

LYNX Board Agenda

Board Date: 9/27/2007

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 August 23, 2007 Board minutes. (pgs 5-8)

3. Recognition

- Commissioner Mildred Fernandez for her service as Vice Chair on the LYNX Board


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


-  Tuff Cut of Central Florida - Lawn Maintenance (pgs 9-10_

B. Authorization to Extend Contracts

-  Authorization to excute renewal option with Public Risk Insurance Agency for renewal of Property, Liability, Excess Workers' Compensation and Allied Insurance for FY 2007/2008 (pgs 11-12)


- ii.  Authorization to Renew the Interlocal Agreement with VOTRAN for Commuter Bus Service between Volusia County and Downtown Orlando (pgs 13-26)


- Attachment 

- iii.  Authorization to execute a renewal option of the interlocal agreement with Orange County for "THE CLUB" Program (pgs 27-33)


- Attachment 


C. Miscellaneous

- i.  Authorization to amend the application to the Florida Department of Transportation (FDOT) for Transportation Regional Incentive Program (TRIP) funding for FY 2008/09 (pgs 34-36)

- ii.  Authorization to enter into an annual coordination agreement with three Medicaid compensable entities and multiple other non-compensable entities (pgs 37-48)


- Attachment 


- iii.  The procurement of up to two 60-foot heavy duty articulated transit buses from New Flyer of America Corporation (pgs 49-50)


- iv.  Authorizing Resolution for a Joint Participation Agreement with the Florida Department of Transportation - State Operating Assistance (pgs 51-73)


- Attachment  


- v.  Authorization to release IFB #07-051 for janitorial service (pgs 74-75)

- vi.  Authorization to release Invitation for Bid (IFB) #07-056 for the purchase of remanufactured bus engines (pgs 76-77)


- vii.  Authorization to release Invitation for Bid (IFB) #07-055 for the purchase of remanufactured bus transmissions (pg 78)

- viii.  Authorization to release Invitation for Bid (IFB) #07-054 for the purchase of remanufactured Voith bus transmissions (pg 79)

- ix.  Authorization to submit grant applications to the Florida Department of Environmental Protection and Florida Department of Agricultural and Consumer Services - 2007 Renewable Energy and Farm to Fuel Programs (pgs 80-82)


- x.  Authorization to enter into a Service Funding Agreement with Lake County for FY2007-2008 service (pgs 83-90)

- Attachment 


- xi.  Authorization to enter into the FY2007-2008 Service Funding Agreements with the Regional Funding Partners (pgs 91-149)

- Attachment         

7. Action Agenda

- A.  Adoption of the FY2008 Operating and Capital Budgets (pgs 150-159)

- Attachment 

- B.  Authorization for the Chief Executive Officer or designee to initiate the public involvement process for consideration of a fare increase (pgs 160-180)

- Attachment 


8. Work Session

- A.  Board of Directors Officer Election (pg 181)

9. Information Items

(For Review Purposes Only - No action required)

- A.  Status report on the Transit Components with Developments of Regional Impact (DRIs)

- B.  Change Orders for the LOC (pgs 186-189)

- Attachment 

10. Other Business

11. Monthly Reports


(For Review Purposes Only - No action required)


- A.  Monthly Financial Reports - July 2007 (pgs 190-196)

- Attachment 

- B. Monthly Employee Travel Report (pgs 197-198)

- C.  Planning Report (pgs 199-201)

- D.  Ridership Report (pgs 202-208)

- E.  Marketing Report (pgs 209-214)

F.  Legislative Update (pgs 215-217)

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: **August 23, 2007**

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

Members in Attendance:

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

Absent:

Orange County Commissioner, Mildred Fernandez, Vice Chair

1. Call to Order and Pledge of Allegiance

LYNX Chairman Carlton Henley called the meeting to order at 10:45 a.m. Commissioner Lane led the Pledge of Allegiance.

2. Approval of Minutes

Mayor Dyer moved to approve the minutes of the July 26, 2007 Board meeting. Commissioner Lane seconded the motion. The motion passed unanimously.

3. Recognition

Lisa Darnall, Chief Operations Officer, recognized Joe Startz, Road Ranger, for a job well done. Mr. Startz approached a vehicle on the side of the road and found a woman crying. She indicated that she was lost and was distraught and indicated she was going to kill herself. She ran out onto I-4 at 4:30 in the afternoon. Mr. Startz was able to grab her and pull her out of harms way. Mr. Startz then called for assistance.

Mr. Startz said that every other road ranger would have done the same. Mr. Startz was presented the Good Samaritan award.

4. Public Comments

None.

5. Chief Executive Officer's Report

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

- A. Ms. Watson introduced Doug Jameson, Project Manager, Planning. Doug was recently promoted to Manager, Strategic Planning.

- B. In March 2007, the Federal Transit Administration issued a notice inviting applications for Section 5309 discretionary funds that remained available in FY07. Approximately \$438 million was available for the Secretary of Transportation to make awards through the traditional bus and bus facilities program and the newly created Urban Partners program.

LYNX submitted applications to both programs for more than 64 replacement and expansion buses. Staff was recently informed that the balance of the FY07 Section 5309 discretionary funds have been committed solely for the Urban Partners program with no funds remaining for traditional bus and bus facilities. However, Orlando was not selected as a semi-finalist. The nine urbanized cities selected as semi-finalists for the Urban Partners program included Atlanta, Dallas, Denver, Minneapolis, Miami (\$19M), New York City, San Diego, San Francisco and Seattle, all of which have some form of rail operations and traffic mitigation.

- C. LYNX will participate in the Florida Chapter of the American Planning Association's (FAPA) annual state conference that will be held in Orlando September 5-8, 2007. The "Planning Agency Tour" mobile workshop, geared toward students and new planners, will visit various planning offices in Downtown Orlando including LYNX Central Station.
- D. LYNX hosted the fourth Job Access Reverse Commute and New Freedom Program Stakeholders meeting on August 16, 2007. This meeting provides input to the Community Connector Plan that will be presented to the Board at a later date. The Community Connector Plan will meet federal requirements for a Coordinated Human Services Transportation Plan.
- E. LYNX is proposing to increase the base fare from \$1.50 to \$1.75. This fare increase, scheduled to become effective January 2008, is projected to generate over \$1.3 million in additional revenue for FY2008. A consultant will be hired to complete the analysis and will bring back to the Board the proposed fare changes at the September Board meeting. A fare assessment of the paratransit services will also be conducted.
- F. Ms. Watson made a presentation to the members of the ATU Legislative Conference on August 18. Ms. Watson explained the needs for transit across the state, and specifically, within Central Florida. There were three State Representatives and a State Senator that attended this meeting. Ms. Watson received very good comments and support from not only the elected officials but also from the union representatives.
- G. A brochure on emergency preparedness was distributed to the Board members and will be distributed to all employees.

6. Consent Agenda

A. Authorization to Release Requests for Proposal (RFP)

- i. Proposal #07-052, State Lobbying Services

B. Authorization to Award Contracts

- i. Authorization to award third-party administrative services for the Money Purchase and the Deferred Compensation Plan – **Moved to Action Agenda Item**

C. Authorization to Extend Contracts

- i. Authorization to amend Contract #99-005C1 with EarthTech Architect and Engineers for general consulting services for the LYNX Operations Center (LOC)

D. Miscellaneous

- i. Authorization to execute Amendment #4 to the agreement with the Commission for the Transportation Disadvantaged for Medicaid non-emergency transportation
- ii. Approval of LYNX' Disadvantaged Business Enterprise (DBE) goal for fiscal year 2007-2008
- iii. Authorization to issue a Request for Information (RFI) for a bus shelter advertising contract
- iv. Adoption of Resolution Number 07-006 to re-appoint Lisa Darnall as a trustee to the ATU Defined Benefit Plan
- v. Authorization to execute a lease agreement with the Florida Department of Transportation (FDOT) for the use of FDOT's vacant property at the intersection of Amelia Street and Garland Avenue

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

Pat Christiansen, Legal Council, mentioned that item D.iii. reads RFI and it should read IFB.

7. Action Agenda Items

A. Authorization to award third-party administrative services for the Money Purchase and the Deferred Compensation Plan

Bert Francis, CFO, explained that the Hartford Group was selected to administer the Money Purchase and the Deferred Compensation Plan. There were six firms that responded. The SEC voted unanimously to award the contract to the Hartford Group.

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

8. Information Items

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

9. Monthly Reports

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

Meeting adjourned at 11:00 a.m.

Consent Agenda Item #6.A. i

To: LYNX Board of Directors

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

Phone: 407.841.2279 ext: 6036

Item Name: Authorization to Award Contracts
~ Tuff Cut of Central Florida – Lawn Maintenance

Date: 9/27/2007

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to award a contract for lawn maintenance services to Tuff Cut of Central Florida. The contract amount is \$152,400 for the first three years. If LYNX decides to exercise the two options years, the 1st option year will cost \$56,400 and the 2nd option year will cost \$61,200 for a total contract amount of \$270,000.

BACKGROUND:

The company awarded the contract shall provide all labor, materials, equipment and supervision necessary to provide lawn maintenance services for the LYNX at the following locations:

- (1) LYNX South Street Facility, located at 1200 West South Street, Orlando, FL 32805. This location consists of a 7 acre lot.
- (2) LYNX Operations Center, located at 2500 Lynx Lane, Orlando, FL 32804. This location consists of a 24 acre lot.
- (3) LYNX Central Station, located at 455 North Garland Ave., Orlando, FL 32801. This location consists of a 3.5 acre lot, which is primarily the bus terminal.
- (4) Colonial Plaza Super Stop located at Primrose and Amelia Street. The area is approximately 30,000 sq. ft.
- (5) Apopka Super Stop located at E. 6th Street and S. Central Ave., Apopka, FL 32703. The area is approximately 45,000 sq. ft.

Bids for IFB# 07-043 for lawn maintenance services were opened on June 15, 2007. Six companies responded to our IFB, which was publicly advertised as well as posted on DemandStar.

Bidder	Bid Amount
Ameriscapes	416,040
Helping Hand Lawn Care, Inc.	313,040
Tuff Cut of Central Florida	270,000
Aaron Hernández Landscaping	174,000
Cuyler's Professional Services	124,999
Hubcap Lawn Service, Inc.	95,812

The table above indicates the bids as they were received in order from the highest to the lowest. Aaron Hernández Landscaping, Cuyler's Professional Services, and Hubcap Lawn Service, Inc., who were the three lowest bidders, withdrew their bids, leaving Tuff Cut of Central Florida as the next lowest bidder.

FISCAL IMPACT:

The total contract amount is \$270,000 for three years with two one-year options. The first year contract amount of \$46,800 is included in the FY07/08 Operating budget.

Consent Agenda Item #6.B. i

To: LYNX Board of Directors

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

Presented By: Lisa Darnall

Phone: 407.841.2279 ext: 6036

Item Name: Authorization to Extend Contracts
~ Authorization to execute the one year renewal option with Public Risk Insurance Agency for renewal of Property, Liability, Excess Workers' Compensation and Allied Insurance for FY 2007/2008

Date: 9/27/2007

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to execute a one-year renewal option with Public Risk Insurance Agency for the renewal of Contract #0413 for Property, Liability, Workers' Compensation and Allied Insurances for FY2007-2008 effective October 1, 2007.

BACKGROUND:

LYNX is self-insured for property damage, bodily injury liability and vehicle collision damage resulting from operation of its fleet of revenue vehicles and support vehicles pursuant to Florida State Statute (F.S.S.) 627.733(3)(b) incorporating 768.28(15). Supplementing this retention of risk is coverage for damage to its vehicles under an auto physical damage policy. As a public entity, LYNX is not subject to the Financial Responsibility laws pursuant to Chapter 324 F.S.S., the Personal Injury Protection (PIP)/No-Fault Laws per Section 627.736 F.S.S., nor is LYNX required to provide medical payments or uninsured motorist coverage. LYNX' liability is limited by Section 768.28, F.S.S. to \$100,000 per person, \$200,000 per incident.

LYNX protects other areas of significant loss exposure through a commercial insurance program with the brokerage services of Public Risk Insurance Agency. The program is fully insured, with modest deductibles.

The lines of coverage addressed in this document were awarded through the competitive bid process in September 2004. The contract was awarded for one year with four option years.

The Public Risk Insurance Agency has provided estimated premiums for FY2007/2008 as indicated below. The following chart compares FY 2006/2007 premiums and the FY 2007/2008 **estimated** premiums:

	FY 06-07 Premiums	FY 07-08 Premiums	Increase/ (Decrease)	Term Expiration
Property/Inland Marine	\$ 530,424	\$ 511,000	\$ (19,424)	10-01-08
General Liability	\$ 22,366	\$ 24,000	\$ 1,634	10-01-08
Excess Workers' Compensation Coverage	\$ 119,532	\$ 125,000	\$ 5,468	10-01-08
Crime/Employee Dishonesty	\$ 1,165	\$ 1,300	\$ 135	10-01-08
Automobile Physical Damage Coverage	\$ 195,808	\$ 200,000	\$ 4,192	10-01-08
Garage Keepers	\$ 500	\$ 550	\$ 50	10-01-08
Automobile Liability Coverage (Road Rangers, Wages)	\$ 30,507	\$ 30,507	\$ 0	10-01-08
Directors and Officers Employment Practices	\$ 27,894	\$ 28,000	\$ 106	10-01-08
Fiduciary	\$ 4,075	\$ 4,500	\$ 425	10-01-08
Storage Tank Liability and Corrective Action	\$ 6,250	\$ 7,500	\$ 1,250	10-01-08
Total Premium Cost	\$ 938,521	\$ 932,357	\$ (6,164)	

The pricing from the underwriters is due within the next week, at which time LYNX staff will meet with our broker to evaluate all the information and schedule of values of all the properties in order to ensure we get the best price for the premiums. If there is an increase in the estimated premiums, LYNX staff will update the Board at the October Board meeting.

FISCAL IMPACT:

LYNX has included a 10% increase to cover any additions to the policy that LYNX will be adding due to the growth of our fleet, facilities and personnel for the up coming fiscal year. The 10% increase will cover four new Road Ranger trucks, 40 new buses, as well as any additional new equipment that has been ordered and not yet on the schedule.

The estimated premiums of \$932,357 plus a 10% contingency of \$93,236 for a total insurance budget of \$1,025,593 will be covered in the FY 2007/2008 operating budget.

Consent Agenda Item #6.B. ii

To: LYNX Board of Directors

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

Phone: 407.841.2279 ext: 6047

Item Name: Authorization to Extend Contracts
~ Authorization to Renew the Interlocal Agreement with VOTRAN for
Commuter Bus Service between Volusia County and Downtown Orlando

Date: 9/27/2007

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to execute the interlocal agreement between LYNX and VOTRAN to continue the commuter bus service between Volusia County and Downtown Orlando.

BACKGROUND:

Over the past several years, LYNX and VOTRAN have worked in a cooperative relationship to provide the operational services for the commuter bus service (Link 200) between Volusia County and Downtown Orlando via Interstate-4. The Florida Department of Transportation (FDOT) has provided a service development grant to the Volusia Transportation Authority funding fifty percent (50%) of the cost to operate the commuter bus service. LYNX generates advertising revenue to support 25% of the cost to operate and the other 25% is funded by VOTRAN. The customer fares are shared 50% FDOT, 25% LYNX, and 25% VOTRAN, consistent with the cost.

LYNX and VOTRAN have mutually expressed a desire to continue this service. The ridership for Link 200 has performed as follows:

- ✓ FY2004 number of riders was 13,981
- ✓ FY2005 number of riders was 12,736
- ✓ FY2006 number of riders was 12,560
- ✓ FY2007 number of riders was 10,819 (October 2006 – August 2007)

The motivation for continuing the agreement is primarily one of supporting infrastructure challenges, reducing local road congestion, and providing transportation alternatives for our customers.

FISCAL IMPACT:

The VOTRAN contract is currently funded by customer fares, FDOT and LYNX advertising revenue.

**CENTRAL FLORIDA REGIONAL TRANSPORTATION
AUTHORITY (LYNX)
AND
VOTRAN (A DEPARTMENT OF THE GOVERNMENT
OF VOLUSIA COUNTY)**

AN INTERLOCAL AGREEMENT

**FOR THE PROVISION OF COMMUTER BUS
SERVICE BETWEEN VOLUSIA COUNTY AND
DOWNTOWN ORLANDO**

The parties to the Agreement are the County of Volusia, a political subdivision of the State of Florida, 123 West Indiana Avenue, Deland, FL 32720 (hereinafter, "COUNTY"), and the Central Florida Regional Transportation Authority, body politic and corporate created pursuant to Part II, Chapter 343, Florida Statutes, 445 W. Amelia Street, Suite 800, Orlando, FL 32801 (hereinafter "LYNX").

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

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

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

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

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

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

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

1. **DEFINITIONS.** For purposes of the Agreement, the following words shall have the meaning stated in this Section 1, unless the context clearly indicates otherwise.
 - A. *VOTRAN* means the Volusia Transportation Authority, as described in §2-137 of the Volusia County Code of Ordinances.
 - B. *Manager* means the General Manager of VOTRAN, or his or her designee.
 - C. *LYNX* means the Central Florida Regional Transportation Authority, as created and described in Part II, Chapter 343, Florida Statues.
 - D. *Project Manager* means the individuals LYNX And VOTRAN designate as the point of contact for the operation of the service.
 - E. *Passenger* means a person receiving transportation service from LYNX. The passenger is VOTRAN’s customer, and is the user of the service provided by LYNX.
 - F. *Service* shall refer to commuter bus service as outlined in Attachment A “Volusia County Commuter Bus Service Plan.”
 - G. *Safety Sensitive Employees* are those personnel who dispatch or control revenue service vehicles under this Agreement, and personnel who dispatch or control revenue service vehicles under this Agreement and personnel who maintain revenue service vehicles or equipment used under this Agreement.
2. **AGREEMENT.** LYNX agrees to provide commuter bus service scheduled by VOTRAN in accordance with this Agreement. As consideration for the satisfactory performance of LYNX’ promises contained herein, COUNTY agrees to reimburse LYNX for services rendered in accordance with the reimbursement rates and terms stated in Section 3 below.

3. REIMBURSEMENT RATES AND TERMS. COUNTY agrees to reimburse LYNX for services rendered based upon the following overall costs:

- A.** For the first six (6) months of service, COUNTY will pay LYNX at a Commuter Bus Service the rate determined as of September 30, 2007 per total service hour (revenue and non-revenue).
- B.** Upon completion of six (6) months of Commuter Bus Service, the parties mutually agree that COUNTY will pay LYNX the actual cost of Commuter Bus Service based on LYNX' records of all actual costs associated with the performances of this Agreement. Within thirty (30) days after the end of the initial six (6) month period and any such other six (6) month period, LYNX will provide COUNTY with a schedule (detail) listing of the Commuter Bus Service cost of operations for the preceding six (6) months. In the event that COUNTY has underpaid the costs for the preceding six (6) months, COUNTY will pay the balance due within thirty (30) days, of invoicing. If COUNTY has paid more than the actual costs for the preceding six (6) months, a credit will be given to COUNTY for the amount of overpayment on the following months billing.

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

- C.** The funding partnership for Commuter Bus Service shall be as follows:
 - 1.** COUNTY shall provide 75% of the funding (25% from the COUNTY plus 50% from its direct Joint Participation Agreement with the Florida Department of Transportation).
 - 2.** LYNX shall provide no more than 25% of the funding.

4. TERM. The term of this Agreement shall be for a one-year period, commencing upon execution of the Agreement by both parties and ending September 30, 2008, contingent upon annual appropriations by the Florida State Legislature and the Volusia County Council.

5. **ON-GOING SERVICE REVIEW.** The COUNTY and LYNX shall evaluate the service performance of the Commuter Bus Service operations on an on-going basis. Should ridership and service performance significantly decline, LYNX may, at its sole option, discontinue the service upon sixty (60) days written notice to COUNTY.
6. **SCOPE OF WORK.** The scope of work is outlined in Attachment A “Volusia County Commuter Bus Service Plan”.
7. **COMPLIANCE WITH REGULATIONS.** This agreement and the use of transit vehicles and all services provided by (LYNX/VOTRAN) contemplated by this Agreement are subject to and shall be in accordance with the terms and conditions of the grant agreement(s) between the respective transit agencies, and the Federal Transit Administration and the Florida Department of Transportation, both of whom provided funds for the provision of service. This Agreement is subject to all applicable Federal, State and other governmental laws, rules or regulations.
8. **METHOD OF PAYMENT.** COUNTY shall pay LYNX for the number of total service hours (revenue and non-revenue) actually provided, in accordance with the rate schedule stated in Section 3. LYNX shall invoice COUNTY within thirty (30) working days following completion of the service for the month. COUNTY will reimburse LYNX on a monthly basis. LYNX’ invoice shall specify by the date the number of revenue hours provided during the billing period. LYNX’ funding portion, as provided in Section 3, shall be deducted from the billing invoice. In addition, LYNX shall list all fares collected by LYNX that shall also be deducted from the monthly invoice. Also, LYNX shall increase the monthly invoice for LYNX’ 25% of the total fares collected by LYNX and the COUNTY. COUNTY will review the information and invoice and pay LYNX the amount of the invoice within thirty (30) days after receipt.
9. **ADVERTISING.** The parties agree that LYNX shall have the right to sell advertising space both on the exterior and interior of each vehicle. All revenues derived from such advertising shall be collected by LYNX and used to fund LYNX’ 25% share of monthly service costs. Any excess revenues generated by advertising shall remain the property of LYNX.
10. **SERVICE AVAILABILITY.** The service availability requirements of the Agreement are met with:

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

Satisfactory Driver and Vehicle. No passenger shall be transported by a vehicle or driver not meeting the requirements of this Agreement.

- B.** Operating Schedule. LYNX shall be available for service as specified in Attachment A “Volusia County Commuter Bus Service Plan”.
- C.** On-Time Performance. LYNX shall maintain an average on-time performance of 90%.
- D.** Driver Standards. LYNX agrees, as to all drivers or subcontractor drivers employed by LYNX, to comply with the driver standards, specified by COUNTY, §341.061, Florida Statutes, and Chapter 14-90, Florida Administrative Code. Standards shall include a formal selection process to verify that the applicant has a valid commercial driver license, of an appropriate class corresponding to the type of vehicle and nature of driving the applicant is expected to perform. Verification that the applicant has a clean driving record, with no more than 3 points in the past three years. Verification that the applicant is physically capable of safely driving all vehicles to be used to transport passengers. Verification that a D.O.T. pre-employment physical and drug screen has been performed and verification that a criminal background check has been completed. Verification of proper identification for purposes of Federal Immigration and naturalization Form I-9 purposes.

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

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

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

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

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

- F.** Uniforms. LYNX Bus Operators, as employees under Contract, shall be required to wear LYNX uniforms.
- G.** Vehicle Standards. LYNX shall provide a sufficient number of vehicles to meet the service levels outline in Attachment A, and must include spare vehicles to allow for routing, servicing and maintenance, repairs, vehicle breakdowns, and similar occurrences as many as may reasonably be anticipated. LYNX shall assign suburban coaches for the service. Vehicles shall be in good working condition. A minimum capacity of 43 seats shall be provided. Each vehicle shall comply with ADA guidelines for accessibility (i.e. wheelchair lifts, tie downs). Each vehicle shall come equipped with an electronic destination sign as well as information racks.

- H.** Project Management. The Manager of Transportation and/or his designee shall act as the Project Manager and shall provide adequate staff to manage the service in an efficient manner. LYNX shall provide dispatch coverage from the operating base and maintain a driver pool adequate to ensure that daily service demands are met. The Project Manager shall be located at the LYNX operating facility and will be available for required meetings. The Project Manager or designee shall at all times be available by phone and shall have the legal authorization of LYNX to take reasonable action in the event of an emergency. LYNX agrees to provide emergency phone numbers to VOTRAN for all key administrative/management personnel. Also, VOTRAN shall designate a Project Manager to serve as the Agency's primary contact and will provide emergency phone numbers if needed.

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

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

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

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

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

- L. Drug Free Workplace Policy. LYNX shall have a written Drug Free Workplace Policy that meets Federal Transit Administration requirements for Drug/Alcohol testing of all safety sensitive employees to include pre-employment, random, post-accident and probable cause. LYNX agrees to randomly test safety sensitive employees using LYNX' internal program as approved by FTA. LYNX agrees that if routine vehicle maintenance is subcontracted, the company providing the maintenance meets the FTA drug testing requirements.
- M. Facility Standards. LYNX shall provide a base of operations with adequate facilities to secure parking, administration, vehicle maintenance and service. LYNX administrative and management office shall be equipped with a fax machine on a dedicated telephone line, and sufficient voice telephone lines to ensure that the supervisors and administrative staff can be reached during service hours, as specified in Attachment A.
- N. Refusal of Service. LYNX shall have the right to refuse service to a passenger only if it is believed that the passenger cannot be transported safely or the passenger is disruptive, abusive, or reasonably appears to be intoxicated. All service denials will be recorded on the Daily Operations Report and faxed to VOTRAN immediately.

16. CHANGES IN SERVICE. The COUNTY and LYNX may make changes within the scope of work to this Agreement as per mutual agreement between the parties. Such changes may include, but are not limited to revised schedules, routes and stops; record keeping/reporting requirements; federal and state legislative action, and additional driver training and operations policy proposal. Should any change have a financial effect on the cost of operations, an equitable adjustment in the rates of compensation shall be negotiated.

17. STATUS OF LYNX. LYNX shall have the status of independent contractor to COUNTY, and not that of agent or employee. LYNX agrees that personnel assigned to provide services pursuant to this Agreement shall be considered employees of LYNX only, and not employees or agents of COUNTY. LYNX shall, with respect to said employees, be responsible for withholding and paying federal income taxes, paying Social Security taxes, paying unemployment insurance and maintaining a policy of insurance covering workers compensation risks in such amounts and with such coverage as required by the laws of the State of Florida.

- 18. CONFIDENTIALITY/SOLICITATION.** LYNX agrees to comply with applicable federal, state, or local laws, policies and procedures regarding disclosure of information concerning passengers who receive services under this Agreement.
- 19. VEHICLE INSURANCE.** LYNX agrees to provide COUNTY with a Certificate of Insurance on the date of execution hereof, and on each renewal date showing a minimum liability insurance coverage for each vehicle used to provide service pursuant to Sovereign Immunity Statutes 768.28 which provides \$100,000 per person and \$200,000 per occurrence. A copy of LYNX' Self-Insurance Certificate will be provided to COUNTY.
- 20. TERMINATION OF AGREEMENT.**
- A. Termination Without Cause.** Either party may terminate this Agreement without cause unto one hundred twenty (120) days written notice to the other party. Upon such termination without cause, LYNX shall be entitled to payment in accordance with the payment provisions, for services rendered up to the termination date and COUNTY shall have not other obligations to LYNX.
- B. Termination for Cause.** COUNTY may terminate this Agreement for material breach or for default, in accordance with the paragraph, if LYNX fails to perform the services in a timely manner and in accordance with the standards provided in Section 16 above. Prior to termination for cause, COUNTY shall give LYNX a Notice of Intent to Terminate, specifying the circumstances of LYNX' default. LYNX shall have fifteen (15) days to cure the default (measured from LYNX' receipt of the Notice of Intent). Notice of Intent to Terminate shall be provided by facsimile transmission as well as by certified-mail. If LYNX fails to cure the default before the expiration of the fifteen (15) day cure period, then COUNTY shall have no further obligation to LYNX except to pay for services provided through the date of the termination. LYNX shall not be found in default for events arising due to acts of God.
- C. Termination Due to Lack of Funding.** In the event funds to finance all or a portion of this Agreement are not available, the parties may mutually terminate this Agreement with no less than 120 days written notice. Any decision regarding availability of funds shall rest solely in the sound legislative discretion of the County Council or LYNX' governing board.
- 21. INDEMNIFICATION.** LYNX. Shall indemnify and hold harmless COUNTY, its agents and employees pursuant to applicable state law.

- 22. GOVERNING LAWS.** Except to the extent Federal law is applicable, the interpretation, effect, and validity of this Agreement shall be governed by laws and regulations of the State of Florida, and County of Volusia, Florida. Venue of any legal action to enforce the terms of this Agreement, or any default thereof shall be in Volusia County, Florida. In the event that an action is brought for the enforcement of any term of the Agreement, or any right arising therefrom, the parties expressly waive the respective right to have such action tried by jury trial and hereby consent to a non-jury trial for the adjudication of such action.
- 23. AUDIT.** COUNTY may require LYNX' financial and performance records to be audited on an annual basis by an independent certified public accountant of COUNTY's selection at COUNTY expense, as a part of COUNTY's reasonable monitoring of LYNX' performance hereunder. By execution of this Agreement LYNX grants its consent to such audit.
- 24. NOTICES.** All notices, demands, or other communications given hereunder shall be in writing and shall be deemed to have duly affected on the first business day after mailing and U.S. Registered or Certified Mail, Return Receipt Requested, postage prepaid, addressed as follows:

Lois Bollenback
General Manager
VOTRAN
950 Big Tree Road
South Daytona, FL 32119

Linda S. Watson
Chief Executive Officer
LYNX
455 N. Garland Avenue
Orlando, FL 32801

Also:

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

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

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

change or variance from this Agreement shall be binding on either party unless executed in writing by both parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date specified.

County of Volusia

Central Florida Regional
Transportation Authority

County Council Date

Chief Executive Officer Date

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

Chief Executive Officer
LYNX
455 N. Garland Avenue
Orlando, Florida 32801

Attest:

Attest:

County Manager

Assistant Secretary

Consent Agenda Item #6.B. iii

To: LYNX Board of Directors

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

Phone: 407.841.2279 ext: 6047

Item Name: Authorization to Extend Contracts
~ Authorization to execute a renewal option of the interlocal agreement with Orange County for "THE CLUB" Program

Date: 9/27/2007

ACTION REQUESTED:

Staff requests the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to execute the FY2008 Interlocal Agreement with Orange County for "THE CLUB" Program.

BACKGROUND:

On August 5, 2004, LYNX and Orange County entered into a Transportation Partnership Agreement for LYNX to provide its regularly scheduled fixed route services to *the Club* participants with valid identification between the hours of 1:00 p.m. to 11:00 p.m. on weekdays and 6:00 a.m. to 11:00 p.m. on weekends, and during school breaks as determined by the County with advanced notice to LYNX. Orange County pays LYNX the KIS (Kids in School) discount fare rate for each trip. The current KIS fare is 75 cents.

Over the past three years, the program has worked very well. The ridership has increased from 67,457 in 2005, to 242,346 in 2006, and to approximately 697,278 in 2007. LYNX is pleased to participant in such a worthwhile effort and welcomes the opportunity to continue this successful program.

FISCAL IMPACT:

LYNX will recognize approximately \$523,000 in FY2007 customer fare revenue as a result of this program.

ORANGE COUNTY, FLORIDA
and
CENTRAL FLORIDA
REGIONAL TRANSPORTATION AUTHORITY

TRANSPORTATION PARTNER AGREEMENT
for
THE CLUB PROGRAM

THIS AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 2007, by and between **Orange County**, a charter county and political subdivision of the State of Florida ("County"), and the **Central Florida Regional Transportation Authority d/b/a LYNX**, a body politic and corporate, created by Part II, Chapter 343, Florida Statutes, whose address is 455 N. Garland Ave., Orlando, Florida 32801 ("Authority").

WITNESSETH:

WHEREAS, the Authority performs functions necessary for the achievement of an integrated, efficient and well-balanced transit system for Orange, Osceola and Seminole counties, and takes all steps and actions necessary or convenient for the conduct of its business in order to carry out its powers in accordance with Chapter 343, Florida Statutes; and

WHEREAS, the County is located within the Authority's current service area and provides funding for the Authority's operations; and

WHEREAS, the County, through public-private partnerships, has established *the Club*, a program which provides positive, year-round, and expanded, recreational opportunities for youth throughout the County; and

WHEREAS, the County desires to continue having the Authority as a Transportation Partner for *the Club*; and

WHEREAS, the Authority, as a Transportation Partner, agrees to continue to provide transportation for youth who participate in *the Club*; and

WHEREAS, the County and Authority are each respectively authorized to enter into this Agreement.

NOW, THEREFORE, in consideration of the promises contained herein and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the County and Authority agree as follows:

Section 1. Authority's Obligations.

The Authority shall:

(a) Provide its regularly scheduled fixed route transit service to *the Club* participants with valid identification between the hours of 1pm-11pm on weekdays and 6am-11pm on weekends, and during school breaks as determined by the County with advanced notice to the Authority.

(b) Create, operate, and maintain a system and/or mechanism which will completely and accurately record the number of trips taken by *the Club* participants.

(c) Provide to the County a monthly rideship report entitled "Special County Summary by Route" ("Report"). The Report shall be provided using the Genfare software and shall accurately reflect the total number of trips taken by *the Club* participants during the applicable month.

(d) Provide to the County, starting on November 1, 2007, monthly invoices which shall set forth the total monthly cost of trips taken by *the Club* participants. The total monthly cost of trips shall be calculated by multiplying the "Kids In School" ("KIS") discount rate of \$0.75 by the total number of trips taken by each of *the Club* participants during the applicable month. An example of a monthly invoice is set forth in Attachment "A."

Section 2. County's Obligations. Upon receipt, review and approval of the monthly invoices, the County shall pay the Authority in accordance with the Florida Prompt Payment Act, codified at Sections 218.70 to 218.70 of the Florida Statutes.

Section 3. Cost. The County hereto acknowledges that the cost for providing transportation service to *the Club* participants shall be consistent with Authority's approved fare structure for KIS discount fares.

Section 4. Term and Termination. The term of this Agreement shall commence on the date first above written and shall continue until September 30, 2008, unless it is terminated on an earlier date by either the County or the Authority. This Agreement may be extended for additional terms of two (2) years each, upon the mutual agreement of both parties. In the event the County or the Authority desires to terminate this Agreement, it shall provide written notice to the other party, and the termination shall occur six (6) months after receipt of the notice by the other party or on such later date as may be specified in the notice. Such notice shall be delivered by certified mail or in person to the business address of the party upon whom such notice is served.

Section 5. Independent Contractor. The Authority expressly acknowledges that it is acting as an Independent Contractor, and nothing in this Agreement is intended or shall be construed to establish an agency, partnership or joint venture relationship between the parties.

Section 6. Equal Opportunity Employment/Procurement. The Authority, in performing under this Agreement, shall not discriminate against any worker, vendor, employee or applicant or any member of the public because of race, creed, color, sex, age or national origin, nor otherwise commit an unfair employment and/or procurement practice on such basis.

Section 7. Right to Inspect and Audit Books. With respect to the services performed under this Agreement, the Authority shall permit County staff and the County Comptroller and her staff to inspect and audit its books and accounts at any time during normal working hours, provided that reasonable notice is given to the Authority prior to any such inspection. Any costs incurred as a result of a County audit shall be the sole responsibility of and shall be borne by the Authority. For a period ending five (5) years after the expiration or termination of this Agreement, the Authority shall make all records and documents relating to this Agreement available for inspection and copying by the County or any agent designated by the County.

Section 8. Public Records Act. In accordance with Chapter 119 of the Florida Statutes (Public Records Law), any “public record” created or received by County, including reports, specifications, drawings, maps, and tables, must be made for inspection, and upon request and payment, copying, unless such public record falls within an exception or exemption to the Public Records Act and each page is clearly and conspicuously marked as such.

Section 9. Assignment. The Authority shall not assign its rights hereunder without the prior written consent of the County. Failure to comply with this provision may result in immediate termination of this Agreement.

Section 10. Indemnification. To the fullest extent permitted by law, each party to this Agreement shall be solely responsible for all claims, including, but not limited to, suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorneys’ fees, costs and expenses of whatsoever kind or nature, arising out of its acts, errors and omissions in connection with this Agreement, or the acts, errors and omissions of anyone acting under its direction, control and on its behalf, and accordingly each party shall, subject to the provision of Section 768.28, Florida Statutes, defend, indemnify and hold harmless the other party, its agents, employees and elected officers, at all times from and against any and all liability, loss or expenses arising from said claims.

Section 11. Insurance. Each party shall acquire and maintain, throughout the term of this Agreement, such general liability insurance, automobile insurance, and workers’ compensation insurance as required by their current rules and regulations.

Section 12. Filing. A copy of this Agreement may be filed with the Clerk to the Board of County Commissioners for Orange County, Florida.

Section 13. Liability. Each party to this Agreement and their respective officers and employees shall not be deemed to assume any liability for the acts, omissions, and negligence of the other party. Further, nothing herein shall be construed as a waiver of sovereign immunity by any party, pursuant to Section 768.28, Florida Statutes.

Section 14. Amendments. This Agreement may be amended only through a written document executed by all parties.

Section 15. Litigation and Venue. In the event any party deems it necessary to take legal action to enforce any provision of this Agreement, venue shall be in the Circuit Court of the Ninth Judicial Circuit in Orange County, Florida.

Section 16. Remedies. No remedy herein conferred upon any part is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any rights, power, or remedy hereunder shall preclude any other or further exercise thereof.

Section 17. Severability. In the event that any section, paragraph, sentence, clause or provision hereof be held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.

Section 18. Waiver. Performance of this Agreement by any party, after notice of default of any of the terms, covenants or conditions, shall not be deemed a waiver of any right to terminate this Agreement for any subsequent default, and no waiver of such default shall be construed or act as a waiver of any subsequent default.

Section 19. No Third-Party Beneficiaries. This Agreement does not create, and shall not be construed as creating, any rights enforceable by any person or entity other than the parties to this Agreement.

Section 20. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

Section 21. Signatory. Each signatory below represents and warrants that he or she has full power and is duly authorized by their respective party to enter into and perform this Agreement. Such signatory also represents that he or she has fully reviewed and understands the above conditions and intends to fully abide by the conditions and terms of this Agreement as stated.

Section 22. Notices. All notices permitted or required by this Agreement shall be given by hand delivery or sent by certified mail, return receipt requested, addressed as follows:

To County: Matt Suedmeyer
Assistant Manager, Parks and Recreation Division
4801 W. Colonial Dr.
Orlando, FL 32808

To Authority: Lisa Darnall
Chief Operating Officer
455 N. Garland Ave.
Orlando, FL 32801

Section 23. Entire Agreement. This Agreement contains the entire agreement between the parties. No promises, representations, warranties or covenants not included herein has been or shall be relied upon by either party. Any modifications, additions, or amendments hereto must be in writing, signed by all parties.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

By: _____
Richard T. Crotty
Orange County Mayor

Date: _____

ATTEST: Martha O. Haynie, Comptroller as
Clerk to the Board of County Commissioners

By: _____
Deputy Clerk

Date: _____

CENTRAL FLORIDA REGIONAL
TRANSPORATION AUTHORITY
d/b/a LYNX

By: _____
Linda S. Watson
Chief Executive Officer

Date: _____

ATTEST:

By: _____

Consent Agenda Item #6.C. i

To: LYNX Board of Directors

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

Phone: 407.841.2279 ext: 6036

Item Name: Miscellaneous
~ Authorization to amend the application to the Florida Department of Transportation (FDOT) for Transportation Regional Incentive Program (TRIP) funding for FY 2008/09

Date: 9/27/2007

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to amend the application for Transportation Regional Incentive Program (TRIP) funding to the Florida Department of Transportation (FDOT) for FY 2008/09 to increase the number of buses from 12 to 16.

BACKGROUND:

In 2005, the Florida Legislature passed Senate Bill 360. This new Growth Management legislation included provisions for Transportation Regional Incentive Program (TRIP) funds, which could be used to purchase new buses for service expansion. LYNX requested, and the Florida Department of Transportation (FDOT) approved, funding for 16 buses under this program to provide vehicles for Service Development Grant-funded services. LYNX secured a State Infrastructure Bank (SIB) Loan to provide the 50% match to the TRIP funds.

