FY2011 Service Funding Agreements with the Regional Funding Partners

Date: 9/28/2011

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to extend and amend the FY2011 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 2012 Budget. The actual amounts of the amendments will be final once the Board has approved the Operating Budget for FY2012.

Orange County	\$32,382,067
Seminole County	\$ 4,083,948
Osceola County	\$ 4,279,194
Lake County	\$ 225,423
City of Orlando	\$ 3,482,292
City of Altamonte Springs	\$ 120,900
City of Sanford	\$ 93,000
City of St. Cloud	\$ 161,999

*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 Interim 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, St. Cloud, 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 FY2011 contains the following:

- a) A uniform funding agreement for all funding partners.
- b) A provision that allows for continued monthly 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 amendment that will be entered into between LYNX and each of the Regional Funding Partners for Fiscal Year 2012 is attached. Authorization is requested from the Board for LYNX staff to complete the amendment with each funding partner, including completion of the exhibits and addenda. 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.

ADMENDMENT TO SERVICE FUNDING AGREEMENT
by and between
ORANGE COUNTY, FLORIDA
and
LYNX

THIS AMENDMENT TO 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**”), 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, the Funding Partner and LYNX entered into an Interlocal Agreement for Public Transit Services dated as of December 9, 2010 (the “**Prior Fiscal Year Funding Agreement**”) pursuant to which the Funding Partner agreed to appropriate funds to LYNX for fiscal year from October 1, 2010 to September 30, 2011 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, 2011; and

WHEREAS, the Funding Partner has budgeted funds for the fiscal year beginning on October 1, 2011 and ending on September 30, 2012 (“**Fiscal Year**”) to support LYNX’s Public Transportation services for such fiscal year; 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. **Current Fiscal Year Funding**. The Funding Partner agrees to appropriate the amount specified on **Exhibit “A”** attached hereto (the “**Appropriated Amount**”) to LYNX for the Fiscal Year for the provision of Public Transportation within the Service Area. “**Service Area**” means generally the geographic area or the Fixed-Route Service, as the case may be, described and set forth in **Exhibit “B”** attached hereto. 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 (a) October 1, 2011 or (b) 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.

3. **Other Provisions.** All other provisions contained within the Prior Fiscal Year Funding Agreement shall remain in full force and effect unless duly changed through a written amendment executed by the parties.

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 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.

AKERMAN SENTERFITT,
Counsel for LYNX

By: _____
Patrick T. Christiansen, Esq.

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

Date: _____

SIGNATURE PAGE FOR FUNDING PARTNER

ATTEST: Martha O. Haynie, County
Comptroller as Clerk to the Board of County
Commissioners

By: _____
Deputy Clerk

FUNDING PARTNER:
**BOARD OF COUNTY COMMISSIONERS
OF ORANGE COUNTY, FLORIDA**

By: _____
Teresa Jacobs, County Mayor

Date: _____

Exhibit "A"

Description of APPROPRIATED AMOUNT

October 2011 through September 2012	\$32,382,067
--	---------------------

Exhibit A Orange County Transit Service Costs For FY 2012	
Total County Transit Service Cost	\$32,382,067

FY2012 Billing Schedule:	
October 2011	\$ 2,698,506
November 2011	\$ 2,698,506
December 2011	\$ 2,698,506
January 2012	\$ 2,698,506
February 2012	\$ 2,698,506
March 2012	\$ 2,698,506
April 2012	\$ 2,698,506
May 2012	\$ 2,698,506
June 2012	\$ 2,698,506
July 2012	\$ 2,698,506
August 2012	\$ 2,698,506
September 2012	\$ 2,698,501
Annual Funding Request from County	\$32,382,067

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

THIS AMENDMENT TO 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**”), 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, the Funding Partner and LYNX entered into an Interlocal Agreement for Public Transit Services dated as of December 9, 2010 (the “**Prior Fiscal Year Funding Agreement**”) pursuant to which the Funding Partner agreed to appropriate funds to LYNX for fiscal year from October 1, 2010 to September 30, 2011 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, 2011; and

WHEREAS, the Funding Partner has budgeted funds for the fiscal year beginning on October 1, 2011 and ending on September 30, 2012 (“**Fiscal Year**”) to support LYNX’s Public Transportation services for such fiscal year; 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. **Current Fiscal Year Funding**. The Funding Partner agrees to appropriate the amount specified on **Exhibit “A”** attached hereto (the “**Appropriated Amount**”) to LYNX for the Fiscal Year for the provision of Public Transportation within the Service Area. “**Service Area**” means generally the geographic area or the Fixed-Route Service, as the case may be, described and set forth in **Exhibit “B”** attached hereto. 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 (a) October 1, 2011 or (b) 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.

3. **Other Provisions.** All other provisions contained within the Prior Fiscal Year Funding Agreement shall remain in full force and effect unless duly changed through a written amendment executed by the parties.

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 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.

AKERMAN SENTERFITT,
Counsel for LYNX

By: _____
Patrick T. Christiansen, Esq.

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

Date: _____

SIGNATURE PAGE FOR FUNDING PARTNER

ATTEST:

By: _____
Clerk to the Board of County
Commissioners of Seminole County,
Florida

For the use and reliance of Seminole
County only.

Approved as to form and legal sufficiency.

County Attorney

FUNDING PARTNER:

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

By: _____

Date: _____

As authorized for execution by the Board of
County Commissioners at their _____,
2011 regular meeting.

Exhibit "A"

Description of APPROPRIATED AMOUNT

October 2011 through September 2012

\$ 4,083,948

Exhibit A Seminole County Transit Service Costs For FY 2012	
<i>Net Fixed Route Operating Costs</i>	<i>Cost</i>
Link 1	\$ 45,256
Link 23	89,100
Link 34	128,175
Link 41	561,230
Link 45	128,936
Link 46	207,644
Link 102	197,939
Link 103 - Base (30 minute headway)	417,454
Links 103 - 15 minute headway	166,718
Links 103 - extension	159,579
Link 434 - Base service to Oviedo Market	317,067
Link 434 - Extension to UCF	17,268
Subtotal:	\$ 2,436,366
<i>Pick-Up-Line Operating Costs (PUL)</i>	
Link 622	\$ 79,309
Subtotal:	\$ 79,309
<i>Paratransit Services Costs:</i>	
American Disability Act (ADA) Funding	\$1,052,572
Transportation Disadvantage (TD) Funding	503,840
Medicaid	11,861
Subtotal:	\$ 1,568,273
Funding Requested from County	\$ 4,083,948
<i>City Direct Payments to LYNX</i>	
City of Sanford	\$ 93,000
City of Altamonte Springs	120,900
Subtotal:	\$ 213,900
Total County Transit Service Cost	\$ 4,297,848

FY2012 Billing Schedule:	
October 2011	\$ 340,329
November 2011	\$ 340,329
December 2011	\$ 340,329
January 2012	\$ 340,329
February 2012	\$ 340,329
March 2012	\$ 340,329
April 2012	\$ 340,329
May 2012	\$ 340,329
June 2012	\$ 340,329
July 2012	\$ 340,329
August 2012	\$ 340,329
September 2012	\$ 340,329
Annual Funding Request from County	\$ 4,083,948

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

THIS AMENDMENT TO 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**”), 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, the Funding Partner and LYNX entered into an Interlocal Agreement for Public Transit Services dated as of December 9, 2010 (the “**Prior Fiscal Year Funding Agreement**”) pursuant to which the Funding Partner agreed to appropriate funds to LYNX for fiscal year from October 1, 2010 to September 30, 2011 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, 2011; and

WHEREAS, the Funding Partner has budgeted funds for the fiscal year beginning on October 1, 2011 and ending on September 30, 2012 (“**Fiscal Year**”) to support LYNX’s Public Transportation services for such fiscal year; 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. **Current Fiscal Year Funding**. The Funding Partner agrees to appropriate the amount specified on **Exhibit “A”** attached hereto (the “**Appropriated Amount**”) to LYNX for the Fiscal Year for the provision of Public Transportation within the Service Area. “**Service Area**” means generally the geographic area or the Fixed-Route Service, as the case may be, described and set forth in **Exhibit “B”** attached hereto. 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 (a) October 1, 2011 or (b) 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.

3. **Other Provisions.** All other provisions contained within the Prior Fiscal Year Funding Agreement shall remain in full force and effect unless duly changed through a written amendment executed by the parties.

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 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.

AKERMAN SENTERFITT,
Counsel for LYNX

By: _____
Patrick T. Christiansen, Esq.

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

Date: _____

SIGNATURE PAGE FOR FUNDING PARTNER

ATTEST:

FUNDING PARTNER:

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

**BOARD OF COUNTY COMMISSIONERS
OF OSCEOLA COUNTY, FLORIDA**

By: _____

For the use and reliance of Osceola County
only.

Date: _____

Approved as to form and legal sufficiency.

County Attorney

As authorized for execution by the Board of
County Commissioners at their _____,
2011 regular meeting.

Exhibit "A"

Description of APPROPRIATED AMOUNT

October 2011 through September 2012

\$ 4,279,194

Exhibit A Osceola County Transit Service Costs For FY 2012	
<i>Net Fixed Route Operating Costs</i>	<i>Cost</i>
Link 4	\$ 440,195
Link 10	399,795
Link 18	235,998
Link 26	212,012
Link 426	162,871
Link 55	518,788
Link 56	406,976
Link 57	68,759
Subtotal:	\$ 2,445,394
<i>Pick-Up-Line Operating Costs (PUL)</i>	
PUL 601	\$ 75,370
PUL 631	65,849
Subtotal:	\$ 141,219
<i>Paratransit Services Costs:</i>	
American Disability Act (ADA) Funding	\$1,016,354
Transportation Disadvantage (TD) Funding	662,965
Medicaid	13,262
Subtotal:	\$ 1,692,581
Funding Requested from County	\$ 4,279,194
<i>City Direct Payments to LYNX</i>	
City of St. Cloud	\$ 161,999
Subtotal:	\$ 161,999
Total County Transit Service Cost	\$ 4,441,193

Funding Requested from County October 2011 – September 2012	\$4,279,194
FY2012 Billing Schedule:	
October 2011	\$ 356,600
November 2011	\$ 356,600
December 2011	\$ 356,600
January 2012	\$ 356,600
February 2012	\$ 356,600
March 2012	\$ 356,600
April 2012	\$ 356,600
May 2012	\$ 356,600
June 2012	\$ 356,600
July 2012	\$ 356,600
August 2012	\$ 356,600
September 2012	\$ 356,594
Annual Funding Request from County	\$ 4,279,194

ADMENDMENT TO SERVICE FUNDING AGREEMENT

**by and between
LAKE COUNTY, FLORIDA
and
LYNX**

THIS AMENDMENT TO SERVICE FUNDING AGREEMENT (“Agreement”) is made and entered into by and between **LAKE COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose principal address is 315 West Main Street, Suite 421, Tavares, FL 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, the Funding Partner and LYNX entered into an Interlocal Agreement for Public Transit Services dated as of December 9, 2010 (the “**Prior Fiscal Year Funding Agreement**”) pursuant to which the Funding Partner agreed to appropriate funds to LYNX for fiscal year from October 1, 2010 to September 30, 2011 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, 2011; and

WHEREAS, the Funding Partner has budgeted funds for the fiscal year beginning on October 1, 2011 and ending on September 30, 2012 (“**Fiscal Year**”) to support LYNX’s Public Transportation services for such fiscal year; 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. **Current Fiscal Year Funding**. The Funding Partner agrees to appropriate the amount specified on **Exhibit “A”** attached hereto (the “**Appropriated Amount**”) to LYNX for the Fiscal Year for the provision of Public Transportation within the Service Area. “**Service Area**” means generally the geographic area or the Fixed-Route Service, as the case may be, described and set forth in **Exhibit “B”** attached hereto. 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 (a) October 1, 2011 or (b) 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.

3. **Other Provisions.** All other provisions contained within the Prior Fiscal Year Funding Agreement shall remain in full force and effect unless duly changed through a written amendment executed by the parties.

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 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.

AKERMAN SENTERFITT,
Counsel for LYNX

By: _____
Patrick T. Christiansen, Esq.

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

Date: _____

SIGNATURE PAGE FOR FUNDING PARTNER

ATTEST:

By: _____

Neil Kelly, Clerk of the Board of
County Commissioners of Lake County,
Florida

For the use and reliance of Lake County
only.

Approved as to form and legality:
sufficiency.

Sanford A. Minkoff
County Attorney

FUNDING PARTNER:

**BOARD OF COUNTY COMMISSIONERS
OF LAKE COUNTY, FLORIDA**

By: _____
Jennifer Hill, Chairman

This ____ day of _____, 2011.

As authorized for execution by the Board of
County Commissioners at their _____,
2011 Attn: Financial Analyst regular meeting.

Exhibit "A"

Description of APPROPRIATED AMOUNT

October through September	\$ 225,426
----------------------------------	-------------------

Exhibit B - Lake County Transit Service Costs For FY 2012	
<i>Net Fixed Route Operating Costs</i>	<i>Cost</i>
Link 204	\$ 245,432
Link 55	130,141
Subtotal:	\$ 375,574
Less: Estimated Fares	(150,148)
Total County Transit Service Cost	\$ 225,426

FY2012 Billing Schedule:	
October 2011	\$ 18,786
November 2011	18,786
December 2011	18,786
January 2012	18,786
February 2012	18,786
March 2012	18,786
April 2012	18,785
May 2012	18,785
June 2012	18,785
July 2012	18,785
August 2012	18,785
September 2012	18,785
Annual Funding Request from County	\$ 225,426

ADMENDMENT TO SERVICE FUNDING AGREEMENT

by and between

CITY OF ORLANDO, FLORIDA

and

LYNX

THIS AMENDMENT TO 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, the Funding Partner and LYNX entered into an Interlocal Agreement for Public Transit Services dated as of October 27, 2010 (the “**Prior Fiscal Year Funding Agreement**”) pursuant to which the Funding Partner agreed to appropriate funds to LYNX for fiscal year from October 1, 2010 to September 30, 2011 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, 2011; and

WHEREAS, the Funding Partner has budgeted funds for the fiscal year beginning on October 1, 2011 and ending on September 30, 2012 (“**Fiscal Year**”) to support LYNX’s Public Transportation services for such fiscal year; 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. **Current Fiscal Year Funding**. The Funding Partner agrees to appropriate the amount specified on **Exhibit “A”** attached hereto (the “**Appropriated Amount**”) to LYNX for the Fiscal Year for the provision of Public Transportation within the Service Area. “**Service Area**” means generally the geographic area or the Fixed-Route Service, as the case may be, described and set forth in **Exhibit “B”** attached hereto. 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 (a) October 1, 2011 or (b) 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.

3. **Other Provisions.** All other provisions contained within the Prior Fiscal Year Funding Agreement shall remain in full force and effect unless duly changed through a written amendment executed by the parties.

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 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.

AKERMAN SENTERFITT,
Counsel for LYNX

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

Date: _____

By: _____
Patrick T. Christiansen, Esq.

SIGNATURE PAGE FOR FUNDING PARTNER

FUNDING PARTNER:

CITY OF ORLANDO

By: _____

Date: _____

ATTEST:

By: _____
Deputy Clerk

Exhibit "A"

Description of APPROPRIATED AMOUNT

October through September	\$ 3,482,292
----------------------------------	---------------------

Exhibit A City of Orlando Transit Service Costs For FY 2012	
Total City Transit Service Cost	\$ 3,482,292

FY2012 Billing Schedule:	
October 2011	\$ 870,573
January 2012	\$ 870,573
April 2012	\$ 870,573
July 2012	\$ 870,573
Annual Funding Request from City	\$ 3,482,292

ADMENDMENT TO SERVICE FUNDING AGREEMENT
by and between
CITY OF ALTAMONTE SPRINGS, FLORIDA
and
LYNX

THIS AMENDMENT TO 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, the Funding Partner and LYNX entered into an Interlocal Agreement for Public Transit Services dated as of December 9, 2010 (the “**Prior Fiscal Year Funding Agreement**”) pursuant to which the Funding Partner agreed to appropriate funds to LYNX for fiscal year from October 1, 2010 to September 30, 2011 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, 2011; and

WHEREAS, the Funding Partner has budgeted funds for the fiscal year beginning on October 1, 2011 and ending on September 30, 2012 (“**Fiscal Year**”) to support LYNX’s Public Transportation services for such fiscal year; 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. **Current Fiscal Year Funding**. The Funding Partner agrees to appropriate the amount specified on **Exhibit “A”** attached hereto (the “**Appropriated Amount**”) to LYNX for the Fiscal Year for the provision of Public Transportation within the Service Area. “**Service Area**” means generally the geographic area or the Fixed-Route Service, as the case may be, described and set forth in **Exhibit “B”** attached hereto. 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 (a) October 1, 2011 or (b) 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.

3. **Other Provisions.** All other provisions contained within the Prior Fiscal Year Funding Agreement shall remain in full force and effect unless duly changed through a written amendment executed by the parties.

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 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.

AKERMAN SENTERFITT,
Counsel for LYNX

By: _____
Patrick T. Christiansen, Esq.

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

Date: _____

SIGNATURE PAGE FOR FUNDING PARTNER

FUNDING PARTNER:

CITY OF ALTAMONTE SPRINGS

By: _____

Patricia Bates, Mayor

Date: _____

ATTEST:

By:

Deputy Clerk

Exhibit "A"

Description of APPROPRIATED AMOUNT

October through September	\$ 120,900
----------------------------------	-------------------

Exhibit A City of Altamonte Springs Transit Service Costs For FY 2012	
Total City Transit Service Cost	\$ 120,900

FY2012 Billing Schedule:	
October 2011	\$ 30,225
January 2012	\$ 30,225
April 2012	\$ 30,225
July 2012	\$ 30,225
Annual Funding Request from City	\$ 120,900

ADMENDMENT TO SERVICE FUNDING AGREEMENT

by and between

CITY OF SANFORD, FLORIDA

and

LYNX

THIS AMENDMENT TO 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, the Funding Partner and LYNX entered into an Interlocal Agreement for Public Transit Services dated as of December 9, 2010 (the “**Prior Fiscal Year Funding Agreement**”) pursuant to which the Funding Partner agreed to appropriate funds to LYNX for fiscal year from October 1, 2010 to September 30, 2011 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, 2011; and

WHEREAS, the Funding Partner has budgeted funds for the fiscal year beginning on October 1, 2011 and ending on September 30, 2012 (“**Fiscal Year**”) to support LYNX’s Public Transportation services for such fiscal year; 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. **Current Fiscal Year Funding**. The Funding Partner agrees to appropriate the amount specified on **Exhibit “A”** attached hereto (the “**Appropriated Amount**”) to LYNX for the Fiscal Year for the provision of Public Transportation within the Service Area. “**Service Area**” means generally the geographic area or the Fixed-Route Service, as the case may be, described and set forth in **Exhibit “B”** attached hereto. 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 (a) October 1, 2011 or (b) 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.

3. **Other Provisions.** All other provisions contained within the Prior Fiscal Year Funding Agreement shall remain in full force and effect unless duly changed through a written amendment executed by the parties.

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 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.

AKERMAN SENTERFITT,
Counsel for LYNX

By: _____
Patrick T. Christiansen, Esq.

