

# LYNX Board Agenda

Board Date: 9/28/2006

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 August 24, 2006 Board Meeting minutes (pgs 4-9)

## 3. Recognition

- LYNX will recognize Commissioner Homer Hartage for his service on the LYNX Board of Directors.

## 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 enter into the FY2006-2007 Service Funding Agreements with the Regional Funding Partners (pgs 10-67)



- Attachment        

- B.  Authorization to enter into a Service Funding Agreement with Lake County for FY2006-2007 new service expansion (pgs 68-75)

- Attachment 

- C.  Authorization to solicit leasing options for 21 buses related to implementing LYNX' "On-Time Performance" requirements in April 2007 (pgs 76-77)
- D.  Authorization to approve conveyance of lift station title to the City of Orlando (pg 78)
- E.  Authorization for the Chief Executive Officer (CEO) to execute Change Order No. 059, that restores contract funds which were previously deducted but never used, to the LYNX Operations Center (LOC) Contract No. 03-019 (pg 79)
- F.  Authorization to approve and execute a new two-year Joint Participation Agreement (JPA) with the Florida Department of Transportation (FDOT) under its Commuter Assistance Grant Program (pgs 80-88)
  - Attachment   
- G.  Authorization to execute the first renewal option with Public Risk Insurance Agency for renewal of Property, Liability, Workers' Compensation and Allied Insurances for FY2006-2007 (pgs 89-91)
- H.  Authorization to procure 20 GFI Odyssey fareboxes (pgs 92-93)

## 7. Action Agenda

- A.  Adoption of the FY2007 Operating and Capital Budgets (pgs 94-101)
  - Attachment 

## 8. Work Session




- A.  Election of the 2007 Board of Directors' Officers (pgs 102)

## 9. Other Business

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## 10. Information Items

(For Review Purposes Only - No action required)

- I.  Monthly Travel Report (pg 103)
- II.  Final July 2006 Ridership Report (pgs 104-109)  
- Attachment 
- III.  Monthly Financial Reports (pgs 110-116)  
- Attachment 
- IV.  Government Affairs Legislative Report (pgs 117-118)
- V.  Marketing Report (pgs 119-122)
- VI.  Planning Update for September 2006 (pgs 123-127)

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

**DATE:**       **August 24, 2006**

**TIME:**       **1:00 p.m.**

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**Members in Attendance:**

Seminole County Chair, Carlton Henley, Vice Chair  
City of Orlando, Mayor Buddy Dyer  
Interim FDOT District 5 Secretary, Kevin Thibault  
Osceola County Commissioner, Bill Lane  
Orange County Commissioner, Homer Hartage

**Guest:**

Orange County Commissioner, Mildred Fernandez

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

LYNX Vice Chairman, Carlton Henley called the meeting to order at 1:00 p.m. Commissioner Homer Hartage led the Pledge of Allegiance.

**2. Approval of Minutes**

Commissioner Lane moved to approve the minutes of the July 27, 2006 Board meeting. Mayor Dyer seconded the motion. The motion passed unanimously.

**3. Recognition**

Jennifer Stults, Deputy Director of Planning, recognized Dave Gorden, EarthTech, for being awarded the Engineering Excellence Award from the American Council of Engineering Consultants for the LYNX Central Station (LCS) and the Engineering Excellence Grand Award from the Florida Institute of Consulting Engineering (FICE) also for the LCS.

**4. Public Comments**

Chuck Graham explained that at the last Local Community Board on Transportation there was a proposal made of \$648,000 to be put into a general fund which he is upset about. He had been told over and over that there was no money in the TD fund yet because of a change in the calendar year, \$648,000 is being put into a general fund. Mr. Graham would like to know how much is in that fund and what it can be used for.

Mr. Graham also mentioned that he has heard of a Grant for shuttle busing for Polk County and LYNX but there is a 6-12 month wait before it can be implemented. This is something that is desperately needed in the community.

Mr. Graham is delighted to have Commissioner Fernandez on the Board.

Bill Hearndon, Manager of Paratransit Operations, explained that the funding that Mr. Graham spoke of was the conversion of TD operating dollars to capital dollars. There has been a surplus in the TD grant every year. During the last legislative session, the TD grant was moved to a different category, forcing the grant to be used on the State calendar year. Therefore, it would no longer be allowed to extend an extra 180 days as in the past. In order to avoid losing the surplus built up, the money was converted to capital dollars and will be applied to the MDT/CAD/AVL purchase that was already completed to meet the grant expiration deadline.

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

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

1. Ms. Watson welcomed both Commissioner Fernandez and Commissioner Lane to our Board. Commissioner Fernandez will be joining the Board after Commissioner Hartage's term has expired.
2. Staff from the National Transit Institute (NTI) have offered to provide training to LYNX' newest class of bus operators and provide train-the-trainer for our Transportation Division Trainers for the Terrorist Action Recognition and Reaction (TARR) course. The course was developed by NTI and New Jersey State University in cooperation with FTA's Office of Safety and Security. The goal is to give employees a better understanding of the terrorist threat facing transit agencies and how they can help.
3. LYNX has been approached by Marc Watson and Harris Rosen about implementing a demonstration bus route that will last approximately 30-days.

The route will be a circulator service that operates 10-hours daily, seven days a week. The circulator will operate between the Shingle Creek Hotel and Canadian Court and will allow for passenger transfer from Links 8, 38 and 42.

The purpose of the circulator is to get employees along the southern portion of International Drive to various employment centers that our existing service does not currently serve. The cost of the demonstration is approximately \$16,000 for the month. Should this demonstration route prove to be successful, Mr. Watson and Mr. Rosen will approach the Orange County Board of County Commissioners with a proposal to continue the service.

4. LYNX has been asked to participate in a test conducted by the University of West Virginia for monitoring and testing on-road emissions of certain diesel powered vehicles. This project is being conducted by the US Environmental Protection Agency, heavy-duty diesel engine manufacturers, the National Research Center for Alternative Fuels, Engines and Emissions, and the University.

LYNX has agreed to participate in the test by providing one or two buses. Once all the new buses that LYNX recently received are placed into service, we will be able to release one or two for the test. All expenses will be paid by the University of West Virginia and the buses will be transported by truck to West Virginia and be returned within a few days.

5. LYNX will be hosting “Managing the Cost of ADA Paratransit Service” on November 1 and 2; a course offered by the National Transit Institute. This is a two-day workshop that will bring together participants from a variety of paratransit systems to compare experiences with managing costs and review available information about successful cost management methods. The workshop will make extensive use of information developed in projects conducted with support of the Transit Cooperative Research Program (TCRP). In exchange for hosting the course, LYNX will be provided up to 10 complimentary tuitions for the course.
6. ABC Bus Company has an articulated bus (60 feet) on display outside the passenger lobby until 3:00 p.m. This type of vehicle would be great for routes that have high productivity and where passengers have to stand up on the bus for the duration of the trip or be passed up and left at the bus stop.
7. A new project funded by the National Arts Foundation has come to LYNX. This project is designed for government agencies and municipalities to showcase employees’ artistic talents. The LYNX project is called “TranspARTation”. LYNX is the first transit agency to participate in this program. LYNX received a \$2,400 grant to give away as prizes for this art program.

More than 100 pieces of artwork from LYNX employees and their families will be displayed in the auditorium on the north side of the second floor.

The art was judged by a panel that included Magic basketball star Grant Hill, Orlando Sentinel columnist Scott Maxwell (who mentioned it in his column today), Kathy Ramsberger, Executive Director of the Orlando Performing Arts Center and Donna Dowless, a local professional artist.

Cash awards for first, second and third-place winners as well as honorable mention in several categories will be handed out at 5:30 p.m., Friday, August 25, 2006.

## 6. Consent Agenda

- A. **Authorization to amend Contract #99-005C1 with EarthTech Architect and Engineers for general consulting services for the LYNX Operations Center (LOC)**
- B. **Approval of LYNX’ Disadvantaged Business Enterprise Goal for Fiscal year 2006/2007**
- C. **Adoption of Administrative Rule #9 – Public Records**
- D. **\*Authorization to issue a Request for Proposal (RFP) for professional services to develop LYNX’ procurement policies and procedures**

- E. Authorization to exercise the first option year of the interlocal agreement with Orange County for “THE CLUB” program
- F. Authorization to extend contract #01-004, “Installation of LYNX Passenger Amenities” with T&G Constructors
- G. Authorization to renew the interlocal agreement with VOTRAN to continue the commuter bus service between Volusia County and Downtown Orlando
- H. Authorization to revise the fiscal impact of the July 2006 amendment to the LYNX Operations Center (LOC) and amend the proposed FY2007 Capital Budget
- I. Authorization to exercise the first option period of the fuel contract with Terrell Industries
- J. Authorization to exercise the first option period of the fuel contracts with Mansfield Oil Company
- K. \*Authorization for the Chief Executive Officer (CEO) or designee to retire and sell surplus items as listed at a public auction
- L. Authorization to ratify action taken by the LYNX Chief Executive Officer (CEO), Linda Watson, authorizing the execution of the LYNX Operations Center (LOC) Change Order #56
- M. Authorization to submit a request to the Florida Department of Transportation (FDOT) for Transportation Regional Incentive Program (TRIP) funding for Fiscal Year 2008

**\*\*Item K is moved to the Action Agenda and Item D will be removed and brought back to the Board in September.**

**Motion:** Commissioner Lane moved to approve consent items A-M with the exception of Items D and K. Mayor Dyer seconded the motion. The motion passed unanimously.

## **7. Action Agenda**

- A. Authorization to ratify action taken by the LYNX Board of Director’s Acting Chairman to suspend Section 4.4 of Administrative Rule #4 – Contract Administration

Bert Francis, CFO, explained that the reason for this change is to push down some of the purchasing signature authority. Right now, only Linda Watson and Bert Francis can approve certain purchase orders and it is slowing down the process. This item will be discussed at the September Board meeting during the presentation on procurement.

**Motion:** Commissioner Lane moved to approve Action Agenda A. Mr. Thibault seconded the motion. The motion passed unanimously.

**B. Authorization to enter into a nine-month lease agreement with Bennett Truck Equipment, Inc. to serve as a temporary operations and maintenance facility during the completion of the new LYNX Operations Center (LOC)**

Lisa Darnall, COO, explained that the lease expires in September on the current operating base on Princeton. Originally it was thought that the new LYNX Operations Center would be complete by this time; however, after many months of discussions with Dr. Phillips staff was not able to get an extension on that lease. At the same time, the LOC is not ready to be occupied. This has forced LYNX to find a temporary home for its operations base.