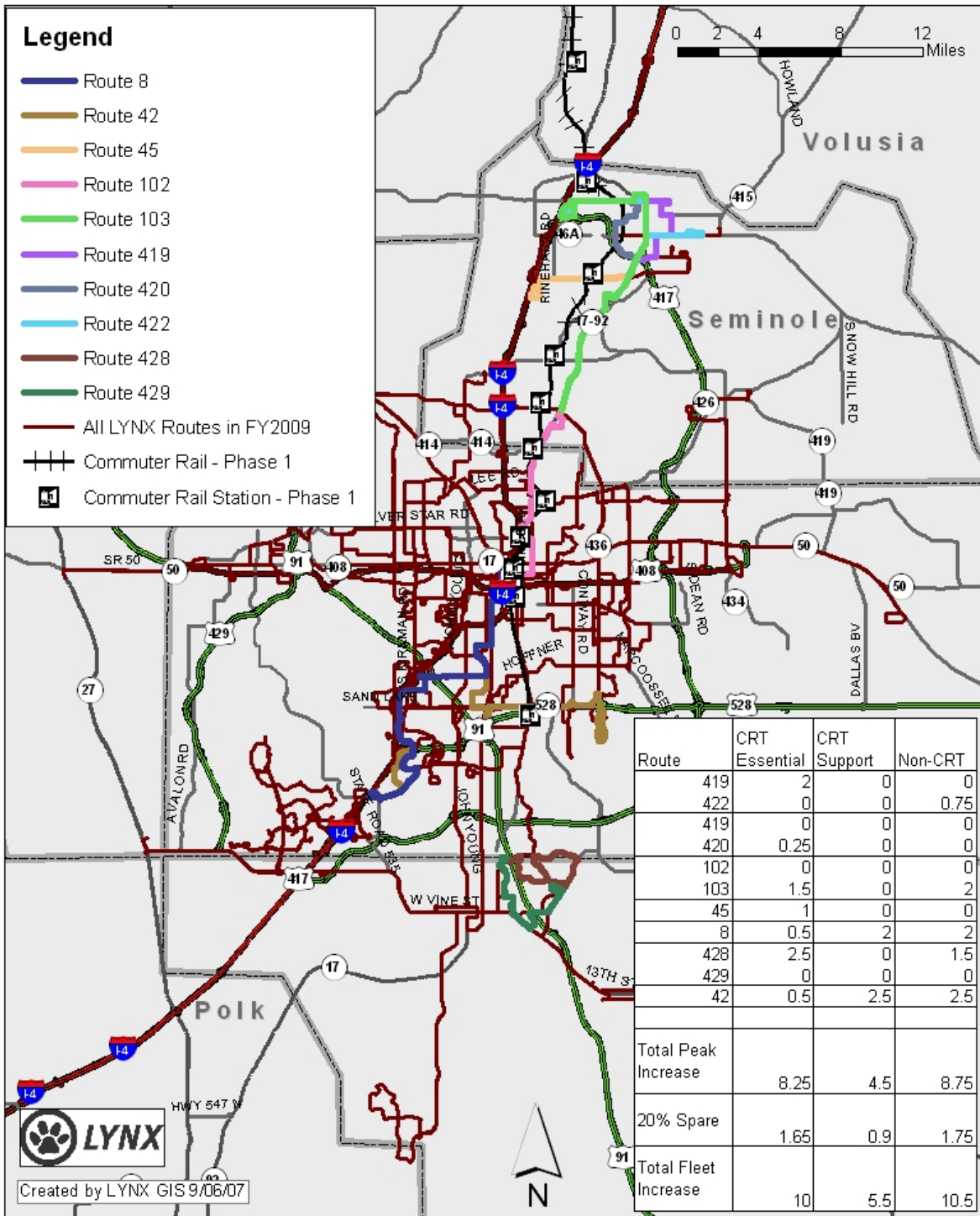
In 2006, LYNX again requested TRIP funding for FYs 2007/08 and 2008/09 for 25 additional buses. FDOT awarded funding for 12 buses in FY 2008/09, with the caveat that they be used only for Commuter Rail related services.

At a recent quarterly meeting, FDOT indicated to LYNX willingness to program FY 2008/09 TRIP funds for 4 additional buses needed to support Commuter Rail. The Initial Operating Segment for the opening year was extended from Downtown Orlando to Sand Lake Road, and the additional 4 buses would help to serve this extension. LYNX will need to amend its TRIP application for FY 2008/09 in order for this to take place.

FISCAL IMPACT:

It is anticipated that FDOT will program additional TRIP funding for the State's FY 2008/09. LYNX can utilize capital Federal XU and Section 5309 funds for the match. Operating and maintenance funds for the expansion buses will need to be included in the LYNX FY 2009 Operating Budget. Approved TRIP funding will be utilized pending availability of matching funds, and operating and maintenance funds to support the expansion vehicles.

16 Buses Requested in FY 2008/2009



Consent Agenda Item #6.C. ii

To: LYNX Board of Directors

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

Phone: 407.841.2279 ext: 6036

Item Name: Miscellaneous
~ Authorization to enter into an annual coordination agreement with three Medicaid compensable entities and multiple other non-compensable entities

Date: 9/27/2007

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to enter into an annual coordination agreement with three Medicaid compensable entities and multiple other non-compensable entities.

BACKGROUND:

Florida Statute 427 requires any entity receiving State funding with a transportation line item in their budget (with the exception of Medicaid) to maintain a Coordination Agreement with the designated Community Transportation Coordinator (CTC) within their service area. To receive those State funds, the entities receiving the funding must be able to provide the service at a cost lower than that of the CTC, with the same quality of service.

Florida Statute 427 requires the CTC to perform an annual evaluation of the entities to ensure safety and compliance with State and Federal regulation. It further requires the entities to report their annual statistics to the CTC for inclusion in the CTC's Annual Operating Report (AOR). This allows the Florida Legislature to understand how their transportation dollars are being used and allows the CTC to draw down additional Transportation Disadvantage Trust funds within their service area.

We currently have three Medicaid reimbursable Coordination Agreements in place and more than fifty Coordination Agreements with other entities that receive State funding.

The three Medicaid reimbursable entities include Lakeside Behavioral Healthcare, Park Place Behavioral (Osceola Mental Health), and Seminole Community Mental Health. These entities provide Medicaid compensable transportation services to their customers traveling to or from their facilities. Out of our Medicaid revenues, LYNX reimburses these entities \$16.40 per one-

way trip, less the \$1.00 per trip Medicaid co-pay. If these entities were not providing these transportation services, the trips would become the responsibility of the CTC (LYNX) at a cost of more than \$33 per trip. These entities provide approximately 72,656 annual trips at an annual expense to LYNX of \$1,118,903 and an annual savings to LYNX of approximately \$1,301,269.

The numerous other entities that receive State funding are primarily Developmental Services Med-Waiver transportation providers for the Agency for Persons with Disabilities Developmental (reimbursed by that agency at \$8.05 per one-way trip) or agencies that have received Section 5310 (formerly Section 16(b)2) capital funding through the Florida Department of Transportation. There is no fiscal exchange between LYNX and these agencies.

FISCAL IMPACT:

The three Medicaid compensable Coordination Agreements would have an expense to the FY 2008 budget of \$1,118,903 and a savings of \$1,301,269. This amount has been included in the Paratransit Operations FY 2008 Operating Budget. The multiple non-compensable Coordination Agreements would have no fiscal impact on the FY 2008 budget.

TRANSPORTATION DISADVANTAGED COORDINATION CONTRACT

This Contract (the "Contract") is made and entered into by and between the Central Florida Regional Transportation d/b/a LYNX (the "Authority"), a body politic and corporated created by Part II, Chapter 343, Florida Statutes, and _____ . (hereafter designated as "Agency").

WITNESSETH:

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

WHEREAS, the Authority has been designated as the Community Transportation Coordinator (the "Coordinator") as defined in Chapter 427, Fla. Stat. (1991) and Rule 41-2, Fla. Admin. Code, by the Commission for the Transportation Disadvantaged (the "CTD"); and

WHEREAS, the Authority, acting as the Coordinator, is required, under Rule Chapter 41-2, Fla. Admin. Code, to enter into a coordination contract with those organizations or agencies who receive transportation disadvantaged funds and who can perform and deliver transportation disadvantaged services more effectively and efficiently on their own, and

WHEREAS, the Agency, as a condition of receiving financial assistance and to comply with Chapter 427, Fla. Stat. (1991), is required to coordinate its delivery of transportation disadvantaged services with the Coordinator.

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

1. Recitals:

1.01 The recitals set forth above are true and correct.

1.02 The Authority and Agency wish to establish this Contract to evidence their respective compliance with Chapter 427, Fla. Stat. (1991) and other state or federal laws.

2. Agency's obligations:

2.01 The Agency enters into this Coordination Contract with the understanding that it is the duty of the Coordinator to ensure that transportation disadvantaged persons in the tri-county area are provided transportation services that are safe, efficient, cost-effective and are not duplicative or

fragmented. This responsibility entails reporting requirements, financial and service monitoring, and safety monitoring.

2.02 The Agency shall provide certain transportation services, the scope of which are described in the approved Scope of Services attached hereto, as Exhibit "A", and made a part hereof (the "Transportation Services").

2.03 The Transportation Services shall be delivered in Orange, Seminole and Osceola counties (the "Tri-County area").

3. Authority's rights and obligations:

3.01 The Authority shall have no responsibility under this contract to provide or broker Transportation Services to or for the Agency's clients.

3.02 The Authority shall be entitled to include Agency sponsored trip and mileage data in the Annual Operating Report to the Commission for the Transportation Disadvantaged. The number of trips and miles included in this report are two (2) of four (4) equally weighted criteria used to determine the amount of the Trip and Equipment Grant awarded monthly to the Authority as Community Transportation Coordinator.

3.03 The Authority may review the Agency's operations and recommend changes with regard to personnel and employment practices of the Agency or its sub-contractors who are directly or indirectly providing paratransit services under this contract.

3.04 The Authority shall have the right on its own behalf or on behalf of the Agency, to review the personnel files of any safety sensitive employee having contact with paratransit customers or clients, upon receipt of prior written permission of the affected employee.

3.05 The Authority may recommend that the Agency remove certain vehicle(s) from service which the Authority or the Agency regards as unsuitable for service.

3.06 Failure to comply with the Authority's recommendations may result in disallowance or cessation of funding for the Transportation Services.

3.07 The Authority shall have the right to inspect and audit the Agency's books and records, and those of its sub-contractors, which are related to and attributed to the Agency's delivery of Transportation Services contemplated under this Contract.

4. Contract Term, Renewal:

4.01 The term of this Contract shall be for a period of one year, commencing on October 1, 2007, and terminating on September 30, 2008.

5. Contract Termination:

5.01 This Contract shall be terminated under the following situations:

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

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

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

5.01.04. Upon completion of the performance obligations of the Authority and the Agency, as set forth herein.

5.02 Termination for Default

5.02.01. The Authority may, by written notice of default to the Agency, terminate the whole or any part of this contract if the Agency fails to perform its obligations hereunder within the time specified herein or any extension thereof; or if the Agency acts in such a manner as to endanger its clients.

5.02.02. Termination shall occur, in either of these circumstances, if the Agency does not cure such default in performance obligations within a period of ten (10) days (or such longer period as the Authority's Contracting Officer or the Agency may authorize in writing) after receipt of written notice from the Authority's Contracting Officer or Agency specifying such failure.

5.02.03. If the contract is terminated in whole or in part for default, the Authority may report the incident to such state or federal

agencies as are interested in the funding of the Agency with regard to its Transportation Services.

5.03 Termination for Convenience

5.03.01. The Authority shall have the right to terminate this contract without cause upon sixty (60) calendar days written notice to Agency.

6. Liabilities Against the Authority:

6.01 The Agency agrees to be responsible for, and assume the defense of and indemnify and save harmless the Authority, and the Authority's officers and employees, from all claims, demands, judgments, liability, loss or damage, including attorney's fees for bodily injury, death, or property damage including all appeals and all administrative actions, including patent infringements, resulting directly or indirectly from the performance of, or the failure to perform, this Contract's performance obligations by the Agency or by any person, firm, or corporation to whom any portion of the work is subcontracted to by the Agency, or resulting from the use of any equipment, machinery, or other property of the Agency.

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

6.02 The Authority, to the extent permitted by law, agrees to be responsible for, and assume the defense of and indemnify and save harmless the Agency and the Agency's officers and employees, except for the sole negligence of the Agency, from all claims, demands, judgments, liability, loss, damage, including attorney's fees or injuries of every kind, including all appeals and all administrative actions, including patent infringements, resulting directly or indirectly from the performance of, or the failure to perform, the obligations of the Authority created hereby or by any person, firm, or corporation to whom any portion of the obligations of the Authority are subcontracted to by the Authority.

7. Litigation; Attorney's Fees and Costs:

- 7.01 The prevailing party shall be entitled to a reasonable attorney's fee and court costs in the event of any administrative or civil litigation with regard to the performance obligations of this Contract, to the extent permitted by law.
- 7.02 The term "litigation" includes any eligibility determination proceedings, administrative proceedings, civil suit and any appeals related thereto.

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

CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY
d/b/a LYNX

Seal:

By: _____

ATTEST: _____
Assistant Secretary

By: _____

(Printed or Typed)

Title _____

ATTEST: _____
Agency Clerk, Secretary/Asst. Sec.

EXHIBIT "A"

SCOPE OF SERVICE

The "SCOPE OF SERVICE" is part of the Coordination Contract (the "Contract") between the Central Florida Regional Transportation Authority (the "Authority"), a body politic and corporate agency created pursuant to Part II, Chapter 343, Florida Statutes, and Zealene Hatcher (hereafter called the "Agency" or the "Operator").

1. SCOPE OF SERVICES

- 1.01 The Operator shall provide Transportation Services to eligible transportation disadvantaged recipients from 12:00 AM to 11:59 PM, seven (7) days a week, unless otherwise specified.
- 1.02 Vehicles to be used and the type of recipient for such vehicles shall be as follows:
 - 1.02.01 Ambulatory recipients shall be transported in regular, multi-purpose van, station wagon or sedan.
 - 1.02.02 Non-ambulatory recipients shall be transported in a wheelchair van.
- 1.03 The Operator shall provide to the Coordinator all information related to its fare structure and conditions, including specific details with regard to any special rates.

2. SOURCES OF FUNDING

- 2.01 The Operator's sources of funding are to be estimated on an annual basis and supplied when requested.
- 2.02 Any Agency who receives funding through the Authority must follow the invoicing / billing procedures as outlined in attachment "A."

3. MANNER OF SERVICES TO BE PROVIDED

- 3.01 The Operator shall require drivers or attendants to open and close the vehicle doors when the client enters and exits the Operator's vehicles.
- 3.02 The Operator shall require drivers to see that all clients are safely seated with the seat belt fastened around the client, prior to moving the vehicle.

3.03 The Operator shall require drivers to provide additional assistance to the client if required or requested.

4. SAFETY REQUIREMENTS

4.01 The Operator shall only use vehicles that meet the requirements and provisions of Rule 14-90, Fla. Admin. Code, dealing with the Equipment and Operational Safety Standards Governing Public Sector Bus Transit Systems.

4.02 The Operator shall maintain a System Safety Program Plan (the "Safety Plan") pursuant to the requirements and provisions of Rule 14-90, Fla. Admin. Code, dealing with Equipment and Operational Safety Standards Governing Public Sector Bus Transit Systems. The Safety Plan shall be reviewed and approved by the Authority, within 30 days of the commencement date of this Contract.

4.03 The Operator shall hold applicable state and local licenses and permits that are required by the applicable governmental jurisdictions for the type of transportation being provided. The Operator shall only use properly licensed vehicles operated by properly licensed drivers to transport its clients or recipients.

4.04 Drivers shall have the required licensure as determined by Florida motor vehicle laws.

4.05 The Operator shall comply with the CTD specified minimum Insurance Requirements by maintaining liability insurance in amounts no less than - \$100,000.00 of coverage for one person and no less than \$200,000.00 per incident during the term of this contract.

4.06 The Operator shall establish and implement a drug testing program for its employees and applicants for employment who serve or will serve in safety sensitive positions and certify compliance.

5. REPORTING REQUIREMENTS

5.01 The Operator shall maintain a system for handling and resolving complaints regarding Transportation Services.

5.01.01. A complaint form shall be created and adopted for use by the operator.

5.01.02. The complaint form shall include sections which, when filled in, describe the nature of the complaint, identify the driver,

identify the vehicle involved, describe the action(s) taken to resolve the complaint, and identify and include the signature of the individual who investigated the incident.

- 5.01.03. Complaint forms for all complaints shall be filled out for all complaints.
- 5.02 The Operator shall maintain a system for reporting accidents and injuries which involve the Operator's clients.
 - 5.02.01 An accident and injury form shall be created and adopted for use by the operator.
 - 5.02.02 The accident and injury form shall include sections which, when filled in, describe the nature of the incident, identify the driver and the vehicle involved, identify all other persons involved, state the date and time of the incident, state the law enforcement agency case number assigned to the incident, and identify and include the signature of the individual who investigated the incident.
 - 5.02.03. The accident and injury form for all incidents in which a person is injured shall be filled out.
 - 5.02.04. The Authority shall be notified of all accidents in which an Operator's client has been injured. Notice shall be given to the person designated by the Authority to receive such notices.
- 5.03 The Operator shall provide the Authority with the following information annually. This will enable the Authority to comply with the CTD reporting requirements for the Annual Operating Report. The format for this information report will be supplied on an annual basis in June of the reporting year.
 - 5.03.01. Name of operation and type of service
 - 5.03.02. Service area and type of clients served
 - 5.03.03. Time and level of service
 - 5.03.04. Hours of operations
 - 5.03.05. Miles of operation
 - 5.03.06. Number of passenger trips
 - 5.03.07. Number of passengers served and funding for
 - 5.03.08. Number of vehicles
 - 5.03.09. Seating capacity and vehicle equipment
 - 5.03.10. Monthly operating, administrative, and capital expenditures

- 5.04 The Operator shall submit on an annual basis a vehicle inventory that includes vehicle mileage as of the reporting date and the expected replacement year for each vehicle placed in service by the Operator. The format for this information report will be supplied on an annual basis.
- 5.05 The Operator shall retain all records, supporting documents, statistical records and any other documents pertinent to this contract for a period of five (5) years after termination of this contract. Persons duly authorized by the Authority shall have full access to and the right to examine any of the records and documents that are required to be retained by this Contract during the retention period.
- 5.06 The Operator shall establish and follow monitoring and audit requirements for all Transportation Services. The Authority shall have the right to review the Operator's procedures and implementation at any time upon giving the Operator reasonable notice of its intent to review.
- 5.07 The Operator shall comply with the provisions of Chapter 427, Fla. Stat. (1991), Rule Chapter 41-2, Fla. Admin. Code, the Americans with Disabilities Act of 1990, and all applicable Federal, State and local law, codes and regulations.

Consent Agenda Item #6.C. iii

To: LYNX Board of Directors

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

Phone: 407.841.2279 ext: 6036

Item Name: Miscellaneous
~ The procurement of up to two 60-foot heavy duty articulated transit buses from New Flyer of America Corporation

Date: 9/27/2007

ACTION REQUESTED:

Staff is requesting authorization by the Board of Directors' for the Chief Executive Officer (CEO) or designee to issue a purchase order to New Flyer of America Corporation for the procurement of up to two (2) 60-foot heavy duty articulated low floor diesel fueled transit buses at a not to exceed amount of \$1.3 million.

BACKGROUND:

King County METRO of Seattle, Washington developed an RFP for multi-year pricing for the purchase of sixty heavy duty articulated transit buses. The RFP included a number of optional items including diesel fueled hybrid drive and diesel fueled standard drive. The contract (MB 06-02) issued to New Flyer of America on May 16, 2007, was for an estimated quantity of up to five hundred fifteen 60-foot articulated transit buses and included an option to purchase up to two hundred additional 60-foot articulated buses. LYNX would be assigned two of the options under this contact.

The cost of each unit is based on the current contract price of \$561,700 based on the features and options selected by Seattle. The unit price will not increase with the Producer Price Index (PPI) because we are in the first year of the contract, but it will be adjusted by the items added and deleted to make these buses comparable to other LYNX buses.

Articulated buses can be accommodated at the LYNX Operations Center (LOC) for storage and maintenance. These vehicles have an accordion-style bend in the middle, to allow for turning movements of a one and a half times larger vehicle. Articulated buses can seat 56 passengers, and LYNX typically assumes vehicle capacity at up to one and a half times the seating capacity. This equates to a "crush load" in an articulated bus of 90 passengers. A low floor 40' bus seats 40 passengers with a "crush load" of 76 passengers. When possible, if a route experiences a

crush load, LYNX attempts to provide a “plug bus” to accommodate the overflow should full buses not be able to take on additional waiting passengers. An articulated bus would assist by providing additional capacity while still using only one vehicle and driver.

LYNX is currently experiencing crush loads on some of its major workforce routes. Additionally, routes which operate along Interstate-4 have a preferred capacity equal to that of the seats available, though this is often not the case and could present safety issues. At present, Links 50, 302 and 304, all of which operate along Interstate-4, would be candidates for an articulated bus because of almost daily crush loads (including Sundays). Additionally, Link 4, which operates along US 441/Orange Blossom Trail, routinely experiences crush loads in both directions despite recent improvements to Link 8 headways, portions of which also operate along US 441. While other routes may also be candidates, non-LYNX controlled facilities such as Orlando International Airport may not be able to accommodate articulated vehicles.

The articulated bus will have an FTA service life of 12 years or 500,000 miles. At this point, the only known operations and maintenance cost savings is in the increased capacity without adding a driver. Although actual maintenance costs are unknown, based on information from other transit properties, the cost will most likely be equal to 1.5 buses.

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

King County Metro’s goal is 7.4%.

FISCAL IMPACT:

This is included in the FY08 Capital Budget and funded 100% from Federal discretionary funds secured in FY07.

Consent Agenda Item #6.C. iv

To: LYNX Board of Directors

From: Bert Francis
CHIEF FINANCIAL OFFICER
Belinda Balleras
(Technical Contact)

Phone: 407.841.2279 ext: 6047

Item Name: Miscellaneous
~ Authorizing Resolution for a Joint Participation Agreement with the Florida Department of Transportation – State Operating Assistance

Date: 9/27/2007

ACTION REQUESTED:

Authorization for the Chairman of the LYNX Governing Board to execute a resolution which authorizes the Chief Executive Officer to sign a multi-year Joint Participation Agreement with the Florida Department of Transportation beginning with the FY 2008 state block grant for operating assistance in the amount of \$8,024,440. This JPA will be supplemented annually through FY 2012 as funds are appropriated as part of the annually adopted state Work Program.

BACKGROUND:

The Florida Block Grant Program was enacted by the Florida Legislature to provide a stable source of funding for public transportation. Funds are awarded to eligible transit providers who are recipients of funding from the Federal Transit Administration's formula program for urbanized and non-urbanized areas.

In FY 2008, the Florida Department of Transportation included in its Work Program funds for LYNX' operating assistance. FDOT will obligate funds in the amount of \$8,024,440 under Joint Participation Agreement FM# 40461418401.

FISCAL IMPACT:

The state funds are programmed in the FY 2008 budget for operating revenues. Supplemental JPA funding in subsequent fiscal years will be programmed in respective fiscal year operating budgets.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION
JOINT PARTICIPATION AGREEMENT

725-030-06
 PUBLIC TRANSPORTATION
 CS-07
 Page 1 of 14

Financial Project No.: 40461418401 <small>(item-segment-phase-sequence)</small>	Fund: 010 Function: 683 Federal No.: N/A DUNS No.: 80-939-7102	FLAIR Approp.: 088774 FLAIR Obj.: 750010 Org. Code: 55052000531 Vendor No.: F592-982-959-005
Contract No.:	CSFA Number: 55010	
CFDA Number: N/A		

THIS AGREEMENT, made and entered into this _____ day of _____, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida, hereinafter referred to as the Department, and Central Florida Regional Transportation Authority, dba LYNX 455 N. Garland Ave., Orlando, FL 32801 hereinafter referred to as Agency. The Department and Agency agree that all terms of this Agreement will be completed on or before September 30, 2012 and this Agreement will expire unless a time extension is provided in accordance with Section 18.00.

W I T N E S S E T H :

WHEREAS, the Agency has the authority to enter into said Agreement and to undertake the project hereinafter described, and the Department has been granted the authority to function adequately in all areas of appropriate jurisdiction including the implementation of an integrated and balanced transportation system and is authorized under 341.052 (1) Florida Statutes, to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations herein, the parties agree as follows:

1.00 Purpose of Agreement: The purpose of this Agreement is to provide State Public Transit Block Grant funding for eligible transit administration and operating assistance for fixed route service in the urbanized areas of Orange, Osceola and Seminole counties.

and as further described in Exhibit(s) A, B, C, D attached hereto and by this reference made a part hereof, hereinafter referred to as the project, and to provide Departmental financial assistance to the Agency and state the terms and conditions upon which such assistance will be provided and the understandings as to the manner in which the project will be undertaken and completed.

2.00 Accomplishment of the Project

2.10 General Requirements: The Agency shall commence, and complete the project as described in Exhibit "A" attached hereto and by this reference made a part hereof this Agreement, with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions herein, and all applicable laws.

2.20 Pursuant to Federal, State, and Local Law: In the event that any election, referendum, approval, permit, notice, or other proceeding or authorization is requisite under applicable law to enable the Agency to enter into this Agreement or to undertake the project hereunder, or to observe, assume or carry out any of the provisions of the Agreement, the Agency will initiate and consummate, as provided by law, all actions necessary with respect to any such matters so requisite.

2.30 Funds of the Agency: The Agency shall initiate and prosecute to completion all proceedings necessary including federal aid requirements to enable the Agency to provide the necessary funds for completion of the project.

2.40 Submission of Proceedings, Contracts and Other Documents: The Agency shall submit to the Department such data, reports, records, contracts and other documents relating to the project as the Department may require as listed in Exhibit "C" attached hereto and by this reference made a part hereof.

3.00 Project Cost: The total estimated cost of the project is \$ see Exhibit B. This amount is based upon the estimate summarized in Exhibit "B" attached hereto and by this reference made a part hereof this Agreement. The Agency agrees to bear all expenses in excess of the total estimated cost of the project and any deficits involved.

4.00 Department Participation: The Department agrees to maximum participation, including contingencies, in the project in the amount of \$ see Exhibit B as detailed in Exhibit "B", or in an amount equal to the percentage(s) of total project cost shown in Exhibit "B", whichever is less.

4.10 Project Cost Eligibility : Project costs eligible for State participation will be allowed only from the effective date of this agreement. It is understood that State participation in eligible project costs is subject to:

- (a) Legislative approval of the Department's appropriation request in the work program year that the project is scheduled to be committed;
- (b) Availability of funds as stated in Section 17.00 of this Agreement;
- (c) Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement;
- (d) Department approval of the project scope and budget (Exhibits A & B) at the time appropriation authority becomes available.

4.20 Front End Funding : Front end funding is is not applicable. If applicable, the Department may initially pay 100% of the total allowable incurred project costs up to an amount equal to its total share of participation as shown in paragraph 4.00.

5.00 Retainage : Retainage is is not applicable. If applicable, N/A percent of the Department's total share of participation as shown in paragraph 4.00 is to be held in retainage to be disbursed, at the Department's discretion, on or before the completion of the final project audit.

6.00 Project Budget and Payment Provisions:

6.10 The Project Budget: A project budget shall be prepared by the Agency and approved by the Department. The Agency shall maintain said budget, carry out the project and shall incur obligations against and make disbursements of project funds only in conformity with the latest approved budget for the project. No budget increase or decrease shall be effective unless it complies with fund participation requirements established in Section 4.00 of this Agreement and is approved by the Department Comptroller.

6.20 Payment Provisions: Unless otherwise allowed under Section 4.20, payment will begin in the year the project or project phase is scheduled in the work program as of the date of the agreement. Payment will be made for actual costs incurred as of the date the invoice is submitted with the final payment due upon receipt of a final invoice.

7.00 Accounting Records:

7.10 Establishment and Maintenance of Accounting Records: The Agency shall establish for the project, in conformity with requirements established by Department's program guidelines/procedures and "Principles for State and Local Governments", separate accounts to be maintained within its existing accounting system or establish independent accounts. Such accounts are referred to herein collectively as the "project account". Documentation of the project account shall be made available to the Department upon request any time during the period of the Agreement and for three years after final payment is made.

7.20 Funds Received Or Made Available for The Project: The Agency shall appropriately record in the project account, and deposit in a bank or trust company which is a member of the Federal Deposit Insurance Corporation, all payments received by it from the Department pursuant to this Agreement and all other funds provided for, accruing to, or otherwise received on account of the project, which Department payments and other funds are herein collectively referred to as "project funds". The Agency shall require depositories of project funds to secure continuously and fully all project funds in excess of the amounts insured under federal plans, or under State plans which have been approved for the deposit of project funds by the Department, by the deposit or setting aside of collateral of the types and in the manner as prescribed by State Law for the security of public funds, or as approved by the Department.

7.30 Costs Incurred for the Project: The Agency shall charge to the project account all eligible costs of the project. Costs in excess of the latest approved budget or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs.

7.40 Documentation of Project Costs: All costs charged to the project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of the charges.

7.50 Checks, Orders, and Vouchers: Any check or order drawn by the Agency with respect to any item which is or will be chargeable against the project account will be drawn only in accordance with a properly signed voucher then on file in the office of the Agency stating in proper detail the purpose for which such check or order is drawn. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the project shall be clearly identified, readily accessible, and, to the extent feasible, kept separate and apart from all other such documents.

7.60 Audit Reports: In addition to the requirements below, the Agency agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department, including but not limited to site visits and limited scope audits. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the State Comptroller or Auditor General. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of three years from the date the audit report is issued, and shall allow the Department access to such records and working papers upon request. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official.

The Agency shall comply with all audit and audit reporting requirements as specified in Exhibit "D" attached hereto and by this reference made a part hereof this Agreement.

7.61 Monitoring: In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, Florida Statutes, (see "Audits" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, and/or other procedures. The Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the Agency is appropriate, the Agency agrees to comply with any additional instructions provided by the Department staff to the Agency regarding such audit. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by FDOT's Office of Inspector General (OIG) and Florida's Chief Financial Officer (CFO) or Auditor General.

7.62 Audits:

Part I Federally Funded: If the Agency is a state, local government, or non-profit organizations as defined in OMB Circular A-133 and a recipient of federal funds, the following annual audit criteria will apply:

1. In the event that the recipient expends \$500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. Exhibit "D" to this agreement indicates Federal resources awarded through the Department by this agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part.

2. In connection with the audit requirements addressed in Part I, Paragraph 1., the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133.

3. If the recipient expends less than the amount in Part I, Paragraph 1., an audit conducted in accordance with the provisions of OMB Circular A-133, is not required. If the recipient elects to conduct such an audit, the cost of the audit must be paid from resources obtained from other than Federal entities.

4. Federal awards are to be identified using the Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, and name of the awarding federal agency.

Part II State Funded: If the Agency is a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes, and a recipient of state funds, the following annual audit criteria will apply:

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services and the CFO; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Exhibit "D" to this agreement indicates state financial assistance awarded through the Department by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, Paragraph 1., the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than the amount in Part II, Paragraph 1., such audit is not required. If the recipient elects to conduct such an audit, the cost of the audit must be paid from the recipient's resources obtained from nonstate entities.

4. State awards are to be identified using the Catalog of State Financial Assistance (CSFA) title and number, award number and year, and name of the state agency awarding it.

Part III Other Audit Requirements

1. The Agency shall follow-up and take corrective action on audit findings. Preparation of a summary schedule of prior year audit findings, including corrective action and current status of the audit findings is required. Current year audit findings require corrective action and status of findings.

2. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is completed or the dispute is resolved. Access to project records and audit work papers shall be given to the Department, the Department Comptroller, and the Auditor General. This section does not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any other state official.

Part IV Report Submission

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by Section 7.622 Part I of this agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, by or on behalf of the recipient directly to each of the following:

A. The Department at each of the following addresses:

Florida Department of Transportation
Attention: Dianne Peek
719 South Woodland Blvd.
DeLand, FL 32720

B. The number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, submitted to the following address:

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

C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133.

2. In the event that a copy of the reporting package for an audit required by Section 7.62 Part I of this Agreement and conducted in accordance with OMB Circular A-133 is not required to be submitted to the Department for reasons pursuant to section .320 (e)(2), OMB Circular A-133, the recipient shall submit the required written notification pursuant to Section .320 (e)(2) and a copy of the recipient's audited schedule of expenditures of Federal awards directly to each of the following:

Florida Department of Transportation
Attention: Dianne Peek
719 South Woodland Blvd.
DeLand, FL 32720

In addition, pursuant to Section .320 (f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320 (c), OMB Circular A-133, and any management letters issued by the auditor, to the Department at each of the following addresses:

Florida Department of Transportation
Attention: Dianne Peek
719 South Woodland Blvd.
DeLand, FL 32720

3. Copies of financial reporting packages required by Section 7.62 Part II of this Agreement shall be submitted by or on behalf of the recipient directly to each of the following:
 - A. The Department at each of the following addresses:

Florida Department of Transportation
Attention: Dianne Peek
719 South Woodland Blvd.
DeLand, FL 32720
 - B. The Auditor General's Office at the following address:

Auditor General's Office
Room 401, Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450
4. Copies of reports or the management letter required by Section 7.62 Part III of this Agreement shall be submitted by or on behalf of the recipient directly to:
 - A. The Department at each of the following addresses:

Florida Department of Transportation
Attention: Dianne Peek
719 South Woodland Blvd.
DeLand, FL 32720
5. Any reports, management letter, or other information required to be submitted to the Department pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Section 215.97, Florida Statutes, and Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, when submitting financial reporting packages to the Department for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Agency in correspondence accompanying the reporting package.

7.63 Record Retention: The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of at least five years from the date the audit report is issued, and shall allow the Department, or its designee, the CFO or Auditor General access to such records upon request. The Agency shall ensure that the independent audit working papers are made available to the Department, or its designee, the CFO, or Auditor General upon request for a period of at least five years from the date the audit report is issued, unless extended in writing by the Department.

7.64 Other Requirements: If an audit discloses any significant audit findings related to any award, including material noncompliance with individual project compliance requirements or reportable conditions in internal controls of the Agency, the Agency shall submit as part of the audit package to the Department a plan for corrective action to eliminate such audit findings or a statement describing the reasons that corrective action is not necessary. The Agency shall take timely and appropriate corrective action to any audit findings, recommendations, and corrective action plans.

7.65 Insurance: Execution of this Joint Participation Agreement constitutes a certification that the Agency has and will maintain the ability to repair or replace any project equipment or facilities in the event of loss or damage due to any accident or casualty for the useful life of such equipment or facilities. In the event of the loss of such equipment or facilities, the Agency shall either replace the equipment or facilities or reimburse the Department to the extent of its interest in the lost equipment or facility. In the event this Agreement is for purchase of land or for the construction of infrastructure such as airport runways the Department may waive or modify this section.

8.00 Requisitions and Payments:

8.10 Action by the Agency: In order to obtain any Department funds, the Agency shall file with the Department of Transportation, District Five _____ Public Transportation Office 133 S. Semoran Blvd. Orlando _____, FL, 32807 _____ its requisition on a form or forms prescribed by the Department, and any other data pertaining to the project account (as defined in Paragraph 7.10 hereof) to justify and support the payment requisitions.

8.11 Invoices for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

8.12 Invoices for any travel expenses shall be submitted in accordance with Chapter 112.061, F.S. The Department may establish rates lower than the maximum provided in Chapter 112.061, F.S.

8.13 For real property acquired, submit;

- (a) the date the Agency acquired the real property,
- (b) a statement by the Agency certifying that the Agency has acquired said real property, and actual consideration paid for real property.
- (c) a statement by the Agency certifying that the appraisal and acquisition of the real property together with any attendant relocation of occupants was accomplished in compliance with all federal laws, rules and procedures required by any federal oversight agency and with all state laws, rules and procedures that may apply to the Agency acquiring the real property.

8.20 The Department's Obligations: Subject to other provisions hereof, the Department will honor such requisitions in amounts and at times deemed by the Department to be proper to ensure the carrying out of the project and payment of the eligible costs. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment on the project if:

8.21 Misrepresentation: The Agency shall have made misrepresentation of a material nature in its application, or any supplement thereto or amendment thereof, or in or with respect to any document or data furnished therewith or pursuant hereto;

8.22 Litigation: There is then pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the project, the Agreement, or payments to the project;

8.23 Approval by Department: The Agency shall have taken any action pertaining to the project which, under this agreement, requires the approval of the Department or has made related expenditures or incurred related obligations without having been advised by the Department that same are approved;

8.24 Conflict of Interests: There has been any violation of the conflict of interest provisions contained herein;
or

8.25 Default: The Agency has been determined by the Department to be in default under any of the provisions of the Agreement.

8.26 Federal Participation (If Applicable): Any federal agency providing federal financial assistance to the project suspends or terminates federal financial assistance to the project. In the event of suspension or termination of federal financial assistance, the Agency will reimburse the Department for all disallowed costs, including any and all federal financial assistance as detailed in Exhibit "B."

8.30 Disallowed Costs: In determining the amount of the payment, the Department will exclude all projects costs incurred by the Agency prior to the effective date of this Agreement, costs which are not provided for in the latest approved budget for the project, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

8.40 Payment Offset: If, after project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this agreement, the Department may offset such amount from payments due for work or services done under any public transportation joint participation agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made within sixty (60) days to the Department. Offsetting amounts shall not be considered a breach of contract by the Department.

9.00 Termination or Suspension of Project:

9.10 Termination or Suspension Generally: If the Agency abandons or, before completion, finally discontinues the project; or if, by reason of any of the events or conditions set forth in Sections 8.21 to 8.26 inclusive, or for any other reason, the commencement, prosecution, or timely completion of the project by the Agency is rendered improbable, infeasible, impossible, or illegal, the Department will, by written notice to the Agency, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected, or the Department may terminate any or all of its obligations under this Agreement.

9.11 Action Subsequent to Notice of Termination or Suspension. Upon receipt of any final termination or suspension notice under this paragraph, the Agency shall proceed promptly to carry out the actions required therein which may include any or all of the following: (1) necessary action to terminate or suspend, as the case may be, project activities and contracts and such other action as may be required or desirable to keep to the minimum the costs upon the basis of which the financing is to be computed; (2) furnish a statement of the project activities and contracts, and other undertakings the cost of which are otherwise includable as project costs; and (3) remit to the Department such portion of the financing and any advance payment previously received as is determined by the Department to be due under the provisions of the Agreement. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and budget as approved by the Department or upon the basis of terms and conditions imposed by the Department upon the failure of the Agency to furnish the schedule, plan, and budget within a reasonable time. The approval of a remittance by the Agency or the closing out of federal financial participation in the project shall not constitute a waiver of any claim which the Department may otherwise have arising out of this Agreement.

9.12 The Department reserves the right to unilaterally cancel this Agreement for refusal by the contractor or Agency to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, F.S. and made or received in conjunction with this Agreement.

10.00 Remission of Project Account Upon Completion of Project: Upon completion of the project, and after payment, provision for payment, or reimbursement of all project costs payable from the project account is made, the Agency shall remit to the Department its share of any unexpended balance in the project account.

11.00 Audit and Inspection: The Agency shall permit, and shall require its contractors to permit, the Department's authorized representatives to inspect all work, materials, payrolls, records; and to audit the books, records and accounts pertaining to the financing and development of the project.

12.00 Contracts of the Agency:

12.10 Third Party Agreements: Except as otherwise authorized in writing by the Department, the Agency shall not execute any contract or obligate itself in any manner requiring the disbursement of Department joint participation funds, including consultant, construction or purchase of commodities contracts or amendments thereto, with any third party with respect to the project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department as provided in Section 8.23. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same.

12.20 Compliance with Consultants' Competitive Negotiation Act: It is understood and agreed by the parties hereto that participation by the Department in a project with an Agency, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Agency complying in full with provisions of Chapter 287, F.S., Consultants' Competitive Negotiation Act. At the discretion of the Department, the Agency will involve the Department in the Consultant Selection Process for all contracts. In all cases, the Agency's Attorney shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.

12.30 Disadvantaged Business Enterprise (DBE) Policy and Obligation:

12.31 DBE Policy: It is the policy of the Department that disadvantaged business enterprises as defined in 49 CFR Part 26, as amended, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of 49 CFR Part 26, as amended, apply to this Agreement.

12.32 DBE Obligation: The Agency and its contractors agree to ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 26, as amended, have the maximum opportunity to participate in the performance of contracts and this Agreement. In this regard, all recipients, and contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26, as amended, to ensure that the Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform contracts. Grantees, recipients and their contractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of Department assisted contracts.

12.40 The Agency agrees to report any reasonable cause notice of noncompliance based on 49 CFR Part 26 filed under this section to the Department within 30 days of receipt by the Agency.

13.00 Restrictions, Prohibitions, Controls, and Labor Provisions:

13.10 Equal Employment Opportunity: In connection with the carrying out of any project, the Agency shall not discriminate against any employee or applicant for employment because of race, age, creed, color, sex or national origin. The Agency will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, age, creed, color, sex, or national origin. Such action shall include, but not be limited to, the following: Employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Agency shall insert the foregoing provision modified only to show the particular contractual relationship in all its contracts in connection with the development or operation of the project, except contracts for standard commercial supplies or raw materials, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the project involves installation, construction, demolition, removal, site improvement, or similar work, the Agency shall post, in conspicuous places available to employees and applicants for employment for project work, notices to be provided by the Department setting forth the provisions of the nondiscrimination clause.

13.20 Title VI - Civil Rights Act of 1964: Execution of this Joint Participation Agreement constitutes a certification that the Agency will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, et. seq.), the Regulations of the Federal Department of Transportation issued thereunder, and the assurance by the Agency pursuant thereto.

