

LYNX Board Agenda

Board Date: 7/26/2007

Time: 10:30 AM or immediately following Audit Committee

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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

-  Approval of the June 28, 2007 Board minutes pg (4-7)

3. Recognition

- LYNX is recognizing Dennis Brown for 20 years of service and Alvan Randall for 25 years of service. Their contributions are an added value to the success of LYNX.

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 Award Contracts

- i.  RFP#07-026/ASG Banking Services pg (8-11)

B. Authorization to Extend Contracts


- i.  Bennett lease agreement pg (12-15)

- Attachment 


- ii.  Lonnie H. Lacy lease agreement pg (16-19)

- Attachment 


C. Miscellaneous


- i.  Authorization to execute Amendment #3 with the Commission for the Transportation Disadvantaged for Medicaid Non-Emergency Transportation services pg (20-21)


7. Action Agenda


- A.  Authorization to execute an interlocal agreement with the City of Orlando to administer a bus shelter advertising program within the Orlando City limits pg (22-42)

- Attachment 

- B.  Authorization to issue an RFP for Consultant Services to Help Develop Strategies for securing Dedicated Funding pg (43-44)


- C.  Authorization to execute the First Amendment to Interlocal Funding Agreement in support of the implementation of FlexBus pg (45-52)



- Attachment 

- D.  Authorization to amend the LNYX Operations Center (LOC) Project Budget and amend the Capital Budget pg (53- 54)

8. Information Items

(For Review Purposes Only - No action required)

- A.  Service implementation/changes for August 19, 2007 pg (55-56)






- B.  Change Orders  for the LOC pg (57-62)

- Attachment

9. Other Business

10. Monthly Reports

(For Review Purposes Only - No action required)

- A.  Monthly Financial Reports - May 2007 pg (63-68)
- Attachment 
- B.  Monthly Employee Travel Report pg (69)
- C.  Planning Report pg (70-72)
- D.  Ridership Report pg (73-79)
- E.  Marketing Report pg (80-84)
- F.  Legislative Update pg (85-87)

11. Executive Session

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

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

LYNX
Central Florida Regional Transportation Authority
Monthly Board Meeting

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

DATE: **June 28, 2007**

TIME: **10:30 a.m.**

Members in Attendance:

Seminole County Chair, Carlton Henley, Chair
City of Orlando, Mayor Buddy Dyer, Secretary
Osceola County Commissioner, Bill Lane

Absent:

Orange County Commissioner, Mildred Fernandez, Vice Chair
FDOT District 5 Secretary, Noranne Downs

1. Call to Order and Pledge of Allegiance

LYNX Chairman Carlton Henley called the meeting to order at 10:50 a.m. Commissioner Lane led the Pledge of Allegiance.

2. Approval of Minutes

Commissioner Lane moved to approve the minutes of the May 24, 2007 Board meeting. Mayor Dyer seconded the motion. The motion passed unanimously.

Chairman Henley stated that the Executive Session originally scheduled for today would take place at the July Board meeting.

3. Public Comments

Mr. John Holmes, expressed dissatisfaction regarding changes to route 17 in the Apopka area. Ms. Watson will have staff contact the customer to get a record of his other complaints and will report to the board.

4. Chief Executive Officer's Report

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

1. The Chamber of Commerce is reinventing itself and going through a complete restructuring and refocusing of the mission based on input they have received from the members. They have come up with a list of priorities for the Chamber and transportation is supported by 84% of the members. As a result, they are looking to work with public/private interests to generate support for legislative changes that need to take place in Washington and Tallahassee to improve the regions' transportation system especially for bus and rail transit. They will encourage businesses and employers to implement practices that reduce travel. They will also create a new

structure in the Chamber so there is a Chief Operating Officer for transportation issues. They will be doing a national search for a transportation research expert.

2. UCF has expressed interest in coordinating with LYNX to provide shuttles to support the traffic management plan at the new Brighthouse Networks Football Stadium. The Planning and Transportation staff met with Helen Donegan, VP of Community Relations and Cynthia Sucher, Associate VP of Community Relations of UCF to discuss opportunities for LYNX to provide shuttle service for the game. The University is considering two to three sites at this time. Discussions will continue and LYNX will develop a cost estimate to provide the service.
3. Governor Crist signed Senate Bill (S.B.) 985 in June. This massive transportation bill is monumental for transit systems statewide because it allows to XU funds as their local match.
4. Ms. Watson will be traveling with the EDC to San Diego in July. They will be meeting with transportation professionals in San Diego to learn from their experiences in several areas including transit. This will give LYNX an opportunity to not only learn from the mission but also interact with key community leaders that can be helpful to LYNX in its efforts.

5. Consent Agenda

- A. Authorization to Release Requests for Proposal (RFP)
 - i. Authorization to release invitation for bid (IFB) # 07-046 for the remanufacture of bus transmissions
- B. Authorization to Award Contracts
 - i. Authorization to Award contract to PRIDE Enterprises for the printing of individual public timetables
 - ii. Authorization to Award Contract to PRIDE Enterprises for the printing of schedule books
 - iii. Request for Authorization to Award Contract # 07-019 to Spencer Fabricators, Inc. for Manufacture of LYNX Passenger Shelters and Amenities
- C. Authorization to Extend Contracts
 - i. Authorization to execute the second year contract option for Allied Security Services, Inc.
 - ii. Authorization to extend the Bennett Lease
 - iii. Authorization to extend the Lease Agreement with Lonnie H. Lacy for employee parking at the Old Winter Garden leased operations base
 - iv. Authorization to extend Banking Services contract
- D. Miscellaneous
 - i. Adoption of the 2008-2017 Transit Development Plan (TDP) Major Update
 - ii. Authorization to execute Joint Participation Agreement (JPA) #422427-84-01 with the Florida Department of Transportation District 5 for Link 30
 - iii. Authorization to donate a retired vanpool vehicle to the Harbor House Women's Center

- iv. Authorization to transfer twenty-five or more retired computers to the Engaging in Excellence Book Club Program
- v. Authorization to release an RFP for a general contractor to design and build the tenant improvements for the leasing of the second floor of the LYNX Central Station (LCS) to the Orange County Clerk of Courts
- vi. Authorization to dispose of cell phones accumulated through the Lost and Found Process

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

6. Action Agenda Items

A. Authorization to submit a request to the Florida Department of Transportation (FDOT) for Transportation Regional Incentive Program (TRIP) funding for Fiscal Years 2010 and 2011

Jennifer Stults, Deputy Director of Planning, requested permission to submit a request for Transportation Regional Incentive Program (TRIP) funding to the Florida Department of Transportation (FDOT) for fiscal years 2009/10 and 2010/11. This is the third round of requests made for new buses under the new Growth Management legislation.

This request is for the Department of Transportation's fiscal year 2009/10 for 13 buses and for fiscal year 2010/11 for twelve buses and ten paratransit vehicles for the feeder services that are being implemented.

The legislature did approve the use of XU funds for the match for these TRIP funds.

Ms. Watson commented that staff is applying for TRIP funds but still do not know what the buses will be used for. This is ahead of schedule; however, if staff does not apply for the TRIP funds now, it would be impossible to get in line to be considered later.

Ms. Stults mentioned that this is MetroPlan's number two priority for the region.

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

B. Authorization for LYNX to participate in the APTA Emergency Response and Preparedness Program

Lisa Darnall, Chief Operations Officer, explained that because of 9/11 and Hurricane Katrina, transit systems and other entities understand the urgency of emergency preparedness in the advent of a catastrophic event. The Federal Transit Administration collaborated with the American Public Transit Association and has developed the Emergency Response and Preparedness Program as a voluntary industry mutual aid assistance program. It is designed to assist fellow transit systems and their cities, regions and states in the event of an emergency evacuation temporary transit operational needs that may arise from hurricanes or other emergencies. APTA has

requested that transit properties that are willing to participate in this program sign a mutual aid assistance program agreement to provide aid when the need arises. The aid could be in the form of vehicles, equipment or human resources. In the event LYNX provided assistance to another agency, LYNX would invoice them for all costs and expenses which they in turn can get reimbursement from FEMA and vice versa. This is voluntary and participation would be dependent on available resources at that time. Staff is requesting to execute the mutual aid assistance program agreement with APTA to allow LYNX to participate in this program.

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

7. Information Items

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

8. Other Business

None.

9. Monthly Reports

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

10. Executive Session

Postponed until the July meeting.

Meeting adjourned at 11:10 a.m.

Consent Agenda Item #6.A. i

To: LYNX Board of Directors

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

Phone: (407) 254-6100

Item Name: Authorization to award a contract for RFP#07-026/ASG Banking Services

Date: 6/28/2007

ACTION REQUESTED:

Staff requests the Board of Directors' authorization for the Chief Executive Officer or her designee to issue a contract to Bank of America, to perform the services as outlined in the LYNX Request for Proposal (RFP) #07-026, Banking Services. This contract is for three years, including two option years, with fixed unit prices (rates and fees). In addition, staff is requesting to extend the current contract with SunTrust on a month-to-month basis until the transition to Bank of America is complete.

BACKGROUND:

LYNX entered into a contract with SunTrust Bank for these services in early 2002. The current contract with SunTrust including all available options and a 150 day extension expires July 30, 2007.

In accordance with LYNX Board approval, an RFP was issued on March 28, 2007. Posted on the LYNX web site, fifteen (15) "plan holders" downloaded the solicitation through our business-to-government provider, Onvia Corporation ("DemandStar.com"). Approximately 270 firms were notified of the RFP issuance by Onvia through e-mail and facsimile broadcast. The proposal due date was April 27, 2007. Five (5) proposals were received on that date from the following firms listed in alphabetical order:

1. Bank of America
2. Fifth Third Bank
3. Mercantile Bank
4. SunTrust Bank
5. Wachovia

RFP EVALUATION

1. For this particular RFP, Phase I, “Determination of Responsiveness,” the LYNX Contracts staff deemed the five proposals received “Responsive”.

2. For the Phase II, LYNX established a Source Evaluation Committee (SEC) to independently review and evaluate the “responsive” proposals. The SEC was convened on May 30, 2007, June 28, 2007, and July 11, 2007 and was composed of five LYNX voting staff members:

- Bert Francis, Chief Financial Officer
- Blanche Sherman (Project Manager for this RFP), Manager of Finance
- Sandy Moss, Supervisor of Accounts Payable
- Linda Maxwell, Supervisor of Accounts Receivable
- Starlin Rolle, Supervisor of Financial Reporting

Due to the significant decrease in cost proposed by each institution compared to the current fees being charged, the SEC closely reviewed and analyzed the costs proposed by each bank to ensure accuracy. In particular the SEC requested a clear understanding of rates, prices, and amounts proposed for providing cash vault services, earnings credit ratings, compensating balances, and reserves. On July 11, 2007, all five (5) proposers were invited to perform oral presentations to confirm the costs proposed and provide other information and clarifications as requested by LYNX staff.

3. For the Phase III, the SEC convened on July 12 and 13, 2007 to discuss the strengths and weaknesses and to evaluate each proposal based on the following criteria as set forth in the RFP:

Category A: Previous Experience Providing Similar Service (Maximum points - 30)

- Experience, resources, and qualifications of the financial institution and individuals
- Relevant experience managing similar relationships. Financial strength of proposing institution
- Bank locations (i.e., availability for personal services and consultation)

Category B: Work/Project Management Plan (Maximum points - 30)

- Understanding needs and operational requirements of LYNX
- Plan meeting all program requirements
- Scope of Services
- Quality of scope of Conversion Plan
- Quality and conciseness of proposal
- Custodial/Trust Services
- Adequacy of controls and protection against loss

Category C: Cost Proposal (Maximum points - 20)

- Proposed fees and compensation to LYNX

Category D: Creative Approach (Maximum points - 20)

- The value of any new product or service suggestions or other new ideas and enhancements
- Additional benefit(s) to LYNX, and/or the LYNX customers

4. The following is a summary of the evaluation results:

RFP No. # 07-026 TITLE: BANKING SERVICES

SUMMARY EVALUATION FORM

Proposer's Name	AVERAGE SCORE
BANK OF AMERICA	93.8
SUNTRUST	89.2
FIFTH THIRD BANK	63.6
WACHOVIA	85.2
BANK MERCANTILE	54.8

NOTE: RANKING METHODOLOGY

THE CONTRACT ADMINISTRATOR RECORDED THE INDIVIDUAL FIRM'S FINAL SCORE FROM EACH OF THE SEC MEMBER/EVALUATOR'S FORM D. THE FINAL SCORE IS THE AVERAGE OF ALL THE EVALUATORS' SCORES.

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Based on the above results, Bank of America received the highest average score of 93.8 with SunTrust closely following with an average score of 89.2. Bank of America, proposed to provide the same level of exceptional service with a more competitive pricing structure. Therefore the SEC recommends awarding the contract for banking services to Bank of America.

FISCAL IMPACT:

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

Consent Agenda Item #6.B. i

To: LYNX Board of Directors

From: Lisa Darnall
CHIEF OPERATING OFFICER
Bert Francis

Phone: 407.841.2279 ext: 6036

Item Name: Authorization to Extend Contracts
~ Bennett Lease

Date: 7/26/2007

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to enter into a one month lease extension agreement with Bennett Truck Equipment Incorporated in the amount of \$21,280 and to amend the FY2007 Operating Budget, accordingly.

BACKGROUND:

LYNX entered into a lease agreement with Dr. Phillips, Inc. in October 1995 for 6.48 acres of commercial property located at 1925 W. Princeton Street to maintain and dispatch fixed route buses. The term of the agreement was for five years and we executed an extension for an additional six years that terminated September 30, 2006.

Following discussions with Dr. Phillips to extend the lease, we were notified that an extension would not be granted and steps were taken to secure a temporary site. Approximately fifteen sites were visited to locate the most suitable property. Following the review and consultation with LYNX' consultants, Earth Tech, staff determined that the Bennett Truck Equipment, Inc. site proved to be the best property available. Additionally, the site is in close proximity to our existing facility on South Street that will need to support daily operational requirements such as fare collection retrieval, washing and fueling the Princeton Street vehicles.

The site is on 2.4 acres of land located at 3620 Old Winter Garden Road in Orlando. The term of the extended lease agreement is for a period of one month effective August 17 and terminating September 17, 2007. It is our intention to only occupy the facility for an additional one month. Under the Lease, LYNX has the right to terminate the lease on 5 days notice. It should be noted that the owner/landlord has entered into a contract to sell the land; so future extensions may be difficult if needed.

FISCAL IMPACT:

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The cost for this activity is not to exceed \$21,280 at a rate of \$21,280 per 30-day period for one month. The additional \$21,280 will be grant funded and requires an amendment to the FY2007 budget.

THIRD AMENDMENT TO LEASE AGREEMENT

THIS THIRD AMENDMENT TO LEASE AGREEMENT (the **“Fourth Amendment”**) made and entered into this ___ day of August, 2007 by and between:

BENNETT TRUCK EQUIPMENT, LLC., a Florida limited liability company, P. O. Box 593865, Orlando, Florida 32859-3865 (hereinafter referred to as the **“Landlord”**)

And

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

WITNESSETH:

WHEREAS, on or about September 8, 2006, the Landlord and the Tenant executed that certain Lease Agreement (the **“Initial Lease”**) dated September 9, 2006 pursuant to which the Landlord leased to the Tenant certain premises located at 3620 Old Winter Garden Road, Orlando, Florida; and

WHEREAS, the term of the lease expires on August 16, 2007, and the Landlord and the Tenant wish to extend the Term as set forth in this Fourth Amendment.

NOW, THEREFORE, the parties do hereby agree as follows:

1. **DEFINITIONS.** Unless defined in this Fourth Amendment, capitalized terms contained herein shall have the meanings set forth in the Fourth Amendment.

2. **EXTENSION OF TERM.** The term of the lease is hereby extended from August 17, 2007 to September 17, 2007.

3. **RATIFICATION.** Except as modified by this Fourth Amendment the parties do hereby ratify and confirm the Lease. Hereafter, the term “lease” shall mean and include this Fourth Amendment

4. **HAZARDOUS WASTE:** The Landlord has the right to enter upon the Premises to undertake any environmental remediation of the soils issues that may inhibit the sale of the property.

IN WITNESS WHEREOF, the parties have executed this lease at Orlando, Florida, on the date first shown above.