Fortunately, staff has identified a temporary home located off Old Winter Garden Road and it will accommodate most of what is currently done at the Princeton facility. It is necessary to lease some property adjacent to this temporary home which will be used to park employee vehicles. Therefore, two sites will need to be leased. The first is the old Bennett Trucking site, and the adjacent lot will be to park vehicles. 83 buses and 288 employees will need to be relocated to the temporary facility.

The current facility on Princeton will need to be taken back to the condition that it was in when LYNX originally moved in. Fuel islands fuel tanks will need to be removed and some major construction will need to take place. EarthTech, LYNX' general consultant, has been asked to assist to not only relocate us from Princeton but to help with some minor construction that will be needed at the temporary site on Old Winter Garden Road.

**Motion:** Commissioner Lane moved to approve Action Agenda B. Commissioner Hartage seconded the motion. The motion passed unanimously.

**C. Authorization to enter into a nine-month lease agreement with Lonnie H. Lacy for commercial vacant land to serve as an employee parking lot supporting the temporary operations and maintenance facility located at the Bennett Truck Equipment, Inc. facility during the completion of the new LYNX Operations Center (LOC)**

**Motion:** Mr. Thibault moved to approve Action Agenda C. Commissioner Lane seconded the motion. The motion passed unanimously.



**D. Authorization to retire and dispose of surplus items at the Princeton Street Facility through the most effective means possible**

Mr. Francis explained that in conjunction with the move out of Princeton, many items will need to be removed in order to take it back to its original condition. An auctioneer was contacted to look at the items on premise and the auctioneer explained that the cost of the auction would be higher than the sale of the items. Therefore, staff is requesting permission from the Board to dispose of the items in the most effective means possible.

**Motion:** Commissioner Lane moved to approve Action Agenda C. Mayor Dyer seconded the motion. The motion passed unanimously.

**8. Other Business**

None.

Meeting adjourned at 1:30 p.m.

Consent Agenda Item #6.A

**To:** LYNX Board of Directors

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

**Phone:** 407.841.2279 ext: 3047

**Item Name:** Authorization to enter into the FY2006-2007 Service Funding Agreements with the Regional Funding Partners

**Date:** 9/28/2006

**ACTION REQUESTED**

Authorization for the Chief Executive Officer (CEO) to enter into funding agreements with the Regional Funding Partners listed below for the provision of public transportation services corresponding with its respective funding contribution for the Fiscal Year 2006-2007 Budget:

Orange County	\$38,042,461
Seminole County	\$ 5,116,943
Osceola County	\$ 4,601,116
City of Orlando	\$ 4,524,658 *
City of Altamonte Springs	\$ 130,000
City of Sanford	\$ 100,000
City of Kissimmee	\$ 320,000
City of St. Cloud	\$ 174,192

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

**BACKGROUND:**

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

LYNX and the Regional Funding Partners desire to formally enter into service funding agreements to establish the most prudent utilization of resources and to target service improvements based upon traffic, levels of service, transit operations, and customer demand

considerations. The Regional Funding Partners will provide funding to LYNX for fiscal year 2006-2007 as follows:

FY2007 Local Funding						
	<u>Financial Assistance</u>	<u>ADA Contribution</u>	<u>\$2 Capital Contribution</u>	<u>Medicaid Assistance</u>	<u>TD Assistance</u>	<u>Total Funding</u>
<b>Orange County</b>	\$ 30,895,325	\$ 4,161,453	\$ 1,656,917	\$ 829,618	\$ 499,148	\$ 38,042,461
<b>Osceola County</b>	3,667,539	441,423	181,506	329,606	81,042	4,701,116
<b>Seminole County</b>	3,468,612	877,307	163,893	392,775	114,356	5,016,943
<b>City of Orlando</b>	4,524,658	-	-	-	-	4,524,658
<b>City of Altamonte Springs</b>	130,000	-	-	-	-	130,000
<b>City of Sanford</b>	100,000	-	-	-	-	100,000
<b>City of Kissimmee</b>	153,642	166,358	-	-	-	320,000
<b>City of St. Cloud</b>	93,968	80,224	-	-	-	174,192
	<u>\$ 43,033,744</u>	<u>\$ 5,726,765</u>	<u>\$ 2,002,316</u>	<u>\$ 1,551,999</u>	<u>\$ 694,546</u>	<u>\$ 53,009,370</u>

The services and enhancements, which will be made and approved in this agreement, are in conformance with the LYNX Transportation Development Program (TDP).

Copies of the service funding agreements that will be entered into between LYNX and each of the Regional Funding Partners for Fiscal Year 2006-2007 are attached as follows:

**SERVICE FUNDING AGREEMENT  
BETWEEN ORANGE COUNTY AND LYNX  
FOR FISCAL YEAR 2006-2007  
October 1, 2006 – September 30, 2007**

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2006, by and between ORANGE COUNTY, FLORIDA a charter county and political subdivision of the State of Florida (hereinafter the “County”), and the CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY, a body politic and corporate created pursuant to Part II, Chapter 343, Florida Statutes, (hereinafter “LYNX”).

**WITNESSETH**

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

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

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

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

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

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

WHEREAS, the County has budgeted funds for fiscal year **2006-2007** to support LYNX public transportation services; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3. **LYNX REPORTING REQUIREMENTS.** As information for the purposes of operations and management analysis, LYNX agrees to provide the County on a quarterly basis commencing on February 14, 2007, a written performance report reflecting the operations of the

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

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

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

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

#### 4. **LYNX DUTIES.**

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

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

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

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

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

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

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

#### 5. **FUNDING.**

a. The County agrees to appropriate thirty eight million forty two thousand four hundred sixty one dollars (\$38,042,461) to LYNX for fiscal year 2006-2007 for the provision of public transportation services within Orange County in accordance with this Agreement.

Included in this amount is \$32,927,138 for base operating expenditures to maintain the existing level of service for fixed route bus service, ACCESS LYNX, and other existing services. This budget allocation also includes additional amounts for health insurance increases (at a 10% progression rate), unfunded Medicaid trips, fuel increases, union contract increases and funding for the new operations center's operating expenses. The amount provided for the new

operations center's expenses includes \$461,455 one time transition and moving costs that will not be included in future budget requests. Moreover, base items such as unfunded Medicaid trips, fuel, health insurance and union contract increases will be accounted for and reported separately to determine if there are surpluses at the end of each fiscal year. If surpluses exist, then LYNX will submit a written notification to the county of such surpluses and schedule a meeting with County staff to discuss the treatment of such surpluses.

The remaining \$5,115,323 County appropriation shall be used to fund the following items:

- \$828,458 for bus acquisitions related to improving on-time performance.
- \$1,729,214 for additional operating expenses (6 months) for improving on-time performance.
- \$1,028,597 for the following service enhancements (funding for two fiscal years):

	<u>FY 2007</u>	<u>FY 2008</u>	<u>Total</u>
Link 30	\$118,693	\$474,772	\$ 593,465
Alafaya Trail circulator	\$145,044	\$290,088	\$ 435,132
Total funding new service	\$263,737	\$764,860	\$1,028,597

- \$828,459 CAD /AVL system. Prior to incurring any expenses for the CAD/AVL system, LYNX will schedule a meeting with the County to provide additional information about this system including scope, implementation schedule, cost/benefit, and the future impact on operational expenses

The remaining balance of funds in the amount of \$700,595 will be held in reserves and may be used, with prior County approval, to provide for increases in unanticipated items such as fuel costs during fiscal year 2007 and additional cost to implement new service changes for, Alafaya Trail Circulator and Link 30 or for other items as determined by LYNX and the County.

Funds shall be paid by the County to LYNX in twelve (12) equal monthly installments by the County's designated representative and shall be due on the first of each month beginning in October 2006, and payable no later than thirty days after the due date. The first such payment under this agreement shall be made no sooner than October 1, 2006 or the execution date of this agreement. The last payment, due September 1st, 2007, may be reduced by the amount reserved for uncontrollable expenses explained in the previous paragraph. Notwithstanding the foregoing, in the event LYNX fails to submit quarterly reports or fails to comply with any material term of this agreement to include timely payment of health insurance premiums, now payable to Orange County under new self-insurance plan; the County reserves the right to withhold monthly payments pursuant to paragraph 16. In no event shall payments hereunder be required of the County after the expiration of the term of this Agreement as set forth in paragraph 6.

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



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

- (i) the lobbying (as that term is defined in Section 2-351 of the Orange County Code) of any local municipality within the LYNX service area;
- (ii) the sponsorship of any social or cultural event or organization, whether profit or nonprofit;
- (iii) any funding relating to light rail.

6. **EFFECTIVE DATE.** The effective date of this Agreement is the date of its execution by the last party to execute this Agreement. The terms of this Agreement shall commence on the effective date and terminate on **September 30, 2007**, unless terminated earlier in accordance with paragraph 16.

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

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

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

10. **MISCELLANEOUS.**

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

b. If any sentence, phrase, paragraph, provision or portion of this Agreement is for any reason held invalid or constitutional by any court of competent jurisdiction, such

portion shall be deemed an independent provision and such holding shall not affect the validity of the remaining portions hereto.

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

**11. CONTROLLING LAWS.**

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

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

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

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

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

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

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

copy to:                      Orange County Attorney's Office  
                                    P.O. Box 1393

Orlando, FL 32802-1393  
Attention: Tom Drage, County Attorney

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

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

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

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

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

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

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

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

CENTRAL FLORIDA REGIONAL  
TRANSPORTATION AUTHORITY

(seal)

\_\_\_\_\_  
Assistant Secretary

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

Printed Name: Linda S. Watson

Title: Chief Executive Officer

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledge before me this \_\_\_\_\_ day of \_\_\_\_\_, 2006, by \_\_\_\_\_, and he acknowledged before me that he executed the foregoing instrument on behalf of CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY as its true act and deed, and that he was authorized to do so.

