

LYNX Board Agenda

Board Date: 2/28/2008

Time: 10:30 AM or immediately following Audit Committee

[View The Summary Report](#)

[View the Audit Committee Agenda Report](#)

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

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

1. Call to Order & Pledge of Allegiance

2. Approval of Minutes

-  Minutes from the January 24, 2008 Board of Directors meeting (pg 4)

3. Recognition

- Operator James Thompson and Transportation Supervisor Fernando Cortez, Good Samaritan Award
- Operator Miguel Santiago, Good Samaritan Award
- 2008 Local Bus Roadeo 1st Place winners for Maintenance Hemo Harnanan and Harry Mootoo and Pablo Perez for Transportation
- Jennifer Stults, Deputy Chief of Planning
- J. Marsh McLawhorn, Chief Government Affairs Officer


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. Authorization to Release Requests for Proposal (RFP)


- i.  Authorization to Issue a Request for Qualifications (RFQ) for Insurance Agents and a Request for Proposals (RFP) for Property, Liability, Workers' Compensation and Allied Insurances (pg 8)


B. Authorization to Extend Contracts

- i.  Authorization to exercise the second option period of six (6) months with the Mansfield Oil Company for Ultra Low Sulfur Diesel Fuel (pg 10)
- ii.  Authorization to extend LYNX Contract 05-001 with IAS Claim Services Inc. for (pg 12) "Workers' Compensation and Tort and Public Liability Third Party Administrative Services"


C. Miscellaneous

- i.  Authorization to enter into a Memorandum of Understanding with the Polk County Board of County Commissioners for the Federal Transit Administration Rural Intelligent Transportation System Demonstration Project. (pg 13)

- Attachment 


- ii.  Authorization to approve and execute a new ten month Joint Participation Agreement (JPA) with the Florida Department of Transportation (FDOT) under its Commuter Assistance Grant Program (pg 44)

- Attachment 

- iii.  Authorization to adopt Administrative Rule 10 - Solicitation on LYNX Facilities (pg 52)

- Attachment 

7. Action Agenda


- A.  Authorization to amend Administrative Rule #4 - Procurement and Contracts to clarify types of permissible advertisement on LYNX' property (pg 55)

- Attachment 

8. Information Items

(For Review Purposes Only - No action required)









- A.  LYNX Change Orders for the LCS Improvements (pg 91)

- Attachment 

9. Other Business

10. Monthly Reports

(For Review Purposes Only - No action required)

- A.  Monthly Financial Reports - November 2007 (pg 103)
 - Attachment 
- B.  Ridership Report (pg 107)
- C.  Legislative Update (pg 115)
- D.  Marketing Report, January 2008 (pg 118)
- E.  Monthly Employee Travel Report (pg 123)
- F.  Planning Report (pg 125)
- G.  Service Implementation/Changes for March 30, 2008 (pg 129)

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

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

LYNX
Central Florida Regional Transportation Authority
Monthly Board Meeting Minutes

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

DATE: January 24, 2008

TIME: 10:38 a.m.

Members in Attendance:

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

1. Call to Order and Pledge of Allegiance

The Chairman, Commissioner Carlton Henley, called the meeting to order at 10:38 a.m. and lead the Pledge of Allegiance.

2. Approval of Minutes

Motion was made and seconded to approve the Minutes of the December 6, 2007 Board of Directors meeting. The motion passed unanimously.

3. Recognitions

The Chairman recognized Chief of Staff, Edward Johnson, to recognize LYNX employees for their years of service and contributions to the success of LYNX and its operations.

20 Years:

<u>Bus Operators:</u>	William Mendoza, Chris J. Swincicki, John A. Williams
<u>Transportation Supervisor:</u>	Agapito Flores

25 Years:

<u>Bus Operators:</u>	Henroy Francis
<u>Administrative Specialists:</u>	Janell Thomas
<u>Transportation Supervisor:</u>	Terrill H. Whitaker

4. Public Comments

The Chairman noted that no Public Comment Requests were received.

5. Chief Executive Officer's Report

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

1. Ms. Deborah Henderson was introduced by Ms. Watson. She announced that Deborah had recently been hired as her Executive Assistant and hopes the Board will authorize her appointment as their Assistant Secretary.
2. In anticipation of the September, 2009 expiration of SAFETEA-LU, Congress established a Policy and Revenue Study Commission to make recommendations for transportation assets, policies, programs and revenue mechanisms. The Commission report indicated the need for \$225 - \$340 billion annual to improve the condition and performance of all transportation modes.

Following the report's release, Congressman John Mica, the ranking House Republican member of the Transportation and Infrastructure Committee, is calling for implementation of some of its recommendations and an immediate transportation investment economic stimulus package. LYNX has been requested to submit a package by Congresswoman Corrine Brown.

3. On January 31st, LYNX will be hosting the Florida Chamber of Commerce, Regional Rally. The Central Florida business community will have an opportunity to dialogue with our local legislators. The event will provide LYNX an opportunity to demonstrate its value as a community investment and partner.
4. Reporting for fiscal year-end ridership is complete. Ms. Watson provided the following:

Overall Ridership	3%	increase
Fixed Route:	3%	increase
Access LYNX	5%	increase
Vanpool Ridership	16%	increase
LYMMO	-1.6%	decrease

5. Open House for LYNX Operation Center located on LYNX Lane has been scheduled for February 10th, from 10:00 a.m. – 5:00 p.m. The Annual Bus "Roadeo" will be held from 10:00 a.m. until 12:00 (noon). The Roadeo is an exciting event that showcases our Operations and Maintenance employees' abilities and expertise.

Ms. Watson extended an invitation to visit the new Hybrid electric bus on display in front of the Central Station. She remarked the Hybrid is consistent with the commitment to environmentally friendly equipment in that it utilizes an electric battery and minimal fuel. Inasmuch as the cost to purchase is higher than a diesel bus, considerable savings are realized by its significantly reduced operating costs. Staff is currently analyzing the cost vs. savings. Additional information will be provided in the future.

6. Consent Agenda

- a. **Authorization to Release Requests for Proposal (RFP)**
 - i. Authorization to release Request for Proposals for security services
 - ii. Authorization to release a Request for Proposals for legal services.
- b. **Miscellaneous**
 - i. Authorization to purchase twenty (20) vanpool vehicles for replacement of retired vehicles and vanpool expansion
 - ii. Authorization to submit a grant application to the Federal Transit Administration (FTA) for funds apportioned to the Job Access Reverse Commute (JARC) and New Freedom Program (NFP) for the Orlando Urbanized Area for Fiscal Year 2008
 - iii. Authorization to release an Invitation For bid (IFB) for pressure cleaning services
 - iv. Authorization to appoint Deborah Henderson as Assistant Secretary to the LYNX Board of Directors
 - v. Authorization to amend Contract #99-005C1 with EarthTech Architect and Engineers for construction management services for the LYNX Operations Center (LOC)

Motion was made and seconded to approve the Consent Agenda Items. The motion passed unanimously.

7. Action Agenda Items

A. Authorization to amend the LYNX Operations Center (LOC) Project budget to reflect the Settlement Agreement with the Contractor, Collage Design & Construction Group, Inc

The Chairman recognized Bert Francis, Chief Financial Officer, for presentation.

At the December 6, 2007 Board of Directors meeting, authorization was given to the LOC Sub-Committee to negotiate a Settlement Agreement with Collage Design & Construction for an amount not to exceed \$1.9M. Mr. Francis noted negotiations were successful and a Settlement Agreement had been entered into for an amount of \$1,337,375.

As anticipated, the Settlement requires a project budget revision. When the Settlement amount is reduced by the balance of the contingency funds, the actual adjustment for consideration is \$1,079,851.

Motion was made and seconded to authorize amendment to the LOC Project budget as presented. The motion passed unanimously.

The Chairman recognized Staff for the inclusion of Action Agenda Item 7.B.

Without objection, the Agenda was amended to reflect Action Item 7.B.

B. Authorization to rescind action taken by the Board of Directors December 6, 2007 and establish a three-member Sub-Committee to Negotiate and Approve a Contract for State Lobbying Services for an amount within the Budgeted \$95,000

The Chairman recognized Pat Christiansen, General Counsel for LYNX, for presentation.

At the December 6, 2007 Board of Directors meeting, the Board of Directors authorized staff to negotiate state lobbying services contracts with JEJ & Associates and Gray Robinson.

As detailed in the Audit Committee meeting, it is the recommendation that the Board of Directors rescind its action on this matter taken at its meeting December 6, 2007, authorize staff to continue to negotiate with and reach contracts with JEJ & Associates and Gray Robinson within the budgeted \$95,000 without the “lead lobbyist” designation, and for a three-member committee comprised of Chairman Henley, Harry Barley, and Linda Watson to review said recommendations by the staff and to further have authority for final approval of said contracts with one or more of said firms as well as to approve the terms of any such contracts, all within the budgeted \$95,000 amount. Information will be provided to the Board at its next meeting regarding the outcome.

Motion was made and seconded to rescind its action of December 6, 2007 and authorizing the staff to continue negotiating with said firms to see if one or more contracts could be reached, and establishment of a three-member committee to approve final state lobbying contract awards within the budgeted \$95,000. The motion passed unanimously.

8. Information Items

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

Motion was made and seconded to receive items 8A – 8D for information. The motion passed unanimously.

9. Other Business

The Chairman asked if there was other business to bring before the members. Hearing none, the chairman moved the Agenda.

10. Monthly Reports

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

Meeting adjourned at 11:07 a.m.

Consent Agenda Item #6.A. i

To: LYNX Board of Directors

From: Bert Francis
CHIEF FINANCIAL OFFICER
Linda Connell
(Technical Contact)
Rich Bannon
(Technical Contact)

Phone: 407.841.2279 ext: 6047

Item Name: Authorization to Issue a Request for Qualifications (RFQ) for Insurance Agents and a Request for Proposals (RFP) for Property, Liability, Workers' Compensation and Allied Insurances

Date: 2/28/2008

ACTION REQUESTED:

Authorization to issue a Request for Qualifications (RFQ) for Insurance Agents for Property, Liability, Workers' Compensation and Allied Insurances and then to issue a Request for Proposals (RFP) to those Agents who are pre-qualified with market assignments for the Property, Liability, Workers' Compensation and Allied Insurances. The contract will be awarded for an initial term of one (1) year with four (4) one (1) year options.

BACKGROUND:

LYNX, as a public entity, is self-insured for property damage, bodily injury liability, and vehicle collision damage resulting from operations of its fleet of mass transit and private passenger vehicles pursuant to Florida State Statute (F.S.S.) 627.733(3)(b) incorporating 768.28(15). Supplementing this retention of risk is coverage for damage to its vehicles under a Special Perils policy. As a public entity, LYNX is not subject to the Financial Responsibility Laws pursuant to Chapter 324 F.S.S., the PIP/No-Fault Laws per Section 627.736 F.S.S., nor is LYNX required to provide Medical Payments or Uninsured Motorist coverage, and its liability is limited by Section 768.28, F.S.S. to \$100,000 per person, \$200,000 per incident.

LYNX protects other areas of significant loss exposure through a commercial insurance program. LYNX' current insurance program is provided through Public Risk Insurance Agency who has been the agent for LYNX since 2004. The program is fully insured, with modest deductibles. The majority of commercial insurance policies have an expiration of September 30, 2008.

This year, LYNX will consider proposals from other agents and insurers for a similar program, and possibly alternative limits and deductibles. LYNX prefers maximum separability of proposals, in the event that it finds it most cost effective to contract with more than one insurer and/or agent. It is expected that several lines of insurance coverage and options will be requested in the RFP.

The RFQ/RFP process will be done pursuant to Purchasing and Contracts Procurement Policies.

The RFQ's scope of work will include but not be limited to coordination of underwriting submissions, delivery and explanation of premium quotations, coverages, etc., issuance and delivery of policies as proposed, provision of ongoing services throughout the year to update coverage as needed, and premium/claims reporting.

The RFP's scope of work will be providing the actual insurance coverage and policies for property, liability, workers' compensation and allied insurances.

The selection process will consist of a Determination of Responsiveness and a Source Evaluation Committee (SEC) ordinal ranking for both the RFQ and the RFP. The SEC will evaluate all responsive proposals received under the solicitation. The SEC will be comprised of the following persons:

- LYNX Chief Financial Officer
- LYNX Manager of Risk Management
- LYNX Manager of Safety/Security
- LYNX Compensation & Benefits Administrator

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

Each proposal received in response to the RFQ will be reviewed for compliance with the DBE Program. The Authority has established an overall goal of 10.25%, which has been approved by the Federal Transit Administration (FTA). Due to the nature of this procurement, there is no specific goal.

Proposers will be required to demonstrate a good faith effort as explained in the RFP.

FISCAL IMPACT:

The cost for the insurance policies is estimated at \$1,059,221 for the first year with 7% to 10% of that total expected to be paid to the insurance agent(s). Areas of coverage include but are not limited to: Property, Inland Marine, Crime, Pension Fiduciary, Boiler and Machinery, Environmental Liability, Public Officials Liability, Employment Practices Liability, Special Events, Group Travel, Road Rangers, Leased Buses and Auto Physical Damage. Funding for next fiscal year will be included in the FY 2008-2009 LYNX budget. Future years' cost for property, liability, workers compensation and allied insurance will be reflected in LYNX' Annual Operating Budgets.

Consent Agenda Item #6.B. i

To: LYNX Board of Directors

From: Bert Francis
CHIEF FINANCIAL OFFICER
Rich Bannon
(Technical Contact)

Phone: 407.841.2279 ext: 6047

Item Name: Authorization to Extend Contracts
Authorization to exercise the second option period of six (6) months under
LYNX Contract #07-015 with the Mansfield Oil Company for Ultra Low
Sulfur Diesel Fuel

Date: 2/28/2008

ACTION REQUESTED:

Staff is requesting authorization from the Board of Directors to exercise the second option period of six (6) months with the Mansfield Oil Company for supplying Ultra Low Sulfur Diesel Fuel for the period of April 1, 2008 through September 30, 2008.

BACKGROUND:

In August 2002, the Board delegated authority to the CEO or designee to award bids and issue contracts for all future fuel purchases and waived the \$150,000 limit set in the Procurement Practices Administrative Rule 4. The Board took this action due to the high volatility of fuel prices when attempting to secure a fixed unit price for fuel over the term of a contract.

In February 2006, legal counsel recommended staff seek confirmation to continue delegation of authority to the CEO due to the amount of time that had elapsed since the initial authority was granted. In March 2007, the LYNX Board ratified the CEO award of the fuel contract for Ultra Low Sulfur Diesel Fuel to Mansfield Oil Company for a six (6) month period. LYNX utilizes Number 2 Ultra Low Sulfur Diesel for its fleet of 290 buses. The contract was for an initial term of six (6) months with three (3) six (6) month options. On October 25, 2007, the Board of Directors approved the first six (6) month option extending the contract to March 31, 2008.

LYNX Board Agenda

Currently all buses are re-fueled at the South Street facility and LYNX Operating Center (LOC). The South Street facility has two (2) 20,000 gallon underground storage tanks for diesel fuel. We have an additional 60,000 gallon above ground storage capacity at the LOC. LYNX estimates that its annual diesel fuel usage for purposes of this contract would be 3,963,221 gallons.

The current contract extension with Mansfield Oil Company for Ultra Low Sulfur Diesel (ULSD), Option 4 below will expire on March 31, 2008.

Option	NYMEX* 1	NYMEX 2	OPIS** 3	OPIS 4	OPIS 5	OPIS 6
Product	ULSD	ULSD	ULSD	ULSD	Bio-Diesel	Bio-Diesel
Contact Term	1 year	6 months	1 year	6 months	1 year	6 months
Pricing	Fixed Unit	Fixed Unit	OPIS +/-	OPIS +/-	OPIS +/-	OPIS +/-
Quantity	3,963,221	1,981,611	3,963,221	1,981,611	3,963,221	1,981,611
Mansfield Oil Company:						
Total Cost	\$9,755,849	\$4,877,926	\$8,742,850	\$4,371,426	\$9,032,165	\$4,516,084
Unit Price	\$ 2.4593	\$ 2.4593				

*NYMEX is New York Mercantile Exchange

**OPIS is Oil Price Information Service

Staff is requesting authorization to exercise the second six (6) month option period under the same terms. This will allow LYNX the opportunity to study the market and to identify more viable purchasing options in order to take advantage of any potential price declines during the next six months for future purchases. LYNX is currently paying an average price of \$2.6639 net taxes for ULSD.

FISCAL IMPACT:

LYNX has \$11,050,358 included in the FY2008 operating budget to support this contract extension.

Consent Agenda Item #6.B. ii

To: LYNX Board of Directors

From: Bert Francis
CHIEF FINANCIAL OFFICER
Rich Bannon
(Technical Contact)
Linda Connell
(Technical Contact)

Phone: 407.841.2279 ext: 6047

Item Name: Authorization to Extend Contracts
Authorization to extend LYNX Contract 05-001 with IAS Claim Services Inc, for "Workers Compensation and Tort and Public Liability Third Party Administrative Services"

Date: 2/28/2008

ACTION REQUESTED:

Authorization by the Board of Directors to exercise the first option year for Workers' Compensation and Tort and Public Liability Third Party Administrative Services with IAS Claim Services Inc. for the period of March 1, 2008 through February 28, 2009.

BACKGROUND:

The award of Contract 05-001 was approved the Board of Directors on January 27, 2005. The Contract was awarded for an initial period of three (3) years with two (2) one (1) year options. The initial contract period started on March 1, 2005 and expires on February 29, 2008. This is the first option year.

FISCAL IMPACT:

The estimated cost of \$152,375 is included in the FY08 budget.

Consent Agenda Item #6.C. i

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 enter into a Memorandum of Understanding with the Polk County Board of County Commissioners for the Federal Transit Administration Rural Intelligent Transportation System Demonstration Project

Date: 2/28/2008

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to enter into a Memorandum of Understanding with the Polk County Board of County Commissioners for the Federal Transit Administration Rural Intelligent Transportation System (ITS) Demonstration Project.

BACKGROUND:

In 2003, LYNX and Polk County Transit Services (PCTS) developed a joint plan for an Operational Test for the implementation of Advanced Technologies in Rural Transit Service, submitted in response to a request by the Federal Transit Administration (FTA), consolidating the proposals previously submitted by both agencies. The FTA awarded LYNX and PCTS two grants in the amount of \$347,000 to equip part of their fleets with Mobile Data Terminals (MDT) with automatic vehicle location (AVL), global positioning system (GPS), Interactive Voice Response (IVR), card-swipe technology including back office payment system, and for overall start-up processes, service implementation plans, and technology integration.

LYNX and PCTS have refined this pilot project to a fixed route feeder service (Pick Up Line) in the southern Poinciana community to demonstrate priority hardware, Advanced Public Transportation Systems (APTS), and explore joint database analysis of paratransit customer trips for more efficient coordinated services and potential emergency management coordination.

The Memorandum of Understanding details coordination, operations, and finance procedures for the Rural ITS Demonstration Project.

FISCAL IMPACT:

Fiscal impact is limited to billings between LYNX and the Polk County Board of County Commissioners for trip provision between the two agencies. No additional paratransit trips will be generated. Funding for this project will come from the Florida Commission for the Transportation Disadvantaged, Medicaid, and ADA budgeted operating dollars and has been budgeted in the current fiscal year. No local dollars are required for this project.

Memorandum of Understanding for the Federal Transit Administration Rural Intelligent Transportation System Demonstration Project

This Memorandum of Understanding is entered into between the Central Florida Regional Transportation Authority (herein after "LYNX") and the Polk County Board of Commissioners (herein after "Polk County") on behalf of Polk County Transit Services (herein after "PCTS") for the Poinciana Community target area within the boundaries of Polk and Osceola counties.

WHEREAS, in accordance with Ch. 427, F.S., LYNX has been designated as the Community Transportation Coordinator (CTC) for Orange, Osceola and Seminole Counties; and

WHEREAS, in accordance with Ch. 427, F.S., Polk County has been designated as the CTC for Polk County; and

WHEREAS, all parties have entered into Memoranda of Agreement with the State Commission for the Transportation Disadvantaged confirming such designation; and

WHEREAS, as Community Transportation Coordinators, LYNX and Polk County have responsibility for coordinating the provision of publicly funded transportation for all persons in their respective service areas who cannot provide for their own transportation due to age, income or disability as defined by federal and state programs and both are committed to fulfilling such responsibility; and

WHEREAS, LYNX and Polk County have determined that travelers in need of special transportation services would benefit from coordination of transit services in their respective areas; and

WHEREAS, the Federal Transit Administration has funded such project known as the Rural Intelligent Transportation System (RITS).

NOW IT IS THEREFORE AGREED THAT:

- I. LYNX and Polk County will work collaboratively to undertake a field operational test (FOT) to:
 - a. Provide general public access to paratransit services in and near rural areas for non-program related human service trips and general public transport.
 - b. Coordinate services among LYNX, Polk County and human services providers for paratransit and the creation of semi-fixed/flexible routes within targeted rural service areas as they may be identified and mutually agreed upon.

- c. Add flexibility as warranted to services in rural areas of the respective counties utilizing Advanced Public Transportation System (APTS) functional capabilities including automatic vehicle location/computer assisted dispatch, computer based reservations, scheduling and manifesting, and use of electronic payment media and processing.
 - d. Build greater service interoperability and service coordination, as applicable, and to the extent that available technologies within the respective systems permit:
 - i. Between fixed route and paratransit services
 - ii. Among service providers (e.g., transit, human service agencies, etc.)
 - iii. With increased mobility through flexible routing
 - iv. Through the use of regional reservations, scheduling, dispatching and manifesting
 - v. Through the use of electronic payments to link trips to appropriate funding sources.
2. Specifically, systems will be developed, operated, tested and evaluated for coordinating, managing, and delivering the information pertaining to special transportation services through some or all of the following activities:
- a. Reservations and dispatch services that will be augmented by the use of the web sites of the parties for agency-related reservations.
 - b. Electronic payment system including payment media and processing for subsidized, non-subsidized and general public rural transit travel to improve customer ease of use and improve payment and billing services, as available.
 - c. Improved reporting forms and procedures that reflect the regional approach to rural transit management.
3. The parties will work cooperatively to
- a. Plan, design, operate and fund the system as described in Attachment "A".
 - b. Enter into specific business arrangements as necessary and described in Attachment "B".
 - c. As funding becomes available, acquire compatible technology that will facilitate the intent of this Agreement.
 - d. Install technology system components and train personnel in their use.
 - e. Operate the system for the term of the operational test as defined in the FTA grant award.

- f. Cooperate in the evaluation of the operational test regarding collection and assessment of relevant data. This may include site visits by the Center for Urban Transportation Research, auditing of accounting functions and other evaluations as deemed necessary for the evaluation.
 - g. Facilitate the intent of this Agreement through communication and other means that is not dependent on acquiring advanced technology capabilities by any of the parties.
4. The parties specifically agree to abide by any and all requirements for confidentiality imposed by the Health Insurance Portability and Accountability Act of 2000 and as it may subsequently be amended. The parties also specifically agree to bind these same requirements on any and all operators and vendors with whom they may subcontract for the carrying out of the provisions of this Agreement or who might have access to information shared by the parties for the purpose of carrying out this Agreement.

This Memorandum of Understanding is hereby executed:

Central Florida Regional Transportation Authority (LYNX)

By _____
 [Name]
 [Title]

Date _____

Polk County Board of Commissioners

By Sam Johnson
 [Name] Sam Johnson
 [Title] Chairman



Date December 19, 2007

Michael J. Davis
 Reviewed as to form and legal sufficiency
 County Attorney's Office
 Date 1/2/07

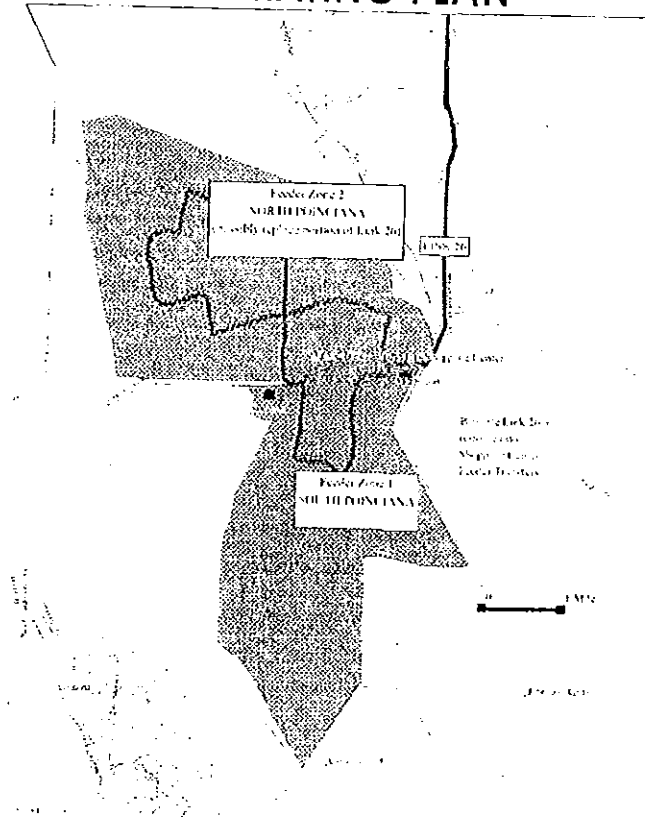
Attachment A

Osceola – Polk Counties

Rural Intelligent Transportation System (ITS)

POINCIANA PICKUPLINE

OPERATING PLAN



DRAFT May 30, 2007



LYNX

Central Florida Regional Transportation Authority

Prepared for LYNX by:

Runways

Runways Transportation Company

Project Background

In 2006 LYNX (Central Florida Regional Transportation Authority) and PCTS (Polk County Transit Services) joined forces to win a Rural Intelligent Transportation Systems (RITS) from the Federal Transit Administration (FTA). This grant provided both agencies to acquire and install Mobile Data Terminals (MDTs) equipped with iDEN technology to communicate with vehicles in their respective service areas.

The project goal is to provide ITS technologies necessary to support a direct connection between the services provided by each service provider and to increase the efficiency of these services. The Poinciana PickupLine will be the first phase of a new coordinated transit service that will link rural Poinciana residents with the regional LYNX fixed-route bus network. This service is designed in a way so that it can be scaled for implementation in other parts of the LYNX and PCTS service areas.