13.30 Title VIII - Civil Rights Act of 1968: Execution of this Joint Participation Agreement constitutes a certification that the Agency will comply with all the requirements imposed by Title VIII of the Civil Rights Act of 1968, 42 USC 3601, et seq., which among other things, prohibits discrimination in housing on the basis of race, color, national origin, creed, sex, and age.

13.40 Americans with Disabilities Act of 1990 (ADA): Execution of this Joint Participation Agreement constitutes a certification that the Agency will comply with all the requirements imposed by the ADA (42 U.S.C. 12102, et. seq.), the regulations of the federal government issued thereunder, and the assurance by the Agency pursuant thereto.

13.50 Prohibited Interests: The Agency shall not enter into a contract or arrangement in connection with the project or any property included or planned to be included in the project, with any officer, director or employee of the Agency, or any business entity of which the officer, director or employee or the officer's, director's or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer, director or employee or the officer's, director's or employee's spouse or child, or any combination of them, has a material interest.

"Material Interest" means direct or indirect ownership of more than 5 percent of the total assets or capital stock of any business entity.

The Agency shall not enter into any contract or arrangement in connection with the project or any property included or planned to be included in the project, with any person or entity who was represented before the Agency by any person who at any time during the immediately preceding two years was an officer, director or employee of the Agency.

The provisions of this subsection shall not be applicable to any agreement between the Agency and its fiscal depositories, any agreement for utility services the rates for which are fixed or controlled by the government, or any agreement between the Agency and an agency of state government.

13.60 Interest of Members of, or Delegates to, Congress: No member or delegate to the Congress of the United States shall be admitted to any share or part of the Agreement or any benefit arising therefrom.

14.00 Miscellaneous Provisions:

14.10 Environmental Pollution: Execution of this Joint Participation Agreement constitutes a certification by the Agency that the project will be carried out in conformance with all applicable environmental regulations including the securing of any applicable permits. The Agency will be solely responsible for any liability in the event of non-compliance with applicable environmental regulations, including the securing of any applicable permits, and will reimburse the Department for any loss incurred in connection therewith.

14.20 Department Not Obligated to Third Parties: The Department shall not be obligated or liable hereunder to any party other than the Agency.

14.30 When Rights and Remedies Not Waived: In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist, on the part of the Agency, and the making of such payment by the Department while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

14.40 How Agreement Is Affected by Provisions Being Held Invalid: If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance the remainder would then continue to conform to the terms and requirements of applicable law.

14.50 Bonus or Commission: By execution of the Agreement the Agency represents that it has not paid and, also, agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

14.60 State or Territorial Law: Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision thereof, perform any other act or do any other thing in contravention of any applicable State law: Provided, that if any of the provisions of the Agreement violate any applicable State law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the project.

14.70 Use and Maintenance of Project Facilities and Equipment: The Agency agrees that the project facilities and equipment will be used by the Agency to provide or support public transportation for the period of the useful life of such facilities and equipment as determined in accordance with general accounting principles and approved by the Department. The Agency further agrees to maintain the project facilities and equipment in good working order for the useful life of said facilities or equipment.

14.71 Property Records: The Agency agrees to maintain property records, conduct physical inventories and develop control systems as required by 49 CFR Part 18, when applicable.

14.80 Disposal of Project Facilities or Equipment: If the Agency disposes of any project facility or equipment during its useful life for any purpose except its replacement with like facility or equipment for public transportation use, the Agency will comply with the terms of 49 CFR Part 18 relating to property management standards. The Agency agrees to remit to the Department a proportional amount of the proceeds from the disposal of the facility or equipment. Said proportional amount shall be determined on the basis of the ratio of the Department financing of the facility or equipment as provided in this Agreement.

14.90 Contractual Indemnity: To the extent provided by law, the Agency shall indemnify, defend, and hold harmless the Department and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Agency, its agents, or employees, during the performance of the Agreement, except that neither the Agency, its agents, or its employees will be liable under this paragraph for any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Department or any of its officers, agents, or employees during the performance of the Agreement.

When the Department receives a notice of claim for damages that may have been caused by the Agency in the performance of services required under this Agreement, the Department will immediately forward the claim to the Agency. The Agency and the Department will evaluate the claim and report their findings to each other within fourteen (14) working days and will jointly discuss options in defending the claim. After reviewing the claim, the Department will determine whether to require the participation of the Agency in the defense of the claim or to require that the Agency defend the Department in such claim as described in this section. The Department's failure to promptly notify the Agency of a claim shall not act as a waiver of any right herein to require the participation in or defense of the claim by Agency. The Department and the Agency will each pay its own expenses for the evaluation, settlement negotiations, and trial, if any. However, if only one party participates in the defense of the claim at trial, that party is responsible for all expenses at trial.

15.00 Plans and Specifications: In the event that this Agreement involves the purchasing of capital equipment or the constructing and equipping of facilities, the Agency shall submit to the Department for approval all appropriate plans and specifications covering the project. The Department will review all plans and specifications and will issue to the Agency written approval with any approved portions of the project and comments or recommendations concerning any remainder of the project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Agency written approval with said remainder of the project. Failure to obtain this written approval shall be sufficient cause for nonpayment by the Department as provided in 8.23.

16.00 Project Completion, Agency Certification: The Agency will certify in writing on or attached to the final invoice, that the project was completed in accordance with applicable plans and specifications, is in place on the Agency facility, that adequate title is in the Agency and that the project is accepted by the Agency as suitable for the intended purpose.

17.00 Appropriation of Funds:

17.10 The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

17.20 Multi-Year Commitment: In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Chapter 339.135(6)(a), F.S., are hereby incorporated: "(a) The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of 25,000 dollars and which have a term for a period of more than 1 year."

18.00 Expiration of Agreement: The Agency agrees to complete the project on or before September 30, 2012. If the Agency does not complete the project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the District 5 Director of Transportation Development. Expiration of this Agreement will be considered termination of the project and the procedure established in Section 9.00 of this Agreement shall be initiated.

18.10 Final Invoice: The Agency must submit the final invoice on this project to the Department within 120 days after the expiration of this Agreement. Invoices submitted after the 120 day time period will not be paid.

19.00 Agreement Format: All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

20.00 Execution of Agreement: This Agreement may be simultaneously executed in a minimum of two counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one in the same instrument.

21.00 Restrictions on Lobbying:

21.10 Federal: The Agency agrees that no federal appropriated funds have been paid or will be paid by or on behalf of the Agency, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

If any funds other than federal appropriated funds have been paid by the Agency to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Joint Participation Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Agency shall require that the language of this section be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

21.20 State: No funds received pursuant to this contract may be expended for lobbying the Legislature or a state agency.

22.00 Vendors Rights: Vendors (in this document identified as Agency) providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services unless the bid specifications, purchase order or contract specifies otherwise. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

If a payment is not available within 40 days after receipt of the invoice and receipt, inspection and approval of goods and services, a separate interest penalty in accordance with Section 215.422(3)(b), F.S. will be due and payable, in addition to the invoice amount to the Agency. The interest penalty provision applies after a 35 day time period to health care providers, as defined by rule. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices which have to be returned to an Agency because of vendor preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from the Department. The Vendor Ombudsman may be contacted at (850) 410-9724 or by calling the Department of Financial Services Hotline, 1-800-848-3792.

23.00 Public Entity Crime: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017, F.S. for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

24.00 Discrimination: An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

Financial Project No. 40461418401

Contract No. _____

Agreement Date _____

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

AGENCY

Central Florida Regional Transportation Authority, dba
LYNX

AGENCY NAME

SIGNATORY (PRINTED OR TYPED)

SIGNATURE

TITLE

FDOT

See attached Encumbrance Form for date of Funding
Approval by Comptroller

LEGAL REVIEW
DEPARTMENT OF TRANSPORTATION

DEPARTMENT OF TRANSPORTATION

District 5 Director of Transportation Development
TITLE

EXHIBIT "A"

PROJECT DESCRIPTION AND RESPONSIBILITIES

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

PROJECT LOCATION:

Central Florida Regional Transportation Authority
d/b/a LYNX
455 N. Garland Avenue
Orlando, Fl 32801

Linda Watson
Executive Director
(407) 841-2279

PROJECT DESCRIPTION:

This project provides State Public Transit Block Grant funding for eligible transit administration and operating assistance for fixed route service in the urbanized areas of Orange, Osceola and Seminole Counties.

SPECIAL CONSIDERATIONS BY AGENCY:

The audit report(s) required in paragraph 7.60 of the Agreement shall include a schedule of project assistance that will reflect the Department's contract number, Financial Management Number and the Federal Identification number, where applicable, and the amount of state funding action (receipt and disbursement of funds) and any federal or local funding action and the funding action from any other source with respect to the project.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

N/A

**EXHIBIT "B"
 PROJECT BUDGET**

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

PROJECT ESTIMATED AND PROGRAMMED BUDGET:

The Department has programmed the funding amounts shown below in the most currently adopted Work Program. The funding for subsequent years is based upon federal and/or state appropriation levels and on the distribution formula as outlined in Exhibit "C". This funding will be made available, annually, in the following manner. After all program requirements have been met, the Department will encumber funds for that fiscal year and will advise the agency in writing of the amount of funding available and the beginning date when eligible project cost may be incurred. This notification must be signed by the agency and returned to the Department.

		<u>FY 2007/2008</u>
Local Funding (LF)	(50 %)	<u>\$ 8,024,440</u>
Federal-Pass Through Funding (DU)	(0 %)	<u> </u>
State Funding (DS /DDR)	(50 %)	<u>\$ 8,024,440</u>
TOTAL AMOUNT		<u>\$ 16,048,880</u>

It is the intent of the Department to participate in the project to the level of funding encumbered not to exceed 50% of the eligible and allowable non-federal share or which ever is less.

EXHIBIT "C"
(For State Block Grant Only)

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

referenced by the above Financial Project Number.

REF: Section 341.052 F.S.

The Department shall provide block grant funds for eligible capital and operating costs of public bus transit and local public fixed guideway projects. Eligibility of this Agency to receive grant funding is provided in Sec. 341.052(1) F.S., and Sections 5307 and 5311 of the Federal Transit Act, 49 U.S.C. 5307, and 49 U.S.C. 5311 respectively.

Eligible transit capital costs means any costs that would be defined as capital costs by the Federal Transit Administration.

Eligible transit operating costs are the total administrative, management, and operation costs directly incident to the provision of public bus transit services, **excluding** any depreciation or amortization of capital assets.

Block grant funds shall not exceed local revenue during the term of this agreement.

(Local revenue is defined as the sum of money received from local government entities to assist in paying transit operation costs, including tax funds, and revenue earned from fare box receipts, charter service, contract service, express service and non - transportation activities.)

Block grant funds shall not supplant local tax revenues made available for operations in the year immediately preceding this agreement.

State participation in eligible public transit operating costs may not exceed fifty (50) percent of such costs or an amount equal to the total revenue, excluding farebox, charter, and advertising revenue and federal funds, received by the provider for operating costs, whichever amount is less.

The Agency shall require the independent auditor, retained to perform the audit as required by the Single Audit Act of 1984, to specifically test and certify that these limitations (...funds shall not exceed local revenue...funds shall not be expended for depreciation or amortization of capital assets...funds shall not supplant local tax revenues made available for operations in the previous year) of the block grant program as delineated in Chapter 341.052 F.S., have been adhered to.

The Agency shall provide the Department with two (2) copies of its most current adopted budget by March 1. Unless the adopted budget uses a format consistent with the National Transit Database

(NTD) report, the copy provided to the Department will indicate how the projections for total local revenue, local tax revenue made available for operations, and depreciation and amortization costs, as they will appear in the NTD report, can be identified.

The Agency shall publish in the local newspaper of its area, in the format prescribed by the Department, the productivity and performance measures established for the transit providers most recently completed fiscal year and the prior fiscal year. This report shall be approved by the Department of Transportation prior to its publication. This report shall be submitted to the Department no later than November 15 of each year, and published either by December 31 or no later than twenty eight (28) calendar days of the Department's written approval of the report. The Agency shall furnish an affidavit of publication to the Department within twenty eight (28) calendar days of publication.

The Agency shall submit a Transit Development Plan (TDP) to the Department by September 1 of each year.

A TDP shall conform to the requirements in Rule 14-73, available at:
<http://fac.dos.state.fl.us/faconline/chapter14.pdf>.

As a part of the TDP, the agency will provide an assessment of potential enhancements to productivity and performance which would have the effect of increasing farebox recovery ratio in their annual progress report to the Department on TDPs and in the TDPs themselves as they are submitted every 5 years.

FORMULA INFORMATION

As authorized in Section 341.052, Florida Statute the annual appropriation in the program is divided by formula and then distributed to each eligible transit system. The formula described below is adjusted each year based on data received from the transit systems' federally required National Transit Data (NTD) report. A copy of the NTD report is required to be sent to the Department each year.

Distribution is accomplished through a multiple step process. 15% of the appropriation is given to the Commission for the Transportation Disadvantaged to be distributed to the Community Transportation Coordinators in accordance with Chapter 427, Florida Statutes. The remaining 85% is divided into three equal portions. Each eligible transit system gets a percentage of the first portion based on their percentage of total population served; the second portion is allocated based on their percentage of total revenue miles of service provided; and the third portion is allocated based on their percentage of total passengers carried. The total from all three portions is the total available allocation for each eligible transit system in the state.

JPA MODIFICATIONS

1. Delete subparagraph 4.10 [c] in its entirety.
2. Add the following sentence at the end of the existing paragraph 7.40: “Such records shall be maintained by the Agency for five years after final payment and made available upon the Department’s request.”
3. Delete the following language from the end of paragraph 8.30: “and costs attributable to goods and services received under a contract or other arrangements which has not been approved in writing by the Department.”
4. Delete paragraphs 12.10 and 12.20 in their entirety and replace with the following language: “It is understood and agreed by the parties hereto that participation by the Department in this project is contingent on the agency complying in full with all provisions of Chapter 287, Florida Statutes. Counsel for the Agency shall provide written certification to the Department of the Agency’s compliance with Chapter 287, prior to request for reimbursement. Additionally, if the Agency has provided the Department with a one-time attorney certification stating the Agency’s consultant selection process complies with Chapter 287, then the Agency shall provide a written certification that the consultant was procured through the certified selection process.”

Mark the required Safety submittal or provisions for this agreement if applicable.

Safety Requirements

 X Bus Transit System - In accordance with Florida Statute 341.061, and Rule 14-90, Florida Administrative Code, the Agency shall submit, and the Department shall have on file, an annual safety certification that the Agency has adopted and is complying with its adopted System Safety and Security Program Plan pursuant to Rule Chapter 14-90 and has performed annual safety inspections of all buses operated.

 Fixed Guideway Transportation System - (established) In accordance with Florida Statute 341.061, the Agency shall submit, and the Department shall have on file, annual certification by the Agency of compliance with its System Safety and Security Program Plan, pursuant to Rule 14-15.017 and the “Safety and Security Oversight Program Standards Manual”, DOT Topic Number 725-030-014.

 Fixed Guideway Transportation System – (This applies to New Starts projects and subsequent major projects to extend, rehabilitate, or modify an existing system, or to replace vehicles and equipment.) In accordance with Florida Statute 341.061, the Agency shall submit a certification attesting to the adoption of a System Safety Program Plan pursuant to Rule 14-15.017 and the “Safety and Security Oversight Program Standards Manual”, DOT Topic Number 725-030-014. Prior to beginning passenger service operations, the Agency shall submit a certification to the Department that the new start system or major modification to an existing system is safe for passenger service.

EXHIBIT D

STATE AGENCY: Florida Department of Transportation

CSFA #: 55.010

TITLE: Public Transit Block Grant Program

COMPLIANCE REQUIREMENTS

Amount: \$8,024,440

Allowed Activities:

Block grant funds may be used for eligible capital and operating costs of public transit providers. Funds may also be used for transit service development and transit corridor projects. Projects shall be consistent with applicable approved local government comprehensive plans. Local tax revenue made available for operating costs shall not be supplanted by block grant funds.

All projects must be consistent, to the maximum extent feasible, with the approved local government comprehensive plans of the units of the local government in which the project is located.

Allowed Costs:

Costs for which public transit block grant program funds may be expended include:

1. Cost of public transit and local public fixed guideway capital projects.
2. Cost of public bus transit operations

Matching:

State participation in eligible capital projects shall be limited to 50 percent of the nonfederal share of such project costs.

State participation in eligible public transit operating costs may not exceed 50 percent of such costs or an amount equal to the total revenue, excluding farebox, charter, advertising revenue and federal funds, received by the provider for operating costs, whichever amount is less.

Compliance Requirements Applicable to the State Resources Awarded Pursuant to This Agreement are as follows:

The recipient of Public Transit Block Grant Program funding must comply with the statutory requirements in 341.052 Florida Statutes.

CFRTA RESOLUTION 07- 007

**A RESOLUTION OF THE CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY; AUTHORIZATION
FOR THE CHIEF EXECUTIVE OFFICER TO EXECUTE A
JOINT PARTICIPATION AGREEMENT WITH THE
FLORIDA DEPARTMENT OF TRANSPORTATION FOR
STATE OPERATING ASSISTANCE.**

WHEREAS, there is created a public transit block grant program which shall be administered by the Florida Department of Transportation (FDOT) and the block grant funds shall be provided to transit providers in urbanized and non-urbanized areas and community transportation coordinators.

WHEREAS, LYNX has satisfied the requirement to complete a Transportation Development Plan (TDP) for FY 2008-2012 which has been submitted to FDOT in June 2007 and the TDP is consistent with METROPLAN Orlando's Year 2025 Long Range Plan and five-year Transportation Improvement Program (TIP).

WHEREAS, this is a resolution of the GOVERNING BOARD of the Central Florida Regional Transportation Authority (hereinafter BOARD), which hereby authorizes the execution of a Joint Participation Agreement with the Florida Department of Transportation for the FY 2008 state operating assistance, including future year supplemental funding, as authorized in Section 341.052 (1) Florida Statutes and Sections 5307 and 5311 of the Federal Transit Act; and

WHEREAS, this BOARD has the authority to authorize the execution of the Joint Participation Agreement.

NOW THEREFORE, BE IT RESOLVED THAT:

1. The BOARD has the authority to authorize the execution of the Joint Participation Agreement FM# 40461418401.
2. The BOARD authorizes the Chief Executive Officer to execute the Joint Participation Agreement with the Florida Department of Transportation for the FY 2008 state operating assistance in the amount of \$ 8,024,440 and annual supplemental funding.
3. That the above authorizations shall be continuing in nature until revoked by the Chairman of the Governing Board.

APPROVED AND ADOPTED this 27th day of September 2007, by the
Governing Board of the Central Florida Regional Transportation Authority.

CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY

By: _____
Chairman

Attest:

Assistant Secretary

Consent Agenda Item #6.C. v

To: LYNX Board of Directors

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

Phone: 407.841.2279 ext: 6036

Item Name: Miscellaneous
~ Authorization to release IFB #07-051 for janitorial service

Date: 9/27/2007

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to release an IFB to award a fixed-priced services contract for janitorial services.

BACKGROUND:

A contract for IFB # 04-018 was awarded November 15, 2004, to Florida Cleaning Systems. The maximum three-year duration of this contract will expire November 15, 2007, with all option years exercised. The following locations require janitorial services:

- (1) LYNX Operations Center, located at 2500 Lynx Lane, Orlando, FL 32804.
- (2) LYNX Central Station, located at 455 North Garland Ave., Orlando, FL. 32801.

The IFB will solicit bids for a three year initial term contract, with two option years. Services include:

- (1) Office cleaning
- (2) Trash removal
- (3) Maintenance of carpeted and waxed floors
- (4) Cleaning of interior windows
- (5) Provide soaps, chemicals, toiletries, paper products and trash bags

The current fiscal year authorization for this contract is \$85,242.00, which resulted in an estimated contract amount of \$255,726.00 for three years. With the addition of the new LYNX Operation Center (LOC) and a 5-year term, a new contract is estimated at a cost of \$211,000 annually or \$1,055,000 over the 5-year period.

FISCAL IMPACT:

The estimated cost of the \$211,000 for janitorial services is included in the FY2008 Operating budget.

Consent Agenda Item #6.C. vi

To: LYNX Board of Directors

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

Phone: 407.841.2279 ext: 6036

Item Name: Miscellaneous
~ Authorization to release Invitation for Bid (IFB) #07-056 for the purchase of remanufactured bus engines

Date: 9/27/2007

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to release an Invitation for Bid (IFB) #07-056 for the purchase of Cummins and Detroit Diesel remanufactured bus engines with options to renew the contract up to five years.

BACKGROUND:

Invitation for Bid (IFB) # 06-28 and (IFB) # 06-29 were issued January 2006. Bids were accepted and contracts were awarded for remanufactured Detroit Diesel engines with Florida Detroit Diesel and Cummins engines with Cummins Southeast Power. Operations have exhausted the quantity allowed for under the contracts and a new contract must be put in place for future needs. LYNX has been informed that one supplier (Detroit Diesel) could potentially supply all engines. Therefore, all engine requirements will be combined in one IFB. The IFB will allow for a single vendor or multiple vendor award(s) of contract(s). The option that presents the greatest financial advantage to LYNX will be selected.

The average number of miles an engine will travel before it requires remanufacturing is greater than 500,000 miles. Staff estimates that up to 16 Cummins engines and 4 Detroit Diesel engines may need to be replaced in the next 12 months.

FISCAL IMPACT:

The estimated unit cost of a remanufactured engine is \$17,000. Grant funding for the purchase of approximately 20 remanufactured bus engines estimated at \$340,000 is available in the FY2008 Capital budget.

Consent Agenda Item #6.C. vii

To: LYNX Board of Directors

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

Phone: 407.841.2279 ext: 6036

Item Name: Miscellaneous
~ Authorization to release Invitation for Bid (IFB) #07-055 for the purchase of remanufactured bus transmissions

Date: 9/27/2007

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to release an Invitation for Bid (IFB) #07-055 for the purchase of ZF 5HP 590(2) remanufactured bus transmissions with options to renew the contract up to five years.

BACKGROUND:

Invitation for Bid (IFB) #06-31 was issued in January 2006. A bid was accepted and a contract awarded for remanufactured transmissions offered by Precision of SW Florida. Operations has exhausted the quantity allowed under the existing contract and a new contract must be put in place for future needs.

The average mileage a ZF transmission will travel before it requires remanufacturing is over 425,000. There are 139 buses in the LYNX fleet equipped with ZF transmissions. It is estimated that up to 12 ZF transmissions may need to be remanufactured over the next year prior to these buses being retired.

FISCAL IMPACT:

The estimated unit cost of a remanufactured ZF transmission is \$10,540. Grant funding for the purchase of approximately 12 remanufactured bus transmissions estimated at \$126,485 is available in the FY2008 Capital budget.

Consent Agenda Item #6.C. viii

To: LYNX Board of Directors

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

Phone: 407.841.2279 ext: 6036

Item Name: Miscellaneous
~ Authorization to release Invitation for Bid (IFB) #07-054 for the purchase of remanufactured Voith bus transmissions

Date: 9/27/2007

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to release an Invitation for Bid (IFB) #07-054 for the purchase of Voith model D864.3(E) remanufactured bus transmissions with options to renew the contract up to five years.

BACKGROUND:

Seventeen buses purchased in 2002 are equipped with Voith transmissions. The transmission life is estimated to be about 400,000 miles. Seven of the buses within this group will reach this mileage within the next six months. The remaining ten buses within this group have experienced failure and most were replaced under full or partial warranty. The IFB will require the delivery of seven remanufactured transmissions with the option to purchase an additional seven units if needed.

FISCAL IMPACT:

The estimated unit cost of a remanufactured Voith transmission is \$9,600. Grant funding for the purchase of approximately 14 remanufactured bus transmissions estimated at \$134,400 is available in the FY2008 Capital budget.

Consent Agenda Item #6.C. ix

To: LYNX Board of Directors

From: Bert Francis
CHIEF FINANCIAL OFFICER
Belinda Balleras
(Technical Contact)
Bryan Stutts
(Technical Contact)
Joe Cheney
(Technical Contact)

Phone: 407.841.2279 ext: 6047

Item Name: Miscellaneous
~ Authorization to submit a grant application to the Florida Department of Environmental Protection and Florida Department of Agriculture and Consumer Services - 2007 Renewable Energy Program and Farm to Fuel Program

Date: 9/27/2007

ACTION REQUESTED:

.Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to submit applications to the Florida Department of Environmental Protection (FDEP) 2007 Renewable Energy and Technologies Grant Program and the Florida Department of Agriculture and Consumer Services (FDACS) 2007 Farm to Fuel Program.

BACKGROUND:

Biodiesel is a domestically produced, renewable fuel that can be used in unmodified diesel engines with the current fueling infrastructure. It contains no petroleum, but it can be blended at any level with petroleum diesel to create a biodiesel blend. B20 (a blend of 20 percent biodiesel with 80 percent diesel) has demonstrated significant environmental benefits with minimum increase in cost of fleet operations. Biodiesel is the only alternative fuel to have fully completed the health effects testing requirements of the Clean Air Act.

In December 2006 the Board authorized staff to conduct a small scale Biodiesel demonstration on four buses running on B20 for about four months. We received positive feedback from the METROPLAN ORLANDO Alternative Fuel Subcommittee. There were no negative effects experienced through using the Biodiesel. The demonstration project was not long enough to validate industry claims of reduced maintenance due to increased lubricity in the fuel. During the demonstration, it was estimated that we reduced our dependency on foreign fuels by 4,500

gallons and reduced green house gas emissions in these four buses by 20 percent during this time period.

LYNX will submit a 2.5 year demonstration project in partnership with the Orange County Department of Environmental Protection (OC DEP) to convert 100 percent of the bus fleet and the OC vehicles to B20 blend. The project includes the installation of a fueling tank at the LOC that can handle B100 storage and a technology for on-demand blending and utilization management. In addition to OC DEP, our major project partners will include a University under contract with the FTA that has two portable laboratories for bus testing, a public policy firm on Green environments and a product supplier.

At the Orange County Climate Change Summit, Mayor Crotty announced an initiative to reduce our petroleum fuel consumption by 20 percent by 2010 and to become a Florida Green Local Government. With the targeted B20 conversion, both LYNX and Orange County fleets will meet their 20 percent reduction targets before 2010.

This project also addresses the Governor's Executive Order to utilize biodiesel fuels and to assess biofuel fueling potential to demonstrate demand for biofuels to industry. No other transit agency in the state has converted their entire bus fleet to B20. Industry-wide, no transit agency has implemented an on-site blending operation with shared access by other entities. Locally, the Orlando Utility Commission (OUC) has begun using biodiesel for some of its fleet vehicles since November 2006. Their B20 has been integrated seamlessly into OUC's fueling system without any change to vehicles or fuel storage and distribution equipment.

LYNX is still in the process of project development and analyzing project cost elements. However, it is intended that LYNX will be applying up to the maximum awards possible, \$2.5 million, through the FDEP program and up to \$7 million through the FDACS program. While no local match is required for both programs, local match is one of the ratings criteria in the evaluation of proposals. LYNX will propose in-kind as a match. As project development progresses, staff will provide any additional information during a future Board meeting.

These funding programs were just announced recently and are on fast track schedule, with grant applications due October 18, 2007 to FDEP and October 26, 2007 to FDACS.

The following summarizes each of the funding programs:

Florida Renewable Energy Technologies Grants Program

The Florida Energy Act established the Renewable Energy Technologies Grants Program to provide renewable energy matching grants for demonstration, commercialization, research and development projects relating to renewable energy technologies. The grant program is designed to stimulate capital investment in the state and promote and enhance the statewide utilization of renewable energy technologies.

The 2007 Florida Legislature appropriated \$12.5 million for the grant program, for projects that generate or utilize other renewable energy resources, including hydrogen, biomass, solar energy, geothermal energy, wind energy, ocean energy, waste heat and hydroelectric power.

Florida Farm to Fuel Grants Program

In 2007 the Florida Legislature established the Farm to Fuel Grants Program to provide matching grants for demonstration, commercialization, research and development projects relating to bioenergy. As part of this program, the Legislature appropriated \$25 million in matching grants. The Program intends to stimulate investment in energy projects that produce bioenergy from Florida-grown crops or biomass.

FISCAL IMPACT:

LYNX intends to apply for \$2.5 M under the FDEP's Renewable Energy Program.

LYNX will also submit grants to FDACS under two categories of awards: \$500,000 for the development /demonstration grant and up to \$7 million for the commercialization grant.

To meet the proposed in-kind match on both funding programs, staff is working to the extent that the applications will not require any additional funding outlay.

Consent Agenda Item #6.C. x

To: LYNX Board of Directors

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

Phone: 407.841.2279 ext: 6047

Item Name: Miscellaneous
~ Authorization to enter into a Service Funding Agreement with Lake County for FY2007-2008 service

Date: 9/27/2007

ACTION REQUESTED:

Staff is requesting authorization for the Chief Executive Officer (CEO) or designee to enter into a Service Funding Agreement in the amount of \$244,703 with Lake County for FY2007-2008 service.

BACKGROUND:

In July 2006, LYNX was awarded a service development grant to assist with the funding of new service in Lake County. The new services include an extension of Link 55 and Link 204 express service between Clermont and Orlando. The services started in December 2006. As of July 2007, the ridership for Link 204 is currently averaging 62 riders per day, which is over halfway of the ridership goal of 120 riders per day as of December 2008. The ridership goal for the extension of Link 55 has been accomplished at 100 riders per day.

We have seen great success in both services over the past few months. LYNX will continue to market the new service in anticipation of additional increases in ridership.

FISCAL IMPACT:

LYNX and the Florida Department of Transportation (FDOT) will share the cost 50% FDOT and 50% LYNX. Lake County funding the amount of \$244,703 for Link 55 extension and Link 204 express services is included the FY2008 Operating Budget.

**SERVICE FUNDING AGREEMENT
BETWEEN LAKE COUNTY AND LYNX
FOR FISCAL YEAR 2007-2008**

THIS AGREEMENT is made and entered into this _____ day of _____, 2007, by and between LAKE COUNTY, a charter county and a political subdivision of the State of Florida (hereinafter the "County"), and the CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY, a body politic and corporate created pursuant to Part II, Chapter 343, Florida Statutes, (hereinafter "LYNX").

WITNESSETH

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

WHEREAS, the County recognizes the need to provide public transit services in an efficient manner and acknowledges the benefits of increased ridership on the regional public transit system; and

WHEREAS, increasing traffic congestion and continued population growth require an efficient and convenient public transit service; and

WHEREAS, an efficient and convenient public transit service offers a viable alternative to private automobile travel; and

WHEREAS, LYNX desires to provide mass transit services within the County, and

WHEREAS, the County desires to provide LYNX with funding to support the operation of the public transportation service within the County.

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

1. RECITALS. The County and LYNX hereby declare that the recitals set forth above are true and correct and are incorporated herein and made a part of this Agreement.

2. LYNX SERVICE AND REPORTING REQUIRMENTS. In consideration of the funding provided by the County LYNX agrees to provide the services and reports specified in this agreement.

2.01 SERVICE REQUIREMENTS. Each service is associated with an allocation of the total amount of money to be paid by the County to LYNX under this agreement. The intent of the parties is that LYNX will provide at least the amount of service associated with each budget allocation associated with the specific service. The parties may shift dollars from one

type of service to another in order to balance the amount of money paid under this agreement with the services provided. Periodically the level of services shall be reconciled with the amount of money allocated to the services. At any time that the balance of the money remaining to be paid is projected to be significantly more or less than the amount required to pay for the balance of the remaining services, the parties shall meet and agree to an adjustment to the level of service to bring the budget allocations closer to the actual requirements. Such adjustments to the levels of service shall be documented in writing, however, need not be the subject of an amendment to this agreement. In no event shall the County be obligated to pay any additional money in the absence of a written amendment to this agreement.

2.02 REPORTING REQUIREMENTS. Beginning on February 1, 2008 and on a quarterly basis thereafter, LYNX shall provide the County a written performance report reflecting the operations of the prior quarter (collectively referred to as "Performance Measures"). Each quarterly report will include the following items:

- a. A route map, and schedule for each route operated in the County.
- b. The actual aggregate ridership by transportation mode (Fixed Route bus, LYMMO, ACCESS LYNX, Van Plan and special shuttles) in the form of the official LYNX Monthly Ridership Reports.
- c. Operational Service Characteristics Report for current services contemporaneous updates.
- d. A comparison of actual revenue and expenditures to budgeted revenues and expenditures with explanations for variances that exceed Fifty Thousand Dollars (\$50,000).
- e. LYNX Route Performance report which reports and ranks each route monthly based on the following:
 - * Subsidy per passenger trip
 - * Passengers per trip
 - * Passengers per revenue hour
 - * Passengers per revenue mile
 - * Percent farebox return (percent of operating cost recovered through farebox)
- f. Current and contemporaneous versions of the LYNX Regional Model
- g. Scheduled and actual Revenue Miles
- h. Scheduled and actual Revenue Hours
- i. Schedule of unanticipated extraordinary expenses for the prior quarter
- j. Changes to authorized staffing
- k. Any other information the County reasonably requests
- l. An historical record describing route changes including, but not limited to:
 - i. Addition of Route(s)
 - ii. Elimination of Route(s)
 - iii. Combination of Routes
 - iv. Addition of Evening Service
 - v. Addition of Weekend Service
 - vi. Other Route Scheduling Changes
 - vii. Running Time Adjustments

Quarterly reporting periods shall end on December 31, March 31, June 30, and September 30, and said reports shall be submitted to the County's Transportation Planning Department after the end of each quarter.

On an annual basis, within thirty days of receipt, LYNX shall provide the County with a copy of all external audits, a copy of the Comprehensive Annual Financial Report, which shall include the Report on Internal Controls, Report on Compliance with Laws and Regulations, and a copy of the management letter.

3. FISCAL YEAR 2007-2008 FUNDING

- a. The County agrees to appropriate \$244,703 LYNX for Fiscal Year 2007-2008. The funding is to be utilized by LYNX to provide public transit services in accordance with this Agreement. Such funds appropriated in the County's FY 2007-2008 Budget shall be paid in twelve (12) equal monthly installments which shall be due and payable on the first of each month. The first such payment shall be made no sooner than October 1, 2007.
- b. LYNX agrees to utilize the funds received from the County in accordance with the terms of this Agreement and to take all reasonable and necessary actions in a timely manner to initiate, implement, and operate the Public Transportation services in accordance with the terms of this Agreement. LYNX further agrees to demonstrate such initiation, implementation, and completion of such improvements by submitting reports to the County as defined in Section 2 of this Agreement.
- c. LYNX agrees to provide additional advertising with respect to the Link 204. The cost of such advertising is estimated to be \$21,000 and will be borne completely by LYNX. Such advertising will commence in October 2007.
- d. The parties further agree to review the performance of the link 204 in 6 months from the commencement date. At that time the parties will review the performance of the Link 204 to assess whether or not to continue such service.

4. EFFECTIVE DATE. The effective date of this Agreement is October 1, 2007. The term of this Agreement is one (1) year from its effective date.

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

6. NEGOTIATIONS. The parties to this Agreement acknowledge that all terms of this Agreement were negotiated at arms length and that this Agreement and all documents executed in connection herewith were prepared and executed without undue influence exerted by any party or on any party. Further, this Agreement was drafted jointly by all parties, and no parties are entitled to the benefit of any rules of construction with respect to the interpretation of any terms, conditions, or provisions of this Agreement in favor of or against any person or party who drafted this Agreement.

7. MISCELLANEOUS.

- a. This Agreement constitutes the entire Agreement between the parties with respect to the specific matters contained herein and supercedes all previous discussions, understandings, and agreements. Amendments to or waivers of the provisions herein shall be made by the parties in writing. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either party hereto.
- b. If any sentence, phrase, paragraph, provision or portion of this Agreement is for any reason held invalid or constitutional by any court of competent jurisdiction, such portion shall be deemed an independent provision and such holding shall not affect the validity of the remaining portions hereto.
- c. The parties acknowledge that they have freely and voluntarily entered into this Agreement and that each party has been given the opportunity to receive the advice of independent legal counsel for all negotiations in connection with this Agreement.
- d. In any action or proceeding between the parties arising out of this Agreement, the prevailing party in such action or proceeding shall be entitled to recover all costs of such action or proceeding incurred by it, including reasonable attorneys' fees, at trial and on appeal.
- e. Time shall be of the essence of this Agreement.

8. CONTROLLING LAWS.

- a. This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida, and all duly adopted ordinances, regulations and policies of the County now in effect and those hereinafter adopted.
- b. The location for settlement of any claims, controversies, or disputes, arising out of or relating to any part of this Agreement, or any breach hereof, shall be Orange County, Florida.
- e. 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.

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

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

County	County of Lake
	315 West Main Street
	P.O. Box 7800
	Tavares, FL, 32778

LYNX Central Florida Regional Transportation Authority
455 N. Garland Avenue
Orlando, FL 32801-1128
Attention: Linda S. Watson, Chief Executive Officer

with a copy to:

Central Florida Regional Transportation Authority
455 N. Garland Avenue
Orlando, FL 32801
Attention: Albert J. Francis II, Chief Financial Officer

with a copy to:

Akerman, Senterfitt & Eidson, P.A.
PO Box 231
Orlando, Florida 32802
Attention: Pat Christiansen, Esq.

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

12. FILING OF AGREEMENT. This Agreement shall be filed with the Clerk of the Circuit Court of Lake County, Florida, or such other public official responsible under general or special law for the public records of Lake County, Florida, in accordance with Section 163.01, Florida Statutes.

13. INDEMNITY AND INSURANCE. The parties agree that the County does not operate any of the services provided by LYNX, is not responsible for the purchase or maintenance of the equipment operated by LYNX, does not employ, train or otherwise deal with any employees of LYNX and has no control over the operations of LYNX except as may be stated herein. Accordingly, LYNX hereby assumes responsibility for all claims for personal injury, including death, and property damage caused by the operation of LYNX's public transportation system, including all claims based upon the negligence or intentional acts of any LYNX employee, officer, director, contractor or other person, firm or corporation for whom LYNX may be legally responsible. LYNX agrees to indemnify and hold harmless the County from and against all such claims and to defend the County in all lawsuits wherein the County is a named defendant as a result of any such claim. The intent of this indemnity and hold harmless clause is to relieve the County from any and all liability for claims based upon the operation of LYNX's transportation systems, all in recognition of the fact that the County contracts for services from LYNX, however, has no ability to control the day to day operations of LYNX. LYNX shall maintain appropriate insurance with minimum limits of one million dollars (\$1,000,000) per occurrence for the General Liability coverage, statutory amounts of workers'

compensation, and five million dollars (\$5,000,000) in automobile liability coverage, naming the County as an additional insured.

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

CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY

Attest:

(seal)

Pamela Durkin, Executive Assistant

By: _____
Linda S. Watson
Chief Executive Officer

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledge before me this _____ day of _____, 2007, by _____, and she acknowledged before me that she executed the foregoing instrument on behalf of CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY as its true act and deed, and that she was authorized to do so.

Name:
Notary Public
Serial Number:
Commission Expires:

Approved by General Counsel
Akerman, Senterfett & Eidson, P.A.

By: _____
Pat Christiansen, Esq.

LAKE COUNTY, FLORIDA
By: Board of County Commissioners

By: _____
Lake County Chairman

Date: _____

ATTEST: _____
As Clerk to the Board of County Commissioners

By: _____
Deputy Clerk

STATE OF FLORIDA
COUNTY OF LAKE

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

WITNESS my hand and official seal this _____ day of _____, 2006,

Name:
Notary Public:
Serial Number:
Commission Expires:

APPROVED AS TO FORM AND LEGALITY
For use and reliance by the Lake County,
Florida, only.

County Attorney
Lake County, Florida

_____, 2006

Consent Agenda Item #6.C. xi

To: LYNX Board of Directors

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

Phone: 407.841.2279 ext: 6047

Item Name: Miscellaneous
~ Authorization to enter into the FY2007-2008 Service Funding Agreements with the Regional Funding Partners

Date: 9/27/2007

ACTION REQUESTED:

Authorization for the Chief Executive Officer (CEO) to enter into funding agreements with the Regional Funding Partners listed below for the provision of public transportation services corresponding with its respective funding contribution for the Fiscal Year 2007-2008 Budget:

Orange County	\$37,761,235
Seminole County	\$ 4,710,007
Osceola County	\$ 4,550,540
City of Orlando	\$ 4,524,658 *
City of Altamonte Springs	\$ 130,000
City of Sanford	\$ 100,000
City of Kissimmee	\$ 320,000
City of St. Cloud	\$ 174,192

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

BACKGROUND:

The Counties of Orange, Osceola and Seminole and the Cities of Orlando, Altamonte Springs, Kissimmee, St. Cloud, and Sanford (hereinafter the Regional Funding Partners) all recognize the need to provide public transportation services in an efficient manner and acknowledge the benefits of increased ridership on the regional public transportation system.