Signed, sealed and delivered
In the presence of:

**BENNETT TRUCK EQUIPMENT,
LLC, A Florida limited liability
company**

(Signature of Witness)

By: _____

(Print Name of Witness)

Print Name: _____

Date: _____

(Signature of Witness)

(Print Name of Witness)

As to the "Landlord"

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

(Signature of Witness)

By: _____

(Print Name of Witness)

Print Name: _____

Date: _____

(Signature of Witness)

(Print Name of Witness)

As to the "Tenant"

Consent Agenda Item #6.B. ii

To: LYNX Board of Directors

From: Lisa Darnall
CHIEF OPERATING OFFICER
Bert Francis
(Technical Contact)

Phone: 407.841.2279 ext: 6036

Item Name: Authorization to Extend Contracts
~ Lonnie H. Lacy Lease

Date: 7/26/2007

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to enter into a one month lease extension agreement with Lonnie H. Lacy in the amount of \$800 and to amend the FY2007 budget accordingly.

BACKGROUND:

LYNX entered into a lease agreement with Dr. Phillips, Inc. in October 1995 for 6.48 acres of commercial property located at 1925 W. Princeton Street to maintain and dispatch fixed route buses. The term of the original and extended lease agreement terminated September 30, 2006. Staff discussed options with Dr. Phillips, Inc. beginning December 2005 to extend the lease, however, was unable to secure an extension that would coincide with the completion of the LOC.

Immediately following notification that an extension for the Princeton Facility would not be granted, steps were taken to secure a temporary site. Approximately fifteen sites were visited to locate the most suitable property. Following the review and consultation with LYNX consultants, Earth Tech, staff determined that the Bennett Truck Equipment, Inc. site proved to be the best property available. The only drawback for this site was that there was not sufficient space to accommodate employee parking for approximately 288 employees. However, adjacent to the Bennett Truck Equipment, Inc facility a vacant lot was available for lease.

The 1.23 acre site is located adjacent to the Bennett Truck Equipment, Inc. property at 3650 Old Winter Garden Road in Orlando and is sufficient for staff parking needs. The term of the lease agreement was for a period of nine months effective September 15, 2006 and terminating June 15, 2007, which was extended twice until August 17, 2007. LYNX is requesting an additional extension for one month effective August 17, 2007 and terminating September 17, 2007. The extension will allow LYNX to continue to use the facility as a parking lot during the completion of the new LYNX Operations Center (LOC). However, it is our intention to only occupy the

facility until we can move into the LOC. Under the Lease, LYNX has the right to terminate the lease on 5 days notice.

FISCAL IMPACT:

The cost of this activity is not to exceed \$800 for the one month extension. The additional \$800 will be grant funded and requires an amendment to the FY2007 budget.

SECOND AMENDMENT TO LEASE AGREEMENT
(Parking Lot)

THIS SECOND AMENDMENT TO LEASE AGREEMENT (the **“Third Amendment”**) made and entered into this ___ day of August, 2007 by and between:

LONNIE H. LACY, 617 East Colonial Drive, Orlando, Florida 32803 (hereinafter referred to as the **“Landlord”**)

And

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

WITNESSETH:

WHEREAS, on or about September 15, 2006, the Landlord and the Tenant executed that certain Lease Agreement (the **“Initial Lease”**) dated September 9, 2006 pursuant to which the Landlord leased to the Tenant certain premises located at 3650 Old Winter Garden Road, Orlando, Florida; and

WHEREAS, the term of the lease expires on August 16, 2007, and the Landlord and the Tenant wish to extend the Term as set forth in this Third Amendment.

NOW, THEREFORE, the parties do hereby agree as follows:

1. **DEFINITIONS.** Unless defined in this Third Amendment, capitalized terms contained herein shall have the meanings set forth in the Third Amendment.

2. **EXTENSION OF TERM.** The term of the lease is hereby extended from August 17, 2007 to September 17, 2007.

3.. **RATIFICATION.** Except as modified by this Third Amendment the parties do hereby ratify and confirm the Lease. Hereafter, the term “lease” shall mean and include this Third Amendment.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties have executed this lease at Orlando, Florida, on the date first shown above.

Signed, sealed and delivered
In the presence of:

LONNIE H. LACY

(Signature of Witness)

By: _____

(Print Name of Witness)

Print Name: _____

Date: _____

(Signature of Witness)

(Print Name of Witness)

As to the "Landlord"

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

(Signature of Witness)

By: _____

(Print Name of Witness)

Print Name: _____

Date: _____

(Signature of Witness)

(Print Name of Witness)

As to the "Tenant"

Consent Agenda Item #6.C. i

To: LYNX Board of Directors

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

Phone: 407.841.2279 ext: 6036

Item Name: Miscellaneous
~ Authorization to execute an agreement with the Commission for the Transportation Disadvantaged for Medicaid non-emergency transportation

Date: 07/26/2007

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to execute a contract amendment (Amendment #3) with the Florida Commission for the Transportation Disadvantaged to continue providing Medicaid Non-Emergency Transportation through December 31, 2007.

BACKGROUND:

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

In the State Fiscal Year 2007, additional funding was added to the statewide Medicaid NET allocation, resulting in LYNX receiving an increase in our monthly allocation to \$500,947 (\$6,011,364 annually).

For Fiscal Year 2008, AHCA has elected to enter into a six month contract amendment/extension with the CTD. The Amendment #3 between LYNX and the CTD extends the current agreement by six months and maintains the monthly allocation at the same level as FY2007 (\$500,947 monthly).

Additional Medicaid Health Maintenance Organizations (HMOs) will begin providing transportation services to their enrollees on September 1, 2007. AHCA plans to reduce allocations beginning in September 2007 through an additional amendment, which we expect to bring to the Board in August 2007.

To summarize, the LYNX Medicaid Non-Emergency Transportation contract will be extended for six months (through December 31, 2007) with allocations remaining the same as FY2007 (\$500,947) for the months of July and August 2007. September to December 2007 allocations will be reduced, but the actual amount is unknown at this time.

FISCAL IMPACT:

There will be no fiscal impact for the months of July and August 2007. Staff is estimating that LYNX will receive no more than a \$90,000 monthly reduction in allocations (revenues) for September to December 2007. The reduction in trips and expenses associated with the allocation reduction should be proportional, and should not have a negative fiscal impact. This decreased dollar amount has been included in the Paratransit Operations Division's Fiscal Year 2008 Operating Budget.

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:	Authorization to execute an interlocal agreement with the City of Orlando to administer a bus shelter advertising program within the Orlando City limits
Date:	7/26/2007

ACTION REQUESTED:

Staff is requesting the Board's authorization for the Chief Executive Officer (CEO) or designee to continue negotiations with the City of Orlando to execute an inter-local agreement for the administration of an advertising bus shelter program.

BACKGROUND:

For nearly a year and a half, the City of Orlando and LYNX have been in discussions about establishing a partnership to improve the comfort of LYNX passengers within the city limits of Orlando. This partnership will include the placement of transit shelters throughout the city limits to protect LYNX passengers from the elements as they wait for connecting buses.

Formalizing this agreement is in accordance with the City's Growth Management Plan (GMP) adopted in 1991, which states the City is committed to developing a balanced transportation system that supports building a livable community and improves access and travel choices through enhancement of roads, public transit, bicycle and pedestrian systems, intermodal facilities, demand management programs and traffic management techniques. Further, the GMP requires the City to support provisions for transit passenger convenience such as information programs which acquaint travelers with transit routes and available services, weather protection at selected stops along transit routes, lighting and emergency call boxes at selected stops.

The terms of the agreement are exclusively perpetual until such time either party determines that it is necessary to end the relationship. The first year of the agreement will result in at least 20 shelters being installed within the project area and 20 additional shelters in the second year. The 20 shelters a year baseline may be increased based on the approach the two agencies agree upon to install and maintain the shelters as well as administer the advertising program.

LYNX currently has an existing agreement with Signal Communication for the administration of a shelter program in unincorporated Orange County. Since this contract is exclusive to unincorporated Orange County, LYNX will need to conduct a competitive process to determine its method of administering this program within the City of Orlando. At this time, staff believes that it has at least three options for administering the program. First, it can award a contract to an advertising agency who will share in the net proceeds of the advertising revenue after covering the depreciation of the shelter and its monthly maintenance. Second, an advertising agency can propose providing LYNX with a guaranteed amount of revenue from the sale of advertisement. Last, LYNX can administer the program internally by installing the shelters and selling advertising with its staff similar to the way we handle bus advertising. At any rate, the City is looking for LYNX to administer this program at no expense to the City. Any revenue derived from the sell of advertising must either be used for the installation of more shelters or defray the costs of transit services within the city limits of Orlando.

It is the staff's intent to release a request for information (RFI) no later than October 2007 and make a determination of how it will administer the program by January 2008. Staff will keep the Board apprised of the development of the City's shelter program as it continues to develop.

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

The execution of the inter-local agreement will not have a DBE component.

FISCAL IMPACT:

At this time there will not be a financial impact for the execution of the agreement. However, staff will issue a Request for Information to determine the best approach to procure the shelters and administer the bus shelter advertising program.

INTERLOCAL AGREEMENT

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

By and between

City of Orlando, Florida,

and

Central Florida Regional Transportation Authority d/b/a LYNX

Orlando City Council
Regular Meeting of Monday, Month DD, 2007

Central Florida Regional Transportation Authority Governing Board
Regular Meeting of Day, Month DD, 2007

THIS DOCUMENT PREPARED BY:

Kyle Shephard, Esq.
Fla. Bar No. 0693960
Assistant City Attorney

Patrick T. Christiansen, Esq.
Fla. Bar No. 0146230
General Counsel

City of Orlando
Orlando City Hall
400 S. Orange Ave.
Orlando, Florida 32801
(407) 246-2295

AKERMAN SENTERFITT
CNL Tower II, Suite 1200
420 South Orange Avenue (32801)
Post Office Box 231
Orlando, Florida 32802-0231
(407) 419-8545

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THIS INTERLOCAL AGREEMENT (the “Agreement”), made in the City of Orlando, County of Orange, State of Florida, this _____ day of Month, 2007, is made and entered into by and between the **CITY OF ORLANDO, FLORIDA**, a Florida municipal corporation duly created, organized, and existing under, and by virtue of, the laws of the State of Florida, and having its principal place of business at Orlando City Hall, 400 S. Orange Ave., Orlando, Florida 32801 (the “City”), and the **CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY, d/b/a LYNX**, a Florida body politic and corporate, duly created, organized, and existing under, and by virtue of, Part II, Chapter 343, Florida Statutes, and having its principle place of business at Lynx Central Station, 455 N. Garland Ave., Orlando, Florida 32801 (the “Authority”).

WITNESSETH

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

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

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

WHEREAS, the City Council of the City of Orlando, Florida (the “Orlando City Council”), hereby finds and declares that increasing automobile congestion and continued population and employment growth in the City requires that City and Authority assist each other in the development, operation, and maintenance of a convenient, efficient, safe and comfortable transit system; and

WHEREAS, Goal 1 of the Transportation Element of the City’s Growth Management Plan (the “GMP”), adopted August 12, 1991, amended June 18, 2001, and as further amended from time to time, states that City is committed to developing “a balanced transportation system that supports building a livable community and improves access and travel choices through enhancement of roads, public transit, bicycle and pedestrian systems, intermodal facilities, demand management programs, and traffic management techniques”; and

WHEREAS, City’s GMP Transportation Element Policy 1.14.6 requires that City “encourage the Central Florida Regional Transportation Authority (dba Lynx) [*sic*] to coordinate

routing of the regional service and location of transit facilities with the location of activity centers and high intensity mixed use corridors...”; and

WHEREAS, City’s GMP Transportation Element Policy 1.14.7 requires that City “monitor and affect as needed the operations of the Central Florida Regional Transportation Authority (dba Lynx) [*sic*] within the City of Orlando related to service levels, fare structures, ridership projections, financial needs, and recommended funding sources”; and

WHEREAS, City’s GMP Transportation Element Policy 1.14.3 requires that City “support provisions for transit passenger convenience such as...[i]nformation programs which acquaint travelers with transit routes and available services...[w]eather protection at selected stops along transit routes...[c]lear signage which identifies transit stops...[l]ighting and emergency call boxes at selected stops...[r]oute map signs at designated transit stops...”; and

WHEREAS, Goal 3 of the Transportation Element of the City’s GMP requires that City “[d]evelop a financially feasible transportation system which meets the accessibility needs of the city residents”; and

WHEREAS, the City’s GMP Transportation Element Policy 3.2.2 requires, in part, that City “pursue new sources of transportation funding to fully implement this element”; and

WHEREAS, the City’s GMP Transportation Element Policy 3.3.3 requires that City “actively support the establishment of dedicated revenue sources for public transit”; and

WHEREAS, the GMP is City’s “comprehensive plan” for purposes of the Local Government Comprehensive Planning and Land Development Regulation Act, Part II, Chapter 163, Florida Statutes; and

WHEREAS, the Orlando City Council adopted the Downtown Orlando Transportation Master Plan on December 11, 2006, which establishes the guiding principles of reliability, convenience, and attractiveness for transit facilities and services in Downtown Orlando; and

WHEREAS, recognizing that section 337.408(1), Florida Statutes, provides that “[b]enches or transit shelters, including advertising displayed on benches or transit shelters, may be installed within the right-of-way limits of any municipal, county, or state road, except a limited access highway; provided that such benches or transit shelters are for the comfort or convenience of the general public, or at designated stops on official bus routes”, the Orlando City Council hereby finds and declares that Transit Shelters, as defined by this Agreement, and as provided pursuant to this Agreement, are for the comfort and convenience of the general public, and further, that pursuant to this Agreement such Transit Shelters will be provided and maintained by Authority only at designated stops on official bus routes as provided by Authority; and

WHEREAS, recognizing that section 337.408(1), Florida Statutes, also requires that “written authorization [be] given to a qualified private supplier of such service by the municipal government within whose incorporated limits such benches or transit shelters are installed”, the Orlando City Council hereby declares its intent that this Agreement shall constitute such “written authorization” for the purposes of section 337.408(1), Florida Statutes; and

WHEREAS, the Orlando City Council hereby finds and declares that a convenient, efficient, safe and comfortable bus transit system offers a practicable and sensible transportation alternative to private automobile travel within the jurisdictional boundaries of City; and

WHEREAS, pursuant to Title XXVI, Florida Statutes, and other law of the State of Florida, City enjoys certain governmental, corporate, and proprietary powers in relation to certain public roadways and rights-of-way within the jurisdictional boundaries of City, and City desires to grant a license to Authority under the terms and conditions of this Agreement, and Authority desires to accept said license under the terms and conditions of this Agreement, for the purpose of Authority providing, or causing to have provided, Transit Shelters, as defined and described more fully hereinafter, within the jurisdictional boundaries of City; and

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

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

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

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

- a. "Agreement" means this Agreement and its incorporated attachments and exhibits, as the same may be amended from time to time.
- b. "Contract" means an agreement between Authority and a Contractor relating to the construction, installation, operation, and maintenance of Transit Shelters in the City of Orlando, Florida, or any portion of the foregoing as the Authority may in its discretion determine, in accordance with this Agreement.
- c. "Contractor" means any person who enters into a Contract with the Authority for the purpose of constructing Transit Shelters or administering the transit program. It does not include, however, persons who contract with the Authority for the design of Transit Shelters or other similar matters such as cleaning, repair, etc.
- d. "Fixed Route Public Transit Services" means generally public transit within the city limits provided by the Authority which may include its general bus service, LYMMO service, etc.
- e. "Net Revenue" means all advertising revenue derived by the Authority from Transit Shelters constructed and operated by the Authority pursuant to this Agreement, less (i) all expenses associated with construction, maintenance and operation of said Transit Shelters, and (ii) overhead for the Authority, as

elaborated in Section _____ below. In regard to capital costs, they will be expensed each year, as incurred and not amortized.

- f. "Transit Shelter" means any City and Authority approved passenger shelter, other item or facility provided for the use, comfort, and convenience of Authority transit customers as described in the Customer Amenities Manual published by Authority from time to time. Transit Shelters do not include any shelters provided by transit private entities on their own property.
- g. "Transit Shelter Site" means a specified area within or adjacent to City right-of-way designated by City and Authority for the location of a Transit Shelter. The term intends to refer to a complete shelter and not isolated bus facilities such as a bench, etc.

3. Right to Construct Transit Shelters. Pursuant to the terms and conditions of this Agreement, the Authority shall have the right to locate, construct and maintain Transit Shelters within the City. The Authority may undertake any or all of said matters itself or may, as set forth in Section 8 below, engage one or more Contractors to undertake any or all of said matters.