The Market

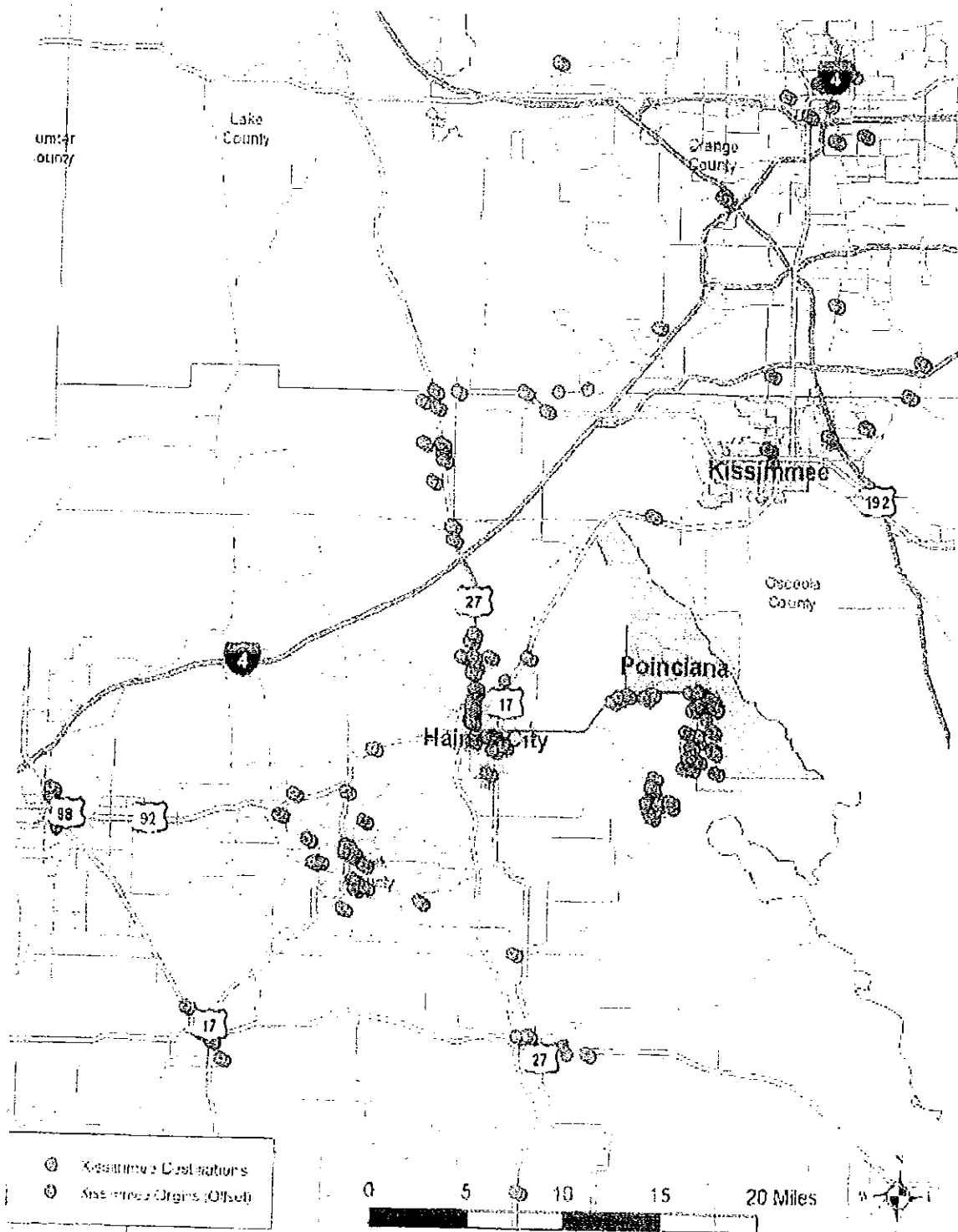
Poinciana is a growing community that straddles Osceola and Polk counties in central Florida. According to statistics from *The Poinciana Pioneer's* May 2007 issue, there are 66,256 residents of Poinciana living in 17,913 homes and consisting of 17,595 families. Of these residents, 34,890 (53 percent) are adults and 31,366 (47 percent) are children. Most of the community is residential, with a concentration of retail along Cypress Parkway between Doverplum Ave. and Pleasant Hill Rd. The shopping center on the north side of Cypress Parkway is anchored by a Publix grocery store, and the shopping center on the south side of Cypress Parkway is anchored by a Winn Dixie grocery store and a Wal-Mart Super Center. To the southwest of the Cypress Parkway and Marigold Ave. intersection lies Solivita, a large retirement community with 8,500 residential units planned for construction.

Overall, the area follows an exurban development pattern, being predominantly rural with concentrations of suburban-style retail shopping centers and gated or golf club oriented communities. Most of the streets do not have sidewalks, and those that do are separated from the street by a drainage ditch and not curb and gutter.

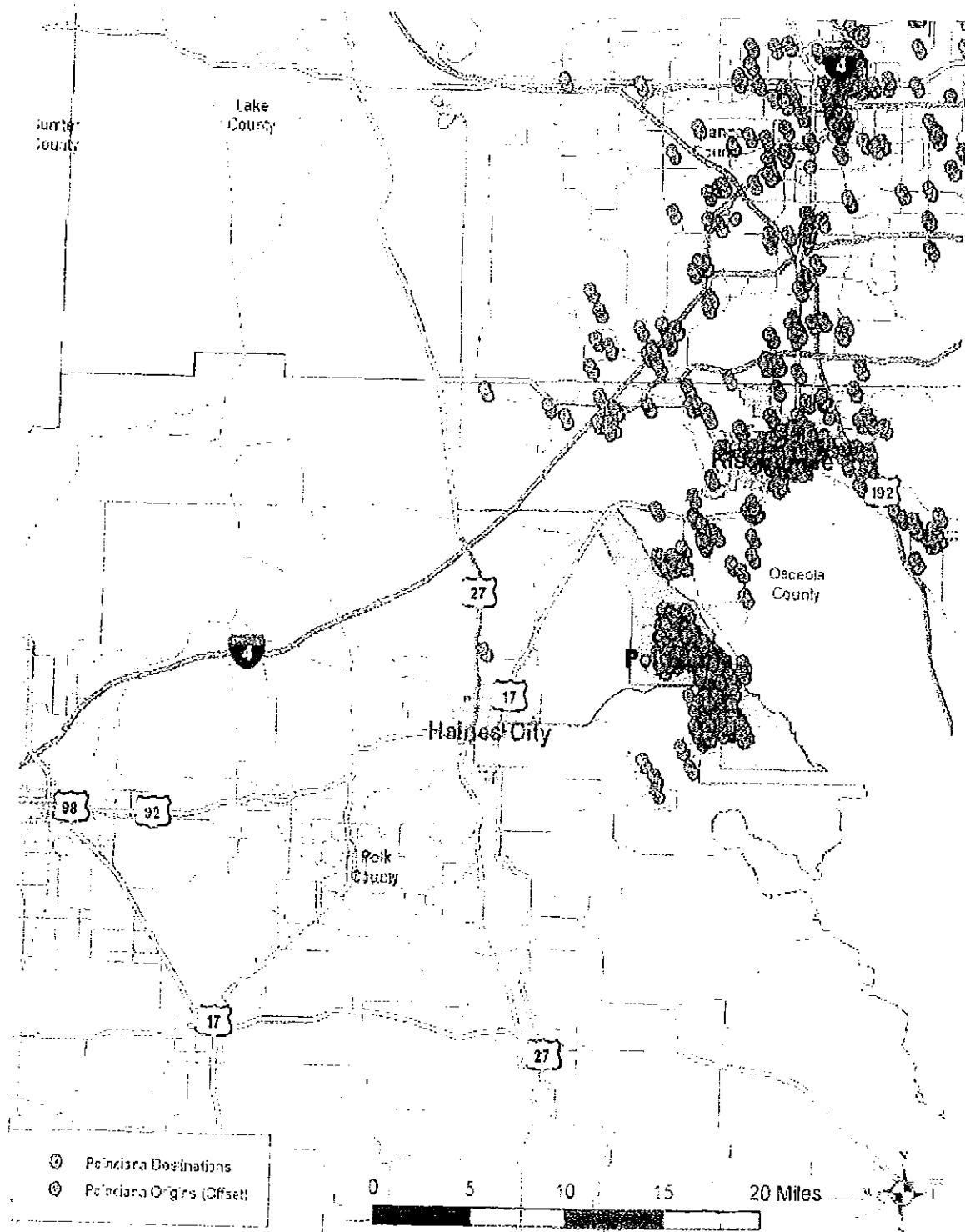
The northern area of Poinciana, predominantly within Osceola County, is currently served by the LYNX fixed-route Link 26, which primarily operates along a north-south route on Pleasant Hill Rd. to Osceola Square Mall in Kissimmee. In Poinciana, the Link 26 makes a figure-eight style loop (see Map 3). The 26 operates hourly headways Mondays through Saturdays

from approximately 6 a.m. until 8 p.m. The route does enter Polk County, serving the Poinciana Community Center on Walnut St.

In March 2007, the Center for Urban Transportation Research (CUTR) prepared a draft Operational Plan for a LYNX/PCTS Rural ITS Flex Route. As part of this report, CUTR mapped the origins and destinations of Polk County Transit Service (PCTS) and Access LYNX paratransit customers in Poinciana and adjacent areas of Osceola and Polk counties using data from 2006 from these two transit systems. Map 1 on page 3 illustrates the PCTS passenger origins and destinations, which have a concentration within southwestern Poinciana. Map 2 on page 4 illustrates the Access LYNX passenger origins and destinations, which in this vicinity have a concentration in south central and northwestern Poinciana.



Map 1: PCTS 2006 Paratransit Origins and Destinations from CUTR March 2007



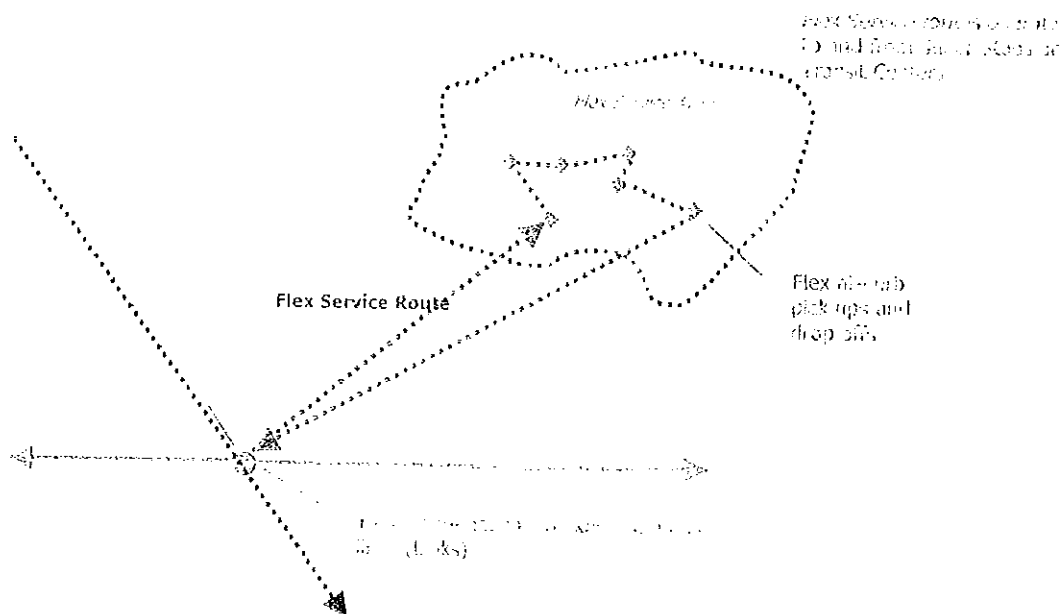
Map 2: Access LYNX 2006 Paratransit Origins and Destinations from CUTR March 2007

The concentration of Access LYNX trips in the northwestern portion of Poinciana is explained by the fact that this area is covered by the Americans with Disabilities Act (ADA) 3/4 mile service area for complementary paratransit service along Link 26. Other Access LYNX and PCTS trips are through the Transportation Disadvantaged and Medicaid programs, indicating that there is a concentrated market of lower income people with limited access to private automobiles.

Service Proposal

Because of the exurban development pattern within Poinciana, traditional fixed-route service can be challenging to offer. The 26 is a good example, having to make a 36-minute figure-eight style double loop through northwestern and central Poinciana.

Several transit systems in the United States have addressed this identified service need with a new type of transit service, called feeder or flex route service. LYNX will brand this new service type as PickUpLine. PickUpLine combines the advantages of fixed-route service's defined schedules with paratransit's flexibility in serving customers at their curb. The service is designed to operate on a fixed schedule at one fixed point where the Flex vehicle can connect to LYNX fixed-route buses, and then provide curb service to any address within a five to seven square mile area. The diagram below illustrates how this type of service operates.

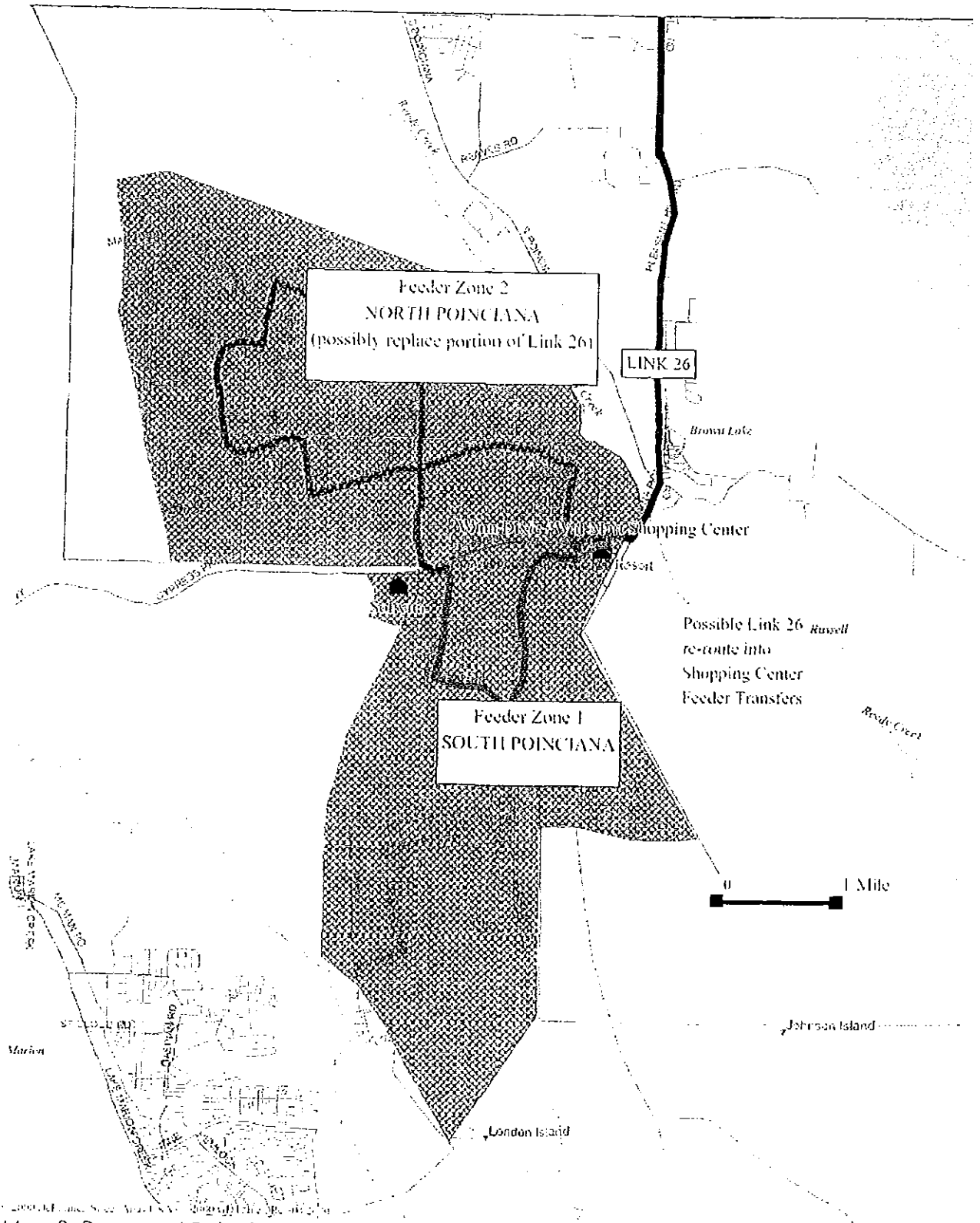


When passengers are connecting from a fixed-route bus at the Super Stop, they simply board the PickUpLine vehicle and tell the driver where they wish to be dropped off within the defined service area. The driver will then determine the best path to take within the service area to make all of the drop offs and pick ups and return to the Super Stop in time for the next scheduled arrival.

When passengers wish to be picked up within the service area and taken to the Super Stop, they call and make a reservation approximately two hours before their desired scheduled arrival time at the Super Stop. Regular riders can also place a standing order for a stop on a regular trip.

With a five to seven square mile service area, one Flex vehicle can operate trips once an hour. Generally such a service has an average capacity of six passengers per hour with one vehicle operating within a service area of this size. Vehicles are smaller, such as wheelchair accessible vans or cutaways.

Map 3 on page 8 illustrates how two PickUpLine service zones can be established to cover much of the Poinciana area that has a concentrated level of Access LYNX and PCTS paratransit trips as well as the Link 26 loop.



Map 3: Proposed Poinciana PickUpLine Service Zones and Existing Link 26

Phase 1: South Poinciana PickUpLine (Zone 1)

The proposed South Poinciana PickUpLine zone would operate from the Wal-Mart/Winn-Dixie shopping center at the intersection of Cypress Pkwy. & Doverplum Ave. and cover points south of Cypress Pkwy., west of Pleasant Hill Rd., east of Solivita (to include Solivita) and Marigold Ave. and north of the intersection of Marigold Ave. and Poinciana Pkwy. This zone would cover areas not currently served by Link 26.

The service would operate Mondays through Saturdays to provide coordinated connections to the Link 26 at Cypress Pkwy. and Doverplum Ave. Service would extend for approximately 12 hours, from 6:30 a.m. until 6:35 p.m. A draft Phase 1 schedule is below.

**Connections at Cypress Parkway & Doverplum
Existing Link 26 Shelter (To Osceola Sq.)**

Link 26 FROM Osceola Sq. Mall	SOUTH Poinciana PickUpLine ARRIVES	Link 26 TO Osceola Square Mall	SOUTH Poinciana PickUpLine DEPARTS
5:43 AM	-	6:18 AM	6:30 AM
6:45 AM	7:15 AM	7:21 AM	7:30 AM
7:45 AM	8:15 AM	8:21 AM	8:30 AM
8:45 AM	9:15 AM	9:21 AM	9:30 AM
9:48 AM	10:15 AM	10:24 AM	10:30 AM
10:48 AM	11:15 AM	11:24 AM	11:30 AM
11:48 AM	12:15 PM	12:24 PM	12:30 PM
12:48 PM	1:15 PM	1:24 PM	1:30 PM
1:48 PM	2:15 PM	2:24 PM	2:30 PM
2:48 PM	3:15 PM	3:24 PM	3:30 PM
3:52 PM	4:20 PM	4:28 PM	4:35 PM
4:52 PM	5:20 PM	5:28 PM	5:35 PM
5:52 PM	6:20 PM	6:28 PM	6:35 PM
6:52 PM	-	7:28 PM	-
7:44 PM	-	8:19 PM	-

This feeder zone is proposed to be implemented first, as it complements the existing Link 26 and can connect with this fixed route at the existing sheltered bus stop on the southeast side of Cypress Pkwy. & Doverplum Ave. This existing bus stop is also a close walk to LYNX's existing pass outlet at Poinciana Hardware and Garden Center, which sells LYNX 7-Day and 30-Day transit passes.

Phase 2: North Poinciana Feeder (Zone 2)

The proposed North Poinciana PickUpLine would operate from the Wal-Mart/Winn-Dixie shopping center and cover points north of Cypress

Parkway and west of Pleasant Hill Rd., west and south of Reedy Creek, and east of Rhododendron Ave. This area is primarily covered by the Poinciana loop of Link 26 today.

An initial Phase 2 implementation schedule for this service could look similar to that of the South Poinciana feeder zone listed previously. However, if two feeder vehicles cannot layover within the shopping center parking lot adjacent to the existing Cypress Pkwy. & Doverplum Link 26 shelter, this phase may have to be implemented concurrently with Phase 3 with changes to the Link 26.

Phase 3: Link 26 Changes

With the implementation of the new North Poinciana feeder zone, Link 26 would no longer need to travel west of Cypress Pkwy. & Doverplum Ave. Rather, the route can be shortened to terminate within the Doverplum Winn Dixie/Wal-Mart shopping center and offer coordinated connections with both PickUpLine zones and allow for recovery time at its southern terminus.

A conceptual schedule follows.

To Doverplum Shopping Center Connection Stop

Link 26 Southbound				Poinciana SOUTH & NORTH PickUpLines Arrive
OSCEOLA SQUARE MALL	OSCEOLA HIGH SCHOOL	O.B.T. & PLEASANT HILL RD	CYPRESS PKWY & DOVERPLUM AVE	
5:15 AM	5:22 AM	5:30 AM	5:43 AM	-
6:15 AM	6:22 AM	6:30 AM	6:45 AM	6:50 AM
7:15 AM	7:22 AM	7:30 AM	7:45 AM	7:50 AM
8:15 AM	8:22 AM	8:30 AM	8:45 AM	8:50 AM
9:15 AM	9:22 AM	9:30 AM	9:48 AM	9:50 AM
10:15 AM	10:22 AM	10:30 AM	10:48 AM	10:50 AM
11:15 AM	11:22 AM	11:30 AM	11:48 AM	11:50 AM
12:15 PM	12:22 PM	12:30 PM	12:48 PM	12:50 PM
1:15 PM	1:22 PM	1:30 PM	1:48 PM	1:50 PM
2:15 PM	2:22 PM	2:30 PM	2:48 PM	2:50 PM
3:15 PM	3:22 PM	3:30 PM	3:52 PM	3:50 PM
4:15 PM	4:22 PM	4:30 PM	4:52 PM	4:50 PM
5:15 PM	5:22 PM	5:30 PM	5:52 PM	5:50 PM
6:15 PM	6:22 PM	6:30 PM	6:52 PM	-
7:15 PM	7:22 PM	7:30 PM	7:44 PM	-

NOTE: These schedules are for illustrative purposes only. Link 26 will either require a change in interlines at Osceola Square Mall, or be adjusted to run independently. Final schedules will need to be determined through a separate analysis.

FROM Doverplum Shopping Center Stop (Connect to Osceola Sq. Mall)

Poinciana SOUTH & NORTH PickUpLines Depart	Link 26 Northbound			
	CYPRESS PKWY & DOVERPLUM AVE	O.B.T. & PLEASANT HILL RD	OSCEOLA HIGH SCHOOL	OSCEOLA SQUARE MALL
6:05 AM	6:05 AM	6:19 AM	6:26 AM	6:33 AM
7:05 AM	7:05 AM	7:19 AM	7:26 AM	7:33 AM
8:05 AM	8:05 AM	8:19 AM	8:26 AM	8:33 AM
9:05 AM	9:05 AM	9:19 AM	9:26 AM	9:33 AM
10:05 AM	10:05 AM	10:19 AM	10:26 AM	10:33 AM
11:05 AM	11:05 AM	11:19 AM	11:26 AM	11:33 AM
12:05 PM	12:05 PM	12:19 PM	12:26 PM	12:33 PM
1:05 PM	1:05 PM	1:19 PM	1:26 PM	1:33 PM
2:05 PM	2:05 PM	2:19 PM	2:26 PM	2:33 PM
3:05 PM	3:05 PM	3:19 PM	3:26 PM	3:33 PM
4:05 PM	4:05 PM	4:19 PM	4:26 PM	4:33 PM
5:05 PM	5:05 PM	5:19 PM	5:26 PM	5:33 PM
6:05 PM	6:05 PM	6:19 PM	6:26 PM	6:33 PM
-	7:05 PM	7:19 PM	7:26 PM	7:33 PM
-	8:05 PM	8:19 PM	8:26 PM	8:33 PM

NOTE: These schedules are for illustrative purposes only. Link 26 will either require a change in interlines at Osceola Square Mall, or be adjusted to run independently. Final schedules will need to be determined through a separate analysis.

Depending on the efficiency of a new interline for the Link 26 at Osceola Square Mall, the changes to the Link 26 could result in a financial savings for the fixed route service that could partially offset the increase in operating expenses for the new feeder services. However, a separate analysis will need to be completed to determine the actual potential for savings. Another alternative would be to add a new deviation off of Pleasant Hill Rd. for the Link 26 to serve another population. LYNX has had requests for service to Poinciana High School, which could potentially be accommodated with a new deviation off the 26.

Operating Impact

The two proposed PickUpLine routes would add roughly 13 hours of platform time (12 hours revenue time plus one hour for deadheading) six days per week to LYNX's contract with MV Transportation, generating an annual operating cost of \$326,735 (based on FY 2007 rates). It can operate with three new accessible cutaway vehicles at a maximum estimated cost of \$100,000 per vehicle. The service will require two full time operators, two afternoon relief operators and four Saturday relief operators (these could be part time positions or placed in combination with Access LYNX service).

These requirements are broken out for each of the two services in the table below.

	Zone 1: South Poinciana	Zone 2: North Poinciana	Total
Vehicles Required (cutaway-style)	2	1	3
Operators Required	1 full time 1 afternoon relief 2 Saturday relief	1 full time 1 afternoon relief 2 Saturday relief	2 full time 2 afternoon relief 4 Saturday relief
Annual Operating Cost	\$176,981	\$176,981	\$353,962

For the first phase of operation, two vehicles are required, with one serving as a spare. This spare could be shared with the second phase's North Poinciana PickUpLine zone when it is implemented. Both feeder services are assumed to be operated for LYNX by MV Transportation, under the current contract.

Facility Impact

For Phase 1, the existing Link 26 bus stop and shelter at the southeast corner of Cypress Pkwy. & Doverplum Ave. can be used for connections from the South Poinciana feeder to the Link 26. Passengers coming from Osceola Square Mall that wish to connect to the feeder can either ride around the Link 26's Poinciana loop or alight at the Link 26 stop at the northeast side of Cypress Pkwy. & Doverplum Ave. and cross Cypress Pkwy. to reach the PickUpLine stop.

For Phase 3, and possibly necessary for Phase 2, a shelter and related improvements are required along Country Club Rd. within the Winn

Dixie/Wal-Mart shopping center to provide an area for passengers to wait for connections between feeder zones and Link 26, as well as space for one bus and two feeder vehicles to layover. Depending on the location of the stop within the center there are a number of retailers that have restrooms available that the vehicle operators could use as required during their layovers.

Fares

In discussions with LYNX, the initial fare for this service will be free. However, for the long term, transit systems have adopted a number of different fare policies for their PickUpLine services. Fares range from being the same as the fixed route fare to being more than double the fixed route fare in Jacksonville (base fixed route fare is \$0.75, and flex service is \$2.00). Generally these services will also accept fixed route multi-ride passes without additional fare, as the desire is to reduce the amount of cash transactions. Collection of cash fares can be a challenge. A simple, but expensive, solution is to install an electronic farebox on the vehicle. This way there is no separate procedure for handing cash fares for flex service versus fixed-route. However, since fareboxes can cost \$10,000 to \$15,000 each, transit systems are often reluctant to make that much of an investment in a smaller flex service vehicle. Since passenger volumes can be three times higher than paratransit, flex service vehicles need some form of secured cash box. Fare policies can be adopted to discourage cash use by making passes a far more affordable alternative.

Near the proposed transfer point at the Doverplum Shopping Center, the Poinciana Hardware and Garden Center is an existing LYNX pass sales outlet. Passes will be able to be read by the PickUpLine Mobile Data Terminals (MDTs), but the MDT's cannot write data to the passes to validate them. LYNX will need to adopt a manual procedure to allow a PickUpLine driver to use a stamp to validate the first use of the pass, so that it will become electronically validated with its first use on a LYNX fixed-route bus.

Deploying ITS: Making Reservations and Delivering Service

Transit systems that have implemented flex route services across the country use a variety of different methods to allow customers to make reservations on their flex services. The PickUpLine will be unique in that it will utilize ITS technologies to facilitate this process.

First is that passenger manifests will be provided live to the PickUpLine driver via the Mobile Data Terminals (MDTs). This technology should

enhance the safe operation of the service, as it minimizes the need for cellular phone or voice radio communication. The passenger manifest will be displayed on the MDT for each PickUpLine trip. The driver will use a response key to record each passenger boarding, which will automatically note the time and location of the activity. MV, LYNX's contract operator, will also program into the Trapeze PASS software a pick up for each scheduled departure from the Doverplum Shopping Center transfer stop to Link 26. The driver will simply indicate the number of passengers that board at this location. Use of this system will eliminate much of the time-consuming paperwork now found on other flex-route services, where drivers must record boardings on a paper form, and note the time, location, and odometer mileage. Such recordings slow down the service, and we believe that through use of the MDT's LYNX will gain some capacity, most likely being able to serve an average of 7-8 passengers per hour versus the more typical six passengers per hour found in Jacksonville, Florida and Ft. Worth, Texas.

To make a reservation for a pick up inside the service area, customers will have the option of making it by phone or by internet. Reservations must be received by LYNX's contractor, MV Transportation, at least two hours prior to the scheduled PickUpLine departure. If making a reservation by phone, passengers will call a special toll-free number (necessary since the service area is outside the local calling area for the MV Transportation Orlando call center), and speak with the designated reservationist who will schedule their trip in Trapeze PASS. If the customer chooses to make a reservation over the internet, they will do so through LYNX's website (www.golynx.com), or through a link from PCTS' web site (www.polk-county.net/county_offices/transit_svcs/). The customer will have the option of making either a single trip reservation or to create a "standing order," where they can reserve the same ride for multiple days of the week. After submitting the reservation request, MV Transportation will send a reservation confirmation to the customer's e-mail address, noting the estimated pick up time after entering the reservation into Trapeze PASS. If making a standing order, LYNX's Access LYNX eligibility staff will first enter the new customer as a PickUpLine eligible client in the Trapeze database, making them a "frequent rider." LYNX will further enhance this program to encourage use, much as the airlines have successfully done with their frequent flier programs. The customer will gain the advantage of once being in the system, they will no longer have to provide a pick up address if they are using the one from their home. LYNX will in turn gain an electronic database of its customer base for use in marketing and service development activities, which while common in paratransit is unique to open door transit services.