LYNX and the Regional Funding Partners desire to formally enter into service funding agreements to establish the most prudent utilization of resources and to target service

improvements based upon traffic, levels of service, transit operations, and customer demand considerations. The Regional Funding Partners will provide funding to LYNX for fiscal year 2007-2008 as follows:

FY2008 Local Funding						
	<u>Financial Assistance</u>	<u>ADA Contribution</u>	<u>\$2 Capital Contribution</u>	<u>Medicaid Assistance</u>	<u>TD Assistance</u>	<u>Total Funding</u>
Orange County *	\$ 31,466,945	\$ 4,805,524	\$ 547,693	\$ -	\$ 941,073	\$ 37,761,235
Osceola County	3,378,314	810,714	192,739	-	168,773	4,550,540
Seminole County	3,561,665	739,082	176,442	-	232,818	4,710,007
City of Orlando	4,524,658	-	-	-	-	4,524,658
City of Altamonte Springs	130,000	-	-	-	-	130,000
City of Sanford	100,000	-	-	-	-	100,000
City of Kissimmee	153,642	166,358	-	-	-	320,000
City of St. Cloud	93,968	80,224	-	-	-	174,192
	<u>\$ 43,409,192</u>	<u>\$ 6,601,902</u>	<u>\$ 916,874</u>	<u>\$ -</u>	<u>\$ 1,342,664</u>	<u>\$ 52,270,632</u>

*Includes carryover funds in the amount of \$2,804,872.

The services and enhancements, which will be made and approved in this agreement, are in conformance with the LYNX Transportation Development Program (TDP). Copies of the service funding agreements that will be entered into between LYNX and each of the Regional Funding Partners for Fiscal Year 2007-2008 are attached as follows:

EXHIBIT A

ORANGE COUNTY LYNX FUNDING BREAKDOWN

FY's 2007 AND 2008

	FY 06-07	5% Reduction FY 07-08
BASE OPERATING BUDGET	\$ 32,927,138	\$ 31,280,781
% increase (decrease) -5.00%		
One time moving and transition expenses (net of 5% reduction)		(438,382)
Special 2006-07 items:		
On time performance bus acquisition	828,458	828,458
On time performance operating expenses	1,729,214	3,285,506
Link 30 and Alafaya Trail Circulator	1,028,597	-
CAD / AVL system	828,459	-
Reserve for unanticipated items and new services	700,595	-
Total new funding	\$ 38,042,461	\$ 34,956,363
% increase (decrease) -8.11%		
FY 2006-07 carryovers:		
CAD / AVL system		828,459
Reserve carryover		700,595
Lease savings on on-time performance bus acquisition		510,958
New service cost prepaid in FY 2006-07		764,860
Total proposed 2007-08 funding	\$	37,761,235
% increase (decrease) -0.74%		

**SERVICE FUNDING AGREEMENT
BETWEEN CITY OF SANFORD AND LYNX
FOR FISCAL YEAR 2007-2008**

THIS AGREEMENT is made and entered into this _____ day of _____, 2007 by and between CITY OF SANFORD, a municipal corporation organized under the laws of the State of Florida (hereinafter the “City”), and the CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY, a body politic and corporate created pursuant to Part II, Chapter 343, Florida Statutes, (hereinafter “LYNX”).

WITNESSETH

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

WHEREAS, the City recognizes the need to provide public transit services in an efficient manner and acknowledges the benefits of increased ridership on the regional public transit system; and

WHEREAS, increasing traffic congestion and continued population growth require an efficient and convenient public transit service improvements; and

WHEREAS, an efficient and convenient public transit service offers a viable alternative to private automobile travel; and

WHEREAS, LYNX desires to provide mass transit services within the corporate limits of the City, and

WHEREAS, the City desires to provide LYNX with funding commensurate with existing service within the City to achieve the approved public transit levels of service.

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

1. RECITALS. The City and LYNX hereby declare that the recitals set forth above are true and correct and are incorporated herein and made a part of this Agreement.

2. LYNX REPORTING REQUIRMENTS. As information for the purposes of operations and management analysis, LYNX agrees to provide the City on a quartile basis commencing on February 1, 2008, a written performance report reflecting the operations of the prior quarter (collectively referred to as “Performance Measures”). Each quarterly report will include the following items:

- a. Route map, and schedules for each route operated in City
- b. Actual aggregate ridership mode (Fixed Route bus, Lymmo, ACCESS LYNX, Van Plan and special shuttles) in the form of the official LYNX Monthly Ridership Reports.

- c. Operational Service Characteristics Report for current services contemporaneous updates.
- d. Comparison of actual revenue and expenditures to budgeted revenues and expenditures with explanations for variances that exceed Fifty Thousand Dollars (\$50,000).
- e. LYNX Route Performance report which reports and ranks each route monthly based on the following:
 - * Subsidy per passenger trip
 - * Passengers per trip
 - * Passengers per revenue hour
 - * Passengers per revenue mile
 - * Percent farebox return (percent of operating cost recovered through farebox)
- f. Current and contemporaneous versions of the LYNX Regional Model
- g. Scheduled and actual Revenue Miles
- h. Scheduled and actual Revenue Hours
- i. Schedule of unanticipated extraordinary expenses for the prior quarter
- j. Changes to authorized staffing
- k. Any other information the City reasonably requests
- l. An historical record describing route changes including, but not limited to:
 1. Addition of Route(s)
 2. Elimination of Route(s)
 3. Combination of Routes
 4. Addition of Evening Service
 5. Addition of Weekend Service
 6. Other Route Scheduling Changes
 7. Running Time Adjustments

Quarterly reporting periods shall end on December 31, March 31, June 30, and September 30, and said reports shall be submitted to the City's Transportation Planning Department after the end of each quarter.

On an annual basis, within thirty days of receipt, LYNX shall provide the City with a copy of all external audits, a copy of the Comprehensive Annual Financial Report that shall include the Report on Internal Controls, Report on Compliance with Laws and Regulations, and a copy of the management letter.

3. FISCAL YEAR 2007-2008 FUNDING

- a. The City agrees to appropriate **\$100,000, excluding ADA funding**, to LYNX for fiscal year 2007-2008. The funding is to be utilized by LYNX to provide public transit services in accordance with this Agreement. The City shall pay such funds appropriated in the City's FY 2007-2008 Budget in advance of month of operation to LYNX in (12) equal monthly installments, promptly upon receipt by the City's of an invoice from LYNX for the installment for the current month. The first such payment shall be made no sooner than October 1, 2007.
- b. LYNX agrees to utilize the funds received from the City in accordance with the terms of this Agreement and to take all reasonable and necessary actions in a timely manner to initiate, implement, and operate the Public Transportation services in accordance with the terms of this Agreement. LYNX further agrees to demonstrate such initiation, implementation, and

completion of such improvements by submitting reports to the City as defined in Section 2 of this Agreement.

4. EFFECTIVE DATE. The effective date of this Agreement is October 1, 2007. The term of this Agreement is one (1) year from its effective date.
5. INTERPRETATION. The headings contained in this Agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this Agreement.
6. NEGOTIATIONS. The parties to this Agreement acknowledge that all terms of this Agreement were negotiated at arms length and that this Agreement and all documents executed in connection herewith were prepared and executed without undue influence exerted by any party or on any party. Further, all parties drafted this Agreement jointly, and no parties are entitled to the benefit of any rules of construction with respect to the interpretation of any terms, conditions, or provisions of this Agreement in favor of or against any person or party who drafted this Agreement.
7. MISCELLANEOUS.
 - a. This Agreement constitutes the entire Agreement between the parties with respect to the specific matters contained herein and supercedes all previous discussions, understandings, and agreements. Amendments to or waivers of the provisions herein shall be made by the parties in writing. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either party hereto.
 - b. If any sentence, phrase, paragraph, provision or portion of this Agreement is for any reason held invalid or constitutional by any court of competent jurisdiction, such portion shall be deemed an independent provision and such holding shall not affect the validity of the remaining portions hereto.
 - c. The parties acknowledge that they have freely and voluntarily entered into this Agreement and that each party has been given the opportunity to receive the advice of independent legal counsel for all negotiations in connection with this Agreement.
 - d. In any action or proceeding between the parties arising out of this Agreement, the prevailing party in such action or proceeding shall be entitled to recover all costs of such action or proceeding incurred by it, including reasonable attorneys' fees, at trial and on appeal.
 - e. Time shall be of the essence of this Agreement.
8. CONTROLLING LAWS.
 - a. This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida, and all duly adopted ordinances, regulations, and policies of the City now in effect and those hereinafter adopted.
 - b. The location for settlement of any claims, controversies, or disputes, arising out of or relating to any part of this Agreement, or any breach hereof, shall be Orange County, Florida.

c. The parties to this Agreement agree to comply with all applicable federal, state, and local laws, ordinances, rules and regulations pertaining to the actions contemplated by this Agreement.

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

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

City City of Sanford
300 N. Park Avenue
Sanford, FL 32772
Attention: Mayor Linda Kuhn

LYNX Central Florida Transportation Authority
455 N. Garland Avenue
Orlando, FL 32801-1128
Attention: Linda S. Watson, Chief Executive Officer

with a copy to:

Central Florida Transportation Authority
455 N. Garland Avenue
Orlando, FL 32801-1128
Attention: Albert J. Francis II, CPA, Chief Financial Officer

with a copy to:

Akerman, Senterfitt & Eidson, P.A.
255 S. Orange Avenue, Suite 1700
Orlando, Florida 32801
Attention: Patrick Christiansen, Esq.

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

12. FILING OF AGREEMENT. This Agreement shall be filed with the Clerk of the Circuit Court of Seminole County, Florida, or such other public official responsible under general or special law for the public records of Seminole County, Florida, in accordance with Section 163.01, Florida Statutes.

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

CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY

(seal)

Attest

Pamela Durkin, Executive Assistant

By: _____
Linda S. Watson
Chief Executive Officer

Approved by General Counsel
Akerman, Senterfett & Eidson, P.A.

By: _____
Patrick Christiansen, Esq.

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledge before me this _____ day of _____, 2007, by Linda S. Watson, and she acknowledged before me that she executed the foregoing instrument on behalf of CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY as its true act and deed, and that she was authorized to do so.

Name:
Notary Public
Serial Number:
Commission Expires:

CITY OF SANFORD, FLORIDA

By: _____

Mayor, Linda Kuhn

Date: _____

ATTEST:

City Clerk

Print Name

STATE OF FLORIDA
COUNTY OF SEMINOLE

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

WITNESS my hand and official seal this _____ day of _____, 2007.

Name:
Notary Public:
Serial Number:

Commission Expires:

APPROVED AS TO FORM AND LEGALITY
For use and reliance by the _____,
Florida, only.

City Attorney
Sanford, Florida

_____, 2007

**SERVICE FUNDING AGREEMENT
BETWEEN OSCEOLA COUNTY AND LYNX
FOR FISCAL YEAR 2007-2008**

THIS AGREEMENT is made and entered into this _____ day of _____, 2007, by and between OSCEOLA COUNTY, a charter county and a political subdivision of the State of Florida (hereinafter the “County”), and the CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY, a body politic and corporate created pursuant to Part II, Chapter 343, Florida Statutes, (hereinafter “LYNX”).

WITNESSETH

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

WHEREAS, the County recognizes the need to provide public transit services in an efficient manner and acknowledges the benefits of increased ridership on the regional public transit system; and

WHEREAS, increasing traffic congestion and continued population growth require an efficient and convenient public transit service; and

WHEREAS, an efficient and convenient public transit service offers a viable alternative to private automobile travel; and

WHEREAS, LYNX desires to provide mass transit services within the County, and

WHEREAS, the County desires to provide LYNX with funding to support the operation of the public transportation service within the County.

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

1. RECITALS. The County and LYNX hereby declare that the recitals set forth above are true and correct and are incorporated herein and made a part of this Agreement.

2. LYNX SERVICE AND REPORTING REQUIREMENTS. In consideration of the funding provided by the County LYNX agrees to provide the services and reports specified in this agreement.

2.01 SERVICE REQUIREMENTS. Each service is associated with an allocation of the total amount of money to be paid by the County to LYNX under this agreement as indicated in Paragraph 3 a. The intent of the parties is that LYNX will provide at least the amount of service associated with each budget allocation associated with the specific service. The parties may shift dollars from one type of service (link) to another in order to balance the amount of money paid under this agreement with the services provided. Periodically the level of services shall be reconciled with the amount of money allocated to the services. At any time that the

balance of the money remaining to be paid is projected to be significantly more or less than the amount required to pay for the balance of the remaining services, the parties shall meet and agree to an adjustment to the level of service to bring the budget allocations closer to the actual requirements. Such adjustments to the levels of service shall be documented in writing, however, need not be the subject of an amendment to this agreement. In no event shall the County be obligated to pay any additional money in the absence of a written amendment to this agreement.

2.02 REPORTING REQUIREMENTS. Beginning on February 1, 2008 and on a quarterly basis thereafter, LYNX shall provide the County a written performance report reflecting the operations of the prior quarter (collectively referred to as "Performance Measures"). Each quarterly report will include the following items:

- a. A route map, and schedule for each route operated in the County.
- b. The actual aggregate ridership by transportation mode (Fixed Route bus, Lymmo, ACCESS LYNX, Van Plan and special shuttles) in the form of the official LYNX Monthly Ridership Reports.
- c. Operational Service Characteristics Report for current services contemporaneous updates.
- d. A comparison of actual revenue and expenditures to budgeted revenues and expenditures with explanations for variances that exceed Fifty Thousand Dollars (\$50,000).
- e. LYNX Route Performance report which reports and ranks each route monthly based on the following:
 - * Subsidy per passenger trip
 - * Passengers per trip
 - * Passengers per revenue hour
 - * Passengers per revenue mile
 - * Percent farebox return (percent of operating cost recovered through farebox)
- f. Current and contemporaneous versions of the LYNX Regional Model
- g. Scheduled and actual Revenue Miles
- h. Scheduled and actual Revenue Hours
- i. Schedule of unanticipated extraordinary expenses for the prior quarter
- j. Changes to authorized staffing
- k. Any other information the County reasonably requests
- l. An historical record describing route changes including, but not limited to:
 - i. Addition of Route(s)
 - ii. Elimination of Route(s)
 - iii. Combination of Routes
 - iv. Addition of Evening Service
 - v. Addition of Weekend Service
 - vi. Other Route Scheduling Changes
 - vii. Running Time Adjustments

Quarterly reporting periods shall end on December 31, March 31 June 30, and September 30, and said reports shall be submitted to the County's Transportation Planning Department after the end of each quarter.

On an annual basis, within thirty days of receipt, LYNX shall provide the County with a copy of all external audits, a copy of the Comprehensive Annual Financial Report, which shall

include the Report on Internal Controls, Report on Compliance with Laws and Regulations, and a copy of the management letter.

3. FISCAL YEAR 2007-2008 FUNDING

a. The County agrees to appropriate **\$4,550,540** to LYNX for Fiscal Year 2007-2008 as follows:

Link 04
Link 10
Link 12
Link 18
Link 26
Link 55
Link 56
Link 57
OT Performance
TD Funding
Medicaid Funding
ADA Funding
Capital Contribution

The funding is to be utilized by LYNX to provide public transit services in accordance with this Agreement. Such funds appropriated in the County's FY 2007-2008 Budget shall be paid in twelve (12) equal monthly installments which shall be due and payable on the first of each month. The first such payment shall be made no sooner than October 1, 2007.

b. LYNX agrees to utilize the funds received from the County in accordance with the terms of this Agreement and to take all reasonable and necessary actions in a timely manner to initiate, implement, and operate the Public Transportation services in accordance with the terms of this Agreement. LYNX further agrees to demonstrate such initiation, implementation, and completion of such improvements by submitting reports to the County as defined in Section 2 of this Agreement.

4. EFFECTIVE DATE. The effective date of this Agreement is October 1, 2007. The term of this Agreement is one (1) year from its effective date.

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

6. NEGOTIATIONS. The parties to this Agreement acknowledge that all terms of this Agreement were negotiated at arms length and that this Agreement and all documents executed in connection herewith were prepared and executed without undue influence exerted by any party or on any party. Further, this Agreement was drafted jointly by all parties, and no parties are entitled to the benefit of any rules of construction with respect to the interpretation of any terms, conditions, or provisions of this Agreement in favor of or against any person or party who drafted this Agreement.

7. MISCELLANEOUS.

a. This Agreement constitutes the entire Agreement between the parties with respect to the specific matters contained herein and supercedes all

previous discussions, understandings, and agreements. Amendments to or waivers of the provisions herein shall be made by the parties in writing. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either party hereto.

- b. If any sentence, phrase, paragraph, provision or portion of this Agreement is for any reason held invalid or constitutional by any court of competent jurisdiction, such portion shall be deemed an independent provision and such holding shall not affect the validity of the remaining portions hereto.
- c. The parties acknowledge that they have freely and voluntarily entered into this Agreement and that each party has been given the opportunity to receive the advice of independent legal counsel for all negotiations in connection with this Agreement.
- d. In any action or proceeding between the parties arising out of this Agreement, the prevailing party in such action or proceeding shall be entitled to recover all costs of such action or proceeding incurred by it, including reasonable attorneys' fees, at trial and on appeal.
- e. Time shall be of the essence of this Agreement.

8. CONTROLLING LAWS.

- a. This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida, and all duly adopted ordinances, regulations and policies of the County now in effect and those hereinafter adopted.
- b. The location for settlement of any claims, controversies, or disputes, arising out of or relating to any part of this Agreement, or any breach hereof, shall be Osceola County, Florida.
- c. The parties to this Agreement agree to comply with all applicable federal, state, and local laws, ordinances, rules and regulations pertaining to the actions contemplated by this Agreement.

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

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

County Osceola County
 Board of County Commissions
 1 Court House Square, Suite 1400
 Kissimmee, Florida 34741
 Attention: Michael J. Freilinger, County Manager

LYNX Central Florida Transportation Authority
 455 N. Garland Avenue
 Orlando, FL 32801-1128
 Attention: Linda S. Watson, Chief Executive Officer

with a copy to:

Central Florida Transportation Authority
455 N. Garland Avenue
Orlando, FL 32801-1128
Attention: Albert J. Francis II, CPA, Chief Financial Officer

with a copy to:

Akerman, Senterfitt & Eidson, P.A.
PO Box 231
Orlando, Florida 32802
Attention: Patrick Christiansen, Esq.

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

12. FILING OF AGREEMENT. This Agreement shall be filed with the Clerk of the Circuit Court of Osceola County, Florida, or such other public official responsible under general or special law for the public records of Osceola County, Florida, in accordance with Section 163.01, Florida Statutes.

13. INDEMNITY AND INSURANCE. The parties agree that the County does not operate any of the services provided by LYNX, is not responsible for the purchase or maintenance of the equipment operated by LYNX, does not employ, train or otherwise deal with any employees of LYNX and has no control over the operations of LYNX except as may be stated herein. Accordingly, LYNX hereby assumes responsibility for all claims for personal injury, including death, and property damage caused by the operation of LYNX's public transportation system, including all claims based upon the negligence or intentional acts of any LYNX employee, officer, director, contractor or other person, firm or corporation for whom LYNX may be legally responsible. LYNX agrees to indemnify and hold harmless the County from and against all such claims and to defend the County in all lawsuits wherein the County is a named defendant as a result of any such claim. The intent of this indemnity and hold harmless clause is to relieve the County from any and all liability for claims based upon the operation of LYNX's transportation systems, all in recognition of the fact that the County contracts for services from LYNX, however, has no ability to control the day to day operations of LYNX. LYNX shall maintain appropriate insurance with minimum limits of one million dollars (\$1,000,000) per occurrence for the GL coverage, statutory amounts of workers' compensation, and five million dollars (\$5,000,000) in automobile liability coverage, naming the County as an additional insured.

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

CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY

Attest:

(seal)

Pamela Durkin, Executive Assistant

By: _____
Linda S. Watson
Chief Executive Officer

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledge before me this _____ day of _____, 2007, by _____, and she acknowledged before me that she executed the foregoing instrument on behalf of CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY as its true act and deed, and that she was authorized to do so.

Name:
Notary Public
Serial Number:
Commission Expires:

Approved by General Counsel
Akerman, Senterfett & Eidson, P.A.

By: _____
Patrick Christiansen, Esq.

OSCEOLA COUNTY, FLORIDA
By: Board of County Commissioners

By: _____
Ken Shipley, Osceola County Chairman

Date: _____

ATTEST: _____

As Clerk to the Board of County Commissioners

By: _____
Deputy Clerk

STATE OF FLORIDA
COUNTY OF OSCEOLA

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

WITNESS my hand and official seal this _____ day of _____, 2007,

Name:
Notary Public:
Serial Number:

Commission Expires:

APPROVED AS TO FORM AND LEGALITY
For use and reliance by the Osceola County,
Florida, only.

City Attorney
Osceola County, Florida
_____, 2007

**SERVICE FUNDING AGREEMENT
BETWEEN SEMINOLE COUNTY AND LYNX
FOR FISCAL YEAR 2007-2008**

THIS AGREEMENT is made and entered into this _____ day of _____, 2007, by and between SEMINOLE COUNTY, a charter county and a political subdivision of the State of Florida (hereinafter the “County”), and the CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY, a body politic and corporate created pursuant to Part II, Chapter 343, Florida Statutes, (hereinafter “LYNX”).

WITNESSETH

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

WHEREAS, the County recognizes the need to provide public transit services in an efficient manner and acknowledges the benefits of increased ridership on the regional public transit system; and

WHEREAS, increasing traffic congestion and continued population growth require an efficient and convenient public transit service; and

WHEREAS, an efficient and convenient public transit service offers a viable alternative to private automobile travel; and

WHEREAS, LYNX desires to provide mass transit services within the County, and

WHEREAS, the County desires to provide LYNX with funding to support the operation of the public transportation service within the County.

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

1. RECITALS. The County and LYNX hereby declare that the recitals set forth above are true and correct and are incorporated herein and made a part of this Agreement.

2. LYNX SERVICE AND REPORTING REQUIRMENTS. In consideration of the funding provided by the County LYNX agrees to provide the services and reports specified in this agreement.

2.01 SERVICE REQUIREMENTS. Each service is associated with an allocation of the total amount of money to be paid by the County to LYNX under this agreement. The intent of the parties is that LYNX will provide at least the amount of service associated with each budget allocation associated with the specific service. The parties may shift dollars from one type of service to another in order to balance the amount of money paid under this agreement with the services provided. Periodically the level of services shall be reconciled with the amount of money allocated to the services. At any time that the balance of the money remaining to be

paid is projected to be significantly more or less than the amount required to pay for the balance of the remaining services, the parties shall meet and agree to an adjustment to the level of service to bring the budget allocations closer to the actual requirements. Such adjustments to the levels of service shall be documented in writing, however, need not be the subject of an amendment to this agreement. In no event shall the County be obligated to pay any additional money in the absence of a written amendment to this agreement.

2.02 REPORTING REQUIREMENTS. Beginning on February 1, 2008 and on a quarterly basis thereafter, LYNX shall provide the County a written performance report reflecting the operations of the prior quarter (collectively referred to as "Performance Measures"). Each quarterly report will include the following items:

- a. A route map, and schedule for each route operated in the County.
- b. The actual aggregate ridership by transportation mode (Fixed Route bus, Lymmo, ACCESS LYNX, Van Plan and special shuttles) in the form of the official LYNX Monthly Ridership Reports.
- c. Operational Service Characteristics Report for current services contemporaneous updates.
- d. A comparison of actual revenue and expenditures to budgeted revenues and expenditures with explanations for variances that exceed Fifty Thousand Dollars (\$50,000).
- e. LYNX Route Performance report which reports and ranks each route monthly based on the following:
 - * Subsidy per passenger trip
 - * Passengers per trip
 - * Passengers per revenue hour
 - * Passengers per revenue mile
 - * Percent farebox return (percent of operating cost recovered through farebox)
- f. Current and contemporaneous versions of the LYNX Regional Model
- g. Scheduled and actual Revenue Miles
- h. Scheduled and actual Revenue Hours
- i. Schedule of unanticipated extraordinary expenses for the prior quarter
- j. Changes to authorized staffing
- k. Any other information the County reasonably requests
- l. An historical record describing route changes including, but not limited to:
 - i. Addition of Route(s)
 - ii. Elimination of Route(s)
 - iii. Combination of Routes
 - iv. Addition of Evening Service
 - v. Addition of Weekend Service
 - vi. Other Route Scheduling Changes
 - vii. Running Time Adjustments

Quarterly reporting periods shall end on December 31, March 31 June 30, and September 30, and said reports shall be submitted to the County's Transportation Planning Department after the end of each quarter.

On an annual basis, within thirty days of receipt, LYNX shall provide the County with a copy of all external audits, a copy of the Comprehensive Annual Financial Report, which shall

include the Report on Internal Controls, Report on Compliance with Laws and Regulations, and a copy of the management letter.

3. FISCAL YEAR 2007-2008 FUNDING

- a. The County agrees to appropriate **\$4,710,007** to LYNX for Fiscal Year 2007-2008. The funding is to be utilized by LYNX to provide public transit services in accordance with this Agreement. Such funds appropriated in the County's FY 2007-2008 Budget shall be paid in twelve (12) equal monthly installments which shall be due and payable on the first of each month. The first such payment shall be made no sooner than October 1, 2007.
- b. LYNX agrees to utilize the funds received from the County in accordance with the terms of this Agreement and to take all reasonable and necessary actions in a timely manner to initiate, implement, and operate the Public Transportation services in accordance with the terms of this Agreement. LYNX further agrees to demonstrate such initiation, implementation, and completion of such improvements by submitting reports to the County as defined in Section 2 of this Agreement.

4. EFFECTIVE DATE. The effective date of this Agreement is October 1, 2007. The term of this Agreement is one (1) year from its effective date.

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

6. NEGOTIATIONS. The parties to this Agreement acknowledge that all terms of this Agreement were negotiated at arms length and that this Agreement and all documents executed in connection herewith were prepared and executed without undue influence exerted by any party or on any party. Further, this Agreement was drafted jointly by all parties, and no parties are entitled to the benefit of any rules of construction with respect to the interpretation of any terms, conditions, or provisions of this Agreement in favor of or against any person or party who drafted this Agreement.

7. MISCELLANEOUS.

- a. This Agreement constitutes the entire Agreement between the parties with respect to the specific matters contained herein and supercedes all previous discussions, understandings, and agreements. Amendments to or waivers of the provisions herein shall be made by the parties in writing. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either party hereto.
- b. If any sentence, phrase, paragraph, provision or portion of this Agreement is for any reason held invalid or constitutional by any court of competent jurisdiction, such portion shall be deemed an independent provision and such holding shall not affect the validity of the remaining portions hereto.
- c. The parties acknowledge that they have freely and voluntarily entered into this Agreement and that each party has been given the opportunity to receive the advice of independent legal counsel for all negotiations in connection with this Agreement.
- d. In any action or proceeding between the parties arising out of this Agreement, the prevailing party in such action or proceeding shall be

entitled to recover all costs of such action or proceeding incurred by it, including reasonable attorneys' fees, at trial and on appeal.

e. Time shall be of the essence of this Agreement.

8. CONTROLLING LAWS.

- a. This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida, and all duly adopted ordinances, regulations and policies of the County now in effect and those hereinafter adopted.
- b. The location for settlement of any claims, controversies, or disputes, arising out of or relating to any part of this Agreement, or any breach hereof, shall be Orange County, Florida.
- c. The parties to this Agreement agree to comply with all applicable federal, state, and local laws, ordinances, rules and regulations pertaining to the actions contemplated by this Agreement.

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

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

County County of Seminole
 1101 East First Street
 Sanford, FL 32771
 Attention: Cynthia A. Coto, County Manager

LYNX Central Florida Transportation Authority
 455 N. Garland Avenue
 Orlando, FL 32801-1128
 Attention: Linda S. Watson, Chief Executive Officer

with a copy to:

Central Florida Transportation Authority
455 N. Garland Avenue
Orlando, FL 32801-1128
Attention: Albert J. Francis II, Chief Financial Officer

with a copy to:

Akerman, Senterfitt & Eidson, P.A.
PO Box 231
Orlando, Florida 32802
Attention: Patrick Christiansen, Esq.

11. RECORD KEEPING PROCEDURES. LYNX shall keep and maintain accurate records of all services rendered in the performance of this Agreement and shall keep such records open to inspection by the County at reasonable hours during the entire term of this Agreement, plus three (3) years after expiration or termination of this Agreement. If any

litigation, claim or audit is commenced prior to the expiration of the three (3) year period and extends beyond such period, the records shall be maintained until all litigation, including appeals, claims or audits have been concluded or resolved. Any person authorized by the County shall have access to and the right to examine any of the records.

12. FILING OF AGREEMENT. This Agreement shall be filed with the Clerk of the Circuit Court of Seminole County, Florida, or such other public official responsible under general or special law for the public records of Seminole County, Florida, in accordance with Section 163.01, Florida Statutes.

13. INDEMNITY AND INSURANCE. The parties agree that the County does not operate any of the services provided by LYNX, is not responsible for the purchase or maintenance of the equipment operated by LYNX, does not employ, train or otherwise deal with any employees of LYNX and has no control over the operations of LYNX except as may be stated herein. Accordingly, LYNX hereby assumes responsibility for all claims for personal injury, including death, and property damage caused by the operation of LYNX's public transportation system, including all claims based upon the negligence or intentional acts of any LYNX employee, officer, director, contractor or other person, firm or corporation for whom LYNX may be legally responsible. LYNX agrees to indemnify and hold harmless the County from and against all such claims and to defend the County in all lawsuits wherein the County is a named defendant as a result of any such claim. The intent of this indemnity and hold harmless clause is to relieve the County from any and all liability for claims based upon the operation of LYNX's transportation systems, all in recognition of the fact that the County contracts for services from LYNX, however, has no ability to control the day to day operations of LYNX. LYNX shall maintain appropriate insurance with minimum limits of one million dollars (\$1,000,000) per occurrence for the GL coverage, statutory amounts of workers' compensation, and five million dollars (\$5,000,000) in automobile liability coverage, naming the County as an additional insured.

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

CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY

Attest:

(seal)

Pamela Durkin, Executive Assistant

By: _____
Linda S. Watson
Chief Executive Officer

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledge before me this _____ day of _____, 2007, by Linda S. Watson, and she acknowledged before me that she executed the foregoing instrument on behalf of CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY as its true act and deed, and that she was authorized to do so.

Name:

Notary Public
Serial Number:
Commission Expires:

Approved by General Counsel
Akerman, Senterfett & Eidson, P.A.

By: _____
Patrick Christiansen, Esq.

SEMINOLE COUNTY, FLORIDA
By: Board of County Commissioners

By: _____
Carlton D. Henley, Seminole County Chairman

Date: _____

ATTEST: _____
As Clerk to the Board of County Commissioners

By: _____
Deputy Clerk

STATE OF FLORIDA
COUNTY OF SEMINOLE

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

WITNESS my hand and official seal this _____ day of _____, 2007,

Name:
Notary Public:
Serial Number:
Commission Expires:

APPROVED AS TO FORM AND LEGALITY
For use and reliance by the Seminole County,
Florida, only.

County Attorney
Seminole County, Florida
_____, 2007

**SERVICE FUNDING AGREEMENT
BETWEEN CITY OF ORLANDO AND LYNX
FOR FISCAL YEAR 2007-2008**

THIS AGREEMENT is made and entered into this _____ day of _____, 2007, by and between the CITY OF ORLANDO, a municipal corporation organized under the laws of the State of Florida (hereinafter the “City”), and the CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY, a body politic and corporate created pursuant to Part II, Chapter 343, Florida Statutes, (hereinafter “LYNX”).

WITNESSETH

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

WHEREAS, the City recognizes the need to provide public transit services in an efficient manner and acknowledges the benefits of increased ridership on the regional public transit system; and

WHEREAS, increasing traffic congestion and continued population growth require an efficient and convenient public transit service improvements; and

WHEREAS, an efficient and convenient public transit service offers a viable alternative to private automobile travel; and

WHEREAS, LYNX desires to provide mass transit services within the corporate limits of the City, and

WHEREAS, the City desires to provide LYNX with funding commensurate with existing service within the City to achieve the approved public transit levels of service.

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

1. RECITALS. The City and LYNX hereby declare that the recitals set forth above are true and correct and are incorporated herein and made a part of this Agreement.

2. LYNX REPORTING REQUIRMENTS. As information for the purposes of operations and management analysis, LYNX agrees to provide the City on a quartile basis commencing on February 1, 2008, a written performance report reflecting the operations of the prior quarter (collectively referred to as “Performance Measures”). Each quarterly report will include the following items:

- a. Route map, and schedules for each route operated in City
- b. Actual aggregate ridership mode (Fixed Route bus, Lymmo, ACCESS LYNX, Van Plan and special shuttles) in the form of the official LYNX Monthly Ridership Reports.

- c. Operational Service Characteristics Report for current services contemporaneous updates.
- d. Comparison of actual revenue and expenditures to budgeted revenues and expenditures with explanations for variances that exceed Fifty Thousand Dollars (\$50,000).
- e. LYNX Route Performance report which reports and ranks each route monthly based on the following:
 - * Subsidy per passenger trip
 - * Passengers per trip
 - * Passengers per revenue hour
 - * Passengers per revenue mile
 - * Percent farebox return (percent of operating cost recovered through farebox)
- f. Current and contemporaneous versions of the LYNX Regional Model
- g. Scheduled and actual Revenue Miles
- h. Scheduled and actual Revenue Hours
- i. Schedule of unanticipated extraordinary expenses for the prior quarter
- j. Changes to authorized staffing
- k. Any other information the City reasonably requests
- l. An historical record describing route changes including, but not limited to:
 - 1. Addition of Route(s)
 - 2. Elimination of Route(s)
 - 3. Combination of Routes
 - 4. Addition of Evening Service
 - 5. Addition of Weekend Service
 - 6. Other Route Scheduling Changes
 - 7. Running Time Adjustments

Quarterly reporting periods shall end on December 31, March 31, June 30, and September 30, and said reports shall be submitted to the City's Transportation Planning Bureau after the end of each quarter.

On an annual basis, within thirty days of receipt, LYNX shall provide the City with a copy of all external audits, a copy of the Comprehensive Annual Financial Report which shall include the Report on Internal Controls, Report on Compliance with Laws and Regulations, and a copy of the Management Letter.

3. FISCAL YEAR 2007-2008 FUNDING

- a. The City agrees to appropriate **\$4,524,658** to Lynx for fiscal Year 2007-2008. The funding is to be utilized by LYNX to provide public transit services in accordance with this Agreement. Such funds appropriated in the City's FY 2007-2008 Budget shall be paid in advance of month of operation by the City to LYNX in (4) equal quarterly installments, promptly upon receipt by the City's Transportation Planning Bureau Chief of an invoice from LYNX for the installment for the current quarter. The first such payment shall be made no sooner than October 1, 2007.
- b. LYNX agrees to utilize the funds received from the City in accordance with the terms of this Agreement and to take all reasonable and necessary actions in a timely manner to initiate, implement, and operate the Public Transportation services in accordance with the terms of this Agreement. LYNX further agrees to demonstrate such initiation, implementation, and

completion of such improvements by submitting reports to the City as defined in Section 2 of this Agreement.

4. EFFECTIVE DATE. The effective date of this Agreement is October 1, 2007. The term of this Agreement is one (1) year from its effective date.
5. INTERPRETATION. The headings contained in this Agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this Agreement.
6. NEGOTIATIONS. The parties to this Agreement acknowledge that all terms of this Agreement were negotiated at arms length and that this Agreement and all documents executed in connection herewith were prepared and executed without undue influence exerted by any party or on any party. Further, this Agreement was drafted jointly by all parties, and no parties are entitled to the benefit of any rules of construction with respect to the interpretation of any terms, conditions, or provisions of this Agreement in favor of or against any person or party who drafted this Agreement.
7. MISCELLANEOUS.
 - a. This Agreement constitutes the entire Agreement between the parties with respect to the specific matters contained herein and supercedes all previous discussions, understandings, and agreements. Amendments to or waivers of the provisions herein shall be made by the parties in writing. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either party hereto.
 - b. If any sentence, phrase, paragraph, provision or portion of this Agreement is for any reason held invalid or constitutional by any court of competent jurisdiction, such portion shall be deemed an independent provision and such holding shall not affect the validity of the remaining portions hereto.
 - c. The parties acknowledge that they have freely and voluntarily entered into this Agreement and that each party has been given the opportunity to receive the advice of independent legal counsel for all negotiations in connection with this Agreement.
 - d. In any action or proceeding between the parties arising out of this Agreement, the prevailing party in such action or proceeding shall be entitled to recover all costs of such action or proceeding incurred by it, including reasonable attorneys' fees, at trial and on appeal.
 - e. Time shall be of the essence of this Agreement.
8. CONTROLLING LAWS.
 - a. This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida, and all duly adopted ordinances, regulations, and policies of the City now in effect and those hereinafter adopted.
 - b. The location for settlement of any claims, controversies, or disputes, arising out of or relating to any part of this Agreement, or any breach hereof, shall be Orange County, Florida.
 - c. The parties to this Agreement agree to comply with all applicable federal, state, and local laws, ordinances, rules and regulations pertaining to the actions contemplated by this Agreement.

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

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

City: Transportation Planning Bureau
 City of Orlando
 400 South Orange Avenue, P.O. Box 44990
 Orlando, FL 44990
 Attention: Roger Neiswender, Director of Transportation

LYNX: Central Florida Transportation Authority
 455 N. Garland Avenue
 Orlando, FL 32801-1128
 Attention: Linda S. Watson, Chief Executive Officer

with a copy to:

 Central Florida Transportation Authority
 455 N. Garland Avenue
 Orlando, FL 32801-1128
 Attention: Albert J. Francis II, CPA, Chief Financial Officer

with a copy to:

 Akerman, Senterfitt & Eidson, P.A.
 255 S. Orange Avenue, Suite 1700
 Orlando, Florida 32801
 Attention: Patrick Christiansen, Esq.

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

12. FILING OF AGREEMENT. This Agreement shall be filed with 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, in accordance with Section 163.01, Florida Statutes.

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

CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY

Attest:

(seal)

Pamela Durkin, Executive Assistant

By: _____
Linda S. Watson
Chief Executive Officer

Approved by General Counsel
Akerman, Senterfett & Eidson, P.A.

By: _____
Patrick Christiansen, Esq.

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledge before me this _____ day of _____, 2007, by Linda S. Watson, Chief Executive Officer and Pamela Durkin, Executive Assistant, respectively, Central Florida Regional Transportation Authority, and they acknowledged before me that they executed the foregoing instrument on behalf of CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY as its true act and deed, and that she was authorized to do so.

Name:
Notary Public
Serial Number:
Commission Expires:

CITY OF ORLANDO, FLORIDA

By: _____
Mayor, Buddy Dyer

ATTEST:

City Clerk

APPROVED AS TO FORM AND LEGALITY
For use and reliance by the
_____,
Florida, only

City Attorney
Orlando, Florida

_____, 2007

STATE OF FLORIDA
COUNTY OF ORANGE

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

WITNESS my hand and official seal this _____ day of _____, 2007,

Name:
Notary Public:
Serial Number:

Commission Expires:

**SERVICE FUNDING AGREEMENT
BETWEEN ORANGE COUNTY AND LYNX
FOR FISCAL YEAR 2007-2008
October 1, 2007 – September 30, 2008**

THIS AGREEMENT is made and entered into this ____ day of _____, 2007, by and between ORANGE COUNTY, FLORIDA a charter county and political subdivision of the State of Florida (hereinafter the “County”), and the CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY, a body politic and corporate created pursuant to Part II, Chapter 343, Florida Statutes, (hereinafter “LYNX”).

WITNESSETH

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

WHEREAS, the County, on July 1, 1991, adopted a Comprehensive Policy Plan (“CPP”) which calls for specific level of service improvements in public transportation; and

WHEREAS, the County recognizes the need to provide public transportation services in an efficient manner and acknowledges the benefits of increased ridership on the regional transportation system; and

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

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

WHEREAS, LYNX provides mass transit services within the limits of the County and contributes to the development and support of the CPP; and

WHEREAS, the County has budgeted funds for fiscal year **2007-2008** to support LYNX public transportation services; and

WHEREAS, the County recognizes the need to maintain transit services; and

WHEREAS, this Agreement provides for the development, funding, and implementation of public transportation service improvements to maintain existing service; and

WHEREAS, at present, LYNX and the County acknowledge that the funds provided by the County to LYNX are used as the County’s support of the regional public transportation system within Orange County only.

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

1. **RECITALS.** The County and LYNX hereby declare that the recitals set forth above are true and correct and are incorporated herein and made a part of this Agreement.

