




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, 2010 Board of Directors Meeting Pg 1

## 3. Recognition

- Service Awards 25 Years: Larry Geathers, Vehicle Maintenance Technician. Service Awards 20 Years: Jeffrey Allen, Vehicle Maintenance Technician.



## 4. 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.




## 5. Chief Executive Officer's Report

## 6. Consent Agenda


### A. Release Requests for Proposal (RFP)

- i.  Authorization to Release a Request for Proposal (RFP) for Architectural and Engineering Services for Projects Related to Facility Improvements and Major Repairs Pg 7
- ii.  Authorization to Release an Invitation For Bid (IFB) for the Construction of the Kissimmee Intedmodal Center Pg 10


### B. Award Contracts

- i.  Authorization to Award Contract to Roger B. Kennedy, Inc., for the LYNX Operations Center Parking Lot Expansion and Pond 5 Improvements Pg 12
- ii.  Authorization to Award a Contract to Security 101 for the Upgrading of the CCTV Security System. Pg 20
- iii.  Authorization to Award FY 2011 Job Access Reverse Commute (JARC) and New Freedom Program (NFP) Agreements to Local Coordinating Human Services Agencies Pg 24



-Attachments 

- iv.  Authorization to Award Sole Source Contract to Trapeze and Purchase Blockbuster Run Cutting Optimizer Software Pg 43

### C. Extension of Contracts





















- i.  Authorization to Exercise Fourth Year Option of Contract #07-019 with Spencer Fabrications, Inc. for Manufacturing of LYNX Shelters Pg 45








### D. Miscellaneous

- i.  Authorization to Implement the December 5, 2010 Service Changes Pg 47
- ii.  Authorization to Establish an Administrative Committee for the LYNX Money Purchase and Deferred Compensation Plans and Appoint Edward L. Johnson, Albert J. Francis and Pg 51

Lisa Darnall to Serve on the Administrative Committee

-Attachments 

- iii.  Authorization to Negotiate and Enter Into a Lease Agreement With the City of Kissimmee for a Southern Operations Facility Upon the Chairman of the Board of Directors' Concurrence Pg 56
- iv.  Authorization to Execute Department of Homeland Security (DHS) Facilities Hardening Grant Pg 58
- v.  Authorization to Enter Into a Fixed Route Service Agreement with Hilton Bonnet Creek Pg 60
- Attachments 
- vi.  Authorization to Renew a Multi-Year Contract with AT&T for Fiber Access Ring Services Pg 74
- vii.  Authorization to Purchase Fifteen Replacement Transit Buses Under LYNX Contract #09-C05 with Gillig, LLC Pg 76
- viii.  Authorization to Approve the Agreement with the Florida Department of Transportation for Construction, Operation and Maintenance of the Kissimmee Intermodal Center Pg 78
- Attachments 
- ix.  Authorization to Reaffirm the Intergovernmental Coordination and Review (ICAR) and Public Transportation Coordination Joint Participation Agreement (JPA) Pg 84
- Attachments 
- x.  Authorization to Issue a Purchase Order to First Class Coach Sales Under the Florida Department of Transportation's Vehicle Procurement Program (FVPP) State Contract #FVPP-08-SC-FCC for the Procurement of Thirty-one (31) Paratransit Replacement Vehicles Pg 97
- xi.  Authorization to Enter into a Memorandum of Understanding/Agreement with the Florida Department of Transportation, City of Altamonte Springs and the City of Casselberry for Flex Bus Transit Services Pg 100
- Attachments 
- xii.  Authorization to Submit a Grant Application to the Federal Transit Administration (FTA) for the LYNX-Orlando Trail Project and Amend the Inter-local Agreement with the City of Orlando Pg 106
- xiii.  Authorization to Execute an Annual Participatory Funding Agreement with METROPLAN ORLANDO for FY 2010/2011 Pg 108
- Attachments 
- xiv.  Authorization to Issue a Purchase Order to First Class Coach Sales Under the Florida Department of Transportation's Vehicle Procurement Program (FVPP) State Contract #FVPP-08-SC-FCC for the Procurement of Six (6) Circulator Vehicles Funded by the American Recovery and Reinvestment Act (ARRA) Pg 115
- xv.  Authorization to Execute a Contract with METROPLAN ORLANDO for Fiscal Year 2010/2011 Transit Planning Activities Pg 118
- Attachments  

- A.  Authorization to Execute a Vehicle Lease Agreement with MV Transportation, Inc., for Paratransit Services Pg 138
  - B.  Authorization to Modify Contract #06-034 with MV Transportation, Inc., to Adjust MV's Fixed Cost Reimbursement in Exchange for the Provision of Capital Vehicle Leases for Paratransit Services Pg 153
  - C.  Authorization to Remediate LYNX' South Street Facility Pg 155
  - D.  Authorization to Enter into the FY2011 Service Funding Agreements with the Regional Funding Partners Pg 158
  - E.  Adoption of Fiscal Year 2011 Operating and Capital Budgets Pg 278
  - F.  2011 State Legislative Priorities Pg 283
- Attachments 

## 8. Information Items

- A.  LYNX' Project List Pg 291

## 9. Other Business

- A.  Update on the American Public Transportation Association's Transit Board Member Seminar Pg 301

## 10. Monthly Reports

- A.  Monthly Financial Reports - July 31, 2010 Pg 302
- Attachments 
- B.  Monthly Financial Reports - June 30,2010 Pg 310
- Attachments 
- C.  LYNX' American Recovery and Reinvestment Act Project Status Report (ARRA) for June and July 2010 Pg 318
- D.  Ridership Reports from October 2009 through July 2010 Pg 323
- E.  Planning & Development Report Pg 331
- F.  Communication Division Report Pg 334
- G.  Government Affairs Report Pg 339
- H.  Monthly Employee Travel - September 2010 Pg 341
- I.  Monthly Employee Travel - August 2010 Pg 342

## 11. Executive Session

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, 2<sup>nd</sup> Floor  
Orlando, FL 32801

**DATE:** July 28, 2010

**TIME:** 2:12 p.m.

---

---

**Members in Attendance:**

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

**Members Absent:**

---

---

The Chairman recognized Linda Watson, Chief Executive Officer, for a presentation.

Ms. Watson noted that she had previously introduced the concept of smart buses operating on smart streets and stopping at smart bus stops. The LYMMO system is an example of smart streets that LYNX hopes to expand on major corridors. The advances in technology are making the buses smarter. LYNX is now ready to introduce a new concept to riders by deploying a system which gives riders immediate access to bus schedules at LYNX bus stops. Riders will have the ability to scan a Quick Response (QR) Code with their camera phone and automatically link to the bus schedule of the stop their located at. LYNX will be the first transit organization to deploy the use of QR Codes for transit information in the nation.

Users can load the free software onto their camera phone and then simply scan the code located at the stop to launch the route schedule. This will allow LYNX to easily place route schedule information at all stops and allow riders to easily obtain the schedule information. LYNX will have links to the scanners available for free download on [www.GoLYNX.com](http://www.GoLYNX.com)

LYNX will begin placing QR Codes at the stops of 3 routes, evaluate the project then expand this throughout the system.

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

The Chairman, Commissioner Carlton Henley, called the meeting to order at 2:12 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 July 1, 2010 Board of Directors meeting. The motion passed unanimously.

**Motion** was made and seconded to approve the Minutes of the May 26, 2010 Board of Directors meeting. The motion passed unanimously.

## **3. Public Comments**

Margo Wright, Sara Brown, Jack Couture and Cheryl Stone commended Linda Watson, LYNX' Chief Executive Officer, for her leadership of the organization, involvement in the community and responsiveness to passengers during her tenure.

Cheryl Dirienzo complimented LYNX for its support of the disabled community.

Joanne Counelis addressed the Board in support of 24 hour service 7 days a week including holidays and weekends.

## **4. Recognition**

The Chairman recognized City of Orlando Mayor Buddy Dyer, presented Linda Watson, LYNX' Chief Executive Officer, with a Proclamation declaring July 28, 2010, Linda Watson Day in the City.

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

The Chairman recognized Linda Watson, Chief Executive Officer, to report on the following items:

1. The LYNX Talking Paws Toastmasters Club has become an officially chartered club by Toastmasters International. LYNX has 24 employees as members, meeting weekly since March 18<sup>th</sup>, and giving speeches.
2. The Florida Commission for the Transportation Disadvantaged has named LYNX as the Urban Community Transportation Coordinator (CTC) of the Year. The award is based on efficiency, cost-effectiveness and the change in policy to reduce uncollected fares was highlighted. In 2009, ACCESS LYNX provided more than 3 million transportation disadvantaged trips, reduced costs by 30% and accidents by 6%. The service also earned high marks for outstanding customer service.
3. LYNX is donating 104 cell telephones that were lost and found to the Harbor House, a shelter for women and children who are victims of domestic violence. The phones will then be distributed to the women. This donation is the result of work by Bill Donegan, Orange County Property Appraiser. Mr. Donegan's office is hosting the International Association of Assessing Officers. The IAAO's host selects a charity project for the City's in which they meet. Mr. Donegan's office selected the donation of phones to Harbor House.
4. The American Public Transportation Association (APTA) has confirmed that Orlando will be the host site for the National Annual Expo in either 2017 or 2020.

5. The regional office of Transportation Security Administration (TSA) presented LYNX with a plaque to recognize the partnership in training, VIPER exercises and a myriad of other activities. It was noted that at a recent meeting in Chicago that the experience the TSA has with LYNX is being used as the model across the country. The recognition reflects the work of Bill Zielonka, Director of Safety, Security and Risk Management, and his staff. In addition to the recognition of TSA, Bill Zielonka and I were presented with the “Chief’s Special Award” from the Orlando Police Chief for our coordination with the department. Again, this award reflects the work of Bill and his team.
6. Staff has been working with the Institute of Virginia Tech for the past 18 months on its Environmental and Sustainability Management System. LYNX received the highest score of any transit system that has completed the program. The team applied strict environmental standards in 10 areas that have the potential for harmful environmental impacts, finding ways to resolve and prevent these impacts and integrated the standards into the overall business operations.
7. I want to thank the Board, the staff and the community for 6 of the best years in my professional career. Central Florida is an area with tremendous opportunity for significant development of transit. With all the champions sitting on the LYNX Board, I know there will be much success ahead. I am truly happy to have been a small part of it. Thank you for your hard work and your support of what we do.

The Chairman recognized Orange County Mayor Rich Crotty, who recognized Linda Watson for her leadership and the work that she has done as LYNX’ Chief Executive Officer. The Mayor closed his remarks with “I am proud to call you friend.”

## 6. Consent Agenda

### A. Release Requests for Proposal (RFP)

- i. Authorization to Release a Request for Proposal (RFP) for Operator Uniforms
- ii. Authorization to Release an Invitation for Bid (IFB) for Resurfacing of the Brick Pavers and Passenger Tarmac at the LYNX Central Station
- iii. Authorization to Release a Request for Proposal (RFP) for Advertising Sales on LYNX’ Bus Shelters

### B. Award Contracts

- i. Authorization to Award Contract To Burgess Chambers and Associates for Money Purchase Plan and Deferred Compensation Plan Investment Monitor
- ii. Authorization to Award a Contract to Cherry, Bekaert, & Holland, L.L.P.
- iii. Authorization to Award a Contract to RKA Petroleum Companies, Inc. for Purchases of 87 Octane Unleaded Gasoline
- iv. Authorization to Award a Contract to Mansfield Oil Company for Purchases of Dyed Ultra Low Sulfur Diesel Fuel
- v. Authorization to Award a Contract to Groundtek of Central Florida, Inc. for Bus Stop Lawn Maintenance and Trash Removal
- vi. Authorization to Award a Contract to TJ’s Quality Construction Clean Up for Pressure Cleaning Services of LYNX’ Bus Shelter
- vii. Authorization to Award Contract to Just Program, LLC DBA/Solodev for Website Hosting and Design Services

**C. Extension of Contracts**

- i.** Authorization to Exercise First Year Option of Contract #07-043 with Tuff Cut, Inc. for Landscaping Maintenance Services at LYNX Facilities
- ii.** Authorization to Exercise the First Year Option of Contract #08-C01 with Grosvenor Building Services for Janitorial Services at LYNX Central Station and LYNX Operations Center
- iii.** Authorization to Execute the First Option Year of Contract #08-C14 with
- iv.** Consideration of Amending the Lease with Champs French Bakery of Orlando, Inc.

**D. Miscellaneous**

- i.** Authorization to Approve the Disadvantaged Business Enterprise Participation Goal for 2011-2013
- ii.** Authorization to Submit the Title VI Program to the Federal Transit Administration
- iii.** Authorization to Amend the Anti-Drug and Alcohol Misuse and Prevention Program for Safety Sensitive Employees
- iv.** Authorization to Adopt the Anti-Drug and Alcohol Misuse and Prevention Program for Non-Safety Sensitive Employees
- v.** Authorization to Ratify the Submittal of Tiger II, and the State of Good Repair Grant Applications to the Federal Transit Administration
- vi.** Authorization to Submit Grant Applications with the Federal Transit Administration for FY 2010 Urbanized Area and Capital Investment Fixed-Guideway Program Apportionments
- vii.** Authorization to Implement the Proposed Service Changes for August 15, 2010
- viii.** Authorization to Initiate the Public Participation Process for the December 5, 2010 Service Changes
- ix.** Authorization to Ratify the Final Draft Fiscal Years 2011-2020 Transit Development Plan (TDP) Update
- x.** Authorization to Increase Contract #10-C19 with Costa DeVault for Consulting Services for Marketing and Public Relations
- xi.** Authorization to Purchase Nine Vanpool Vehicles for Replacement of Retired Vehicles
- xii.** Authorization to Auction Surplus Vehicles
- xiii.** Authorization to Enter Into an Annual Coordination Agreement with Three Medicaid Compensable Entities and Forty-eight Non-Compensable Entities
- xiv.** Authorization to Issue a Change Order to Don Wood, Inc. for Design Changes for the Biodiesel Demonstration Project

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

**7. Action Agenda**

**A. Authorization to Transfer Deferred Compensation Plan Funds from Nationwide Insurance Company to The Hartford Insurance Company**

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



Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to approve the transfer of Administrative Pension Deferred Compensation funds from Nationwide Insurance Company (Nationwide) to The Hartford Insurance Company (Hartford).

**Motion** was made and seconded to authorize the Chief Executive Officer (CEO) or designee to approve the transfer of Administrative Pension Deferred Compensation funds from Nationwide Insurance Company (Nationwide) to The Hartford Insurance Company (Hartford).

**B. Authorization to Approve the Amalgamated Transit Union (ATU) Local 1596 Pension Plan Amendment #9 Deferred Retirement Option Program (DROP)**

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

Staff is requesting the Board of Directors' authorization to direct Management Trustees to finalize Amendment #9 with the Pension Plan's legal counsel.

This Amendment includes adding a money market investment option for participants who have elected to participate in the Deferred Retirement Option Program (DROP).

**Motion** was made and seconded to direct Management Trustees to finalize Amendment #9 with the Pension Plan's legal counsel. The Motion passed unanimously.

**C. Authorization to Amend the FY2010 Operating and Capital Budgets**

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

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to amend the FY2010 Operating Budget to correspond with previous Board item approvals and other various changes necessary to fund and operate LYNX services.

Also, staff is requesting to amend the FY2010 Capital Budget to include changes in funding for the ARRA projects and the LYMMO Alternative Analysis.

The only changes to local funding proposed in this budget amendment are the City of Orlando funding for the LYMMO Alternative Analysis Study and the Polk County funding for the Pick-Up-Line Link 603. This does not require additional funds from the City of Orlando.

**Motion** was made and seconded to authorize the Chief Executive Officer (CEO) or designee to amend the FY2010 Operating and Capital Budgets. The Motion passed unanimously.

**D. Adoption of Resolution No. 10-003 Appointing Edward L. Johnson interim Chief Executive Officer**

The Chairman recognized Linda Watson, Chief Executive Officer, to make the presentation.

Staff is requesting the Board of Directors' adoption of Resolution #10-003 appointing Edward L. Johnson, Interim Chief Executive Officer of the Central Florida Regional Transportation Authority (d/b/a LYNX), and effective August 1, 2010 until repealed by the Governing Board of the Authority.

**Motion** was made and seconded to adopt Resolution #10-003 appointing Edward L. Johnson, Interim Chief Executive Officer. The Motion passed unanimously.

**E. Adoption of Revised Administrative Rules**

The Chairman recognized Pat Christiansen, LYNX' General Counsel, to make the presentation.

Staff is requesting the Board of Directors' adoption of LYNX' Administrative Rules 1, 2, 4, 6, 10 and 11.

Mr. Christiansen noted that details were provided to the Audit Committee.

The Chairman noted that the Audit Committee recommended adoption.

**Motion** was made and seconded to adopt LYNX' Administrative Rules 1, 2, 4, 6, 10 and 11. The Motion passed unanimously.

**8. Information Items**

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

**9. Other Business**

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

City of Orlando Mayor Dyer recognized LYNX' partnership with the Orlando Police Department and the assistance with the "Crime-Line Tips" signs.

The Chairman recognized Linda Watson for her accomplishments during her tenure and wished her success in her new endeavors.

**10. Monthly Reports**

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

**Meeting adjourned at 3:35 p.m.**

Consent Agenda Item #6.A. i

**To:** LYNX Board of Directors

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

**Phone:** 407.841.2279 ext: 6036

**Item Name:** Release Requests for Proposal (RFP)  
Authorization to Release a Request for Proposal (RFP) for Architectural  
and Engineering Services for Projects Related to Facility Improvements and  
Major Repairs

**Date:** 9/23/2010

---

**ACTION REQUESTED:**

Staff is requesting the Board of Directors' authorization for the Interim Chief Executive Officer or designee to release a Request for Proposal (RFP) for architectural and engineering services for facility improvements and major repairs.

**BACKGROUND:**

In August 2005, LYNX released an RFP for architectural and engineering services. EarthTech/AECOM Technical Services, Inc. was the successful respondent and was awarded Contract #05-002 in October 2005 to begin services in January 2006. The contract was for a term of three years with two one-year options.

The current contract with EarthTech/AECOM expires on January 21, 2011 which includes both option years.

Contract #05-002 was initially approved by the Board of Directors on October 27, 2005 for a term of three years. The first option year was approved by the Board on December 11, 2008 with a not-to-exceed aggregate annual total of \$500,000. The current extension term of the contract with AECOM was approved by the Board on January 7, 2010 and will expire on January 22, 2011.

The original scope of services under the architectural and engineering (A&E) contract covered passenger amenity improvements, operations and facilities major repairs/improvements and

landscape/architecture. During the first 3 ½ years of this contract the majority of the funds were programmed for passenger amenity improvements. A separate contract for A&E services for passenger amenity improvements was awarded to AECOM at the September 24, 2009 Board of Directors meeting.

The new contract that results from this RFP will be used for general A&E services for projects relating to facility improvements and major repairs as well as other non-passenger amenity related tasks.

The following is a list of potential projects for FY2011 that may require engineering assistance:

- Maintenance Plan for LOC
- South Street maintenance building demolition and removal of waste oil tanks to address remediation efforts
- Construction of a new South Street maintenance building for paratransit upgrade
- Southern and northern operations facilities
- New ARRA projects if there is a re-distribution of funds
- Electrical design for DPF cleaning equipment installation
- Installation of a high pressure hot water pressure cleaner
- Roadway repairs at Super Stops
- Other building or compliance issues that require permitting

The following Task Orders have been issued under the second option year.

<b>Task Order</b>	<b>Project Title</b>	<b>Amount</b>
10-01	LOC Bldg. B Roof Assessment	\$ 10,274.00
10-02	LYNX Facility Maintenance Program	\$ 26,583.00
10-03	South Street Remediation Action Plan	\$ 4,721.00
10-04	LOC Generators & Building Upgrades	\$160,645.00
10-05	Repairs to LOC Pond #5	\$ 15,693.00
10-06	FDOT Parking Lot	\$ 14,908.00
10-07	LOC Bldg. B Roof Repairs	\$ 6,350.00
10-08	LCS Lighting Efficiency	\$ 10,272.00
10-09	Engineering Evaluation & Scope Development Osceola Mall	\$ 24,962.00
10-10	Evaluation of Waste Water Discharge for City Compliance	\$ 5,000.00
10-11	Design Plans for Permitting to Install Oil/Water Separators	\$ 11,043.00
10-12	Engineering Evaluation of Canopy in the Biodiesel Load Area	\$ 4,157.00
10-13	Repair of LOC Bldg. B Sidewalks	\$ 4,000.00
<b>Total Value of Task Orders Issued</b>		<b>\$298,608.00</b>

**DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION:**

## LYNX Board Agenda

LYNX' procurement policy requires contractors to use a good faith effort to subcontract portions of their work to Disadvantaged Business Enterprise Firms (DBE). LYNX has established a participation goal of 6% for this project and scope.

### **FISCAL IMPACT:**

LYNX staff has included funding for architectural and engineering services for facility improvements and major repairs in the proposed FY2011 Operating and Capital Budgets. In order to account for any anomalies in any given year of the contract, the contract will be awarded based on a total aggregate amount of \$1,250,000. Staff plans to present the contract award at the November Board meeting for approval.

Consent Agenda Item #6.A. ii

**To:** LYNX Board of Directors

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

**Phone:** 407.841.2279 ext: 6058

**Item Name:** Invitation for Bid (IFB)  
Authorization to Release an Invitation For Bid (IFB) for the Construction of the Kissimmee Intedmodal Center

**Date:** 9/23/2010

---

**ACTION REQUESTED:**

Staff is requesting the Board of Directors' authorization for the Interim Chief Executive Officer (CEO) or designee to release an Invitation for Bid (IFB) to award a fixed price service contract for the construction of the Kissimmee Intermodal Center.

**BACKGROUND:**

In accordance with LYNX' Transit Development Plan, Planning staff has been coordinating with the City of Kissimmee for the construction of an 8-bay Superstop 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. The 8-bay facility will accommodate 6 buses up to 40 feet in length and two articulated buses up to 60 feet in length.

Prior to securing the Federal funds and beginning construction for the project, ownership of the land must be secured by FDOT and satisfactory maintenance and continuing control must be demonstrated. FDOT is scheduled to take ownership of the property as part of the purchase of CSX right-of-way by the end of the summer. At the end of the seven year period that FDOT operates the SunRail system, ownership will be transferred to the Central Florida Commuter Rail Commission.

FDOT and LYNX have developed a Joint Participation Agreement (JPA) to address the Federal requirements for funding the project and to memorialize the relationships and responsibilities of

the two parties. LYNX staff will ask the Board for authorization to approve the agreement with the Florida Department of Transportation for construction, operation and maintenance for the Kissimmee Intermodal Center at the September 23, 2010 meeting.

**DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION:**

The DBE goal for this project will be 10.5%.

**FISCAL IMPACT:**

The estimated \$1,539,000 construction project is a 100% federally funded grant project that is part of the capital amenities budget.

Consent Agenda Item #6.B. i

**To:** LYNX Board of Directors

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

**Phone:** 407.841.2279 ext: 6036

**Item Name:** Award Contracts  
Authorization to Award Contract to Roger B. Kennedy, Inc., for the LYNX Operations Center Parking Lot Expansion and Pond 5 Improvements

**Date:** 9/23/2010

---

**ACTION REQUESTED:**

Staff is requesting the Board of Directors' authorization for the Interim Chief Executive Officer or designee to award Contract to Roger B. Kennedy in the amount of \$402,002 for the LYNX Operations Center parking lot expansion and Pond 5 improvements. The bid results and award recommendation from AECOM Technical Services are attached.

**BACKGROUND:**

Authorization to release an Invitation for Bid (IFB) was approved by the Board of Directors at its May 2010 meeting.

The existing LYNX Operations Center (LOC) maintenance employee parking lot needs to be expanded to meet the increased demand at the site. Currently, employees are parking on grassy areas. The expansion will include the current grass area that was not completed in the original LOC design and additional areas that were proposed for Building A. This will add approximately 150 additional parking spaces and includes landscaping, irrigation and lighting to match the existing parking lot.

Detention pond 5 was designed as a dry pond in 1999 prior to the construction of the LOC. It now has a drainage problem which needs to be corrected prior to the parking lot expansion in order to be in compliance with the St. Johns River Water Management District. This will require the replacement of two feet of sand and the installation of a French drain system to ensure proper drainage. A dry pond is designed to detain water for no more than 72 hours and the LYNX



detention Pond 5 is retaining water. AECOM determined by way of testing soil samples that upgrades are needed to allow the water to drain properly.

**DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:**

LYNX has an approved overall goal of 9%. LYNX' procurement policies require prime contractors make a good faith effort to subcontract a portion of the work to DBE firms. This contract has established a DBE goal of 5% participation.

**FISCAL IMPACT:**

The bid results of \$320,532 for the parking lot will be funded using available ARRA funds and the bid results of \$81,470 for Pond 5 will be funded with capital funds and are included in the annual capital budget for FY2010. The total project cost is \$402,002.

**LYNX LOC Parking lot Expansion and Pond 5 Repairs  
Bid Results and Award Recommendation**

**LYNX Solicitation #10-B.09  
“LYNX LOC Parking Lot Expansion and Pond 5 Repairs”**

Background:

LYNX Solicitation 10-B09 was issued on August 10, 2010, for the “LYNX LOC Parking Lot Expansion and Pond 5 Repairs.” This IFB consists of the parking lot expansion on the north side of LYNX lane adding 122 spaces and the repairs to Pond 5 that is not draining as designed.

The solicitation was placed on LYNX’s website where the documents could be downloaded.

A pre-bid meeting and site visit was as held on August 17, 2010. Clarifications were issued on August 24, 2010 that provided information on the type of indigenous soils, dewatering activities and construction access to the pond.

The names, addresses and telephone numbers of the companies requesting bid packages were recorded by LYNX. Prospective bidders were provided copies of the solicitation and the clarifications from the LYNX website.

The bids were opened by LYNX procurement personnel and read aloud at the formal public bid opening at 2:00 p.m. on September 8, 2010. Key information was recorded on the attached bid Summary Sheet. Bids were received from three firms and ranged from \$402,002 - \$562,796. *Roger B. Kennedy, Inc.* submitted the apparent low bid of \$402,002.

LYNX procurement policies require competitive awards of construction contracts to the low, responsive, responsible bidder. LYNX has indicated that the bid by *Roger B. Kennedy, Inc.* was the apparent low responsive, responsible bid.

**Bid Analysis**

*Roger B. Kennedy, Inc.* is the apparent low responsive and responsible bidder, at \$402,002. This was broken down to \$320,532 for the ARRA funded parking lot portion and \$81,470 for the Pond 5 repair portion. Responsiveness is demonstrated by examining the bid documents. The bid forms were properly executed, and a Bid Bond was provided, thereby establishing the responsiveness of the bid from *Roger B. Kennedy, Inc.* They have confirmed their bid amount and indicated that they have included the Davis Bacon Wage rates and requirements.

Responsibility Survey:

Procurement practice dictates that purchases shall be made from, and contracts shall be awarded to, responsible prospective contractors only. The award of a contract to a supplier based on lowest evaluated price alone can be false economy if there is subsequent default, untimely service, or unsatisfactory performance, resulting in additional contractual or administrative costs. Therefore, it is necessary for a prospective contractor to affirmatively demonstrate its responsibility. This can be achieved through a "pre-award survey," which evaluates a prospective contractor's capability to

perform a proposed contract. Generally, to be determined responsible, a prospective contractor must demonstrate the following:

- A. Adequate Financial Resources to perform
- B. Comply with the required Performance Schedule
- C. Satisfactory Performance History
- D. Satisfactory Record of Integrity and Business Ethics
- E. Necessary Administrative and Technical Skills
- F. Necessary Equipment, Facilities, and Subcontractor Support
- G. Achieve contract DBE Participation Goals
- H. Be otherwise Qualified and eligible to receive an award under applicable laws and regulations.

#### Survey Results:

A pre-award survey was conducted September 10 through September 14, 2010, with the following results, and conclusions:

- A. **Financial Resources.** *Roger B. Kennedy, Inc.* currently maintains a business account at Orange Bank of Florida, Inc. The firm has had annual average receipts of over \$51,000,000 over the 3 past fiscal years.
- B. **Performance Schedule.** *Roger B. Kennedy, Inc.* has completed several projects for both the public and private sectors. Most of the projects related to Westgate Town Center which included site work and structures. They have completed a project with the City of Casselberry that included a bike trail. These projects were completed on schedule or early.
- C. **Performance History.** *Roger B. Kennedy, Inc.* is a Florida corporation and has been in business for over 11 years. They have worked on projects ranging in size from \$170,440 to \$26million.

References were checked with past and current clients for projects accomplished by *Roger B. Kennedy, Inc.* They completed several large construction projects that included multi-story building and large parking lots and site work for Westgate Resorts. Mr. George Palmere, Project Manager, indicated that his experience with *Roger B. Kennedy, Inc.* over the past 12 years has been very positive. They are very cost-effective in their work and completed the projects in a timely manner. The staffing was more than adequate and there were no issues with the subcontractors. If he had the work, he would use them again. They have completed projects that ranged from \$2.8 million to \$26 million.

*Roger B. Kennedy, Inc.* recently completed a 2 mile bike trail for The City of Casselberry. Mr. Luis Cruz, Project Manager, indicated that his experience with them was very good. They managed the project very well, completed the project ahead of schedule and within the \$758,884 budget. The project completion package with the as-builts and warranties was very comprehensive. Pay requests were timely and included only work that was

completed. There were no issues with subcontractors or staffing. He would use them again if he had work for them.

In summary, all available information on *Roger B. Kennedy, Inc.* relative to their experience, capabilities, and performance is positive, and indicates that they are qualified to perform this project.

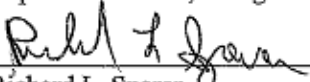
- D. **Integrity and Business Ethics.** *Roger B. Kennedy, Inc.* has certified that it (nor any of its principals/officers) has never failed to complete a contract. A check of the State of Florida contractor's database found that there are no complaints on file.
- E. **Administrative and Technical Skills.** *Roger B. Kennedy, Inc.* project manager Michael Sundquist has an active General Contractor license (#CGC 1518765) and has been in business 12 years. They have very good project tracking reports and administrative staff. This local company is part of the Kennedy Organization family construction business which has been in business for over 130 years.
- F. **Equipment and Facilities, Subcontractor Support.** *Roger B. Kennedy, Inc.* has 19 employees and 11,300 square feet of office space located in Seminole County. They have an additional 8,100 square feet for parking, storage and lay-down yard. They also have a sufficient number of subcontractors that can be used as needed.
- G. **DBE Participation Goals.** LYNX procurement policies for construction and other service contracts require prime contractors make a good faith effort to subcontract a portion of the work to DBE firms. This contract has established a DBE goal of 5% participation.

*Roger B. Kennedy, Inc.* has indicated that K & C Environmental Services, LLC will provide temporary erosion control and sodding and Glory Fence, Inc. will supply and install the fencing. The total of these are \$19,627. This represents 5% of the total project cost.

- H. **Other Qualifications.** The survey did not reveal any information to indicate this firm lacked any qualifications or was in any way ineligible to receive an award under applicable laws and regulations.

#### **Recommendation**

AECOM Technical Services found that *Roger B. Kennedy, Inc.* is considered to be a responsible prospective contractor and fully meets the standards as outlined above. It is the recommendation of the undersigned that *Roger B. Kennedy, Inc.* is determined to be the low, responsive, responsible bidder, is eligible for, and should be awarded this contract.

  
Richard L. Sparer  
Senior Transportation Planner  
AECOM Technical Services.

<b>BID NUMBER: 10-B09</b> <b>TITLE: LOC PARKING LOT EXPANSION AND POND 5 REPAIRS</b> <b>DUE DATE: SEPTEMBER 8, 2010</b> <b>TIME: 2:00PM EST</b>		<b>BID AMOUNT</b>	
DESCRIPTION	BID AMOUNT	BID AMOUNT	BID AMOUNT
LYNX Operations Center Parking Lot Phase II – ARRA Funded	320,532.00	384,239.00	338,218.35
Pond 5 Rehabilitation – Non ARRA Funded	81,470.00	178,557.00	125,132.47
	<b>TOTAL BID</b>	<b>402,002.00</b>	<b>463,350.82</b>
	Roger B. Kennedy, Inc 1105 Kensington Park Dr Altamonte Springs, FL 32714	Complog 2800 S. Orange Blossom Trail Orlando, FL 32805	Emerald Utilities and Site Development 1601 Park Center Drive, Suite 6B Orlando, FL 32835



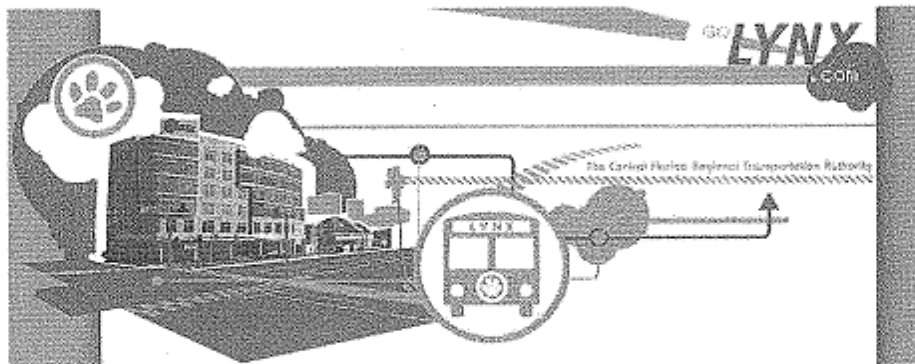
**ROGER B. KENNEDY, INC.**  
GENERAL CONTRACTORS  
CONSTRUCTION MANAGERS

1105 Kensington Park Drive  
Altamonte Springs, FL 32714  
407.478.4500  
407.478.4501 Fax  
05055943

*Proposal for:*

**COPY**

**LYNX LOC Parking Lot Expansion  
and Pond 5 Repairs  
Solicitation: 10-B09**



*Presented to:*

**Central Florida Regional Transportation Authority  
(LYNX)  
455 N. Garland Avenue  
Orlando, FL 32801**

*Due Date:*

**September 8, 2010 @ 2:00 PM**

**EXHIBIT C  
BID SCHEDULE**

1. LYNX Operations Center Parking Lot Phase II – ARRA Funded	<u>\$ 320,532.00</u>
2. Pond 5 Rehabilitation – Non ARRA Funded	<u>\$ 81,470.00</u>
Total BID	<u>\$ 402,002.00</u>

Note: On Drawing Number L2.00 titled "Landscaping & Irrigation Construction Bid Set, landscaping note 10. Bidders shall submit unit pricing for all bid items. Bidders shall attach this itemized list to Exhibit C.

**\*\* NOTE: THIS FORM MUST BE COMPLETED AND RETURNED WITH THE BID \*\***

Consent Agenda Item #6.B. ii

**To:** LYNX Board of Directors

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

**Phone:** 407.841.2279 ext: 6047

**Item Name:** Award Contracts  
Authorization to Award a Contract to Security 101 for the Upgrading of the CCTV Security System.

**Date:** 9/23/2010

---

**ACTION REQUESTED:**

Staff is requesting the Board of Directors' authorization for the Interim Chief Executive Officer (CEO) or designee to award a Firm Fixed Price Contract in the amount of \$333,342.45 to Security 101 for the upgrading of the CCTV Security System.

**BACKGROUND:**

The RFP for the CCTV security systems was released on Monday, May 13, 2010 and proposals were due to LYNX on Monday, June 7, 2010.

Five responses were received from the following firms:

- ADT Security
- Inter Pacific
- NuTech National
- Security 101
- Smart Watch

The Source Evaluation Committee (SEC) consisted of the following personnel:

- Bill Zielonka, Director of Safety and Risk Management
- Tori Iffland, Manger of IT
- Cathy Cavins, ARRA Project Manager
- Lorna Hall, Safety and Security
- Vijayvargiya Prahallad, Safety and Security



The proposals were evaluated on the following criteria in descending order of importance:

- A. Price/Cost – (40 Points)
- B. Company Qualifications - (25 Points)
- C. Personnel & Experience - (18 Points)
- D. Methodology/Approach - (10 Points)
- E. Financial Qualifications - (7 Points)

The SEC met on Tuesday, June 15, 2010 to discuss the five responses. The meeting was publicly noticed and each firm was notified of the date and time of the meeting.

The results of the SEC rankings were as follows (based upon a maximum possible score of 500):

Vendor	Score	Ordinal
Security 101	388	1
NuTech National	378	2
ADT Security	325	3
Inter Pacific	300	4
Smart Watch	263	5

Following the June 15, 2010 SEC meeting, the SEC decided that the firms ranked 3, 4 and 5 did not meet all the technical requirements of the RFP. The two qualified firms, Security 101 and NuTech National, were invited to come back to answer additional questions regarding the technical aspects of their proposals.

The SEC met on Tuesday, June 22, 2010 at 10:00 with representatives from Security 101 and NuTech National to discuss the technical aspects of their proposals. At the conclusion of the discussions with both firms, the SEC rescored each proposal based upon the additional information provided by each firm.

The results of the rankings after the June 22, 2010 meeting were as follows (based upon a maximum possible score of 500):

Vendor	Score	Ordinal	Cost
Security 101	419	1	\$333,342.45
NuTech National	404	2	\$488,726.60

Based on the rankings above, the SEC recommended the award for this project be made to Security 101.

On Wednesday, June 23, 2010, Rich Bannon, Manager of Procurement and Contracts received a letter of protest from NuTech National. On Tuesday, June 29, 2010, the Manager of Procurement and Contracts received a second letter of protest from NuTech National. A copy of the two protest letters were forwarded to general counsel.

On Monday, July 12, 2010, an Administrative Hearing was held by the Manager of Procurement and Contracts to discuss the merits of NuTech National's protests. The SEC was invited to attend and participate, although the Manager of Procurement and Contracts reserved jurisdiction to make rulings with respect to the protests.

The following individuals were present during the Administrative hearing;

Rich Bannon, Manager of Procurement and Contracts

Jim Goldsmith, Esq., Akerman Senterfitt

Greg DeTardo, President of NuTech National

Joseph Lane Esq., Lowndes, Drosdick, Doster Kantor and Reed, P.A. Representing NuTech National.

Ross Linville, President of Security 101

Members of the SEC

At the conclusion of the hearing, the Manager of Procurement and Contracts dismissed the non-technical aspects of NuTech's protest on the basis that such protests were without merit. The Manager of Procurement and Contracts reserved judgment on the technical aspects of the protests (which related to whether Security 101's proposal was capable of satisfying the technical requirements of the RFP) until he could receive input from an independent third party on such matters.

The Manager of Procurement and Contracts hired Harris Corp. to evaluate the technical aspects of NuTech's protests – specifically, whether Security 101's proposal satisfied the technical requirements of the RFP. On August 2, 2010, LYNX received a report from Harris Corp. indicating that the proposal submitted by Security 101 met the technical requirements as stated in the RFP. Torri Iffland, Manager of IT, reviewed and confirmed Harris Corp's report.

On August 10, 2010, the Manager of Procurement and Contracts sent a letter to NuTech National rejecting NuTech National's protest in its entirety.

On August 20, 2010, NuTech National sent a letter of appeal to Bert Francis, Chief Financial Officer.

On September 3, 2010, after reviewing all of the relevant documents and reviewing all of the steps taken by the Manager of Procurement and Contracts with respect to the protest, Bert Francis sent a letter to NuTech National rejecting their appeal. The CFO is the final step in the appeal process in accordance with LYNX Administrative Rule #4 and the RFP.

Therefore, based on the rankings of the SEC and the fact that it has been determined that the Security 101 proposal meets the technical aspects of the RFP and is \$155,384.15 lower than the NuTech proposal, staff is recommending award of the contract be made to Security 101.

**DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:**

LYNX has an approved annual DBE goal of 9%. LYNX' procurement policies require contractors to make a good faith effort to subcontract portions of their work to DBE firms. Security 101 has documented a DBE commitment of 17% to The BRS Group, a certified DBE firm.

**FISCAL IMPACT:**

The contract amount is \$333,343. The original budget for the project was \$317,909. The total amount of the DHS grant was \$747,280 which included other project related expenses. The difference of \$15,434 will be reallocated within the funds available in the DHS grant.

Consent Agenda Item #6.B. iii

**To:** LYNX Board of Directors

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

**Phone:** 407.841.2279 ext: 6058

**Item Name:** Award Contracts  
 Authorization to Award FY 2011 Job Access Reverse Commute (JARC) and  
 New Freedom Program (NFP) Agreements to Local Coordinating Human  
 Services Agencies

**Date:** 9/23/2010

**ACTION REQUESTED:**

Staff is requesting the Board of Directors’ authorization for the Interim Chief Executive Officer (CEO) or designee to enter into Local Coordination Funding Agreements with various Human Services Agencies.

**BACKGROUND:**

On April 22, 2009 the Board of Directors authorized staff to finalize the negotiations and financial terms regarding the pass through of Federal Transit Administration (FTA) funding with the Job Access Reverse Commute (JARC) and New Freedom Program (NFP) with the 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) **Bishop Grady Villas** to expand employment-related and vocational training transportation services for individuals with lower incomes \$25,000
- (2) **Seminole Community Mental Health Center** to expand transportation service to clients residing in outlying areas of Seminole County \$35,000
- (4) **Seminole County Meals on Wheels, Etc.** to expand services to elderly individuals in outlying areas of Seminole County \$37,000
- (5) **Quest, Inc.** to expand transportation service to more clients with cognitive disabilities \$94,000

(6) Primrose Center, Inc. to expand transportation service to more clients cognitive disabilities	\$73,500
(7) Opportunity Center, Inc. (formerly Osceola ARC) to expand transportation service to more clients with cognitive disabilities	\$50,000
(8) Independent Transportation Network of Orlando to expand transportation Service to more elderly clients and clients with visual impairments	\$130,700
<b>TOTAL</b>	<b>\$445,200</b>

Although Goodwill, Inc. and the PALMAS Refugee Program were included on the list of human services agencies that were submitted to the Board in April 2009, LYNX has since determined that passing grant funds through to these agencies would not be appropriate because they are not service providers; however, they do purchase tickets for their clients. LYNX is in the process of discussing other arrangements to assist these agencies.

The funding to be awarded under these contracts 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 will use funds awarded under the JARC and NFP programs to pay human services agencies that will provide transportation services to transportation disadvantaged clients. 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 coordination agreements have been developed in collaboration with the affected agencies. A Copy of the standard agreement is included here.

The terms of the agreements require the agencies as part of the local coordinated transportation system, to report certain data, such as number of trips provided and mileage, to LYNX for incorporation into our annual National Transit Database (NTD) report, as well as annual performance evaluation data required by FTA for the JARC and NFP programs.

### **FISCAL IMPACT:**

As the CTC, it is incumbent upon LYNX to establish cost-efficiencies in service delivery. Partnerships with human services agencies in Orange, Seminole and Osceola counties will allow LYNX to leverage resources and mitigate possible additional costs associated with providing the services through our ACCESS LYNX program.

Through the direct contracting of transportation services with human services agencies, additional transportation services and transportation options can be provided to the transportation disadvantaged citizens of our service area.

For every trip provided by our partner Human Service Agencies that would have otherwise been provided by our ACCESS LYNX program, LYNX will recognize a savings of approximately \$30.24 per trip. Estimated total expenditures to the Human Service Agencies from JARC and NFP grant funding is \$445,200.

## **TRANSPORTATION DISADVANTAGED COORDINATION CONTRACT**

This Contract (the "Contract") is made and entered into by and between the Central Florida Regional Transportation Authority d/b/a LYNX (the "Authority"), a body politic and corporate created by Part II, Chapter 343, Florida Statutes, and \_\_\_\_\_, Inc., a Florida non-profit corporation (hereafter designated as "Agency").

### WITNESSETH:

WHEREAS, the Authority is an agency created by Part II, Chapter 343, Florida Statutes, and is authorized to plan, develop, own, purchase, lease and otherwise maintain, operate and manage a regional public transportation system and public transportation facilities in its tri-county service area, including Orange, Seminole and Osceola Counties, and provide services for the transportation disadvantaged; and

WHEREAS, the Authority has been designated as the Community Transportation Coordinator (the "Coordinator") (as defined in Chapter 427, Fla. Stat. (1991) (the "Act") and Rule 41-2, Fla. Admin. Code (the "Rule")), by the Commission for the Transportation Disadvantaged (the "CTD"), whose address is 605 Suwannee Street, MS-49, Tallahassee, Florida 32399-0450, Attention: Executive Director, to serve as Coordinator for its tri-county service area pursuant to the terms of the Memorandum of Agreement between the CTD and the Authority, Contract No. TD0875, with an effective date of July 1, 2008 (the "Memorandum"), a copy of which is available upon request; and

WHEREAS, the Authority, acting as the Coordinator, is required under the Rule to enter into a coordination contract with those organizations or agencies, such as the Agency, who receive transportation disadvantaged funds and who can perform and deliver transportation disadvantaged services more effectively and efficiently on their own; and

WHEREAS, the Agency, as a condition of receiving financial assistance and to comply with the Act and applicable rules and regulations, is required to coordinate its delivery of transportation services with the Coordinator pursuant to the terms and conditions of this Contract.

NOW, THEREFORE, in consideration of the premises herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Authority and the Agency agree as follows:

1. Recitals:

- 1.01 The recitals set forth above are true and correct and are incorporated herein by reference.
- 1.02 The Authority and Agency wish to establish this Contract to evidence their respective compliance with the Act, the Rule and other applicable state or federal laws.

2. Agency's Obligations:

- 2.01 The Agency enters into this Contract with the understanding that it is the duty of the Coordinator to ensure that transportation disadvantaged persons in the tri-county area are provided transportation services that are safe, efficient, cost-effective and are not duplicative or fragmented. This responsibility entails reporting requirements, financial and service monitoring, and safety monitoring.
- 2.02 The Agency shall provide certain transportation services in accordance with the terms and conditions of this Contract, the scope of which are described in the approved Scope of Services and Rate Structure ("Scope of Services") attached hereto as Exhibit "A", and made a part hereof (the "Transportation Services").
- 2.03 The Transportation Services shall be delivered in Orange, Seminole, and/or Osceola Counties.
- 2.04 In the delivery of the Transportation Services by the Agency and the performance of all of its obligations pursuant to this Contract, the Agency shall comply with all applicable federal, state and local laws, rules, regulations and requirements, including without limitation the Act, the Rule and, specifically, the following (as such laws, rules, regulations and requirements may be revised, amended or superseded from time to time):
- 2.04.01 The Authority's Administrative Rules, as approved and adopted by the Governing Board of the Authority, as available at [www.golynx.com](http://www.golynx.com) (the "Administrative Rules");
- 2.04.02 The Authority's General Provisions Document, as available at [www.golynx.com](http://www.golynx.com);
- 2.04.03 The Authority's Transportation Disadvantaged Service Plan as defined in Rule 41-2.002(16), Fla. Admin. Code (the "TDSP"), available at [www.golynx.com](http://www.golynx.com);
- 2.04.04 The safety requirements as specified in Section 341.061(2)(a), Florida Statutes, and Rule 14-90, Fla. Admin. Code;
- 2.04.05 Applicable local, state and federal laws and CTD policies relating to drug testing, as required in Rule 41-2.006(3), Fla. Admin. Code. The Agency shall conduct drug and alcohol testing for safety sensitive job positions within the coordinated system regarding pre-employment, randomization, post-accident, and reasonable suspicion as



required by the Federal Highway Administration and the Federal Transit Administration;

2.04.06 The standards required by the CTD pursuant to the Memorandum;

2.04.07 The CTD approved standards set forth in Rule 41-2.006 (4), Fla. Admin. Code;

2.04.08 The Agency shall comply with state and federal laws including but not limited to laws regarding discrimination on the basis of sex, race, religion, age, disability, sexual orientation, or national origin. The Agency gives this assurance in consideration of and for the purpose of obtaining funding from the Authority, a recipient of federal financial assistance, and agrees to complete a Civil Rights Compliance Questionnaire if so requested by the CTD or the Authority. The Agency agrees that compliance with the assurance constitutes a condition of continued receipt of or benefit from federal financial assistance, and that it is binding upon the Agency, its successors, subcontractors, transferees, and assignees for the term of this Contract. The Agency shall assure that all operators, subcontractors, subgrantees, or others with whom the Agency arranges to provide Transportation Services are not discriminating against participants or employees in violation of the above statutes, regulations, guidelines, and standards. In the event of failure to comply, the Agency agrees that the CTD or the Authority may, at its discretion, seek a court order requiring compliance with the terms of this assurance or seek other appropriate judicial or administrative relief, to include assistance being terminated and further assistance being denied.

2.04.09 The Agency shall report to the Authority the information required in order for the Authority to satisfy the reporting requirements imposed upon the Authority as the Coordinator, as set forth in Rule 41-2.007, Fla. Admin. Code.

2.05 In order to receive reimbursement for the Transportation Services, which shall be made on a monthly basis, the Agency shall submit an invoice to the Authority by the 10<sup>th</sup> of each month during the term of this Contract, together with the monthly ridership report for the prior month in the form attached hereto as Exhibit "B" and incorporated by reference ("Monthly Ridership Report"). In submitting the Monthly Ridership Report, the Agency certifies that the drivers rendering the Transportation Services

meet the terms and conditions of this Contract, including without limitation the insurance coverage required pursuant to Section 7 of this Contract. Trips relating to drivers not meeting the applicable insurance requirements shall not be eligible for reimbursement by the Authority.

- 2.06 Return to the Authority any acquired profits or surplus funds originating pursuant to this Contract that are beyond the amount(s) specifically identified and approved in the TDSP or provided in this Contract.
- 2.07 At the end of the term of this Contract and any renewal terms, the Agency shall submit an annual operating report detailing demographic, operational, and financial data regarding the Transportation Services and a project evaluation report to the Authority, in such form as may be prescribed by the Authority or the CTD.
- 2.08 The Agency may not subcontract all of any portion of the Transportation Services to any person, organization or entity without the prior written approval of the Authority, which may be granted or withheld in the Authority's discretion. In the event that the Agency uses any subcontractor in the delivery of the Transportation Services approved by the Authority ("Subcontractor"), the Agency shall ensure that the Subcontractor complies with all terms, conditions, obligations and requirements set forth in this Contract.
- 2.09 The Agency shall report all accidents which occur during the term of this Contract relating to the Transportation Services and/or out of the scope of this Contract. Accidents involving a fatality or fatalities must be reported to the Authority as soon after such accident as possible under the circumstances, but not more than twenty-four (24) hours after the Agency becomes aware of the fatal accident. Any other accident, those not involving a fatality or fatalities, with over \$1,000.00 in property damages, or personal injury that requires evacuation to a medical facility or a combination of both, must be reported to the Authority not more than forty-eight (48) hours after the Agency becomes aware of the accident. Copies of any accident report or reports prepared or received by the Agency as a result of any accident must be sent to the Commission upon receipt or preparation of the report.
- 2.10 The Agency shall safeguard information by not using or disclosing any information concerning a user of Transportation Services under this Contract for any purpose not in conformity with the local, state and federal regulations (45 C.F.R., Part 205.50), except upon order of a court, written consent of the recipient, or his/her responsible parent or guardian when authorized by law.

3. Authority's Rights and Obligations:

- 3.01 The Authority shall have no responsibility under this Contract to provide or broker Transportation Services to or for the Agency's clients.
- 3.02 The Authority shall be entitled to include Agency-sponsored trip and mileage data in the Annual Operating Report to the CTD. The number of trips and miles included in this report are two (2) of four (4) equally weighted criteria used to determine the amount of the Trip and Equipment Grant awarded monthly to the Authority as Coordinator.
- 3.03 The Authority may review the Agency's operations and recommend changes with regard to personnel and employment practices of the Agency or its Subcontractors who are directly or indirectly providing Transportation Services under this Contract.
- 3.04 The Authority shall have the right on its own behalf or on behalf of the Agency, to review the personnel files of any safety sensitive employee having contact with paratransit customers or clients, in accordance with applicable laws.
- 3.05 The Authority may require that the Agency remove certain vehicles(s) from service which the Authority regards as unsuitable for service in accordance with applicable laws, rules regulations or standards.
- 3.06 Failure to comply with the Authority's recommendations may result in disallowance or cessation of funding for the Transportation Services.
- 3.07 The Authority shall have the right to inspect and audit the Agency's books and records, and those of its subcontractors, which are related to and attributed to the Agency's delivery of Transportation Services contemplated under this Contract, which right shall survive termination or expiration of this Contract as necessary to comply with the requirements of the CTD regarding retention and auditing of documents.
- 3.08 The Authority shall reimburse the Agency for the Transportation Services in accordance with the rate structure set forth in the Scope of Services, on a monthly basis. The Authority shall pay the Agency's invoice within seven (7) days of receipt of same together with the Monthly Ridership Report; provided, however, that the Authority may request additional documentation from the Agency prior to payment of any invoice from the Agency. The Authority may disallow and deduct any cost for which proper documentation is not provided, or for services not meeting the terms and conditions of this Contract. The Agency specifically acknowledges and agrees that the Agency shall not be reimbursed by the Authority for Transportation Services performed by drivers not meeting the insurance requirements of Section 7 below.
- 3.09 The following Authority representatives (individually, an "Authorized Representative" and collectively, the "Authorized Representatives") are

the authorized representatives of the Authority for purposes of this Contract: (i) the Chief Executive Officer; (ii) the Chief Financial Officer; (iii) the Chief Operating Officer; (iv) the Manager of Procurement and Contracts; and (v) any other representative specifically designated by the Authority. The designation described in (v) must be made in a signed writing by one of the Authorized Representatives identified in (i) – (iv), and delivered to the Agency before it can be relied upon. The Authorized Representatives, as well as all other officers, employees, executives, agents and representatives of the Authority, have only such authority to act on behalf of and bind the Authority to the extent granted to such individual by the Authority's Governing Board, and no apparent authority of any such individual shall be binding upon the Authority.

4. Contract Term:

4.01 The term of this Contract shall be for a period of one year, commencing on month/date/year and terminating on month/date/year.

5. Contract Termination:

5.01 This Contract may be terminated under the following situations:

5.01.01 Notwithstanding any other provision hereof, this Contract may be terminated by the Agency if it no longer provides Transportation Services to its clients, and the Agency has otherwise fulfilled all of its obligations under this Contract, by giving notice of said fact pursuant to the notice provisions hereof.

5.01.02 If the Agency has made any misrepresentation in this Contract, this Contract may be terminated at the sole option of the Authority.

5.01.03 If the Agency is adjudicated bankrupt or files for bankruptcy or is placed in bankruptcy, or ceases to have legal existence, this Contract may be terminated at the sole option of the Authority.

5.01.04 Upon completion of the performance obligations of the Authority and the Agency, as set forth herein, this Contract may be terminated at the sole option of the Authority.

5.01.05 The Authority may terminate this Contract upon notice to the Agency in the event of termination of the Memorandum or the status of the Authority as Coordinator is otherwise terminated.

5.02 Termination for Default:

- 5.02.01 The Authority may, by written notice of default to the Agency, terminate the whole or any part of this Contract if the Agency fails to perform its obligations hereunder within the time specified herein or any extension thereof, or if the Agency acts in such a manner as to endanger its clients.
- 5.02.02 Termination shall occur if, in either of the foregoing circumstances, the Agency does not cure such default in performance obligations within a period of ten (10) days (or such longer period as the Authority, acting through its Authorized Representative, may authorize in writing) after receipt of written notice from the Authority, acting through its Authorized Representative, specifying such failure.
- 5.02.03 If this Contract is terminated in whole or in part for default on the part of the Agency, the Authority may report the incident to the appropriate state or federal agencies.
- 5.02.04 Waiver by the Authority of a breach of any provision of this Contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Contract, and shall not act as a waiver or estoppel to enforcement of any provision of this Contract. The provisions herein do not limit the Authority's right to remedies at law or equity.

5.03 Termination for Convenience:

- 5.03.01 The Authority shall have the right to terminate this Contract upon twenty (20) calendar days written notice to the Agency, whenever the Authority, in its absolute discretion, acting through its Authorized Representative, shall determine that such termination is in the best interest of the Authority, without necessity for cause. Any such termination shall be effected by delivery of a notice of termination by the Authority to the Agency, specifying the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective.

6. Dispute Resolution:

- 6.01 The parties mutually acknowledge and agree that this Contract shall be construed in accordance with the laws of the State of Florida, without regard to the internal law of Florida regarding conflicts of law. Any controversy or claim arising out of or relating to this Contract, or the

breach thereof (collectively, a “Legal Dispute”) may, at the option of the Authority, be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Any such arbitration shall be held in Orange County, Florida. If the Authority does not elect to settle any Legal Dispute by arbitration, then any action, suit or proceeding arising in connection with any such Legal Dispute shall be brought in the exclusive jurisdiction of the 9th Judicial Circuit of the State of Florida or the United States District Court for the Middle District of Florida, Orlando Division. Nothing in this paragraph shall in any way limit the right of to the Authority terminate this Contract under paragraph 5 hereof.