4. Number of Transit Shelters to be Constructed. Authority shall use its best efforts to install and maintain during the initial two years following the Effective Date (as defined below) of this Contract the following number of Transit Shelters:

First Year	Not Less Than _____
Second Year	Not Less Than _____ Additional Transit Shelters

At no time after the end of the second year shall Authority maintain less than said number of Transit Shelters within the jurisdictional boundaries of City, subject to repair and replacement and damage to Transit Shelters caused by matters beyond the control of the Authority. After the second year of this Agreement, LYNX shall continue to have the right to construct and maintain Transit Shelters in accordance with the terms of this Agreement and LYNX will exercise its reasonable and best efforts to increase the Transit Shelters within the City of Orlando.

5. Relationship to Existing Transit Shelter Arrangements. City and Authority both represent, acknowledge, and fully understand that both parties may currently be party to other agreements, contracts, and arrangements related to the construction, installation, operation, and maintenance of Transit Shelters and similar facilities. Nothing in this Agreement shall be construed to impugn the integrity of those obligations, and both parties retain the right to enter into other such agreements, contracts, and arrangements at their sole discretion. However, nothing contained herein shall alter the exclusive rights granted to the Authority as set forth in Section 6.

6. Exclusivity. Subject to the provisions of Section 5 above for Transit Shelters constructed as of the Effective Date hereof, the rights granted the Authority to construct Transit Shelters in the City of Orlando is exclusive; therefore, during the term of this Agreement, the City shall not

grant to any other person any rights to construct Transit Shelters within the City of Orlando. [Need to address any other existing agreements in light of exclusivity.]

7. Disposition of Net Revenue from Transit Shelters. All revenue derived by Authority from advertising associated with the Transit Shelters, along with expenses related thereto, shall be separately accounted for by Authority for accounting purposes. All earnings on investments made with funds in the separate account shall likewise be separately accounted for. Net revenue arising from advertising associated with the Transit Shelters shall be used by Authority only for the benefit of Fixed Route Public Transit Services provided by Authority within the jurisdictional boundaries of City; however, if a particular route or service impacts both the area within the City and outside the City, the Authority can utilize the funds for that service provided that the service within the City is at least a material or a substantial portion of that service (meeting ___% or more). Authority agrees to provide an accounting of its advertising receipts along with its payment.

8. Right of Authority to Utilize Contractor Regarding Transit Shelters. Subject to the terms and conditions of this Agreement, Authority shall have the right, from time to time, to have the matters relating to the Transit Shelters performed by one or more Contractors or, in its discretion, the Authority may undertake said matters. Should the Authority elect to do so, the following provisions will apply:

- a. The Contractor in the Contract shall agree to defend, indemnify, and hold harmless both the Authority and the City, and each of its officers, director, agents, and employees, whether elected, appointed, or otherwise (collectively referred to as the “Indemnitees” and individually as the “Indemnitee”) from and against any and all liabilities, losses, damages, costs, expenses, claims, obligations, penalties and causes of action (including without limitation, reasonable fees and expenses for attorneys, paralegals, expert witnesses and other consultants at the prevailing market rate for such services) whether based upon negligence, strict liability, absolute liability, product liability, misrepresentation, contract, implied or express warranty or any other principle or theory of law or equity, that are imposed upon, incurred by, or asserted against Indemnities or which Indemnitees may suffer or be required to pay and which arise out of or relate in any manner from Contractor’s performance of or failure to perform any of its obligations or duties under its Contract, and which are caused in whole or in part by Contractor, or any of their respective agents, employees, officers, directors, contractors, subcontractors, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable.
- b. The Contract will require the Contractor to separately account for all revenue and expenses associated with its services under the Contract.
- c. The City (as well as the Authority) shall have the right to undertake an audit of the books and records of the Contractor.
- d. The Contractor shall be subject to the reasonable approval of the City.

- e. The Authority shall submit to the City a copy of the executed Contract.
- f. The Contract will provide that the Contractor is an independent contractor and not the agent of either the City or the Authority.
- g. The Contractor will provide insurance in accordance with the insurance coverage policies of City or Authority, whichever provides the higher level of protection, typically required of private outside service providers. City shall be named as an additional insured on all such policies.

9. Procedure to Follow for the Selection and Location of Transit Shelter Sites. The following process or procedure shall apply with respect to the selection and approval of Transfer Shelter Sites:

- a. The location and siting of each individual Transit Shelter Site shall be subject to review and approval by City.
- b. For each Transit Shelter proposed by Authority, Authority shall submit to City a site plan, including legal description, construction drawings consistent with the Florida Building Code, and any and all other materials required by the Orlando City Code or otherwise reasonably necessary for City to adequately review and respond to Authority's proposal. City hereby conceptually approves of the Transit Shelter sites generally depicted and described in **Exhibit "X"**, attached hereto.
- c. Authority shall be responsible for obtaining all necessary property rights, including right-of-way permits or easements, from any relevant property owner, including other government authorities, other than the City. Approval of the Transit Shelter Site shall constitute approval by the City to locate the Transit Shelter on any City property. City shall not be responsible for acquiring any property interest whatsoever to accommodate the placement of a Transit Shelter at any location. This provisions will not apply if other agreements such as private rights are obtainable.
- d. The above process will be in accordance with the then applicable City Code and other applicable laws.

10. Transit Shelter Advertising.

- a. Authority shall have the exclusive right to place advertising on, in and upon Transit Shelters, subject to the further provisions of this Agreement, and to determine and charge rates for said advertising in its discretion.
- b. Transit Shelters with advertising shall comply with all provisions of Chapter 64, Orlando City Code. All advertising copy shall be subject to relevant policies and procedures of Authority.

- c. Transit Shelter advertising shall not contain any sign or advertising copy greater in size than six feet (6') by four feet (4'). No sign shall be permitted on the roof or above the roofline of the Transit Shelter. No more than one advertising sign shall be permitted on any Transit Shelter, however, the advertising sign may exhibit two faces that are equal in size and continued within the common perimeter and that each face be visible from opposite directions.
- d. All Transit Shelters shall include a panel designed for the display of information by Authority related to route and fare information, and shall include a distinct panel designed for and set aside for the use by City for the display of information related to City news and events. In regard to any displays for the City, the City will maintain those displays. (Determine the size of those panels.)

11. Additional Provisions Regarding Ownership and Maintenance of Transit Shelters.

- a. Authority shall enjoy full title and ownership of all Transit Shelters. In the event this Agreement is terminated for any reason, the Authority shall continue to own the Transit Shelters then either constructed or for which a permit has been obtained, and be entitled to continue to own and operate said Transit Shelters, including the right to provide for advertising under Section 10 above.
- b. City shall have the right to make unannounced inspections of the Transit Shelters.
- c. Every Transit Shelter shall be cleaned at least once per week according to standards and procedures promulgated by Authority and subject to review and acceptance by City. This will include emptying all trash at the Transit Center. The frequency of service shall be doubled at Transit Shelters that receive five (5) or more documented complaints per calendar month. The area within a twenty-five feet (25') radius shall be cleaned, including the raking and disposal of cigarette butts and other litter and debris. Authority shall high pressure wash the Transit Shelter, including the concrete pad, no less than once per quarter, or more frequently if necessary. Damage, broken glass, graffiti, and lighting problems shall be repaired within forty-eight hours (48) of being reported to Authority. All grass areas within twenty-five (25') of a Transit Shelter shall be maintained at a height not to exceed four (4) inches. All foundations and sidewalks within this perimeter shall be edged at each cutting. Any ant colony, wasp or hornet nests within the twenty-five foot (25') radius shall be exterminated during each cutting. Once per month Contractor shall supply and certify to Authority a maintenance log for each Transit Shelter, which log shall contain information related to the date of each cleaning and maintenance visit to the Transit Shelter and, if applicable, a brief description of any special maintenance or repair necessary during that particular month.
- d. All Transit Shelters shall be lit, at no expense to City or the Orlando Utilities Commission. Illumination of Transit Shelters shall be, at a minimum from dusk to midnight, and from 5:00 a.m. to dawn. The minimum level of lighting at ground level shall be 1.5 to 2.0 foot-candles average. Lighting of the Transit

Shelters shall be separate from any lighting provided for the advertising panels. All electric power provided to Transit Shelters shall be provided by photovoltaic panels, if feasible; the Authority may utilize other lighting sources.

- e. Seriously damaged or destroyed Transit Shelters shall be secured by Authority within twenty-four (24) hours of Authority receiving notice of such condition. Nothing in this Agreement shall prevent City from securing or removing a Transit Shelter immediately if such Transit Shelter is deemed to pose a serious and present danger to the public safety.
- f. Authority shall be fully responsible for complying with all requirements of the Americans with Disabilities Act of 1990.
- g. Authority shall not remove or substantially alter any Transit Shelter without the express and prior written consent of City. However, Transit Shelters can be moved for safety reasons or for change in circumstances.
- h. All Transit Shelters shall display the address for easy identification and shall also display a toll-free number for the purpose of reporting maintenance and cleanliness issues. At Authority's option, a standard ID system can also be used.

12. Transit Shelter Design.

- a. City hereby approves the conceptual Transit Shelter design as depicted and described in **Exhibit “ ”**, attached hereto. All technical or design modifications to any Transit Shelter shall be reviewed by and subject to approval by City.
- b. Transit Shelters shall meet all requirements of the Florida Building Code, as may be amended from time to time. Transit Shelters shall be adequately grounded and provide lightning protection for persons within the Transit Shelter.
- c. Transit Shelter design, location and operation will be in accordance with City Code and other applicable laws.

13. Annual Status Report. For the term of this Agreement, Authority shall submit to City an annual status report evidencing and certifying substantial compliance with each of the terms and conditions of this Agreement, and shall include a financial report of all revenues derived by Authority from the rights and privileges contained herein. Each annual status report shall be delivered to City by no later than January 31st of each year and such report shall cover the preceding calendar year. Each annual report shall be in a form reasonably acceptable to City.

14. Compliance with Federal Law. In accordance with section 337.408, Florida Statutes, as amended from time, no bench, transit shelter, or waste disposal receptacle, or advertising thereon, shall be erected or so placed on the right-of-way of any road which conflicts with the requirements of federal law, regulations, or safety standards, thereby causing the state or any political subdivision the loss of federal funds. The purpose of this part is to provide a contractual right of action between the parties hereto for the enforcement of section 337.408, Florida Statutes, as amended from time to time.

15. Right to Audit. Authority shall maintain and keep, or will cause to be maintained and kept, full and accurate books and records, and any other accounting or financial documents or records, invoices, general ledgers, accounts receivable records, accounts payable records, payroll records, or other materials as is reasonably necessary to audit, track, and verify all revenues and expenditures related to the rights and privileges contained herein. Authority shall retain and maintain or cause such books and records to be retained and maintained for at least five (5) years after the termination date of this Agreement. For the term of this Agreement, and for five (5) years after the termination date of this Agreement, City, and any third party auditor designated by either of them shall have the right to independently examine, audit, inspect, and transcribe the books and records of Authority as describe in this part. Authority shall make or cause to be made available such books and records for the aforesaid purpose. City agrees that any auditor that it designates to act pursuant to this part shall either be knowledgeable in auditing such books and records or shall joint venture the engagement with another auditor having such knowledge and experience. Any books and records required to be disclosed to City pursuant to this part shall be subject to reasonable confidentiality restrictions not inconsistent with law, and shall be available for review during normal business hours on reasonable notice at the offices of Authority in downtown Orlando and may not be removed or copied without the consent of Authority, which consent will not be unreasonably withheld. Such review shall be conducted in such a manner as to minimize, to the extent practicable, disruption and inconvenience to Authority and its staff. Internal control standards and records required thereby shall be made available for review to the auditor. The reasonable costs and expenses of incurred by each party under this part shall be borne by each respective party. The rights granted City under this part shall be in addition to and not in limitation of any other inspection or audit rights that City may have under law.

16. Insurance. As the Authority is a public body entitled to the benefit of sovereign immunity, the Authority shall not be obligated itself to provide any insurance in connection with Transit Shelters. However, should the Authority Contract with any Contractors, then that Contractor shall be required to provide insurance in accordance with the insurance coverage policies of City or Authority, whichever provides the higher level of protection, typically required of private outside service providers. City shall be named as an additional insured on all such policies.

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

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

If to the City: City Clerk
City of Orlando
Orlando City Hall
400 S. Orange Ave.
Orlando, Florida 32801
Telephone: (407) 246-2251
Facsimile: (407) 246-3010

with copy to: Director, Economic Development Department
City of Orlando
Orlando City Hall
400 S. Orange Ave.
Orlando, Florida 32801
Telephone: (407) 246-2821
Facsimile: (407) 246-2848

with copy to: City Attorney
City of Orlando
Orlando City Hall
400 S. Orange Ave.
Orlando, Florida 32801
Telephone: (407) 246-2295
Facsimile: (407) 246-2854

with copy to: Director, Transportation Department
City of Orlando
Orlando City Hall
400 S. Orange Ave.
Orlando, Florida 32801
Telephone: (407) 246-2522
Facsimile: (407) 246-3392

If to Authority: Linda S. Watson,
Chief Executive Officer
LYNX
455 N. Garland Ave.
Orlando, Florida 32801
Telephone: (407) 841-2279
Facsimile: (407) 246-6320

with copy to: Edward L. Johnson,
Chief of Staff
LYNX
455 N. Garland Ave.
Orlando, Florida 32801
Telephone: (407) 841-2279
Facsimile: (407) 246-6320

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

19. **Assignment.** Authority shall not assign this Agreement, or any portion thereof, without the prior, written consent of City; provided, however, the Authority shall have the right by contract with one or more Contractors to undertake one or more of the duties and obligations of it under this Agreement.

20. **Sovereign Immunity.** Each party to this Agreement is a public agency and is therefore subject to and entitled to the benefits of sovereign immunity provisions under applicable Florida law including specifically Section _____, Florida Statutes. Thus, neither party is entitled or permitted to indemnify the other party, each party is entitled to the benefit and obligations of the limitations of sovereign immunity, and nothing contained in this Agreement shall be interpreted or construed in any way as an indemnification of one party to the other.

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

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

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

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

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

26. Time is of the Essence. All times, wherever specified or anticipated herein for the performance of some obligation hereunder, are of the essence of this Agreement, provided, however, said obligations and the timing and performance of same shall be excused for any matters of force majeure or other matters beyond the reasonable control of any party (e.g. hurricanes, tornados, etc.).

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

28. Captions, Headings, and Table of Contents. The captions, headings, a table of contents of this Agreement are for convenience of reference only and in no way define, limit, or otherwise describe the scope or intent of this Agreement or shall in any way affect this Agreement or the interpretation or construction thereof.

29. Exhibits. Each and every exhibit referred to herein and attached hereto is an essential part of this Agreement and is hereby incorporated into this Agreement.

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

31. Governmental Authorities. Notwithstanding any other provisions of this Agreement, any required permitting, licensing or other regulatory approvals by governmental authorities shall be subject to and undertaken in accordance with the established and lawful procedures and requirements of such authority, as may be applicable, with respect to similar projects or undertakings and in no event shall a governmental authority by virtue of any provision of this Agreement be obligated to take any actions or inactions concerning regulatory approvals except through its established processes.

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

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

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

35. Term of this Agreement. The term of this Agreement shall be 10 (ten) years from the Effective Date, unless terminated earlier pursuant to the Termination of Agreement paragraph hereinafter. This Agreement may be extended in whole or in part upon written agreement of the parties hereto.

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

37. Effective Date. This Agreement shall be effective beginning on the day immediately following this Agreement being filed in the Official Records of Orange County, Florida, unless such day is a Saturday or legal holiday, in which case the next immediately following day that is neither a Saturday or legal holiday shall be the date of effectiveness. This Agreement shall be filed in the Official Records of Orange County, Florida, by Authority, and at Authority's sole expense and effort, by no later than thirty (30) days following execution by the second of the two parties to execute.

38. Termination of Agreement. In the event that Authority fails to timely fulfill any obligation established hereunder, or violates any material covenant, term, or condition of this Agreement, City shall give Authority written notice of such breach, failure, or violation. If such breach, failure, or violation is not cured to the reasonable satisfaction of City within thirty (30) days from the date of the notice, City may terminate this Agreement effective upon such additional notice to such effect or upon such other date as specified in such notice. If City terminates this Agreement pursuant to this part, Authority shall lose any right to install any future Transit Shelters but will be entitled to continue to operate existing Transit Shelters or Transit Shelters which have been approved by the City to that date.

