

LYNX Board Agenda

Board Date: 4/27/2006

Time: 1:00 PM

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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 March 24, 2006 Board Meeting Minutes (pgs. 4-7)

3. Recognition












- LYNX recognizes Macon Hart for 33 years of service to LYNX and wishes him well on his retirement.

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 rescind Request for Proposal (RFP) No. 06-016, Operational Services for the Downtown Orlando LYMMO Service (pgs. 8-9)
- B.  Authorization to execute a Joint Participation Agreement (JPA) for TRIP Funding and a State Infrastructure Bank Loan Agreement with FDOT for the purchase of buses (pgs. 10-47)
 - Attachment    
- C.  Authorization for the Chief Executive Officer (CEO) to retire and sell surplus items as listed at a public auction. (pgs. 48-54)
 - Attachment 
- D.  Authorization to execute a second year contract extension to Spencer Fabrications (55)
- E.  Authorization to award a contract to Florida Detroit Diesel Allison for the purchase of thirteen (13) remanufactured Detroit Diesel series 50 engines (pgs. 57-58)
- F.  Authorization to award a contract to Cummins Power South for the purchase of twenty-three (23) factory remanufactured Cummins M-11 290E engines (pgs. 59-60)

7. Work Session






- A.  Presentation on the Comprehensive Operations Analysis (pgs. 61-78)
 - Presentation 

8. Other Business

9. Information Items

(For Review Purposes Only - No action required)

- I.  April Employee Travel (pgs. 79-80)
- II.  February 2006 Final Ridership Report (pgs. 81-84)
 - Attachment 
- III.  Monthly Financial Reports (pgs. 85-86)
 - Attachment 
- IV.  Marketing Department Report (pgs. 87-90)

- V.  Legislative Update (pgs. 91-92)
- VI.  Planning Division Report (pgs. 93-97)
- VII.  LYNX Operations Center Project Monthly Update (pgs. 98-100)
- Attachment 
- VIII.  Rail Updates (pgs. 101-102)

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: **March 24, 2006**

TIME: **1:00 p.m.**

Audit Committee Members in Attendance:	Not in Attendance:
Osceola County Commissioner Atlee Mercer, Chair	Seminole County Chair, Carlton Henley, Vice Chair
Orange County Commissioner, Homer Hartage	
FDOT District 5 Secretary, George Gilhooley	
City of Orlando, Mayor Buddy Dyer	

1. Call to Order and Pledge of Allegiance

LYNX Chairman, Atlee Mercer called the meeting to order at 1:00 p.m. and Commissioner Hartage led the Pledge of Allegiance.

2. Approval of Minutes

Commissioner Homer Hartage moved to approve the minutes of the February 23, 2006 Board meeting, Secretary George Gilhooley seconded and the motion passed unanimously.

3. Recognition

Peggy Gies recognized Albertsons as a community partner since 2003 and announced that Albertsons achieved \$1 million in ticket sales in 2005. LYNX' Business Relations department and ACCESS LYNX worked diligently to bring Albertsons on as the first retailer for ACCESS LYNX ticket sales, effective March 1, 2006. Shane McEntauffer and Walter Gill accepted the certificate for Albertsons.

Karen Small, Government Finance Office's Association, presented LYNX with a Certificate of Achievement for Excellence in Financial Reporting for the Comprehensive Annual Financial Report for the year-ended September 30, 2004. This is the 12th consecutive year LYNX has received this award.

4. Public Comments

Cheryl Stone, paratransit customer, thanked Linda Watson and LYNX for involving people in the community in the preparation of the RFP for a paratransit provider. Ms. Stone mentioned that these same individuals are behind LYNX in promoting dedicated funding to both the local and state government leaders.

Chuck Graham, paratransit customer, is hopeful that should LYNX receive new paratransit vehicles as part of the RFP for paratransit service, they not lose them after 4-5 years due to a contract change. Mr. Graham also requested that the advertising on these vehicles be extended to the public.

Nicole Hughes asked that LYNX please reinforce to the drivers that they use the automated system on the fixed route bus, or announce the stops. She indicated that on her way to the Board meeting today the bus she was on did not have the automated system.

Linda Watson said staff would look into this and will also follow-up with the driver.

5. Chief Executive Officer's Report

Linda Watson, CEO of LYNX, reported on the following items:

- During the February Board meeting, Chairman Mercer requested that LYNX conduct a financial and benefit analysis of LYNX joining the Florida Retirement System. Sylvia Mendez and Bert Francis are conducting the analysis. There will be a full report at the April meeting.
- LYNX' Veterans bus has received more acclaim for its tribute to Orlando veterans who have served our country through the various branches of the military. The USDOT, in cooperation with the White House Commission on Remembrance would like to dedicate a LYNX bus to veterans and their family members who have made the ultimate sacrifice for our freedom.
- Senator Gary Siplin has submitted a new bill to restructure the LYNX Board of Directors from the five current members to an eleven-member Board. It is highly unlikely that this bill will gain momentum, since it does not have a companion bill to move it on the House side.
- FTA has revised the apportionment of Section 5310, Job Access Reverse Commute, and New Freedom Program funding from discretionary to formula based under the SAFETEA-LU legislation. Based on this change, additional guidance has been provided beginning in FY2007, that requires LYNX as the Orlando Urbanized Area designated recipient of these funds to develop a Locally Developed Coordinated Human Services Transportation Plan (LDCHSTP) to be eligible for funding under these programs. An aspect of the plan is regional coordination, participation, and buy-in on projects funded through these programs. As such, the guidance requires LYNX as the Community Transportation Coordinator (CTC) to work with other local agencies to develop the projects for funding, processes for submitting projects, and selection criteria for project funding.

LYNX will be scheduling a meeting with private and non-profit transportation providers, government agencies, advocates, business community, and elected officials as required by the FTA guidance on April 13, 2006 to begin organizing the stakeholder group and developing the Plan to receive funding in FY2007. This meeting will be advertised in the Sentinel, on TransitTV, LYNX' website and through e-mail invite. The Board will be updated on these activities as LYNX will be coordinating with many local agencies and will also need elected official support for the plan to be successful.

- Just this past Tuesday, LYNX, in partnership with the City of Orlando's Keep Orlando Beautiful Program, launched a new initiative entitled the "Adopt-A-Stop" Program to remove excess litter from bus stops by soliciting individuals, civic and community organizations and employers as volunteers to clean selected bus stops. After one year, and an evaluation of the program's success, LYNX intends to expand the program to Orange, Osceola and Seminole counties.
- During the past two days, members of the Board and members of the Orlando, Seminole and Osceola Chambers met with a number of Legislators during the annual Tallahassee Fly-In. In addition to all the functions that were coordinated through the three Chambers, LYNX staff met Majority Leader Andy Gardiner, Representative Randy Johnson who was responsible for getting the Growth Management Bill passed during the last session, Sherri McInvale, who has a member request for additional alternative fuel buses, and Representative Don Davis, Appropriations, who can insure in the appropriations process that LYNX projects have a placeholder.
 - A. Chairman Mercer indicated that the reception LYNX receives today in Tallahassee compared to four years ago is astounding. J. Marsh McLawhorn, Chief Government Relations Officer, is making an impact in Tallahassee, as well as Linda Watson who is extremely well received in Tallahassee.
- Brian Martin, Media Relations, is leaving LYNX. He has accepted an offer with Broad & Cassis.
- Richard Solimano, Sr. Contract Administrator, is leaving to be the Manager of Contracts for Lakeland Area Mass Transit.

6. Consent Agenda

- A. **Authorization to implement changes to the LYNX Pay Plan effective January 2006**
- B. **Authorization for the Chief Executive Officer (CEO) to award a contract to GFI Genfare (GFI) as a sole source purchase of vault equipment and other fare collection support products for the LYNX Operation Center (LOC)**
- C. **Acceptance by the LYNX Board of Directors of the results of the FY2004-2005 year-end financial audit**
- D. **Authorization for the Chief Executive Officer (CEO) or designee to execute Memorandum(s) of Understanding (MOU) for the LYNX Adopt-A-Stop program and Litter Removal Agreements with program participants**

Motion: Mayor Buddy Dyer moved to approve all consent items, Commissioner Hartage seconded and the motion passed unanimously.

7. Work Session

Nicole Barber, Florida Department of Environmental Protection (FDEP), provided an overview of the hydrogen vehicle demonstration project. FDEP, through the Florida Energy Office will be the project coordinator and the source of funding for the project. Ford Motor Company will provide the support structure which includes a fueling station. The project is scheduled to begin later this year and will last 24 to 36 months.

LYNX is one of four agencies in the area involved in the project. Orange County and the Orlando International Airport are also involved. The project provides four nine-passenger

vehicles. The Florida Department of Environmental Protection, with the exception of insurance and routine maintenance, will cover all costs associated with the project, including fuel. LYNX will receive four vehicles, Orange County will get two vehicles to be used around the convention center, and the Orlando International Airport will use two vehicles to shuttle visitors and employees to satellite parking around the airport.

All of the end-users will fuel, initially, at a fueling facility built by Chevron Texaco. The fueling station will be located near the Orlando International Airport.

Greenway Ford will provide the maintenance on all the vehicles. The partnership with Ford and the FDEP will provide all the warranty work and hydrogen system work on the vehicle. Greenway Ford is upgrading their facility to be able to work on the vehicles. Additionally, they will have a small amount of hydrogen on-site for refueling.

Chairman Mercer would be very interested in the possibility of a hydrogen station at the LYNX Operation Center due to the limited range of these vehicles.

Ms. Barber explained that FDEP cannot purchase land to build fueling facilities so if LYNX has land available that would be very exciting.

9. Other Business

Meeting adjourned at 1:45 p.m.

Consent Agenda Item #6.A

To: LYNX Board of Directors

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

Phone: 407.841.2279 ext: 3017

Item Name: Authorization to rescind Request for Proposal (RFP) No. 06-016,
Operational Services for the Downtown Orlando LYMMO Service

Date: 4/27/2006

ACTION REQUESTED:

Staff is seeking authorization to rescind Request for Proposal (RFP) No. 06-016 Operational Services for Downtown Orlando LYMMO Services. The purpose of rescinding the RFP is due to the lack of savings recognized by outsourcing to a private provider.

BACKGROUND:

At the July 2005 Board of Directors' meeting, staff was authorized to issue a request for proposal (RFP) to potentially outsource LYNX' downtown shuttle known as "LYMMO". The Board authorized the releasing of the RFP to select a private provider that would perform high quality service at a more cost-effective rate. In turn, the recognized savings could be used to expand the service corridor as envisioned by the City of Orlando and the Downtown Development Board (DDB).

A request for proposal (RFP) was issued in November 2005, with approximately eleven providers receiving a direct notification of the RFP. On January 16, 2006, proposals were received from two vendors, First Transit of Cincinnati, Ohio and Florida Transit of Orlando, Florida.

A four-member Source Evaluation Committee (SEC) consisting of Roger Neiswender, Director of Transportation for the City of Orlando, Samuel Venerro, Manager of Parking for the City of Orlando, Lisa Darnall, Chief Operating Officer for LYNX, and Joe Cheney, Deputy Chief of Operations (Maintenance) for LYNX reviewed, evaluated and ranked the two proposals. The proposals were ranked in the following order.

1. First Transit
2. Florida Transit

While both agencies demonstrated relevant experience in providing the requested services, First Transit established themselves to be more suitable since it is an agency that has been in place for more than seventeen years (50-years including predecessors), whereas, Florida Transit is a newly created organization that has three providers involved in a very limited (7-peak vehicle) operation. In addition, First Transit demonstrated more significant experience in maintaining alternative fuel vehicles, i.e., compressed natural gas, and had a better approach to vehicle maintenance.

After ranking the proposals, the SEC analyzed the first ranked proposal against the existing LYNX cost analysis. It was determined that the highest ranked proposal (First Transit) was not cost effective to outsource the service.

	First Transit	LYNX	Difference
Operations Only	\$8,083,900	\$7,811,227	\$272,673
Operations and Capital	\$8,665,579	\$7,825,662	\$839,917

Also, the SEC had additional concerns with the response to the proposals. First, cost proposals included wages for vehicle operators that were significantly low. In the opinion of the SEC, low wages would not attract the type of ambassador sought for the LYMMO service. Additionally, such low wages would not be suitable to retain vehicle operators and would likely result in constant turnover. Second, the City of Orlando routinely requests additional services along the LYMMO route during special events at the Bob Carr and TD Waterhouse. The RFP highlighted the fact that LYNX is requested to provide nearly 800 hour of additional service during the evening hours. The respondents did not provide a sufficient plan to address the additional vehicle requirements that would be needed to achieve the comparable service the City currently receives.

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

N/A

FISCAL IMPACT:

N/A

Consent Agenda Item #6.B

To: LYNX Board of Directors

From: Bert Francis II
CHIEF FINANCIAL OFFICER
Jennifer Clements
(Technical Contact)

Phone: 407.841.2279 ext: 3047

Item Name: Authorization to execute a Joint Participation Agreement (JPA) for TRIP Funding and a State Infrastructure Bank Loan Agreement with FDOT for the purchase of buses

Date: 4/27/2006

ACTION REQUESTED:

Authorization by the LYNX Board of Directors for the Chief Executive Officer (CEO) or designee to execute a Joint Participation Agreement (JPA) with FDOT in the amount of \$2.64M from the Transportation Regional Incentive Program (TRIP) for the purchase of 16 buses.

Additionally, an authorization by the LYNX Board of Directors for the Chief Executive Officer (CEO) or designee to execute a State Infrastructure Bank (SIB) Loan Agreement in the amount of \$7.14M, of which \$2.64M comprise the 50% match for the TRIP funded buses and the balance of \$4.5M will be for future drawdown subject to availability of future state grants for buses requiring 50% match.

BACKGROUND:

On January 30, 2006, LYNX was awarded \$2.64 million in Florida Department of Transportation (FDOT) TRIP funds for new buses to be utilized for expanded services in Lake and Orange Counties. TRIP funds are funded through Florida SB 360 as part of a major initiative to improve growth management planning and funding. The TRIP funds will provide 50% of project costs and the balance will come from the SIB loan.

The TRIP and SIB funds will enable LYNX to purchase 16 additional buses, 11 of which are to provide services as approved under FDOT's FY07 Service Development Grants awarded for the Clermont Express, Link 55 Extension, and Alafaya Circulator. Additional future service would include 5 buses for another Downtown Disney Direct route and enhancements to Link 30 Colonial Drive Crosstown.

LYNX was authorized by the LYNX Board in August 2005 to apply for a SIB Loan as the 50% match for TRIP funds. In November 2005, FDOT released its SIB awards and LYNX

successfully received an award in the amount of \$ 7.14M. The SIB amount is higher than the \$2.64M necessary to match the available TRIP funding. However, LYNX anticipates near term opportunity to leverage the SIB funds as future match when additional funds become available under future TRIP or Strategic Intermodal System (SIS) funding. LYNX will be negotiating with FDOT on a disbursement schedule based on the partial drawdown necessary to complete the initial TRIP project for buses and future drawdowns for the balance of \$4.5M. Staff will apprise the Board on future utilization of the remaining SIB funds in conjunction with other funding sources.

For non-FDOT applicants that received awards under the SIB Program, LYNX had the lowest interest rate at 1%, payable in 5 years at an annual repayment of approximately \$1.47 million. Repayment of the SIB loan will commence the next fiscal year after project completion and interest is deferred until after the first repayment due date, October 2008. For TRIP funded projects, the repayment source for the SIB loan will be non-federal funds such as program income or direct pass-through of local funds. LYNX is currently pursuing a minor change in SB 360 language on TRIP section 339.2819 (2), Florida Statutes, to allow 'XU' or federal transportation funds for urbanized areas, as eligible match to TRIP funds, consistent with the current eligibility allowed for roadway projects.

Attached are two Authorizing Resolutions and copies of the JPA and the SIB Loan Agreement.

FISCAL IMPACT:

A combination of TRIP and SIB funds will allow LYNX to purchase 16 new buses for Service Development projects in Lake and Orange Counties and reduces demands on direct utilization of federal formula funds for bus acquisition.