7. Insurance and Indemnification:

- 7.01 Throughout the term of this Contract, the Agency shall procure and maintain, at its sole expense, general liability insurance sufficient to comply with the minimum insurance requirement of \$100,000 per person and \$200,000 per incident as set forth in Rule 41-2.006, F.A.C., and name the Authority and the CTD as additional insured parties with respect thereto. In addition, the Agency shall procure and maintain the insurance coverages set forth below, and shall not utilize contractors, subcontractors or drivers not covered by the insurance requirements set forth herein in connection with the Transportation Services, including without limitation, volunteer drivers. The Agency acknowledges and agrees that the Agency shall not be eligible for reimbursement by the Authority for Transportation Services performed by drivers not meeting the insurance requirements prescribed herein.
- 7.02 The Agency shall procure and maintain, throughout the term of this Contract, Worker's Compensation Insurance providing statutory benefits as provided under the Worker's Compensation Act of the State of Florida and/or any other state or federal law or laws applicable to the Agency's employees.
- 7.03 The Agency shall procure and maintain throughout the term of this Contract Comprehensive Automobile Liability insurance covering all owned or hired and all non-owned vehicles used in connection with the Transportation Services with limits of liability not less than \$100,000 each person and \$300,000 each accident and \$100,000 each occurrence for property damage, or a combined single limit for bodily injury and property damage of \$500,000. Such insurance shall name the Authority and the CTD as additional insured parties.
- 7.04 An insurance company satisfactory to the Authority and licensed to do business in the State of Florida shall write all insurance described in this Contract. All policies of insurance required herein shall be endorsed to

LYNX waiving the insurer's rights of recovery against LYNX, whether by way of subrogation or otherwise. All insurance shall be provided by insurance companies with a Best's Rating of B+ or better, and shall otherwise be acceptable to LYNX. Companies issuing the required insurance policies and the Contractor shall have no recourse against the Authority for payment of any premiums or assessments for any deductibles, all such premiums and deductibles being the sole responsibility of the Agency. Notwithstanding the foregoing, the Authority reserves the right to increase the insurance requirements upon notice to the Agency. The Agency shall provide the Authority with a copy of insurance certificate(s) demonstrating the satisfaction of the requirements set forth herein in form acceptable to the Authority, as and when requested by the Authority. In the event that the Agency fails to obtain and maintain the insurance required herein, the Authority shall have the right to procure such insurance on behalf of the Agency and be reimbursed by the Agency for the costs associated therewith or withhold such amounts from funding to the Agency hereunder.

- 7.05 Insurance policies and certificates shall specifically require that a thirty (30) day notice of cancellation, nonrenewal or changes in the limits of liability in the insurance policy be given to the Authority and the CTD.
- 7.06 If any part of the Transportation Services is subcontracted as approved by the Authority hereunder, the Contractor shall require any and all Subcontractors performing Transportation Services under the Contract to carry insurance of the type and limits of liability required above. In the event that a Subcontractor is unable to furnish adequate insurance as provided above, the Contractor shall endorse the Subcontractor as an additional insured. The Contractor shall obtain and furnish to the Authority certificates of insurance evidencing Subcontractors' insurance coverage.
- 7.07 The Agency understands that in performing the Transportation Services hereunder, it will be responsible for the consequences of its own actions. Therefore, the Agency agrees to be responsible for, and assume the defense of and indemnify, defend and save harmless the Authority, and the Authority's officers, directors, employees, agents and representatives, and the heirs, executors, successors and assigns of each of the foregoing, from all claims, demands, judgments, liability, loss or damage (at law or in equity), including without limitation all appeals, administrative actions, bankruptcy actions and intellectual property infringements (including, without limitation, amounts paid in settlement, costs of investigation and reasonable attorneys' and paralegals' fees and expenses) directly or indirectly arising out of or related to the performance of the Transportation Services hereunder, including, without limitation, any acts or omissions with respect thereto, by the Agency and/or any Subcontractor, or resulting from the use of any equipment, machinery, or other property of the

Agency or the Authority. Furthermore, the Agency shall indemnify and hold harmless the CTD and its members, officers, agents, and employees; purchasing agency/entity officers, agents, and employees; and the local, state, and federal governments from any claim, loss, damage, cost, charge or expense arising out of any act, action, neglect or omission by the Agency during the performance of this Contract, whether direct or indirect, and whether to any person or property to which the CTD or said parties may be subject, except that neither the Agency nor any of its Subcontractors will be liable under this Section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the CTD or any of its members, officers, agents or employees; purchasing agency/entity, officers, agents, and employees; and local, state, or federal governments. Nothing herein is intended to serve as a waiver of sovereign immunity by the Authority, the CTD or any agency/entity to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by a state agency/entity or political subdivision of the State of Florida or the federal government to be sued by third parties in any matter. Notwithstanding the foregoing, pursuant to Section 768.28, Florida Statutes, no agency or subdivision of the state shall be required to indemnify, insure, or assume any liability for the Authority's or the CTD's negligence.

7.08 The Authority reserves the right to use legal counsel designated by it and to approve the counsel selected by the Agency in performing its obligations under this provision.

8. Litigation; Attorney's Fees and Costs:

8.01 The prevailing party shall be entitled to reasonable attorneys' fees and court costs in the event of any administrative or civil litigation with regard to the performance obligations of this Contract, to the extent permitted by law.

8.02 The term "litigation" includes without limitation any eligibility determination proceedings, administrative proceedings, civil suit and any appeals related thereto, pre-trial matters, arbitration, mediation and bankruptcy proceedings.

9. Public Records:

9.01 The Authority is an agency of the State and is subject to Florida's government in the Sunshine Law, Chapter 286, Florida Statutes (the "Sunshine Law") and the Public Records Act, Chapter 119, Florida Statutes (the "Public Records Act"). It is possible that the Agency and any Subcontractor, as a result of this Contract, may also be subject to the Sunshine Law and the Public Records Act and, if so, the Agency will promptly respond in accordance with the statute to any and all third party



requests for “public records,” as that term is defined in the Public Records Act, and shall cause any Subcontractor to so respond. In regard to any such request, the Agency will promptly notify the Authority. The Authority's determination as to the necessity of such response shall be presumptively correct.

10. Notices:

All notices pursuant to this Contract shall be made to the addresses listed below:

10.01 The Agency's primary point of contact for daily operations of the Transportation Services pursuant to this Contract is \_\_\_\_\_ . The Agency may appoint other individuals upon written notice to, and approval by, the Authority. The Agency shall provide written notice to the Authority promptly with respect to any changes to the aforesaid contact information.

10.02 As of the date hereof, but subject to the other provisions set forth herein, the Authority designates (the “Contracting Officer”) with respect to the Authority's performance of this Contract, and who will also serve as the primary point of contact for operational issues. The address for notices to the Authority under this Contract is LYNX, 455 North Garland Avenue, Orlando, Florida 32801, Attention: Reginald D. Mells, phone 407-254-6076; fax 407-254-6310; email: [rmells@golynx.com](mailto:rmells@golynx.com). The Authority may change such designation upon written notice to the Agency.

11. Miscellaneous:

11.01 Captions and Heading. Whenever herein the singular or plural is used the same shall include the other where appropriate. Words of any gender shall include other genders when the context so permits.

11.02 Number and Gender. This Contract may be executed in a number of identical counterparts each of which is an original and all of which constitute collectively one agreement. In making proof of this Contract in any legal action, it shall not be necessary to produce or account for more than one such counterpart.

11.03 **WAIVER OF JURY TRIAL. EACH PARTY HEREBY AGREES NOT TO ELECT A TRIAL BY JURY OF ANY ISSUE TRIABLE OF RIGHT BY JURY, AND WAIVES ANY RIGHT TO TRIAL BY JURY FULLY TO THE EXTENT THAT ANY SUCH RIGHT SHALL NOW OR HEREAFTER EXIST WITH REGARD TO THE CONTRACT DOCUMENTS, OR ANY CLAIM, COUNTERCLAIM OR OTHER ACTION ARISING IN CONNECTION THEREWITH. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS GIVEN KNOWINGLY AND VOLUNTARILY BY EACH PARTY, AND IS**

**INTENDED TO ENCOMPASS INDIVIDUALLY EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A TRIAL BY JURY WOULD OTHERWISE ACCRUE.**

- 11.04 Assignment. The Authority has selected the Agency to perform the Transportation Services based in substantial part on the personal qualifications of the Agency; as such, the Agency may not assign, transfer or subcontract any right or obligation of this Contract in whole or in part, without the prior written consent of Authority, which consent may be granted or withheld in the sole discretion of Authority. Any assignment or transfer of any obligation under this Contract without the prior written consent of Authority shall be void, *ab initio*, and shall not release the Agency from any liability or obligation under this Contract, or cause any such liability or obligation to be reduced to a secondary liability or obligation.
- 11.05 Survival. Should any provision of this Contract be determined to be illegal or in conflict with any law of the State of Florida, the validity of the remaining provisions shall not be impaired.
- 11.06 No Third-Party Beneficiary. It is specifically agreed that this Contract is not intended by any of the provisions of any part of this Contract to establish in favor of any other party, the public or any member thereof, the rights of a third-party beneficiary hereunder, or to create or authorize any private right of action by any person or entity not a signatory to this Contract to enforce this Contract or any rights or liabilities arising out of the terms of this Contract.
- 11.07 Independent Contractor. The Agency expressly acknowledges that it is acting as an independent contractor, and, as such, shall maintain control over its employees, agents and Subcontractors during the performance of their obligations pursuant to this Contract. Neither the Agency, nor its employees, agents or Subcontractors shall be, represent, act, purport to act, or be deemed, the agent of the Authority, and nothing in this Contract is intended or shall be construed to establish an agency, partnership or joint venture relationship between the parties, their employees, agents, subcontractors, or assigns, during or after performance of this Contract. Each party hereto agrees that it shall be solely responsible for the wrongful acts of its employees, contractors and agents. Nothing contained herein shall constitute a waiver of sovereign immunity or the provisions of Section 768.28, Florida Statutes. The foregoing shall not constitute an agreement by either party to assume any liability for the acts, omissions and/or negligence of the other party.
- 11.08 Amendment of Contract. This Contract may not be modified or amended without the prior written consent of the party to be charged by said amendment or modification. This provision may not itself be changed

orally. The Agency specifically is aware and understands that any modification or amendment to this Contract shall require the approval of the Authority's Governing Board or the approval of the appropriate Authority officer, as designated in the Administrative Rules.

11.09 Further Assurances. The parties shall, at their own cost and expense, execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to evidence or carry out the intent and purposes of this Contract. This provision shall survive the expiration or termination of this Contract.

11.10 Entire Contract. This Contract, together with any exhibits or attachments hereto, constitutes the entire agreement between the parties.

12. Authority Approval: This Contract, including the exhibits and attachments hereto, is contingent upon the approval by the Authority's Governing Board and the CTD.

[SIGNATURES BEGIN ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be duly executed on their behalf, in manner and form sufficient to bind them as of the effective date thereof.

CENTRAL FLORIDA REGIONAL  
TRANSPORTATION AUTHORITY  
d/b/a LYNX

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Seal:

ATTEST: \_\_\_\_\_  
Assistant Secretary

Approved as to Form:

This Contract is approved as to form only for execution by the Authority and this approval is not to be relied upon by any other person (including the Agency) or for any other purpose.

AKERMAN SENTERFITT

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: LYNX General Counsel

THE OPPORTUNITY CENTER, INC., a Florida  
non-profit corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
Agency Clerk/Secretary/Asst. Secretary

**EXHIBIT "A"**

**SCOPE OF SERVICES AND RATE STRUCTURE**

\_\_\_\_\_ as the Agency, provides training, education and support on a daily basis to adults with developmental disabilities. Transportation Services are provided to \_\_\_\_\_. The other ADP (as defined below) participants are transported by Access LYNX or family members. In addition to transportation to the APD program, the Agency also provides \_\_\_\_\_.

The Agency for Persons with Disabilities ("APD") reimburses the Agency on a per passenger trip basis for transportation services to the Adult Day Training program. The Authority will provide Federal (**New Freedom Program or Job Access Reverse Commute**) funds that will allow the Agency to expand their services to a broader new geographic area, ensuring access to the Adult Day Training program and other programs sponsored by the agency for more individuals throughout \_\_\_\_\_ County, which includes only rural areas and the small urbanized area of \_\_\_\_\_.

The (**New Freedom Program or Job Access Reverse Commute**) funding will be provided to match the funds provided by APD at the rate of \$XX.XX per passenger trip (or XX% of Total Trip Cost) for the period \_\_\_\_1, 2010 through \_\_\_\_30, 2011, not to exceed a total of \$\_\_\_\_\_ for the year.

At the end of the first year of service, the Agency will submit an annual operating report and project evaluation report to the Authority. The Authority and the Agency will assess the need for continuation of New Freedom Program funding for a second year of service.

Consent Agenda Item #6.B. iv

**To:** LYNX Board of Directors

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

**Phone:** 407.841.2279 ext: 6058

**Item Name:** Award Contracts  
Authorization to Award Sole Source Contract to Trapeze and Purchase  
Blockbuster Run Cutting Optimizer Software

**Date:** 9/23/2010

---

**ACTION REQUESTED:**

Staff is requesting the Board of Directors' authorization for the Interim Chief Executive Officer (CEO) or designee to award a Contract to Trapeze Blockbuster Run Cutting Optimizer Software. The contract amount shall not exceed \$178,411.

**BACKGROUND:**

LYNX utilizes Trapeze FX run cutting software for Fixed Route service planning. The FX software has been an effective and efficient tool for the creation of Fixed Route services by the LYNX Planning Division. Recently Trapeze has introduced a new program of Block Buster to increase the optimization of the run cuts created with FX. The Block Buster program allows for the analysis of the run cut for greater efficiencies with labor cost by reducing overtime, and other service elements.

The contract will include professional services for installation and configuration, extended training to allow for staff knowledge and software licenses.

LYNX staff has evaluated other products on the market and have determined a new system from a new vendor would be required and would be twice the cost or more compared with acquiring the Trapeze Block Buster system.

**DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:**

The LYNX procurement policy requires prime contractors to use their best efforts to subcontract portions of their work to DBE firms. This procurement is a sole source with no assigned DBE goal.

**FISCAL IMPACT:**

The estimated cost of the Trapeze Block Buster Run Cutting Optimizer is \$178,411. LYNX staff has included \$200,000 in the FY2011 Capital Budget to support this project.



Consent Agenda Item #6.C. i

**To:** LYNX Board of Directors

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

**Phone:** 407.841.2279 ext: 6058

**Item Name:** Extension of Contracts  
Authorization to Exercise Fourth Year Option of Contract #07-019 with  
Spencer Fabrications, Inc. for Manufacturing of LYNX Shelters

**Date:** 9/23/2010

---

**ACTION REQUESTED:**

Staff is requesting the Board of Directors' authorization for the Interim Chief Executive Officer (CEO) or designee to exercise the fourth one-year renewal option to Contract #07-019 with Spencer Fabrications, Inc., for the manufacturing of LYNX shelters.

**BACKGROUND:**

The Board approved the award of Contract #07-019 in June 2007 to Spencer Fabrications, Inc., for an initial term of one year in the amount not to exceed \$502,900, based on quantities established during the initial first year fixed price period.

Contract #07-019 with Spencer Fabrications dated October 1, 2007 is an indefinite delivery and quantity contract, with four optional one year term(s) each, subject to price/cost analyses for any future price escalation for any items included in the RFP. The Board granted the first renewal optional in August 21, 2008.

Spencer currently manufactures the 15' X 15', 10' X 10', 6' X 9' and 6' x 13' shelters for LYNX. In addition, Spencer also provides LYNX the solar panels for the shelters and has performed refurbishment of shelters on an as needed basis. Throughout the current shelter manufacturing contract, Spencer Fabrications has continued to submit value engineering changes for all of the shelters. They provided a redesign for the 6' X 9' shelter to LYNX at minimal cost that includes a small bench and a different style roof line. Spencer also has a good understanding of the critical activity milestones and duration of the manufacturing process. They continue to meet

LYNX' work order schedules and have performed satisfactorily in accordance with the terms of the contract.

**DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:**

LYNX' procurement policies for service contracts require prime contractors make a good faith effort to subcontract a portion of the work to DBE firms. This contract has established a DBE goal of 10% participation.

Spencer Fabrications, Inc. has provided a good faith effort documentation since they indicated no DBE participation.

**FISCAL IMPACT:**

The fourth one year option renewal of Contract #07-019 with Spencer Fabrications will utilize grant funding to be approved and programmed as part of the FY 2011 capital budget. When approved, it is anticipated that staff will program approximately 20 shelters (solar where applicable) system-wide. Estimated cost is approximately \$250,000 in FY 2011 subject to the Board's adoption of the final FY 2011 budget. This contract is capped at a total of approximately 60 shelters. As such, it is anticipated that this contract will be used only for fiscal year related shelter construction only. The cost for construction of each shelter is variable depending upon the size of shelter constructed.

Consent Agenda Item #6.D. i

**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 Implement the December 5, 2010 Service Changes

**Date:** 9/23/2010

---

**ACTION REQUESTED:**

Staff is requesting the Board of Directors' authorization for the Interim Chief Executive Officer (CEO) or designee to implement the proposed fixed route service changes effective December 5, 2010.

**BACKGROUND:**

**PUBLIC PARTICIPATION PROCESS**

**Public Workshops**

On July 28, 2010 staff received authorization from the Board of Directors' to initiate the Public Participation Process for consideration of proposed service changes for December 5, 2010. A total of seven public workshops were held between August 24, 2010 and September 2, 2010. Customers and staff were able to obtain input on the service changes through the following public workshop locations:

**LOCATION:** LYNX Central Station (Terminal Lobby)  
**DATE / TIME:** August 24, 2010, 7:00 AM – 11:00 AM  
August 28, 2010, 9:00 AM – 2:00 PM  
September 2, 2010, 3:00 PM – 7:00 PM

**LOCATION:** Seminole Centre Super Stop, 3653 S Orlando, Sanford, FL 32773  
**DATE / TIME:** August 25, 2010, 7:00 AM – 11:00 AM  
August 30, 2010, 3:00 PM – 7:00 PM

**LOCATION:** Osceola Square Mall Super Stop, Armstrong Blvd, Kissimmee, FL 34741  
**DATE / TIME:** August 26, 2010, 7:00 AM – 11:00 AM  
 September 1, 2010, 3:00 PM – 7:00 PM

The number of attendees and number of comments received at each Workshop were as follows:

	<u>Received</u>	<u>Attendees</u>
Orange Co. Morning	15	32
Orange Co. Afternoon	26	56
Orange Co. Weekend	18	39
Osceola Co. Morning	6	13
Osceola Co. Afternoon	19	41
Seminole Co. Morning	6	13
Seminole Co. Afternoon	5	10
Total	95	204

## PROPOSED SERVICE CHANGES

Staff has identified the following proposed service efficiencies and effectiveness changes for the December 5, 2010 service changes:

### NEW SERVICE:

- **PickUpLine 613** – Pine Hills (Orange County) – The proposed service area will operate in the Pine Hills area bordered by Silver Star Road, Colonial Drive, Pine Hills Road and Clarke Road serving West Oaks Mall. This will be Monday through Saturday service from 6 a.m. to 9 p.m.

### ADJUSTED SERVICE:

- **Link 7** – South Orange Avenue/Florida Mall (Orange County) – Roundtrip Sunday service will be added departing LCS at 8:15, 9:15, 10:15 and 11:15 p.m.
- **Link 8** – West Oak Ridge Road/International Drive (Orange County) – Roundtrip Sunday service will be added departing LCS at 8:15, 9:15 and 10:15 p.m.
- **Link 9** - Winter Park/Rosemont (Orange County) The current Weekday schedule will be operated on Saturdays.
- **Link 11** – South Orange Avenue/OIA (Orange County) – Minor schedule adjustments.
- **Link 15** – Curry Ford Road/Valencia Community College East Campus (Orange County) – Rerouting from Primrose Drive to South Conway Road.
- **Link 17** – North U.S. 441/Apopka (Orange County) – Adding roundtrip Saturday service departing from LCS at 9:45 and 10:45 p.m. Adding roundtrip Sunday service departing from LCS at 7:45 and 8:45 p.m.
- **Link 18** – South Orange Avenue/Kissimmee (Orange County/Osceola County) – Minor schedule adjustments.

- **Link 28** - E. Colonial Drive/Azalea Park (Orange County) - The current Saturday schedule will be operated on Sundays.
- **Link 29** - E. Colonial Drive/Goldenrod Road - The current Saturday schedule will be operated on Sundays.
- **Link 30** – Colonial Drive Crosstown (Orange County) – Timepoints #5 and #11 will be removed.
- **Link 42** – International Drive/Orlando International Airport (Orange County) – Layover time at Florida Mall will be removed. Departure time from Florida Mall to OIA will be :02 and :32. Departure time from Florida Mall to Orlando Premium Outlets will be :23 and :53.
- **Link 44** – Hiwassee Road/Zellwood – Adding roundtrip weekday & Saturday service departing Park Promenade at 8:25 and 9:25 p.m.
- **Link 48** - W. Colonial Drive/Park Promenade - (Orange County) - The current Saturday schedule will be operated on Sundays.
- **Link 49** - W. Colonial Drive/Pine Hills Road (Orange County)- The current Saturday schedule will be operated on Sundays.
- **Link 54** – Old Winter Garden Road (Orange County) – Adding weekday service departing from LCS at 8:45 and 9:45 p.m. and from West Oaks Mall at 8:25 and 9:25 p.m.
- **Link 57:** Timepoint #4 (John Young Parkway & Hunter’s Creek Blvd.) will be removed. Timepoint #5 (John Young Parkway & Columbia Ave) will be moved to John Young Parkway & Osceola Parkway.
- **Link 111** – Orlando International Airport/Walt Disney World (Orange County) – Layover time at Florida Mall will be removed. Departure time from Florida Mall to OIA will be at :00 and :30. Departure time from Florida Mall to Disney University will be :19 and :49.
- **Link 125** – Silver Star Road Crosstown (Orange County) – Rerouting from Mercy Drive to Princeton Street.
- **Link 306** – Downtown Disney Direct (Osceola County) – Extending morning service to Hilton Orlando Bonnet Creek. Afternoon service will begin at Hilton Orlando Bonnet Creek.
- **Link 313** – VA Clinic (Orange County) – Service will be extended to Winter Park Memorial Hospital along Lakemont Avenue.
- **Link 426** – Poinciana Circulator (Osceola County/Polk County) – Service will be extended to Village 5.
- **Link 443** – Lee Road Crosstown (Orange County) – Western end of route will now depart the Rosemont SuperStop along North Orange Blossom Trail, west on Clarcona Ocoee Road and south on Powers Drive. It will then resume current routing. Adding additional roundtrips departing Aloma Avenue and Lakemont Avenue on Sunday at 6:30 and 7:30 p.m.
- **PickUpLine 611** - Weekday service will be extended by one hour, to 9:00 p.m.
- **PickUpLine 612** - Weekday service will be extended by one hour, to 9:00 p.m.
- **PickUpLine 641** - Weekday service will be extended by one hour, to 9:00 p.m.
- **PickUpLine 621** – Bithlo (Orange County) – Weekday service will be extended by one hour, to 8:30 p.m. Saturday service will be added mirroring current weekday service.

**FISCAL IMPACT:**

All proposed changes have been incorporated into the FY 2011 budget.

Consent Agenda Item #6.D. ii

**To:** LYNX Board of Directors

**From:** Edward Johnson  
CHIEF ADMINISTRATIVE OFFICER  
Mike May  
(Technical Contact)

**Phone:** 407.841.2279 ext: 6058

**Item Name:** Miscellaneous  
**Authorization to Establish an Administrative Committee for the LYNX Money Purchase and Deferred Compensation Plans and Appoint Edward L. Johnson, Albert J. Francis and Lisa Darnall to Serve on the Administrative Committee**

**Date:** 9/23/2010

---

**ACTION REQUESTED:**

Staff is requesting the Board of Directors' authorization to approve the Administrative Committee for the LYNX Money Purchase and Deferred Compensation Plans, and appoint of Lisa Darnall, Chief Operating Officer, Albert J. Francis, Chief Financial Officer and Edward L. Johnson, Interim Chief Executive Officer to the Administrative Committee.

**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. To date, LYNX has not done this.

**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 financial impact to the agency.



## **LYNX**

Members of the Board of Directors of a plan's sponsor are plan fiduciaries; to the extent they exercise their authority to appoint other plan fiduciaries, such as trustees or administrative committee members, the Board fiduciary responsibilities and liabilities are limited to the selection and retention of such other fiduciaries. Because of the continuing fiduciary responsibility with respect to the appointment of other fiduciaries, at reasonable intervals, the Board should review the performance of its appointed fiduciaries.

The trustee has the exclusive authority and discretion to manage and control the assets of the Plan. The Trustee may establish procedures to enable it to perform this function, provided they are nondiscriminatory and shall comply with the terms of the Internal Revenue Code and Plan's document.

The Administrator has the primary responsibility 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 purposes of the Plan, provided they are nondiscriminatory and shall comply with the terms of the Internal Revenue Code and Plan's document.

Each plan fiduciary is required to discharge his or her duties solely in the interest of the participants and beneficiaries and for the exclusive purpose of providing participants and beneficiaries with benefits. The standard of fiduciary conduct requires a fiduciary to act with the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent man acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims.

Functions	Responsibility of:		
	Board of Directors	Trustee	Administrative Committee
Select Committee Members of Trustees	X		
Select Members of Administrative Committee	X		
Determine eligibility of the Employee to participate in the Plan			X
Adopt procedures/approve administrative forms for administration of the Plan			X
Construe and enforce the terms of the Plan			X
Direct the distribution of a Participant's Account due to termination of employment or, in the Deferred Compensation Plan for unforeseen emergency			X
Review and render decisions respecting a claim			X
Establish a procedure for making distributions for unforeseen emergencies (only applies to 457 Plan)			X
Establish procedures regarding the receipt of Rollover Contributions			X
Establish procedures regarding Participant or Beneficiary direction of investment		X	
Engage the services of any person to assist in performing administrative functions			X
Maintain a separate Account in the name of each Participant or Beneficiary to reflect the value of the Participant's Account			X
Responsibility for valuing each Participant's or Beneficiary's Account at least annually			X
Adjust Accounts to reflect net income, gain or loss			X

Functions	Responsibility of:		
	Board of Directors	Trustee	Administrative Committee
Establish reasonable procedures to determine the status of domestic relations orders			X
Account for funds Employer contributes to the trust associated with the Plan		X	
Invest Funds or select investment vehicles for self-direction by Participants or Beneficiaries		X	
Investment Policy Statement - Develop guidelines for the selection, retention, replacement, removal and review of investment options offered by the Plan to Participants and Beneficiaries		X	
Provide the employer with annual accounting of the assets held in the Plan's trust		X	
Make distribution of benefits to Participants or Beneficiaries, as directed by the Administrator		X	
Engage the services of any person to invest any Account under this Plan		X	
Amend the plan document to keep in compliance with revised statutes or make discretionary changes <sup>1</sup>	X		

<sup>1</sup> The Board of Directors must approve an amendment and direct execution by staff to adopt the amendment, however, the Administrative Committee can be delegated the task of reviewing potential amendments and making recommendation to amend the plan to the Board of Directors.

Consent Agenda Item #6.D. iii

**To:** LYNX Board of Directors

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

**Phone:** 407.841.2279 ext: 6058

**Item Name:** Miscellaneous  
Authorization to Negotiate and Enter Into a Lease Agreement With the City of Kissimmee for a Southern Operations Facility Upon the Chairman of the Board of Directors' Concurrence

**Date:** 9/23/2010

---

**ACTION REQUESTED:**

Staff is requesting the Board of Directors' authorization for the Interim Chief Executive Officer (CEO) or designee to negotiate a lease agreement with the City of Kissimmee to locate a portion of the fixed route bus operations at the City of Kissimmee public works facility. Upon finalizing the negotiations, the Interim Chief Executive Officer will seek the Chairman's authorization to execute the agreement. The final executed agreement will be brought before the Board of Directors for ratification.

**BACKGROUND:**

LYNX staff, with consultant assistance and in coordination with Osceola County staff, completed a preliminary analysis of relocating a portion of LYNX fixed route operations in Osceola County. The result of this analysis indicated an opportunity to reduce the number of bus hours and mileage and expense experienced each year generated by buses traveling from the LYNX Operations Center (LOC) near downtown Orlando to start revenue service in Osceola County. A reduction in non-productive bus travel presents an opportunity to improve the efficiency of the system and reduce overall operating costs to the system.

The initial analysis focused on the co-location of bus operations at the City of Kissimmee public works facility adjacent to Kissimmee Gateway Airport. Staff determined after discussion with the City of Kissimmee co-location at this location is feasible from an operational standpoint. LYNX has engaged the assistance of a consultant to take the next step of this analysis to identify all operational and financial impacts of relocation and to develop a detailed phased transition plan with the target date to move Phase I operations of December, 2010.

To insure all costs related to relocating LYNX bus operations at the Kissimmee public works facility are identified, a lease agreement indentifying all responsibilities and costs for each party is needed. Staff is requesting Board authorization to negotiate and execute a lease agreement with the City of Kissimmee if the result of the detailed analysis underway recommends that a portion of LYNX bus operations be relocated to this location.

Upon finalizing and executing the agreement at the following Board of Directors' meeting, staff will seek ratification of the agreement.

**FISCAL IMPACT:**

LYNX staff will attempt to secure grant funds to cover the cost of the lease and related improvements. The cost to lease the City of Kissimmee facility and to relocate a portion of LYNX bus operations to the City's facility will be supported within the proposed FY2011 Operating Budget.

Consent Agenda Item #6.D. iv

**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 Department of Homeland Security (DHS)  
Facilities Hardening Grant

**Date:** 9/23/2010

---

**ACTION REQUESTED:**

Staff is requesting the Board of Directors' authorization for the Interim Chief Executive Officer (CEO) or designee to execute a grant with the U.S. Department of Homeland Security (DHS) under its Transit Security Grant Program.

**BACKGROUND:**

The Transit Security Grant Program (TSGP) is a DHS grant program focusing on transportation infrastructure security activities. This program is part of a comprehensive set of measures implemented to help strengthen the Nation's critical infrastructure against risks associated with potential terrorist attacks. TSGP is a competitive grant program designed to protect critical surface transportation infrastructure and the traveling public from acts of terrorism, major disasters and other emergencies.

LYNX has successfully competed for limited DHS TSGP funding over the past several years, receiving annual grant awards since FY 2007. Prior year grant awards and related activities include the following:

- Training: agency-wide homeland security training
- Visual surveillance: funding provided to add Transfer Center passenger facilities into our CCTV monitoring program, and to centralize all facilities monitoring within a single location
- Public Awareness: funding provided to implement a regional transit homeland security public awareness program
- Enhanced communications: funding provided to equip buses with an integrated mobile data communications system

## LYNX Board Agenda

- Wireless surveillance network: funding provided to implement a wireless surveillance network along the LYMMO route

The FY 2010 DHS TSGP award in the amount of \$516,463 provides funding to install physical hardening/security measures at existing LYNX operations and maintenance facilities. The physical hardening/security measures will prevent the intrusion of unauthorized personnel into secure areas of the bus yard. This improvement aligns with recommendations provided in the 2009 update to LYNX' Threat and Vulnerability Analysis (TVA). The TVA evaluates the likelihood of specific threats that may endanger system operations and provides recommended actions and countermeasures to eliminate or mitigate such threats. LYNX operations facilities are deemed critical assets as defined within the TVA, having a potential for a high level of employee and/or passenger casualties and system disruptions.

### **FISCAL IMPACT:**

The FY 2010 grant award is funded 100% by Department of Homeland Security with “no local match required”. The amount of the grant is \$516,463.

Consent Agenda Item #6.D. v

<b>To:</b>	<b>LYNX Board of Directors</b>
<b>From:</b>	<b>Edward Johnson</b> CHIEF ADMINISTRATIVE OFFICER <b>Rudolph Walter</b> (Technical Contact)
<b>Phone:</b>	<b>407.841.2279 ext: 6058</b>
<b>Item Name:</b>	<b>Miscellaneous</b> <b>Authorization to Enter Into a Fixed Route Service Agreement with Hilton Bonnet Creek</b>
<b>Date:</b>	<b>9/23/2010</b>

---

**ACTION REQUESTED:**

Staff is requesting the Board of Directors' authorization for the Interim Chief Executive Officer (CEO) or designee to enter into a Service Agreement with Hilton Bonnet Creek Resorts for bus service to their facility located at 14100 Bonnet Creek Resort Lane, Orlando, FL 32821. At this time, the final form of Bus Service Agreement has not been fully negotiated and thus the above authorization would further include the authorization for the LYNX staff to conclude negotiations with Hilton Bonnet Creek Resorts regarding the form of that Agreement and for the CEO or designee to then execute that Agreement. The preliminary form of the Agreement with Hilton Bonnet Creek Resorts is attached and any material adverse changes to LYNX that may result from any negotiations would require the further approval of the Chairman of LYNX before the CEO could execute the Agreement.

**BACKGROUND:**

Officials for the Hilton Bonnet Creek resort approached LYNX about the possibility of having fixed-route access to their facility for their employees. In follow-up discussions, it was determined that an extension of an existing route, Link 306, would serve their needs adequately.

**PROPOSED NEW EXPANSION:**

Link 306 is part of the '3D' network of LYNX routes used by Disney Cast Members to access their employment sites. These routes are wholly funded by Disney.



## LYNX Board Agenda

All 3D routes arrive at the Downtown Disney Transfer Center at 7:00am, at which time riders transfer to the appropriate route that serves their destination within the Disney property. The exception to this is the Link 306. Upon arriving at the Downtown Disney Transfer Center, the Link 306 goes out of service; it does not transport Cast Members to points within Disney property.

Therefore, Link 306 is available to provide service to Hilton Bonnet Creek. These customers would use any of the existing 3D routes to get to the Downtown Disney Transfer Center, and then transfer to the Link 306, which would transport them directly to Hilton Bonnet Creek. In the afternoon, the Link 306 would serve Hilton Bonnet Creek, then proceed to the Downtown Disney Transfer Center, then proceed on route.

### **FISCAL IMPACT:**

The estimated annual cost for this service expansion is \$6,565 and will be funded by Hilton Bonnet Creek Resorts and Job Access/Reverse Commute grant funds.

---

**BUS SERVICE AGREEMENT**

by and between

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

and

**HILTON ORLANDO BONNET CREEK  
(the Hotel)**

relating to the  
providing of bus service to Hilton Orlando Bonnet Creek and Waldorf Astoria Bonnet  
Creek, 14100 Bonnet Creek Resort Lane  
Orlando, FL 32821

\_\_\_\_\_, 2010

---

## TABLE OF CONTENTS

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

<u>Paragraph</u>	<u>Caption</u>	<u>Page Number</u>
1.	DEFINITIONS	1
2.	PROVIDING OF BUS SERVICE	2
3.	TERM	2
4.	SCHEDULE OF BUS SERVICE	3
5.	FEEES AND SECURITY DEPOSIT	3
6.	DEFAULT	3
7.	ACCESS OVER PRIVATE PROPERTY	3
8.	INDEMNIFICATION	3
9.	BOND	4
10.	NON-ASSIGNABILITY	4
11.	RELATIONSHIP OF PARTIES	4
12.	NO THIRD PARTY BENEFICIARY	4
13.	NOTICE	4
14.	COSTS AND ATTORNEY'S FEES	5
15.	GOVERNING LAW	5
16.	MISCELLANEOUS CLAUSES	5
17.	COMPLETE AGREEMENT	6

### Schedule of Exhibits

**Exhibit "A" - Sketch of POA Area**

**Exhibit "B" - Description of Service or Bus Route / Service costs**

**Exhibit "C" - Schedule of Service times and Stops**

**Exhibit "D" - Service Costs**

## **BUS SERVICE AGREEMENT**

**THIS BUS SERVICE AGREEMENT** (the “**Agreement**”) made and entered as of this \_\_\_\_ day of \_\_\_\_\_ 2010, by and between:

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

and

**HILTON ORLANDO BONNET CREEK** , a Florida corporation, with a registered office at 14100 Bonnet Creek Resort Lane, Orlando, FL 32821 (hereinafter referred to as the “**Hotel**”).

The Hotel and LYNX shall sometimes be referred to collectively as the “**Parties**”.

### **WITNESSETH:**

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

**WHEREAS**, the Hotel is a hotel formed for the purpose of providing various services to a certain geographic area in the Bonnet Creek Resort area, Orange County, Florida, and which geographic area is generally described as set forth in **Exhibit “A”** attached hereto (the “**POA Area**”); and

**WHEREAS**, the Hotel and its employees desire and have a need for public transportation service in certain portions of the POA Area in order to provide for, among other matters, public transportation in order to facilitate employees, guests and other persons seeking transportation to and from facilities located in the POA Area; and

**WHEREAS**, the Parties have entered into discussions regarding LYNX establishing one or more additional “bus links” in the POA Area to provide additional public bus transportation, and LYNX is prepared to do so pursuant to the terms and conditions of this Agreement.

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

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

<b><u>Agreement</u></b>	shall mean this Bus Service Agreement, as the same may be amended from time to time.
<b><u>Bus Service</u></b>	shall mean the bus service to be provided by LYNX in the POA Area as set forth in this Agreement.
<b><u>FDOT</u></b>	shall mean the Florida Department of Transportation.
<b><u>Fees</u></b>	shall mean the fees to be paid to LYNX by the Hotel for providing the Bus Service as set forth and described in Paragraph 5 below.
<b><u>FTA</u></b>	shall mean the Federal Transit Administration.
<b><u>LYNX</u></b>	shall have the meaning set forth in the preamble to this Agreement.
<b><u>POA</u></b>	shall mean the Hotel, as the property owners Hotel.
<b><u>POA Area</u></b>	shall mean the area for which the Hotel was formed as a hotel, as described and set forth in <b><u>Exhibit “A”</u></b> attached hereto.
<b><u>Service Area, Service Route, Bus Route, or Bus Link</u></b>	shall mean the proposed bus route for service to be provided by LYNX as identified and set forth in <b><u>Exhibit “B”</u></b> attached hereto.
<b><u>Service Schedule</u></b>	shall mean the frequency, times and stops for the Bus Service to be provided by LYNX, as set forth and described in Paragraph 4 below.
<b><u>Term</u></b>	shall mean the term of this Agreement, as set forth in Paragraph 3 below.

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

- a. Federal, state and local regulations applicable to LYNX including, but not limited to, the rules and regulations promulgated from time to time by FDOT and/or FTA as applicable to LYNX.
- b. The reasonable determination by LYNX as to the providing of bus service overall as a public transportation agency.
- c. All conditions beyond the reasonable control of LYNX including, but not limited to, Acts of God, hurricanes, matters of public safety, etc.

3. **TERM.** This agreement shall be effective as of the date to be determined between the Hotel and LYNX when Bus Service is to begin (estimated to be December 6, 2009) (the “**Commencement Date**”) and shall continue for a period of thirty (30) days from the Commencement Date (the “**Expiration Date**”). Unless terminated in writing by either party,

this Agreement shall continue after the Expiration Date on a month to month basis and may be terminated at any time upon seven (7) days notice by either party.

4. **SCHEDULE OF BUS SERVICE**. Attached hereto as **Exhibit “C”** is a Schedule showing the proposed times, stops and service for the Bus Service. This Schedule is subject to all of the provisions of this Agreement.

5. **FEES AND SECURITY DEPOSIT**.

a. **Fees**. As consideration for LYNX agreeing to provide the Bus Service, the Hotel agrees to pay to LYNX the fees set forth and described in **Exhibit “D”** attached hereto.

b. **Security Deposit**. To secure the payment of all fees due LYNX from the Hotel hereunder, the Hotel shall promptly pay to LYNX the amount of \$\_\_\_\_\_ (the **“Security Deposit”**). Said amount shall be deemed to be a security deposit which will be held by LYNX in a non-interest bearing account and will be used to secure the obligations of the Hotel hereunder. Said Security Deposit may be used by LYNX against the last amounts coming due under this Agreement for Bus Service.

6. **DEFAULT**. In the event either party defaults under this Agreement, the other party, before declaring a default, shall give written notice to the other party, and the other party shall have seven (7) days within which to cure said default. Notwithstanding the foregoing:

a. In the event of nonpayment of any Fees, LYNX shall have the right to immediately terminate the Bus Service. In addition, LYNX will have the right to apply the Security Deposit to amounts due under this Agreement.

b. The sole remedies available to the Hotel in the event of a default hereunder, shall be solely to recover from LYNX any unearned portion of any of the Fees. In the case of LYNX, the sole remedy available to LYNX is to terminate the Bus Service, and recover any unpaid Fees for bus services rendered in accordance with the schedule provided in **Exhibit “C”**.

7. **ACCESS OVER PRIVATE PROPERTY**. If and to the extent the Bus Route at any time extends over any private property in the POA Area, then if requested by LYNX, the Hotel shall obtain written authorization from persons having an interest in the private property for LYNX to provide the Bus Service.

8. **INDEMNIFICATION**. The Hotel shall indemnify and save LYNX completely harmless in respect of liability and of damages, costs and expenses in connection with any damage or injury whatsoever to persons or property arising out of the use, management, operation, occupation, ownership, maintenance or control of the Bus Route and arises out of the negligence of the Hotel, or any of its Members, or any of their employees or agents.

9. **BOND**. The Hotel shall not be required to furnish the Owner with any bond or other collateral conditioned for the faithful performance of the duties and due accounting for all

monies received by the Hotel under this Agreement. Notwithstanding the provisions of this paragraph, the Hotel shall pay to LYNX the Security Deposit as set forth above.

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

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

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

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

As to LYNX:	Bert Francis, CFO 455 North Garland Avenue Orlando, FL 32801
with a copy to:	Lisa Darnall 455 North Garland Avenue Orlando, FL 32801
As to the Hotel	HILTON ORLANDO BONNET CREEK 14100 Bonnet Creek Resort Lane Orlando, FL 32821 Attn: _____ Telephone: (407) 722-3608 Telecopy: (407) 722-3624
with a copy to:	<i>the hotel's attorney</i>  Telephone: (407) ____ - ____ Telecopy: (407) ____ - ____

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

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

15. **GOVERNING LAW.** This Agreement shall be construed in accordance with and governed by the laws of the State of Florida.

16. **MISCELLANEOUS CLAUSES.**

a. **Sovereign Immunity.** Nothing contained in this Agreement, the relationship between the parties hereto, the providing of the Bus Service, or otherwise shall in any way whatsoever constitute any waiver by LYNX of its rights to invoke sovereign immunity as a governmental entity. The parties are aware and understand that the LYNX is a governmental body created by the Florida Legislature and, as such, is entitled to the benefit of sovereign immunity under the laws of the State of Florida. Nothing contained in this Agreement shall be deemed to be a waiver by the LYNX of any of its rights under said sovereign immunity. OWNER acknowledges that under the principle of sovereign immunity, LYNX is nonetheless liable for its tortious acts only up to the amounts of \$100,000/\$200,000 as specifically provided in Section 768.28, Florida Statutes, or such other amount as may be specified in the future through any statutory modification of said statute.

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

c. **Time of Essence.** The parties recognize that time is of the essence in the performance of the provisions of this Agreement.

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

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



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

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

h. **Governing Law.** This Agreement shall be interpreted and constructed according to and enforced under the laws of the State of Florida. LYNX and the Funding Partners agree that the Ninth Judicial Circuit Court of Orange County, Florida shall have exclusive jurisdiction and venue over any legal action arising under this Agreement.

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

j. **Severability.** If any of the provisions of this Agreement are held to be invalid, illegal or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. To that end, the provisions of this Agreement are declared to be severable.

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

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

**[Signatures Begin On Following Page]**

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

**THE CENTRAL FLORIDA REGIONAL  
TRANSPORTATION AUTHORITY**

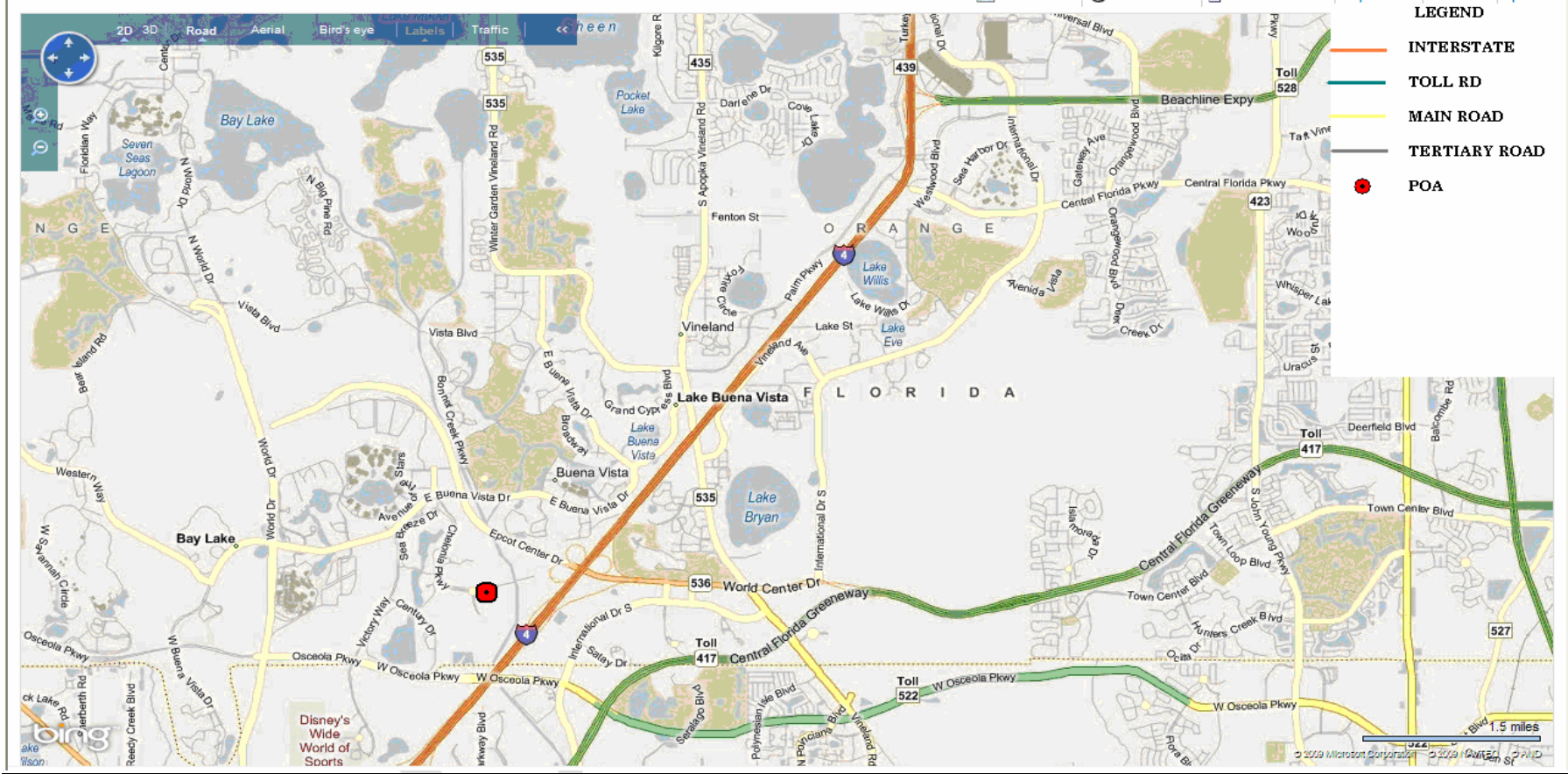
By: \_\_\_\_\_

**HILTON ORLANDO BONNET CREEK**

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

DRAFT

## EXHIBIT "A" POA Area



## **EXHIBIT “B”**

### **Description of Service or Bus Route**

LYNX provides transit services to the Walt Disney World area and its environs through a number of routes, called Links. Links 300 through 306 (3D routes) provide WDW Cast Members and employees of resorts within WDWs surrounding area employment trips to the WDW westside transfer station, and then delivers Cast Members to the various resorts and attractions within WDW and its environs.

To serve Hilton Orlando Bonnet Creek located at 14100 Bonnet Creek Resort Lane, Orlando, FL 32821 LYNX will deviate one of its Disney 3D routes to the POA. The route to be deviated will be selected by the LYNX planning division at its sole discretion.

DRAFT

**EXHIBIT “C”**

**Schedule of Service Times and Stops**

**LYNX will provide two employment based trips daily, seven days per week, to serve Hilton Orlando Bonnet Creek from the Downtown Disney Westside Transfer Station at approximately 7:20 AM and to the Downtown Disney Transfer Station at approximately 5:05 PM**

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

---

**EXHIBIT “D”**

**Service Costs**

<b>Weekday</b>		
	Revenue Hours	0.33
	Revenue Miles	4.62
	Peak Buses	1
<b>Saturday</b>		
	Revenue Hours	0.33
	Revenue Miles	4.62
	Peak Buses	1
<b>Sunday</b>		
	Revenue Hours	0.33
	Revenue Miles	4.62
	Peak Buses	1
<b>Annual</b>		
	Revenue Hours	120
	Revenue Miles	1,686
	Operating Cost	\$6,565

<b>Factors for FY 2010</b>	
Weekdays	256
Saturdays	52
Sundays	57
	365
LYNX cost/hr	\$54.50

Consent Agenda Item #6.D. vi

**To:** LYNX Board of Directors

**From:** Edward Johnson  
CHIEF ADMINISTRATIVE OFFICER  
Tori Iffland  
(Technical Contact)  
Rich Bannon  
(Technical Contact)

**Phone:** 407.841.2279 ext: 6058

**Item Name:** Miscellaneous  
Authorization to Renew a Multi-Year Contract with AT&T for Fiber Access Ring Services

**Date:** 9/23/2010

---

**ACTION REQUESTED:**

Staff is requesting the Board of Directors' authorization for the Interim Chief Executive Officer (CEO) or designee to enter into a multi-year utility service agreement with AT&T for Fiber Access Ring services.

**BACKGROUND:**

Voice and data network utility services are necessary for LYNX to establish and maintain a network for all three LYNX facilities. The network provides LYNX with connectivity for daily business operations. The network enables telephone services, data network services, security systems and radio communications.

LYNX began utilizing AT&T's Fiber Access Ring services in March 2005 to establish a more efficient and reliable network. Since the utility service is based on a fiber ring, each facility has two (2) distinct fiber access points so that the LYNX network always has a network route to each facility instead of a single facility- to- facility network. All LYNX network services provided on the access ring, assures LYNX of un-interrupted service.

LYNX staff recommends continuing the use of AT&T's Fiber Access Ring services, and has identified a means to further reduce operating expenses related to the LYNX network. Currently, LYNX utilizes the service on an annual service agreement basis and would benefit from establishing a multi-year agreement for such services. LYNX would like to establish a thirty-six (36) month utility service agreement with AT&T for Fiber Access Ring services.

## **FISCAL IMPACT:**

The total cost for this agreement is \$76,344 annually and \$229,032 over a thirty-six (36) month period. Funding is budgeted annually within the Information Technology division budget.

Consent Agenda Item #6.D. vii

<b>To:</b>	<b>LYNX Board of Directors</b>
<b>From:</b>	<b>Lisa Darnall</b> CHIEF OPERATING OFFICER <b>Joe Cheney</b> (Technical Contact)
<b>Phone:</b>	<b>407.841.2279 ext: 6036</b>
<b>Item Name:</b>	<b>Miscellaneous</b> <b>Authorization to Purchase Fifteen Replacement Transit Buses Under LYNX Contract #09-C05 with Gillig, LLC</b>
<b>Date:</b>	<b>9/23/2010</b>

---

**ACTION REQUESTED:**

Staff is requesting the Board of Directors' authorization for the Interim Chief Executive Officer or designee to purchase up to fifteen (15) replacement transit buses at a not-to-exceed amount of \$6,026,000 from Gillig, LLC Contract #09-C05, which would be delivered beginning the fall of 2011.

**BACKGROUND:**

LYNX has an active fleet of 268 revenue buses effective with the August 15, 2010, service change. Forty-nine (49) of these buses meet the Federal Transit Administration (FTA) requirements for retirement, thirty (30) of which will be replaced at the end of calendar year 2010.

At the December 2008 Board meeting, LYNX awarded a five (5) year supplier contract for heavy-duty buses for the State of Florida to Gillig, LLC. The previous contract with Gillig expired in February 2009 and Hillsborough Transit Authority (HART) was the lead agency. LYNX is now the lead agency for the new contract. Participating agencies must pay a transaction fee of \$500 per bus, not to exceed \$10,000 per contract year. As lead agency, LYNX is exempt from paying the transaction fee.



The breakdown cost is as follows:

**FY2011 Bus Procurement**

Fifteen (15) 40-foot replacement buses with all options and delivery at \$398,800 per bus	\$ 5,982,000
Spare Parts Package	\$ 30,000
Florida Consortium Fee (waived as lead agency)	\$ 0
Factory and Pre-production Inspections	\$ 14,000
Total cost for twenty buses	\$ 6,026,000

**FISCAL IMPACT:**

LYNX has included Federal Transit Administration (FTA) funding for transit buses in the proposed FY2011 capital budget.

Consent Agenda Item #6.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 Approve the Agreement with the Florida Department of Transportation for Construction, Operation and Maintenance of the Kissimmee Intermodal Center

**Date:** 9/23/2010

---

**ACTION REQUESTED:**

Staff is requesting the Board of Directors' authorization for the Interim Chief Executive Officer (CEO) or designee to finalize and execute a Joint Participation Agreement (JPA) with the Florida Department of Transportation District 5 (FDOT) and adopt Resolution 10-004 for construction, operation and maintenance of the Kissimmee Intermodal Center.

**BACKGROUND:**

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 release an Invitation For Bid (IFB) to construct the Kissimmee Intermodal Facility in a separate agenda item. The 8-bay facility will accommodate 6 buses up to 40 feet in length and two articulated buses up to 60 feet in length.

Prior to securing the Federal funds and beginning construction for the project, ownership of the land must be secured by FDOT and satisfactory maintenance and continuing control must be demonstrated. FDOT is scheduled to take ownership of the property as part of the purchase of CSX right-of-way by the end of this month. LYNX will then submit the engineering plans to the

## LYNX Board Agenda

Kissimmee staff for final review and approval, followed by submitting for building permits. Construction should take approximately 12 months.

FDOT will own the property for the Kissimmee Intermodal Facility during the period they operate the commuter rail system. At the end of the seven year period, ownership of the property will be transferred to the Central Florida Commuter Rail Commission. 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. LYNX will continue to operate and maintain Facility after ownership is transferred to the Rail Commission.

FDOT and LYNX are finalizing a Joint Participation Agreement to address the Federal requirements for funding the project and to memorialize the relationships and responsibilities of the two parties.

### **FISCAL IMPACT:**

The estimated construction cost of \$1,539,000 for the Kissimmee Intermodal Facility is a federal grant funded project as part of the capital amenities budget.

**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

**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

Consent Agenda Item #6.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 Reaffirm the Intergovernmental Coordination and Review (ICAR) and Public Transportation Coordination Joint Participation Agreement (JPA)**

**Date:** 9/23/2010

---

**ACTION REQUESTED:**

Staff is requesting the Board of Directors' authorization for the Interim Chief Executive Officer (CEO) to reaffirm the Intergovernmental Coordination and Review and Public Transportation Coordination (ICAR) Joint Participation Agreement (JPA).

**BACKGROUND:**

The Intergovernmental Coordination and Review and Public Transportation Coordination Joint Participation Agreement (ICAR) is a five year multi agency coordination agreement with the Florida Department of Transportation (FDOT), the Orlando Urban Area Metropolitan Planning Organization (METROPLAN ORLANDO), LYNX, Orlando-Orange County Expressway Authority, the Seminole County Expressway Authority; the Greater Orlando Aviation Authority (GOA), the Sanford Airport Authority, and the East Central Florida Regional Planning Council (ECFRPC) last signed in June 2005.

This item is being brought to the LYNX Board at the request of METROPLAN ORLANDO, the region's Metropolitan Planning Organization. This agreement could be an item that U.S. DOT's Federal Transit Administration may require of LYNX in future certifications. The agreement identifies responsibilities of cooperatively carrying out transportation planning as a condition to receipt of Federal capital or operating assistance. The Joint Participation Agreement (JPA) is between public transit authorities, port authorities, aviation authorities, expressway authorities, regional planning councils, MPOs and the State.

The purpose of this JPA is to describe the means of coordination among agencies and to specify how transportation planning and programming will be part of a continuing, cooperative and



comprehensive coordinated planned development of the metropolitan area. The JPA also adopts a dispute resolution process to reconcile differences between governments and agencies and private interest.

The JPA addressed how agencies will cooperate in the development of METROPLAN ORLANDO's Unified Planning Work Program, Transportation Improvement Program, Long Range Transportation Plan and applicable corridor or subarea studies. To address the development of a process for planning coordination, forwarding recommendations and project programming consistency through an agreement letter – Exhibit I of the JPA is an excerpt of the planning related parts of the adopted METROPLAN ORLANDO Internal Operating Procedures.

The East Central Florida Regional Planning Council is charged with handling the process for intergovernmental coordination through review and identification of inconsistencies between MPO plans and local government comprehensive plans and with dispute resolution. The dispute resolution process, attached as Exhibit II of the JPA, is the adopted chapter 29F-3 Regional Dispute Resolution Process Rule.

**FISCAL IMPACT:**

There is no known fiscal impact at this time.

**INTERGOVERNMENTAL COORDINATION AND REVIEW**

**AND**

**PUBLIC TRANSPORTATION COORDINATION  
JOINT PARTICIPATION AGREEMENT**

THIS JOINT PARTICIPATION AGREEMENT is made and entered into this \_\_\_ day of \_\_\_, 2010 by and between the FLORIDA DEPARTMENT OF TRANSPORTATION (hereinafter "Department"); the ORLANDO URBAN AREA METROPOLITAN PLANNING ORGANIZATION, d/b/a METROPLAN ORLANDO (hereinafter the "MPO" or the "Metropolitan Planning Organization"); the EAST CENTRAL FLORIDA REGIONAL PLANNING COUNCIL (hereinafter the "Regional Planning Council"); the CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY d/b/a LYNX (hereinafter the "Transit Authority"); the GREATER ORLANDO AVIATION AUTHORITY and the SANFORD AIRPORT AUTHORITY (hereinafter the "Aviation Authorities"); and the ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY AND THE SEMINOLE COUNTY EXPRESSWAY AUTHORITY (hereinafter the "Expressway Authorities").