Attachment B

LYNX/PCTS

Rural Intelligent Transportation System (ITS)

Paratransit Services

OPERATING PLAN

Project Background

In 2006, the Central Florida Regional Transportation Authority d.b.a. LYNX and Polk County Transit Services (PCTS) coordinated paratransit services in Osceola and Polk Counties with a Rural Intelligent Transportation Systems (RITS) project. The Federal Transit Administration (FTA) provided grant funding for the RITS project. The grant provided both agencies with the opportunity to demonstrate multiple technologies related to regional fleet management, coordinated services, and institutional policies.

The project goal is to provide ITS technologies necessary to support a direct connection between multiple service providers and to increase the efficiency of the paratransit (door-to-door) services provided in Osceola and Polk Counties.

Service Market

Poinciana straddles the Osceola and Polk County Line in Central Florida. The Poinciana community is rapidly growing. According to statistics from the May 2007 issue of the *Poinciana Pioneer*, Poinciana has 66,256 residents living in 17,913 homes and a total of 17,595 families. Of these residents, 34,890 (53 percent) are adults and 31,366 (47 percent) are children. Most of the community is residential. Poinciana has a concentration of retail along Cypress Parkway between Doverplum Ave. and Pleasant Hill Rd. The shopping center on the north side of Cypress Parkway contains a Publix grocery store, and the shopping center on the south side of Cypress Parkway contains a Winn Dixie grocery store and a Wal-Mart Super Center. Solivita, a large retirement community with 8,500 planned residential units, is located southwest of the Cypress Parkway and Marigold Avenue intersection.

Overall, the area is predominantly rural with concentrations of suburban-style retail shopping centers and gated or golf club oriented communities. Most of the streets do not have sidewalks. Those streets with sidewalks use drainage ditches for separation from the road.

The Center for Urban Transportation Research (CUTR) mapped the origins and destinations of PCTS and ACCESS LYNX paratransit trips in Osceola and Polk counties using the counties transit data from 2006. Map 1 illustrates the PCTS passenger origins and destinations, which have a concentration within southwestern Poinciana. Map 2 illustrates the ACCESS LYNX passenger origins and destinations, which have a concentration in south central and northwestern Poinciana. Both LYNX and PCTS provide multiple paratransit trips within the Poinciana service area.

Central Florida Regional Transportation Authority (LYNX)

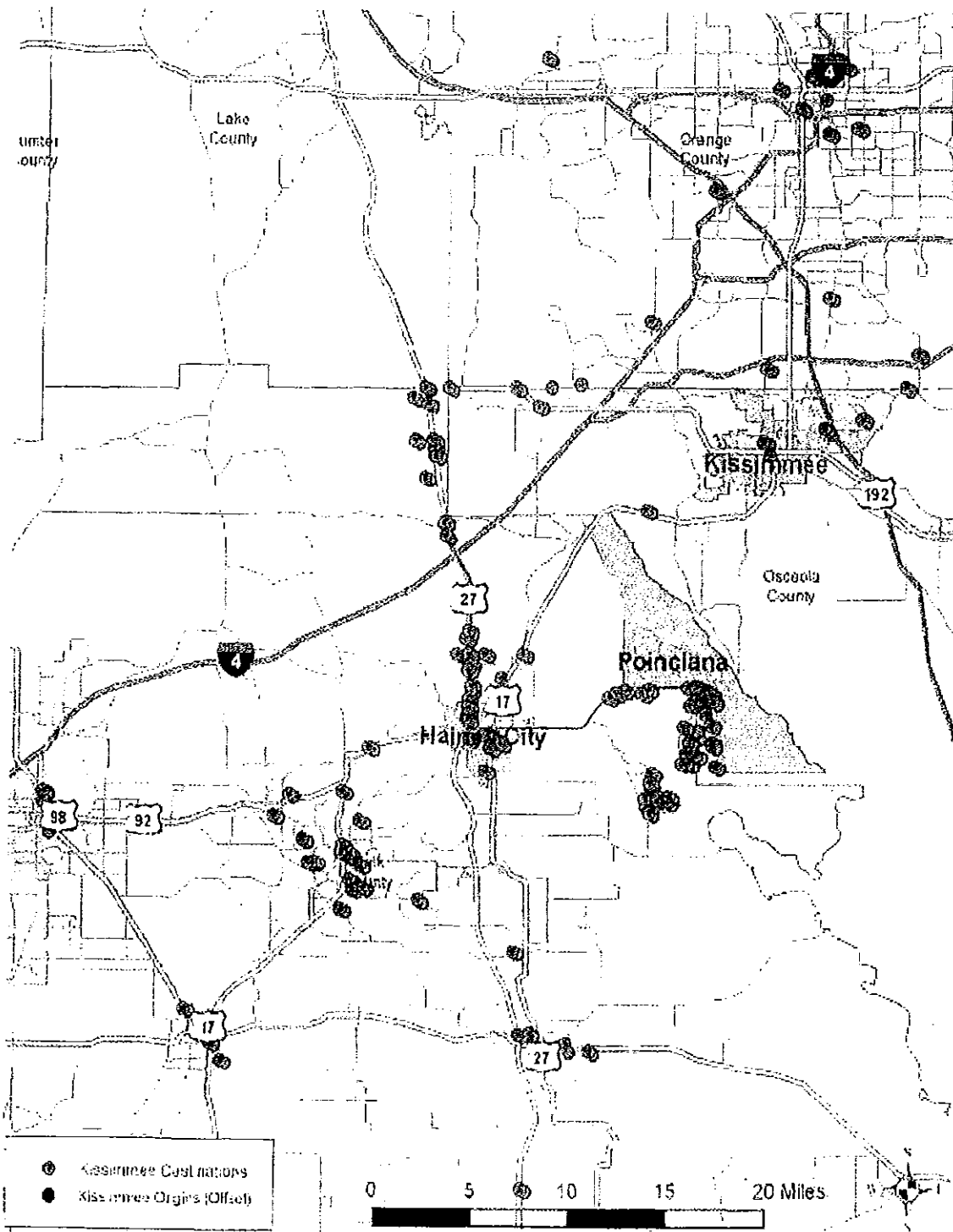
MV Transportation is the paratransit service provider for ACCESS LYNX. MV Transportation provides the vehicles, drivers, reservation requests, scheduling, and dispatch of all trips. Reservations can be made between 8:00 a.m. and 5:00 p.m., seven days a week. Customer service is available 24 hours a day, seven days a week. ACCESS LYNX services are available anytime the public bus system is in operation.

The cost of an ACCESS LYNX paratransit trip ranges from \$1.00 to \$5.00 per one way trip. The reservation staff notifies passengers of the exact fare amount due when a trip is scheduled.

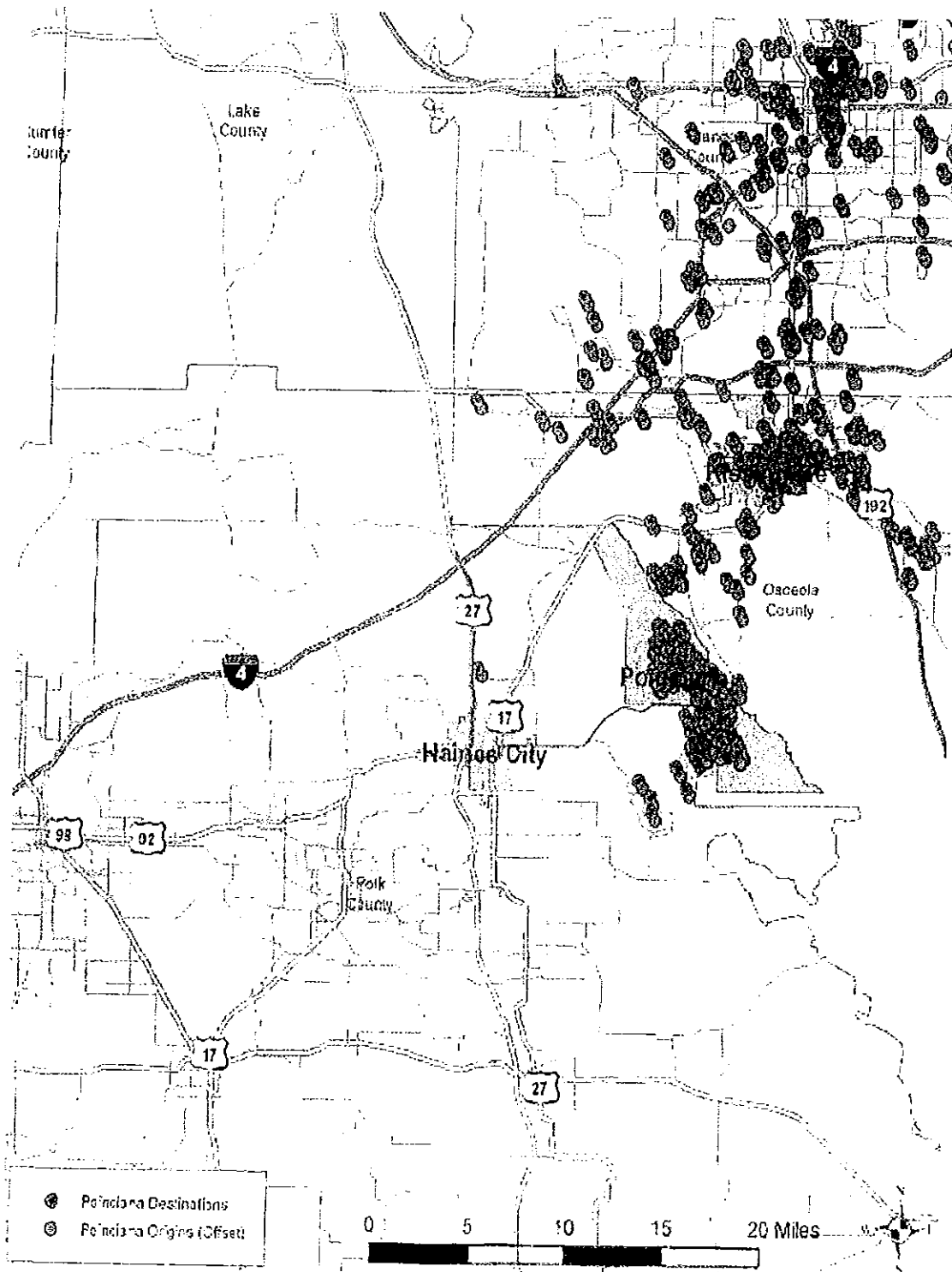
Polk County Transit Services (PCTS)

PCTS provides ADA paratransit services within Polk County. PCTS provides the vehicles, drivers, reservation requests, scheduling, and dispatch of all trips. PCTS fares also range from \$1.00 to \$5.00 per one way trip.

Both agencies have similar policies and procedures including eligibility requirements and fares.



Map 1: PCTS 2006 Paratransit Origins and Destinations from CUTR March 2007



Map 2: Access LYNX 2006 Paratransit Origins and Destinations from CUTR March 2007

Purpose

The regional coordination effort by LYNX and PCTS allows both agencies to leverage existing vehicles, existing advanced technologies, and existing institutional practices. The RITS project adds a direct link between LYNX and PCTS and further enhances their respective roles as designated Community Transportation Coordinators.

To assist in the regional coordination of paratransit trips in Poinciana, both LYNX and PCTS adopted a common scheduling and dispatch software called Trapeze software™. Both agencies also upgraded to modern 800 Mhz trunking systems. Advanced technologies also support the regional coordination RITS project. Mobile data terminals (MDT) were installed on all ACCESS LYNX vehicles and on ten PCTS paratransit vehicles. The MDT provides real-time communication between the drivers and dispatchers by providing drivers with the capability of viewing passenger manifests, inserting/deleting trips, collecting real-time status updates, automated mileage information, using on-screen maps, and turn-by-turn voice prompts for navigation. Other technologies used to improve regional coordination with a focus on rural areas include global positioning satellite (GPS), automatic vehicle location (AVL), CITRIX manifest viewing capabilities, computer aided dispatch (CAD), and geographic information systems (GIS). Using ITS/IT technologies, dispatch knows the exact location of each vehicle and can send the closest vehicle and provide an efficient trip.

The project purpose is to demonstrate and evaluate how innovative ITS/IT systems can be utilized to enhance service options and improve overall mobility in the rural community of Poinciana, Florida. The project also demonstrates how ITS/IT technologies assist in the coordination of services between multiple operators. The RITS project provides multiple operators the ability to coordinate transportation services in rural areas.

Goals and Objectives

The goals and objectives of the RITS project are to use advanced technologies and create efficient and coordinated policies and procedures for LYNX and PCTS. The operational objective is to identify duplicate trips between transportation service providers and coordinate these trips efficiently.

The RITS project goals and objectives include efficient provision of paratransit services between Osceola and Polk Counties and reduce duplicate service within the rural area. The regional coordination will reduce the number of duplicate trips provided within the service area and also outside of the service area. Both agencies currently provide paratransit trips to each others service area and far outside of their respective service areas. As part of the coordination occurring through this pilot has led to the development of a PCTS policy mirroring the LYNX policy for out-of-area trips.

Strategies

LYNX and PCTS will coordinate their manifests by using CITRIX viewing capabilities, which allow each agency to view each others Trapeze™ manifests. Dispatch will determine the vehicle closest to the trip origin and send that vehicle to pick up the passenger.

LYNX hopes to establish in coordination with PCTS an ADA accessible feeder, paratransit, and fixed-route drop off point in the rural area. The drop off point will allow for both the paratransit to fixed-route integration along with paratransit to other transportation service coordination (private taxi's, PCTS, social service agencies) within the Poinciana area. Passengers transferring from a paratransit vehicle to the fixed-route LINK 26 can later return to the paratransit vehicle at the ADA accessible feeder drop off point.

To coordinate scheduled trips between LYNX and PCTS, each agency will view their trip manifest daily and coordinate their paratransit trips for the following day. Trips within the Poinciana community will be coordinated through CITRIX and Trapeze and dispatched based on closest vehicle location using GIS and MDT technologies.

Both LYNX and PCTS provide paratransit Medicaid trips to Gainesville and other out-of-area locations. Trips requiring travel beyond 100 miles requires approval from the District Medicaid Office. Out-of-area trips must be scheduled at least 72-hours in advance but not more than a week, Monday through Friday between 7:00 a.m. and 4:00 p.m. The client must ensure that their medical appointments are scheduled between 9:00 a.m. and noon and must agree to up to a two-hour advance pick-up and drop-off. Because both LYNX and PCTS share this policy in common they can coordinate passenger out-of-area travel. For example both transportation providers travel to Gainesville on Tuesday. LYNX and PCTS will coordinate the Gainesville paratransit trips by either providing service on different days rather than duplicate days or only using one transportation service provider to transport passengers. If a paratransit vehicle is full an additional vehicle will be sent to Gainesville versus denying a trip. The agencies will pick a designated point to transfer customers to one vehicle for the out-of-area trip or allow one vehicle to pick up all passengers at their origin if it can be scheduled without increasing mileage or timeliness. Other out-of-area locations will follow the same methodology.

Goals, Objectives, and Strategies Summary

The rural intelligent transportation system pilot project seeks to achieve the following through the coordination of paratransit services:

- **Goal 1 - Increase efficiency of paratransit operations with regard to paratransit services.**
 - Objective – Reduce duplication of service by transit agencies.

- Strategy 1 – coordinate customer trips by utilizing CITRIX technology to review manifest each evening and multi-load trips within a three-mile radius with a similar origin and destination to one agency's vehicle.
 - Strategy 2 – coordinate customer trips by utilizing CITRIX technology to review manifest 24 hours in advance for out-of-area trips and multi-load trips to one agency's vehicle. Examples of how this will work are listed below and aren't exclusive:
 - If PCTS has a vehicle traveling to Daytona Beach, it will review the LYNX manifest for customers needing to travel to Daytona Beach and based on vehicle capacity will schedule service to include pick-up of the LYNX customer. This process is to occur without impacting customer service or trip on-time performance.
 - If LYNX has to take a customer to Polk County, while the LYNX paratransit vehicle is in the PCTS service area, that vehicle will provide paratransit service to PCTS customers. PCTS will notify MV dispatch of trips that can be provided in the timeframe the vehicle will be in the PCTS service area. MV will provide a PCTS service area manifest through the MDT to the operator. Trip scheduling will not impede the vehicle's ability to return to pick-up the initial customer on time and return to the LYNX service area.
 - Strategy 3 - If PCTS has a paratransit customer that can access service along a LYNX fixed-route, PCTS paratransit service will drop the customer to an accessible LYNX fixed-route bus stop and provide a complementary bus pass.
- **Goal 2 - Coordinate billing for various services tested through this pilot utilizing technology and seek opportunities to find additional funding sources or use savings to extend transportation service.**
 - Objective 1 – Test how technology can increase coordination of finances for transportation services shared between multiple agencies.
 - Strategy 1 – Utilizing Trapeze track trips provided by each agency on a monthly basis. Each agency will provide a monthly list of eligible customers for trip purposes. By the 10th of the following month each agency will provide a list of all passengers carried via e-mail that are customers in the other agency's service area. LYNX will provide customer name, trip purpose, trip type, and distance traveled to PCTS. PCTS will provide to LYNX the customer name, trip purpose, trip type, and time taken to complete travel.
 - Strategy 2 – LYNX and PCTS will seek methods to bill all paratransit funding sources through electronic mechanisms as well as receive payments electronically.
 - Strategy 3 – Jointly seek opportunities to further service to the rural area by partnering to secure funding through Florida Department of

Transportation (FDOT) service development grants and federal Job Access and Reverse Commute (JARC) and New Freedom (NF) Programs.

- **Goal 3 - Reduce overall costs of providing paratransit service in rural areas while increasing service opportunities.**
 - Objective 1 - Utilize coordination to improve transportation service across service areas and increase opportunities for customer utilization.
 - Strategy 1 - Agencies will supply each other bus passes for the purpose of transitioning paratransit customers to fixed-route or PickUpLine (PUL) services. Pass prices will be determined and documented by PCTS and LYNX as this pilot project moves forward.
 - Strategy 2 – Through trip coordination reduce paratransit service agency expenses for PCTS and LYNX. Evaluating this through comparisons to cost for the same customers, trips, or overall service in the previous year.

Billing Procedures for Shared and Coordinated Service

The following billing procedures will be utilized by LYNX and PCTS:

- **Medicaid** - In order to ensure that LYNX and PCTS can be reimbursed for trips provided to Medicaid, a customer's eligibility must be ensured prior to trip scheduling. Therefore each month by the 30th both LYNX and PCTS will exchange their list of eligible customers via e-mail. The Medicaid eligible list will be exchanged between the paratransit managers. The managers will be responsible for sharing the list with the reservationists. By the 10th of the following month each provider will send the list of passenger trips taken by the other agency's customers. This will allow time for agencies to verify information in Trapeze regarding trips supplied and online regarding Medicaid eligibility and complete billing by the 15th. Medicaid invoicing will be submitted online by both LYNX and PCTS as deemed appropriate by their existing accounting procedures.

Along with paratransit trips provided, bus passes provided as part of this program will also be reported by each agency for Medicaid reimbursement. Passes will be paid for when requested from LYNX or PCTS and billed to Medicaid when issued to a Medicaid eligible customer. Bus passes will be provided to customers transferring from paratransit service to fixed-route to complete any portion of their trip. Two single ride passes will be given to each customer transferring from paratransit service to fixed-route. For passengers that have subscription trips a weekly or monthly pass will be given for transfer purposes at the discretion of the customer's service area transit provider.

Customers will pay their respective co-pay to whichever agency's vehicle arrives to pick them up. The co-pay will be remitted back to the customer's eligible agency at the end of each month as part of the invoicing process. The co-pays will be deducted from services provided.

- **Transportation Disadvantaged** – Transportation Disadvantaged billings will be handled in the same manner as Medicaid billings for paratransit services. The only exception is that both LYNX and PCTS have an established rate structure with the Transportation Disadvantaged Commission. LYNX's rate structure is based on per hour service while PCTS's structure is based on per mile service. Therefore, the miles and hours required to provide each trip will be tracked by each provider. When exchanging trips provided by the 10th of each month PCTS and LYNX will provide to each other the customer name, trip origin and destination, total hours, and total miles of each trip. This will allow the agency to bill the Commission based on its own rate structure.
- **Americans with Disabilities Act** –These trips will be handled similar to Medicaid trips with the exception of billing a state agency. Because ADA trips do not have a designated funding source they are primarily covered through local government operating funds. Therefore trips provided only need to be exchanged between the two agencies.

The average trip rates for services provided should amount to the following:

Agency	Trip Type			
	Ambulatory	Wheelchair	Stretcher	PickUpLine
LYNX	\$ 42.00	TBD	TBD	\$ 15.00
PCTS	\$ 36.00	\$ 50.00	\$ 115.00	\$ 15.00

*TBD - To be determined

Changes to the billing procedures may be necessary as the RITS project progresses. These changes will be documented in writing. Both the transportation agencies and their providers will assist in assuring that these procedures are adhered to during the six-month pilot time frame.

Consent Agenda Item #6.C. ii

To: LYNX Board of Directors

From: **Peggy Gies**
CHIEF MARKETING OFFICER
Jo Santiago
(Technical Contact)
Raul Balda
(Technical Contact)
Belinda Balleras
(Technical Contact)

Phone: 407.841.2279 ext: 6020

Item Name: Miscellaneous
Authorization to approve and execute a new ten month Joint Participation Agreement (JPA) with the Florida Department of Transportation (FDOT) under its Commuter Assistance Grant Program

Date: 2/28/2008

ACTION REQUESTED:

Authorization to approve and execute a new ten month Joint Participation Agreement (JPA) with the Florida Department of Transportation (FDOT) under its Commuter Assistance Grant Program

BACKGROUND:

In 2002, the Florida Department of Transportation (FDOT) published guidelines for the implementation of a Commuter Assistance Program. Funds were made available for eligible grant recipients to implement low cost alternatives for alleviating urban highway congestion and improving air quality.

The program focuses on reducing the single occupant commuter trip that is the greatest cause of peak hour highway congestion. FDOT assigned four goals to promote Commuter Assistance within our region including the following:

- Increase the number of employers in the Commuter Assistance Program (CAP).
- Increase the level of participation by individuals in the CAP.
- Promote program innovations and marketing.
- Participating in regional meetings and/or discussions regarding District 5 CAP efforts.

Eligible expenses under this program include salaries, marketing, advertising, computerized matching, software, purchase of promotional items, etc.

Annually, LYNX submits to the Florida Department of Transportation (FDOT) a budget and Commuter Assistance Program work plan to identify strategies used to meet the goals assigned by FDOT. Commuter Assistance Programs such as vanpool, carpool, Guaranteed Ride Home, and commuter tax breaks are marketed to Central Florida businesses and citizens to increase utilization. The work plan outlines goals, marketing and communication strategies, performance measures criteria and a budget to fund 50% of personnel, operational and marketing expenditures related to implementing and promoting Commuter Assistance in the Central Florida region.

Upon FDOT approval of the LYNX CAP Work Plan and budget, a new Joint Participation Agreement is executed and FDOT reimburses LYNX 50% of expenditures used to promote or implement commuter assistance programs quarterly.

LYNX has experienced considerable success with the rideshare programs. LYNX currently has 59 vanpools that travel within the seven county region. The demand for vanpools has shown a steady increase fueled by program awareness, federal tax incentives and rising fuel prices. Within the last year staff has worked with employers such as Duke Realty, FCC Coleman, and NAVAIR to implement employee vanpool programs. The carpool program also has increased with over 3,300 potential matching partners. The bus pass programs have grown tremendously within the year adding two new employer programs and three retail consignors one, Ace Cash Express, which has 51 store locations selling bus passes. There are more than 100 retail locations in the tri-county area that sell bus passes to the general public.

FISCAL IMPACT:

All expenses outlined in the 2006-2008 project budget correlates with LYNX' Commuter Services FY 07-08 budget. Commuter Assistance eligible expenditures outlined in the CAP budget will be reimbursed to LYNX by FDOT quarterly. This JPA extends the 2007 grant and provides \$365,980 for the Commuter Services program.



Florida Department of Transportation

CHARLIE CRIST
GOVERNOR

133 S. Semoran Blvd.
Orlando, Florida 32807

STEPHANIE C. KOPELOUSOS
SECRETARY

January 2, 2008

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

Subject: Supplemental Joint Participation Agreement
FM Number: 416171-1-84-01
Contract No. AON61
Orange, Osceola and Seminole Counties

Dear Ms. Watson:

Enclosed are four (4) original copies of the project Supplemental Joint Participation Agreement (Supplemental) for your adoption and execution. Please execute all four copies by original signature. Return all four copies to me with two (2) certified copies of the Resolution adopting the Supplemental and authorizing its execution.

After the Department approves the Supplemental, a fully executed Supplemental will be returned to you. If you have any questions, please call me.

Sincerely,

A handwritten signature in blue ink that reads "Diane Poitras".

Diane Poitras
Transit Analyst
District Five

/dp

Enclosures (4)

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION
SUPPLEMENTAL JOINT PARTICIPATION AGREEMENT
Number 1

TDS-030-07
 PUBLIC TRANSPORTATION
 DISTRICT
 Page 1 of 4

Financial Project No.: 41617118401 <small>(item-segment-phase-sequence)</small> Contract No.: AON61 Catalog of Federal Domestic Assistance Number:	Fund: 010 Function: 683 Federal No.: N/A DUNS No.: 80-939-7102 Catalog of Federal Domestic Assistance Number: N/A	FLAIR Approp.: 088774 FLAIR Obj.: 750007 Org. Code: 55052000531 Vendor No.: F592-982-959-005 Catalog of State Financial Assistance Number: 55.007
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THIS AGREEMENT, made and entered into this _____ day of _____, 2006, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida, hereinafter referred to as the Department, and Central Florida Regional Transportation Authority, dba LYNX, 455 N. Garland Ave., Orlando, FL 32801, hereinafter referred to as Agency.

WITNESSETH:

WHEREAS, the Department and the Agency heretofore on the 7th day of December, 2006, entered into a Joint Participation Agreement; and

WHEREAS, the Agency desires to accomplish certain project items as outlined in the Attachment "A" appended hereto; and

WHEREAS, the Department desires to participate in all eligible items for this project as outlined in Attachment "A" for a total Department Share of \$365,980.00

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

1.00 Project Description: The project description is amended to provide funding for LYNX's Commuter Assistance Program (CAP) for FY 2008. This program will continue to fulfill the District's four goal area which include: To increase the level of participation by employers in the CAP; to increase the level of participation by individuals in the CAP; promote program innovations including TDM strategies such as telework and flextime, and market the CAP as well as all park and ride lots in the LYNX service area; and participate in Regional Meetings and/or discussions regarding District 5 CAP.

2.00 Project Cost:

Paragraph 3.00 of said Agreement is increased by \$228,148.00
bringing the revised total cost of the project to \$ 731,960.00

Paragraph 4.00 of said Agreement is increased by \$114,074.00
bringing the Department's revised total cost of the project to \$ 365,980.00

3.00 Amended Exhibits:

Exhibit(s) B of said Agreement is amended by Attachment "A".

4.00 Contract Time:

Paragraph 18.00 of said Agreement December 30th, 2008

Financial Project No. 41617118401

Contract No. AON61

Agreement Date _____

Except as hereby modified, amended or changed, all other terms of said Agreement dated December 7th 2006 and any subsequent supplements shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, the day and year first above written.

AGENCY

Central Florida Regional Transportation Authority, dba
LYNX

AGENCY NAME

FDOT

See attached Encumbrance Form for date of Funding
Approval by Comptroller

SIGNATORY (PRINTED OR TYPED)

LEGAL REVIEW
DEPARTMENT OF TRANSPORTATION

SIGNATURE

DEPARTMENT OF TRANSPORTATION

TITLE

District 5 Director of Transportation Development

TITLE

Financial Project No. 41617118401

Contract No. AON61

Agreement Date _____

ATTACHMENT "A"
 SUPPLEMENTAL JOINT PARTICIPATION AGREEMENT

This Attachment forms an integral part of that certain Supplemental Joint Participation Agreement between the State of Florida, Department of Transportation and Central Florida Regional Transportation Authority, dba LYNX 455 N. Garland Ave., Orlando, FL 32801 dated _____.

DESCRIPTION OF SUPPLEMENT (Include justification for cost change):

to add funding the program for FY 2007/08.