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

Date: _____

SIGNATURE PAGE FOR FUNDING PARTNER

FUNDING PARTNER:

CITY OF SANFORD

By: _____
Jeff Triplett, Mayor

Date: _____

ATTEST:

By: _____
Deputy Clerk

Exhibit "A"

Description of APPROPRIATED AMOUNT

October through September	\$ 93,000
----------------------------------	------------------

Exhibit A City of Sanford Transit Service Costs For FY 2012	
Total City Transit Service Cost	\$ 93,000

FY2012 Billing Schedule:	
October 2011	\$ 7,750
November 2011	\$ 7,750
December 2011	\$ 7,750
January 2012	\$ 7,750
February 2012	\$ 7,750
March 2012	\$ 7,750
April 2012	\$ 7,750
May 2012	\$ 7,750
June 2012	\$ 7,750
July 2012	\$ 7,750
August 2012	\$ 7,750
September 2012	\$ 7,750
Annual Funding Request from City	\$ 93,000

ADMENDMENT TO SERVICE FUNDING AGREEMENT
by and between
CITY OF ST. CLOUD, FLORIDA
and
LYNX

THIS AMENDMENT TO SERVICE FUNDING AGREEMENT (“Agreement”) is made and entered into by and between **City of St. Cloud, Florida**, a charter city and political subdivision of the State of Florida, whose principal address is 1300 9th Street, St. Cloud, Florida 34769 (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, the Funding Partner and LYNX entered into an Interlocal Agreement for Public Transit Services dated as of December 9, 2010 (the “**Prior Fiscal Year Funding Agreement**”) pursuant to which the Funding Partner agreed to appropriate funds to LYNX for fiscal year from October 1, 2010 to September 30, 2011 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, 2011; and

WHEREAS, the Funding Partner has budgeted funds for the fiscal year beginning on October 1, 2011 and ending on September 30, 2012 (“**Fiscal Year**”) to support LYNX’s Public Transportation services for such fiscal year; 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. **Current Fiscal Year Funding**. The Funding Partner agrees to appropriate the amount specified on **Exhibit “A”** attached hereto (the “**Appropriated Amount**”) to LYNX for the Fiscal Year for the provision of Public Transportation within the Service Area. “**Service Area**” means generally the geographic area or the Fixed-Route Service, as the case may be, described and set forth in **Exhibit “B”** attached hereto. 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 (a) October 1, 2011 or (b) 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.

3. **Other Provisions.** All other provisions contained within the Prior Fiscal Year Funding Agreement shall remain in full force and effect unless duly changed through a written amendment executed by the parties.

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 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.

AKERMAN SENTERFITT,
Counsel for LYNX

By: _____
Patrick T. Christiansen, Esq.

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

Date: _____

SIGNATURE PAGE FOR FUNDING PARTNER

FUNDING PARTNER:

CITY OF SAINT CLOUD

By: _____
Rebecca Borders, Mayor

ATTEST:

Date: _____

By:

Linda P. Jaworski, City Clerk

Exhibit "A"

Description of APPROPRIATED AMOUNT

October 2011 through September 2012	\$ 161,999
--	-------------------

Exhibit A City of Saint Cloud Transit Service Costs For FY 2012	
Total City Transit Service Cost	\$ 161,999

FY2012 Billing Schedule:	
October 2011	\$ 13,500
November 2011	\$ 13,500
December 2011	\$ 13,500
January 2012	\$ 13,500
February 2012	\$ 13,500
March 2012	\$ 13,500
April 2012	\$ 13,500
May 2012	\$ 13,500
June 2012	\$ 13,500
July 2012	\$ 13,500
August 2012	\$ 13,500
September 2012	\$ 13,499
Annual Funding Request from City	\$ 161,999

Information Item A: LYNX 12-month Rolling Calendar

To: LYNX Board of Directors

From: Bert Francis
CHIEF FINANCIAL OFFICER
Rich Bannon
(Technical Contact)

Phone: 407.841.2279 ext: 6047

Item Name: LYNX 12-month Rolling Calendar
LYNX 12-month Rolling Calendar

Date: 9/28/2011

November 2011

- Contract #08-C01 Authorization to exercise the second option year with Grovsenor Building Services for Janitorial Services.
- Authorization to issue a Request for Proposal for Temporary Staffing
- Acceptance of the Chief Executive Officer's (CEO) annual appraisal
- Authorization to submit annual certifications
- Authorization to submit annual appropriations grant to FTA
- Authorization to submit grant applications to the FDOT for rural transportation services

December 2011

- No Activity

January 2012

- No Activity

February 2012

- No Activity

March 2012

- Contract #09-C27 Authorization to exercise the first option year with Bolten and Help P.A. for Workers Compensation Legal Services
- Contract #09-C28 Authorization to exercise the first option year with Fisher, Rushmer, Werrenrath, Dickson for General Liability Legal Services
- Contract #09-C29 Authorization to exercise the first option year with Zimmerman, Kiser, Sutcliffe for General Liability Legal Services

April 2012

- Authorization to issue a Request for Proposals for Insurance Brokerage Services

LYNX Board Agenda

May 2012

- Authorization to issue an Invitation for Bid for Landscaping Maintenance Services.
- Authorization to issue an Invitation for Bid for Dyed Ultra Low Sulfur Diesel Fuel
- Authorization to issue an Invitation for Bid for 87 Octane Unleaded Gasoline.

June 2012

- No Activity

July 2012

- No Activity

August 2012

- Contract #10-C23 Authorization to exercise option year one with VPSI for Van Pool Services.

September 2012

- Contract #09-C07 Authorization to exercise the second option year with Data Transfer Solutions for General Planning Consultant.
- Contract #09-C08 Authorization to exercise the second option year with Reynolds Smith & Hill for General Planning Consultant.
- Authorization to issue an Invitation for Bid for Janitorial Services
- Authorization to issue an Invitation for Bid to the Encoding of Fare Cards

October 2012

- No Activity

Monthly Report A: Financial Reports

To: LYNX Board of Directors

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

Phone: 407.841.2279 ext: 6047

Item Name: Monthly Financial Reports - August 31, 2011

Date: 9/28/2011

Please find attached the monthly financial report for the eleven months ending August 31, 2011. LYNX' Balance Sheet and Statement of Revenues, Expenses, and Changes in Net Assets (Operating Statement) for the eleven months ending August 31, 2011 reflect total revenue earned in the amount of \$85,992,659 and total expenses incurred in the amount of \$78,467,759 resulting in a net operating profit of \$4,701,908.

- Fixed route, Vanpool, and Pick-Up Line services resulted in an operating profit of \$7,524,900 for the first eleven months of the fiscal year.
- Paratransit services resulted in an operating loss of \$(2,822,992) for the first eleven months of the fiscal year.

Fixed Route Operations:

The year-to-date Operating Revenues are higher than the budget at 112%. Customer fares are at 121% of the budgeted amount year-to-date, and are 34% above the budget amount for the month of August. LYNX ridership continues to increase into the new fiscal year. Ridership is up by 9.1% year-over-year as of August 31, 2011. If this trend continues, LYNX ridership will reflect a greater increase for the year.

LYNX continues to experience a decline in the Orlando advertising market, resulting from the state of the economy. Current advertising clients continue to not renew their contracts or renew for reduced amounts. As such, LYNX' advertising revenue year-to-date is significantly less than anticipated. Actual revenues through August 2011 for advertising on buses, shelters, and in-kind (trade) transactions are \$740,374, \$49,350 and \$-0-, respectively. The Advertising sales' staff continues to actively seek new clients and work with existing clients to offer an attractive and affordable advertising program.

LYNX is experiencing increases in the price of fuel. We are xx% above the budget as of August 31, 2011 due to higher prices than anticipated. In the month of August, LYNX paid an average net price of \$3.10 (net) per gallon for diesel fuel and \$3.19 (net) per gallon for bio-diesel, which is higher than the budgeted price of \$2.48 (net) and \$2.43 (net), respectively. The national diesel

fuel price for the month of August 2011 was \$3.54 (net), which is an indication of continued increases in the price of fuel for LYNX throughout the year. LYNX staff has recently entered in a fuel hedging arrangement in an attempt to stabilize fuel cost in the future. The LYNX board approved this action in April 2011 and the initial results locked in fifty percent (50%) of LYNX' diesel fuel purchases at slightly less than \$3.17 (net) per gallon. We are currently \$2,116,237 over the budget for the fiscal year.

LYNX' staff proactively seeks ways to maximize operational efficiencies and improve services. As a result, fixed route operating expenses for salaries, wages, and fringe benefits are under budget due to various vacancies, and less vacation and holiday pay than anticipated as of August 31, 2011. In addition, expenses related to materials and supplies, other services, leases, and other miscellaneous expenses are less than budgeted.

Professional services related to various planning projects and the "Public Awareness and Multidiscipline Training", "Fast Track Training", and other training grant programs are also less than anticipated. Casualty and liability insurance expenses are under budget due to the timing of the settlement of several outstanding claims anticipated for the year.

Paratransit Operations:

The operating loss from Paratransit operations is related to the higher trip cost than anticipated for the month of August 2011. Also, TD revenue is less than anticipated for the year. The price of unleaded fuel for the month is higher than the budget and the use of unleaded fuel is higher than anticipated as of August 31, 2011 due to the increase in revenue miles. The fuel is budgeted at a net price of \$2.40 per gallon in the FY2011 budget. LYNX is currently paying \$2.89 (net) per gallon. The national unleaded fuel price for the month of August 2011 was \$3.40 (net). This is an indication of an anticipated increase in the price of fuel for LYNX throughout the year.

Year-to-date purchased transportation costs are higher than the amounts budgeted. Our provider, MV Transportation, is currently providing 1.30 trips per hour. The FY2011 budget reflects 1.30 trips per hour. An analysis follows:

ACCESS LYNX			
FY2011	Trips (Year-to-Date)	Blended Trip Rate	Costs
Actual (with est.)	559,910	\$31.93	\$17,875,181
Budget (rounding)	556,721	\$28.70	\$15,975,748
Excess Trips/Costs	3,189	\$ 3.23	\$ 1,899,433

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY
BALANCE SHEETS
AUGUST 31, 2011 AND 2010
(UNAUDITED)

	<u>2011</u>	<u>2010</u>
ASSETS		
CURRENT ASSETS:		
Cash and cash equivalents	\$ 31,773,936	\$ 26,758,565
Receivables:		
Local, trade and operating assistance	3,538,402	5,094,630
Federal grants	9,214,980	9,160,920
State grants	4,398,194	4,382,378
Inventory	1,662,105	1,843,481
Prepaid expenses and other assets	211,334	206,802
Restricted cash and cash equivalents	<u>1,666,025</u>	<u>1,712,023</u>
Total current assets	<u>52,464,976</u>	<u>49,158,799</u>
NONCURRENT ASSETS:		
Restricted cash and cash equivalents	<u>4,195,063</u>	<u>4,300,368</u>
Property and equipment:		
Land	8,571,465	8,571,465
Buildings and shelters	83,660,965	81,092,788
Revenue vehicles	108,269,228	98,481,767
Furniture, Fixtures & Equipment	21,958,039	21,934,236
Leasehold improvements	<u>-</u>	<u>-</u>
Total property and equipment	222,459,697	210,080,256
Less: accumulated depreciation	(99,762,992)	(90,733,056)
Construction in progress	<u>14,319,704</u>	<u>8,104,929</u>
Net property and equipment	<u>137,016,409</u>	<u>127,452,129</u>
Other assets	<u>-</u>	<u>-</u>
Total noncurrent assets	<u>141,211,472</u>	<u>131,752,497</u>
TOTAL ASSETS	<u>\$ 193,676,448</u>	<u>\$ 180,911,296</u>

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY
BALANCE SHEETS
AUGUST 31, 2011 AND 2010
(UNAUDITED)

	2011	2010
LIABILITIES AND NET ASSETS		
CURRENT LIABILITIES:		
Accounts payable	\$ 6,807,437	\$ 5,819,545
Accrued salaries and related taxes	2,113,252	2,057,264
Accrued compensated absences	3,668,816	3,628,910
Accrued self-insurance liability, current	1,565,304	1,182,254
Leases payable, current	1,130,348	1,087,080
SIB loans payable, current	736,565	928,529
Deferred operating revenue	4,623,213	6,466,050
Deferred capital	1,129,276	1,175,274
Total current liabilities	21,774,211	22,344,906
NONCURRENT LIABILITIES:		
Leases payable, long-term	2,398,722	3,529,070
Loans payable	8,164,796	8,901,362
Accrued self-insurance liability, long-term	3,073,730	3,093,050
Total noncurrent liabilities	13,637,248	15,523,482
Total liabilities	35,411,459	37,868,388
NET ASSETS:		
Invested in capital assets, net of related debt	128,034,211	116,719,915
Restricted	536,750	536,750
Unrestricted	29,694,028	25,786,243
Total net assets	158,264,989	143,042,908
TOTAL LIABILITIES AND NET ASSETS	\$ 193,676,448	\$ 180,911,296

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY
STATEMENT OF REVENUES AND EXPENSES
FOR THE MONTH OF AUGUST 2011 AND THE ELEVEN MONTHS ENDED AUGUST 31, 2011
(UNAUDITED)

	Year to Date			Month of August		
	Budget	Actual	%	Budget	Actual	%
OPERATING REVENUES						
Customer Fares	\$ 19,601,175	\$ 23,788,785	121%	\$ 1,781,925	\$ 2,381,636	134%
Contract Services:						
Local Financial Assistance	7,706,182	7,755,907	101%	700,562	711,905	102%
Other Contractual Services	9,880,441	9,852,122	100%	898,222	1,350,437	150%
Advertising	1,608,750	789,724	49%	146,250	154,891	106%
Other Operating Income	308,792	396,150	128%	28,072	26,133	93%
Total Operating Revenues	<u>39,105,340</u>	<u>42,582,688</u>	109%	<u>3,555,031</u>	<u>4,625,002</u>	130%
NONOPERATING REVENUES						
Operating assistance grants:						
Federal	687,500	687,500	100%	62,500	62,500	100%
State of Florida	7,619,359	7,772,492	102%	692,669	706,079	102%
Local	34,105,368	34,105,360	100%	3,100,488	3,100,487	100%
Planning and other assistance grants:						
Federal - Commuter Rail Project	-	-	0%	-	-	0%
Federal - Other	19,783,896	16,594,976	84%	1,798,536	1,593,882	89%
State of Florida - Commuter Rail Project	-	-	0%	-	-	0%
State of Florida - BRT Circulator Project	-	-	0%	-	-	0%
State of Florida - Other	2,141,183	2,592,210	121%	194,653	180,679	93%
Local Matching - BRT Circulator Project	-	-	0%	-	-	0%
Local Matching - Other	-	-	0%	-	-	0%
Interest Income	137,500	80,088	58%	12,500	5,861	47%
Gain / (Loss) on Sale of Assets	-	(93,639)	N/A	-	-	0%
Total Nonoperating Revenues	<u>64,474,806</u>	<u>61,738,987</u>	96%	<u>5,861,346</u>	<u>5,649,488</u>	96%
Total Revenues	<u>103,580,146</u>	<u>104,321,675</u>	101%	<u>9,416,377</u>	<u>10,274,490</u>	109%
OPERATING EXPENSES						
Salaries and Wages	36,169,463	34,626,324	96%	3,288,133	3,319,864	101%
Fringe Benefits	19,986,670	18,184,857	91%	1,816,970	1,499,699	83%
Purchased Transportation Services	17,537,168	19,101,264	109%	1,594,288	1,672,660	105%
Fuel	11,129,547	13,989,421	126%	1,011,777	1,479,561	146%
Other Materials and Supplies	5,223,217	5,003,102	96%	474,838	451,981	95%
Professional Services	4,208,842	1,420,073	34%	382,622	105,974	28%
Other Services	4,609,319	3,324,896	72%	419,029	309,326	74%
Lease and Miscellaneous Expenses	762,817	618,622	81%	69,347	48,866	70%
Casualty and Liability Insurance	1,900,492	1,318,072	69%	172,772	33,066	19%
Utilities	1,192,202	1,278,455	107%	108,382	124,742	115%
Taxes and Licenses	420,728	481,100	114%	38,248	47,281	124%
Interest Expense	439,681	273,581	62%	39,971	23,365	58%
Total Operating Expenses	<u>103,580,146</u>	<u>99,619,767</u>	96%	<u>9,416,377</u>	<u>9,116,385</u>	97%
OPERATING GAIN / (LOSS)	<u>\$ -</u>	<u>\$ 4,701,908</u>	N/A	<u>\$ -</u>	<u>\$ 1,158,105</u>	N/A

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY
FIXED-ROUTE, VANPOOL AND PICK-UP LINE SEGMENT
STATEMENT OF REVENUES AND EXPENSES
FOR THE MONTH OF AUGUST 2011 AND THE ELEVEN MONTHS ENDED AUGUST 31, 2011
(UNAUDITED)

	Year to Date			Month of August		
	<u>Budget</u>	<u>Actual</u>	<u>%</u>	<u>Budget</u>	<u>Actual</u>	<u>%</u>
OPERATING REVENUES						
Customer Fares	\$ 18,522,328	\$ 22,476,391	121%	\$ 1,683,848	\$ 2,264,211	134%
Contract Services:						
Local Financial Assistance	7,706,182	7,755,907	101%	700,562	711,905	102%
Other Contractual Services	2,103,672	2,543,629	121%	191,243	647,002	338%
Advertising	1,608,750	789,724	49%	146,250	154,891	106%
Other Operating Income	<u>308,792</u>	<u>396,150</u>	128%	<u>28,072</u>	<u>26,133</u>	93%
Total Operating Revenues	<u>30,249,724</u>	<u>33,961,801</u>	112%	<u>2,749,975</u>	<u>3,804,142</u>	138%
NONOPERATING REVENUES						
Operating assistance grants:						
Federal	687,500	687,500	100%	62,500	62,500	100%
State of Florida	7,619,359	7,772,492	102%	692,669	706,079	102%
Local	27,076,753	27,076,745	100%	2,461,523	2,461,522	100%
Planning and other assistance grants:						
Federal - Commuter Rail Project	-	-	0%	-	-	0%
Federal - Other	16,581,741	13,915,462	84%	1,507,431	1,318,705	87%
State of Florida - Commuter Rail Project	-	-	0%	-	-	0%
State of Florida - BRT Circulator Project	-	-	0%	-	-	0%
State of Florida - Other	2,141,183	2,592,210	121%	194,653	180,679	93%
Local Matching - BRT Circulator Project	-	-	0%	-	-	0%
Local Matching - Other	-	-	0%	-	-	0%
Interest Income	137,500	80,088	58%	12,500	5,861	47%
Gain / (Loss) on the Sale of Assets	<u>-</u>	<u>(93,639)</u>	N/A	<u>-</u>	<u>-</u>	0%
Total Nonoperating Revenues	<u>54,244,036</u>	<u>52,030,858</u>	96%	<u>4,931,276</u>	<u>4,735,346</u>	96%
Fund Balance	<u>-</u>	<u>-</u>	0%	<u>-</u>	<u>-</u>	0%
Total Revenues	<u>84,493,760</u>	<u>85,992,659</u>	102%	<u>7,681,251</u>	<u>8,539,488</u>	111%
OPERATING EXPENSES						
Salaries and Wages	35,857,404	34,321,002	96%	3,259,764	3,289,503	101%
Fringe Benefits	19,792,861	18,001,919	91%	1,799,351	1,485,169	83%
Purchased Transportation Services	1,156,254	1,141,625	99%	105,114	103,518	98%
Fuel	9,556,910	11,673,147	122%	868,810	1,229,537	142%
Other Materials and Supplies	5,166,380	4,993,808	97%	469,671	451,011	96%
Professional Services	3,901,304	1,311,279	34%	354,664	94,428	27%
Other Services	4,461,886	3,157,884	71%	405,626	298,155	74%
Lease and Miscellaneous Expenses	748,451	615,025	82%	68,041	46,868	69%
Casualty and Liability Insurance	1,900,492	1,318,072	69%	172,772	33,066	19%
Utilities	1,136,751	1,231,431	108%	103,341	117,753	114%
Taxes and Licenses	375,386	428,986	114%	34,126	41,756	122%
Interest Expense	<u>439,681</u>	<u>273,581</u>	62%	<u>39,971</u>	<u>23,365</u>	58%
Total Operating Expenses	<u>84,493,760</u>	<u>78,467,759</u>	93%	<u>7,681,251</u>	<u>7,214,129</u>	94%
OPERATING GAIN / (LOSS)	<u>\$ -</u>	<u>\$ 7,524,900</u>	N/A	<u>\$ -</u>	<u>\$ 1,325,359</u>	N/A