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

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

41. Computation of Time. In computing any period of time prescribed or allowed under this Agreement, the day of the act, event, or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included unless it is a Saturday, Sunday, or legal holiday, in which case the period shall run until the end

of the next day which is neither a Saturday, Sunday, or legal holiday. When the period of time prescribed or allowed is less than seven (7) days, intermediate Saturdays, Sundays, and legal holidays shall be excluded in the computation.

42. Counterparts; Copies. Only one (1) original of this Agreement shall be executed by the parties hereto. The fully executed original version of this Agreement shall be filed in the Official Records of Orange County, Florida, as described in paragraph x herein. The fully executed original version that is returned by the keeper of the Officials Records of Orange County, Florida, shall be kept by the City Clerk of the City of Orlando, Florida. True and accurate telecopies, photocopies, facsimiles, or other mechanical reproductions shall have the same force and effect as the validly executed original, and, in lieu of the validly executed original, any party hereto may use such reproduction of this Agreement in any action or proceeding brought to enforce or interpret any of the provisions contained herein.

43. Entire Agreement. This Agreement, and all the documents and agreements described or referred to herein, including without limitation the exhibits hereto, constitute the entire, full, and complete agreement between City and Authority, with respect to the subject matte hereof, and supersedes and controls in its entirety over any and all prior agreements, understandings, representations, and statements, whether written or oral by either of the parties hereto.

Consider the following provisions:

1. Waiving the fees for the Authority.
2. Expedited review process.
3. Conduit for future electrical connections.

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

FOR THE CITY OF ORLANDO, FLORIDA, a
Florida municipal corporation:

Mayor / Mayor Pro Tempore

ATTEST, BY THE CLERK OF THE
CITY COUNCIL OF THE CITY OF
ORLANDO, FLORIDA:

City Clerk

APPROVED AS TO FORM AND LEGALITY
FOR THE USE AND RELIANCE OF THE
CITY OF ORLANDO, FLORIDA:

City Attorney

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

By: _____

APPROVED AS TO FORM AND LEGALITY
FOR THE USE AND RELIANCE OF THE
CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY:

AKERMAN SENTERFITT

By: _____
General Counsel

[Remainder of page intentionally left blank.]

Exhibit "X"

APPROVED TRANSIT SHELTER DESIGN

DRAFT

Exhibit "Y"

CONCEPTUALLY APPROVED TRANSIT SHELTER SITES

DRAFT

Action Agenda Item #7.B

To: LYNX Board of Directors

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

Phone: 407.841.2279 ext: 6017

Item Name: Authorization to issue an RFP for Consultant Services to Help Develop Strategies for securing Dedicated Funding

Date: 7/26/2007

ACTION REQUESTED:

Staff is requesting the Board's authorization for the Chief Executive Officer (CEO) or designee to issue a Request for Proposal (RFP) for consultant services to help develop strategies for securing dedicated funding.

BACKGROUND:

On an annual basis LYNX staff submit budget requests to three county government and one city government to secure funding to operate the next fiscal year's service. Receiving notification of the actual funding usually does not occur until late summer. This methodology of funding for LYNX does not allow for the future planning of LYNX services, because of the uncertainties of available funding.

SCOPE OF WORK:

It is critical to develop a strategic plan for gaining public support for a stable source of local funding for transit. Because of current staffing levels, work load, lack of experience in this area and a short time-line, professional assistance is needed. At this point all the potential issues and challenges that need to be addressed for this undertaking are not known. However, some of the work that is believed to be necessary for this effort includes assistance in the development of:

- general outreach to obtain input for developing a transit plan that the public supports
- a financial plan to fund a strategic transit plan
- a transit plan that is specific enough for the community to understand and embrace but general enough to appeal to a broad constituency
- a strategy and schedule for community education designed to educate residents on the plan

- key components of the education and informational messages. The messaging effort is focused in two areas: first, immediate messaging about the value of transit and the current system's needs and second, in the future about why it is important to actively support more transit and to publicly fund it
- methods and techniques to effectively communicate educational and informational messages regarding transit and the proposed future plan
- a strategic plan for identifying appropriate revenue sources
- messaging to reach out to a broad and strong array of coalitions involved in the effort, including business interests, non-profit groups, low-income, disadvantaged and other potentially disenfranchised groups
- creative methods of reaching out to coalitions and inspiring involvement in the process

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

This project will not have DBE participation.

FISCAL IMPACT:

The total project cost of this activity is estimated at \$100,000. The funding will be 100% local funds.

Action Agenda Item #7.C

To: LYNX Board of Directors

From: Bert Francis
CHIEF FINANCIAL OFFICER
Jennifer Stults
(Technical Contact)
Doug Jamison
(Technical Contact)
Blanche Sherman
(Technical Contact)

Phone: 407.841.2279 ext: 6047

Item Name: Authorization to execute the First Amendment to Interlocal Funding Agreement in support of the implementation of Flex Bus

Date: 7/26/2007

ACTION REQUESTED:

Staff requests the Board's authorization for the Chief Executive Officer (CEO) or designee to execute the First Amendment to Interlocal Funding Agreement between LYNX and the City of Altamonte Springs in support of the implementation of Flex Bus.

BACKGROUND:

In May 2007 the Board authorized staff to execute an amendment to the existing Joint Participation Agreement (JPA) between LYNX and the Florida Department of Transportation (FDOT). Staff prepared modifications and has forwarded the amendment to the City of Altamonte Springs and FDOT for review and are awaiting their response. The amendment will authorize the roll forward of State TOPs funds and allow the project to move forward through construction. We are finalizing details to include project management and allowable project expenses and expect execution of this document next week.

Staff has drafted the First Amendment to the Interlocal Funding Agreement between LYNX and the City of Altamonte Springs in support of the implementation of Flex Bus. This original agreement was approved Sept 29, 2005 and expired May 29, 2007. The amendment will establish LYNX as the project manager for the project but will also clearly establish Altamonte Springs as the contracting agency for the construction phase of the project. It will also establish the remaining funding for the construction phase and eligibility of cost. The First Amendment will extend the expiration date to May 15, 2008, at which time it is anticipated a second

amendment will be required to extend this funding agreement for total project construction as well as identify funding sources for implementation and operating costs.

FISCAL IMPACT:

The current fiscal impact is a total of \$1,764,053 of which \$1,313,791 is reimbursable from FDOT and \$450,262 from the City of Altamonte Springs paid in prior years.

**INTERLOCAL FUNDING AGREEMENT IN SUPPORT OF THE
IMPLEMENTATION OF FLEXBUS**

THIS FIRST AMENDMENT to the Interlocal Funding Agreement is made and entered into this ___ day of _____ 2007 by and between the **CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY**, body politic and corporate created pursuant to Part II Chapter 343, Florida Statutes (hereinafter "LYNX"), the **CITY OF ALTAMONTE SPRINGS** a municipal corporation created and existing under the laws of the State of Florida (hereinafter "**Altamonte Springs**").

W I T N E S S E T H

WHEREAS, the Interlocal Funding Agreement was made and entered into by LYNX and Altamonte Springs on the 29th day of September 2005; and

WHEREAS, the Project has changed its name from the North Orange/South Seminole Intelligent Transportation Systems (ITS) Enhanced Circulator to FlexBus; and

WHEREAS, the design for the Project has been substantially completed in June 2007; and

WHEREAS, the Project has entered the construction and implementation and deployment phase (hereinafter "Construction Phase"); and

WHEREAS, the total not-to-exceed TOP's funds available for capital cost of the Construction Phase is \$1,313,790.82 available until May 15, 2008 with a matching requirement of 48% State and 52% local; and

WEREAS, Altamonte Springs has secured right-of-way contributions and donations estimated by the Florida Department of Transportation to be worth approximately \$4,695,000 to be used as a funding match, estimated by the Florida Department of Transportation as:

Central Parkway at CenterPoint Circle	\$118,000.00
Douglas Avenue at Central Parkway	\$116,000.00
Boston Avenue at SR 436	\$671,000.00
Essex Avenue at SR 436	\$721,000.00
Westmonte Drive @ SR 436	\$364,000.00
West Town Parkway Extension	\$2,705,000.00; and

NOW, THEREFORE, in consideration of the promises and the mutual covenants herein contained, the parties hereto agree as set forth below:

1. DESIGN PHASE – LYNX and Altamonte Springs will continue to jointly work together with each other and with FDOT to finalize the FlexBus Business Plan to complete the Design Phase of the project.
2. RECITALS – Above recitals are true and accurate and are incorporated by this reference.
3. LOCAL FUNDING FROM DESIGN PHASE – Approximately \$450,262 unobligated local fund remaining from the \$941,443 provided by Altamonte Springs for the Design Phase of the project will roll forward for use in the Construction Phase and Implementation Phase of the project
4. TOPS Funds Recipient – LYNX shall serve as the recipient for TOPS funds for the Construction Phase through a Joint Participation Agreement (hereinafter “JPA”) with the Florida Department of Transportation (hereinafter “FDOT”). TOP’s funds will be made available to Altamonte Springs up to the amount available, less any funds required by LYNX to provide construction management support if required.
5. CONTRACTING AGENCY – Altamonte Springs shall serve as the contracting agency for the Construction Phase of the project.
6. FUNDING MECHANISM – Altamonte Springs will invoice LYNX for costs for turn lane construction, cost of acquisition for right-of-way for these turn lanes, and construction project management. LYNX will reimburse Altamonte Springs, subject to the provisions of the JPA with FDOT, within 15 days of receipt of an eligible invoice. Turn lanes to be constructed are Boston Avenue at State Road 436, Douglas Avenue at Central Parkway, Central Parkway at Douglas Avenue, and Central Parkway at Centerpointe Circle. Costs in excess of the available TOPS funds, less construction management costs if required by LYNX, will be the responsibility of Altamonte Springs. LYNX will have no obligation once TOPS funds have been expended.
7. TERM - This Funding Agreement shall be extended through May 15, 2008. A Second Amendment will be required to extend this Funding Agreement for project construction and implementation costs beyond the turn lane costs in paragraph 4.
8. CONTROLLING LAWS
 - a. This Agreement shall be construed, controlled and interpreted according to the laws of the State of Florida. In any disputes or disagreements regarding the terms of this Agreement, or the failure of the parties to abide by said Agreement, venue shall be in Orange County, Florida. The parties agree to be responsible for their own

costs, expenses and attorney's fees in the adjudication of any dispute.

- b. The parties to this Agreement agree to comply with all applicable federal, state, and local laws, ordinances, rules and regulations pertaining to the actions contemplated by this Agreement to the fullest extent required by law.
 - c. Davis Bacon Wage rates and reporting requirements apply to workers that work more than 20% of their time per work week on the site. The rates for Seminole County Florida for Building Construction Projects should be used for this project in order to meet Davis-Bacon Wage requirements. Altamonte Springs is responsible for ensuring Davis-Bacon Wage requirements are met by any contractor that and documentation is maintained to satisfy any audit of the project.
9. NOTICES - Any notice required under this Agreement shall be in writing and be deemed to be delivered when hand-delivered to the person herein designated, or upon receipt of said notice when deposited in the United States Mail, first class postage prepaid, to such party at the name and address specified below. The parties may from time to time by written notice to the other party change their address for giving of notice as required.

LYNX: Central Florida Regional Transportation
Authority
455 N. Garland Av.
Orlando, Florida 32801

Attention: _____

Attention: Mark Forsyth
Manager of Procurement &
Contracts

ALTAMONTE: City of Altamonte Springs
225 Newburyport Avenue
Altamonte Springs, Florida 32701

Attention: Phillip D. Penland
City Manager

Attention: Franklin W. Martz, II
Director, Community
Redevelopment

Agency and Planning Services

10. **FILING OF AGREEMENT** - This Agreement shall be filed with (a.) the Clerk of the Circuit Court of Orange County, Florida., or such other public official responsible under general or special law for the public records of Orange County, Florida., and (b) the clerk of the Circuit Court of Seminole County, Florida., in accordance with Section 163.01 Florida Statutes.
11. **COUNTERPARTS** - This Agreement may be executed simultaneously and in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
12. **MEDIATION** - The parties to this Agreement acknowledge and hereby agree to resolve any dispute arising from this Agreement in a manner consistent with the requirements of Chapter 164, Florida Statutes.

IN WITNESS WHEREOF, the parties have duly approved this Interlocal Funding Agreement and have authorized the appropriate officers to execute and deliver this Interlocal Funding Agreement, all as of the day and year first written above.

CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY

By: _____
Linda S. Watson
Chief Executive Officer

Date: _____

ATTEST:

Assistant Secretary

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by _____ and _____, the _____ and Assistant Secretary, respectively, of the CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY, the ____ day of _____ 2007. Such persons are personally known to me or have produced _____ as identification.

My commission expires:

(affix notarial seal)

Notary Public

CITY OF ALTAMONTE SPRINGS

By: _____
City Manager

Date: _____

ATTEST:

City Clerk

STATE OF FLORIDA
COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me by PHILLIP D. PENLAND, City Manager of the City of Altamonte Springs, and PATSY WAINRIGHT, City Clerk of the City of Altamonte Springs, the ____ day of _____ 2007. Such persons are personally known to me.

My commission expires:

(affix notarial seal)

Notary Public

Action Agenda Item #7.D

To: LYNX Board of Directors

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

Phone: 407.841.2279 ext: 6047

Item Name: Authorization to amend the LYNX Operations Center (LOC) Project Budget and amend the Capital Budget

Date: 7/26/2007

ACTION REQUESTED:

Authorization is requested from the LYNX Board of Directors to have the Chief Executive Officer or designee amend the project budget for the LYNX Operations Center (LOC) in the amount of \$575,000 for a total project cost of \$36,934,000. In addition, we are requesting authorization to amend the proposed FY2007 Capital Budget, accordingly.

BACKGROUND:

The LYNX Operations Center is being constructed on approximately 24.1 acres located at the northwest corner of John Young Parkway and Princeton Street intersection.

In early 2002, the projected project scope of work was \$35.6M. The Center was designed as an operating base for 250 buses and a maintenance facility for 450 buses.

In Spring 2002, funding limitations reduced the original project scope of \$35.6M to \$30M. The \$5.6M reduction forced LYNX to change the operating base from 250 buses to 200 buses and the maintenance facility from 450 buses to 200 buses. The largest impact was the maintenance building that eliminated heavy maintenance, paint/body shop, and central parts and receiving. Additionally, furnishings and equipment were reduced as well as two of the three canopies.

In November 2003, the construction bid estimated at \$17.9M was received for \$15M. Because the bid received was so low, LYNX was able to add back into the project scope some of the critical elements previously eliminated in the amount of \$2.9M. The portion added back included central parts and receiving and portions of the heavy maintenance to approximately 40% of original design. Although the operating base remained at 200 buses, the maintenance facility increased from 200 to 250 buses.

In November 2003, funding became available due to the SIB loan being awarded for the local match. Various delays caused escalation cost increases for structural steel, rebar, pipe, concrete, and concrete block. At that time, there were indications that staff was aware that the current contingency may be insufficient. In December 2005, the Board authorized the amendment of the project budget to the current amount of \$33,864,000.

Since December 2005, the project experienced a large number of unforeseeable cost increases and/or change orders. Subsequently, in July 2006, the Board approved a project budget revision for \$1,995,000 bringing the total project budget to \$35,859,000.

This request for additional funds is due to the following:

\$355,000 Additional proposed change orders

\$180,000 Additional work for EarthTech through complete and punch list items through December 2007

\$40,000 Completion of Life Safety issues necessary to obtain the Certificate of Occupancy

\$575,000 Total

As of July 19, 2007 we received a temporary certificate of occupancy for everything except Building B. Build B is scheduled for completion in mid August. Staff is preparing to move into the facility within 30 days.

FISCAL IMPACT:

In order to move forward with the project, we are requesting the budget be revised by \$575,000 from an approved budget of \$36,359,000 to a new total of \$36,934,000.

LYNX has Federal funds available to support this project budget amendment. Staff will continue to monitor the budget on an ongoing basis, while continuing to explore potential cost savings.

Information Item A: Service Implementation/Changes

To: LYNX Board Of Directors

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

Phone: 407.841.2279 ext: 6036

Item Name: Service implementation/changes for August 19, 2007

Date: 7/26/2007

Staff has completed preparation of the new schedules and maps, as well as the overall bus operator bid for the August 19, 2007 service changes. The service changes that will become effective on August 19th include:

Links with Route Adjustments

Link 47 (Oviedo)

The Link 47 (Oviedo) is being re-routed to eliminate the lengthy loop to the Oviedo Marketplace. The new route will permit passengers to travel directly between the mall and Seminole Community College every hour, and eliminate the need for a clockwise and counter-clockwise service design. The new route will discontinue a short segment of service along Mitchell Hammock Road between State Road 426 and Alafaya Trail/Central Avenue.