**RECITALS**

WHEREAS, the Federal Government, under the authority of 23 United States Code (U.S.C.) and any subsequent applicable amendments requires each metropolitan area, as a condition to the receipt of federal capital or operating assistance, to have a continuing, cooperative, and comprehensive transportation planning process in designated metropolitan areas to develop and implement plans and programs consistent with the comprehensively planned development of the metropolitan area;

WHEREAS, 23 U.S.C. 134, and Section 339.175, Florida Statutes (FS), provide for the creation of metropolitan planning organizations to develop transportation plans and programs for metropolitan areas;

WHEREAS, 23 Code of Federal Regulations (CFR) 450.314 require that the State, the Metropolitan Planning Organization, and the operators of publicly owned transportation systems shall enter into an agreement clearly identifying the responsibilities for cooperatively carrying out such transportation planning (including corridor and subarea studies pursuant to 23 CFR 450.212 and 450.318) and programming;

WHEREAS, pursuant to Section 20.23, FS, the Department has been created by the State of Florida, and the Department has the powers and duties relating to transportation, all as outlined in Section 334.044, FS;

WHEREAS, pursuant to 23 U.S.C. 134, 49 U.S.C. 5303, 23 CFR 450.310, and Section 339.175(2), FS, the Orlando Urban Area Metropolitan Planning Organization, d/b/a METROPLAN ORLANDO has been designated and its membership apportioned by the Governor of the State of Florida, with the agreement of the affected units of general purpose local government, to organize and establish the Metropolitan Planning Organization;

WHEREAS, pursuant to an interlocal agreement executed on June 7, 2000, and filed with the Clerk of the Circuit Court of Orange, Osceola, Seminole and Volusia Counties the Orlando Urban Area Metropolitan Planning Organization, d/b/a METROPLAN ORLANDO was established;

WHEREAS, pursuant to Chapter 75-464, Laws of Florida, the Greater Orlando Aviation Authority was created and established:

WHEREAS, pursuant to Chapter 71-924, Laws of Florida, the Sanford Airport Authority was created and established;

WHEREAS, pursuant to Section 348.75 et seq. Florida Statutes, the Orlando-Orange County Expressway Authority was created;

WHEREAS, PURSUANT TO Section 348.95 et seq., Florida Statutes, the Seminole County Expressway Authority was created and established;

WHEREAS, pursuant to Section 343.6 et seq., Florida Statutes, the Central Florida Regional Transportation Authority created and established

WHEREAS, pursuant to Section 339.175(10)(a)2., FS, the Metropolitan Planning Organization shall execute and maintain an agreement with the metropolitan and regional intergovernmental coordination and review agencies serving the Metropolitan Area;

WHEREAS, the aforesaid agreement must describe the means by which activities will be coordinated and specify how transportation planning and programming will be part of the comprehensively planned development of the Metropolitan Area;

WHEREAS, pursuant to Section 186.504, FS, and Chapter 29 Rule 29F-1.01, Florida Administrative Code (FAC), the East Central Florida Regional Planning Council was established and operates with a primary purpose of intergovernmental coordination and review;

WHEREAS, pursuant to Section 186.505(24), FS, the East Central Florida Regional Planning Council is to review plans of metropolitan planning organizations to identify inconsistencies between those agencies' plans and applicable local government comprehensive plans adopted pursuant to Chapter 163, FS;

WHEREAS, the Regional Planning Council, pursuant to Section 186.507, FS, is required to prepare a Strategic Regional Policy Plan, which will contain regional goals and policies that address regional transportation issues;

WHEREAS, based on the Regional Planning Council's statutory mandate to identify inconsistencies between plans of metropolitan planning organizations and applicable local government comprehensive plans, and to prepare and adopt a Strategic Regional Policy Plan, the Regional Planning Council is appropriately situated to assist in the intergovernmental coordination of the intermodal transportation planning process;

WHEREAS, pursuant to Section 186.509, FS, and Chapter 29 F-3, FAC, the Regional Planning Council has adopted a conflict and dispute resolution process;

WHEREAS, the purpose of the dispute resolution process is to reconcile differences in planning and growth management issues between local governments, regional agencies, and private interests;

WHEREAS, the parties hereto have determined that the voluntary dispute resolution process is useful in the process of resolving conflicts and disputes arising in the transportation planning process;

WHEREAS, pursuant to 23 CFR 450.314 and Section 339.175(10)(a)3., FS, the Metropolitan Planning Organization must execute and maintain an agreement with the operators of public transportation systems, including transit systems, commuter rail systems, airports, and seaports, describing the means by which activities will be coordinated and specifying how public transit, commuter rail, aviation, and seaport planning (including corridor and subarea studies pursuant to 23 CFR 450.212 and 450.318) and programming will be part of the comprehensively planned development of the Metropolitan Area;

WHEREAS, it is in the public interest that the MPO, operators of public transportation systems, including transit systems, commuter rail systems, port and aviation authorities, jointly pledge their intention to cooperatively participate in the planning and programming of transportation improvements within this Metropolitan Area;

WHEREAS, the undersigned parties have determined that this Agreement satisfies the requirements of and is consistent with 23 CFR 450.314 and Section 339.175(10), FS; and

WHEREAS, the parties to this Agreement desire to participate cooperatively in the performance, on a continuing basis, of a coordinated, comprehensive transportation planning process to assure that highway

facilities, mass transit, rail systems, air transportation and other facilities will be properly located and developed in relation to the overall plan of community development.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representation herein, the parties desiring to be legally bound, do agree as follows:

ARTICLE 1  
RECITALS; DEFINITIONS

Section 1.01. Recitals. Each and all of the foregoing recitals be and the same hereby incorporated herein and acknowledged to be true and correct. Failure of any of the foregoing recitals to be true and correct shall not operate to invalidate this Agreement.

Section 1.02. Definitions. The following words when used in this Agreement (unless the context shall clearly indicate the contrary) shall have the following meanings:

Agreement means and refers to this instrument, as amended from time to time.

Corridor or Subarea Study shall mean and refer to studies involving major investment decisions or as other identified in 23 CFR 450.318.

Department shall mean and refer to the Florida Department of Transportation, an agency of the State of Florida, created pursuant to Section 20.23, FS.

FHWA means and refers to the Federal Highway Administration.

Long Range Transportation Plan is at a minimum a 20-year plan which: identifies transportation facilities; includes a financial plan that demonstrates how the plan can be implemented and assesses capital improvements necessary to preserve the existing metropolitan transportation system and make efficient use of existing transportation facilities; indicates proposed transportation enhancement activities; and, in ozone/carbon monoxide nonattainment areas, is coordinated with the State Implementation Plan, all as required by 23 U.S.C. 134(i), 23 CFR 450.322, Section 339.175(7), FS.

Metropolitan Area means and refers to the planning area as determined by agreement between the (insert name) Metropolitan Planning Organization and the Governor in the urbanized areas designated by the United States Bureau of the Census as described in 23 U.S.C. 134(b)(1) and Section 339.175, FS, which shall be subject to the Metropolitan Planning Organization's planning authority.

MPO means and refers to the metropolitan planning organization formed pursuant to Interlocal Agreement dated (insert date) as amended or superseded from time to time.

Regional Planning Council means and refers to the East Central Florida Regional Planning Council created pursuant to Section 186.504, FS, and identified in Chapter 29F-1.01, FAC.

Transportation Improvement Program (TIP) is the staged multi-year program of transportation improvement projects developed by a metropolitan planning organization consistent with the Long-Range Transportation Plan and developed pursuant to title 23 U.S.C. 134(j), 49 U.S.C. 5304, 23 CFR 450.324 and Section 339.175(8), FS.

Unified Planning Work Program is a biennial program developed in cooperation with the Department and public transportation providers, that lists all planning tasks to be undertaken during a two year time frame, with a complete description thereof and an estimated budget, all as required by 23 CFR 450.308, and Section 339.175(9), FS.

## ARTICLE 2 PURPOSE

Section 2.01. Coordination with public transit operators. As set forth in Article 3 of this Agreement, the purpose of this Agreement is to provide for cooperation with the Department, the Transit Authority, , the Aviation Authorities, and the Expressway Authorities in the development and preparation of the Unified Planning Work Program, the Transportation Improvement Program, the Long-Range Transportation Plan, and any applicable Corridor or Subarea Studies.

Section 2.02. Intergovernmental coordination; Regional Planning Council. As set forth in Article 4 of this Agreement, the purpose of this Agreement is to provide a process through the Regional Planning Council for intergovernmental coordination and review and identification of inconsistencies between proposed Metropolitan Planning Organization transportation plans and local government comprehensive plans adopted pursuant to Chapter 163, FS, and approved by the Florida Department of Community Affairs.

Section 2.03. Dispute resolution. As set forth in Article 5 of this Agreement, the purpose of this Agreement is to provide a process for conflict and dispute resolution through the Regional Planning Council.

## ARTICLE 3 COOPERATIVE PROCEDURES FOR PLANNING AND PROGRAMMING WITH OPERATORS OF PUBLIC TRANSPORTATION SYSTEMS

Section 3.01. Cooperation with operators of public transportation systems; coordination with local government approved comprehensive plans.

(a) The Metropolitan Planning Organization shall cooperate with the Transit Authority, Aviation Authorities, and the Expressway Authorities to optimize the planning and programming of an integrated and balanced intermodal transportation system for the Metropolitan Area.

(b) The Metropolitan Planning Organization shall implement a continuing, cooperative, and comprehensive transportation planning process that is consistent, to the maximum extent feasible, with port and aviation master plans, and public transit development plans of the units of local governments whose boundaries are within the Metropolitan Area.

(c) As a means towards achievement of the goals in paragraphs (a) and (b) and in an effort to coordinate intermodal transportation planning and programming, the Metropolitan Planning Organization may include as part of its membership officials of agencies that administer or operate major modes or systems of transportation, including but not limited to transit operators, sponsors of major local airports, maritime ports, and rail operators. The representative of the major modes or systems of transportation may be accorded voting or non-voting advisor status. In the Metropolitan Area if authorities or agencies have been or may be created by law to perform transportation functions and are performing transportation functions, and that are not under the jurisdiction of a general purpose local government represented on the Metropolitan Planning Organization, the Metropolitan Planning Organization shall request the Governor to designate said authority or agency as a voting member of the MPO in accordance with the requirements of Section 339.175, FS. If the new member would alter local government representation in the Metropolitan Planning Organization, the Metropolitan Planning Organization shall propose a revised apportionment plan to the Governor to ensure voting membership on the Metropolitan Planning Organization to an official representing public transit authorities which have been, or may be, created by law.

(d) The Metropolitan Planning Organization shall ensure that representatives of ports, transit authorities, and airports within the Metropolitan Area are provided membership on the Metropolitan Planning Organizations Technical Advisory Committee.

### Section 3.02. Preparation of transportation related plans.

(a) Although the adoption or approval of the Unified Planning Work Program, the Transportation Improvement Program, and the Long-Range Transportation Plan is the responsibility of METROPLAN ORLANDO the Metropolitan Planning Organization, development of such plans or programs shall be viewed as a cooperative effort involving the Department, the Transit Authority, , Aviation Authority, and the Expressway Authorities In developing its plans and programs, METROPLAN ORLANDO the Metropolitan Planning Organization shall solicit the comments and recommendations of the parties to this Agreement in the preparation of such plans and programs.

(b) At the commencement of the process of preparing the Unified Planning Work Program, the Transportation Improvement Program, or the Long-Range Transportation Plan, or preparing other than a minor amendment thereto (as determined by the Metropolitan Planning Organization), the Metropolitan Planning Organization shall extend notice to the Department, the Transit Authority, the Aviation Authorities, and the Expressway Authorities, advising the scope of the work to be undertaken and inviting comment and participation in the development process. The MPO shall ensure that the chief operating officials of the Department, the Transit Authority, the Aviation Authorities, and the Expressway Authorities shall receive approximate 15 days written formal notice of all public workshops and hearings relating to the development of such plans and programs. It is stipulated by the parties to this Agreement that the failure by the (insert name) Metropolitan Planning Organization to properly extend written or other notice shall not invalidate, or lodged as a claim to invalidate, the adoption of the aforementioned plans and programs.

#### (c) Local government comprehensive plans.

(1) In developing the TIP, Long-Range Transportation Plan, or a Corridor or Subarea Studies, or preparing other than a minor amendment thereto (as determined by the MPO), METROPLAN ORLANDO, the Metropolitan Planning Organization, the Central Florida Regional Transportation Authority, , the Greater Orlando Aviation Authority, and the Sanford Airport Authority, and Orlando-Orange County Expressway Authority , and the Seminole County Expressway Authority shall analyze for each local government in the Metro Area: (i) the comprehensive plan future land use elements; (ii) the goals, objectives, and policies of the comprehensive plans; and (iii) the zoning, of each local governments in the Metropolitan Area. Based upon the foregoing review and a consideration of other growth management factors, the MPO, the Transit Authority, , Aviation Authorities, and the Expressway Authorities, shall provide written recommendations to local governments in the Metropolitan Area in the development, amendment, and implementation of their comprehensive plans. A copy of the recommendations shall be sent to the Regional Planning Council.

(2) METROPLAN ORLANDO, the Metropolitan Planning Organization agrees that, to the maximum extent feasible, the Long-Range Transportation Plan and the project and project phases within the Transportation Improvement Program shall be consistent with the future land use element and goals, objectives, and policies of the comprehensive plans of local government in the Metropolitan Area. If the MPO's Transportation Improvement Program is inconsistent with a local government comprehensive plan, the MPO shall so indicate, and the MPO shall present, as part of the Transportation Improvement Program, justification for including the project in the program.

#### (d) Multi-modal transportation agency plans.

(1) In developing the Transportation Improvement Program, Long-Range Transportation Plan, or a Corridor or Subarea Studies, or preparing other than a minor amendment thereto (as determined by the Metropolitan Planning Organization, METROPLAN ORLANDO, the Metropolitan Planning Organization shall analyze the affected: , master plans of the , the Greater Orlando Aviation Authority and the Sanford Airport Authority, the Central Florida Regional Transportation Authority, and the Orlando-Orange County Expressway Authority and the Seminole County Expressway Authority Based upon the foregoing review and a

consideration of other transportation-related factors, METROPLAN ORLANDO the Metropolitan Planning Organization, shall from time to time and as appropriate, provide recommendations to the parties to this Agreement as well as local governments within the Metropolitan Area, for the development, amendment, and implementation of their master, development, or comprehensive plans.

(2) In developing or revising their respective master or development plans, the parties to this Agreement shall analyze the draft or approved Unified Planning Work Program, Transportation Improvement Program, Long-Range Transportation Plan, or Corridor and Subarea Studies, or amendments thereto. Based upon the foregoing review and a consideration of other transportation-related factors, the parties to this Agreement shall from time to time and as appropriate, provide written recommendations to the Metropolitan Planning Organization MPO with regard to development, amendment, and implementation of the plans, programs, and studies.

(3) METROPLAN ORLANDO, the Metropolitan Planning Organization agrees that, to the maximum extent feasible, the Transportation Improvement Program shall be consistent with the affected master plans and development plans of the parties to this Agreement.

(e) By letter agreement to be executed by METROPLAN ORLANDO, the Metropolitan Planning Organization and the affected Transit Authority, Aviation Authorities, the Expressway Authorities, and public transit providers represented by Metropolitan Planning Organization members, METROPLAN ORLANDO the Metropolitan Planning Organization and the affected agency or authority shall mutually develop a process for planning coordination, forwarding recommendations, and project programming consistency to be referred to as the "letter agreement". This process shall be the same as the METROPLAN ORLANCO INTERNAL OPERATING PROCEDURES, attached hereto as Exhibit I, to be referred to as the "letter agreement". The parties to this Agreement agree that METROPLAN ORLANDO, the Metropolitan Planning Organization need only include in the Transportation Improvement Program those state-funded airport and seaport projects that directly relate to surface transportation activities. The process agreed to in the "letter agreement" shall provide flexible deadlines for inter-agency comment on affected plans referenced in this section. Upon approval, the "letter agreement" shall be appended to this Agreement and shall be an exhibit hereto. The signatories to the "letter agreement" may revise or terminate the "letter agreement" upon 30 days written notice to all other parties to this Agreement but without approval of other parties hereto.

#### ARTICLE 4 INTERGOVERNMENTAL COORDINATION AND REVIEW

Section 4.01. Coordination with Regional Planning Council. The Regional Planning Council shall perform the following tasks:

(a) Within 30 days of receipt, review the draft of the proposed Transportation Improvement Program, Long-Range Transportation Plan, Corridor and Subarea Studies, or amendments thereto, as requested by the Metropolitan Planning Organization, to identify inconsistencies between the foregoing plans and programs and applicable local government comprehensive plans adopted pursuant to Chapter 163 *et seq.*, FS, for counties and cities within the Metropolitan Area and the adopted Strategic Regional Policy Plan.

(1) The parties hereto recognize that, pursuant to Florida law, the Long-Range Transportation Plan and the Transportation Improvement Program of the (insert name) Metropolitan Planning Organization must be considered by cities and counties within the Metropolitan Area in the preparation, amendment, and update/revision of their comprehensive plans. Further, the Long-Range Transportation Plan and the projects and project phases within the Transportation Improvement Program are to be consistent with the future land use element and goals, objectives, and policies of the comprehensive plans of local governments in the Metropolitan Area to the maximum extent feasible. Therefore, promptly upon completion of its review of the draft proposal, the Regional Planning Council shall advise the Metropolitan Planning Organization and each affected county or city of its findings;

(2) If, after completing its review of the draft proposal, the East Central Florida Regional Planning Council deems that the plans and programs submitted are not acceptable, the Regional Planning Council shall promptly advise METROPLAN ORLANDO, the Metropolitan Planning Organization, in writing of its concerns and identify those portions of the submittals which need to be reevaluated and potentially modified; and

(3) Upon final adoption of the proposed Transportation Improvement Program, Long-Range Transportation Plan, Corridor and Subarea Studies, or amendments thereto, METROPLAN ORLANDO, the Metropolitan Planning Organization may request that the East Central Florida Regional Planning Council consider adoption of regional transportation goals, objectives, and policies in the Strategic Regional Policy Plan implementing the adopted Transportation Improvement Program, Long-Range Transportation Plan, Corridor and Subarea Studies, or amendments thereto. If the proposed plan, program, or study, or amendments thereto, was the subject of previous adverse comment by the East Central Florida Regional Planning Council, the Metropolitan Planning Organization will identify the change in the final adopted plan intended to resolve the adverse comment, or alternatively, the Metropolitan Planning Organization shall identify the reason for not amending the plan as suggested by the East Central Florida Regional Planning Council.

(b) Provide the availability of the conflict and dispute resolution process as set forth in Article 5 below.

## ARTICLE 5 CONFLICT AND DISPUTE RESOLUTION PROCESS

Section 5.01. Disputes and conflicts under this Agreement. This process shall apply to conflicts and disputes relating to matters subject to this Agreement, or conflicts arising from the performance of this Agreement. Except as otherwise provided in this Article 5, only representatives of the agencies with conflicts or disputes shall engage in conflict resolution.

Section 5.02. Initial resolution. The affected parties to this Agreement shall, at a minimum, ensure the attempted early resolution of conflicts relating to such matters. Early resolution shall be handled by direct discussion between the following officials:

for the Florida Department of Transportation: by the District Director for Planning and Programs  
for METROPLAN ORLANDO the Metropolitan Planning Organization: by the Executive Director  
for the East Central Florida Regional Planning Council: by the Executive Director  
for the Central Florida Regional Transportation Authority: by the Executive Director  
for the Greater Orlando Aviation Authority: by the Executive Director  
for the Sanford Airport Authority: by the President/Chief Executive Officer  
for the Orlando-Orange County Expressway Authority: by the Executive Director  
for the Seminole County Expressway Authority; by the Executive Director

Section 5.03. Resolution by senior agency official. If the conflict remains unresolved, the conflict shall be resolved by the following officials:

for the Florida Department of Transportation: by the District Secretary  
for METROPLAN ORLANDO, the Metropolitan Planning Organization: the Chairman of the Board



for the East Central Florida Regional Planning Council: by the Chairman of the Board  
for the Central Florida Regional Transportation Authority: by the Chairman of the Board  
for the Greater Orlando Aviation Authority: by the Chairman of the Board  
for the Sanford Airport Authority: by the Chairman of the Board  
for the Orlando-Orange County Expressway Authority: by the Chairman of the Board  
for the Seminole County Expressway Authority; by the Chairman of the Board

ection 5.04. Alternative Regional Planning Council dispute resolution. If a resolution is not possible, the parties may undertake dispute resolution pursuant to the Regional Planning Council procedure set forth in Chapter 29F-3 , FAC. All parties to the dispute must agree to undertake this procedure before it may be invoked.

Section 5.05. Resolution by the Office of the Governor. If the conflict is not resolved through conflict resolution pursuant to Sections 5.02, 5.03, and 5.04 of this Agreement, the parties shall petition the Executive Office of the Governor for resolution of the conflict pursuant to its procedures. Resolution of the conflict by the Executive Office of the Governor shall be binding on all parties.

## ARTICLE 6 MISCELLANEOUS PROVISION

Section 6.01. Constitutional or statutory duties and responsibilities of parties. This Agreement shall not be construed to authorize the delegation of the constitutional or statutory duties of any of the parties. In addition, this Agreement does not relieve any of the parties of an obligation or responsibility imposed upon them by law, except to the extent of actual and timely performance thereof by one or more of the parties to this Agreement or any legal or administrative entity created or authorized by this Agreement, in which case this performance may be offered in satisfaction of the obligation or responsibility.

Section 6.02. Amendment of Agreement. Amendments or modifications of this Agreement may only be made by written agreement signed by all parties here to with the same formalities as the original Agreement.

Section 6.03. Duration; withdrawal procedure.

(a) Duration. This Agreement shall have a term of (5) years and shall automatically renew at the end of said (5) years for another (5) term and every (5) years thereafter. At the end of the (5) year term and at least every (5) years thereafter, the parties hereto shall examine the terms hereof and agree to amend the provisions or reaffirm the same. However, the failure to amend or to reaffirm the terms of this Agreement shall not invalidate or otherwise terminate this Agreement.

(b) Withdrawal procedure. Any party may withdrawal from this Agreement after presenting in written form a notice of intent to withdrawal to the other parties to this Agreement and the MPO, at least (90) days prior to the intended date of withdrawal; provided, that financial commitments made prior to withdrawal are effective and binding for their full term and amount regardless of withdrawal.

Section 6.04. Notices. All notices, demands and correspondence required or provided for under this Agreement shall be in writing and delivered in person or dispatched by certified mail, postage prepaid, return receipt requested. Notice is required to be given and shall be addressed as follows:

Executive Director  
METROPLAN ORLANDO  
315 E. Robinson Street, Suite 355

Executive Director  
East Central Florida Regional Planning  
Council

Orlando, Fl. 32801-1949

309 Cranes Roost Blvd., Suite 2000  
Altamonte Springs, FL 32701-

Executive Director  
Greater Orlando Aviation Authority  
Orlando International Airport  
One Airport Blvd  
Orlando, Fl 32827-4399

President/CEO  
Sanford Airport Authority  
1200 Red Cleveland Blvd  
Sanford, Florida 32773-6844

Executive Director  
Central Florida Regional Transportation Authority  
455 North Garland Avenue  
Orlando, Fl 32801

Executive Director  
Orlando-Orange County Expressway Authority  
4974 ORL Tower Rd.  
Orlando, Fl 32807

Executive Director  
Seminole County Expressway Authority  
520 West Lake Mary Blvd. #200

Secretary, District Five  
Florida Department of Transportation  
719 S. Woodland Blvd

Sanford, FL 32773

Deland, FL 32720 A party may unilaterally change its address

or addressee by giving notice in writing to the other parties as provided in this section. Thereafter, notices, demands and other pertinent correspondence shall be addressed and transmitted to the new address.

#### Section 6.05. Interpretation.

(a) Drafters of Agreement. All parties hereto were each represented by, or afforded the opportunity for representation by legal counsel, and participated in the drafting of this Agreement and in the choice of wording. Consequently, no provision hereof should be more strongly construed against any party as drafter of this Agreement.

(b) Severability. Invalidation of any one of the provisions of this Agreement or any part, clause or word hereof, or the application thereof in specific circumstances, by judgment, court order, or administrative hearing or order shall no affect any other provisions or applications in other circumstances, all of which shall remain in full force and effect; provided, that such remainder would then continue to conform to the terms and requirements of applicable law.

(c) Rules of construction. In interpreting this Agreement, the following rules of construction shall apply unless the context indicates otherwise:

- (1) The singular of any word or term includes the plural;
- (2) The masculine gender includes the feminine gender; and
- (3) The word "shall" is mandatory, and "may" is permissive.

Section 6.06. Attorney's Fees. In the event of any judicial or administrative action to enforce or interpret this Agreement by any party hereto, each party shall bear its own attorney's fees in connection with such proceeding.

Section 6.07. Agreement execution; use of counterpart signature pages. This Agreement, and any amendments hereto, may be simultaneously executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument.

Section 6.08. Effective date. This Agreement shall become effective upon its execution by all parties hereto.

Section 6.09. Other authority. In the event that any election, referendum, approval, permit, notice, or other proceeding or authorization is required under applicable law to enable the parties to enter into this

Agreement or to undertake the provisions set forth hereunder, or to observe, assume or carry out any of the provisions of the Agreement, said parties will initiate and consummate, as provided by law, all actions necessary with respect to any such matters for required.

Section 6.10. Parties not obligated to third parties. No party hereto shall be obligated or liable hereunder to any party not a signatory to this Agreement. There are no express or intended third party beneficiaries to this Agreement.


Section 6.11. Rights and remedies not waived. In no event shall the making by the Department of any payment to the Metropolitan Planning Organization constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Metropolitan Planning Organization, and the making of any such payment by the Department while any such breach or default exists shall in no way impair or prejudice any right or remedy available to the Department in respect of such breach or default.

IN WITNESS WHEREOF, the undersigned parties have executed this Joint Participation Agreement on behalf of the referenced legal entities.


Signed, Sealed, and Delivered in the presence of:

METROPLAN ORLANDO

EAST CENTRAL FLORIDA REGIONAL  
PLANNING COUNCIL

BY:   
Chairman

BY: \_\_\_\_\_  
Chairman

ATTEST:   
DATE: 6/25/10

ATTEST: \_\_\_\_\_  
DATE: \_\_\_\_\_

THE CENTRAL FLORIDA REGIONAL  
TRANSPORTATION AUTHORITY

THE GREATER ORLANDO AVIATION  
AUTHORITY

BY: \_\_\_\_\_  
Chairman

BY: \_\_\_\_\_  
Chairman

ATTEST: \_\_\_\_\_  
DATE: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
DATE: \_\_\_\_\_

THE SANFORD AIRPORT AUTHORITY

THE ORLANDO-ORANGE COUNTY  
EXPRESSWAY AUTHORITY

BY: \_\_\_\_\_  
Chairman

BY: \_\_\_\_\_  
Chairman

ATTEST: \_\_\_\_\_  
DATE: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
DATE: \_\_\_\_\_

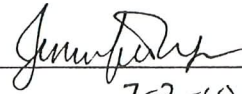
THE SEMINOLE COUNTY EXPRESSWAY  
AUTHORITY

FLORIDA DEPARTMENT OF TRANSPORTATION


BY: \_\_\_\_\_  
Chairman

BY:   
District Five Secretary

ATTEST: \_\_\_\_\_  
DATE: \_\_\_\_\_

ATTEST:   
DATE: 7-2-10

APPROVED AS TO FORM, LEGALITY,  
DEPARTMENT OF TRANSPORTATION

BY:   
ATTORNEY  
DATE: 6-29-10  
TITLE: \_\_\_\_\_

*[Every participant identified in this Agreement shall sign and date this Agreement with the appropriate witnesses]*

Consent Agenda Item #6.D. x

**To:** LYNX Board of Directors

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

**Phone:** 407.841.2279 ext: 6036

**Item Name:** Miscellaneous  
**Authorization to Issue a Purchase Order to First Class Coach Sales Under the Florida Department of Transportation's Vehicle Procurement Program (FVPP) State Contract #FVPP-08-SC-FCC for the Procurement of Thirty-one (31) Paratransit Replacement Vehicles**

**Date:** 9/23/2010

---

**ACTION REQUESTED:**

Staff is requesting the Board of Directors' authorization for the Interim Chief Executive Officer or designee to issue a Purchase Order in the amount of \$2,249,825 to First Class Coach Sales under the Florida Department of Transportation's (FDOT) Florida Vehicle Procurement Program's (FVPP) State Contract #FVPP-08-SC-FCC for thirty-one (31) paratransit replacement vehicles.

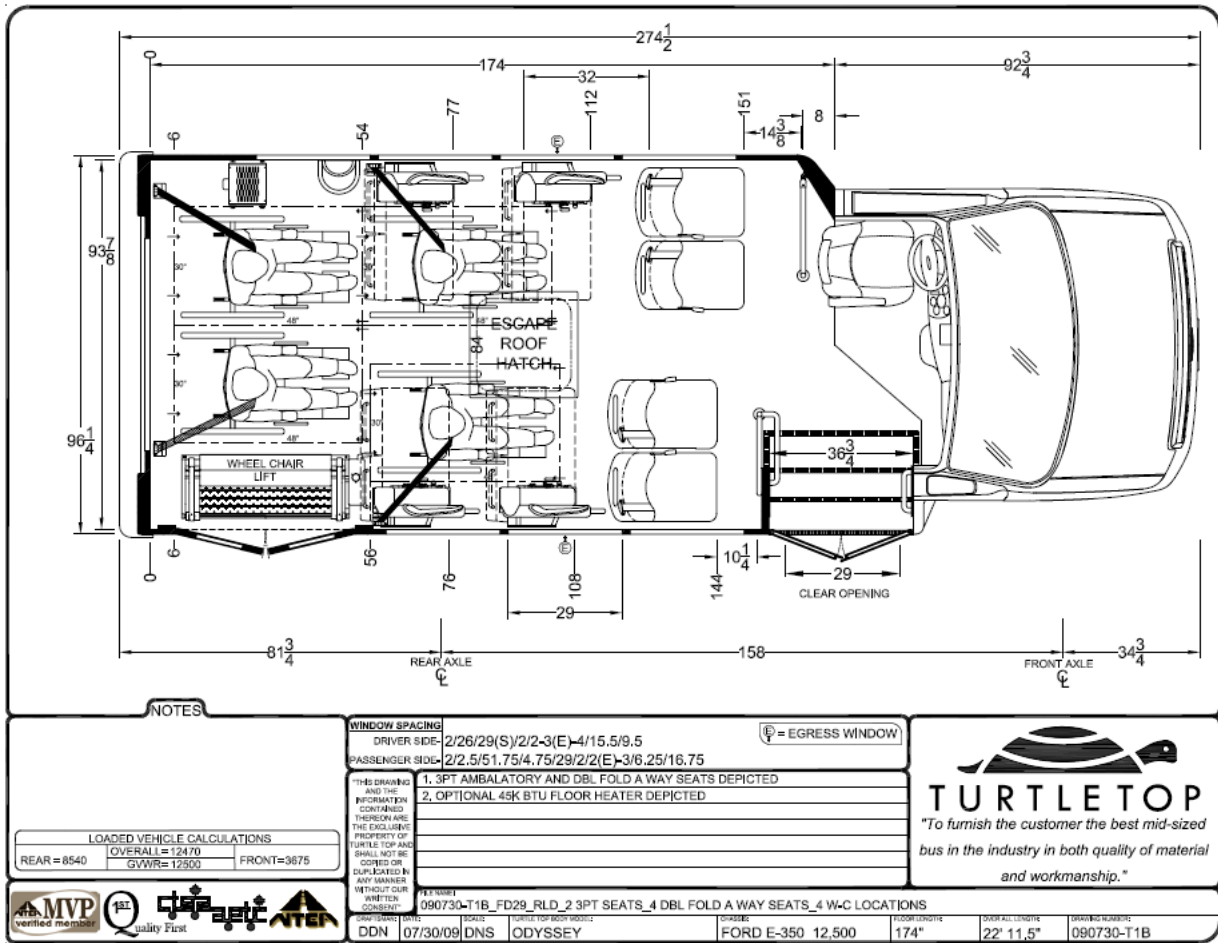
**BACKGROUND:**

LYNX' goal is to purchase all the paratransit vehicles operated in the future and provide them over the next five years to our contracted provider for utilization. This will allow LYNX to use ARRA funds to procure the vehicles, rather than using operating dollars paid to our contracted provider. Further, LYNX will save the financing costs that are passed through as an expense built into the provider's capital cost. LYNX has already purchased thirty-one (31) paratransit replacement vehicles that will be provided to MV with the approval of the lease agreement following the September Board meeting. These additional thirty-one (31) replacement vehicles represent about 40 % of the current fleet.

The Florida Vehicle Procurement Program (FVPP) is a state program that has been in existence since 1995, providing transit agencies with the means of procuring quality vehicles at the lowest possible price. The program is managed by the Florida Department of Transportation (FDOT) in Tallahassee and administered by the Center for Urban Transportation Research (CUTR), located in Tampa.

# LYNX Board Agenda

Through a competitive selection process, FVPP awarded a Florida Department of Transportation vehicle procurement contract (#FVPP-08-SC-FCC) for “Small Cutaway Type Vehicles” to First Class Coach Sales, a local Orlando dealer of Turtle Top manufactured vehicles. First Class Coach Sales and Turtle Top meet all pre- and post-award requirements of the Federal Transit Administration (FTA). Additionally, Turtle Top is a manufacturer on the FTA’s approved “Transit Vehicle Manufacturer” list (which ensures Disadvantaged Business Enterprise participation).



The proposed procurement will be for thirty-one (31) Turtle Top “Odyssey” models (pictured), to be built on Ford chassis with three varying seating capacities on each vehicle (using foldaway seating) of:

## LYNX Board Agenda

- 12 ambulatory and 2 wheelchair customers
- 8 ambulatory and 3 wheelchair customers
- 4 ambulatory and 4 wheelchair customers

This varying capacity ability will allow for maximizing vehicle usage in scheduling and will thereby allow vehicles to operate at a higher productivity level, which will ultimately allow for additional cost savings to LYNX.

The cost breakdown on a per-vehicle basis is as follows:

Ford E350, 22'10" length, 5.4L Gas	\$61,695
Freedman Standard Seats	\$ 1,420
Freedom Foldaway Seats	\$ 4,000
Q'Straint QRTMAX Securement Systems	\$ 2,160
Braun Side Wheelchair Lift	<u>\$ 3,300</u>
<b>Total</b>	<b>\$72,575</b>

### **DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:**

LYNX' DBE program requires that each transit vehicle manufacturer as a condition to bid for or propose on FTA-assisted vehicle procurements must provide certification of compliance with the requirements of the regulations by having an established annual overall percentage goal approved by FTA. LYNX does not establish a specific goal for this project.

### **FISCAL IMPACT:**

LYNX' FY2010 Capital Budget includes funds to procure fourteen (14) vehicles that will be funded 100% by the American Recovery and Reinvestment Act (ARRA) grant in the amount of \$1,0016,050. One (1) vehicle will be funded using other federal funds in the amount \$72,575, until the formal revision in the ARRA grant is made to support this purchase.

LYNX' FY2011 Capital Budget includes funds to procure sixteen (16) vehicles will be funded using other federal funds in the amount of \$1,161,200. The total procurement for all thirty-one (31) vehicles is \$2,249,825.

Consent Agenda Item #6.D. xi

**To:** LYNX Board of Directors

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

**Phone:** 407.841.2279 ext: 6058

**Item Name:** Miscellaneous  
Authorization to Enter into a Memorandum of Understanding/Agreement with the Florida Department of Transportation, City of Altamonte Springs and the City of Casselberry for Flex Bus Transit Services

**Date:** 9/23/2010

---

**ACTION REQUESTED:**

Staff is requesting the Board of Directors' authorization for the Interim Chief Executive Officer (CEO) or designee to negotiate and enter into a Memorandum of Understanding/Agreement (MOU) with the Florida Department of Transportation (FDOT), City of Altamonte Springs, City of Casselberry and LYNX for FlexBus Transit Services.

**BACKGROUND:**

LYNX, the City of Altamonte Springs, the City of Casselberry and FDOT are working together to recognize efficiencies, cost savings, and increased mobility options to Central Florida through a partnered coordinated effort to implement the FlexBus Transit Services project. This effort will update the final design documents for FlexBus Transit Services and lead to the deployment of revenue service.

The previous agreements for the FlexBus efforts have expired with the completion of the design effort. A Memorandum of Understanding/Agreement (MOU) would continue this effort with LYNX, the City of Altamonte Springs, the City of Casselberry and FDOT on FlexBus Transit Service. This document identifies the project management team members and the partner's consent to advance the project through an update of the design documents required due to the passage of time and the addition of the City of Casselberry.

A draft of the MOU is being reviewed by all parties. A copy of the initial draft is attached.



## **FISCAL IMPACT:**

The Memorandum of Understanding/Agreement (MOU) is an agreement of consent to advance the project and to cooperatively work to identify and secure funding. It does not result in a fiscal impact to LYNX. Any fiscal impact will be separately addressed through a Joint Participation Agreement for the funding of the updated design by the partners.

**Memorandum of Understanding**  
**Final Design and Implementation of the North Orange/South Seminole Intelligent Transportation Systems (ITS) Enhanced Circulator, also known as “FlexBus”**

This **Memorandum of Understanding** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2010 by and between the **Central Florida Regional Transportation Authority** (hereinafter “LYNX”), the **City of Altamonte Springs** (hereinafter “Altamonte Springs”), the **City of Casselberry** (hereinafter “Casselberry”), and the **Florida Department of Transportation, District 5** (hereinafter “FDOT D5”).

**WHEREAS**, LYNX, partnered with the Altamonte Springs and Maitland, METROPLAN ORLANDO, the Department, FTA, and Orange and Seminole Counties to conduct the *North Orange/South Seminole Intelligent Transportation Systems (ITS) Enhanced Circulator Study* concluded in March 2002; and

**WHEREAS**, LYNX partnered with the cities of Altamonte Springs and Maitland to conduct the Preliminary Design and Engineering and identifying Right-of-Way Acquisition (hereinafter “PD&E) concluded in August 2004; and

**WHEREAS**, the City of Maitland requested its removal from the service area, with the final design service area consisting of the City of Altamonte Springs; and

**WHEREAS**, the *Final Design and Engineering for Implementation of the FlexBus Transit System* was completed in April 2007 by TranSystems working with LYNX, Altamonte Springs, and FDOT D5; and

**WHEREAS**, Casselberry has expressed an interest in joining LYNX and Altamonte Springs in the initial FlexBus deployment.

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

1. The final design of FlexBus requires review and update due to the passage of time since its completion.
2. LYNX, Altamonte Springs, Casselberry, and FDOT D5 will each assign a project manager as a point of contact for the update of the Final Design Documents. 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.
3. LYNX, Altamonte Springs, Casselberry, and FDOT D5 will work collaboratively to update the Final Design documents, completed by TranSystems in April 2007, to prepare for the deployment of FlexBus service.
  - a. The scope of services for the update of the final design documents will be developed by the parties to this Memorandum prior to release.
  - b. A contractor will be chosen using an existing contract with one of the parties, or if the scope does not fit within an existing contract, a scope of services will be released to competitively procure contractor services.

- c. All parties to this Memorandum will approve the choice of contractor for the update of the final design documents prior to issuance of a work order. If a competitive process is used for selection of a contractor, each party to this Memorandum will be involved in the evaluation of the responses.
  - d. Final design documents will be updated to incorporate Casselberry into the initial deployment area. This will involve the determination of station locations, recommended roadway improvements, and ridership estimates which will then be utilized to update the documents.
4. LYNX, Altamonte Springs, Casselberry, and FDOT D5 will work cooperatively to:
    - a. Obligate existing funding sources and identify any required local match for use of such funds.
    - b. Identify and secure funding sources for the update of design documents, procurement of capital items, construction, implementation, and operating costs of the FlexBus system.
  5. The parties are working cooperatively to deploy FlexBus on-demand demand-responsive transit service, as defined in the final design documents including updates following this Memorandum, with an anticipated start of operations prior to the start of operations of SunRail.
  6. 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 Altamonte Springs, Casselberry, or FDOT D5 in any way without prior written approval, including but not limited to the type, amount, or proportionate share contributions to the studies or project.
  7. 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:

**The City of Altamonte Springs (“Altamonte Springs”)**

By \_\_\_\_\_

Date \_\_\_\_\_

Printed Name:

Title:

**The City of Casselberry (“Casselberry”)**

By \_\_\_\_\_

Date \_\_\_\_\_

Printed Name:

Title:

**The Florida Department of Transportation, District 5 (“FDOT D5”)**

By \_\_\_\_\_

Date \_\_\_\_\_

Printed Name:

Title:

DRAFT

## Attachment A

### Project Mangers

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”)**

Doug Jamison  
Senior ITS Developer  
455 North Garland Avenue  
Orlando, Florida 32801  
(407) 254-6071  
djamison@golynx.com

#### **City of Altamonte Springs (“Altamonte Springs”)**

Jaime Coker  
Senior Planner  
225 Newburyport Avenue  
Altamonte Springs, Florida 32701  
(407) 571-8146  
jcoker@altamonte.org

#### **City of Casselberry (“Casselberry”)**

Kelly Brock  
City Engineer  
95 Triplet Lake Drive  
Casselberry, Florida 32707  
(407) 262-7725, Extension 1235  
kbrock@casselberry.org

#### **Florida Department of Transportation, District 5 (“FDOT D5”)**

Brenda Young  
Modal Planning Manager  
133 South Semoran Boulevard  
Orlando, Florida 32807  
(407) 482-7852  
brenda.young@dot.state.fl.us

Consent Agenda Item #6.D. xii

**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 a Grant Application to the Federal Transit Administration (FTA) for the LYNX-Orlando Trail Project and Amend the Inter-local Agreement with the City of Orlando**

**Date:** 9/23/2010

---

**ACTION REQUESTED:**

Staff is requesting the Board of Directors' authorization for the Interim Chief Executive Officer (CEO) or designee to execute an addendum to the Interlocal Agreement with the City of Orlando to include the LYNX-Orlando Trail Project and to submit an application to the Federal Transit Administration (FTA) to obligate grant funds awarded for this project.

**BACKGROUND:**

In February 2010, LYNX, along with the City of Orlando, submitted a funding proposal for the Section 5309 Bus and Bus Facilities Livability Initiative Program Grant for the LYNX-Orlando Urban Trail Project (aka Gertrude's Walk). The FTA Livability Bus Program is a competitive grant program funded from unallocated Discretionary Bus and Bus Facilities Program funds authorized by SAFETEA-LU. The Livability Bus Program made funds available to finance capital projects in support of livable communities and sustainable development. Through various initiatives and legislative changes over past years FTA has allowed and encouraged projects that help integrate transit into a community through neighborhood improvements and enhancements to transit facilities or services. Funding provided through this grant program is intended to support projects that fulfill the livability principles that serve as the foundation for the U.S. Department of Transportation, U.S. Department of Housing and Urban Development and U.S. Environmental Protection Agency Partnership for Sustainable Communities.

The LYNX-Orlando Trail Project will improve the existing corridor between Church Street and Washington Street in the downtown urban core. Additional improvements are proposed for the pedestrian crossings at Livingston Street and Amelia Street at LYNX Central Station. A second phase will be for engineering, design and right of way delineation for the undeveloped segment of the trail from Washington to Amelia. The intent of the project is to improve pedestrian accessibility in the urban core along the City's proposed urban trail which will ultimately

connect to the Shingle Creek Trail south of the City near Universal Studios to the Dinky Line Trail to the north near Nebraska Avenue. The corridor is a key pedestrian way for LYNX riders as well as future passengers on SunRail and will ultimately connect both downtown SunRail stops as well as the various land uses in between. Improved accessibility and ADA crossings at Livingston and Amelia, two key crossing points at LYNX Central Station will also provide great benefit to LYNX and SunRail customers as well as downtown residents, workers and visitors.

Total project cost was estimated at \$1,641,415 (construction, engineering, amenities, safety and security improvements and project administration). The City of Orlando proposed a 20% match of \$303,283. In July of this year FTA announced the proposed grant recipients, the LYNX-Orlando Urban Trail being one of only two awarded in Florida. LYNX and City of Orlando are drafting an amendment to the existing interlocal agreement used to facilitate the downtown Circulator Expansion Alternatives Analysis to facilitate implementation of LYNX-Orlando Trail Project

### **FISCAL IMPACT:**

The total project cost will be \$1,641,415. Of this amount, 80% will be covered with a Federal Transit Administration Livable Communities Grant matched by 20% of city of Orlando matching funds. These funds will be included in the FY2010/2011 and FY2011/FY2012 capital budgets.

Consent Agenda Item #6.D. xiii

<b>To:</b>	<b>LYNX Board of Directors</b>
<b>From:</b>	<b>Edward Johnson</b> CHIEF ADMINISTRATIVE OFFICER <b>Rudolph Walter</b> (Technical Contact)
<b>Phone:</b>	<b>407.841.2279 ext: 6058</b>
<b>Item Name:</b>	<b>Miscellaneous</b> <b>Authorization to Execute an Annual Participatory Funding Agreement with METROPLAN ORLANDO for FY 2010/2011</b>
<b>Date:</b>	<b>9/23/2010</b>

---

**ACTION REQUESTED**

Staff is requesting the Board of Directors' authorization for the Interim Chief Executive Officer (CEO) to enter 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 responsible for preparing and maintaining 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 FY 1996/1997 will remain the same. However, due to the current budgetary issues faced by METROPLAN ORLANDO's funding partners they have reduced the population-based assessment of \$30,304.50 for LYNX, down to \$18,741 for FY 2010/2011. The funding amount represents four years of budget reductions including a 7% reduction from FY 2010.

**FISCAL IMPACT:**

LYNX staff has included funds in the proposed FY2011 Operating Budget to support this partnership.





July 22, 2010

Ms. Linda Watson, Executive Director  
Central Florida Regional Transportation Authority  
455 N. Garland Avenue  
Orlando, FL 32801

**Re: Annual Funding Agreement for FY2010/2011**

Dear Ms. Watson:

It is once again time to execute the Annual Funding Agreement between the Central Florida Regional Transportation Authority and METROPLAN ORLANDO for FY 2010/2011. 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 current budgetary issues faced by our funding partners, METROPLAN ORLANDO has reduced the population-based assessment of \$30,304.50, down to \$18,741.00 for FY 2010/2011. The funding amount of \$18,741.00 represents four years of budget reductions including a 7% reduction from FY2010.

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

JUL 27 2010



- 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, 2010, 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 2010-11 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 2010-11 budget, to be utilized by METROPLAN ORLANDO during its fiscal year ending June 30, 2011, 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, 2010. The second payment of NINE THOUSAND THREE HUNDRED SEVENTY AND 50/100 DOLLARS (\$9,370.50) shall occur on or before April 1, 2011. 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.

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, 2011.

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:** Executive Director  
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: 7-22-10

ATTEST:

Denal L. Larkin

(CORPORATE SEAL)

Central Florida Regional  
Transportation Authority

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

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

Title: \_\_\_\_\_

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

ATTEST:

\_\_\_\_\_

Consent Agenda Item #6.D. xiv

**To:** LYNX Board of Directors

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

**Phone:** 407.841.2279 ext: 6036

**Item Name:** Miscellaneous  
**Authorization to Issue a Purchase Order to First Class Coach Sales Under the Florida Department of Transportation's Vehicle Procurement Program (FVPP) State Contract #FVPP-08-SC-FCC for the Procurement of Six (6) Circulator Vehicles Funded by the American Recovery and Reinvestment Act (ARRA)**

**Date:** 9/23/2010

---

**ACTION REQUESTED:**

Staff is requesting the Board of Directors' authorization for the Interim Chief Executive Officer designee to issue a Purchase Order in the amount of \$507,450 to First Class Coach Sales under the Florida Department of Transportation's (FDOT) Florida Vehicle Procurement Program's (FVPP) State Contract #FVPP-08-SC-FCC for six (6) circulator vehicles. This purchase will be made using American Recovery and Reinvestment Act (ARRA) funds.

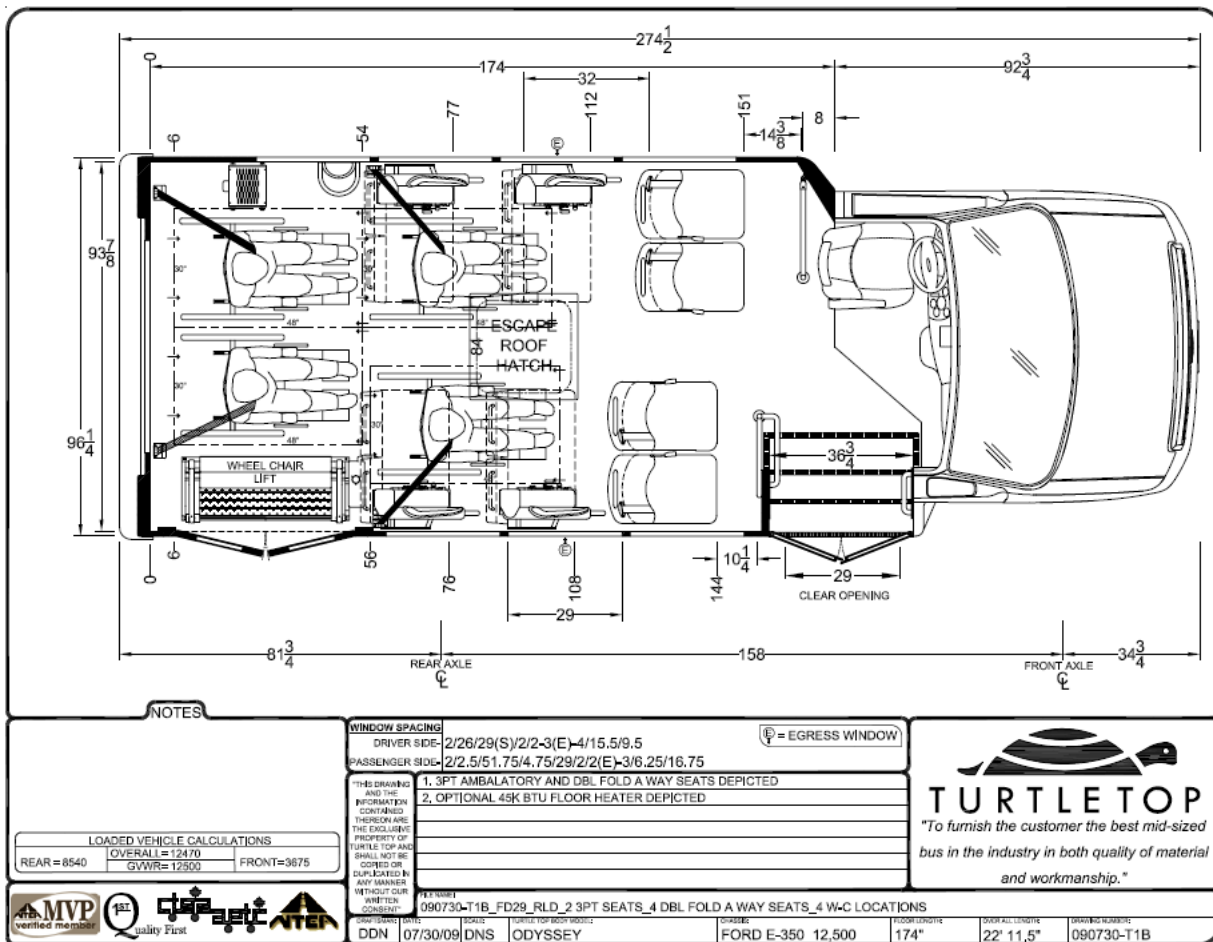
**BACKGROUND:**

The flex service contract with MV Transportation (MV) is based on circulator vehicles being procured and supplied by LYNX.

The current level of flex service requires nine (9) vehicles and two (2) spares with plans to add an additional route in December 2010 requiring one additional vehicle. The six (6) vehicles being replaced through this procurement were borrowed from the paratransit fleet and will be returned to MV for paratransit services, thus reducing the fixed monthly cost we pay MV for paratransit services. The six (6) additional vehicles required to complete the fleet will be procured in FY2011 using available Federal funds.

The Florida Vehicle Procurement Program (FVPP) is a state program that has been in existence since 1995, providing transit agencies with the means of procuring quality vehicles at the lowest possible price. The program is managed by the Florida Department of Transportation (FDOT) in Tallahassee and administered by the Center for Urban Transportation Research (CUTR), located in Tampa.

Through a competitive selection process, FVPP awarded a Florida Department of Transportation vehicle procurement contract (#FVPP-08-SC-FCC) for “Small Cutaway Type Vehicles” to First Class Coach Sales, a local Orlando dealer of Turtle Top manufactured vehicles. First Class Coach Sales and Turtle Top meet all pre- and post-award requirements of the Federal Transit Administration (FTA). Additionally, Turtle Top is a manufacturer on the FTA’s approved “Transit Vehicle Manufacturer” list (which ensures Disadvantaged Business Enterprise participation).



The proposed procurement will be for 6 Turtle Top “Odyssey” models (pictured), to be built on Ford chassis with three varying seating capacities on each vehicle (using foldaway seating) of:



## LYNX Board Agenda

- 12 ambulatory and 2 wheelchair customers
- 8 ambulatory and 3 wheelchair customers
- 4 ambulatory and 4 wheelchair customers

The cost breakdown on a per-vehicle basis is as follows:

Ford E450, 22'10" length, 5.4L Gas	\$61,695
Freedman Standard Seats	\$ 1,420
Freedom Foldaway Seats	\$ 4,000
Q'Straint QRTMAX Securement Systems	\$ 2,160
Braun Side Wheelchair Lift	\$ 3,300
<b>Total</b>	<b>\$72,575</b>

These vehicles require MDT's (~\$4,000 each) and fareboxes (~\$8,000 each) and will be procured with the vehicles.

### **DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:**

LYNX' DBE program requires that each transit vehicle manufacturer, as a condition to bid for or propose on FTA-assisted vehicle procurements, provide certification of compliance with the requirements of the regulations by having an established annual overall percentage goal approved by FTA. LYNX does not establish a specific DBE goal for this project.

### **FISCAL IMPACT:**

The procurement of the six (6) circulator vehicles will be funded (100%) by the American Reinvestment and Recovery Act (ARRA) grant in the amount of \$451,608. The remaining \$55,842 ARRA funds will be secured through a grant revision. The total purchase cost of the six (6) vehicles is \$507,450.

Consent Agenda Item #6.D. xv

<b>To:</b>	<b>LYNX Board of Directors</b>
<b>From:</b>	<b>Edward Johnson</b> CHIEF ADMINISTRATIVE OFFICER <b>Rudolph Walter</b> (Technical Contact)
<b>Phone:</b>	<b>407.841.2279 ext: 6058</b>
<b>Item Name:</b>	<b>Miscellaneous</b> <b>Authorization to Execute a Contract with METROPLAN ORLANDO for</b> <b>Fiscal Year 2010/2011 Transit Planning Activities</b>
<b>Date:</b>	<b>9/23/2010</b>

---

**ACTION REQUESTED:**

Staff is requesting the Board of Directors' authorization for the Interim Chief Executive Officer (CEO) to enter into a contract with METROPLAN ORLANDO for planning funds in the amount of \$419,395.68 to conduct transit planning tasks as contained in the FY 2010/2011 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 2010/2011 fiscal year UPWP. The UPWP has been adopted by the METROPLAN ORLANDO Board and is the regional document defining various transportation planning activities programmed annually by federal, state and local governments.

The 2010/2011 fiscal year LYNX planning activities included in METROPLAN ORLANDO's Metropolitan Planning Program and State grants are as follows:

## LYNX Board Agenda

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

### **FISCAL IMPACT:**

The planning funds in the total amount of \$419,395.68 include \$223,909.68 of carry-forward funds, \$128,539 provided for reimbursement of FTA 5303 funds and \$66,947.00 of Transportation Disadvantaged funds. As additional planning projects are brought forward, the FY2011 operating budget will be amended accordingly.

Attached below is a copy of the agreement with METROPLAN ORLANDO for FY 2010/2011 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.