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY
PARATRANSIT SEGMENT
STATEMENT OF REVENUES AND EXPENSES
FOR THE MONTH OF AUGUST 2011 AND THE ELEVEN MONTHS ENDED AUGUST 31, 2011
(UNAUDITED)

	Year to Date			Month of August		
	Budget	Actual	%	Budget	Actual	%
OPERATING REVENUES						
Customer Fares	\$ 1,078,847	\$ 1,312,394	122%	\$ 98,077	\$ 117,425	120%
Contract Services:						
Local Financial Assistance	-	-	0%	-	-	0%
Other Contractual Services	7,776,769	7,308,493	94%	706,979	703,435	99%
Advertising	-	-	0%	-	-	0%
Other Operating Income	-	-	0%	-	-	0%
Total Operating Revenues	<u>8,855,616</u>	<u>8,620,887</u>	97%	<u>805,056</u>	<u>820,860</u>	102%
NONOPERATING REVENUES						
Operating assistance grants:						
Federal	-	-	0%	-	-	0%
State of Florida	-	-	0%	-	-	0%
Local	7,028,615	7,028,615	100%	638,965	638,965	100%
Planning and other assistance grants:						
Federal - Commuter Rail Project	-	-	0%	-	-	0%
Federal - Other	3,202,155	2,679,514	84%	291,105	275,177	95%
State of Florida - Commuter Rail Project	-	-	0%	-	-	0%
State of Florida - BRT Circulator Project	-	-	0%	-	-	0%
State of Florida - Other	-	-	0%	-	-	0%
Local Matching - BRT Circulator Project	-	-	0%	-	-	0%
Local Matching - Other	-	-	0%	-	-	0%
Interest Income	-	-	0%	-	-	0%
Gain / (Loss) on the Sale of Assets	-	-	0%	-	-	0%
Total Nonoperating Revenues	<u>10,230,770</u>	<u>9,708,129</u>	95%	<u>930,070</u>	<u>914,142</u>	98%
Fund Balance	-	-	0%	-	-	0%
Total Revenues	<u>19,086,386</u>	<u>18,329,016</u>	96%	<u>1,735,126</u>	<u>1,735,002</u>	100%
OPERATING EXPENSES						
Salaries and Wages	312,059	305,322	98%	28,369	30,361	107%
Fringe Benefits	193,809	182,938	94%	17,619	14,530	82%
Purchased Transportation Services	16,380,914	17,959,639	110%	1,489,174	1,569,142	105%
Fuel	1,572,637	2,316,274	147%	142,967	250,024	175%
Other Materials and Supplies	56,837	9,294	16%	5,167	970	19%
Professional Services	307,538	108,794	35%	27,958	11,546	41%
Other Services	147,433	167,012	113%	13,403	11,171	83%
Lease and Miscellaneous Expenses	14,366	3,597	25%	1,306	1,998	153%
Casualty and Liability Insurance	-	-	0%	-	-	0%
Utilities	55,451	47,024	85%	5,041	6,989	139%
Taxes and Licenses	45,342	52,114	115%	4,122	5,525	134%
Interest Expense	-	-	0%	-	-	0%
Total Operating Expenses	<u>19,086,386</u>	<u>21,152,008</u>	111%	<u>1,735,126</u>	<u>1,902,256</u>	110%
OPERATING GAIN / (LOSS)	<u>\$ -</u>	<u>\$ (2,822,992)</u>	N/A	<u>\$ -</u>	<u>\$ (167,254)</u>	N/A

Monthly Report B: Financial Reports

To: LYNX Board of Directors

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

Phone: 407.841.2279 ext: 6047

Item Name: Monthly Financial Reports - July 31, 2011

Date: 9/28/2011

Please find attached the monthly financial report for the ten months ending July 31, 2011. LYNX' Balance Sheet and Statement of Revenues, Expenses, and Changes in Net Assets (Operating Statement) for the ten months ending July 31, 2011 reflect total revenue earned in the amount of \$94,047,185 and total expenses incurred in the amount of \$90,503,382 resulting in a net operating profit of \$3,543,803.

- Fixed route, Vanpool, and Pick-Up Line services resulted in an operating profit of \$6,199,541 for the first ten months of the fiscal year.
- Paratransit services resulted in an operating loss of \$(2,655,738) for the first ten months of the fiscal year.

Fixed Route Operations:

The year-to-date Operating Revenues are higher than the budget at 110%. Customer fares are at 120% of the budgeted amount year-to-date, and are 28% above the budget amount for the month of July. LYNX ridership continues to increase into the new fiscal year. Ridership is up by 10.34% year-over-year for the month. If this trend continues, LYNX ridership will reflect a greater increase for the year.

LYNX continues to experience a decline in the Orlando advertising market, resulting from the state of the economy. Current advertising clients continue to not renew their contracts or renew for reduced amounts. As such, LYNX' advertising revenue year-to-date is significantly less than anticipated. Actual revenues through July 2011 for advertising on buses, shelters, and in-kind (trade) transactions are \$589,958, \$44,875 and \$-0-, respectively. The Advertising sales' staff continues to actively seek new clients and work with existing clients to offer an attractive and affordable advertising program.

LYNX is experiencing increases in the price of fuel. We are 20% above the budget as of July 31, 2011 due to higher prices than anticipated. In the month of July, LYNX paid an average net price of \$3.22 (net) per gallon for diesel fuel and \$3.31 (net) per gallon for bio-diesel, which is higher than the budgeted price of \$2.48 (net) and \$2.43 (net), respectively. The national diesel

fuel price for the month of July 2011 was \$3.58 (net), which is an indication of continued increases in the price of fuel for LYNX throughout the year. LYNX staff has recently entered in a fuel hedging arrangement in an attempt to stabilize fuel cost in the future. The LYNX board approved this action in April 2011 and the initial results locked in fifty percent (50%) of LYNX' diesel fuel purchases at slightly less than \$3.17 (net) per gallon. We are currently \$1,755,510 over the budget for the fiscal year.

LYNX' staff proactively seeks ways to maximize operational efficiencies and improve services. As a result, fixed route operating expenses for salaries, wages, and fringe benefits are under budget due to various vacancies, and less vacation and holiday pay than anticipated as of July 31, 2011. In addition, expenses related to materials and supplies, other services, leases, and other miscellaneous expenses are less than budgeted.

Professional services related to various planning projects and the "Public Awareness and Multidiscipline Training", "Fast Track Training", and other training grant programs are also less than anticipated. Casualty and liability insurance expenses are under budget due to the timing of the settlement of several outstanding claims anticipated for the year.

Paratransit Operations:

The operating loss from Paratransit operations is related to the higher trip cost than anticipated for the month of July 2011. Also, TD revenue is less than anticipated for the year. The price of unleaded fuel for the month is higher than the budget and the use of unleaded fuel is higher than anticipated as of July 31, 2011 due to the increase in revenue miles. The fuel is budgeted at a net price of \$2.40 per gallon in the FY2011 budget. LYNX is currently paying \$3.05 (net) per gallon. The national unleaded fuel price for the month of July 2011 was \$3.41 (net). This is an indication of an anticipated increase in the price of fuel for LYNX throughout the year.

Year-to-date purchased transportation costs are higher than the amounts budgeted. Our provider, MV Transportation, is currently providing 1.30 trips per hour. The FY2011 budget reflects 1.30 trips per hour. An analysis follows:

ACCESS LYNX			
FY2011	Trips (Year-to-Date)	Blended Trip Rate	Costs
Actual (with est.)	505,207	\$32.47	\$16,406,039
Budget (rounding)	506,110	\$28.70	\$14,523,407
Excess Trips/Costs	(903)	\$ 3.77	\$ 1,882,632

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY
BALANCE SHEETS
JULY 31, 2011 AND 2010
(UNAUDITED)

	2011	2010
ASSETS		
CURRENT ASSETS:		
Cash and cash equivalents	\$ 29,835,814	\$ 26,208,627
Receivables:		
Local, trade and operating assistance	6,990,757	5,439,939
Federal grants	7,597,608	8,490,348
State grants	3,246,050	4,975,847
Inventory	1,505,070	1,853,127
Prepaid expenses and other assets	213,567	221,046
Restricted cash and cash equivalents	1,582,268	1,628,266
Total current assets	50,971,134	48,817,200
NONCURRENT ASSETS:		
Restricted cash and cash equivalents	4,195,063	4,300,368
Property and equipment:		
Land	8,571,465	8,571,465
Buildings and shelters	83,227,024	81,092,788
Revenue vehicles	107,757,997	98,481,767
Furniture, Fixtures & Equipment	21,846,952	21,923,071
Leasehold improvements	0	0
Total property and equipment	221,403,438	210,069,091
Less: accumulated depreciation	(98,289,533)	(89,027,945)
Construction in progress	14,150,593	7,826,704
Net property and equipment	137,264,498	128,867,850
Other assets	-	-
Total noncurrent assets	141,459,561	133,168,218
TOTAL ASSETS	\$ 192,430,695	\$ 181,985,418

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY
BALANCE SHEETS
JULY 31, 2011 AND 2010
(UNAUDITED)

	<u>2011</u>	<u>2010</u>
LIABILITIES AND NET ASSETS		
CURRENT LIABILITIES:		
Accounts payable	\$ 6,144,794	\$ 6,009,032
Accrued salaries and related taxes	2,044,306	1,716,193
Accrued compensated absences	3,668,816	3,628,910
Accrued self-insurance liability, current	1,565,304	1,182,254
Leases payable, current	1,119,521	1,076,477
SIB loans payable, current	736,565	2,356,814
Deferred operating revenue	4,824,368	6,432,632
Deferred capital	<u>1,045,518</u>	<u>1,091,516</u>
Total current liabilities	<u>21,149,192</u>	<u>23,493,828</u>
NONCURRENT LIABILITIES:		
Leases payable, long-term	2,685,328	3,804,848
Loans payable	8,164,796	7,473,077
Accrued self-insurance liability, long-term	<u>3,073,730</u>	<u>3,093,050</u>
Total noncurrent liabilities	<u>13,923,854</u>	<u>14,370,975</u>
Total liabilities	<u>35,073,046</u>	<u>37,864,803</u>
NET ASSETS:		
Invested in capital assets, net of related debt	128,284,974	118,169,135
Restricted	536,750	536,750
Unrestricted	<u>28,535,925</u>	<u>25,414,730</u>
Total net assets	<u>157,357,649</u>	<u>144,120,615</u>
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 192,430,695</u>	<u>\$ 181,985,418</u>

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY
STATEMENT OF REVENUES AND EXPENSES
FOR THE MONTH OF JULY 2011 AND THE TEN MONTHS ENDED JULY 31, 2011
(UNAUDITED)

	Year to Date			Month of July		
	Budget	Actual	%	Budget	Actual	%
OPERATING REVENUES						
Customer Fares	\$ 17,819,250	\$ 21,407,149	120%	\$ 1,781,925	\$ 2,271,296	127%
Contract Services:						
Local Financial Assistance	7,005,620	7,044,002	101%	700,562	705,092	101%
Other Contractual Services	8,982,219	8,501,685	95%	898,222	861,844	96%
Advertising	1,462,500	634,833	43%	146,250	78,267	54%
Other Operating Income	280,720	370,017	132%	28,072	20,703	74%
Total Operating Revenues	<u>35,550,309</u>	<u>37,957,686</u>	107%	<u>3,555,031</u>	<u>3,937,202</u>	111%
NONOPERATING REVENUES						
Operating assistance grants:						
Federal	625,000	625,000	100%	62,500	62,500	100%
State of Florida	6,926,690	7,066,413	102%	692,669	706,079	102%
Local	31,004,880	31,004,873	100%	3,100,488	3,100,487	100%
Planning and other assistance grants:						
Federal - Commuter Rail Project	-	-	0%	-	-	0%
Federal - Other	17,985,360	15,001,094	83%	1,798,536	1,533,517	85%
State of Florida - Commuter Rail Project	-	-	0%	-	-	0%
State of Florida - BRT Circulator Project	-	-	0%	-	-	0%
State of Florida - Other	1,946,530	2,411,531	124%	194,653	177,672	91%
Local Matching - BRT Circulator Project	-	-	0%	-	-	0%
Local Matching - Other	-	-	0%	-	-	0%
Interest Income	125,000	74,227	59%	12,500	5,966	48%
Gain / (Loss) on Sale of Assets	-	(93,639)	N/A	-	(525)	N/A
Total Nonoperating Revenues	<u>58,613,460</u>	<u>56,089,499</u>	96%	<u>5,861,346</u>	<u>5,585,696</u>	95%
Total Revenues	<u>94,163,769</u>	<u>94,047,185</u>	100%	<u>9,416,377</u>	<u>9,522,898</u>	101%
OPERATING EXPENSES						
Salaries and Wages	32,881,330	31,306,460	95%	3,288,133	3,114,342	95%
Fringe Benefits	18,169,700	16,685,158	92%	1,816,970	1,822,577	100%
Purchased Transportation Services	15,942,880	17,428,604	109%	1,594,288	1,784,143	112%
Fuel	10,117,770	12,509,860	124%	1,011,777	1,557,325	154%
Other Materials and Supplies	4,748,379	4,551,121	96%	474,838	522,808	110%
Professional Services	3,826,220	1,314,099	34%	382,622	87,904	23%
Other Services	4,190,290	3,015,570	72%	419,029	242,090	58%
Lease and Miscellaneous Expenses	693,470	569,756	82%	69,347	51,670	75%
Casualty and Liability Insurance	1,727,720	1,285,006	74%	172,772	63,286	37%
Utilities	1,083,820	1,153,713	106%	108,382	118,629	109%
Taxes and Licenses	382,480	433,819	113%	38,248	45,672	119%
Interest Expense	399,710	250,216	63%	39,971	23,818	60%
Total Operating Expenses	<u>94,163,769</u>	<u>90,503,382</u>	96%	<u>9,416,377</u>	<u>9,434,264</u>	100%
OPERATING GAIN / (LOSS)	<u>\$ -</u>	<u>\$ 3,543,803</u>	N/A	<u>\$ -</u>	<u>\$ 88,634</u>	N/A

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY
FIXED-ROUTE, VANPOOL AND PICK-UP LINE SEGMENT
STATEMENT OF REVENUES AND EXPENSES
FOR THE MONTH OF JULY 2011 AND THE TEN MONTHS ENDED JULY 31, 2011
(UNAUDITED)

	Year to Date			Month of July		
	Budget	Actual	%	Budget	Actual	%
OPERATING REVENUES						
Customer Fares	\$ 16,838,480	\$ 20,212,180	120%	\$ 1,683,848	\$ 2,152,175	128%
Contract Services:						
Local Financial Assistance	7,005,620	7,044,002	101%	700,562	705,092	101%
Other Contractual Services	1,912,429	1,896,627	99%	191,243	171,926	90%
Advertising	1,462,500	634,833	43%	146,250	78,267	54%
Other Operating Income	280,720	370,017	132%	28,072	20,703	74%
Total Operating Revenues	27,499,749	30,157,659	110%	2,749,975	3,128,163	114%
NONOPERATING REVENUES						
Operating assistance grants:						
Federal	625,000	625,000	100%	62,500	62,500	100%
State of Florida	6,926,690	7,066,413	102%	692,669	706,079	102%
Local	24,615,230	24,615,223	100%	2,461,523	2,461,522	100%
Planning and other assistance grants:						
Federal - Commuter Rail Project	-	-	0%	-	-	0%
Federal - Other	15,074,310	12,596,757	84%	1,507,431	1,258,340	83%
State of Florida - Commuter Rail Project	-	-	0%	-	-	0%
State of Florida - BRT Circulator Project	-	-	0%	-	-	0%
State of Florida - Other	1,946,530	2,411,531	124%	194,653	177,672	91%
Local Matching - BRT Circulator Project	-	-	0%	-	-	0%
Local Matching - Other	-	-	0%	-	-	0%
Interest Income	125,000	74,227	59%	12,500	5,966	48%
Gain / (Loss) on the Sale of Assets	-	(93,639)	N/A	-	(525)	N/A
Total Nonoperating Revenues	49,312,760	47,295,512	96%	4,931,276	4,671,554	95%
Fund Balance	-	-	0%	-	-	0%
Total Revenues	76,812,509	77,453,171	101%	7,681,251	7,799,717	102%
OPERATING EXPENSES						
Salaries and Wages	32,597,640	31,031,499	95%	3,259,764	3,092,318	95%
Fringe Benefits	17,993,510	16,516,750	92%	1,799,351	1,799,937	100%
Purchased Transportation Services	1,051,140	1,038,107	99%	105,114	95,326	91%
Fuel	8,688,100	10,443,610	120%	868,810	1,299,690	150%
Other Materials and Supplies	4,696,709	4,542,797	97%	469,671	522,808	111%
Professional Services	3,546,640	1,216,851	34%	354,664	76,099	21%
Other Services	4,056,260	2,859,729	71%	405,626	242,090	60%
Lease and Miscellaneous Expenses	680,410	568,157	84%	68,041	51,265	75%
Casualty and Liability Insurance	1,727,720	1,285,006	74%	172,772	63,286	37%
Utilities	1,033,410	1,113,678	108%	103,341	116,344	113%
Taxes and Licenses	341,260	387,230	113%	34,126	40,223	118%
Interest Expense	399,710	250,216	63%	39,971	23,818	60%
Total Operating Expenses	76,812,509	71,253,630	93%	7,681,251	7,423,204	97%
OPERATING GAIN / (LOSS)	\$ 0	\$ 6,199,541	N/A	\$ 0	\$ 376,513	N/A

**CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY
PARATRANSIT SEGMENT
STATEMENT OF REVENUES AND EXPENSES
FOR THE MONTH OF JULY 2011 AND THE TEN MONTHS ENDED JULY 31, 2011
(UNAUDITED)**