Link 54 (Old Winter Garden Road)

The Link 54 (Old Winter Garden Road) will be extended westward along Old Winter Garden Road to Blackwood Avenue to serve the Wal-Mart and the Health Central Hospital. This service is being replaced on Colonial Drive with the new enhanced Link 30.

Links with Frequency Enhancements

Link 25 (Silver Star Road)

To improve on-time performance by reducing passenger overcrowding and improving the reliability of connections to other buses, the Link 25 will operate every 20-minutes, rather than every 30-minutes, on weekdays.

Link 30 (Colonial Drive)

With the award of a new Service Development Grant from the Florida Department of Transportation and the local match from Orange County, LYNX will be able to improve service along Colonial Drive to operate every half-hour, rather than the current hourly service on weekdays and Saturdays. Staff is also revising schedules on the parallel Links 28, 29, 48, and 49, to improve on-time performance.

Links with Schedule Improvements

The following Links will have complete new schedules to improve on-time performance: 2, 5, 23, 27, 40, 43, 50 and 53. These changes include new running times and the operation of additional buses to reduce the number of complex interlines (one bus operating on more than one route).

Information Item B: Change orders for the LOC

To: LYNX Board Of Directors

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

Phone: 407.841.2279 ext: 6047

Item Name: Change Orders for the LOC

Date: 7/26/2007

Change Order Number	AMOUNT	DESCRIPTION
Reallocation	\$27,234	This serves to reallocate \$27,234 that was added to the project budget in July 2006 to facilitate additional proposed change orders. This represents the balance of funds not utilized and are therefore being transferred to the Project Contingency Line.
142	\$9,031	This additive change order increases funds for the supply and installation of shower and toilet partitions Building A, Rooms A-111 and A-113.
143	\$1,743	This additive change order increases funds in order to relocate the rollup door angel braces in Building A.
144	\$2,300	This additive change order increases funds in order to paint additional walls and doors in Building A and A Expansion required by the City of Orlando Building Department to correct Fire Code Analysis deficiencies in the building.
145	\$17,311	This additive change order increases funds in order to paint additional walls and doors in Building A and A Expansion required by the City of Orlando Building Department to correct Fire Code Analysis deficiencies in the building.

LYNX OPERATIONS CENTER

Budget Reallocation

Revised Budget Including Change Order #141

July 26, 2007

<u>Cost Category</u>	<u>Budget prior to Reallocation</u>	<u>Reallocation</u>	<u>Revised Budget</u>
Collage Contract	\$ 18,217,645		\$ 18,217,645
Collage Contract (Unearned)	27,234	(27,234)	-
Collage Owner Direct Purchases	6,511,996		6,511,996
Subtotal Collage Contract + Direct Purchases	24,756,875	(27,234)	24,729,641
NuTech Contract (Systems)	393,000		393,000
Network Integration, Inc. Contract (Systems)	107,969		107,969
GFI Genfare (Equipment)	126,350		126,350
Rotary Lift (Equipment)	1,296,142		1,296,142
High Density Storage (Equipment)	216,645		216,645
LYNX Lane	\$ 1,151,500		\$ 1,151,500
Hazardous Waste Removal - Earth Tech	369,996		369,996
Specialties	180,000		180,000
Equipment	285,858		285,858
Systems	85,066		85,066
Furnishings	209,262		209,262
Program Management	1,525,465		1,525,465
Permitting	537,356		537,356
Design Services	3,320,164		3,320,164
Construction Management	1,378,813		1,378,813
LYNX Oversight	409,761		409,761
Contingency	8,778	27,234	36,012
TOTALS	\$ 36,359,000	\$ -	\$ 36,359,000

SUMMARY:

Change in Total Budget:		\$ -
Change in Contingency:	Increase	\$ 27,234

Description of Change:

This serves to reallocate \$27,234 that was added to the project budget in July 2006 to facilitate additional proposed change orders. This represents the balance of funds not utilized and are therefore being transferred to the Project Contingency Line.

LYNX OPERATIONS CENTER

Revised Budget Including Change Order #142

July 26, 2007

<u>Cost Category</u>	<u>Budget prior to Reallocation</u>	<u>Change Order # 142</u>	<u>Revised Budget</u>
Collage Contract	\$ 18,217,645	\$ 9,031	\$ 18,226,676
Collage Contract (Unearned)	-		-
Collage Owner Direct Purchases	6,511,996		6,511,996
Subtotal Collage Contract + Direct Purchases	24,729,641	9,031	24,738,672
NuTech Contract (Systems)	393,000		393,000
Network Integration, Inc. Contract (Systems)	107,969		107,969
GFI Genfare (Equipment)	126,350		126,350
Rotary Lift (Equipment)	1,296,142		1,296,142
High Density Storage (Equipment)	216,645		216,645
LYNX Lane	\$ 1,151,500		\$ 1,151,500
Hazardous Waste Removal - Earth Tech	369,996		369,996
Specialties	180,000		180,000
Equipment	285,858		285,858
Systems	85,066		85,066
Furnishings	209,262		209,262
Program Management	1,525,465		1,525,465
Permitting	537,356		537,356
Design Services	3,320,164		3,320,164
Construction Management	1,378,813		1,378,813
LYNX Oversight	409,761		409,761
Contingency	36,012	(9,031)	26,981
TOTALS	\$ 36,359,000	\$ -	\$ 36,359,000

SUMMARY:

Change in Total Budget:		\$ -
Change in Contingency:	Decrease	\$ (9,031)
Description of Change:		

This additive change order increases funds for the supply and installation of shower and toilet partitions Building A, Rooms A-111 and A-113.

LYNX OPERATIONS CENTER

Revised Budget Including Change Order #143

July 26, 2007

<u>Cost Category</u>	<u>Budget prior to Reallocation</u>	<u>Change Order # 143</u>	<u>Revised Budget</u>
Collage Contract	\$ 18,226,676	\$ 1,743	\$ 18,228,419
Collage Contract (Unearned)	-		-
Collage Owner Direct Purchases	6,511,996		6,511,996
Subtotal Collage Contract + Direct Purchases	24,738,672	1,743	24,740,415
NuTech Contract (Systems)	393,000		393,000
Network Integration, Inc. Contract (Systems)	107,969		107,969
GFI Genfare (Equipment)	126,350		126,350
Rotary Lift (Equipment)	1,296,142		1,296,142
High Density Storage (Equipment)	216,645		216,645
LYNX Lane	\$ 1,151,500		\$ 1,151,500
Hazardous Waste Removal - Earth Tech	369,996		369,996
Specialties	180,000		180,000
Equipment	285,858		285,858
Systems	85,066		85,066
Furnishings	209,262		209,262
Program Management	1,525,465		1,525,465
Permitting	537,356		537,356
Design Services	3,320,164		3,320,164
Construction Management	1,378,813		1,378,813
LYNX Oversight	409,761		409,761
Contingency	26,981	(1,743)	25,238
TOTALS	<u>\$ 36,359,000</u>	<u>\$ -</u>	<u>\$ 36,359,000</u>

SUMMARY:

Change in Total Budget:		\$ -
Change in Contingency:	Decrease	\$ (1,743)
Description of Change:		

This additive change order increases funds in order to relocate the rollup door angel braces in Building A.

LYNX OPERATIONS CENTER

Revised Budget Including Change Order #144

July 26, 2007

<u>Cost Category</u>	<u>Budget prior to Reallocation</u>	<u>Change Order # 144</u>	<u>Revised Budget</u>
Collage Contract	\$ 18,228,419	\$ 2,300	\$ 18,230,719
Collage Contract (Unearned)	-		-
Collage Owner Direct Purchases	6,511,996		6,511,996
Subtotal Collage Contract + Direct Purchases	24,740,415	2,300	24,742,715
NuTech Contract (Systems)	393,000		393,000
Network Integration, Inc. Contract (Systems)	107,969		107,969
GFI Genfare (Equipment)	126,350		126,350
Rotary Lift (Equipment)	1,296,142		1,296,142
High Density Storage (Equipment)	216,645		216,645
LYNX Lane	\$ 1,151,500		\$ 1,151,500
Hazardous Waste Removal - Earth Tech	369,996		369,996
Specialties	180,000		180,000
Equipment	285,858		285,858
Systems	85,066		85,066
Furnishings	209,262		209,262
Program Management	1,525,465		1,525,465
Permitting	537,356		537,356
Design Services	3,320,164		3,320,164
Construction Management	1,378,813		1,378,813
LYNX Oversight	409,761		409,761
Contingency	25,238	(2,300)	22,938
TOTALS	\$ 36,359,000	\$ -	\$ 36,359,000

SUMMARY:

Change in Total Budget:		\$ -
Change in Contingency:	Decrease	\$ (2,300)

Description of Change:

This additive change order increases funds in order to paint additional walls and doors in Building A and A Expansion required by the City of Orlando Building Department to correct Fire Code Analysis deficiencies in the building.

LYNX OPERATIONS CENTER

Revised Budget Including Change Order #145

July 26, 2007

<u>Cost Category</u>	<u>Budget prior to Reallocation</u>	<u>Change Order # 145</u>	<u>Revised Budget</u>
Collage Contract	\$ 18,230,719	\$ 17,311	\$ 18,248,030
Collage Contract (Unearned)	-		-
Collage Owner Direct Purchases	6,511,996		6,511,996
Subtotal Collage Contract + Direct Purchases	24,742,715	17,311	24,760,026
NuTech Contract (Systems)	393,000		393,000
Network Integration, Inc. Contract (Systems)	107,969		107,969
GFI Genfare (Equipment)	126,350		126,350
Rotary Lift (Equipment)	1,296,142		1,296,142
High Density Storage (Equipment)	216,645		216,645
LYNX Lane	\$ 1,151,500		\$ 1,151,500
Hazardous Waste Removal - Earth Tech	369,996		369,996
Specialties	180,000		180,000
Equipment	285,858		285,858
Systems	85,066		85,066
Furnishings	209,262		209,262
Program Management	1,525,465		1,525,465
Permitting	537,356		537,356
Design Services	3,320,164		3,320,164
Construction Management	1,378,813		1,378,813
LYNX Oversight	409,761		409,761
Contingency	22,938	(17,311)	5,627
TOTALS	\$ 36,359,000	\$ -	\$ 36,359,000

SUMMARY:

Change in Total Budget:		\$ -
Change in Contingency:	Decrease	\$ (17,311)
Description of Change:		

This additive change order increases funds in order to paint additional walls and doors in Building A and A Expansion required by the City of Orlando Building Department to correct Fire Code Analysis deficiencies in the building.

Monthly Report A: Finance Report

To: LYNX Board Of Directors

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

Phone: 407.841.2279 ext: 6047

Item Name: Monthly Financial Reports - May 2007

Date: 7/26/2007

Please find attached the monthly financial reports for the eight months ending May 31, 2007. LYNX' Statement of Revenues, Expenses, and Changes in Net Assets (Operating Statement) for the eight months ending May 31, 2007 indicates total revenue earned in the amount of \$67,939,522 and total expenses incurred in the amount of \$62,114,906 resulting in a net operating profit of \$5,824,616.

In addition:

- Fixed route and Van Pool services resulted in an operating profit of \$5,026,307 for eight months of operations.
- Paratransit services resulted in an operating profit of \$798,309 for the eight months of operations.

The fixed route positive results relate to lower than anticipated cost for LYNX' fixed route services due to *cyclical* trends. Interest income and miscellaneous revenues are higher than anticipated contributing to the positive results for six months of the fiscal year. Also, personnel costs are under budget due to the existence of several vacant positions and fuel is costing less than budgeted. In addition, expenses relating to professional services are not being accrued on a monthly basis and as such the amounts reported reflect only actual payments year-to-date. These expenses as well as other operating expenses will be incurred as planned as the year progresses and the positive results will likely decrease.

In regard to the paratransit operations, the positive results are due to lower than anticipated trip levels and related costs year-to-date. The trip levels are down due to the creation of a new HMO transportation provider and strict enforcement of the "no show" policy. We are closely monitoring the trip levels in order to ensure consistency with planned operating expenses. Also, LYNX' 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
BALANCE SHEETS
MAY 31, 2007 AND 2006
(UNAUDITED)**

	2007	2006
ASSETS		
CURRENT ASSETS:		
Cash and cash equivalents	\$ 15,003,000	\$ 13,043,427
Receivables:		
Local, trade and operating assistance	3,683,359	7,064,879
Federal grants	8,119,175	2,133,911
State grants	2,406,627	2,461,014
Inventory	2,061,158	1,772,636
Prepaid expenses and other assets	805,143	627,711
Restricted cash and cash equivalents	6,961,390	2,223,135
Total current assets	39,039,852	29,326,713
NONCURRENT ASSETS:		
Restricted cash and cash equivalents	8,556,933	4,138,286
Property and equipment:		
Land	8,571,465	8,571,465
Buildings and shelters	39,867,549	39,457,783
Revenue vehicles	77,604,976	69,346,664
Furniture, Fixtures & Equipment	15,925,756	15,235,636
Leasehold improvements	1,767,888	1,705,204
Total property and equipment	143,737,634	134,316,752
Less accumulated depreciation	(74,452,380)	(69,816,702)
Construction in progress	40,670,302	29,359,828
Net property and equipment	109,955,556	93,859,878
Other assets	926,468	1,017,079
Total noncurrent assets	119,438,957	99,015,243
TOTAL ASSETS	\$ 158,478,809	\$ 128,341,956

**CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY
BALANCE SHEETS
MAY 31, 2007 AND 2006
(UNAUDITED)**

	<u>2007</u>	<u>2006</u>
LIABILITIES AND NET ASSETS		
CURRENT LIABILITIES:		
Accounts payable	\$ 5,020,206	\$ 4,492,318
Accrued salaries and related taxes	1,161,822	1,116,763
Accrued compensated absences	2,954,076	2,713,035
Accrued self-insurance liability, current	1,209,079	1,171,339
Leases payable, current	-	45,011
Deferred operating revenue	7,147,273	4,074,741
Deferred capital	<u>2,202,103</u>	<u>2,223,135</u>
Total current liabilities	<u>19,694,559</u>	<u>15,836,342</u>
NONCURRENT LIABILITIES:		
Leases payable, long-term	-	-
Loans payable	17,698,991	15,558,991
Accrued self-insurance liability, long-term	<u>1,754,567</u>	<u>1,905,497</u>
Total noncurrent liabilities	<u>19,453,558</u>	<u>17,464,488</u>
Total liabilities	<u>39,148,117</u>	<u>33,300,830</u>
NET ASSETS:		
Invested in capital assets, net of related debt	98,935,486	82,243,103
Restricted	3,118,000	-
Unrestricted	<u>17,277,206</u>	<u>12,798,023</u>
Total net assets	<u>119,330,692</u>	<u>95,041,126</u>
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 158,478,809</u>	<u>\$ 128,341,956</u>

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY
STATEMENT OF REVENUES AND EXPENSES
FOR THE MONTH OF MAY 2007 AND THE EIGHT MONTHS ENDED MAY 31, 2007
(UNAUDITED)