CFRTA  
FTA & TDC Funded Tasks (FY 2010/2011)

ELEMENT	EST. WORK/CASH REIMB.
1.0 ADMINISTRATION	
1.1 Program Management	
1.1.1 Program Management and Technical Assistance (FHWA PL Funds)	
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 Transp. Planning & Coord.	
1.3.5 Local Match	
2.0 PUBLIC INVOLVEMENT	
2.1 Annual Report	
2.2 Community Outreach	
2.2.2 Air Quality Public Awareness	
2.2.3 Efficient Transp. Decision-Making (EDTM)	
2.3 Miscellaneous Publications	
2.4 Board/Staff Development & Workshop	
2.5 Board & 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 X020) .....	\$ 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	
4.1.2 Goods Movement Planning	

4.1.3	Impacts of Smart Growth Principles on Travel Behavior (\$15,000 X020, \$30,405.80 X019 Carryforward) . . . . .	\$ 45,405.80
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	Coordinated Transp. Improvement & Planned Growth	
4.2	Management & Operations Planning	
4.2.1	Intelligent Transp. Systems (ITS) Planning	
4.2.2	Transportation Demand Management	
4.2.3	Congestion Mgmt Plng. (\$20,000 X020, \$21,942.52 X018 Carryforward + \$42,700.00 X019 Carryforward) . . . . .	\$ 84,642.52
4.2.4	Local Vehicle Crash Database	
4.3	Intermodal Planning	
4.4	Transit System Planning	
4.4.1	Short-Range TDP Update (\$5,000 X020) . . . . .	\$ 5,000.00
4.4.2	Section 5307/5309 Planning Studies	
4.4.3	Safety in Transp. Planning Process (\$12,771.64 X019 Carryforward, + \$6,539.00 X020) . . . . .	\$ 19,310.64
4.4.4	Sec. 5 Transit Quality Level of Service Assessment (\$4,944.95 X019 Carryforward + \$7,000 X020) . . . . .	\$ 11,944.95
4.4.5	Security in Transp. Planning Process (\$5,144.77 X019 Carryforward + \$5,000 X020) . . . . .	\$ 10,144.77
4.5	Para-Transit Planning	\
4.5.1	Rule 41 Transportation Disadvantaged Staff Services . . . . .	\$ 66,947.00
4.5.2	Specialized Transit Services Planning (\$30,000 X020) . . . . .	\$ 30,000.00
4.6	Air Quality Planning	
4.6.1	Mitigation of AQ Non-Attainment Through TCMs (\$20,000.00 X019 Carryforward + \$20,000.00 X020) . . . . .	\$ 40,000.00
4.6.2	Conformity Determination	
4.6.3	Ozone Emissions Inventory Update	
4.6.4	State Implementation Plan	
4.6.5	Climate Change	
4.7	Bicycle/Pedestrian Planning	
4.7.1	Bicycle & Pedestrian Safety	
4.7.2	Bicycle & Pedestrian Facilities	
4.7.3	Administration of the BPAC	
4.7.4	Bicycle & Pedestrian Publications	
4.7.5	Bicycle & Pedestrian Elements of the LRTP	
4.7.6	School Transportation Study	
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 (\$86,000.00 X019 Carryforward) . . . . .	\$ 86,000.00
TOTALS: (\$128,539.00 X020 + \$21,942.52 X018 Carryforward + \$201,967.16 X019 Carryforward + \$66,947 FY 10/11 TD. . . . .		\$ 419,395.68

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 2010/2011 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 Nineteen Thousand Three Hundred Ninety-Five Dollars and 68 Cents (\$419,395.68)**. Of this amount, One Hundred Twenty-Eight Thousand Five Hundred Thirty-Nine Dollars (\$128,539.00) shall be provided from the FTA FL-80-X20 grant for FY 2010/2011.
2. Two Hundred and One Thousand Nine Hundred Sixty-Seven Dollars and Sixteen Cents (\$201,967.16) shall be provided as carryforward funds from the FTA FL-80-X19 grant for FY 2009/2010.
3. Twenty-One Thousand Nine Hundred Forty-Three Dollars (\$21,942.52) shall be provided as carryforward funds from the FTA FL-80-X18 grant for FY 2008/2009.
4. Sixty-Six Thousand Nine Hundred Forty-Seven Dollars (\$66,947.00) shall be provided from the Florida Commission for the Transportation Disadvantaged FY 2010/2011 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 18.26 and in the Office of Management and Budget (OMB) Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations), as well as Section 215.97, Florida Statutes (Florida Single Audit Act). CONTRACTOR shall provide a copy of any audit report and any management letters to METROPLAN ORLANDO, and shall provide copies of audit reports for audits conducted in accordance with OMB Circular A-133 to:

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

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

B. Supplemental Agreements

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

C. Restrictions, Prohibitions, Controls, and Labor Provisions

(1) Compliance with Regulations. The CONTRACTOR shall comply with the regulations of Federal DOT relative to non-discrimination in Federally-assisted programs of the Federal DOT (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the Regulations), which are incorporated herein by reference and made a part of this contract.

- (2) Equal Employment Opportunity. There shall be no discrimination against any employee who is employed in the work covered by this Contract, or against any applicant for such employment, because of race, color, religion, sex, age or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, advertising, layoff or termination, rates of pay or other forms of compensation or selection for training, including apprenticeship. The CONTRACTOR shall insert a similar provision in all subcontracts for services covered by this Contract.
- (3) Non-Discrimination. The CONTRACTOR, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, color, religion, sex, 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, Part 26**, shall have an opportunity to participate in the performance of METROPLAN ORLANDO contracts in a non-discriminatory environment. The objectives of the Disadvantaged Business Enterprise program are to ensure non-discrimination in the award and administration of contracts, ensure firms fully meet eligibility standards, help remove barriers to participation, create a level playing field, assist in development of a firm so



it can compete successfully outside of the program, provide flexibility, and ensure narrow tailoring of the program.

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

(6) Sanctions for Noncompliance.

In the event of the CONTRACTOR'S noncompliance with the nondiscrimination provisions of this contract, sanctions may be imposed as determined by the Secretary of Transportation, United States Department of Transportation or designate. Such sanctions may include withholding of funds, cancellation or termination or suspension of the contract in whole or in part.

(7) Information and Reports.

The CONTRACTOR will provide all information and reports required by the Federal Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of

information, and its facilities as may be determined by METROPLAN ORLANDO to be pertinent to ascertain compliance with such Federal Regulations, orders and instructions.

(8) Exhibit B.

A “Third Party Subcontractor” letter shall be completed as appropriate and forwarded to all subcontractors providing goods or services funded by Transportation Disadvantaged Trust Fund monies. Distribution of the letters should coincide with the execution date of the grant or contract. A copy of each letter shall be provided to METROPLAN ORLANDO and to the Commission for the Transportation Disadvantaged.

(9) Incorporation of Provisions.

The CONTRACTOR will include the provisions of paragraphs (1) through (7) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Federal Regulations, order, or instructions issued pursuant thereto. The CONTRACTOR will take such action with respect to any subcontract or procurement as METROPLAN ORLANDO may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that in the event the CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

D. Interest of Members of Congress.

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

E. Interest of CONTRACTOR.

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

F. Prohibited Interests.

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

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

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

G. Assignability.

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

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, 2010, for the FTA funded work task items, and July 1, 2010, 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, 2011, unless a grant extension is approved by the FTA or FDOT. For the TD funds, this Agreement shall terminate at midnight, June 30, 2011. Either party may terminate this Agreement by providing thirty (30) days written notice to the other party.

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

Witness

METROPLAN ORLANDO

\_\_\_\_\_

\_\_\_\_\_

Harold W. Barley, Executive Director

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

Witness

CENTRAL FLORIDA REGIONAL  
TRANSPORTATION AUTHORITY

\_\_\_\_\_

\_\_\_\_\_

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



**EXHIBIT A**

**PROJECT SCOPE AND BUDGET:**

**CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY PARTICIPATION  
FY 2010/2011 ORLANDO URBAN AREA UNIFIED PLANNING WORK PROGRAM**

**FTA and TDC-FUNDED TASKS**

EXHIBIT B  
FORM LETTER

July 1, 2010

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 Ombudsman Program Helpline at 1-800-983-2435 (TTY 1-800-648-6084) or the State of Florida Attorney General's Office at 1-800-892-0375.

Sincerely,

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

Cc: Bobby Jernigan, Executive Director  
Commission for the Transportation Disadvantaged

## EXHIBIT 1

**STATE AGENCY:** Florida Commission for the Transportation Disadvantaged

**CSFA #:** 55.002

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

**AMOUNT:** \$66,947.00

### **COMPLIANCE REQUIREMENTS:**

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

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

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

**Cash Management:** N/A

### **Eligibility:**

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

### **Beneficiary eligibility:**

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

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

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

## EXHIBIT D

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

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

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

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

### **COMPLIANCE REQUIREMENTS:**

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

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

**Allowable Cost:** \$21,942.52 from FTA FL-80-X18, \$201,967.16 from FTA FL-80-X19 and \$128,539.00 from FTA FL-80-X020 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.

**Action Agenda Item #7.A**

**To:** LYNX Board of Directors

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

**Phone:** 407.841.2279 ext: 6036

**Item Name:** Authorization to Execute a Vehicle Lease Agreement with MV Transportation, Inc., for Paratransit Services

**Date:** 9/23/2010

---

**ACTION REQUESTED:**

Staff is requesting the Board of Directors' authorization for the Interim Chief Executive Officer or designee to execute a vehicle lease agreement with MV Transportation, Inc., for paratransit vehicles.

**BACKGROUND:**

Thirty-one (31) vehicles have been purchased using ARRA funding and will be provided to MV Transportation, Inc., to be used for paratransit service.

Additionally, one vehicle was provided to MV when service was provided to the Harbor House. When that service ended, LYNX allowed MV to continue to use the vehicle to compensate for increased ridership. Per the contract with MV, the number of vehicles needed for service is estimated based on ridership. As ridership grows and additional vehicles are needed and added, appropriate additional costs are negotiated. In this case, it allowed LYNX to address ridership demands without increased costs.

LYNX' goal is to replace all the paratransit vehicles operated by our contracted provider over a five year period. By providing thirty-one (31) vehicles a year, we will replace 20% of the required fleet each year. These vehicles will have a life span of five (5) years or 250,000 miles.

Planned for FY2011 is an additional thirty-one (31) vehicles, fifteen (15) of which will be funded with ARRA funds and the remaining sixteen (16) vehicles with Federal funds. The current contract with MV ends September 30, 2011, and with the replacement of sixty-two (62) vehicles over two years (FY2010 and FY2011), 40% of the current required paratransit fleet would be provided by LYNX.

A lease agreement allows LYNX to provide vehicles to our contractor for a nominal fee who in turn will be responsible for their maintenance and insurance. A total of thirty-two (32) vehicles will be provided for MV's use effective October 1, 2010. A copy of the lease agreement is attached.

**FISCAL IMPACT:**

The lease is a binding contract between LYNX and MV providing MV with an insurable interest in the vehicles. As indicated in the contract modification board item, the planned cost reductions are as follows with details in Exhibit B of the attached lease:

<b>FY2011 Replacement Vehicles</b>	<b>Annual Cost Reductions</b>
31 replacement	\$279,544
15 replacement	69,582
16 replacement	36,935
<b>62 total replacement</b>	<b>\$386,061</b>



**VEHICLE LEASE AGREEMENT**

(For providing of vehicles by LYNX to Contractor for use in providing of paratransit services by Contractor)

**THIS VEHICLE LEASE AGREEMENT ("Agreement")** is made effective as of September \_\_, 2010 (the "Effective Date") by and between

**CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY** (hereafter "LYNX"), a body politic and corporate created under Part II, Chapter 341 Florida Statutes, whose principal offices are located at 455 North Garland Avenue, Orlando, Florida 32801

and

**MV TRANSPORTATION, INC.**, (hereafter "Contractor"), located at 4620 West America Drive, Fairfield, California 94534.

**WITNESSETH:**

**WHEREAS**, in 2006, LYNX issued Request for Proposal #06-034 (the "RFP") requesting a third party to provide for and in behalf of LYNX paratransit services (the "Services" or "Paratransit Services"). The Contractor was the successful bidder for this RFP; and

**WHEREAS**, on or about October 1, 2006, LYNX and the Contractor entered into that certain Contract #06-034 (the "Contract") pursuant to which the Contractor was to provide for in behalf of LYNX the Paratransit Services; and

**WHEREAS**, the RFP provided in Section 2.25 that the Contractor would provide all the vehicles necessary for the Services; but that during the term of the Contract, LYNX could elect to provide some or all of the vehicles needed, and, in such case, the terms thereof. For the ridership provided for in the Contract, the Contractor if it provided the vehicles, would include in its charges to LYNX a component relating to the Contractor providing its own vehicles. However, in the event that there was expanded growth or increased ridership (over what the Contractor provided for in its proposal and in the Contract), that was not contemplated by the Contract and if the Contractor was to provide Paratransit Services for any expanded growth or



increased ridership, that would be an addition to the Contract, and the Contractor would not be obligated to provide any vehicles should Service be provided for said increased ridership; and

**WHEREAS**, the Contractor until the Effective Date hereof has except for the one vehicle (the “**Expanded Growth Vehicle**”) hereinafter set forth, been providing all the vehicles necessary for the Contractor to provide the Services and, in connection therewith, has included the cost thereof in its charges to LYNX; and

**WHEREAS**, LYNX has previously provided to the Contractor one vehicle (referred to as the Expanded Growth Vehicle and described in **Exhibit “A”** attached hereto) to provide for Paratransit Services that LYNX requested the Contractor to provide as a result of expanded growth or increased ridership. In regard to these increased Services, the Contractor charged to LYNX an amount in addition to the amount set forth under the initial Contract, but said amount did not include any charge for any vehicle use since LYNX provided that Vehicle to the Contractor; and

**WHEREAS**, LYNX has purchased thirty-one (31) vehicles (the “**Replacement Vehicles**”) with the intention of providing those Vehicles to the Contractor as allowed for in the RFP for the Contractor to use those Vehicles in providing the Services, and which Services were provided for in the initial Contract and related to vehicles that the Contractor was providing itself and for which the Contractor charged LYNX. The Replacement Vehicles would therefore replace other vehicles that the Contractor is currently using to provide the Services (the “**MV Vehicles**”). The Replacement Vehicles (along with the Expanded Growth Vehicle) are listed and described in **Exhibit “A”** attached hereto, and at times are hereinafter collectively referred to simply as the “**Vehicles**”, and the MV Vehicles which are being so replaced are described in Part I of **Exhibit “B”** attached hereto; and

**WHEREAS**, the parties wish to enter into this Agreement to provide for the use of all the Vehicles by the Contractor, and except for the Expanded Growth Vehicle (for which there would be no reduction in charges from the Contractor to LYNX), the resulting reduction in charges that the Contractor makes to LYNX as a result of Contractor no longer being required at its own cost to acquire vehicles to provide the Services and LYNX providing the Additional Services to the Contractor.

**NOW, THEREFORE**, in consideration of the provisions herein set forth, the parties do hereby agree as follows:

1. **RECITALS**. The Recitals set forth above are hereby incorporated into this Agreement.
2. **DEFINITIONS**. Unless defined in this Agreement, capitalized terms contained herein shall have the meanings set forth in the Contract or the RFP, as the case may be.
3. **LEASE OF VEHICLES**. Pursuant to the terms and conditions of this Agreement, LYNX has and will provide to the Contractor delivery and use of the Vehicles for use by the Contractor in providing the Services. The Vehicles will be used to replace the MV Vehicles.

4. **TERM.** This Agreement is effective as of the Effective Date hereof, and subject to termination as hereinafter set forth, shall be for a period coinciding with the term of the Contract, including any options to extend as may be provided. The parties understand that the Contract currently expires on September 30, 2011. This Agreement may in any event be terminated by either party by giving sixty (60) days written notice of said termination.

5. **RENTAL.** For each Vehicle so provided by LYNX hereunder, the Contractor shall pay to LYNX the annual rental of One Dollar (\$1.00) each.

6. **REDUCTION IN PAYMENTS FROM LYNX TO CONTRACTOR UNDER CONTRACT FOR CURRENT VEHICLES.** In regard to the Vehicles:

(a) In regard to the Expanded Growth Vehicle, there will be no reduction in the charges from the Contractor to LYNX, as this Expanded Growth Vehicle relates to increased ridership and an expansion of the Contract, and the Contractor has never charged LYNX for any vehicle related to this increased ridership.

(b) The parties are aware and acknowledge that by virtue of LYNX making the Replacement Vehicles available to the Contractor, that this will relieve the Contractor from incurring its own expense to acquire or operate their vehicles, for which the Contractor has charged LYNX. Thus, the Contractor will reduce its charges to LYNX for each Replacement Vehicle so provided by LYNX. In that regard, LYNX shall receive a monthly credit from the Contractor in the aggregate amount of \$23,295.33 for the use of all thirty-one (31) Replacement Vehicles (as reflected in Part I of **Exhibit "B"** attached hereto). This total monthly credit shall be clearly indicated as a separate line item on the monthly invoice which the Contractor send to LYNX for providing the Paratransit Services.

7. **REDUCTION IN PAYMENTS FROM LYNX TO CONTRACTOR UNDER CONTRACT FOR FUTURE VEHICLES.** It is contemplated that LYNX will at a later date (presumably during fiscal year 2011) provide to the Contractor additional vehicles in replacement of other vehicles currently used by the Contractor as contemplated in paragraph 21 below, and, in such case, there will be a further reduction in charges from the Contractor to LYNX. In that regard:

(a) Attached hereto as Part II in **Exhibit "B"** is a schedule of vehicles currently used by MV under its Contract and which the parties contemplate will be replaced by LYNX with vehicles provided by it to the Contractor. The vehicle or vehicles referenced in Part II of **Exhibit "B"** will each and all be a "**Replacement Vehicle**".

(b) As a Replacement Vehicle contained in said Part II is replaced, the credit or reduction in payment due the Contractor from LYNX is the amount set forth for the particular Replacement Vehicle being replaced (and not based on the particular vehicle being provided by LYNX). This total monthly credit shall be clearly indicated as a separate line item on the monthly invoice which the Contractor send to LYNX for providing the Paratransit Services.

(c) For vehicles so furnished by LYNX to the Contractor under this paragraph, this Agreement will then apply to those additional Vehicles.

8. **TITLE.** Title to the Vehicles shall remain with LYNX at all times, and the Contractor shall have no right, title or interest therein except the possessory rights expressly set forth in this Agreement.

9. **USE AND MAINTENANCE OF VEHICLES.** Contractor agrees as follows with respect to the Vehicles that it uses hereunder:

(a) The Contractor agrees to, at all times, keep the Vehicles free and clear of any and all claims, liens and encumbrances, and shall, at its sole expense, protect and defend LYNX' title to the Vehicles and right of possession against all others. This Agreement is intended to be an agreement for use of the Vehicles only and is not and shall not be deemed a sale and security agreement, conditional sale contract, or other such instrument of conveyance.

(b) Vehicles will not be removed from Paratransit Service prior to a minimum mileage of 200,000 unless mutually agreed upon.

(c) If Contractor reports a continued maintenance problem with any of the Vehicle(s), Contractor must notify LYNX with a minimum of ten (10) days before returning the Vehicle(s) to LYNX.

(d) Contractor shall use the Vehicles solely to provide the Paratransit Services and for no other purposes whatsoever.

(e) Contractor shall maintain the vehicles in good repair, condition and working order. Maintenance shall include general periodic repairs, running repairs and servicing that meets or surpasses the requirements of the OEM and all Federal Motor Vehicle Safety Standards, Florida Administrative Code 14-90, and Code of Federal Regulations (CFR) 49 parts 38 (American with Disabilities Act) and 393 including daily interior and exterior cleaning. All repairs shall be executed by skilled journeyman ensuring that all repairs will not void OEM warranties (if applicable). Contractor shall not be responsible for the depreciation resulting from the authorized use thereof. Contractor shall make no additions, alterations, removal or attachment to the Vehicles unless approved in writing in advance by LYNX.

(f) Contractor shall assure each Vehicle is operated only by a fully qualified, competent, licensed driver. Contractor shall require each driver to have a good driving record and to operate with all due care and diligence to prevent loss and damage of any nature. Contractor shall limit use of the assigned Vehicles for providing the Paratransit Services. All costs associated with operations of the Vehicles shall be borne solely by Contractor.

(g) Contractor agrees not to tamper with or disable the odometer, hub meter or hour meter of the Vehicles (if any) during the term of this Agreement and to notify

LYNX immediately upon the failure of one of these components during the term of this Agreement.

(h) Upon the expiration or termination of this Agreement, the Contractor will return the Vehicles to LYNX in the same condition they were in when delivered to the Contractor, subject to reasonable wear and tear.

10. **INDEMNITY AND RISK OF LOSS.**

(a) **Indemnification.** Contractor shall indemnify and hold LYNX harmless against and from any and all liability, damages, claims, actions or causes of actions ("**liabilities**") arising out of the use by Contractor of the Vehicles, including but not limited to, liabilities whether resulting from or in the nature of contract, tort, strict breach or warranty, and whether involving personal injury, property damage or death or otherwise, regardless of whether such damages, claims actions or causes of action are the result of negligence by Contractor. In the event LYNX shall receive any insurance payment or settlement under insurance policies obtained by Contractor in connection with the foregoing, Contractor shall be entitled to credit therefor. This indemnification shall also include all costs and expenses of whatever nature, including reasonable attorney fees incurred out of court, in the trial court, on appeal or in bankruptcy or administrative proceedings, to the extent that such cost, expenses and fees are not necessitated by LYNX' negligent actions. The provision of this Section shall survive the expiration or termination of this Agreement.

(b) **Risk and Loss.** Contractor assumes the entire risk of loss, from any and every cause whatsoever, of the Vehicles in the event of loss which shall be determined by LYNX in LYNX' sole discretion. If any or all of the Vehicles shall be damaged or destroyed during the term of this Agreement, Contractor at its expense and at LYNX's option shall either (a) repair the Vehicles, returning each to its previous condition or (b) pay LYNX the fair market value of the Vehicle(s), and Contractor shall take title thereto.

In case Contractor shall fail to repair, replace or pay for the Vehicles, LYNX may repair or replace each Vehicle so damaged at LYNX's expense and LYNX may charge all amounts so incurred by LYNX as additional rental which shall be deducted from Contractor's monthly invoice to LYNX. After compliance with the foregoing to LYNX's satisfaction, and provided that Contractor is not in default under this Agreement, Contractor shall be subrogated to LYNX's rights with respect to any insurance policies or claims for reimbursement by others.

11. **REPORTING DOCUMENTS.** Contractor shall submit to LYNX monthly audit reports reflecting actual miles operated, damage reports, fuel and oil usage reports, and any other such reports that LYNX may require. LYNX reserves the right to conduct field audits of Vehicles and maintenance records to determine compliance of maintenance programs.

12. **DELIVERY OF VEHICLES.** Contractor shall be responsible for all phases of the delivery/return of the Vehicles under this Agreement from/to LYNX, 1200 W. South Street, Orlando, Florida 32805.

13. **DEFAULT.** If Contractor shall fail to perform any obligations or covenant herein and such default continues for ten (10) days after written notice thereof to Contractor by LYNX, such event shall constitute an event for default hereunder, and to the extent permitted by applicable law, LYNX shall have the right to exercise termination of this agreement as described in Item 16 below.

14. **INSURANCE.** Contractor shall provide, automobile liability, bodily injury and property damage on the Vehicles in the minimum amount of \$1,000,000 combined single limit with insurers acceptable to LYNX. Furthermore, Contractor shall provide, collision and comprehensive insurance for the replacement cost of the value of the vehicle. These insurance policies shall name LYNX as additional insured and in the case of collision and comprehensive insurance, as loss payee. Contractor shall ensure said policies require thirty (30) day written notice to LYNX prior to expiration or termination.

15. **ASSIGNMENT.** Contractor may not assign or transfer any of its rights or obligations under this Agreement, or sublet the Vehicles to another party, without prior written consent of LYNX. If LYNX consents to such an agreement, Contractor will continue to remain liable for performance under this Agreement.

16. **TERMINATION OF AGREEMENT.** Notwithstanding anything herein to the contrary, LYNX may, at its sole option, terminate this Agreement prior to its expiration, by giving sixty (60) days written notice to the Contractor. In such case, Contractor shall on or before the end of said sixty (60) day period return the Vehicles to LYNX's facility located at 1200 W. South Street, Orlando, Florida, or to an alternate location that Contractor and LYNX may agree upon, all in a condition as provided for in this Agreement.

17. **MISCELLANEOUS PROVISIONS.**

(a) If LYNX waives or delays enforcing any of its rights under this Agreement, it will not affect LYNX's ability to enforce its rights afterward.

(b) Notices under this Agreement must be in writing, properly addressed, and mailed U.S. Mail, certified return receipt requested and will be effective upon receipt.

(c) This Agreement shall constitute the entire agreement between the parties and may not be changed except by an instrument in writing, signed by both parties.

(d) The laws of the State of Florida govern this Agreement.

18. **WARRANTIES.** Contractor acknowledges that LYNX is not the manufacturer, the agent of the manufacturer, or the distributor of the Vehicles hereunder. LYNX makes no warranty or representation, express or implied, as to the fitness, safeness, design, merchantability, condition, quality, capacity or workmanship of the Vehicles nor any warranty that the Vehicles will satisfy the requirements of any law or contract specification, and as

between Contractor and LYNX, Contractor agrees to bear all such risks at its sole risk and expense. Contractor specifically waives its rights to make claim against LYNX for any Vehicle for breach or any warranty of any kind whatsoever and as to LYNX, Contractor leases the Vehicles "as is". In no event shall LYNX be liable for special, incidental, or consequential damages whatsoever or howsoever causes.

19. **FORCE MAJEURE AND NO CONSEQUENTIAL DAMAGES.** LYNX shall not be liable for any failure or delay in delivery of any Vehicle or for any failure to perform any provision thereof, resulting from fire or other casualty, riot, strike or other labor difficulty, governmental regulation or restriction or any cause beyond Contractor's control. In no event shall LYNX be liable for any inconveniences, loss of profits, or any other consequential, incidental or special damages resulting from any defects or any theft, damage, loss or failure of any asset, and there shall not be any abatement of off set of monthly charges because of the same.

20. **SOVEREIGN IMMUNITY.** The parties are aware and understand that LYNX, as a public entity, is entitled to the benefits of sovereign immunity, in accordance with Florida Law, and nothing contained in this Agreement shall constitute any decision or statement by LYNX that it waives or attempts to waive any of its rights or privileges under sovereign immunity.

21. **ADDITIONAL REPLACEMENT VEHICLES** This Agreement applies to all the Vehicles described in **Exhibit "A"** attached hereto. In the event LYNX should provide to the Contractor other vehicles in replacement of the Replacement Vehicles used by the Contractor under its Contract (as described in Part II of **Exhibit "B"** attached hereto), LYNX will have the right to have those other vehicles also subject to this Agreement and the parties will execute an appropriate addendum to this Agreement identifying those other vehicles, and the reduction of payment amount to be applicable to those vehicles under paragraph 7 above.

22. **STATUS OF CONTRACT.** To the extent not conflicting with this Agreement, terms and provisions contained in the Contract will apply to this Agreement.

23. **COMPLETE AGREEMENT.** This Agreement constitutes the complete agreement between the parties hereto and incorporates all prior discussions and representations. No amendment or modification of this Agreement will be effective without a document in writing signed by both parties hereto. Neither party is entitled to rely upon oral statements or oral agreements by any other party.

**Signatures on Following Page]**

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date set forth above.

**CENTRAL FLORIDA REGIONAL  
TRANSPORTATION AUTHORITY**

**MV TRANSPORTATION, INC.**

By: \_\_\_\_\_  
Edward Johnson,  
Interim Chief Executive Officer

By: \_\_\_\_\_  
John Monson,  
Chief Executive Officer

Date: September \_\_\_, 2010

Date: September \_\_\_, 2010

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

Date: September \_\_\_, 2010

Akerman, Senterfitt

By: \_\_\_\_\_  
Patrick T. Christiansen, Esq.

**Exhibit “A”**

**LIST OF VEHICLES PROVIDED BY LYNX**

**I. Description of Expanded Growth Vehicle**

LYNX Asset #	VIN #	Vehicle Type	Vehicle Year	Manufacturer	Model	Fuel Type	Vehicle Length	Max Seat	Max WC	Miles 9/30/09
16005	1FTSS34565HA53181	Raised Roof	2005	FORD	E350	GASOLINE	18	8	2	78,679

**II. Description of Replacement Vehicles**

LYNX Asset #	VIN #	Vehicle Type	Vehicle Year	Manufacturer	Model	Fuel Type	Vehicle Length	Max Seat	Max WC	Miles 9/30/09
NC-5191	1FDWE35L09DA37972	Cutaway	2010	FORD	3500	GASOLINE	23	12	4	1,317
NC-5200	1FDWE35L09DA47384	Cutaway	2010	FORD	3500	GASOLINE	23	12	4	1,259
NC-5190	1FDWE35L29DA26696	Cutaway	2010	FORD	3500	GASOLINE	23	12	4	1,283
NC-5201	1FDWE35L29DA47385	Cutaway	2010	FORD	3500	GASOLINE	23	12	4	1,280
NC-5196	1FDWE35L29DA50335	Cutaway	2010	FORD	3500	GASOLINE	23	12	4	1,259
NC-5193	1FDWE35L49DA37974	Cutaway	2010	FORD	3500	GASOLINE	23	12	4	1,259
NC-5198	1FDWE35L69DA50337	Cutaway	2010	FORD	3500	GASOLINE	23	12	4	1,292
NC-5194	1FDWE35L99DA52972	Cutaway	2010	FORD	3500	GASOLINE	23	12	4	1,247
NC-5195	1FDWE35L09DA50334	Cutaway	2010	FORD	3500	GASOLINE	23	12	4	1,262
NC-5197	1FDWE35L49DA50336	Cutaway	2010	FORD	3500	GASOLINE	23	12	4	1,443
NC-5207	1FDWE35L69DA69292	Cutaway	2010	FORD	3500	GASOLINE	23	12	4	1,238
NC-5192	1FDWE35L29DA37973	Cutaway	2010	FORD	3500	GASOLINE	23	12	4	1,253
NC-5202	1FDWE35L49DA47386	Cutaway	2010	FORD	3500	GASOLINE	23	12	4	1,293
NC-5205	1FDWE35L49DA64639	Cutaway	2010	FORD	3500	GASOLINE	23	12	4	1,267
NC-5203	1FDWE35L69DA47387	Cutaway	2010	FORD	3500	GASOLINE	23	12	4	1,244
NC-5199	1FDWE35L89DA50338	Cutaway	2010	FORD	3500	GASOLINE	23	12	4	1,251



**Exhibit “A”**

**Description of Replacement Vehicles**

LYNX Asset #	VIN #	Vehicle Type	Vehicle Year	Manufacturer	Model	Fuel Type	Vehicle Length	Max Seat	Max WC	Miles 9/30/09
NC-5206	1FDWE35L89DA67222	Cutaway	2010	FORD	3500	GASOLINE	23	12	4	1,341
NC-5209	1FDWE35L09DA88775	Cutaway	2010	FORD	3500	GASOLINE	23	12	4	1,314
NC-5210	1FDWE35L29DA88776	Cutaway	2010	FORD	3500	GASOLINE	23	12	4	1,267
NC-5189	1FDWE35L09DA26695	Cutaway	2010	FORD	3500	GASOLINE	23	12	4	1,279
NC-5211	1FDWE35L49DA88777	Cutaway	2010	FORD	3500	GASOLINE	23	12	4	1,287
NC-5204	1FDWE35L69DA67221	Cutaway	2010	FORD	3500	GASOLINE	23	12	4	1,378
NC-5208	1FDWE35L89DA69293	Cutaway	2010	FORD	3500	GASOLINE	23	12	4	1,414
NC-5259	1FDXE4FL3ADA62958	Cutaway	2010	FORD	3500	GASOLINE	23	12	4	59
NC-5260	1FDXE4FL0ADA65932	Cutaway	2010	FORD	3500	GASOLINE	23	12	4	62
NC-5261	1FDXE4FL2ADA65933	Cutaway	2010	FORD	3500	GASOLINE	23	12	4	61
NC-5263	1FDXE4FL0ADA82424	Cutaway	2010	FORD	3500	GASOLINE	23	12	4	75
NC-5265	1FDXE4FL3ADA84717	Cutaway	2010	FORD	3500	GASOLINE	23	12	4	41
NC-5264	1FDXE4FL1ADA84716	Cutaway	2010	FORD	3500	GASOLINE	23	12	4	39
NC-5262	1FDXE4FL5ADA84718	Cutaway	2010	FORD	3500	GASOLINE	23	12	4	58.3
NC-5266	1FDXE4FLXADA86965	Cutaway	2010	FORD	3500	GASOLINE	23	12	4	1,275

31 LYNX provided vehicles

<sup>(1)</sup> This Schedule shows each type of vehicle provided by LYNX.

**Exhibit “B”**

**SCHEDULE OF MV VEHICLES PLANNED FOR REPLACEMENT**

**Part I**

**MV Vehicles for Replacement FY2010**

(These are the MV vehicles being replaced by the LYNX vehicles described in Part II of **Exhibit “A”**)

Vehicle #	Year	Make	Model	Type	VIN #	Fuel	Mileage as of March 2010	Contract Average	Year 1 Oct. 2010 – Sept. 2011	Annual Amount
42001	2006	FORD	E350	Cutaway	1FDWE35L66DB18874	UNL	255,751	\$824.45	12	\$9,893.37
42002	2006	FORD	E350	Cutaway	1FDWE35L26DB18872	UNL	246,203	\$824.45	12	\$9,893.37
42003	2006	FORD	E350	Cutaway	1FDWE35L46DB18873	UNL	243,091	\$824.45	12	\$9,893.37
42004	2006	FORD	E350	Cutaway	1FDWE35L66DB13738	UNL	253,908	\$824.45	12	\$9,893.37
42005	2006	FORD	E350	Cutaway	1FDWE35L46DB13737	UNL	298,026	\$824.45	12	\$9,893.37
42007	2006	FORD	E350	Cutaway	1FDWE35L96DB13734	UNL	237,557	\$824.45	12	\$9,893.37
42008	2006	FORD	E350	Cutaway	1FDWE35L26DB13736	UNL	271,897	\$824.45	12	\$9,893.37
42009	2006	FORD	E350	Cutaway	1FDWE35L06DB13735	UNL	315,761	\$824.45	12	\$9,893.37
42011	2006	FORD	E350	Cutaway	1FDWE35L86DB13739	UNL	303,145	\$824.45	12	\$9,893.37
42012	2006	FORD	E350	Cutaway	1FDWE35LX6DB18876	UNL	263,192	\$824.45	12	\$9,893.37
42013	2006	FORD	E350	Cutaway	1FDWE35L06DB18871	UNL	259,976	\$824.45	12	\$9,893.37
42014	2006	FORD	E350	Cutaway	1FDWE35L46DB25144	UNL	249,731	\$824.45	12	\$9,893.37
32109	2006	FORD	E350	Hightop	1FTSS34L16DA98689	UNL	243,227	\$769.47	12	\$9,233.66
32128	2006	FORD	E350	Hightop	1FTSS34L76DA98681	UNL	244,876	\$769.47	12	\$9,233.66
32131	2006	FORD	E350	Hightop	1FTSS34L16DB21131	UNL	242,994	\$769.47	12	\$9,233.66
32133	2006	FORD	E350	Hightop	1FTSS34L66DB21139	UNL	284,604	\$769.47	12	\$9,233.66
32139	2006	FORD	E350	Hightop	1FTSS34L06DB24277	UNL	272,988	\$769.47	12	\$9,233.66
32141	2006	FORD	E350	Hightop	1FTSS34L66DB24283	UNL	263,779	\$769.47	12	\$9,233.66
32143	2006	FORD	E350	Hightop	1FTSS34LX6DB24285	UNL	249,377	\$769.47	12	\$9,233.66
32144	2006	FORD	E350	Hightop	1FTSS34L46DB21138	UNL	285,050	\$769.47	12	\$9,233.66
21042	2006	FORD	TAURUS	Sedan	1FAFP53U56A188105	UNL	221,796	\$345.15	12	\$4,141.78
21044	2006	FORD	TAURUS	Sedan	1FAFP53U76A188106	UNL	213,303	\$345.15	12	\$4,141.78
21046	2006	FORD	TAURUS	Sedan	1FAFP53U16A188103	UNL	235,936	\$345.15	12	\$4,141.78

**Exhibit “B”**

Vehicle #	Year	Make	Model	Type	VIN #	Fuel	Mileage as of March 2010	Contract Average	Year 1 Oct. 2010 – Sept. 2011	Annual Amount
32114	2006	FORD	E350	Hightop	1FTSS34L06DA98683	UNL	221,017	\$769.47	12	\$9,233.64
32147	2006	FORD	E350	Hightop	1FTSS34L46DB24282	UNL	230,921	\$769.47	12	\$9,233.64
32150	2006	FORD	E350	Hightop	1FTSS34L86DB25970	UNL	227,569	\$769.47	12	\$9,233.64
32153	2006	FORD	E350	Hightop	1FTSS34L26DB21137	UNL	233,118	\$769.47	12	\$9,233.64
32158	2006	FORD	E359	Hightop	1FTSS34L56DB25960	UNL	236,657	\$769.47	12	\$9,233.64
32166	2006	FORD	E350	Hightop	1FTSS34L76DB24289	UNL	231,774	\$769.47	12	\$9,233.64
32170	2006	FORD	E350	Hightop	1FTSS34L36DB24290	UNL	236,865	\$769.47	12	\$9,233.64
42006	2006	FORD	E350	Cutaway	1FDWE35L76DB13733	UNL	232,508	\$824.45	12	\$9,893.40
31 MV vehicles replaced 2010							Monthly Savings	<b>\$23,295.33</b>	Annual Savings	<b>\$279,543.92</b>

**Part II**

**MV Vehicles Planned for Replacement FY2011**  
(These are the Replacement Vehicles, as defined)

Vehicle #	Year	Make	Model	Type	VIN #	Fuel	Mileage as of March 2010	Contract Average	Year 1 Oct. 2010 – Sept. 2011	Annual Amount
32102	2006	FORD	E350	Hightop	1FTSS34L76DA98678	UNL	229,939	\$769.47	6	\$4,616.82
32103	2006	FORD	E359	Hightop	1FTSS34L26DA98670	UNL	224,168	\$769.47	6	\$4,616.82
32107	2006	FORD	E350	Hightop	1FTSS34L66DB05670	UNL	216,354	\$769.47	6	\$4,616.82
32119	2006	FORD	E350	Hightop	1FTSS34L26DB03561	UNL	217,867	\$769.47	6	\$4,616.82
32126	2006	FORD	E350	Hightop	1FTSS34LX6DA50057	UNL	227,466	\$769.47	6	\$4,616.82
32129	2006	FORD	E350	Hightop	1FTSS34L56DB25943	UNL	220,736	\$769.47	6	\$4,616.82
32132	2006	FORD	E350	Hightop	1FTSS34L36DB21132	UNL	225,836	\$769.47	6	\$4,616.82

**Exhibit "B"**  
**MV Vehicles Planned for Replacement in FY2011**

Vehicle #	Year	Make	Model	Type	VIN #	Fuel	Mileage as of March 2010	Contract Average	Year 1 Oct. 2010 – Sept. 2011	Annual Amount
32137	2006	FORD	E350	Hightop	1FTSS34L06DB21136	UNL	224,067	\$769.47	6	\$4,616.82
32148	2006	FORD	E350	Hightop	1FTSS34L26DB24281	UNL	221,632	\$769.47	6	\$4,616.82
32160	2006	FORD	E350	Hightop	1FTSS34L46DB25948	UNL	225,267	\$769.47	6	\$4,616.82
32164	2006	FORD	E350	Hightop	1FTSS34L76DB25958	UNL	228,165	\$769.47	6	\$4,616.82
32165	2006	FORD	E350	Hightop	1FTSS34L86DB25953	UNL	215,580	\$769.47	6	\$4,616.82
32167	2006	FORD	E350	Hightop	1FTSS34L56DB24288	UNL	224,336	\$769.47	6	\$4,616.82
32175	2006	FORD	E350	Hightop	1FTSS34L06DB24294	UNL	207,098	\$769.47	6	\$4,616.82
42000	2006	FORD	E350	Cutaway	1FDWE35L86DB18875	UNL	222,629	\$824.45	6	\$4,946.70
32100	2006	FORD	E350	Hightop	1FTSS34L46DB03559	UNL	203,946	\$769.47	3	\$2,308.41
32101	2006	FORD	E350	Hightop	1FTSS34L26DB03558	UNL	203,700	\$769.47	3	\$2,308.41
32106	2006	FORD	E350	Hightop	1FTSS34L46DA35781	UNL	209,958	\$769.47	3	\$2,308.41
32110	2006	FORD	E350	Hightop	1FTSS34L56DA98677	UNL	199,388	\$769.47	3	\$2,308.41
32111	2006	FORD	E350	Hightop	1FTSS34L86DA98687	UNL	213,698	\$769.47	3	\$2,308.41
32112	2006	FORD	E350	Hightop	1FTSS34L06DB03560	UNL	204,384	\$769.47	3	\$2,308.41
32116	2006	FORD	E350	Hightop	1FTSS34L26HA20138	UNL	208,378	\$769.47	3	\$2,308.41
32122	2006	FORD	E350	Hightop	1FTSS34L76DA62165	UNL	206,881	\$769.47	3	\$2,308.41
32123	2006	FORD	E350	Hightop	1FTSS34L46DA98685	UNL	214,645	\$769.47	3	\$2,308.41
32136	2006	FORD	E350	Hightop	1FTSS34L96DB21135	UNL	214,524	\$769.47	3	\$2,308.41
32154	2006	FORD	E350	Hightop	1FTSS34L96DB24276	UNL	209,759	\$769.47	3	\$2,308.41
32157	2006	FORD	E350	Hightop	1FTSS34L26DB25964	UNL	211,355	\$769.47	3	\$2,308.41
32159	2006	FORD	E350	Hightop	1FTSS34L76DB25961	UNL	211,951	\$769.47	3	\$2,308.41
32161	2006	FORD	E350	Hightop	1FTSS34L66DB25952	UNL	215,747	\$769.47	3	\$2,308.41
32169	2006	FORD	E350	Hightop	1FTSS34L36DB24287	UNL	212,160	\$769.47	3	\$2,308.41
32174	2006	FORD	E350	Hightop	1FTSS34L76DB24292	UNL	212,498	\$796.47	3	\$2,308.41
31 MV vehicles planned for replacement in 2011							Monthly Savings	<b>\$23,908.55</b>	Annual Savings	<b>\$106,516.74</b>

FY2010 - 2011 Savings

**\$386,060.66**

(1) This Schedule shows for each type of vehicle planned for replacement and the monthly credit that the Contractor will provide to LYNX for the use of the vehicle being replaced.

**Action Agenda Item #7.B**

**To:** LYNX Board of Directors

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

**Phone:** 407.841.2279 ext: 6036

**Item Name:** Authorization to Modify Contract #06-034 with MV Transportation, Inc., to Adjust MV's Fixed Cost Reimbursement in Exchange for the Provision of Capital Vehicle Leases for Paratransit Services

**Date:** 9/23/2010

---

**ACTION REQUESTED:**

Staff is requesting the Board of Directors' authorization for the Interim Chief Executive Officer or designee to approve Contract Modification #6 to Contract #06-034 with MV Transportation, Inc., to adjust MV's fixed cost reimbursement in exchange for the provision of capital vehicle leases for paratransit services.

**BACKGROUND:**

The paratransit service contract with MV Transportation, Inc., allows LYNX to provide some or all of the vehicles needed to provide the service. In the event LYNX provides the vehicles, there would be a corresponding reduction in the fixed vehicle capital cost paid to MV. At the September 2009 and March 2010 Board meetings, the Board authorized staff to purchase a total of thirty-one (31) vehicles funded by the American Recovery and Reinvestment Act (ARRA) to be used for paratransit service. All thirty-one (31) vehicles have arrived and are ready for revenue service. This will reduce the fixed monthly cost we pay to MV by \$23,295 based on twelve (12) months of savings.

LYNX' goal is to replace all the paratransit vehicles operated by our contracted provider over a five year period. By providing thirty-one (31) vehicles a year, we will replace 20% of the required fleet each year. These vehicles will have a life span of five (5) years or 250,000 miles.

Planned for FY2011 is an additional thirty-one (31) vehicles, fifteen (15) of which will be funded with ARRA funds and the remaining sixteen (16) vehicles with Federal funds. Assuming that fifteen (15) vehicles are in service for six (6) and sixteen (16) are in service for three (3) months for FY2011, the monthly savings will be \$11,597 and \$12,312, respectively. The current

## LYNX Board Agenda

contract with MV ends September 30, 2011, and with the replacement of sixty-two (62) vehicles over two years (FY2010 and FY2011), 40% of the current required paratransit fleet would be provided by LYNX. This, in turn, will be a factor in the RFP and subsequent contract award planned for FY2011.

### **FISCAL IMPACT:**

LYNX' staff has included adjustments in the FY2011 Operating Budget for the planned cost reductions as follows:

<b>FY2011 Replacement Vehicles</b>	<b>Annual Cost Reductions</b>	<b>Period of Service</b>	<b>Monthly Cost Reduction</b>
31 replacement	\$279,544	October - September	\$23,295
15 replacement	69,582	April - September	\$11,597
16 replacement	36,935	July - September	\$12,312
<b>62 total replacement</b>	<b>\$386,061</b>		

Action Agenda Item #7.C

**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 Remediate LYNX' South Street Facility

**Date:** 9/23/2010

---

**ACTION REQUESTED:**

Staff is requesting the Board of Directors' to approve an option for the remediation of the South Street contamination. Based on the option selected, staff is also seeking authorization for the Interim Chief Executive Officer (CEO) or designee to initiate actions to implement the option selected. Staff will submit whichever option is selected to Florida Department of Environmental Protection (FDEP) for their approval to amend the LYNX Remedial Action Plan.

**BACKGROUND:**

In the mid 1990s, leaking piping in the vehicle lifts caused subsurface hydraulic fluid contamination under the maintenance building at the South Street Facility. A Contamination Assessment Report (dated February 15, 1996) was created by Ardaman & Associates to identify the length, width and depth of the free product plume. At that time, an Initial Remedial Action Plan (IRAP) was prepared and submitted to the Florida Department of Environmental Protection (FDEP). The Plan was approved by FDEP in August of 1999, (Consent Order No. 92-0125).

This Remedial Action Plan has had limited success over the years, as only about one-third (1/3) of the free product has been removed from the contaminated site. There are several reasons why this plan was not completely successful.

- The facility at that time was the primary vehicle maintenance garage. The contamination was located under the busiest bays and offices. The recovery wells were located as near to the contamination as possible given the operational concerns.
- Since then, the water table in the South Street area has dropped significantly. The free product which was floating on the water was not able to flow to the recovery wells for removal.

- As the water table lowered, the free product migrated into the sandy/clay soil layer. The product thus became thicker and unable to flow towards the recovery wells.

## **PROPOSED COURSE OF ACTION**

LYNX is actively pursuing a decontamination strategy. Three proposals have been identified to achieve this goal.

### **1) Trenching**

The first option consists of installing an active recovery collection system using strategically located trenches and a collection sump and piping to the existing vacuum pump. This system may seem to be the fastest way to resolve the issues with FDEP.

- The total estimated cost to do the trenching now and monitoring requirements for the next 6 years will be \$513,016 (Trenching \$142,778 and monitoring \$370,238). In addition, this method does not guarantee the complete removal of the contamination.

### **2) Bio-Slurping & Enhanced in-situ soil Washing.**

The second option consists of the addition of a vacuum component to the product recovery system (Vacuum-Enhanced Product Recovery/Bio-Slurping). This technique has been employed by AECOM at multiple project locations with notable success.

- The total preliminary estimated cost to do the Bio-Slurping & Enhanced in-situ soil washing will be \$601,100. This price includes required testing over the next 6 years. Again, this option does not guarantee the complete removal of the contamination.

### **3) Demolition and soil removal.**

The third option consists of demolition of the maintenance building and digging up and removing the contaminated soil. It is estimated that the product plume is approximately 6000 to 7000 square feet. The depth of the excavation is about 9 to 10 feet. The total volume of soil to be removed would be approximately 2500 cubic yards.

- The total estimated cost for demolition and source removal, including subsequent testing for 1 year, is \$500,000 (Demolition \$150,000 and Source Removal \$350,000). This is the only option that would guarantee the complete removal of the contamination. In the past, Option #3 was not viewed as viable due to the fact that South Street served as the LYNX principal operating base. With the completion of the new LOC facility, this is no longer the case. In addition, if LYNX were to consider utilizing South Street for Para transit activities in the future, the existing body shop could be modified to handle light maintenance on a Para transit fleet.

## **DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:**



There is no DBE goal established for this request to initiate actions to implement the options as outlined.

**FISCAL IMPACT:**

LYNX has included \$600,000 in its FY 2011 operating budget for this action.

**Action Agenda Item #7.D**

<b>To:</b>	<b>LYNX Board of Directors</b>
<b>From:</b>	<b>Bert Francis</b> CHIEF FINANCIAL OFFICER <b>Blanche Sherman</b> (Technical Contact)
<b>Phone:</b>	<b>407.841.2279 ext: 6047</b>
<b>Item Name:</b>	<b>Authorization to Enter into the FY2011 Service Funding Agreements with the Regional Funding Partners</b>
<b>Date:</b>	<b>9/23/2010</b>

**ACTION REQUESTED:**

Staff is requesting the Board of Directors’ authorization for the Interim Chief Executive Officer (CEO) or designee to enter into funding agreements with the Regional Funding Partners listed below for the provision of public transportation services corresponding with its respective funding contribution for the Fiscal Year 2011 Budget. The actual amounts of the agreements will be final once the Board has approved the budget for FY2011.

Orange County	\$32,382,067
Seminole County	\$ 4,083,948
Osceola County	\$ 4,279,194
Lake County	\$ 293,916
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 agreement that will be entered into between LYNX and each of the Regional Funding Partners for Fiscal Year 2011 is attached. The proposed addendums for each of the partners is also attached. Authorization is requested from the Board for LYNX staff to complete the funding agreement with each funding partner, including completion of the exhibits and addenda. This will permit the funding agreements to be executed more quickly after the beginning of LYNX’ fiscal year. Changes will be permitted to the funding agreement by way of changes to the addendum provided that said changes are not materially adverse to LYNX.

**SERVICE FUNDING AGREEMENT**  
**by and between**  
**ORANGE COUNTY, FLORIDA**  
**and**  
**LYNX**

**THIS SERVICE FUNDING AGREEMENT (“Agreement”)** is made and entered into by and between **ORANGE COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida, whose principal address is Post Office Box 1393, Orlando, Florida 32802-1393 (hereinafter the “**Funding Partner**” or “**County**”), and the **CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY**, a body politic and corporate created pursuant to Part II, Chapter 343, Florida Statutes, whose principal address is 455 North Garland Avenue, Orlando, Florida 32801 (hereinafter “**LYNX**”).

**WITNESSETH**

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

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

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

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

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

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

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

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

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

**Agreement**) pursuant to which the Funding Partner agreed to appropriate funds to LYNX for fiscal year from October 1, 2009 to September 30, 2010 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, 2010; and

**WHEREAS**, the Funding Partner has budgeted funds for the fiscal year beginning on October 1, 2010 and ending on September 30, 2011 ("**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. **Definitions.** The following capitalized terms shall have the following meanings:

**"Access LYNX"** means LYNX's van transit service for medically-qualified, physically challenged transit customers.

**"ADA"** means the Americans with Disabilities Act of 1990.

**"Agreement"** means this Service Funding Agreement and its Exhibits.

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

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

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

**"Fiscal Year"** or **"Current Fiscal Year"** means the twelve (12) month period commencing October 1, 2010 and ending the following September 30, 2011.

**"Fixed-Route Service"** means service provided on a repetitive, fixed-schedule basis along a specific route with vehicles stopping to pick up and deliver passengers to specific locations. Unlike demand response service, Fixed-Route Service services the same origins and

destinations. Fixed-Route Service includes route deviation service, where revenue vehicles deviate from fixed-routes on a discretionary basis.

“**FDOT**” means the Florida Department of Transportation.

“**FTA**” means the Federal Transit Association.

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

“**Next Fiscal Year**” means the twelve (12) month period immediately following the Current Fiscal Year, and is the period commencing October 1, 2011 and ending the following September 30, 2012.

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

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

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

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

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

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

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

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

3. **Funding Partner Obligations.**

(a) **Current Fiscal Year.**

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

(ii) The Appropriated Amount shall be paid by the Funding Partner to LYNX in twelve (12) equal monthly installments, with each installment being due on the first day of each month. The first installment payment shall be due upon the later of (x) October 1, 2010 or (y) thirty (30) days after the execution date of this Agreement; and any other installment payments which would be due prior to the execution date of this Agreement shall also be paid within thirty (30) days after the execution date of this Agreement.

(b) **Next Fiscal Year.**

(i) If, prior to the termination date of this Agreement (as set forth in Paragraph 20 below), the Funding Partner and LYNX have not reached a written agreement setting forth an appropriation to LYNX for the Next Fiscal Year, then, notwithstanding the expiration of this Agreement at the end of the Current Fiscal Year and in order to continue the Public Transportation after said expiration, the Funding Partner shall continue to pay LYNX for the Next Fiscal Year the amount set forth below.

(ii) The amount to be paid under clause (i) shall be the New Appropriated Amount provided that the Boards of both the Funding Partner and LYNX have so approved that Amount. This New Appropriated Amount shall be paid as set forth in clause (v) below.

(iii) In the event the New Appropriated Amount actually approved by the Board of the Funding Partner at its budget adoption is less than what had been scheduled by the Funding Partner prior to said adoption hearing, then, in that event, LYNX may immediately or as soon as practicable for the Next Fiscal Year reduce the scope of service to be provided hereunder so as to be in line with the New Appropriated Amount.

(iv) In the event the Funding Partner has not by the end of the Current Fiscal Year, adopted a New Appropriated Amount, then the amount to be paid will be equal to the Appropriated Amount for the Current Fiscal Year. This Amount will be paid as set forth in clause (v) below. At such time thereafter as the Funding Partner has adopted a New Appropriated Amount, then, in that event, the parties will adjust and reconcile between themselves any adjustment to the payments that would have been made to LYNX by the Funding Partner for the Current Fiscal Year and the service to be provided hereunder will be adjusted to be in line with the New Appropriated Amount.

(v) The amount to be paid under this subparagraph (b) above (whether the New Appropriated Amount under clauses (ii) or (iii) or the Appropriated Amount

under clause (iv)), shall be paid in equal monthly installments (the “**Post-Termination Payment**”) due on the first day of each month commencing October 1, 2011 until the earliest to occur of the following: (i) LYNX and the Funding Partner reach a written agreement setting forth a different appropriation for the Next Fiscal Year; (ii) one hundred twenty (120) days following that date that the Funding Partner, through action taken by its governing board, notifies LYNX in writing that it wishes to terminate this Agreement and no longer receive from LYNX the Public Transportation services provided herein; or (iii) the date that LYNX actually discontinues the Public Transportation services to the Funding Partner.

(c) The procedure set forth in this subparagraph (b) will continue until such time as the Funding Partner and LYNX have executed a new form of funding agreement for the Current Fiscal Year, at which time this Agreement and specifically the provisions of this subparagraph 3(b) will no longer be applicable. If LYNX and the Funding Partner fail to reach and execute such a new funding agreement setting forth an appropriation for the Next Fiscal Year by December 31, 2011, then LYNX may, within its discretion, reduce, eliminate or discontinue the provision of Public Transportation services to the Funding Partner immediately upon providing the Funding Partner with written notice of same. If, as a result of subparagraph 33(b), the Funding Partner makes any payments to LYNX for the Next Fiscal Year, then, in that event, the parties will reconcile the difference between the amount that was paid and the amount that has been agreed upon for the Next Fiscal Year in the first month following the execution of the written agreement setting forth an appropriation for the Next Fiscal Year.

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

4. **LYNX Obligations.**

(a) **Service.** LYNX agrees to provide Public Transportation within the Service Area during the Fiscal Year. LYNX shall request written approval from the Funding Partner prior to implementing any of the following changes which may result in a greater than two percent (2%) increase or decrease of Fixed-Route Service hours within the Service Area (as computed on an annual basis), which written approval shall not be unreasonably withheld or delayed:

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



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

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

- (i) Maps and schedules for each route operating in the Service Area.
- (ii) Official LYNX monthly ridership reports showing a breakdown of actual aggregate ridership by mode (i.e., Fixed-Route Service, LYMMO, Access LYNX, Van Plan and special shuttles).
- (iii) An operational service characteristics report for current services provided, which would include (1) revenue hours, (2) revenue miles, and (3) unlinked passenger trips.
- (iv) A comparison of actual revenue and expenditures to budgeted revenues and expenditures with explanations for variances that exceed \$50,000.
- (v) A route performance report, which reports and ranks each route which is located in the County for the Funding Partner, monthly based on the following:
  - (A) Subsidy per Passenger Trip
  - (B) Passengers per trip
  - (C) Passengers per Revenue Hour
  - (D) Passengers per Revenue Mile
  - (E) Percent farebox return (i.e., percent of Operating Expenses recovered through farebox).
- (vi) Current and contemporaneous versions of the LYNX regional model, which is the model used by LYNX to apportion total Operating Expenses, less adjustments, to the Funding Partners based on Fixed-Route Service hours, ADA client trips, and flex-service hours in their service area.
  - (A) A comparison of scheduled versus actual Revenue Miles.

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

(c) **Additional Reporting.** On an annual basis, within thirty (30) days of receipt, LYNX shall provide the Funding Partner with a copy of all external audits, a copy of the Comprehensive Annual Financial Report, which shall include the Report on Internal Controls, Report on Compliance with Laws and Regulations, and a copy of the management letter.

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

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

7. **Termination of Agreement.**

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

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

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

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

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

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

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

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

13. **Remedies.** No remedy herein conferred upon any part is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity

or by statute or otherwise. No single or partial exercise by any party of any rights, power, or remedy hereunder shall preclude any other or further exercise thereof.

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

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

16. **Governing Law.** This Agreement shall be governed by and construed in accordance with the law of the State of Florida. The parties to this Agreement agree to comply with all applicable federal, state, and local laws, ordinances, rules and regulations pertaining to the actions contemplated by this Agreement.

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

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

As to Funding Partner: Orange County  
P.O. Box 1393  
Orlando, Florida 32802-1393  
Attn: County Administrator

With copy to: Orange County Office of Management and Budget  
P.O. Box 1393  
Orlando, Florida 32802-1393  
Attn: Manager, OMB

With copy to: Orange County Growth Management Department  
P.O. Box 1393  
Orlando, Florida 32802-1393  
Attn: Director, Growth Management Department

As to LYNX: Central Florida Regional Transportation Authority  
455 North Garland Avenue  
Orlando, Florida 32801-1518  
Attn: Edward L. Johnson, Interim Chief Executive Officer

With copy to: Central Florida Regional Transportation Authority  
455 North Garland Avenue  
Orlando, Florida 32801-1518  
Attn: Albert J. Francis II, Chief Financial Officer

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

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

20. **Effective Date.** The effective date of this Agreement shall be the date of its execution by the last party to execute this Agreement. Unless terminated earlier in accordance with Paragraph 7 of this Agreement, this Agreement will terminate on September 30, 2010, except for the provisions of this Agreement which by their terms survive the termination of this Agreement and is effective.

21. **Negotiations.** The parties to this Agreement acknowledge that all terms of this Agreement were negotiated at arms-length and that this Agreement and all documents executed in connection herewith were prepared and executed without undue influence exerted by any party or on any party. Further, all parties drafted this Agreement jointly, and no parties are entitled to the benefit of any rules of construction with respect to the interpretation of any terms, conditions, or provisions of this Agreement in favor of or against any person or party who drafted this Agreement.