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

Notary Public

Serial Number:

Commission Expires:

STATE OF FLORIDA  
COUNTY OF ORANGE

Approved by General Counsel  
Akerman Senterfitt

By: \_\_\_\_\_  
Pat Christiansen

ORANGE COUNTY, FLORIDA  
By: Board of County Commissioners

By: \_\_\_\_\_  
Richard Crotty  
Orange County Mayor

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

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

By: \_\_\_\_\_  
Deputy Clerk

**SERVICE FUNDING AGREEMENT  
BETWEEN CITY OF SANFORD AND LYNX  
FOR FISCAL YEAR 2006-2007**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2006 by and between CITY OF SANFORD, a municipal corporation organized under the laws of the State of Florida (hereinafter the "City"), and the CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY, a body politic and corporate created pursuant to Part II, Chapter 343, Florida Statutes, (hereinafter "LYNX").

**WITNESSETH**

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

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

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

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

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

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

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

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

2. LYNX REPORTING REQUIRMENTS. As information for the purposes of operations and management analysis, LYNX agrees to provide the City on a quartile basis commencing on February 1, 2007, a written performance report reflecting the operations of the prior quarter (collectively referred to as "Performance Measures"). Each quarterly report will include the following items:

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

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

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

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

3. FISCAL YEAR 2006-2007 FUNDING

- a. The City agrees to appropriate **\$100,000, excluding ADA funding**, to LYNX for fiscal year 2006-2007. The funding is to be utilized by LYNX to provide public transit services in accordance with this Agreement. The City shall pay such funds appropriated in the City's FY 2006-2007 Budget in advance of month of operation to LYNX in (12) equal monthly installments, promptly upon receipt by the City's of an invoice from LYNX for the installment for the current month. The first such payment shall be made no sooner than October 1, 2006.
- b. LYNX agrees to utilize the funds received from the City in accordance with the terms of this Agreement and to take all reasonable and necessary actions in a timely manner to initiate, implement, and operate the Public Transportation services in accordance with the terms of this Agreement. LYNX further agrees to demonstrate such initiation, implementation, and

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

4. EFFECTIVE DATE. The effective date of this Agreement is October 1, 2006. The term of this Agreement is one (1) year from its effective date.
5. INTERPRETATION. The headings contained in this Agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this Agreement.
6. NEGOTIATIONS. The parties to this Agreement acknowledge that all terms of this Agreement were negotiated at arms length and that this Agreement and all documents executed in connection herewith were prepared and executed without undue influence exerted by any party or on any party. Further, all parties drafted this Agreement jointly, and no parties are entitled to the benefit of any rules of construction with respect to the interpretation of any terms, conditions, or provisions of this Agreement in favor of or against any person or party who drafted this Agreement.
7. MISCELLANEOUS.
  - a. This Agreement constitutes the entire Agreement between the parties with respect to the specific matters contained herein and supercedes all previous discussions, understandings, and agreements. Amendments to or waivers of the provisions herein shall be made by the parties in writing. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either party hereto.
  - b. If any sentence, phrase, paragraph, provision or portion of this Agreement is for any reason held invalid or constitutional by any court of competent jurisdiction, such portion shall be deemed an independent provision and such holding shall not affect the validity of the remaining portions hereto.
  - c. The parties acknowledge that they have freely and voluntarily entered into this Agreement and that each party has been given the opportunity to receive the advice of independent legal counsel for all negotiations in connection with this Agreement.
  - d. In any action or proceeding between the parties arising out of this Agreement, the prevailing party in such action or proceeding shall be entitled to recover all costs of such action or proceeding incurred by it, including reasonable attorneys' fees, at trial and on appeal.
  - e. Time shall be of the essence of this Agreement.
8. CONTROLLING LAWS.
  - a. This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida, and all duly adopted ordinances, regulations, and policies of the City now in effect and those hereinafter adopted.
  - b. The location for settlement of any claims, controversies, or disputes, arising out of or relating to any part of this Agreement, or any breach hereof, shall be Orange County, Florida.



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

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

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

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

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

with a copy to:

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

with a copy to:

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

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

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

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

CENTRAL FLORIDA REGIONAL  
TRANSPORTATION AUTHORITY

(seal)

Attest

\_\_\_\_\_  
Pamela Durkin, Executive Assistant

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

Printed Name: Linda S. Watson

Title: Chief Executive Officer

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

By: \_\_\_\_\_  
Patrick Christensen, Esq.

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledge before me this \_\_\_\_\_ day of \_\_\_\_\_, 2006, by Linda S. Watson, and she acknowledged before me that she executed the foregoing instrument on behalf of CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY as its true act and deed, and that she was authorized to do so.

\_\_\_\_\_  
Name:  
Notary Public  
Serial Number:  
Commission Expires:

CITY OF SANFORD, FLORIDA

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

Mayor, Linda Kuhn

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

ATTEST:

\_\_\_\_\_  
City Clerk

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

STATE OF FLORIDA  
COUNTY OF SEMINOLE

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

WITNESS my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

Name:  
Notary Public:  
Serial Number:

Commission Expires:

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

\_\_\_\_\_  
City Attorney  
Sanford, Florida

\_\_\_\_\_, 2006

**SERVICE FUNDING AGREEMENT  
BETWEEN SEMINOLE COUNTY AND LYNX  
FOR FISCAL YEAR 2006-2007**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2006, by and between SEMINOLE COUNTY, a charter county and a political subdivision of the State of Florida (hereinafter the "County"), and the CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY, a body politic and corporate created pursuant to Part II, Chapter 343, Florida Statutes, (hereinafter "LYNX").

**WITNESSETH**

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

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

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

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

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

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

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

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

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

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

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

2.02 REPORTING REQUIREMENTS. Beginning on February 1, 2007 and on a quarterly basis thereafter, LYNX shall provide the County a written performance report reflecting the operations of the prior quarter (collectively referred to as "Performance Measures"). Each quarterly report will include the following items:

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

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

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

3. FISCAL YEAR 2006-2007 FUNDING

- a. The County agrees to appropriate **\$5,016,943** to LYNX for Fiscal Year 2006-2007. The funding is to be utilized by LYNX to provide public transit services in accordance with this Agreement. Such funds appropriated in the County's FY 2006-2007 Budget shall be paid in twelve (12) equal monthly installments which shall be due and payable on the first of each month. The first such payment shall be made no sooner than October 1, 2006.
- b. LYNX agrees to utilize the funds received from the County in accordance with the terms of this Agreement and to take all reasonable and necessary actions in a timely manner to initiate, implement, and operate the Public Transportation services in accordance with the terms of this Agreement. LYNX further agrees to demonstrate such initiation, implementation, and completion of such improvements by submitting reports to the County as defined in Section 2 of this Agreement.

4. EFFECTIVE DATE. The effective date of this Agreement is October 1, 2006. The term of this Agreement is one (1) year from its effective date.

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

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

7. MISCELLANEOUS.

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

8. CONTROLLING LAWS.

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

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

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

County            County of Seminole  
                         1101 East First Street  
                         Sanford, FL 32771  
                         Attention: J. Kevin Grace

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

with a copy to:

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

with a copy to:

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

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

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

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

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

CENTRAL FLORIDA REGIONAL  
TRANSPORTATION AUTHORITY

Attest:

(seal)

\_\_\_\_\_  
Pamela Durkin, Executive Assistant

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

Printed Name: Linda S. Watson  
Title: Chief Executive Officer

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledge before me this \_\_\_\_\_ day of \_\_\_\_\_, 2006, by Linda S. Watson, and she acknowledged before me that she executed the foregoing instrument on behalf of CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY as its true act and deed, and that she was authorized to do so.

\_\_\_\_\_  
Name:  
Notary Public  
Serial Number:  
Commission Expires:



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

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

SEMINOLE COUNTY, FLORIDA  
By: Board of County Commissioners

By: \_\_\_\_\_  
Seminole County Chairman

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

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

As Clerk to the Board of County Commissioners

By: \_\_\_\_\_  
Deputy Clerk

STATE OF FLORIDA  
COUNTY OF SEMINOLE

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

WITNESS my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2006,

Name:  
Notary Public:  
Serial Number:

Commission Expires:

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

\_\_\_\_\_  
County Attorney  
Seminole County, Florida

\_\_\_\_\_, 2006

**SERVICE FUNDING AGREEMENT  
BETWEEN CITY OF ORLANDO AND LYNX  
FOR FISCAL YEAR 2006-2007**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2006, by and between the CITY OF ORLANDO, a municipal corporation organized under the laws of the State of Florida (hereinafter the "City"), and the CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY, a body politic and corporate created pursuant to Part II, Chapter 343, Florida Statutes, (hereinafter "LYNX").

**WITNESSETH**

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

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

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

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

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

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

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

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

2. LYNX REPORTING REQUIRMENTS. As information for the purposes of operations and management analysis, LYNX agrees to provide the City on a quartile basis commencing on February 1, 2007, a written performance report reflecting the operations of the prior quarter (collectively referred to as "Performance Measures"). Each quarterly report will include the following items:

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

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

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

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

### 3. FISCAL YEAR 2006-2007 FUNDING

- a. The City agrees to appropriate **\$4,524,658** to Lynx for fiscal Year 2006-2007. The funding is to be utilized by LYNX to provide public transit services in accordance with this Agreement. Such funds appropriated in the City's FY 2006-2007 Budget shall be paid in advance of month of operation by the City to LYNX in (4) equal quarterly installments, promptly upon receipt by the City's Transportation Planning Bureau Chief of an invoice from LYNX for the installment for the current quarter. The first such payment shall be made no sooner than October 1, 2006.
- b. LYNX agrees to utilize the funds received from the City in accordance with the terms of this Agreement and to take all reasonable and necessary actions in a timely manner to initiate, implement, and operate the Public Transportation services in accordance with the terms of this Agreement. LYNX further agrees to demonstrate such initiation, implementation, and

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

4. EFFECTIVE DATE. The effective date of this Agreement is October 1, 2006. The term of this Agreement is one (1) year from its effective date.
5. INTERPRETATION. The headings contained in this Agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this Agreement.
6. NEGOTIATIONS. The parties to this Agreement acknowledge that all terms of this Agreement were negotiated at arms length and that this Agreement and all documents executed in connection herewith were prepared and executed without undue influence exerted by any party or on any party. Further, this Agreement was drafted jointly by all parties, and no parties are entitled to the benefit of any rules of construction with respect to the interpretation of any terms, conditions, or provisions of this Agreement in favor of or against any person or party who drafted this Agreement.
7. MISCELLANEOUS.
  - a. This Agreement constitutes the entire Agreement between the parties with respect to the specific matters contained herein and supercedes all previous discussions, understandings, and agreements. Amendments to or waivers of the provisions herein shall be made by the parties in writing. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either party hereto.
  - b. If any sentence, phrase, paragraph, provision or portion of this Agreement is for any reason held invalid or constitutional by any court of competent jurisdiction, such portion shall be deemed an independent provision and such holding shall not affect the validity of the remaining portions hereto.
  - c. The parties acknowledge that they have freely and voluntarily entered into this Agreement and that each party has been given the opportunity to receive the advice of independent legal counsel for all negotiations in connection with this Agreement.
  - d. In any action or proceeding between the parties arising out of this Agreement, the prevailing party in such action or proceeding shall be entitled to recover all costs of such action or proceeding incurred by it, including reasonable attorneys' fees, at trial and on appeal.
  - e. Time shall be of the essence of this Agreement.
8. CONTROLLING LAWS.
  - a. This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida, and all duly adopted ordinances, regulations, and policies of the City now in effect and those hereinafter adopted.
  - b. The location for settlement of any claims, controversies, or disputes, arising out of or relating to any part of this Agreement, or any breach hereof, shall be Orange County, Florida.
  - c. The parties to this Agreement agree to comply with all applicable federal, state, and local laws, ordinances, rules and regulations pertaining to the actions contemplated by this Agreement.