I. Project Cost:	As Approved	As Amended	Net
	\$503,812.00	\$731,960.00	\$228,148.00
Total Project Cost	\$503,812.00	\$731,960.00	\$228,148.00
I. Fund	As Approved	As Amended	Net
Department:	\$251,906.00	\$365,980.00	\$114,074.00
Agency:	\$251,906.00	\$365,980.00	\$114,074.00
	\$0.00	\$0.00	\$0.00
Total Project Cost	\$503,812.00	\$731,960.00	\$228,148.00

Comments:

EXHIBIT "B"
PROJECT BUDGET

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida, Department of Transportation and Central Florida Regional Transportation Authority, d/b/a LYNX, 455 N. Garland, Orlando FL 32801 dated _____.

	<u>FY 2006/07</u>	<u>FY 2008</u>
I. PROJECT COST:		
Salary Expenses	\$ 236,312.00	\$114,698.00
Commuter Services Supervisor		
Project Manager/Sales		
Program Account Executive		
Program Coordinator		
Temporary Help		
Software	50,000.00	
Operating Expenses	8,400.00	19,000.00
Software Maintenance Web-Base Rideshare		
Office Supplies		
Telephone		
Cellular Communications		
Guaranteed Ride Home		
Vanpool Registration		
Marketing	209,100.00	94,450.00
Marketing Promotion		
Media Expenses		
Professional Services		
Printing		
Dues and Subscriptions		
Training		
Advertising/Promotion Media		
Postage, Express mail		
<hr/> TOTAL PROJECT COST:	<hr/> \$503,813.00	<hr/> 228,148.00

II. PARTICIPATION:			
Maximum Federal Participation			
FTA, FAA	(%) or	\$	
Agency Participation			
In-Kind	(%)	\$	
Cash	(50%)	\$251,906.00	\$114,074.00
Other	(%)	\$	
Maximum Department Participation,			
Primary			
(DS)(DDR)(DM)(PORT)	(50%) or	\$251,960.00	\$114,074.00
Federal Reimbursable (DU)(FRA)(DETA)	(%) or	\$	
Local Reimbursable (DL)	(%) or	\$	
<hr/> TOTAL PROJECT COST		<hr/> \$503,812.00	<hr/> \$228,148.00

Consent Agenda Item #6.C. iii

To: LYNX Board of Directors

From: Linda Watson
CHIEF EXECUTIVE OFFICER
Edward Johnson
(Technical Contact)

Phone: 407.841.2279 ext: 6017

Item Name: Miscellaneous
Authorization to adopt Administrative Rule 10 - Solicitation on LYNX
Facilities

Date: 2/28/2008

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization to adopt Administrative Rule 10 – Solicitation on LYNX Facilities.

BACKGROUND:

During the January 2008 Board of Directors' Audit Committee meeting, Pat Christiansen (Legal Counsel to the Board of Directors) presented to the Committee a draft administrative rule that would regulate various activities on LYNX property/facilities. The proposed administrative rule expressly delineates what is prohibited at LYNX facilities and what would be considered to be exempt activities.

FISCAL IMPACT:

This action has no financial impact to the organization.

ADMINISTRATIVE RULE 10
Solicitation on LYNX Facilities
EFFECTIVE DATE:

SCOPE:

This Administrative Rule applies to certain activities at the Central Station Building (and also at any other Authority facility). It establishes the guidelines and procedure to be followed by the Authority, the Governing Board, and Authority Staff in regard to certain activities at Authority facilities (including the LCS).

AUTHORITY:

Authority for the establishment of this Administrative Rule is as follows:

Part II, Chapter 343, Florida Statutes

RULE 9: Prohibition on Certain Activities at Central Station

Section 10.1 **Definitions.** In addition to those terms defined in Rule 1 of these Administrative Rules, the following terms shall have the following meanings for the purposes of this Rule:

10.1.1 **"Central Station Building and its Contiguous Areas"** means the Authority's Central Station building, located at 455 North Garland Avenue, Orlando, Florida 32801, and includes, but is not limited to, the interior of the Central Station building, the curtilage and exterior canopied areas used for arriving and departing busses, and outdoor passenger waiting areas. Contiguous areas surrounding the LCS includes the support vehicle parking area and the leased property adjacent the Central Station at the intersection of Amelia and Garland.

Section 10.2 **Policy and Prohibited Activities.** The principal purpose of the Authority's Central Station Building is to facilitate safe and efficient travel. The Authority has no intent to designate the Central Station Building as a place for expressive conduct. Given the relatively small size of the Central Station Building, the narrowness of its bus lanes, and the limited outside areas in which passengers can congregate, its physical characteristics are not conducive to expressive activity or solicitation of passengers. To this end, and to improve safety and prevent passenger interference with solicitors, the impeding of passenger foot traffic, and delays, the Authority has adopted the following prohibitions on certain activities at the Central Station Building.

10.2.1 **Prohibited Activities.** The following activities are prohibited at Central Station Building:

A. **Political Activities.**

(i) The distribution of petitions, leaflets, buttons, stickers, handbills, and other printed materials;

(ii) The registration of voters, collection of signatures for political petitions, referenda, and signature drives; and

(iii) Protests, marches, and sit-ins.

B. Solicitations:

(i) The sale or distribution of any merchandise;

(ii) The sale or distribution of flyers, handbills, brochures, pamphlets, leaflets, books or other printed or written material; and

(iii) The solicitation of funds.

10.2.2 **Exempt Activities.** The following activities are exempt from the prohibitions in Subsection 10.2.1:

A. Events sponsored by the Authority which are for the benefit of the Authority's employees.

B. Events sponsored by the Authority which constitute or are a part of an advertising campaign designed to promote the Authority, events sponsored by the Authority which are designed to raise revenue for the Authority or promote public awareness of the Authority's transportation offerings, or events sponsored by the Authority for the benefit of its ridership or the community in which the Authority operates (including, by way of illustration, but not limited to, "Fun Fridays").

C. Charitable events conducted by federally tax-exempt, 501(c)(3) nonprofit organizations which are held at the Central Station Building in accordance with applicable Authority policies.

D. Solicitations described in Section 10.2.1(B) by the Authority or its licensed vendors.

Section 10.3 **Other Authority Facilities.** Although this Rule primarily relates to the Central Station Building, the policies set forth herein also apply to any other facilities owned by the Authority from time to time.

Action Agenda Item #7.A

To: LYNX Board of Directors

From: Linda Watson
CHIEF EXECUTIVE OFFICER
Edward Johnson
(Technical Contact)

Phone: 407.841.2279 ext: 6017

Item Name: Miscellaneous
Authorization to amend Administrative Rule #4 - Procurement and
Contracts to clarify types of permissible advertisement on LYNX' property

Date: 2/28/2008

ACTION REQUESTED:

Staff is requesting authorization from the Board of Directors to amend Administrative Rule #4 – Purchasing and Contracts to include language that sets forth limitations to the type of advertisement that can be sold and advertised on LYNX property or equipment.

BACKGROUND:

In 2001, the LYNX Board of Directors adopted Administrative Rules to regulate the business of the organization and conduct of the Board, management and staff. One of which, included Administrative Rule #4 Purchasing and Contracts. This Rule applies to the process by which the Authority contracts for labor, services, goods and materials for its business. In January 2006, the Board revisited the Administrative Rules delineating signature authority on various types of contracts, purchase orders, etc. In March 2007, the Rule was further amended to provide additional clarification on the delegation of signature authority to ensure that the business of the agency was handled in the most efficient and effective manner possible.

Administrative Rule #4, Section 4.4.6, delineates the delegation of authority as it relates to contract execution for bus advertising sales; however, the rule does not define the type of advertisement that is permitted on LYNX property or equipment. In the absence of this delineation staff has used as a “rule of thumb” for advertisement of tobacco, alcohol, politics, gambling or other products that could be construed to be morally offensive to the community and/or that has a legal age limit for consumption or use would be prohibited. This proposed rule amendment will incorporate the definition to clearly delineate acceptable advertisement permitted on LYNX property and equipment.

The proposed language shall be included in Section 4.4.6 of Administrative Rule #4 under “Limitation on Advertisement Content.”

FISCAL IMPACT:

LYNX is currently generating more than \$1.9 million in advertising revenue. However, should LYNX choose to allow some of the aforementioned prohibited products to be advertised on LYNX equipment, it may result in an increase in the amount of revenue that is generated on an annual basis.

**ADMINISTRATIVE RULE 4
PROCUREMENT AND CONTRACT ADMINISTRATION**

EFFECTIVE DATE: March 29, 2007 (**NOTE:** This Rule was modified and amended in its entirety and re-adopted by the Governing Board at this Governing Board Meeting).

SCOPE:

This Administrative Rule applies to the process by which the Authority contracts for labor, services, goods, and materials for its business, both in the normal and ordinary course of business and in emergency situations. It establishes the process and procedure to be followed by the Authority, the Governing Board, and Authority Staff in regard to said matters.

AUTHORITY:

Authority for the establishment of this Administrative Rule is as follows:

Part II, Chapter 343, Florida Statutes

RULE 4: Procurement and Contract Administration

- 4.1 **Definitions.** In addition to the other terms defined in the Administrative Rules, the following terms shall have the following meanings:
- 4.1.1 **Bid** means a formal written price offer by a Vendor to the Authority to furnish goods or services in response to an Invitation for Bid.
 - 4.1.2 **Bidder** means a Vendor who has submitted a Bid to the Authority.
 - 4.1.3 **Blanket Purchase Order** means an open Purchase Order under which a Vendor agrees to provide goods or services to the Authority on a demand basis, pursuant to a Contract that has been awarded and entered into by the Authority in accordance with these Administrative Rules. Thus, the Blanket Purchase Order may not be specific but must be limited as to the aggregate dollar amount which can be ordered under said Blanket Purchase Order.
 - 4.1.4 **Bus Advertising Contract** shall mean a Contract pursuant to which the Authority provides to a third party advertising on one or more buses of the Authority, in exchange for which there is paid or provided to the Authority money or other goods or benefits.
 - 4.1.5 **Bus Trade** shall mean a transaction involving a Bus Advertising Contract pursuant to which the Authority provides to a third party advertising on one or more of its buses in exchange, in whole or in part, for a payment not in cash, but in kind. The payment in kind can take the form of any non-cash consideration such as services, labor, materials, advertising, etc.

- 4.1.6 **Change Order** means a modification to an existing Contract. For such Change Order to be valid, it must be in writing signed by the parties to that Contract to be bound, and must be approved by the appropriate process under this Rule.
- 4.1.7 **Chief Administrative Officer or CAO** means the officer responsible for the administrative management of the Authority. If there is not a person serving as the CAO or the CAO position is not implemented, then, in that event, either the Chairman of the Board or the Chief Executive Officer may designate another officer of the Authority to assume the responsibilities and exercise the powers of the Chief Administrative Officer.
- 4.1.8 **Chief Financial Officer (CFO)** means the officer responsible for the financial management of the Authority, and is designated as such. If there is not a person serving as the CFO or the CFO position is not implemented, then, in that event, either the Chairman of the Board or the Chief Executive Officer may designate another officer of the Authority to assume the responsibilities and exercise the powers of the Chief Financial Officer.
- 4.1.9 **Chief Of Staff** means the officer responsible for the financial management of the Authority, and is designated as such. If there is not a person serving as the Chief of Staff or the Chief of Staff position is not implemented, then, in that event, either the Chairman of the Board or the Chief Executive Officer may designate another officer of the Authority to assume the responsibilities and exercise the powers of the Chief of Staff.
- 4.1.10 **Chief Operating Officer (COO)** means the officer responsible for the general operations of the Authority, and is designated as such. If there is not a person serving as the COO or the COO position is not implemented, then, in that event, either the Chairman of the Board or the Chief Executive Officer may designate another officer of the Authority to assume the responsibilities and exercise the powers of the Chief Operating Officer.
- 4.1.11 **Contract or Agreement** means any agreement relating to the purchase or sale of goods, supplies, services, or other matters to or by the Authority, and includes without limitation, contracts for a fixed price, cost, cost plus a fixed fee, incentive contracts, contracts providing for the issuance of job or task orders and leases, letter contracts. It also includes by way of example Purchase Orders and Change Orders with respect to any of the foregoing.
- 4.1.12 **Contractor** means any Vendor having a Contract with the Authority.
- 4.1.13 **Debarment** means a disqualification of a Vendor to receive and participate in Invitations to Bid or Requests for Proposals or the award of Contracts by the Authority for a specified period of time pursuant to Section 4.14.3 hereof.
- 4.1.14 **Direct Pay** means a check request submitted to the Finance Department of the Authority for purchases of items defined in this Administrative Rule, and items below the threshold as defined in the Finance Policy and Procedure.

- 4.1.15 **Disadvantaged Business Enterprise** or **DBE** means a Vendor for which the gross revenues or number of employees averaged over the past years, inclusive of affiliates as defined by 13 C.F.R.121.103, (i) does not exceed the size standards as defined pursuant to Section 3 of the Small Business Act and for which the personal net worth of each owner (excluding primary residence and interest in Business) does not exceed the amount set forth from time to time in said Act, (ii) does not exceed the amount set forth from time to time in said Act for the average annual receipts over the firm's previous three (3) fiscal years and (iii) meets all criteria established in 49 C.F.R. Part 26 Sub Part D Certification Standards, as amended or supplemented, or any successor provision.
- 4.1.16 **Emergency** shall be the existence of a condition or conditions which, in the context of the public service provided by the Authority, would affect or could reasonably be expected to either (i) affect the public health and safety, or (ii) have an immediate, adverse and material effect on the Authority, its business, operations or property, as reasonably determined by any member of the Governing Board, the Chief Executive Officer, or in the absence of the Chief Executive Officer, any other Senior Officer, as further defined in Section 4.4.7 hereof.
- 4.1.17 **FDOT** shall mean the Florida Department of Transportation.
- 4.1.18 **FTA** shall mean the Federal Transit Administration.
- 4.1.19 **Finance Policy and Procedure** means the policy and procedure established from time to time by the Finance Department of the Authority.
- 4.1.20 **Fuel Contract** means a Contract pursuant to which the Authority purchases fuel for its ongoing operations.
- 4.1.21 **Invitation for Bid** or **IFB** means a solicitation by the Authority for a procurement and shall include all documents attached or incorporated by reference utilized within such solicitation.
- 4.1.22 **Major Contract** shall mean any Contract other than a Minor Contract. Specifically, by way of illustration, a Major Contract also includes any contract which has a value in excess of \$150,000.00 or which, has a term, including options, of more than 5 years, or is not in the approved budget for the Authority. For determining the value of the Contract, the value of all Options provided for in the Contract shall be considered and included at the time the Contract is proposed to be entered into with the Authority.
- 4.1.23 **Minor Contract** shall mean a Contract which (i) has a value of \$150,000.00 or less, (ii) is in the approved budget for the Authority, and (iii) has a term, including options, of not more than 5 years. In determining value, the value of all Options provided for in the Contract shall be considered and included at the time the Contract is proposed to be entered into with the Authority.

- 4.1.24 **Micropurchase(s)** means a Simplified Acquisition Procurement that is for \$2,500.00 or less that meets the requirements set forth in Subsection 4.6.6 hereof. The foregoing amount of \$2,500.00 is the amount set forth in applicable Federal guidelines for procurement by the Federal government and the foregoing amount shall be adjusted from time to time, without any further action by the Governing Board, to equal the amount set forth from time to time under said Federal guidelines.
- 4.1.25 **Option(s)** means in the context of any Contract, the right or option of the Authority to extend the term of that Contract for an additional period as provided for in the Contract.
- 4.1.26 **Piggybacking** or **Piggyback Contract** shall have the meaning set forth in Section 4.3.2(G).
- 4.1.27 **Post** means to display a recommendation of award of a Contract on the Authority website (or any other website; provided that the Authority's website contains a hyperlink to such other website) or on a bulletin board designated for such postings located in the Authority facility, or to provide to a Bidder or Proposer actual notice of a recommendation of award of a Contract. The terms "**Post**" and "**Posting**" shall have correlative meanings. The Posting will occur upon said display on the Authority web site or bulletin board or when the Bidder or Proposal receives said actual notice or is actually aware of the recommendation by the Authority or, if applicable, the committee making said recommendation.
- 4.1.28 **Procurement(s)** means the buying, purchasing, renting, leasing or otherwise obtaining of any supplies, services, construction or any other item(s). It also includes all functions that pertain to the obtaining of any supplies, services, construction or any other item(s), including description of requirements, selection and solicitation of sources, preparation and award of contracts and all phases of contract administration.
- 4.1.29 **Procurement/Contracts Manager** means any person designated as the Procurement/Contracts Manager by the Chief Executive Officer. The Procurement/Contracts Manager shall be in charge of the Purchasing and Contracts Division and shall be authorized to enter into, execute, administer and make written determination of Contracts on behalf of the Authority pursuant to this Administrative Rule and within the authority granted the Procurement/Contracts Manager under this Administrative Rule.
- 4.1.30 **Project Contingency** means the amount set forth as the amount of the contingency in any Contract, plus (i) any savings derived as a result of the direct purchase of materials by the Authority, and (ii) any savings derived as a result of costs transferred from other line items within the project budget.
- 4.1.31 **Proposal** or **Response** means a document submitted by and executed by a Vendor to the Authority in response to a Request for Proposals or Request for

Information, which if accepted by the Authority would represent a binding obligation to the Vendor.

- 4.1.32 **Proposer** means a Vendor who has submitted a Proposal to the Authority.
- 4.1.33 **Purchase Order** means the Authority's document used to authorize a purchase transaction with a Vendor.
- 4.1.34 **Purchasing Card Program** shall mean the Micropurchase procedure or program undertaken by the Authority to process low dollar purchases of services and goods which utilize a purchasing card, as provided and set forth in Section 4.7 hereof.
- 4.1.35 **Purchasing and Contracts Division** means the applicable department or division of the Authority responsible for the administration of procurements and the procurement process and contracts on behalf of the Authority.
- 4.1.36 **Request for Information** or **RFI** means a solicitation for response from interested and prospective Vendors to provide information to determine specifications, qualifications and/or capabilities to satisfy a need of the Authority and in which the successful Vendor may be given latitude in order to develop a product and/or service, which will fulfill said need.
- 4.1.37 **Request for Proposal** or **RFP** means a solicitation for Proposals to provide goods and/or services to the Authority, which is awarded by selection criteria to be established at the discretion of the Authority.
- 4.1.38 **Request for Quotation** or **RFQ** means an informal request either oral or written for a price Proposal from interested or prospective Vendors for specific goods and/or services.
- 4.1.39 **Requisition** or **Work Order Form** means an internal document generated by the Authority's originating department and forwarded to the Purchasing and Contracts Division for the Division to initiate a Procurement process for goods or services.
- 4.1.40 **Response** shall mean a Proposal.
- 4.1.41 **Responsible** when used in the context of a Bidder or Proposer, means a person who has, in the sole discretion of the Authority or, if applicable, the Source Evaluation Committee or Procurement/Contracts Manager, the capability to perform the Contract requirements, and the tenacity, perseverance, experience, integrity, ability, reliability, capacity, facilities, equipment, financial resources and credit, which will assure good faith performance.
- 4.1.42 **Responsive** when used in the context of a Bidder or Proposer means a person who has submitted a completed Bid or Proposal and complied with the requirements of the specific Procurement, as determined by the Authority in its discretion.

- 4.1.43 **Revenue Contract** means a Contract for which the Authority shall receive compensation or benefit (e.g. monetary, in trade or exchange, or otherwise) and includes, for example, a Bus Advertising Contract.
- 4.1.44 **Senior Officer** shall mean the Chief Administrative Officer, Chief Financial Officer, Chief Operating Officer, and Chief of Staff, and such other officers of the Authority as may be designated from time to time by the Governing Board. When the context applies, the term "**Senior Officer**" shall also include the Chief Executive Officer.
- 4.1.45 **Simplified Acquisition Procurement** means the procurement process that is for \$50,000.00 or less, that meets the requirements set forth in Subsection 4.4.10 hereof. The Simplified Acquisition Procurement may be further subdivided into other parts such as, for example, Micropurchase program or the Purchasing Card Program.
- 4.1.46 **Sole Source Procurement** shall mean a Procurement that is obtained by the Authority without competitive bidding and through a single or sole source which meets the requirements of Section 4.3.4 hereof.
- 4.1.47 **Source Evaluation Committee** or **SEC** means that committee established by the Authority (either through the Governing Board, the Purchasing and Contracts Division, or otherwise) that evaluates, ranks and selects Bidders to whom Contracts will be awarded in accordance with the Authority's Procurement procedures.
- 4.1.48 **Suspension** means the disqualification of a person to participate in any Procurement or the award of a Contract by the Authority for a period determined by the Authority, not to exceed three (3) years pursuant to this Administrative Rule.
- 4.1.49 **Vendor** means an actual or potential supplier of a good and/or service to the Authority.
- 4.1.50 **Vendor List** means the compilation by the Authority by category of goods and/or services of the names and addresses of those appropriate suppliers of goods and/or services that have indicated an interest in doing business with the Authority.

4.2 **General Provisions.**

- 4.2.1 **Establishment, Scope, and Purpose.** The Governing Board has established this Administrative Rule governing Procurement and Contract administration. The purpose of this Administrative Rule is to place the Authority's contracting function under a centralized system, enabling the Authority to (i) establish policies governing all Procurements and Contracts, (ii) provide for fair and equitable opportunity for all persons doing business with the Authority, and (iii) to provide safeguards for maintaining a structured procurement system of quality and integrity.

- 4.2.2 **Applicability.** This Administrative Rule shall apply to Procurements and Contracts by the Authority and the administration of Contracts by the Authority.
- 4.2.3 **Federal and State Applicability.** The Authority receives Federal and State funds. Therefore, Procurements must be conducted in accordance with any applicable Federal and/or State regulations which apply to that particular Procurement. The Authority (either through the Governing Board or the Chief Executive Officer) may modify Authority procedures including provisions of this Administrative Rule in order to comply with procedures for State or Federally funded grant programs. Any modification by the Chief Executive Officer shall be noticed to the Governing Board as an information item at the next scheduled meeting, if said modification is material. The Governing Board may waive any or all regulations, including, without limitation, this Administrative Rule, in order to comply with a Federal or State law.
- 4.2.4 **Discretion/Waiver Right of Authority.** Any determination to be made under this Administrative Rule may be made by the Authority (meaning the Governing Board in its discretion). The SEC, any Senior Officer or the Procurement/Contracts Manager may also make such determination in its or his/her discretion but only as to minor and non-material items (any material or substantive changes will need to be made by the Governing Board). In addition, the Authority shall have the right in its discretion to modify or waive any of these Rules with respect to any particular Procurement or in regard to any proposal/ability to award and approve Contracts.
- 4.2.5 **Purchasing and Contracts Division.** The Purchasing and Contracts Division shall administer and facilitate the Procurement process.
- 4.2.6 **Approval of Awards/Delegation of Authority.** Except as expressly provided herein, all approvals and awards of Procurements, whether by Request for Quotation, Invitation for Bid, Request for Proposals, work order or any other method authorized hereunder, and whether by Contract or any other method, shall require the approval of the Governing Board, or through delegated authority as set forth in this Administrative Rule.
- 4.3 **Requirement For/Exclusions From Competitive Bidding.**
- 4.3.1 **General Requirement for Competitive Bidding.** Except as otherwise provided below or elsewhere in these Administrative Rules, all Procurements will generally be sought through competitive bidding.
- 4.3.2 **Exclusions From Competitive Bidding.** Certain transactions cannot be handled through competitive bidding. The following transactions shall not be subject to a requirement for competitive bidding but will still be required to be approved by the Governing Board or through delegated authority, as set forth in these Administrative Rules:

- A. Agreements between the Authority and governmental entities (i.e. interlocal agreements).
- B. Agreements between the Authority and non-profit organizations (i.e. interlocal agreements).
- C. Procurement of Direct Pay items in accordance with and subject to governing or applicable limits or Federal laws for the following: dues and memberships in trade or professional organizations, subscriptions for periodicals deemed necessary but ancillary for delivering of transportation services, advertisements, postage, expert witnesses, abstracts of titles for real property, closing costs and processing fees for acquisitions, title insurance for real property, deeds, judgments, debt service, mortgagee(s), collective bargaining agreements, salaries, taxes, auto allowance, borrowing of money, pensions, bonds, certificates of insurance, employee service performance awards, water, sewer, and electrical utility services, copyrighted books deemed necessary but ancillary for delivering of transportation services, videos deemed necessary but ancillary for delivering of transportation services, fees, costs of job-related seminars, training, catering service, and fees, licenses, permits, approved travel expenses for the Authority, and non-recurring charges deemed necessary but ancillary for delivering of transportation services.
- D. The lease or purchase of real property, such as land, easements, rights-of-way, existing buildings, structures, or improvements.
- E. Goods and/or services given to, or accepted by the Authority via gift, grant or bequest.
- F. Goods purchased with petty cash, not to exceed \$150.00.
- G. Purchases of goods and/or services through joint utilization of existing governmental competitive contracts available to the Authority pursuant to State or Federal law, commonly referred to as “**Piggyback Contracts.**” Piggyback Contracts may also include the piggybacking under contracts entered into with any local governmental jurisdiction such as Orange County, City of Orlando, Orange County School Board, etc.
- H. Blanket Purchase Orders.
- I. Items purchased for resale to the general public.
- J. Micropurchases.
- K. Contracts for obtaining of labor for the Authority through the collective bargaining process.
- L. Emergency purchases.

- M. Sole Source Procurements.
- N. Bus Advertising Contracts.
- O. Revenue Contracts.
- P. Other methods of procurement as determined by the Governing Board from time to time.

4.3.3 **Bidding Process for Procurements.** Subject to the further provisions of Section 4.3.2, the following dollar amounts will determine the process to be followed by the Authority in regard to procurement:

<u>Contract Amount</u>	<u>Process to be Followed</u>
Above \$50,000.00	A formal competitive bidding process is required such as an IFB or an RFP.
Below \$50,000.00 but above \$2,500.00	Generally a Request for Quotation which would require two or more quotes which could be done by phone, email, etc.
\$2,500.00 or less	Does not require formal competitive process but does require that purchases generally be distributed among vendors and that the price be fair and reasonable.

The provisions of this Section shall not be applicable to any Procurement under Section 4.3.2 or as otherwise determined by the Governing Board.

4.3.4 **Sole Source Procurements.**

- A. A determination of sole source may be made by the Chief Executive Officer after conducting a good faith review of available sources, which demonstrates there is only one viable source for the required supply, service, or item. A record of determination of the sole source shall be maintained by the Procurement/Contracts Manager. Any such sole source Procurement shall conform to the requirements of FTA and applicable State or Federal law.
- B. For a commodity or service to be deemed as a sole source Procurement, the Purchasing and Contracts Division must have the appropriate documentation proving at least one of the following:
 1. The item is available only from a single source;
 2. The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
 3. FTA authorizes noncompetitive negotiations;

4. After solicitation of a number of sources, competition is deemed inadequate; or
 5. The item is an associated capital maintenance item as defined in 49 U.S.C. §5307(a)(1) that is procured directly from the original manufacturer or supplier of the item to be replaced. The Authority must first certify in writing to FTA: (i) that such manufacturer or supplier is the only source for such item; and (ii) that the price of such item is no higher than the price paid for such item by like customers.
- C. The procedure for acquiring a sole source procurement shall not waive the approval/execution requirements otherwise set forth in these Administrative Rules. Thus, for example, a Major Contract, if found to be a sole source procurement, must still be approved by the Governing Board.
- D. Any sole source procurement shall be reported to the Governing Board at its next meeting as an information item.

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4.4 **Contract Authority – Who May Approve and Execute Contracts.**

4.4.1 The following chart typically sets forth the approval required for a particular Contract, and is subject to the more specific provisions of the applicable Rule:

	<u>Amount of Contract</u>	<u>Required/Permitted Approval</u>	<u>Rule Reference</u>	<u>Ability to Delegate Approval Authority</u>	<u>Who Can Execute</u>
1	<p>Major Contract</p> <p>NOTE: Generally speaking, every contract is a Major Contract requiring approval by the Governing Board, unless otherwise provided in these Administrative Rules.</p>	Governing Board	4.4.2	No. The Governing Board does, however, have the authority when it approves the contract to delegate authority.	Any Senior Officer (which would include CEO). The Governing Board in approving the Contract, can further delegate or restrict authority as to who can execute the Contract.
2	<p>Options for Major Contracts</p> <p>NOTE: Any approval of an option under this provision shall be noticed to the Governing Board as an information item at the next scheduled meeting of the Governing Board.</p> <p>NOTE: Any Option not falling within this category requires approval by the Governing Board.</p>	<p>CEO, provided:</p> <p>a) such option was contained in the original approved contract and clearly described in the printed agenda of the Governing Board for that meeting; and</p> <p>b) Governing Board authorized the renewal of the option without the need for further Governing Board approval</p> <p>NOTE: Thus, if the Governing Board does not specifically authorize staff to exercise options, options must come back to the Governing Board for approval.</p>	4.4.3	The Governing Board can delegate the authority to approve any Option. CEO cannot delegate his/her authority to approve the exercise of any Option.	CEO or in the absence of the CEO, any other Senior Officer, provided the CEO has approved the exercise of the Option.