The availability of \$4.50 M additional SIB funds gives LYNX the flexibility to aggressively pursue other FDOT programs that allow SIB funds as the 50% match. The SIB funds will be scheduled for future drawdown subject to LYNX securing other state funding.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION
JOINT PARTICIPATION AGREEMENT

Financial Project No.: <u>421139-1-94-02</u> (item-segment-phase-sequence)	Fund: <u>010</u> Function: <u>683</u> Federal No.: <u>N/A</u> DUNS No.: <u>80-939-7102</u>	FLAIR Approp.: <u>088809</u> FLAIR Obj.: <u>750098</u> Org. Code: <u>55052000531</u> Vendor No.: <u>F592-982-959-003</u>
Contract No.: _____		Catalog of Federal Domestic Assistance Number: <u>N/A</u> Catalog of State Financial Assistance Number: <u>55014</u>

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, LYNX
455 North Garland Avenue, 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 February 28, 2007 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 341.053 and pursuant to 339.2819, 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

by means of the Transportation Regional Incentive Program as authorized by 339.2819, Florida Statutes, for the purchase of sixteen buses for the expansion of the LYNX bus system based on the Agency's TRIP request. The Department agrees to reimburse LYNX an amount as specified in Paragraph 4.00 for allowable incurred project costs in the Department's Fiscal Year 2007 contingent upon appropriation.

and as further described in Exhibit(s) A, B, C and 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 \$ 5,280,000. 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 \$ 2,640,000 not to exceed 50 % of the total project cost as detailed in Exhibit "B".

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: 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.

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 Section 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.

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

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 grievances 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: Neither the Agency nor any of its contractors or their subcontractors shall enter into any contract, subcontract, or arrangement in connection with the project or any property included or planned to be included in the project, in which any member, officer, or employee of the Agency during his tenure or for two years thereafter has any interest, direct or indirect. If any such present or former member, officer, or employee involuntarily acquires or had acquired prior to the beginning of his tenure any such interest, and if such interest is immediately disclosed to the Agency, the Agency with prior approval of the Department, may waive the prohibition contained in this subsection: Provided, that any such present member, officer or employee shall not participate in any action by the Agency relating to such contract, subcontract, or arrangement. The Agency shall insert in all contracts entered into in connection with the project or any property included or planned to be included in any project, and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer, or employee of the Agency during his tenure or for two years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

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

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.

13.70 The Agency agrees to report any grievances filed under this section to the Department within 30 days of receipt of the Agreement.

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 February 28, 2007. 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 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. 421139-1-94-02

Contract No. _____

Agreement Date _____

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

AGENCY

FDOT

Central Florida Regional Transportation Auth.
AGENCY NAME

See attached Encumbrance Form for date of Funding
Approval by Comptroller

SIGNATORY (PRINTED OR TYPED)

LEGAL REVIEW
DEPARTMENT OF TRANSPORTATION

SIGNATURE

DEPARTMENT OF TRANSPORTATION

TITLE

District 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 the Central Florida Regional Transportation Authority, d/b/a LYNX, 455 North Garland Avenue, Orlando, FL 32801 dated, _____

PROJECT LOCATION:

Central Florida Regional Transportation Authority
d/b/a LYNX
455 North Garland Avenue
Orlando, FL 32801

Ms. Linda Watson
Executive Director
407/841-2279

PROJECT DESCRIPTION:

This project is for the purchase of sixteen buses for the expansion of the LYNX bus system based on the Agency's TRIP request.

SPECIAL CONSIDERATIONS BY AGENCY:

N/A

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 North Garland Avenue, Orlando, FL 32801 , dated _____.

I. PROJECT COST:			
Purchase of 16 buses			\$5,280,000.00
<hr/>			
TOTAL PROJECT COST:			\$5,280,000.00
II. PARTICIPATION:			
Maximum Federal Participation			
FTA, FAA	(%)	or	\$
Agency Participation			
In-Kind	(%)		\$
Cash	(%)	or	\$
Other	(50%)		\$2,640,000.00*
Maximum Department Participation,			
Primary			
(DS) (DDR) (DIM) (PORT) (TRIP)	(50%)	or	\$2,640,000.00
Federal Reimbursable (DU) (FRA) (DETA)	(%)	or	\$
Local Reimbursable (DL)	(%)	or	\$
<hr/>			
TOTAL PROJECT COST			\$5,280,000.00

*Represents SIB Loan #421139-1-94-01 proceeds to be repaid by LYNX with fare box revenues and all other local funding sources of LYNX.

**The TRIP funds are programmed in Fiscal Year 2007 of the Department's adopted work program but have not been appropriated. The Department agrees to reimburse LYNX for allowable incurred project costs up to the maximum participation amount in the Department's Fiscal Year 2007 contingent upon appropriation.

EXHIBIT "C"
(GENERAL - with Safety Requirements)

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 North Garland Avenue, Orlando, FL 32801, dated _____.

JPA MODIFICATION

The parties further agree as follows:

1. The Transportation Regional Incentive Program was created by Fla. Stat. 339.2819 to provide funds to improve regionally significant transportation facilities in “regional transportation areas” pursuant to Fla. Stat 339.155 (5) and that the AGENCY has certified to the DEPARTMENT that it has met the eligibility requirements of Fla. Stat. 339.2819 for the purposes set forth herein.
2. The Central Florida MPO Alliance formed pursuant to Fla. Stat. 339.155 (5)(c)., acting as a designated regional partnership under Fla. Stat 339.155 (5)(c) and formed by an interlocal agreement, designated _____ (enter the name of the facility on which TRIP funds are being used for this project.) as a regional facility by resolution, a copy of which is incorporated into this agreement and attached hereto as Exhibit “ ”.
3. The DEPARTMENT is willing to provide the AGENCY with financial assistance under Financial Project No. 421139-1-94-02 hereafter referred to as the “PROJECT,” in accordance with Fla. Stat. 339.2819.
4. The AGENCY by Resolution No. _____ dated the ____ day of (month), (year), a copy of which is attached hereto and made a part hereof, has authorized the Chairman of its Board of Commissioners or designee to enter into this Agreement.
5. Delete subparagraph 4.10 [c] in its entirety.
6. 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.”
7. 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.”
8. Delete paragraphs 12.10 and 12.20 in their entirety and replace it 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.” Florida Counsel for the Agency shall provide written certification to the

Department of the Agency's compliance with Chapter 287, prior to request for reimbursement.

9. The Agency is required to comply with the Department's Procedure Topic No. 725-030-025. As a minimum, all vehicles purchased with this Agreement will list the Department as First Lien Holder. Automobile insurance with comprehensive, collision and liability coverages will be purchased naming the Department as additional insured and loss payee. A copy of the Request for Certificate of Title and Certificate of Insurance for each vehicle purchased will be submitted along with the invoices for reimbursement of Department's participation.
10. Safety Requirements: Bus Transit System - In accordance with Florida Statute 341.061, and Rule Chapter 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 Program Plan pursuant to Rule Chapter 14-90 and has performed annual safety inspections of all buses operated.

EXHIBIT "D"
PROJECT AUDIT REQUIREMENTS

The administration of resources awarded by the Department to **Central Florida Regional Transportation Authority, d/b/a LYNX** may be subject to audits and/or monitoring by the Department, as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (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, as revised, and/or other procedures. By entering into this agreement, the recipient 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 recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department staff to **Central Florida Regional Transportation Authority, d/b/a LYNX** regarding such audit. **Central Florida Regional Transportation Authority, d/b/a LYNX** further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the FDOT's Office of Inspector General (OIG) and Florida's Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

Recipients of federal funds (i.e. state, local government, or non-profit organizations as defined in OMB Circular A-133, as revised) are to have audits done annually using the following criteria:

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 1 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, as revised.
3. If the recipient expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. However, if the recipient elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient 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

Recipients of state funds (i.e. a nonstate entity as defined by Section 215.97(2)(l), Florida Statutes) are to have audits done annually using the following criteria:

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 1 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)(d), Florida Statutes, and Chapters 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 \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. However, if the recipient elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State 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

The recipient 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.

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 FDOT, the Department of Financial Services, 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 PART I of this agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, 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
Attn: Richard Grooms – Audit Analyst
719 South Woodland Blvd., MS-522
DeLand, FL 32720
 - B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at 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, as revised.

2. In the event that a copy of the reporting package for an audit required by PART I of this agreement and conducted in accordance with OMB Circular A-133, as revised, is not required to be submitted to the Department for reasons pursuant to section .320 (e)(2), OMB Circular A-133, as revised, 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
Attn: Richard Grooms – Audit Analyst
719 South Woodland Blvd., MS-522
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, as revised, and any management letters issued by the auditor, to the Department at each of the following addresses:

Florida Department of Transportation
Attn: Richard Grooms – Audit Analyst
719 South Woodland Blvd., MS-522
DeLand, FL 32720

3. Copies of financial reporting packages required by 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
Attn: Richard Grooms – Audit Analyst
719 South Woodland Blvd., MS-522
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 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
Attn: Richard Grooms – Audit Analyst
719 South Woodland Blvd., MS-522
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, Florida Statutes, and Chapters 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 recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

1. The recipient 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, CFO, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department, or its designee, 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.

EXHIBIT – 1

FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

NOTE: If the resources awarded to the recipient represent more than one Federal program, provide the same information shown below for each Federal program and show total Federal resources awarded.

Federal Program (*list Federal agency, Catalog of Federal Domestic Assistance title and number*) - \$ (*amount*)

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

NOTE: If the resources awarded to the recipient represent more than one Federal program, list applicable compliance requirements for each Federal program in the same manner as shown below.

Federal Program:

List applicable compliance requirements as follows:

1. *First applicable compliance requirement (e.g., what services/purposes resources must be used for).*
2. *Second applicable compliance requirement (e.g., eligibility requirements for recipients of the resources).*
3. *Etc.*

NOTE: Instead of listing the specific compliance requirements as shown above, the State awarding agency may elect to use language that requires the recipient to comply with the requirements of applicable provisions of specific laws, rules, regulations, etc. For example, for Federal Program 1, the language may state that the recipient must comply with a specific law(s), rule(s), or regulation(s) that pertains to how the awarded resources must be used or how eligibility determinations are to be made. The State awarding agency, if practical, may want to attach a copy of the specific law, rule, or regulation referred to.

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

MATCHING RESOURCES FOR FEDERAL PROGRAMS:

NOTE: If the resources awarded to the recipient for matching represent more than one Federal program, provide the same information shown below for each Federal program and show total State resources awarded for matching.

Federal Program (*list Federal agency, Catalog of Federal Domestic Assistance title and number*) - \$ (*amount*)

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

NOTE: If the resources awarded to the recipient represent more than one State project, provide the same information shown below for each State project and show total state financial assistance awarded that is subject to Section 215.97, Florida Statutes.

State Project (*list State awarding agency, Catalog of State Financial Assistance title and number*) - \$ (*amount*)

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

NOTE: List applicable compliance requirements in the same manner as illustrated above for Federal resources. For matching resources provided by the Department for Federal programs, the requirements might be similar to the requirements for the applicable Federal programs. Also, to the extent that different requirements pertain to different amounts of the non-Federal resources, there may be more than one grouping (i.e., 1, 2, 3, etc.) listed under this category.

NOTE: Section .400(d) of OMB Circular A-133, as revised, and Section 215.97(5)(a), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the recipient.

CFRTA RESOLUTION 06- 0002

A RESOLUTION OF THE CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY; AUTHORIZATION FOR THE CHIEF EXECUTIVE OFFICER TO EXECUTE A STATE INFRASTRUCTURE BANK (SIB) LOAN AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE PURCHASE OF BUSES.

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 State Infrastructure Bank (SIB) Loan Agreement with the Florida Department of Transportation (FDOT);

WHEREAS, the Federal-funded State Infrastructure Bank pilot program was authorized by the Transportation Equity Act for the 21st Century Act of 1999 and the State of Florida was designated as a pilot state for the program;

WHEREAS, by and in accordance with the provisions of Sections 339.08(2)(d),(g),(h) and 339.55 Florida Statutes, FDOT is authorized, to advance from the State Infrastructure Bank, such funds necessary and desirable in the judgment of FDOT to conduct public transportation projects;

WHEREAS, this BOARD has the authority to authorize the execution of a State Infrastructure (SIB) Loan Agreement, pursuant to a SIB award made by the Florida Department of Transportation.

NOW THEREFORE, BE IT RESOLVED THAT:

1. The BOARD has the authority to authorize the execution of a SIB Loan Agreement with the Florida Department of Transportation.
2. The BOARD authorizes the Chief Executive Officer (CEO) to execute a SIB Loan Agreement with the Florida Department of Transportation in the amount of \$7,140,000.
3. That the above authorization shall be continuing in nature until revoked by the Chairman of the Governing Board.

APPROVED AND ADOPTED this 27th day of April 2006, by the Governing Board of the Central Florida Regional Transportation Authority.

CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY

By: _____
Chairman

Attest:

Assistant Secretary

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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

STATE INFRASTRUCTURE BANK
LOAN AGREEMENT

Table with 3 columns: Financial Project Number, Fund, Budget Appropriation Code, CFDA Number, Function, Object Code, DUNS, Federal Number, Organization Code, Contract Number, Vendor ID Number.

THIS AGREEMENT, made and entered into this ___ day of ___, 2006 by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida, hereinafter referred to as the Department, and CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY (LYNX) hereinafter referred to as the Agency.

WITNESSETH:

WHEREAS, the Federal-funded State Infrastructure Bank pilot program was authorized by the Transportation Equity Act for the 21st Century Act of 1999 and the State of Florida was designated as a pilot state for the program; and

WHEREAS, by and in accordance with the provisions of Sections 339.08(2)(d),(g),(h) and 339.55 Florida Statutes, the Department is authorized, upon the request of an agency or agencies that desire to undertake highway or public transportation projects in a county or combination of contiguous counties, to advance from the State Infrastructure Bank, hereinafter referred to as "SIB," such moneys necessary and desirable in the judgment of the Department to conduct highway or public transportation projects; and

WHEREAS, the Agency has made an application for a SIB loan and has provided a detailed Finance Plan for the Project, and the Department has determined that such Project meets all the requirements for the loan.

NOW, THEREFORE, in consideration of the Department loaning money to the Agency from the SIB account, in the principal amount and pursuant to the covenants hereinafter set forth, it is agreed as follows:

1.00 Purpose of Loan Agreement: The purpose of this Agreement is to state the terms and conditions upon which a loan from the SIB account will be made to the Agency; establish an amount of the SIB loan, not to exceed \$7,140,000; establish a loan disbursement schedule; establish a schedule for repayments to the SIB account; and identify revenue sources pledged for the repayment to the SIB.

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, with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions herein, and all applicable laws.

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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 required 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, all such actions prior to disbursement of funds.

2.30 Funds of the Agency: The Agency shall initiate and prosecute to completion all proceedings necessary, including SIB program requirements, to enable the Agency to provide the funds for repayment to the Department.

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.

3.00 State Infrastructure Bank Funding: The Agency has requested the Department to loan to the Agency an amount not to exceed \$7,140,000 from the SIB to be used for the project as identified in Exhibit "A." The loan will be made in accordance with the terms of the note attached hereto as Exhibit "B." The terms and conditions of said note are incorporated herein and shall be considered as a part hereof.

4.00 Pledge and Assignment of Funding Source: The source of funds for repayment of the money loaned to Agency, in accord with the terms of this Agreement and of the note (Exhibit "B"), shall be directly generated or local funds for TRIP projects and FTA 5307 funds for non-TRIP projects (Dedicated Funds). The Agency hereby dedicates said funds for the purpose of payment of the funds due the Department. The Agency shall not take any action with respect to the dedicated source of funds that would be inconsistent with this dedication. Additionally, in the event of a material default by the Agency, the Agency hereby assigns to the Department the right to receive the dedicated funds to the extent necessary to pay the full monetary obligation imposed by the note (Exhibit "B").

5.00 Loan Disbursements and Repayment Provisions:

5.10 Loan Disbursements: Disbursements from the SIB shall not exceed \$7,140,000 and shall be made in accordance with the terms of the note Exhibit "B" and as described in Exhibit "C."

5.20 Repayment Provisions: Repayments to the Department shall be consistent with the terms of the note, Exhibit "B" and as described in Exhibit "C."