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

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

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

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

with a copy to:

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

with a copy to:

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

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

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

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

CENTRAL FLORIDA REGIONAL  
TRANSPORTATION AUTHORITY

Attest:

(seal)

\_\_\_\_\_  
Pamela Durkin, Executive Assistant

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

Printed Name: Linda S. Watson

Title: Chief Executive Officer

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

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

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledge before me this \_\_\_\_\_ day of \_\_\_\_\_, 2006, by Linda S. Watson, Chief Executive Officer and Pamela Durkin, Executive Assistant, respectively, Central Florida Regional Transportation Authority, and they acknowledged before me that they executed the foregoing instrument on behalf of CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY as its true act and deed, and that she was authorized to do so.

\_\_\_\_\_  
Name:  
Notary Public  
Serial Number:  
Commission Expires:

CITY OF ORLANDO, FLORIDA

By: \_\_\_\_\_  
Mayor, Buddy Dyer

ATTEST:

\_\_\_\_\_  
City Clerk

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

\_\_\_\_\_  
City Attorney  
Orlando, Florida

\_\_\_\_\_, 2006

STATE OF FLORIDA  
COUNTY OF ORANGE

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

WITNESS my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2006,

\_\_\_\_\_  
Name:  
Notary Public:  
Serial Number:

Commission Expires:

**SERVICE FUNDING AGREEMENT  
BETWEEN CITY OF ST. CLOUD AND LYNX  
FOR FISCAL YEAR 2006-2007**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2006, by and between CITY OF ST. CLOUD, a municipal corporation organized under the laws of the State of Florida (hereinafter the "City"), and the CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY, a body politic and corporate created pursuant to Part II, Chapter 343, Florida Statutes, (hereinafter "LYNX").

**WITNESSETH**

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

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

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

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

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

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

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

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

2. LYNX REPORTING REQUIRMENTS. As information for the purposes of operations and management analysis, LYNX agrees to provide the City on a quartile basis commencing on February 1, 2006, a written performance report reflecting the operations of the prior quarter (collectively referred to as "Performance Measures"). Each quarterly report will include the following items:

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



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

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

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

### 3. FISCAL YEAR 2006-2007 FUNDING

- a. The City agrees to appropriate **\$174,192** to LYNX for fiscal year 2006-2007. The funding is to be utilized by LYNX to provide public transit services in accordance with this Agreement. The City shall pay such funds appropriated in the City's FY 2006-2007 Budget in advance of month of operation to LYNX in (12) equal monthly installments, promptly upon receipt by the City's of an invoice from LYNX for the installment for the current month. The first such payment shall be made no sooner than October 1, 2006.
- b. LYNX agrees to utilize the funds received from the City in accordance with the terms of this Agreement and to take all reasonable and necessary actions in a timely manner to initiate, implement, and operate the Public Transportation services in accordance with the terms of this Agreement. LYNX further agrees to demonstrate such initiation, implementation, and

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

4. EFFECTIVE DATE. The effective date of this Agreement is October 1, 2006. The term of this Agreement is one (1) year from its effective date.
5. INTERPRETATION. The headings contained in this Agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this Agreement.
6. NEGOTIATIONS. The parties to this Agreement acknowledge that all terms of this Agreement were negotiated at arms length and that this Agreement and all documents executed in connection herewith were prepared and executed without undue influence exerted by any party or on any party. Further, all parties drafted this Agreement jointly, and no parties are entitled to the benefit of any rules of construction with respect to the interpretation of any terms, conditions, or provisions of this Agreement in favor of or against any person or party who drafted this Agreement.
7. MISCELLANEOUS.
  - a. This Agreement constitutes the entire Agreement between the parties with respect to the specific matters contained herein and supercedes all previous discussions, understandings, and agreements. Amendments to or waivers of the provisions herein shall be made by the parties in writing. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either party hereto.
  - b. If any sentence, phrase, paragraph, provision or portion of this Agreement is for any reason held invalid or constitutional by any court of competent jurisdiction, such portion shall be deemed an independent provision and such holding shall not affect the validity of the remaining portions hereto.
  - c. The parties acknowledge that they have freely and voluntarily entered into this Agreement and that each party has been given the opportunity to receive the advice of independent legal counsel for all negotiations in connection with this Agreement.
  - d. In any action or proceeding between the parties arising out of this Agreement, the prevailing party in such action or proceeding shall be entitled to recover all costs of such action or proceeding incurred by it, including reasonable attorneys' fees, at trial and on appeal.
  - e. Time shall be of the essence of this Agreement.
8. CONTROLLING LAWS.
  - a. This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida, and all duly adopted ordinances, regulations, and policies of the City now in effect and those hereinafter adopted.
  - b. The location for settlement of any claims, controversies, or disputes, arising out of or relating to any part of this Agreement, or any breach hereof, shall be Osceola County, Florida.

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

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

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

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

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

with a copy to:

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

with a copy to:

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

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

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

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

CENTRAL FLORIDA REGIONAL  
TRANSPORTATION AUTHORITY

(seal)

Attest

\_\_\_\_\_  
Pamela Durkin, Executive Assistant

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

Printed Name: Linda S. Watson

Title: Chief Executive Officer

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

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

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledge before me this \_\_\_\_\_ day of \_\_\_\_\_, 2006, by Linda S. Watson, and she acknowledged before me that she executed the foregoing instrument on behalf of CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY as its true act and deed, and that she was authorized to do so.

\_\_\_\_\_  
Name:  
Notary Public  
Serial Number:  
Commission Expires:

CITY OF ST. CLOUD, FLORIDA

By: \_\_\_\_\_  
Mayor, Glenn Sangiovanni

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

ATTEST:

\_\_\_\_\_  
City Clerk, Lori L. McCorkle

STATE OF FLORIDA  
COUNTY OF OSCEOLA

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

WITNESS my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2006,

Name:  
Notary Public:  
Serial Number:

Commission Expires:

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

\_\_\_\_\_  
City Attorney, Daniel F. Mantzaris  
Orlando, Florida

\_\_\_\_\_, 2006

**SERVICE FUNDING AGREEMENT  
BETWEEN CITY OF KISSIMMEE AND LYNX  
FOR FISCAL YEAR 2006-2007**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2006, by and between CITY OF KISSIMMEE, a municipal corporation organized under the laws of the State of Florida (hereinafter the “City”), and the CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY, a body politic and corporate created pursuant to Part II, Chapter 343, Florida Statutes, (hereinafter “LYNX”).

**WITNESSETH**

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

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

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

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

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

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

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

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

2. LYNX REPORTING REQUIRMENTS. As information for the purposes of operations and management analysis, LYNX agrees to provide the City on a quartile basis commencing on February 1, 2007, a written performance report reflecting the operations of the prior quarter (collectively referred to as “Performance Measures”). Each quarterly report will include the following items:

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

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

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

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

### 3. FISCAL YEAR 2006-2007 FUNDING

- a. The City agrees to appropriate **\$320,000** to LYNX for fiscal year 2006-2007. The funding is to be utilized by LYNX to provide public transit services in accordance with this Agreement. The City shall pay such funds appropriated in the City's FY 2006-2007 Budget in advance of month of operation to LYNX in (12) equal monthly installments, promptly upon receipt by the City's of an invoice from LYNX for the installment for the current month. The first such payment shall be made no sooner than October 1, 2006.
- b. LYNX agrees to utilize the funds received from the City in accordance with the terms of this Agreement and to take all reasonable and necessary actions in a timely manner to initiate, implement, and operate the Public Transportation services in accordance with the terms of this Agreement. LYNX further agrees to demonstrate such initiation, implementation, and

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

4. EFFECTIVE DATE. The effective date of this Agreement is October 1, 2006. The term of this Agreement is one (1) year from its effective date.
5. INTERPRETATION. The headings contained in this Agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this Agreement.
6. NEGOTIATIONS. The parties to this Agreement acknowledge that all terms of this Agreement were negotiated at arms length and that this Agreement and all documents executed in connection herewith were prepared and executed without undue influence exerted by any party or on any party. Further, all parties drafted this Agreement jointly, and no parties are entitled to the benefit of any rules of construction with respect to the interpretation of any terms, conditions, or provisions of this Agreement in favor of or against any person or party who drafted this Agreement.
7. MISCELLANEOUS.
  - a. This Agreement constitutes the entire Agreement between the parties with respect to the specific matters contained herein and supercedes all previous discussions, understandings, and agreements. Amendments to or waivers of the provisions herein shall be made by the parties in writing. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either party hereto.
  - b. If any sentence, phrase, paragraph, provision or portion of this Agreement is for any reason held invalid or constitutional by any court of competent jurisdiction, such portion shall be deemed an independent provision and such holding shall not affect the validity of the remaining portions hereto.
  - c. The parties acknowledge that they have freely and voluntarily entered into this Agreement and that each party has been given the opportunity to receive the advice of independent legal counsel for all negotiations in connection with this Agreement.
  - d. In any action or proceeding between the parties arising out of this Agreement, the prevailing party in such action or proceeding shall be entitled to recover all costs of such action or proceeding incurred by it, including reasonable attorneys' fees, at trial and on appeal.
  - e. Time shall be of the essence of this Agreement.
8. CONTROLLING LAWS.
  - a. This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida, and all duly adopted ordinances, regulations, and policies of the City now in effect and those hereinafter adopted.
  - b. The location for settlement of any claims, controversies, or disputes, arising out of or relating to any part of this Agreement, or any breach hereof, shall be Orange County, Florida.