	<u>Amount of Contract</u>	<u>Required/Permitted Approval</u>	<u>Rule Reference</u>	<u>Ability to Delegate Approval Authority</u>	<u>Who Can Execute</u>
3	<p>Minor Contract:</p> <p>NOTE: In considering the amount of the contract, the value of all options is included.</p> <p>Any contract of \$25,000 or more in any one fiscal year shall be noticed to the Governing Board as an information item at the next scheduled meeting of the Governing Board.</p>	CEO	4.4.4 4.4.5	<p>Yes. CEO can delegate authority to approve said minor contract to:</p> <p>a) other Senior Officer if Contract has a value of \$50,000 or less.</p> <p>b) Procurement/ Contracts Manager if Contract has a value of \$25,000 or less.</p> <p>c) Contract Administrators/ Buyers if Contract has a value of \$5,000 or less.</p> <p>d) To other LYNX employees for micropurchases of \$2,500 or less.</p>	The same party to whom authority has been delegated can execute the Contract.
4	<p>Bus Advertising Contracts</p> <p>a) Level 1 contracts – contract does not exceed \$180,000 in the aggregate and the term does not exceed 12 months.</p> <p>b) Level 2 contracts – exceeding \$180,000 but less than \$300,000 or less, or having a term greater than 12 months.</p> <p>c) Level 3 contracts – all other bus advertising contracts.</p> <p>NOTE: A summary of new advertising contracts shall be provided as information items to the Governing Board at its next meeting.</p> <p>If the Bus Advertising Contract involves a Bus Trade, then that Bus Trade must be approved by CEO.</p>	<p>a) CEO or CFO.</p> <p>b) CEO provided that the contract receives prior approval by the Authority’s general counsel.</p> <p>c) Must be approved by the Governing Board and reviewed by Authority’s general counsel</p>	4.4.6	<p>a) If the contract is less than \$150,000, then the CEO can further delegate under 3 above</p> <p>b) No.</p> <p>c) No.</p>	<p>a) CFO or CEO</p> <p>b) CEO</p> <p>c) As determined by Governing Board in its approval. See 1 above as this would be a Major Contract.</p>

	<u>Amount of Contract</u>	<u>Required/Permitted Approval</u>	<u>Rule Reference</u>	<u>Ability to Delegate Approval Authority</u>	<u>Who Can Execute</u>
5	<p>Emergency Purchases</p> <p>NOTE: Any such contracts shall be reported to the Governing Board at its next scheduled meeting as a discussion item.</p>	<p>a) CEO, without Governing Board approval, if amount involved is \$150,000 or less.</p> <p>b) If the amount exceeds \$150,000, then the CEO in light of the emergency circumstances shall attempt to contact the Chairman of the Board or, in his/her absence, the Vice-Chairman for approval and oversight; if the Chairman and the Vice-Chairman cannot be contacted or the circumstances are such that the emergency does not allow time to contact the Chairman and the Vice-Chairman, then the CEO will have authority to approve and execute the Contract.</p> <p>c) Authority is also provided to the Chairman of the Board or, in the absence of the Chairman and the CEO, then the Vice Chairman of the Board. However, in the absence of the CEO, the Chairman of the Board or in his/her absence, the Vice Chairman may delegate authority to execute to any</p>	4.4.7	<p>a) For amounts of \$150,000 or less, the CEO may delegate to any Senior Officer.</p> <p>b) CEO may not delegate amounts in excess of \$150,000, which amounts will be approvable by the CEO, the Chairman of the Board, or in his/her absence, to the Vice Chairman to approve Emergency Purchases.</p>	<p>a) CEO or whoever the CEO may delegate.</p> <p>b) In the absence of CEO, any other Senior Officer may execute if approved by Chairman or Vice-Chairman.</p>

	<u>Amount of Contract</u>	<u>Required/Permitted Approval</u>	<u>Rule Reference</u>	<u>Ability to Delegate Approval Authority</u>	<u>Who Can Execute</u>
		Senior Officer to approve and execute the Contract.			
6	<p>Fuel Purchases</p> <p>NOTE: Any fuel purchases under this Rule would be reported to the Governing Board at its next scheduled meeting as an information item.</p> <p>NOTE: The Governing Board would generally establish guidelines for fuel purchases every two years.</p>	<p>a) Governing Board Approval is required for any competitive solicitation. However, in said approval, the Governing Board can establish the conditions for approval of that contract by the CEO or other persons to accept fuel bids and execute fuel contracts.</p> <p>b) If LYNX has an opportunity to acquire fuel at a savings of 5% or more over its existing fuel contract, and that is permitted under the existing fuel contract, (i.e. the existing fuel contract is not on an exclusive basis) then the CEO would have the ability to acquire such other fuel at such a savings or more and for a term not longer than the term of the other fuel contract, including options.</p>	4.4.9	CEO	CEO

The above Chart is specifically subject to the further provisions of each specific rule.

4.4.2 **Major Contracts (Including Contracts Above \$150,000.00).** Except as otherwise expressly set forth in a resolution by the Governing Board or in these Administrative Rules (e.g. Emergency Purchases), all Major Contracts must be approved by the Governing Board. In that regard:

- A. The Governing Board shall have the authority by resolution to delegate authority to approve Major Contracts on such terms as the Governing Board may determine.
- B. Once approved by the Governing Board, any Major Contract can be executed by the CEO or any other Senior Officer, unless otherwise provided in said approval. The Governing Board in approving the Major Contract may also authorize other Authority employees to execute said Contract.
- C. Generally, every contract is deemed to be a "Major Contract" which requires Governing Board approval, unless otherwise provided in these Administrative Rules or as otherwise provided from time to time in a resolution approved by the Governing Board.
- D. In order to determine whether a Contract exceeds \$150,000.00 and is therefore a "Major Contract", the value of all Options is to be included as if exercised, with such determination being made at the time the Contract is being considered for execution by the Authority.
- E. Approval of the Governing Board is also needed to exercise any Options, unless otherwise provided in Section 4.4.3 below.

4.4.3 **Ability to Approve and Exercise Options For Major Contracts.** Subject to the further provisions of this Section, approval to exercise an Option for a Major Contract, must be further approved by the Governing Board.

- A. Notwithstanding the above, the CEO can approve the exercise of an Option under a Major Contract provided the following two conditions are met:
 - 1. The Option was contained in the original approved Major Contract clearly described in the printed agenda of the Governing Board for that meeting; and
 - 2. The Governing Board authorized the renewal of the Option without the need for further Governing Board approval.
- B. Once approved by the CEO, the CEO is authorized to execute the Option. The CEO may also authorize any other Senior Officer to execute the Option, but the CEO must first authorize the exercise of the Option.
- C. Any approval of an Option under this Section shall be noticed to the Governing Board as an information item on the next scheduled meeting of the Governing Board.

- D. With respect to options involving Minor Contracts, those may be approved and executed with the same authority and execution parameters as is the case for a Minor Contract.

4.4.4 **Minor Contracts (Generally Contracts of \$150,000.00 or Less).** Except as may be otherwise expressly set forth in a resolution adopted by the Governing Board, the CEO shall have the authority to approve and execute all Minor Contracts. In that regard:

- A. Any Minor Contract of \$25,000.00 or more in any one fiscal year of the Authority shall be noticed to the Governing Board as an information item at the next scheduled meeting of the Governing Board.
- B. In order to determine whether a contract is \$150,000.00 or less, the value of all Options is to be included as if fully exercised, with such determination being made at the time the Contract is being considered for execution by the Authority.
- C. The CEO shall further have the right to approve and exercise any Options for a Minor Contract.

4.4.5 **Delegation by CEO to Further Approve and/or Execute Minor Contracts.**

- A. The Chief Executive Officer may in writing delegate his or her authority under Subsection 4.4.4, to approve and/or execute Minor Contracts (including the approval and exercise of Options for Minor Contracts), all on such terms and conditions as the CEO deems appropriate, in the following values or amounts and to the following individuals:

<u>Amount of Contract</u>	<u>Who Can Approve/Execute</u>
\$50,000 or less	CFO and/or CAO
25,000 or less	Procurement/Contracts Manager
5,000 or less	Contract Administrator/Buyers
2,500 or less	Individual Authority Employees for Micropurchasers

There shall be maintained in the office of the Chief Executive Officer a listing and schedule of any such delegations, including the amount and persons to whom any such authorities have been delegated and the terms of such delegation. Said report shall be furnished to the Governing Board on an annual basis.

- B. **Scope of Delegations; Responsibility of Officers.** The delegation of authority to approve and award Procurements and Contracts are limited in scope and apply only to those Senior Officers and Authority staff to whom such authority has expressly been delegated herein. No Senior Officer or Authority staff to whom such authority has been delegated hereunder shall

have the power or authority to further delegate such authority, or otherwise designate any other individual to carry out the approval and award of Procurements and Contracts authorized hereunder. In the exercise of the authority delegated to them under this Administrative Rule, the Senior Officers shall be subject to the authority and direction of, and fully accountable to, the Chief Executive Officer, who shall be fully accountable to the Governing Board for their actions, in the same manner as if such authority had been delegated to them by the Chief Executive Officer. Each individual to whom such authority has been delegated hereunder in excess of \$15,000.00 shall sign a “**Statement of Responsibility**” and will be held accountable for all actions occurring under their authority and shall be governed at all times by applicable State and Federal laws. Any person authorized to make purchases exceeding in dollar amount or dollar value of \$15,000.00 shall file a statement of financial interest with the Supervisor of Elections in the jurisdiction within which he or she permanently resides.

4.4.6 **Bus Advertising Contracts.** Authority to approve and execute Bus Advertising Contracts shall be by the methods and in the maximum amounts specified below:

- A. **Level 1 Contracts.** The Governing Board hereby delegates to each of the Chief Executive Officer, Chief Administration Officer and the Chief Financial Officer, the authority to approve and execute, on behalf of the Governing Board and in accordance with these Administrative Rules and applicable law, Bus Advertising Contracts with (i) a dollar value or dollar amount not to exceed \$180,000.00 in the aggregate, and (ii) a term, including any option to extend or renew, not to exceed twelve (12) months.

Legal approval is waived for these Level 1 Bus Advertising Contracts only on the premise that the standard printed form provided by Authority general counsel is used. Any addendum or modification from the standard printed form will require legal review and approval. Level 1 Contracts shall be reviewed after six months by the Authority and/or Authority general counsel.

- B. **Level 2 Contracts.** The Governing Board hereby delegates to the Chief Executive Officer the authority to approve and execute, on behalf of the Governing Board and in accordance with these Administrative Rules and applicable law, Bus Advertising Contracts with a dollar value or dollar amount not to exceed \$300,000.00 in the aggregate, provided that the contracts receive prior approval by Authority general counsel.
- C. **Level 3 Contracts.** All other bus advertising contracts shall require and be reviewed by Authority general counsel and approved by the Governing Board.

- D. **Aggregate.** All dollar amounts and terms above are based on dealings with a single customer and shall be considered in the aggregate when classifying within each level. No bus advertising contracts shall be artificially divided so as to fall within Level 1 or Level 2 thresholds.
- E. **Bus Trades.** In the event the Bus Advertising Contract involves a Bus Trade, then the following provisions will apply:
1. Subject to the further provisions set forth below, all Bus Trades are subject to the same level of approval as is the Bus Advertising Contract. Thus, for example, if the Contract being considered is a Level 3 Contract, then the Governing Board must approve the Bus Trade.
 2. Subject to any further delegation by the CEO, the CEO will be required to approve all Bus Trades.
 3. The CEO may in writing delegate his/her authority to approve Bus Trades in accordance with the level of approval set forth for the Bus Advertising Contracts.
- F. **Notice to Governing Board.**
1. A summary of new Bus Advertising Contracts (not previously furnished to the Governing Board as an information or other item) shall be provided as information items with the Governing Board meeting documents.
 2. There shall be presented to the Governing Board on an annual basis an annual report of all the Bus Advertising Contracts then outstanding and entered into during the previous year.
- G. **Limitations on Advertising Content**
1. The purpose of entering into Bus Advertising Contracts is to maximize the total amount of revenue available to the Authority. To this end, the Authority is cognizant that the revenue it earns from the Bus Advertising Contracts is based upon the perceived class of the businesses advertising on the Authority's advertising space; if advertisers perceive the Authority's advertising space to be a medium for lower caliber businesses or morally or politically controversial materials, the Authority's advertising rates, and corresponding revenue, would decline.
 2. There shall be no political, alcohol, tobacco, gambling, sexually or adult-oriented advertising of any nature whatsoever.

3. There shall be no advertising that is false, misleading, deceptive, contrary to good taste, controversial, or offensive to the moral standards of the community.
4. The initial determination of what constitutes an advertisement which must be rejected pursuant to subsections (G)(2) or (G)(3), above, shall be made by the Chief Executive Officer. The determination of the Chief Executive Officer may be appealed to the Governing Board, by the party seeking to advertise (the "Complaining Party"), upon filing notice within thirty (30) days of receiving the Chief Executive Officer's initial determination. The determination of the Governing Board shall be final and conclusive. A failure to file notice of appeal within the time set forth above shall constitute a waiver of the Complaining Party's right to appeal the decision of the Chief Executive Officer.
5. In addition to those advertisements which must be rejected pursuant to subsections (G)(2) and (G)(3), above, the Governing Board retains the discretion to reject any Bus Advertising Contract or specific advertisement whose content could reasonably be perceived to threaten the Authority's revenue stream.
6. In the event either provision (G)(3), (G)(4), or (G)(5), above, is held to be unconstitutional, such unconstitutionality shall have no effect on provisions (G)(1), (G)(2), or any other provisions contained in this rule.

Although this Rule primarily applies to Bus Advertising Contracts, it will also apply when applicable when other advertising materials are to be placed on Authority property or facilities such as bus shelters.

4.4.7 **Emergency Procurements.**

- A. Subject to the rules of the FTA and the State of Florida, as applicable, in case of any Emergency, the Administrative Rules, including any required competitive bidding, are hereby waived to the extent needed to meet and address the Emergency.
- B. The Senior Staff shall to the extent possible keep the Governing Board, and particularly the Chairman of the Board, if feasible, advised and informed regarding the Emergency, and the efforts undertaken by the Authority to address said emergency.
- C. The authority provided under these Administrative Rules to address any emergency shall apply during the term of the Emergency.

- D. Documentation of any such Emergency shall be maintained by the Procurement/Contracts Manager, and shall be reported to the Governing Board at its next scheduled meeting as a discussion item.

4.4.8 **Revenue Contracts.**

- A. Revenue Contracts are generally those contracts which do not involve the acquisition of goods or services by the Authority and do not involve the payment of funds by the Authority. Said Revenue Contracts generally involve contracts whereby the Authority will provide to a third party the right to use property or privileges of the Authority in exchange for the payment of funds or other value to the Authority.
- B. Subject to the further provisions set forth below, all Revenue Contracts shall be deemed to be Major Contracts which require the approval of the Governing Board.
- C. Notwithstanding the foregoing, the Chief Executive Officer may approve Revenue Contracts provided both (i) the value of said Revenue Contract, including options, does not exceed \$150,000.00, and (ii) the term of the Revenue Contract does not exceed 5 years. In considering the approval of any Revenue Contract, the following standards will be applicable:
 - 1. The competitive bidding procedures for the Authority shall apply, if applicable.
 - 2. The Authority shall seek to obtain the highest and best value for the Authority.
- D. Revenue contracts which are not submitted to the Governing Board for their approval shall be noticed at the next meeting of the Governing Board as an information item.

4.4.9 **Fuel Contracts.**

- A. The Governing Board finds that the procurement of fuel by the Authority, is both an absolute necessity for the Authority to fulfill and meet its public purpose and also that the procurement of fuel is a widely varying process that is subject to the market risks and shifts from time to time. Therefore, the Authority must be prepared in acquiring fuel to be able to adjust to and meet market conditions from time to time.
- B. The Governing Board will generally on a two year basis establish the guidelines or process by which the Authority may seek to acquire fuel for the Authority's operations. Generally speaking, the Governing Board may authorize the process by which fuel will be acquired for each two year period which will generally authorize the Chief Executive Officer to

establish the terms and conditions of the competitive bidding process and for the Chief Executive Officer to award and execute the contract.

- C. Recognizing that fuel contracts will vary from time to time, if an opportunity is presented to the Authority that would provide for a savings in fuel costs of 5% or more, the CEO is authorized subject to permitted contract requirements to purchase and enter into contracts to acquire such other fuel.
- D. Fuel contracts purchased through the procedure not involving final Governing Board Authority shall be reported to the Governing Board at its next scheduled meeting as a discussion item.

4.4.10 **Simplified Acquisition Procurements.**

- A. No purchase of goods, consultant services, services and/or construction shall be artificially divided so as to fall within this Simplified Acquisition Procurements exemption.
- B. Simplified Acquisition Procurements include any Procurement with an amount of \$50,000.00 or less.
 - 1. Procurements with an amount of \$2,500.00 (or such other amount as may be modified from time to time in Federal guidelines) or less do not require quotes. However, such Procurements are expected to be well distributed between Vendors.
 - 2. Procurements with an amount greater than \$2,500.00 (or such other amount as may be modified from time to time in Federal guidelines) require a Request for Quotation (RFQ) or other competitive bidding process as authorized herein. Purchases shall be made on the basis of at least two written quotations. The written quote may be emailed, faxed or mailed to Authority. The written quote must clearly identify the Vendor making the quote and the total price being quoted. Summary quotes must be included within the text of the requisition, and the original quote received shall be retained by the department for future reference. Quote prices will not be released to competing Vendors until final determination for the Procurement has been made.
- C. Simplified Acquisition Procurements may be formally bid. If bid, then all applicable terms of this Administrative Rule shall apply.

4.4.11 **Purchasing Card Program.** The Authority hereby establishes a “**Purchasing Card Program**” designed to improve efficiency in processing low dollar purchases of commodities with an aggregate amount not to exceed \$2,500.00 (or such amount as may be provided from time to time in the Federal guidelines) per purchase. This will allow the cardholder to purchase approved commodities and

services directly from Vendors within the transaction limits established for each cardholder. Each Procurement card shall be issued to a named individual. The Authority shall be clearly shown on the card as the governmental buyer of goods and services. Subject in all events to the other provisions of these Administrative Rules, the Purchasing and Contracts Division may establish further details of the Purchasing Card Program and/or establish internal controls so that purchasing cards are used only for authorized purposes, and to provide a convenient and adequate small order purchasing system for the Authority's employees.

4.5 **Form of Contracts/Execution/Etc.**

- 4.5.1 **Form Contracts/Changes.** It is the intent of the Authority to the extent possible to use form contracts to facilitate the Procurement process. The Chief Executive Officer and/or Authority's legal counsel to the Authority may approve changes to a base form contract which has been previously approved by the Governing Board provided that (i) such changes, read together, do not cause such contract, instrument or other obligation to be materially different (creating a negative financial impact or increasing liability or obligation of LYNX) from the form approved by the Governing Board, or (ii) the Governing Board expressly authorizes the Chief Executive Officer and/or legal counsel, as the case may be, to approve such changes in the resolution or motion approving the form of the contract.
- 4.5.2 **Execution of Contracts.** Any Contract, instrument or other obligation requiring Governing Board approval, which has been so approved as provided in these Administrative Rules, shall be executed by the person or persons set forth in these Administrative Rules, or, as an alternative, as set forth in any resolution adopted by the Governing Board. No other employee of the Authority has any authority to execute any such contracts.
- 4.5.3 **Contract Amount/Monitoring of Amount.** All Contracts shall indicate on their face the date of approval by the Governing Board, if applicable, and the dollar value or dollar amount, if any, which shall not exceed the dollar amount or dollar value, if any, approved by the Governing Board or as specifically provided herein. The Purchasing and Contracts Division will be responsible for ensuring the Contract amount does not exceed such stated value or dollar amount and the scope of service originally approved by the Governing Board.
- 4.5.4 **Project Contingency.** The Governing Board may elect to approve a Project Contingency for certain Procurements or capital improvement projects that may require contingent additional costs. The Chief Executive Officer and Chief Financial Officer shall have the authority to authorize Change Orders for use of a Project Contingency subject to the following requirements:
- A. Change Orders shall not exceed ten percent (10%) of the original Contract amount approved by the Governing Board.

- B. Change Orders shall not exceed \$150,000.00 (for any single change, claim or amendment).
- C. All Change Orders relating to a particular project shall not exceed fifty percent (50%) of the approved Project Contingency (in the aggregate).
- D. Once fifty percent (50%) of the Project Contingency has been utilized, only the Governing Board, may authorize use of the remaining fifty percent (50%) of the Project Contingency, unless the Chief Executive Officer determines that a delay in authorization of the expense will result in substantial delay or additional cost to the Authority, in which case, the CEO may authorize said expense from the Project Contingency, but will so inform the Governing Board at the next meeting as an information item.
- E. Direct Pay purchases shall not constitute Change Orders to the extent that they solely involve changes to line items in the Contract.
- F. The Governing Board may modify or waive the requirements of this Subsection 4.5.4 in the Contract award.
- G. Any Change Order, claim, amendment or expenditure of Project Contingency, as provided herein, shall be noticed to the Governing Board as an information item at the next scheduled meeting of the Governing Board. Any proposed increase in the Project Contingency, for purposes of modifying the authority of the Chief Executive Officer under this Subsection 4.5.4, must be presented for approval to the Governing Board prior to authorization.

4.6 **Process for Competitive Bidding.**

4.6.1 **Bid, Requests for Quote, or Request for Proposal Purchases.** Decisions to utilize an IFB or RFP for a Procurement may be made by the Procurement/Contracts Manager, subject to the overriding decision by the Chief Executive Officer. The Governing Board shall approve the issuance and award of all RFP's or IFB's over \$150,000.00. All pre-planned Procurements that are specifically identified in the annual budget approved by the Governing Board shall not require Governing Board approval for issuance of an RFP.

- A. Competitive bidding through an Invitation for Bid will be the preferred method for the Procurement of items where:
 1. Precise specifications of the needed product or services are known and can be described in the Invitation for Bid;
 2. Price is the only variable; and
 3. It is determined to be in the Authority's best interest utilizing the IFB process.

- B. Competitive bidding through a Request for Proposal is appropriate when the exact product or service needed by the Authority is not specifically predetermined. RFP's shall provide a statement of need or service description for achieving a described goal of the Authority, which proposed solutions are sought. RFP's may include specifications, scope of services, and proposed contractual terms and conditions to which a Proposer must respond. RFP's may encourage the Proposal of alternative specifications, scope of services, and proposed contractual terms and conditions if such alternatives are proposed by a Proposer as the best method of meeting the need stated or achieving the described goal of the Authority.
- C. The Bid/Proposal Process is as follows:
 - 1. The specific department manager shall identify the desired Procurement and shall submit a written request to the Procurement/Contracts Manager. All specifications, budget information and relevant information shall be included.
 - 2. The Purchasing and Contracts Division shall put the Procurement request into the proper form and complete the legal advertisement and Bid/contractual documents.
 - 3. The Purchasing and Contracts Division and the requesting department will then jointly develop the specifications and award criteria.
 - 4. When available, standard legal documents developed by the attorneys for the Authority shall be utilized. Standard legal documents or contracts shall not be modified without the approval of the Chief Executive Officer.
 - 5. The Authority shall evaluate Bid/Proposals based on the requirements set forth in the Invitation to Bid/Request for Proposal. Award criteria shall be objectively measurable.

4.6.2 **Process for Award of Bid:**

- A. If the Contract is to be awarded on the basis of price, the Contract may be awarded to the Responsible and Responsive Bidder who submits the lowest Bid price. The Contract shall be awarded with reasonable promptness by means of a written notice to such Bidder. The Authority shall at all times, except when expressly waived, reserve the right to reject all Bids or to elect not to proceed.
- B. When it is impractical initially to prepare a purchase description to support an award based on price, the Authority may conduct multistep sealed bidding, whereby an initial RFP or Invitation for Bids/advertisement is

issued requesting the submission of unpriced offers, or information relating to the experience and capabilities of the prospective Bidders, to be followed by an RFP or an Invitation for Bid/advertisement limited to those Proposers whose offers or experience and capabilities have been determined to be acceptable under the criteria set forth in the initial RFP or invitation for Bids/advertisement.

C. A Bidder may be determined non-Responsible or non-Responsive for failing to meet the requirements of any IFB, any provision of the Administrative Rules, policies, or procedures of the Authority, or applicable law, which determination shall be made in the sole and exclusive judgment of the Authority. The unreasonable failure of a Bidder to promptly supply information in connection with an inquiry may be grounds for a determination that the Bidder is non-Responsible or non-Responsive with respect to a Procurement.

D. Recommendation Status for Bids:

1. Staff shall recommend award to the responsive and qualified Proposer whose Proposal is determined to be the most advantageous to the Authority. In the event only one responsive Proposal is received, the Authority reserves the right to award to the sole Proposer, readvertise the Request for Proposal, with or without making changes to the evaluation factors, or elect not to proceed.

2. A Proposer may be determined non-Responsible or non-Responsive for failing to meet the requirements of any RFP, any provision of the Administrative Rules, policies, or procedures of the Authority, or applicable law, which determination shall be made in the sole and exclusive judgment of the Authority. The unreasonable failure of a Proposer to promptly supply information in connection with an inquiry may be grounds for a determination that the Proposer is non-Responsible or non-Responsive with respect to a Procurement.

E. Qualifications/Standards of Bidders:

1. All awards made by the Authority, whether obtained by Invitation for Bid/advertisement, Proposal, or Quotation, or any other method, shall consider whether the prospective Vendor meets the standard of qualification. Factors to be considered in determining whether the standard of qualification has been met shall include whether a prospective contractor/vendor has:

a. The appropriate financial, material, equipment, facility, and personnel resources and expertise, or the ability to obtain

them, necessary to indicate its capability to meet all contractual requirements;

- b. A satisfactory record of performance;
- c. A satisfactory record of integrity;
- d. The legal ability to contract with the Authority; and
- e. Supplied all necessary information in connection with the inquiry concerning responsibility including, but not limited to any licenses, permits, or organization papers required.

2. The prospective Vendor shall supply information requested by the Authority concerning qualifications. If such Vendor fails to timely supply the requested information, the Authority shall base the determination of qualification upon any available information, or may find the prospective Vendor not qualified if such failure is unreasonable.

4.6.3 **Selection.** Procurements, with an amount equal to or in excess of \$50,000.00 shall be competitively bid and awarded based on the submission of sealed Bids or Proposals, except as otherwise expressly provided herein. All Procurements with a dollar value or dollar amount of \$50,000.00 or less shall be obtained pursuant to Subsection 4.6.5.

- A. Nothing in the foregoing shall prohibit the Authority from renewing Contracts with Contractors originally selected through a competitive selection process or original sole source determination, provided such renewal is within the scope of the original Contract.
- B. An Invitation for Bid, Request for Proposal or other solicitation may be postponed or cancelled by the Authority at any time in the sole discretion of the Authority.
- C. With respect to any Invitation for Bid, Request for Proposals or other solicitation the Bid(s)/Proposal(s) or specific Bidder(s)/Proposer(s) determined to be non-Responsible/non-Responsive may be rejected in whole or in part, by the Authority.
- D. The procedures required herein may be departed from by the Authority in any manner that is reasonable in the event of an emergency, or in order to comply with Federal or State requirements

4.6.4 **Procurement of Certain Consultant and Professional Services.** To the extent that the Procurement of certain consultant or professional services is subject to the application of Florida Statutes 287.055, or any successor provision thereof (the

“Consultants Competitive Negotiation Act”) or to 40 U.S.C. 541, such Procurement shall be conducted in accordance with such provisions of law.

4.6.5 **Sales Tax Recovery and Shared Cost Savings.** The Authority may utilize the sales tax recovery system and/or shared cost savings authorized under general law when it procures goods and services for the construction of new or renovated facilities when deemed to be in the best interest of the Authority. Pursuant to such sales tax recovery system, Procurements may be made through the Authority on behalf of its contractors without the use of the competitive procedures provided under this Administrative Rule, to the extent authorized by law.