	Year to Date			Month of May		
	Budget	Actual	%	Budget	Actual	%
OPERATING REVENUES						
Customer Fares	\$ 13,195,672	\$ 12,567,528	95%	\$ 1,649,459	\$ 1,597,579	97%
Contract Services:						
Local Financial Assistance	6,255,121	6,051,785	97%	781,890	842,586	108%
Other Contractual Services	5,440,392	5,572,378	102%	680,049	719,007	106%
Advertising	1,533,334	1,505,190	98%	191,667	189,782	99%
Other Operating Income	307,961	412,943	134%	38,495	40,092	104%
Total Operating Revenues	26,732,480	26,109,824	98%	3,341,560	3,389,046	101%
NONOPERATING REVENUES						
Operating assistance grants:						
Federal	476,666	476,666	100%	59,583	59,583	100%
State of Florida	5,457,127	5,457,277	100%	682,141	682,141	100%
Local	28,928,861	27,287,581	94%	3,616,104	3,532,590	98%
Planning and other assistance grants:						
Federal - Commuter Rail Project	-	-	0%	-	-	0%
Federal - Other	6,914,793	6,406,635	93%	864,349	800,821	93%
State of Florida - Commuter Rail Project	-	-	0%	-	-	0%
State of Florida - BRT Circulator Project	-	-	0%	-	-	0%
State of Florida - Other	2,043,920	1,374,859	67%	255,490	83,240	33%
Local Matching - BRT Circulator Project	-	-	0%	-	-	0%
Local Matching - Other	522,000	-	0%	65,250	-	0%
Interest Income	359,336	825,600	230%	44,917	117,200	261%
Gain / (Loss) on Sale of Assets	-	1,080	N/A	-	1,080	N/A
Total Nonoperating Revenues	44,702,703	41,829,698	94%	5,587,834	5,276,655	94%
Fund Balance	-	-	0%	-	-	0%
Total Revenues	71,435,183	67,939,522	95%	8,929,394	8,665,701	97%
OPERATING EXPENSES						
Salaries and Wages	24,724,926	23,782,894	96%	3,082,725	3,232,862	105%
Fringe Benefits	13,428,068	11,906,838	89%	1,674,873	1,425,021	85%
Purchased Transportation Services	10,996,116	10,370,101	94%	1,374,513	1,514,164	110%
Fuel	7,912,947	6,381,342	81%	989,117	961,655	97%
Other Materials and Supplies	3,666,826	3,049,566	83%	458,349	392,970	86%
Professional Services	2,609,449	863,326	33%	326,181	126,378	39%
Other Services	3,473,167	2,682,125	77%	445,671	310,726	70%
Lease and Miscellaneous Expenses	1,202,296	1,018,357	85%	150,287	144,548	96%
Casualty and Liability Insurance	1,106,217	1,047,045	95%	138,277	223,732	162%
Utilities	640,671	647,676	101%	80,084	69,941	87%
Taxes and Licenses	330,919	266,680	81%	41,365	31,374	76%
Interest Expense	126,280	98,956	78%	15,785	12,329	78%
Total Operating Expenses	70,217,882	62,114,906	88%	8,777,227	8,445,700	96%
OPERATING GAIN / (LOSS)	\$ 1,217,301	\$ 5,824,616	478%	\$ 152,167	\$ 220,001	145%

**CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY
FIXED-ROUTE AND VANPOOL SEGMENT
STATEMENT OF REVENUE AND EXPENSES
FOR THE MONTH OF MAY 2007 AND THE EIGHT MONTHS ENDED MAY 31, 2007
(UNAUDITED)**

	Year to Date			Month of May		
	Budget	Actual	%	Budget	Actual	%
OPERATING REVENUES						
Customer Fares	\$ 12,382,128	\$ 11,873,531	96%	\$ 1,547,766	\$ 1,497,044	97%
Contract Services:						
Local Financial Assistance	6,255,121	6,051,785	97%	781,890	842,586	108%
Other Contractual Services	139,959	99,848	71%	17,495	13,325	76%
Advertising	1,533,334	1,505,190	98%	191,667	189,782	99%
Other Income	307,961	412,943	134%	38,495	40,092	104%
Total Operating Revenues	20,618,503	19,943,297	97%	2,577,313	2,582,829	100%
NONOPERATING REVENUES						
Operating assistance grants:						
Federal	476,666	476,666	100%	59,583	59,583	100%
State of Florida	5,457,127	5,457,277	100%	682,141	682,141	100%
Local	23,613,317	21,972,038	93%	2,951,661	2,868,149	97%
Planning and other assistance grants:						
Federal - Commuter Rail Project	-	-	0%	-	-	0%
Federal - Other	5,781,458	5,273,302	91%	722,682	659,155	91%
State of Florida - Commuter Rail Project	-	-	0%	-	-	0%
State of Florida - BRT Circulator Project	-	-	0%	-	-	0%
State of Florida - Other	2,043,920	1,374,859	67%	255,490	83,240	33%
Local Matching - BRT Circulator Project	-	-	0%	-	-	0%
Local Matching - Other	522,000	-	0%	65,250	-	0%
Interest Income	359,336	825,600	230%	44,917	117,200	261%
Gain / (Loss) on the Sale of Assets	-	1,080	N/A	-	1,080	N/A
Total Nonoperating Revenues	38,253,824	35,380,822	92%	4,781,724	4,470,548	93%
Total Revenues	58,872,327	55,324,119	94%	7,359,037	7,053,377	96%
OPERATING EXPENSES						
Salaries and Wages	24,494,518	23,593,058	96%	3,053,924	3,208,909	105%
Fringe Benefits	13,290,909	11,783,059	89%	1,657,732	1,413,348	85%
Purchased Transportation Services	2,667	1,150	43%	332	-	0%
Fuel	6,808,550	5,404,605	79%	851,068	816,714	96%
Other Materials and Supplies	3,585,547	3,036,187	85%	448,189	389,543	87%
Professional Services	2,457,082	772,548	31%	307,135	115,222	38%
Other Services	3,468,767	2,682,125	77%	445,121	310,726	70%
Lease and Miscellaneous Expenses	1,192,625	1,011,237	85%	149,078	142,298	95%
Casualty and Liability Insurance	1,106,217	1,047,045	95%	138,277	223,732	162%
Utilities	597,087	612,138	103%	74,636	65,358	88%
Taxes and Licenses	293,070	255,704	87%	36,634	30,343	83%
Interest Expense	126,280	98,956	78%	15,785	12,329	78%
Total Operating Expenses	57,423,319	50,297,812	88%	7,177,911	6,728,522	94%

**CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY
PARATRANSIT SEGMENT
STATEMENT OF REVENUE AND EXPENSES
FOR THE MONTH OF MAY 2007 AND THE EIGHT MONTHS ENDED MAY 31, 2007
(UNAUDITED)**

	Year to Date			Month of May		
	Budget	Actual	%	Budget	Actual	%
OPERATING REVENUES						
Customer Fares	\$ 813,544	\$ 693,997	85%	\$ 101,693	\$ 100,535	99%
Contract Services:						
Local Financial Assistance	-	-	0%	-	-	0%
Other Contractual Services	5,300,433	5,472,530	103%	662,554	705,682	107%
Advertising	-	-	0%	-	-	0%
Other Operating Income	-	-	0%	-	-	0%
Total Operating Revenues	<u>6,113,977</u>	<u>6,166,527</u>	<u>101%</u>	<u>764,247</u>	<u>806,217</u>	<u>105%</u>
NONOPERATING REVENUES						
Operating assistance grants:						
Federal	-	-	0%	-	-	0%
State of Florida	-	-	0%	-	-	0%
Local	5,315,544	5,315,543	100%	664,443	664,441	100%
Planning and other assistance grants:						
Federal - Commuter Rail Project	-	-	0%	-	-	0%
Federal - Other	1,133,335	1,133,333	100%	141,667	141,666	100%
State of Florida - Commuter Rail Project	-	-	0%	-	-	0%
State of Florida - BRT Circulator Project	-	-	0%	-	-	0%
State of Florida - Other	-	-	0%	-	-	0%
Local Matching - BRT Circulator Project	-	-	0%	-	-	0%
Local Matching - Other	-	-	0%	-	-	0%
Interest Income	-	-	0%	-	-	0%
Gain / (Loss) on the Sale of Assets	-	-	0%	-	-	0%
Total Nonoperating Revenues	<u>6,448,879</u>	<u>6,448,876</u>	<u>100%</u>	<u>806,110</u>	<u>806,107</u>	<u>100%</u>
Total Revenues	<u>12,562,856</u>	<u>12,615,403</u>	<u>100%</u>	<u>1,570,357</u>	<u>1,612,324</u>	<u>103%</u>
OPERATING EXPENSES						
Salaries and Wages	230,408	189,836	82%	28,801	23,953	83%
Fringe Benefits	137,159	123,780	90%	17,141	11,673	68%
Purchased Transportation Services	10,993,449	10,368,951	94%	1,374,181	1,514,164	110%
Fuel	1,104,397	976,737	88%	138,049	144,941	105%
Other Materials and Supplies	81,279	13,379	16%	10,160	3,427	34%
Professional Services	152,367	90,777	60%	19,046	11,156	59%
Other Services	4,400	-	0%	550	-	0%
Lease and Miscellaneous Expenses	9,671	7,119	74%	1,209	2,250	186%
Casualty and Liability Insurance	-	-	0%	-	-	0%
Taxes and Utilities	43,584	35,538	82%	5,448	4,583	84%
Interest Expense	37,849	10,977	29%	4,731	1,031	22%
Total Operating Expenses	<u>12,794,563</u>	<u>11,817,094</u>	<u>92%</u>	<u>1,599,316</u>	<u>1,717,178</u>	<u>107%</u>
OPERATING GAIN / (LOSS)	<u>\$ (231,707)</u>	<u>\$ 798,309</u>	<u>445%</u>	<u>\$ (28,959)</u>	<u>\$ (104,854)</u>	<u>-262%</u>

Monthly Report B: Employee Travel Report

To: LYNX Board Of Directors

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

Phone: 407.841.2279 ext: 6017

Item Name: Monthly Employee Travel Report

Date: 7/26/2007

EMPLOYEE/ DEPARTMENT	DESTINATION	PURPOSE	DATE Departure and Return	AMOUNT
Ellisa Darnall Operations	Atlanta, GA	APTA Operator Training Workshop	07/11-07/13/07	749
Salisha Yacoob Human Resources	Kissimmee, FL	Ceridian Insights	07/15-07/19/07	1,195
Fred Rice Finance	Kissimmee, FL	Ceridian Insights	07/15-07/19/07	1,195
Pamela Durkin Executive	Norfolk, VA	APTA Board Support Employee Develop. Workshop	07/15-07/19/07	1,565
Nancy Scott Procurement	Sanford, FL	FAPPO Seminar	07/16-07/18/07	373
Mark Forsyth Procurement	Sanford, FL	FAPPO Seminar	07/16-07/18/07	390
Eric Smith Planning	Tampa, FL	CUTR NTD Training	07/17-07/20/07	617
Bryan Stutts Gov Affairs	St Petersburg, FL	Farm to Fuel Summit	07/18-07/20/07	822
Peggy Gies Marketing	Washington, DC	2007 ENO Center Transit Leadership	07/28-08/03/07	4,777
			Total	11,683

Monthly Report C: Planning Division Report

To: LYNX Board Of Directors

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

Phone: 407.841.2279 ext: 6036

Item Name: Planning Report

Date: 7/26/2007

Budget

Planning continued to support the Finance Department efforts to draft the 2008 and 2009 fiscal year budgets. Planning has run various fixed route operating scenarios and estimated costs.

Bus Operator Bid

Work on the August 19, 2007 bid is underway. Service Planning staff held Running Time Committee and Service Change Implementation Committee meetings regarding the August 19, 2007 service changes with operators and staff.

Coordination

LYNX staff worked with METROPLAN ORLANDO to finalize their five-year Transportation Improvement Program (TIP). LYNX is now working with METROPLAN ORLANDO on their Prioritized Project List for Fiscal Years 2012/13 – 2025/26. LYNX continues to work with the Florida Department of Transportation on development of their Five-year Work Program for fiscal years 2008-2012.

Service Planning staff is working with Transportation and Maintenance on the move transition to the LYNX Operations Center (LOC) which includes routes beginning from the LOC instead of the Bennett facility.

FlexBus

The consultant team has initiated meetings with property owners regarding the location of stations and kiosks on their property. Each owner is met with individually to discuss the project, the amenities, and the proposed vehicle flow through their property.

Staff held a conference call with the regional Federal Transit Administration (FTA) office to give an update on the project as changes at their regional office will result in a new Program Manager for the project.

Geography Network

Counts are not available for the months of June due to changes in the counting procedures that are needed to take place after the migration of the ArcIMS software to a new server.

Geographic Information Systems (GIS)

Mira Bourova, GIS Analyst, presented at the 27th ESRI International Users Conference in San Diego, California. This is the largest GIS conference, with over 10,000 attendees each year, and it provides the opportunity for attendees to learn the latest “state of the art” applications of GIS and to interface with peers in the industry. Her presentation “Employing Network Analyst Extension for Transit Planning” was part of the presentations in the Transportation track of the conference.

IT and GIS staff conducted a migration to a new web server and software upgrades of the ESRI ArcIMS software to version 9.2. The current version of “stops” data has been published.

Grants

Planning completed and submitted the application for a Florida Department of Transportation Regional Incentive Program (TRIP) grant for 25 buses and 10 mini-buses (paratransit type vehicles).

Intelligent Transportation Systems (ITS)

Doug Jamison, Manager of Strategic Planning, traveled to Washington, D.C. for a meeting of the American Public Transportation Association’s (APTA) Public Transit Forum, an advisory group to the Federal Transit Administration (FTA) regarding allocation of research funding. Mr. Jamison has been a member of APTA’s Public Transit Forum since 2002. Projects discussed included Integrated Corridor Management, Vehicle Assist and Automation, the Intelligent Vehicle Initiative, Google Transit, Real-time Customer Information Systems, Transit Communications for ITS Profiles (ITS standards), and planning for the 2008 World Congress in New York City. Also represented were the Lane Transit District (Eugene, OR), Metropolitan Transit Authority (New York City, NY), Regional Transit Authority (Chicago, IL) Washington Metropolitan Area Transit Authority (Washington, D.C.), APTA staff, FTA staff, National Training Institutes, and private firm representatives.

Job Access and Reverse Commute/New Freedom program (JARC/NFP)

A stakeholders meeting is scheduled for Thursday, August 16, 2007 for input on the draft Coordinated Human Services Transportation Plan. LYNX has hired a grant-funded Coordinated Human Services Transportation Planning Manager to oversee this program.

Requests

- 59 Requests for information related to facilities – park & ride lots, shelters, bus stops, and related amenities

- 8 Customer Concerns
- 5 Service-related requests
- 22 Requests for general information, including ridership, surveys and more

Shelters and Related Passenger Amenities

Barracuda Builders has installed shelters on Hoffner Road at Conway Road and on Lancaster Road at Winegard Road. Shelter installations are in process at: Rio Grande Avenue (2 sites), Silver Star Road (2 sites), Hansel Avenue (1 site) and, at the Clermont Park-and-Ride lot (1 site). This will bring the total number of shelters installed this fiscal year to 31. An additional 10 shelter site work orders have been issued to Barracuda builders for installation. Planning staff investigated an additional 283 sites of which 142 are eligible for installations (the remaining has been determined to not be feasible for installation due to site characteristics).

Transit Development Plan (TDP)

The Final Draft of the LYNX FY 2008 - 2017 Transit Development Plan (TDP) Major Update was adopted by the Board at the June 28, 2007 meeting and transmitted to the Florida Department of Transportation (FDOT) via hand delivery on June 29, 2007. Staff is currently awaiting FDOT comments.

Development of Regional Impact (DRI)

Staff has participated in or commented on the following development projects:

- SR 15/600 – US Highway 17/92-John Young Parkway widening project
- Summer Bay DRI
- Lake Nona ADA
- Florida Hospital Health Village PAS
- SR 441 widening project
- Colonial Center Heathrow DRI
- Landmark DRI
- Lee Vista

Travel Management Coordination Center (TMCC)

The Model Orlando Regionally Efficient Transportation Management Coordination Center (MORE TMCC) is a Federal Transit Administration (FTA) funded project under the Federal United We Ride program. The consultant team has been preparing the Concept Definition document for the project and is incorporating comments received from the kick-off meeting. A workshop will be scheduled to discuss the development of this required document and to gain further input from the partner organizations.

Monthly Report D: Ridership Report

To: LYNX Board Of Directors

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

Phone: 407.841.2279 ext: 6036

Item Name: Ridership Report

Date: 7/26/2007

May 2007 FINAL

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

	May 2006	May 2007	Percentage +/-
Total Monthly	2,150,344	2,240,175	4.2%
Average Weekday	80,901	84,590	4.6%
Annual Ridership	16,752,206	17,128,409	2.2%
Number of Weekdays	23	22	-4.3%

May 2007 experienced a system-wide ridership total of 2,240,175, showing an increase of 4.2% from the 2,150,344 boardings recorded in May 2006. Average weekday boardings are up by 4.6% (3,689 additional riders) from the previous year. **System-wide year to date ridership is 17,128,409, up by 2.2% from last year's 16,752,206.**

Fixed Route – Comparison to Prior Year

	May 2006	May 2007	Percentage +/-
Total Monthly	2,089,162	2,172,185	4.0%
Average Weekday	78,573	81,966	4.3%
Annual Ridership	16,238,103	16,608,320	2.3%
Number of Weekdays	23	22	-4.3%

Fixed route ridership for May 2007 totaled 2,172,185, reflecting an increase of 4.0% when compared to the 2,089,162 passengers carried in May 2006.