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

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

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

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

**[Signatures appear on following page]**

**SIGNATURE PAGE FOR FUNDING PARTNER**

ATTEST: Martha O. Haynie, County  
Comptroller as Clerk to the Board of  
County Commissioners

FUNDING PARTNER:

**BOARD OF COUNTY COMMISSIONERS  
OF ORANGE COUNTY, FLORIDA**

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Richard T. Crotty, County Mayor

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

**SIGNATURE PAGE FOR LYNX**

**CENTRAL FLORIDA REGIONAL  
TRANSPORTATION AUTHORITY**

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

Edward L. Johnson,  
Interim Chief Executive Officer

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

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.

Exhibit "A"

DESCRIPTION OF SERVICE AREA



**Exhibit "B"**

**DESCRIPTION OF APPROPRIATED AMOUNT**

October 2010 - September 2011      \$32,382,067

<b>FY2011 Billing Schedule:</b>	
October 2010	\$ 2,698,506
November 2010	\$ 2,698,506
December 2010	\$ 2,698,506
January 2011	\$ 2,698,506
February 2011	\$ 2,698,506
March 2011	\$ 2,698,506
April 2011	\$ 2,698,506
May 2011	\$ 2,698,506
June 2011	\$ 2,698,506
July 2011	\$ 2,698,506
August 2011	\$ 2,698,506
September 2011	\$ 2,698,501
<b>Annual Funding Request from County</b>	<b>\$32,382,067</b>

**ADDENDUM TO AGREEMENT**

1. The Funding Partner agrees to appropriate up to a maximum of thirty-two million three hundred eighty-two thousand sixty-seven dollars and zero cents (\$32,382,067) to LYNX for fiscal year 2010-2011 for the provision of public transportation services within Orange County in accordance with this Agreement and to be allocated as follows:

(a) The base operating expenditures funding of \$32,382,067 shall be for fixed route bus service, Access LYNX, and other agreed upon services, including, but not limited to:

- (i) Fixed Route Service.
- (ii) Demand Response Service (Pick-Up Line).
- (iii) Paratransit Service (Access LYNX).

2. Service Area means generally unincorporated Orange County, but may include, on a case-by-case basis, municipalities within Orange County, other than the City of Orlando.

3. LYNX, at its next board meeting (or as soon thereafter as possible) shall consider issues related to post-employment benefits, specifically retirement health insurance benefits and employee pension plan benefits.

4. With respect to the foregoing Agreement, the following provisions are modified:

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

(b) Clause (iv) in Paragraph 3(b) is hereby deleted and not applicable.

(c) In regard to Clause (v) of Paragraph 3(b):

(i) The phrase "...Appropriated Amount under clause (iv)" is hereby deleted and not applicable.

(ii) The term of "one hundred twenty (120) days" in clause (ii) is hereby amended to read "ninety (90) days".

(iii) In regard to the payment to be made of the Post Termination Payment, said payments will be made based upon invoicing by LYNX and said Post-Termination Payment will be made by the Funding Partner within thirty (30) days after its receipt of the invoice from LYNX.

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

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

**WITNESSETH**

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

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

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

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

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

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

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

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

**WHEREAS**, the Funding Partner and LYNX entered into an Interlocal Agreement for Public Transit Services dated as of \_\_\_\_\_ (the “**Prior Fiscal Year Funding Agreement**”) pursuant to which the Funding Partner agreed to appropriate funds to LYNX for

fiscal year from October 1, 2009 to September 30, 2010 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, 2010; and

**WHEREAS**, the Funding Partner has budgeted funds for the fiscal year beginning on October 1, 2010 and ending on September 30, 2011 (“**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. **Definitions**. The following capitalized terms shall have the following meanings:

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

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

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

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

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

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

“**Fiscal Year**” or “**Current Fiscal Year**” means the twelve (12) month period commencing October 1, 2010 and ending the following September 30, 2011.

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

“**FDOT**” means the Florida Department of Transportation.

“**FTA**” means the Federal Transit Association.

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

“**Next Fiscal Year**” means the twelve (12) month period immediately following the Current Fiscal Year, and is the period commencing October 1, 2011 and ending the following September 30, 2012.

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

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

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

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

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

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

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

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

3. **Funding Partner Obligations.**

(a) **Current Fiscal Year.**

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

(ii) The Appropriated Amount shall be paid by the Funding Partner to LYNX in twelve (12) equal monthly installments, with each installment being due on the first day of each month. The first installment payment shall be due upon the later of (x) October 1, 2010 or (y) thirty (30) days after the execution date of this Agreement; and any other installment payments which would be due prior to the execution date of this Agreement shall also be paid within thirty (30) days after the execution date of this Agreement.

(b) **Next Fiscal Year.**

(i) If, prior to the termination date of this Agreement (as set forth in Section 20 below), the Funding Partner and LYNX have not reached a written agreement setting forth an appropriation to LYNX for the next Fiscal Year, then, notwithstanding the expiration of this Agreement at the end of the applicable Fiscal Year and in order to continue the Public Transportation after said expiration, the Funding Partner shall continue to pay LYNX for the Next Fiscal Year the amount set forth below.

(ii) The amount to be paid under clause (i) shall be the New Appropriated Amount provided that the Boards of both the Funding Partner and LYNX have so approved that amount. This Amount shall be paid as set forth in clause (v) below.

(iii) In the event the New Appropriated Amount actually approved by the Board of the Funding Partner at its budget adoption is less than what had been scheduled by the Funding Partner prior to said adoption hearing, then, in that event, LYNX may immediately or as soon as practicable for the Next Fiscal Year reduce the scope of service to be provided hereunder so as to be in line with the New Appropriated Amount.

(iv) In the event the Funding Partner has not by the end of the Current Fiscal Year, adopted a New Appropriated Amount, then the amount to be paid will be equal to the Appropriated Amount for the Current Fiscal Year. This Amount will be paid as set forth in clause (v) below. At such time thereafter as the Funding Partner has adopted a New Appropriated Amount, then, in that event, the parties will adjust and reconcile between themselves any adjustment to the payments that would have been made to LYNX by the Funding Partner for the Current Fiscal Year and the service to be provided hereunder will be adjusted to be in line with the New Appropriated Amount.

(v) The amount to be paid under this subparagraph (b) shall be paid in equal monthly installments (the "**Post-Termination Payment**") due on the first day of each month until the earliest to occur of the following: (i) LYNX and the Funding Partner reach a written agreement setting forth a different appropriation for the Next Fiscal Year; (ii) one hundred twenty (120) days following that date that the Funding Partner, through action taken by its governing board, notifies LYNX in writing that it wishes to terminate this Agreement and no longer receive from LYNX the Public Transportation services provided herein; or (iii) the date that LYNX actually discontinues the Public Transportation services to the Funding Partner. If LYNX and the Funding Partner fail to

reach and execute an agreement setting forth an appropriation for the next Fiscal Year by December 31, 2011, then LYNX may, within its discretion, reduce, eliminate or discontinue the provision of Public Transportation services to the Funding Partner immediately upon providing the Funding Partner with written notice of same.

(c) If, as a result of Section 3(b), the Funding Partner makes any payments to LYNX for the next Fiscal Year, then, in that event, the parties will reconcile the difference between the amount that was paid and the amount that has been agreed to be appropriated for the next Fiscal Year in the first month following the execution of the written agreement setting forth an appropriation for the next Fiscal Year.

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

4. **LYNX Obligations.**

(a) **Service.** LYNX agrees to provide Public Transportation within the Service Area during the Fiscal Year. LYNX shall request written approval from the Funding Partner prior to implementing any of the following changes which may result in a greater than two percent (2%) increase or decrease of Fixed-Route Service hours within the Service Area (as computed on an annual basis), which written approval shall not be unreasonably withheld or delayed:

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

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

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

## LYNX Board Agenda

- (i) Maps and schedules for each route operating in the Service Area.
- (ii) Official LYNX monthly ridership reports showing a breakdown of actual aggregate ridership by mode (i.e., Fixed-Route Service, LYMMO, Access LYNX, Van Plan and special shuttles).
- (iii) An operational service characteristics report for current services provided, which would include (1) revenue hours, (2) revenue miles, and (3) unlinked passenger trips.
- (iv) A comparison of actual revenue and expenditures to budgeted revenues and expenditures with explanations for variances that exceed \$50,000.
- (v) A route performance report, which reports and ranks each route which is located in the County for the Funding Partner, monthly based on the following:
  - (A) Subsidy per Passenger Trip
  - (B) Passengers per trip
  - (C) Passengers per Revenue Hour
  - (D) Passengers per Revenue Mile
  - (E) Percent farebox return (i.e., percent of Operating Expenses recovered through farebox).
- (vi) Current and contemporaneous versions of the LYNX regional model, which is the model used by LYNX to apportion total Operating Expenses, less adjustments, to the Funding Partners based on Fixed-Route Service hours, ADA client trips, and flex-service hours in their service area.
  - (A) A comparison of scheduled versus actual Revenue Miles.
  - (B) A comparison of scheduled versus actual Revenue Hours.
  - (C) A schedule of unanticipated extraordinary expenses for the prior quarter.
  - (D) A list of changes to authorized staffing.
  - (E) A schedule of total training and travel expenditures for each LYNX board member and employee for the immediately preceding quarter. This schedule should specify the training event name, attendee name(s), date(s) of travel and/or training, event location, and total expenses of each trip.
- (vii) Any other information the Funding Partner reasonably requests.



(c) **Additional Reporting.** On an annual basis, within thirty (30) days of receipt, LYNX shall provide the Funding Partner with a copy of all external audits, a copy of the Comprehensive Annual Financial Report, which shall include the Report on Internal Controls, Report on Compliance with Laws and Regulations, and a copy of the management letter.

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

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

7. **Termination of Agreement.**

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

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

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

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

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

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

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

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

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

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

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

16. **Governing Law.** This Agreement shall be governed by and construed in accordance with the law of the State of Florida. The parties to this Agreement agree to comply

with all applicable federal, state, and local laws, ordinances, rules and regulations pertaining to the actions contemplated by this Agreement.

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

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

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

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

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

As to LYNX: Central Florida Regional Transportation Authority  
455 North Garland Avenue  
Orlando, Florida 32801-1518  
Attn: Edward L. Johnson, Interim Chief Executive Officer

With copy to: Central Florida Regional Transportation Authority  
455 North Garland Avenue  
Orlando, Florida 32801-1518  
Attn: Albert J. Francis, II, Chief Financial Officer

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

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

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

with Section 7 of this Agreement, this Agreement will terminate on September 30, 2011, except for the provisions of this Agreement which by their terms survive the termination of this Agreement and is effective.

21. **Negotiations.** The parties to this Agreement acknowledge that all terms of this Agreement were negotiated at arm's-length and that this Agreement and all documents executed in connection herewith were prepared and executed without undue influence exerted by any party or on any party. Further, all parties drafted this Agreement jointly, and no parties are entitled to the benefit of any rules of construction with respect to the interpretation of any terms, conditions, or provisions of this Agreement in favor of or against any person or party who drafted this Agreement.

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

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

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

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

[Signatures appear on following page]

**SIGNATURE PAGE FOR FUNDING PARTNER**

**ATTEST:**

**FUNDING PARTNER:**

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

BOARD OF COUNTY COMMISSIONERS  
OF SEMINOLE COUNTY, FLORIDA

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

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

For the use and reliance of Seminole  
County only.

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

Approved as to form and legal sufficiency.

As authorized for execution by the Board of  
County Commissioners at their \_\_\_\_\_,  
2010 regular meeting.

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

**SIGNATURE PAGE FOR LYNX**

CENTRAL FLORIDA REGIONAL  
TRANSPORTATION AUTHORITY

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

By: \_\_\_\_\_  
Edward L. Johnson  
Interim Chief Executive Officer

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

AKERMAN SENTERFITT,  
Counsel for LYNX

By: \_\_\_\_\_  
Patrick T. Christiansen, Esq.

Exhibit "A"

DESCRIPTION OF SERVICE AREA

Exhibit "B"

**DESCRIPTION OF APPROPRIATED AMOUNT**

October through September	\$ 4,083,948
---------------------------	--------------

<b>Exhibit A - Seminole County Transit Service Costs For FY 2011</b>	
<i>Net Fixed Route Operating Costs</i>	<i>Cost</i>
Link 1	\$
Link 23	
Link 34	
Link 45	
Link 41	
Links 102/103 (Formerly Link 39)	
Link 46	
Link 47	
Link 434	
<b>Subtotal:</b>	<b>\$</b>
<b><i>Paratransit Services Costs:</i></b>	
American Disability Act (ADA) Funding	\$
Transportation Disadvantage (TD) Funding	
Medicaid	
<b>Subtotal:</b>	<b>\$</b>
<b><i>Capital Funding Cost:</i></b>	
\$2 Capital Funding	\$
<b><i>Funding Adjustments</i></b>	
Less: Capital Funding Waived	
<b>Subtotal:</b>	<b>\$</b>
<b>Funding Requested from County</b>	<b>\$</b>
<b><i>City Direct Payments to LYNX</i></b>	
City of Sanford	\$
City of Altamonte	\$
<b>Subtotal:</b>	<b>\$</b>
<b>Total County Transit Service Cost</b>	<b>\$ 4,083,948</b>



<b>FY2011 Billing Schedule:</b>	
October 2010	\$ 340,329
November 2010	\$ 340,329
December 2010	\$ 340,329
January 2011	\$ 340,329
February 2011	\$ 340,329
March 2011	\$ 340,329
April 2011	\$ 340,329
May 2011	\$ 340,329
June 2011	\$ 340,329
July 2011	\$ 340,329
August 2011	\$ 340,329
September 2011	\$ 340,329
<b>Annual Funding Request from County</b>	<b>\$ 4,083,948</b>

**ADDENDUM TO AGREEMENT**

25. The Funding Partner, on \_\_\_\_\_, adopted a Comprehensive Policy Plan (the "**CPP**"), which calls for specific level of service improvements in public transportation; and

26. The Funding Partner agrees to appropriate up to a maximum of four million eighty-three thousand nine hundred forty-eight dollars and zero cents (\$4,083,948) to LYNX for fiscal year 2010-2011 for the provision of public transportation services within the Service Agreement in accordance with this Agreement and to be allocated as follows:

(a) The base operating expenditures funding of \$4,083,948 shall be for fixed-route bus service, Access LYNX, and other existing services.

(b) The \$4,083,948 shall be paid by the Funding Partner to LYNX in twelve (12) equal monthly installments by Funding Partner's designated representative and shall be due on the first of each month beginning in October 2010, and payable no later than thirty (30) days after the due date. The first such payment under this Agreement shall be made no sooner than October 1, 2010 or the execution date of this Agreement. Notwithstanding the foregoing, in the event LYNX fails to submit the required quarterly reports or fails to comply with any material terms of this Agreement, the Funding Partner reserves the right to withhold the monthly payment pursuant to Section 3, of this Agreement.

27. The City of Altamonte Springs and the City of Sanford (the "**Cities**") are located within Seminole County, and LYNX has separate funding arrangements with the Cities for transit services located within the Cities. In that regard, LYNX has adjusted the County funding request by the amounts paid by the Cities as indicated in **Exhibit "B"** of this Agreement.

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

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

**WITNESSETH**

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

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

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

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

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

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

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

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

**WHEREAS**, the Funding Partner and LYNX entered into an Interlocal Agreement for Public Transit Services dated as of \_\_\_\_\_ (the “**Prior Fiscal Year Funding Agreement**”) pursuant to which the Funding Partner agreed to appropriate funds to LYNX for

fiscal year from October 1, 2009 to September 30, 2010 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, 2010; and

**WHEREAS**, the Funding Partner has budgeted funds for the fiscal year beginning on October 1, 2010 and ending on September 30, 2011 (“**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. **Definitions.** The following capitalized terms shall have the following meanings:

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

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

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

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

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

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

“**Fiscal Year**” or “**Current Fiscal Year**” means the twelve (12) month period commencing October 1, 2010 and ending the following September 30, 2011.

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

“**FDOT**” means the Florida Department of Transportation.

“**FTA**” means the Federal Transit Association.

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

“**Next Fiscal Year**” means the twelve (12) month period immediately following the Current Fiscal Year, and is the period commencing October 1, 2011 and ending the following September 30, 2012.

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

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

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

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

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

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

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

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

3. **Funding Partner Obligations.**

(a) **Current Fiscal Year.**

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

(ii) The Appropriated Amount shall be paid by the Funding Partner to LYNX in twelve (12) equal monthly installments, with each installment being due on the first day of each month. The first installment payment shall be due upon the later of (x) October 1, 2010 or (y) thirty (30) days after the execution date of this Agreement; and any other installment payments which would be due prior to the execution date of this Agreement shall also be paid within thirty (30) days after the execution date of this Agreement.

(b) **Next Fiscal Year.**

(i) If, prior to the termination date of this Agreement (as set forth in Paragraph 20 below), the Funding Partner and LYNX have not reached a written agreement setting forth an appropriation to LYNX for the Next Fiscal Year, then, notwithstanding the expiration of this Agreement at the end of the Current Fiscal Year and in order to continue the Public Transportation after said expiration, the Funding Partner shall continue to pay LYNX for the Next Fiscal Year the amount set forth below.

(ii) The amount to be paid under clause (i) shall be the New Appropriated Amount provided that the Boards of both the Funding Partner and LYNX have so approved that Amount. This New Appropriated Amount shall be paid as set forth in clause (v) below.

(iii) In the event the New Appropriated Amount actually approved by the Board of the Funding Partner at its budget adoption is less than what had been scheduled by the Funding Partner prior to said adoption hearing, then, in that event, LYNX may immediately or as soon as practicable for the Next Fiscal Year reduce the scope of service to be provided hereunder so as to be in line with the New Appropriated Amount.

(iv) In the event the Funding Partner has not by the end of the Current Fiscal Year, adopted a New Appropriated Amount, then the amount to be paid will be equal to the Appropriated Amount for the Current Fiscal Year. This Amount will be paid as set forth in clause (v) below. At such time thereafter as the Funding Partner has adopted a New Appropriated Amount, then, in that event, the parties will adjust and reconcile between themselves any adjustment to the payments that would have been made to LYNX by the Funding Partner for the Current Fiscal Year and the service to be provided hereunder will be adjusted to be in line with the New Appropriated Amount.

(v) The amount to be paid under this subparagraph (b) above (whether the New Appropriated Amount under clauses (ii) or (iii) or the Appropriated Amount under clause (iv)), shall be paid in equal monthly installments (the "**Post-Termination Payment**") due on the first day of each month commencing October 1, 2011 until the earliest to occur of the following: (i) LYNX and the Funding Partner reach a written agreement setting forth a different appropriation for the Next Fiscal Year; (ii) one hundred twenty (120) days following that date that the Funding Partner, through action taken by its governing board, notifies LYNX in writing that it wishes to terminate this Agreement and no longer receive from LYNX the Public Transportation services

provided herein; or (iii) the date that LYNX actually discontinues the Public Transportation services to the Funding Partner.

(c) The procedure set forth in this subparagraph (b) will continue until such time as the Funding Partner and LYNX have executed a new form of funding agreement for the Current Fiscal Year, at which time this Agreement and specifically the provisions of this subparagraph 3(b) will no longer be applicable. If LYNX and the Funding Partner fail to reach and execute such a new funding agreement setting forth an appropriation for the Next Fiscal Year by December 31, 2011, then LYNX may, within its discretion, reduce, eliminate or discontinue the provision of Public Transportation services to the Funding Partner immediately upon providing the Funding Partner with written notice of same. If, as a result of subparagraph 3(b), the Funding Partner makes any payments to LYNX for the Next Fiscal Year, then, in that event, the parties will reconcile the difference between the amount that was paid and the amount that has been agreed to be appropriated for the Next Fiscal Year in the first month following the execution of the written agreement setting forth an appropriation for the Next Fiscal Year.

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

4. **LYNX Obligations.**

(a) **Service.** LYNX agrees to provide Public Transportation within the Service Area during the Fiscal Year. LYNX shall request written approval from the Funding Partner prior to implementing any of the following changes which may result in a greater than two percent (2%) increase or decrease of Fixed-Route Service hours within the Service Area (as computed on an annual basis), which written approval shall not be unreasonably withheld or delayed:

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

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

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

- (i) Maps and schedules for each route operating in the Service Area.
- (ii) Official LYNX monthly ridership reports showing a breakdown of actual aggregate ridership by mode (i.e., Fixed-Route Service, LYMMO, Access LYNX, Van Plan and special shuttles).
- (iii) An operational service characteristics report for current services provided, which would include (1) revenue hours, (2) revenue miles, and (3) unlinked passenger trips.
- (iv) A comparison of actual revenue and expenditures to budgeted revenues and expenditures with explanations for variances that exceed \$50,000.
- (v) A route performance report, which reports and ranks each route which is located in the County for the Funding Partner, monthly based on the following:
  - (A) Subsidy per Passenger Trip
  - (B) Passengers per trip
  - (C) Passengers per Revenue Hour
  - (D) Passengers per Revenue Mile
  - (E) Percent farebox return (i.e., percent of Operating Expenses recovered through farebox).
- (vi) Current and contemporaneous versions of the LYNX regional model, which is the model used by LYNX to apportion total Operating Expenses, less adjustments, to the Funding Partners based on Fixed-Route Service hours, ADA client trips, and flex-service hours in their service area.
  - (A) A comparison of scheduled versus actual Revenue Miles.
  - (B) A comparison of scheduled versus actual Revenue Hours.
  - (C) A schedule of unanticipated extraordinary expenses for the prior quarter.
  - (D) A list of changes to authorized staffing.



(E) A schedule of total training and travel expenditures for each LYNX board member and employee for the immediately preceding quarter. This schedule should specify the training event name, attendee name(s), date(s) of travel and/or training, event location, and total expenses of each trip.

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

(c) **Additional Reporting.** On an annual basis, within thirty (30) days of receipt, LYNX shall provide the Funding Partner with a copy of all external audits, a copy of the Comprehensive Annual Financial Report, which shall include the Report on Internal Controls, Report on Compliance with Laws and Regulations, and a copy of the management letter.

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

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

7. **Termination of Agreement.**

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

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

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

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

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

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

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

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

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

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

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

16. **Governing Law.** This Agreement shall be governed by and construed in accordance with the law of the State of Florida. The parties to this Agreement agree to comply with all applicable federal, state, and local laws, ordinances, rules and regulations pertaining to the actions contemplated by this Agreement.

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

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

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

With copy to: Osceola County  
1 Courthouse Square, Suite 4200  
Kissimmee, Florida 34741  
Attn: County Attorney

With copy to: Osceola County  
1 Courthouse Square, Suite 1100  
Kissimmee, Florida 34741  
Attn: Transportation Planning

As to LYNX: Central Florida Regional Transportation Authority  
455 North Garland Avenue  
Orlando, Florida 32801-1518  
Attn: Edward L. Johnson, Interim Chief Executive Officer

With copy to: Central Florida Regional Transportation Authority  
455 North Garland Avenue  
Orlando, Florida 32801-1518  
Attn: Albert J. Francis, II, Chief Financial Officer

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

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

20. **Effective Date.** The effective date of this Agreement shall be the date of its execution by the last party to execute this Agreement. Unless terminated earlier in accordance with Paragraph 7 of this Agreement, this Agreement will terminate on September 30, 2011, except for the provisions of this Agreement which by their terms survive the termination of this Agreement and is effective.

21. **Negotiations.** The parties to this Agreement acknowledge that all terms of this Agreement were negotiated at arm's-length and that this Agreement and all documents executed in connection herewith were prepared and executed without undue influence exerted by any party or on any party. Further, all parties drafted this Agreement jointly, and no parties are entitled to the benefit of any rules of construction with respect to the interpretation of any terms, conditions, or provisions of this Agreement in favor of or against any person or party who drafted this Agreement.

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

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

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

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

[Signatures appear on following page]

**SIGNATURE PAGE FOR FUNDING PARTNER**

**ATTEST:**

**FUNDING PARTNER:**

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

Clerk to the Board of County  
Commissioners of Osceola County,  
Florida

For the use and reliance of Osceola County  
only.

Approved as to form and legal sufficiency.

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

BOARD OF COUNTY COMMISSIONERS  
OF OSCEOLA COUNTY, FLORIDA

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

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

As authorized for execution by the Board of  
County Commissioners at their \_\_\_\_\_,  
2010 regular meeting.

**SIGNATURE PAGE FOR LYNX**

CENTRAL FLORIDA REGIONAL  
TRANSPORTATION AUTHORITY

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

By: \_\_\_\_\_  
Edward L. Johnson  
Interim Chief Executive Officer

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

AKERMAN SENTERFITT,  
Counsel for LYNX

By: \_\_\_\_\_  
Patrick T. Christiansen, Esq.

Exhibit "A"

DESCRIPTION OF SERVICE AREA

Exhibit "B"

DESCRIPTION OF APPROPRIATED AMOUNT

October through September \$ 4,279,194

<b>Exhibit A - Osceola County Transit Service Costs For FY 2011</b>	
<i>Net Fixed Route Operating Costs</i>	<i>Cost</i>
Link 4	\$
Link 10	
Link 18	
Link 26	
Link 55	
Link 56	
Link 57	
<b>Subtotal:</b>	<b>\$</b>
<i>Paratransit Services Costs:</i>	
American Disability Act (ADA) Funding	\$
Transportation Disadvantage (TD) Funding	
Medicaid	
<b>Subtotal:</b>	<b>\$</b>
<i>Capital Funding Cost:</i>	
\$2 Capital Funding	\$
<i>Funding Adjustments</i>	
Less: Capital Funding Waived	
<b>Subtotal:</b>	<b>\$</b>
<b>Funding Requested from County</b>	<b>\$</b>
<i>City Direct Payments to LYNX</i>	
City of St. Cloud	\$
<b>Subtotal:</b>	<b>\$</b>
<b>Total County Transit Service Cost</b>	<b>\$ 4,279,194</b>



# LYNX Board Agenda

<b>FY2011 Billing Schedule:</b>	
October 2010	\$ 356,600
November 2010	\$ 356,600
December 2010	\$ 356,600
January 2011	\$ 356,600
February 2011	\$ 356,600
March 2011	\$ 356,600
April 2011	\$ 356,600
May 2011	\$ 356,600
June 2011	\$ 356,600
July 2011	\$ 356,600
August 2011	\$ 356,600
September 2011	\$ 356,594
<b>Annual Funding Request from County</b>	<b>\$ 4,279,194</b>

**ADDENDUM TO AGREEMENT**

25. The Funding Partner, on \_\_\_\_\_, adopted a Comprehensive Policy Plan (the "**CPP**"), which calls for specific level of service improvements in public transportation; and

26. The Funding Partner agrees to appropriate up to a maximum of four million two hundred seventy-nine thousand one hundred ninety-four dollars and zero cents (\$4,279,194) to LYNX for fiscal year 2010-2011 for the provision of public transportation services within the Service Agreement in accordance with this Agreement and to be allocated as follows:

(a) The base operating expenditures funding of \$4,279,194 shall be for fixed-route bus service, Access LYNX, and other existing services.

(b) The \$4,279,194 shall be paid by the Funding Partner to LYNX in twelve (12) equal monthly installments by Funding Partner's designated representative and shall be due on the first of each month beginning in October 2010, and payable no later than thirty (30) days after the due date. The first such payment under this Agreement shall be made no sooner than October 1, 2010 or the execution date of this Agreement. Notwithstanding the foregoing, in the event LYNX fails to submit the required quarterly reports or fails to comply with any material terms of this Agreement, the Funding Partner reserves the right to withhold the monthly payment pursuant to Paragraph 3, of this Agreement.

27. In order to achieve further operating efficiencies, the parties agree as follows:

(a) The County and LYNX will continue to meet to study and review whether there are savings, if any, available in the event there is placed in Osceola County an operation base to service, among other routes, those routes in Osceola County.

(b) If it is reasonably determined that said savings are possible with the establishment of a facility in Osceola County, then the parties will further discuss the location, cost, timing and other matter associated with said facility. The parties will further determine whether there are any "net savings" available to the County as set forth below.

(c) For the purposes of determining any net savings that may result from an operation base in Osceola County, the parties will utilize the current "regional model" recognizing that the cost of an additional operating base will be the cost associated within the entire LYNX system and its funding partners and the savings will be savings that will be attributed to the entire system. The "net savings" to the County would be based upon its share of the funding formula that would be derived by the elimination of service hours attributed to decreased deadhead hours.

28. The City of St. Cloud (the "**City**") is located within Osceola County, and LYNX has a separate funding arrangement with the City for transit services located within the City. In that regard, LYNX has adjusted the County funding request by the amounts paid by the City as indicated in **Exhibit "B"** of this Agreement.

**SERVICE FUNDING AGREEMENT**

by and between  
**LAKE COUNTY, FLORIDA**  
and  
**LYNX**

**THIS SERVICE FUNDING AGREEMENT (“Agreement”)** is made and entered into by and between **LAKE COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida, whose principal address is 315 West Main Street, Suite 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**, Part II, Chapter 163, Florida Statutes (the “**Local Government Comprehensive Planning and Land Development Regulation Act**”), provides, *inter alia*, that specific public facilities and services must be available concurrently with the impacts of development; and

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

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

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

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

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

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

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

**WHEREAS**, the Funding Partner and LYNX entered into an Interlocal Agreement for Public Transit Services dated as of \_\_\_\_\_ (the “**Prior Fiscal Year Funding Agreement**”) pursuant to which the Funding Partner agreed to appropriate funds to

LYNX for fiscal year from October 1, 2009 to September 30, 2010 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, 2010; and

**WHEREAS**, the Funding Partner has budgeted funds for the fiscal year beginning on October 1, 2010 and ending on September 30, 2011 (“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. **Definitions**. The following capitalized terms shall have the following meanings:

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

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

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

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

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

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

“**Fiscal Year**” or “**Current Fiscal Year**” means the twelve (12) month period commencing October 1, 2010 and ending the following September 30, 2011.

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

“**FDOT**” means the Florida Department of Transportation.

“**FTA**” means the Federal Transit Association.

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

“**Next Fiscal Year**” means the twelve (12) month period immediately following the Current Fiscal Year, and is the period commencing October 1, 2011 and ending the following September 30, 2012.

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

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

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

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

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

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

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

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

3. **Funding Partner Obligations.**

(a) **Current Fiscal Year.**

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

(ii) The Appropriated Amount shall be paid by the Funding Partner to LYNX in twelve (12) equal monthly installments, with each installment being due on the first day of each month. The first installment payment shall be due upon the later of (x) October 1, 2010 or (y) thirty (30) days after the execution date of this Agreement; and any other installment payments which would be due prior to the execution date of this Agreement shall also be paid within thirty (30) days after the execution date of this Agreement.

(b) **Next Fiscal Year.**

(i) If, prior to the termination date of this Agreement (as set forth in Section 20 below), the Funding Partner and LYNX have not reached a written agreement setting forth an appropriation to LYNX for the next Fiscal Year, then, notwithstanding the expiration of this Agreement at the end of the applicable Fiscal Year and in order to continue the Public Transportation after said expiration, the Funding Partner shall continue to pay LYNX for the Next Fiscal Year the amount set forth below.

(ii) The amount to be paid under clause (i) shall be the New Appropriated Amount provided that the Boards of both the Funding Partner and LYNX have so approved that amount. This Amount shall be paid as set forth in clause (v) below.

(iii) In the event the New Appropriated Amount actually approved by the Board of the Funding Partner at its budget adoption is less than what had been scheduled by the Funding Partner prior to said adoption hearing, then, in that event, LYNX may immediately or as soon as practicable for the Next Fiscal Year reduce the scope of service to be provided hereunder so as to be in line with the New Appropriated Amount.

(iv) In the event the Funding Partner has not by the end of the Current Fiscal Year, adopted a New Appropriated Amount, then the amount to be paid will be equal to the Appropriated Amount for the Current Fiscal Year. This Amount will be paid as set forth in clause (v) below. At such time thereafter as the Funding Partner has adopted a New Appropriated Amount, then, in that event, the parties will adjust and reconcile between themselves any adjustment to the payments that would have been made to LYNX by the Funding Partner for the Current Fiscal Year and the service to be provided hereunder will be adjusted to be in line with the New Appropriated Amount.

(v) The amount to be paid under this subparagraph (b) shall be paid in equal monthly installments (the "**Post-Termination Payment**") due on the first day of each month until the earliest to occur of the following: (i) LYNX and the Funding Partner reach a written agreement setting forth a different appropriation for the Next Fiscal Year; (ii) one hundred twenty (120) days following that date that the Funding Partner, through action taken by its governing board, notifies LYNX in writing that it wishes to terminate this Agreement and no longer receive

from LYNX the Public Transportation services provided herein; or (iii) the date that LYNX actually discontinues the Public Transportation services to the Funding Partner. If LYNX and the Funding Partner fail to reach and execute an agreement setting forth an appropriation for the next Fiscal Year by December 31, 2011, then LYNX may, within its discretion, reduce, eliminate or discontinue the provision of Public Transportation services to the Funding Partner immediately upon providing the Funding Partner with written notice of same.

(c) If, as a result of Section 3(b), the Funding Partner makes any payments to LYNX for the next Fiscal Year, then, in that event, the parties will reconcile the difference between the amount that was paid and the amount that has been agreed to be appropriated for the next Fiscal Year in the first month following the execution of the written agreement setting forth an appropriation for the next Fiscal Year.

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

4. **LYNX Obligations.**

(a) **Service.** LYNX agrees to provide Public Transportation within the Service Area during the Fiscal Year. LYNX shall request written approval from the Funding Partner prior to implementing any of the following changes which may result in a greater than two percent (2%) increase or decrease of Fixed-Route Service hours within the Service Area (as computed on an annual basis), which written approval shall not be unreasonably withheld or delayed:

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

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

(b) **Quarterly Reporting.** For the purposes of operations and management analysis, LYNX agrees to provide the Funding Partner quarterly written performance reports reflecting the LYNX operations of the prior quarter. The quarterly reporting periods shall end on December 31, March 31, June 30 and September 30 and said reports

shall be submitted to the Funding Partner's Office of Management and Budget and Growth Management Departments within forty-five (45) days after the end of each quarter. Each quarterly report will include the following items:

- (i) Maps and schedules for each route operating in the Service Area.
- (ii) Official LYNX monthly ridership reports showing a breakdown of actual aggregate ridership by mode (i.e., Fixed-Route Service, LYMMO, Access LYNX, Van Plan and special shuttles).
- (iii) An operational service characteristics report for current services provided, which would include (1) revenue hours, (2) revenue miles, and (3) unlinked passenger trips.
- (iv) A comparison of actual revenue and expenditures to budgeted revenues and expenditures with explanations for variances that exceed \$50,000.
- (v) A route performance report, which reports and ranks each route which is located in the County for the Funding Partner, monthly based on the following:
  - (A) Subsidy per Passenger Trip
  - (B) Passengers per trip
  - (C) Passengers per Revenue Hour
  - (D) Passengers per Revenue Mile
  - (E) Percent farebox return (i.e., percent of Operating Expenses recovered through farebox).
- (vi) Current and contemporaneous versions of the LYNX regional model, which is the model used by LYNX to apportion total Operating Expenses, less adjustments, to the Funding Partners based on Fixed-Route Service hours, ADA client trips, and flex-service hours in their service area.
  - (A) A comparison of scheduled versus actual Revenue Miles.
  - (B) A comparison of scheduled versus actual Revenue Hours.
  - (C) A schedule of unanticipated extraordinary expenses for the prior quarter.
  - (D) A list of changes to authorized staffing.
  - (E) A schedule of total training and travel expenditures for each LYNX board member and employee for the immediately preceding quarter. This schedule should specify the training event name, attendee



name(s), date(s) of travel and/or training, event location, and total expenses of each trip.

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

(c) **Additional Reporting.** On an annual basis, within thirty (30) days of receipt, LYNX shall provide the Funding Partner with a copy of all external audits, a copy of the Comprehensive Annual Financial Report, which shall include the Report on Internal Controls, Report on Compliance with Laws and Regulations, and a copy of the management letter.

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

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

7. **Termination of Agreement.**

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

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

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

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

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

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

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

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

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

14. **Severability.** In the event that any section, paragraph, sentence, clause or provision hereof be held by a court of competent jurisdiction to be invalid, such shall not affect

the remaining portions of this Agreement which remaining portions shall remain in full force and effect.

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

16. **Governing Law.** This Agreement shall be governed by and construed in accordance with the law of the State of Florida. The parties to this Agreement agree to comply with all applicable federal, state, and local laws, ordinances, rules and regulations pertaining to the actions contemplated by this Agreement.

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

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

- As to Funding Partner: Lake County  
PO Box 7800  
Tavares, Florida 32778  
Attn: County Manager
  
- With copy to: Lake County Services Building  
PO Box 7800  
Tavares, Florida 32778  
Attn: Planning and Development Director
  
- With copy to: Lake County Services Building  
PO Box 7800  
Tavares, Florida 32778  
Attn: Fiscal Services Director
  
- As to LYNX: Central Florida Regional Transportation Authority  
455 North Garland Avenue  
Orlando, Florida 32801-1518  
Attn: Edward L. Johnson, Interim Chief Executive Officer
  
- With copy to: Central Florida Regional Transportation Authority  
455 North Garland Avenue  
Orlando, Florida 32801-1518  
Attn: Albert J. Francis, II, Chief Financial Officer

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

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

20. **Effective Date.** The effective date of this Agreement shall be the date of its execution by the last party to execute this Agreement. Unless terminated earlier in accordance with Section 7 of this Agreement, this Agreement will terminate on September 30, 2011, except for the provisions of this Agreement which by their terms survive the termination of this Agreement and is effective.

21. **Negotiations.** The parties to this Agreement acknowledge that all terms of this Agreement were negotiated at arm's-length and that this Agreement and all documents executed in connection herewith were prepared and executed without undue influence exerted by any party or on any party. Further, all parties drafted this Agreement jointly, and no parties are entitled to the benefit of any rules of construction with respect to the interpretation of any terms, conditions, or provisions of this Agreement in favor of or against any person or party who drafted this Agreement.

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

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

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

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

[Signatures appear on following page]

**SIGNATURE PAGE FOR FUNDING PARTNER**

**ATTEST:**

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

Clerk to the Board of County  
Commissioners of Lake County,  
Florida

For the use and reliance of Lake County  
only.

Approved as to form and legal sufficiency.

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

**FUNDING PARTNER:**

BOARD OF COUNTY COMMISSIONERS  
OF LAKE COUNTY, FLORIDA

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

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

As authorized for execution by the Board of  
County Commissioners at their \_\_\_\_\_,  
2010 regular meeting.

**SIGNATURE PAGE FOR LYNX**

CENTRAL FLORIDA REGIONAL  
TRANSPORTATION AUTHORITY

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

Edward L. Johnson  
Interim Chief Executive Officer

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

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

AKERMAN SENTERFITT,  
Counsel for LYNX

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

Patrick T. Christiansen, Esq.

Exhibit "A"

DESCRIPTION OF SERVICE AREA

Exhibit "B"

**DESCRIPTION OF APPROPRIATED AMOUNT**

October through September                      \$ 293,916

<b>Exhibit A - Lake County Transit Service Costs For FY 2011</b>	
<i>Net Fixed Route Operating Costs</i>	<i>Cost</i>
Link 204	\$ 262,908
Link 55	153,391
<b>Subtotal:</b>	<b>\$ 416,299</b>
Less: Estimated Fares	(45,687)
<b>Total County Transit Service Cost</b>	<b>\$ 293,916</b>

<b>FY2011 Billing Schedule:</b>	
October 2010	\$ 24,493
November 2010	\$ 24,493
December 2010	\$ 24,493
January 2011	\$ 24,493
February 2011	\$ 24,493
March 2011	\$ 24,493
April 2011	\$ 24,493
May 2011	\$ 24,493
June 2011	\$ 24,493
July 2011	\$ 24,493
August 2011	\$ 24,493
September 2011	\$ 24,493
<b>Annual Funding Request from County</b>	<b>\$ 293,916</b>



**ADDENDUM TO AGREEMENT**

25. The Funding Partner, on \_\_\_\_\_, adopted a Comprehensive Policy Plan (the "**CPP**"), which calls for specific level of service improvements in public transportation; and

26. The Funding Partner agrees to appropriate up to a maximum of two hundred ninety-three thousand nine hundred sixteen dollars and zero cents (\$293,916) to LYNX for fiscal year 2010-2011 for the provision of public transportation services within the Service Agreement in accordance with this Agreement and to be allocated as follows:

(a) The base operating expenditures funding of \$293,916 shall be for fixed-route bus service, Access LYNX, and other existing services.

(b) The \$293,916 shall be paid by the Funding Partner to LYNX in twelve (12) equal monthly installments by Funding Partner's designated representative and shall be due on the first of each month beginning in October 2010, and payable no later than thirty (30) days after the due date. The first such payment under this Agreement shall be made no sooner than October 1, 2010 or the execution date of this Agreement. Notwithstanding the foregoing, in the event LYNX fails to submit the required quarterly reports or fails to comply with any material terms of this Agreement, the Funding Partner reserves the right to withhold the monthly payment pursuant to Section 3, of this Agreement.

**SERVICE FUNDING AGREEMENT**

**by and between  
CITY OF ORLANDO, FLORIDA  
and  
LYNX**

**THIS SERVICE FUNDING AGREEMENT** (“**Agreement**”) is made and entered into as of October 1, 2010, by and between the City of Orlando, Florida, a charter city and political subdivision of the State of Florida, whose principal address is 400 South Orange Avenue, Orlando, Florida 32802 (hereinafter the “**Funding Partner**”), and the CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY, a body politic and corporate created pursuant to Part II, Chapter 343, Florida Statutes, whose principal address is 455 North Garland Avenue, Orlando, Florida 32801 (hereinafter “**LYNX**”).

**WITNESSETH**

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

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

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

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

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

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

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

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

**WHEREAS**, the Funding Partner and LYNX entered into a Funding Agreement, dated as of October 28, 2009 (the “**Prior Fiscal Year Funding Agreement**”) pursuant to which the Funding Partner agreed to appropriate funds to LYNX for fiscal year 2010 (October 1, 2009 - September

30, 2010) 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, 2010; and

WHEREAS, the Funding Partner has budgeted funds for the fiscal year beginning on October 1, 2010 and ending on September 30, 2011 (“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 within the Service Area only.

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

1. **Recitals.** The Funding Partner and LYNX hereby declare that the Recitals set forth above are true and correct and are incorporated herein and made a part of this Agreement.

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

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

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

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

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

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

“**Fiscal Year**” means the twelve (12) month period commencing October 1, 2010 and ending the following September 30, 2011.

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

“**LYMMO**” means the Downtown Orlando bus rapid transit circulator operating under the name of LYMMO.

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

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

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

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

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

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

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

“**Service Area**” means generally the unincorporated area of the Funding Partner.

3. **Funding Partner Obligations.**

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

(b) The Appropriated Amount shall be paid by the Funding Partner to LYNX in four (4) equal quarterly installments, with each installment being due on the first day of each quarter. The first installment payment shall be due upon the later of (x) October 1, 2010 or (y) the execution date of this Agreement.

(c) If, prior to the termination date of this Agreement (as set forth in Section 19 below), the Funding Partner and LYNX fail to reach a written agreement setting forth an appropriation to LYNX for the next Fiscal Year, then, notwithstanding the termination of this Agreement, the Funding Partner shall continue to pay LYNX the monthly installment amounts due pursuant to Section 3(a)(ii) (the “**Post-Termination Payment**”) on the first day of each month until the earliest to occur of the following: (i) LYNX and the Funding Partner reach a written agreement setting forth an appropriation for the next Fiscal Year; (ii) ninety (90) days following that date that the Funding Partner, through action taken by its governing board, notifies LYNX in writing that it wishes to terminate this Agreement and no longer receive from LYNX the Public Transportation services provided herein; or (iii) the date that LYNX actually

discontinues the Public Transportation services to the Funding Partner. If so elected by LYNX, the Post-Termination Payment shall be adjusted to reflect the increase or decrease, as the case may be, in the hourly rate that the LYNX governing board approves for the next Fiscal Year, at such time as the LYNX governing board approves such new hourly rate. If LYNX and the Funding Partner fail to reach an agreement setting forth an appropriation for the next Fiscal Year by December 31, 2011, then LYNX may, within its discretion, reduce, eliminate or discontinue the provision of Public Transportation services to the Funding Partner immediately upon providing the Funding Partner with written notice of same.

(d) If, as a result of Section 3(b), the Funding Partner makes any payments to LYNX for the next Fiscal Year, then, in that event, the parties will reconcile the difference between the amount that was paid and the amount that has been agreed to be appropriated for the next Fiscal Year in the first month following the execution of the written agreement setting forth an appropriation for the next Fiscal Year.

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

4. **LYNX Obligations.**

(a) **Service.** LYNX agrees to provide Public Transportation within the Service Area during the Fiscal Year. LYNX shall request written approval from the Funding Partner prior to implementing any of the following changes which may result in a greater than 2% increase or decrease of Fixed-Route Service hours within the Service Area (as computed on an annual basis), which written approval shall not be unreasonably withheld or delayed:

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

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

- (i) Maps and schedules for each route operating in the Service Area.

(ii) Official LYNX monthly ridership reports showing a breakdown of actual aggregate ridership by mode (i.e., Fixed-Route Service, LYMMO, Access LYNX, Van Plan and special shuttles).

(iii) An operational service characteristics report for current services provided, which would include (1) revenue hours, (2) revenue miles, and (3) unlinked passenger trips.

(iv) A comparison of actual revenue and expenditures to budgeted revenues and expenditures with explanations for variances that exceed \$50,000.

(v) A route performance report, which reports and ranks each route which is located in the County for the Funding Partner, monthly based on the following:

(A) Subsidy per Passenger Trip

(B) Passengers per trip

(C) Passengers per Revenue Hour

(D) Passengers per Revenue Mile

(E) Percent farebox return (i.e., percent of Operating Expenses recovered through farebox).

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

(A) A comparison of scheduled versus actual Revenue Miles.

(B) A comparison of scheduled versus actual Revenue Hours.

(C) A schedule of unanticipated extraordinary expenses for the prior quarter.

(D) A list of changes to authorized staffing.

(E) A schedule of total training and travel expenditures for each LYNX board member and employee for the immediately preceding quarter. This schedule should specify the training event name, attendee name(s), date(s) of travel and/or training, event location, and total expenses of each trip.

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

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

Comprehensive Annual Financial Report, which shall include the Report on Internal Controls, Report on Compliance with Laws and Regulations, and a copy of the management letter.

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

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

7. **Termination of Agreement.**

(a) **For Cause.** If LYNX or the Funding Partner (the "**Breaching Party**") fails to fulfill any material covenant, term or condition of this Agreement, the other party (the "**Non-Breaching Party**") shall give the Breaching Party written notice of such failure or violation. If such failure or violation is not cured within thirty (30) days from the date on which the Breaching Party receives such notice, the Non-Breaching Party may terminate this Agreement, which shall be effective upon thirty (30) days following the Breaching Party's receipt of a written notice from the Non-Breaching Party to that effect or such later date as specified in the notice.

(b) **For Convenience.** Either LYNX or the Funding Partner may terminate this Agreement at any time upon giving notice to that effect. Such termination shall be effective upon thirty (30) days receipt of written notice of termination from the party desiring to terminate this Agreement or such later date as specified in the notice.

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

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

10. **Record Keeping Procedure.** LYNX shall keep and maintain accurate records of all services rendered in the performance of this Agreement and shall keep such records open to inspection by the Funding Partner at reasonable hours during the entire term of this Agreement,

plus three (3) years after expiration or termination of this Agreement. If any litigation, claim or audit is commenced prior to the expiration of the three (3) year period and extends beyond such period, the records shall be maintained until all litigation, including appeals, claims or audits have been concluded or resolved. Any person authorized by the Funding Partner shall have access to and the right to examine any of the records.

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

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

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

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

15. **Governing Law.** This Agreement shall be governed by and construed in accordance with the law of the State of Florida. The parties to this Agreement agree to comply with all applicable federal, state, and local laws, ordinances, rules and regulations pertaining to the actions contemplated by this Agreement.

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

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



As to Funding Partner: City of Orlando  
Transportation Planning Bureau  
400 South Orange Avenue, P.O. Box 44990  
Orlando, Florida 32802-4990  
Attn: Director of Transportation

With copy to: City of Orlando  
400 South Orange Avenue  
Orlando, Florida 32801  
Attn: City Attorney's Office

As to LYNX: Central Florida Regional Transportation Authority  
455 North Garland Avenue  
Orlando, Florida 32801-1518  
Attn: Edward L. Johnson, Interim Chief Executive Officer

With copy to: Central Florida Regional Transportation Authority  
455 North Garland Avenue  
Orlando, Florida 32801-1518  
Attn: Albert J. Francis, II, Chief Financial Officer

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

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

19. **Effective Date.** The effective date of this Agreement shall be as of the date first set forth above. Unless terminated earlier in accordance with Section 7 of this Agreement, this Agreement will terminate on September 30, 2011, except for the provisions of this Agreement which by their terms survive the termination of this Agreement.

20. **Negotiations.** The parties to this Agreement acknowledge that all terms of this Agreement were negotiated at arm's-length and that this Agreement and all documents executed in connection herewith were prepared and executed without undue influence exerted by any party or on any party. Further, all parties drafted this Agreement jointly, and no parties are entitled to the benefit of any rules of construction with respect to the interpretation of any terms, conditions, or provisions of this Agreement in favor of or against any person or party who drafted this Agreement.

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

22. **Recording.** This Agreement shall be filed with the Clerk of the City Court of Orange County, Florida, or such other public official responsible under general or special law for the public records of Orange County, Florida, in accordance with Section 163.01, Florida Statutes.

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

24. **Addendum.** There is attached hereto a certain Addendum consisting of \_\_\_ pages. To the extent there is a conflict between the terms of this Agreement and the terms of the Addendum, the terms of the Addendum will govern.

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

[Signatures appear on following page]

**SIGNATURE PAGE FOR FUNDING PARTNER**

**FUNDING PARTNER:**

CITY OF ORLANDO

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

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

**ATTEST:**

By: \_\_\_\_\_  
Deputy Clerk

**SIGNATURE PAGE FOR LYNX**

CENTRAL FLORIDA REGIONAL  
TRANSPORTATION AUTHORITY

By: \_\_\_\_\_  
Edward L. Johnson  
Interim Chief Executive Officer

**STATE OF FLORIDA  
COUNTY OF ORANGE**

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2010, by \_\_\_\_\_, and s/he acknowledged before me that s/he executed the foregoing instrument on behalf of CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY as its true act and deed, and that s/he was authorized to do so.

\_\_\_\_\_  
Name:  
Notary Public  
Serial Number:  
Commission Expires:  
STATE OF FLORIDA  
COUNTY OF ORANGE

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.

Exhibit "A"

DESCRIPTION OF APPROPRIATED AMOUNT

October through September                      \$ 3,482,292

<b>Exhibit A City of Orlando Transit Service Costs For FY 2011</b>	
<b>Total County Transit Service Cost</b>	<b>\$ 3,482,292</b>

<b>FY2011 Billing Schedule:</b>	
October 2010	\$ 870,573
January 2011	\$ 870,573
April 2011	\$ 870,573
July 2011	\$ 870,573
<b>Annual Funding Request from City</b>	<b>\$ 3,482,292</b>

Exhibit "B"

DESCRIPTION OF SERVICES

**ADDENDUM TO AGREEMENT**

25. WHEREAS, the Funding Partner, on \_\_\_\_\_, adopted a Comprehensive Policy Plan (the “CPP”), which calls for specific level of service improvements in public transportation; and

26. The Funding Partner agrees to appropriate up to a maximum of three million four hundred eighty-two thousand two hundred ninety-two dollars and zero cents (\$3,482,292) to LYNX for fiscal year 2010-2011 for the provision of public transportation services within the Service Agreement in accordance with this Agreement and to be allocated as follows:

(a) The base operating expenditures funding of \$3,482,292 shall be for fixed route bus service, Access LYNX, and other existing services.

(b) The \$3,482,292 shall be paid by the Funding Partner to LYNX in four (4) equal quarterly installments by Funding Partner’s designated representative and shall be due on the first of each quarter beginning in October 2010, and payable no later than thirty (30) days after the due date. The first such payment under this Agreement shall be made no sooner than October 1, 2010 or the execution date of this Agreement. Notwithstanding the foregoing, in the event LYNX fails to submit the required quarterly reports or fails to comply with any material terms of this Agreement, the Funding Partner reserves the right to withhold the monthly payment pursuant to Section 3, of this Agreement.

27. The LYMMO services will be invoices in accordance with the terms set forth in a separate interlocal agreement between the City of Orlando and LYNX.

**SERVICE FUNDING AGREEMENT**  
**by and between**  
**CITY OF ALTAMONTE SPRINGS, FLORIDA**  
**and**  
**LYNX**

THIS SERVICE FUNDING AGREEMENT (“Agreement”) is made and entered into as of October 1, 2010, by and between the City of Altamonte Springs, Florida, a charter city and political subdivision of the State of Florida, whose principal address is 225 Newburyport Avenue, Altamonte Springs, Florida 32701 (hereinafter the “Funding Partner”), and the CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY, a body politic and corporate created pursuant to Part II, Chapter 343, Florida Statutes, whose principal address is 455 North Garland Avenue, Orlando, Florida 32801 (hereinafter “LYNX”).

**WITNESSETH**

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

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

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

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

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

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

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

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

WHEREAS, the Funding Partner and LYNX entered into a Funding Agreement, dated as of October 1, 2009 (the “Prior Fiscal Year Funding Agreement”) pursuant to which the Funding Partner agreed to appropriate funds to LYNX for fiscal year 2010 (October 1, 2009 - September



30, 2010) 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, 2010; and

WHEREAS, the Funding Partner has budgeted funds for the fiscal year beginning on October 1, 2010 and ending on September 30, 2011 (“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 within the Service Area only.

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:

28. **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.

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

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

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

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

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

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

“Fiscal Year” means the twelve (12) month period commencing October 1, 2010 and ending the following September 30, 2011.

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

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

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

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

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

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

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

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

“Service Area” means generally the unincorporated area of the Funding Partner.

1. Funding Partner Obligations.

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

(b) The Appropriated Amount shall be paid by the Funding Partner to LYNX in four (4) equal quarterly installments, with each installment being due on the first day of each quarter. The first installment payment shall be due upon the later of (x) October 1, 2010 or (y) the execution date of this Agreement.

(c) If, prior to the termination date of this Agreement (as set forth in Section 19 below), the Funding Partner and LYNX fail to reach a written agreement setting forth an appropriation to LYNX for the next Fiscal Year, then, notwithstanding the termination of this Agreement, the Funding Partner shall continue to pay LYNX the monthly installment amounts due pursuant to Section 33(a)(ii) (the “**Post-Termination Payment**”) on the first day of each month until the earliest to occur of the following: (i) LYNX and the Funding Partner reach a written agreement setting forth an appropriation for the next Fiscal Year; (ii) ninety (90) days following that date that the Funding Partner, through action taken by its governing board, notifies LYNX in writing that it wishes to terminate this Agreement and no longer receive from LYNX the Public Transportation services provided herein; or (iii) the date that LYNX actually discontinues the Public Transportation services to the Funding Partner. If so elected by LYNX, the Post-Termination Payment shall be adjusted to reflect the increase or decrease, as the case may be, in the hourly rate that the LYNX governing board approves for the next Fiscal Year, at

such time as the LYNX governing board approves such new hourly rate. If LYNX and the Funding Partner fail to reach an agreement setting forth an appropriation for the next Fiscal Year by December 31, 2010, then LYNX may, within its discretion, reduce, eliminate or discontinue the provision of Public Transportation services to the Funding Partner immediately upon providing the Funding Partner with written notice of same.

(d) If, as a result of Section 33(b), the Funding Partner makes any payments to LYNX for the next Fiscal Year, then, in that event, the parties will reconcile the difference between the amount that was paid and the amount that has been agreed to be appropriated for the next Fiscal Year in the first month following the execution of the written agreement setting forth an appropriation for the next Fiscal Year.

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

2. **LYNX Obligations.**

(a) **Service.** LYNX agrees to provide Public Transportation within the Service Area during the Fiscal Year. LYNX shall request written approval from the Funding Partner prior to implementing any of the following changes which may result in a greater than 2% increase or decrease of Fixed-Route Service hours within the Service Area (as computed on an annual basis), which written approval shall not be unreasonably withheld or delayed:

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

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

- (i) Maps and schedules for each route operating in the Service Area.

(ii) Official LYNX monthly ridership reports showing a breakdown of actual aggregate ridership by mode (i.e., Fixed-Route Service, LYMMO, Access LYNX, Van Plan and special shuttles).

(iii) An operational service characteristics report for current services provided, which would include (1) revenue hours, (2) revenue miles, and (3) unlinked passenger trips.

(iv) A comparison of actual revenue and expenditures to budgeted revenues and expenditures with explanations for variances that exceed \$50,000.

(v) A route performance report, which reports and ranks each route which is located in the County for the Funding Partner, monthly based on the following:

(A) Subsidy per Passenger Trip

(B) Passengers per trip

(C) Passengers per Revenue Hour

(D) Passengers per Revenue Mile

(E) Percent farebox return (i.e., percent of Operating Expenses recovered through farebox).

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

(A) A comparison of scheduled versus actual Revenue Miles.

(B) A comparison of scheduled versus actual Revenue Hours.

(C) A schedule of unanticipated extraordinary expenses for the prior quarter.

(D) A list of changes to authorized staffing.

(E) A schedule of total training and travel expenditures for each LYNX board member and employee for the immediately preceding quarter. This schedule should specify the training event name, attendee name(s), date(s) of travel and/or training, event location, and total expenses of each trip.

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

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

Comprehensive Annual Financial Report, which shall include the Report on Internal Controls, Report on Compliance with Laws and Regulations, and a copy of the management letter.