4.7 **Contact with Authority/No Solicitation or Contract During Procurement Process.**

4.7.1 Prior to the due date for submittal of a competitive sealed Proposal or Bid, with regard to all Invitations to Bid, Requests for Proposals, and all other award of Procurements pending before the Authority, contact by any interested party or representative thereof with any Member to discuss such matter is permitted. Subsequent to the submittal by a Proposer, such Proposer is prohibited from contacting or discussing the Procurement with any Member or Officer of the Authority. Provided, however, all inquiries regarding the official position of the Authority in regard to such matters, including questions about the Procurement process or the terms and conditions of a Procurement, shall be made through the Procurement/Contracts Manager and Authority staff expressly designated with the responsibility of administering the Procurement and in accordance with this Administrative Rule.

4.7.2 On or after the due date for submittal of a competitive sealed Proposal or Bid, with regard to all Invitations to Bid, Requests for Proposals, and all other awards of Procurements pending before the Authority, and all protests of all procedures with respect thereto, and any contract claims or disputes subject to the application of this Administrative Rule, contact by any interested party or representative thereof with any Member, officer, employee or agent of the Authority to attempt to influence the outcome thereof is strictly prohibited, except as authorized under this Subsection. All inquiries regarding such matters shall be made through the Procurement/Contracts Manager and other Authority staff expressly designated with the responsibility of administering the Procurement and contract administration process and in accordance with Administrative Rule.

4.7.3 The Governing Board may impose sanctions upon any interested party or representative thereof who, itself or through its representatives, is found to have violated the provision of this Section 4.9, which may include Suspension or Debarment.

4.8 **Background Checks and Investigations.** Submission by any Vendor of a Bid, Proposal or other response to a solicitation of goods or services constitutes consent by such Vendor to background checks, investigations or other inquiries by the Authority.

- 4.9 **Specifications.** All specifications shall be drafted so as to promote overall economy for the purpose intended and to encourage maximum free and open competition in satisfying the Authority's need. Prospective suppliers may be required to be pre-qualified for particular types of supplies or services. Solicitation mailing lists of potential contractors shall include, but not be limited to, such pre-qualified suppliers. This Section shall not be read to preclude the Authority from standardization on a name-brand product.
- 4.9.1 **Brand Name and/or Equal Specifications.** Use of a brand name or equal specification may be restrictive of product competition. Therefore, such use may be limited to instances when the Authority makes a determination that only the identified brand name(s) item(s) and/or equal specifications will satisfy the Authority's needs or where a Procurement has been standardized pursuant to the Purchasing and Contracts Procedures. When appropriate, to ensure full and open competition the specification should not state only a "**Brand Name**" product without listing its salient characteristics and not allowing "**An Equal**" product to be offered. If only one Vendor can supply the requirement, the Procurement shall be made as a Sole Source in accordance with Subsection 4.3.4.
- 4.10 **General Provisions Document.** The Purchasing and Contracts Division will establish a "**General Provisions Document**" which will contain certain guidelines of the Authority and statutory and regulatory requirements contained in the FTA Master Agreement and Best Practice Procurement Manual or similar document established by FTA rule or policy. The "**General Provisions Document**" will be referenced in the Authority's Procurement solicitations. The "**General Provisions Document**" may be made available on the Authority's website for viewing or in printed form at a minimal copy cost. Vendors that are awarded Contracts shall comply with and be subject to the provisions set forth in the "**General Provisions Document.**"
- 4.11 **Bonding Requirements.** The Governing Board may require a Bidder or Contractor to furnish bid bonds, performance bonds and/or payment bonds in amounts determined by the Governing Board.
- 4.12 **Geographic Preferences.** Procurements made subject to FTA restrictions will be conducted in a manner that prohibits the use of statutorily or administratively imposed in-state or local geographical preferences in the evaluation of Bids or Proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preferences. Procurements made subject to Consultants Competitive Negotiation Act, as set forth in the Florida Statutes, § 287.055 ("**CCNA**"), may include, subject to the approval of the Governing Board, geographic preference for architectural and engineering services, so long as its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.
- 4.13 **Contract Administration.** Those parties involved in contract administration shall comply with the FTA Circular 4220.1E, Third Party Contracting Requirements as may be amended, supplemented, updated or replaced from time to time, or any other applicable FTA rule or policy for all procurements using Federal funds. As a condition of all

Contracts pertaining to Procurements made pursuant to this Administrative Rule, all parties thereto shall act in good faith in the performance thereof.

4.14 **Suspension, Debarment, Protest, Appeal & Remedies.**

4.14.1 **Authority.** The Chief Executive Officer or Governing Board may Suspend or Debar for cause the right of a vendor or principals of a vendor, to be included on a Vendor List and any Bid or Proposal from that Vendor may be rejected, provided that the Governing Board shall have the authority to waive or rescind such Suspension or Debarment. The Suspension or Debarment shall be final and conclusive unless the suspended or debarred Vendor initiates protest proceedings pursuant to this Section within thirty (30) business days after the date of notification.

4.14.2 **Suspension.** A Vendor may be suspended for a period not to exceed three (3) years as determined by the Chief Executive Officer or Governing Board based upon the following: default; fraud or misrepresentation; conviction by a court of a criminal offense or any other offense indicating a lack of business integrity; insolvency; violation of the ethical standards imposed under State or Federal law; failure to comply with the DBE participation or DBE requirements as may be established in an awarded Contract; or any other cause the Chief Executive Officer or Governing Board determines to be sufficiently serious and compelling as to materially and adversely affect responsibility of a Vendor, including but not limited to suspension or debarment by another governmental entity for cause.

4.14.3 **Debarment.** A Vendor may be permanently debarred for the following:

- A. Default or failure to fully comply with the conditions, specifications, drawings, time limits, or terms of an Invitation to Bid, Request for Proposals or Contract with the Authority twice in any three-year period.
- B. Conviction or judgment in a court for commission of any offense listed in Subsection 4.14.5 in connection with the Vendor's commercial enterprise. If the conviction or judgment is reversed through the appellate process, the Debarment shall be removed immediately upon written notification and proof of final court disposition from the Vendor to the Authority.

4.14.4 **Decision.** After the Chief Executive Officer or Governing Board has determined to suspend or debar a Vendor, the Chief Executive Officer shall cause the Procurement/Contracts Manager to notify the Vendor in writing of the Debarment or the period of Suspension and the reasons for the action taken.

4.14.5 **Public Entity Crime.** Any Vendor who has been convicted of a public entity crime as defined by F.S. 287.133, or any successor provision, shall not be able to transact business with the Authority to the extent specified in F.S. 287.133 (3) (a).

4.14.6 **Procedure for Protest of Awards by Authority.** This Subsection provides a procedure for a resolution of protests arising from the Procurement process.

Contracts not subject to formal invitation to bid (including micropurchases and Minor Contracts), RFP or Contracts awarded pursuant to an emergency declaration or other emergency procedures are not subject to this Subsection. The Authority reserves the right to waive any minor informalities or irregularities, which do not go to the heart of the Procurement or prejudice other Bidders or Proposers and/or to reject any and all Bids or Proposals submitted in response to any Invitation to Bid or Request for Proposals. Conditional Bids or Proposals or those that take exception to the specifications may be considered non-responsive and may be rejected by the Procurement/Contracts Manager. The protest process shall be as follows:

- A. Any actual Bidder or Proposer who is aggrieved in connection with the solicitation or proposed award shall timely protest in writing to the Procurement/Contracts Manager. Vendors that have not so timely submitted a Bid or Proposal on the Procurement, shall not have standing to protest.
- B. The Purchasing and Contracts Division shall Post a recommendation of award. A formal written protest must be filed no later than 5:00 p.m., local time, five (5) business days after the Posting date of the award recommendation. The Bidder or Proposer has the responsibility to contact the Authority and request the award recommendation results. Failure of the Bidder to so contact the Authority shall be grounds for the Authority to reject the protest. The time limits in which protests must be filed as specified herein may be altered by specific provisions in an Invitation to Bid or Request for Proposals. A formal written protest is considered filed with the Authority when it is received by the Procurement/Contracts Manager. Accordingly, a protest is not timely filed unless it is received by the Procurement/Contracts Manager within the times specified herein. Failure to file a formal written protest within the time period specified shall result in waiver of all rights of protest by the protesting party and abrogation of any further Bid protest proceedings.
- C. The formal written protest shall: identify the protesting party and the solicitation involved; include a clear statement of legally sufficient grounds on which the protest is based; refer to the statutes, laws, ordinances, or other legal authorities which the protesting party deems applicable to such grounds; and, specifically request the relief to which the protesting party deems itself entitled by application of such authorities to such grounds. The protesting party shall mail a copy of the formal written protest to the recommended awardee and shall provide the Purchasing and Contracts Division with the original letter.
- D. These protest procedures shall be the sole remedy for challenging an award of Procurement. Bidders and Proposers are prohibited from attempts to influence, persuade or promote through any other channels or means. Such attempts may be cause for suspension as herein provided.

- E. With respect to all protest proceedings under this Subsection the judicial rules of evidence shall not apply and the decision shall be based on such information adduced in the course of the proceeding upon which reasonable prudent persons rely on the conduct of their affairs.
- F. Upon receipt of a formal written protest, which has been timely filed, the solicitation or Contract award process shall be suspended until the subject of the protest is resolved by final Authority action, unless the Chief Executive Officer makes a determination for the record that the award of a contract, without delay, is necessary to protect substantial interests of the Authority.
- G. The Procurement/Contracts Manager shall attempt to settle or resolve the matter, with or without a hearing at the option of the Procurement/Contracts Manager. The Procurement/Contracts Manager shall have the authority to settle and/or render a final written decision within thirty (30) business days from the date of receipt of the protest.
- H. The Procurement/Contracts Manger's decision shall be final and conclusive unless within five (5) business days of receipt of the written decision, the protesting party delivers a formal written appeal to the Procurement/Contracts Manager. The written request shall state with specificity the grounds for the appeal and also the action requested.
- I. In case of competitive Bids, an appeal committee shall attempt to settle or resolve the matter, with or without a hearing at the option of the appeal committee. The appeal committee shall be comprised of the Chief Administrative Officer, the user department director or designee, and an independent third party within the Authority as appointed by the Chairperson, plus the Procurement/Contracts Manager as a (non-voting) member.
- J. In the case of competitive sealed Proposals, the SEC shall attempt to settle or resolve the matter, with or without a hearing at the option of the SEC.
- K. The Authority's legal counsel will support the Procurement/Contracts Manager, the appeal committee or SEC, as applicable, in an advisory capacity. The appeal committee or SEC, as applicable shall have the authority to settle and/or render a final written decision within thirty (30) business days from the date of filing the written appeal.
- L. Nothing in this Subsection is intended to affect the existing powers of the Governing Board to settle actions pending before the courts.
- M. In the event of a court upholding the protesting party's claim, the court awarded damages on behalf of the protesting party shall be solely limited to Bid/Proposal preparation costs, and reimbursement of the amount of the protest bond as stipulated herein.

- 4.15 **Contract Claims.** All claims by a Contractor against the Authority relating to a Contract shall be submitted in writing to the Procurement/Contracts Manager for a decision. Claims include, without limitation, controversies arising under a Contract, and those based upon breach of contract, mistake, misrepresentation, or other cause for contract modification or rescission. The process for contract claims is as follows:
- 4.15.1 The decision of the Procurement/Contracts Manager shall be issued in writing, and shall be mailed or otherwise furnished to the contractor. The decision shall state the reasons for the decision reached, and shall inform the contractor of its appeal rights.
 - 4.15.2 The Procurement/Contracts Manager's decision shall be final and conclusive unless, within five (5) business days from the date of receipt of the decision, the contractor delivers a written appeal to the Division of Purchasing and Contracts.
 - 4.15.3 The Procurement/Contracts Manager, with review from legal counsel, shall issue a written decision regarding any contract controversy within fifteen (15) business days after written request for a final decision, or within such longer period as may be agreed upon between the parties.
 - 4.15.4 Notwithstanding the foregoing, any decision to pay a claim that would result in payment to a Contractor, together with all sums to be paid under the Contract (including other prior, pending or anticipated claims), for Contracts that are subject to the approval of the Governing Board shall require the approval of the Governing Board.
 - 4.15.5 Any person aggrieved by the decision of the Procurement/Contracts Manager must deliver a written appeal within five (5) business days of receipt of the written decision to the Procurement/Contracts Manager. An appeal committee, comprised of the Chief Administrative Officer as Chairperson and the user Department Director or designee, an independent third party within the Authority as appointed by the Chairperson, plus the Procurement/Contracts Manager as a (non voting) member shall have the authority to settle the protest and/or render a final written decision. Legal counsel will support the appeal committee in an advisory capacity. The appeal committee shall conduct a hearing where the aggrieved person shall be given the opportunity to show why the decision of the Procurement/Contracts Manager should be modified. The appeal committee shall render a final written decision within fifteen (15) business days from the date of the written notice of appeal. If no decision is rendered within this time frame then it will be presumed that the appeal committee concurs with the Procurement/Contracts Manager's decision and the decision of the Procurement/Contracts Manager shall be the final and conclusive administrative action.
- 4.16 **Administrative Remedies.** By submission of a Bid, Proposal, offer, or quotation a Bidder or Offeror agrees to exhaust its administrative remedies under Authority rules or procedures or the dispute clause of any Contract prior to seeking judicial relief of any

type in connection with any matter related to the solicitation, and award of any Contract, and any dispute under any Contract.

4.17 **Remedies for Solicitations or Awards in Violation of Law.**

4.17.1 If, prior to Bid or Proposal opening or the closing date for receipt of Proposals, the Procurement/Contracts Manager, after consultation with legal counsel, determines that a solicitation is in violation of Federal or State law, the solicitation shall be canceled or revised to comply with applicable law.

4.17.2 If, after Bid or Proposal opening or the closing date for receipt of Proposals, the Procurement/Contracts Manager, after consultation with legal counsel, determines that a solicitation or a proposed award of a contract is in violation of Federal or State law, the solicitation or proposed award shall be canceled.

4.17.3 If, after an award, the Procurement/Contracts Manager, after consultation with legal counsel, determines that a solicitation or award of a contract was in violation of Federal or State law, action shall be taken as required by the provisions of the law violated, or, if no specific action is required, then:

A. If the person awarded the Contract has not acted fraudulently or in bad faith:

1. The Contract may be ratified and affirmed, provided it is determined that so doing is in the best interests of the Authority, or

2. The Contract may be terminated and the person awarded the Contract may be compensated for the actual expenses reasonably incurred under the Contract prior to the termination.

B. If the person awarded the Contract has acted fraudulently or in bad faith, or in violation of the Authority's rules, the contract may be declared null and void or voidable, if such action is in the best interest of the Authority. In the event of a dispute regarding the nature of or the characterization of the awarded person's conduct, the prevailing party shall be entitled to attorney's fees and court costs, relating to the litigation of said dispute.

4.18 **Personal Property Management.** "**Personal Property**" is defined as items used (not consumed) to produce goods and services supporting Authority's mission. Personal Property includes, but is not limited to, office equipment, industrial plant equipment, vehicles, rolling stock, material handling equipment, information technology equipment and other types of "**Assets**" with an original cost or value of \$300.00 or more, with a normal life expectancy of one (1) year or more, which is not fixed in place, not part of a structure or facility and is practical to identify by marking. Personal Property management includes control, tracking and proper disposition.

4.18.1 Authority may assign a property officer to manage the organization's Personal Property program. This position will be responsible for the supervision, control,

and disposition of Personal Property and will serve as the agency's custodian of surplus property.

4.18.2 All property purchased with any percentage of FTA participation must follow FTA guidelines for the Management of Real Property, Equipment and Supplies per chapter II of the FTA Grant Management Guidelines Number C 5010.1C. Disposition requirements are based on market value of surplus property and normally require FTA notification.

A. Surplus Property Disposition. After classifying Personal Property as "**Surplus**," the custodian can dispose of the Personal Property, in accordance with FTA and State guidelines.

4.18.3 Governing Board Members, chiefs, management and employees will ensure that in donating surplus property in accordance with FTA and State guidelines, all ethical regulations and principles will be considered and adhered to.

4.18.4 The Governing Board must approve any sale or transfer of surplus property with a value of \$5,000.00 or more.

Information Item A: LYNX Change Orders for the LCS Improvements

To: LYNX Board Of Directors

From: Bert Francis
 CHIEF FINANCIAL OFFICER
Kathy Dowell
 (Technical Contact)

Phone: 407.841.2279 ext: 6047

Item Name: LYNX Change Orders for the LCS Improvements

Date: 2/28/2008

Change Order Number	AMOUNT	DESCRIPTION
1	\$16,888	Additional 80 feet of sanitary sewer and water line
2	\$661	Reimbursement for no show charge due to confusion in communication
3	\$1,029	Additional concrete cutting and coring through the LCS foundation
4	\$3,255	Removal and Replacement of Brick Pavers
5	\$767	Installation of Additional Fire Damper per City requirement.
6	\$31,870	Extension of electrical feeders and conduits

LYNX Board Agenda

Change Order Number	AMOUNT	DESCRIPTION
7	\$6,050	Additional concrete work for locker room, kitchen and sidewalk
8	\$575	Modification of the fire sprinkler pipe
9	\$719	Additional lights for restrooms
10	(\$16,075)	Deletion of range hood from the construction contract as it was originally included through the permitting process.

**OWNER IMPROVEMENTS TO LCS
LYNX CONTRACT 07-028
T & G CONSTRUCTION**

Revised Budget Including Change Order #1

February 28, 2008

<u>Cost Category</u>	<u>Budget prior to Reallocation</u>	<u>Change Order #1</u>	<u>Revised Budget</u>
Original Contract Amount	\$ 449,000	\$ 16,888	\$ 465,888
Owner Direct Purchases	-	-	-
Subtotal Contract + Direct Purchases	<u>\$ 449,000</u>	<u>\$ 16,888</u>	<u>\$ 465,888</u>
Project Design and Contract Management	\$ 135,000		\$ 135,000
*Contingency	<u>196,000</u>	<u>(16,888)</u>	<u>179,112</u>
TOTALS	<u><u>\$ 780,000</u></u>	<u><u>\$ -</u></u>	<u><u>\$ 780,000</u></u>

SUMMARY:

Change in Total Budget:

Change in Contingency: Decrease \$ (16,888)

Description of Change:

Additional 80 feet of sanitary sewer and water line.

*Once the Contingency balance is reduced to \$98,000, future change orders must be approved by the Board in accordance with Admin Rule #4 Sec. 4.5.4.

**OWNER IMPROVEMENTS TO LCS
LYNX CONTRACT 07-028
T & G CONSTRUCTION**

Revised Budget Including Change Order #2

February 28, 2008

<u>Cost Category</u>	<u>Budget prior to Reallocation</u>	<u>Change Order #2</u>	<u>Revised Budget</u>
Original Contract Amount	\$ 465,888	\$ 661	\$ 466,549
Owner Direct Purchases	-	-	-
Subtotal Contract + Direct Purchases	<u>\$ 465,888</u>	<u>\$ 661</u>	<u>\$ 466,549</u>
Project Design and Contract Management	\$ 135,000		\$ 135,000
*Contingency	<u>179,112</u>	<u>(661)</u>	<u>178,451</u>
TOTALS	<u><u>\$ 780,000</u></u>	<u><u>\$ -</u></u>	<u><u>\$ 780,000</u></u>

SUMMARY:

Change in Total Budget:

Change in Contingency Decrease \$ (661)

Description of Change:

Reimbursement for no show charge.

*Once the Contingency balance is reduced to \$98,000, future change orders must be approved by the Board in accordance with Admin Rule #4 Sec. 4.5.4.

**OWNER IMPROVEMENTS TO LCS
LYNX CONTRACT 07-028
T & G CONSTRUCTION**

Revised Budget Including Change Order #3

February 28, 2008

<u>Cost Category</u>	<u>Budget prior to Reallocation</u>	<u>Change Order #3</u>	<u>Revised Budget</u>
Original Contract Amount	\$ 466,549	\$ 1,029	\$ 467,578
Owner Direct Purchases	-	-	-
Subtotal Contract + Direct Purchases	\$ 466,549	\$ 1,029	\$ 467,578
Project Design and Contract Management	\$ 135,000		\$ 135,000
*Contingency	178,451	(1,029)	177,422
TOTALS	<u>\$ 780,000</u>	<u>\$ -</u>	<u>\$ 780,000</u>

SUMMARY:

Change in Total Budget:

Change in Contingency Decrease \$ (1,029)

Description of Change:

Additional concrete cutting and coring through the LCS foundation.

*Once the Contingency balance is reduced to \$98,000, future change orders must be approved by the Board in accordance with Admin Rule #4 Sec. 4.5.4.

**OWNER IMPROVEMENTS TO LCS
LYNX CONTRACT 07-028
T & G CONSTRUCTION**

Revised Budget Including Change Order #4

February 28, 2008

<u>Cost Category</u>	<u>Budget prior to Reallocation</u>	<u>Change Order #4</u>	<u>Revised Budget</u>
Original Contract Amount	\$ 467,578	\$ 3,255	\$ 470,833
Owner Direct Purchases	-	-	-
Subtotal Contract + Direct Purchases	\$ 467,578	\$ 3,255	\$ 470,833
Project Design and Contract Management	\$ 135,000		\$ 135,000
*Contingency	177,422	(3,255)	174,167
TOTALS	<u>\$ 780,000</u>	<u>\$ -</u>	<u>\$ 780,000</u>

SUMMARY:

Change in Total Budget:

Change in Contingency Decrease \$ (3,255)

Description of Change:

Removal and Replacement of Brick Pavers

*Once the Contingency balance is reduced to \$98,000, future change orders must be approved by the Board in accordance with Admin Rule #4 Sec. 4.5.4.

**OWNER IMPROVEMENTS TO LCS
LYNX CONTRACT 07-028
T & G CONSTRUCTION**

Revised Budget Including Change Order #5

February 28, 2008

<u>Cost Category</u>	<u>Budget prior to Reallocation</u>	<u>Change Order #5</u>	<u>Revised Budget</u>
Original Contract Amount	\$ 470,833	\$ 767	\$ 471,600
Owner Direct Purchases	-	-	-
Subtotal Contract + Direct Purchases	\$ 470,833	\$ 767	\$ 471,600
Project Design and Contract Management	\$ 135,000		\$ 135,000
*Contingency	174,167	(767)	173,400
TOTALS	<u>\$ 780,000</u>	<u>\$ -</u>	<u>\$ 780,000</u>

SUMMARY:

Change in Total Budget:

Change in Contingency Decrease \$ (767)

Description of Change:

Installation of Additional Fire Damper per City requirement.

*Once the Contingency balance is reduced to \$98,000, future change orders must be approved by the Board in accordance with Admin Rule #4 Sec. 4.5.4.

**OWNER IMPROVEMENTS TO LCS
LYNX CONTRACT 07-028
T & G CONSTRUCTION**

Revised Budget Including Change Order #6

February 28, 2008

<u>Cost Category</u>	<u>Budget prior to Reallocation</u>	<u>Change Order #6</u>	<u>Revised Budget</u>
Original Contract Amount	\$ 471,600	\$ 31,870	\$ 503,470
Owner Direct Purchases	-	-	-
Subtotal Contract + Direct Purchases	\$ 471,600	\$ 31,870	\$ 503,470
Project Design and Contract Management	\$ 135,000		\$ 135,000
*Contingency	173,400	(31,870)	141,530
TOTALS	<u>\$ 780,000</u>	<u>\$ -</u>	<u>\$ 780,000</u>

SUMMARY:

Change in Total Budget:

Change in Contingency Decrease \$ (31,870)

Description of Change:

Extension of electrical feeders and conduits.

*Once the Contingency balance is reduced to \$98,000, future change orders must be approved by the Board in accordance with Admin Rule #4 Sec. 4.5.4.

**OWNER IMPROVEMENTS TO LCS
LYNX CONTRACT 07-028
T & G CONSTRUCTION**

Revised Budget Including Change Order #7

February 28, 2008

<u>Cost Category</u>	<u>Budget prior to Reallocation</u>	<u>Change Order #7</u>	<u>Revised Budget</u>
Original Contract Amount	\$ 503,470	\$ 6,050	\$ 509,520
Owner Direct Purchases	-	-	-
Subtotal Contract + Direct Purchases	\$ 503,470	\$ 6,050	\$ 509,520
Project Design and Contract Management	\$ 135,000		\$ 135,000
*Contingency	141,530	(6,050)	135,480
TOTALS	<u>\$ 780,000</u>	<u>\$ -</u>	<u>\$ 780,000</u>

SUMMARY:

Change in Total Budget:

Change in Contingency Decrease \$ (6,050)

Description of Change:

Additional concrete work for locker room, kitchen and sidewalk

*Once the Contingency balance is reduced to \$98,000, future change orders must be approved by the Board in accordance with Admin Rule #4 Sec. 4.5.4.

**OWNER IMPROVEMENTS TO LCS
LYNX CONTRACT 07-028
T & G CONSTRUCTION**

Revised Budget Including Change Order #8

February 28, 2008

<u>Cost Category</u>	<u>Budget prior to Reallocation</u>	<u>Change Order #8</u>	<u>Revised Budget</u>
Original Contract Amount	\$ 509,520	\$ 575	\$ 510,095
Owner Direct Purchases	-	-	-
Subtotal Contract + Direct Purchases	\$ 509,520	\$ 575	\$ 510,095
Project Design and Contract Management	\$ 135,000		\$ 135,000
*Contingency	135,480	(575)	134,905
TOTALS	<u>\$ 780,000</u>	<u>\$ -</u>	<u>\$ 780,000</u>

SUMMARY:

Change in Total Budget:

Change in Contingency Decrease \$ (575)

Description of Change:

Modification of the fire sprinkler pipe.

*Once the Contingency balance is reduced to \$98,000, future change orders must be approved by the Board in accordance with Admin Rule #4 Sec. 4.5.4.

**OWNER IMPROVEMENTS TO LCS
LYNX CONTRACT 07-028
T & G CONSTRUCTION**

Revised Budget Including Change Order #9

February 28, 2008

<u>Cost Category</u>	<u>Budget prior to Reallocation</u>	<u>Change Order #9</u>	<u>Revised Budget</u>
Original Contract Amount	\$ 510,095	\$ 719	\$ 510,814
Owner Direct Purchases	-	-	-
Subtotal Contract + Direct Purchases	\$ 510,095	\$ 719	\$ 510,814
Project Design and Contract Management	\$ 135,000		\$ 135,000
*Contingency	134,905	(719)	134,186
TOTALS	<u>\$ 780,000</u>	<u>\$ -</u>	<u>\$ 780,000</u>

SUMMARY:

Change in Total Budget:

Change in Contingency Decrease \$ (719)

Description of Change:

Additional lights for restrooms.

*Once the Contingency balance is reduced to \$98,000, future change orders must be approved by the Board in accordance with Admin Rule #4 Sec. 4.5.4.

**OWNER IMPROVEMENTS TO LCS
LYNX CONTRACT 07-028
T & G CONSTRUCTION**

Revised Budget Including Change Order #10

February 28, 2008

<u>Cost Category</u>	<u>Budget prior to Reallocation</u>	<u>Change Order #10</u>	<u>Revised Budget</u>
Original Contract Amount	\$ 510,814	\$ (16,075)	\$ 494,739
Owner Direct Purchases	-	-	-
Subtotal Contract + Direct Purchases	\$ 510,814	\$ (16,075)	\$ 494,739
Project Design and Contract Management	\$ 135,000		\$ 135,000
*Contingency	134,186	16,075	150,261
TOTALS	<u>\$ 780,000</u>	<u>\$ -</u>	<u>\$ 780,000</u>

SUMMARY:

Change in Total Budget:

Change in Contingency	Increase	\$ 16,075
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Description of Change:

Deletion of range hood from the construction contract.

*Once the Contingency balance is reduced to \$98,000, future change orders must be approved by the Board in accordance with Admin Rule #4 Sec. 4.5.4.

Monthly Report A: Financial Reports

To: LYNX Board Of Directors

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

Phone: 407.841.2279 ext: 6047

Item Name: Monthly Financial Reports - November 2007

Date: 2/28/2008

Please find attached the monthly financial reports for the two months ending November 30, 2007. LYNX' Statement of Revenues, Expenses, and Changes in Net Assets (Operating Statement) for the two months ending November 30, 2007 reflect total revenue earned in the amount of \$17,189,190 and total expenses incurred in the amount of \$17,430,331 resulting in a net operating loss of \$(241,141).

- Fixed route and Van Pool services resulted in an operating loss of \$(225,434) for two months of operations.
- Paratransit services resulted in an operating loss of \$(15,707) for the two months of operations.