2. **DEFINITIONS.** As used in this Agreement the words and terms hereinafter set forth shall have the meaning hereinafter as ascribed to them.

“Deadhead” – Vehicle miles and hours of operation incurred in non-revenue service in support of revenue service (i.e. miles and hours from the garage to the beginning of a route).

“Fixed-Route” – Service provided on a repetitive, fixed-schedule basis along a specific route with vehicles stopping to pick up and deliver passengers to specific locations; each fixed-route trip serves the same origins and destinations, unlike demand response. Includes route deviation service, where revenue vehicles deviate from fixed route on a discretionary basis.

“Operating Expense (Cost)” – The expenses associated with the operation of the transit agency, and classified by function or activity and the goods and services purchased. It is the sum of “Vehicle Operations”, “Vehicle Maintenance”, “Non-Vehicle Maintenance”, and “General Administration”.

“Passenger Fares” – The revenue earned from carrying passengers in regularly scheduled service. Passenger fares include the base fare, zone premiums, express service premiums, extra cost transfers and quantity purchased discounts (weekly, monthly, student, senior, etc. passes) applicable to the passenger’s ride.

“Passenger Trips” – (Unlinked Passenger Trips) - The number of fare-paying transit passengers with each person counted once per boarding.

“Public Transportation” – Transportation by bus, van or other conveyance providing to the general public or special service including ADA services on a regular and continuing basis. Also known as “Mass Transit” and “Transit”. “Public Transportation” for purposes of this Agreement shall not include light rail.

“Revenue Hours” – The hours a vehicle travels while in revenue service, excluding Deadhead hours.

“Revenue Miles” – The miles a vehicle travels while in revenue service, excluding Deadhead miles.

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

3. **LYNX REPORTING REQUIREMENTS.** As information for the purposes of operations and management analysis, LYNX agrees to provide the County on a quarterly basis commencing on February 14, 2008, a written performance report reflecting the operations of the

prior quarter (collectively referred to as “Performance Measures”). Each quarterly report will include the following items:

- a. Route map, and schedules for each route operated in Orange County.
- b. Actual aggregate ridership by mode (Fixed Route bus, Lymmo, Access LYNX, Van Plan and special shuttles) in the form of the official LYNX Monthly Ridership Reports.
- c. Operational Service Characteristics Report for current services contemporaneous updates.
- d. Comparison of actual revenue and expenditures to budgeted revenues and expenditures with explanations for variances that exceed Fifty Thousand Dollars (\$50,000).
- e. LYNX Route Performance Report which reports and ranks each route monthly based on the following:
 - * Subsidy per passenger trip
 - * Passengers per trip
 - * Passengers per revenue hour
 - * Passengers per revenue mile
 - * Percent farebox return (percent of operating cost recovered through farebox)
- f. Current contemporaneous versions of the LYNX Regional Model. This model is used by LYNX to apportion cost based on fixed route hours and ADA client trips.
- g. Scheduled and actual Revenue Miles
- h. Scheduled and actual Revenue Hours
- i. Schedule of unanticipated extraordinary expenses for the prior quarter
- j. Changes to authorized staffing
- k. Total training and travel expenditures for each LYNX board member and employee for the preceding three-month period. Information should include training event name, attendee name(s), and date(s) of travel and or training, event location, and total expenses of each trip.
- l. Any other information the County reasonably requests

Quarterly reporting periods shall end on, December 31, March 31, June 30 and September 30 and said reports shall be submitted to the County’s Office of Management and Budget and Growth Management Department within forty-five days after the end of each quarter.

On an annual basis, within thirty days of receipt, LYNX shall provide the County with a copy of all external audits, a copy of the Comprehensive Annual Financial Report, which shall include the Report on Internal Controls, Report on Compliance with Laws and Regulations, and a copy of the management letter.

4. **LYNX DUTIES.**

a. The parties agree that future service and budget proposals for service in the County will be developed by LYNX and the County.

b. LYNX shall receive written permission from the County Administrator (or his designee) prior to implementing any of the following changes which result in an increase or reduction of fixed route bus service hours, as defined in the Definitions section, of more or less than two percent "2%" of said annual service hours operated in Orange County. Such approval shall not be unreasonably withheld or delayed.

1. Addition of Route(s)
2. Elimination of Route(s)
3. Combination of Routes
4. Changes to service span
5. Changes to service frequency
6. Changes in days of operation

In making a request for any of these changes, LYNX shall provide an explanation for the reason the changes are deemed necessary.

c. LYNX will submit an annual travel budget for all board members and senior management personnel with each annual funding request.

d. LYNX will maintain a code of ethics and a fraud policy.

e. LYNX will provide training to new board members regarding the travel policy and procedures of the agency.

5. **FUNDING.**

a. The County agrees to appropriate thirty four million nine hundred fifty six thousand three hundred sixty three dollars (\$34,956,363) to LYNX for fiscal year 2007-2008 for the provision of public transportation services within Orange County in accordance with this Agreement.

Included in this amount is \$30,842,399 for base operating expenditures to maintain the existing level of service for fixed route bus service, ACCESS LYNX, and other existing services. This budget allocation includes a 5% budget reduction necessitated by the recently enacted property tax reform and was also reduced by \$438,382 in one time moving expenses included in the FY 2006-07 base budget. Moreover, base items such as unfunded Medicaid trips, fuel, health

insurance and union contract increases will be accounted for and reported separately to determine if there are surpluses at the end of each fiscal year. If surpluses exist, then LYNX will submit a written notification to the county of such surpluses and schedule a meeting with County staff to discuss the treatment of such surpluses.

The remaining \$4,113,964 County appropriation shall be used to fund the following items:

- \$828,458 for bus acquisitions related to improving on-time performance.
- \$3,285,506 for additional operating expenses (1 year) for improving on-time performance.

Other items not included in the FY 2007-08 budget appropriation but prepaid during fiscal year 2006-07 include:

- \$764,860 for the following service enhancements:

Link 30	\$474,772
Alafaya Trail circulator	<u>\$290,088</u>
Total funding new service	\$764,860

- \$828,459 previously earmarked for the CAD /AVL system but now available to fund LYNX operations during FY 2007-08.
- Reserve carryover (surplus funds) of \$700,595.
- Savings on on-time performance bus acquisition of \$510,958.

Inclusive of these prepaid items, Orange County's FY 2007-08 total funding contribution to LYNX amounts to \$37,761,235. (See exhibit A for detail funding breakdown)

Funds shall be paid by the County to LYNX in twelve (12) equal monthly installments by the County's designated representative and shall be due on the first of each month beginning in October 2007, and payable no later than thirty days after the due date. The first such payment under this agreement shall be made no sooner than October 1, 2007 or the execution date of this agreement. The last payment, due September 1st, 2008, may be reduced by the amount reserved for uncontrollable expenses explained in the previous paragraph. Notwithstanding the foregoing, in the event LYNX fails to submit quarterly reports or fails to comply with any material term of this agreement to include timely payment of health insurance premiums, now payable to Orange County under new self-insurance plan; the County reserves the right to withhold monthly payments pursuant to paragraph 16. In no event shall payments hereunder be required of the County after the expiration of the term of this Agreement as set forth in paragraph 6.

b. LYNX agrees to utilize the funds received from the County in accordance with the terms of this Agreement and to take all reasonable and necessary actions in a timely manner to initiate, implement, and operate the Public Transportation services in accordance with the terms of this Agreement. LYNX further agrees to demonstrate such initiation, implementation, and completion of such improvements by submitting reports to the County as defined in Section 3 of this Agreement.

c. The funding provided under this Agreement is strictly for the uses and purposes outlined herein. In no event shall any portion of these funds be used for the following purposes:

(i) to pay for any lobbyist, as such term is defined in section 2-351 of the Orange County Code, to engage in any lobbying activities designed to influence decisions or other foreseeable actions of the Board of County Commissioners or the governing body of any other municipality located within Orange County. Furthermore, Lynx agrees that it shall not undertake, or cause to be undertaken, or participate in, any lobbying before the state legislature in order to advocate for or influence legislative decision making inconsistent with legislative priorities adopted by the Board of County Commissioners, without the prior consent of such Board or the County Administrator.

(ii) the sponsorship of any social or cultural event or organization, whether profit or nonprofit;

6. **EFFECTIVE DATE.** The effective date of this Agreement is the date of its execution by the last party to execute this Agreement. The terms of this Agreement shall commence on the effective date and terminate on **September 30, 2008**, unless terminated earlier in accordance with paragraph 16.

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

8. **NEGOTIATIONS.** The parties to this Agreement acknowledge that all terms of this Agreement were negotiated at arms length and that this Agreement and all documents executed in connection herewith were prepared and executed without undue influence exerted by any party or on any party. Further, all parties drafted this Agreement jointly, and no parties are entitled to the benefit of any rules of construction with respect to the interpretation of any terms, conditions, or provisions of this Agreement in favor of or against any person or party who drafted this Agreement.

9. **INDEPENDENT CONTRACTOR STATUS; INDEMNIFICATION.** The parties are independent contractors and are not employees or agents of each other. Nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent contractor, between parties, their employees, agents, subcontractors or assigns, during or after performance of this Agreement. Accordingly, to the extent permitted by Florida law, LYNX agrees that it will indemnify and hold harmless the County and all of the County officers, agents and employees from any claim, loss, damage, charge or expense arising out of any act, action, neglect or omission by LYNX during the performance of this Agreement, whether direct or indirect and whether to any person or property to which the County or said parties may be subject, except that neither LYNX nor any of its subcontractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused by or resulting from the negligence of the County or any of its officers, agents or employees.

10. **MISCELLANEOUS.**

a. This Agreement constitutes the entire Agreement between the parties with respect to the specific matters contained herein and supercedes all previous discussions, understandings, and agreements. Amendments to or waivers of the provisions herein shall be made by the parties in writing. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either party hereto.

b. If any sentence, phrase, paragraph, provision or portion of this Agreement is for any reason held invalid or constitutional by any court of competent jurisdiction, such portion shall be deemed an independent provision and such holding shall not affect the validity of the remaining portions hereto.

c. The parties acknowledge that they have freely and voluntarily entered into this Agreement and that each party has been given the opportunity to receive the advice of independent legal counsel for all negotiations in connection with this Agreement.

11. CONTROLLING LAWS.

a. This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida, and all duly adopted ordinances, regulations, and policies of the County now in effect and those hereinafter adopted.

b. The location for settlement of any claims, controversies, or disputes, arising out of or relating to any part of this Agreement, or any breach hereof, shall be Orange County, Florida.

c. The parties to this Agreement agree to comply with all applicable federal, state, and local laws, ordinances, rules and regulations pertaining to the actions contemplated by this Agreement.

12. BINDING NATURE OF AGREEMENT. This Agreement shall be binding only between the County and LYNX, and inure to the benefit of the successors or assigns of the parties.

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

County Orange County
 Office of Management & Budget
 201 South Rosalind Avenue, 3rd Floor
 P.O. Box 1393
 Orlando, FL 32802-1393
 Attention: Randy Singh, Manager, Office of Management & Budget

copy to: Orange County Growth Management Department
 201 S. Rosalind Avenue, 2nd Floor
 P.O. Box 1393
 Orlando, FL 32802-1393
 Attention: Carla Bell Johnson, Assistant to the Director

copy to: Orange County Attorney's Office
P.O. Box 1393
Orlando, FL 32802-1393
Attention: Tom Drage, County Attorney

LYNX Central Florida Regional Transportation Authority
455 North Garland Avenue,
Orlando, Florida 32801-1518
Attention: Linda Watson, Executive Director

with a copy to: Central Florida Regional Transportation Authority
455 North Garland Avenue,
Orlando, Florida 32801-1518
Attention: Albert J. Francis II, Chief Financial Officer

with a copy to: Akerman Senterfitt
Citrus Center 17th Floor
255 S. Orange Ave.
PO Box 231
Orlando, FL. 32801
Attention: Pat Christiansen

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

15. **AUDIT.** The Orange County Comptroller or her successor (or their designee) shall have the right to audit LYNX's books and records on an annual basis to determine compliance with the terms, conditions, and obligations imposed by this Agreement. The County's auditors or the Comptroller as the case may be, shall have full access to all records, documents, and information, whether on paper or electronic or other media as is necessary or convenient to perform the audit.

16. **TERMINATION; REMEDIES.** This Agreement may be terminated by the County if LYNX defaults in its performance or compliance with any material term or condition of this Agreement and shall fail to cure such default within thirty (30) days after written notice from the County; excepting, however, that if such default is not reasonably susceptible to being cured within such thirty (30) day period and LYNX is diligently continuing such cure, LYNX shall be afforded an additional period of time not to exceed ninety (90) days, in which to complete such cure. The County shall have all legal and equitable remedies available to it including but not limited to, injunctive relief, right to terminate monthly contribution payments,

and/or restitution for any use by LYNX of the County's funding contribution that is not in conformance with the terms of this Agreement.

17. **FILING OF AGREEMENT.** This Agreement shall be filed with 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, in accordance with Section 163.01, Florida Statutes.

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

CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY

(seal)

Assistant Secretary

By: _____

Printed Name: Linda S. Watson

Title: Chief Executive Officer

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledge before me this _____ day of _____, 2007, by _____, and he acknowledged before me that he executed the foregoing instrument on behalf of CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY as its true act and deed, and that he was authorized to do so.

Name:
Notary Public
Serial Number:
Commission Expires:
STATE OF FLORIDA
COUNTY OF ORANGE

Approved by General Counsel
Akerman Senterfitt

By: _____
Pat Christiansen

ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

By: _____
Richard Crotty
Orange County Mayor

Date: _____

ATTEST: Martha O. Haynie, County Comptroller
As Clerk to the Board of County Commissioners

By: _____
Deputy Clerk

**SERVICE FUNDING AGREEMENT
BETWEEN CITY OF ST. CLOUD AND LYNX
FOR FISCAL YEAR 2007-2008**

THIS AGREEMENT is made and entered into this _____ day of _____, 2007, by and between CITY OF ST. CLOUD, a municipal corporation organized under the laws of the State of Florida (hereinafter the "City"), and the CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY, a body politic and corporate created pursuant to Part II, Chapter 343, Florida Statutes, (hereinafter "LYNX").

WITNESSETH

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

WHEREAS, the City recognizes the need to provide public transit services in an efficient manner and acknowledges the benefits of increased ridership on the regional public transit system; and

WHEREAS, increasing traffic congestion and continued population growth require an efficient and convenient public transit service improvements; and

WHEREAS, an efficient and convenient public transit service offers a viable alternative to private automobile travel; and

WHEREAS, LYNX desires to provide mass transit services within the corporate limits of the City, and

WHEREAS, the City desires to provide LYNX with funding commensurate with existing service within the City to achieve the approved public transit levels of service.

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

1. RECITALS. The City and LYNX hereby declare that the recitals set forth above are true and correct and are incorporated herein and made a part of this Agreement.

2. LYNX REPORTING REQUIRMENTS. As information for the purposes of operations and management analysis, LYNX agrees to provide the City on a quartile basis commencing on February 1, 2008, a written performance report reflecting the operations of the prior quarter (collectively referred to as "Performance Measures"). Each quarterly report will include the following items:

- a. Route map, and schedules for each route operated in City
- b. Actual aggregate ridership mode (Fixed Route bus, Lymmo, ACCESS LYNX, Van Plan and special shuttles) in the form of the official LYNX Monthly Ridership Reports.

- c. Operational Service Characteristics Report for current services contemporaneous updates.
- d. Comparison of actual revenue and expenditures to budgeted revenues and expenditures with explanations for variances that exceed Fifty Thousand Dollars (\$50,000).
- e. LYNX Route Performance report which reports and ranks each route monthly based on the following:
 - * Subsidy per passenger trip
 - * Passengers per trip
 - * Passengers per revenue hour
 - * Passengers per revenue mile
 - * Percent farebox return (percent of operating cost recovered through farebox)
- f. Current and contemporaneous versions of the LYNX Regional Model
- g. Scheduled and actual Revenue Miles
- h. Scheduled and actual Revenue Hours
- i. Schedule of unanticipated extraordinary expenses for the prior quarter
- j. Changes to authorized staffing
- k. Any other information the City reasonably requests
- l. An historical record describing route changes including, but not limited to:
 - 1. Addition of Route(s)
 - 2. Elimination of Route(s)
 - 3. Combination of Routes
 - 4. Addition of Evening Service
 - 5. Addition of Weekend Service
 - 6. Other Route Scheduling Changes
 - 7. Running Time Adjustments

Quarterly reporting periods shall end on December 31, March 31 June 30, and September 30, and said reports shall be submitted to the City's Transportation Planning Department after the end of each quarter.

On an annual basis, within thirty days of receipt, LYNX shall provide the City with a copy of all external audits, a copy of the Comprehensive Annual Financial Report that shall include the Report on Internal Controls, Report on Compliance with Laws and Regulations, and a copy of the management letter.

3. FISCAL YEAR 2007-2008 FUNDING

- a. The City agrees to appropriate **\$174,192** to LYNX for fiscal year 2007-2008. The funding is to be utilized by LYNX to provide public transit services in accordance with this Agreement. The City shall pay such funds appropriated in the City's FY 2007-2008 Budget in advance of month of operation to LYNX in (12) equal monthly installments, promptly upon receipt by the City's of an invoice from LYNX for the installment for the current month. The first such payment shall be made no sooner than October 1, 2007.
- b. LYNX agrees to utilize the funds received from the City in accordance with the terms of this Agreement and to take all reasonable and necessary actions in a timely manner to initiate, implement, and operate the Public Transportation services in accordance with the terms of this Agreement. LYNX further agrees to demonstrate such initiation, implementation, and

completion of such improvements by submitting reports to the City as defined in Section 2 of this Agreement.

4. EFFECTIVE DATE. The effective date of this Agreement is October 1, 2007. The term of this Agreement is one (1) year from its effective date.
5. INTERPRETATION. The headings contained in this Agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this Agreement.
6. NEGOTIATIONS. The parties to this Agreement acknowledge that all terms of this Agreement were negotiated at arms length and that this Agreement and all documents executed in connection herewith were prepared and executed without undue influence exerted by any party or on any party. Further, all parties drafted this Agreement jointly, and no parties are entitled to the benefit of any rules of construction with respect to the interpretation of any terms, conditions, or provisions of this Agreement in favor of or against any person or party who drafted this Agreement.
7. MISCELLANEOUS.
 - a. This Agreement constitutes the entire Agreement between the parties with respect to the specific matters contained herein and supercedes all previous discussions, understandings, and agreements. Amendments to or waivers of the provisions herein shall be made by the parties in writing. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either party hereto.
 - b. If any sentence, phrase, paragraph, provision or portion of this Agreement is for any reason held invalid or constitutional by any court of competent jurisdiction, such portion shall be deemed an independent provision and such holding shall not affect the validity of the remaining portions hereto.
 - c. The parties acknowledge that they have freely and voluntarily entered into this Agreement and that each party has been given the opportunity to receive the advice of independent legal counsel for all negotiations in connection with this Agreement.
 - d. In any action or proceeding between the parties arising out of this Agreement, the prevailing party in such action or proceeding shall be entitled to recover all costs of such action or proceeding incurred by it, including reasonable attorneys' fees, at trial and on appeal.
 - e. Time shall be of the essence of this Agreement.
8. CONTROLLING LAWS.
 - a. This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida, and all duly adopted ordinances, regulations, and policies of the City now in effect and those hereinafter adopted.
 - b. The location for settlement of any claims, controversies, or disputes, arising out of or relating to any part of this Agreement, or any breach hereof, shall be Osceola County, Florida.

c. The parties to this Agreement agree to comply with all applicable federal, state, and local laws, ordinances, rules and regulations pertaining to the actions contemplated by this Agreement.

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

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

City City of St. Cloud
 1300 9th Street
 St. Cloud, FL 34769
 Attention: Glen Sangiovanni

LYNX Central Florida Transportation Authority
 455 N. Garland Avenue
 Orlando, FL 32801-1128
 Attention: Linda S. Watson, Chief Executive Officer

with a copy to:

Central Florida Transportation Authority
445 W. Amelia Street, Suite 800
Orlando, FL 32801-1128
Attention: Albert J. Francis II, CPA, Chief Financial Officer

with a copy to:

Akerman, Senterfitt & Eidson, P.A.
255 S. Orange Avenue, Suite 1700
Orlando, Florida 32801
Attention: Patrick Christiansen, Esq.

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

12. FILING OF AGREEMENT. This Agreement shall be filed with the Clerk of the Circuit Court of Osceola County, Florida, or such other public official responsible under general or special law for the public records of Osceola County, Florida, in accordance with Section 163.01, Florida Statutes.

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

CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY

(seal)

Attest

Pamela Durkin, Executive Assistant

By: _____
Linda S. Watson
Chief Executive Officer

Approved by General Counsel
Akerman, Senterfett & Eidson, P.A.

By: _____
Patrick Christiansen, Esq.

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledge before me this _____ day of _____, 2007, by Linda S. Watson, and she acknowledged before me that she executed the foregoing instrument on behalf of CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY as its true act and deed, and that she was authorized to do so.

Name:
Notary Public
Serial Number:
Commission Expires:

CITY OF ST. CLOUD, FLORIDA

By: _____
Mayor Donna Hart

Date: _____

ATTEST:

City Clerk, Lori L. McCorkle

STATE OF FLORIDA
COUNTY OF OSCEOLA

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

WITNESS my hand and official seal this _____ day of _____, 2007,

Name:
Notary Public:
Serial Number:

Commission Expires:

APPROVED AS TO FORM AND LEGALITY
For use and reliance by the City of St. Cloud,
Florida, only.

City Attorney, Daniel F. Mantzaris
Orlando, Florida

_____, 2007

**SERVICE FUNDING AGREEMENT
BETWEEN CITY OF KISSIMMEE AND LYNX
FOR FISCAL YEAR 2007-2008**

THIS AGREEMENT is made and entered into this _____ day of _____, 2007, by and between CITY OF KISSIMMEE, a municipal corporation organized under the laws of the State of Florida (hereinafter the “City”), and the CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY, a body politic and corporate created pursuant to Part II, Chapter 343, Florida Statutes, (hereinafter “LYNX”).

WITNESSETH

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

WHEREAS, the City recognizes the need to provide public transit services in an efficient manner and acknowledges the benefits of increased ridership on the regional public transit system; and

WHEREAS, increasing traffic congestion and continued population growth require an efficient and convenient public transit service improvements; and

WHEREAS, an efficient and convenient public transit service offers a viable alternative to private automobile travel; and

WHEREAS, LYNX desires to provide mass transit services within the corporate limits of the City, and

WHEREAS, the City desires to provide LYNX with funding commensurate with existing service within the City to achieve the approved public transit levels of service.

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

1. RECITALS. The City and LYNX hereby declare that the recitals set forth above are true and correct and are incorporated herein and made a part of this Agreement.

2. LYNX REPORTING REQUIRMENTS. As information for the purposes of operations and management analysis, LYNX agrees to provide the City on a quartile basis commencing on February 1, 2008, a written performance report reflecting the operations of the prior quarter (collectively referred to as “Performance Measures”). Each quarterly report will include the following items:

- a. Route map, and schedules for each route operated in City
- b. Actual aggregate ridership mode (Fixed Route bus, Lymmo, ACCESS LYNX, Van Plan and special shuttles) in the form of the official LYNX Monthly Ridership Reports.

- c. Operational Service Characteristics Report for current services contemporaneous updates.
- d. Comparison of actual revenue and expenditures to budgeted revenues and expenditures with explanations for variances that exceed Fifty Thousand Dollars (\$50,000).
- e. LYNX Route Performance report which reports and ranks each route monthly based on the following:
 - * Subsidy per passenger trip
 - * Passengers per trip
 - * Passengers per revenue hour
 - * Passengers per revenue mile
 - * Percent farebox return (percent of operating cost recovered through farebox)
- f. Current and contemporaneous versions of the LYNX Regional Model
- g. Scheduled and actual Revenue Miles
- h. Scheduled and actual Revenue Hours
- i. Schedule of unanticipated extraordinary expenses for the prior quarter
- j. Changes to authorized staffing
- k. Any other information the City reasonably requests
- l. An historical record describing route changes including, but not limited to:
 1. Addition of Route(s)
 2. Elimination of Route(s)
 3. Combination of Routes
 4. Addition of Evening Service
 5. Addition of Weekend Service
 6. Other Route Scheduling Changes
 7. Running Time Adjustments

Quarterly reporting periods shall end on December 31, March 31 June 30, and September 30, and said reports shall be submitted to the City's Transportation Planning Department after the end of each quarter.

On an annual basis, within thirty days of receipt, LYNX shall provide the City with a copy of all external audits, a copy of the Comprehensive Annual Financial Report that shall include the Report on Internal Controls, Report on Compliance with Laws and Regulations, and a copy of the management letter.

3. FISCAL YEAR 2007-2008 FUNDING

- a. The City agrees to appropriate **\$320,000** to LYNX for fiscal year 2007-2008. The funding is to be utilized by LYNX to provide public transit services in accordance with this Agreement. The City shall pay such funds appropriated in the City's FY 2007-2008 Budget in advance of month of operation to LYNX in (12) equal monthly installments, promptly upon receipt by the City's of an invoice from LYNX for the installment for the current month. The first such payment shall be made no sooner than October 1, 2007.
- b. LYNX agrees to utilize the funds received from the City in accordance with the terms of this Agreement and to take all reasonable and necessary actions in a timely manner to initiate, implement, and operate the Public Transportation services in accordance with the terms of this Agreement. LYNX further agrees to demonstrate such initiation, implementation, and

completion of such improvements by submitting reports to the City as defined in Section 2 of this Agreement.

4. EFFECTIVE DATE. The effective date of this Agreement is October 1, 2007. The term of this Agreement is one (1) year from its effective date.
5. INTERPRETATION. The headings contained in this Agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this Agreement.
6. NEGOTIATIONS. The parties to this Agreement acknowledge that all terms of this Agreement were negotiated at arms length and that this Agreement and all documents executed in connection herewith were prepared and executed without undue influence exerted by any party or on any party. Further, all parties drafted this Agreement jointly, and no parties are entitled to the benefit of any rules of construction with respect to the interpretation of any terms, conditions, or provisions of this Agreement in favor of or against any person or party who drafted this Agreement.
7. MISCELLANEOUS.
 - a. This Agreement constitutes the entire Agreement between the parties with respect to the specific matters contained herein and supercedes all previous discussions, understandings, and agreements. Amendments to or waivers of the provisions herein shall be made by the parties in writing. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either party hereto.
 - b. If any sentence, phrase, paragraph, provision or portion of this Agreement is for any reason held invalid or constitutional by any court of competent jurisdiction, such portion shall be deemed an independent provision and such holding shall not affect the validity of the remaining portions hereto.
 - c. The parties acknowledge that they have freely and voluntarily entered into this Agreement and that each party has been given the opportunity to receive the advice of independent legal counsel for all negotiations in connection with this Agreement.
 - d. In any action or proceeding between the parties arising out of this Agreement, the prevailing party in such action or proceeding shall be entitled to recover all costs of such action or proceeding incurred by it, including reasonable attorneys' fees, at trial and on appeal.
 - e. Time shall be of the essence of this Agreement.
8. CONTROLLING LAWS.
 - a. This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida, and all duly adopted ordinances, regulations, and policies of the City now in effect and those hereinafter adopted.
 - b. The location for settlement of any claims, controversies, or disputes, arising out of or relating to any part of this Agreement, or any breach hereof, shall be Orange County, Florida.

c. The parties to this Agreement agree to comply with all applicable federal, state, and local laws, ordinances, rules and regulations pertaining to the actions contemplated by this Agreement.

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

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

City City of Kissimmee
 101 N. Church Street
 Kissimmee, FL 34741
 Attention: Linda Goodwin-Nichols

LYNX Central Florida Transportation Authority
 455 N. Garland Avenue
 Orlando, FL 32801-1128
 Attention: Linda S. Watson, Chief Executive Officer

with a copy to:

Central Florida Transportation Authority
455 N. Garland Avenue
Orlando, FL 32801-1128
Attention: Albert J. Francis II, CPA, Chief Financial Officer

with a copy to:

Akerman, Senterfitt & Eidson, P.A.
255 S. Orange Avenue, Suite 1700
Orlando, Florida 32801
Attention: Patrick Christiansen, Esq.

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

12. FILING OF AGREEMENT. This Agreement shall be filed with the Clerk of the Circuit Court of Osceola County, Florida, or such other public official responsible under general or special law for the public records of Osceola County, Florida, in accordance with Section 163.01, Florida Statutes.

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

CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY

(seal)

Attest

Pamela Durkin, Executive Assistant

By: _____
Linda S. Watson
Chief Executive Officer

Approved by General Counsel
Akerman, Senterfett & Eidson, P.A.

By: _____
Patrick Christiansen, Esq.

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this _____ day of _____, 2007 by Linda S. Watson, and she acknowledged before me that she executed the foregoing instrument on behalf of CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY as its true act and deed, and that she was authorized to do so.

Name:
Notary Public
Serial Number:
Commission Expires:

CITY OF KISSIMMEE, FLORIDA

By: _____
Mayor, Linda Goodwin-Nichols

Date: _____

ATTEST:

City Clerk

Print Name

STATE OF FLORIDA
COUNTY OF OSCEOLA

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

WITNESS my hand and official seal this _____ day of _____, 2007.

Name:
Notary Public:
Serial Number:

Commission Expires:

APPROVED AS TO FORM AND LEGALITY
For use and reliance by the _____,
Florida, only.

City Attorney
Kissimmee, Florida

_____, 2007

**SERVICE FUNDING AGREEMENT
BETWEEN CITY OF ALTAMONTE SPRINGS AND LYNX
FOR FISCAL YEAR 2007-2008**

THIS AGREEMENT is made and entered into this _____ day of _____, 2007, by and between the CITY OF ALTAMONTE SPRINGS, a municipal corporation organized under the laws of the State of Florida (hereinafter the “City”), and the CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY, a body politic and corporate created pursuant to Part II, Chapter 343, Florida Statutes, (hereinafter “LYNX”).

WITNESSETH

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

WHEREAS, the City recognizes the need to provide public transit services in an efficient manner and acknowledges the benefits of increased ridership on the regional public transit system; and

WHEREAS, increasing traffic congestion and continued population growth require efficient and convenient public transit service improvements; and

WHEREAS, an efficient and convenient public transit service offers a viable alternative to private automobile travel; and

WHEREAS, LYNX desires to provide mass transit services within the corporate limits of the City, and

WHEREAS, the City desires to provide LYNX with funding commensurate with existing service within the City to achieve the approved public transit levels of service.

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

1. RECITALS. The City and LYNX hereby declare that the recitals set forth above are true and correct and are incorporated herein and made a part of this Agreement.

2. LYNX REPORTING REQUIREMENTS. As information for the purposes of operations and management analysis, LYNX agrees to provide the City on a quarterly basis commencing on February 1, 2008 a written performance report reflecting the operations of the prior quarter (collectively referred to as “Performance Measures”). Each quarterly report will include the following items:

- a. Route map, and schedules for each route operated in City
- b. Actual aggregate ridership mode (Fixed Route bus, Lymmo, ACCESS LYNX, Van Plan and special shuttles) in the form of the official LYNX Monthly Ridership Reports.
- c. Operational Service Characteristics Report for current services contemporaneous updates.
- d. Comparison of actual revenue and expenditures to budgeted revenues and expenditures with explanations for variances that exceed Fifty Thousand Dollars (\$50,000).
- e. LYNX Route Performance report which reports and ranks each route monthly based on the following:
 - * Subsidy per passenger trip
 - * Passengers per trip
 - * Passengers per revenue hour
 - * Passengers per revenue mile
 - * Percent farebox return (percent of operating cost recovered through farebox)
- f. Current and contemporaneous versions of the LYNX Regional Model
- g. Scheduled and actual Revenue Miles
- h. Scheduled and actual Revenue Hours
- i. Schedule of unanticipated extraordinary expenses for the prior quarter
- j. Changes to authorized staffing
- k. Any other information the City reasonably requests
- l. An historical record describing route changes including, but not limited to:
 1. Addition of Route(s)
 2. Elimination of Route(s)

3. Combination of Routes
4. Addition of Evening Service
5. Addition of Weekend Service
6. Other Route Scheduling Changes
7. Running Time Adjustments

Quarterly reporting periods shall end on December 31, March 31, June 30, and September 30, and reports shall be submitted to the persons identified in Paragraph 10 herein within thirty-days (30) days from the end of each quarter.

On an annual basis, within thirty days of receipt, LYNX shall provide the City with a copy of all external audits, a copy of the Comprehensive Annual Financial Report, which shall include the Report on Internal Controls, Report on Compliance with Laws and Regulations, and a copy of the management letter.

3. FISCAL YEAR 2007-2008 FUNDING

- a. The City agrees to pay **\$130,000, excluding ADA funding**, to LYNX for Fiscal Year 2007-2008. The funding is to be utilized by LYNX to provide public transit services in accordance with this Agreement. Such funds appropriated in the City's FY 2007-2008 Budget shall be paid in advance of quarter of operation by the City to LYNX in (4) equal quarterly installments, promptly upon receipt by the City's of an invoice from LYNX for the installment for the current quarter. The first such payment shall be made no sooner than October 1, 2007. All payments are subject to appropriation.
- b. LYNX agrees to utilize the funds received from the City in accordance with the terms of this Agreement and to take all reasonable and necessary actions in a timely manner to initiate, implement, and operate the Public Transportation services in accordance with the terms of this Agreement. LYNX further agrees to demonstrate such initiation, implementation, and completion of such improvements by submitting reports to the City as defined in Section 2 of this Agreement.

4. EFFECTIVE DATE. The effective date of this Agreement is October 1, 2007. The term of this Agreement is one (1) year from its effective date.

5. INTERPRETATION. The headings contained in this Agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this Agreement.
6. NEGOTIATIONS. The parties to this Agreement acknowledge that all terms of this Agreement were negotiated at arms length and that this Agreement and all documents executed in connection herewith were prepared and executed without undue influence exerted by any party or on any party. Further, this Agreement was drafted jointly by all parties, and no parties are entitled to the benefit of any rules of construction with respect to the interpretation of any terms, conditions, or provisions of this Agreement in favor of or against any person or party who drafted this Agreement.
7. MISCELLANEOUS.
 - a. This Agreement constitutes the entire Agreement between the parties with respect to the specific matters contained herein and supercedes all previous discussions, understandings, and agreements. Amendments to or waivers of the provisions herein shall be made by the parties in writing. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either party hereto.
 - b. If any sentence, phrase, paragraph, provision or portion of this Agreement is for any reason held invalid or constitutional by any court of competent jurisdiction, such portion shall be deemed an independent provision and such holding shall not affect the validity of the remaining portions hereto.
 - c. The parties acknowledge that they have freely and voluntarily entered into this Agreement and that each party has been given the opportunity to receive the advice of independent legal counsel for all negotiations in connection with this Agreement.
 - d. In any action or proceeding between the parties arising out of this Agreement, the prevailing party in such action or proceeding shall be entitled to recover all costs of such action or proceeding incurred by it, including reasonable attorneys' fees, at trial and on appeal.
 - e. Time shall be of the essence of this Agreement.

8. CONTROLLING LAWS.

- a. This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida, and all duly adopted ordinances, regulations, and policies of the City now in effect and those hereinafter adopted.
- b. The location for settlement of any claims, controversies, or disputes, arising out of or relating to any part of this Agreement, or any breach hereof, shall be Seminole County, Florida.
- c. The parties to this Agreement agree to comply with all applicable federal, state, and local laws, ordinances, rules and regulations pertaining to the actions contemplated by this Agreement.

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

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

City: City of Altamonte Springs
225 Newburyport Avenue
Altamonte Springs, FL 32701
Attention: Phillip D. Penland, City Manager

with a copy to:

City of Altamonte Springs
225 Newburyport Avenue
Altamonte Springs, FL 32701
Attention: Franklin W. Martz, II, Director
Community Redevelopment Agency & Planning Services

LYNX: Central Florida Transportation Authority
455 N. Garland Avenue
Orlando, FL 32801-1128
Attention: Linda S. Watson, Chief Executive Officer

with a copy to:

Central Florida Transportation Authority
455 N. Garland Avenue
Orlando, FL 32801-1128
Attention: Albert J. Francis II, CPA, Chief Financial Officer

with a copy to:

Akerman, Senterfitt & Eidson, P.A.
255 S. Orange Avenue, Suite 1700
Orlando, Florida 32801
Attention: Patrick Christiansen, Esq.

11. RECORD KEEPING PROCEDURES. LYNX shall keep and maintain accurate records of all services rendered in the performance of this Agreement and shall keep such records open to inspection by the City at reasonable hours during the entire term of this Agreement, plus three (3) years after expiration or termination of this Agreement. If any litigation, claim or audit is commenced prior to the expiration of the three (3) year period and extends beyond such period, the records shall be maintained until all litigation, including appeals, claims or audits have been concluded or resolved. Any person authorized by the City shall have access to and the right to examine any of the records.
12. FILING OF AGREEMENT. This Agreement shall be filed with the Clerk of the Circuit Court of Seminole County, Florida, or such other public official responsible under general or special law for the public records of Seminole County, Florida, in accordance with Section 163.01, Florida Statutes.
13. ADDITIONAL PROVISIONS
 - a. The Central Florida Regional Transportation Authority d/b/a LYNX is a public entity. As such, it is self-insured for property damage, bodily

injury liability, and vehicle collision damage resulting from operations of its fleet of mass transit and private passenger vehicles pursuant to 627.73(3)(b) incorporating 768.28(15). Supplementing this retention of risk is coverage for damage to its vehicles under a Special Perils policy. As a public entity, LYNX is not subject to the Financial Responsibility Laws pursuant to Chapter 324, F.S., the PIP/No-Fault Laws per Section 627.736, F.S., nor is LYNX required to provide Medical Payments or Uninsured Motorist coverage, and its liability is limited by Section 768.28, F.S. to \$100,000.00 per person, \$200,000.00 per incident.

- b. If permitted by law, LYNX shall indemnify and hold harmless the City from and against all claims, demands, damages, costs, expenses (to include attorney's fees whether or not litigation is necessary and if necessary, both at trial and on appeal) related to the services provided by LYNX to the City under this Agreement, and which are the subject of the City's payment to LYNX under this Agreement.
- c. LYNX shall notify the City, in accordance with the notice requirements of Section 10 hereof, should there be any changes to LYNX's commitments, policies or coverage set forth in section 13.a hereof.

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

CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY

(seal)

Attest

Pamela Durkin, Executive Assistant

By: _____
Linda S. Watson
Chief Executive Officer

Approved by General Counsel

Akerman, Senterfett & Eidson, P.A.

By: _____
Patrick Christensen, Esq.

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this _____ day of _____, 2007 by Linda S. Watson, Chief Executive Officer and Pamela Durkin, Executive Assistant, respectively, Central Florida Regional Transportation Authority, and they acknowledged before me that they executed the foregoing instrument on behalf of CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY as its true act and deed, and that he was authorized to do so.

Name:
Notary Public
Serial Number:
Commission Expires:

CITY OF ALTAMONTE SPRINGS

By: _____

Russel Hauck, Mayor
City of Altamonte Springs

ATTEST:

Pat Wainright, City Clerk

APPROVED AS TO FORM AND LEGALITY
For use and reliance by the City of Altamonte
Springs, Florida, only

James A. "Skip" Fowler, City Attorney

_____, 2007

STATE OF FLORIDA
COUNTY OF SEMINOLE

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

WITNESS my hand and official seal this _____ day of _____, 2007,

Name:
Notary Public:
Serial Number:
Commission Expires:

Action Agenda Item #7.A

To:	LYNX Board of Directors
From:	Bert Francis CHIEF FINANCIAL OFFICER Blanche Sherman (Technical Contact) Presented By: Bert Francis
Phone:	407.841.2279 ext: 6047
Item Name:	Miscellaneous ~ Adoption of the FY2008 Operating and Capital Budgets
Date:	9/27/2007

ACTION REQUESTED:

Adoption of the Fiscal Year 2007-2008 Operating and Capital Budgets in the amount of \$150,413,476 and increase of \$17,982,368, 14% over the previous year. This increase is primarily due to the annual cost of the implementation of on-time performance in FY2008.

BACKGROUND:

On behalf of the LYNX staff, I am pleased to present the proposed fiscal year 2007-2008 budget of the Central Florida Regional Transportation Authority (LYNX) for your adoption.

At the June 2007 Board meeting, we presented to the Audit Committee a draft of the FY2008 budget. Since then, presentations have been made to our local funding partners, assumptions have been reexamined and decisions have been made that we believe will maximize our limited resources and provide the most value to our customers. We are still awaiting final approval from the funding partners regarding their proposed levels of service as they finalize their individual budgets. If their final approved funding levels are different than expected, we will adjust our budget accordingly.