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

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

5. **Termination of Agreement.**

(a) **For Cause.** If LYNX or the Funding Partner (the "**Breaching Party**") fails to fulfill any material covenant, term or condition of this Agreement, the other party (the "**Non-Breaching Party**") shall give the Breaching Party written notice of such failure or violation. If such failure or violation is not cured within thirty (30) days from the date on which the Breaching Party receives such notice, the Non-Breaching Party may terminate this Agreement, which shall be effective upon thirty (30) days following the Breaching Party's receipt of a written notice from the Non-Breaching Party to that effect or such later date as specified in the notice.

(b) **For Convenience.** Either LYNX or the Funding Partner may terminate this Agreement at any time upon giving notice to that effect. Such termination shall be effective upon thirty (30) days receipt of written notice of termination from the party desiring to terminate this Agreement or such later date as specified in the notice.

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

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

8. **Record Keeping Procedure.** LYNX shall keep and maintain accurate records of all services rendered in the performance of this Agreement and shall keep such records open to inspection by the Funding Partner at reasonable hours during the entire term of this Agreement,

plus three (3) years after expiration or termination of this Agreement. If any litigation, claim or audit is commenced prior to the expiration of the three (3) year period and extends beyond such period, the records shall be maintained until all litigation, including appeals, claims or audits have been concluded or resolved. Any person authorized by the Funding Partner shall have access to and the right to examine any of the records.

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

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

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

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

13. **Governing Law.** This Agreement shall be governed by and construed in accordance with the law of the State of Florida. The parties to this Agreement agree to comply with all applicable federal, state, and local laws, ordinances, rules and regulations pertaining to the actions contemplated by this Agreement.

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

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

## LYNX Board Agenda

As to Funding Partner: City of Altamonte Springs  
Transportation Planning Bureau  
225 Newburyport Avenue  
Altamonte Springs, Florida 32701  
Attention: City Manager

With copy to: City of Altamonte Springs  
225 Newburyport Avenue  
Altamonte Springs, FL 32701  
Attention: Community Redevelopment Agency  
& Planning Services

As to LYNX: Central Florida Regional Transportation Authority  
455 North Garland Avenue  
Orlando, Florida 32801-1518  
Attn: Edward L. Johnson, Interim Chief Executive Officer

With copy to: Central Florida Regional Transportation Authority  
455 North Garland Avenue  
Orlando, Florida 32801-1518  
Attn: Albert J. Francis, II, Chief Financial Officer

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

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

17. **Effective Date.** The effective date of this Agreement shall be as of the date first set forth above. Unless terminated earlier in accordance with Section 7 of this Agreement, this Agreement will terminate on September 30, 2011, except for the provisions of this Agreement which by their terms survive the termination of this Agreement.

18. **Negotiations.** The parties to this Agreement acknowledge that all terms of this Agreement were negotiated at arm's-length and that this Agreement and all documents executed in connection herewith were prepared and executed without undue influence exerted by any party or on any party. Further, all parties drafted this Agreement jointly, and no parties are entitled to the benefit of any rules of construction with respect to the interpretation of any terms, conditions, or provisions of this Agreement in favor of or against any person or party who drafted this Agreement.

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

20. **Recording.** This Agreement shall be filed with the Clerk of the City Court of Seminole County, Florida, or such other public official responsible under general or special law for the public records of Seminole County, Florida, in accordance with Section 163.01, Florida Statutes.

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

22. **Addendum.** There is attached hereto a certain Addendum consisting of \_\_\_ pages. To the extent there is a conflict between the terms of this Agreement and the terms of the Addendum, the terms of the Addendum will govern.

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

[Signatures appear on following page]



**SIGNATURE PAGE FOR FUNDING PARTNER**

**FUNDING PARTNER:**

CITY OF ALTAMONTE SPRINGS

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

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

**ATTEST:**

By: \_\_\_\_\_  
Deputy Clerk

**SIGNATURE PAGE FOR LYNX**

CENTRAL FLORIDA REGIONAL  
TRANSPORTATION AUTHORITY

By: \_\_\_\_\_  
Edward L. Johnson  
Interim Chief Executive Officer

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledge before me this \_\_\_\_\_ day of \_\_\_\_\_, 2010, by \_\_\_\_\_, and s/he acknowledged before me that s/he executed the foregoing instrument on behalf of CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY as its true act and deed, and that s/he was authorized to do so.

\_\_\_\_\_  
Name:  
Notary Public  
Serial Number:  
Commission Expires:  
STATE OF FLORIDA  
COUNTY OF ORANGE

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.



Exhibit "B"

DESCRIPTION OF SERVICES

**ADDENDUM TO AGREEMENT**

23. WHEREAS, the Funding Partner, on \_\_\_\_\_, adopted a Comprehensive Policy Plan (the “CPP”), which calls for specific level of service improvements in public transportation; and

24. The Funding Partner agrees to appropriate up to a maximum of one hundred twenty thousand nine hundred dollars and zero cents (\$120,900) to LYNX for fiscal year 2010-2011 for the provision of public transportation services within the Service Agreement in accordance with this Agreement and to be allocated as follows:

(a) The base operating expenditures funding of \$120,900 shall be for fixed route bus service, Access LYNX, and other existing services.

(b) The \$120,900 shall be paid by the Funding Partner to LYNX in four (4) equal quarterly installments by Funding Partner’s designated representative and shall be due on the first of each quarter beginning in October 2010, and payable no later than thirty (30) days after the due date. The first such payment under this Agreement shall be made no sooner than October 1, 2010 or the execution date of this Agreement. Notwithstanding the foregoing, in the event LYNX fails to submit the required quarterly reports or fails to comply with any material terms of this Agreement, the Funding Partner reserves the right to withhold the monthly payment pursuant to Section 3, of this Agreement.

**SERVICE FUNDING AGREEMENT**

**by and between  
CITY OF SANFORD, FLORIDA  
and  
LYNX**

**THIS SERVICE FUNDING AGREEMENT (“Agreement”)** is made and entered into as of October 1, 2010, by and between City of Sanford, Florida, a charter city and political subdivision of the State of Florida, whose principal address is 300 N. Park Avenue, Sanford, Florida 32771 (hereinafter the “Funding Partner”), and the CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY, a body politic and corporate created pursuant to Part II, Chapter 343, Florida Statutes, whose principal address is 455 North Garland Avenue, Orlando, Florida 32801 (hereinafter “LYNX”).

**WITNESSETH**

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

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

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

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

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

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

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

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

WHEREAS, the Funding Partner and LYNX entered into a Funding Agreement, dated as of October 1, 2009 (the “Prior Fiscal Year Funding Agreement”) pursuant to which the Funding Partner agreed to appropriate funds to LYNX for fiscal year 2010 (October 1, 2009 - September

30, 2010) 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, 2010; and

WHEREAS, the Funding Partner has budgeted funds for the fiscal year beginning on October 1, 2010 and ending on September 30, 2011 (“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 within the Service Area only.

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

1. **Recitals.** The Funding Partner and LYNX hereby declare that the Recitals set forth above are true and correct and are incorporated herein and made a part of this Agreement.

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

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

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

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

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

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

“Fiscal Year” means the twelve (12) month period commencing October 1, 2010 and ending the following September 30, 2011.

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

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

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

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

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

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

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

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

“Service Area” means generally the unincorporated area of the Funding Partner.

### 3. Funding Partner Obligations.

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

(b) The Appropriated Amount shall be paid by the Funding Partner to LYNX in twelve (12) equal monthly installments, with each installment being due on the first day of each month. The first installment payment shall be due upon the later of (x) October 1, 2010 or (y) the execution date of this Agreement.

(c) If, prior to the termination date of this Agreement (as set forth in Section 19 below), the Funding Partner and LYNX fail to reach a written agreement setting forth an appropriation to LYNX for the next Fiscal Year, then, notwithstanding the termination of this Agreement, the Funding Partner shall continue to pay LYNX the monthly installment amounts due pursuant to Section 3(a)(ii) (the “**Post-Termination Payment**”) on the first day of each month until the earliest to occur of the following: (i) LYNX and the Funding Partner reach a written agreement setting forth an appropriation for the next Fiscal Year; (ii) ninety (90) days following that date that the Funding Partner, through action taken by its governing board, notifies LYNX in writing that it wishes to terminate this Agreement and no longer receive from LYNX the Public Transportation services provided herein; or (iii) the date that LYNX actually discontinues the Public Transportation services to the Funding Partner. If so elected by LYNX, the Post-Termination Payment shall be adjusted to reflect the increase or decrease, as the case may



be, in the hourly rate that the LYNX governing board approves for the next Fiscal Year, at such time as the LYNX governing board approves such new hourly rate. If LYNX and the Funding Partner fail to reach an agreement setting forth an appropriation for the next Fiscal Year by December 31, 2010, then LYNX may, within its discretion, reduce, eliminate or discontinue the provision of Public Transportation services to the Funding Partner immediately upon providing the Funding Partner with written notice of same.

(d) If, as a result of Section 3(b), the Funding Partner makes any payments to LYNX for the next Fiscal Year, then, in that event, the parties will reconcile the difference between the amount that was paid and the amount that has been agreed to be appropriated for the next Fiscal Year in the first month following the execution of the written agreement setting forth an appropriation for the next Fiscal Year.

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

4. **LYNX Obligations.**

(a) **Service.** LYNX agrees to provide Public Transportation within the Service Area during the Fiscal Year. LYNX shall request written approval from the Funding Partner prior to implementing any of the following changes which may result in a greater than 2% increase or decrease of Fixed-Route Service hours within the Service Area (as computed on an annual basis), which written approval shall not be unreasonably withheld or delayed:

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

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

- (i) Maps and schedules for each route operating in the Service Area.

(ii) Official LYNX monthly ridership reports showing a breakdown of actual aggregate ridership by mode (i.e., Fixed-Route Service, LYMMO, Access LYNX, Van Plan and special shuttles).

(iii) An operational service characteristics report for current services provided, which would include (1) revenue hours, (2) revenue miles, and (3) unlinked passenger trips.

(iv) A comparison of actual revenue and expenditures to budgeted revenues and expenditures with explanations for variances that exceed \$50,000.

(v) A route performance report, which reports and ranks each route which is located in the County for the Funding Partner, monthly based on the following:

(A) Subsidy per Passenger Trip

(B) Passengers per trip

(C) Passengers per Revenue Hour

(D) Passengers per Revenue Mile

(E) Percent farebox return (i.e., percent of Operating Expenses recovered through farebox).

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

(A) A comparison of scheduled versus actual Revenue Miles.

(B) A comparison of scheduled versus actual Revenue Hours.

(C) A schedule of unanticipated extraordinary expenses for the prior quarter.

(D) A list of changes to authorized staffing.

(E) A schedule of total training and travel expenditures for each LYNX board member and employee for the immediately preceding quarter. This schedule should specify the training event name, attendee name(s), date(s) of travel and/or training, event location, and total expenses of each trip.

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

(c) **Additional Reporting.** On an annual basis, within thirty (30) days of receipt, LYNX shall provide the Funding Partner with a copy of all external audits, a copy of the Comprehensive Annual Financial Report, which shall include the Report on Internal Controls, Report on Compliance with Laws and Regulations, and a copy of the management letter.

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

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

7. **Termination of Agreement.**

(a) **For Cause.** If LYNX or the Funding Partner (the "**Breaching Party**") fails to fulfill any material covenant, term or condition of this Agreement, the other party (the "**Non-Breaching Party**") shall give the Breaching Party written notice of such failure or violation. If such failure or violation is not cured within thirty (30) days from the date on which the Breaching Party receives such notice, the Non-Breaching Party may terminate this Agreement, which shall be effective upon thirty (30) days following the Breaching Party's receipt of a written notice from the Non-Breaching Party to that effect or such later date as specified in the notice.

(b) **For Convenience.** Either LYNX or the Funding Partner may terminate this Agreement at any time upon giving notice to that effect. Such termination shall be effective upon thirty (30) days receipt of written notice of termination from the party desiring to terminate this Agreement or such later date as specified in the notice.

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

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

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

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

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

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

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

15. **Governing Law.** This Agreement shall be governed by and construed in accordance with the law of the State of Florida. The parties to this Agreement agree to comply with all applicable federal, state, and local laws, ordinances, rules and regulations pertaining to the actions contemplated by this Agreement.

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

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

## LYNX Board Agenda

As to Funding Partner: City of Sanford  
300 N. Park Avenue  
Sanford, FL 32772  
Attention: City Manager

As to LYNX: Central Florida Regional Transportation Authority  
455 North Garland Avenue  
Orlando, Florida 32801-1518  
Attn: Edward L. Johnson, Interim Chief Executive Officer

With copy to: Central Florida Regional Transportation Authority  
455 North Garland Avenue  
Orlando, Florida 32801-1518  
Attn: Albert J. Francis, II, Chief Financial Officer

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

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

19. **Effective Date.** The effective date of this Agreement shall be as of the date first set forth above. Unless terminated earlier in accordance with Section 7 of this Agreement, this Agreement will terminate on September 30, 2011, except for the provisions of this Agreement which by their terms survive the termination of this Agreement.

20. **Negotiations.** The parties to this Agreement acknowledge that all terms of this Agreement were negotiated at arm's-length and that this Agreement and all documents executed in connection herewith were prepared and executed without undue influence exerted by any party or on any party. Further, all parties drafted this Agreement jointly, and no parties are entitled to the benefit of any rules of construction with respect to the interpretation of any terms, conditions, or provisions of this Agreement in favor of or against any person or party who drafted this Agreement.

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

22. **Recording.** This Agreement shall be filed with the Clerk of the City Court of Seminole County, Florida, or such other public official responsible under general or special law for the public records of Seminole County, Florida, in accordance with Section 163.01, Florida Statutes.

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

24. **Addendum.** There is attached hereto a certain Addendum consisting of \_\_\_ pages. To the extent there is a conflict between the terms of this Agreement and the terms of the Addendum, the terms of the Addendum will govern.

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

[Signatures appear on following page]

**SIGNATURE PAGE FOR FUNDING PARTNER**

**FUNDING PARTNER:**

CITY OF SANFORD

By: \_\_\_\_\_  
Linda Kuhn, Mayor

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

**ATTEST:**

By: \_\_\_\_\_  
Deputy Clerk

**SIGNATURE PAGE FOR LYNX**

CENTRAL FLORIDA REGIONAL  
TRANSPORTATION AUTHORITY

By: \_\_\_\_\_  
Edward L. Johnson  
Interim Chief Executive Officer

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2010, by \_\_\_\_\_, and s/he acknowledged before me that s/he executed the foregoing instrument on behalf of CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY as its true act and deed, and that s/he was authorized to do so.

\_\_\_\_\_  
Name:  
Notary Public  
Serial Number:  
Commission Expires:  
STATE OF FLORIDA  
COUNTY OF ORANGE

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.



Exhibit "A"

DESCRIPTION OF APPROPRIATED AMOUNT

October	\$ 7,750
November	\$ 7,750
December	\$ 7,750
January	\$ 7,750
February	\$ 7,750
March	\$ 7,750
April	\$ 7,750
May	\$ 7,750
June	\$ 7,750
July	\$ 7,750
August	\$ 7,750
September	\$ 7,750
<b>Total</b>	<b>\$ 93,000</b>

Exhibit "B"

DESCRIPTION OF SERVICES

**ADDENDUM TO AGREEMENT**

25. The Funding Partner, on \_\_\_\_\_, adopted a Comprehensive Policy Plan (the "**CPP**"), which calls for specific level of service improvements in public transportation; and

26. The Funding Partner agrees to appropriate up to a maximum of ninety-three thousand dollars and zero cents (\$93,000) to LYNX for fiscal year 2011 for the provision of public transportation services within the Service Agreement in accordance with this Agreement and to be allocated as follows:

(a) The base operating expenditures funding of \$93,000 shall be for fixed-route bus service, Access LYNX, and other existing services.

(b) The \$93,000 shall be paid by the Funding Partner to LYNX in twelve (12) equal monthly installments by Funding Partner's designated representative and shall be due on the first of each month beginning in October 2010, and payable no later than thirty (30) days after the due date. The first such payment under this Agreement shall be made no sooner than October 1, 2010 or the execution date of this Agreement. Notwithstanding the foregoing, in the event LYNX fails to submit the required quarterly reports or fails to comply with any material terms of this Agreement, the Funding Partner reserves the right to withhold the monthly payment pursuant to Section 3, of this Agreement.

**SERVICE FUNDING AGREEMENT**

**by and between  
CITY OF ST. CLOUD, FLORIDA  
and  
LYNX**

**THIS SERVICE FUNDING AGREEMENT (“Agreement”)** is made and entered into as of October 1, 2010, by and between **CITY OF ST. CLOUD, FLORIDA**, a charter city and political subdivision of the State of Florida, whose principal address is 1300 9<sup>th</sup> 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, Part II, Chapter 163, Florida Statutes (the “**Local Government Comprehensive Planning and Land Development Regulation Act**”), provides, *inter alia*, that specific public facilities and services must be available concurrently with the impacts of development; and

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

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

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

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

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

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

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

WHEREAS, the Funding Partner and LYNX entered into a Funding Agreement, dated as of \_\_\_\_\_ (the “**Prior Fiscal Year Funding Agreement**”) pursuant to which the Funding Partner agreed to appropriate funds to LYNX for fiscal year 2010 (October 1,

2009 - September 30, 2010) 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, 2010; and

**WHEREAS**, the Funding Partner has budgeted funds for the fiscal year beginning on October 1, 2010 and ending on September 30, 2011 (“**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 within the Service Area only.

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

1. **Recitals.** The Funding Partner and LYNX hereby declare that the Recitals set forth above are true and correct and are incorporated herein and made a part of this Agreement.

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

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

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

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

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

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

“**Fiscal Year**” means the twelve (12) month period commencing October 1, 2010 and ending the following September 30, 2011.

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

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

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

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

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

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

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

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

“**Service Area**” means generally the unincorporated area of the Funding Partner.

3. **Funding Partner Obligations.**

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

(b) The Appropriated Amount shall be paid by the Funding Partner to LYNX in twelve (12) equal monthly installments, with each installment being due on the first day of each month. The first installment payment shall be due upon the later of (x) October 1, 2010 or (y) the execution date of this Agreement.

(c) If, prior to the termination date of this Agreement (as set forth in Section 19 below), the Funding Partner and LYNX fail to reach a written agreement setting forth an appropriation to LYNX for the next Fiscal Year, then, notwithstanding the termination of this Agreement, the Funding Partner shall continue to pay LYNX the monthly installment amounts due pursuant to Section 3(a)(ii) (the “**Post-Termination Payment**”) on the first day of each month until the earliest to occur of the following: (i) LYNX and the Funding Partner reach a written agreement setting forth an appropriation for the next Fiscal Year; (ii) ninety (90) days following that date that the Funding Partner, through action taken by its governing board, notifies LYNX in writing that it wishes to terminate this Agreement and no longer receive from LYNX the Public Transportation services provided herein; or (iii) the date that LYNX actually discontinues the Public Transportation services to the Funding Partner. If so elected by LYNX, the Post-Termination Payment shall be adjusted to reflect the increase or decrease, as the case may

be, in the hourly rate that the LYNX governing board approves for the next Fiscal Year, at such time as the LYNX governing board approves such new hourly rate. If LYNX and the Funding Partner fail to reach an agreement setting forth an appropriation for the next Fiscal Year by December 31, 2010, then LYNX may, within its discretion, reduce, eliminate or discontinue the provision of Public Transportation services to the Funding Partner immediately upon providing the Funding Partner with written notice of same.

(d) If, as a result of Section 3(b), the Funding Partner makes any payments to LYNX for the next Fiscal Year, then, in that event, the parties will reconcile the difference between the amount that was paid and the amount that has been agreed to be appropriated for the next Fiscal Year in the first month following the execution of the written agreement setting forth an appropriation for the next Fiscal Year.

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

4. **LYNX Obligations.**

(a) **Service.** LYNX agrees to provide Public Transportation within the Service Area during the Fiscal Year. LYNX shall request written approval from the Funding Partner prior to implementing any of the following changes which may result in a greater than 2% increase or decrease of Fixed-Route Service hours within the Service Area (as computed on an annual basis), which written approval shall not be unreasonably withheld or delayed:

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

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

- (i) Maps and schedules for each route operating in the Service Area.

(ii) Official LYNX monthly ridership reports showing a breakdown of actual aggregate ridership by mode (i.e., Fixed-Route Service, LYMMO, Access LYNX, Van Plan and special shuttles).

(iii) An operational service characteristics report for current services provided, which would include (1) revenue hours, (2) revenue miles, and (3) unlinked passenger trips.

(iv) A comparison of actual revenue and expenditures to budgeted revenues and expenditures with explanations for variances that exceed \$50,000.

(v) A route performance report, which reports and ranks each route which is located in the County for the Funding Partner, monthly based on the following:

(A) Subsidy per Passenger Trip

(B) Passengers per trip

(C) Passengers per Revenue Hour

(D) Passengers per Revenue Mile

(E) Percent farebox return (i.e., percent of Operating Expenses recovered through farebox).

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

(A) A comparison of scheduled versus actual Revenue Miles.

(B) A comparison of scheduled versus actual Revenue Hours.

(C) A schedule of unanticipated extraordinary expenses for the prior quarter.

(D) A list of changes to authorized staffing.

(E) A schedule of total training and travel expenditures for each LYNX board member and employee for the immediately preceding quarter. This schedule should specify the training event name, attendee name(s), date(s) of travel and/or training, event location, and total expenses of each trip.

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



(c) **Additional Reporting.** On an annual basis, within thirty (30) days of receipt, LYNX shall provide the Funding Partner with a copy of all external audits, a copy of the Comprehensive Annual Financial Report, which shall include the Report on Internal Controls, Report on Compliance with Laws and Regulations, and a copy of the management letter.

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

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

7. **Termination of Agreement.**

(a) **For Cause.** If LYNX or the Funding Partner (the "**Breaching Party**") fails to fulfill any material covenant, term or condition of this Agreement, the other party (the "**Non-Breaching Party**") shall give the Breaching Party written notice of such failure or violation. If such failure or violation is not cured within thirty (30) days from the date on which the Breaching Party receives such notice, the Non-Breaching Party may terminate this Agreement, which shall be effective upon thirty (30) days following the Breaching Party's receipt of a written notice from the Non-Breaching Party to that effect or such later date as specified in the notice.

(b) **For Convenience.** Either LYNX or the Funding Partner may terminate this Agreement at any time upon giving notice to that effect. Such termination shall be effective upon thirty (30) days receipt of written notice of termination from the party desiring to terminate this Agreement or such later date as specified in the notice.

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

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

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

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

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

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

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

15. **Governing Law.** This Agreement shall be governed by and construed in accordance with the law of the State of Florida. The parties to this Agreement agree to comply with all applicable federal, state, and local laws, ordinances, rules and regulations pertaining to the actions contemplated by this Agreement.

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

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

## LYNX Board Agenda

As to Funding Partner: City of St. Cloud  
1300 9<sup>th</sup> Street  
St. Cloud, FL 34769  
Attention: Thomas Hurt, City Manager

As to LYNX: Central Florida Regional Transportation Authority  
455 North Garland Avenue  
Orlando, Florida 32801-1518  
Attn: Edward L. Johnson, Interim Chief Executive Officer

With copy to: Central Florida Regional Transportation Authority  
455 North Garland Avenue  
Orlando, Florida 32801-1518  
Attn: Albert J. Francis, II, Chief Financial Officer

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

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

19. **Effective Date.** The effective date of this Agreement shall be as of the date first set forth above. Unless terminated earlier in accordance with Section 7 of this Agreement, this Agreement will terminate on September 30, 2011, except for the provisions of this Agreement which by their terms survive the termination of this Agreement.

20. **Negotiations.** The parties to this Agreement acknowledge that all terms of this Agreement were negotiated at arm's-length and that this Agreement and all documents executed in connection herewith were prepared and executed without undue influence exerted by any party or on any party. Further, all parties drafted this Agreement jointly, and no parties are entitled to the benefit of any rules of construction with respect to the interpretation of any terms, conditions, or provisions of this Agreement in favor of or against any person or party who drafted this Agreement.

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

22. **Recording.** This Agreement shall be filed with the Clerk of the City Court of Osceola County, Florida, or such other public official responsible under general or special law for the public records of Osceola County, Florida, in accordance with Section 163.01, Florida Statutes.

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

24. **Addendum.** There is attached hereto a certain Addendum consisting of \_\_\_ pages. To the extent there is a conflict between the terms of this Agreement and the terms of the Addendum, the terms of the Addendum will govern.

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

[Signatures appear on following page]

**SIGNATURE PAGE FOR FUNDING PARTNER**

**FUNDING PARTNER:**

CITY OF ST. CLOUD

By: \_\_\_\_\_  
Donna Hart, Mayor

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

**ATTEST:**

By: \_\_\_\_\_  
Deputy Clerk

**SIGNATURE PAGE FOR LYNX**

CENTRAL FLORIDA REGIONAL  
TRANSPORTATION AUTHORITY

By: \_\_\_\_\_  
Edward L. Johnson  
Interim Chief Executive Officer

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2010, by \_\_\_\_\_, and s/he acknowledged before me that s/he executed the foregoing instrument on behalf of CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY as its true act and deed, and that s/he was authorized to do so.

\_\_\_\_\_  
Name:  
Notary Public  
Serial Number:  
Commission Expires:  
STATE OF FLORIDA  
COUNTY OF ORANGE

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.

Exhibit "A"

DESCRIPTION OF APPROPRIATED AMOUNT

October	\$ 13,500
November	\$ 13,500
December	\$ 13,500
January	\$ 13,500
February	\$ 13,500
March	\$ 13,500
April	\$ 13,500
May	\$ 13,500
June	\$ 13,500
July	\$ 13,500
August	\$ 13,500
September	\$ 13,499
<b>Total</b>	<b>\$ 161,999</b>

Exhibit "B"

DESCRIPTION OF SERVICES



**ADDENDUM TO AGREEMENT**

25. The Funding Partner, on \_\_\_\_\_, adopted a Comprehensive Policy Plan (the "**CPP**"), which calls for specific level of service improvements in public transportation; and

26. The Funding Partner agrees to appropriate up to a maximum of one hundred sixty-one thousand nine hundred ninety-nine dollars and zero cents (\$161,999) to LYNX for fiscal year 2010-2011 for the provision of public transportation services within the Service Agreement in accordance with this Agreement and to be allocated as follows:

(a) The base operating expenditures funding of \$161,999 shall be for fixed-route bus service, Access LYNX, and other existing services.

The \$161,999 shall be paid by the Funding Partner to LYNX in twelve (12) equal monthly installments by Funding Partner's designated representative and shall be due on the first of each month beginning in October 2010, and payable no later than thirty (30) days after the due date. The first such payment under this Agreement shall be made no sooner than October 1, 2010 or the execution date of this Agreement. Notwithstanding the foregoing, in the event LYNX fails to submit the required quarterly reports or fails to comply with any material terms of this Agreement, the Funding Partner reserves the right to withhold the monthly payment pursuant to Section 3, of this Agreement.

Action Agenda Item #7.E

**To:** LYNX Board of Directors

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

**Phone:** 407.841.2279 ext: 6047

**Item Name:** Adoption of Fiscal Year 2011 Operating and Capital Budgets

**Date:** 9/23/2010

---

**ACTION REQUESTED:**

Staff is requesting the Board of Directors' adoption of the Fiscal Year 2011 Operating and Capital Budgets.

**BACKGROUND:**

At the March 25, 2010 Board meeting, staff presented the preliminary FY2011 Operating Budget in the amount of \$112,399,756 to the Board of Directors. Since then, presentations have been made to Osceola County, assumptions have been reexamined and the cost of providing the same level of service for next fiscal year has been discussed. Orange and Seminole counties did not request budget presentations. In addition, we made adjustments to the FY2011 Operating Budget to include enhancement of the Road Rangers Program, and other various expenses to reflect final anticipated amounts. **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 FY2011 proposed budget totals \$167,875,665 of which \$112,996,516 represents Operating Expenses and \$54,879,149 represents Capital Expenditures. This is a net increase in the total budget of \$1,394,426 or .8% from the FY2010 amended budget.

**Operating Budget**

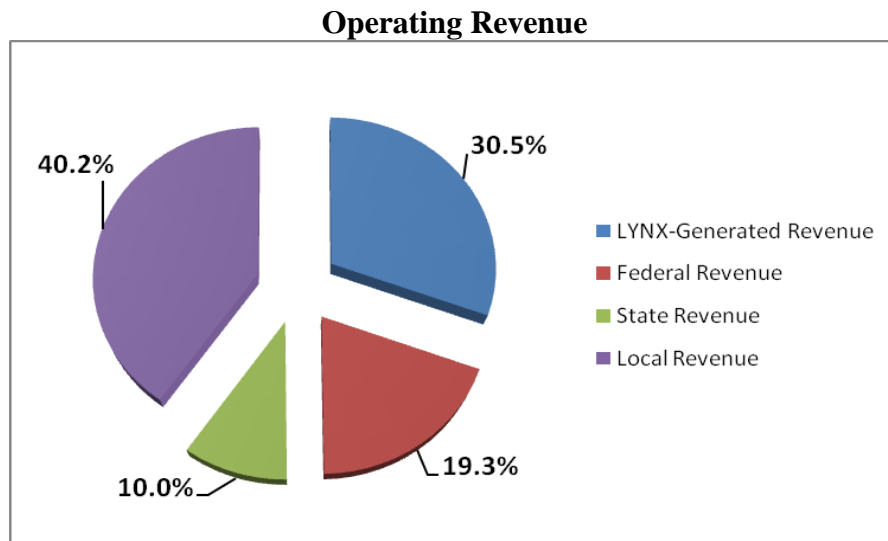
The proposed Operating Budget for FY2011 is \$112,996,516 which is a decrease of \$2,311,343 or 2% from the FY2010 Amended Operating Budget. The overall operating budget decrease is due to several major impact items. The major impact items are as follows:

**Key Budgetary Impact Items:**

	<u>Decreases in FY2011</u>
• Salaries/Wages/Fringe	\$ 1,256,260
• Materials, Supplies & Other Misc.	791,399
• Purchased Transportation	354,672
• Other Services	165,579
• Casualty and Liability	105,000

	<u>Increases in FY2011</u>
• Fuel	361,567

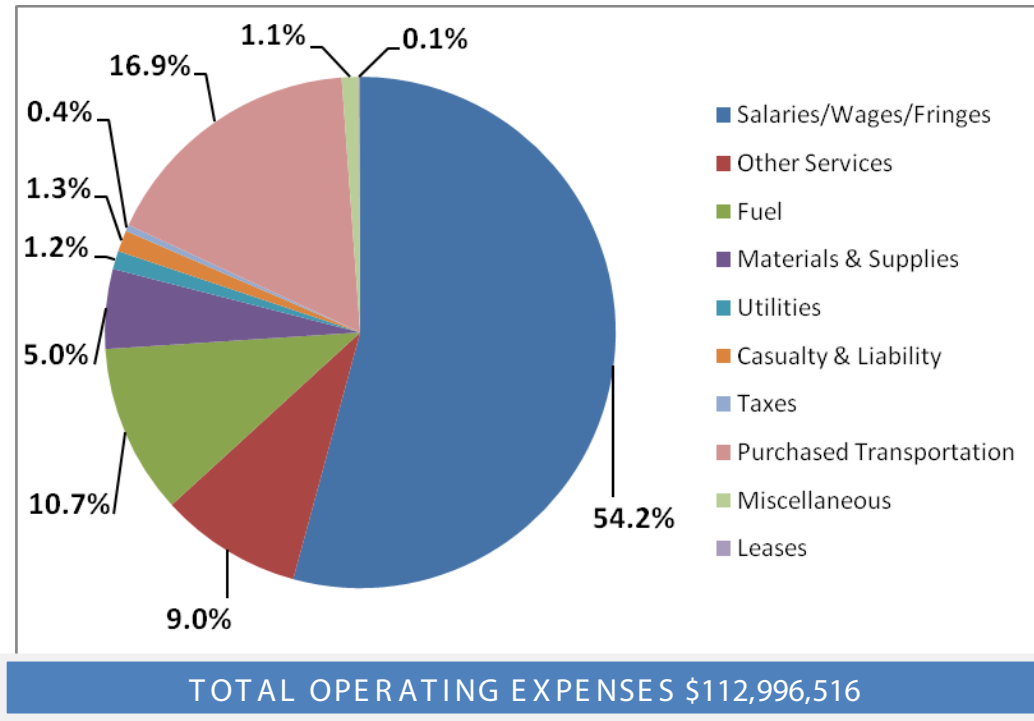
The Operating Budget is funded by a combination of LYNX-generated revenue and federal, state and local dollars. These funds are used to fund personnel, services, materials, supplies, taxes, utilities, casualty & liability, purchased transportation, leases and miscellaneous expenses. Specifically, this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



<b>LYNX-Generated Revenue</b>	<b>\$ 34,511,477</b>
<b>Federal Revenue</b>	<b>21,778,284</b>
<b>State Revenue</b>	<b>11,247,019</b>
<b>Local Revenue</b>	<b><u>45,459,736</u></b>
<b>Total Operating Revenue</b>	<b><u>\$112,996,516</u></b>

These funds are programmed to fund the following expenses:

**Operating Expenses**



<b>Salaries/Wages/Fringes</b>	<b>\$ 61,276,236</b>
<b>Other Services</b>	<b>10,154,815</b>
<b>Fuel</b>	<b>12,141,320</b>
<b>Materials &amp; Supplies</b>	<b>5,698,049</b>
<b>Utilities</b>	<b>1,300,589</b>
<b>Casualty &amp; Liability</b>	<b>1,523,269</b>
<b>Taxes</b>	<b>458,976</b>
<b>Purchased Transportation</b>	<b>19,131,449</b>
<b>Miscellaneous</b>	<b>1,199,813</b>
<b>Leases</b>	<b><u>112,000</u></b>
<b>Total Operating Expenses</b>	<b><u>\$ 112,996,516</u></b>

### Capital Budget

The proposed Capital Budget for FY2011 is \$54,879,149 which is an increase of \$3,705,769 or approximately 7.2% more than the FY2010 Amended Capital Budget. The increase in the capital budget from the Amended FY2010 Capital Budget results from the addition of a Bus Rapid Transit (BRT)/Flexbus Study and LYNX Urban Trail Project and decreases in revenue vehicles, passenger amenities, and safety enhancements.

The capital budget decrease mentioned above for revenue vehicles, passenger amenities, and safety enhancements are based on the purchase of these items in FY2010, not the decline in vehicle replacement, passenger amenities, and safety.

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:

<b>Federal</b>	\$52,625,743
<b>State</b>	617,904
<b>Local</b>	1,635,502
<b>Total</b>	<b>\$54,879,149</b>

The table below identifies capital expenditures by program.

<b>Capital Program</b>		<b>FY2011 Requests</b>
(1)	Access LYNX Vehicles	\$ 2,764,125
	Capital Bus Lease	1,005,094
(2)	Commuter Vans (12)	325,000
(3)	Facility Improvements	5,056,280
(4)	Flex-bus/BRT Study	5,000,000
(5)	Intelligent Transportation Systems	3,029,216
	LYMMO AA/NEPA Process	1,421,259
	LYNX Urban Trail Project	1,500,000
	Passenger Amenities	13,567,744
(6)	Pick-Up-Line Vehicles	1,155,608
(7)	Transit Buses	13,485,922
	Safety/Security Enhancements	3,498,699
(8)	Support Equipment	3,070,202
	<b>Total</b>	<b><u>\$54,879,149</u></b>

Notes:

- (1) Includes 31 paratransit vehicles for replacement of MV vehicles with LYNX owned vehicles. 16 of these vehicles were in last year's budget, but will not be received until FY2011.
- (2) These are replacement vehicles for the commuter services program.
- (3) Includes emergency generators for LOC, emergency phone system, parking lot lighting upgrade and fence improvements. Also includes funds for the LYNX Operations Center,

LYNX South Street, LYNX Central Station improvements, and passenger amenities such as bus shelters.

- (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. The total project funds have not been secured, at this time.
- (5) Includes items to improve communication and information delivery such as CAD/MDT.
- (6) Includes 14 vehicles for expansion of Pick-Up-Line services, six of which will be ordered in FY2010 and have not been received.
- (7) Includes 34 transit replacement vehicles for fixed-route bus services, 19 of which were ordered in FY2010 and have not been received.
- (8) Includes equipment, computers, software, shop tools, printers, servers, copiers, and radio console.

The following table provides a summary of the ARRA project requests “included” in the FY2011 capital budget above. The ARRA projects represent 27% of the total FY2011 capital budget.

<b>ARRA Projects</b>	<b>FY2011 Capital Budget Requests</b>
LOC Improvements - Generator, Paint Booth, Mechanical Electrical Upgrades	\$ 2,510,060
Parking Lot LOC	542,992
City of Orlando and Workforce Shelters	5,532,474
Fare Payment System	940,210
Bus Surveillance System	1,545,340
Rehab and Renovate Rosemont Transfer Facility	416,083
Renovate West Oaks Transfer Facility	193,081
Renovate Sanford Transfer Facility	193,081
Circulator / Flexbus (Pick-Up-Line)Vehicles	451,608
Paratransit Vehicles	1,630,125
LCS Lighting Upgrades and Tinting	117,728
Dynamometer Additional Component	9,275
<b>Total</b>	<b><u>\$14,802,052</u></b>

**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 #7.F**

**To:** LYNX Board of Directors

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

**Phone:** 407.841.2279 ext: 6064

**Item Name:** 2011 State Legislative Priorities

**Date:** 9/23/2010

---

**ACTION REQUESTED:**

Staff is requesting the Board of Directors' authorization for the Chief Government Affairs Officer to travel to Tallahassee as needed to advocate and work with the LYNX lobbying teams to pass legislative initiatives designated by the LYNX Board of Directors for the State of Florida's 2011 legislative session.

**BACKGROUND:**

LYNX support legislation to restrict public transit operators from texting or using mobile or wireless devices while operating a public transit vehicle.

LYNX opposes all diversions of state transportation tax dollars to finance other general purpose government functions

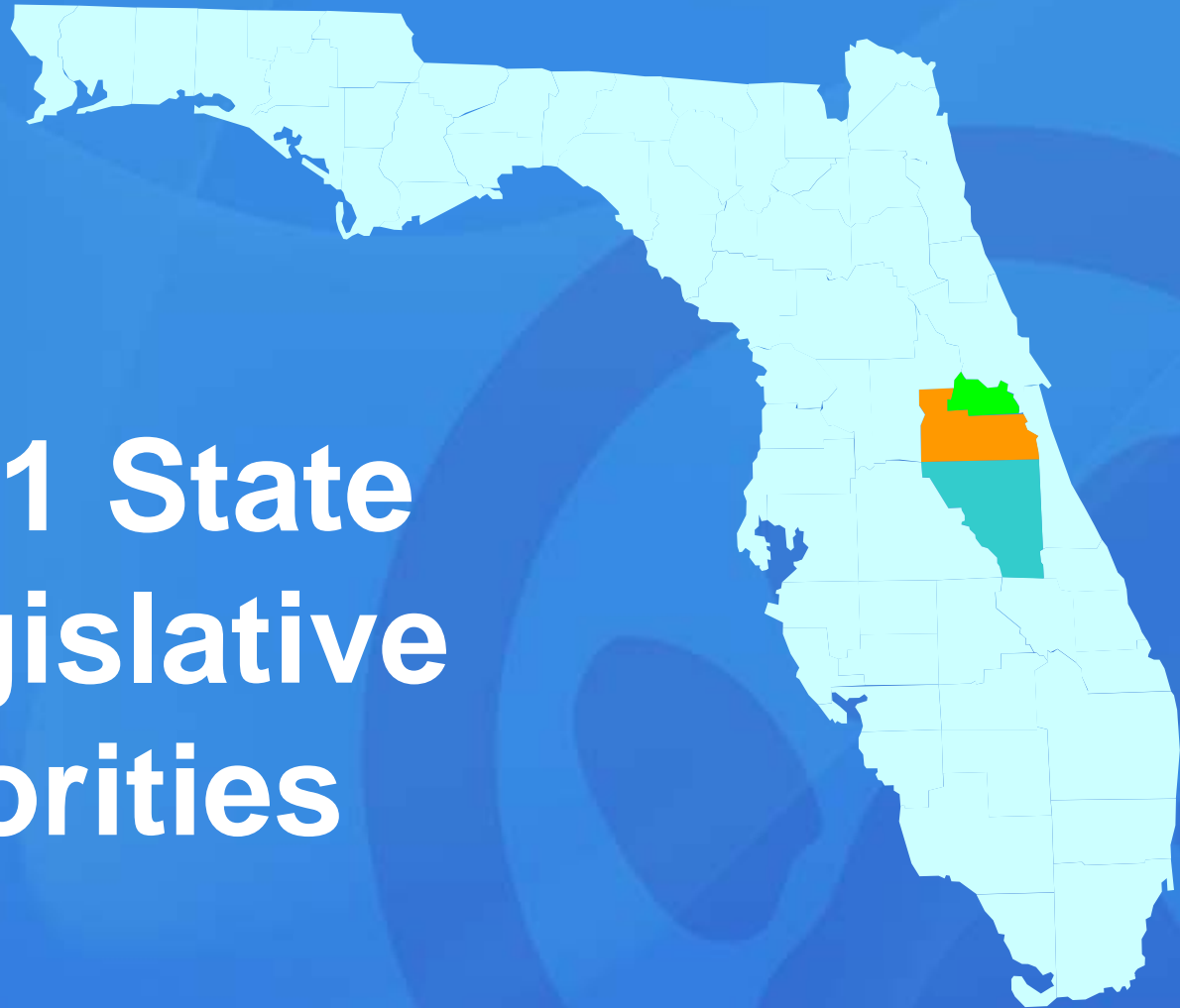
LYNX supports Floridians for Better Transportation effort to "re-capture" the dollars generated by the increase of Tag & Title Fees last year and re-direct them to the TTF.

LYNX opposes Reform of Medicaid where Medicaid NET services are included from their current state to a capitated allocation under an HMO.

LYNX supports legislation to include RTA's as "critical infrastructure"

Support the legislative priorities of partner organizations that are consistent with the direction provided by the LYNX Board of Directors.

# 2011 State Legislative Priorities





*Support*

## Community College Student Fees/Transportation

LYNX supports legislation that authorizes community college boards of trustees to establish a transportation access fee.

Each community college board of trustees may establish a transportation access fee. Revenue from the transportation access fee may be used only for the provision or improvement of access to transportation services for students enrolled in the community college.

The fee may not exceed \$6 per credit hour. An increase in the transportation access fee may occur only once each fiscal year and must be implemented beginning with the fall term.

The transportation access fee authorized shall not be included in calculating the amount a student receives for a Florida Academic Scholars award, a Florida Medallion Scholars award, or a Florida Gold Seal Vocational Scholars award.

Oppose

# Raids on the Transportation and TD Trust Funds

LYNX opposes all diversions of state transportation tax dollars to finance other general purpose government functions.

The state gas tax *user fee* is collected from motorists to improve and maintain transportation in Florida. Diverting these tax dollars away from the Trust Fund represents a breaking of the political and business contract between Florida's state leaders and the motoring public.

Support

# Maximize Existing Funding to the Transportation Trust Fund

The major source of revenue – the fuel tax – is stagnant and is declining.

LYNX supports Floridians for Better Transportation effort to “re-capture” the dollars generated by the increase of Tag & Title Fees last year and re-direct them to the TTF where they belong.

- **Adjusting and Index Tag Fees:**  
Compared to other states, Florida tag fees are low. Depending on the rate of increase, nearly \$700 million could be raised annually.
- **Adjust and Index Title Fees:**  
This could raise up to \$130 million each year by the fifth year.

Oppose

# Medicaid Reform that impacts Non-Emergency Transportation (NET)

LYNX opposes further reform of Medicaid where Medicaid Non-Emergency Transportation (NET) services are included as HMO services.

Previous Medicaid reform implemented a fixed monthly allocation (capitated - regardless of actual demand ) in place of a pay per trip service.

LYNX receives \$480,900.00 in Medicaid funding each month.

Further reform would result in the following:

- Create an additional layer of administrative costs.
- Create duplicate coordinated transportation services
- Shift customers denied service by HMO's to LYNX ADA rides.
- Lose our ability to capture ridership and miles for NTD reporting, which ultimately provides LYNX with Federal dollars.

Support

## Include RTA's in the definition of Critical Infrastructure Facilities

Include Regional Transit Authority's in definition of "Critical Infrastructure".

1996 U.S. Presidential Executive Order that enables security measures to protect the critical infrastructure of the United States of America which currently include:

Electrical Grid, Oil and Gas Production and Storage, Water Supply, First Response Emergency Services, Banking, and Finance, Telecommunication systems, and Govt Services.

Certified class "G" licensed security officers are authorized to carry a firearm and may be deployed to stop intruders, respond to perimeter breaches, respond to work place violence and to temporarily detain and determine the identity of persons under suspicious circumstances on the property of a critical infrastructure facility.

Local law enforcement must be notified each time a detention occurs.

LYNX will continue

Support the legislative priorities of partner organizations that are consistent with the direction provided by the LYNX Board of Directors.

Monitor legislation that may negatively impact public transportation in the State of Florida.

**Information Item A: LYNX Project List**

**To: LYNX Board Of Directors**

**From: Edward Johnson**  
 CHIEF ADMINISTRATIVE OFFICER  
**Edward Johnson**  
 (Technical Contact)

**Phone: 407.841.2279 ext: 6058**

**Item Name: LYNX' Project List**

**Date: 9/23/2010**

	<b>Project Name</b>	<b>Project Status</b>	<b>Responsible Chief</b>	<b>Completion Time (Est.)</b>
1	Five –year Financially Constrained Service Plan	Final report under review. Phase II underway to plan service delivery alternatives and implementation of findings.	E. Johnson	October 2010
2	Long Range Transportation Plan	Public meetings are being planned for October in Orange and Osceola Counties and in November in Seminole County. Attitudinal surveys will be conducted in conjunction with the on-board ridership surveys being conducted in October for the LYMMO Expansion Study and the SunRail survey	E. Johnson	February 2011
3	Southern Operations Base – Short-term Solution	Final report complete and under review by staff and Osceola Co. Work initiated on detail report to relocate fixed route operations serving Osceola Co. to Kissimmee public works facility adjacent to Kissimmee Gateway Airport. Target to begin operations Dec. 2010	E. Johnson	October 2010

	<b>Project Name</b>	<b>Project Status</b>	<b>Responsible Chief</b>	<b>Completion Time (Est.)</b>
4	Southern Operations Base-Long-term Solution Study	Study scheduled to move forward upon completion of relocation to Kissimmee public works. Purpose is to look at a long-term facility to serve existing and proposed fixed route services in the southern portion of the LYNX Service Area.	E. Johnson	January 2011
5	Northern Operations Base Study	Setting up meeting with both Seminole County Schools and Seminole Airport Authority about leasing space with them. Will review sites prior to the meeting.  Meeting with Seminole County School Board to explore shared facility in July. Scope of work to be developed following that meeting.	E. Johnson	October 2011
6	ARRA Shelter Installation – Orange County (50 shelters)	Installation of LYNX style shelters nearing completion.  Received the first shipment of the Tolar style shelters. Additional Tolar advertising shelter being ordered.  Site design and permitting issue resolution underway.  Installation contract to Board Sept. 23rd.  Letters to adjacent property owners sent and responses are being addressed.	E. Johnson	December 2010
7	ARRA Shelter Installation – Osceola County (50 shelters)	10 additional shelters installed in July/August and an additional 25 shelters ordered.  Site design and permitting for all shelters nearing completion. Transit license agreements to be sent to	E. Johnson	December 2010



	<b>Project Name</b>	<b>Project Status</b>	<b>Responsible Chief</b>	<b>Completion Time (Est.)</b>
		adjacent property owners by mid-July.		
8	ARRA Shelter Installation – Seminole County (50 shelters)	Installation contract to Board Sept. 23rd.  Site design and permitting issue resolution underway.  All available sites under design and permitting within the cities. County sites are waiting for terms of the County’s contract with private vendor to permit installation.	E. Johnson	December 2010
9	ARRA Shelter Installation – City of Orlando (150 shelters)	Site design and permitting issue resolution underway.  Installation contract to Board Sept. 23rd  Tolar advertising shelters being ordered. Site design and permitting underway.	E. Johnson	February 2011
10	SunRail Feeder Bus Plan	FDOT reviewing LYNX recommended changes to the 2007 plan.	E. Johnson	December 2010
11	LCS Parking Facility at FDOT Lot at Amelia/Garland – Phase II	Drafting scope of work to piggy back from City of Orlando contractor for surfacing solution.  Design and cost estimates near completion. Procurement and construction to follow.	E. Johnson	September 2010
12	LCS Parking Facility at FDOT Lot at Amelia/Garland – Phase III	Met with Roger Neiswender and George Lovett to review draft design. City of Orlando will develop more detailed schematics showing additional transportation solutions, ie., electric car charging location, Gertrude’s Walk, etc.  Scope of work for design to be issued late 2010.	E. Johnson	September 2012
13	Bus Operator/Mechanic	Received a new proposal from the	E. Johnson	TBD

# LYNX Board Agenda

	<b>Project Name</b>	<b>Project Status</b>	<b>Responsible Chief</b>	<b>Completion Time (Est.)</b>
	Collective Bargaining Unit Agreement	<p>Union. Will review at the September Board meeting under Executive Session.</p> <p>Union voted down the proposal twice. Will go back to the table in July</p>		
14	Supervisors' Collective Bargaining Unit Agreement	Contract has one article opener each year. Union chose to hold off on negotiating the opener until Op/Mech contract is ratified	E. Johnson	TBD
15	Altamonte Springs Flex Service Project	<p>Seeking Board authorization to execute a MOU with Al. Springs, FDOT and Casselberry agreeing to move the project forward and roles/responsibilities.</p> <p>LYNX, FDOT &amp; Altamonte Springs reviewing existing documents. FDOT to determine best method to update engineering drawings.</p>	E. Johnson	December 2012
16	Advertising sales on shelter center	Drafting scope of work to bid out	E. Johnson	March 2011
17	Performance Measurement System Software	Service Planning staff testing and implementing draft performance measures.	E. Johnson	March 2011
18	LYMMO Expansion Alternative Analysis	Alternatives Analysis underway and on schedule. Surveys to be complete by October 2010, followed by modeling ridership, review of alternative alignments and numerous public involvement activities. Screening of mode (street car, LRT, bus) to begin in October.	E. Johnson	April 2011
19	TIGER Grant	<p>Creative Village application submitted for \$70M. Joint submission between LYNX and City of Orlando.</p> <p>Creative Village and AA Projects for Hwy 50, 192 and 436</p>	E. Johnson	July 2010
20	TIGGER Grant	Hybrid Cooling System	E. Johnson	August 2011
21	Orange County Health	Implementation of 2011 plan	E. Johnson	January

	<b>Project Name</b>	<b>Project Status</b>	<b>Responsible Chief</b>	<b>Completion Time (Est.)</b>
	Insurance Modifications			2011
22	Kissimmee Transfer Center Installation	Taking lease agreement to Board of Directors in September 2010.  Seeking Board authority to release RFP for construction in September 2010.  Design complete. Waiting for FDOT to take ownership of property.	E. Johnson	April 2011
23	ARRA Rosemont Transfer Center Improvements	In design. Permitting to follow.	E. Johnson	August 2011
24	ARRA West Oaks Mall Transfer Center Improvements	In design. Permitting to follow.	E. Johnson	August 2011
25	ARRA Sanford Transfer Center Improvements	In design. Permitting to follow.	E. Johnson	August 2011
26	Union Pension Plan Amendment #6 - Disability	Reviewed with Audit Committee at the July 2010 meeting. Legal still has concerns with this amendment.  Began negotiations with the Union. Legal still reviewing the impact on LYNX and the Plan.	E. Johnson	December 2010
27	QR Code for automating schedule information for bus stops	Conducting initial design	E. Johnson	July 2010
28	ITS Architecture Strategic Plan Update	Staff and Harris Corporation to begin update mid-September.	E. Johnson	November 2010
29	MORETMCC	Procurement of software to support the project underway	E. Johnson	October 2010
30	Bus Stop Accessibility Audit	Procurement of consultant services underway. Seeking partnership with METROPLAN and jurisdictions.	E. Johnson	October 2011
31	Employee Administrative Handbook Update	Reviewing existing policies	E. Johnson	June 2011
32	Policy Manual Update	Reviewing existing policies	E. Johnson	June 2011
33	Employee Time Mgt. System	First design of system is not meeting LYNX' needs. Addressing issues	E. Johnson	March 2011

# LYNX Board Agenda

	Project Name	Project Status	Responsible Chief	Completion Time (Est.)
		with Ceridian to develop another program		
34	Triennial Review	Deficiencies have been corrected and sent to FTA. Awaiting their close out letter.  During exit conference learned of three deficiencies that require corrections.	E. Johnson	October 2010
35	Champs Restaurant at the LCS	Received Certificate of Occupancy. Passed health inspection. Planned to open by October 1st.  Construction nearing 75% complete	B. Francis	August 2010
36	MSG Bus Financing	Held meeting with Comerica on the adjustment to the agreement. Resolution looking favorably.  Legal counsel contacting MSG to revise existing lease agreement to change operating lease to a capital lease	B. Francis	September 2010
37	Fare Evasion	Currently implementing program of updating language on fare media notifying riders that pass is subject to confiscation	B. Francis	September 2010
38	ARRA Fare Payment System Enhancements	FDOT has pushed back the time line on the procurement of this system. Reviewing to see how it impacts the time line LYNX has with its ARRA funding.  FDOT to award bids this summer. LYNX is participating in the FDOT process.	B. Francis	June 2011
39	ARRA Bus Surveillance System Enhancements	Contract signed by SEON. SEON is installing system on 10 buses to demonstrate how system works.	B. Francis	March 2011
40	CCTV System Enhancements	All protests have been exhausted and taking the procurement to award to Security 101 to the LYNX Board September 2010.	B. Francis	December 2010

	Project Name	Project Status	Responsible Chief	Completion Time (Est.)
		SEC has reviewed proposals and is working towards resolving current protest. Once resolved, contract to be signed and work commence.		
41	South Street Remediation Work	<p>Taking 3 solutions to the Board in September 2010. Will recommend knocking building down and removing contaminated soil.</p> <p>Received notice of closure from DEP in August 2010.</p> <p>Met with DEP to propose alternative remediation; tentatively agreed to extend implementation of the plan until April 2011</p>	B. Francis	April 2011
42	LYNX audit for 2010	<p>Letter of intent signed in August 2010.</p> <p>Contract awarded to Cherry Bekaert, Holland at July Board meeting.</p> <p>RFP to be evaluated for auditor selection. Audit to begin in September 2010</p>	B. Francis	March 2011
43	Video Surveillance at Park and Rides (FDOT)	SEC has picked the winning proposal; contract is in the procurement process. Once contract is awarded, work will commence.	B. Francis	October 2010
44	Additional Video surveillance at LYNX Facilities	SS Facility cameras are installed, Scope of Work for LOC and LCS facility cameras being developed.	B. Francis	
45	Homeland Security Training (DHS)	List of training classes and categories of employees completed. Planning process and scheduling has begun. Specifications for training classes being developed.	B. Francis	July 2011
46	Public Awareness – LYNX employees and customers	“Not on My Shift” is the 2nd of a 4th month promotion. “See Something, Say Something” campaign will roll out afterwards.	B. Francis	July 2011
47	Video Surveillance at Superstops (DHS &	Solicitation responses have been reviewed. Have not awarded	B. Francis	July 2011

	<b>Project Name</b>	<b>Project Status</b>	<b>Responsible Chief</b>	<b>Completion Time (Est.)</b>
	FDOT)	contract at this time.		
48	Public Awareness – Community Outreach	Planning and development stage	B. Francis	July 2011
49	Physical Hardening – South Street Facility	Seeking Board’s authorization to execute funding agreement at September 2010 meeting.  Awaiting Release of Funds from DHS	B. Francis	2012
50	Physical Hardening – LOC Facility	Seeking Board’s authorization to execute funding agreement at September 2010 meeting.  Awaiting Release of Funds from DHS	B. Francis	2012
51	LYMMO Video Surveillance – Service Stops (DHS)	The design phase is complete.	B. Francis	May 2012
52	LYMMO Video Surveillance – Buses (DHS)	The design phase is complete.	B. Francis	May 2012
53	CAD/AVL	Equipment integration stage/Trapeze to customize software	L. Darnall	April 2011
54	Recycling Program	Expand program	L. Darnall	January 2011
55	Future South Street Use for Paratransit Operations	Starting internal dialogue	L. Darnall	December 2010
56	ARRA LOC Improvement and Emergency Generators	Final drawing review 90% Project includes paint booth, generators, and electrical/mechanical upgrades Plans submitted for permit July	L. Darnall	March 2011
57	ARRA LOC Parking Lot Improvements	Seeking Board’s approval to release RFP at September 2010 meeting.  Final drawing review 90% Plans and scope of work sent to Procurement June 22	L. Darnall	February 2011
58	LOC Pond 5 improvements	Seeking Board’s approval to release RFP at September 2010 meeting.  Design stage	L. Darnall	February 2011

	<b>Project Name</b>	<b>Project Status</b>	<b>Responsible Chief</b>	<b>Completion Time (Est.)</b>
59	ARRA LYMMO Bus Procurement	Received all 9 buses. Finalizing buses for service by October.  Production begins in July and delivery begins in August. Debut of buses planned for October.	L. Darnall	October 2010
60	Circulator Vehicle Procurement (partially ARRA funded)	Seek authorization to purchase at September Board meeting	L. Darnall	February 2011
61	ARRA Paratransit Vehicle Procurement	Seeking authorization from the Board to purchase additional vehicles.  Received 23 – 8 on order (31 planned for FY2011)	L. Darnall	August 2010
62	ARRA Energy Efficiency Lighting Upgrade - LCS	Completed – some rework needed, requires 90 days cure	L. Darnall	October 2010
63	Installation of an LOC oil/water separator	City cited LYNX for non-compliance with waste water discharge from Building A on June 17. A&E will design plans and scope of work for permitting in July.	L. Darnall	October 2010
64	Automated fueling station	Bids due September	L. Darnall	December 2010
65	LCS paver and brick restoration project	IFB to be released in October	L. Darnall	April 2011
66	LOC Building B Roof Repairs	A&E report and recommendations received. Bid received in July, contract award in August	L. Darnall	September 2010
67	APTA Peer Review recommendations	On -going work as resources become available.	L. Darnall	TBD
68	Biodiesel conversion for all buses	LOC complete. South Street pending Transport Trucking agreement and finalize legal language for Bill of Laden. New plans being developed to refuel South Street buses at the LOC until this issue is resolved. Project requirement is to operate 100% of bus fleet using biodiesel (B20).	L. Darnall	September 2010
69	Biodiesel Agreements with	Awaiting review from OC and OUC	L. Darnall	TBD

# LYNX Board Agenda

	<b>Project Name</b>	<b>Project Status</b>	<b>Responsible Chief</b>	<b>Completion Time (Est.)</b>
	OC and OUC	legal staff. Also, pending decision in Congress		
70	Biodiesel Tax Credit	Pending review from Congress.	L. Darnall	January 2011
71	Bus Replacement Program (18)	2010 delivery begins in October	L. Darnall	December 2010
72	Support Vehicle Purchases (5)	Specs being written	L. Darnall	October 2010
73	Environmental Management System	Audit complete – Case Study to be submitted	L. Darnall	August 2010
74	Environmental Management 14001 Certification	In the discussion phase of qualifying for this higher level of certification	L. Darnall	TBD
75	Rural ITS	Consultant developing final evaluation report	L. Darnall	September 2010
76	Paratransit Contract	RFP being developed – award planned for March 2011 - contract start date October 2011	L. Darnall	March 2011
77	IVR for Paratransit	Working on procedures with vendor	L. Darnall	September 2010
78	Web based scheduling for paratransit	Working on procedures with vendor	L. Darnall	September 2010
79	Fare payment options for paratransit	Back office work needed by Finance – need funding extension	L. Darnall	February 2011
80	FY2010 Federal Appropriations Requests	Monitoring on a weekly basis	J. Marsh	On-going
81	Art Shelter Program	Negotiating contract with architect	J. Marsh	June 2011



**Other Business Item #9.A**

**To:** LYNX Board of Directors

**From:** Edward Johnson  
CHIEF ADMINISTRATIVE OFFICER  
James McLawhorn  
(Technical Contact)

**Phone:** 407.841.2279 ext: 6058

**Item Name:** Update on the American Public Transportation Association's Transit Board Member Seminar

**Date:** 9/23/2010

---

Brandon Arrington, Osceola County Commissioner, will provide information on the American Public Transportation Association's Transit Board Member Seminar held July 17<sup>th</sup> through July 20, 2010 in Eugene, Oregon.