Fixed Route Operations:

The fixed route operating loss relates to lower than anticipated revenue for interest and customer fares. Also, LYNX is supporting the cost of various services through operating reserves established from prior year payments and funding shortfalls. The cost of fuel continues running slightly over the budget for the first two months of the fiscal year. In addition, expenses relating to professional services and other services are not being accrued on a monthly basis and as such the amounts reported reflect only actual payments year-to-date. These amounts will be adjusted during the year end closing to reflect the amount actually incurred during the fiscal year.

Paratransit Operations:

Regarding the paratransit operations, the operating loss results are due to higher than anticipated purchased transportation costs year-to-date. This is directly related to the paratransit trip levels being higher than anticipated. LYNX staff will closely monitor the trip levels in order to ensure consistency with planned operating expenses. In addition, staff continues to oversee the operations of this program daily to ensure that the provider is in compliance with the required service performance standards and other contract obligations.

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY
STATEMENT OF REVENUES AND EXPENSES
FOR THE MONTH OF NOVEMBER 2007 AND THE TWO MONTHS ENDED NOVEMBER 30, 2007
(UNAUDITED)

	Year to Date			Month of November		
	Budget	Actual	%	Budget	Actual	%
OPERATING REVENUES						
Customer Fares	\$ 3,499,598	\$ 3,259,087	93%	\$ 1,749,799	\$ 1,583,230	90%
Contract Services:						
Local Financial Assistance	1,489,868	1,526,420	102%	744,934	707,441	95%
Other Contractual Services	1,316,978	1,473,669	112%	658,489	777,013	118%
Advertising	408,334	445,711	109%	204,167	255,512	125%
Other Operating Income	116,220	91,473	79%	58,110	47,940	82%
Total Operating Revenues	6,830,998	6,796,360	99%	3,415,499	3,371,136	99%
NONOPERATING REVENUES						
Operating assistance grants:						
Federal	125,000	125,000	100%	62,500	65,417	105%
State of Florida	1,374,700	1,337,407	97%	705,997	655,266	93%
Local	7,322,694	6,855,217	94%	3,661,347	3,363,871	92%
Planning and other assistance grants:						
Federal - Commuter Rail Project	-	-	0%	-	-	0%
Federal - Other	1,650,000	1,621,438	98%	850,000	843,984	99%
State of Florida - Commuter Rail Project	-	-	0%	-	-	0%
State of Florida - BRT Circulator Project	-	-	0%	-	-	0%
State of Florida - Other	370,438	333,206	90%	120,000	118,099	98%
Local Matching - BRT Circulator Project	-	-	0%	-	-	0%
Local Matching - Other	31,942	-	N/A	15,971	(14,073)	N/A
Interest Income	133,334	120,562	90%	66,667	8,017	12%
Gain / (Loss) on Sale of Assets	-	-	N/A	-	-	N/A
Total Nonoperating Revenues	11,008,108	10,392,830	94%	5,482,482	5,040,581	92%
Fund Balance	427,398	-	0%	213,699	-	0%
Total Revenues	18,266,504	17,189,190	94%	9,111,680	8,411,717	92%
OPERATING EXPENSES						
Salaries and Wages	6,789,384	6,886,637	101%	3,394,692	3,444,385	101%
Fringe Benefits	3,653,718	3,289,047	90%	1,826,859	1,832,533	100%
Purchased Transportation Services	2,578,158	2,934,776	114%	1,289,079	1,614,024	125%
Fuel	2,173,870	2,268,602	104%	1,086,935	1,136,172	105%
Other Materials and Supplies	985,898	809,162	82%	492,949	392,058	80%
Professional Services	100,236	78,233	78%	80,236	70,945	88%
Other Services	410,000	404,286	99%	310,000	306,617	99%
Lease and Miscellaneous Expenses	215,000	214,388	100%	130,000	129,390	100%
Casualty and Liability Insurance	160,000	155,283	97%	95,000	92,084	97%
Utilities	232,061	215,358	93%	130,000	128,056	99%
Taxes and Licenses	111,827	84,876	76%	50,000	47,636	95%
Interest Expense	44,326	89,683	202%	22,163	44,646	201%
Total Operating Expenses	17,454,478	17,430,331	100%	8,907,913	9,238,546	104%
OPERATING GAIN / (LOSS)	\$ 812,026	\$ (241,141)	N/A	\$ 203,767	\$ (826,829)	N/A

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

	Year to Date			Month of November		
	Budget	Actual	%	Budget	Actual	%
OPERATING REVENUES						
Customer Fares	\$ 3,314,248	\$ 3,073,322	93%	\$ 1,657,124	\$ 1,481,808	89%
Contract Services:						
Local Financial Assistance	1,489,868	1,526,420	102%	744,934	707,441	95%
Other Contractual Services	104,578	15,270	15%	52,289	15,270	29%
Advertising	408,334	445,711	109%	204,167	255,512	125%
Other Income	116,220	91,473	79%	58,110	47,940	82%
Total Operating Revenues	<u>5,433,248</u>	<u>5,152,196</u>	<u>95%</u>	<u>2,716,624</u>	<u>2,507,971</u>	<u>92%</u>
NONOPERATING REVENUES						
Operating assistance grants:						
Federal	125,000	125,000	100%	62,500	65,417	105%
State of Florida	1,374,700	1,337,407	97%	705,997	655,266	93%
Local	5,998,600	5,531,123	92%	2,999,300	2,701,824	90%
Planning and other assistance grants:						
Federal - Commuter Rail Project	-	-	0%	-	-	0%
Federal - Other	1,316,666	1,288,104	98%	683,333	652,317	95%
State of Florida - Commuter Rail Project	-	-	0%	-	-	0%
State of Florida - BRT Circulator Project	-	-	0%	-	-	0%
State of Florida - Other	370,438	333,206	90%	120,000	118,099	98%
Local Matching - BRT Circulator Project	-	-	0%	-	-	0%
Local Matching - Other	31,942	-	N/A	15,971	(14,073)	N/A
Interest Income	133,334	120,562	90%	66,667	8,017	12%
Gain / (Loss) on the Sale of Assets	-	-	N/A	-	-	N/A
Total Nonoperating Revenues	<u>9,350,680</u>	<u>8,735,402</u>	<u>93%</u>	<u>4,653,768</u>	<u>4,186,867</u>	<u>90%</u>
Fund Balance	427,398	-	0%	213,699	-	0%
Total Revenues	<u>15,211,326</u>	<u>13,887,598</u>	<u>91%</u>	<u>7,584,091</u>	<u>6,694,838</u>	<u>88%</u>
OPERATING EXPENSES						
Salaries and Wages	6,728,454	6,833,726	102%	3,364,227	3,419,017	102%
Fringe Benefits	3,619,524	3,257,948	90%	1,809,762	1,812,273	100%
Purchased Transportation Services	668	1	0%	334	1	0%
Fuel	1,855,640	1,989,039	107%	927,820	994,419	107%
Other Materials and Supplies	980,864	808,592	82%	490,432	392,058	80%
Professional Services	100,236	78,233	78%	80,236	70,945	88%
Other Services	409,816	404,286	99%	309,908	306,617	99%
Lease and Miscellaneous Expenses	212,006	212,858	100%	128,503	127,958	100%
Casualty and Liability Insurance	160,000	155,283	97%	95,000	92,084	97%
Utilities	221,577	205,645	93%	124,758	125,629	101%
Taxes and Licenses	99,513	77,738	78%	43,843	44,675	102%
Interest Expense	44,326	89,683	202%	22,163	44,646	201%
Total Operating Expenses	<u>14,432,624</u>	<u>14,113,032</u>	<u>98%</u>	<u>7,396,986</u>	<u>7,430,322</u>	<u>100%</u>
OPERATING GAIN / (LOSS)	<u>\$ 778,702</u>	<u>\$ (225,434)</u>	<u>-29%</u>	<u>\$ 187,105</u>	<u>\$ (735,484)</u>	<u>-393%</u>

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

	Year to Date			Month of November		
	Budget	Actual	%	Budget	Actual	%
OPERATING REVENUES						
Customer Fares	\$ 185,350	\$ 185,765	100%	\$ 92,675	\$ 101,422	109%
Contract Services:						
Local Financial Assistance	-	-	0%	-	-	0%
Other Contractual Services	1,212,400	1,458,399	120%	606,200	761,743	126%
Advertising	-	-	0%	-	-	0%
Other Operating Income	-	-	0%	-	-	0%
Total Operating Revenues	<u>1,397,750</u>	<u>1,644,164</u>	<u>118%</u>	<u>698,875</u>	<u>863,165</u>	<u>124%</u>
NONOPERATING REVENUES						
Operating assistance grants:						
Federal	-	-	0%	-	-	0%
State of Florida	-	-	0%	-	-	0%
Local	1,324,094	1,324,094	100%	662,047	662,047	100%
Planning and other assistance grants:						
Federal - Commuter Rail Project	-	-	0%	-	-	0%
Federal - Other	333,334	333,334	100%	166,667	191,667	115%
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>1,657,428</u>	<u>1,657,428</u>	<u>100%</u>	<u>828,714</u>	<u>853,714</u>	<u>103%</u>
Total Revenues	<u>3,055,178</u>	<u>3,301,592</u>	<u>108%</u>	<u>1,527,589</u>	<u>1,716,879</u>	<u>112%</u>
OPERATING EXPENSES						
Salaries and Wages	60,930	52,911	87%	30,465	25,368	83%
Fringe Benefits	34,194	31,099	91%	17,097	20,260	119%
Purchased Transportation Services	2,577,490	2,934,775	114%	1,288,745	1,614,023	125%
Fuel	318,230	279,563	88%	159,115	141,753	89%
Other Materials and Supplies	5,034	570	11%	2,517	-	0%
Professional Services	-	-	N/A	-	-	N/A
Other Services	184	-	N/A	92	-	N/A
Lease and Miscellaneous Expenses	2,994	1,530	51%	1,497	1,432	96%
Casualty and Liability Insurance	-	-	0%	-	-	0%
Taxes and Utilities	10,484	9,713	93%	5,242	2,427	46%
Interest Expense	12,314	7,138	58%	6,157	2,961	48%
Total Operating Expenses	<u>3,021,854</u>	<u>3,317,299</u>	<u>110%</u>	<u>1,510,927</u>	<u>1,808,224</u>	<u>120%</u>
OPERATING GAIN / (LOSS)	<u>\$ 33,324</u>	<u>\$ (15,707)</u>	<u>147%</u>	<u>\$ 16,662</u>	<u>\$ (91,345)</u>	<u>648%</u>

Monthly Report B: Ridership Report

To: LYNX Board Of Directors

From: Lisa Darnall
 CHIEF OPERATING OFFICER
Jennifer Stults
 (Technical Contact)
William Hearndon
 (Technical Contact)
Eric Smith
 (Technical Contact)

Phone: 407.841.2279 ext: 6036

Item Ridership Report

Name:

Date: 2/28/2008

December 2007 Final

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

	December 2006	December 2007	Percentage +/-
Total Monthly	2,056,052	2,216,123	7.8%
Average Weekday	80,035	85,807	7.2%
Annual Ridership	6,282,155	6,868,841	9.3%
Number of Weekdays	20	20	0.0%

December 2007 experienced a system-wide ridership total of 2,216,123, showing an increase of 7.8% from the 2,056,052 boardings recorded in December 2006. Average weekday boardings are up by 7.2% (5,772 additional riders) from the previous year. **System-wide year to date ridership is 6,868,841, up by 9.3% from last year's 6,282,155.**

Fixed Route – Comparison to Prior Year

	December 2006	December 2007	Percentage +/-
Total Monthly	1,991,847	2,157,775	8.3%
Average Weekday	77,669	83,430	7.4%
Annual Ridership	6,091,141	6,676,818	9.6%
Number of Weekdays	20	20	0.0%

Fixed route ridership for December 2007 totaled 2,157,775, reflecting an increase of 8.3% when compared to the 1,991,847 passengers carried in December 2006.

Fixed Route – Comparison to Prior Month

	November 2007	December 2007	Percentage +/-
Total Monthly	2,184,316	2,157,775	-1.2%
Average Weekday	85,762	83,430	-2.7%
Number of Weekdays	21	20	-4.8%

Comparisons of December 2007 to the prior month's boardings (November 2007) reflect a decrease of 1.2% (26,541 riders). December 2007 also saw a decrease of 2.7% in the average number of passengers riding per weekday (a difference of 2,332 riders) when compared to the average weekday ridership for November 2007 of 85,762. These decreases are typical of seasonal patterns. Ridership usually drops off in December because of the holiday season. Another contributing factor to the decline in total monthly ridership is the fewer number of weekdays in December as compared to November.

New route comparison to prior month includes:

- Link 204 Clermont Express average weekday ridership for December 2007 is up 18.1% from November 2007 (monthly total 1,437).
- Link 405 Apopka Circulator average weekday ridership is 355, up 13.0% from previous month (monthly total 8,524).
- Link 414 UCF Alafaya-Waterford Lakes Circulator average weekday ridership is 241 (monthly total 5891), down 14.1% from previous month, due to seasonal patterns, the holidays and UCF out of school.

Individual Fixed Route Comparison to Prior Year

Comparisons of individual route ridership during December 2007 show 4 routes to have experienced a decline in ridership greater than 10% when compared to December 2006.

While Link 44 Clarcona/Zellwood shows a decrease of 1.8% from December 2006, Link 405 Apopka Circulator has picked up the old Link 44's alignment in Apopka and has 8,524 riders for December 2007. When these two are combined they show an increase of 48.4% total monthly ridership over Link 44 in December 2006. Average weekday ridership in Apopka (Links 44 and 405) has increased 44.1% over December 2006. This translates to an additional 325 daily riders over previous year.

While ridership on some of the 300's is down, the new Link 305 and the realignment of Link 50 and 56 have picked up much (if not all) of those apparent decreases. Total ridership to Disney is a better indicator of service performance as route alignments have changed to such an extent as to make direct comparisons by route difficult. When all Disney service is taken into account (300's, 50, & 56) there is actually an increase of 22.3% over prior year, or an additional 709 average weekday riders.

Route Decreases Greater Than 10%

- Link 2 – Colonialtown (-25.0%)
- Link 54 – Old Winter Garden Road (-20.6%)
- Link 47 – Oviedo (-16.6%)
- Link 33 – Midway/Sanford Airport (-15.4%)

In contrast, December 2007 produced 18 routes with increases of 10% or greater when compared to December 2006.

Link 204 Clermont Express - shows an increase of 294.8% over prior year. This is an unrepresentative comparison because service on Link 204 was implemented on December 10th, 2006 and numbers for that month were expectedly low.

Link 30 – Colonial Dr. Crosstown had the greatest realistic increase of 47.9% (over 900 riders a day); this is thought to be primarily due to the increase to 30-minute headways implemented with the August 2007 bid change.

Link 8 – W. Oak Ridge Road/International Drive shows a 31.0% increase over previous year. This translates to an increase of over 1700 riders on the average weekday. This increase correlates directly to the improvement of Link 8's headways to 10-minutes with the April 2007 bid change.

Link 25 – Silver Star Road shows a 31.0% increase over previous year. This translates to an increase of over 800 riders on the average weekday. This increase correlates directly to the improvement of Link 25's headways to 20-minutes with the August 2007 bid change.

Route Increases Greater Than 10%

- Link 204 – Clermont Express (+294.8%)
- Link 30 – Colonial Dr. Crosstown (+47.9%)
- Link 5 – Lake George/Fort Gatlin (+45.1%)
- Link 200 – Volusia Express (+35.8%)
- Link 50 – Downtown Orlando/Magic Kingdom (+31.4%)
- Link 25 – Silver Star Road (+29.4%)

(continued next page...)

Route Increases Greater Than 10%

- Link 56 – West U.S. 192/Magic Kingdom (+28.9%)
- Link 26 – Pleasant Hill Road/Poinciana (+26.7%)
- Link 8 – W. Oak Ridge Road/Int'l Dr. (+26.4%)
- Link 55 – West U.S. 192/Orange Lake (+25.8%)
- Link 14 – Princeton Street/Plymouth Apts. (+22.1%)
- Link 57 – John Young Pkwy. (+19.7%)
- Link 18 – S. Orange Ave./Kissimmee (+18.6%)
- Link 1 – N Orange Ave./Altamonte Mall (+18.5%)
- Link 24 – Millenia (+17.8%)
- Link 43 – Central Florida Pkwy. (+15.1%)
- Link 41 – S.R. 436 Crosstown (+14.1%)
- Link 51 – Conway/OIA (+11.7%)

PickUpLine

For December 2007, PickUpLine ridership was 225 one-way passenger trips.

LYNX MONTHLY RIDERSHIP DECEMBER 2007

Service Mode	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	TOTAL YEAR
LYMMO	114,798	94,685	91,875										301,358
All Other Links	2,219,929	2,089,631	2,065,900										6,375,460
Total Fixed Route	2,334,727	2,184,316	2,157,775										6,676,818
Special Shuttles	65	969	95										1,129
Access LYNX	51,949	46,138	44,669										142,756
VanPlan	18,772	15,782	13,584										48,138
TOTAL	2,405,513	2,247,205	2,216,123										6,868,841
													Final

% Change From Fiscal Year 2007 To Fiscal Year 2008

Service Mode	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	TOTAL YEAR
LYMMO	9.8%	-7.9%	-8.3%										-2.0%
All Other Links	10.3%	11.3%	9.3%										10.3%
Total Fixed Route	10.3%	10.2%	8.3%										9.6%
Special Shuttles	-14.5%	48.2%	-98.6%										-84.7%
Access LYNX	12.1%	3.2%	3.2%										6.3%
VanPlan	3.1%	-6.3%	-4.7%										-2.4%
TOTAL	10.2%	10.0%	7.8%										9.3%

Fiscal Year 2007

Service Mode	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	TOTAL YEAR
LYMMO	104,537	102,808	100,230	102,502	95,244	99,012	93,260	94,228	87,540	88,422	109,469	99,154	1,176,406
All Other Links	2,012,423	1,877,646	1,890,701	2,051,408	1,853,218	2,063,828	1,982,224	2,076,640	2,025,080	2,022,569	2,213,983	2,029,694	24,099,414
Total Fixed Route	2,117,655	1,981,639	1,991,847	2,155,035	1,949,425	2,163,897	2,076,637	2,172,185	2,114,199	2,112,235	2,324,994	2,130,216	25,289,964
Special Shuttles	76	654	6,656	19,711	253	1,836	152	2,054	55	547	65	289	32,348
Access LYNX	46,337	44,688	43,297	45,565	42,633	47,231	45,066	47,970	46,831	47,118	50,279	43,563	550,578
VanPlan	18,202	16,852	14,252	17,147	16,640	18,314	17,688	18,016	15,669	17,194	19,506	15,885	205,365
TOTAL	2,182,270	2,043,833	2,056,052	2,237,458	2,008,951	2,231,278	2,139,543	2,240,225	2,176,754	2,177,094	2,394,844	2,189,953	26,078,255

LYNX AVERAGE DAILY DECEMBER 2007

Service Mode	Day	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	YEARLY AVG
LYMMO	Wkday	4,579	3,958	3,994										4,177
	Sat	1,391	1,686	1,349										1,475
	Sun	979	964	873										939
All Other Links	Wkday	81,900	81,804	79,436										81,046
	Sat	53,826	55,442	58,227										55,831
	Sun	30,230	29,919	30,640										30,263
Total Fixed Route	Wkday	86,479	85,762	83,430										85,224
	Sat	55,216	57,128	59,576										57,307
	Sun	31,209	30,883	31,513										31,202
Access LYNX	Wkday	2,047	1,869	1,780										1,899
	Sat	839	834	909										861
	Sun	380	419	549										449
VanPlan	Wkday	764	667	597										676
	Sat	151	131	114										132
	Sun	149	145	96										130
TOTAL LYNX SERVICES	Wkday	89,290	88,299	85,807										87,798
	Sat	56,206	58,093	60,599										58,299
	Sun	31,738	31,446	32,158										31,781
														Final

% Change From Fiscal Year 2007 TO Fiscal Year 2008

Service Mode	Day	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	YEAR
LYMMO	Wkday	19.8%	-8.8%	-8.1%										2.0%
	Sat	25.0%	-8.7%	-26.0%										-0.2%
	Sun	30.0%	11.8%	26.4%										13.2%
All Other Links	Wkday	7.1%	10.6%	8.4%										4.8%
	Sat	7.4%	17.1%	11.8%										6.6%
	Sun	6.4%	12.2%	13.7%										2.4%
Total Fixed Route	Wkday	7.7%	9.5%	7.4%										4.6%
	Sat	7.8%	16.1%	10.5%										6.4%
	Sun	7.0%	12.1%	14.0%										2.7%
Access LYNX	Wkday	8.1%	2.4%	2.4%										0.9%
	Sat	15.4%	8.3%	13.5%										6.7%
	Sun	3.4%	15.3%	4.1%										17.4%
VanPlan	Wkday	-0.4%	-7.8%	-4.8%										-9.0%
	Sat	-9.9%	-5.4%	-5.3%										-0.1%
	Sun	13.2%	51.3%	0.0%										27.5%
TOTAL LYNX SERVICES	Wkday	7.6%	9.2%	7.2%										4.4%
	Sat	7.9%	16.0%	10.5%										6.4%
	Sun	7.0%	12.3%	13.8%										3.0%

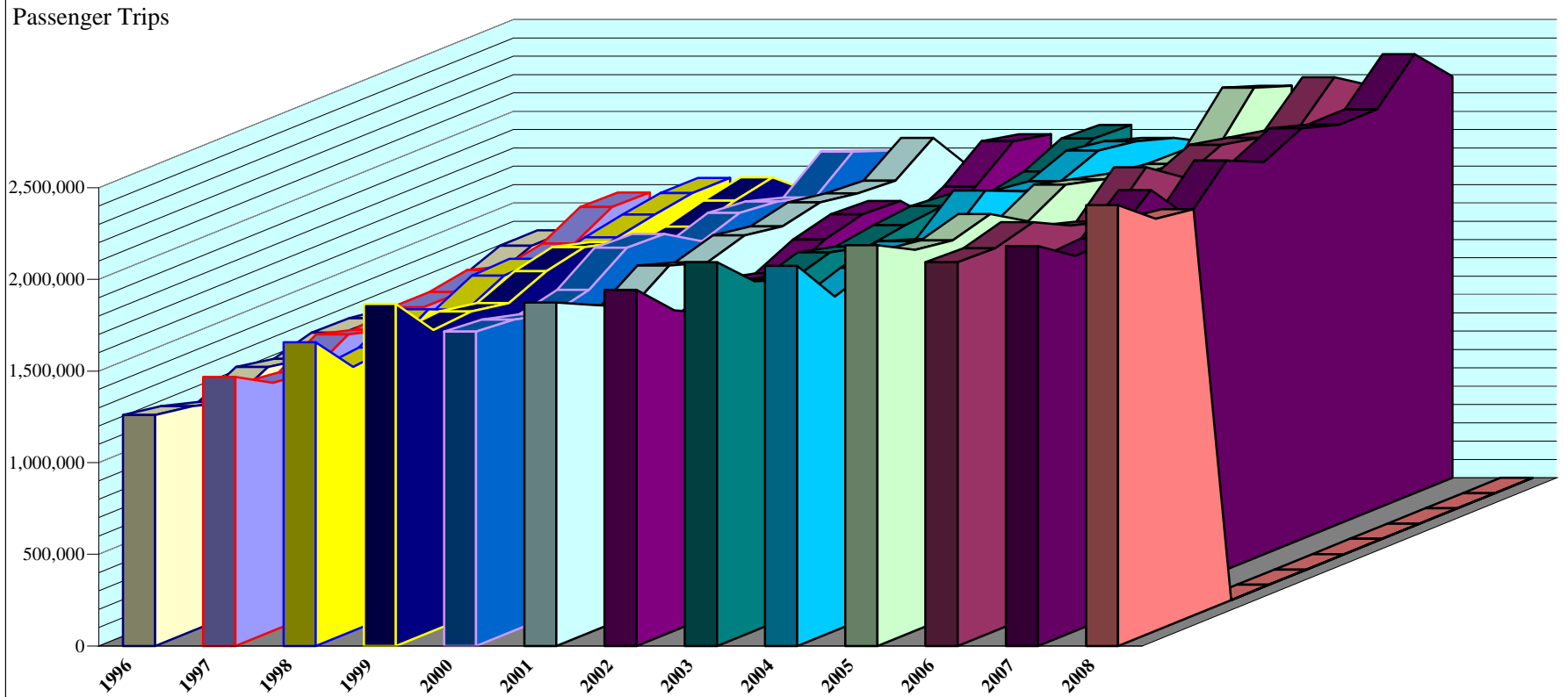
Fiscal Year 2007

Service Mode	Day	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	AVG DAILY FOR YEAR
LYMMO	Wkday	3,822	4,339	4,348	4,154	4,089	4,053	3,897	3,933	3,800	3,756	4,384	4,554	4,094
	Sat	1,112	1,847	1,824	1,634	2,505	1,326	1,780	1,091	984	1,158	1,139	1,341	1,478
	Sun	753	862	691	917	861	807	862	667	704	818	1,023	989	829
All Other Links	Wkday	76,466	73,964	73,310	76,915	76,596	76,289	77,641	78,033	78,177	77,384	80,756	82,634	77,347
	Sat	50,102	47,340	52,073	53,614	51,287	52,459	52,047	52,636	52,559	52,646	56,873	54,739	52,365
	Sun	28,401	26,676	26,948	29,097	29,279	29,504	28,944	30,140	30,536	31,363	32,467	31,197	29,546
Total Fixed Route	Wkday	80,304	78,316	77,669	81,069	80,685	80,342	81,538	81,966	81,977	81,140	85,140	87,188	81,445
	Sat	51,214	49,187	53,897	55,248	53,792	53,785	53,827	53,727	53,543	53,804	58,012	56,080	53,843
	Sun	29,154	27,538	27,639	30,014	30,140	30,311	29,806	30,807	31,240	32,181	33,490	32,186	30,376
Access LYNX	Wkday	1,893	1,825	1,739	1,780	1,907	1,899	1,901	1,877	1,983	1,906	1,975	1,892	1,881
	Sat	727	770	801	778	801	816	816	791	842	828	867	855	806
	Sun	367	363	527	339	332	343	369	372	378	405	406	391	383
VanPlan	Wkday	767	723	627	717	777	785	779	742	700	734	814	749	743
	Sat	168	139	120	105	148	127	164	137	119	129	124	107	132
	Sun	132	96	96	61	126	104	136	102	116	108	71	76	102
TOTAL LYNX SERVICES	Wkday	82,964	80,864	80,035	83,566	83,369	83,026	84,218	84,585	84,660	83,780	87,929	89,828	84,069
	Sat	52,108	50,096	54,818	56,131	54,741	54,713	54,807	54,655	54,503	54,761	59,002	57,042	54,781
	Sun	29,653	27,997	28,262	30,414	30,598	30,758	30,312	31,281	31,734	32,694	33,967	32,653	30,860