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

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

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

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

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

with a copy to:

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

with a copy to:

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

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

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

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

CENTRAL FLORIDA REGIONAL  
TRANSPORTATION AUTHORITY

(seal)

Attest

\_\_\_\_\_  
Pamela Durkin, Executive Assistant

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

Printed Name: Linda S. Watson

Title: Chief Executive Officer

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

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

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2006 by Linda S. Watson, and she acknowledged before me that she executed the foregoing instrument on behalf of CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY as its true act and deed, and that she was authorized to do so.

\_\_\_\_\_  
Name:  
Notary Public  
Serial Number:  
Commission Expires:

CITY OF KISSIMMEE, FLORIDA

By: \_\_\_\_\_  
Mayor, Linda Goodwin-Nichols

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

ATTEST:

\_\_\_\_\_  
City Clerk

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

STATE OF FLORIDA  
COUNTY OF OSCEOLA

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

WITNESS my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

Name:  
Notary Public:  
Serial Number:

Commission Expires:

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

\_\_\_\_\_  
City Attorney  
Kissimmee, Florida

\_\_\_\_\_, 2006

**SERVICE FUNDING AGREEMENT  
BETWEEN CITY OF ALTAMONTE SPRINGS AND LYNX  
FOR FISCAL YEAR 2006-2007**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2006, by and between the CITY OF ALTAMONTE SPRINGS, a municipal corporation organized under the laws of the State of Florida (hereinafter the “City”), and the CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY, a body politic and corporate created pursuant to Part II, Chapter 343, Florida Statutes, (hereinafter “LYNX”).

**WITNESSETH**

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

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

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

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

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

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

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

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

2. LYNX REPORTING REQUIREMENTS. As information for the purposes of operations and management analysis, LYNX agrees to provide the City on a quarterly basis commencing on February 1, 2007 a written performance report reflecting the operations of the prior quarter (collectively referred to as “Performance Measures”). Each quarterly report will include the following items:

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

3. Combination of Routes
4. Addition of Evening Service
5. Addition of Weekend Service
6. Other Route Scheduling Changes
7. Running Time Adjustments

Quarterly reporting periods shall end on December 31, March 31, June 30, and September 30, and reports shall be submitted to the persons identified in Paragraph 10 herein within thirty-days (30) days from the end of each quarter.

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

3. FISCAL YEAR 2006-2007 FUNDING

- a. The City agrees to pay **\$130,000, excluding ADA funding**, to LYNX for Fiscal Year 2006 - 2007. The funding is to be utilized by LYNX to provide public transit services in accordance with this Agreement. Such funds appropriated in the City's FY 2006 -2007 Budget shall be paid in advance of quarter of operation by the City to LYNX in (4) equal quarterly installments, promptly upon receipt by the City's of an invoice from LYNX for the installment for the current quarter. The first such payment shall be made no sooner than October 1, 2006. All payments are subject to appropriation.
- b. LYNX agrees to utilize the funds received from the City in accordance with the terms of this Agreement and to take all reasonable and necessary actions in a timely manner to initiate, implement, and operate the Public Transportation services in accordance with the terms of this Agreement. LYNX further agrees to demonstrate such initiation, implementation, and completion of such improvements by submitting reports to the City as defined in Section 2 of this Agreement.

4. EFFECTIVE DATE. The effective date of this Agreement is October 1, 2006. The term of this Agreement is one (1) year from its effective date.

5. INTERPRETATION. The headings contained in this Agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this Agreement.
6. NEGOTIATIONS. The parties to this Agreement acknowledge that all terms of this Agreement were negotiated at arms length and that this Agreement and all documents executed in connection herewith were prepared and executed without undue influence exerted by any party or on any party. Further, this Agreement was drafted jointly by all parties, and no parties are entitled to the benefit of any rules of construction with respect to the interpretation of any terms, conditions, or provisions of this Agreement in favor of or against any person or party who drafted this Agreement.
7. MISCELLANEOUS.
  - a. This Agreement constitutes the entire Agreement between the parties with respect to the specific matters contained herein and supercedes all previous discussions, understandings, and agreements. Amendments to or waivers of the provisions herein shall be made by the parties in writing. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either party hereto.
  - b. If any sentence, phrase, paragraph, provision or portion of this Agreement is for any reason held invalid or constitutional by any court of competent jurisdiction, such portion shall be deemed an independent provision and such holding shall not affect the validity of the remaining portions hereto.
  - c. The parties acknowledge that they have freely and voluntarily entered into this Agreement and that each party has been given the opportunity to receive the advice of independent legal counsel for all negotiations in connection with this Agreement.
  - d. In any action or proceeding between the parties arising out of this Agreement, the prevailing party in such action or proceeding shall be entitled to recover all costs of such action or proceeding incurred by it, including reasonable attorneys' fees, at trial and on appeal.
  - e. Time shall be of the essence of this Agreement.

8. CONTROLLING LAWS.

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

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

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

City: City of Altamonte Springs  
225 Newburyport Avenue  
Altamonte Springs, FL 32701  
Attention: Phillip D. Penland, City Manager

with a copy to:

City of Altamonte Springs  
225 Newburyport Avenue  
Altamonte Springs, FL 32701  
Attention: Franklin W. Martz, II, Director  
Community Redevelopment Agency & Planning  
Services



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

with a copy to:

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

with a copy to:

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

11. RECORD KEEPING PROCEDURES. LYNX shall keep and maintain accurate records of all services rendered in the performance of this Agreement and shall keep such records open to inspection by the City at reasonable hours during the entire term of this Agreement, plus three (3) years after expiration or termination of this Agreement. If any litigation, claim or audit is commenced prior to the expiration of the three (3) year period and extends beyond such period, the records shall be maintained until all litigation, including appeals, claims or audits have been concluded or resolved. Any person authorized by the City shall have access to and the right to examine any of the records.
12. FILING OF AGREEMENT. This Agreement shall be filed with the Clerk of the Circuit Court of Seminole County, Florida, or such other public official responsible under general or special law for the public records of Seminole County, Florida, in accordance with Section 163.01, Florida Statutes.

13. ADDITIONAL PROVISIONS

- a. The Central Florida Regional Transportation Authority d/b/a LYNX is a public entity. As such, it is self-insured for property damage, bodily injury liability, and vehicle collision damage resulting from operations of its fleet of mass transit and private passenger vehicles pursuant to 627.73(3)(b) incorporating 768.28(15). Supplementing this retention of risk is coverage for damage to its vehicles under a Special Perils policy. As a public entity, LYNX is not subject to the Financial Responsibility Laws pursuant to Chapter 324, F.S., the PIP/No-Fault Laws per Section 627.736, F.S., nor is LYNX required to provide Medical Payments or Uninsured Motorist coverage, and its liability is limited by Section 768.28, F.S. to \$100,000.00 per person, \$200,000.00 per incident.
- b. If permitted by law, LYNX shall indemnify and hold harmless the City from and against all claims, demands, damages, costs, expenses (to include attorney's fees whether or not litigation is necessary and if necessary, both at trial and on appeal) related to the services provided by LYNX to the City under this Agreement, and which are the subject of the City's payment to LYNX under this Agreement.
- c. LYNX shall notify the City, in accordance with the notice requirements of Section 10 hereof, should there be any changes to LYNX's commitments, policies or coverage set forth in section 13.a hereof.

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

CENTRAL FLORIDA REGIONAL  
TRANSPORTATION AUTHORITY

(seal)

Attest

\_\_\_\_\_  
Pamela Durkin, Executive Assistant

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

Printed Name: Linda S. Watson

Title: Chief Executive Officer

Approved by General Counsel

Akerman, Senterfett & Eidson, P.A.

By: \_\_\_\_\_  
Patrick Christensen, Esq.

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2006 by Linda S. Watson, Chief Executive Officer and Pamela Durkin, Executive Assistant, respectively, Central Florida Regional Transportation Authority, and they acknowledged before me that they executed the foregoing instrument on behalf of CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY as its true act and deed, and that he was authorized to do so.

\_\_\_\_\_  
Name:  
Notary Public  
Serial Number:  
Commission Expires:

CITY OF ALTAMONTE SPRINGS

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

Russel Hauck, Mayor

City of Altamonte Springs

ATTEST:

\_\_\_\_\_

Pat Wainright, City Clerk

APPROVED AS TO FORM AND LEGALITY  
For use and reliance by the City of Altamonte  
Springs, Florida, only

\_\_\_\_\_

James A. "Skip" Fowler, City Attorney

\_\_\_\_\_, 2006

STATE OF FLORIDA  
COUNTY OF SEMINOLE

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

WITNESS my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2006,

Name:  
Notary Public:  
Serial Number:  
Commission Expires:

**SERVICE FUNDING AGREEMENT  
BETWEEN OSCEOLA COUNTY AND LYNX  
FOR FISCAL YEAR 2006-2007**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2006, by and between OSCEOLA COUNTY, a charter county and a political subdivision of the State of Florida (hereinafter the "County"), and the CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY, a body politic and corporate created pursuant to Part II, Chapter 343, Florida Statutes, (hereinafter "LYNX").

**WITNESSETH**

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

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

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

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

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

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

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

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

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

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

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

2.02 REPORTING REQUIREMENTS. Beginning on February 1, 2007 and on a quarterly basis thereafter, LYNX shall provide the County a written performance report reflecting the operations of the prior quarter (collectively referred to as "Performance Measures"). Each quarterly report will include the following items:

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

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

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

3. FISCAL YEAR 2006-2007 FUNDING

- a. The County agrees to appropriate **\$4,701,116** to LYNX for Fiscal Year 2006-2007 as follows:

Link 04	423,739
Link 10	353,912
Link 12	351,072
Link 18	258,172
Link 26	356,450
Link 55	925,138
Link 56	524,079
Link 57	96,204
OT Performance	378,773
TD Funding	81,042
Medicaid Funding	329,606
ADA Funding	441,423
Capital Contribution	181,506

The funding is to be utilized by LYNX to provide public transit services in accordance with this Agreement. Such funds appropriated in the County's FY 2006-2007 Budget shall be paid in twelve (12) equal monthly installments which shall be due and payable on the first of each month. The first such payment shall be made no sooner than October 1, 2006.