	Year to Date			Month of July		
	Budget	Actual	%	Budget	Actual	%
OPERATING REVENUES						
Customer Fares	\$ 980,770	\$ 1,194,969	122%	\$ 98,077	\$ 119,121	121%
Contract Services:						
Local Financial Assistance	-	-	0%	-	-	0%
Other Contractual Services	7,069,790	6,605,058	93%	706,979	689,918	98%
Advertising	-	-	0%	-	-	0%
Other Operating Income	-	-	0%	-	-	0%
Total Operating Revenues	<u>8,050,560</u>	<u>7,800,027</u>	97%	<u>805,056</u>	<u>809,039</u>	100%
NONOPERATING REVENUES						
Operating assistance grants:						
Federal	-	-	0%	-	-	0%
State of Florida	-	-	0%	-	-	0%
Local	6,389,650	6,389,650	100%	638,965	638,965	100%
Planning and other assistance grants:						
Federal - Commuter Rail Project	-	-	0%	-	-	0%
Federal - Other	2,911,050	2,404,337	83%	291,105	275,177	95%
State of Florida - Commuter Rail Project	-	-	0%	-	-	0%
State of Florida - BRT Circulator Project	-	-	0%	-	-	0%
State of Florida - Other	-	-	0%	-	-	0%
Local Matching - BRT Circulator Project	-	-	0%	-	-	0%
Local Matching - Other	-	-	0%	-	-	0%
Interest Income	-	-	0%	-	-	0%
Gain / (Loss) on the Sale of Assets	-	-	0%	-	-	0%
Total Nonoperating Revenues	<u>9,300,700</u>	<u>8,793,987</u>	95%	<u>930,070</u>	<u>914,142</u>	98%
Fund Balance	-	-	0%	-	-	0%
Total Revenues	<u>17,351,260</u>	<u>16,594,014</u>	96%	<u>1,735,126</u>	<u>1,723,181</u>	99%
OPERATING EXPENSES						
Salaries and Wages	283,690	274,961	97%	28,369	22,024	78%
Fringe Benefits	176,190	168,408	96%	17,619	22,640	128%
Purchased Transportation Services	14,891,740	16,390,497	110%	1,489,174	1,688,817	113%
Fuel	1,429,670	2,066,250	145%	142,967	257,635	180%
Other Materials and Supplies	51,670	8,324	16%	5,167	-	N/A
Professional Services	279,580	97,248	35%	27,958	11,805	42%
Other Services	134,030	155,841	116%	13,403	-	N/A
Lease and Miscellaneous Expenses	13,060	1,599	12%	1,306	405	31%
Casualty and Liability Insurance	-	-	0%	-	-	0%
Utilities	50,410	40,035	79%	5,041	2,285	45%
Taxes and Licenses	41,220	46,589	113%	4,122	5,449	132%
Interest Expense	-	-	0%	-	-	0%
Total Operating Expenses	<u>17,351,260</u>	<u>19,249,752</u>	111%	<u>1,735,126</u>	<u>2,011,060</u>	116%
OPERATING GAIN / (LOSS)	<u>\$ 0</u>	<u>\$ (2,655,738)</u>	N/A	<u>\$ 0</u>	<u>\$ (287,879)</u>	N/A

Monthly Report C: LYNX American Recovery and Reinvestment Act Project Status Report

To: LYNX Board of Directors

From: Edward Johnson
CHIEF ADMINISTRATIVE OFFICER
Rudolph Walter
(Technical Contact)

Phone: 407.841.2279 ext: 6058

Item Name: LYNX American Recovery and Reinvestment Act Project Status Report

Date: 9/28/2011

LYNX received over \$31.5 million in a 2009 American Recovery and Reinvestment Act Grant. Of the 19 projects approved in this grant, five are substantially completed and the majority of the remaining projects are well underway. As of July 31, 2011, LYNX has encumbered \$23,616,631 or 75% of the award. A total of \$21,475,214, or 68.1% of the work has been completed and paid out. Individual projects currently underway include adding 300 shelters throughout the service area, lighting and energy efficiency improvements at Lynx Central Station (LCS), improvements at LOC and acquisition of six circulator vehicles. The LOC Emergency Generators/Paint Booth/Building Upgrades project continues to progress and remains ahead of schedule. The generators and paint booth have been installed.

LYNX has requested FTA approval of Internal Budget Revisions 1-3 to use actual and anticipated savings from substantially complete ARRA projects to supplement a gap in funding for other ARRA projects including construction engineering and inspection services for the LYNX Operations Center building upgrades.

A complete list of projects and the status of each, as of July 31, 2011, can be found on the attached table. The stages of completion being reported include Out-to-Bid, Under Contract, Underway and Completed categories. Also included is the amount of ARRA funds paid out to date, number of jobs created/retained and the associated hours worked and payroll.

FTA will meet with LYNX staff on September 28, 2011 to review ARRA projects status and to discuss strategies for use of Savings. At this time LYNX anticipates having approximately \$1.5M in Savings.

LYNX submitted the quarterly 1512 report to the FTA on July 8, 2011 and the Milestone Progress Review report on July 29, 2011. The next quarterly report is due October 10, 2011 for the quarter ending September 30.



LYNX



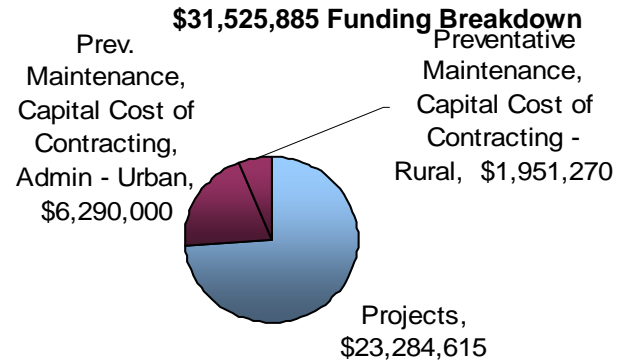
American Recovery & Reinvestment Act (ARRA)

TOTAL AWARDED: \$31,525,885

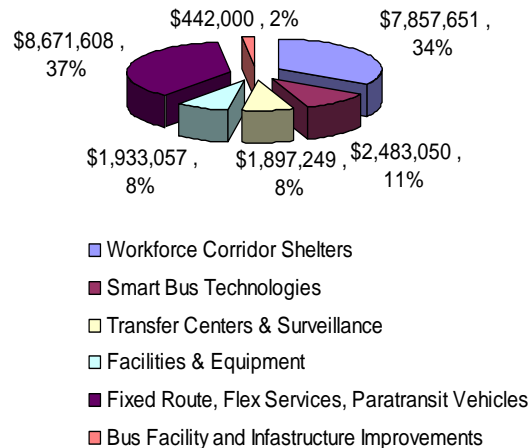
July 2011 STATUS

LYNX & LYNX Contractors using ARRA Funding:

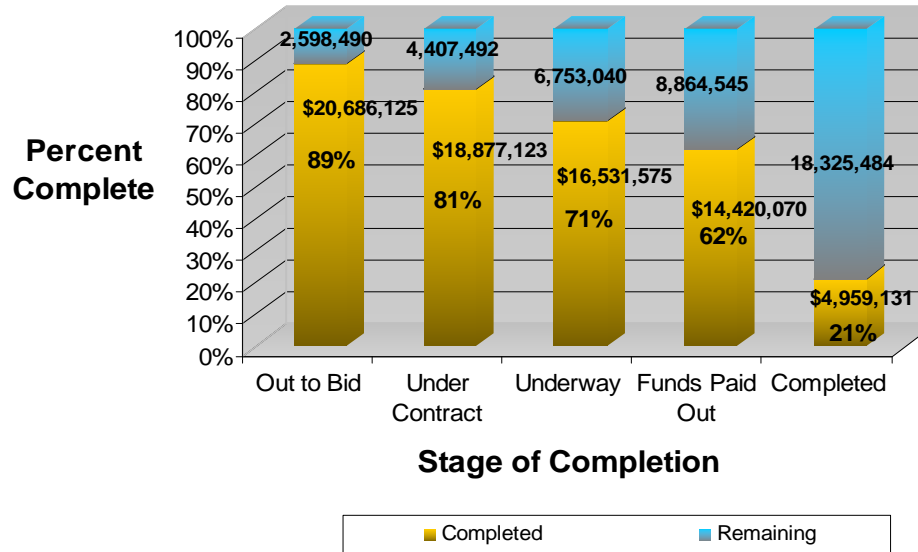
Total ARRA Funds Paid Out (Urban & Rural): \$21,475,214
 Number of Direct On-Project Jobs Created/Retained = 987
 Number of Job Hours Created/Retained = 393,345
 Payroll for Job Hours Created/Retained = \$8,416,649



Approved Projects = \$23,284,615



Recovery Act Funds Associated With Projects (\$23,284,615)



Note: The above Progress Chart reflects Cumulative, Per-Project Amounts (not per-contract amounts). Completed amounts shown in each subsequent stage are first shown in the previous stage (for example, in order for a project to be "Underway" it is also "Out to Bid" and "Under Contract").



LYNX
AMERICAN RECOVERY & REINVESTMENT ACT (ARRA)
TRANSPORTATION & INFRASTRUCTURE COMMITTEE REPORT
DATA REPORTED THROUGH July 31, 2011



PROJECT	Recovery Act Funds Allocated	Recovery Act Funds Obligated	Recovery Act Funds Paid Out	Number of Projects Put Out to Bid	Funds Associated with Projects Put Out to Bid	Number of Projects Under Contract	Funds Associated with Projects Under Contract	Number of Projects in which Work Has Begun	Funds Associated with Projects in which Work Has Begun	Number of Completed Projects	Funds Associated with Completed Projects	Direct, On-Project Jobs Created or Sustained	Total Job Hours Created or Sustained	Total Payroll of Job Hours Created or Sustained
Emergency Generators	872,770	370,792	198,663	1	872,770	1	434,132	1	434,132	-	-	43	3,702	32,897
Roller Brake Dynamometer	175,000	92,745	92,745	1	175,000	1	92,745	1	92,745	1	92,745	1	417	12,295
Paint Booth	225,523	63,340	48,356	1	225,523	1	384,670	1	384,670	-	-	-	-	-
Parking Lot Improvements- LOC	400,000	492,347	421,739	1	400,000	1	435,512	1	435,512	-	-	33	978	36,097
Elect/Mech Improvements	259,764	333,849	327,835	1	259,764	1	6,014	1	6,014	-	-	53	4,027	64,549
Bus Shelters (Counties & City)	7,857,651	5,632,532	5,221,653	1	7,857,650	1	7,857,621	1	5,632,532	-	-	545	45,972	1,177,093
Fare Payment System Upgrade	937,710	-	-	-	-	-	-	-	-	-	-	-	-	-
Bus Surveillance/Cameras	1,545,340	1,246,083	-	1	1,545,340	1	1,246,083	1	1,246,083	-	-	25	2,203	43,013
Kissimmee Transfer Ctr Design	200,000	-	-	1	200,000	1	200,000	-	-	-	-	-	-	-
Rosemont Transfer Center	416,083	87,869	4,550	1	8,327	1	8,327	1	87,869	-	-	11	92	3,081
West Oaks Transfer Center	416,083	36,996	10,327	1	15,987	1	36,996	1	36,996	-	-	1	-	-
Sanford Transfer Center	416,083	12,156	5,299	1	12,156	1	12,156	1	12,156	-	-	-	-	-
Integrate CCTV System	449,000	-	-	-	-	-	-	-	-	-	-	-	-	-
LYMMO Buses	5,000,000	4,608,617	4,590,437	1	5,000,000	1	4,590,437	1	4,590,437	1	4,590,437	4	8,000	520,496
Circulator Vehicles	451,608	-	-	1	451,608	-	-	-	-	-	-	-	-	-
Paratransit Vehicles	3,220,000	3,286,208	3,213,175	1	3,220,000	1	3,286,208	1	3,286,208	-	-	76	54,720	524,050
Energy Eff Lighting Upgrade	125,000	10,272	6,141	1	125,000	1	10,272	1	10,272	-	-	13	47	2,171
Energy Eff/Sec Window Film	192,000	151,711	151,711	1	192,000	1	151,711	1	151,711	1	151,711	4	200	15,150
Duct Disinfecting System	125,000	124,238	124,238	1	125,000	1	124,238	1	124,238	1	124,238	-	-	-
LYNX PROJECTS	23,284,615	16,549,755	14,416,870	17	20,686,125	16	18,877,123	15	16,531,575	4	4,959,131	809	120,356	2,430,891
Urban Preventative Maint	4,890,000	4,075,000	4,075,000	1	4,890,000	1	4,075,000	1	4,075,000	-	-	118	173,794	3,784,488
Urban Cap Cost of Contracting	1,000,000	777,777	777,777	1	1,000,000	1	777,777	1	777,777	-	-	-	-	-
Project Administration	400,000	262,829	251,097	1	400,000	1	262,829	1	262,829	-	-	5	7,249	250,001
SUBTOTAL Urban Grant	29,574,615	21,665,361	19,520,744	20	26,976,125	19	23,992,729	18	21,647,181	4	4,959,131	932	301,399	6,465,379
*Rural Preventative Maint	534,468	1,951,270	1,951,270	-	-	-	-	-	-	-	-	55	91,946	1,951,270
Rural Cap Cost of Contracting	1,416,802	-	-	-	-	-	-	-	-	-	-	-	-	-
SUBTOTAL Rural Grant	1,951,270	1,951,270	1,951,270	-	-	-	-	-	-	-	-	55	91,946	1,951,270
TOTALS	31,525,885	23,616,631	21,472,014	20	26,976,125	19	23,992,729	18	21,647,181	4	4,959,131	987	393,345	8,416,649

Monthly Report D: Ridership Report

To: LYNX Board of Directors

From: Edward Johnson
 CHIEF ADMINISTRATIVE OFFICER
 Rudolph Walter
 (Technical Contact)

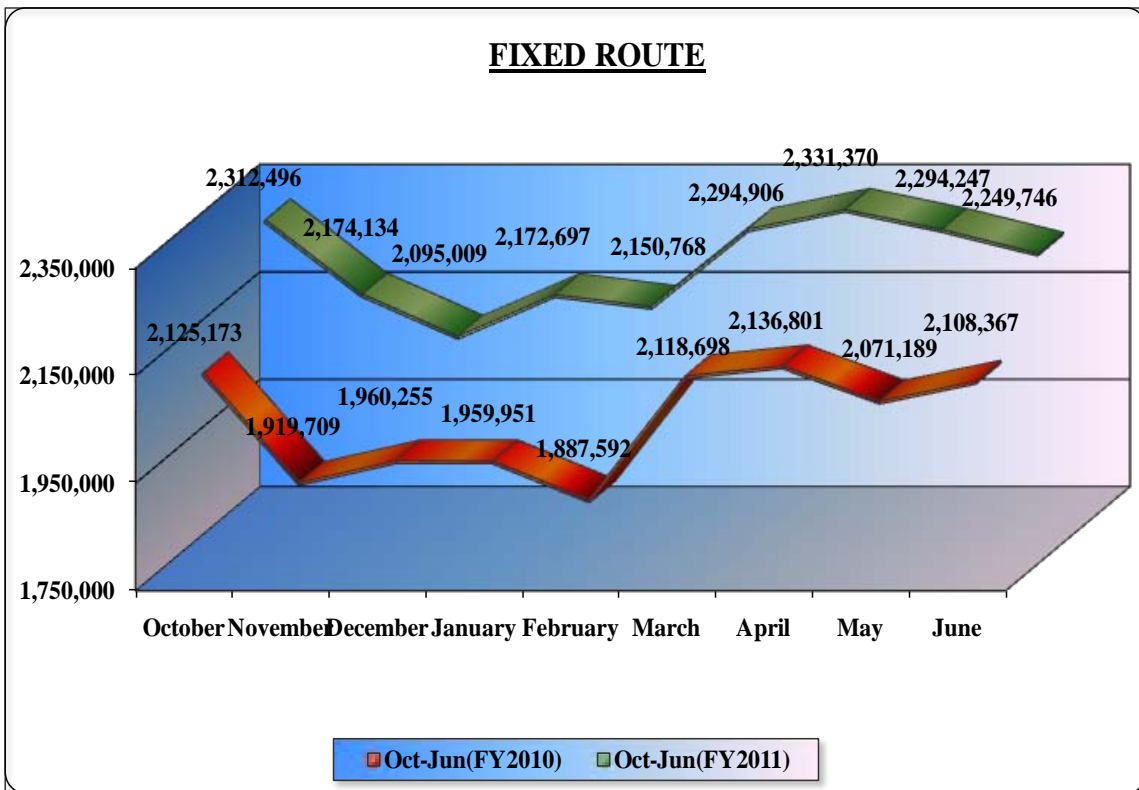
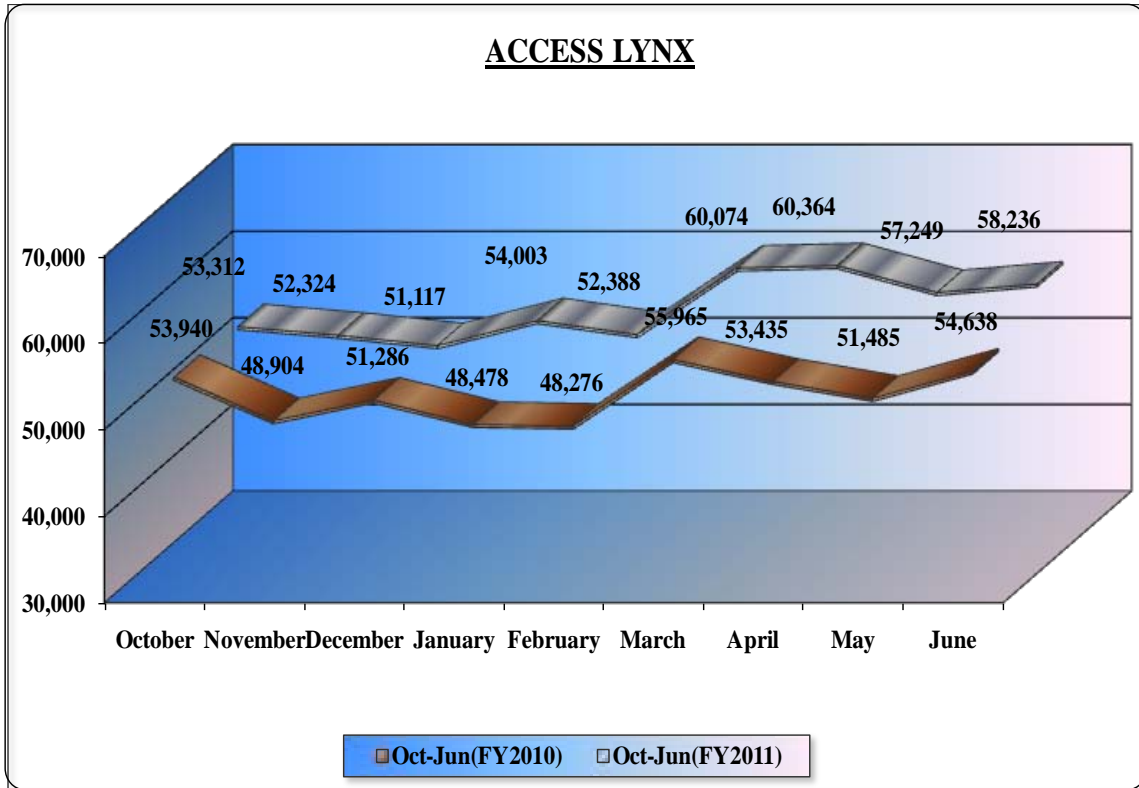
Phone: 407.841.2279 ext: 6058

Item Name: Ridership Report for June, July & Draft August 2011

Date: 9/28/2011

Year to date (October - June) Final

<i>Service Mode</i>	<i>Oct-Jun(FY2010)</i>	<i>Oct-Jun(FY2011)</i>	<i>% Change</i>
LYMMO	890,124	772,142	-13.25%
Fixed Route	17,306,698	19,195,944	10.92%
Pick Up Line	90,913	107,287	18.01%
SUBTOTAL - FIXED ROUTE	18,287,735	20,075,373	9.78%
Special Shuttles	36,950	37,236	0.77%
ACCESS LYNX	466,407	499,067	7.00%
Van Pool	140,232	152,258	8.58%
SUBTOTAL - OTHER SERVICES	643,589	688,561	6.99%
TOTAL ALL SERVICES	18,931,324	20,763,934	9.68%