5.30 Committed Funds for Repayment: The Agency commits to use the following funding sources to fund the payment obligations of the note: (1) Directly generated , (2) Local Funds, (3) FTA 5307 funds for non-TRIP projects. If any of the sources included herein are funded through a bond issue, then said bonds shall maintain a BBB or higher bond rating (from a nationally recognized bond rating agency.) If additional indebtedness is anticipated, with any of the moneys or revenues dedicated for SIB repayments pledged as security for such indebtedness requirements, provisions as to the lien in favor of the Department shall be included in the flow of funds of the Trust Indenture or Bond Resolution as follows:

"The balance of moneys or revenue pledged as security after the payment of debt service requirements, administrative, operation and maintenance expenses, and normal preservation costs shall be transferred to the Department as repayment of the SIB loan on a mutually agreeable schedule. Prior to the issuance of additional indebtedness the Agency (Loan Recipient) will provide the Department with revenue estimates from a nationally recognized independent consultant that supports the funding to meet the existing and

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planned obligations in the flow of funds including repayments to the SIB in accordance with the schedule defined by the SIB loan agreement. The Department shall provide a certificate of compliance and agreement necessary to issue future indebtedness based on estimated revenues meeting the SIB repayment schedule.”

In the event that anticipated committed revenues are shown by the Agency’s annual budget to be insufficient to make the required loan payment(s) identified in Exhibit “C,” the Agency shall include in such budget other legally available funds which will be sufficient, together with the committed revenues, to make the loan payment(s).

6.00 Accounting Records:

6.10 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 five years after final payment is made.

6.20 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 disbursements received from the Department’s SIB account pursuant to this Agreement and all other funds provided for or otherwise received on account of the project 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.

6.30 Costs Incurred for the Project: The Agency shall utilize the SIB disbursements to support 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.

6.40 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.

6.50 Checks, Orders, and Vouchers: Any check or order drawn by the Agency with respect to any item which is or will be supported by the SIB loan must be supported with a properly signed voucher 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.

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6.60 Audit Reports: The administration of resources awarded by the Department to the Agency may be subject to audits and/or monitoring by the Department, as described in this section. For further guidance, see the Executive Office of the Governor website, which can be found at: www.fssa.state.fl.us. Recipients of federal funds (i.e. state, local government, or non-profit organizations as defined in OMB Circular A-133, as revised) are to have audits done annually using the following criteria:

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. 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 these requirements.

The recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

If the recipient expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the recipient expends less than \$500,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).

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.

The recipient 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.

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 independent audit work papers shall be given to the Department, the 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.

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

The Department at the following addresses:

Florida Department of Transportation
SIB Program Manager
Office of Financial Development
605 Suwannee Street, MS #7
Tallahassee, FL 32399-0450

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The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

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

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

In the event that a copy of the reporting package for an audit required by this agreement and conducted in accordance with OMB Circular A-133, as revised, is not required to be submitted to the Department for reasons pursuant to section .320 (e)(2), OMB Circular A-133, as revised, 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. 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, as revised, and any management letters issued by the auditor, to the Department at the following addresses:

Florida Department of Transportation
SIB Program Manager
Office of Financial Development
605 Suwannee Street, MS #7
Tallahassee, FL 32399-0450

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, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

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 recipient in correspondence accompanying the reporting package.

6.70 Progress Reports: The Agency shall provide to the Department's Office of Financial Development semi-annual progress reports on "program and financial activities" that occur each year. The report will be signed or submitted electronically in accordance with Chapter 668, Florida Statutes, by an individual authorized by the governing board of the Agency. The following program information shall be included: program accomplishments (specific action taken to implement approved objectives/activities) and percent of accomplishments for each in terms of percentage completed; problems delaying implementation; and revised project schedule if activities are not conforming to approved project schedules as contained in the application. The following financial information shall be included: beginning fund balance; amount of expenditures; ending fund balance; interest earned to date; and the amount and percent of funds being contributed to the Project from other sources. The semi-annual progress report is on the SIB website at www.dot.state.fl.us/financialplanning/finance/sib.htm.

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6.80 Monitoring: In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised, 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, as revised, and/or other procedures. By entering into this agreement, the recipient 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 recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department regarding such audit. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

6.90 Record Retention: The recipient 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 state CFO or Auditor General access to such records upon request. The recipient shall ensure that the independent audit working papers are made available to the Department, or its designee, the state 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.

7.00 Insurance: Execution of this 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 at least until the note has been paid in full. 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.

8.00 The Department's Obligations: Subject to the other provisions contained herein, the Department will provide a loan to the Agency from the SIB to support the project in Exhibit "A

8.10 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 paragraphs 9.10 (a)-(f) 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. The Department may elect, by written notice, to terminate this agreement if:

(a) 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;

(b) Litigation: There is 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,

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or payments to the project;

(c) 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 in writing by the Department that same are approved;

(d) Conflict of Interests: There has been any violation of the conflict of interest provisions contained herein;

(e) Default: The Agency has been determined by the Department to be in default under any of the provisions of the Agreement; or

(f) Federal Participation: 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 shall have contingency plans if the federal funds were pledged for reimbursement to the SIB account.

9.11 Action Subsequent to Notice of Termination or Suspension. Upon receipt of a 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 loan is based; (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) continue to repay the Department according to the provisions of the Note. The termination or suspension shall be carried out on the basis of terms and conditions imposed by the Department. The closing out of federal financial participation in the project or the reduction or elimination of local support for this project shall not constitute a waiver of the repayment obligation of the Note.

9.12 Public Access. 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, Florida Statutes and made or received in conjunction with this Agreement.

9.13 Acceleration of Maturity in Event of Default: If a default has occurred the Department may, by written notice delivered to the Agency, declare all repayments to the Department to become immediately due and payable as if all such amounts were originally stipulated to be paid on the accelerated payment date.

10.00 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.

11.00 Contracts of the Agency:

11.10 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 for the procurement of consultant services, or 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

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paragraph 9.10. 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. The loan from the SIB does not constitute a commitment, guarantee, or obligation on the part of the United States to any third party, nor shall any third party have any right against the United States for payment solely by virtue of the contributions of Federal funds into the Florida SIB.

11.20 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, Florida Statutes, Consultants Competitive Negotiation Act. The Agency's Attorney shall certify to the Department that selection has been accomplished in compliance with the Consultant's Competitive Negotiation Act.

12.00 Miscellaneous Provisions:

12.10 Environmental Pollution: Execution of this 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.

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

12.30 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.

12.40 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.

12.50 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 loan established hereunder.

12.60 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.

12.70 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.

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12.71 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.

12.80 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.

12.90 Sovereign Immunity: Each party hereto agrees that it shall be solely responsible for the wrongful acts of its employees, contractors and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity under Section 768.28, Florida Statutes.

13.00 Project Completion, Agency Certification: Upon completion of the project, the Agency will certify in writing that the project was completed in accordance with applicable plans and specifications and that the project is accepted by the Agency as suitable for the intended purpose.

14.00 Appropriation of Funds:

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

14.20 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), Florida Statutes, 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."

14.30 Expiration of Agreement: The Agency agrees to complete the project on or before August 31, 2008. 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 Secretary. Expiration of this agreement will be considered termination of the project, but shall in no way be interpreted to relieve the Agency of their indebtedness to the Department and the obligation to repay under the terms of Exhibits "B" and "C."

15.00 Department's Right to Pledge Repayments: The Agency must submit repayments to the Department pursuant to the schedule provided in Exhibit "C." The Department retains the right to pledge such repayments to the SIB account as a security for the payment of debt service requirements of prospective bond issuance without requiring the approval of the Agency. The Department shall ensure that such pledge of repayments will have no impact on the proposed schedule of repayments attached as Exhibit "C."

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15.10 Deferral of Payments: Due to extraordinary circumstances, the DOT may agree, by amendment to this SIB Loan Agreement, to defer a particular payment. The Agency agrees to pay interest at a rate established pursuant to Section 55.03 Florida Statutes, on any deferred payments until that payment is made.

16.00 No Penalty for Early Repayment: If the Agency elects to submit repayments to the Department earlier than the schedule provided in Exhibit "C," there shall be no penalty to the Agency.

17.00 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.

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

19.00 Restrictions on Lobbying: No funds received pursuant to this contract may be expended for lobbying the Legislature or a state agency.

20.00 Public Entity Crime: Pursuant to 287.133(3)(a) F.S. the following is applicable to this agreement. 287.133(2)(a) "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 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

21.00 Discriminatory Vendor: Pursuant to 287.134(2)(a) F.S. the following is applicable to this agreement. 287.134(2)(a) "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."

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

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

DISTRICT SECRETARY for (District 5)

LEGAL REVIEW

CENTRAL FLORIDA REGIONAL TRANSPORTATIO AUTHORITY (LYNX)

(NAME AND TITLE)

(ATTORNEY NAME AND TITLE)

ATTEST

SEAL OF AGENCY

DRAFT

EXHIBIT "A" PROJECT DESCRIPTION AND RESPONSIBILITIES

PROJECT NAME:

LYNX Services Expansion/ Enhancement Program

PROJECT LOCATION:

Orange, Seminole, Osceola, Polk , Lake Counties

PROJECT DESCRIPTION:

Revenue vehicle acquisition is essential to the continued smooth operation of present services, and is a prerequisite for service expansion. The additional service hours required to meet future travel demand during the next ten years cannot be provided without additional vehicles.

To keep up with the demand for increased level of transit services experienced over the last ten years, LYNX must increase the current level of vehicle procurements during the next ten years. The SIB loan will be utilized for the acquisition of rolling stock, including paratransit vehicles.

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EXHIBIT "C" DISBURSEMENT AND REPAYMENT SCHEDULE

Central Florida Regional Transportation Authority (LYNX) Services Expansion/Enhancement Program									
Fiscal Year	Date	Beginning Balance	Estimated/Actual Disbursement	Interest Accrued at 1.0%	Balance Including Interest	Repayment to Principal	Repayment to Interest	Total Repayment	Ending Balance
2006/07	10/1/2006	\$0.00	\$7,140,000.00	\$0.00	\$7,140,000.00	\$0.00	\$0.00	\$0.00	\$7,140,000.00
2007/08	10/1/2007	\$7,140,000.00	\$0.00	\$0.00	\$7,140,000.00	\$1,470,835.00	\$0.00	\$1,470,835.00	\$5,669,165.00
2008/09	10/1/2008	\$5,669,165.00	\$0.00	\$0.00	\$5,669,165.00	\$1,470,835.00	\$0.00	\$1,470,835.00	\$4,198,330.00
2009/10	10/1/2009	\$4,198,330.00	\$0.00	\$41,983.30	\$4,240,313.30	\$1,428,851.70	\$41,983.30	\$1,470,835.00	\$2,769,478.30
2010/11	10/1/2010	\$2,769,478.30	\$0.00	\$27,694.78	\$2,797,173.08	\$1,443,140.22	\$27,694.78	\$1,470,835.00	\$1,326,338.08
2011/12	10/1/2011	\$1,326,338.08	\$0.00	\$13,263.38	\$1,339,601.46	\$1,326,338.08	\$13,263.38	\$1,339,601.46	\$0.00
			\$7,140,000.00	\$82,941.46	\$28,326,252.85	\$7,140,000.00	\$82,941.46	\$7,222,941.46	

Interest will not begin accruing until October 1, 2008 and will then accrue annually October 1 and end each September 30 thereafter until loan is repaid.

This calculation assumes the following disbursement date:

FY 2006/07 \$7,140,000.00

If disbursements are made on dates other than those above, the interest calculations will be modified and this schedule updated according.

Total Loan Amount - \$7,140,000.00
 Total Interest Accrued - \$82,941.46
 Total Repayments to Loan - \$7,222,941.46

Remit Payment to:

Mailing Address Florida Department of Transportation
 Office of Comptroller
 605 Suwannee Street, MS #42
 Tallahassee, FL 32399-0450

Note on Payment for "FDOT SIB Loan - 421139-1"

CFRTA RESOLUTION 06- 0001

**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
TRANSPORTATION REGIONAL INCENTIVE PROGRAM
(TRIP) FUNDING FOR BUSES**

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 (JPA) with the Florida Department of Transportation.

WHEREAS, this BOARD has the authority to authorize the execution of a Joint Participation Agreement, pursuant to grant awards made by the Florida Department of Transportation by means of the Transportation Regional Incentive Program (TRIP) as authorized by Chapter 339.2819, Florida Statutes.

NOW THEREFORE, BE IT RESOLVED THAT:

1. The BOARD has the authority to authorize the execution of a Joint Participation Agreement for TRIP Funding.
2. The BOARD authorizes the Chief Executive Officer (CEO) to execute a Joint Participation Agreement with the Florida Department of Transportation for TRIP funds in the amount of \$2,640,000.
3. That the above authorization shall be continuing in nature until revoked by the Chairman of the Governing Board.

APPROVED AND ADOPTED this 27th day of April 2006, 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

To: LYNX Board of Directors

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

Phone: 407.841.2279 ext: 3047

Item Name: Authorization for the Chief Executive Officer (CEO) to retire and sell surplus items as listed at a public auction.

Date: 4/27/2006

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) to retire and sell, at a public auction, surplus items as identified in the attached list.

BACKGROUND:

It is LYNX' policy to hold an annual auction to dispose of Board approved surplus assets. This year's auction is scheduled for June 2006. The following surplus items require authorization for retirement and disposal at the public auction:

Retired Vehicles:

Twenty-two (22) revenue vehicles (buses, engines & transmissions) and five (5) support vehicles with a total net book value of \$7,999.

Furniture, Fixtures and Equipment:

Surplus and obsolete furniture, fixtures and equipment including computers, telephones, copiers, and printers with a total net book value of \$3,639.

Transmissions:

Nineteen (19) rebuilt transmissions with a total net book value of \$31,696.

Engines:

Eleven (11) engines with a total net book value of \$4,294.

LYNX Board Agenda

Van Pool Vans:

Fourteen (14) Dodge vans with zero (0) net book value.

FISCAL IMPACT:

The total net book value of the surplus items is \$47,629. The net proceeds from this sale will be included in LYNX' non-operating revenue.

LYNX ASSETS
2006 Auction Request
Planned Auction Date: 5/31/06

System No	Company Asset No.	Description	Acquisition Date	Acquisition Value	Accumulated Depreciation	Net Book Value
Revenue Vehicles:						
422	403	ORION - ORION V	4/28/1994	137,055	137,055	-
389	414	ORION - ORION V	5/5/1994	135,309	135,309	-
392	408	ORION - ORION V	5/5/1994	137,055	137,055	-
420	418	ORION - ORION V	5/12/1994	137,055	137,055	-
417	422	ORION - ORION V	5/19/1994	131,816	131,816	-
414	427	ORION - ORION V	5/26/1994	131,816	131,816	-
5858	206	GILLIG - PHANTOM-40/96TBS-50	2/16/1995	184,518	184,518	-
939	212	GILLIG - PHANTOM-40/90TBS-50	2/16/1995	184,518	184,518	-
5888	214	GILLIG - PHANTOM-40/96TBS-50	2/16/1995	185,137	185,137	-
5882	211	GILLIG - PHANTOM-40/96TBS-50	2/16/1995	184,518	184,518	-
6172	210	GILLIG - PHANTOM-40/96TBS-50	2/16/1995	167,912	167,912	-
5876	208	GILLIG - PHANTOM-40/96TBS-50	2/16/1995	184,518	184,518	-
897	213	GILLIG - PHANTOM-40/96TBS-50	2/16/1995	184,518	184,518	-
5885	207	GILLIG - PHANTOM-40/96TBS-50	2/16/1995	184,518	184,518	-
5861	205	GILLIG - PHANTOM-40/96TBS-50	2/16/1995	184,518	184,518	-
930	222	GILLIG - PHANTOM-40/96TBS-50	3/16/1995	185,137	185,137	-
901	220	GILLIG - PHANTOM-40/96TBS-50	3/16/1995	185,137	185,137	-
900	217	GILLIG - PHANTOM-40/96TBS-50	3/16/1995	189,858	189,858	-
929	215	GILLIG - PHANTOM-40/96TBS-50	3/16/1995	189,858	189,858	-
891	238	GILLIG - PHANTOM-40/96TBS-50	7/31/1995	188,368	188,368	-
6184	239	GILLIG - PHANTOM-40/96TBS-50	7/31/1995	185,969	185,969	-
5894	236	GILLIG - PHANTOM-40/96TBS-50	7/31/1995	185,969	185,969	-
5177	422AA	REBUILT DETROIT DIESEL ENGINE 6V92	2/25/1999	11,063	11,063	-
5199	422BB	REBUILT TRANSMISSION	6/3/1999	5,905	5,905	-
5661	414BB	REBUILT TRANSMISSION	9/30/2000	8,648	8,648	-
6912	408A	REBUILT ENGINE - DETROIT DIESEL 6V92	9/30/2002	13,118	12,025	1,093
7313	418AAA	Rebuilt Engine DetroitDiesel 6V92	4/1/2003	13,135	10,399	2,737
8223	423BB	Rebuilt 4HP590 Transmission	4/1/2004	9,097	4,928	4,170
Total Revenue Vehicles:				3,826,045	3,818,046	7,999
Other Vehicles:						
285	30	92 FORD 4-DOOR CROWN	5/21/1992	11,349	11,349	-
307	33	92 CROWN VICTORIA	7/16/1992	10,861	10,861	-
1036	37	1995 FORD CROWN VICTORIA	6/5/1995	19,009	19,009	-
1029	46	1995 FORD CROWN VICTORIA	9/29/1995	18,167	18,167	-
1049	42	1995 FORD CROWN VICTORIA	9/29/1995	18,167	18,167	-
Total Other Vehicles				77,552	77,552	-
Furniture, Fixtures & Equipment:						
2389	2032A	PBX SWITCH OBT	3/15/1990	51,411	51,411	-
1438	92099SQE5036	VOICE ANNOUNC, DIGITAL W/ CARD	5/21/1992	3,503	3,503	-
1156	93204LQC5032	COMPUTER, MAC QUADRA 950	4/15/1993	13,271	13,271	-
2202	93204LQC5192	COMPUTER, MAC QUADRA 950	11/18/1993	16,082	16,082	-
876	2068	BATTERY LOSD TESTER/ASSOCIATED	6/23/1994	670	670	-
2227	94204LFP5137	PRINTER, HP 4	7/7/1994	1,972	1,972	-