**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:** Financial Reports  
Monthly Financial Reports - July 31, 2010

**Date:** 9/23/2010

---

Please find attached the monthly financial report for the ten months ending July 31, 2010. LYNX' Balance Sheet and Statement of Revenues, Expenses, and Changes in Net Assets (Operating Statement) for the ten months ending July 31, 2010 reflect total revenue earned in the amount of \$91,333,049 and total expenses incurred in the amount of \$87,001,612 resulting in a net operating profit of \$4,331,437.

- Fixed route, Vanpool, and Pick-Up Line services resulted in an operating profit of \$4,768,313 for the first ten months of the fiscal year.
- Paratransit services resulted in an operating loss of \$(436,876) for the first ten months of the fiscal year.

**Fixed Route Operations:**

The year-to-date Operating Revenues are lower than budget at 95%. Customer fares are 99% of the budgeted amount year-to-date, but 105% for the month of July. For the fourth time this year, LYNX' ridership is up by 3.6% year-over-year. Also, for the seventh time since October 2009, LYNX' ridership is up by 10.1 % for the month of July. If this trend continues, LYNX' ridership will reflect a greater increase for the year.

LYNX continues to experience minimal results in the Orlando advertising market, primarily relating 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 representing 51% of the budget. Actual revenues year-to-date through July 2010 for advertising on buses, shelters, and in-kind (trade) transactions are \$689,594, \$50,111, and \$38,576, respectively. The Advertising Sales staff continues to actively seek new clients and work with existing clients to offer an attractive and affordable advertising program.

On the positive side, LYNX continues to experience a decrease in the price of fuel, which is under budget by approximately 12% for the first ten months of the fiscal year. In the month of July, LYNX paid an average net price of \$2.14 (net) per gallon for diesel fuel and \$2.22 (net) per gallon for bio-diesel, which is on target with the budgeted price of \$2.25 (net). The national diesel fuel price for the month of July 2010 was \$2.59 (net), which may be an indication of an anticipated increase in the price of fuel for LYNX throughout the year. We are \$973,544 under budget for the first ten months of 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, reductions in overtime, medical expenses, and less vacation and holiday pay than anticipated year-to-date. In addition, expenses related to materials and supplies, other services, leases and miscellaneous expenses are less than budgeted.

Professional services related to remediation projects at South Street, the “Public Awareness and Multidiscipline Training”, “Fast Track Training” and other training grant programs are less than anticipated. Casualty and liability 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 less than anticipated revenues from the Transportation Disadvantage Commission year-to-date resulting from fewer trips compared to budget. Although administrative expenses are on target, purchased transportation services and fuel are slightly above budget for the first ten months of the fiscal year.

The price of unleaded fuel for the month is higher than anticipated. The use of unleaded fuel is higher than anticipated year-to-date, which is primarily related to the increase in revenue miles. The fuel is budgeted at a net price of \$2.00 (net) per gallon in the FY2010 budget. LYNX is currently paying \$2.04 (net) per gallon for the month of July. The national unleaded fuel price for the month of July 2010 was \$2.47 (net).

Purchased transportation costs year-to-date are above the amounts budgeted, our provider, MV Transportation, is currently providing 1.03 trips per hour. The budget in FY2010 reflects 1.36 trips per hour. This contributes to the increase in trip costs year-to-date. However, the decrease in actual trips compared to budgeted trips, offsets this increase in trip costs. An analysis follows:

ACCESS LYNX			
FY2010	Trips (Year-to-Date)	Trip Rate (Blended)	Costs
<b>Actual (with est.)</b>	<b>473,899</b>	<b>\$32.91</b>	<b>\$15,595,027</b>
<b>Budget (rounding)</b>	<b>511,520</b>	<b>\$29.34</b>	<b>\$15,007,830</b>
<b>Excess Trips/Costs</b>	<b>(35,911)</b>	<b>\$ 3.57</b>	<b>\$ 587,197</b>

**CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY**  
**BALANCE SHEETS**  
**JULY 31, 2010 AND 2009**  
(UNAUDITED)

	<u>2010</u>	<u>2009</u>
<b>ASSETS</b>		
<b>CURRENT ASSETS:</b>		
Cash and cash equivalents	\$ 26,208,627	\$ 27,144,983
Receivables:		
Local, trade and operating assistance	5,439,939	4,856,875
Federal grants	8,490,348	8,959,350
State grants	4,975,847	1,862,123
Inventory	1,853,127	1,998,487
Prepaid expenses and other assets	221,046	188,424
Restricted cash and cash equivalents	<u>1,628,266</u>	<u>1,743,182</u>
Total current assets	<u>48,817,200</u>	<u>46,753,424</u>
<b>NONCURRENT ASSETS:</b>		
Restricted cash and cash equivalents	<u>4,300,368</u>	<u>4,300,241</u>
Property and equipment:		
Land	8,571,465	8,571,465
Buildings and shelters	81,092,788	79,589,461
Revenue vehicles	98,481,767	96,259,435
Furniture, Fixtures & Equipment	21,923,071	22,678,695
Leasehold improvements	<u>-</u>	<u>17,237</u>
Total property and equipment	210,069,091	207,116,293
Less: accumulated depreciation	(89,027,945)	(82,039,794)
Construction in progress	<u>7,826,704</u>	<u>4,372,254</u>
Net property and equipment	<u>128,867,850</u>	<u>129,448,753</u>
Other assets	<u>-</u>	<u>1,374,355</u>
Total noncurrent assets	<u>133,168,218</u>	<u>135,123,349</u>
<b>TOTAL ASSETS</b>	<u>\$ 181,985,418</u>	<u>\$ 181,876,773</u>

**CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY**  
**BALANCE SHEETS**  
**JULY 31, 2010 AND 2009**  
(UNAUDITED)

	<u>2010</u>	<u>2009</u>
<b>LIABILITIES AND NET ASSETS</b>		
<b>CURRENT LIABILITIES:</b>		
Accounts payable	\$ 6,009,032	\$ 3,051,539
Accrued salaries and related taxes	1,716,193	2,526,874
Accrued compensated absences	3,628,910	3,290,400
Accrued self-insurance liability, current	1,182,254	1,276,714
Leases payable, current	1,076,477	1,035,088
SIB loans payable, current	2,356,814	3,084,747
Deferred operating revenue	6,432,632	10,882,550
Deferred capital	<u>1,091,516</u>	<u>1,052,214</u>
Total current liabilities	<u>23,493,828</u>	<u>26,200,126</u>
<b>NONCURRENT LIABILITIES:</b>		
Leases payable, long-term	3,804,848	4,881,325
Loans payable	7,473,077	9,829,891
Accrued self-insurance liability, long-term	<u>3,093,050</u>	<u>2,247,335</u>
Total noncurrent liabilities	<u>14,370,975</u>	<u>16,958,551</u>
Total liabilities	<u>37,864,803</u>	<u>43,158,677</u>
<b>NET ASSETS:</b>		
Invested in capital assets, net of related debt	118,169,135	114,898,377
Restricted	536,750	536,749
Unrestricted	<u>25,414,730</u>	<u>23,282,970</u>
Total net assets	<u>144,120,615</u>	<u>138,718,096</u>
<b>TOTAL LIABILITIES AND NET ASSETS</b>	<u>\$ 181,985,418</u>	<u>\$ 181,876,773</u>

**CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY**  
**STATEMENT OF REVENUES AND EXPENSES**  
**FOR THE MONTH OF JULY 2010 AND THE TEN MONTHS ENDED JULY 31, 2010**  
**(UNAUDITED)**

	Year to Date			Month of July		
	<u>Budget</u>	<u>Actual</u>	<u>%</u>	<u>Budget</u>	<u>Actual</u>	<u>%</u>
<b>OPERATING REVENUES</b>						
Customer Fares	\$ 18,509,630	\$ 18,399,096	99%	\$ 1,850,963	\$ 1,952,721	105%
Contract Services:						
Local Financial Assistance	7,391,930	7,149,809	97%	739,193	721,511	98%
Other Contractual Services	9,194,240	8,822,565	96%	919,424	846,483	92%
Advertising	1,525,000	778,281	51%	152,500	58,511	38%
Other Operating Income	262,930	315,022	120%	26,293	19,983	76%
Total Operating Revenues	<u>36,883,730</u>	<u>35,464,773</u>	96%	<u>3,688,373</u>	<u>3,599,209</u>	98%
<b>NONOPERATING REVENUES</b>						
Operating assistance grants:						
Federal	625,000	1,554,174	249%	62,500	148,889	238%
State of Florida	6,645,580	6,650,806	100%	664,558	664,558	100%
Local	33,485,160	33,485,162	100%	3,348,516	3,348,518	100%
Planning and other assistance grants:						
Federal - Commuter Rail Project	-	-	0%	-	-	0%
Federal - Other	13,988,290	10,971,941	78%	1,398,829	1,318,137	94%
State of Florida - Commuter Rail Project	-	-	0%	-	-	0%
State of Florida - BRT Circulator Project	-	-	0%	-	-	0%
State of Florida - Other	2,267,340	3,105,462	137%	226,734	304,469	134%
Local Matching - BRT Circulator Project	-	-	0%	-	-	0%
Local Matching - Other	-	-	0%	-	-	0%
Interest Income	125,000	81,493	65%	12,500	6,707	54%
Gain / (Loss) on Sale of Assets	35,060	19,238	55%	3,506	4,876	139%
Total Nonoperating Revenues	<u>57,171,430</u>	<u>55,868,276</u>	98%	<u>5,717,143</u>	<u>5,796,154</u>	101%
Total Revenues	<u>94,055,160</u>	<u>91,333,049</u>	97%	<u>9,405,516</u>	<u>9,395,363</u>	100%
<b>OPERATING EXPENSES</b>						
Salaries and Wages	33,318,370	32,018,791	96%	3,331,837	3,330,772	100%
Fringe Benefits	18,533,660	17,219,773	93%	1,853,366	1,996,753	108%
Purchased Transportation Services	15,710,270	16,753,036	107%	1,571,027	1,808,770	115%
Fuel	9,816,460	8,915,094	91%	981,646	988,152	101%
Other Materials and Supplies	4,709,110	4,327,763	92%	470,911	675,542	143%
Professional Services	3,596,630	1,372,644	38%	359,663	82,396	23%
Other Services	4,044,050	3,143,260	78%	404,405	382,393	95%
Lease and Miscellaneous Expenses	704,280	449,025	64%	70,428	38,739	55%
Casualty and Liability Insurance	1,796,940	1,026,440	57%	179,694	114,816	64%
Utilities	1,106,390	1,141,798	103%	110,639	131,690	119%
Taxes and Licenses	383,390	328,608	86%	38,339	31,860	83%
Interest Expense	399,710	305,380	76%	39,971	29,380	74%
Total Operating Expenses	<u>94,119,260</u>	<u>87,001,612</u>	92%	<u>9,411,926</u>	<u>9,611,263</u>	102%
<b>OPERATING GAIN / (LOSS)</b>	<u>\$ (64,100)</u>	<u>\$ 4,331,437</u>	6857%	<u>\$ (6,410)</u>	<u>\$ (215,900)</u>	-3268%

**CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY**  
**FIXED-ROUTE, VANPOOL AND PICK-UP LINE SEGMENT**  
**STATEMENT OF REVENUES AND EXPENSES**  
**FOR THE MONTH OF JULY 2010 AND THE TEN MONTHS ENDED JULY 31, 2010**  
**(UNAUDITED)**

	Year to Date			Month of July		
	<u>Budget</u>	<u>Actual</u>	<u>%</u>	<u>Budget</u>	<u>Actual</u>	<u>%</u>
<b>OPERATING REVENUES</b>						
Customer Fares	\$ 17,451,210	\$ 17,256,551	99%	\$ 1,745,121	\$ 1,830,034	105%
Contract Services:						
Local Financial Assistance	7,391,930	7,149,809	97%	739,193	721,511	98%
Other Contractual Services	2,295,820	2,018,993	88%	229,582	205,013	89%
Advertising	1,525,000	778,281	51%	152,500	58,511	38%
Other Operating Income	<u>262,930</u>	<u>315,022</u>	120%	<u>26,293</u>	<u>19,983</u>	76%
Total Operating Revenues	<u>28,926,890</u>	<u>27,518,656</u>	95%	<u>2,892,689</u>	<u>2,835,052</u>	98%
<b>NONOPERATING REVENUES</b>						
Operating assistance grants:						
Federal	625,000	1,554,174	249%	62,500	148,889	238%
State of Florida	6,645,580	6,650,806	100%	664,558	664,558	100%
Local	25,685,590	25,685,592	100%	2,568,559	2,568,561	100%
Planning and other assistance grants:						
Federal - Commuter Rail Project	-	-	0%	-	-	0%
Federal - Other	12,330,290	9,277,563	75%	1,233,029	1,152,337	93%
State of Florida - Commuter Rail Project	-	-	0%	-	-	0%
State of Florida - BRT Circulator Project	-	-	0%	-	-	0%
State of Florida - Other	2,267,340	3,105,462	137%	226,734	304,469	134%
Local Matching - BRT Circulator Project	-	-	0%	-	-	0%
Local Matching - Other	-	-	0%	-	-	0%
Interest Income	125,000	81,493	65%	12,500	6,707	54%
Gain / (Loss) on the Sale of Assets	<u>35,060</u>	<u>19,238</u>	55%	<u>3,506</u>	<u>4,876</u>	139%
Total Nonoperating Revenues	<u>47,713,860</u>	<u>46,374,328</u>	97%	<u>4,771,386</u>	<u>4,850,397</u>	102%
Fund Balance	<u>-</u>	<u>-</u>	0%	<u>-</u>	<u>-</u>	0%
Total Revenues	<u>76,640,750</u>	<u>73,892,984</u>	96%	<u>7,664,075</u>	<u>7,685,449</u>	100%
<b>OPERATING EXPENSES</b>						
Salaries and Wages	33,016,350	31,738,259	96%	3,301,635	3,304,550	100%
Fringe Benefits	18,354,910	17,053,399	93%	1,835,491	1,975,790	108%
Purchased Transportation Services	702,440	1,158,009	165%	70,244	131,047	187%
Fuel	8,430,880	7,457,336	88%	843,088	830,599	99%
Other Materials and Supplies	4,655,330	4,313,828	93%	465,533	674,924	145%
Professional Services	3,238,120	1,253,405	39%	323,812	69,467	21%
Other Services	3,919,310	2,989,558	76%	391,931	382,393	98%
Lease and Miscellaneous Expenses	688,800	445,089	65%	68,880	37,767	55%
Casualty and Liability Insurance	1,796,940	1,026,440	57%	179,694	114,816	64%
Utilities	1,057,940	1,105,868	105%	105,794	126,892	120%
Taxes and Licenses	338,940	278,100	82%	33,894	27,085	80%
Interest Expense	<u>399,710</u>	<u>305,380</u>	76%	<u>39,971</u>	<u>29,380</u>	74%
Total Operating Expenses	<u>76,599,670</u>	<u>69,124,671</u>	90%	<u>7,659,967</u>	<u>7,704,710</u>	101%
<b>OPERATING GAIN / (LOSS)</b>	<u>\$ 41,080</u>	<u>\$ 4,768,313</u>	11607%	<u>\$ 4,108</u>	<u>\$ (19,261)</u>	-469%



**CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY**  
**PARATRANSIT SEGMENT**  
**STATEMENT OF REVENUES AND EXPENSES**  
**FOR THE MONTH OF JULY 2010 AND THE TEN MONTHS ENDED JULY 31, 2010**  
**(UNAUDITED)**

	Year to Date			Month of July		
	<u>Budget</u>	<u>Actual</u>	<u>%</u>	<u>Budget</u>	<u>Actual</u>	<u>%</u>
<b>OPERATING REVENUES</b>						
Customer Fares	\$ 1,058,420	\$ 1,142,545	108%	\$ 105,842	\$ 122,687	116%
Contract Services:						
Local Financial Assistance	-	-	0%	-	-	0%
Other Contractual Services	6,898,420	6,803,572	99%	689,842	641,470	93%
Advertising	-	-	0%	-	-	0%
Other Operating Income	-	-	0%	-	-	0%
Total Operating Revenues	<u>7,956,840</u>	<u>7,946,117</u>	100%	<u>795,684</u>	<u>764,157</u>	96%
<b>NONOPERATING REVENUES</b>						
Operating assistance grants:						
Federal	-	-	0%	-	-	0%
State of Florida	-	-	0%	-	-	0%
Local	7,799,570	7,799,570	100%	779,957	779,957	100%
Planning and other assistance grants:						
Federal - Commuter Rail Project	-	-	0%	-	-	0%
Federal - Other	1,658,000	1,694,378	102%	165,800	165,800	100%
State of Florida - Commuter Rail Project	-	-	0%	-	-	0%
State of Florida - BRT Circulator Project	-	-	0%	-	-	0%
State of Florida - Other	-	-	0%	-	-	0%
Local Matching - BRT Circulator Project	-	-	0%	-	-	0%
Local Matching - Other	-	-	0%	-	-	0%
Interest Income	-	-	0%	-	-	0%
Gain / (Loss) on the Sale of Assets	-	-	0%	-	-	0%
Total Nonoperating Revenues	<u>9,457,570</u>	<u>9,493,948</u>	100%	<u>945,757</u>	<u>945,757</u>	100%
Fund Balance	-	-	0%	-	-	0%
Total Revenues	<u>17,414,410</u>	<u>17,440,065</u>	100%	<u>1,741,441</u>	<u>1,709,914</u>	98%
<b>OPERATING EXPENSES</b>						
Salaries and Wages	302,020	280,532	93%	30,202	26,222	87%
Fringe Benefits	178,750	166,374	93%	17,875	20,963	117%
Purchased Transportation Services	15,007,830	15,595,027	104%	1,500,783	1,677,723	112%
Fuel	1,385,580	1,457,758	105%	138,558	157,553	114%
Other Materials and Supplies	53,780	13,935	26%	5,378	618	11%
Professional Services	358,510	119,239	33%	35,851	12,929	36%
Other Services	124,740	153,702	123%	12,474	-	N/A
Lease and Miscellaneous Expenses	15,480	3,936	25%	1,548	972	63%
Casualty and Liability Insurance	-	-	0%	-	-	0%
Utilities	48,450	35,930	74%	4,845	4,798	99%
Taxes and Licenses	44,450	50,508	114%	4,445	4,775	107%
Interest Expense	-	-	0%	-	-	0%
Total Operating Expenses	<u>17,519,590</u>	<u>17,876,941</u>	102%	<u>1,751,959</u>	<u>1,906,553</u>	109%
<b>OPERATING GAIN / (LOSS)</b>	<u>\$ (105,180)</u>	<u>\$ (436,876)</u>	-315%	<u>\$ (10,518)</u>	<u>\$ (196,639)</u>	-1770%

**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:** Financial Reports  
Monthly Financial Reports - June 30, 2010

**Date:** 9/23/2010

---

Please find attached the monthly financial report for the nine months ending June 30, 2010. LYNX' Balance Sheet and Statement of Revenues, Expenses, and Changes in Net Assets (Operating Statement) for the nine months ending June 30, 2010 reflect total revenue earned in the amount of \$81,937,686 and total expenses incurred in the amount of \$77,390,349 resulting in a net operating profit of \$4,547,337.

- Fixed route, Vanpool, and Pick-Up Line services resulted in an operating profit of \$4,787,574 for the first nine months of the fiscal year.
- Paratransit services resulted in an operating loss of \$(240,237) for the first nine months of the fiscal year.

**Fixed Route Operations:**

The year-to-date Operating Revenues are lower than budget at 95%. Customer fares are 98% of the budgeted amount year-to-date, but 93% for the month of June. For the fourth time this year, LYNX' ridership is up by 2.8% year-over-year. Also, LYNX' ridership is up by 10.1 % for the month of June. If these trend continues, LYNX' ridership will reflect a greater increase for the year.

LYNX continues to experience minimal results in the Orlando advertising market, primarily relating 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 representing 52% of the budget. Actual revenues year-to-date through June 2010 for advertising on buses, shelters, and in-kind (trade) transactions are \$636,504, \$44,690, and \$38,576, respectively. The Advertising Sales staff continues to actively seek new clients and work with existing clients to offer an attractive and affordable advertising program.

On the positive side, LYNX continues to experience a decrease in the price of fuel, which is under budget by approximately 13% for the first nine months of the fiscal year. In the month of June, LYNX paid an average net price of \$2.18 (net) per gallon for diesel fuel and \$2.22 (net) per gallon for bio-diesel, which is on target with the budgeted price of \$2.25 (net). The national diesel fuel price for the month of June 2010 was \$2.63 (net), which may be an indication of an anticipated increase in the price of fuel for LYNX throughout the year. We are \$961,055 under budget for the first nine months of 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, reductions in overtime, medical expenses, and less vacation and holiday pay than anticipated year-to-date. In addition, expenses related to materials and supplies, other services, leases and miscellaneous expenses are less than budgeted.

Professional services related to remediation projects at South Street, the “Public Awareness and Multidiscipline Training”, “Fast Track Training” and other training grant programs are less than anticipated. Casualty and liability 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 less than anticipated revenues from the Transportation Disadvantage Commission year-to-date resulting from fewer trips compared to budget. Although administrative expenses are on target, purchased transportation services are slightly above budget for the first nine months of the fiscal year.

The price of unleaded fuel for the month is higher than anticipated for the month. The use of unleaded fuel is higher than anticipated year-to-date, which is primarily related to the increase in trips for the month of June. The fuel is budgeted at a net price of \$2.00 (net) per gallon in the FY2010 budget. LYNX is currently paying \$2.30 (net) per gallon. The national unleaded fuel price for the month of June 2010 was \$2.47 (net).

Although purchased transportation costs year-to-date are slightly above the amounts budgeted, our provider, MV Transportation, is currently providing 1.29 trips per hour. The budget in FY2010 reflects 1.36 trips per hour. This contributes to the impact of the increase in trip costs year-to-date. However, the decrease in actual trips compared to budgeted trips, offsets the increase in trip costs. An analysis follows:

<b>ACCESS LYNX</b>			
<b>FY2010</b>	<b>Trips (Year-to-Date)</b>	<b>Trip Rate (Blended)</b>	<b>Costs</b>
<b>Actual (with est.)</b>	<b>424,451</b>	<b>\$32.79</b>	<b>\$13,917,304</b>
<b>Budget (rounding)</b>	<b>460,368</b>	<b>\$29.34</b>	<b>\$13,507,047</b>
<b>Excess Trips/Costs</b>	<b>(35,911)</b>	<b>\$ 3.45</b>	<b>\$ 410,257</b>

**CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY**  
**BALANCE SHEETS**  
**JUNE 30, 2010 AND 2009**  
(UNAUDITED)

	<u>2010</u>	<u>2009</u>
<b>ASSETS</b>		
<b>CURRENT ASSETS:</b>		
Cash and cash equivalents	\$ 22,283,202	\$ 21,618,003
Receivables:		
Local, trade and operating assistance	6,110,229	3,525,255
Federal grants	7,503,748	7,893,461
State grants	9,276,274	9,175,016
Inventory	2,048,780	1,967,137
Prepaid expenses and other assets	229,457	265,876
Restricted cash and cash equivalents	<u>1,544,508</u>	<u>1,505,205</u>
Total current assets	<u>48,996,198</u>	<u>45,949,953</u>
<b>NONCURRENT ASSETS:</b>		
Restricted cash and cash equivalents	<u>4,300,368</u>	<u>4,300,241</u>
Property and equipment:		
Land	8,571,465	8,571,465
Buildings and shelters	81,092,788	79,448,834
Revenue vehicles	98,933,346	96,259,435
Furniture, Fixtures & Equipment	21,883,360	22,606,398
Leasehold improvements	-	17,237
Total property and equipment	<u>210,480,959</u>	<u>206,903,369</u>
Less: accumulated depreciation	(88,075,143)	(80,795,064)
Construction in progress	<u>7,216,673</u>	<u>4,189,708</u>
Net property and equipment	<u>129,622,489</u>	<u>130,298,013</u>
Other assets	<u>-</u>	<u>1,374,355</u>
Total noncurrent assets	<u>133,922,857</u>	<u>135,972,609</u>
<b>TOTAL ASSETS</b>	<u>\$ 182,919,055</u>	<u>\$ 181,922,562</u>

**CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY**  
**BALANCE SHEETS**  
**JUNE 30, 2010 AND 2009**  
(UNAUDITED)

	<u>2010</u>	<u>2009</u>
<b>LIABILITIES AND NET ASSETS</b>		
<b>CURRENT LIABILITIES:</b>		
Accounts payable	\$ 4,437,686	\$ 4,396,850
Accrued salaries and related taxes	2,516,264	2,160,983
Accrued compensated absences	3,628,910	3,290,400
Accrued self-insurance liability, current	1,182,254	1,276,714
Leases payable, current	1,076,477	1,035,088
SIB loans payable, current	2,356,814	3,084,747
Deferred operating revenue	6,985,094	11,579,820
Deferred capital	1,007,759	968,456
Total current liabilities	<u>23,191,258</u>	<u>27,793,058</u>
<b>NONCURRENT LIABILITIES:</b>		
Leases payable, long-term	3,804,848	4,881,325
Loans payable	7,473,077	9,829,891
Accrued self-insurance liability, long-term	<u>3,093,050</u>	<u>2,247,335</u>
Total noncurrent liabilities	<u>14,370,975</u>	<u>16,958,551</u>
Total liabilities	<u>37,562,233</u>	<u>44,751,609</u>
<b>NET ASSETS:</b>		
Invested in capital assets, net of related debt	119,189,440	114,255,945
Restricted	536,750	536,749
Unrestricted	<u>25,630,632</u>	<u>22,378,259</u>
Total net assets	<u>145,356,822</u>	<u>137,170,953</u>
<b>TOTAL LIABILITIES AND NET ASSETS</b>	<u>\$ 182,919,055</u>	<u>\$ 181,922,562</u>

**CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY**  
**STATEMENT OF REVENUES AND EXPENSES**  
**FOR THE MONTH OF JUNE 2010 AND THE NINE MONTHS ENDED JUNE 30, 2010**  
**(UNAUDITED)**

	Year to Date			Month of June		
	<u>Budget</u>	<u>Actual</u>	<u>%</u>	<u>Budget</u>	<u>Actual</u>	<u>%</u>
<b>OPERATING REVENUES</b>						
Customer Fares	\$ 16,658,667	\$ 16,446,375	99%	\$ 1,850,963	\$ 1,735,364	94%
Contract Services:						
Local Financial Assistance	6,652,737	6,428,298	97%	739,193	730,835	99%
Other Contractual Services	8,274,816	7,976,082	96%	919,424	1,299,805	141%
Advertising	1,372,500	719,770	52%	152,500	151,373	99%
Other Operating Income	<u>236,637</u>	<u>295,039</u>	125%	<u>26,293</u>	<u>40,113</u>	153%
Total Operating Revenues	<u>33,195,357</u>	<u>31,865,564</u>	96%	<u>3,688,373</u>	<u>3,957,490</u>	107%
<b>NONOPERATING REVENUES</b>						
Operating assistance grants:						
Federal	562,500	1,405,285	250%	62,500	97,754	156%
State of Florida	5,981,022	5,986,248	100%	664,558	669,784	101%
Local	30,136,644	30,136,644	100%	3,348,516	3,348,516	100%
Planning and other assistance grants:						
Federal - Commuter Rail Project	-	-	0%	-	-	0%
Federal - Other	12,589,461	9,653,804	77%	1,398,829	1,224,453	88%
State of Florida - Commuter Rail Project	-	-	0%	-	-	0%
State of Florida - BRT Circulator Project	-	-	0%	-	-	0%
State of Florida - Other	2,040,606	2,800,993	137%	226,734	381,842	168%
Local Matching - BRT Circulator Project	-	-	0%	-	-	0%
Local Matching - Other	-	-	0%	-	-	0%
Interest Income	112,500	74,786	66%	12,500	6,923	55%
Gain / (Loss) on Sale of Assets	<u>31,554</u>	<u>14,362</u>	46%	<u>3,506</u>	<u>-</u>	N/A
Total Nonoperating Revenues	<u>51,454,287</u>	<u>50,072,122</u>	97%	<u>5,717,143</u>	<u>5,729,272</u>	100%
Total Revenues	<u>84,649,644</u>	<u>81,937,686</u>	97%	<u>9,405,516</u>	<u>9,686,762</u>	103%
<b>OPERATING EXPENSES</b>						
Salaries and Wages	29,986,533	28,688,019	96%	3,331,837	3,109,300	93%
Fringe Benefits	16,680,294	15,223,020	91%	1,853,366	1,848,115	100%
Purchased Transportation Services	14,139,243	14,944,266	106%	1,571,027	1,686,304	107%
Fuel	8,834,814	7,926,942	90%	981,646	968,999	99%
Other Materials and Supplies	4,238,199	3,652,221	86%	470,911	469,329	100%
Professional Services	3,236,967	1,290,248	40%	359,663	199,007	55%
Other Services	3,639,645	2,760,867	76%	404,405	360,435	89%
Lease and Miscellaneous Expenses	633,852	410,286	65%	70,428	36,259	51%
Casualty and Liability Insurance	1,617,246	911,624	56%	179,694	109,954	61%
Utilities	995,751	1,010,108	101%	110,639	120,005	108%
Taxes and Licenses	345,051	296,748	86%	38,339	32,094	84%
Interest Expense	<u>359,739</u>	<u>276,000</u>	77%	<u>39,971</u>	<u>29,380</u>	74%
Total Operating Expenses	<u>84,707,334</u>	<u>77,390,349</u>	91%	<u>9,411,926</u>	<u>8,969,181</u>	95%
<b>OPERATING GAIN / (LOSS)</b>	<u>\$ (57,690)</u>	<u>\$ 4,547,337</u>	7982%	<u>\$ (6,410)</u>	<u>\$ 717,581</u>	11295%

**CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY**  
**FIXED-ROUTE, VANPOOL AND PICK-UP LINE SEGMENT**  
**STATEMENT OF REVENUES AND EXPENSES**  
**FOR THE MONTH OF JUNE 2010 AND THE NINE MONTHS ENDED JUNE 30, 2010**  
**(UNAUDITED)**

	Year to Date			Month of June		
	<u>Budget</u>	<u>Actual</u>	<u>%</u>	<u>Budget</u>	<u>Actual</u>	<u>%</u>
<b>OPERATING REVENUES</b>						
Customer Fares	\$ 15,706,089	\$ 15,426,517	98%	\$ 1,745,121	\$ 1,620,943	93%
Contract Services:						
Local Financial Assistance	6,652,737	6,428,298	97%	739,193	730,835	99%
Other Contractual Services	2,066,238	1,813,980	88%	229,582	206,243	90%
Advertising	1,372,500	719,770	52%	152,500	151,373	99%
Other Operating Income	<u>236,637</u>	<u>295,039</u>	125%	<u>26,293</u>	<u>40,113</u>	153%
Total Operating Revenues	<u>26,034,201</u>	<u>24,683,604</u>	95%	<u>2,892,689</u>	<u>2,749,507</u>	95%
<b>NONOPERATING REVENUES</b>						
Operating assistance grants:						
Federal	562,500	1,405,285	250%	62,500	97,754	156%
State of Florida	5,981,022	5,986,248	100%	664,558	669,784	101%
Local	23,117,031	23,117,031	100%	2,568,559	2,568,559	100%
Planning and other assistance grants:						
Federal - Commuter Rail Project	-	-	0%	-	-	0%
Federal - Other	11,097,261	8,125,226	73%	1,233,029	1,058,653	86%
State of Florida - Commuter Rail Project	-	-	0%	-	-	0%
State of Florida - BRT Circulator Project	-	-	0%	-	-	0%
State of Florida - Other	2,040,606	2,800,993	137%	226,734	381,842	168%
Local Matching - BRT Circulator Project	-	-	0%	-	-	0%
Local Matching - Other	-	-	0%	-	-	0%
Interest Income	112,500	74,786	66%	12,500	6,923	55%
Gain / (Loss) on the Sale of Assets	<u>31,554</u>	<u>14,362</u>	46%	<u>3,506</u>	<u>-</u>	0%
Total Nonoperating Revenues	<u>42,942,474</u>	<u>41,523,931</u>	97%	<u>4,771,386</u>	<u>4,783,515</u>	100%
Fund Balance	<u>-</u>	<u>-</u>	0%	<u>-</u>	<u>-</u>	0%
Total Revenues	<u>68,976,675</u>	<u>66,207,535</u>	96%	<u>7,664,075</u>	<u>7,533,022</u>	98%
<b>OPERATING EXPENSES</b>						
Salaries and Wages	29,714,715	28,433,709	96%	3,301,635	3,083,506	93%
Fringe Benefits	16,519,419	15,077,609	91%	1,835,491	1,833,271	100%
Purchased Transportation Services	632,196	1,026,962	162%	70,244	131,564	187%
Fuel	7,587,792	6,626,737	87%	843,088	821,621	97%
Other Materials and Supplies	4,189,797	3,638,904	87%	465,533	469,366	101%
Professional Services	2,914,308	1,183,938	41%	323,812	185,348	57%
Other Services	3,527,379	2,607,165	74%	391,931	330,233	84%
Lease and Miscellaneous Expenses	619,920	407,322	66%	68,880	35,706	52%
Casualty and Liability Insurance	1,617,246	911,624	56%	179,694	109,954	61%
Utilities	952,146	978,976	103%	105,794	118,221	112%
Taxes and Licenses	305,046	251,015	82%	33,894	26,281	78%
Interest Expense	<u>359,739</u>	<u>276,000</u>	77%	<u>39,971</u>	<u>29,380</u>	74%
Total Operating Expenses	<u>68,939,703</u>	<u>61,419,961</u>	89%	<u>7,659,967</u>	<u>7,174,451</u>	94%
<b>OPERATING GAIN / (LOSS)</b>	<u>\$ 36,972</u>	<u>\$ 4,787,574</u>	12949%	<u>\$ 4,108</u>	<u>\$ 358,571</u>	8729%



**CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY**  
**PARATRANSIT SEGMENT**  
**STATEMENT OF REVENUES AND EXPENSES**  
**FOR THE MONTH OF JUNE 2010 AND THE NINE MONTHS ENDED JUNE 30, 2010**  
**(UNAUDITED)**

	Year to Date			Month of June		
	Budget	Actual	%	Budget	Actual	%
<b>OPERATING REVENUES</b>						
Customer Fares	\$ 952,578	\$ 1,019,858	107%	\$ 105,842	\$ 114,421	108%
Contract Services:						
Local Financial Assistance	-	-	0%	-	-	0%
Other Contractual Services	6,208,578	6,162,102	99%	689,842	1,093,562	159%
Advertising	-	-	0%	-	-	0%
Other Operating Income	-	-	0%	-	-	0%
Total Operating Revenues	<u>7,161,156</u>	<u>7,181,960</u>	100%	<u>795,684</u>	<u>1,207,983</u>	152%
<b>NONOPERATING REVENUES</b>						
Operating assistance grants:						
Federal	-	-	0%	-	-	0%
State of Florida	-	-	0%	-	-	0%
Local	7,019,613	7,019,613	100%	779,957	779,957	100%
Planning and other assistance grants:						
Federal - Commuter Rail Project	-	-	0%	-	-	0%
Federal - Other	1,492,200	1,528,578	102%	165,800	165,800	100%
State of Florida - Commuter Rail Project	-	-	0%	-	-	0%
State of Florida - BRT Circulator Project	-	-	0%	-	-	0%
State of Florida - Other	-	-	0%	-	-	0%
Local Matching - BRT Circulator Project	-	-	0%	-	-	0%
Local Matching - Other	-	-	0%	-	-	0%
Interest Income	-	-	0%	-	-	0%
Gain / (Loss) on the Sale of Assets	-	-	0%	-	-	0%
Total Nonoperating Revenues	<u>8,511,813</u>	<u>8,548,191</u>	100%	<u>945,757</u>	<u>945,757</u>	100%
Fund Balance	-	-	0%	-	-	0%
Total Revenues	<u>15,672,969</u>	<u>15,730,151</u>	100%	<u>1,741,441</u>	<u>2,153,740</u>	124%
<b>OPERATING EXPENSES</b>						
Salaries and Wages	271,818	254,310	94%	30,202	25,794	85%
Fringe Benefits	160,875	145,411	90%	17,875	14,844	83%
Purchased Transportation Services	13,507,047	13,917,304	103%	1,500,783	1,554,740	104%
Fuel	1,247,022	1,300,205	104%	138,558	147,378	106%
Other Materials and Supplies	48,402	13,317	28%	5,378	(37)	-1%
Professional Services	322,659	106,310	33%	35,851	13,659	38%
Other Services	112,266	153,702	137%	12,474	30,202	N/A
Lease and Miscellaneous Expenses	13,932	2,964	21%	1,548	553	N/A
Casualty and Liability Insurance	-	-	0%	-	-	0%
Utilities	43,605	31,132	71%	4,845	1,784	37%
Taxes and Licenses	40,005	45,733	114%	4,445	5,813	131%
Interest Expense	-	-	0%	-	-	0%
Total Operating Expenses	<u>15,767,631</u>	<u>15,970,388</u>	101%	<u>1,751,959</u>	<u>1,794,730</u>	102%
<b>OPERATING GAIN / (LOSS)</b>	<u>\$ (94,662)</u>	<u>\$ (240,237)</u>	-154%	<u>\$ (10,518)</u>	<u>\$ 359,010</u>	3513%

**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 (ARRA) for June and July 2010

**Date:** 9/23/2010

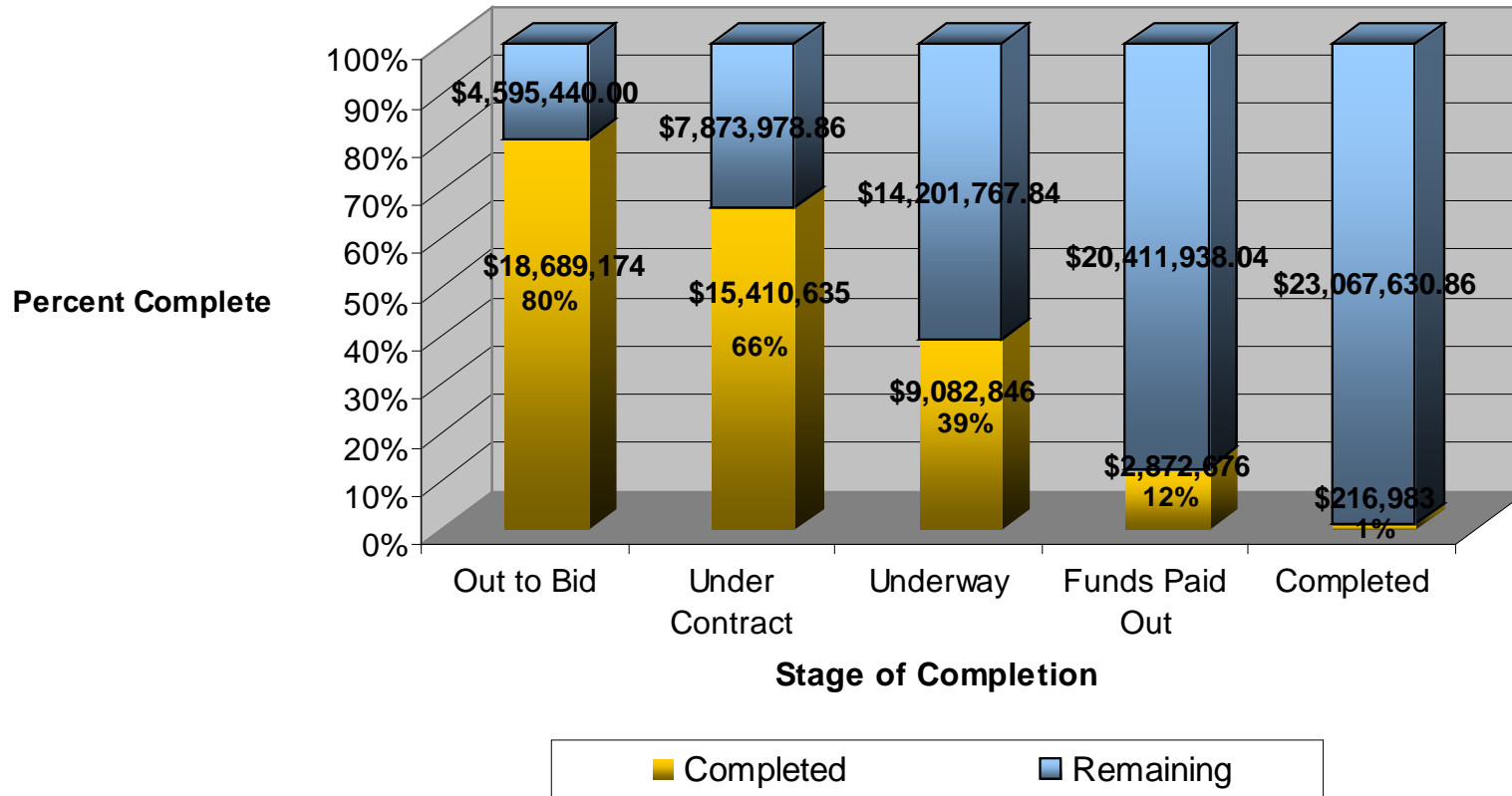
---

Work being completed as part of the American Recovery and Reinvestment Act (ARRA) is well underway. As of June 30, 2010, LYNX has encumbered \$11.2 million, or 35% of the \$31.5 million awarded. A total of 5.2 million, or 16%, of the work has been completed and paid out. Individual projects funded by ARRA include adding shelters throughout the service area, procuring hybrid buses for the LYMMO service and new Paratransit vehicles, along with upgrading our facilities to include brake testing, generators and a new paint booth at the LYNX Operations Center (LOC), among others. The brake dynamometer has been installed at the LOC and has been accepted as well as the energy-efficient, safety film on the LYNX Central Station (LCS) and LOC windows. Both of these projects came in under budget when bids were received. The LOC Parking Lot addition bids are scheduled to be received September 8, 2010 (refer to individual board item for results) and the LOC Emergency Generators and Building Upgrades project is expected to be issued for bid in September also. For a complete list of projects and their individual status, please see the Table below.

The following table and chart show, on a cumulative basis, the status and stage of completion of each specific ARRA project as of June 30, 2010 and July 31, 2010. The stages of completion being reported include Out-to-Bid, Under Contract, Underway and Completed. Also included is the amount of ARRA funds paid out to date, number of jobs created/retained and the associated hours worked and payroll (see Table of LYNX' Project Status).

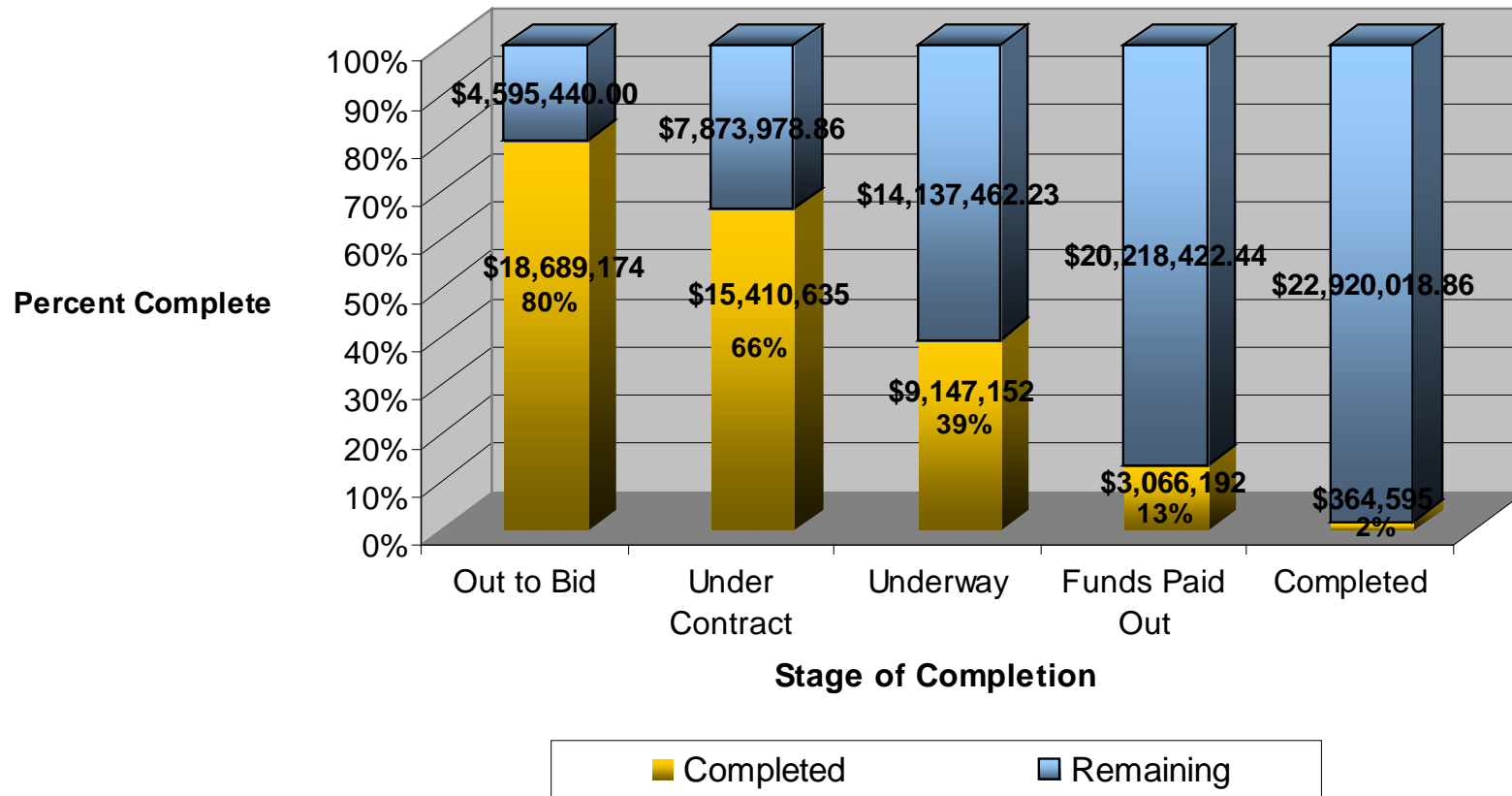
LYNX Progress Chart on ARRA projects as of June 30, 2010:

**Recovery Act Funds Associated With Projects (\$23,284,615)**





LYNX Progress Chart on ARRA projects as of July 31, 2010:

**Recovery Act Funds Associated With Projects (\$23,284,615)**





## LYNX Progress Table on ARRA projects as of June 30, 2010:

 <div style="text-align: center;"> <b>LYNX</b>  <b>AMERICAN RECOVERY &amp; REINVESTMENT ACT (ARRA)</b>  <b>TRANSPORTATION &amp; INFRASTRUCTURE COMMITTEE REPORT</b>  <b>DATA REPORTED THROUGH JUNE 30, 2010</b> </div> 														
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	67,892	7,647	1	150,000	1	67,892	1	67,892			4	52	2,160
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													
Parking Lot Improvements- LO	400,000	87,865	60,220	1	87,694	1	87,694	1	87,865			15	613	20,513
Elect/Mech Improvements	259,764													
Bus Shelters (Counties & City)	7,857,651	1,729,690	798,599	1	7,857,651	1	7,857,651	1	1,729,690			140	7,459	165,278
Fare Payment System Upgrade	937,710													
Bus Surveillance/Cameras	1,545,340			1	1,545,340									
Kissimmee Transfer Ctr Design	200,000			1	200,000	1	200,000							
Rosement Transfer Center	416,083													
West Oaks Transfer Center	416,083	7,660	7,660	1	7,660	1	7,660	1	7,660			2	48	624
Sanford Transfer Center	416,083	3,830	3,830	1	3,830	1	3,830	1	3,830					
Integrate CCTV System	449,000													
LYMMO Buses	5,000,000	4,613,917		1	5,000,000	1	4,613,917	1	4,613,917					
Circulator Vehicles	451,608													
Paratransit Vehicles	3,220,000	2,197,125	1,630,125	1	3,220,000	1	2,197,125	1	2,197,125			20	7,360	294,400
Energy Eff Lighting Upgrade	125,000			1	125,000									
Energy Eff/Sec Window Film	192,000	157,884	147,612	1	192,000	1	157,884	1	157,884			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			
<b>LYNX PROJECTS</b>	<b>23,284,615</b>	<b>9,082,846</b>	<b>2,872,676</b>	<b>13</b>	<b>18,689,175</b>	<b>11</b>	<b>15,410,636</b>	<b>10</b>	<b>9,082,846</b>	<b>2</b>	<b>216,983</b>	<b>186</b>	<b>16,149</b>	<b>510,420</b>
Urban Preventative Maint	4,890,000													
Urban Cap Cost of Contracting	1,000,000													
Project Administration	400,000	125,805	125,805	1	400,000	1	125,805	1	125,805			4	3,448	124,709
<b>SUBTOTAL Urban Grant</b>	<b>29,574,615</b>	<b>9,208,651</b>	<b>2,998,481</b>	<b>14</b>	<b>19,089,175</b>	<b>12</b>	<b>15,536,441</b>	<b>11</b>	<b>9,208,651</b>	<b>2</b>	<b>216,983</b>	<b>190</b>	<b>19,597</b>	<b>635,129</b>
*Rural Preventative Maint	534,468	1,951,270	1,951,270	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	54	91,946	1,951,270
Rural Cap Cost of Contracting	1,416,802													
<b>SUBTOTAL Rural Grant</b>	<b>1,951,270</b>	<b>1,951,270</b>	<b>1,951,270</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>54</b>	<b>91,946</b>	<b>1,951,270</b>
<b>TOTALS</b>	<b>31,525,885</b>	<b>11,159,921</b>	<b>4,949,751</b>	<b>14</b>	<b>19,089,175</b>	<b>12</b>	<b>15,536,441</b>	<b>11</b>	<b>9,208,651</b>	<b>2</b>	<b>216,983</b>	<b>244</b>	<b>111,543</b>	<b>2,586,399</b>

\* Budget Revision submitted to FDOT for Capital Cost of Contracting to be added to Preventative Maintenance

## LYNX Progress Table on ARRA projects as of July 31, 2010:

 <div style="text-align: center;"> <b>LYNX</b>  <b>AMERICAN RECOVERY &amp; REINVESTMENT ACT (ARRA)</b>  <b>TRANSPORTATION &amp; INFRASTRUCTURE COMMITTEE REPORT</b>  <b>DATA REPORTED THROUGH JULY 31, 2010</b> </div> 														
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	67,892	7,647	1	150,000	1	67,892	1	67,892			4	52	2,160
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													
Parking Lot Improvements- LO	400,000	87,865	65,139	1	87,694	1	87,694	1	87,865			18	649	22,302
Elect/Mech Improvements	259,764													
Bus Shelters (Counties & City)	7,857,651	1,793,995	987,195	1	7,857,651	1	7,857,651	1	1,793,995			167	9,459	203,227
Fare Payment System Upgrad	937,710													
Bus Surveillance/Cameras	1,545,340			1	1,545,340									
Kissimmee Transfer Ctr Desig	200,000			1	200,000	1	200,000							
Rosement Transfer Center	416,083													
West Oaks Transfer Center	416,083	7,660	7,660	1	7,660	1	7,660	1	7,660			2	48	624
Sanford Transfer Center	416,083	3,830	3,830	1	3,830	1	3,830	1	3,830					
Integrate CCTV System	449,000													
LYMMO Buses	5,000,000	4,613,917		1	5,000,000	1	4,613,917	1	4,613,917					
Circulator Vehicles	451,608													
Paratransit Vehicles	3,220,000	2,197,125	1,630,125	1	3,220,000	1	2,197,125	1	2,197,125			20	7,360	294,400
Energy Eff Lighting Upgrade	125,000	10,272		1	125,000	1	10,272	1	10,272					
Energy Eff/Sec Window Film	192,000	147,612	147,612	1	192,000	1	147,612	1	147,612	1	147,612	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			
<b>LYNX PROJECTS</b>	<b>23,284,615</b>	<b>9,147,151</b>	<b>3,066,191</b>	<b>13</b>	<b>18,689,175</b>	<b>12</b>	<b>15,410,636</b>	<b>11</b>	<b>9,147,151</b>	<b>3</b>	<b>364,595</b>	<b>216</b>	<b>18,185</b>	<b>550,158</b>
Urban Preventative Maint	4,890,000													
Urban Cap Cost of Contracting	1,000,000													
Project Administration	400,000	138,012	138,012	1	400,000	1	138,012	1	138,012			4	3,796	136,915
<b>SUBTOTAL Urban Grant</b>	<b>29,574,615</b>	<b>9,285,163</b>	<b>3,204,203</b>	<b>14</b>	<b>19,089,175</b>	<b>13</b>	<b>15,548,648</b>	<b>12</b>	<b>9,285,163</b>	<b>3</b>	<b>364,595</b>	<b>220</b>	<b>21,981</b>	<b>687,073</b>
*Rural Preventative Maint	534,468	1,951,270	1,951,270	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	55	91,946	1,951,270
Rural Cap Cost of Contracting	1,416,802													
<b>SUBTOTAL Rural Grant</b>	<b>1,951,270</b>	<b>1,951,270</b>	<b>1,951,270</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>55</b>	<b>91,946</b>	<b>1,951,270</b>
<b>TOTALS</b>	<b>31,525,885</b>	<b>11,236,433</b>	<b>5,155,473</b>	<b>14</b>	<b>19,089,175</b>	<b>13</b>	<b>15,548,648</b>	<b>12</b>	<b>9,285,163</b>	<b>3</b>	<b>364,595</b>	<b>275</b>	<b>113,927</b>	<b>2,638,343</b>

\* Budget Revision submitted to FDOT for Capital Cost of Contracting to be added to Preventative Maintenance