Average Daily Ridership by Mode

<i>Service Mode</i>	<i>Day</i>	<i>June-10</i>	<i>June-11</i>	<i>% Change</i>
LYMMO	Weekday	3,971	3,324	-16.29%
	Saturday	1,853	1,441	-22.24%
	Sunday	780	1,115	42.87%
All Other Links	Weekday	75,697	81,191	7.26%
	Saturday	52,981	57,438	8.41%
	Sunday	30,747	34,594	12.51%
Total Fixed Route	Weekday	79,668	84,515	6.08%
	Saturday	54,834	58,878	7.38%
	Sunday	31,527	35,708	13.26%
ACCESS LYNX	Weekday	2,569	2,887	12.35%
	Saturday	1,113	1,299	16.69%
	Sunday	328	403	22.85%
Pick Up Line	Weekday	422	500	18.36%
	Saturday	236	272	15.03%
Van Pool	Weekday	694	799	15.15%
	Saturday	104	125	20.43%
	Sunday	91	121	32.69%
TOTAL LYNX SERVICES	Weekday	83,354	88,701	6.41%
	Saturday	56,287	60,574	7.62%
	Sunday	31,946	36,232	13.42%

The following new links began service in December 2010:

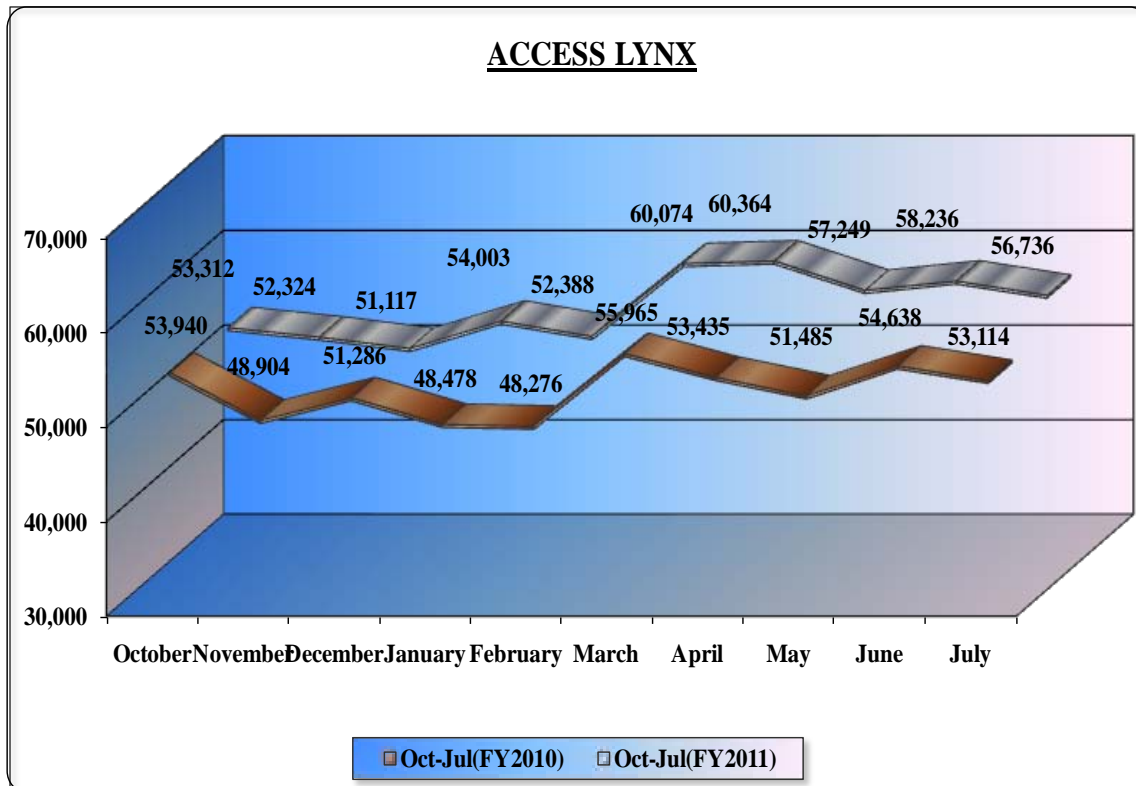
Link 613 – Pine Hills Pick Up Line

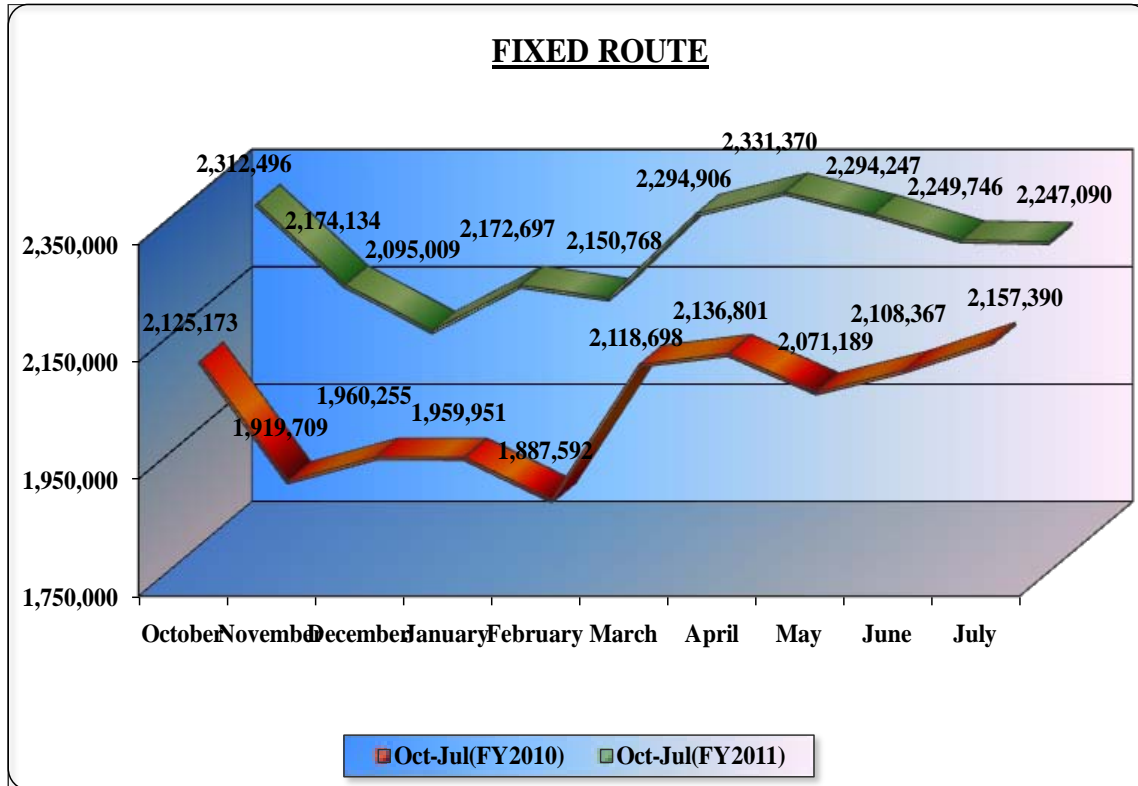
LYNX Monthly Ridership

Fiscal Year 2011													
<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>TOTAL YEAR</i>
LYMMO	102,397	103,140	84,775	79,809	72,642	82,411	82,094	81,526	83,348				772,142
Fixed Route	2,198,468	2,060,142	1,998,905	2,081,077	2,066,081	2,199,619	2,236,690	2,200,645	2,154,317				19,195,944
Pick Up Line	11,631	10,852	11,329	11,811	12,045	12,876	12,586	12,076	12,081				107,287
SUBTOTAL - FIXED ROUTE	2,312,496	2,174,134	2,095,009	2,172,697	2,150,768	2,294,906	2,331,370	2,294,247	2,249,746				20,075,373
Special Shuttles	13	7,370	8,696	21,048	-	-	51	45	13				37,236
ACCESS LYNX	53,312	52,324	51,117	54,003	52,388	60,074	60,364	57,249	62,766				503,597
Van Pool	16,444	15,598	14,658	17,138	15,906	18,527	17,075	18,340	18,568				152,254
SUBTOTAL - OTHER SERVICES	69,769	75,292	74,471	92,189	68,294	78,601	77,490	75,634	81,347				693,087
TOTAL ALL SERVICES	2,382,265	2,249,426	2,169,480	2,264,886	2,219,062	2,373,507	2,408,860	2,369,881	2,331,093				20,768,460
% Change From Fiscal Year 2010 To Fiscal Year 2011													
<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>TOTAL YEAR</i>
LYMMO	-2.9%	17.8%	-5.5%	-18.6%	-11.6%	-24.1%	-28.3%	-23.3%	-14.9%				-13.3%
Fixed Route	9.3%	12.9%	7.4%	12.4%	15.1%	10.1%	11.3%	12.6%	7.7%				10.9%
Pick Up Line	30.9%	39.2%	20.3%	15.2%	15.8%	6.4%	5.0%	22.8%	18.0%				18.0%
SUBTOTAL - FIXED ROUTE	8.8%	13.3%	6.9%	10.9%	13.9%	8.3%	9.1%	10.8%	6.7%				9.8%
Special Shuttles	-80.0%	12.7%	4.8%	-2.7%	-100.0%	-100.0%	21.4%	-83.5%	1200.0%				0.8%
ACCESS LYNX	-1.2%	7.0%	-0.3%	11.4%	8.5%	7.3%	13.0%	11.2%	14.9%				8.0%
Van Pool	5.5%	8.3%	0.3%	9.4%	3.4%	6.9%	5.9%	21.6%	15.7%				8.6%
SUBTOTAL - OTHER SERVICES	0.3%	7.8%	0.4%	7.5%	7.1%	7.2%	11.3%	13.2%	15.1%				7.7%
TOTAL ALL SERVICES	8.5%	13.1%	6.6%	10.7%	13.7%	8.3%	9.2%	10.8%	7.0%				9.7%
Fiscal Year 2010													
<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>TOTAL YEAR</i>
LYMMO	105,428	87,542	89,711	98,032	82,188	108,593	114,484	106,254	97,892	101,257	98,219	91,112	1,180,712
Fixed Route	2,010,859	1,824,370	1,861,130	1,851,665	1,795,001	1,998,005	2,010,326	1,955,101	2,000,241	2,046,036	2,097,742	2,112,484	23,562,960
Pick Up Line	8,886	7,797	9,414	10,254	10,403	12,100	11,991	9,834	10,234	10,097	10,308	11,298	122,616
SUBTOTAL - FIXED ROUTE	2,125,173	1,919,709	1,960,255	1,959,951	1,887,592	2,118,698	2,136,801	2,071,189	2,108,367	2,157,390	2,206,269	2,214,894	24,866,288
Special Shuttles	65	6,538	8,301	21,632	82	16	42	273	1	0	45	37	37,032
ACCESS LYNX	53,940	48,904	51,286	48,478	48,276	55,965	53,435	51,485	54,638	53,114	54,310	53,154	626,985
Van Pool	15,584	14,398	14,610	15,669	15,388	17,326	16,125	15,078	16,054	15,926	16,628	16,806	189,592
SUBTOTAL - OTHER SERVICES	69,589	69,840	74,197	85,779	63,746	73,307	69,602	66,836	70,693	69,040	70,983	69,997	853,609
TOTAL ALL SERVICES	2,194,762	1,989,549	2,034,452	2,045,730	1,951,338	2,192,005	2,206,403	2,138,025	2,179,060	2,226,430	2,277,252	2,284,891	25,719,897

Year to date (October - July) Final

<i>Service Mode</i>	<i>Oct-Jul(FY2010)</i>	<i>Oct-Jul(FY2011)</i>	<i>% Change</i>
LYMMO	991,381	850,678	-14.19%
Fixed Route	19,352,734	21,353,640	10.34%
Pick Up Line	101,010	118,145	16.96%
SUBTOTAL - FIXED ROUTE	20,445,125	22,322,463	9.18%
Special Shuttles	36,950	37,236	0.77%
ACCESS LYNX	519,521	555,803	6.98%
Van Pool	156,158	168,930	8.18%
SUBTOTAL - OTHER SERVICES	712,629	761,969	6.92%
TOTAL ALL SERVICES	21,157,754	23,084,432	9.11%





Average Daily Ridership by Mode

<i>Service Mode</i>	<i>Day</i>	<i>July-10</i>	<i>July-11</i>	<i>% Change</i>
LYMMO	Weekday	3,969	3,230	-18.62%
	Saturday	1,997	1,352	-32.32%
	Sunday	987	1,195	21.12%
All Other Links	Weekday	74,878	81,906	9.39%
	Saturday	53,878	60,587	12.45%
	Sunday	32,332	36,058	11.53%
Total Fixed Route	Weekday	78,848	85,136	7.98%
	Saturday	55,875	61,938	10.85%
	Sunday	33,318	37,253	11.81%
ACCESS LYNX	Weekday	2,544	2,692	5.81%
	Saturday	1,068	1,584	48.37%
	Sunday	355	406	14.31%
Pick Up Line	Weekday	411	473	15.17%
	Saturday	202	280	38.51%
Van Pool	Weekday	684	736	7.53%
	Saturday	86	119	38.60%
	Sunday	112	126	12.65%
TOTAL LYNX SERVICES	Weekday	82,487	89,037	7.94%
	Saturday	57,231	63,922	11.69%
	Sunday	33,785	37,784	11.84%

The following new links began service in December 2010:

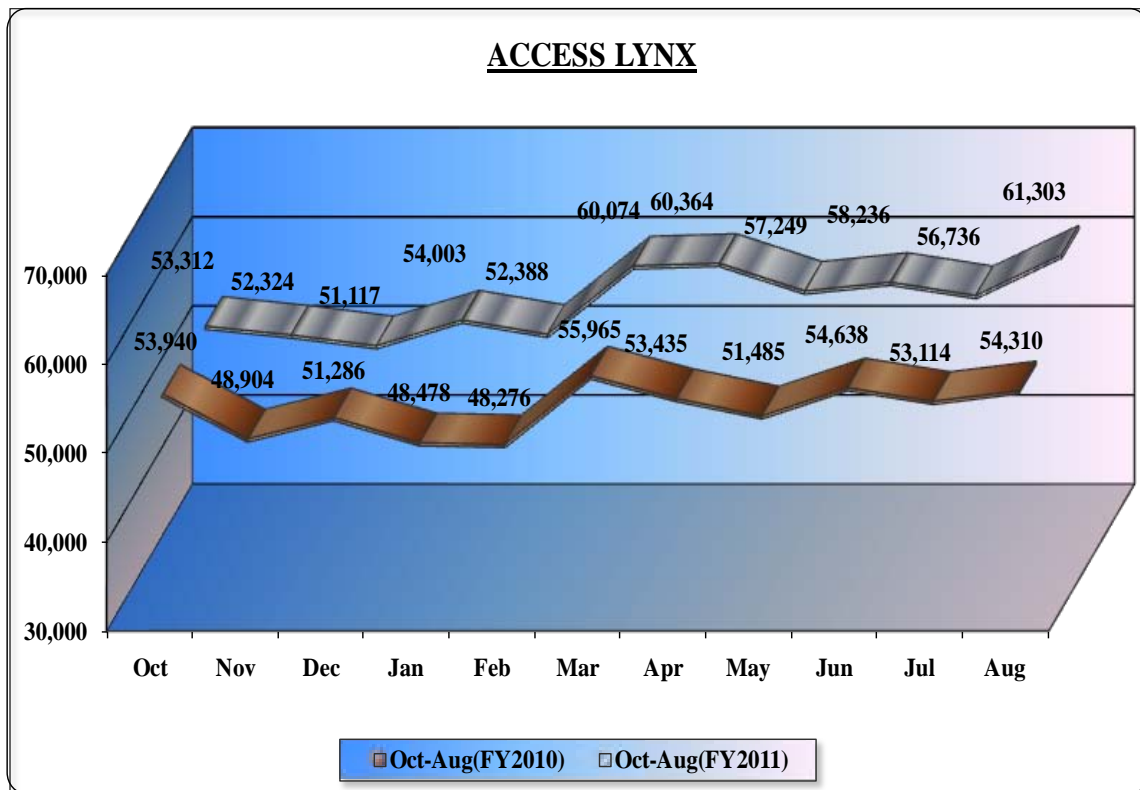
Link 613 – Pine Hills Pick Up Line

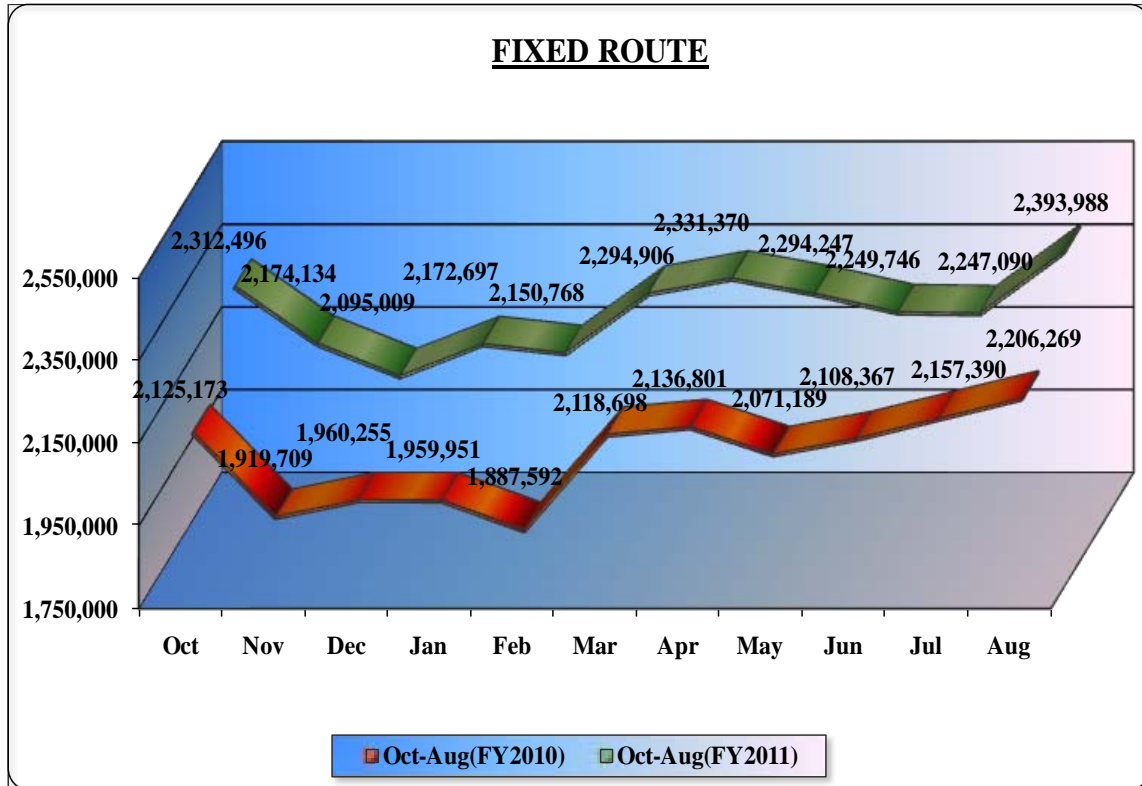
LYNX Monthly Ridership

Fiscal Year 2011													
<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>TOTAL YEAR</i>
LYMMO	102,397	103,140	84,775	79,809	72,642	82,411	82,094	81,526	83,348	78,536			850,678
Fixed Route	2,198,468	2,060,142	1,998,905	2,081,077	2,066,081	2,199,619	2,236,690	2,200,645	2,154,317	2,157,696			21,353,640
Pick Up Line	11,631	10,852	11,329	11,811	12,045	12,876	12,586	12,076	12,081	10,858			118,145
SUBTOTAL - FIXED ROUTE	2,312,496	2,174,134	2,095,009	2,172,697	2,150,768	2,294,906	2,331,370	2,294,247	2,249,746	2,247,090			22,322,463
Special Shuttles	13	7,370	8,696	21,048	-	-	51	45	13	-			37,236
ACCESS LYNX	53,312	52,324	51,117	54,003	52,388	60,074	60,364	57,249	58,236	56,736			555,803
Van Pool	16,444	15,598	14,658	17,138	15,906	18,527	17,075	18,340	18,572	16,672			168,930
SUBTOTAL - OTHER SERVICES	69,769	75,292	74,471	92,189	68,294	78,601	77,490	75,634	76,821	73,408			761,969
TOTAL ALL SERVICES	2,382,265	2,249,426	2,169,480	2,264,886	2,219,062	2,373,507	2,408,860	2,369,881	2,326,567	2,320,498			23,084,432
% Change From Fiscal Year 2010 To Fiscal Year 2011													
<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>TOTAL YEAR</i>
LYMMO	-2.9%	17.8%	-5.5%	-18.6%	-11.6%	-24.1%	-28.3%	-23.3%	-14.9%	-22.4%			-14.2%
Fixed Route	9.3%	12.9%	7.4%	12.4%	15.1%	10.1%	11.3%	12.6%	7.7%	5.5%			10.3%
Pick Up Line	30.9%	39.2%	20.3%	15.2%	15.8%	6.4%	5.0%	22.8%	18.0%	7.5%			17.0%
SUBTOTAL - FIXED ROUTE	8.8%	13.3%	6.9%	10.9%	13.9%	8.3%	9.1%	10.8%	6.7%	4.2%			9.2%
Special Shuttles	-80.0%	12.7%	4.8%	-2.7%	-100.0%	-100.0%	21.4%	-83.5%	1200.0%	0%			0.8%
ACCESS LYNX	-1.2%	7.0%	-0.3%	11.4%	8.5%	7.3%	13.0%	11.2%	6.6%	6.8%			7.0%
Van Pool	5.5%	8.3%	0.3%	9.4%	3.4%	6.9%	5.9%	21.6%	15.7%	4.7%			8.2%
SUBTOTAL - OTHER SERVICES	0.3%	7.8%	0.4%	7.5%	7.1%	7.2%	11.3%	13.2%	8.7%	6.3%			6.9%
TOTAL ALL SERVICES	8.5%	13.1%	6.6%	10.7%	13.7%	8.3%	9.2%	10.8%	6.8%	4.2%			9.1%
Fiscal Year 2010													
<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>TOTAL YEAR</i>
LYMMO	105,428	87,542	89,711	98,032	82,188	108,593	114,484	106,254	97,892	101,257	98,219	91,112	1,180,712
Fixed Route	2,010,859	1,824,370	1,861,130	1,851,665	1,795,001	1,998,005	2,010,326	1,955,101	2,000,241	2,046,036	2,097,742	2,112,484	23,562,960
Pick Up Line	8,886	7,797	9,414	10,254	10,403	12,100	11,991	9,834	10,234	10,097	10,308	11,298	122,616
SUBTOTAL - FIXED ROUTE	2,125,173	1,919,709	1,960,255	1,959,951	1,887,592	2,118,698	2,136,801	2,071,189	2,108,367	2,157,390	2,206,269	2,214,894	24,866,288
Special Shuttles	65	6,538	8,301	21,632	82	16	42	273	1	0	45	37	37,032
ACCESS LYNX	53,940	48,904	51,286	48,478	48,276	55,965	53,435	51,485	54,638	53,114	54,310	53,154	626,985
Van Pool	15,584	14,398	14,610	15,669	15,388	17,326	16,125	15,078	16,054	15,926	16,628	16,806	189,592
SUBTOTAL - OTHER SERVICES	69,589	69,840	74,197	85,779	63,746	73,307	69,602	66,836	70,693	69,040	70,983	69,997	853,609
TOTAL ALL SERVICES	2,194,762	1,989,549	2,034,452	2,045,730	1,951,338	2,192,005	2,206,403	2,138,025	2,179,060	2,226,430	2,277,252	2,284,891	25,719,897

Year to date (October - August) Draft

Service Mode	Oct-Aug(FY2010)	Oct-Aug(FY2011)	% Change
LYMMO	1,089,600	936,232	-14.08%
Fixed Route	21,450,476	23,649,141	10.25%
Pick Up Line	111,318	131,078	17.75%
SUBTOTAL - FIXED ROUTE	22,651,394	24,716,451	9.12%
Special Shuttles	36,995	37,236	0.65%
ACCESS LYNX	573,831	617,106	7.54%
Van Pool	172,786	188,745	9.24%
SUBTOTAL - OTHER SERVICES	783,612	843,087	7.59%
TOTAL ALL SERVICES	23,435,006	25,559,538	9.07%





Average Daily Ridership by Mode

<i>Service Mode</i>	<i>Day</i>	<i>August-10</i>	<i>August-11</i>	<i>% Change</i>
LYMMO	Weekday	4,036	3,289	-18.53%
	Saturday	1,394	1,292	-7.28%
	Sunday	768	1,187	54.51%
All Other Links	Weekday	77,981	82,934	6.35%
	Saturday	55,541	60,569	9.05%
	Sunday	32,002	36,370	13.65%
Total Fixed Route	Weekday	82,017	86,223	5.13%
	Saturday	56,934	61,861	8.65%
	Sunday	32,770	37,557	14.61%
ACCESS LYNX	Weekday	2,626	3,080	17.27%
	Saturday	1,133	1,220	7.63%
	Sunday	359	321	-10.74%
Pick Up Line	Weekday	426	505	18.51%
	Saturday	233	329	41.29%
Van Pool	Weekday	715	813	13.64%
	Saturday	93	150	61.62%
	Sunday	104	138	31.94%
TOTAL LYNX SERVICES	Weekday	85,785	90,620	5.64%
	Saturday	58,392	63,558	8.85%
	Sunday	33,234	38,016	14.39%

The following new links began service in August 2011:

Fastlink 441 - Limited stop express service from Osceola Square Mall to LCS via OBT

Fastlink 17/92 - Limited stop express service from Seminole Center to LCS via 17/92

LYNX Monthly Ridership

Fiscal Year 2011													
<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>TOTAL YEAR</i>
LYMMO	102,397	103,140	84,775	79,809	72,642	82,411	82,094	81,526	83,348	78,536	85,554		936,232
Fixed Route	2,198,468	2,060,142	1,998,905	2,081,077	2,066,081	2,199,619	2,236,690	2,200,645	2,154,317	2,157,696	2,295,501		23,649,141
Pick Up Line	11,631	10,852	11,329	11,811	12,045	12,876	12,586	12,076	12,081	10,858	12,933		131,078
SUBTOTAL - FIXED ROUTE	2,312,496	2,174,134	2,095,009	2,172,697	2,150,768	2,294,906	2,331,370	2,294,247	2,249,746	2,247,090	2,393,988		24,716,451
Special Shuttles	13	7,370	8,696	21,048	-	-	51	45	13	-	-		37,236
ACCESS LYNX	53,312	52,324	51,117	54,003	52,388	60,074	60,364	57,249	58,236	56,736	61,303		617,106
Van Pool	16,444	15,598	14,658	17,138	15,906	18,527	17,075	18,310	18,572	16,672	19,845		188,745
SUBTOTAL - OTHER SERVICES	69,769	75,292	74,471	92,189	68,294	78,601	77,490	75,604	76,821	73,408	81,148		843,087
TOTAL ALL SERVICES	2,382,265	2,249,426	2,169,480	2,264,886	2,219,062	2,373,507	2,408,860	2,369,851	2,326,567	2,320,498	2,475,136		25,559,538
% Change From Fiscal Year 2010 To Fiscal Year 2011													
<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>TOTAL YEAR</i>
LYMMO	-2.9%	17.8%	-5.5%	-18.6%	-11.6%	-24.1%	-28.3%	-23.3%	-14.9%	-22.4%	-12.9%		-14.1%
Fixed Route	9.3%	12.9%	7.4%	12.4%	15.1%	10.1%	11.3%	12.6%	7.7%	5.5%	9.4%		10.2%
Pick Up Line	30.9%	39.2%	20.3%	15.2%	15.8%	6.4%	5.0%	22.8%	18.0%	7.5%	25.5%		17.8%
SUBTOTAL - FIXED ROUTE	8.8%	13.3%	6.9%	10.9%	13.9%	8.3%	9.1%	10.8%	6.7%	4.2%	8.5%		9.1%
Special Shuttles	-80.0%	12.7%	4.8%	-2.7%	-100.0%	-100.0%	21.4%	-83.5%	1200.0%	0.0%	-100.0%		0.7%
ACCESS LYNX	-1.2%	7.0%	-0.3%	11.4%	8.5%	7.3%	13.0%	11.2%	6.6%	6.8%	12.9%		7.5%
Van Pool	5.5%	8.3%	0.3%	9.4%	3.4%	6.9%	5.9%	21.4%	15.7%	4.7%	19.3%		9.2%
SUBTOTAL - OTHER SERVICES	0.3%	7.8%	0.4%	7.5%	7.1%	7.2%	11.3%	13.1%	8.7%	6.3%	14.3%		7.6%
TOTAL ALL SERVICES	8.5%	13.1%	6.6%	10.7%	13.7%	8.3%	9.2%	10.8%	6.8%	4.2%	8.7%		9.1%
Fiscal Year 2010													
<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>TOTAL YEAR</i>
LYMMO	105,428	87,542	89,711	98,032	82,188	108,593	114,484	106,254	97,892	101,257	98,219	91,112	1,180,712
Fixed Route	2,010,859	1,824,370	1,861,130	1,851,665	1,795,001	1,998,005	2,010,326	1,955,101	2,000,241	2,046,036	2,097,742	2,112,484	23,562,960
Pick Up Line	8,886	7,797	9,414	10,254	10,403	12,100	11,991	9,834	10,234	10,097	10,308	11,298	122,616
SUBTOTAL - FIXED ROUTE	2,125,173	1,919,709	1,960,255	1,959,951	1,887,592	2,118,698	2,136,801	2,071,189	2,108,367	2,157,390	2,206,269	2,214,894	24,866,288
Special Shuttles	65	6,538	8,301	21,632	82	16	42	273	1	0	45	37	37,032
ACCESS LYNX	53,940	48,904	51,286	48,478	48,276	55,965	53,435	51,485	54,638	53,114	54,310	53,154	626,985
Van Pool	15,584	14,398	14,610	15,669	15,388	17,326	16,125	15,078	16,054	15,926	16,628	16,806	189,592
SUBTOTAL - OTHER SERVICES	69,589	69,840	74,197	85,779	63,746	73,307	69,602	66,836	70,693	69,040	70,983	69,997	853,609
TOTAL ALL SERVICES	2,194,762	1,989,549	2,034,452	2,045,730	1,951,338	2,192,005	2,206,403	2,138,025	2,179,060	2,226,430	2,277,252	2,284,891	25,719,897

Monthly Report E: Planning and Development Report

To: LYNX Board of Directors

From: Edward Johnson
CHIEF ADMINISTRATIVE OFFICER
Rudolph Walter
(Technical Contact)

Phone: 407.841.2279 ext: 6058

Item Name: Planning and Development Report

Date: 9/28/2011

FlexBus

A Request for Proposal (RFP) was released for consultant services to develop a demonstration based on the FlexBus final design documents completed in 2007. The demonstration will focus on developing the real-time reservations capabilities and associated Intelligent Transportation Systems (ITS) systems to allow customers to directly interact with the system to reserve and pay for trips. The demonstration will consist of revenue service operations utilizing the ITS systems as a proof of concept.

Intelligent Transportation Systems (ITS)

The *LYNX ITS Strategic* plan is complete. This plan sets the five, ten, fifteen, and twenty year goals for ITS investments and ensures that foundational investments are made while considering future dependent technology investments.

Staff will be reviewing current operational policies and procedures to determine where updates are required to incorporate the information that will be available when Computer Aided Dispatch (CAD) is fully deployed. This will assist staff in utilizing this new information to improve the management of operations of LYNX fixed route services.

Shelters

LYNX continues the installation of shelters under both the Fiscal Year and ARRA funded budgets.

By the end of September, the following is anticipated to reflect the current amount of shelters installed since January 2010. This date is when the majority of the ARRA funded installations began to be installed. Designations for funding source are noted as Fiscal Year (FY 2010/2011) or American Recover and Reinvestment Act (ARRA). Substantial completion of ARRA is anticipated by late September or mid-October. Please note that the numbers reflected below are not indicative of the number of shelters that have may start design work towards the middle to late part of September 2011 for FY 2012

Orange County:

Shelters:

59 ARRA funded shelters are anticipated to have been installed by the end of September. 25 FY 2010/2011 funded shelters are anticipated to have been installed by the end of September. An additional 16 FY 2010/2011 funded shelters are in the process of permitting and should start installation at the end of September.

Transit Centers:

LYNX staff has received a phone call from the property owner of the shopping center that the Park Promenade Transfer Center is located. Initial discussions have begun about options for moving this facility or paying the property owner a leased dollar amount.

It is anticipated that the improvements to the West Oaks Transfer Center will be completed by December 2011. Improvements to this ARRA funded project will include new shelters (with solar) and associated amenities. In addition, the required infrastructure for future ticket vending machines and CCTV are being included. To make efficient use of LYNX assets, the older shelters from here are being removed and repurposed to like new condition for installation at the Sanford Transfer Center.

City of Orlando:

Shelters:

156 ARRA funded shelters are anticipated to have been installed by the end of September 2011. 32 FY 2010/2011 funded shelters are anticipated to have been installed by the end of September. An additional 20 FY 2010/2011 funded shelters are in the process of permitting and should start installation at the end of September.

Transit Centers:

LYNX staff has provided the City of Orlando with a draft report on the possible relocation of the Rosemont Transit Center per the request of the City's police department. Base budgets (pre-engineering) start at \$750,000.00

Seminole County

Shelters:

Installation of 39 ARRA funded shelters is anticipated to have been installed by the end of September. 29 FY 2010/2011 funded shelters are anticipated to have been installed by the end of September. These numbers differ from the previous board report, as anticipated locations in the unincorporated portions of Seminole County are currently only able to be installed by Signal Outdoor Advertising through its exclusive agreement with the county. It was anticipated that some of these sites would have been available to LYNX.

Transit Centers:

It is anticipated that substantial completion of the improvements to the Seminole Center (Sanford Wal-Mart on 17-92) will occur in December 2011. Improvements funded by ARRA included the rehab of the two existing shelters and addition of 4 more shelters. All of the shelters will have solar powered lights. In addition, the property will have the need infrastructure for items such as CCTV and ticket vending machines.

Osceola County:

Shelters:

Installation of 47 ARRA funded shelters are is anticipated to have been installed by the end of September. 19 FY 2010/2011 funded shelters have completed installation. Another 16 are in design and is anticipated to be submitted to permitting towards the end of August to replace the 20/20 shelters that were removed.

Transit Centers:

Kissimmee Transfer Center is waiting on the executed JPA. Once the JPA is received, this project will be forwarded to the City of Kissimmee Development Review Committee (DRC) and also the Planning Advisory Board (PAB). The project already has approval by the LYNX Board of Directors to go out to bid. The engineering costs associated with DRC and PAB, as well as the bid process, is anticipated to use ARRA-specific dollars.

Poinciana Transfer Center has had its Categorical Exclusion approved by the FTA in July. Final design is progressing and an addendum to the existing Transit License Agreement is in the process of being executed by Wal-Mart. Permission to go out to bid for this project is being sought at this board meeting. This project is fully funded in the FY 2012 budget.

Other Transfer Centers

LYNX has partnered with UCF to rehabilitate the entrance to the UCF Transfer Center. LYNX has received the Categorical Exclusion for this property in July and is waiting on FTA guidance on how to address the transfer of funds to UCF. It is anticipated that LYNX will pay for 60% of the cost and UCF will pay for 40% of the cost. A board item has been prepared with more detail. At no time will LYNX be responsible for more than \$250,000. This project is fully funded in the FY 2012 budget.

GIS

GIS staff is working with LYNX IT and Service Planning on bus stop database updates for Trapeze OPS and Google Transit trip planning. The bus stop data collection application was updated to use ArcPad software and TrimbleXT and GeoBeacon receivers. This in-house developed application will save time in data collection and processing by providing visual background for the GPS data in the field, and will also minimize data collection errors. LYNX' GIS data on the network and Internet was updated to reflect the changes in the system for the August 2011 bid.

The GIS server, hosting LYNX Map applications, is being upgraded to version 10 of ArcGIS software and version 6.3 for Map Optix software. The GIS team is developing a Long Range Transit Planning application to be added to LYNX Map. This planning tool will provide single point of access to long range planning data from LYNX' planning documents and planning information from FDOT and Metroplan Orlando.

The TBEST modeling tool will be updated to a parcel-based data model and run a base year development process prior to commencement of the major TDP updates. IT and GIS staff are

working with the software developer to start use of the scheduling data import module, which was created for use with Google Transit data.

Marketing and GIS staff are working on improving and expanding the GIS information available thru GoLYNX, the external web site. Pages with information, maps and links to useful GIS resources will be available to the web site visitors.

LYMMO Expansion AA

The LYMMO Expansion AA is now proceeding with evaluating the alternatives for the north and south BRT alignments. Several informational meetings have been held with neighborhood and community organizations to provide an update on the process and the proposed alignments for the north/south BRT alignments. Project updates are provided on the project website <http://lymmostudy.com>. Interested parties that are unable to attend meetings are invited to provide comments and fill out questionnaires on the website as well. The technical team is comprised of the consultant, PB Americas, Orlando transportation planners and LYNX planning staff. The system-wide AA report is expected to be completed in January 2012. The east/west BRT alignment has already been completed and is proceeding toward design/build with completion projected for spring 2013.

Parramore BRT

LYNX recently received approval of all documentation needed to complete the construction of the Parramore BRT TIGER II project. LYNX and FTA will be working on completion of a grant agreement to begin drawing down funds for the project. Staff is in the process of developing a Design/Build specification package in anticipation of releasing the RFP in October/November of this year. LYNX and the City of Orlando are working together to develop the necessary documentation for the Design/Build project which includes a project management plan.

Downtown Orlando East/West Corridor BRT

LYNX is awaiting approval from FTA of the Downtown Orlando East/West Corridor BRT as a New Starts Exempt Project using federal earmark funds in the amount of \$7.92 million. Final release of funds is expected in early September, 2011. In anticipation of the release of funds, staff is in the process of developing a Design/Build specification package in anticipation of releasing the RFP in October/November of this year. LYNX and the City of Orlando are working together to develop the necessary documentation for the Design/Build project which includes a project management plan.