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

4. EFFECTIVE DATE. The effective date of this Agreement is October 1, 2006. The term of this Agreement is one (1) year from its effective date.

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

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

7. MISCELLANEOUS.

- a. This Agreement constitutes the entire Agreement between the parties with respect to the specific matters contained herein and supercedes all previous discussions, understandings, and agreements. Amendments to or waivers of the provisions herein shall be made by the parties in writing.

No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either party hereto.

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

8. CONTROLLING LAWS.

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

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

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

County            Osceola County  
                      Board of County Commissions  
                      1 Court House Square, Suite 1400  
                      Kissimmee, Florida 34741  
                      Attention: Edwin J. Hunzeker

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



with a copy to:

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

with a copy to:

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

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

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

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

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

CENTRAL FLORIDA REGIONAL  
TRANSPORTATION AUTHORITY

(seal)

\_\_\_\_\_  
Assistant Secretary

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

Printed Name: \_\_\_\_\_

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

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledge before me this \_\_\_\_\_ day of \_\_\_\_\_, 2006, by \_\_\_\_\_, and she acknowledged before me that she executed the foregoing instrument on behalf of CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY as its true act and deed, and that she was authorized to do so.

\_\_\_\_\_  
Name:  
Notary Public  
Serial Number:  
Commission Expires:

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

By: \_\_\_\_\_  
Alberto S. Bustamante, III, Esq.

OSCEOLA COUNTY, FLORIDA  
By: Board of County Commissioners

By: \_\_\_\_\_  
Osceola County Chairman

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

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

As Clerk to the Board of County Commissioners

By: \_\_\_\_\_  
Deputy Clerk

STATE OF FLORIDA  
COUNTY OF OSCEOLA

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

WITNESS my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2006,

Name:  
Notary Public:  
Serial Number:

Commission Expires:

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

\_\_\_\_\_  
City Attorney  
Osceola County, Florida  
\_\_\_\_\_, 2006

Consent Agenda Item #6.B

**To:** LYNX Board of Directors

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

**Phone:** 407.841.2279 ext: 3047

**Item Name:** Authorization to enter into a Service Funding Agreement with Lake County for FY2006-2007 new service expansion

**Date:** 9/28/2006

---

**ACTION REQUESTED:**

Staff is requesting authorization for the Chief Executive Officer (CEO) to enter into a Service Funding Agreement in the amount of \$247,656 with Lake County for FY2006-2007 new service expansion.

**BACKGROUND:**

In July 2006, LYNX was awarded a service development grant to assist with the funding of new service in Lake County. The new services include an extension of Link 55 and express service between Clermont and Orlando. The service is scheduled to begin in December 2006. LYNX and the Florida Department of Transportation (FDOT) will share the cost 50% FDOT and 50% LYNX.

**FISCAL IMPACT:**

The total cost of the new service expansion is included the FY2007 Operating Budget.

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**SERVICE FUNDING AGREEMENT  
BETWEEN LAKE COUNTY AND LYNX  
FOR FISCAL YEAR 2006-2007**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2006, by and between LAKE COUNTY, a charter county and a political subdivision of the State of Florida (hereinafter the "County"), and the CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY, a body politic and corporate created pursuant to Part II, Chapter 343, Florida Statutes, (hereinafter "LYNX").

**WITNESSETH**

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

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

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

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

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

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

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

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

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

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

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

2.02 REPORTING REQUIREMENTS. Beginning on February 1, 2007 and on a quarterly basis thereafter, LYNX shall provide the County a written performance report reflecting the operations of the prior quarter (collectively referred to as "Performance Measures"). Each quarterly report will include the following items:

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

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

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

3. FISCAL YEAR 2006-2007 FUNDING

- a. The County agrees to appropriate **\$247,656** LYNX for Fiscal Year 2006-2007. The funding is to be utilized by LYNX to provide public transit services in accordance with this Agreement. Such funds appropriated in the County's FY 2006-2007 Budget shall be paid in twelve (10) equal monthly installments which shall be due and payable on the first of each month. The first such payment shall be made no sooner than December 1, 2006.
- b. LYNX agrees to utilize the funds received from the County in accordance with the terms of this Agreement and to take all reasonable and necessary actions in a timely manner to initiate, implement, and operate the Public Transportation services in accordance with the terms of this Agreement. LYNX further agrees to demonstrate such initiation, implementation, and completion of such improvements by submitting reports to the County as defined in Section 2 of this Agreement.

4. EFFECTIVE DATE. The effective date of this Agreement is October 1, 2006. The term of this Agreement is one (1) year from its effective date.

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

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

7. MISCELLANEOUS.

- a. This Agreement constitutes the entire Agreement between the parties with respect to the specific matters contained herein and supercedes all previous discussions, understandings, and agreements. Amendments to or waivers of the provisions herein shall be made by the parties in writing. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either party hereto.
- b. If any sentence, phrase, paragraph, provision or portion of this Agreement is for any reason held invalid or constitutional by any court of competent jurisdiction, such portion shall be deemed an independent provision and such holding shall not affect the validity of the remaining portions hereto.

- c. The parties acknowledge that they have freely and voluntarily entered into this Agreement and that each party has been given the opportunity to receive the advice of independent legal counsel for all negotiations in connection with this Agreement.
- d. In any action or proceeding between the parties arising out of this Agreement, the prevailing party in such action or proceeding shall be entitled to recover all costs of such action or proceeding incurred by it, including reasonable attorneys' fees, at trial and on appeal.
- e. Time shall be of the essence of this Agreement.

8. CONTROLLING LAWS.

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

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

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

County	County of Lake 315 West Main Street P.O. Box 7800 Tavares, FL, 32778
LYNX	Central Florida Regional Transportation Authority 455 N. Garland Avenue Orlando, FL 32801-1128 Attention: Linda S. Watson, Chief Executive Officer

with a copy to:

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



with a copy to:

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

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

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

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

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

CENTRAL FLORIDA REGIONAL  
TRANSPORTATION AUTHORITY

(seal)

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

\_\_\_\_\_  
Assistant Secretary

Printed Name: \_\_\_\_\_

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

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledge before me this \_\_\_\_\_ day of \_\_\_\_\_, 2006, by \_\_\_\_\_, and she acknowledged before me that she executed the foregoing instrument on behalf of CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY as its true act and deed, and that she was authorized to do so.

\_\_\_\_\_  
Name:  
Notary Public  
Serial Number:  
Commission Expires:

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

By: \_\_\_\_\_  
Pat Christiansen, Esq.

LAKE COUNTY, FLORIDA  
By: Board of County Commissioners

By: \_\_\_\_\_  
Lake County Chairman

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

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

As Clerk to the Board of County Commissioners

By: \_\_\_\_\_  
Deputy Clerk

STATE OF FLORIDA  
COUNTY OF LAKE

PERSONALLY APPEARED before me, the undersigned authority, \_\_\_\_\_ and \_\_\_\_\_, well known to me and known by me to be Chairman \_\_\_\_\_ and County Clerk, respectively, \_\_\_\_\_, Florida, and acknowledged before me that they executed the

foregoing instrument on behalf of \_\_\_\_\_ as its true act and deed,  
and that they were duly authorized to do so.

WITNESS my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2006,

Name:  
Notary Public:  
Serial Number:

Commission Expires:

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

\_\_\_\_\_  
County Attorney  
Lake County, Florida

\_\_\_\_\_,2006

Consent Agenda Item #6.C

**To:** LYNX Board of Directors

**From:** Bert Francis  
CHIEF FINANCIAL OFFICER  
Blanche Sherman

**Phone:** 407.841.2279 ext: 3047

**Item Name:** Authorization to solicit leasing options for 21 buses related to implementing LYNX "On-Time Performance" requirements in April 2007

**Date:** 9/28/2006

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**ACTION REQUESTED:**

Staff seeks authorization by the LYNX Board of Directors to have the Chief Executive Officer (CEO) or designee release a Request for Proposals (RFP) for leasing options for 21 buses.

**BACKGROUND:**

As part of our budget request to Orange County, the Board of County Commissioners approved using up to \$1,656,000 for the purpose of leasing buses in order to improve our on-time performance from 74% to 90+% beginning April 1, 2007. This action will allow us to obtain leasing proposals from interested parties.

LYNX expects to base the term of the lease upon the Orange County funding profile of six years. We will solicit proposals with two options: "operating lease" proposals or "lease purchase" proposals. Under the former, LYNX will effectively be paying "rent" for the buses for six years and title to the buses will remain with the leasing company. LYNX could negotiate a purchase of the buses after six years based upon fair market value at that time. The bus value would be negotiated at the end of the lease. Under a lease purchase arrangement, LYNX would effectively be financing the purchase of the buses over a six-year period and title to the buses would vest with LYNX at the end of the lease for no additional payment. We will evaluate the relative cost of the proposals to determine what would be the most advantageous to LYNX. LYNX will also request bidders to include a fund-out clause, which will specify the amount of money LYNX will be liable for in the event Orange County terminates its funding prior to the end of six years. This fund-out clause will be a sum certain, so that LYNX will not have an undefined liability should Orange County terminate its funding prior to six years.

As far as warranties are concerned, LYNX expects to receive the same warranties as if we were purchasing the buses. We also expect to carry the same insurance we now carry for our purchased buses; i.e., we will self-insure except for catastrophic events such as hurricanes or tornados.

**FISCAL IMPACT:**

The \$1,656,000 is included in our FY07 capital budget. We anticipate authorizing award of the bid in October.

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Consent Agenda Item #6.D

**To:** LYNX Board of Directors

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

**Phone:** 407.841.2279 ext: 3047

**Item Name:** Authorization to approve Conveyance of Lift Station title to the City of Orlando

**Date:** 9/28/2006

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**ACTION REQUESTED:**

Authorization for the Chief Executive Officer (CEO) or her designee to convey the new sanitary sewage lift station with associated property and to grant an easement for the main sewer line to the City of Orlando.

**BACKGROUND:**

A new sanitary lift station and sewer lines are being constructed as part of the LYNX Operations Center (LOC) project. The lift station will serve all LYNX facilities at the LOC as well as the neighboring properties. The City of Orlando Waste Water Division has agreed to operate and maintain the lift station and main sewer line. As a provision to accepting the operating and maintenance responsibility, the City of Orlando (hereafter the City) has requested that the lift station and associated property ownership be conveyed to the City. Additionally, the City has requested an easement be granted for the main sewer line which will allow the City to maintain the line.