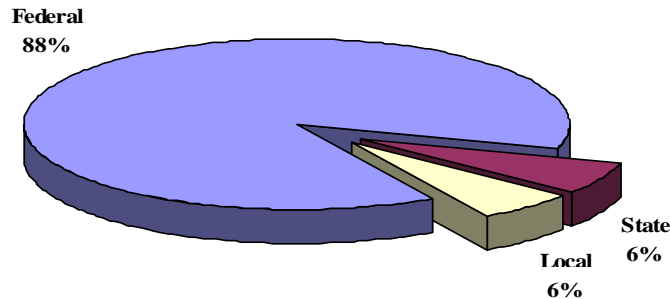
The proposed Operating Budget for FY08 is \$113,807,706 while the proposed Capital Budget is \$36,605,770. The Operating Revenues plus the use of some Fund Balance will equal the proposed Operating Expenses. \$2,564,383 is being budgeted from Fund Balance (Cash Brought Forward), to support the shortfall in funding requests as a result of the recent property tax reform. The total Sources of Capital are equal to the uses of Capital. In August 2007, staff

presented to the LYNX Audit Committee an option which would delay any immediate service cuts in order to perform a more complete overhaul of the existing fixed route system. This system-wide comprehensive approach is expected to take approximately six to nine months to complete. It is however, anticipated to yield between \$2.5 to \$4.0 million in permanent service cost reductions but still result in better overall service.

OVERVIEW:

The proposed Capital Budget for FY2007-2008 is \$36,605,770 which is a \$658,263 increase, 2% over the previous year.

The Capital Budget is funded from federal, state and local sources, and includes items such as the planned purchase of replacement buses and vans, the completion of the LYNX Operations Center at Princeton, bus shelters and the use of technology to assist in service improvements. Specifically, this budget includes funds from the following areas:



Federal	\$ 32,217,414
State	\$ 2,301,975
Local	\$ 2,086,381
Total	<u>\$ 36,605,770</u>

Budget Highlights

The FY2008 proposed budget totals \$150,413,476 of which \$113,807,706 represents Operating Expenses and \$36,605,770 represents Capital expenditures. This is a net increase in the total budget of \$6,613,546 or 5% from FY07 amounts. The overall increase is due to several major impact items, some of which are largely out of LYNX’ control. The major impact items (rounded) are as follows:

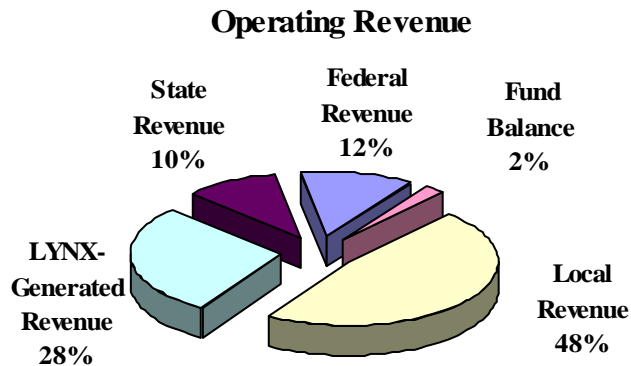
Key Budgetary Impact Items:

• Union Contracts/Wages	\$ 4,400,000
• New Positions	411,000
• Paratransit Contract	(1,025,000)
• Fixed Route Fuel	1,674,000
• LOC Utilities	519,000
• Home Land Security Training Program	500,000
• Various Other Expenses	(523,000)
• Revenue Vehicles	4,436,000
• LYNX Operating Center (LOC)	(5,038,000)
• LYNX Central Station (LCS)	(330,000)
• Safety and Security Enhancements	1,500,000
• FlexBus BRT	2,479,000
• Facility Improvements	365,000
• Passenger Amenities	(732,000)
• CAD/AVL; MDT's; Real Time Signage	(1,500,000)
• Support Equipment	<u>(353,000)</u>

Total Net Increase **\$ 6,614,000**

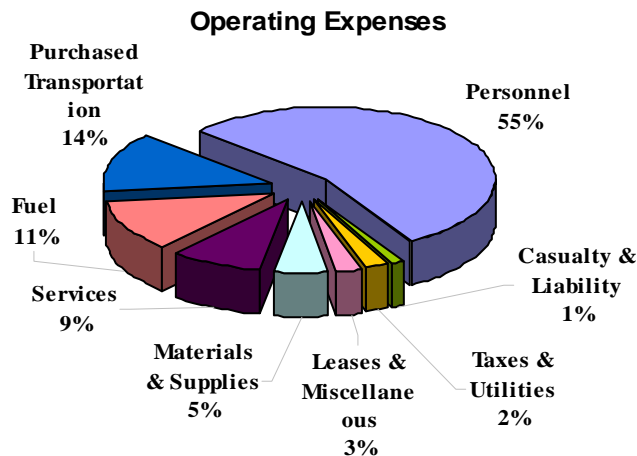
Operating Budget

The proposed Operating Budget for FY2008 is \$113,807,706 which is an increase of \$5,955,283 or 6% from the previous year. The operating budget is funded by a combination of LYNX-generated revenue and federal, state and local dollars. These funds are used to fund personnel expenses, services, materials, supplies, taxes, utilities, casualty & liability expenses, purchased transportation expenses, leases and miscellaneous expenses. Specifically, this budget includes funds from the following areas:



Fund Balance	\$ 2,564,383
LYNX-Generated Revenue	\$ 32,284,561
Federal Revenue	\$ 13,852,302
State Revenue	\$ 11,477,217
Local Revenue	<u>\$ 53,629,243</u>
Total Operating Revenue	<u>\$113,807,706</u>

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



Personnel Expenses	\$ 62,658,610
Services	\$ 9,980,530
Fuel	\$ 13,043,215
Materials & Supplies	\$ 5,915,391
Taxes & Utilities	\$ 2,230,655
Casualty & Liability Expenses	\$ 1,413,750
Purchased Transportation Expenses	\$ 15,468,942
Leases & Miscellaneous Expenses	<u>\$ 3,096,613</u>
Total Operating Expenses	<u>\$113,807,706</u>

Capital Budget

The proposed Capital Budget for FY08 is \$36,605,770, which is a \$658,263 increase or 2% from the previous year. This is primarily due to the advancement of the FlexBus BRT project into the construction phase, which is an increase of \$2,479,000.

These funds are programmed for the following expenditures:

	<u>FY 2008</u> <u>Requests</u>	<u>FY 2007</u> <u>Carryover</u>	<u>FY 2008</u> <u>Total</u>
(1) Transit Buses (includes replacement, expansion, and articulated)	\$ 13,300,000	\$ 8,858,45	\$ 22,158,459
Flex Bus / BRT (pass-through funds)	3,979,442	-	3,979,442
(2) Fixed Route CAD AVL	2,000,000	-	2,000,000
(3) Support Equipment	1,434,441	247,144	1,681,585
(4) Facility Improvements	480,000	1,186,750	1,666,750
Passenger Amenities (Bus Shelters, etc.)	1,500,000	-	1,500,000
(5) Safety / Security Enhancements	1,500,000	-	1,500,000
Commuter Vans (25)	575,855	179,642	755,497
Engines / Transmissions	600,000	-	600,000
Fixed Route IVR	210,000	-	210,000
Paratransit IVR	210,000	-	210,000
Road Rangers	-	194,037	194,037
Fixed Route Trip Planner	-	150,000	150,000
Total	<u>\$ 25,789,738</u>	<u>\$ 10,816,032</u>	<u>\$ 36,605,770</u>

When this plan was originally proposed to the Audit Committee in June, it did not include the carryover items. Now that we are approaching year end it has become clear what items cannot be expended by September 30, 2007 and thus have been carried forward to FY2008.

(1) Includes 32 replacement buses and 2 articulated expansion buses to support increase in peak requirements.

(2) Includes \$1,000,000 of the state grant funds available which require a \$1,000,000 local match to fund the total project of \$2,000,000. If local match is not secured by March 31, 2008, the state available funds will expire.

(3) Includes furniture, fixtures, equipment, computers, software, shop tools, printers, servers, copiers, radio console, and workstations.

(4) Includes funds to complete the LNYX Operations Center and LYNX Central Station improvements.

(5) Includes stand by generators for LOC, emergency phone system, parking lot lighting upgrade and fence improvements.

Staffing

Our total staffing count is budgeted to increase by eight (8) positions. Three (3) Operator positions for new service, five (5) positions in Vehicle Maintenance to meet increase in service, one (1) position for a Safety Officer recommended by the Threat and Vulnerability Analysis, and one (1) position in Customer Service due to the increase in call volume. Also, we eliminated two (2) positions, the Chief Administrative Officer and an Art Director

In addition, we added two grant funded positions, one (1) position in Planning, Manager of Human Services, for the JARC/NFP grant program, and one (1) position in Government Affairs, Public Information Specialist, for the CASE grant program. The grant funded positions will be eliminated when the related program is completed. Overall, these changes would bring our approved head count from 1011 to 1021.

Closing

A budget summary of revenues and expenditures together with the sources of revenues and expenditures is attached. Please contact me at (407) 254-6017 or Bert Francis at (407) 254-6047 or Blanche Sherman at (407) 254-6100 if you have any questions concerning the proposed budget prior to our Board meeting on Thursday, September 27, 2007.

FISCAL IMPACT:

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

LYNX

FY 2007-2008 Total Operating Budget Summary

	2004-2005 Actual	2005-2006 Actual	2006-2007 Amended Budget	2007-2008 Proposed Budget	Change	%
OPERATING REVENUE:						
Fund Balance	\$ -	\$ -	\$ -	\$ 2,564,383	\$ 2,564,383	0%
Customer Fares	17,184,246	18,869,220	19,793,506	20,997,590	1,204,084	6%
Contract Services	8,014,365	6,829,912	8,015,538	7,339,652	(675,886)	-8%
Advertising on Buses	1,134,419	1,296,037	1,480,000	1,500,000	20,000	1%
Advertising Trade	533,831	404,969	920,000	950,000	30,000	3%
Misc & Other Revenue	596,430	1,690,548	1,300,810	1,497,319	196,509	15%
Total LYNX-Generated Revenue	\$ 27,463,291	\$ 29,090,686	\$ 31,509,854	\$ 34,848,944	\$ 3,339,090	11%
CONTRIBUTIONS:						
Federal	\$ 11,886,551	\$ 14,005,747	\$ 12,206,568	\$ 13,852,302	\$ 1,645,734	13%
State	9,644,225	9,485,765	10,531,569	11,477,217	945,648	9%
Local	37,177,728	38,342,955	53,604,432	53,629,243	24,811	0%
Total Contributions	\$ 58,708,504	\$ 61,834,467	\$ 76,342,569	\$ 78,958,762	\$ 2,616,193	3%
TOTAL REVENUE	\$ 86,171,795	\$ 90,925,153	\$ 107,852,423	\$ 113,807,706	\$ 5,955,283	6%
OPERATING EXPENSES						
Personnel Expenses	\$ 49,843,046	\$ 51,545,226	\$ 57,650,437	\$ 62,658,610	\$ 5,008,173	9%
Services	6,959,415	6,093,323	9,159,849	9,980,530	820,681	9%
Fuel	8,144,874	9,763,189	11,368,822	13,043,215	1,674,393	15%
Material & Supplies	3,270,380	4,409,184	5,523,742	5,915,391	391,649	7%
Taxes & Utilities	1,212,405	1,619,710	1,457,384	2,230,655	773,271	53%
Casualty & Liability	968,759	1,544,569	1,567,364	1,413,750	(153,614)	-10%
Purchased Transportation Services	13,794,677	12,494,760	16,494,174	15,468,942	(1,025,232)	-6%
Leases & Miscellaneous	1,881,997	1,666,502	2,804,704	3,096,613	291,909	10%
Operating Reserves	-	-	1,825,947	-	(1,825,947)	0%
TOTAL EXPENSES	\$ 86,075,553	\$ 89,136,463	\$ 96,483,601	\$ 113,807,706	\$ 5,955,283	6%
NET OPERATING POSITION						
	\$ 96,242	\$ 1,788,690	\$ -	\$ -	\$ -	0%

LYNX						
FY 2007-2008 Proposed Local Operating Funding Comparison						
	2004-2005 Actual	2005-2006 Actual	2006-2007 Adopted Budget	2007-2008 Proposed Budget	Change	%
Local Funds:						
Orange County*	\$ 23,906,735	\$ 24,160,396	\$ 36,385,544	\$ 37,213,542	\$ 827,998	2%
Osceola County	3,400,965	3,921,155	4,519,610	4,357,800	(161,810)	-4%
Seminole County	3,280,378	3,480,758	4,853,050	4,533,565	(319,485)	-7%
City of Orlando	5,323,551	5,648,307	5,924,658	5,924,658	-	0%
Lake County	-	-	247,656	244,703	(2,953)	0%
Kissimmee	420,000	420,000	320,000	320,000	-	0%
St. Cloud	127,666	131,496	174,192	174,192	-	0%
Altamonte Springs	211,157	130,000	910,000	130,000	(780,000)	-86%
Sanford	182,312	100,000	100,000	100,000	-	0%
Volusia Express	121,264	126,537	121,264	121,264	-	0%
Workforce Central Florida	201,666	200,000	-	-	-	0%
Shingle Creek	-	24,036	-	257,226	257,226	-
University of Central Florida	-	-	-	60,643	60,643	-
Disney	-	-	-	191,650	191,650	-
Other Local and Private	2,034	-	-	-	-	-
Total Local Funds	\$ 37,177,728	\$ 38,342,685	\$ 53,555,974	\$ 53,629,243	\$ 73,269	0%

* FY2006 excludes \$3,118,000 in operating assistance converted to capital match for LOC project and FY2008 includes carryover funds in the amount of \$2,804,872.

LYNX FY 2006-2007 Proposed Local ADA Funding						
	2004-2005 Actual	2005-2006 Actual	2006-2007 Current Budget	2007-2008 Proposed Budget	Change	%
Local Funds:						
Orange County	\$ 3,151,365	\$ 3,621,747	\$ 4,161,453	\$ 4,805,524	\$ 644,071	15%
Osceola County	359,062	451,865	441,423	810,714	369,291	84%
Seminole County	616,986	841,446	877,307	739,082	(138,225)	-16%
Kissimmee	162,945	162,945	166,358	166,358	-	0%
St. Cloud	33,542	33,542	80,224	80,224	-	0%
Altamonte Springs	80,168	-	-	-	-	0%
Sanford	82,312	-	-	-	-	0%
Total Local Funds	\$ 4,486,380	\$ 5,111,545	\$ 5,726,765	\$ 6,601,902	\$ 875,137	15%

**LYNX
FY 2007-2008 Proposed Expenditure Budget Summary**

	2004-2005 Actual	2005-2006 Actual	2006-2007 Amended Budget	2007-2008 Proposed Budget	Change	%
OPERATING EXPENSES						
Personnel Expenses	\$ 49,843,046	\$ 51,545,226	\$ 57,650,437	\$ 62,658,610	\$ 4,810,251	8%
Services	6,959,415	6,093,323	9,159,849	9,980,530	820,681	9%
Fuel	8,144,874	9,763,189	11,368,822	13,043,215	1,674,393	15%
Material & Supplies	3,270,380	4,409,184	5,523,742	5,915,391	391,649	7%
Taxes & Utilities	1,212,405	1,619,710	1,457,384	2,230,655	773,271	53%
Casualty & Liability	968,759	1,544,569	1,567,364	1,413,750	(153,614)	-10%
Purchased Transportation Services	13,579,111	13,794,677	16,494,174	15,468,942	(1,025,232)	-6%
Leases & Miscellaneous	1,881,997	1,666,502	2,804,704	3,096,613	291,909	10%
Operating Reserves			1,825,947	-	(1,825,947)	0%
TOTAL EXPENSES	\$ 85,859,987	\$ 90,436,380	\$ 96,483,601	\$ 113,807,706	\$ 17,324,105	18%
CAPITAL EXPENDITURES	\$ 29,525,187	\$ 29,525,187	\$ 35,947,507	\$ 36,605,770	\$ 658,263	2%
TOTAL EXPENDITURES	\$ 115,385,174	\$ 119,961,567	\$ 132,431,108	\$ 150,413,476	\$ 17,982,368	14%
STAFFING	949	949	1,011	1,021	10	1%

Action Agenda Item #7.B

To: LYNX Board of Directors

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

Phone: 407.841.2279 ext: 6047

Item Name: Authorization for the Chief Executive Officer or designee to initiate the public involvement process for consideration of a fare increase

Date: 9/27/2007

ACTION REQUESTED:

Authorization for the Chief Executive Officer to initiate the public information process for consideration of a fare increase.

BACKGROUND:

LYNX has successfully implemented Fare Adjustments on March 3, 1997, January 2, 1999, January 5, 2003, and March 20, 2005 with the assistance of fare studies completed by Jeffrey A. Parker & Associates, Incorporated. This year, LYNX secured the services of Tindale-Oliver & Associates, Incorporated (Tindale-Oliver) to complete a fare analysis. Tindale-Oliver assembled an excellent team, William Ball, Principal, Joel Rey, Senior Project Manager, and LaChant Barnett, Senior Planner, who provided the experience and strong technical capabilities needed to complete this project in a timely manner.

Tindale-Oliver has worked diligently with the LYNX staff to provide a reliable recommendation for LYNX' next fare structure adjustment for its Fixed Route (Bus) System. Tindale-Oliver was requested to track and analyze the patronage and revenue shifts arising from the March 2005 fare adjustment in order to forecast the effects of future modifications more accurately.

In order to obtain a better understanding of LYNX' rider's price sensitivity (elasticity) and fare media preferences (cross-elasticity), Tindale-Oliver compared the results following previous fare adjustments with a baseline of historical data. This effort included the following tasks:

- An analysis of overall ridership and ridership by full fare category, including transfer activity and frequency of pass usage, was assessed after adjusting for new services.
- Consideration of the impact of other factors, such as gas prices, weather conditions, employment levels, and wage rates, affecting patronage during these periods.

- An analysis of the shift in transfer users to day pass and the shift in Seven (7) day pass users to the Thirty (30) day pass as a result of the March 2005 fare change considering the impact of other known occurrences and special promotions.

Also, Tindale-Oliver performed a Peer Review Analysis to compare LYNX to similar transit agencies in order to assess the appropriateness of LYNX’ proposed fare structure. The peer group includes four (4) peer systems from Florida and six (6) peer systems from outside of Florida. The LYNX’ peers are listed below:

Florida Peers	
Transit System	Location
Miami-Dade Transit	Miami-Dade
Hillsborough Area Regional Transit	Hillsborough
Pinellas Suncoast Transit Authority	Pinellas County
Broward County Transit	Broward County

Out-of-State Peers	
Transit System	Location
Orange County Transit Authority	Anaheim, CA
Hampton Roads Transit	Hampton Roads,
Charleston Area Regional Transportation	Charleston, SC
Charlotte Area Transit System	Charlotte, NC
Capital Metro	Austin, TX
Regional Transportation District	Denver, CO

The proposed fare adjustment for January 2008 includes the following recommendations:

- Raising the full fare from \$1.50 to \$1.75, with an increase in discount fares and all pass prices, accordingly.
- Changing the name of “LYNX’ KIS Pass” to “Youth Pass” in order to minimize confusion and other various challenges related to student riders.
- A new fare structure for LYNX’ special event services, Express, Pick-Up-Line, Limited, Direct and Unlimited services.

In addition, in order to be responsive to LYNX’ staff and customers, Tindale-Oliver surveyed other transit agencies for the age requirements for senior citizens and youths and the acceptance of pennies.

RECOMMENDATIONS:

Based on the fare study results, staff analysis, and Audit Committee concurrence, LYNX’ staff will be recommending the following new fare adjustments:

Fare Type	Existing Cash Fares	Proposed Cash Fares
Full Fare	\$1.50	\$1.75
Youth Fare	\$0.75	\$1.00
Senior Fare	\$0.75	\$1.00
Income Qualified (IQ) Fare	\$0.75	\$1.00
Transfers	Free	Free
Express	\$2.50	\$3.00
Express Discount Fare	\$1.00	\$1.50
PickUpLine	\$2.50	\$2.50
PUL Discount Fare	\$1.00	\$1.00
Shuttle	Determined Per Event	Determined Per Event
Limited	N/A	\$2.50
Limited Discount	N/A	\$1.25
Direct	N/A	\$4.00
Direct Discount	N/A	\$2.00
ADA Fare Inside 3/4 Mile	\$3.00	\$3.50
ADA Fare Outside 3/4 Mile	\$5.00	\$6.00
Daily	\$3.50	\$4.00
Discount Daily	\$1.75	\$2.00
7-Day	\$12.00	\$14.00
Discount 7-Day	\$6.00	\$7.00
30-Day	\$38.00	\$44.00
Discount 30-Day	\$18.00	\$22.00
PUL Daily	N/A	\$5.00
PUL Daily Discount	N/A	\$2.50
PUL 7-Day	N/A	\$18.00
PUL 7-Day Discount	N/A	\$9.00
PUL 30-Day	N/A	\$54.00
PUL 30-Day Discount	N/A	\$27.00
Limited Daily	N/A	\$4.50
Limited Daily Discount	N/A	\$2.25
Limited 7-Day	N/A	\$16.00
Limited 7-Day Discount	N/A	\$8.00
Limited 30-Day	N/A	\$48.00
Limited 30-Day Discount	N/A	\$24.00
Express Daily	N/A	\$5.50
Express Daily Discount	N/A	\$2.75
Express 7-Day	N/A	\$20.00
Express 7-Day Discount	N/A	\$10.00
Express 30-Day	N/A	\$60.00
Express 30-Day Discount	N/A	\$30.00
Direct Round Trip	N/A	\$7.00
LYNX Unlimited Daily	N/A	\$7.00
LYNX Unlimited Daily Discount	N/A	\$3.50
LYNX Unlimited 7-Day	N/A	\$25.00
LYNX Unlimited 7-Day Discount	N/A	\$12.50
LYNX Unlimited 30-Day	N/A	\$75.00
LYNX Unlimited 30-Day Discount	N/A	\$37.50

In consideration of supporting LYNX' policy of making smaller, periodic rate adjustments to avoid larger price shocks, providing deep pass discounts with the revenue increases, preserving ridership, stabilizing LYNX' existing customer base and pricing strategy, and maintaining equity among fare categories for Fixed Route (Bus) Services, the above fare adjustment should be considered.

Also, LYNX would like to consider an increase in its ADA fare to be consistent with industry standards, which is twice the fixed route base fare. The proposed increase will include an increase of the ADA fare to \$3.50 for inside the three quarter mile radius and to \$6.00 for outside the three quarter mile radius.

The attached Executive Summary condenses the findings of the study and offers recommendations for modifications to the fare structure; suggest directions for the fare adjustment in the upcoming 2008 budgetary cycle; and maintain LYNX' practice of offering deep discounted passes without any revenue risks. In addition, the actual results were compared to those forecasted in the revenue projection model.

Mr. Joel Rey, P.E., AICP will be presenting the results of the Fare Study, as well as provide an overview of the Fare Adjustment Alternative at the Board Meeting.


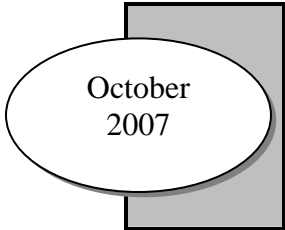
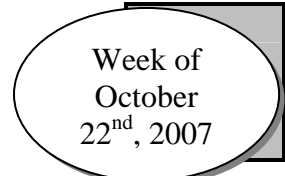


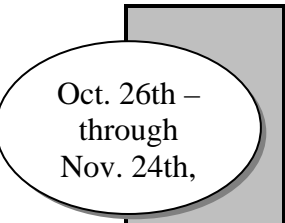
TIMELINE:

In 1993 LYNX submitted a report to the Federal Transit Administration (FTA) providing for a program to ensure that transit services in the counties of Orange, Seminole, and Osceola are made available, are equitably distributed, and provide equal access and mobility to any person without regard to race, color, or national origin. Pursuant to Title VI of the Civil Rights Act of 1964; FTA Circular 4702.1, "Title VI Program Guidelines for Federal Transit Administration Recipients," this program has been updated every three years and received approval by FTA through January 2008.

With its authority and mission to serve the Central Florida Region with a full array of mobility options, LYNX maintains a program to proactively inform the public and afford public involvement in the early development and implementation stages of LYNX services, service changes, fare adjustments, capital investments, and planning activities when appropriate in accordance with Federal and State rules and regulations. In accordance with such rules and regulations, LYNX' staff has developed the following timeline:

Fare Study Changes Implementation Timeline

In accordance with LYNX Title VI Guidelines:

	<i>Board Meeting:</i>	Fare Study information is introduced, presented, and then submitted as an Action Item.
	<i>Advertise:</i>	In accordance with the Public Involvement Program Policy, the Chief Executive Officer or designee has the responsibility to administer in the form of press releases and notices on board buses, Public Hearing(s) to gain public input on the proposed fare increases for 21 days.
	<i>Public Hearing: Orange County</i>	Public forums held in each county to present fare increase and allow public comment by those affected.
	<i>Public Hearing: Seminole County</i>	Public forums held in each county to present fare increase and allow public comment by those affected.
	<i>Public Hearing: Osceola County</i>	Public forums held in each county to present fare increase and allow public comment by those affected.
	<i>Public Comment Period:</i>	Upon conclusion of Public Hearings, a public comment period of no less than 30 days is afforded.

November
26th – 30th,
2007

***Preparation for January
Board Meeting:***

After conclusion of the public comment period, Chief Executive Officer is charged with summarizing and packaging all public comments for presentation to the Board of Directors.

December
6th, 2007

Board Meeting:

Final action and approval from Board of Directors.

January
2008

Implementation:

New fare increases take effect.

It is the intent of LYNX to ensure its actions are reasonable, non-capricious, and considerate of public comment in its mission to provide mobility services for the welfare and convenience of residents and visitors.

FISCAL IMPACT:

As a result of the proposed fare increases, LYNX has projected to earn \$19,997,101 in Fixed Route (Bus). We have included projections in the amount of \$19,885,486 in the LYNX' FY2008 Budget. Final determination will be based on the results of Public Comment and Board Action.



2007 LYNX Fare Analysis

Executive Summary

September 2007



1595 S. Semoran Drive
Building 7, Suite 1540
Winter Park, FL 32792
(407) 657-9210

2007 LYNX Fare Analysis

Executive Summary

Prepared for:

**Central Florida Regional Transportation Authority
(LYNX)**

*455 North Garland Avenue
Orlando, Florida 32801
ph (407) 841-LYNX*

September 2007

Tindale-Oliver & Associates, Inc.

*1595 South Semoran Boulevard, Building 7, Suite 1540
Winter Park, Florida 32792
ph (407) 657-9210, fax (407) 657-9106*

LYNX Fare Analysis Executive Summary

BACKGROUND

Building on the success of previous fare adjustments implemented by LYNX in March 1997, January 1999, January 2003, and March 2005, LYNX is seeking to update its fare structure in January 2008. Based upon the March 2005 fare adjustments, a fare elasticity is developed to gauge the price sensitivity of LYNX customers to proposed fare increases. This report includes an assessment of the anticipated effects of fare structure changes, an evaluation of pass usage trends, and an evaluation of proposed fare structure alternatives. The fare adjustment has been set in order to maximize farebox revenue to accommodate LYNX budgetary needs, according to the direction provided by the LYNX Board of Directors.

FARE HISTORY AND EXISTING FARE STRUCTURE

Table 1 summarizes the various LYNX fare structures since 1996. Fare structure updates were instituted in March 1997, January 1999, January 2003, and March 2005. Daily Passes were instituted in January 2003, and the fare for transfers was also eliminated at that time.

**Table 1
LYNX Fare Structure History**

	Update Date	Cash	Daily Pass	7-Day Pass	30-Day Pass	Transfers
Adult	Pre-1997	\$0.75	N/A	\$7.00	\$30.00	\$0.10
	March 1997	\$0.85	N/A	\$7.00	\$30.00	\$0.10
	January 1999	\$1.00	N/A	\$10.00	\$35.00	\$0.10
	January 2003	\$1.25	\$3.00	\$10.00	\$36.00	FREE
	March 2005	\$1.50	\$3.50	\$12.00	\$38.00	FREE
	Update Date	Cash	Daily Pass	7-Day Pass	30-Day Pass	Transfers
Discount	Pre-1997	\$0.25	N/A	N/A	\$12.00	\$0.10
	March 1997	\$0.25	N/A	N/A	\$12.00	\$0.10
	January 1999	\$0.25	N/A	N/A	\$12.00	\$0.10
	January 2003	\$0.50	\$1.50	\$5.00	\$15.00	FREE
	March 2005	\$0.75	\$1.75	\$6.00	\$18.00	FREE

LYNX fare structure consists of several fare media for various services. Fixed-route bus service is available to all residents and visitors for a base fare of \$1.50 per one-way trip. Transfers for all fixed-route services are free of charge, and are limited to 90 minutes after paying the single ride fare. Passengers must request a transfer from the bus operator when boarding. Transfers are not valid for trips on the same Link, from fixed-route to express or PickUpLine services, or for round trip purposes.

In addition to the fixed-route system, LYNX offers ACCESS LYNX, a shared-ride, door-to-door transportation service for people who are unable to use the fixed-route services due to disabilities. ACCESS LYNX patrons must fill out an application and be approved by LYNX. ACCESS LYNX fares are \$3.00 per one-way trip, for trips with origins and destinations within ¾ mile of a Link, and \$5.00 per one-way trip where the origin and destination are not within ¾ mile of a Link.

Table 2 presents the current LYNX fare structure including the discounted base fare for youth and seniors.

Table 2
Fixed-Route Standard Service Fares

Fare Type	Fare
Single Ride	\$1.50
Transfer	Free
Daily Pass	\$3.50
7-Day Pass	\$12.00
30-Day Pass	\$38.00
Youth Fare	\$0.75
Senior Fare	\$0.75
Income Qualified (IQ) Fare	\$0.75
Transfers	Free
Express	\$2.50
Express Discount Fare	\$1.00
PickUpLine	\$2.50
PUL Discount Fare	\$1.00
Shuttle	Determined Per Event
ADA Fare Inside 3/4 Mile	\$3.00
ADA Fare Outside 3/4 Mile	\$5.00

LYNX FARE RIDERSHIP AND REVENUE TRENDS

Figures 1, 2, and 3 provide the trend in total ridership, fare revenue, and fare medium, respectively, for LYNX between 2004 and 2006.

Figure 1
LYNX Ridership Trends (2004-2006)

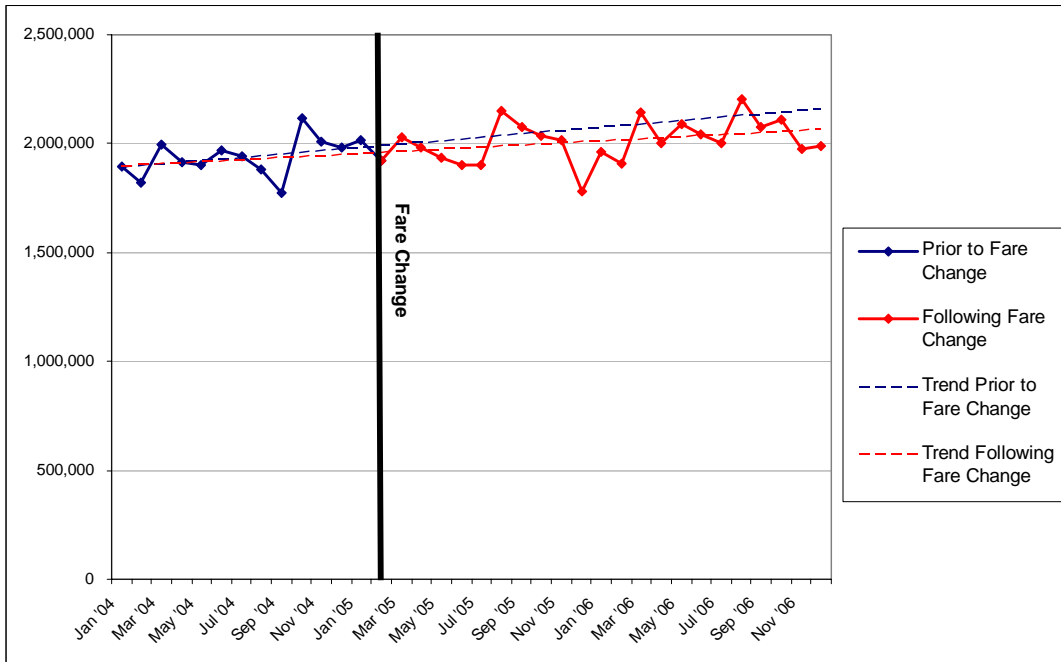
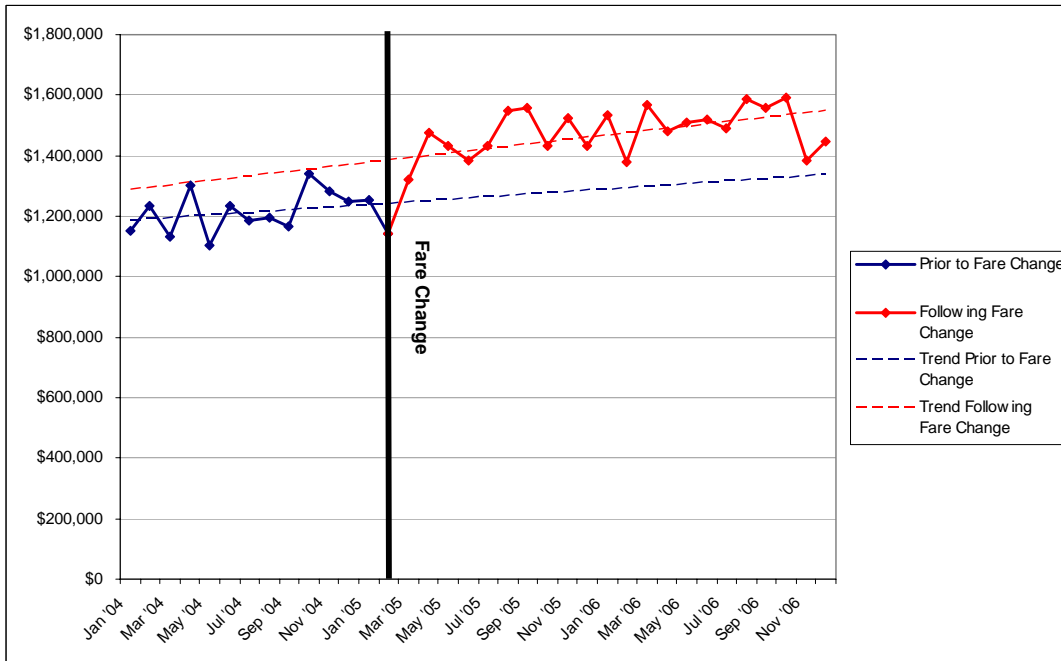
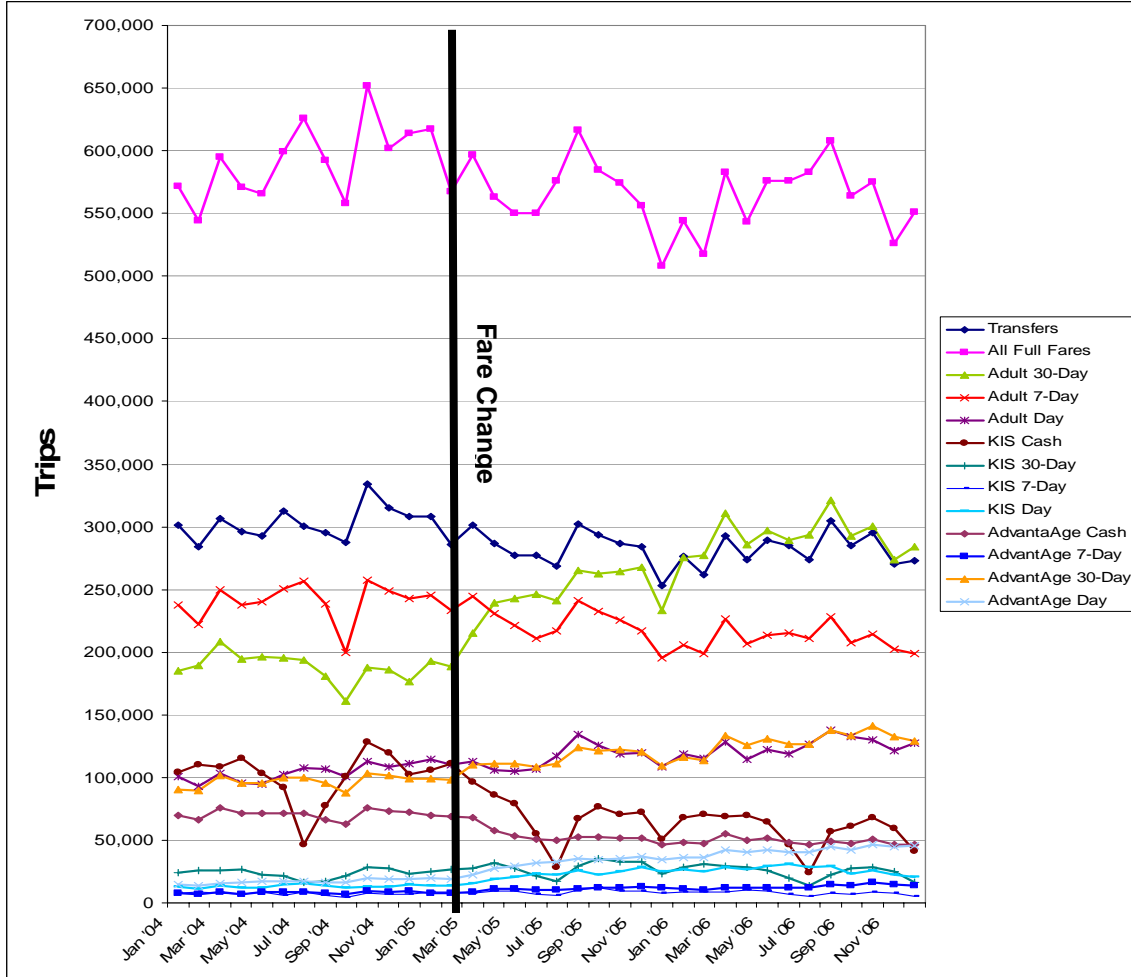


Figure 2
LYNX Revenue Trends (2004-2006)



**Figure 3
LYNX Ridership by Fare Medium**



LYNX TRANSFER POLICY ASSESSMENT

Transfer policies vary by transit agency. Issues to consider when setting a transfer policy should include the following:

- The national trend in transit agency transfer policy appears to be moving to charging the full base fare every time a passenger boards a vehicle.
- Transit agencies experience an increase in pass use when the fee for a transfer is equal to the full base fare. This, in turn, leads to an overall increase in fare revenues, an increase in the up-front payment of fares, and a reduction of cash handling.
- Provision of free or reduced fare transfers opens the door to fare abuse issues.
- Low-income populations may be negatively affected by charging the full fare for each transfer. Negative impacts must be offset by the provision of discounted passes.

Figure 4 shows the trend in transfer use prior to the March 2005 fare change and Figure 5 shows the trend in transfer use following the March 2005 fare change.