System No	Company Asset No.	Description	Acquisition Date	Acquisition Value	Accumulated Depreciation	Net Book Value
1462	95233LFT5025	FAX MACHINE, PANAFAX, UF-745	3/9/1995	1,534	1,534	-
2270	95233LEP5022	PRINTER, HP LASER JET 4M+	3/9/1995	1,677	1,677	-
1481	95233LFE5044	COPIER,CAN8530,5002,M00083	4/13/1995	14,588	14,588	-
1312	95233SHE5091	COPIER, CAN8530,J5051,NCM00653	5/25/1995	14,588	14,588	-
2106	2032F	PBX OBT - EXPANSION, PAINT BARN	7/27/1995	3,051	3,051	-
2364	2034A	PBX PHONE SWITCH - ELC	9/29/1995	8,508	8,508	-
2379	2034B	PBX PHONE SWITCH ELC	9/29/1995	16,365	16,365	-
2381	2034C	PBX PHONE SWITCH ELC	9/29/1995	14,700	14,700	-
2409	2034D	PBX PHONE SWITCH ELC	9/29/1995	5,435	5,435	-
2427	2032C	PBX OBT, LIGHTNING PROTECT	9/29/1995	2,189	2,189	-
3307	2272	POWERMAC 9500/132MISC	5/17/1996	5,232	5,232	-
3345	2029B	DICTAPHONE - GUARDIAN	7/11/1996	16,246	16,246	-
3346	2029C	DICTAPHONE - GUARDIAN	7/11/1996	839	839	-
3513	1049	COMPUTER, DELL 5133/GM-COMP RM	1/2/1997	2,550	2,550	-
3617	2180	COMPUTER, DELL P200/GSM	3/6/1997	2,382	2,382	-
3627	2220	COMPUTER, DELL P200/GSM	3/6/1997	2,382	2,382	-
3644	2261	POWER MAC 9500/18MP	4/3/1997	3,129	3,129	-
3662	2262	POWER EDGE 6100 (FIN SVR)	4/10/1997	17,175	17,175	-
3772	97271LSS5222	PRINTER, HP LASERJET 5N	6/26/1997	1,327	1,327	-
3773	97271LSS5223	PRINTER, HP LASERJET 5N	6/26/1997	1,327	1,327	-
3810	2275	POWER EDGE 4100 (PRC SVR)	7/3/1997	9,822	9,822	-
3822	2032 D	PBX OBT T-1 INTERFACE KIT	7/17/1997	5,258	5,258	-
3868	2034 F	PBX ELC T-1 INTERFACE CARD KIT	7/17/1997	4,197	4,197	-
5380	2029	DICTAPHONE-32 CHANELL GUARDIAN	8/8/1997	23,116	23,116	-
3884	2109	CISCO 1601	8/21/1997	2,695	2,695	-
4041	2039	PBX PHONE SWITCH PRC	10/30/1997	10,678	10,678	-
4084	2455 G	TELEPHONE, MODEL 18 DIGITAL SPEAKER	10/30/1997	143	143	-
4085	2455 F	TELEPHONE, MODEL 18 DIGITAL SPEAKER	10/30/1997	143	143	-
7190	97271LCC5379	Router Cisco 1601	11/26/1997	1,600	1,600	-
4045	2246	POWER EDGE 4200 (MAIL SVR)	12/18/1997	6,984	6,984	-
4076	1035	COMPUTER, DELL P5MMX233/GN/M	1/15/1998	1,856	1,856	-
4058	1005	FAX, FO-4500 PLAIN PAPER #70100417	1/29/1998	1,703	1,703	-
4104	2455 B	TELEPHONE (14) VARIOUS (See Notes)	1/29/1998	4,232	4,232	-
4105	2455 E	TELEPHONE (12) MOD 18 DIGITAL SPEAKER	1/29/1998	1,721	1,721	-
4217	1914	COMPUTER, DELL P6300 GXaEM+/M	5/28/1998	1,826	1,826	-
4254	2455 A	TELEPHONES (40) DIGITAL SPRKR MOD18	6/18/1998	5,736	5,736	-
4692	2034E	PBX PHONE SWITCH EXPANSION ELC	8/28/1998	35,420	35,420	-
4694	2032B	PBX OBT- GROUND LOOP START LINE CARD	8/28/1998	745	745	-
4520	2355	CHAIR	9/30/1998	317	317	-
4597	1166	COPIER-CANON NP6080	9/30/1998	10,607	10,607	-
4775	2455 C	TELEPHONES (23) VARIOUS (See Notes)	10/29/1998	4,649	4,649	-
5149	2455 I	TELEPHONE ACD AGENT PHONE W/HANDSET	12/22/1998	372	372	-
4805	2455 H	TELEPHONE ACD AGENT PHONE W/HANDSETD	12/22/1998	372	372	-
4836	1535	COMPUTER-DELL P6350 100 MHZ	1/29/1999	1,314	1,314	-
4844	1543	COMPUTER-DELL P6350 100 MHZ	1/29/1999	1,314	1,314	-
4851	2455 D	TELEPHONE (16) MOD 18 DIGITAL SPEAKER	2/5/1999	2,377	2,377	-
4853	1557	COMPUTER-POWER MAC 333 MHZ W/JAZ DRIVE	2/5/1999	4,743	4,743	-
4864	1576	FACSIMILE-CANON LASER CLASS 8500	2/19/1999	1,345	1,345	-
4932	1632	COPIER-SHARP 3062	4/1/1999	13,995	13,995	-
4951	1681	COPIER-CANON 6080 W/20 BIN STAPLER SORTER	4/22/1999	9,935	9,935	-
5003	1711	COMPUTER-DELL P6350 GX1/MT	6/16/1999	1,379	1,379	-
5014	1726	SMART UPS 1000 VA NET BUNDLE	6/17/1999	467	467	-
5231	1937	COPIER-CANON GP-200	11/12/1999	2,911	2,911	-
5252	1959	COMPUTER-DELL LATITUDE CPIA366XT	12/16/1999	3,608	3,608	-
5256	1966	COMPUTER-DELL PIII 500K	12/16/1999	1,278	1,278	-
5257	1969	COMPUTER-DELL PIII 500K	12/16/1999	1,278	1,278	-
5258	1967	COMPUTER-DELL PIII 500K	12/16/1999	1,278	1,278	-
5259	1968	COMPUTER-DELL PIII 500K	12/16/1999	1,278	1,278	-
5261	1964	COMPUTER-DELL PIII 500K	12/16/1999	1,278	1,278	-

System No	Company Asset No.	Description	Acquisition Date	Acquisition Value	Accumulated Depreciation	Net Book Value
5275	1960	COMPUTER-DELL PIII 500K	12/16/1999	1,278	1,278	-
5276	1980	COMPUTER-DELL PIII 500K	12/16/1999	1,278	1,278	-
5277	1982	COMPUTER-DELL PIII 500K	12/16/1999	1,278	1,278	-
5278	1977	COMPUTER-DELL PIII 500K	12/16/1999	1,278	1,278	-
5279	1976	COMPUTER-DELL PIII 500K	12/16/1999	1,278	1,278	-
5280	1975	COMPUTER-DELL PIII 500K	12/16/1999	1,278	1,278	-
5269	1990	GROUND LOOP START LINE CARED FOR PHONE SYSTEM	12/22/1999	837	837	-
5281	1979	COMPUTER-DELL PIII 500K	12/29/1999	1,162	1,162	-
5282	1981	COMPUTER-DELL PIII 500K	12/29/1999	1,162	1,162	-
5587	2455J	ADDITION TO PHONE SYSTEM AT ELC	9/1/2000	8,418	8,418	-
5549	2554	COMPUTER-DELL P111 550K GX1/T+	9/15/2000	1,019	1,019	-
5694	2632	COPIER-SHARP 3062	9/30/2000	13,595	13,595	-
5695	2633	DIGITAL MESSAGE ON HOLD PLAYER	9/30/2000	578	578	-
5696	2634	DIGITAL MESSAGE ON HOLD PLAYER	9/30/2000	578	578	-
5698	2636	AC TELCOM BLOCK RECORDER	9/30/2000	12,197	12,197	-
5699	2637	AC TELCOM BLOCK RECORDER	9/30/2000	12,197	12,197	-
5700	2638	AC TELCOM BLOCK RECORDER	9/30/2000	12,197	12,197	-
5701	2639	DIGITAL MESSAGE ON HOLD PLAYER	9/30/2000	578	578	-
5712	2455K	IDS CARD 12 PORT-ADDITION TO PHONE SYSTEM	9/30/2000	1,991	1,991	-
5713	2455L	2 VOICE DROPS FOR CUSTOMER SERVICE	9/30/2000	210	210	-
5735	2455M	IDS SENTINEL SYSTEM FOR CUSTOMER SERVICE	9/30/2000	22,418	22,418	-
5451	2039-B	PBX-PRC DISPATCH UPGRADE FOR CORDLESS PHONE	4/13/2000	393	393	-
5752	2636A	LABOR & CABLE NETWORK FOR AC TELCOM BLOCK RECORDER	11/1/2000	700	700	-
5753	2637A	LABOR & CABLE NETWORK FOR AC TELCOM BLOCK RECORDER	11/1/2000	700	700	-
5754	2638A	LABOR & CABLE NETWORK FOR AC TELCOM BLOCK RECORDER	11/1/2000	700	700	-
5757	2455N	IDS CARD FOR PHONE SYSTEM	11/21/2000	754	754	-
5774	2684	FACSIMILE MACHINE	12/29/2000	1,590	1,590	-
5779	2689	FAX Canon 9000L	12/29/2000	1,590	1,590	-
5795	2695	COMPUTER-DELL PENTIUM III MINI TOWER	1/25/2001	1,476	1,476	-
5797	2697	COMPUTER-DELL PENTIUM III MINI TOWER	1/25/2001	1,476	1,476	-
5803	2703	COMPUTER-DELL PENTIUM III MINI TOWER	1/25/2001	1,476	1,476	-
5815	2455O	ACD AGENT TELEPHONE FOR CUSTOMER SERVICE	2/15/2001	3,962	3,962	-
5985	2746	APC BASE STATION HEWLETT PACKARD COMPUTER	3/15/2001	1,500	1,500	-
5852	2776	COPIER-CANON DESKTOP	4/19/2001	902	902	-
5849	2773	COPIER-CANON 6085	4/26/2001	11,849	11,849	-
6102	2455P	ADDITION TO PHONE SYSTEM-IDS CARD	8/16/2001	929	883	46
6108	2868	CAMERA-SONY DIGITAL	8/16/2001	527	500	26
6276	2455Q	ADDITION TO PHONE SYSTEM	11/30/2001	740	666	74
6283	3031	COMPUTER-DELL 1700 MINITOWER	11/30/2001	1,289	1,160	129
6292	2455R	ADDITION TO PHONE SYSTEM	11/30/2001	7,465	6,718	746
6382	3098	Computer - Latitude C810	2/28/2002	3,089	2,626	463
6387	2034 G	Addition to Phone Sys ELC IDS Card	2/28/2002	1,114	946	167
6405	3108	APC Smart UPS 1500VA	3/27/2002	569	474	95
6464	3148	Computer - Dell 1700 GX400 Minitower	4/24/2002	1,263	1,031	232
7372	3774	Printer - LaserJet HP4300TN	5/30/2003	1,892	1,135	757
7478	2455 S	Digital Voice Announcer	9/19/2003	499	266	233
7479	2455 T	Digital Voice Announcer	9/19/2003	499	266	233
7480	2455 U	Digital Voice Announcer	9/19/2003	499	266	233
8134	3148A	512 MB Module for Optiplex GX400	2/20/2004	409	307	102
8135	3148B	512 MB Module for Optiplex GX400	2/20/2004	409	307	102
Total Furniture, Fixtures & Equipment				553,173	549,534	3,639

System No	Company Asset No.	Description	Acquisition Date	Acquisition Value	Accumulated Depreciation	Net Book Value
Transmissions:						
5198	427BB	REBUILT TRANSMISSION	6/3/1999	5,905	5,905	-
5656	830BBB	REBUILT TRANSMISSION	9/30/2000	602	502	100
7041	240B	REBUILT TRANSMISSION B500	9/30/2002	6,007	5,506	501
7045	250BB	REBUILT TRANSMISSION B500R	9/30/2002	7,950	7,288	663
7056	417BBB	REBUILT TRANSMISSION 4HP590	9/30/2002	7,438	6,818	620
7321	212BBB	Rebuilt Transmission B500R	4/1/2003	6,500	5,146	1,354
7319	207BBB	Rebuilt Transmission B500R	4/1/2003	6,500	5,146	1,354
7320	208BBB	Rebuilt Transmission B500R	4/1/2003	7,700	6,096	1,604
7322	220BBB	Rebuilt Transmission B500R	4/1/2003	6,500	5,146	1,354
7327	205BBB	Rebuilt Transmission B500	4/1/2003	7,118	5,635	1,483
8077	217BB	Rebuilt Transmission	9/30/2003	6,500	4,333	2,167
8072	207BBB	Rebuilt Transmission	9/30/2003	881	587	294
8075	213BBB	Rebuilt Transmission	9/30/2003	6,500	4,333	2,167
8082	231BBB	Rebuilt Transmission B500R	9/30/2003	6,500	4,333	2,167
8071	206BBB	Rebuilt Transmission B500R	9/30/2003	6,500	4,333	2,167
8102	214BBB	Rebuilt Transmission B500R	9/30/2003	6,500	4,333	2,167
8074	211BBB	Rebuilt Transmission	9/30/2003	6,500	4,333	2,167
8099	416BB	Rebuilt Transmission 4HP590	9/30/2003	10,634	7,089	3,545
8914	237BBB	Rebuilt Transm B500R	9/30/2004	9,986	4,161	5,825
Total Transmissions:				122,721	91,025	31,696
Engines:						
7648	460A	Engine - ORION V	12/1/1994	17,755	17,755	-
5862	205A	GILLIG - PHANTOM-40/96TBS-50(engine)	2/16/1995	21,132	21,132	-
8798	264A	Engine	3/28/1996	22,954	22,954	-
8814	266A	Engine	4/4/1996	22,954	22,954	-
6203	277A	GILLIG - PHANTOM-40/96TBS-50(ENGINE)	7/18/1996	21,425	21,425	-
7811	330A	Engine	8/28/1997	23,465	23,465	-
7307	344A	Engine	5/28/1998	25,108	25,108	-
5178	427AA	REBUILT DETROIT DIESEL ENGINE 6V92	3/19/1999	11,063	11,063	-
5925	218AA	REBUILT ENGINE DETROIT DIESEL SERIES 50	4/30/2001	13,156	13,156	-
7074	408A	ENGINE	5/5/1994	16,168	16,168	-
8059	265AA	Rebuilt Engine DD50	9/30/2003	12,882	8,588	4,294
Total Engines:				208,061	203,767	4,294
Van Pool Vans:						
287	54	92 DODGE 15 PASSENGER VAN	7/3/1992	20,822	20,822	-
295	63	92 DODGE 15 PASSENGER VAN	7/3/1992	20,822	20,822	-
385	62	1993 DODGE VAN	8/23/1993	20,821	20,821	-
469	36	1993 FORD VAN 5.8 L V8	10/18/1993	14,713	14,713	-
468	59	1994 DODGE VAN	3/4/1994	20,821	20,821	-
1025	69	1995 DODGE VAN	5/25/1995	23,499	23,499	-
2968	82	1995 DODGE VAN	10/19/1995	25,399	25,399	-
4273	11768	98 DODGE RAM MAXIVAN - 12 PASSENGER	7/23/1998	29,219	29,219	-
4279	11776	98 DODGE RAM MAXIVAN - 12 PASSENGER	7/23/1998	29,219	29,219	-
4276	11771	98 DODGE RAM MAXIVAN - 12 PASSENGER	7/30/1998	29,219	29,219	-
4282	11772	98 DODGE VAN - 12 PASSENGER	8/7/1998	29,219	29,219	-
4290	11789	98 DODGE RAM MAXIVAN - 15 PASSENGER	8/14/1998	28,619	28,619	-
5526	15723	2000 DODGE 15 PASSENGER VAN	7/26/2000	28,341	28,341	-
Total Van Pool Vans				320,732	320,732	-

System No	Company Asset No.	Description	Acquisition Date	Acquisition Value	Accumulated Depreciation	Net Book Value
Grand Total				5,108,285	5,060,656	47,629

Consent Agenda Item #6.D

To:	LYNX Board of Directors
From:	Lisa Darnall Chief Operating Officer Jennifer Clements (Technical Contact) Doug Jamison (Technical Contact) Sylvia Mendez
Phone:	407.841.2279 ext: 3036
Item Name:	Authorization to execute a second year contract extension to Spencer Fabrications
Date:	4/27/2006

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or his/her designee to exercise the second-year contract option with Spencer Fabrications, Inc. to perform services as outlined in LYNX contract #02-008 for the manufacture of LYNX passenger amenities. The not to exceed budget for this extension is \$450,000, which will provide for the manufacture of passenger amenities including shelters with solar lighting, kiosks, benches, leaning rails, and related items, on an as-needed basis.