LYNX Vision 2030 – 20-Year Strategic Transit Plan

The plan is scheduled to be adopted by the LYNX board at the November LYNX Board meeting. The plan will be reviewed by Metroplan Subcommittees and Board for their approval (Metroplan Orlando was a partner in the development of the plan). The plan will provide the vision for LYNX for the next 20 years with emphasis on 22 selected corridors identified by LYNX and Metroplan as transit emphasis corridors.

SSMP/SSCP(Safety and Security Management Plan/Safety and Security Certification Plans)

The Planning Department is partnering with the Safety and Security Department to obtain these plans. The plans are specifically needed to meet FTA requirements for the LYNX Bus Rapid Transit Extension Project, which includes the E/W Corridor, Parramore and Gertrude's Walk. These plans are intended to serve as a template for safety and security management and certification that may be required on future projects. K & J Security Consulting Services, Inc. has submitted a proposal, and the existing contract with that firm will be utilized for the project.

Monthly Report F: Communications Report

To: LYNX Board of Directors

From: Kathy Clary
 CHIEF EXTERNL AFFAIRS COMM OFF
William Fay
 (Technical Contact)
Matthew Friedman
 (Technical Contact)
Maria Colon
 (Technical Contact)

Phone: 407.841.2279 ext: 6161

Item Name: Communications Report

Date: 9/28/2011

Advertising Sales

ADVERTISING SALES	JULY 2011	AUGUST 2011
Advertising Sales Revenue	\$73,792	\$150,416
Net Revenue to LYNX Fiscal Year to Date	\$589,958	\$740,374

Vanpool Program

VANPOOLS	JULY 2011	AUGUST 2011
Vanpool Participants	554	567
Total Revenue Miles YTD	978,255	1,092,244
New Vanpools	2	1
Returned Vanpools	2	0
Current Vans in Service	69	69
Pending Vanpool Interest	ARMY (1)	ARMY (1)
	VETERAN AFFAIRS (1)	NAVY (1)
	NAVY (1)	HODGES GROUP HOME (2)
Phone Inquiries	25	18

EMPLOYEE PRESENTATIONS EVENTS	
AUGUST 2011	
Location	Participants
Orange County Convention Center Employees	180
AUGUST 2011 TOTAL	180

Marketing Projects

WEBSITE USAGE	JULY 2011	AUGUST 2011
Total Page Hits	875,416	947,589
Total User Visits	131,819	142,631
% Trip Planner	73%	75%

18th ITS World Congress

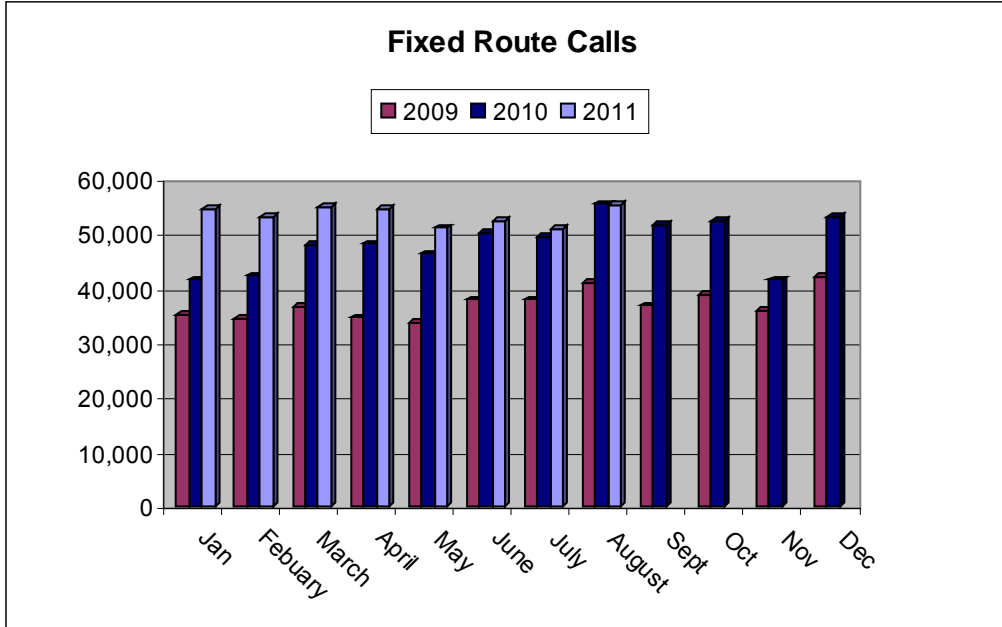
LYNX is the official transportation provider for the World Congress on Intelligent Transport Systems coming up Oct. 16-20 at the Orange County Convention Center. Marketing is working with Planning on presentations for 12,000-15,000 delegates from 65 countries around the world. The event introduces the latest technology developments for transportation systems. LYNX is participating in a demonstration to show customers "in real-time" when the next bus will be at their stop.

Golynx.com Redesign

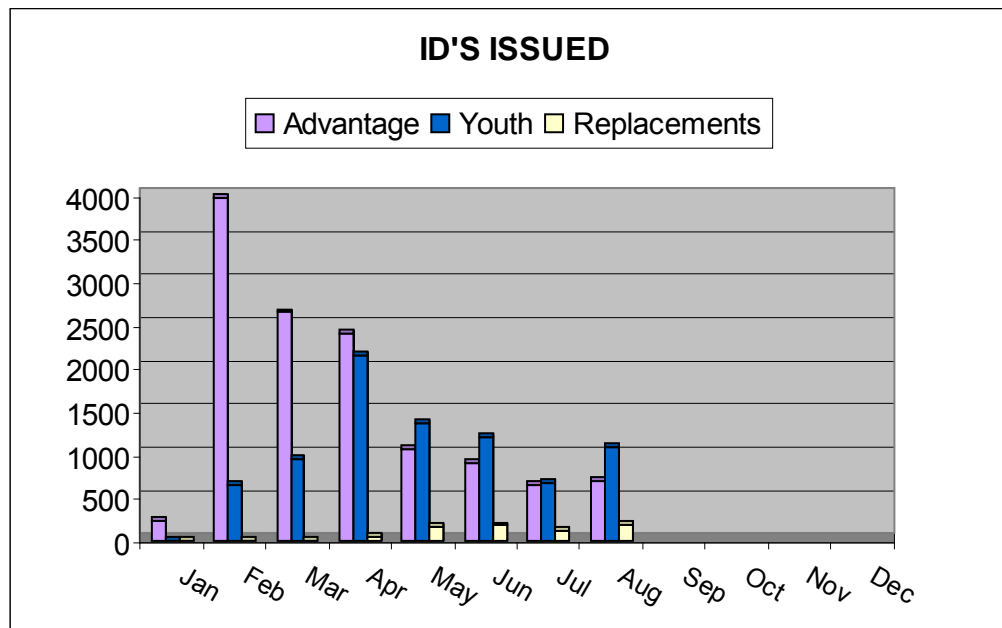
The redesigned golynx.com is schedule to begin late September. The new look and technological feel now provides the community with the necessary tools to make golynx.com the choice to plan their transportation options. Enhancements include Google Transit as the trip planning program, a mobile version, email and text alert capability, social media feeds, an online job application portal, expanded fare shopping cart and easy to navigate pages to locate key information about everything LYNX.

Customer Service

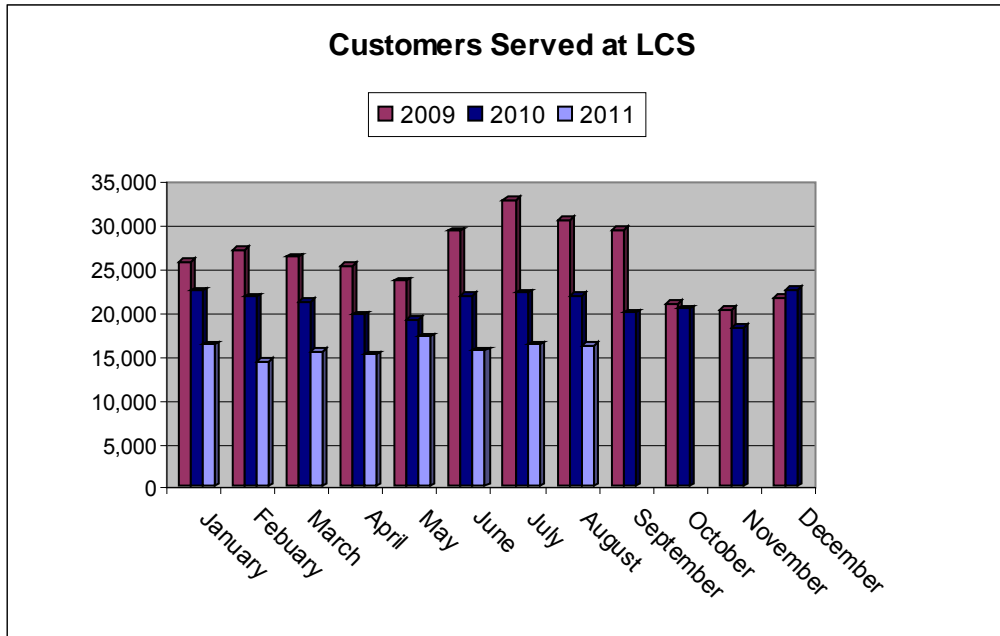
Customer Service coordinates the following communication tools to the public; the call center (providing travel information), fare media sales and information, customer relations, lost & found, LYNX ID programs and “How To Ride” presentations.



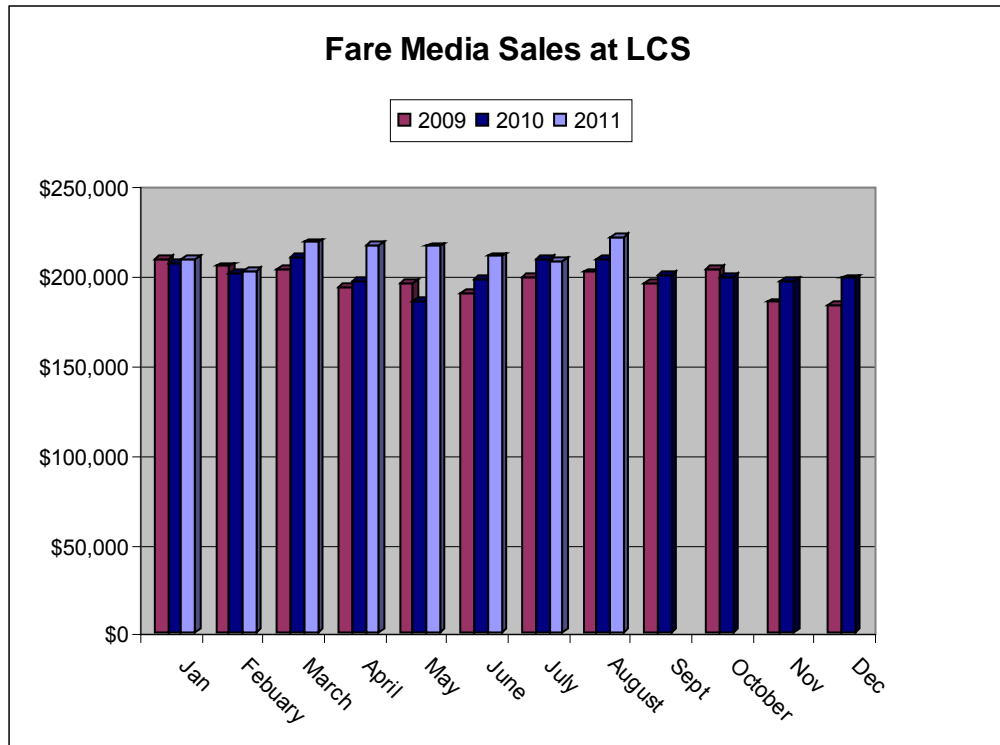
	2011	2010	2009
July	50,793	49,292	37,850
August	55,245	55,444	40,913



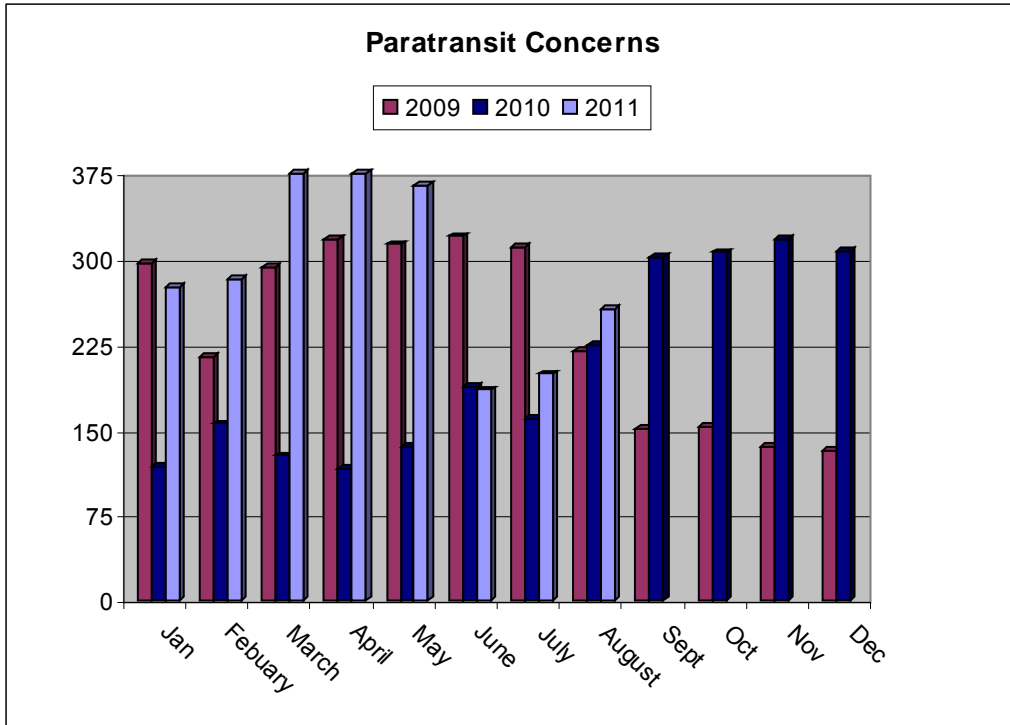
	Advantage	Youth	Replacement
July	639	658	116
August	681	1071	172



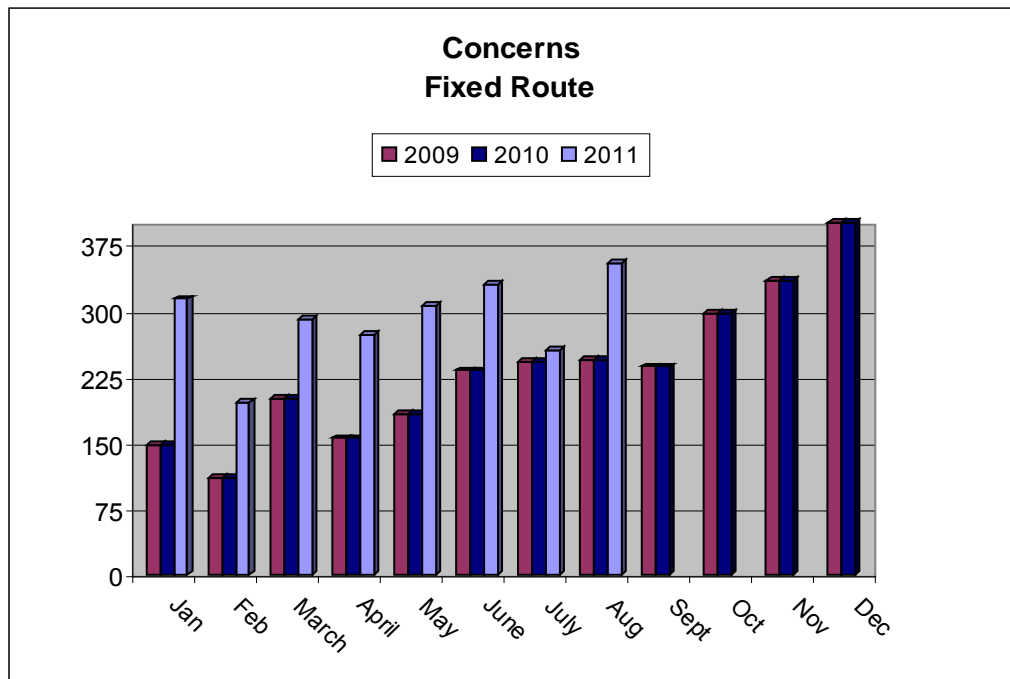
	2011	2010	2009
July	16,253	22,181	32,842
August	16,155	21,843	30,575



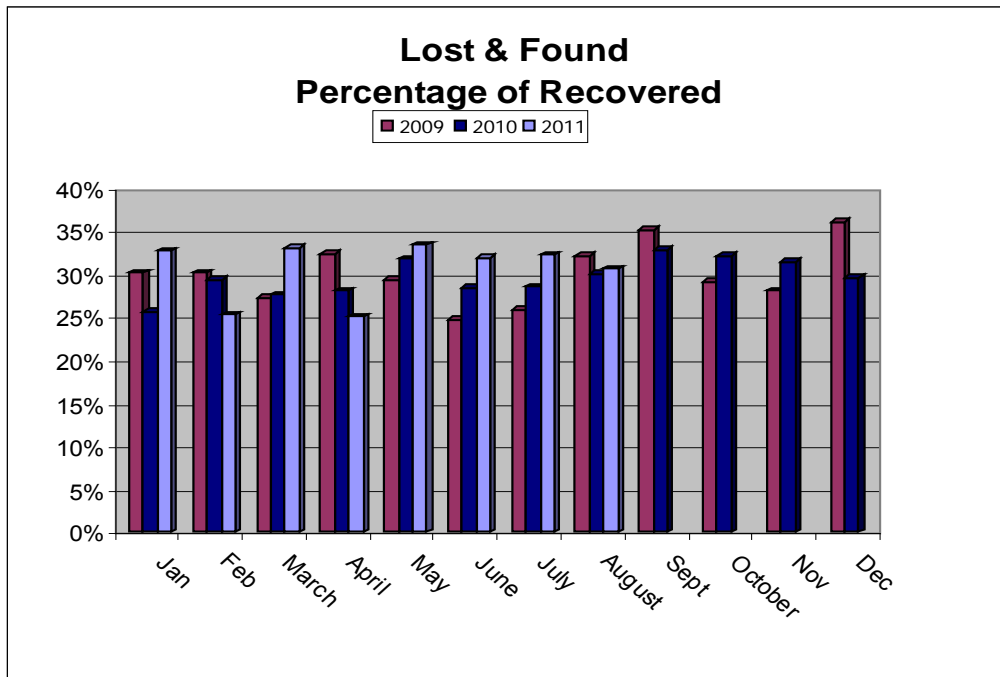
	2011	2010	2009
July	207,190	208,745	198,636
August	220,560	208,873	201,128



	2011	2010	2009
July	199	160	310
August	256	224	219



	2011	2010	2009
July	255	242	131
August	354	243	114



	2011	2010	2009
July	32.17%	28.47%	25.72%
August	30.50%	29.99%	32.00%

July & August Presentations	
How To Ride	4-H Geo Team in Kissimmee

July – August 2011

Press Releases

July 25...Audit Committee Meeting canceled.
July 28...Service efficiencies.
July 29...Union meeting.
Aug. 2...Update to union meeting.
Aug. 23...LYMMO neighborhood meeting.
Aug. 25...Park Promenade SuperStop relocation.