Fixed Route – Comparison to Prior Month

	April 2007	May 2007	Percentage +/-
Total Monthly	2,076,637	2,172,185	4.6%
Average Weekday	81,538	81,966	0.5%
Number of Weekdays	21	22	4.8%

Comparisons of May 2007 to the prior month's boardings (April 2007) reflect an increase of 4.6% (95,548 riders). May 2007 also saw an increase of 0.5% in the average number of passengers riding per weekday (a difference of 428 riders) when compared to the average weekday ridership for April 2007 of 81,538.

- Link 204 Clermont Express average weekday ridership for May 2007 is up 6.6% from April 2007.
- Link 405 Apopka Circulator average weekday ridership is 279 (monthly total 6,936).
- Link 414 UCF Alafaya-Waterford Lakes Circulator average weekday ridership is 263 (monthly total 6,605).

Individual Fixed Route Comparison to Prior Year

Comparisons of individual route ridership during May 2007 show 6 routes to have experienced a decline in ridership greater than 10% when compared to May 2006. While Link 44 Clarcona / Zellwood shows a decrease of 20.8% (a loss of 1611 riders), Link 405 Apopka Circulator has picked up the old Link 44's alignment in Apopka and has 6,936 riders for May 2007. When these two are combined they show an increase of 16.3% over Link 44 in May 2006. While ridership on some of the 300's is down, the new Link 305 has picked up much (if not all) of those apparent decreases. Total ridership to Disney is a better indicator of service performance as route alignments have changed to such extent as to make direct comparisons by route difficult. When all Disney service is taken into account (300's, 50, & 56) there is actually an increase of 26.0% over prior year.

Route Decreases Greater Than 10%

- Link 44 – Clarcona/Zellwood (-20.8%)
- Link 1 – N Orange Ave/Altamonte Mall (-14.3%)
- Link 36 – Lake Richmond (-10.5%)
- Link 300-305 – Downtown Disney Direct (-10.4%)
- Link 46 – W. S.R. 46/Seminole Towne Ctr. (-10.3%)
- Link 16 – College Park/The Meadows (-10.1%)

In contrast, May 2007 produced 12 routes with increases of 10% or greater when compared to May 2006. Link 55 experienced the most significant increase of 46.2%; this is thought to be primarily due to the extension of service to the Four Corners Wal-Mart.

Link 8 shows a 12.3% increase over previous year. This translates to an increase of over 900 riders on the average weekday. This increase correlates directly to the improvement of Link 8's headways to 10 minutes with the April bid change.

Route Increases Greater Than 10%

- Link 55 – West U.S. 192/Orange Lake (+46.2%)
- Link 45 – Lake Mary (+28.6%)
- Link 24 – Millenia (+24.6%)
- Link 56 – West U.S. 192/Magic Kingdom (+23.7%)
- Link 40 – Americana/Universal Orlando (+20.8%)
- Link 57 – John Young Pkwy. (+19.8%)
- Link 10 – East U.S. 192/St. Cloud (+18.3%)
- Link 33 – Midway/Sanford Airport (+14.1%)
- Link 8 – W. Oak Ridge Rd./Int'l Dr. (+12.3%)
- Link 37 – Park Promenade Plaza/Florida Mall (+12.2%)
- Link 18 – S. Orange Ave./Kissimmee (+12.1%)
- Link 27 – Plant St./Oakland (+11.3%)

LYNX MONTHLY RIDERSHIP MAY 2007 FINAL

<i>Service Mode</i>	<i>Oct</i>	<i>Nov</i>	<i>Dec</i>	<i>Jan</i>	<i>Feb</i>	<i>Mar</i>	<i>Apr</i>	<i>May</i>	<i>Jun</i>	<i>Jul</i>	<i>Aug</i>	<i>Sep</i>	<i>TOTAL YEAR</i>
LYMMO	104,537	102,808	100,230	102,502	95,244	99,012	93,260	94,228					791,821
VOTRAN 100%	1,390	1,185	916	1,125	963	1,057	1,153	1,317					9,106
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					15,808,088
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					16,608,320
Special Shuttles	238	93	170	19,222	248	66	152	2,054					22,243
Access LYNX	45,336	44,859	43,911	45,141	42,674	47,154	45,038	47,820					361,933
VanPlan	17,579	16,548	14,178	17,066	16,509	18,338	17,579	18,116					135,913
TOTAL	2,180,808	2,043,139	2,050,106	2,236,464	2,008,856	2,229,455	2,139,406	2,240,175					17,128,409

Final

% Change From Fiscal Year 2006 To Fiscal Year 2007

<i>Service Mode</i>	<i>Oct</i>	<i>Nov</i>	<i>Dec</i>	<i>Jan</i>	<i>Feb</i>	<i>Mar</i>	<i>Apr</i>	<i>May</i>	<i>Jun</i>	<i>Jul</i>	<i>Aug</i>	<i>Sep</i>	<i>TOTAL YEAR</i>
LYMMO	5.9%	5.4%	4.1%	12.7%	2.2%	-5.5%	-3.8%	-7.8%					1.4%
VOTRAN 100%	7.7%	5.7%	4.9%	3.0%	6.4%	-24.6%	-2.4%	-4.8%					-1.5%
All Other Links	3.9%	-2.2%	-4.3%	9.7%	1.0%	1.8%	4.1%	4.5%					2.3%
Total Fixed Route	4.0%	-1.8%	-3.9%	9.9%	1.1%	1.5%	3.8%	4.0%					2.3%
Special Shuttles		-99.1%	-99.0%	-22.9%	195.2%	17.9%	11.8%	295.8%					-58.6%
Access LYNX	1.4%	-1.1%	2.7%	5.6%	6.2%	2.9%	10.3%	7.2%					4.3%
VanPlan	40.9%	34.4%	9.2%	19.6%	16.3%	11.0%	21.5%	12.9%					20.0%
TOTAL	4.2%	-2.1%	-4.4%	9.5%	1.3%	1.6%	4.0%	4.2%					2.2%

Fiscal Year 2006

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

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

LYNX AVERAGE DAILY MAY 2007 FINAL

Service Mode	Day	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	YEARLY AVG
LYMMO	Wkday	3,822	4,339	4,348	4,154	4,089	4,053	3,897	3,933					4,079
	Sat	1,112	1,847	1,824	1,634	2,505	1,326	1,780	1,091					1,640
	Sun	753	862	691	917	861	807	862	667					803
VOTRAN 100%	Wkday	63	54	46	51	48	48	55	60					53
All Other Links	Wkday	76,466	73,964	73,310	76,915	76,596	76,289	77,641	78,033					76,152
	Sat	50,102	47,340	52,073	53,614	51,287	52,459	52,047	52,636					51,445
	Sun	28,401	26,676	26,948	29,097	29,279	29,504	28,944	30,140					28,624
Total Fixed Route	Wkday	80,304	78,316	77,669	81,069	80,685	80,342	81,538	81,966					80,236
	Sat	51,214	49,187	53,897	55,248	53,792	53,785	53,827	53,727					53,085
	Sun	29,154	27,538	27,639	30,014	30,140	30,311	29,806	30,807					29,426
Access LYNX	Wkday	1,893	1,794	1,739	1,780	1,907	1,899	1,901	1,877					1,849
	Sat	727	764	801	778	801	801	816	791					785
	Sun	367	468	527	339	332	343	369	372					390
VanPlan	Wkday	762	711	613	770	771	787	780	747					743
	Sat	151	135	138	91	144	123	163	128					134
	Sun	143	90	98	51	125	103	111	104					103
TOTAL <i>LYNX</i> <i>SERVICES</i>	Wkday	82,959	80,821	80,021	83,619	83,363	83,028	84,219	84,590					82,827
	Sat	52,092	50,086	54,836	56,117	54,737	54,709	54,806	54,646					54,004
	Sun	29,664	28,096	28,264	30,404	30,597	30,757	30,286	31,283					29,919
														Final

% Change From Fiscal Year 2006 TO Fiscal Year 2007

Service Mode	Day	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	YEAR
LYMMO	Wkday	-8.5%	3.9%	40.7%	11.7%	-4.1%	-2.2%	-9.3%	-7.5%					-1.8%
	Sat	-24.3%	18.2%	103.8%	17.8%	112.1%	-11.4%	29.3%	-2.2%					28.5%
	Sun	2.0%	19.9%	2.2%	28.6%	6.4%	-7.2%	5.1%	-19.0%					2.3%
VOTRAN 100%	Wkday	3.0%	-3.8%	15.6%	-1.7%	6.5%	-21.1%	-6.9%	-4.8%					-8.0%
All Other Links	Wkday	4.3%	-1.7%	15.0%	9.3%	0.1%	2.7%	2.6%	5.0%					3.3%
	Sat	0.9%	-6.3%	23.4%	8.3%	4.3%	3.1%	2.8%	2.7%					2.5%
	Sun	-4.4%	-3.3%	16.0%	18.1%	8.7%	3.7%	5.0%	2.7%					1.6%
Total Fixed Route	Wkday	3.7%	-1.4%	16.2%	9.4%	-0.1%	2.4%	2.0%	4.3%					3.0%
	Sat	0.2%	-5.6%	25.0%	8.6%	6.9%	2.7%	3.5%	2.6%					3.2%
	Sun	-4.3%	-2.7%	15.6%	18.4%	8.7%	3.4%	5.0%	2.1%					1.6%
Access LYNX	Wkday	0.7%	-3.7%	0.7%	2.1%	5.6%	-10.5%	7.1%	7.0%					1.1%
	Sat	-2.0%	-0.7%	9.4%	6.3%	11.3%	3.3%	12.1%	7.2%					5.2%
	Sun	20.1%	38.8%	78.2%	19.9%	17.8%	1.0%	15.1%	11.6%					23.5%
VanPlan	Wkday	40.1%	35.2%	12.3%	30.3%	36.0%	32.5%	36.1%	30.2%					30.0%
	Sat	9.4%	2.3%	10.4%	-44.5%	-4.6%	-25.9%	3.7%	-30.7%					-10.0%
	Sun	98.6%	8.4%	18.1%	-58.0%	-12.6%	-29.9%	-17.9%	-38.5%					-18.9%
TOTAL <i>LYNX</i> <i>SERVICES</i>	Wkday	3.8%	-1.2%	15.8%	9.4%	0.3%	2.3%	2.3%	4.6%					3.2%
	Sat	0.2%	-5.5%	24.7%	8.4%	6.9%	2.6%	3.7%	2.6%					3.2%
	Sun	-3.8%	-2.2%	16.4%	18.1%	8.7%	3.2%	5.0%	2.0%					1.8%