BACKGROUND:

In 1995, LYNX initiated the LYNX Passenger Amenities Program to provide safe, convenient, efficient locations throughout our service area for our customers to access service. Our goal is to expand and improve the shelter program for the safety and comfort of our customers.

LYNX' shelter manufacture program provides shelters for installation at sites not covered by the advertising shelter programs. This includes sites within jurisdictions that do not permit advertising within the right-of-way; shelters located on private property and sites on school property. LYNX shelters are also located within areas covered by advertising programs when a specific site is not conducive to the investment of an advertising shelter.

IFB #02-008 was issued on November 27, 2001 for the manufacture of LYNX passenger amenities. The solicitation was placed in the Orlando Sentinel on November 19, 2001 and the Orlando Times on November 22, 2001. Bid packages with the construction documents and specifications were sent to seventeen (17) contractors. On December 20, 2001 sealed bids were received from three (3) bidders.

Spencer Fabrications, Inc. offered the lowest annual bid price of responsive bidders. Spencer Fabrications, Inc. was considered a responsible prospective manufacturer, and fully met the standards LYNX required and requested. Upon review by LYNX and our consulting engineer, Earth Tech, which performed a comparison to other bids received, Spencer Fabrications, Inc. was issued contract #02-008 for three years with two one-year options for extension and renewal. This request represents the final of the two one-year options.

On a separate matter, LYNX is also in the process of developing an RFP for a smaller and less costly shelter that can be used in appropriate areas. This extension of the Spencer contract will ensure there are no interruptions in the shelter program, and that a variety of shelter types and sizes are available.

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

Contract #02-008 was awarded to Spencer Fabrications with a DBE goal of 23%. With the extension, Spencer Fabrications has acknowledged its awareness of the DBE participation goal of 23% set forth in the original contract. The DBE Officer will work with Spencer Fabrications to ensure full contract compliance.

FISCAL IMPACT:

Federal capital grant funds in the amount of \$450,000 designated for shelters and related passenger amenities are available within the annual CIP budget. The project will be funded with 100% federal FTA funds.

Consent Agenda Item #6.E

To: LYNX Board of Directors

From: **Lisa Darnall**
Chief Operating Officer
Joe Cheney
(Technical Contact)
Jim Canty
(Technical Contact)
Helen Miles
(Technical Contact)

Phone: 407.841.2279 ext: 3036

Item Name: Authorization to award a contract to Florida Detroit Diesel Allison for the purchase of thirteen (13) remanufactured Detroit Diesel series 50 engines

Date: 4/27/2006

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to execute a contract in the amount of \$224,558 with Florida Detroit Diesel Allison to furnish 13 factory remanufactured Detroit Diesel series 50 engines. The contract term will be for one (1) year with two (2) one-year options.

BACKGROUND:

LYNX currently has 115 buses in service with greater than 500,000 miles. Although the FTA allows a bus with 500,000 miles or 12 years of life (whichever comes first) to be retired, LYNX is able to extend the life of a bus by replacing the engine. In the Invitation for Bid (IFB) for Detroit Diesel series 50 engines, LYNX requested a fixed unit price for the supply of 13 factory remanufactured Detroit Diesel series 50 engines. Under this contract, failed Detroit Diesel engines will be exchanged with the vendor for factory remanufactured engines. The mileage on the LYNX owned Detroit Diesel series 50 engine being replaced is between 490,000 and 600,000 miles.

ANALYSIS:

On January 11, 2006, LYNX issued IFB #06-028 for the remanufacture of thirteen (13) Detroit Diesel series 50 engines. Three companies were identified as certified dealers or re-builders; all were solicited and one responded. Florida Detroit Diesel Allison was the sole responder. LYNX staff surveyed the two other vendors to determine the reason for no response to the LYNX IFB. Kenworth Truck Center no longer rebuilds series 50 engines. Heintzelman Truck did not

consider LYNX specification to be overly restrictive but did consider LYNX' standard requirements for warranty a financial risk that they did not want to take at this time.

Florida Detroit Diesel Allison, the sole responder provided LYNX two options.

Option 1: LYNX would have failed engines remanufactured/rebuilt and returned to LYNX at a unit cost of \$12,998 each with a total cost of \$168,976 for the 13 engines. This option was not requested in the IFB and is not viable for LYNX due to the absence of factory support in the rebuild process and warranty support.

Option 2: This option allows LYNX to exchange a failed engine for a factory remanufactured engine, as specified, at a unit cost of \$17,276 with a total estimated cost of \$224,558 for 13 engines.

Staff is recommending Option #2 for the remanufactured Detroit Diesel series 50 engines.

FISCAL IMPACT:

Grant funding is available to support the purchase of Detroit Diesel series 50 engines in the amount of \$224,558.

Consent Agenda Item #6.F

To: LYNX Board of Directors

From: **Lisa Darnall**
Chief Operating Officer
Joe Cheney
(Technical Contact)
Helen Miles
(Technical Contact)
Genevieve Iacovazzi
(Technical Contact)

Phone: 407.841.2279 ext: 3036

Item Name: Authorization to award a contract to Cummins Power South to furnish twenty-three (23) factory remanufactured Cummins M-11 290E⁺ engines

Date: 4/27/2006

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to execute a contract in the amount of \$274,015 with Cummins Power South to furnish 23 factory remanufactured Cummins M-11 290E⁺ engines. The contract term will be for one (1) year with two (2) one-year options.

BACKGROUND:

LYNX currently has 115 buses in service with greater than 500,000 miles. Although the FTA allows a bus with 500,000 miles or 12 years of life (whichever comes first) to be retired, LYNX is able to extend the life of a bus by replacing the engine. In the Invitation for Bid (IFB) LYNX requested a fixed unit price for twenty-three factory remanufactured Cummins M-11 290E⁺ engines. Under this contract, failed Cummins engines will be remanufactured by the vendor under factory guidelines and supported by factory remanufactured engine warranty. The mileage on the LYNX engine being replaced is between 525,000 and 700,000 miles.

ANALYSIS:

On January 11, 2006, LYNX issued IFB #06-029 for the remanufacture of 23 Cummins M-11 290E⁺ engines. Bids were opened on February 9, 2006 and Cummins Power South was the sole responder. LYNX staff surveyed the two other vendors to determine the reason for no response to the LYNX IFB. According to Kenworth Truck Center the bid was received at the wrong office and did not get forwarded internally. Freightliner Truck Center was solicited but is not certified to remanufacture the Cummins M-11 290E⁺ engine and therefore did not respond.

LYNX requested two options under IFB# 06-029 Remanufacture of Cummins M-11 290E⁺ diesel engines. Cummins Power South, the sole responder, provided prices for both options requested.

Option 1: LYNX would exchange failed engines for a Cummins factory remanufactured engine at a unit cost of \$14,060 each with a total cost of \$323,380 for all 23 engines.

Option 2: Remanufacture or rebuild LYNX’ failed engines at a unit cost of \$10,769 with a total cost of \$247,687 for all 23 engines.

It is staff’s intent to control cost and purchase the majority, if not all, of the engines under Option 2. There are two factors that will affect the vendor’s ability to supply all engines under Option 2. First, if the failure rate of engines accelerates during the summer due to the summer heat, the vendor may not be able to meet LYNX’ demand for engines without a supply from the factory. Second, in the event the engine core is damaged beyond repair at the time of failure and cannot be reused, Option 2 will not be available to LYNX. The estimated cost of the \$274,015 contract is based on 8 of the engines being purchased under Option 1 and the remaining 15 engines being purchased under Option 2.

Cost Estimates:

Option	Number of engines	Cost per engine	Extended Cost
Option#1 Engines exchanged for factory remanufactured engines	8	\$14,060	\$112,480
Option#2 Engines remanufactured with factory remanufactured engine support.	15	\$10,769	\$161,535
Total Cost			\$274,015

FISCAL IMPACT:

Grant funding is available to support the remanufacture of Cummins M-11 290E⁺ engines in the estimated amount of \$274,015.

Work Session Item #7.A

To: LYNX Board of Directors

From: Lisa Darnall
Chief Operating Officer
Jennifer Clements
(Technical Contact)

Presented By: Tim Crobons, Manuel Padron & Assoc

Phone: 407.841.2279 ext: 3036

Item Name: Presentation on the Comprehensive Operations Analysis

Date: 4/27/2006

Tim Crobons of Manuel Padron & Associates, consultant on the Comprehensive Operations Analysis, will present fixed route bus service recommendations for the near-term (1-5 years), short-term (6-10 years), and long-term (11-15 years).

Presentation for:

LYNX

**Comprehensive Operations Analysis
Final Report**

Board of Directors

April 27, 2006

Outline

- **COA Assumptions**
- **Service Plan Recommendations**
 - 15 Year Plan
 - 5 Year Plan
 - 10 Year Plan
- **Service Plan Summary**
 - Transit Center Requirements
 - Bus Requirements
 - Maintenance Facility Requirements
 - Annual O&M Costs

COA

Assumes Service In Place

- **Altamonte Springs “FlexBus”**
- **City of Orlando LYMMO Expansion**
- **Commuter Rail Operating (2009)**
- **Disney Circulators (Collectors / Distributors)**
- **International Drive Circulators**
- **New Princeton Operating Base**

15 Year Plan

- **Designed to Meet Community Needs**
- **Link between TDP and LRTP**
- **New Route Structure**
- **New Transit Facilities**
- **Increased Operating Requirements**
- **Comparable to Future Peers**

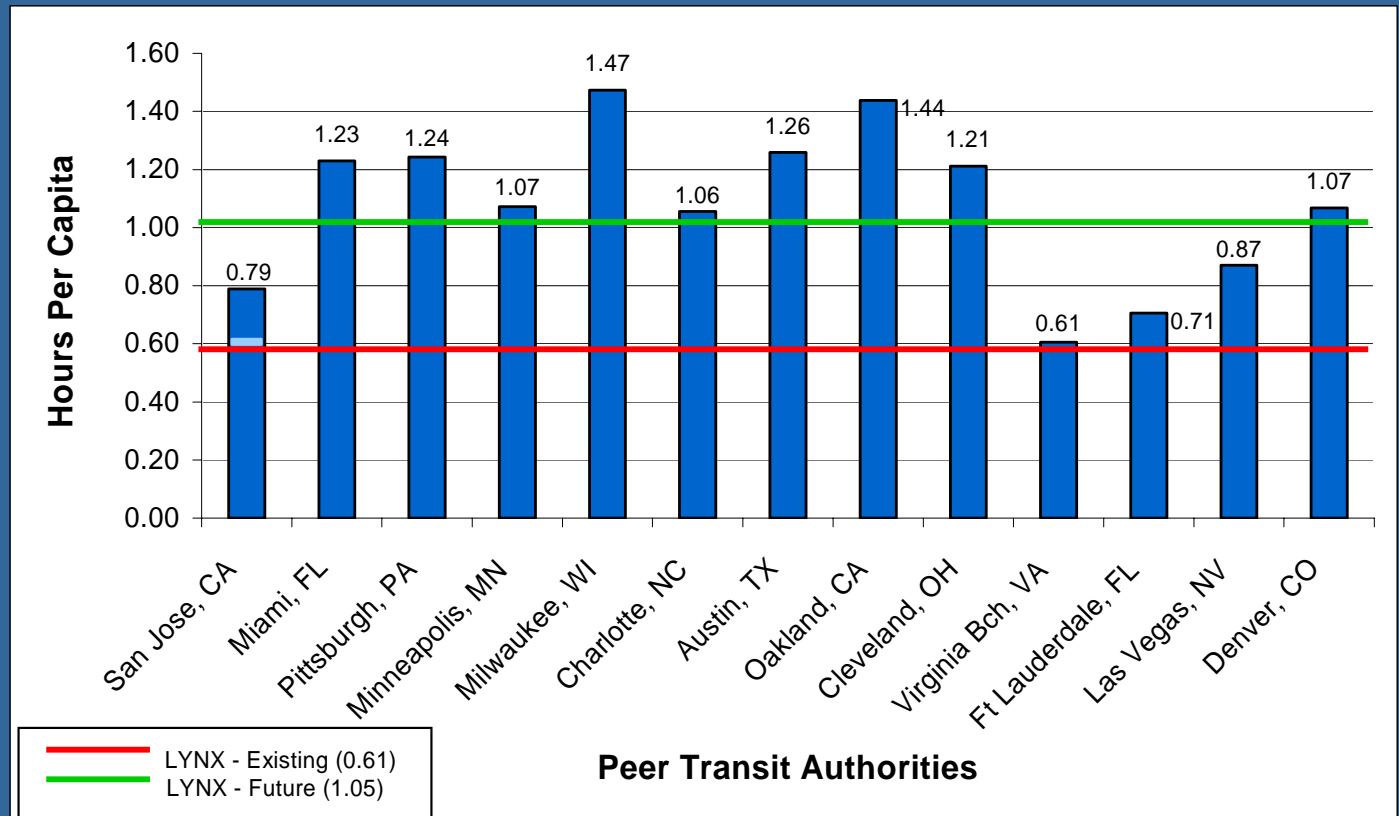
15 Year Plan Route Structure

- **Main Line Corridors**
 - Transitional Corridor to Higher Capacity Transit
 - ITS Improvements
 - Exhibit Ridership Demand
- **Express Routes**
- **Local & Neighborhood Routes**
- **Call-and-Ride Zones**
- **LYMMO Service**
- **Other Services**

15 Year Capital Plan

- **Transit Centers (32)**
- **Park-and-Rides (17)**
- **Buses (551 Fleet)**
 - **Small, Standard, Suburban, Over-the-Road,**
 - **New Maintenance Facilities (1 or 2)**

15 Year Plan Peer Comparison



Notes:

1. Peers with Dedicated Funding Source: Denver, Minneapolis, San Jose, Miami, Charlotte
2. Peers with Rail Systems: Denver, Cleveland, Oakland, Minneapolis, Pittsburgh, Miami & San Jose

5 Year Plan

- **Implements Main Line Corridors**
- **Initiates Express Routes**
- **Begins Local & Neighborhood Route Restructuring**
- **New Transit Facilities**
- **Increased Operating Requirements**

5 Year Capital Plan

- **Transit Centers (7)**
- **Park-and-Rides (8)**
- **Buses (290 Fleet)**
 - **Standard & Suburban**
 - **Existing Maintenance Facilities**