Monthly Report D: Ridership Report

**To:** LYNX Board Of Directors

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

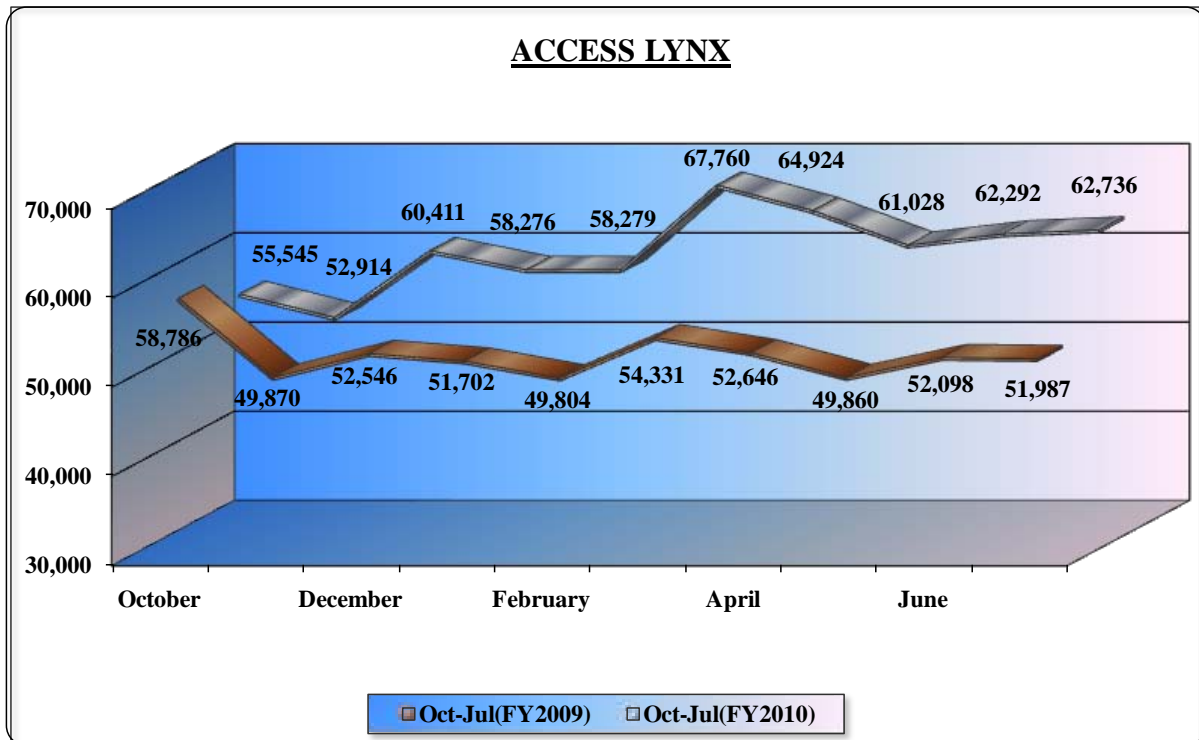
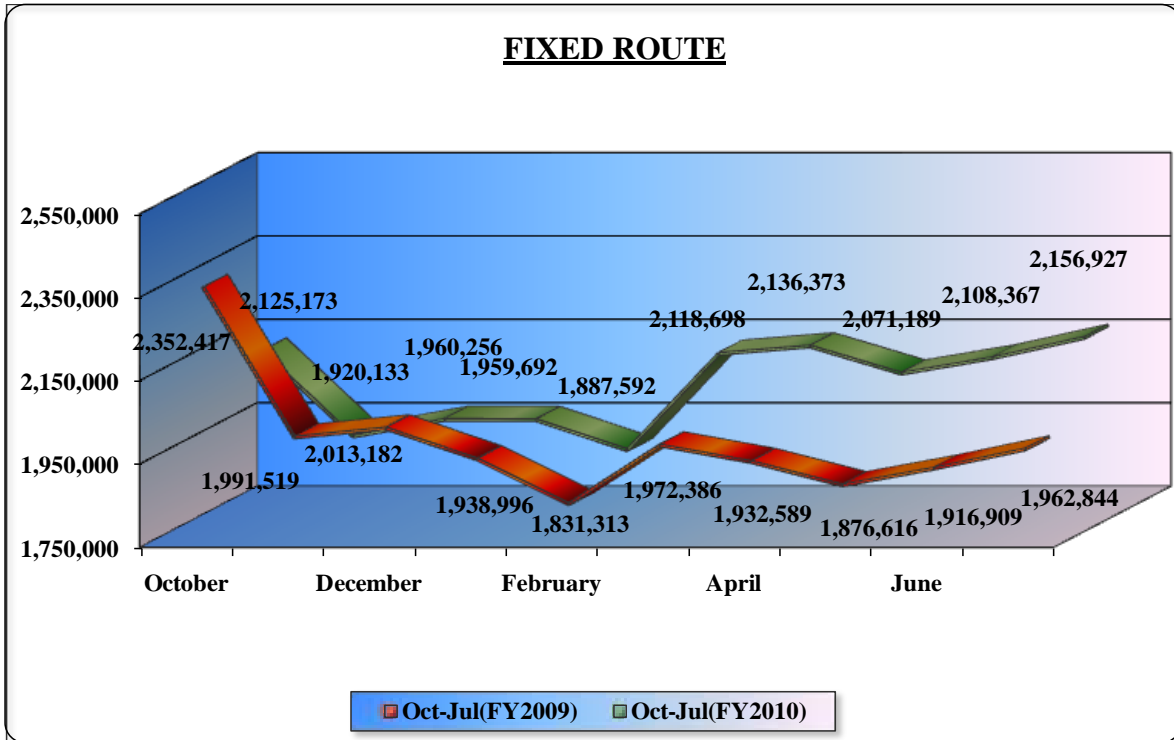
**Phone:** 407.841.2279 ext: 6058

**Item Name:** Ridership Reports from October 2009 through July 2010

**Date:** 9/23/2010

Year to date (October – July) Final

<i>Service Mode</i>	<i>Oct-Jul(FY2009)</i>	<i>Oct-Jul(FY2010)</i>	<i>% Change</i>
LYMMO	1,045,859	991,381	-5.21%
Fixed Route	18,698,723	19,352,734	3.50%
Pick Up Line	44,189	100,285	126.95%
<b>SUBTOTAL - FIXED ROUTE</b>	19,788,771	20,444,400	3.31%
Special Shuttles	44,952	36,950	-17.80%
ACCESS LYNX	523,630	604,165	15.38%
VanPlan	152,035	156,640	3.03%
<b>SUBTOTAL - OTHER SERVICES</b>	720,617	797,755	10.70%
<b>TOTAL ALL SERVICES</b>	20,509,388	21,242,155	3.57%





*Average Daily Ridership by Mode*

<i>Service Mode</i>	<i>Day</i>	<i>July-09</i>	<i>July-10</i>	<i>% Change</i>
<b>LYMMO</b>	Weekday	4,285	3,969	-7.37%
	Saturday	1,260	1,997	58.46%
	Sunday	1,019	987	-3.17%
<b>All Other Links</b>	Weekday	67,638	74,878	10.70%
	Saturday	44,603	53,878	20.79%
	Sunday	28,114	32,332	15.00%
<b>Total Fixed Route</b>	Weekday	71,923	78,848	9.63%
	Saturday	45,863	55,875	21.83%
	Sunday	29,133	33,318	14.37%
<b>ACCESS LYNX</b>	Weekday	2,151	2,544	18.28%
	Saturday	975	1,068	9.55%
	Sunday	315	355	12.88%
<b>Pick Up Line</b>	Weekday	352	411	16.67%
	Saturday	193	202	4.66%
<b>VanPlan</b>	Weekday	631	692	9.54%
	Saturday	119	86	-27.09%
	Sunday	119	112	-5.49%
<b>TOTAL LYNX SERVICES</b>	<b>Weekday</b>	<b>75,058</b>	<b>82,494</b>	<b>9.91%</b>
	<b>Saturday</b>	<b>47,149</b>	<b>57,231</b>	<b>21.38%</b>
	<b>Sunday</b>	<b>29,566</b>	<b>33,785</b>	<b>14.27%</b>

The following new links began service in December 2009:

- Link 306 – Poinciana/Downtown Disney Westside Transfer Center
- Link 612 – Winter Garden Pick Up Line
- Link 622 – Oviedo Pick Up Line

The following new links began service in April 2010:

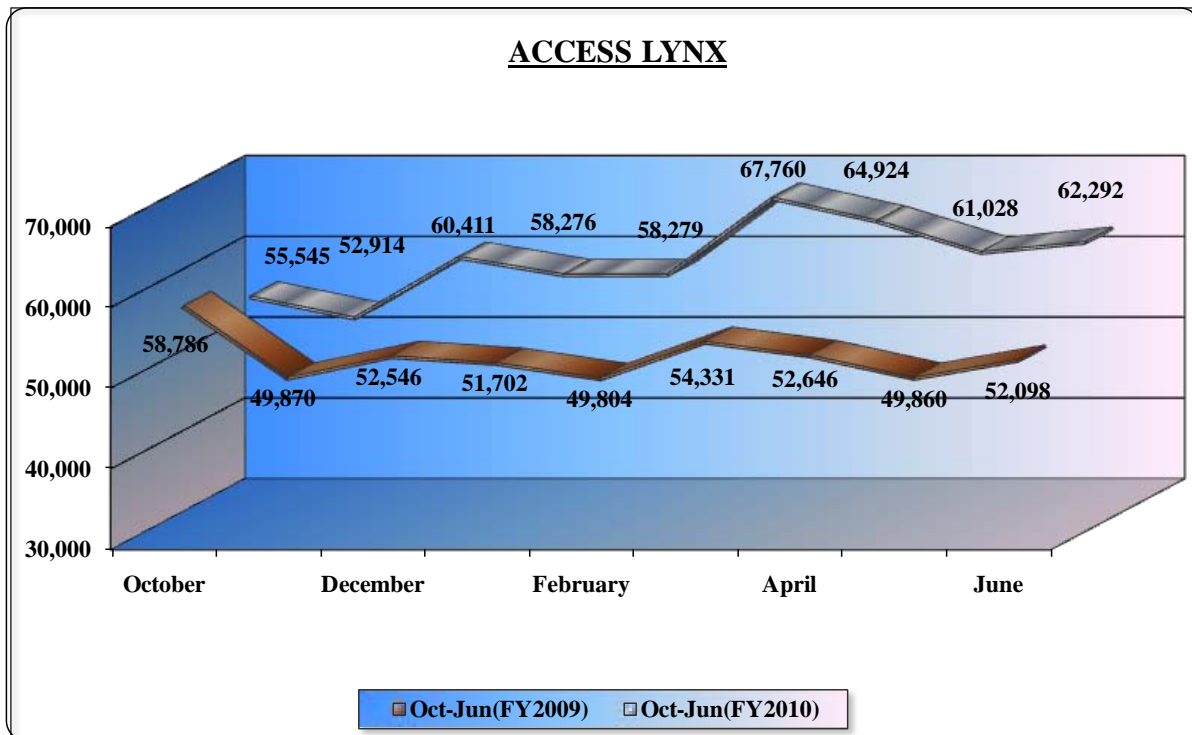
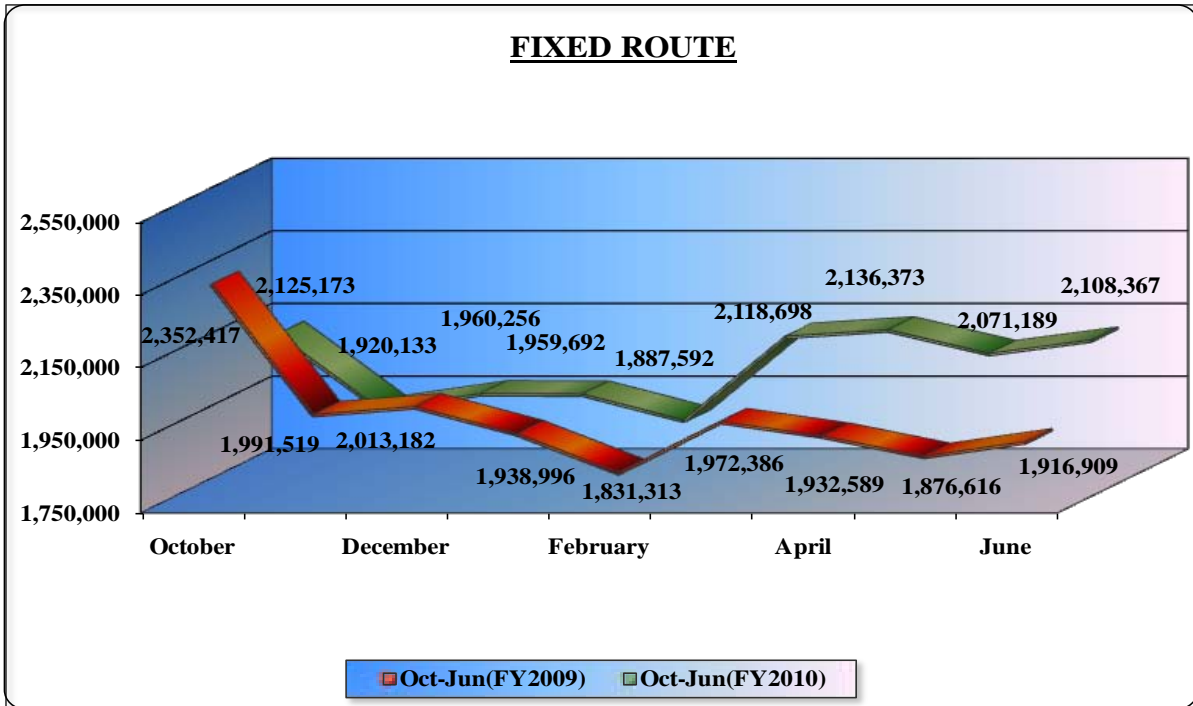
- Link 641 – Williamsburg PickUpLine

**LYNX Monthly Ridership**

<b>Fiscal Year 2010</b>													
<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			991,381
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			19,352,734
Pick Up Line	8,886	8,221	9,415	9,995	10,403	12,100	11,563	9,834	10,234	9,634			100,285
<b>SUBTOTAL - FIXED ROUTE</b>	<b>2,125,173</b>	<b>1,920,133</b>	<b>1,960,256</b>	<b>1,959,692</b>	<b>1,887,592</b>	<b>2,118,698</b>	<b>2,136,373</b>	<b>2,071,189</b>	<b>2,108,367</b>	<b>2,156,927</b>			<b>20,444,400</b>
Special Shuttles	65	6,538	8,301	21,632	82	16	42	273	1	0			36,950
ACCESS LYNX	55,545	52,914	60,411	58,276	58,279	67,760	64,924	61,028	62,292	62,736			604,165
VanPlan	15,586	14,398	14,692	15,673	15,394	17,568	16,111	15,102	16,020	16,096			156,640
<b>SUBTOTAL - OTHER SERVICES</b>	<b>71,196</b>	<b>73,850</b>	<b>83,404</b>	<b>95,581</b>	<b>73,755</b>	<b>85,344</b>	<b>81,077</b>	<b>76,403</b>	<b>78,313</b>	<b>78,832</b>			<b>797,755</b>
<b>TOTAL ALL SERVICES</b>	<b>2,196,369</b>	<b>1,993,983</b>	<b>2,043,660</b>	<b>2,055,273</b>	<b>1,961,347</b>	<b>2,204,042</b>	<b>2,217,450</b>	<b>2,147,592</b>	<b>2,186,680</b>	<b>2,235,759</b>			<b>21,242,155</b>
<b>% Change From Fiscal Year 2009 To Fiscal Year 2010</b>													
<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	0.2%	-0.2%	-1.2%	1.6%	-21.1%	-0.2%	-2.0%	-9.3%	-11.8%	-6.0%			-5.2%
Fixed Route	-10.5%	-4.1%	-3.1%	0.7%	4.2%	7.5%	11.0%	11.5%	11.2%	10.8%			3.5%
Pick Up Line	1032.0%	1123.4%	350.9%	169.3%	133.9%	123.6%	130.9%	58.3%	41.5%	11.8%			126.9%
<b>SUBTOTAL - FIXED ROUTE</b>	<b>-9.7%</b>	<b>-3.6%</b>	<b>-2.6%</b>	<b>1.1%</b>	<b>3.1%</b>	<b>7.4%</b>	<b>10.5%</b>	<b>10.4%</b>	<b>10.0%</b>	<b>9.9%</b>			<b>3.3%</b>
Special Shuttles	-99.1%	9.0%	12.7%	-9.7%	-66.7%		500.0%	254.5%					-17.8%
ACCESS LYNX	-5.5%	6.1%	15.0%	12.7%	17.0%	24.7%	23.3%	22.4%	19.6%	20.7%			15.4%
VanPlan	-10.9%	-0.8%	4.7%	-0.7%	9.4%	11.9%	3.2%	9.5%	1.9%	5.0%			3.0%
<b>SUBTOTAL - OTHER SERVICES</b>	<b>-14.8%</b>	<b>4.9%</b>	<b>12.8%</b>	<b>4.5%</b>	<b>15.0%</b>	<b>21.9%</b>	<b>18.8%</b>	<b>19.9%</b>	<b>15.5%</b>	<b>17.1%</b>			<b>10.7%</b>
<b>TOTAL ALL SERVICES</b>	<b>-9.8%</b>	<b>-3.3%</b>	<b>-2.1%</b>	<b>1.2%</b>	<b>3.5%</b>	<b>7.9%</b>	<b>10.8%</b>	<b>10.7%</b>	<b>10.2%</b>	<b>10.1%</b>			<b>3.6%</b>
<b>Fiscal Year 2009</b>													
<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	105,234	87,718	90,839	96,493	104,201	108,814	116,807	117,118	110,958	107,677	113,928	97,397	1,257,184
Fixed Route	2,246,398	1,903,129	1,920,255	1,838,792	1,722,664	1,858,160	1,810,775	1,753,285	1,798,719	1,846,546	1,859,440	1,887,488	22,445,651
Pick Up Line	785	672	2,088	3,711	4,448	5,412	5,007	6,213	7,232	8,621	8,619	8,611	61,419
<b>SUBTOTAL - FIXED ROUTE</b>	<b>2,352,417</b>	<b>1,991,519</b>	<b>2,013,182</b>	<b>1,938,996</b>	<b>1,831,313</b>	<b>1,972,386</b>	<b>1,932,589</b>	<b>1,876,616</b>	<b>1,916,909</b>	<b>1,962,844</b>	<b>1,981,987</b>	<b>1,993,496</b>	<b>23,764,254</b>
Special Shuttles	7,305	5,996	7,367	23,954	246	0	7	77	0	0	0	33	44,985
ACCESS LYNX	58,786	49,870	52,546	51,702	49,804	54,331	52,646	49,860	52,098	51,987	49,934	51,275	624,839
VanPlan	17,488	14,520	14,030	15,783	14,068	15,706	15,606	13,788	15,714	15,332	14,808	15,518	182,361
<b>SUBTOTAL - OTHER SERVICES</b>	<b>83,579</b>	<b>70,386</b>	<b>73,943</b>	<b>91,439</b>	<b>64,118</b>	<b>70,037</b>	<b>68,259</b>	<b>63,725</b>	<b>67,812</b>	<b>67,319</b>	<b>64,742</b>	<b>66,826</b>	<b>852,185</b>
<b>TOTAL ALL SERVICES</b>	<b>2,435,996</b>	<b>2,061,905</b>	<b>2,087,125</b>	<b>2,030,435</b>	<b>1,895,431</b>	<b>2,042,423</b>	<b>2,000,848</b>	<b>1,940,341</b>	<b>1,984,721</b>	<b>2,030,163</b>	<b>2,046,729</b>	<b>2,060,322</b>	<b>24,616,439</b>

**Year to date (October – June) Final**

<i>Service Mode</i>	<i>Oct-Jun(FY2009)</i>	<i>Oct-Jun(FY2010)</i>	<i>% Change</i>
LYMMO	938,182	890,124	-5.12%
Fixed Route	16,852,177	17,306,698	2.70%
Pick Up Line	35,568	90,651	154.87%
<b>SUBTOTAL - FIXED ROUTE</b>	<b>17,825,927</b>	<b>18,287,473</b>	<b>2.59%</b>
Special Shuttles	44,952	36,950	-17.80%
ACCESS LYNX	471,643	541,429	14.80%
VanPlan	136,703	139,916	2.35%
<b>SUBTOTAL - OTHER SERVICES</b>	<b>653,298</b>	<b>718,295</b>	<b>9.95%</b>
<b>TOTAL ALL SERVICES</b>	<b>18,479,225</b>	<b>19,005,768</b>	<b>2.85%</b>



*Average Daily Ridership by Mode*

<i>Service Mode</i>	<i>Day</i>	<i>June-09</i>	<i>June-10</i>	<i>% Change</i>
<b>LYMMO</b>	Weekday	4,433	3,971	-10.42%
	Saturday	1,634	1,853	13.39%
	Sunday	1,726	780	-54.78%
<b>All Other Links</b>	Weekday	68,114	75,697	11.13%
	Saturday	47,064	52,981	12.57%
	Sunday	27,987	30,747	9.86%
<b>Total Fixed Route</b>	Weekday	72,547	79,668	9.82%
	Saturday	48,698	54,834	12.60%
	Sunday	29,712	31,527	6.11%
<b>ACCESS LYNX</b>	Weekday	2,336	2,569	9.98%
	Saturday	1,033	1,113	7.77%
	Sunday	331	328	-0.83%
<b>Pick Up Line</b>	Weekday	299	422	41.21%
	Saturday	165	236	43.18%
<b>VanPlan</b>	Weekday	677	666	-1.57%
	Saturday	109	99	-9.22%
	Sunday	98	86	-12.24%
<b>TOTAL LYNX SERVICES</b>	<b>Weekday</b>	<b>75,859</b>	<b>83,326</b>	<b>9.84%</b>
	<b>Saturday</b>	<b>50,004</b>	<b>56,281</b>	<b>12.55%</b>
	<b>Sunday</b>	<b>30,141</b>	<b>31,941</b>	<b>5.97%</b>

The following new links began service in December 2009:

- Link 306 – Poinciana/Downtown Disney Westside Transfer Center
- Link 612 – Winter Garden Pick Up Line
- Link 622 – Oviedo Pick Up Line

The following new links began service in April 2010:

- Link 641 – Williamsburg PickUpLine

**LYNX Monthly Ridership**

<b>Fiscal Year 2010</b>													
<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				890,124
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				17,306,698
Pick Up Line	8,886	8,221	9,415	9,995	10,403	12,100	11,563	9,834	10,234				90,651
SUBTOTAL - FIXED ROUTE	2,125,173	1,920,133	1,960,256	1,959,692	1,887,592	2,118,698	2,136,373	2,071,189	2,108,367				18,287,473
Special Shuttles	65	6,538	8,301	21,632	82	16	42	273	1				36,950
ACCESS LYNX	55,545	52,914	60,411	58,276	58,279	67,760	64,924	61,028	62,292				541,429
VanPlan	15,586	14,398	14,692	15,673	15,394	17,568	16,111	15,102	15,392				139,916
SUBTOTAL - OTHER SERVICES	71,196	73,850	83,404	95,581	73,755	85,344	81,077	76,403	77,685				718,295
<b>TOTAL ALL SERVICES</b>	<b>2,196,369</b>	<b>1,993,983</b>	<b>2,043,660</b>	<b>2,055,273</b>	<b>1,961,347</b>	<b>2,204,042</b>	<b>2,217,450</b>	<b>2,147,592</b>	<b>2,186,052</b>				<b>19,005,768</b>
<b>% Change From Fiscal Year 2009 To Fiscal Year 2010</b>													
<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	0.2%	-0.2%	-1.2%	1.6%	-21.1%	-0.2%	-2.0%	-9.3%	-11.8%				-5.1%
Fixed Route	-10.5%	-4.1%	-3.1%	0.7%	4.2%	7.5%	11.0%	11.5%	11.2%				2.7%
Pick Up Line	1032.0%	1123.4%	350.9%	169.3%	133.9%	123.6%	130.9%	58.3%	41.5%				154.9%
SUBTOTAL - FIXED ROUTE	-9.7%	-3.6%	-2.6%	1.1%	3.1%	7.4%	10.5%	10.4%	10.0%				2.6%
Special Shuttles	-99.1%	9.0%	12.7%	-9.7%	-66.7%		500.0%	254.5%					-17.8%
ACCESS LYNX	-5.5%	6.1%	15.0%	12.7%	17.0%	24.7%	23.3%	22.4%	19.6%				14.8%
VanPlan	-10.9%	-0.8%	4.7%	-0.7%	9.4%	11.9%	3.2%	9.5%	-2.0%				2.4%
SUBTOTAL - OTHER SERVICES	-14.8%	4.9%	12.8%	4.5%	15.0%	21.9%	18.8%	19.9%	14.6%				9.9%
<b>TOTAL ALL SERVICES</b>	<b>-9.8%</b>	<b>-3.3%</b>	<b>-2.1%</b>	<b>1.2%</b>	<b>3.5%</b>	<b>7.9%</b>	<b>10.8%</b>	<b>10.7%</b>	<b>10.1%</b>				<b>2.8%</b>
<b>Fiscal Year 2009</b>													
<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	105,234	87,718	90,839	96,493	104,201	108,814	116,807	117,118	110,958	107,677	113,928	97,397	1,257,184
Fixed Route	2,246,398	1,903,129	1,920,255	1,838,792	1,722,664	1,858,160	1,810,775	1,753,285	1,798,719	1,846,546	1,859,440	1,887,488	22,445,651
Pick Up Line	785	672	2,088	3,711	4,448	5,412	5,007	6,213	7,232	8,621	8,619	8,611	61,419
SUBTOTAL - FIXED ROUTE	2,352,417	1,991,519	2,013,182	1,938,996	1,831,313	1,972,386	1,932,589	1,876,616	1,916,909	1,962,844	1,981,987	1,993,496	23,764,254
Special Shuttles	7,305	5,996	7,367	23,954	246	0	7	77	0	0	0	33	44,985
ACCESS LYNX	58,786	49,870	52,546	51,702	49,804	54,331	52,646	49,860	52,098	51,987	49,934	51,275	624,839
VanPlan	17,488	14,520	14,030	15,783	14,068	15,706	15,606	13,788	15,714	15,332	14,808	15,518	182,361
SUBTOTAL - OTHER SERVICES	83,579	70,386	73,943	91,439	64,118	70,037	68,259	63,725	67,812	67,319	64,742	66,826	852,185
<b>TOTAL ALL SERVICES</b>	<b>2,435,996</b>	<b>2,061,905</b>	<b>2,087,125</b>	<b>2,030,435</b>	<b>1,895,431</b>	<b>2,042,423</b>	<b>2,000,848</b>	<b>1,940,341</b>	<b>1,984,721</b>	<b>2,030,163</b>	<b>2,046,729</b>	<b>2,060,322</b>	<b>24,616,439</b>

**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:** 9/23/2010

---

**Intelligent Transportation Systems (ITS)**

Harris IT Services Corporation has been issued a work order to update the LYNX ITS Strategic Plan. This plan details the ITS needs of LYNX, the ITS strategies to meet the needs, and the sequencing of interdependent projects. It also provides cost estimates, potential revenue sources, and helps to ensure LYNX' compliance with Federal ITS Architecture guidelines and requirements.

**MORETMCC**

Implementation and acceptance is underway for the customers and human service agencies to manage ACCESS LYNX trips through the internet. Customers and their representatives can schedule, cancel, and update trip reservations through a secure connection. They also have the option to receive a scheduled trip reminder the day prior to travel and a vehicle arrival reminder prior to their pick-up time. It is expected that this service will result in more system efficiency by reducing the non-revenue service hours related to "no-shows" and "late cancels."

Staff attended the 2010 National Rural Intelligent Transportation Systems Conference in Huntington, W.V. to share progress and "lessons learned" from the project. This is one of several meetings identified by the United States Department of Transportation for dissemination of information as part of the TMCC grant.

**Shelters and Amenities**

LYNX continues with the installation of shelters and associated amenities in the various jurisdictions. Significant progress is being made since the last board planning report.

**Seminole County-**

Completed installation of 9 shelters and associated amenities in Winter Springs.

Ordered shelters and submitted permitting for 30 additional shelter sites in Sanford, Lake Mary, Casselberry and Longwood.

## **Orange County-**

Resolved issues with permitting regarding clear path for shelter installation and shelter height. In process of ordering approximately 40 shelters and continued permitting process.

## **Orlando-**

Coordinating with City staff to resolving permitting issues regarding shelter advertising. Once resolved and permitting continues, staff will order 30 additional shelters

## **Osceola County-**

Installed an additional 10 shelters and ordered an additional 25 shelters.

## **Geography Network**

LYNX Map and LYNX Map for Planners are two interactive mapping applications, providing access to LYNX geographic and transit information. Both map tools are accessible from the LYNX web site (GoLYNX.com). The LYNX Map for Planners is used to communicate current stop-level ridership information as well as ideas for proposed service changes in the near future with the planners from partnering agencies. Staff from LYNX transportation, planning and customer service divisions participated in user training focused on the added functionality to LYNX Geography Network. LYNX is using the new GIS server technology for all services and applications published on-line. GIS staff also conducted two training sessions at the monthly Regional Work Group meeting attended by representatives from our funding partners and other jurisdictions and agencies.

## **GIS**

GIS and planning staff updated and shared the following GIS information – bus stop locations, fixed bus route database, stop level ridership information, stop and shelter amenities and other GIS services. Analysis and support maps were prepared for the Unified Shelter Program, the Creative Village Development grant application, METROPLAN transit study and data for grant reports.

GIS and Planning staff continued work on the implementation of Transit Boarding Estimation and Simulation Tool (TBEST); a GIS based ridership forecasting application. After completing the network conversion tool to bringing data updates from the Trapeze scheduling system to the TBEST database, the consultant and GIS staff are working on the model calibration and the customized reporting for Alternative Mobility Analysis. This project will be completed during the first quarter of FY2011.

## **Downtown Circulator Expansion Alternatives Analysis**

Work continues to progress on the LYMMO Expansion Study. Project Kick-off meetings were held in August with a variety of groups including the general public, a Project Advisory Group (PAG) which is made up of representatives of key stakeholder groups as well as presentations to the Regional Working Group. A draft Alternatives Analysis document has been developed and will be transmitted to FTA in September. The consultant team lead by PB America has identified



several alignments for screening and public review. PAG members participated in a bus tour of the identified alignments September 15<sup>th</sup> in preparation to begin the screening process. The alignments will then be narrowed down based on mode, cost, feasibility and public preferences. After the initial screening further analysis will be performed on the alignment alternatives that remain. The project team is working on a ridership model for the study which will be based on upcoming on-board rider surveys to be conducted in October.

## **Long Range Transit & Finance Plan**

Planning staff and the consultant team lead by Tindale-Oliver and Associates have had an initial project administration kick-off meeting. Surveys have been conducted at the August Service Changes Public Workshops as well as at other public workshops to gain insight regarding the transit emphasis corridors and the vision the public has for future transit development. Public meetings are being planned for October in Orange and Osceola Counties and in November in Seminole County. Attitudinal surveys will be conducted in conjunction with the on-board ridership surveys being conducted in October for the LYMMO Expansion Study and the SunRail survey.

**Monthly Report F: Communications Report****To: LYNX Board Of Directors****From: Edward Johnson**  
CHIEF ADMINISTRATIVE OFFICER  
**Maria Colon**  
(Technical Contact)  
**William Fay**  
(Technical Contact)  
**Matthew Friedman**  
(Technical Contact)**Phone: 407.841.2279 ext: 6058****Item Name: Communication Division Report****Date: 9/23/2010**

---

**Media Relations**

July 1...Florida Trend printed a blurb on the Biodiesel Blending Station opening.

July 1...Orlando Sentinel, Central Florida News 13 and WOFL-TV/FOX 35 covered the special Board of Directors Meeting.

July 1...Sent press release on Edward Johnson being named interim CEO.

July 1...WFTV-TV/Channel 9 requested update on interim CEO.

July 2...Orlando Sentinel printed story on interim CEO.

July 2...Orlando Business Journal printed story on interim CEO.

July 2...Orlando Sentinel requested funding figures for series piece on issues facing Orange County Mayor candidates.

July 3...Orlando Sentinel printed series piece on issues facing Orange County Mayor candidates. They are asking questions of all candidates regarding multiple industries. This story was on funding solutions.

July 7...Orlando Sentinel blurb on LakeXpress bus agency wanting to put advertising on buses like LYNX.

July 8...Orlando Sentinel had a story on Gertrude's Way grant.

July 11...Orlando Sentinel editorial on funding LYNX.

July 11...Orlando Sentinel mention in Jane Healy editorial on funding SunRail. Mentions privatization of LYNX may be good.

July 12...Orlando Business Journal interview with Edward Johnson on Tiger II grant for Creative Village.

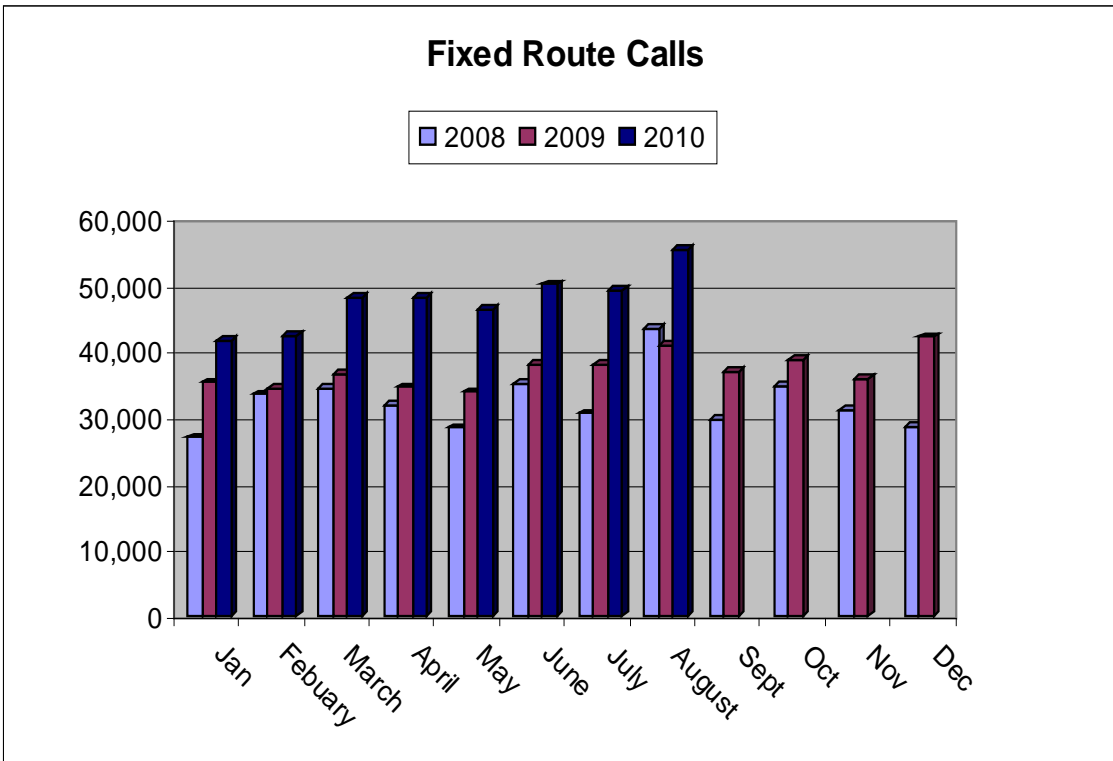
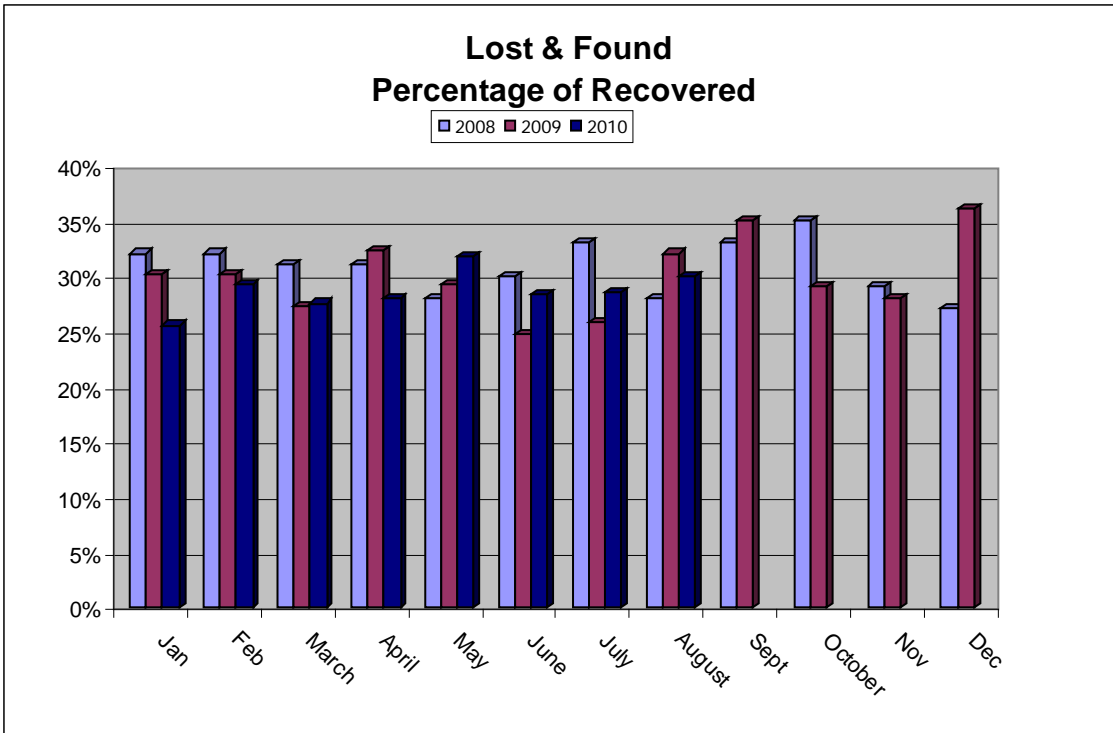
July 14...Orlando Sentinel Letter to the Editor on operator helping out lost passenger.

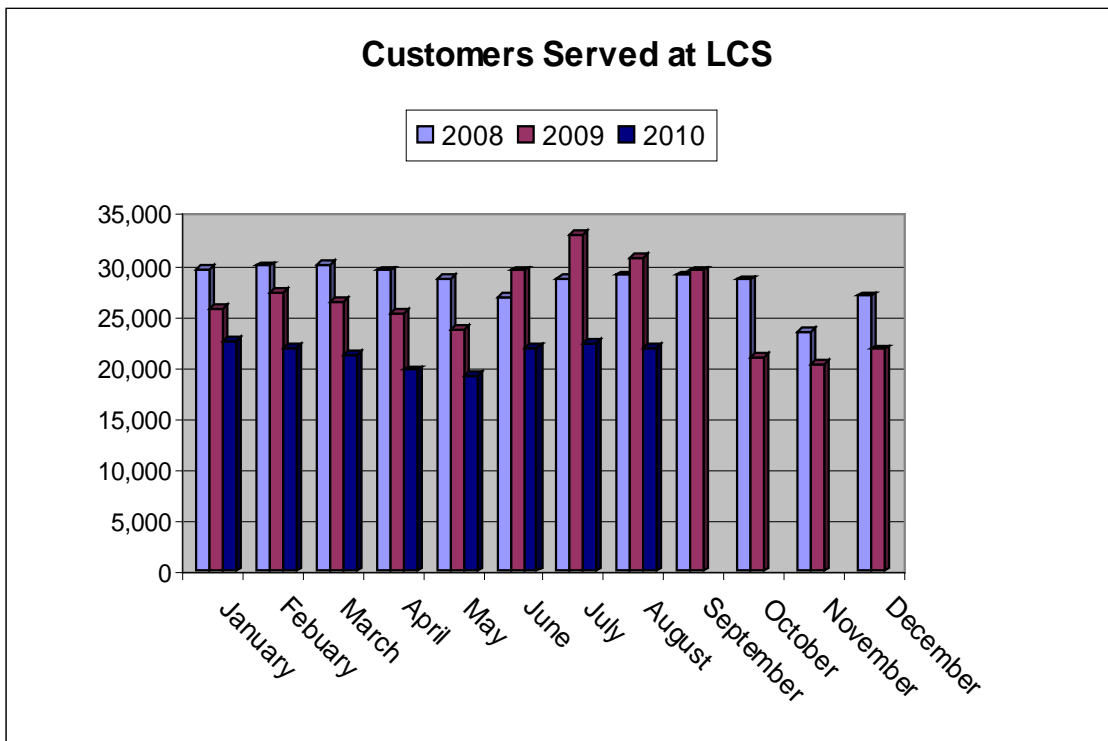
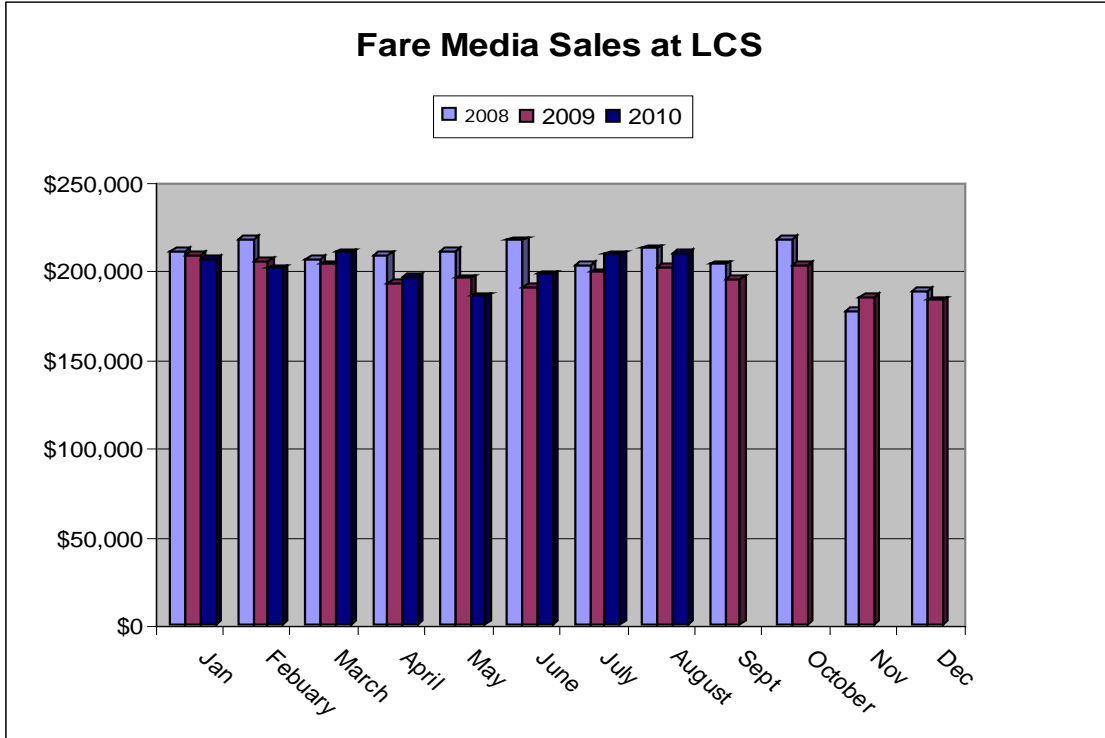
July 16...Sent release about Board of Directors Meeting date change.

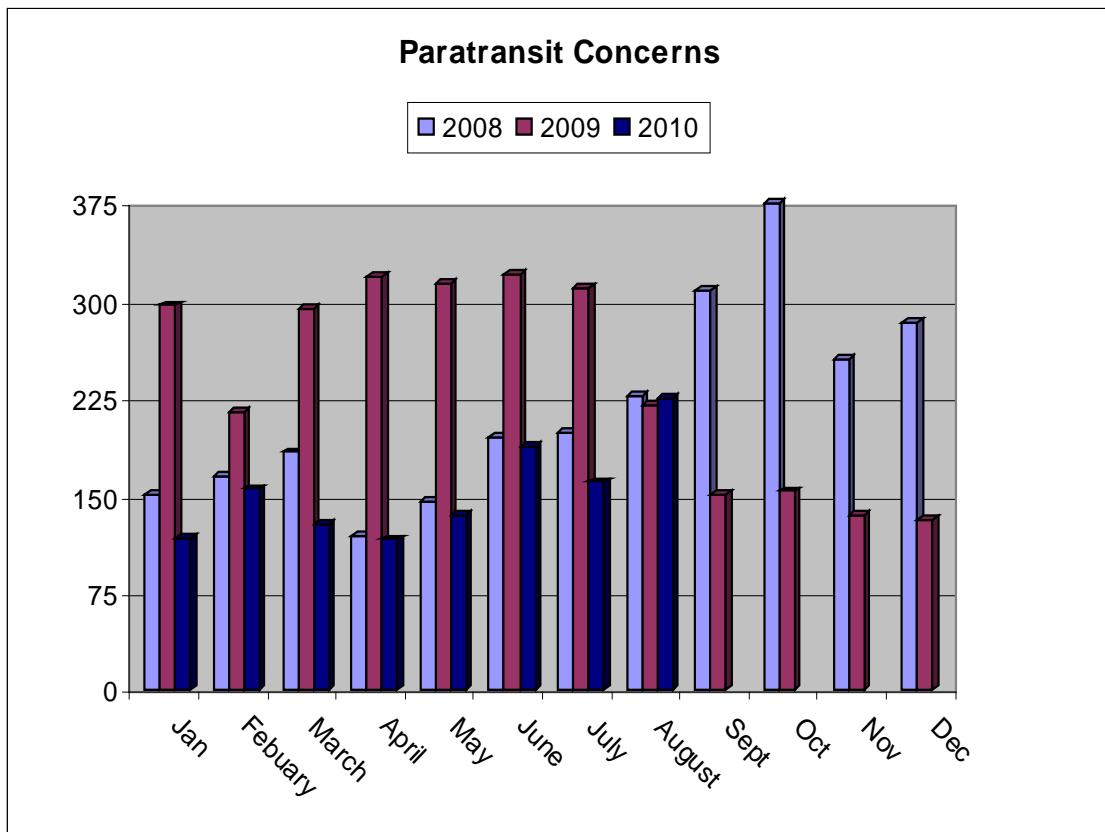
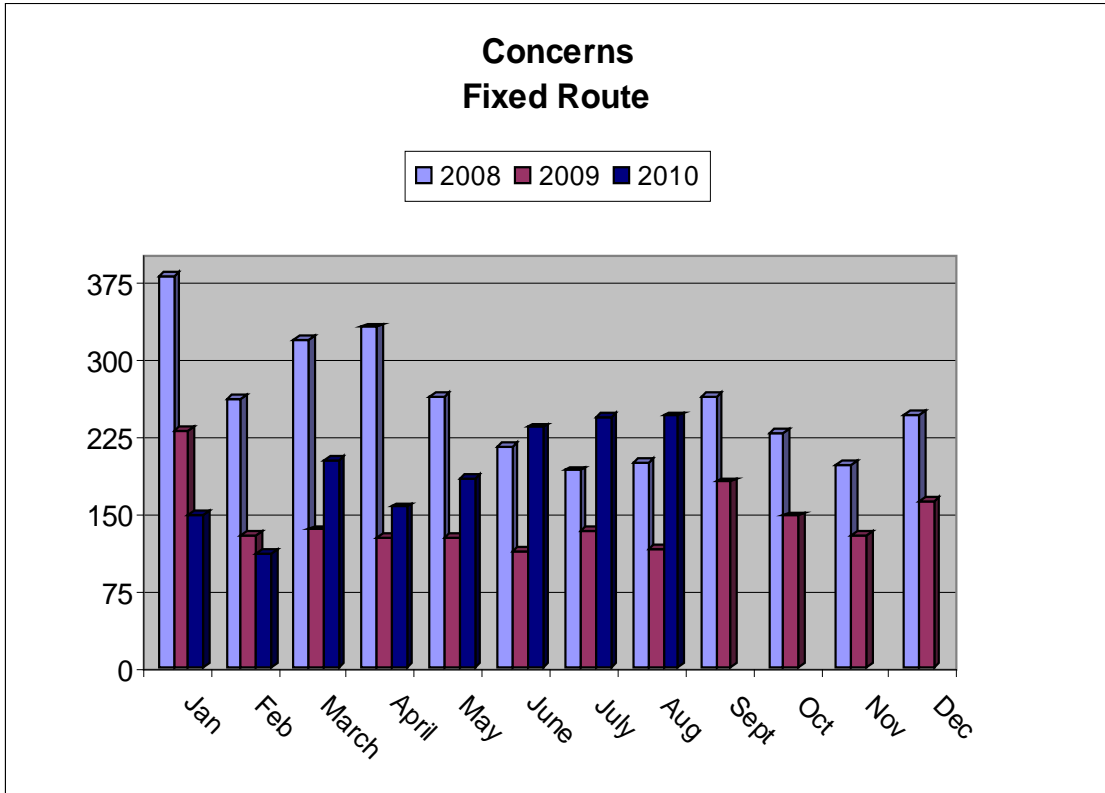
July 21...Sent release about LYNX being named by the Florida Commission for the Transportation Disadvantaged as Urban Community Transportation Coordinator of the Year.

July 21...UCF Master of Fine Arts movie production on a bus at LOC B.  
July 23...Orlando Sentinel photo shoot for story on ARRA funded solar trash compactors. This is a statewide pilot program.  
July 24...Orlando Sentinel printed story on solar trash compactors.  
July 26...Orlando Sentinel mention on Creative Village.  
July 26...Sent release for QR Coding deployment.  
July 26...Sent release for LYMMO Public Hearing.  
July 26...Sent Metro Magazine and Passenger Transport a photo on QR Code announcement.  
July 28...Sent release regarding August service changes.  
July 29...Orlando Sentinel article on CEO search.  
July 29...Orlando Business Journal wrote a story on QR Coding.  
Aug. 1...Florida Trend mentioned Linda Watson is leaving LYNX.  
Aug. 3...Orlando Sentinel mention in story on Osceola County referendum for dedicated funding.  
Aug. 3...Orlando Sentinel mention in Matthew Falconer profile.  
Aug. 3...Orlando Sentinel mention in Orange County District 6 profile.  
Aug. 3...Orlando Sentinel mention in Orange County District 2 profile.  
Aug. 4...Orlando Sentinel mention in Teresa Jacobs profile.  
Aug. 4...Orlando Sentinel interview with Tori Iffland and Matt Friedman for story on QR Coding.  
Aug. 5...Orlando Sentinel photo shoot for story on QR Coding.  
Aug. 5...Orlando Sentinel mention in Orange County Mayor race debate.  
Aug. 5...Orlando Sentinel mention in Bill Segal profile.  
Aug 5...Video shoot with WFTV-TV/Channel 9 on Crimeline signs installed in Orlando.  
Aug. 6...Orlando Sentinel mention in Linda Stewart profile.  
Aug. 8...Orlando Sentinel mention in Jane Healy editorial on funding Orange County Mayor race.  
Aug. 5...Orlando Sentinel story on QR Coding.  
Aug. 10...Orlando Sentinel editorial mention on endorsement of Chairman Henley.  
Aug. 12...Photo shoot for Magic game animation.  
Aug. 14...Orlando Sentinel letter to the editor from Seminole Commissioner candidate.  
Aug. 16...Sent press release on public workshops for December service changes.  
Aug. 17...WKMG-TV/Channel 6 covered VIPR event.  
Aug. 19...WESH-TV/Channel 2, WKMG-TV/Channel 6, WFTV-TV/Channel 9 and WDBO-AM inquired about MV operator being arrested for ID theft.  
Aug. 19...Tampa Tribune mention in story on Sen. Paula Dockery and SunRail.  
Aug. 21...Orlando Sentinel mention in story on Matthew Falconer.  
Aug. 27...Sent release for TSA VIPR/Bus Wrap event.  
Aug. 29...Orlando Sentinel mention of LYMMO in story on Amway Center parking.  
Aug. 30...Hosted TSA VIPR/Bus Wrap event. Media coverage included WKMG-TV/Channel 6, WFTV-TV/Channel 9, Central Florida News 13, Univision-TV/Channel 26, WOFL-TV/FOX 35 and WDBO-AM.  
Aug. 31...Orlando Sentinel Letters to the Editor mention by Winter Park Commissioner Beth Dillaha on SunRail funding.

## Customer Service







**Monthly Report G: Government Relations Report**

**To:** LYNX Board Of Directors

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

**Phone:** 407.841.2279 ext: 6064

**Item Name:** Government Affairs Report

**Date:** 9/23/2010

---

**Tax Legislation -- Alternative Fuels Tax Credits and Transit Commuter Benefits await Congressional Action**

**Alternative Fuels (CNG/LNG) Tax Credits:** LYNX met with Senator LeMieux and urged him to work to pass a retroactive extension of the alternative fuels tax credit refund that benefits transit agencies. The retroactive extension of the credit, which expired at the end of 2009, had previously been included in House and Senate passed versions of “tax extenders” legislation. However, recent Congressional led to the elimination of virtually all other tax provisions in the bill.

Many in Republicans and Democrats in Congress support both the natural gas tax credits and other tax extenders.

**Transit Commuter Benefits:**

Last year’s American Reinvestment and Recovery Act (ARRA) contained an important provision that created temporary parity between parking and transit/vanpool commuter tax benefits in the Internal Revenue Code. Under previous Federal law, employers could offer their employees an option of up to \$230/month in pre-tax parking benefits or \$120/month in pre-tax transit/vanpool benefits. Under ARRA, the transit/vanpool portion of the benefit was increased to \$230/month, treating each mode of transportation as equal. This provision is set to expire on December 31, 2010, and without an extension, the transit tax benefit would be reduced by more than half to the previous \$120/month amount

**House of Representatives Approves FY 2011 Transportation Housing and Urban Development (THUD) Appropriations Bill;**

**Amendments to Cut Transportation Spending were Defeated**

The U.S. House of Representatives passed the FY 2011 THUD appropriations bill by a vote of 251-167. The bill provides funding for U.S. Department of Transportation programs in the upcoming fiscal year. As one of only two appropriations bills to pass the House at this stage in the appropriations cycle, it is possible that the THUD bill could become the vehicle for an omnibus appropriations package later this year.

A long list of amendments cutting programs and projects were filed with the House Rules Committee prior to the bill's consideration, but the rule governing floor debate limited the number of amendments allowed to be offered. Several amendments proposed cuts to transportation programs, including transit and rail. Ultimately, all of the amendments to cut transit spending allowed under the rule were either defeated or not offered. LYNX responded to a Legislative Alert to voice opposition on these amendments as a member of APTA to help ensure their rejection.

### **The Livable Communities Act Clears Senate Banking Committee**

The Senate Committee on Banking, Housing, and Urban Affairs reported favorably on S.1619, The Livable Communities Act, by a 12-10 vote. The bill statutorily authorizes the Office of Sustainable Communities within the Department of Housing and Urban Development (HUD) and authorizes the existing Interagency Partnership between HUD, the Department of Transportation (DOT), and the Environmental Protection Agency (EPA).

The bill also authorizes two competitive grant programs which would be contingent on future appropriations. A total of \$475 million over four years is authorized for the Comprehensive Planning Grant program, which would assist communities in developing comprehensive regional plans that must consider transportation needs, affordable and accessible housing, economic development, and environmental concerns.

The second competitive grant program, the Challenge Grant Program, authorizes \$2.2 billion over three years to implement projects identified as priorities in comprehensive regional plans. These grants would provide funds for projects such as public transportation improvements, support for transit-oriented development, pedestrian and bicycle enhancements, the preservation and creation of affordable housing, and to promote economic development. Communities that have not yet reached the stage of creating a comprehensive regional plan would be eligible to use targeted grant funds to update local land use, zoning, and building codes to encourage sustainable development.

Amendments adopted at the markup would permit the creation of a credit facility to provide loans and loan guarantees that support the initial infrastructure for transit-oriented development. Eligible projects include transit facilities, structured parking, environmental remediation activities, sidewalks and bikeways.



**Monthly Report H: Employee Travel Report**

**To: LYNX Board Of Directors**

**From: Edward Johnson**  
 CHIEF ADMINISTRATIVE OFFICER  
**Deborah Henderson**  
 (Technical Contact)

**Phone: 407.841.2279 ext: 6058**

**Item Name: Employee Travel Report**  
**Monthly Employee Travel - September 2010**

**Date: 9/23/2010**

EMPLOYEE / DEPARTMENT	DESTINATION	PURPOSE	DEPARTURE AND RETURN DATES	TOTAL ESTIMATED AGENCY COST	AGENCY COST
Mira Bourova Operations	West Palm Beach, FL	To give presentation at the 17th South Florida GIS Expo	09/8/10 - 09/10/10	248	248
Mira Bourova Operations	Daytona Beach, FL	4th Annual Central Florida GIS Workshop	09/23/10 - 09/24/10	100	100
Rafiq Basaria Operations	Daytona Beach, FL	4th Annual Central Florida GIS Workshop	09/23/10 - 09/24/10	100	100
Tyler Griffin Operations	Daytona Beach, FL	4th Annual Central Florida GIS Workshop	09/23/10 - 09/24/10	120	120
Gerardo Ocasio Reyes Administrative	Daytona Beach, FL	4th Annual Central Florida GIS Workshop	09/23/10 - 09/24/10	100	100
Antonio Pimpinella Administrative	Daytona Beach, FL	4th Annual Central Florida GIS Workshop	09/23/10 - 09/24/10	100	100
<b>TOTAL ESTIMATED COSTS and AGENCY COSTS</b>				<b>768</b>	<b>768</b>

**Monthly Report I: Employee Travel Report**

**To:** LYNX Board Of Directors

**From:** Edward Johnson  
CHIEF ADMINISTRATIVE OFFICER  
Deborah Henderson  
(Technical Contact)

**Phone:** 407.841.2279 ext: 6058

**Item Name:** Employee Travel Report  
Monthly Employee Travel - August 2010

**Date:** 9/23/2010

EMPLOYEE / DEPARTMENT	DESTINATION	PURPOSE	DEPARTURE AND RETURN DATES	TOTAL ESTIMATED AGENCY COST	AGENCY COST
Laura Minns Administrative	New York, NY	To speak at APTA Sustainability & Public Transportation Conference	07/27/10 - 07/28/10	1,285	1,285
William Hearndon Operations	Huntington, WV	To attend the National Rural ITS Conference and MSAA-TMCC Project Workshop	08/01/10 - 08/05/10	0	0
Doug Jamison Administrative	Huntington, WV	To attend the National Rural ITS Conference and MSAA-TMCC Project Workshop	08/01/10 - 08/05/10	0	0
Joe Cheney Operations	Anniston, AL	Visit to the North American Bus Industries (NABI) headquarters to complete final sign-off on the articulated buses	08/09/10 - 08/13/10	0	0
Belinda Balleras Administrative	New York, NY	To attend FEMA DHS Grant Workshop	08/23/10 - 08/25/10	0	0
<b>TOTAL ESTIMATED COSTS and AGENCY COSTS</b>				<b>1,285</b>	<b>1,285</b>