Figure 4
Trend in Transfer Usage (Mar. '04-Feb. '05)

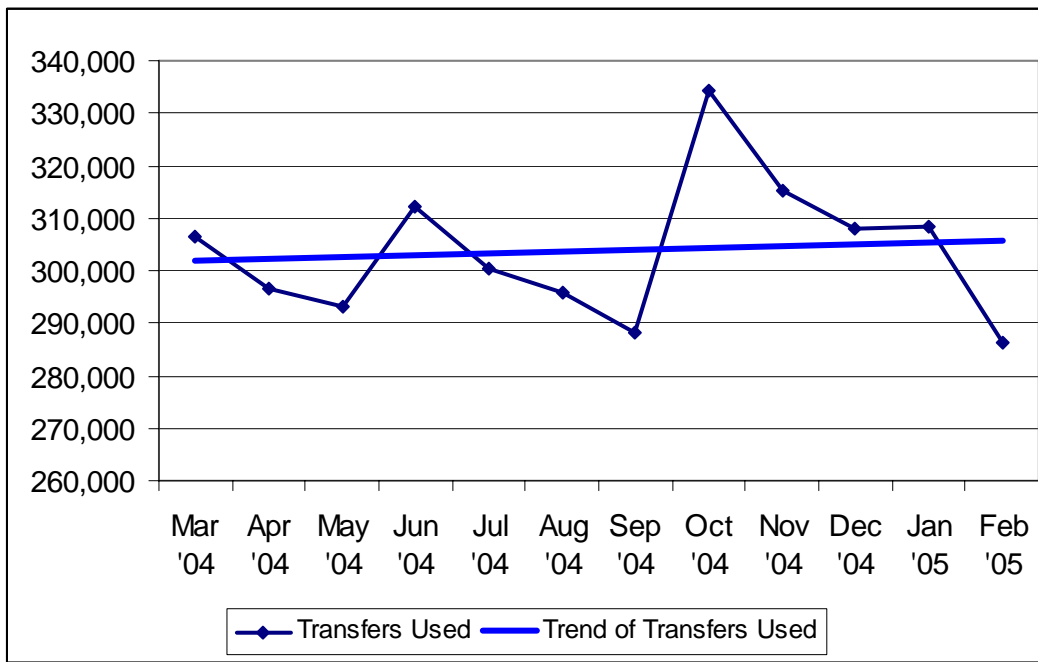
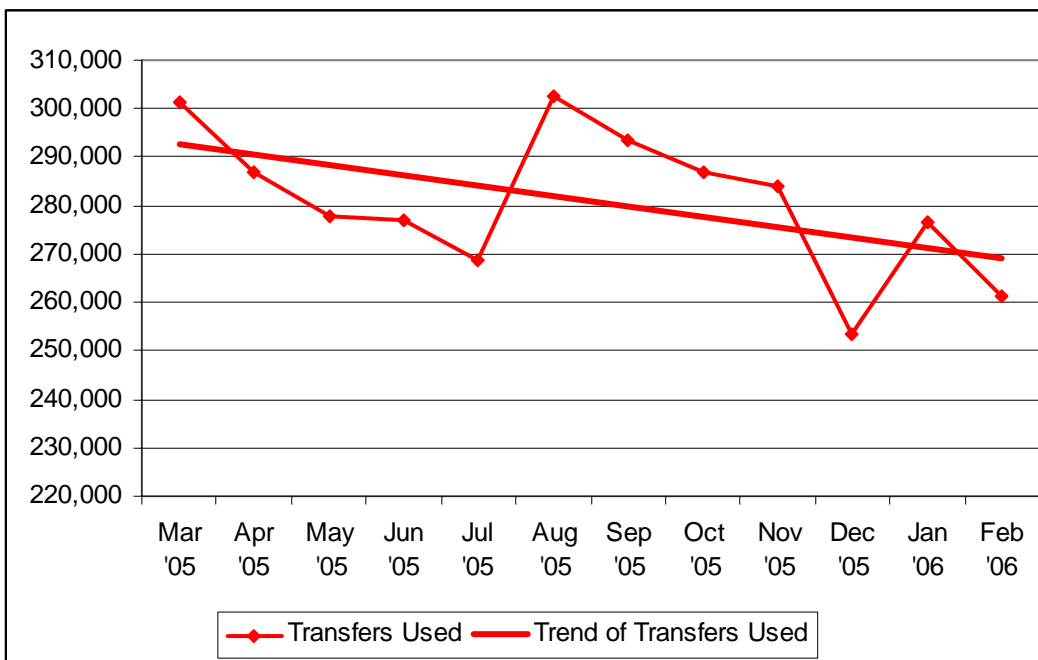


Figure 5
Trend in Transfer Usage (Mar. '05-Feb. '06)



ELASTICITY ESTIMATION FOR LYNX RIDERSHIP

In order to estimate the impact of fare increases on ridership, a fare elasticity analysis was completed for the LYNX system. An elasticity of -0.47 for overall ridership was estimated for the purposes of this study. Based on the estimated elasticity, for every ten percent increase in fares, ridership is expected to decrease by 4.7 percent when controlling for other external factors.

PEER REVIEW

A comparative analysis of similar transit systems to LYNX was performed to assist in determining the appropriateness of specific fare policies, fare structures, and fares.

Information on fare policy and fare structure issues was collected either directly from the transit agency's website or by contacting each agency's public information telephone line. Specific fare policy information collected for each transit agency is included in Table 3. Fare structure information for the peer group is shown in Table 4. Similar fare structure and policy information was collected for all fixed-route transit agencies in Florida. Agencies that will be implementing or proposing a fare increase within the next year include LeeTran, Sarasota County Area Transit, PalmTran, and Broward County Transit.

Table 3
Peer Group Age, Youth, and Penny Acceptance Policies Summary

Location	Transit System	Age Requirement (Seniors)	Age Requirement (Youth)	Acceptance of Pennies
Orange County	LYNX	65 and Older	18 and Younger	Yes
Miami-Dade County	Miami-Dade Transit	65 and Older	Grades 1st -12th	Yes
Hillsborough County	Hillsborough Area Regional Transit	65 and Older	Ages 5 through 17	Yes
Pinellas County	Pinellas Suncoast Transit Authority	65 and Older	Ages 5 through 18	No
Broward County	Broward County Transit	65 and Older	18 and Younger	Yes
Anaheim, CA	Orange County Transit Authority	65 and Older	Ages 7 through 18	No
Hampton Roads, VA	Hampton Roads Transit	60 and Older	18 and Younger	Yes
Charleston, SC	Charleston Area Regional Transportation Authority	55 and Older	6 and Younger	Yes
Charlotte, NC	Charlotte Area Transit System	62 and Older	18 and Younger	Yes
Austin, TX	Capital Metro	65 and Older	Ages 6 through 12 & w/ HS ID	Yes
Denver, CO	Regional Transportation District	65 and Older	Ages 6 through 19	Yes

**Table 4
Peer Comparison of Cash and Pass Fares**

County Location	Transit System	Dedicated Funding		Fare Types							Allow Free or Reduced Transfers (Y/N) ¹	Transfer Fare
		Yes/No	Type	Current Base Fare	All-Day Pass	Multi Ride		7-Day Pass	Monthly/31-Day Pass			
						# of Rides	Fare					
Orange	LYNX	No		\$1.50	\$3.50	-	-	\$12.00	\$38.00	Y	Free	
Miami-Dade	Miami-Dade Transit ³	Yes	Sales Tax	\$1.50	-	10	\$7.00	-	\$75.00	Y	\$0.50	
Hillsborough	Hillsborough Area Regional Transit	Yes	Ad Valorem	\$1.50	\$3.25	20	\$30.00	-	\$50.00	N		
Pinellas	Pinellas Suncoast Transit Authority	Yes	Ad Valorem	\$1.50	\$3.50	-	-	\$15.00	\$45.00	N		
Broward	Broward County Transit	No		\$1.00	\$2.50	10	\$8.00	\$9.00	\$32.00	N		
Anaheim, CA	Orange County Transit Authority	No		\$1.25	\$3.00	-	-	\$15.00	\$45.00	N		
Hampton Roads, VA	Hampton Roads Transit	N/A		\$1.50	-	10	\$14.00	\$17.00	\$50.00	Y	Free	
Charleston, SC	Charleston Area Regional Transportation Authority	No		\$1.25	\$4.00	10	\$10.00	-	\$31.25	Y	\$0.25	
Charlotte, NC	Charlotte Area Transit System	No		\$1.30	-	10	\$11.00	\$13.00	\$52.00	Y	Free	
Austin, TX	Capital Metro	Yes	Sales Tax	\$0.50	\$1.00	10	\$5.00	-	\$10.00	N		
Denver, CO	Regional Transportation District	Yes	Sales Tax	\$1.50	\$4.50	10	\$13.50	-	\$54.00	Y	Free	

¹Transit agencies that do not allow for a free or reduced transfer fare charge the full base fare whenever passengers board a different vehicle.

FARE SERVICES AND FARE MEDIA

In addition to assessing the existing fare structure this report includes fare and pass recommendations for new LYNX services. Each of these new services and passes are briefly described below:

- **Shuttle Service:** This service is available for special events, such as events at the Citrus Bowl or at the University of Central Florida. Buses would be utilized to shuttle patrons from off-site parking lots to the event facilities. It should be noted that the proposed fare for shuttle services includes a vehicle parking fee for use of the vehicle parking lot.
- **Limited Service:** This service would operate parallel to selected existing fixed-route service. The limited service would provide faster fixed-route service along existing Links by skipping most local stops and only stopping at select stop locations.
- **Direct Service:** This service would provide direct transportation between two specific area attractors.
- **LYNX Unlimited Pass:** This proposed fare pass would provide unlimited rides during a specified period on all LYNX fixed-route transit services. Passengers could use the pass to board local, express, limited, direct, and PickUpLine bus services.

FARE ALTERNATIVES ANALYSIS

Three ridership change scenarios were used to analyze the impact of the potential fare adjustment alternatives.

- 1) **No Growth in Ridership** – Ridership remains static with no growth. This scenario utilizes the FY 2006 ridership statistics to estimate revenues for FY 2008.
- 2) **Continuing Growth in Ridership** – Ridership growth trends continue at the same pace as they have between FY 2002 and FY 2006. This scenario uses ridership trends to forecast ridership growth in FY 2008.

- 3) **Decline in Ridership** – Ridership changes as a result of the fare increase. This scenario utilizes a demand elasticity factor to measure the decline in ridership due to the proposed increase in fares.

Two base fare options were applied to each ridership change scenario. Additional analysis of potential fare alternatives included the application of free transfers and no transfers under each base fare option for each ridership scenario.

Several assumptions were made in order to complete the fare alternatives analysis. Major assumptions include the following.

- LYNX has indicated that the new fare structure will be implemented in January 2008. Twelve month estimated revenue totals include the estimated fare revenue to be collected over the nine-month period in FY 2008, from January to September, when the new fare structure will be in place.
- If transfers are eliminated, the policy with regards to transfers will be that passengers will be required to pay a separate fare every time they board a bus, unless they use a period pass.
- If transfers are eliminated, the local service period pass fares will remain at their current levels in order to mitigate the impact of the transfer elimination on traditional riders.
- If transfers remain free, the transfer policy will remain the same and, as such, transfers will remain free when transferring between similar services, such as transferring from one local Link to another local Link, or from a premium service to a lesser service.
- When transfers are eliminated, it is assumed that ridership that previously utilized transfers are allocated as follows:
 - 10 percent – Discontinue transit use.
 - 10 percent – Pay a full fare, with riders allocated to full fare and discount riders based on corresponding current ridership distributions.
 - 80 percent – Utilize pass fares, with riders allocated to each pass fare type based on corresponding current ridership distributions.

Each fare alternative was analyzed in order to find the total revenue and ridership gain or loss for each alternative and scenario. Table 5 shows fare revenues estimated to be collected under the recommended base fare alternative.

Table 5
Fare Revenues from Scenarios and Alternatives

Ridership Growth Projections	\$1.75 Base Alternative with Free Transfers
Current Trend (High Growth)	\$21,685,954.60
Static (No Growth)	\$19,997,100.66
Current Trend with Elastic Demand (Negative Growth)	\$18,928,838.28

RECOMMENDED FARE STRUCTURE: FREE TRANSFERS AND INCREASED FARES

Table 6 provides the recommended fare structure given the continued use of free transfers as part of the LYNX fare structure. If free transfers are not eliminated, it is recommended that the base fare be increased to \$1.75, with corresponding fare increases for other fare types. Based on the analysis, if transfers are not eliminated, and fares are increased by 16 percent, it is estimated that LYNX would be able to reach the goal of increasing farebox revenue by at least \$1.3 million in FY 2008. If fares are increased in accordance with a base fare of \$1.75, the total projected revenue for January 2008 through September 2008 would be \$14,833,416, which is \$1,628,102 above the base for January through September 2006. Table 7 shows the proposed fare structure for LYNX compared to the system peers.

Table 6
Recommended Fare Structure
With Free Transfers and Increased Fares

Fare Type	Existing Cash Fares	Proposed Cash Fares
Full Fare	\$1.50	\$1.75
Youth Fare	\$0.75	\$1.00
Senior Fare	\$0.75	\$1.00
Income Qualified (IQ) Fare	\$0.75	\$1.00
Transfers	Free	Free
Express	\$2.50	\$3.00
Express Discount Fare	\$1.00	\$1.50
PickUpLine	\$2.50	\$2.50
PUL Discount Fare	\$1.00	\$1.00
Shuttle	Determined Per Event	Determined Per Event
Limited	N/A	\$2.50
Limited Discount	N/A	\$1.25
Direct	N/A	\$4.00
Direct Discount	N/A	\$2.00
ADA Fare Inside 3/4 Mile	\$3.00	\$3.50
ADA Fare Outside 3/4 Mile	\$5.00	\$6.00
Daily	\$3.50	\$4.00
Discount Daily	\$1.75	\$2.00
7-Day	\$12.00	\$14.00
Discount 7-Day	\$6.00	\$7.00
30-Day	\$38.00	\$44.00
Discount 30-Day	\$18.00	\$22.00

Table 6 (continued)
Recommended Fare Structure
With Free Transfers and Increased Fares

Fare Type	Existing Cash Fares	Proposed Cash Fares
PUL Daily	N/A	\$5.00
PUL Daily Discount	N/A	\$2.50
PUL 7-Day	N/A	\$18.00
PUL 7-Day Discount	N/A	\$9.00
PUL 30-Day	N/A	\$54.00
PUL 30-Day Discount	N/A	\$27.00
Limited Daily	N/A	\$4.50
Limited Daily Discount	N/A	\$2.25
Limited 7-Day	N/A	\$16.00
Limited 7-Day Discount	N/A	\$8.00
Limited 30-Day	N/A	\$48.00
Limited 30-Day Discount	N/A	\$24.00
Express Daily	N/A	\$5.50
Express Daily Discount	N/A	\$2.75
Express 7-Day	N/A	\$20.00
Express 7-Day Discount	N/A	\$10.00
Express 30-Day	N/A	\$60.00
Express 30-Day Discount	N/A	\$30.00
Direct Round Trip	N/A	\$7.00
LYNX Unlimited Daily	N/A	\$7.00
LYNX Unlimited Daily Discount	N/A	\$3.50
LYNX Unlimited 7-Day	N/A	\$25.00
LYNX Unlimited 7-Day Discount	N/A	\$12.50
LYNX Unlimited 30-Day	N/A	\$75.00
LYNX Unlimited 30-Day Discount	N/A	\$37.50

Table 7
Peer Comparison of Cash and Pass Fares
With Proposed LYNX Alternative Fare Structures

Location	Transit System	Fare Types						Allow Free or Reduced Transfers (Y/N) ¹	Transfer Fare
		Base Fare	All-Day Pass	Multi-Ride		Weekly/7-Day Pass	Monthly 31/30-Day Pass		
				# of Rides	Fare				
Orange County	Proposed LYNX Fare Structure	\$1.75	\$4.00	-	-	\$14.00	\$44.00	Y	Free
Miami-Dade County	Miami-Dade Transit	\$1.50	-	10	\$7.00	-	\$75.00	Y	\$0.50
Hillsborough County	HARTline	\$1.50	\$3.25	20	\$30.00	-	\$50.00	N	
Pinellas County	Pinellas Suncoast Transit Authority	\$1.50	\$3.50	-	-	\$15.00	\$45.00	N	
Broward County	Broward County Transit	\$1.25	\$3.00	10	\$10.00	\$11.00	\$40.00	N	
Anaheim, CA	Orange County Transit Authority	\$1.25	\$3.00	-	-	\$15.00	\$45.00	N	
Hampton Roads, VA	Hampton Roads Transit	\$1.50	-	10	\$14.00	\$17.00	\$50.00	Y	Free
Charleston, SC	Charleston Area Regional Transportation Authority	\$1.25	\$4.00	10	\$10.00	-	\$31.25	Y	\$0.25
Charlotte, SC	Charlotte Area Transit System	\$1.30	-	10	\$11.00	\$13.00	\$52.00	Y	Free
Austin, TX	Capital Metro	\$0.50	\$1.00	10	\$5.00	-	\$10.00	N	
Denver, CO	Regional Transportation District	\$1.50	\$4.50	10	\$13.50	-	\$54.00	Y	Free

¹Transit agencies that do not allow for a free or reduced transfer fare charge the full base fare whenever passengers board a different vehicle.
 Note: LYNX monthly pass is a 30-Day Pass.

Work Session Item #8.A

To: LYNX Board of Directors

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

Phone: 407.841.2279 ext: 6017

Item Name: Board of Directors Officer Election

Date: 9/27/2007

ACTION REQUESTED:

Pat Christiansen, General Counsel, will lead the Board in the FY2007-2008 officer elections.

Information Item A: Status report on the Transit Components with Developments of Regional Impact (DRIs)

To: LYNX Board Of Directors

From: Lisa Darnall
CHIEF OPERATING OFFICER
Jennifer Stults
(Technical Contact)
Doug Jamison
(Technical Contact)
Timothy May
<<Technical / Project Lead Title 3>>

Phone: 407.841.2279 ext: 6036

Item Name: Status report on the Transit Components with Developments of Regional Impact (DRIs)

Date: 9/27/2007

LYNX staff has reviewed and commented on the following projects, or attended meetings related to these projects. Staff is working with the Regional Planning Council and the City or County issuing the Development Order (DO).

Staff has met or commented and reviewed the following developments:

- **Colonial Center – Heathrow (Seminole County)** - This is a renovation of an existing project off of International Parkway, served by Link 200. Correspondence from the East Central Florida Regional Planning Council (ECFRPC) was informational only. No comments were offered.

- **Eagle Creek Development of Regional Impact (Orange County)** - This project is located in southeast Orange County, east of Narcoossee Road, and south of the Florida Greenway (State Road 417). It is a mixed use project proposed for Single Family Units (SFUs), Multi Dwelling Units (MDUs), a golf course, as well as hotel, school and office space. Per the LYNX Comprehensive Operations Analysis (COA) and the LYNX Transit Development Plan (TDP), there is no planned service to this area. The golf course and some of the SFUs have been built and occupied while the remainder of the project is still under construction. Given the future plans of this project, LYNX believes that transit will be an integral part of the future success of the area. The University of Central Florida (UCF) Medical School and the Veterans Administration (VA) Hospital are planned for the area as well. Based on this information, LYNX has offered recommendations to include fair share of operating expenses for route expansion, transit stops and shelters which are compliant with Americans With Disabilities Act (ADA)

standards, pull out bays, as well as conveying information regarding our Commuter Services options and parking areas for commuter services vans.

- **Florida Hospital – Health Village Development of Regional Impact (City of Orlando)** - This project is located at Florida Hospital Orlando and is an expansion and enhancement project of the existing facility. Service is provided via Links 1, 9, 14, and 39, giving approximately 15-minute service to the project. LYNX has offered recommendations to include fair share of operating expenses for new and expanded service, transit stops and shelters which are compliant with the Americans With Disabilities Act (ADA) standards, pull out bays as well as conveying information regarding our Commuter Services options and parking areas for commuter services vans. LYNX has also requested information regarding a proposed circulator within the project and its availability to the general public, as well as coordination with the City of Orlando's proposed LYMMO expansion, and the proposed Florida Hospital Commuter Rail stop.
- **Lake Nona Application for Development Approval (City of Orlando)** - This project is located within the City of Orlando at Narcoossee Road and Tindale Road. Currently, there is no transit service to the area with the closest routes being Links 11, 41, 42, and 51 to OIA, Link 18 on Boggy Creek Road, and Link 6 at Hoffner Avenue and Goldenrod Road. The LYNX Transit Development Plan (TDP) identifies future service to the Lake Nona area via the proposed Link 202. LYNX has offered recommendations to include fair share of operating expenses for new and expanded service, transit stops and shelters which are compliant with the Americans With Disabilities Act (ADA) standards, pull-out bays, as well as conveying information regarding our Commuter Services options and parking areas for commuter services vans.
- **Landmark Resort and Spa Development of Regional Impact (Osceola County)** - This project is located on US Highway 192 west and is served by Links 55 & 56, giving the project 15-minute service frequencies Monday through Sunday and holidays. Per the LYNX Comprehensive Operations Analysis (COA) and the LYNX Transit Development Plan (TDP), US Highway 192 has been identified as a Transit Emphasis Corridor and future routes to the area are planned. LYNX has offered recommendations to include fair share of operating expenses for route expansion, transit stops and shelters which are compliant with the Americans With Disabilities Act (ADA) standards, pull out bays, as well as conveying information regarding our Commuter Services options and parking areas for commuter services vans.
- **Lee Vista Development of Regional Impact (City of Orlando)** - This project is a mixed use development that is nearing a phased completion. Currently, the project is served by Links 41 and 51. However, as identified in the LYNX Comprehensive Operations Analysis (COA) and the LYNX Transit Development Plan (TDP), service expansion is expected beginning in FY 2008 and continuing out for several years. As part of the Development Order (DO), the developer is to provide a transit center. The City of Orlando and LYNX staff has met with the developer to negotiate the transit center specifications. The City and LYNX are awaiting designs from the developer.

- **Lowe's of Apopka – State Road 441 (City of Apopka)** - This project is located on State Road 441 west in the City of Apopka and is served by Link 44. A new Lowe's Home Improvement Store is being constructed as well as widening of the road. The developer was advised by the City of Apopka that prior to approval, they must contact LYNX for transit considerations. Unfortunately, the developer had already completed the road widening and pull out lanes could not be negotiated. However, the developer has agreed to construct a bus shelter to the west of the entrance to the store.
- **Secret Promise Development of Regional Impact (Lake/Sumter County Line)** - This project is located on US Highway 27 at the Lake/Sumter County Line and will incorporate Multi Dwelling Units (MDUs), Single Family Units (SFUs), office space and recreational areas. Currently, LYNX does not provide service to this area, however, given the success of Link 204 in Clermont and the increased ridership of Link 55 into south Lake County, LYNX transit connections should be a priority for this project. LYNX has offered recommendations such as fair share of operating costs of new and expanded service, amenities such as transit stops and shelter which are compliant with the Americans With Disabilities Act (ADA) standards as well as commuter services information and parking spaces for commuter services vans.
- **South Street Widening Project (Orange County – City of Orlando)** - This project is served by Links 6, 13, 15, and 51. Service to the area is approximately every 10-minutes. Boardings and alightings within the project area are approximately 12 passengers per hour on the above mentioned Links. LYNX has made recommendations to include that LYNX be notified at least 48-hours in advance of any traffic maintenance, and at least 7 days notice for staff to relocate stops if needed. LYNX has requested no interruption of service and that all stops and shelters include the Americans With Disabilities Act (ADA) standards, as well as pad installations which are ADA compliant.
- **State Road 17-92 and John Young Parkway (Osceola County)** - This project is located on South John Young Parkway at Orange Blossom Trail, and is a road widening project served by Link 26. The project is in the initial phase, and LYNX has offered recommendations regarding notification of at least 48-hours in advance of any traffic maintenance, and at least 7 days notice for staff to relocate stops if needed. LYNX has requested no interruption of service and all stops and shelters include the Americans With Disabilities Act (ADA) standards, as well as pad installations which are ADA compliant.
- **State Road 46 – Rinehart Road (Seminole County)** - This project is located on State Road 46 at Rinehart Road and is a bike/ped-road improvement project that is served by Link 46. LYNX staff has met with the contractor and offered recommendations regarding notification of at least 48-hours in advance of any traffic maintenance, and at least 7 days notice for staff to relocate stops if needed. LYNX has requested no interruption of service and that all stops and shelters include the Americans With Disabilities Act (ADA) standards, as well as pad installations which are ADA compliant.

- **Summer Bay Development of Regional Impact (Osceola County)** - This project is located on West US Highway 192, is served by Link 55, and provides service every 30-minutes, Monday through Sunday and holidays. Since the extension of Link 55 to US Highway 27, ridership has increased an average of 150 passengers per month. Per the LYNX Comprehensive Operations Analysis (COA) and the LYNX Transit Development Plan (TDP), US Highway 192 has been identified as a Transit Emphasis Corridor and future routes to the area are planned. LYNX has offered recommendations to include fair share of operating expenses for route expansion, transit stops and shelters which are compliant with the Americans With Disabilities Act (ADA) standards, pull out bays, as well as conveying information regarding our Commuter Services options and parking areas for commuter services vans.

Information Item B : Change orders for the LOC

To: LYNX Board Of Directors

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

Phone: 407.841.2279 ext: 6047

Item Name: Change Orders for the LOC

Date: 9/27/2007

Change Order Number	AMOUNT	DESCRIPTION
156	\$13,351	This additive change order provides the funds for door changes, Building A to meet City Building Code Requirements.
157	\$54,751	This additive change order provides funds for Compensable Time Extension, 31 calendar days July 1 to July 31, 2007.
158	\$17,624	This additive change order for LYNX requested changes to lockers in Building A and C.

LYNX OPERATIONS CENTER
Revised Budget Including Change Order #156
September 27, 2007

<u>Cost Category</u>	<u>Budget prior to Reallocation</u>	<u>Change Order # 156</u>	<u>Revised Budget</u>
Collage Contract	\$ 18,358,404	\$ 13,351	\$ 18,371,755
Collage Contract (Unearned)	-		-
Collage Owner Direct Purchases	<u>6,522,133</u>	<u>-</u>	<u>6,522,133</u>
Subtotal Collage Contract + Direct Purchases	24,880,537	13,351	24,893,888
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	<u>460,116</u>	<u>(13,351)</u>	<u>446,765</u>
TOTALS	<u><u>\$ 36,934,000</u></u>	<u><u>\$ -</u></u>	<u><u>\$ 36,934,000</u></u>

SUMMARY:

Change in Total Budget:		\$ -
Change in Contingency:	Decrease	\$ (13,351)

Description of Change:

This additive change order provides the funds for door changes in Building A to meet City Building Code Requirements.

LYNX OPERATIONS CENTER
Revised Budget Including Change Order #157
September 27, 2007

<u>Cost Category</u>	<u>Budget prior to Reallocation</u>	<u>Change Order # 157</u>	<u>Revised Budget</u>
Collage Contract	\$ 18,371,755	\$ 54,751	\$ 18,426,506
Collage Contract (Unearned)	-		-
Collage Owner Direct Purchases	<u>6,522,133</u>	<u>-</u>	<u>6,522,133</u>
Subtotal Collage Contract + Direct Purchases	24,893,888	54,751	24,948,639
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	<u>446,765</u>	<u>(54,751)</u>	<u>392,014</u>
TOTALS	<u><u>\$ 36,934,000</u></u>	<u><u>\$ -</u></u>	<u><u>\$ 36,934,000</u></u>

SUMMARY:

Change in Total Budget:		\$ -
Change in Contingency:	Decrease	\$ (54,751)

Description of Change:

This additive change order provides the funds for compensable time extension, 31 calendar days July 1 to July 31, 2007.

LYNX OPERATIONS CENTER
Revised Budget Including Change Order #158
September 27, 2007

<u>Cost Category</u>	<u>Budget prior to Reallocation</u>	<u>Change Order # 158</u>	<u>Revised Budget</u>
Collage Contract	\$ 18,426,506	\$ 17,624	\$ 18,444,130
Collage Contract (Unearned)	-		-
Collage Owner Direct Purchases	<u>6,522,133</u>	<u>-</u>	<u>6,522,133</u>
Subtotal Collage Contract + Direct Purchases	24,948,639	17,624	24,966,263
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	<u>392,014</u>	<u>(17,624)</u>	<u>374,390</u>
TOTALS	<u><u>\$ 36,934,000</u></u>	<u><u>\$ -</u></u>	<u><u>\$ 36,934,000</u></u>

SUMMARY:

Change in Total Budget:		\$ -
Change in Contingency:	Decrease	\$ (17,624)
Description of Change:		

This additive change order provides the funds for LYNX requested changes to lockers in Building A and C.

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 - July 2007

Date: 9/27/2007

Please find attached the monthly financial reports for the ten months ending July 31, 2007. LYNX' Statement of Revenues, Expenses, and Changes in Net Assets (Operating Statement) for the ten months ending July 31, 2007 indicates total revenue earned in the amount of \$85,776,539 and total expenses incurred in the amount of \$79,211,688 resulting in a net operating profit of \$6,564,851.

In addition:

- Fixed route and Van Pool services resulted in an operating profit of \$5,729,113 for ten months of operations.
- Paratransit services resulted in an operating profit of \$835,738 for the ten 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 nine 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
JULY 31, 2007 AND 2006
(UNAUDITED)

	2007	2006
ASSETS		
CURRENT ASSETS:		
Cash and cash equivalents	\$ 17,844,718	\$ 13,857,137
Receivables:		
Local, trade and operating assistance	7,804,081	3,553,785
Federal grants	6,068,774	4,682,250
State grants	1,122,873	1,565,301
Inventory	2,174,818	1,833,869
Prepaid expenses and other assets	773,214	482,086
Restricted cash and cash equivalents	4,933,260	1,979,953
Total current assets	40,721,738	27,954,381
NONCURRENT ASSETS:		
Restricted cash and cash equivalents	5,905,861	2,608,225
Property and equipment:		
Land	8,571,465	8,571,465
Buildings and shelters	39,867,549	39,457,783
Revenue vehicles	83,192,162	64,820,464
Furniture, Fixtures & Equipment	16,018,286	14,813,331
Leasehold improvements	1,767,888	1,705,204
Total property and equipment	149,417,350	129,368,247
Less: accumulated depreciation	(76,072,185)	(66,175,850)
Construction in progress	41,726,163	31,716,888
Net property and equipment	115,071,328	94,909,285
Other assets	926,468	1,017,079
Total noncurrent assets	121,903,657	98,534,589
TOTAL ASSETS	\$ 162,625,395	\$ 126,488,970

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

	<u>2007</u>	<u>2006</u>
LIABILITIES AND NET ASSETS		
CURRENT LIABILITIES:		
Accounts payable	\$ 4,473,875	\$ 4,463,571
Accrued salaries and related taxes	1,800,063	1,061,754
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	8,348,325	3,033,865
Deferred capital	<u>2,267,972</u>	<u>1,977,953</u>
Total current liabilities	<u>21,053,390</u>	<u>14,466,528</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>40,506,948</u>	<u>31,931,016</u>
NET ASSETS:		
Invested in capital assets, net of related debt	103,068,220	82,348,980
Restricted	1,032,788	-
Unrestricted	<u>18,017,439</u>	<u>12,208,974</u>
Total net assets	<u>122,118,447</u>	<u>94,557,954</u>
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 162,625,395</u>	<u>\$ 126,488,970</u>

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

	Year to Date			Month of July		
	Budget	Actual	%	Budget	Actual	%
OPERATING REVENUES						
Customer Fares	\$ 16,494,588	\$ 15,873,803	96%	\$ 1,649,460	\$ 1,652,945	100%
Contract Services:						
Local Financial Assistance	7,818,901	7,527,154	96%	781,891	795,577	102%
Other Contractual Services	6,800,492	6,952,623	102%	680,051	692,470	102%
Advertising	1,950,001	1,883,516	97%	225,000	118,884	53%
Other Operating Income	384,951	485,555	126%	38,495	33,302	87%
Total Operating Revenues	33,448,933	32,722,651	98%	3,374,897	3,293,178	98%
NONOPERATING REVENUES						
Operating assistance grants:						
Federal	595,833	595,833	100%	59,584	59,583	100%
State of Florida	6,821,409	6,821,559	100%	682,141	682,141	100%
Local	36,437,229	34,528,585	95%	3,892,260	3,640,284	94%
Planning and other assistance grants:						
Federal - Commuter Rail Project	-	-	0%	-	-	0%
Federal - Other	9,016,617	8,211,192	91%	1,237,475	829,043	67%
State of Florida - Commuter Rail Project	-	-	0%	-	-	0%
State of Florida - BRT Circulator Project	-	-	0%	-	-	0%
State of Florida - Other	2,314,900	1,772,901	77%	15,490	184,647	1192%
Local Matching - BRT Circulator Project	-	-	0%	-	-	0%
Local Matching - Other	392,500	43,585	11%	(194,750)	14,073	107%
Interest Income	499,775	1,079,153	216%	95,522	135,867	142%
Gain / (Loss) on Sale of Assets	-	1,080	N/A	-	-	N/A
Total Nonoperating Revenues	56,078,263	53,053,888	95%	5,787,722	5,545,638	96%
Fund Balance	-	-	0%	-	-	0%
Total Revenues	89,527,196	85,776,539	96%	9,162,619	8,838,816	96%
OPERATING EXPENSES						
Salaries and Wages	30,984,057	29,897,195	96%	3,176,405	3,134,566	99%
Fringe Benefits	16,836,485	15,029,636	89%	1,733,544	1,576,450	91%
Purchased Transportation Services	13,745,146	13,073,379	95%	1,374,515	1,446,102	105%
Fuel	9,724,319	8,336,477	86%	822,253	995,539	121%
Other Materials and Supplies	4,591,367	3,973,953	87%	466,187	486,865	104%
Professional Services	3,111,603	1,319,147	42%	175,973	228,297	130%
Other Services	4,456,177	3,463,518	78%	537,338	290,078	54%
Lease and Miscellaneous Expenses	1,773,483	1,305,343	74%	420,900	157,070	37%
Casualty and Liability Insurance	1,410,599	1,539,035	109%	166,105	192,972	116%
Utilities	800,839	813,650	102%	80,084	83,289	104%
Taxes and Licenses	413,649	336,741	81%	41,365	43,559	105%
Interest Expense	157,850	123,614	78%	15,785	12,329	78%
Total Operating Expenses	88,005,574	79,211,688	90%	9,010,454	8,647,116	96%
OPERATING GAIN / (LOSS)	\$ 1,521,622	\$ 6,564,851	431%	\$ 152,165	\$ 191,700	126%

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

	Year to Date			Month of July		
	Budget	Actual	%	Budget	Actual	%
OPERATING REVENUES						
Customer Fares	\$ 15,477,658	\$ 14,998,924	97%	\$ 1,547,767	\$ 1,550,373	100%
Contract Services:						
Local Financial Assistance	7,818,901	7,527,154	96%	781,891	795,577	102%
Other Contractual Services	174,951	108,602	62%	17,497	5,224	30%
Advertising	1,950,001	1,883,516	97%	225,000	118,884	53%
Other Income	384,951	485,555	126%	38,495	33,302	87%
Total Operating Revenues	<u>25,806,462</u>	<u>25,003,751</u>	<u>97%</u>	<u>2,610,650</u>	<u>2,503,360</u>	<u>96%</u>
NONOPERATING REVENUES						
Operating assistance grants:						
Federal	595,833	595,833	100%	59,584	59,583	100%
State of Florida	6,821,409	6,821,559	100%	682,141	682,141	100%
Local	29,792,799	27,884,155	94%	3,227,817	2,975,841	92%
Planning and other assistance grants:						
Federal - Commuter Rail Project	-	-	0%	-	-	0%
Federal - Other	7,599,948	6,794,525	89%	1,095,808	687,376	63%
State of Florida - Commuter Rail Project	-	-	0%	-	-	0%
State of Florida - BRT Circulator Project	-	-	0%	-	-	0%
State of Florida - Other	2,314,900	1,772,901	77%	15,490	184,647	1192%
Local Matching - BRT Circulator Project	-	-	0%	-	-	0%
Local Matching - Other	392,500	43,585	11%	(194,750)	14,073	107%
Interest Income	499,775	1,079,153	216%	95,522	135,867	142%
Gain / (Loss) on the Sale of Assets	-	1,080	N/A	-	-	N/A
Total Nonoperating Revenues	<u>48,017,164</u>	<u>44,992,791</u>	<u>94%</u>	<u>4,981,612</u>	<u>4,739,528</u>	<u>95%</u>
Total Revenues	<u>73,823,626</u>	<u>69,996,542</u>	<u>95%</u>	<u>7,592,262</u>	<u>7,242,888</u>	<u>95%</u>
OPERATING EXPENSES						
Salaries and Wages	30,696,047	29,667,686	97%	3,147,604	3,112,990	99%
Fringe Benefits	16,665,036	14,879,776	89%	1,716,399	1,564,810	91%
Purchased Transportation Services	3,335	1,576	47%	334	429	128%
Fuel	8,343,823	7,083,650	85%	684,203	856,797	125%
Other Materials and Supplies	4,489,768	3,956,695	88%	456,027	486,645	107%
Professional Services	2,921,144	1,170,152	40%	156,927	198,081	126%
Other Services	4,450,677	3,463,518	78%	536,788	290,078	54%
Lease and Miscellaneous Expenses	1,761,394	1,296,712	74%	419,691	156,438	37%
Casualty and Liability Insurance	1,410,599	1,539,035	109%	166,105	192,972	116%
Utilities	746,359	768,893	103%	74,636	78,817	106%
Taxes and Licenses	366,338	316,122	86%	36,634	41,224	113%
Interest Expense	157,850	123,614	78%	15,785	12,329	78%
Total Operating Expenses	<u>72,012,370</u>	<u>64,267,429</u>	<u>89%</u>	<u>7,411,133</u>	<u>6,991,610</u>	<u>94%</u>

OPERATING GAIN / (LOSS)	<u>\$ 1,811,256</u>	<u>\$ 5,729,113</u>	<u>316%</u>	<u>\$ 181,129</u>	<u>\$ 251,278</u>	<u>139%</u>
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**CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY
PARATRANSIT SEGMENT
STATEMENT OF REVENUE AND EXPENSES
FOR THE MONTH OF JULY 2007 AND THE TEN MONTHS ENDED JULY 31, 2007
(UNAUDITED)**

	Year to Date			Month of July		
	Budget	Actual	%	Budget	Actual	%
OPERATING REVENUES						
Customer Fares	\$ 1,016,930	\$ 874,879	86%	\$ 101,693	\$ 102,572	101%
Contract Services:						
Local Financial Assistance	-	-	0%	-	-	0%
Other Contractual Services	6,625,541	6,844,021	103%	662,554	687,246	104%
Advertising	-	-	0%	-	-	0%
Other Operating Income	-	-	0%	-	-	0%
Total Operating Revenues	<u>7,642,471</u>	<u>7,718,900</u>	<u>101%</u>	<u>764,247</u>	<u>789,818</u>	<u>103%</u>
NONOPERATING REVENUES						
Operating assistance grants:						
Federal	-	-	0%	-	-	0%
State of Florida	-	-	0%	-	-	0%
Local	6,644,430	6,644,430	100%	664,443	664,443	100%
Planning and other assistance grants:						
Federal - Commuter Rail Project	-	-	0%	-	-	0%
Federal - Other	1,416,669	1,416,667	100%	141,667	141,667	100%
State of Florida - Commuter Rail Project	-	-	0%	-	-	0%
State of Florida - BRT Circulator Project	-	-	0%	-	-	0%
State of Florida - Other	-	-	0%	-	-	0%
Local Matching - BRT Circulator Project	-	-	0%	-	-	0%
Local Matching - Other	-	-	0%	-	-	0%
Interest Income	-	-	0%	-	-	0%
Gain / (Loss) on the Sale of Assets	-	-	0%	-	-	0%
Total Nonoperating Revenues	<u>8,061,099</u>	<u>8,061,097</u>	<u>100%</u>	<u>806,110</u>	<u>806,110</u>	<u>100%</u>
Total Revenues	<u>15,703,570</u>	<u>15,779,997</u>	<u>100%</u>	<u>1,570,357</u>	<u>1,595,928</u>	<u>102%</u>
OPERATING EXPENSES						
Salaries and Wages	288,010	229,509	80%	28,801	21,576	75%
Fringe Benefits	171,449	149,861	87%	17,145	11,640	68%
Purchased Transportation Services	13,741,811	13,071,803	95%	1,374,181	1,445,673	105%
Fuel	1,380,496	1,252,827	91%	138,050	138,742	101%
Other Materials and Supplies	101,599	17,258	17%	10,160	220	2%
Professional Services	190,459	148,994	78%	19,046	30,216	159%
Other Services	5,500	-	N/A	550	-	N/A
Lease and Miscellaneous Expenses	12,089	8,630	71%	1,209	632	52%
Casualty and Liability Insurance	-	-	0%	-	-	0%
Taxes and Utilities	54,480	44,757	82%	5,448	4,472	82%
Interest Expense	47,311	20,620	44%	4,731	2,335	49%
Total Operating Expenses	<u>15,993,204</u>	<u>14,944,259</u>	<u>93%</u>	<u>1,599,321</u>	<u>1,655,506</u>	<u>104%</u>
OPERATING GAIN / (LOSS)	<u>\$ (289,634)</u>	<u>\$ 835,738</u>	<u>389%</u>	<u>\$ (28,964)</u>	<u>\$ (59,578)</u>	<u>-106%</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: 9/27/2007

EMPLOYEE/ DEPARTMENT	DESTINATION	PURPOSE	DATE Departure and Return	COMPANY COST
George Hazlewood Operations	York, PA	Voith Turbo DIWA In- House Training	09/09-09/14/07	1,051
James Vanspankeren Operations	York, PA	Voith Turbo DIWA In- House Training	09/09-09/14/07	1,051
Elvis Dovalos Operations	York, PA	Voith Turbo DIWA In- House Training	09/09-09/14/07	1,351
Brian Ruppert Operations	York, PA	Voith Turbo DIWA In- House Training	09/09-09/14/07	1,051
Lisa Darnall Operations	Washington, DC	APTA meeting	09/12-09/14/07	0
Linda Watson Executive	Washington, DC	Meeting with Legislators	09/18 – 09/20/07	959
J Marsh McLawhorn Government	Washington DC	Meeting with Legislators	09/18 – 09/20/07	959
Lisa Darnall Operations	Hayward, CA	Gillig – Pre-production Buses 2008	09/19-09/23/07	1,022
Joe Cheney Operations	Hayward, CA	Gillig – Pre-production Buses 2008	09/19-09/22/07	1,038
Linda Watson Executive	Milwaukee, WI	TRB-AASHTO Annual Meeting	09/30 – 10/31/07	0

Linda Watson Executive	Charlotte, NC	APTA Annual Meeting	10/07 – 10/10/07	1,346
			TOTAL	10,128

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: 9/27/2007

Coordination

LYNX continues to work 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 (FDOT) on development of their Five-Year Work Program for Fiscal Years 2007/2008-2011/2012.