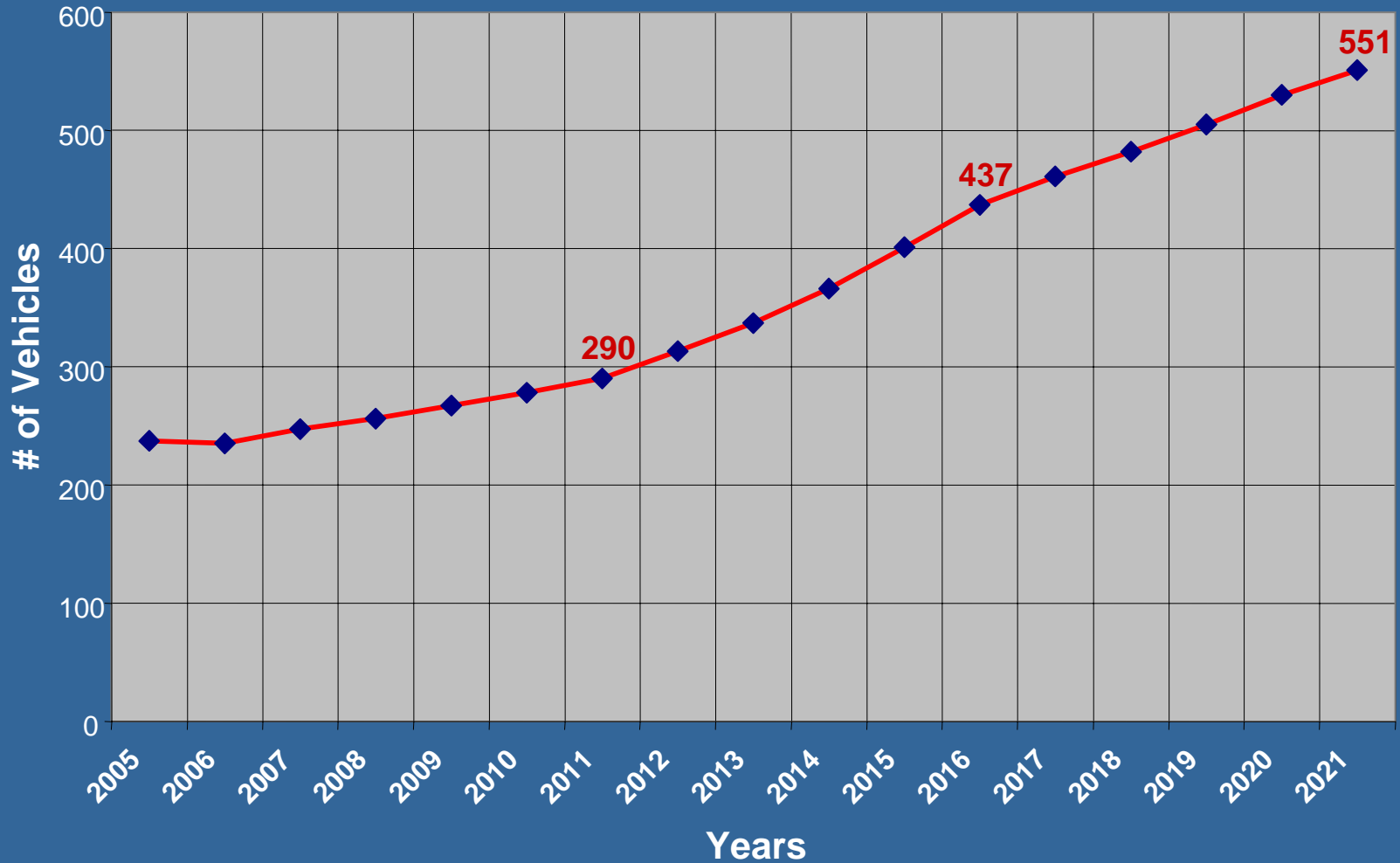
10 Year Plan

- **Increases Main Line Corridor Service Levels**
- **Initiates Additional Express Routes**
- **Completes Local & Neighborhood Route Restructuring**
- **New Transit Facilities**
- **Increased Operating Requirements – 15 Year Plan “Lite”**

10 Year Capital Plan

- **Transit Centers (13)**
- **Park-and-Rides (4)**
- **Buses (437 Fleet)**
 - **Small, Standard, Suburban & Over-the-Road**
- **1 new Maintenance Facility (2013)**

COA Fleet Requirements



COA Vehicle Type by Service Plan

	5 Year Plan Fleet	10 Year Plan Fleet	15 Year Plan Fleet
Small Bus (25-30 Ft)	32	95	100
Over The Road Buses	0	4	13
Standard Bus (35 - 40 Ft)	228	280	340
Suburban Bus	22	30	55
Shuttle Bus	0	4	6
LYMMO Bus (Low Floor)	8	24	37
Total	290	437	551

Bus Types



↑ Small Bus (local & neighborhood)



↑ Standard Bus (main line and local)



← Over the Road Bus (Express)

Shuttle Bus (call-n-ride)



COA O&M Cost Summary

Annual O&M Costs (2005\$)

Plan	Incremental O&M Costs (over existing)	Equilavent Per Year Increase (over existing)
5 Year Plan	\$ 15.86 Mil	\$ 3.17 Mil
10 Year Plan	\$ 47.74 Mil	\$ 4.77 Mil
15 Year Plan	\$ 69.21 Mil	\$ 4.61 Mil

COA Capital Cost Summary

Capital Costs (2005\$)

Facilities	
Transit Centers	\$ 23.00 Mil
Park & Rides	\$ 9.35 Mil
Buses	
Expansion	\$ 112.60 Mil
Replacement	\$ 122.65 mil
Maintenance Facility	
1 Large Facility, or	\$ 45.00 Mil
2 Small Facilities (each)	\$ 30.00 Mil
Capital Costs:	\$ 189.95 Mil
Without Bus Replacement Capital	
With 1 Large Maintenance Facility	
Capital Costs:	\$ 267.60 Mil
With Bus Replacement Capital	
With 2 Small Maintenance Facilities	

LYNX

Comprehensive Operations Analysis

Questions & Comments

Information Item I: 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: 3017

Item Name: April Employee Travel

Date: 4/27/2006

EMPLOYEE/ DEPARTMENT	DESTINATION	PURPOSE	DATE Departure and Return	COMPANY COST
Mira Bourova Planning	Deland, FL	Volusia County GIS Users Group meeting	03/24/06	-
William Hearndon Operations	Tampa, FL	TD/CTC Regional Workshops	03/29/06	\$93
Joe Cheney Operations	Tampa, FL	Summit-Fuel Options for Florida	04/13/06	\$6
Lisa Darnall Operations	Tampa, FL	Attend Floirda Operation Network meeting	04/19/06	-
Linda Watson Executive	Washington, DC	SPPR 2006 Spring meeting	04/20-04/21/06	-
Lisa Darnall Operations	Anaheim, CA	Attend the APTA Intern'l Bus Roadeo	04/27-05/03/06	\$1,751
Joe Cheney Operations	Anaheim, CA	APTA Roadeo and Bus Paratransit Conf.	04/28-05/03/06	\$1,431
Edward Johnson Executive	Anaheim, CA	Attend 2006 Bus & Paratransit Conf.	04/28-05/07/06	\$1,868
Janell Thomas Operations	Daytona Beach, FL	2006 Florida Paratransit Roadeo	05/05-05/06/06	-
Daniel Whitfield	Houston, TX	Attend APTA Risk	05/22-05/26/06	\$1,340

LYNX Board Agenda

Operations		Management Seminar		
Fred Rice Finance	St Petersburg, FL	Ceridian Crystal report user class	06/21-06/22/06	\$342
			Total	\$ 6,831

Information Item II: Ridership Report

To: LYNX Board Of Directors

From: **Lisa Darnall**
Chief Operating Officer
Jennifer Clements
(Technical Contact)
Terry Jordan
(Technical Contact)

Phone: 407.841.2279 ext: 3036

Item Name: February 2006 Final Ridership Report

Date: 4/27/2006

February 06 – Final

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

	February 2005	February 2006	Percentage +/-
Total Monthly Boardings	1,983,131	1,982,131	-0.1%
Average Weekday Boardings	82,915	83,133	+0.3%
Annual Ridership to Date	10,399,933	10,322,182	-0.7%

Although February 2006 experienced an increase in ridership for Fixed Route and VanPlan services over February 2005, Special Shuttles and Access LYNX and have experienced a decrease in riders thus reflecting a minor system wide decrease of 0.1% when compared to the 1,983,131 boardings recorded in February 2005.

Fixed Route – Comparison to Prior Year

	February 2005	February 2006	Percentage +/-
Total Monthly Boardings	1,923,124	1,927,702	+0.2%
Average Weekday Boardings	80,206	80,760	+0.7%
Annual Ridership to Date	10,054,176	10,015,763	-0.4%

Fixed route ridership for the month February 2006 totaled 1,927,702, reflecting an increase of 0.2% when compared to the 1,923,124 passengers carried in February 2005.

Fixed Route – Comparison to Prior Month

	January	February	Percentage
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	2005	2006	+/-
Total Monthly Boardings	1,961,065	1,927,702	-1.7%
Average Weekday Boardings	74,076	80,760	+9.0%
Number of Weekdays	22	20	-9.1%

Fixed route boardings for February were down 1.7% as compared to January. Historically LYNX has experienced this decrease in fixed route ridership in February when compared to the previous month (January). This decline is generally attributed to fewer days of operation due to the shorter month. However, February 2006 has seen an outstanding increase of 9.0% in the average number of passengers riding per weekday when compared to the average weekday ridership of 74,076 in January 2006. Using the average weekday boardings for February 2006, two additional days of service would have resulted in above 2 million fixed route riders for the month, the equivalent of more than an 8% increase from January 2006.

Individual Fixed Route Comparison to Prior Year

Comparisons of individual route ridership during February 2006 show five routes to have experienced declines in ridership greater than 10%.

Route Decreases Greater Than 10%

- Link 5 – Lake George/Fort Gatlin (-14.9%)
- Link 7 – South Orange Avenue/Florida Mall (-11.7%)
- Link 12 – Buenaventura Lakes/Boggy Creek (-22.6%)
- Link 27 – Plant Street/Oakland (-17.6%)
- Link 36 – Lake Richmond (-12.3%)

In contrast, February 2006 produced 7 routes with increases of 10% or greater when compared to February 2005.

Route Increases Greater Than 10%

- Link 2 – Colonialtown (+13.1%)
- Link 33 – Midway/Sanford Airport (+14.4%)
- Link 45 – Central Florida Parkway (+12.0%)
- Link 46 – West S.R. 46/Seminole Towne Center (+10.3%)
- Link 50 – Downtown Orlando/Magic Kingdom (+10.9%)
- Link 55 – West U.S. 192/Orange Lake (+10.1%)
- Link 56 – West U.S. 192/Magic Kingdom (+16.9%)

Paratransit

There were 47,681 trips booked in February 2006. Of the 47,681 trips scheduled to operate, 9,176 (19.24%) were cancelled and 1,331 (2.79%) were classified as “no-shows.” The number of billable trips provided by Paratransit Operations in February 2006 was 37,174 (78% of the total trips booked), with an additional 2,781 trips provided to Personal Care Attendants/Escorts/Companions.

The total number of billable trips provided by the coordinated system for the fiscal year to date is 199,818, with an additional 14,177 trips provided to Personal Care Attendants/Escorts/Companions. These trips were provided to customers who are elderly, transportation disadvantaged, or disabled.

In fiscal year 2006, we have budgeted 49,983 billable trips per month. We are under our budgeted billable trip level by approximately 25.63% in February 2006. Year-to-date, we are under our budgeted billable trip level by approximately 20.05%

A rolling 13-month report is provided to compare service today to service a year ago. The final column shows percentage of change from February 2005 to February 2006.

ROUTE RIDERSHIP REPORT

Link No	Route	FY05 Average Monthly Ridership	Dec-05 ALLOCATED	% Change December 05 to January 06	Jan-06	% Change January 06 to February 06	Feb-06	% Change February 05 to February 06	Change February 06 as Compared to FY05 Avg. Monthly Ridership
1	N Orange Ave./Altamonte Mall	17,758	16,474	-4.4%	15,743	2.9%	16,206	5.0%	-8.74%
2	Colonialtown	3,605	4,045	-20.7%	3,206	29.9%	4,164	13.1%	15.50%
3	Lake Margaret	17,630	19,183	-12.1%	16,863	1.8%	17,174	1.9%	-2.59%
4	South U.S. 441/Kissimmee	141,616	152,506	-9.1%	138,699	-0.3%	138,335	3.9%	-2.32%
5	Lake George/Fort Gatlin	5,013	4,426	18.5%	5,246	-14.7%	4,477	-14.9%	-10.69%
6	Dixie Belle	19,003	18,605	-19.0%	15,076	7.1%	16,143	-8.8%	-15.05%
7	S. Orange Ave./Florida Mall	25,426	25,911	-14.7%	22,108	1.4%	22,423	-11.7%	-11.81%
8	W. Oak Ridge Rd./Int'l Dr.	155,602	166,828	-11.0%	148,522	0.2%	148,806	-1.3%	-4.37%
9	N. Orange Ave./Rosemont	29,726	28,398	12.1%	31,830	-5.4%	30,101	1.4%	1.26%
10	East U.S. 192/St. Cloud	20,147	22,168	-6.7%	20,688	0.8%	20,849	-1.2%	3.49%
11	S. Orange Ave./OIA	35,133	36,322	-9.0%	33,052	-3.6%	31,857	-2.9%	-9.32%
12	Buena Ventura Lks/Boggy Ck	8,124	7,615	-13.8%	6,561	14.8%	7,531	-22.6%	-7.30%
13	University of Central Florida	35,077	35,179	-10.4%	31,508	1.2%	31,901	-9.8%	-9.05%
14	Princeton Street/Plymouth Apts.	6,564	5,994	-4.9%	5,703	-0.2%	5,690	-1.0%	-13.31%
15	Curry Ford Rd./V.C.C. East	47,552	53,237	-12.6%	46,537	2.3%	47,587	3.5%	0.07%
16	College Park/The Meadows	11,004	9,048	13.7%	10,289	-4.0%	9,881	-12.2%	-10.20%
17	North U.S. 441/Apopka	51,586	52,601	2.6%	53,950	-8.1%	49,554	1.5%	-3.94%
18	S. Orange Ave./Kissimmee	35,515	37,674	-11.2%	33,468	1.1%	33,837	-6.7%	-4.72%
19	Richmond Heights	28,605	28,846	9.9%	31,699	-12.3%	27,809	-1.7%	-2.78%
20	Malibu/Pine Hills	64,130	65,119	9.3%	71,172	-8.7%	64,973	1.9%	-1.31%
200	Volusia Express	316	218	25.2%	273	-17.2%	226	-27.8%	-28.52%
21	Carver Shores/Tangelo Park	81,009	77,914	5.6%	82,290	-8.8%	75,011	-5.9%	-7.40%
22	Richmond Estates	27,498	26,098	10.6%	28,866	-7.3%	26,755	-4.6%	-2.70%
23	Winter Park/Forest City	26,783	25,515	5.7%	26,965	-8.4%	24,702	-4.5%	-7.77%
24	Millenia	9,006	10,090	-4.9%	9,593	-10.8%	8,557	5.8%	-4.98%
25	Silver Star Rd.	73,995	79,255	-11.5%	70,151	1.5%	71,229	1.3%	-3.74%
26	Pleasant Hill Rd./Poinciana	14,778	16,291	-12.4%	14,279	4.4%	14,901	2.8%	0.83%
27	Plant St./Oakland	7,585	7,255	-15.1%	6,156	5.3%	6,485	-17.6%	-14.51%
28	E. Colonial Dr./Azalea Park	43,223	47,853	-14.1%	41,098	3.3%	42,437	4.5%	-1.82%
29	E. Colonial Dr./Goldenrod	42,028	44,924	-14.4%	38,456	0.3%	38,556	-2.2%	-8.26%
30	Colonial Dr. Crosstown	51,192	54,234	-10.4%	48,589	-0.6%	48,292	-1.3%	-5.67%
300-304	Downtown Disney Direct	15,924	17,107	-2.1%	16,750	-7.3%	15,524	2.0%	-2.51%
Lymmo	Lymmo	98,820	96,276	-5.5%	90,962	2.5%	93,232	-6.7%	-5.65%
32	Union Park/Bithlo	4,362	4,616	-4.3%	4,416	-1.2%	4,364	3.8%	0.04%
33	Midway/Sanford Airport	2,148	2,048	9.8%	2,248	-5.5%	2,125	14.4%	-1.06%
34	Sanford/Goldsboro	7,297	7,656	1.4%	7,762	-9.4%	7,033	-4.4%	-3.61%
36	Lake Richmond	24,681	27,384	-7.1%	25,439	-13.4%	22,037	-12.3%	-10.71%
37	Park Promenade Plaza/Florida Mall	59,510	65,294	-6.8%	60,880	-2.5%	59,332	7.5%	-0.30%
38	Downtown Orlando/Int'l Dr.	14,845	14,450	5.9%	15,305	-10.2%	13,739	-5.9%	-7.45%
39	U.S. 17-92/Sanford	61,948	56,950	9.7%	62,480	-7.3%	57,916	-5.0%	-6.51%
40	Americana/Universal Orlando	35,384	34,314	-14.3%	29,412	4.3%	30,663	-6.9%	-13.34%
41	S.R. 436 Crosstown	124,669	124,555	0.8%	125,514	-7.7%	115,875	-4.4%	-7.05%
42	International Dr./OIA	77,359	83,985	-12.5%	73,505	-3.5%	70,901	1.3%	-8.35%
43	Central Florida Pkwy.	13,859	14,117	-15.1%	11,992	-4.4%	11,466	-9.0%	-17.27%
44	Clarcona/Zellwood	18,176	18,121	4.0%	18,844	-4.7%	17,958	-1.0%	-1.20%
45	Lake Mary	3,811	3,902	20.7%	4,709	-9.9%	4,245	12.0%	11.40%
46	W. S.R. 46/Seminole Towne Ctr.	11,761	12,390	3.3%	12,802	-0.6%	12,731	10.3%	8.25%
47	Oviedo	3,823	4,546	-20.6%	3,608	15.0%	4,151	0.7%	8.58%
48	W. Colonial Dr./Park Promenade	46,929	48,279	1.6%	49,074	-5.9%	46,157	2.8%	-1.64%
49	W. Colonial Dr./Pine Hills	47,945	47,045	10.5%	51,973	-7.6%	48,009	1.8%	0.13%
50	Downtown Orlando/Magic Kingdom	37,170	42,483	-22.7%	32,829	-2.4%	32,046	10.9%	-13.79%
51	Conway/OIA	34,533	37,507	-13.0%	32,614	2.2%	33,317	-0.8%	-3.52%
52	Pine Castle/Tradeport	6,010	6,254	-17.5%	5,161	0.4%	5,181	-7.7%	-13.79%
53	Story Rd./Tildenville	8,923	9,893	-12.9%	8,620	5.2%	9,069	4.4%	1.64%
54	Old Winter Garden Rd.	15,223	15,131	-16.3%	12,660	10.4%	13,982	-3.2%	-8.15%
55	West U.S. 192/Orange Lake	29,090	28,495	-1.7%	28,015	7.5%	30,119	10.1%	3.54%
56	West U.S. 192/Magic Kingdom	30,715	36,566	-11.8%	32,233	-1.4%	31,784	16.9%	3.48%
57	John Young Pkwy.	14,780	15,996	-10.3%	14,355	-3.0%	13,919	-7.2%	-5.83%
Unknown	Farebox Errors	16,589	16,711	9.3%	18,267	88.2%	34,378	244.6%	107.23%
Total		2,002,513	2,071,897	-5.3%	1,961,065	-1.7%	1,927,702	0.2%	-3.7%