**FISCAL IMPACT:**

None.

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Consent Agenda Item #6.E

**To:** LYNX Board of Directors

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

**Phone:** 407.841.2279 ext: 3047

**Item Name:** Authorization for the Chief Executive Officer (CEO) to execute Change Order No. 059, that restores contract funds which were previously deducted but never used, to the LYNX Operations Center (LOC) Contract No. 03-019

**Date:** 9/28/2006

**ACTION REQUESTED:**

Staff is requesting the Board of Directors authorization for the Chief Executive Officer (CEO) or designee to execute Change Order No. 59 to Contract #03-019 in the amount of \$551,691

**BACKGROUND:**

LYNX is currently constructing the LYNX Operations Center (LOC) that includes an operations base and a maintenance facility on 24.1 acres located at 2500 LYNX Lane. The construction of the facility is approximately 86% complete.

LYNX previously executed deductive Change Orders No. 2 and No. 29, which decreased the contractor's contract amount by \$551,691. This amount was subsequently incorporated into LYNX purchase requisitions for the provision of construction materials and supplies for subcontractor use. As a result of the contractor changing subcontractors, the funds encumbered by the purchase requisitions were never used and are still available. This change order will result in returning the previously deducted funds to the construction contract.

**FISCAL IMPACT:**

This change order only restores funding which was previously decreased by a deductive change order. Therefore, there is no fiscal impact and no change in the project budget.

Consent Agenda Item #6.F

**To:** LYNX Board of Directors

**From:** Peggy Gies  
CHIEF MARKETING OFFICER  
Brenda Rhodes  
(Technical Contact)

**Phone:** 407.841.2279 ext: 3020

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

**Date:** 9/28/2006

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**ACTION REQUESTED:**

Authorization to approve and execute a two-year Joint Participation Agreement (JPA) for the FDOT Commuter Assistance Grant.

**BACKGROUND:**

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

The program focuses on reducing the single occupant commuter trip that is the greatest cause of peak hour highway congestion. Eligible expenses under this program include salaries, marketing, advertising, computerized matching, software, purchase of promotional items, etc.

Annually, LYNX submits to the Florida Department of Transportation (FDOT) a budget and Commuter Assistance Program work plan. All of these programs are marketed to Central Florida businesses and citizens to increase utilization. The work plan outlines goals, marketing and communication strategies, performance measures criteria and a budget to fund 50% of personnel, operational and marketing expenditures related to implementing and promoting Commuter Assistance in the Central Florida region.

The four goals assigned from FDOT to promote Commuter Assistance within our region include increasing the number of employers in the commuter assistance program (CAP), increase the level of participation by individuals in the CAP, promoting program innovations and marketing



the CAP and participating in regional meetings and/or discussions regarding District 5 CAP efforts.

In the last two years, LYNX has experienced some considerable success with our rideshare programs. LYNX currently has 50 vanpools that travel within our seven county region. The demand has significantly increased greater than our supply of vehicles resulting in a current waiting list of nine (9) employers. The carpool program also has increased with nearly 3,000 potential matching partners. Within the last year we have worked with employers such as Universal Orlando, Northrup Grumman and Mid-Florida Tech to implement employee carpool programs. The bus pass program has grown tremendously within the year. There are twenty-one (21) employers offering bus passes to employees via pre-tax payroll deductions or full subsidies. In addition there are currently eighty-five (85) retail locations in the tri-county area that sells bus passes to the general public.

District 5 develops the regional goals and performance measures for the CAP programs. LYNX submits a budget and work plan to identify strategies used to meet the goals assigned by FDOT. Upon FDOT approval of LYNX CAP Work Plan and budget, a new Joint Participation Agreement is executed and FDOT reimburses LYNX 50% of expenditures used to promote or implement commuter assistance programs. The FDOT mandated Work Plan/Performance Measures, LYNX CAP Work plan and 2006-2007 budgets are attached.

### **FISCAL IMPACT:**

All expenses outlined in the 2006-2007 budget correlates with LYNX Business Relations Division FY07 budget. Commuter Assistance eligible expenditures outlined in the CAP budget will be reimbursed to LYNX by FDOT quarterly.

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<b>LYNX Business Relations Budget</b>	<b>FY 06/07</b>	<b>FY 07/08</b>	<b>TOTAL BUDGET</b>
<b>Salary</b>			
Personnel Expenses	\$ 285,738	\$ 296,023	\$ 581,761
Temporary Help	2,000	2,000	4,000
<b>TOTAL SALARY EXPENSES</b>	<b>\$ 287,738</b>	<b>\$ 298,023</b>	<b>\$ 585,761</b>
<b>Software</b>			
Web-Base Software for Rideshare	50,000		50,000
<b>TOTAL SOFTWARE EXPENSES</b>	<b>\$ 50,000</b>		<b>\$ 50,000</b>
<b>Operating</b>			
<b>TOTAL OPERATING EXPENSES</b>	<b>\$ 10,900</b>	<b>\$ 10,900</b>	<b>\$ 21,800</b>
<b>Marketing</b>			
<i>Marketing Promotion</i>	58,000	58,000	116,000
<i>Media Expenses</i>	72,500	82,500	155,000
<i>Professional Services</i>	45,000	45,000	90,000
<i>Printing</i>	39,000	39,000	78,000
<i>Materials &amp; Supplies</i>	10,000	10,000	20,000
<i>Dues &amp; Subscriptions (Chambers &amp; Professional Organizations)</i>	12,000	13,000	25,000
<i>Travel Expenses</i>	2,400	2,400	4,800
<i>Training</i>	4,500	4,500	9,000
<i>Advertising/Promotion Media</i>	22,000	22,000	44,000
<i>Postage, Express Mail</i>	4,000	5,000	9,000
<b>TOTAL MARKETING EXPENSES</b>	<b>\$ 269,400</b>	<b>\$ 281,400</b>	<b>\$ 550,800</b>
<b>TOTAL BUDGET</b>	<b>\$ 618,038</b>	<b>\$ 590,323</b>	<b>\$ 1,208,361</b>
<b>Requested FDOT Match</b>	<b>\$ 309,019</b>	<b>\$ 295,162</b>	<b>\$ 604,181</b>

**ATTACHMENT 2  
EVALUATION CRITERIA FOR 2006 - 2007**

GOALS	OBJECTIVE	STRATEGY – TYPICAL MEASURES	PERFORMANCE MEASURE - CRITERIA	ANNUAL CRITERIA	4 <sup>th</sup> Q Goal	4 <sup>th</sup> Q Actual	1 <sup>st</sup> Q Goal	1 <sup>st</sup> Q Actual	2 <sup>nd</sup> Q Goal	2 <sup>nd</sup> Q Actual	3 <sup>rd</sup> Q Goal	3 <sup>rd</sup> Q Actual	
<b>GOAL 1</b>  <b>Increase the number of employers in the CAP</b>	Target employers in CAP	# of employers contacted	Employers contacted	Contact <u>2,000</u> employers by phone/ mail/events.	200		650		650		500		
		# of employers visited	Employers visited	Visit <u>100</u> employers	20		25		30		25		
		# of employers participating	Employer participation	Sign up 17 employers	2		5		5		5		
		Information distributed	N/A	Increase info distribution by 10%	250		250		250		150		
		Increase awareness of CAP	Presentations to public and private employers	# of presentations	<u>20</u> presentations to organizations	4		6		5		5	
		Increase ETC's	# of ETC's added	# of ETC's created	Increase ETC's by <u>25%</u>	1		2		2		1	
		Distribute information	Create educational /promotional material	N/A	Complete <u>12</u> advertising placements	1		3		3		5	
			Implement marketing plan	N/A	Increase public awareness of CAP	Yes		Yes		Yes		Yes	
		Increase employer based carpools and/or vanpools	# participants in database	Maintain and expand ridership database	Expand rideshare database by <u>24%</u>	75		200		225		200	
			# new vanpools/carpools	New vanpools/ carpools	<u>15%</u> Increase in vanpools/carpools	1		3		3		1	
<b>GOAL 2</b>  <b>Increase the level of participation by individuals in the CAP</b>	Increase the number of individuals who have information about the CAP	# participants		Implement plan and Register participants	5		15		15		10		
	Increase public education	# presentations	Information distributed	<u>15</u> presentations to agencies and organizations	3		4		4		3		
	Target minority and low income populations	Distribute information in minority-focused publications, news media or radio stations	Information distributed to minority community	Distribute information on Commuter Choice through minority organization/publication	1		1		2		1		
	Increase individual carpools and/or vanpools	New vanpools or carpools created		<u>2</u> programs that have been implemented that focus on the individual	--		1		1		--		

**ATTACHMENT 2  
EVALUATION CRITERIA FOR 2006 - 2007**

<b>GOAL 3 Promote program innovations and market the CAP</b>	Research innovations and/or marketing strategies in the CAP industry	Attend events that provide opportunity to promote CAP	# of events attended		2		3		3		3	
	Implement innovations and/or marketing strategies in the CAP industry	Coordinate with statewide marketing clearing house for implementation of ideas	Provide feedback on ideas that were developed and implemented		Yes		Yes		Yes		Yes	
	Promote Park n Ride facilities	Add information on locations to brochures and materials	Promotional campaign	Promote Park n Ride via mail promotions, events and presentations	2		1		1		1	
<b>GOAL 4 Participate in regional meetings and/or discussions regarding District 5 CAP</b>	Survey existing participants in the CAP	Use mail-back forms to obtain information on barriers and deterrents to the program.	Quantify the deterrents to CAP usage in the Agency Quarterly Report to FDOT based on survey results	Conduct an annual survey of employers and individuals	--		--		Yes		--	
	Participate in regional coordination efforts	Attend regional meetings with FDOT and other transit agencies	Share information on successful marketing programs	Participate in regional meetings	Yes		Yes		Yes		Yes	

**FDOT-District 5  
Commuter Assistance Program (CAP)  
Work Plan**

**GOAL 1 – To increase the level of participation by employers in the CAP.**

<b>Objectives/Tasks</b>	<b>Performance Measures</b>		
Increase the number of employers in the CAP.	Utilize human resources contacts to promote program.	Quantify how many new employers have joined the CAP.	Quantify new sources for employer information.
Increase awareness of CAP to employers	Quantify approximate number of presentations given to public and private employers willing to advocate CAP goals.	Quantify approximate number of informational pieces distributed to employers, i.e., broadcast events, etc.	Quantify the approximate number of presentations given in regards to the tax incentive initiative for employers.
Increase ETC's	Quantify approximate number of ETCs created.		
Increase employer-based carpools and vanpools	Quantify how many new carpool and vanpool programs have been implemented based on employer or company promotion.		
<b>Strategies</b>			
Disseminate information through printed and broadcast media and other local channels.	Utilize Human Resource offices for potential ETCs.	Give presentations to public and private employers and request advocacy assistance.	Develop generic public informational and promotional materials for use by local CAP agencies, MPOs and transit operators on the user benefits of CAP services.
Encourage agencies to contact Chambers of Commerce and Economic Development groups for employer listings in their areas.	Display names of employers participating in Rideshare programs on agency displays.	Implement public outreach programs such as "Transit Week" in order to tap in to other groups.	Allow companies to sponsor vans by placing company logos on magnetized signs.
Provide technical assistance to local programs on carpool and vanpool matching programs and implement demonstration projects.			