Stories

July 7...WESH-TV/Channel 2, WKMG-TV/Channel 6, WFTV-TV/Channel 9 and Central Florida News 13 aired stories of power lines falling around a bus.
July 11...WFTV-TV/Channel 9 interviewed passengers about gas cost.
July 12...Orlando Sentinel editorial on SunRail with mentions of LYNX.
July 13&14...Orlando Sentinel, WESH-TV/Channel 2, WKMG-TV/Channel 6, WFTV-TV/Channel 9, Central Florida News 13 and WOFL-TV/FOX 35 stories about two bus accidents.
July 14...WOFL-TV/FOX 35 story in What's Bugging You segment about frequency of bus stops in Eatonville (Kennedy Boulevard between SR 434 and Wymore Road.)
July 16...Orlando Sentinel story about man putting artsy refurbished seating at stops.
July 22...Orlando Sentinel story on funding public transit in Central Florida.
July 28...WOFL-TV/FOX 35 story on FastLink.
Aug. 2...WFTV-TV/Channel 9 story on FastLink.
Aug. 3...Orlando Sentinel story on union meeting.
Aug. 10... Orlando Sentinel, WESH-TV/Channel 2, WKMG-TV/Channel 6, WFTV-TV/Channel 9, Central Florida News 13 and WOFL-TV/FOX 35 stories about bus accident.
Aug.12...Orlando Sentinel story on where LYMMO can take you to lunch.
Aug. 25...Orlando Sentinel story on traffic signalization.
Aug. 26...Orlando Sentinel story on accident. Car hit us from behind.
Aug. 26...Orlando Sentinel story on Park Promenade relocation.

Inquiries

July 7...WESH-TV/Channel 2, WKMG-TV/Channel 6, WFTV-TV/Channel 9 and Central Florida News 13 inquired about power lines falling around a bus due to bad weather.
July 11...Orlando Sentinel editorial inquiry on service to SunRail stops.
July 13...Orlando Sentinel inquiry about man putting artsy refurbished seating at stops.
July 13...WESH-TV/Channel 2, WKMG-TV/Channel 6, WFTV-TV/Channel 9, Central Florida News 13 and WOFL-TV/FOX 35 inquired about two bus accidents.
July 14...Orlando Sentinel requested response from John Lewis on Orange County budget presentation and impact of SunRail to LYNX' future budget (employees, routing and buses).
July 14...WOFL-TV/FOX 35 interviewed John Lewis for story in What's Bugging You segment about frequency of bus stops in Eatonville (Kennedy Boulevard between SR 434 and Wymore Road).
July 19...Orlando Sentinel interview with John Lewis about SunRail connectivity.
Aug. 2...WFTV-TV/Channel 9 interview John Lewis for story on FastLink.

LYNX Board Agenda

Aug. 2...Orlando Sentinel interview John Lewis for story on union meeting.

Aug. 8...Orlando Sentinel photo shoot for story on where LYMMO can take you to lunch.

Aug. 10...Orlando Sentinel, WESH-TV/Channel 2, WKMG-TV/Channel 6, WFTV-TV/Channel 9, Central Florida News 13 and WOFL-TV/FOX 35 about bus accident.

Aug. 12...Orlando Sentinel questions about potential traffic signalization demonstration project on I-Drive.

Aug. 25...Orlando Sentinel interview regarding Park Promenade relocation.

Monthly Report G: Government Relations Report

To: LYNX Board of Directors

From: James McLawhorn
CHIEF GOVT AFFAIRS OFFICER
James McLawhorn
(Technical Contact)

Phone: 407.841.2279 ext: 6064

Item Name: Government Relations Report

Date: 9/28/2011

Congress was out of session for most of August. It has reconvened. It now needs to address several issues that will have an impact on LYNX.

Thursday, September 08, 2011, the Senate Environment and Public Works Committee approved a clean extension of the surface transportation authorization bill. The bill extends the current law (SAFETEA-LU) through January 31, 2012. The bill, which was passed by voice vote, gives the committee four more months to work out a deal on the larger bill. The clean extension will now be referred to full Senate for floor consideration, although the timing of that is still unclear.

The current transportation authorization was due to expire on September 30 2011.

The Surface Transportation Bill – beyond the extensions.

Senator Boxer, the Chair of the Senate Environment and Public Works Committee and Congressman Mica, the Chair of the House Transportation and Infrastructure Committee, have both floated concept papers that outline their respective versions of a new bill. The Mica bill totals \$230 billion and runs six years. The Boxer bill runs two years and totals \$109 billion. The Mica bill would cut transportation funding by about 34 percent from current levels, but would match the revenue raised by the current gas tax levels. The Boxer bill would roughly maintain current funding levels, but spends \$12 billion more than the gas tax will bring in. Obviously this would require that additional funding sources be found.

Both bills reduce the number of programs at DOT and will give States more flexibility on how to spend the money they do receive. Both bills rely more on financing programs like Transportation Infrastructure Finance and Innovation Act (TIFIA), which established a Federal credit program for eligible surface transportation projects of regional or national significance under which the U.S. Department of Transportation may provide three forms of credit assistance – secured (direct) loans, loan guarantees, and standby lines of credit. Both attempt to streamline the approval process for federal projects.

According to Congressman Mica, there are many similarities between the House and Senate versions. He believes it is possible to get a bill done; assuming of course, that some compromise is reached on the cost and duration of the bill.

Neither Senator Boxer nor Congressman Mica has yet released draft bill language. A markup of the Senate bill in the Environment and Public Works Committee is scheduled for September 15.

A Senate bill must go through four committees -- Environment and Public Works for the highway sections; Banking, Housing and Urban Affairs for the transit sections; Commerce, Science and Transportation for the highway safety sections; and Finance for the tax sections. In the House, the bill must go through two committees -- the Transportation and Infrastructure Committee and the Ways and Means Committee.

Given the lengthy process in both Houses, and the eventual showdown between the two versions over the duration and cost of the bill, it will take months to get a final product.

A very important reason Congressman Mica wants to get a bill done in this Congress is because Republicans have six year term limits on Committee leadership posts.

Congressman Mica will probably lose his committee chair next Congress as he will have served six years as the Republican leader (he can apply for a waiver but so far none have been granted). He is extremely knowledgeable on transportation matters and wants to see a bill done based on his efforts.

Confirmation of this can be seen in the recent fight over the FAA bill. Like the surface transportation bill, the bill to authorize programs of the FAA expired years ago on October 1, 2007. Since that time Congress has extended the law on a short term basis 20 times. Both the House and the Senate have passed different versions of the bill. Many of the provisions are the same in both bills, but there are some differences. After 20 extensions, many people came to believe that the Senate would prefer having extensions of existing law continue through next year. If that happened, the new FAA bill would be written by the next House Transportation and Infrastructure Committee Chairman.

Obviously, Congressman Mica does not want that to happen. Congressman Mica will go to great lengths to get a highway bill passed this Congress.

He decided to try to force the Senate to come to the table to work out the differences between the House and Senate bills. When it came time to pass the 21st extension of the existing FAA bill, Congressman Mica did not pass a clean extension. Instead he passed a clean extension along with a provision that cut the airline subsidies to some rural airports. Three of these airports were located in the States of Nevada, New Mexico and Montana -- the home of the Senate Majority leader and two key members of the Senate Finance committee.

The Senate refused to pass the House bill. The House also refused to budge. The existing extension ran out and for two weeks the airport development parts of the FAA were suspended. There was a huge outcry over this impasse. Much of the anger was aimed at Congressman Mica.

The Senate ended up passing the House version of the extension but that extension only lasts until September 16, 2011.

The White House issued a memorandum to the heads of federal agencies.

The memo reiterates the importance of investing in infrastructure and urges agencies to take steps to expedite permitting and review of critical infrastructure projects. Examples provided include integrating planning and environmental reviews, coordinating multi-agency or multi-governmental reviews and approvals to run concurrently, setting clear schedules for completing steps in the environmental review and permitting process and using information technology to inform the public about the process and progress.

The memo instructs agencies to identify and work to expedite permitting and environmental reviews for high priority infrastructure projects with significant potential for job creation. Five key agencies, including US DOT, must each select up to three high priority projects for expedited review.

The memo tells these agencies to implement new measures to improve accountability, transparency and efficiency through the use of technology for each selected priority project. Within 90 days of the memo the agencies must launch the pilot phase of a centralized on-line tool to provide the public with information about the status and progress of the priority projects. Within 120 days, the federal government must deploy in one or more agencies, technology tools with significant potential to reduce the time and cost to complete permitting and environmental reviews.

Authorizing Law and Gas Tax Set to Expire September 30; Obama Urges Swift Passage of Clean Extension; Deficit Super Committee Begins Deliberations

President Barack Obama has urged Congress to pass a clean extension of surface transportation authorizing law (SAFETEA-LU), emphasizing the need to preserve and create jobs by investing in infrastructure. Congress returns from its August district work period next week, with only eleven legislative days on the calendar before the most recent extension of the SAFETEA-LU law and the federal motor fuels taxes authorized under that law expire on September 30, the last day of Fiscal Year (FY) 2011.

Future Congressional action on a long-term extension of surface transportation law will almost certainly be influenced by the creation of a bipartisan, bicameral Joint Select Committee on Deficit Reduction. That committee is tasked with the goal of reducing the deficit by \$1.5 trillion over the period through FY 2021. The Joint Committee must vote to approve deficit reduction recommendations by November 23, 2011, and a vote on passage of the Joint Committee bill must occur in the House and Senate on or before December 23, 2011. Should Congress fail to pass the recommendations of the Joint Committee, additional across-the-board spending cuts are automatically implemented through a sequestration process and adjustment of the security and non-security spending caps.

The Joint Select Committee is required to hold its first meeting by September 16 to begin developing a legislative proposal to reduce the federal budget deficit by at least \$1.2 trillion over the next ten years. The Joint Select Committee is preparing by reviewing the conclusions of previous groups that have examined the federal budget deficit, including the National Commission on Fiscal Responsibility and Reform (Known as the Simpson-Bowles Commission after its co-chairs). This commission released its recommendations in December of 2010, recommending increase in federal infrastructure investment and an increase in the current gas tax to pay for the increased investment.

Authorizing Committees Plan Dual Track Action on Authorizing Extension and Long-Term Authorization Bills

With SAFETEA-LU, due to expire on September 30, Senate Environment and Public Works (EPW) Chairman Barbara Boxer (D-CA) announced her intention to introduce and mark up on Thursday, September 8, a clean, four-month extension to SAFETEA-LU at current funding levels through the end of January.

This length of time would give Congress time to adopt the recommendations of the Joint Select Committee for long-term deficit reduction and for the House and Senate to reach agreement on a new authorization bill. The Senate Banking, Housing and Urban Affairs Committee, which has jurisdiction of federal public transportation programs, is expected to produce a four-month extension that will be added to the EPW Committee's bill.

House Transportation and Infrastructure Chairman John Mica (R-FL) has signaled that he will support a short term extension so that transit and highway programs do not expire, although the Chairman has not indicated what funding levels he would support. Because extension of the gas tax is a revenue raising measure, the legislation must originate in the House. While there may be some opposition to extending the gas tax by conservative Republicans, recent indications are that the House leadership will support extension of the existing gas tax along with the extension of the federal transit and highway programs.

Chairman Mica has proposed a six-year authorization bill that sets spending at levels constrained by current Highway Trust Fund revenues. The revenue-constrained spending level is approximately \$230 billion over six years (approximately a 34 percent cut from SAFETEA-LU) for transit and highway programs.

In the Senate, Chairman Boxer has proposed a \$109 billion two-year bill, which funds transit and highway programs at current levels, adjusted for inflation. The Congressional Budget Office (CBO) has estimated that the revenues flowing into the Highway Trust Fund and Mass Transit Account will be insufficient. There is a \$12 billion gap between Highway Trust Fund revenues and the \$109 billion two-year authorization bill that Chairman Boxer has proposed. If Senate Finance Committee Chairman Max Baucus (D-MT) can find a way to make up the difference, Chairman Boxer tentatively plans to mark up her two-year proposal on September 15. Republicans on the EPW Committee, led by Ranking Member James Inhofe (R-OK) do not want to move ahead with a markup on an authorization bill without funding in place. The Senate

Banking Committee is also expected to follow through with a subsequent markup of transit programs, should the Senate EPW Committee take action on the federal highway programs.

Update on FY 2012 Appropriations

To date, the House of Representatives has completed action on six out of twelve appropriations bills, and the Senate has completed only one. The Transportation, Housing and Urban Development, and Related Agencies Appropriations bill for FY 2012 has yet to be considered at any level in either the House or the Senate.

Other News

On August 16, FTA issued a Federal Register Notice of **Guidance on New Starts/Small Starts Policies and Procedures** indicating that no significant changes are proposed to the existing guidance for Major Capital Investment Projects. The sense is that FTA is waiting to see what changes to current law may be included in the surface transportation reauthorization bill. This notice is separate from the pending New Starts/Small Starts ANPRM published by FTA in June 2010.

On August 19, FTA issued a final policy statement on the eligibility of **pedestrian and bicycle improvements** under federal transit law. The purpose of the notice is to simplify the process for determining whether pedestrian or bike improvements qualify for FTA funding if they connect to transit service.

All pedestrian improvements located within one-half mile and all bicycle improvements located within three miles of a public transportation stop or station shall have a *de facto* physical and functional relationship to public transportation. Pedestrian and bicycle improvements beyond these distances may be eligible for FTA funding by demonstrating that the improvement is within the distance that people will travel by foot or by bicycle to use a particular stop or station.

On August 22, US DOT Secretary Ray LaHood issued a press release announcing nearly \$745M in federal high-speed and intercity passenger rail funds for major upgrades and construction along the **Northeast Corridor (NEC)** in an effort to improve on-time performance and reliability of Amtrak service.

State of Florida expects to lose \$5 billion in gas tax revenue by the end of the decade.

The gas tax revenue traditionally pays for roads, bridges and other infrastructure that connects Floridians. Tougher federal fuel standards coupled with a no-new-tax mood is making it difficult for planners trying to keep pace with anticipated population growth and an aging transportation system.

Fuel taxes have long been the primary drivers of Florida highway construction. Federal fuel taxes of 18.4 cents a gallon for gasoline and 20.4 cents a gallon for diesel translated this year into \$2 billion in road building funds for the state. State taxes of 19 cents a gallon added another \$1.8 billion.

According to the Florida Transportation Commission, without increases in taxes, higher fuel efficiency standards will translate into a drop of \$5.1 billion in lost fuel tax collections by 2020.

While state fuel taxes are indexed for inflation, federal taxes are not. Congressional debate over the transportation budget continues as the federal government faces a September 30 deadline for extending the tax. State transportation officials say they are expecting a continuation budget at best. One near certainty is that there will be no increase in the federal gas tax in the current anti-tax climate.

Monthly Report H: Employee Travel Report

To: LYNX Board of Directors

From: John Lewis
CHIEF EXECUTIVE OFFICER
Deborah Morrow
(Technical Contact)

Phone: 407.841.2279 ext: 6017

Item Name: Monthly Employee Travel - September 2011

Date: 9/28/2011

EMPLOYEE / DEPARTMENT	DESTINATION	PURPOSE	DEPARTURE AND RETURN DATES	TOTAL ESTIMATED AGENCY COST	AGENCY COST
Thomas Walls Safety & Security	Tampa, FL	To attend a workshop by the Center for Urban Transportation Research regarding FTA Drug and Alcohol Program Audits	09/07/11	56	56
Richard Bannon Finance	Tampa, FL	To attend the Florida Public Transportation Meeting	09/8/11 – 09/9/11	0	0
James McLawhorn Executive	Tampa, FL	To attend the Florida Public Transportation Meeting	09/9/11	20	20
Mira Bourova Administration	Daytona Beach, FL	To attend 5th Annual Central Florida GIS Workshop	09/17/11 – 09/20/11	0	0
Rafiq Basaria Administration	Daytona Beach, FL	To attend 5th Annual Central Florida GIS Workshop	09/19/11 - 09/20/11	100	100
Anthony Pimpinella Administration	Daytona Beach, FL	To attend 5th Annual Central Florida GIS Workshop	09/19/11 - 09/20/11	265	265
Laura Minns Administration	Pittsburgh, PA	To participate in the ENO Center for Transportation Leadership 2011 Transit Mid-Manager Seminar	09/19/11 – 09/23/11	4,663	0

LYNX Board Agenda

EMPLOYEE / DEPARTMENT	DESTINATION	PURPOSE	DEPARTURE AND RETURN DATES	TOTAL ESTIMATED AGENCY COST	AGENCY COST
Jeff Reine Administrative	Washington, DC	To attend National Academies TRB Synthesis Session	09/22/11 – 09/24/11	792	792
TOTAL ESTIMATED COSTS and AGENCY COSTS				5,896	1,233

Monthly Report I: Employee Travel Report

To: LYNX Board of Directors

From: John Lewis
 CHIEF EXECUTIVE OFFICER
 Deborah Morrow
 (Technical Contact)

Phone: 407.841.2279 ext: 6017

Item Name: Monthly Employee Travel - August 2011

Date: 9/28/2011

EMPLOYEE / DEPARTMENT	DESTINATION	PURPOSE	DEPARTURE AND RETURN DATES	TOTAL ESTIMATED AGENCY COST	AGENCY COST
Prahallad Vijayvargiya Finance	Chicago, IL	To attend FEMA (DHS) Grants Management Workshop required to refine policies and procedures to meet grants management priorities relative to Homeland Security	07/29/11 - 08/04/11	1,166	0
Patti Bryant Administrative	Chicago, IL	To attend FEMA (DHS) Grants Management Workshop required to refine policies and procedures to meet grants management priorities relative to Homeland Security	08/01/11 - 08/04/11	1,059	0
William Hearndon Operations	Daytona Beach, FL	To attend the 19th Annual Transportation Disadvantaged Best Practices Training Workshop and Quarterly Business Meeting of the Florida Commission for the Transportation Disadvantaged	08/08/11 - 08/11/11	730	730

LYNX Board Agenda

EMPLOYEE / DEPARTMENT	DESTINATION	PURPOSE	DEPARTURE AND RETURN DATES	TOTAL ESTIMATED AGENCY COST	AGENCY COST
Lisa Darnall Operations	Daytona Beach, FL	To attend the 19th Annual Transportation Disadvantaged Best Practices Training Workshop and Quarterly Business Meeting of the Florida Commission for the Transportation Disadvantaged	08/08/11 - 08/11/11	293	293
Doug Jamison Operations	Daytona Beach, FL	To do a presentation at the Transportation Disadvantaged Conference	08/09/11	17	17
Desna Hunte Executive	Tampa, FL	To attend EEOC Training Institute EEOC Tampa Seminar	08/14/11 - 08/15/11	487	487
William Hearndon Operations	Coeur d'Alene, ID	To attend the National Rural ITS Conference at the request of FTA to represent LYNX' MORE-TMCC project	08/28/11 - 09/01/11	1,611	0
Doug Jamison Operations	Coeur d'Alene, ID	To attend a mandatory conference for the MSAA project sites per the grant cooperative agreement.	08/28/11 - 09/01/11	1,474	0
John Lewis Executive	New Brunswick, NJ	To attend the National Transit Institute Advisory Board of Directors' meeting.	08/17/11 - 08/19/11	0	0
TOTAL ESTIMATED COSTS and AGENCY COSTS				6,837	1,527