Information Item III: Financial Reports

To: LYNX Board of Directors

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

Phone: 407.841.2279 ext: 3047

Item Name: Monthly Financial Reports

Date: 4/27/2006

LYNX' Operating Statement for the five months ending February 28, 2006 indicates total revenue earned in the amount of \$37,619,483 and total expenses incurred in the amount of \$34,997,926 resulting in a net operating profit of \$2,621,557. In addition:

- Fixed route and mobility services resulted in an operating profit of \$2,357,118 for the five months of operations.
- Paratransit services resulted in an operating profit of \$264,438 for the five months of operations.

The fixed route positive results relate to lower than anticipated cost for LYNX' fixed route services due to *cyclical* trends. Customer fares are higher than expected due to increases in ridership. Also, personnel costs are under budget due to the existence of several vacant positions. 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 may 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 the new HMO transportation systems. We are closely monitoring the trip levels in order to ensure consistency with planned operating expenses. Also, LYNX' staff continues to review this program daily to ensure compliance with service performance standards and other contract obligations are being met by the provider.

C.F.R.T.A. (LYNX)
FIXED-ROUTE AND MOBILITY SEGMENT
STATEMENT OF REVENUES AND EXPENSES
FOR THE MONTH OF FEBRUARY AND THE FIVE MONTHS ENDED FEBRUARY 28, 2006
(UNAUDITED)

	Year to Date:			Month of February:		
	<u>Budget</u>	<u>Actual</u>	<u>%</u>	<u>Budget</u>	<u>Actual</u>	<u>%</u>
OPERATING REVENUES						
Customer Fares	\$ 7,127,438	\$ 7,303,834	102.5%	\$ 1,425,488	\$ 1,378,972	96.7%
Contract Services:						
Local Financial Assistance	3,225,384	3,172,281	98.4%	645,077	634,456	98.4%
Other Contractual Services	175,295	175,296	100.0%	75,862	75,862	100.0%
Advertising	609,285	759,285	124.6%	70,925	80,927	114.1%
Other Income	<u>231,812</u>	<u>245,124</u>	<u>105.7%</u>	<u>46,362</u>	<u>48,915</u>	<u>105.5%</u>
 Total Operating Revenues	 <u>11,369,214</u>	 <u>11,655,819</u>	 <u>102.5%</u>	 <u>2,263,714</u>	 <u>2,219,132</u>	 <u>98.0%</u>
NONOPERATING REVENUES:						
Operating assistance grants:						
Federal	291,667	291,667	100.0%	58,333	58,333	100.0%
State of Florida	3,313,203	3,313,203	100.0%	662,641	662,641	100.0%
Local	11,404,678	11,404,678	100.0%	2,280,936	2,280,936	100.0%
Planning and other assistance grants:						
Federal - Commuter Rail Project	1,082	1,082	0.0%	1,082	1,082	0.0%
Federal - Other	3,354,935	3,354,935	100.0%	788,589	788,589	100.0%
State of Florida - Commuter Rail Project	-	-	0.0%	-	-	0.0%
State of Florida - BRT Circulator Project	64,837	64,837	0.0%	64,837	64,837	0.0%
State of Florida - Other	763,665	822,370	107.7%	144,514	203,219	140.6%
Local Matching - BRT Circulator Project	0	-	0.0%	(0)	-	0.0%
Local Matching - Other	-	-	0.0%	-	-	0.0%
 Interest Income	 110,045	 213,382	 193.9%	 22,009	 49,131	 223.2%
Gain / (Loss) on the Sale of Assets	<u>-</u>	<u>-</u>	<u>0.0%</u>	<u>-</u>	<u>-</u>	<u>0.0%</u>
 Total Nonoperating Revenues	 <u>19,304,112</u>	 <u>19,466,154</u>	 <u>100.8%</u>	 <u>4,022,940</u>	 <u>4,108,767</u>	 <u>102.1%</u>
 Total Revenues	 <u>30,673,326</u>	 <u>31,121,973</u>	 <u>101.5%</u>	 <u>6,286,654</u>	 <u>6,327,899</u>	 <u>100.7%</u>
OPERATING EXPENSES:						
Salaries and Wages	13,960,392	13,400,661	96.0%	2,791,137	2,513,449	90.1%
Fringe Benefits	7,600,176	7,354,173	96.8%	1,407,290	1,316,544	93.6%
Purchased Transportation Services	(0)	-	0.0%	0	-	0.0%
Fuel	3,087,022	3,137,246	101.6%	617,404	579,454	93.9%
Other Materials and Supplies	1,715,758	1,715,758	100.0%	365,799	365,799	100.0%
Professional Services	296,895	296,895	100.0%	73,042	73,042	100.0%
Other Services	1,141,694	1,141,695	100.0%	290,137	290,137	100.0%
Lease and Miscellaneous Expenses	521,330	554,823	106.4%	98,219	131,711	134.1%
Casualty and Liability Insurance	517,175	517,175	100.0%	90,274	90,275	100.0%
Utilities	245,284	332,631	135.6%	50,169	73,708	146.9%
Taxes and Licenses	160,347	312,613	195.0%	28,053	102,885	366.8%
Interest Expense	<u>6,663</u>	<u>1,185</u>	<u>17.8%</u>	<u>1,333</u>	<u>161</u>	<u>12.1%</u>
 Total Operating Expenses Before Depreciation	 <u>29,252,735</u>	 <u>28,764,855</u>	 <u>98.3%</u>	 <u>5,812,858</u>	 <u>5,537,165</u>	 <u>95.3%</u>
 OPERATING GAIN / (LOSS)	 <u>\$ 1,420,591</u>	 <u>\$ 2,357,118</u>	 <u>165.9%</u>	 <u>\$ 473,795</u>	 <u>\$ 790,734</u>	 <u>166.9%</u>

Information Item IV: Government Affairs and Communications Report

To: LYNX Board of Directors

From: **Peggy Gies**
 CHIEF MARKETING OFFICER
Deborah King
 (Technical Contact)
Jeffrey Kaley
 (Technical Contact)
Brenda Rhodes
 (Technical Contact)

Phone: 407.841.2279 ext: 3020

Item Name: Marketing Department Report

Date: 4/27/2006

BUS ADVERTISING / SALES

February Advertising Sales Revenue	\$142,175
Net Revenue to LYNX Fiscal Year to Date	\$603,574

BUSINESS RELATIONS

Commuter Choice Transportation Program

Activity	CCP Performance	
Carpool/Vanpool Inquires	Phone: 95 Internet: 10	
Carpool/Vanpool Transit Letters & Matches	Letters: 22 Matches: 3	
Number of Commuter Choice Vanpool Participants	768	<u>Total Revenue Miles YTD</u> 373,994
Vanpools	New: 1 Returned: 0	<u>Current Vans In Service</u> 47
Pending Vanpool Interest	TSA (1) Northrop Grumman HMS Host	
Number of Employers Contacted	6	
Number of Employees Contacted	448	
Employer Program Presentations	HMS Host Northrop Grumman Seralago	

LYNX Board Agenda

Employee Vanpool Presentations	Universal Studios Health Fair (200) OCVB Business Breakfast (20) Holly Carlin TSA (3) CFEC Breakfast (60) Mission Possible (20)	<u>Total Participants</u> 303
Other Business Presentations/Meetings	CFHLA Annual Meeting	<u>Total Participants</u> 50

Business Relations Events

CFEC Meeting

LYNX hosted the February breakfast meeting for the Central Florida Employment Council. The meeting was attended by over fifty human resource professionals and included a presentation by LYNX. Attendees were provided with information on LYNX' economic impact to the community and commuter transportation benefits.

Universal Work Life & Health Fair

LYNX participated in the Universal Orlando's annual employee fair where we had the opportunity to speak with over 200 cast members and provide information on LYNX commuter transportation services. One hundred eighty four Universal employees participated in a LYNX transportation survey. The results of the survey are being provided to Universal's Human Resources Department for evaluation and possible implementation of additional commuter transportation options. In addition, Universal Studios signed a LYNX Guaranteed Ride Home agreement to provide this service to their employees.

Orlando Convention & Visitors Bureau

LYNX was provided with the opportunity to speak to members of the Orlando Convention and Visitor Bureau Leads Group about our transportation benefits programs. This resulted in several promising employer leads for our commuter assistance programs.

Adopt a Stop Dedication Ceremony

LYNX kicked off the partnership with the City of Orlando's Keep Orlando Beautiful Program with the unveiling of the "Adopt a Stop" bus. Orlando Mayor Buddy Dyer and LYNX CEO Linda Watson spoke about the program and partnership. Mayor Dyer, Carol Halliburton from MetroBench Outdoor Media (sponsor), and Jane Ferry from Keep Orlando Beautiful were presented with a framed commemorative picture of the bus.

Mission Possible

LYNX participated in the American Red Cross' Mission Possible – Disaster Preparedness event at UCF's downtown campus. We were able to provide visitors with information about our TEAR (Transportation Emergency Action Response) program and commuter transportation options. We received several good employer leads for follow-up.

MARKETING

Website Usage

Average Hits per Day	62,109
Average Users per Day	3040
Average Hits per User	20.43
Average Time Spent on Site	8 min 12sec
Approximate Visits per User	2.50

Total Page Hits	437,592
Total User Visits	94,239
Total Unique IP (visits)	37,718

Jobs Opened/Completed

Jobs Opened	Jobs Completed	Jobs Completed since 1 Jan 2006
32	21	78

Marketing Activities

Marketing was invited to take part in the Second Annual International Kite Festival sponsored by Orange County Government held at Jay Blanchard Park. We were definitely a hit with the children who waited for hours to have their faces painted.

Marketing and Business Relations were also a part of the CFHLA fundraiser Bachuus Bash held at the Orlando Premium Outlet.

Fun Friday once again featured the sounds of the New Generations Branches Steel Drum Band. We have noticed a 78% increase of people who participate in our monthly giveaway of passes and attendance.

Customer Services Division Reports

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 program and “How To Ride” presentations.

The **Call Center** received 26,527 calls with an average call–wait time of :23 (twenty-three seconds).

The **Sales & Information** section serviced 33,388 customers through fixed route inquiries and sales. LYNX fare media sales were \$171,897.

Customer Services responded to 519 Internet inquiries and assisted with one “How To Ride” presentation.

The **Customer Relations** section assisted 3,992 customers by telephone, fax and one-on-one. Customer Relations documented:

- 466 concerns/suggestions for fixed route (LYNX)
- 64 compliments for fixed route
- 197 concerns/suggestions for paratransit (MV)
- 7 compliments for paratransit

The **Lost & Found** section recovered 665 items.

- 26.92% of recovered items were returned to owners.
- 82 Advantage ID's were issued.
- 12 Kids In School & Senior ID's were issued

The **Eligibility** section received 604 Paratransit applications.

Information Item V: Government Affairs and Communications Report

To: LYNX Board of Directors

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

Phone: 407.841.2279 ext: 3064

Item Name: Legislative Update

Date: 4/27/2006

LYNX Chairman Atlee Mercer, CEO Linda Watson, Chief Government Affairs Officer J. Marsh McLawhorn and lobbyist Lena Juarez participated in the Central Florida Regional Fly-In on March 22-23. Legislative leaders and several of the State's gubernatorial candidates gave presentations. The House Appropriations Chairman, Representative Joe Negron, told the group that one of their top priorities, the \$2 surcharge on rental cars, would have a difficult time. He stated that many of the House members were not inclined to vote in favor of this surcharge because it is perceived as a tax bill.

In conjunction with the Fly-In, Lena, Atlee, Linda and J. Marsh took advantage of the time to meet with and update House Majority Leader, Representative Andy Gardiner and Representatives Bob Allen, Sheri McInvale, Don Davis and Senator Lee Constantine.

The Transportation & Economic Development Appropriations subcommittee had over \$400 million in requests but only \$30 million available. The Revenue Estimating Conference is expected to meet in April, which may result in the announcement of more available discretionary dollars for projects.

Representative McInvale asked Lena to meet with House appropriations staff several times to provide further details on LYNX' request for buses. During their meeting with Representative Don Davis, Chair of the House Transportation & Economic Development Appropriations subcommittee, he agreed to put a placeholder in the budget for LYNX' alternative fuel buses in the amount of \$300,000.

At the request of J. Marsh, Lena made inquiries to FDOT regarding the impact of a veto to a budget request. Fred Dudley, with Akerman Senterfitt, is looking into a definitive answer as well.

House Bill 487 by Representative Julio Robaina, the CTD reform bill, has successfully passed all of its referenced committees and is now on the House calendar. The Senate Bill (SB 634 by

Senator Lee Constantine) still has to pass the Transportation and Economic Development Appropriations before it can be heard on the Senate floor.

The House Growth Management Committee is reviewing last year's growth management legislation. The Chairman, Representative Randy Johnson, introduced several policy refinements to clarify the intent of this legislation during a workshop in committee this week. Of particular interest to LYNX, which J. Marsh addressed, is the utilization of XU funding as the local match to TRIP funds. At the suggestion of House staff, Lena contacted FDOT to gauge their support of the use of XU funds for transit. FDOT indicated a favorable response and asked for a copy of the amendment that LYNX will propose next week in the House Growth Management committee. J. Marsh worked with the House Growth Management Committee Staff Director to refine the final amendment.