FlexBus

Staff is awaiting comments on the draft Interlocal Funding Agreement from Altamonte Springs to provide the funding mechanism for the City to use the TOPS funds made available to LYNX by FDOT.

Meetings continue with property owners regarding the location of stations on their property.

Staff and the consultant have heard from the Federal Transit Administration (FTA) that the project is not currently eligible for Federal Small Starts funding.

Geography Network

Hits are not available for the month of August due to changes in the counting procedure that have to take place after the migration of the ArcIMS software to a new server. They should be available beginning with the September report.

Geographic Information Systems (GIS)

IT and GIS staff conducted an installation of ArcGIS Server 9.2 for work group software. GIS staff is working on the data migration of LYNX's current GIS data structure to Microsoft SQL database with SDE connection. The route realignments for the current bid and 2006 counties aerial photography was added to the GIS services on LYNX Geographic Network.

Grants

Planning staff responded to the Florida Department of Transportation (FDOT) Transportation Regional Incentive Program (TRIP) comments. Issues such as local agency operational funding commitments for FY 2009/10 and FY 2010/11, and timing of bus orders to coincide with start of service is being addressed.

Since the last FDOT quarterly meeting, staff is amending the FY 2008/09 TRIP request and is going to the LYNX Board this month for approval. The request will be increased by 4 buses.

Staff provided information to Lake County on Link 55 extension and Clermont Express.

Intelligent Transportation Systems (ITS)

Tim May, Project Manager, traveled to the Transit 511 ITS Best Practices Symposium in Philadelphia, as a representative of the American Public Transportation Association (APTA) Public Transit Special Interest Group (PTSIG). The conference covered how transit has been integrated into 511 deployments around the nation. LYNX was singled out as the only transit call center able to provide statistics on 511 usages.

Requests

- 11 Requests for information related to facilities – park & ride lots, shelters, bus stops, and related amenities
- 5 GIS requests
- 24 Customer Concerns
- 26 Service-related requests
- 17 Requests for general information, including ridership, surveys and more
- 3 Nip-Its

Service

Planning staff began work on several service concepts as requested by Osceola County, proposed for implementation as early as December 2007 depending on the fiscal year 2007/2008 budget. These improvements include replacing the existing Link 12 Buenaventura Lakes/Boggy Creek with Links 428 East Osceola Parkway/Boggy Creek and 429 Buenaventura Lakes. These changes will establish new service into the Osceola County Health Department/Kissimmee. Staff is also evaluating options to improve service on Link 26 Pleasant Hill Road/Poinciana, including establishing a new transfer stop in the Dover Plum Shopping Center near the new WalMart Super Center for coordinated connections to the PickUpLine service, improving headways to every 30-minutes from the current 60-minutes, and develop a more efficient routing in Poinciana to better complement the new PickUpLine services. Staff is also considering options to add service to Poinciana High School/Poinciana Boulevard as requested by the Osceola County.

Planning staff has started efforts towards conducting the system-wide service review in fiscal year 2007/2008. Planning is working with Urban Transportation Associates to acquire and install an additional 15 Automatic Passenger Counters (APC) by the end of October 2007. Staff is also developing a detailed project timeline and the data collection plan.

Shelters and Related Passenger Amenities

Shelters have been installed on International Drive, West Colonial Drive, Central Florida Parkway, and State Road 436. This brings the total LYNX shelters installed this fiscal year to 43 structures, exceeding the budget and business plan goals of 40.

Training

Jennifer Stults and Terry Jordan attended the APTA Intermodal Operations Planning conference, which had a focus on Service Planning and sessions on Planning Service Initiatives, Intermodal Facilities, Bus Rapid Transit, Automatic Passenger Counters (APCs) and other technologies. Additional sessions included an APC Users Group meeting. LYNX also posted open positions on the job board.

Tim May, Project Manager, attended the American Planning Association's Retail Commercial Revitalization and Neighborhood Retail Development webinar hosted by Orange County on August 29, 2007. Transit professionals from all over the country, as well as England and France, shared success stories as well as challenges.

Tim May, Project Manager, attended the Growth Management Seminar hosted by the Florida Department of Transportation (FDOT) on August 30, 2007. Discussions included the FDOT role regarding Developments of Regional Impact (DRI), Proportionate Fair Share and funding.

Travel Management Coordination Center (TMCC)

Citrus Connection, Polk County Transit services and staff met with the Federal Transit Administration's (FTA) consultant for the project evaluation on August 24, 2007. The team reviewed the consultant's draft evaluation plans, provided comments, and provided information sources for the before project data collection. The "needs assessment" portion of the project occurred during the last week of August and the first weeks of September. The needs and information on current operations are presently being assessed and merged in the Concept of Operations document, one of the project deliverables.

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 Ridership Report

Name:

Date: 9/27/2007

July 2007 Final

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

	July 2006	July 2007	Percentage +/-
Total Monthly	2,061,496	2,175,387	5.5%
Average Weekday	79,271	83,702	5.6%
Annual Ridership	20,918,637	21,480,391	2.7%
Number of Weekdays	21	21	0.0%

July 2007 experienced a system-wide ridership total of 2,175,387, showing an increase of 5.5% from the 2,061,496 boardings recorded in July 2006. Average weekday boardings are up by 5.6% (4,431 additional riders) from the previous year. **System-wide year to date ridership is 21,480,391, up by 2.7% from last year's 20,918,637.**

Fixed Route – Comparison to Prior Year

	July 2006	July 2007	Percentage +/-
Total Monthly	2,004,370	2,112,235	5.4%
Average Weekday	76,952	81,140	5.4%
Annual Ridership	20,287,707	20,834,754	2.7%
Number of Weekdays	21	21	0.0%

Fixed route ridership for July 2007 totaled 2,112,235, reflecting an increase of 5.4% when compared to the 2,004,370 passengers carried in July 2006.

Fixed Route – Comparison to Prior Month

	June 2007	July 2007	Percentage +/-
Total Monthly	2,114,199	2,112,235	-0.1%
Average Weekday	81,977	81,140	-1.0%
Number of Weekdays	21	21	0.0%

Comparisons of July 2007 to the prior month's boardings (June 2007) reflect a decrease of 0.1% (1,964 riders). July 2007 also saw a decrease of 1.0% in the average number of passengers riding per weekday (a difference of 837 riders) when compared to the average weekday ridership for June 2007 of 81,977.

- Link 204 Clermont Express average weekday ridership for July 2007 is down 1.6% from June 2007.
- Link 405 Apopka Circulator average weekday for July 2007 is down 30.3% from June 2007, however, summer school was not in session in July.
- Link 414 UCF Alafaya-Waterford Lakes Circulator average weekday ridership for July is up 7.9% from June 2007.

Individual Fixed Route Comparison to Prior Year

Comparisons of individual route ridership during July 2007 show 2 routes to have experienced a decline in ridership greater than 10% when compared to July 2006.

While Link 44 Clarcona / Zellwood shows a decrease of 2.2% (a loss of 325 riders) from June 2007, Link 405 Apopka Circulator has picked up the old Link 44's alignment in Apopka and has 5,706 riders for July 2007. When these two are combined they show an increase of 36.3% total monthly ridership over Link 44 in July 2006. Average weekday ridership in Apopka (Links 44 and 405) has increased 32.6% over July 2006. This translates to an additional 205 daily riders over previous year.

While ridership on some of the 300's is down, the new Link 305 and the realignment of Link 50 have picked up much (if not all) of those apparent decreases. Total ridership to Disney is a better indicator of service performance as route alignments have changed to such 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 9.4% over prior year, or an additional 358 average weekday riders.

Route Decreases Greater Than 10%

- Link 300-305 – Downtown Disney Direct (-18.4%)
- Link 1 – N Orange Ave./Altamonte Mall (-10.2%)

In contrast, June 2007 produced 17 routes with increases of 10% or greater when compared to June 2006. Link 45 – Lake Mary experienced the most significant increase of 33.5%. Link 55 – West U.S. 192/Orange had the second greatest increase of 29.2%; this is thought to be primarily due to the extension of service to the Four Corners Wal-Mart.

Link 8 shows a 17.3% increase over previous year. This translates to an increase of over 1197 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 45 – Lake Mary (+33.5%)
- Link 55 – West U.S. 192/Orange Lake (+29.2%)
- Link 2 – Colonialtown (+28.9%)
- Link 56 – West U.S. 192/Magic Kingdom (+25.2%)
- Link 33 – Midway/Sanford Airport (+23.9%)
- Link 5 – Lake George/Fort Gatlin (+23.7%)
- Link 8 – W. Oak Ridge Rd./Int'l Dr. (+17.3%)
- Link 57 – John Young Pkwy. (+15.7%)
- Link 24 – Millenia (+15.6%)
- Link 40 – Americana/Universal Orlando (+15.2%)
- Link 12 – Buenaventura Lks/Boggy Ck (+14.7%)
- Link 3 – Lake Margaret (+13.1%)
- Link 26 – Pleasant Hill Rd./Poinciana (+11.7%)
- Link 41 – S.R. 436 Crosstown (+11.6%)
- Link 10 – East U.S. 192/St. Cloud (+11.6%)
- Link 32 – Union Park/Bithlo (+10.9%)
- Link 54 – Old Winter Garden Rd. (+10.9%)

PickUpLine

For July 2007, PickUpLine ridership was 84 one-way passenger trips.

LYNX MONTHLY RIDERSHIP JULY 2007 FINAL

Service Mode	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	TOTAL YEAR
LYMMO	104,537	102,808	100,230	102,502	95,244	99,012	93,260	94,228	87,540	88,422			967,783
VOTRAN 100%	1,390	1,185	916	1,125	963	1,057	1,153	1,317	1,579	1,244			11,929
All Other Links	2,012,423	1,877,646	1,890,701	2,051,408	1,853,218	2,063,828	1,982,224	2,076,640	2,025,080	2,022,569			19,855,737
Total Fixed Route	2,117,655	1,981,639	1,991,847	2,155,035	1,949,425	2,163,897	2,076,637	2,172,185	2,114,199	2,112,235			20,834,754
Special Shuttles	238	93	170	19,222	248	66	152	2,054	55	523			22,821
Access LYNX	45,336	44,859	43,911	45,141	42,674	47,154	45,038	47,820	47,359	47,268			456,560
VanPlan	17,579	16,548	14,178	17,066	16,509	18,338	17,579	18,116	14,982	15,361			166,256
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	2,176,595	2,175,387			21,480,391
Final													

% Change From Fiscal Year 2006 To Fiscal Year 2007

Service Mode	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	TOTAL YEAR
LYMMO	5.9%	5.4%	4.1%	12.7%	2.2%	-5.5%	-3.8%	-7.8%	-13.9%	-9.5%			-1.2%
VOTRAN 100%	7.7%	5.7%	4.9%	3.0%	6.4%	-24.6%	-2.4%	-4.8%	9.0%	-9.5%			-1.2%
All Other Links	3.9%	-2.2%	-4.3%	9.7%	1.0%	1.8%	4.1%	4.5%	4.2%	6.1%			2.9%
Total Fixed Route	4.0%	-1.8%	-3.9%	9.9%	1.1%	1.5%	3.8%	4.0%	3.4%	5.4%			2.7%
Special Shuttles		-99.1%	-99.0%	-22.9%	195.2%	17.9%	11.8%	295.8%	17.0%	2390.5%			-57.6%
Access LYNX	1.4%	-1.1%	2.7%	5.6%	6.2%	2.9%	10.3%	7.2%	7.1%	12.8%			5.4%
VanPlan	40.9%	34.4%	9.2%	19.6%	16.3%	11.0%	21.5%	12.9%	-2.9%	1.1%			15.5%
TOTAL	4.2%	-2.1%	-4.4%	9.5%	1.3%	1.6%	4.0%	4.2%	3.4%	5.5%			2.7%

Fiscal Year 2006

Service Mode	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	TOTAL YEAR
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 JULY 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	3,800	3,756			4,019
	Sat	1,112	1,847	1,824	1,634	2,505	1,326	1,780	1,091	984	1,158			1,526
	Sun	753	862	691	917	861	807	862	667	704	818			794
VOTRAN 100%	Wkday	63	54	46	51	48	48	55	60	69	59			55
All Other Links	Wkday	76,466	73,964	73,310	76,915	76,596	76,289	77,641	78,033	78,177	77,384			76,477
	Sat	50,102	47,340	52,073	53,614	51,287	52,459	52,047	52,636	52,559	52,646			51,676
	Sun	28,401	26,676	26,948	29,097	29,279	29,504	28,944	30,140	30,536	31,363			29,089
Total Fixed Route	Wkday	80,304	78,316	77,669	81,069	80,685	80,342	81,538	81,966	81,977	81,140			80,501
	Sat	51,214	49,187	53,897	55,248	53,792	53,785	53,827	53,727	53,543	53,804			53,202
	Sun	29,154	27,538	27,639	30,014	30,140	30,311	29,806	30,807	31,240	32,181			29,883
Access LYNX	Wkday	1,893	1,794	1,739	1,780	1,907	1,899	1,901	1,877	1,983	1,906			1,868
	Sat	727	764	801	778	801	801	816	791	842	828			795
	Sun	367	468	527	339	332	343	369	372	378	405			390
VanPlan	Wkday	762	711	613	770	771	787	780	747	677	656			727
	Sat	151	135	138	91	144	123	163	128	88	115			128
	Sun	143	90	98	51	125	103	111	104	81	96			100
TOTAL <i>LYNX</i> <i>SERVICES</i>	Wkday	82,959	80,821	80,021	83,619	83,363	83,028	84,219	84,590	84,637	83,702			83,096
	Sat	52,092	50,086	54,836	56,117	54,737	54,709	54,806	54,646	54,473	54,747			54,125
	Sun	29,664	28,096	28,264	30,404	30,597	30,757	30,286	31,283	31,698	32,681			30,373
														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%	-10.7%	-11.6%			-3.2%
	Sat	-24.3%	18.2%	103.8%	17.8%	112.1%	-11.4%	29.3%	-2.2%	-19.9%	-8.0%			19.6%
	Sun	2.0%	19.9%	2.2%	28.6%	6.4%	-7.2%	5.1%	-19.0%	-8.6%	-3.9%			1.2%
VOTRAN 100%	Wkday	3.0%	-3.8%	15.6%	-1.7%	6.5%	-21.1%	-6.9%	-4.8%	9.0%	-13.9%			-4.3%
All Other Links	Wkday	4.3%	-1.7%	15.0%	9.3%	0.1%	2.7%	2.6%	5.0%	6.0%	6.5%			3.8%
	Sat	0.9%	-6.3%	23.4%	8.3%	4.3%	3.1%	2.8%	2.7%	3.5%	-1.0%			3.0%
	Sun	-4.4%	-3.3%	16.0%	18.1%	8.7%	3.7%	5.0%	2.7%	4.0%	0.4%			3.2%
Total Fixed Route	Wkday	3.7%	-1.4%	16.2%	9.4%	-0.1%	2.4%	2.0%	4.3%	5.1%	5.4%			3.4%
	Sat	0.2%	-5.6%	25.0%	8.6%	6.9%	2.7%	3.5%	2.6%	3.0%	-1.2%			3.4%
	Sun	-4.3%	-2.7%	15.6%	18.4%	8.7%	3.4%	5.0%	2.1%	3.6%	0.3%			3.2%
Access LYNX	Wkday	0.7%	-3.7%	0.7%	2.1%	5.6%	-10.5%	7.1%	7.0%	9.0%	9.4%			2.2%
	Sat	-2.0%	-0.7%	9.4%	6.3%	11.3%	3.3%	12.1%	7.2%	11.6%	11.6%			6.5%
	Sun	20.1%	38.8%	78.2%	19.9%	17.8%	1.0%	15.1%	11.6%	19.2%	31.8%			23.6%
VanPlan	Wkday	40.1%	35.2%	12.3%	30.3%	36.0%	32.5%	36.1%	30.2%	21.1%	13.6%			27.3%
	Sat	9.4%	2.3%	10.4%	-44.5%	-4.6%	-25.9%	3.7%	-30.7%	-39.9%	-26.4%			-14.4%
	Sun	98.6%	8.4%	18.1%	-58.0%	-12.6%	-29.9%	-17.9%	-38.5%	-44.1%	-35.0%			-21.2%
TOTAL <i>LYNX</i> <i>SERVICES</i>	Wkday	3.8%	-1.2%	15.8%	9.4%	0.3%	2.3%	2.3%	4.6%	5.3%	5.6%			3.5%
	Sat	0.2%	-5.5%	24.7%	8.4%	6.9%	2.6%	3.7%	2.6%	3.0%	-1.1%			3.4%
	Sun	-3.8%	-2.2%	16.4%	18.1%	8.7%	3.2%	5.0%	2.0%	3.6%	0.4%			3.3%

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

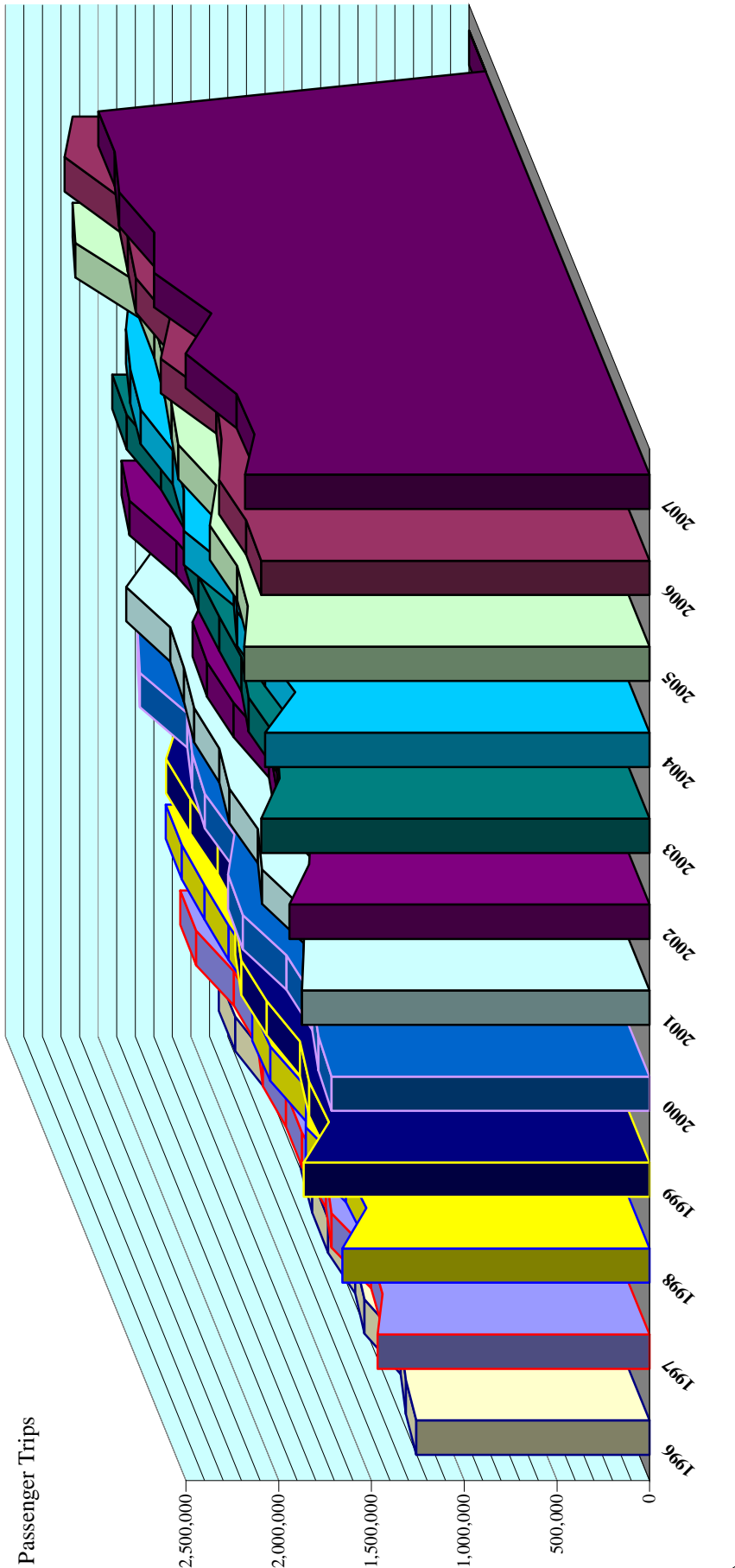
Due to changes in NTD reporting requirements, all Votran comparisons now reflect 100% of ridership.
 Previous to FY 2007, LYNX was only reporting 25% of Link 200.

ROUTE RIDERSHIP REPORT

Link No	Route	FY 2006 Average Monthly Ridership	Jun-2007	% Change from Jun 07 to Jul 07	Jul-2007	% Change From Previous Year	Change Jul 2007 From FY 2006 Average Monthly Ridership
1	N Orange Ave./Altamonte Mall	17,469	16,586	-10.9%	14,783	-10.2%	-15.4%
2	Colonialtown	3,604	3,668	3.3%	3,790	28.9%	5.2%
3	Lake Margaret	17,641	18,702	-6.6%	17,460	13.1%	-1.0%
4	South U.S. 441/Kissimmee	145,446	154,039	2.0%	157,151	6.3%	8.0%
5	Lake George/Fort Gatlin	4,743	4,991	-21.8%	3,901	23.7%	-17.8%
6	Dixie Belle	16,591	15,246	1.3%	15,444	3.5%	-6.9%
7	S. Orange Ave./Florida Mall	24,339	26,243	-4.1%	25,159	5.5%	3.4%
8	W. Oak Ridge Rd./Int'l Dr.	159,501	183,439	4.1%	190,916	17.3%	19.7%
9	N. Orange Ave./Rosemont	30,389	29,886	-2.6%	29,107	1.6%	-4.2%
10	East U.S. 192/St. Cloud	19,996	19,640	3.9%	20,411	11.6%	2.1%
11	S. Orange Ave./OIA	33,633	32,313	2.8%	33,218	2.3%	-1.2%
12	Buenaventura Lks/Boggy Ck	7,150	5,966	-5.9%	5,615	14.7%	-21.5%
13	University of Central Florida	32,961	32,822	-2.3%	32,056	9.3%	-2.7%
14	Princeton Street/Plymouth Apts.	5,906	5,391	1.1%	5,448	-6.5%	-7.7%
15	Curry Ford Rd./V.C.C. East	47,878	43,102	-4.6%	41,140	-7.0%	-14.1%
16	College Park/The Meadows	10,076	10,097	-25.0%	7,573	-3.1%	-24.8%
17	North U.S. 441/Apopka	52,533	47,951	-2.5%	46,761	-6.0%	-11.0%
18	S. Orange Ave./Kissimmee	35,465	38,752	-6.7%	36,148	5.6%	1.9%
19	Richmond Heights	29,411	29,047	-8.6%	26,549	7.6%	-9.7%
20	Malibu/Pine Hills	67,682	68,882	-9.6%	62,256	2.8%	-8.0%
200	Volusia Express	1,225	1,579	-21.2%	1,244	-9.5%	1.6%
204	Clermont Express	N/A	1,314	-1.4%	1,295	N/A	N/A
209	UCF/Downtown Orlando Late Night Shuttle	N/A	N/A	N/A	N/A	N/A	N/A
21	Carver Shores/Tangelo Park	82,910	88,035	1.9%	89,705	-1.1%	8.2%
22	Richmond Estates	26,883	25,515	-8.2%	23,425	7.0%	-12.9%
23	Winter Park/Forest City	26,274	24,191	-6.1%	22,709	-4.2%	-13.6%
24	Millenia	9,663	11,022	-0.9%	10,922	15.6%	13.0%
25	Silver Star Rd.	71,884	68,730	-4.8%	65,464	-3.2%	-8.9%
26	Pleasant Hill Rd./Poinciana	15,658	17,870	-6.2%	16,764	11.7%	7.1%
27	Plant St./Oakland	7,161	8,522	-16.1%	7,150	3.9%	-0.1%
28	E. Colonial Dr./Azalea Park	43,586	42,839	1.5%	43,487	3.2%	-0.2%
29	E. Colonial Dr./Goldenrod	41,211	41,656	2.8%	42,810	6.0%	3.9%
30	Colonial Dr. Crosstown	50,240	47,477	-5.2%	45,025	-8.0%	-10.4%
300-305	Downtown Disney Direct	17,554	17,199	-0.4%	17,128	-18.4%	-2.4%
31	Lynmo	97,823	87,540	1.0%	88,422	-9.5%	-9.6%
32	Union Park/Bithlo	4,604	5,017	-5.3%	4,753	10.9%	3.2%
33	Midway/Sanford Airport	2,284	2,793	-10.2%	2,508	23.9%	9.8%
34	Sanford/Goldsboro	7,900	7,960	-4.5%	7,605	-4.5%	-3.7%
36	Lake Richmond	23,852	20,982	-7.0%	19,515	-4.3%	-18.2%
37	Park Promenade Plaza/Florida Mall	62,827	68,787	4.3%	71,734	5.7%	14.2%
38	Downtown Orlando/Int'l Dr.	15,033	16,936	-0.9%	16,791	-0.5%	11.7%
39	U.S. 17-92/Sanford	60,891	61,535	0.9%	62,116	7.9%	2.0%
40	Americana/Universal Orlando	34,710	40,030	9.3%	43,750	15.2%	26.0%
405	Apopka Circulator	N/A	7,139	-20.1%	5,706	N/A	N/A
41	S.R. 436 Crosstown	124,447	131,650	0.0%	131,686	11.6%	5.8%
414	UCF Alafaya/Waterford Lakes	N/A	5,380	2.7%	5,524	N/A	N/A
42	International Dr./OIA	79,991	84,362	6.1%	89,546	0.7%	11.9%
43	Central Florida Pkwy.	13,146	14,597	-2.9%	14,169	4.9%	7.8%
44	Clarcona/Zellwood	17,985	15,407	-6.0%	14,483	-2.2%	-19.5%
45	Lake Mary	4,329	5,578	-0.5%	5,550	33.5%	28.2%
46	W. S.R. 46/Seminole Towne Ctr.	13,662	13,798	1.0%	13,937	-4.2%	2.0%
47	Oviedo	4,267	4,116	8.0%	4,447	-0.6%	4.2%
48	W. Colonial Dr./Park Promenade	48,997	46,344	1.2%	46,911	-0.6%	-4.3%
49	W. Colonial Dr./Pine Hills	50,091	47,187	-5.2%	44,729	-1.6%	-10.7%
50	Downtown Orlando/Magic Kingdom	40,376	47,191	6.8%	50,417	2.5%	24.9%
51	Conway/OIA	33,708	33,203	-6.8%	30,958	-1.0%	-8.2%
52	Pine Castle/Tradeport	5,573	5,272	-2.8%	5,123	2.4%	-8.1%
53	Story Rd./Tildenville	9,016	8,666	-7.2%	8,042	-2.4%	-10.8%
54	Old Winter Garden Rd.	14,034	14,413	-3.1%	13,968	10.9%	-0.5%
55	West U.S. 192/Orange Lake	32,173	50,379	6.6%	53,728	29.2%	67.0%
56	West U.S. 192/Magic Kingdom	34,876	47,829	12.6%	53,868	25.2%	54.5%
57	John Young Pkwy.	15,081	19,338	-9.8%	17,452	15.7%	15.7%
58	Shingle Creek	164	2,395	-1.6%	2,357	#DIV/0!	1336.5%
99	Farebox Errors	15,234	17,242	25.7%	21,670	8.3%	42.2%
Total		2,023,734	2,115,778	-0.1%	2,113,479	5.4%	4.4%

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



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: 9/27/2007

Advertising Sales

ADVERTISING SALES	AUGUST 2007
Advertising Sales Revenue	\$148,676
Net Revenue to LYNX Fiscal Year to Date	\$1,738,501

Commuter Services

COMMUTER CHOICE TRANSPORTATION PROGRAM	
CARPOOL/VANPOOL INQUIRIES	AUGUST 2007
Phone	67
Internet	63
Letters	68
Matches	14
VANPOOLS	AUGUST 2007
Commuter Choice Vanpool Participants	682
Total Revenue Miles YTD	892,196
New Vanpools	0

Returned Vanpools	0	
Current Vans in Service	60	
Pending Vanpool Interest	Nickelodeon Family Suites (1) Hewitt Associates (1) Southern Technical College (1) Central Florida Labor Solutions (2)	
No. of Employers Contacted	18	
No. of Employees Contacted	1,086	
Employer Program Presentations	Dial America Marketing Wyndham Resorts Hewitt Associates Florida Hospital east Holiday Inn Central Florida Labor Solutions Nickelodeon Family Suites	
Employee Vanpool Presentations	LOCATION	PARTICIPANTS
	Dial America Marketing	20
	Total Participants	20
Other Business Presentations/Meetings	LOCATION	PARTICIPANTS
	Central Florida Hotel & Lodging Association (CFHLA) Luncheon	325
	Jones High School Back to School Fair	30
	Orlando Business Journal (OBJ) Winter Park Update	293
	CFHLA Expo	100
	La Feria De La Familia	200
	Orange County Public School Parent Teacher Association Vendor Fair	50
	Total Participants	998

Guaranteed Ride Home Program

LYNX added the following to our Guaranteed Ride Home Program:

FARO Technologies

Embassy Suites - Orlando International Airport

Commuter Services Events

Central Florida Hotel & Lodging Association (CFHLA) Membership Luncheon

LYNX sponsored the CFHLA membership lunch which was attended by over 325 hospitality employers. LYNX had a table display and was able to distribute materials at individual tables to promote our Transportation Benefits programs.

Jones High School Back to High School Fair

LYNX participated in the Jones High School Back to School event. We provided School Pool information to 30 parents and promoted our other services.

Orlando Business Journal (OBJ) Winter Park Update

LYNX sponsored the Winter Park Update which was well attended by public officials, business leaders and organizational leaders. LYNX representatives were able to network and distribute information to attendees. This Update was attended by members of Marketing and Governmental Affairs.

Central Florida Hotel & Lodging Association (CFHLA) Expo

LYNX sponsored this event to promote our Commuter Assistance Programs. We were able to promote commuter services to over 100 attendees in the hotel and lodging industry.

La Feria De La Familia

LYNX participated in La Feria de La Familia at the Osceola Heritage Park. This event was well attended by the Hispanic community. LYNX promoted all Commuter Assistance services and the Poinciana PickUpLine to over 200 individuals.

Orange County Public Schools Parent Teacher Association (PTA) Vendor Fair

LYNX representatives promoted the School Pool Program to teachers and PTA coordinators at the Orange County ELC. Fifty start-up packets were distributed to interested attendees.

Stakeholders Meeting

Representatives of Commuter Services helped host the Stakeholders Meeting for the Community Connector Plan held at LYNX. Stakeholder meetings are attended by individuals and representatives from businesses and organizations interested in working with LYNX to provide a broader range of transportation services to the community.

Commuter Services Partnerships

LYNX Commuter Services is participating in the launch and promotion of the Greater Orlando Business Leadership Network (GOBLN) and the National Association of Women Business Owner's (NAWBO) Beacon Awards.

The mission of GOBLN is to educate and encourage employers to recruit, hire, train and retain employees with disabilities as part of promoting good business practices in the Greater Orlando area. The NAWBO Beacon Awards was created to recognize organizations and individuals for celebrating the diversity of Central Florida's workforce. Nominations are accepted from counties throughout Central Florida.

Marketing

WEBSITE USAGE	AUGUST 2007
Average Hits per Day	71,206
Average Users per Day	2,087.62
Average Hits per User	34.1
Average Time Spent on Site	8 minutes, 47 seconds
Approximate Visits per User	1.82
Total Page Hits	563,718
Total User Visits	64,718
Total Unique IP Addresses (visits)	35,425

Marketing Activities

LYMMO's 10th Anniversary Celebration

LYNX, along with the City of Orlando and the Downtown Development Board, celebrated a milestone for August 2007: the 10th anniversary of LYMMO. The event theme was "LYMMO – A Moving Performance" and featured a full day of festivities. The day started at LYNX Central Station with a salsa orchestra and unveiling of the anniversary LYMMO bus design and ended with the Orlando Philharmonic Orchestra playing in the courtyard of Orlando City Hall. The festivities continued throughout the day at various locations along the LYMMO route, highlighting the various stops throughout downtown. Music, dance and prizes made the party lively and inspired everyone to look forward to what LYMMO will do in the next ten years!

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.

This month, we assisted with a Living Alerts Outreach program to alert as many LYNX riders as possible about the August 19, 2007 service changes. Our customer service personnel and a LYNX Light Duty operator were stationed at various locations throughout our service area to

inform customers face to face about the changes every day for the 11 days prior to the service change. These outreach efforts were performed at: LCS terminal, West Oaks Mall, UCF, and Colonial Plaza.

CALL CENTER DATA	AUGUST 2007
Amount of Calls	38,650
Call-Wait Time in Seconds	:41

SALES & INFORMATION DATA	AUGUST 2007
Customers serviced through fixed route inquiries/sales	25,441
LYNX fare media sales	\$ 169,736

CUSTOMER SERVICE DATA	AUGUST 2007
Internet Inquiries	657
“How To Ride” presentations	2

CUSTOMER RELATIONS DATA	AUGUST 2007
Customers assisted by telephone, fax, one-on-one	2,538
Concerns/suggestions for Fixed Route (LYNX)	400
Compliments for Fixed Route/Road Rangers	57
Concerns/suggestions for Paratransit (MV)	123
Compliments for Paratransit	8

LOST & FOUND DATA	AUGUST 2007
Number of items recovered	589
% items returned to owners	29.12%
Advantage IDs issued	81

Kids In School (KIS) & Senior IDs issued	18
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ELIGIBILITY DATA	AUGUST 2007
Paratransit Applications Received	650

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: 9/27/2007

-
- **STATE BUDGET & SPECIAL SESSION.** In preparation for the now canceled special session on the state's revenue shortfall, the Senate and House held committee meetings during the week of August 27. State revenues are expected to continue to decrease due to lower than anticipated tax receipts. As previously reported, Governor Charlie Crist ordered each agency to prepare for a possible budget cut of up to a maximum of 10%. Previous to the cancellation of the special session it was anticipated that the Legislature would seek a budget cut equal to four percent; which is the minimum cut currently required.
 - **TRANSPORTATION WORK PROGRAM CUTS.** The Department of Transportation, in response to the Governor's request for all agencies to submit budget reductions, is recommending that seventy-one projects totaling \$2.9 billion be deferred in fiscal year 2010/2011 due to abnormal cost increases. An additional \$550 million of projects have been deferred in the current Five Year plan because transportation revenue estimates were lower than projected.
 - **TRANSPORTATION BUDGET.** The Senate Transportation & Economic Development Appropriations subcommittee met on August 26 to hear budget proposals from state agencies under their purview. Chair Mike Fasano (R-New Port Richey) asked representatives of the Florida Department of Transportation if any part of their proposed \$79.6 million cut were trust funded monies. Upon receiving an affirmative response, he thanked the agency for its presentation and moved to the next agenda item. It is clear that the Senate will not support any raids of trust funds.

The House Economic Expansion & Infrastructure Council met on Wednesday, August 28 to hear budget proposals. Chair Dean Cannon (R-Winter Park) and the committee members asked FDOT Secretary Stephanie Kopelousas several questions regarding her prioritization of cuts. She responded that the recommended cuts were not within the Department's core mission. She noted that the County Incentive Grant Program, which provides grants to counties to improve transportation facilities on the State Highway

System, the Small County Outreach Program, which assists counties with populations of 150,000 or less in resurfacing or reconstructing country roads, and the Small County Road Assistance Program, which assists counties with populations of 75,000 or less with critical resurfacing needs on county roads, were not funded for several years. The Department's recommendation was to reduce the programs by slightly more than half of their current appropriations. This will result in projects being deferred or deleted. FDOT also recommended transferring the Orlando Orange County Expressway Authority operations and maintenance funding to OOCEA's long terms debt or rebate it back to the Department. Fortunately, no reductions were recommended for public transit.

Lena Juarez was present at both of these committee meetings.

- **COMMISSION ON THE TRANSPORTATION DISADVANTAGED.** The CTD met on August 29 in Tallahassee to discuss and vote on a new six month contract proposed by the Agency for Health Care. Unfortunately, the Commission was not able to vote on the revised contract due to a lack of quorum, but did hear public comments. The proposed contract for the January – June, 2008 period is for \$35,391,819 (which is \$1,319,434 less than one-half of the funding agreed to by the Legislature). Of this amount, \$10,667,599 has been reduced, or set aside, to be used for HMO NET services during this period. As a result, the coordinated system will have revenues of \$26,435,473. The CTD Chairman, JR Harding, has scheduled a telephone meeting and vote on the proposed contract for September 21. As a result of this reduction LYNX will experience an approximate 47% decrease in funding for TD trips.
- **COMMUTER RAIL.** The newly formed Central Florida Commuter Rail Commission held its first meeting on August 29. The meeting was organizational in nature. Orlando Mayor Buddy Dyer was elected chairman, while Orange County Mayor Richard Crotty was installed as vice chairman. Other members of the Commission are Seminole County Commission Chairman Carlton Henley (elected secretary); Volusia County Commission Chairman Frank Bruno, Jr. and Osceola County Commissioner Bill Lane. The Commission is scheduled to meet quarterly with the chairmanship rotating annually amongst the members. For the first seven years of operation, the Commission will meet in conjunction with the Florida Department of Transportation. After this initial period, the Commission will become independent and will operate the Central Florida Commuter Rail system.
- **ORANGE COUNTY CLIMATE CHANGE SUMMIT.** In conjunction with the Governor's recent summit on global warming, Orange County Mayor Rich Crotty announced an Orange County Climate Change Summit scheduled for September 25. Mayor Crotty will begin working on a strategy to place the County in the forefront of the worldwide movement to reduce greenhouse gases. Participants will explore the issues, opportunities and actions that can be taken by county government, other municipalities, businesses and citizens of Orange County to minimize the effects of global warming and increase energy efficiency and conservation.

- **RENEWABLE ENERGY GRANT PROGRAM.** The Florida Energy Office of the Department of Environmental Protection announced the availability of \$12.5 million in grants for projects that generate or utilize other renewable energy resources, including hydrogen, biomass, solar energy, geothermal energy, wind energy, ocean energy, waste heat and hydroelectric power. The deadline for proposals is October 18th at 5:00 PM.
- **HOUSE SPECIAL ELECTION.** The Governor has issued an executive order for a special election to fill House District 34's seat. The seat is being vacated by Representative David Meador, who is resigning his seat in October to pursue the vacant post of chancellor of the state's community-college system. The primary election is scheduled for October 9 and the general election is to be held on November 6.

FEDERAL

While little occurred in August on the legislative front, FTA did release its Fiscal Year 2007 discretionary monies at the end of the month. By way of background, in recent years, Congress has earmarked the bus purchase monies. However, Congress failed to enact the Fiscal Year 2007 appropriations bill before the elections last November. As you know, the elections brought the Democrats to power in both Houses of Congress. When the new Congress convened in January, one of the first things it had to do was pass the budget bill. To expedite the process, the leadership passed a bill to fund the entire government. That bill also deleted all the earmarks throughout the government. That meant that FTA got all the bus monies without earmarks. It would distribute the funds at its discretion. FTA had \$438 million to distribute.

FTA issued program guidelines in late spring directing transit agencies to apply for bus purchase funds. LYNX requested \$26 million. Congressman Mica and Congresswoman Brown wrote a letter of support for LYNX's application. Initial feedback from FTA was that LYNX wrote a strong application. As the time approached for FTA to release the funds, we again contacted Congressman Mica's and Congresswoman Brown's office to request that they call FTA one more time to support LYNX's request. It was expected that FTA would provide funds to a wide number of transit agencies to purchase new and replacement buses. That was what the FTA has always done in the past. However, the FTA decided not to fund bus purchases this year. Instead, all the funds were put into seven cities for congestion mitigation projects. For each of these projects, the cities had to have a comprehensive plan and matching local funds.

No city or transit agency, including LYNX, got bus replacement funds. The FTA broke with Congressional intent, and past practice by this new initiative. Many transit properties, like LYNX, that need bus purchase monies, were left stranded.

Given that Congress gave the money to FTA without strings, there is little that can be done to reverse the decision made by FTA.