ROUTE RIDERSHIP REPORT

Link No	Route	FY 2007 Average Monthly Ridership	Nov-2007	% Change from Nov 07 to Dec 07	Dec-2007	% Change From Previous Year	Change Dec 2007 From FY 2007 Average Monthly Ridership
1	N Orange Ave./Altamonte Mall	16,657	16,328	14.4%	18,672	18.5%	12.1%
2	Colonialtown	3,905	4,567	-29.3%	3,230	-25.0%	-17.3%
3	Lake Margaret	18,703	19,410	-8.7%	17,718	5.9%	-5.3%
4	South U.S. 441/Kissimmee	152,966	156,904	-0.9%	155,428	6.0%	1.6%
5	Lake George/Fort Gatlin	4,587	4,038	33.6%	5,395	45.1%	17.6%
6	Dixie Belle	16,280	15,849	-3.1%	15,358	-2.9%	-5.7%
7	S. Orange Ave./Florida Mall	25,526	27,037	-2.6%	26,322	1.4%	3.1%
8	W. Oak Ridge Rd./Int'l Dr.	174,381	196,450	-0.8%	194,872	26.4%	11.8%
9	N. Orange Ave./Rosemont	30,304	29,549	3.6%	30,598	8.4%	1.0%
10	East U.S. 192/St. Cloud	21,799	23,541	-15.3%	19,931	-3.1%	-8.6%
11	S. Orange Ave./OIA	33,788	35,346	-0.4%	35,191	3.0%	4.2%
12	Buenaventura Lks/Boggy Ck	7,409	7,631	-9.1%	6,936	3.6%	-6.4%
13	University of Central Florida	33,886	34,819	-11.3%	30,889	3.0%	-8.8%
14	Princeton Street/Plymouth Apts.	5,984	6,405	8.5%	6,952	22.1%	16.2%
15	Curry Ford Rd./V.C.C. East	45,479	47,507	-9.2%	43,132	3.6%	-5.2%
16	College Park/The Meadows	10,005	10,915	-13.8%	9,409	3.4%	-6.0%
17	North U.S. 441/Apopka	50,906	50,915	-2.9%	49,419	-5.1%	-2.9%
18	S. Orange Ave./Kissimmee	37,854	40,407	0.7%	40,671	18.6%	7.4%
19	Richmond Heights	29,829	30,017	-5.0%	28,527	1.1%	-4.4%
20	Malibu/Pine Hills	66,345	64,891	-5.8%	61,152	-1.3%	-7.8%
200	Volusia Express	1,005	1,189	-9.4%	1,077	35.8%	7.1%
204	Clermont Express	959	1,278	12.4%	1,437	294.8%	49.9%
209	UCF/Downtown Orlando Late Night Shuttle	96	N/A	N/A	N/A	N/A	-100.0%
21	Carver Shores/Tangelo Park	84,144	77,129	1.0%	77,886	1.3%	-7.4%
22	Richmond Estates	26,363	26,292	-4.2%	25,182	2.4%	-4.5%
23	Winter Park/Forest City	24,612	25,018	-1.0%	24,776	2.1%	0.7%
24	Millenia	11,238	11,637	9.9%	12,786	17.8%	13.8%
25	Silver Star Rd.	72,149	91,364	-1.9%	89,664	29.4%	24.3%
26	Pleasant Hill Rd./Poinciana	17,047	19,839	0.3%	19,896	26.7%	16.7%
27	Plant St./Oakland	7,712	7,522	-2.8%	7,314	-2.2%	-5.2%
28	E. Colonial Dr./Azalea Park	43,816	44,407	0.6%	44,686	5.2%	2.0%
29	E. Colonial Dr./Goldenrod	41,444	40,087	1.2%	40,557	-1.6%	-2.1%
30	Colonial Dr. Crosstown	51,632	76,232	-1.5%	75,065	47.9%	45.4%
300-305	Downtown Disney Direct	16,298	15,958	7.7%	17,189	-3.3%	5.5%
31	Lymmo	97,015	94,685	-3.0%	91,875	-8.3%	-5.3%
32	Union Park/Bithlo	4,786	4,858	-1.4%	4,792	5.3%	0.1%
33	Midway/Sanford Airport	2,642	2,710	-19.1%	2,192	-15.4%	-17.0%
34	Sanford/Goldsboro	7,925	7,601	-7.7%	7,017	-8.5%	-11.5%
36	Lake Richmond	22,385	23,421	-7.5%	21,660	-0.9%	-3.2%
37	Park Promenade Plaza/Florida Mall	69,425	66,766	6.8%	71,330	6.0%	2.7%
38	Downtown Orlando/Int'l Dr.	16,024	16,245	-8.9%	14,805	-0.8%	-7.6%
39	U.S. 17-92/Sanford	63,386	63,571	-4.6%	60,669	4.9%	-4.3%
40	Americana/Universal Orlando	40,660	35,533	8.5%	38,552	-3.4%	-5.2%
405	Apopka Circulator	2,996	7,735	10.2%	8,524	N/A	184.5%
41	S.R. 436 Crosstown	127,446	135,253	-1.2%	133,614	14.1%	4.8%
414	UCF Alafaya/Waterford Lakes	2,589	6,808	-13.5%	5,891	N/A	127.5%
42	International Dr./OIA	84,314	78,314	2.8%	80,493	-1.4%	-4.5%
43	Central Florida Pkwy.	13,813	14,994	-6.3%	14,049	15.1%	1.7%
44	Clarcona/Zellwood	16,615	17,497	-4.7%	16,675	-1.8%	0.4%
45	Lake Mary	4,924	4,332	1.8%	4,412	-7.5%	-10.4%
46	W. S.R. 46/Seminole Towne Ctr.	13,925	13,510	4.4%	14,101	3.0%	1.3%
47	Oviedo	4,259	4,133	-13.0%	3,596	-16.6%	-15.6%
48	W. Colonial Dr./Park Promenade	48,736	49,087	-2.4%	47,928	-0.7%	-1.7%
49	W. Colonial Dr./Pine Hills	50,215	50,279	-5.6%	47,479	2.5%	-5.4%
50	Downtown Orlando/Magic Kingdom	42,306	43,543	14.2%	49,733	31.4%	17.6%
51	Conway/OIA	33,840	34,946	2.2%	35,702	11.7%	5.5%
52	Pine Castle/Tradeport	5,590	6,033	-8.5%	5,522	4.7%	-1.2%
53	Story Rd./Tildenville	8,859	8,542	-4.0%	8,197	-9.4%	-7.5%
54	Old Winter Garden Rd.	14,185	11,966	-1.5%	11,781	-20.6%	-16.9%
55	West U.S. 192/Orange Lake	43,455	41,743	13.5%	47,365	25.8%	9.0%
56	West U.S. 192/Magic Kingdom	43,294	46,422	9.5%	50,844	28.9%	17.4%
57	John Young Pkwy.	17,104	20,016	-6.6%	18,700	19.7%	9.3%
58	Shingle Creek	2,254	1,667	8.3%	1,805	-0.7%	-19.9%
99	Farebox Errors	17,677	12,817	-82.6%	2,232	-88.9%	-87.4%
Total		2,107,746	2,185,505	-1.2%	2,158,852	8.3%	2.4%

LYNX Ridership Growth - All Modes



Monthly Report C: Government Relations Report

To: LYNX Board Of Directors

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

Phone: 407.841.2279 ext: 6064

Item Name: Legislative Update

Date: 2/28/2008

On February 4 President Bush transmitted his final annual federal budget request to Congress. Congress will now attempt to develop an FY'09 Budget Resolution and 12 agency appropriations bills during what is expected to be an abbreviated legislative session.

FY'09 Budget Request:

The \$3.1 trillion FY'09 budget that the Administration unveiled includes a big boost in funding for defense programs, but less than a 1% increase in domestic discretionary spending and freezes future years' funding for such programs. However, given the political environment in Washington D.C., it is unlikely the budget recommendations will pass without considerable change. Many even argue that it will be unlikely that any budget/appropriation bills pass this year given the political pressures of the elections in November.

The Administration recommended a total of \$68.2B for federal transportation programs which is \$2.13B less than current FY'08 funding.

FHWA – The White House budget request includes \$39.39B in obligation limitation and a total of \$40.13B for the highway program. The ob limit is \$1.8B below the SAFETEA-LU authorized amount and current year funding of \$41.2B. The reduction in funding is the result of a \$1B cut in Revenue Aligned Budget Authority (RABA) funding and a \$800M cut to make up for the extra \$1B that was added to the FY'08 appropriations bill to fund deficit bridges. The budget assumes that the Highway Trust Fund (HTF) will be short about \$3.2B (although the Congressional Budget Office estimates only a \$1.1B deficit) and recommends that the HTF temporarily “borrow” the shortfall from the Mass Transit Account (MTA) – a move sure to anger transit supporters.

FTA – In addition to recommending that the Mass Transit Account transfer funds to the Highway Trust Fund to keep it solvent, the President’s budget calls for a total of \$10.1B for the federal transit program. The Formula and Bus programs would receive the full SAFETEA-LU authorized amount of \$8.36B – a 7.6% increase over FY’08. The Capital Investment Grants program (New Starts and Small Starts) is proposed to receive \$1.62B, which is \$200M below the SAFETEA-LU authorized level, but a \$51M increase over the current level. See more below under FTA New Starts Report.

FRA – As expected, the Administration did not recommend fully funding Amtrak at its FY’08 level of \$1.3B. Instead it proposed \$800M - \$225M for capital and \$275M for a new program of “efficiency incentive grants” to replace the existing operating subsidies. The budget also includes an additional \$100M for the new rail passenger grant program which Congress funded at \$30M in ’08.

FY’09 FTA New Starts Report and FY’08 Apportionment Notice:

Along with the FY’09 DOT budget request, FTA released its FY’09 Annual Report on Funding Recommendations (previously referred to as the New Starts or 3J Report). FTA is recommending \$200 Million in funding (the authorized amount) for nine new and four existing Small Starts projects. Fifteen projects with existing Full Funding Grant Agreements (FFGAs) are funded at \$1.13B and two additional projects with pending FFGAs in Denver and Seattle are funded at \$160M. There is an additional \$85M recommended for unidentified projects in Final Design. All of these amounts are subject to approval by Congress during the FY’09 appropriations legislative process.

The Bus Discretionary list includes only the amounts earmarked for FY’08 in the 2005 SAFETEA-LU authorization bill, not the funds earmarked for bus discretionary projects in the FY’08 DOT appropriations bill. This is because the White House had threatened not to fund the FY’08 appropriated bus earmarks because they were included in the bill “report” language rather than in the statute itself. However, the Executive Order signed by the President on January 29 regarding funding of earmarks that are not in the statute applies only to future appropriations bills, not retrospectively to previously passed FY’08 bills. Therefore, FTA is expected to issue a supplemental apportionment notice which will include the rest of the bus earmarks.

LYNX Earmark Requests for FY 2009

This year, Congressman Mica and Congresswoman Brown are requiring a letter from anyone making an appropriations request. The relevant portions are included below. In addition, Congressman Mica's office has encouraged cities that will be served by Commuter Rail to submit request letters for discretionary 5309 monies to enhance their commuter rail stations. This source of discretionary funds has traditionally been used for LYNX capital (primarily bus replacement).

The following is a list of the federal earmark requests made by LYNX for fiscal year 2009.

LYNX Buses

Appropriations Bill: Transportation/HUD

Agency/Account: Federal Transit Administration (FTA)/Bus and Bus Facilities

Funding Request: \$15.5 million

LYNX has an immediate need to replace 83 buses that have surpassed their useful life with more than 500,000 miles. In fact, forty-seven LYNX buses have more than 700,000 miles.

LYNX "Smart" Bus ITS Implementation

Appropriations Bill: Transportation/HUD

Agency/Account: Federal Transit Administration (FTA)/Bus and Bus Facilities

Funding Request: \$2.5 million

LYNX has NO bus tracking technology and currently relies on text-based computers that are unable to process modern fare payment systems such as credit cards and "smart cards." Passenger demand and increased security concerns necessitate real-time "Intelligent Transportation Systems" (ITS) applications.

By implementing new "SmartBus" technology, LYNX could provide real-time web-based information and consolidate fare mediums for our passengers.

Kissimmee Intermodal Transportation Center

Appropriations Bill: Transportation/HUD

Agency/Account: Federal Transit Administration (FTA)/Bus and Bus Facilities

Funding Request: \$2.5 million

LYNX is working with the City of Kissimmee and has secured the local match for the development of a new transportation facility within the historic downtown Community Redevelopment Area. This central transit hub would serve as the southern transportation anchor and will be the operational precursor to the Kissimmee Intermodal Transportation Center which will enable connectivity between: LYNX, Greyhound, Amtrak, commuter rail, car rental services, and bicycle/pedestrian ways.

Monthly Report D: Marketing Report

To: LYNX Board Of Directors

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

Phone: 407.841.2279 ext: 6020

Item Name: Marketing Report, January 2008

Date: 2/28/2008

Advertising Sales

ADVERTISING SALES	JANUARY 2008	NET REVENUE FY08
Advertising Sales Revenue	\$162,048	\$807,225

Commuter Services

COMMUTER CHOICE TRANSPORTATION PROGRAM	
CARPOOL/VANPOOL INQUIRIES	JANUARY 2008
Phone	85
Internet	39
Letters	41
Matches	10

COMMUTER CHOICE TRANSPORTATION PROGRAM		
VANPOOLS	JANUARY 2008	
Commuter Choice Vanpool Participants	652	
Total Revenue Miles YTD	229,980	
New Vanpools	1	
Returned Vanpools	0	
Current Vans in Service	59	
Pending Vanpool Interest	Duke Realty - 2 Elmo Torres - 1	
No. of Employers Contacted	19	
No. of Employees Contacted	140	
Employer Program Presentations	Royal Plaza Hotel IKEA Tri-City Embassy Suites I-Drive Starwood Vacation Ownership Quills	
Employee Presentations	LOCATION	PARTICIPANTS
	Royal Plaza	29
	Total Participants	29
Other Business Presentations/Meetings	LOCATION	PARTICIPANTS
	Central Florida Employment Council's 2008 Economic & Employment Forecast	40
	Greater Orlando Business Leadership Network	30
	Total Participants	70

Commuter Services: Partners

LYNX added the following employer programs:
 Renaissance Orlando Hotel – Employer Bus Pass Program
 Renaissance Orlando Hotel – Consignor Bus Pass Program

Commuter Services: Vanpool

LYNX added the following vanpools to our in-service fleet:
 Transportation Security Administration

Commuter Services: Events

Royal Plaza Hotel – Transportation Benefits Program Presentation

Royal Plaza Hotel invited LYNX to promote the Transportation Benefits Program. LYNX representatives presented the programs to over twenty interested individuals representing the Hispanic and Creole speaking personnel.

Central Florida Employment Council's 2008 Economic & Employment Forecast

LYNX hosted the 2008 Economic & Employment Forecast for the Central Florida Employment Council (CFEC). Over 40 business leaders and members of the CFEC were in attendance and received information on the LYNX Commuter Assistance Programs. A panel of business leaders that included Ray Gilley (President & CEO of the Metro Orlando Economic Development Commission) spoke about the economic impact of the housing market in 2007 and the economic forecast for 2008.

Greater Orlando Business Leadership Network Meeting

LYNX hosted the Greater Orlando Business Leadership Network (GOBLN) meeting; the organization’s purpose is to educate and encourage employers to recruit, hire, train and retain employees with disabilities as part of promoting good business practices. Over 30 employers and members of GOBLN received information on the Commuter Assistance Programs at this meeting.

Marketing

DATA ON WWW.GOLYNX.COM	
WEBSITE USAGE	JANUARY 2008
Average Hits per Day	69,788
Average Users per Day	2,075.53
Average Hits per User	33.62
Average Time Spent on Site	8 minutes
Approximate Visits per User	1.93
Total Page Hits	682,748
Total User Visits	64,341
Total Unique IP Addresses (visits)	33,655

Marketing Activities

Martin Luther King Jr. Parades

LYNX saluted the legacy of Dr. King by participating in two local parades: the City of Orlando parade and the Town of Eatonville parade. The bus that was featured in the two events was our Rosa Parks tribute bus.

American Public Transportation Association (APTA) Chief Executive Officer Seminar

The American Public Transportation Association selected Orlando to be the host city for their annual Chief Executive Officer Seminar. The APTA CEO Seminar was held at the Hilton at Walt Disney World Resort and was attended by over 140 senior transit professionals from around the country and Canada. This was a great opportunity to showcase our new marketing materials as well as offer tours of LYNX Central Station and the LYNX Operations Center. Our new route book, the LYNX Planner, received numerous compliments from the attendees.

Customer Service

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

CALL CENTER DATA	JANUARY 2008
Amount of Calls	36,977
Call-Wait Time in Seconds	40

SALES & INFORMATION DATA	JANUARY 2008
Customers serviced through fixed route inquiries/sales	25,282
LYNX fare media sales	\$208,097

CUSTOMER SERVICE DATA	JANUARY 2008
Internet Inquiries	674
“How To Ride” presentations	5

CUSTOMER RELATIONS DATA	JANUARY 2008
Customers assisted by telephone, fax, one-on-one	3,470
Concerns/suggestions for Fixed Route (LYNX)	379
Compliments for Fixed Route/Road Rangers	25
Concerns/suggestions for Paratransit (MV)	150
Compliments for Paratransit	0

LOST & FOUND DATA	JANUARY 2008
Number of items recovered	669
% items returned to owners	29.4%
Advantage IDs issued	109
Kids In School (KIS) & Senior IDs issued	17

Monthly Report E: Employee Travel Report

To: LYNX Board Of Directors

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

Phone: 407.841.2279 ext: 6017

Item Name: Monthly Employee Travel Report

Date: 2/28/2008

EMPLOYEE/ DEPARTMENT	DESTINATION	PURPOSE	DEPARTURE AND RETURN DATES	ESTIMATED AGENCY COST
Mira Bourova Planning	Daytona Beach, FL	US National Grid for GIS Professionals training workshop	01/28/08	\$ -
Joe Cheney Operations	Tampa, FL	Florida Transit Maintenance Consortium Meeting	1/23/02	\$ 15
Doug Jamison Planning	Minneapolis, MN	National Review Panel for the Center of Transportation Studies	1/30-2/1/08	\$ -
James McLawhorn Government Affairs	Captiva Island, FL	Community Leadership Conf.	01/18-20/08	\$ 1,267
Mark Forsyth Procurement	Winter Park, FL	Fundamentals of Leadership and Management	02/18-19/08	\$ 386
Thomas Walls	St Petersburg, FL	Safety training	2/4-7/08	\$ 585
James McLawhorn Government Affairs	Tallahassee, FL	FBT Board Meeting Chamber Capitol Days	2/5-7/08	\$ 808
Jayne Walker Operations	St Petersburg, FL	T-4 Training	2/25-28/08	\$ 559*
Debbie Thomas Operations	St Petersburg, FL	T-4 Training	2/25-28/08	\$ 559*

LYNX Board Agenda

EMPLOYEE/ DEPARTMENT	DESTINATION	PURPOSE	DEPARTURE AND RETURN DATES	ESTIMATED AGENCY COST
Joe Cheney Operations	Tampa, FL	State Big Bus Specifications Meeting	2/7/08	\$ 15
Brian Anderson Human Resources	St. Petersburg, FL	Ceridian payroll training	2/11-13/08	\$ 883
Patricia Stevens Finance	St. Petersburg, FL	Ceridian payroll training	2/11-13/08	\$ 883
Bert Francis Finance	Tampa, FL	Local Government Investment Pool Advisory Committee meeting	2/14/2008	\$ 72
William Zielonka Security	Charlotte, NC	DHS-TSA tier two for grant management	2/12-13/08	\$ 599*
Janell Thomas Security	Tampa, FL	Safety & Security reporting workshop	2/14/08	\$ 15
Lorna Hall Operations	Tampa, FL	Safety & Security reporting workshop	2/14/08	\$ 15
Jennifer Stults Planning	Washington, DC	Transit Research Board task group strategic highway research	2/18-19/08	\$ -
William Hearndon Paratransit	Tallahassee, FL	Participate in Transportation Disadvantaged Day	3/4-7/08	\$ 557
James McLawhorn Government Affairs	Washington, DC	Leadership APTA	3/7-12/08	\$ 1,804
ESTIMATED AGENCY AND GRANT FUNDED COST				\$ 9,022
*LESS GRANT FUNDED COST				\$ 1,717
NET ESTIMATED AGENCY COST				\$ 7,305

Monthly Report F: Planning Division Report

To: LYNX Board Of Directors

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

Phone: 407.841.2279 ext: 6036

Item Name: Planning Report

Date: 2/28/2008

Coordination

Planning staff attended the Rodeo on February 10th and participated in varying capacity from judges to finalizing the scores.

Staff provided information for an elected official meeting regarding bus service and Transit-Oriented Development in Longwood.

Staff provided data regarding combined CRT/Bus stations for a Seminole County meeting with local jurisdictions.

LYNX and the City of Orlando hosted the CNT/STPP national conference, "From the Margins to the Mainstream." This included Planning staff and the LYNX Chief Executive Officer facilitating groups working on Transit-Oriented Design efforts around commuter rail stations.

LYNX Planning and Finance staff met with the Florida Department of Transportation and their consultants to share information on transit funding, as well as GIS maps of future route plans and future facilities.

Planning continues ongoing efforts with FDOT and local jurisdictions related to Commuter Rail, including future bus service plans and CRT stations.

Planning provided support and input to the CASE project public meetings. LYNX is coordinating with Seminole County and its jurisdictions on the location of bus stops, shelters, and pull out bays on SR434 in conjunction with the planned Crosstown service for FY09 that is being funded through an FDOT Service Development Grant and Seminole County.

LYNX participated in OOCEA's roadway project meetings for S.R. 408, S.R. 417, and S.R. 528 to include future possibilities for transit service and transit-related items such as park and ride lots.

Developments of Regional Impact (DRIs)

Staff has attended meetings and/or commented on the following Developments of Regional Impact:

- Eagle Creek DRI – City of Orlando
- Florida Hospital Health Village DRI – City of Orlando
- Grand Palisades DRI/ADA – Orange County
- Orlando Fashion Square M&M Study – City of Orlando
- Semoran Commerce Center – Notice of Proposed Change (NOPC) – City of Orlando

FlexBus

Negotiations continue with property owners for the location of FlexBus shelters and kiosks on private property. The first agreement with the owners of the Publix center at Gateway Crossings has been signed by the property owner and submitted to LYNX for execution.

LYNX learned that the FlexBus project received \$1.3 million in federal funds.

Geography Network

There were 1,391 hits in January.

Geographic Information Systems (GIS)

GIS staff provided support for the implementation phase of LYNX' trip planner application. LYNX' GIS Analyst Mira Bourova became a member of the Steering Committee for Strategic Planning for Enhancing GIS Coordination in State of Florida. This grant funded initiative is led by the Department of Emergency Management and its final goal is the development and adoption of a strategic plan for State GIS coordination. Once adopted the strategic plan will be presented to Florida's CIO with a request for the GIS Coordination Program to become a part of the State agency for Enterprise Information Technology.

Grants:

• JARC/NFP Urbanized Area Formula Funds

LYNX is the designated recipient for JARC and NFP funds apportioned by FTA for the Orlando Urbanized Area. METROPLAN ORLANDO led the competitive selection review and evaluation team for projects submitted for JARC and NFP funding. LYNX submitted the only application in the Orlando Urbanized Area, and the review and evaluation team (made up of local transportation planning representative and local human service agency staff who represent those meant to benefit under the programs: individuals with lower incomes and persons with disabilities) recommended funding all activities included in the competitive application. LYNX worked closely with local Human Services Agencies, who were also eligible to apply for funding under the programs, to develop the Public Transit/Human Services Coordinated Transportation Plan. The plan provides a number of Project Priorities, and the projects that LYNX included in its application addressed these priorities. LYNX is now preparing the grant application to the Federal Transit Administration for the funds available to the Orlando Urbanized Area for FY 2008 (with Federal funds available to LYNX for Federal Fiscal year 2007), expected to be submitted to FTA in the month of February.

- **JARC/NFP Small Urbanized and Nonurbanized Area Funds**

FDOT is the designated recipient for funds apportioned to the state for small urbanized areas and nonurbanized areas throughout the state. FDOT suballocated FY 2006 and 2007 funds to district offices for competitive selection. FDOT D-5 office held a workshop on application procedures on November 14, 2007. Applications were due January 7, 2008. LYNX submitted an application for services to be provided by LYNX and a number of private nonprofit agencies within the LYNX service area. As of preparation of this update, FDOT District 5 was in the process of reviewing and evaluating all applications submitted for funding district-wide. LYNX expected to know the status of the competitive selection process soon, as the district offices must submit their programs of projects to FDOT Central Office by March 1, 2008.

- **Transportation Regional Incentive Program (TRIP)**

LYNX continued discussions with FDOT and METROPLAN ORLANDO regarding the TRIP project list and applications for FY2009/2010 and FY2010/2011. FDOT has indicated to LYNX that they would revisit the application for 25 buses and 10 minibuses in the spring, as no funds had been programmed in this project in the FDOT Work Program. Since then, FDOT has informed LYNX that they have “boxed” approximately \$3 million in TRIP funding pending approval of specific projects with Operations & Maintenance commitments when the application is revisited this spring.

Intelligent Transportation Systems (ITS)

Doug Jamison, Manager of Strategic Planning was invited to staff a national review panel to evaluate ITS related research proposals by the University of Minnesota including transit related research, some of which may have application to the LYNX and University of Minnesota proposal to research Vehicle Assist and Automation technology. Joining Mr. Jamison on the panel were representatives from the Federal Highway Administration, the Minnesota Department of Transportation, Clemson University, the University of Arizona, and Noblis.

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

The MORE-TMCC team met on January 18, 2008 for a workshop to develop the Systems Requirements Document, a project deliverable. This document was submitted to the Federal Transit Administration on January 31, 2008. Doug Jamison, Manager of Strategic Planning, and Bill Hearndon, Manager of Paratransit, traveled to Washington, D.C. on January 23 and 24 for a mid-term project meeting with the Federal Transit Administration. They were joined by Gwen Johnson of Polk County Transit Services at this coordination meeting consisting of representatives from all eight national project sites.

Public Participation Program

Staff is updating LYNX’ public involvement program to reflect changes as approved in the recent Title VI update, including a language change to public participation.

Requests

- 19 Requests for information related to facilities – park & ride lots, shelters, bus stops, and related amenities
- 8 GIS requests
- 19 Customer Concerns
- 7 Service-related requests
- 20 Requests for general information, including ridership, surveys and more
- 2 Employee Suggestions

Shelters and Related Passenger Amenities

A work order for 13 shelter installations is in the process of being completed. This includes a partnership with Sea World Orlando involving a custom color scheme in exchange for the Park assuming responsibility for daily maintenance including cleaning and trash removal. Staff has been attending the weekly S.R. 436 project meetings and is working to remove shelters for the S.R. 50 and S.R. 436 construction project and an Orange County right turn lane project on University Boulevard. Units are being refurbished and relocated at other sites needing shelters. Additionally on the S.R. 50 and S.R. 436 project, 25 bus stops are being relocated during construction. Staff is also working with Florida Mall to design an upgrade to the transfer center at the Mall and provide an increase in sheltered space for our customers.

Staff met with the City of Kissimmee to discuss the Kissimmee Intermodal Center. The City proposed moving the planned Superstop site from the Osceola Square Mall to a parcel of City owned property east of the Civic Center. The layout for the new site is currently under design with comments on the draft layout received from the City at a meeting on February 12, 2008. These comments will be incorporated as the design is advanced for a request for proposal. Additionally, staff continues to work with Orange County on construction of the Canadian Court Intermodal Center. An order for eight shelters has been placed with LYNX' vendor and the County is working on an installation work order.

Monthly Report G: Service Implementation/Changes

To: LYNX Board Of Directors

From: Lisa Darnall
CHIEF OPERATING OFFICER
Jennifer Stults
(Technical Contact)

Phone: 407.841.2279 ext: 6036

Item Name: Service Implementation/Changes

Date: 2/28/2008

SERVICE

Staff is completing service changes for the March 30, 2008 service changes, which include:

Link 442 Winter Garden Village

This new service is funded by private developer's fees, leveraged for additional Federal Job Access Reverse Commute funding to double the initially planned service to include mid-day trips and Sunday service. The developer agreement was executed with LYNX in October 2006. The route links the West Oaks Mall Superstop with the Winter Garden Village at Fowlers Grove development, also serving West Orange High School.

Link 204 Clermont Express

As part of LYNX' efforts to continue to grow ridership on this new route with Lake County, LYNX is making one morning and one afternoon trip a reverse trip. In the mornings, one existing trip will operate from LYNX Central Station (LCS) west to the Clermont park-and-ride lot, allowing customers to travel from the LCS to the park-and-ride. In the evenings, one existing trip will operate east from the Clermont park-and-ride lot to LCS, allowing customers to travel back to the LCS from the park-and-ride. This change is cost-neutral.

Link 33 Midway-Sanford Airport

As approved by the Board of Directors in December 2007, after considerable public involvement and action by the Seminole Board of County Commissioners, the Link 33 will be discontinued. This change impacts the bus assignments and bus operator runs throughout Seminole County as the Link 33 was part of LYNX' largest interline of 7 routes. The remaining routes are being adjusted to maximize LYNX' operational savings to offset the loss of Seminole County revenue.

In addition, several minor schedule adjustments are being made to continue to improve on-time performance, with adjustments to Links 19, 22, 28, 29, 36, 41, 53, and 54 many of which were the result of bus operator suggestions.

Planning staff is continuing its overall review of the existing system for cost efficiency and plans to begin phasing in service adjustments in August 2008. To date, Planning has obtained its initial data set of passenger boardings and alightings by bus stop by time of day using the new 15 automatic passenger counters (APC). This data is being layered in map form for comparison to demographic data, major employers, and other activity centers. In February, staff will begin sharing this information with other departments to begin formulating new approaches to linking our most heavily traveled origin and destination pairs.