Senate Bill 6, the Central Florida Regional Transportation Authority reorganization bill filed by Senator Gary Siplin, has been referred to two Committees – the Transportation Committee and the Community Affairs Committee. At the present time, no hearings are scheduled in either committee. There is not a companion bill in the House.

On March 28 the growth management bill, HGM-02, passed out of the Growth Management Committee with amendments. LYNX XU fund parity was included. Representative Johnson did an excellent job explaining the amendment to the committee. We will continue to monitor HGM-02 as it moves through the House and Senate.

Senate Bill 2312, relating to the County Discretionary Sales Surtax, passed the Senate Transportation Committee on March 27, with several amendments. The most important amendment now allows imposition of the (up to) One Cent Sales tax by requiring a MAJORITY vote of the County Commission, AND by referendum. The original bill would have allowed imposition by simple majority vote of the County Commission OR by referendum. The House companion bill, House Bill 7077, slightly differs. It would allow imposition by a SUPER MAJORITY vote of the County Commission, OR by referendum.

Information Item VI: Planning Division Report

To: LYNX Board of Directors

From: **Lisa Darnall**
Chief Operating Officer
Jennifer Clements
(Technical Contact)
Lachant Barnett
(Technical Contact)

Phone: 407.841.2279 ext: 3036

Item Name: Planning Division Report

Date: 4/27/2006

Bid Change for April 30, 2006

Staff is conducting the bid, whereas bus operators pick their work for the next several months. The bid has run smoothly and will be complete April 12, 2006. There are no service changes associated with this bid that begins April 30, 2006. The next bid is August 20, 2006.

Comprehensive Operations Analysis (COA)

In March 2005, the LYNX Board approved a contract award to Manuel Padron & Associates, Inc., for the COA. The COA will ultimately provide fixed route bus service recommendations for the next 15 years.

Staff from multiple departments at LYNX and the COA consultants held a detailed two-day workshop to discuss all recommendations and provide feedback prior to making final revisions to the recommendations. In addition, a senior staff briefing was conducted. Staff have reviewed and commented on a Draft Final Report, which the consultant is revising. The consultant is also revising Technical Memoranda numbers 5, 6, and 7. One important change is the horizon of the near-term (now 1-5 years), short-term (now 6-10 years), and long-term (now 11-15 years) within the overall 15-year plan.

Comprehensive Plan Updates

LYNX staff has provided information to Osceola County and met with their staff on transit needs. LYNX staff also attended Orange County's kickoff meeting for their plan. As part of the updates, staff provided GIS layers and information from LYNX' FY2006-2010 TDP to Orange County and Osceola County planning for use in the transportation element of their comprehensive plans. Staff is consolidating available information on transit development guidelines and design onto a CD that can be utilized by all jurisdictions when updating their Comprehensive Plans. The CD will be available upon request.

Core Suite of Technologies for Transit

Doug Jamison, Project Manager of Strategic Planning, is participating on the national review team for the US DOT's VOLPE Center Core Suite of Technologies for Transit Project. The project is developing a guidemap of core sets of Intelligent Transportation Systems (ITS) technologies for small, medium, and large size transit agencies. The guidemap is being developed in response to a request at the ITS America 2004 General Managers meeting and will assist transit general managers with understanding of the technologies available and those considered as "core" or base technologies for their size agency. Also participating are the Ann Arbor Transportation Authority, Lane Transit District (Oregon), the Metropolitan Transit Authority of Harris County (Houston Metro), Phoenix RAPID Transit, the South Florida Regional Transportation Authority, the Utah Transit Authority, and the Winston-Salem Transit Authority.

FlexBus

LYNX staff met with project consultants to update information being used in the project assumptions. Because technology often changes during the course of a long-term project, periodic updates are necessary to ensure that the most current technology is being considered. Staff also met with FDOT and the consultant on this project to review and comment on the thirty-percent (30%) roadway design improvements.

Fare Collection

LYNX staff from various departments recently participated in a demonstration of Seoul, Korea's T-Money/Topis fare system, which is being used as part of their Public Transport Reform. Intelligent Transportation Systems (ITS), as well as strong policy directives enabled Seoul to implement sweeping transportation changes that oriented the city toward transit in only three years. One important component of this was the T-Money smart card, which can be used either as a pre-paid card or on a credit card, and function as proximity passes. The card can be used on all modes of transit, as well as at stores, vending machines, parking meters, congestion pricing and tolls, public facilities, movies, theme parks, restaurants, and it includes a membership mileage program similar to the airline programs. Smart card designs include watches, necklaces, or mobile phone accessories, in addition to traditional cards. The card is very successful and enables transit usage tracking because the card is scanned upon both entering and exiting transit vehicles, enabling passengers to get free transfers and receive transit fare discounts as incentives. While Seoul transit vehicles still accept cash fares, they have increased efficiency by moving most passengers to smart cards, resulting in faster loading times and less staff time spent on money-counting.

Geographic Information systems (GIS)

LYNX staff participated in FDOT District Five's workshop offering training and guidelines on how to use the newly developed Automated Transit Stop Inventory System (ATSIM). This system is developed to assist Florida's transit agencies in their efforts to create bus stop databases. The system is using some of the most advanced technology currently available. Bus stop data is stored in shape file format and can be retrieved for display using ArcGIS applications. At this stage, ATSIM is an excellent tool to start bus stop data collection from scratch. After the next development phase, the ATSIM technology will allow agencies such as LYNX to import their existing stop data into the application for system utilization. FDOT is in

the process of securing funds to continue advancing this technology. To date there is not a firm timeline on when the second phase will be completed.

The LYNX Geography Network received 849 total hits between March 1 and March 28, 2006. GIS information was provided to update the RidePro software, which is the trip planning application utilized by LYNX' Business Relations division in matching potential vanpool, carpool, and schoolpool clients. GIS services were also provided to the Paratransit division to assist in the preparation of preliminary budget figures. GIS was utilized to map Access LYNX customers' origins and destinations.

During the month of March 2006 Government Relations staff met with congressional representatives to discuss current and future LYNX services and needs. Maps were created through the GIS to provide a visual display of the representative's district along with fixed route ridership, Access LYNX customers and developments of regional impact occurring within each district.

METROPLAN ORLANDO Alternative Transportation Course

METROPLAN ORLANDO has started to offer an Alternative Transportation Course as an extension of their bicycle and pedestrian outreach. One judge with the Seminole County Courts is making the course mandatory for persons with suspended or revoked driver's licenses. LYNX Strategic Planning Division has supplied the course with system maps, How to Ride Guides, and Rack 'n Roll brochures which are presented to the students as an alternative means of transportation. The program has received positive feedback and is expected to expand to other judges in the county.

Model Proportionate Share

LYNX staff have been monitoring statewide discussions of this issue. Staff has developed a consultant scope to evaluate transit impacts due to model proportionate share efforts. The scope also addresses how to deduce the monetary value of varying levels of transit service to the Central Florida community. Upcoming meetings include an Orange County Board of County Commissioners briefing and Metropolitan Planning Organization/Florida Department of Transportation district-wide meeting on this topic.

Public Involvement

Planning has been supporting ACCESSLYNX in the paratransit fare increase public notification efforts, including schedule development and legal advertisements, as well as review of other outreach materials employed to notify the public and users of the service.

Staff will also assist in the public notification efforts related to the LYNX budget. The public must be afforded the opportunity to comment on budgeted items as part of the Federal Transit Administration's guidelines and LYNX' Public Involvement Program.

Service

Staff met with the City of Winter Park to discuss the possibility of renewing a circulator service (previously operated by Winter Park contractor) between Park Avenue and Winter Park Village, and now to include Hannibal Square. New routing is being developed, as well as costs associated with the service.

Additional options are being explored on the Alafaya Circulator as well. Routing, costs, and maps have been provided for the next meeting on this proposed service. This project was funded under a Service Development Grant to begin operating in December 2006.

Staff continues to work with Disney on moving LYNX bus stop signs to appropriate locations related to construction and new crosswalks. Any moves related to rerouting service will be performed at a later date, once revised routes and costs have been determined.

FDOT staff presented their new Service Development Grant procedures for the FY08 requests at last month's Regional Working Group meeting. Staff from various jurisdictions were well engaged in this process, and offered feedback on many projects of interest. While FDOT has not yet released their application for this year, they will be due May 31. Service Development Grants for FY08 would typically include 50% FDOT funding for new service, with a 50% local match, in FDOT's next FY beginning July 1, 2007. Potential projects include, but are not limited to:

- Link 30 - improve headways to 1/2 hour service Monday - Saturday. FDOT has approved 4 buses under TRIP funding for this project. This is a high priority within Orange County to address capacity shortfalls; it is likely to have good ridership returns for the investment.
- 3-D service - add new route to Disney to help address over capacity issues on existing 3-D routes. FDOT has approved 1 bus under TRIP funding for this project.
- LYMMO expansion
- John Young Parkway/Princeton area service - City of Orlando is reviewing multiple housing/retail developments in this area near our LOC facility. If these move forward into construction this year, there is interest in extending service.
- Polk County express - Their TPO has approached LYNX about express service to connect Orlando with their local service.
- Apopka has indicated interest in expanding service to new schools that are being constructed.
- Gaylord Palms has approached LYNX about extending service to their facility.
- Flex Bus - may or may not be appropriate under this funding category, needs further exploration.
- Regional ITS Participation with Trip Planning - to integrate with statewide trip planning efforts. (at 100% funding level)

Transit Development Plan

The Transit Development Plan (TDP) is a strategic plan for LYNX services, capital investments and customer amenities to the community over a five-year period. The plan includes elements that identify potential revenues and expenditures to accomplish the initiatives outlined in the

plan. The TDP is a requirement to receive annual block grant funding through the Florida Department of Transportation (FDOT). The TDP also satisfies the Federal Transit Administration requirements for publishing a program-of-projects. Planning staff is in the process of preparing the Draft TDP update covering fiscal years 2007-2011. This will represent a minor update done in the interim between the required third-year major updates.

This document will be provided to the public upon request, LYNX committees, visible from the golynx.com website, and to METROPLAN ORLANDO's Board and technical committees for review and comment prior to being brought to the LYNX Board for approval. The deadline for submittal to FDOT for review is July 1.

Trapeze

Staff recently met with Trapeze Software to discuss any outstanding issues with new products or those in the beta-test stage that are currently used by LYNX. As a result Trapeze will provide bi-monthly updates on training opportunities, progression of work and software upgrades to assist staff in receiving the full benefits of purchased software packages.

Information Item VII: LYNX Operating Center Report

To: LYNX Board of Directors

From: Bert Francis II
CHIEF FINANCIAL OFFICER
Allan Lemaux
(Technical Contact)

Phone: 407.841.2279 ext: 3047

Item Name: LYNX Operations Center Project Monthly Update

Date: 4/27/2006

Project Update

Summary:

This project includes an operations base and a maintenance facility on 24.1 acres located at 2500 LYNX Lane (corner of John Young Parkway and Princeton).

General Site Construction

- Grading and compacting of the sub-base for all parking areas is ongoing
- Concrete pavement strips in the bus parking lot are being poured
- Approximately 20% of the 14 acres of parking have been poured
- Concrete forms for future pours are being set
- Masonry work on the site perimeter fence is continuing

Maintenance Building (Building “A”) – The “L” shaped building is pre-engineered structural steel structure with an exterior wall system consisting of a ten-foot high textured masonry wall and insulating metal panels above the masonry.

The construction of this building is approximately 65% complete. The following are the major activities for last month:

- Conduits and wiring installation
- Sheet rock installation
- Piping installation for the lubrication system
- Overhead sprinkler system installation
- Roll-up doors installation completed in the maintenance area
- Interior painting continues
- Interior and exterior masonry wall installation completed in the west wing
- Plumbing throughout the building

Administration Building (Building “B”) – This building consists of structural steel interior framing and tilt-up exterior wall panels.

The construction of this building is approximately 60% complete. The following are the major activities for last month:

- Electrical conduits and wiring installation on the first and second floors
- First and second floor plumbing
- First and second floor HVAC ductwork
- HVAC duct insulation
- First and second floor sheet rock installation
- Window glass and glazing installation completed

Pre-wash/Fueling/Wash Facilities (Building “C”) – The building consists of structural steel framing and tilt-up exterior wall panels.

The construction of this building is approximately 80% complete. There were no new activities.

Fuel Storage Facility (Building “D”) – The building consists of structural steel framing and tilt-up exterior wall panels.

The construction of this building is approximately 80% complete. There were no new activities.

Canopy Building (Building “E”) – Pre-engineered metal building.

The construction of this building is approximately 85% complete. There were no new activities.

LOC Schedule:

Issue IFB	September 15,2003
Due Date for Bids	November 19, 2003
LYNX Board Approval-Construction	January 22, 2004
Construction Start	May 2004
Receipt of Building permit	August 2004
Construction Completion	August 2006
Facility Start-up	September 2006
Grand Opening	October 2006

LYNX OPERATIONS CENTER
Revised Budget Including Change Order #38
April 27, 2006

<u>Cost Category</u>	<u>Budget prior to</u> <u>Change Order</u>	<u>Change Order</u> <u>#38</u>	<u>Revised Budget</u>
Collage Contract	\$ 14,929,969	\$ (205,026)	\$ 14,724,943
Collage Owner Direct Purchases	<u>6,076,636</u>	<u>192,247</u>	<u>6,268,883</u>
Subtotal Collage Contract + Direct Purchases	21,006,605	(12,778)	20,993,827
LYNX Lane	\$ 1,151,500	\$ -	\$ 1,151,500
Hazardous Waste Removal - Earth Tech	369,996	0	369,996
Specialties	180,000	0	180,000
Equipment	2,040,000	0	2,040,000
Systems	613,035		613,035
Furnishings	209,262	0	209,262
Program Management	1,525,465	0	1,525,465
Permitting	537,356	0	537,356
Design Services	3,320,164	0	3,320,164
Construction Management	1,378,813	0	1,378,813
LYNX Oversight	409,761	0	409,761
Contingency	<u>1,122,043</u>	<u>12,778</u>	<u>1,134,821</u>
TOTALS	<u>\$ 33,864,000</u>	<u>\$ (0)</u>	<u>\$ 33,864,000</u>

SUMMARY:

Change in Total Budget: \$ -

Change in Contingency: Increase \$ 12,778.00

Description of Change:

This is a DEDUCTIVE CHANGE ORDER for the direct purchase of concrete.

Information Item VIII: Rail Update

To: LYNX Board of Directors

From: **Lisa Darnall**
Chief Operating Officer
Jennifer Clements
(Technical Contact)
Sherry Zielonka
(Technical Contact)

Phone: 407.841.2279 ext: 3036

Item Name: Rail Updates

Date: 4/27/2006

The Commuter Rail progress report provided by the Florida Department of Transportation (FDOT) for the month of February 2006 is attached for review. The Commuter Rail, Flex Bus and the OIA Intermodal Center are ongoing projects with FDOT.



Production Meeting Summary

February 2006

Project ID Number: 412994
Description: North/South Commuter Corridor Environmental Assessment

Project Manager: Olore
Project Consultant: Earth Tech

Current Activities:

- Presented information on the project to FES on February 1, 2006
- Filmed local officials for project hearing video.
- Presented information on the project to OUC on February 7, 2006
- Working with public relations firm on public involvement activities for the project.
- Met to discuss joint partnering opportunities on Sanford Station February 8, 2006.
- Presented information on the project to City of Winter Garden Commission February 9, 2006.
- Presented Project Update Information to LYNX Regional Working Group February 10, 2006.
- Presented Project Update Information to LYNX Board February 22, 2006.
- Met with Volusia County to discuss Saxon Blvd. Station February 27, 2006.
- Draft Environmental Assessment being reviewed by FDOT and Technical Review Committee.
- Draft Station Development Report being reviewed by FDOT and Technical Review Committee.
- Freight Operations Plan being coordinated with CSXT.
- Continued model refinement associated with Florida Hospital and ORHS stations.
- Continued to calculate volume-to-capacity ratios for 2025 No-Build condition.
- Continued evaluation of potential grade closures.
- Progressed VSMF technical memorandum.
- Public Hearing presentation materials being developed.
- Coordinated with FTA on Environmental Assessment.

Upcoming Activities:

- Final Draft Environmental Assessment submission to FTA.
- Preparing Engineering Documentation

Schedule Status:

- EA to be finalized in Winter 2005/2006.

Project Issues:

None