Fiscal Year 2006

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

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

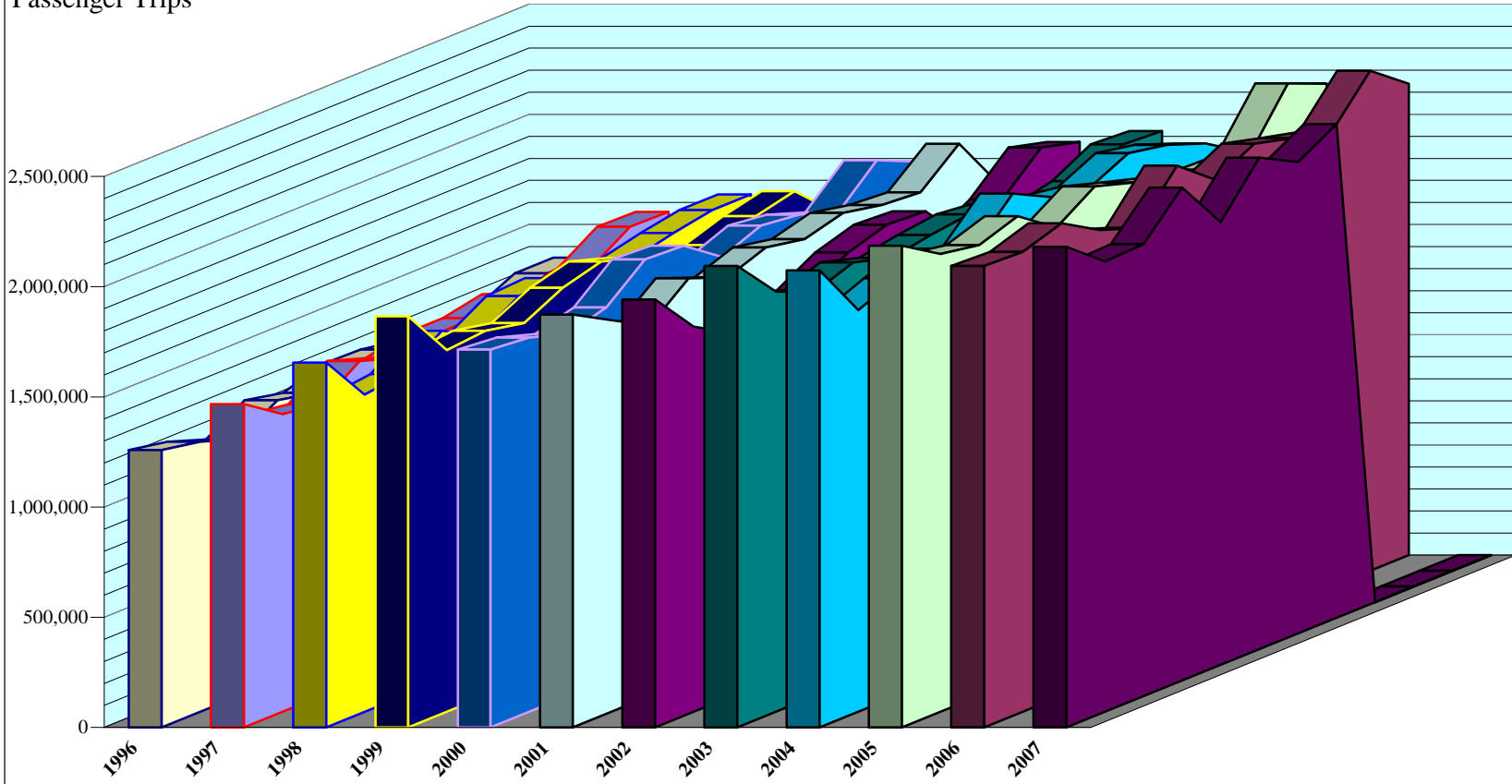
ROUTE RIDERSHIP REPORT

Link No	Route	FY 2006 Average Monthly Ridership	Apr-2007	% Change from Apr 07 to May 07	May-2007	% Change From Previous Year	Change May 2007 From FY 2006 Average Monthly Ridership
1	N Orange Ave./Altamonte Mall	17,469	16,375	-0.1%	16,364	-14.3%	-6.3%
2	Colonialtown	3,604	2,937	26.0%	3,700	-6.8%	2.7%
3	Lake Margaret	17,641	18,923	4.0%	19,679	7.2%	11.6%
4	South U.S. 441/Kissimmee	145,446	150,723	1.8%	153,459	3.0%	5.5%
5	Lake George/Fort Gatlin	4,743	4,703	-2.1%	4,602	-4.7%	-3.0%
6	Dixie Belle	16,591	16,752	0.9%	16,905	-2.8%	1.9%
7	S. Orange Ave./Florida Mall	24,339	25,028	-0.6%	24,873	N/A	2.2%
8	W. Oak Ridge Rd./Int'l Dr.	159,501	166,619	15.8%	193,028	12.3%	21.0%
9	N. Orange Ave./Rosemont	30,389	30,511	0.3%	30,605	-0.6%	0.7%
10	East U.S. 192/St. Cloud	19,996	22,190	2.8%	22,816	18.3%	14.1%
11	S. Orange Ave./OIA	33,633	31,281	5.3%	32,927	-3.8%	-2.1%
12	Buena Ventura Lks/Boggy Ck	7,150	7,091	5.9%	7,507	-2.6%	5.0%
13	University of Central Florida	32,961	33,813	1.8%	34,425	5.8%	4.4%
14	Princeton Street/Plymouth Apts.	5,906	6,212	-3.8%	5,976	1.1%	1.2%
15	Curry Ford Rd./V.C.C. East	47,878	47,700	-1.4%	47,016	-5.3%	-1.8%
16	College Park/The Meadows	10,076	10,597	-8.7%	9,672	-10.1%	-4.0%
17	North U.S. 441/Apopka	52,533	51,705	-3.5%	49,910	-5.1%	-5.0%
18	S. Orange Ave./Kissimmee	35,465	36,420	11.8%	40,718	12.1%	14.8%
19	Richmond Heights	29,411	30,837	-2.3%	30,136	2.7%	2.5%
20	Malibu/Pine Hills	67,682	65,353	4.2%	68,129	-0.6%	0.7%
200	Volusia Express	1,225	1,153	14.2%	1,317	-4.8%	7.5%
204	Clermont Express	N/A	1,158	6.6%	1,235	N/A	N/A
209	UCF/Downtown Orlando Late Night Shuttle	N/A	276	-87.3%	35	N/A	N/A
21	Carver Shores/Tangelo Park	82,910	85,101	7.0%	91,072	5.2%	9.8%
22	Richmond Estates	26,883	27,723	-4.1%	26,573	3.3%	-1.2%
23	Winter Park/Forest City	26,274	25,233	-2.5%	24,597	-9.1%	-6.4%
24	Millenia	9,663	10,714	18.4%	12,687	24.6%	31.3%
25	Silver Star Rd.	71,884	68,786	3.2%	70,970	-5.1%	-1.3%
26	Pleasant Hill Rd./Poinciana	15,658	16,579	10.0%	18,239	8.8%	16.5%
27	Plant St./Oakland	7,161	7,192	12.0%	8,056	11.3%	12.5%
28	E. Colonial Dr./Azalea Park	43,586	43,512	-1.1%	43,040	-2.6%	-1.3%
29	E. Colonial Dr./Goldenrod	41,211	39,384	8.5%	42,746	-1.4%	3.7%
30	Colonial Dr. Crosstown	50,240	49,011	-3.1%	47,479	-9.0%	-5.5%
300-305	Downtown Disney Direct	17,554	16,759	0.9%	16,908	-10.4%	-3.7%
31	Lymmo	97,823	93,260	1.0%	94,228	-7.8%	-3.7%
32	Union Park/Bithlo	4,604	4,633	3.2%	4,780	-1.3%	3.8%
33	Midway/Sanford Airport	2,284	2,327	3.5%	2,408	14.1%	5.4%
34	Sanford/Goldsboro	7,900	7,501	4.6%	7,849	-3.9%	-0.6%
36	Lake Richmond	23,852	21,783	-1.6%	21,438	-10.5%	-10.1%
37	Park Promenade Plaza/Florida Mall	62,827	73,306	2.5%	75,139	12.2%	19.6%
38	Downtown Orlando/Int'l Dr.	15,033	15,194	16.6%	17,718	8.2%	17.9%
39	U.S. 17-92/Sanford	60,891	62,987	4.0%	65,523	5.3%	7.6%
40	Americana/Universal Orlando	34,710	41,869	5.7%	44,238	20.8%	27.5%
405	Apopka Circulator	N/A	407	1604.2%	6,936	N/A	N/A
41	S.R. 436 Crosstown	124,447	123,366	8.6%	133,948	5.1%	7.6%
414	UCF Alafaya/Waterford Lakes	N/A	388	1602.3%	6,605	N/A	N/A
42	International Dr./OIA	79,991	86,396	-1.9%	84,770	3.1%	6.0%
43	Central Florida Pkwy.	13,146	13,940	-0.2%	13,917	0.4%	5.9%
44	Clarcona/Zellwood	17,985	16,382	-9.8%	14,771	-20.8%	-17.9%
45	Lake Mary	4,329	4,036	49.9%	6,048	28.6%	39.7%
46	W. S.R. 46/Seminole Towne Ctr.	13,662	12,915	7.3%	13,859	-10.3%	1.4%
47	Oviedo	4,267	3,931	9.1%	4,288	3.5%	0.5%
48	W. Colonial Dr./Park Promenade	48,997	48,085	2.7%	49,381	-1.2%	0.8%
49	W. Colonial Dr./Pine Hills	50,091	51,920	2.6%	53,291	4.0%	6.4%
50	Downtown Orlando/Magic Kingdom	40,376	41,332	4.3%	43,129	-2.9%	6.8%
51	Conway/OIA	33,708	34,044	2.8%	34,997	1.0%	3.8%
52	Pine Castle/Tradeport	5,573	5,540	5.1%	5,822	5.4%	4.5%
53	Story Rd./Tildenville	9,016	8,539	6.0%	9,052	-0.6%	0.4%
54	Old Winter Garden Rd.	14,034	14,455	3.7%	14,990	6.2%	6.8%
55	West U.S. 192/Orange Lake	32,173	43,565	3.4%	45,029	46.2%	40.0%
56	West U.S. 192/Magic Kingdom	34,876	41,073	9.3%	44,903	23.7%	28.8%
57	John Young Pkwy.	15,081	16,158	17.9%	19,057	19.8%	26.4%
58	Shingle Creek	164	2,661	-4.1%	2,553	#DIV/0!	1455.9%
99	Farebox Errors	15,234	17,446	-11.5%	15,434	10.4%	1.3%
Total		2,023,734	2,077,790	4.6%	2,173,502	4.0%	7.4%

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

LYNX Ridership Growth - All Modes

Passenger Trips



Monthly Report E: Marketing Report

To: LYNX Board Of Directors

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

Phone: 407.841.2279 ext: 6020

Item Name: Marketing Report

Date: 7/26/2007

Advertising Sales

ADVERTISING SALES	JUNE 2007
Advertising Sales Revenue	\$161,640
Net Revenue to LYNX Fiscal Year to Date	\$1,478,278

Commuter Services

COMMUTER CHOICE TRANSPORTATION PROGRAM	
CARPOOL/VANPOOL INQUIRIES	JUNE 2007
Phone	70
Internet	34
Letters	38
Matches	13
VANPOOLS	JUNE 2007
Commuter Choice Vanpool Participants	733
Total Revenue Miles YTD	732,648
New Vanpools	2

Returned Vanpools	0	
Current Vans in Service	58	
Pending Vanpool Interest	Navair (3) Devereux (2) Coleman (2) Agility (1)	
No. of Employers Contacted	25	
No. of Employees Contacted	620	
Employer Program Presentations	Embassy Suites Orlando - Airport	
Employee Vanpool Presentations	LOCATION	PARTICIPANTS
	Loews Hotel/Universal Team Member Fair	170
	Westgate Resorts	80
	Total Participants	250
	LOCATION	PARTICIPANTS
Other Business Presentations/Meetings	Orlando Business Journal Southeast Update	400
	East Orlando Business Briefing	50
	Red Cross Mission Possible	30
	Total Participants	480

Bus Pass Consignment

LYNX added the following Vanpools:

- Amy Brasbi – FCC Coleman
- Leigh Kellstrom – NAVAIR

Bus Pass Program

LYNX added the following new pass partner:

- Florida Hospital - Altamonte

Commuter Services Events

Orlando Business Journal (OBJ) Southeast Update

LYNX was a sponsor of the OBJ Southeast Update. Edward Johnson provided a five minute presentation to over 400 members of the South Orlando business community. This sponsorship

provided LYNX with the opportunity to network with local professionals and potential business partners.

East Orlando Business Briefing Breakfast

LYNX was given the opportunity to make a presentation to over 50 attendees at the East Orlando Business Briefing Breakfast. This time was used to promote our Transportation Benefits programs as well as the LYNX family of services.

Loews Hotel/Universal Team Member Fair

Loews Hotel invited LYNX representatives to promote the bus pass program to their employees. Approximately 170 employees attended the promotion. In addition, employees were able to register for our Carpool program.

Westgate Resorts (Call Center Ocoee)

Westgate Resorts invited LYNX representatives to promote the Carpool program to its employees. Out of the 80 employees that attended the promotion, approximately 40 employees registered in the LYNX Carpool program.

American Red Cross - Mission Possible

LYNX participated in the American Red Cross/Univision Mission Possible – Disaster Preparedness event. We were able to provide visitors with information about our TEAR (Transportation Emergency Action Response) program and commuter transportation options.

Marketing

WEBSITE USAGE	JUNE 2007
Average Hits per Day	64,350.93
Average Users per Day	1,920.27
Average Hits per User	35.07
Average Time Spent on Site	8 minutes, 33 seconds
Approximate Visits per User	1.83
Total Page Hits	502,389
Total User Visits	57,608
Total Unique IP Addresses (visits)	31,407

Marketing Activities

Orlando Convention & Visitors Bureau Downtown Leads Group Luncheons

LYNX hosted the Orlando Convention & Visitors Bureau Downtown Leads Group twice this month. It is a bi-weekly networking of chamber members and a wonderful way to familiarize businesses with our services and develop new partnerships. Attendance at the meetings averages approximately 40 attendees and is a great opportunity to promote our services and create new partnerships.

Juneteenth and Jazz Festival

We were one of the sponsors of the Juneteenth and Jazz Festival sponsored by PAST (Wellsbuilt Museum) on Saturday, June 16, 2007 at Lake Eola Park Bandshell. This first time community event had over 2,500 attendees enjoying the festival.

Fun Friday

Fun Friday was graced by the performance talents of the Toscha Comeaux Band. Toscha had great interaction with the crowd (about 200 people stopped by during the event) and she made note to promote LYNX and to recognize the great job our employees do helping folks get around Central Florida.

Alafaya Trailblazer Ribbon-Cutting

We were very pleased to help Orange County Commissioner Linda Stewart celebrate the Alafaya Trailblazer this month. With University of Central Florida staff and riders in attendance, LYNX CEO Linda Watson and Commissioner Stewart both spoke enthusiastically about this new route and its ability to give more transportation alternatives to UCF students. Riders were pleasantly surprised to receive passes from operators on the route as a “thank you” for using the service.

Max Starks Foundation

We were able to support the Max Starks Foundation with a donation of single ride tickets to assist local children to attend a football camp headed by Pittsburgh Steeler Max Starks, who attended school in Orlando. Thanks to LYNX, 100 young men were able to attend the camp which focused not only on football skills but also on the importance of education and character.

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	JUNE 2007
Amount of Calls	31,834
Call-Wait Time in Seconds	:30 (thirty seconds)

SALES & INFORMATION DATA	JUNE 2007
Customers serviced through fixed route inquiries/sales	22,204
LYNX fare media sales	\$163,489

CUSTOMER SERVICE DATA	JUNE 2007
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LYNX Board Agenda

Internet Inquiries	547
“How To Ride” presentations	6

CUSTOMER RELATIONS DATA	JUNE 2007
Customers assisted by telephone, fax, one-on-one	1,562
Concerns/suggestions for Fixed Route (LYNX)	315
Compliments for Fixed Route/Road Rangers	44
Concerns/suggestions for Paratransit (MV)	122
Compliments for Paratransit	4

LOST & FOUND DATA	JUNE 2007
Number of items recovered	509
% items returned to owners	32.4%
Advantage IDs issued	74
Kids In School (KIS) & Senior IDs issued	16
Bike Locker Rentals	0

ELIGIBILITY DATA	JUNE 2007
Paratransit Applications Received	612

Monthly Report F: Government Relations Report

To: LYNX Board Of Directors

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

Phone: 407.841.2279 ext: 6064

Item Name: Legislative Update

Date: 7/26/2007

LYNX LEGISLATIVE REPORT

- **LEGISLATIVE AGENDA - XU LANGUAGE.** CS/CS/HB 985, which is the transportation package, included the XU language requested by LYNX as one of its top priorities of the 2007 Legislative Session. The bill was signed by the Senate President and House Speaker and presented to the Governor on June 5. There was considerable opposition to this bill throughout the State in the form of newspaper editorials, including the *Orlando Sentinel*. The main objection was regarding the provisions in the bill for construction and management of Florida toll roads through public/private partnerships. After careful consideration, Governor Charlie Crist signed CS/CS/HB 985 into law on June 19. The passage of this bill with the XU language contained therein was a significant victory for LYNX, demonstrating that public transit can have a strong voice in Tallahassee. In his transmittal letter, Governor Crist stated that one of the three important priorities Florida must focus on is "...[the relief of] traffic congestion so many Floridians face each day."
- **SPECIAL SESSION ON PROPERTY TAX REFORM.** The Legislature was in Special Session during June 12 – 14 to address property tax reform. In the weeks prior to the commencement of the special session, meetings were held between the leadership of the Senate and the House to finalize legislation. Two bills were introduced -- HB 1B and SJR 4B – which became the main vehicles of focus during the special session.

HB 1B by Representative Frank Attkisson provided for immediate statutory relief by requiring all local governments, except school districts, to cut taxes this year. It rolled ad valorem taxes back to 2006/2007 levels and limited the growth of these taxes in future years. Cities and counties received a cut of 3%, 5%, 7% or 9% depending on previous ad valorem tax increases. In Central Florida, Orange County was rolled back to 3%, Seminole County to 7% and Osceola County to 7%. Future property tax increases will

be limited based upon population growth and the growth of Florida personal income. All property owners, including non-homestead residential properties and commercial properties, will see the tax reductions. There is a provision in the legislation for cities and counties to override the required revenue cap through supermajority vote or approval by local referendum. This bill passed on a 117-1 vote in the House and a 37-0 vote in the Senate.

SJR 4B by Senator Mike Haridopolos proposed a constitutional amendment to be held on January 29, 2008. The amendment, if passed by the required 60% majority, would provide significant additional ad valorem tax relief through increased homestead exemptions. Another component would be a \$25,000 exemption for tangible personal property. Homesteaded property owners would also have the ability to maintain their existing Save Our Homes benefit and forego the increased exemption if they chose that option. The effective date for the constitutional amendment would be January 1, 2008. This bill passed the House on a 74-43 vote and the Senate on a 25-12 vote. The vote was generally along party lines.

Both bills were sent to the Governor for consideration on June 21st. Governor Crist immediately signed HB 1B into law and allowed SJR 4B to become law without his signature. He has sent out numerous press items about his strong support of property tax reform as has Speaker Marco Rubio.

- **OTHER SPECIAL SESSION LEGISLATION.** The Legislature passed one additional bill during the special session. HB 5B by Representative David Rivera would provide for the special election to be held on January 29, 2008. The bill effectively would move Florida's primary election from March to January. The bill passed the Senate on a 36-0 vote and the House by a 117-0 vote. The bill was transmitted to the Governor on June 21 and Governor Crist signed the bill that same day.
- **OTHER LEGISLATION OF INTEREST.**
 - **GROWTH MANAGEMENT BILL.** Governor Crist signed HB 7203, sponsored by the House Economic Expansion & Infrastructure Council and Representative Dean Cannon, on June 19. The bill deals with comprehensive planning. Of specific interest to LYNX are the concurrency issues and how growth is addressed within the State of Florida. There are several issues which may impact transportation authorities as outlined below:
 1. In the 5-year capital improvement element currently required, a new provision will allow for situations where a developer is participating in an appropriate share situation (the developer is picking up a portion of the cost in return for the project moving forward) AND the project still does not meet the 5-year plan criteria that the project can move forward because there is "significant" movement towards meeting the 5-year plan.
 2. The bill would allow a local government to grant an exception from transportation concurrency requirements if certain conditions exist.

3. The bill creates the Transportation Concurrency Backlog Act. This would allow local governments to create an authority to develop a plan to eliminate the transportation backlog. The plan must eliminate the backlog within 10 years. The plan is also not reviewed or approved by Department of Community Affairs.

4. In conjunction with the backlog authority, a trust fund can be created using ad valorem taxes within the backlog area to pay for the needed improvements. A formula is given for the amount of funds that can be generated within the district. However, metropolitan transportation authorities are exempt from this legislation.

- **COMMISSION FOR THE TRANSPORTATION DISADVANTAGED.** The Commission was scheduled to meet on June 6 but could not vote on key items due to a lack of quorum. The Commission met in an emergency meeting on June 14 to discuss the contract status with ACHA for non-emergency transportation. The Commission approved a new six month contract that, during the last four months of the contract, will incorporate HMOs taking over pre-identified areas of service. The new Funding Allocations for the Tri-County area for the six month period is \$2,726,402 which represents a reduction of 9.29%. Once the HMOs begin service in September, the monthly allocation will be reduced by \$39,786 to \$441,140.
- **HOUSE LEADERSHIP CHANGES.** With Representative Baxley's resignation from the House to run for the Florida Senate, there was a vacancy for the Pro Tempore. Speaker Marco Rubio tapped Republican Majority Leader Marty Bowen to be his Pro Tempore and promoted Representative Adam Hasner as the new Majority Leader. The House membership confirmed these selections during the special session on property tax reform.