**FDOT-District 5  
Commuter Assistance Program (CAP)  
Work Plan**

<b>GOAL 2 – To increase the level of participation by individuals in the CAP.</b>			
<b>Objectives/Tasks</b>	<b>Performance Measures</b>		
Increase the number of individuals who have information about the CAP.	Describe efforts to develop generic materials and quantify approximate number of pieces distributed.		
Increase public education about rideshare alternatives	Quantify approximate number of informational pieces distributed and broadcast events, etc.	Quantify approximate number of presentations given to business and community groups and/or community leaders who are willing to advocate CAP goals.	
Target minority and low income populations and/or media	Quantify minority-focused publications, news media, or radio stations to reach other groups.		
Increase the individual carpools and vanpools	Quantify how many new carpool and vanpool programs have been implemented that focus on the individual		
Provide a Guaranteed Ride Home (GRH) service for emergencies	Quantify approximate number of informational pieces distributed and presentations made regarding the GRH program.	Quantify number of satisfied users of the GRH program.	
Target vicinities for individual-level interaction such as career fairs, universities and colleges	Quantify presentations given to individual-level groups and/or locations	Quantify individual-level responses and/or inquiries of Rideshare programs	
<b>Strategies</b>			
Disseminate information through printed and broadcast media and other local channels.	Develop public informational and promotional materials for user benefits of CAP services.	Provide technical assistance to local programs on carpool and vanpool matching programs and implement demonstration projects.	Survey existing Rideshare participants to get feedback as to why they participate and suggestions for generating interest for other individuals.

**FDOT-District 5  
Commuter Assistance Program (CAP)  
Work Plan**

<b>GOAL 3 – Promote program innovations and market the CAP.</b>			
<b>Objectives/Tasks</b>	<b>Performance Measures</b>		
Incorporate toll free Rideshare phone number into agency CAP.	Quantify number of telephone calls received through toll free number and media		
Research innovations and/or marketing strategies in the CAP industry.	Attend events that provide the opportunity to promote CAP and not just transit as a whole.		
Implement innovations and/or marketing strategies in the CAP industry	Coordinate with statewide marketing clearinghouse and/or other marketing groups for implementation of ideas.	Provide feedback to Department on what ideas were developed and implemented.	
Promote park n' ride facilities by expanding their use and utilizing their existing role for the Rideshare program.	Add information on park n' ride locations to brochures and materials.	Coordinate with the Department and local governments for new lot locations	
<b>Strategies</b>			
Preferential parking facilities should be increased as an incentive to attract users to the CAP.	Support a regional partnership between agencies in order to clarify deterrents and identify innovations.	Use mail-back cards with match lists to obtain feedback on program usage.	Promote toll free number through agency marketing materials
Use marketing techniques to promote Park n' Ride program.	Obtain technical assistance from other local CAP programs, CUTR, and other sources to develop affordable survey methods.	Create a CD Rom with information on tax incentives to distribute to employers.	

**FDOT-District 5  
Commuter Assistance Program (CAP)  
Work Plan**

<b>GOAL 4 – Participate in regional meetings and/or discussions regarding District 5 CAP.</b>			
<b>Objectives/Tasks</b>	<b>Performance Measures</b>		
Survey (either continual follow-up or annually) existing participants in the CAP	Use mail-back survey forms to obtain information on barriers and deterrents to the program.	Quantify responses from the follow up survey with questions that describe what motivates people to participate and what limits participation.	Quantify the deterrents to CAP usage in the agency quarterly report to FDOT based on the mail-back surveys.
Participate in regional coordination efforts	Attend regional meetings with FDOT and other transit agencies.	Share information on successful marketing programs with other transit agencies.	
<b>Strategies</b>			
Create a networking tool and Best Management Practices program.	To expand information outreach to rural counties and their constituents.		



Consent Agenda Item #6.G

**To:** LYNX Board of Directors

**From:** Lisa Darnall  
CHIEF OPERATING OFFICER  
Linda Connell  
(Technical Contact)

**Phone:** 407.841.2279 ext: 3036

**Item Name:** Authorization to execute the first renewal option with Public Risk Insurance Agency for renewal of Property, Liability, Workers' Compensation and Allied Insurances for FY2006-2007

**Date:** 9/28/2006

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**ACTION REQUESTED:**

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to execute the first-year renewal option with Public Risk Insurance Agency for the renewal of Contract # 0413 for Property, Liability, Workers' Compensation and Allied Insurances for FY2006-2007.

**BACKGROUND:**

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

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

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

The following chart compares FY 2005-2006 premiums and the FY 2006-2007 **estimated** premiums:

	<b>FY 05-06 Premiums</b>	<b>FY 06-07 Premiums</b>	<b>Increase/ Decrease</b>	<b>Term Expiration</b>
<b>Property/Inland Marine</b>	\$ 189,537	\$ 380,000	\$ 190,463	10-01-07
<b>TRIA (Terrorism)</b>	\$ 1,200	\$ 2,400	\$ 1,200	10-01-07
<b>Princeton Facility (Bennett) Premises Liability</b>	\$ 5,360 (estimate)	\$ 5,360 (estimate)	\$ 0	10-01-06
<b>Commercial General Liability Coverage – Excess *</b>	\$ 0	\$ 0	\$ 0	
<b>General Liability LCS Facility/ Primary BI and PD Combined</b>	\$ 24,636	\$ 26,000	\$ 1,364	10-01-07
<b>Excess Workers’ Compensation Coverage</b>	\$ 226,906	\$ 250,000	\$ 23,094	10-01-07
<b>Crime/Employee Dishonesty</b>	\$ 1,000	\$ 1,100	\$ 100	10-01-07
<b>Automobile Physical Damage Coverage</b>	\$ 114,894	\$ 126,500	\$ 11,606	10-01-07
<b>Garage Keepers</b>	\$ 500	\$ 500	\$ 0	10-01-07
<b>Automobile Liability Coverage (Road Rangers, Wages)</b>	\$ 25,979	\$ 27,300	\$ 1,321	10-01-07
<b>Directors and Officers/Employment Practices</b>	\$ 25,301	\$ 26,500	\$ 1,199	10-01-07
<b>Group Travel Accident (Felony Assault)</b>	\$ 3,738	\$ 3,738 (estimate)	0	01-01-07
<b>Fiduciary</b>	\$ 5,675	\$ 6,000	\$ 325	10-01-07
<b>Storage Tank Liability and Corrective Action</b>	\$ 5,930	\$ 6,250	\$ 320	10-01-07
<b>Total Premium Cost</b>	\$ 630,656	\$ 861,648	\$ 230,992	

The Public Risk Insurance Agency has provided estimated premiums for FY2006-2007 as indicated above.

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

The estimated premiums for property/inland marine do not include the LOC. They do, however, include the Princeton facility for one full year and the Bennett facility for the term of the lease. Once we vacate the Princeton facility, the premiums will be adjusted. Additionally, once we receive the Certificate of Occupancy, the LOC will be added.

**FISCAL IMPACT:**

The estimated premiums in the amount of \$861,648 will be covered in the FY06-07 operating budget.

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Consent Agenda Item #6.H

**To:** LYNX Board of Directors

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

**Phone:** 407.841.2279 ext: 3036

**Item Name:** Authorization to procure 20 GFI Odyssey fareboxes

**Date:** 9/28/2006

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**ACTION REQUESTED:**

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to procure twenty (20) GFI Odyssey fareboxes in the amount of \$275,620.

**BACKGROUND:**

In January 2002, LYNX Board of Directors authorized the Executive Director to award a \$2.3 million contract to GFI Genfare for the purchase of 226 Odyssey Electronic Fareboxes. This authorization was supported by a proprietary purchase with sole source justifications based on a singular modular component; smart card application capability; financial strength (security measures); and legacy back office (money room) equipment. Cost for the equipment was benchmarked off a competitively awarded contract by Merrimack Valley Regional Transportation Authority.

In April 2006, LYNX Board of Directors accepted and adopted LYNX' Comprehensive Operations Analysis (COA). The COA along with the Board of Directors and Orange County Government recommended that LYNX add buses on certain routes and add new service alignments in unserved areas. Based on those recommendations and Service Development Grants received through the Florida Department of Transportation (FDOT), staff determined it needed at least 11 additional buses that would begin service in December 2006.

This past summer, LYNX received 35 new buses that were originally scheduled as replacement buses. These new vehicles were ordered without fareboxes with the intent of removing fareboxes from the proposed retirement fleet. The new buses have been retrofitted with the older fareboxes, but 11 of the retired fleet will remain on the active list until the arrival of new buses, but fareboxes are needed for them to be placed into service.

In addition to the 11 fareboxes needed for the expanded service in December 2006, industry standards suggest having at least a 10% spare ratio of additional equipment to effectively manage the farebox maintenance program. To achieve this goal, staff is proposing to purchase an additional 9 units for a total of 20.

**FISCAL IMPACT:**

The purchase of the 20 fareboxes has been included in the FY2007 Capital Budget. One hundred percent of the cost will be born by Federal assistance. The unit cost for each farebox is \$13,781 for a total amount of \$275,620.

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**Action Agenda Item #7.A**

**To:** LYNX Board of Directors

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

**Phone:** 407.841.2279 ext: 3047

**Item Name:** Adoption of the FY2007 Operating and Capital Budgets

**Date:** 9/28/2006

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**ACTION REQUESTED:**

Adoption of the Fiscal Year 2006-2007 Operating and Capital Budgets in the amount of \$135,927,206.

**BACKGROUND:**

On behalf of the LYNX staff, I am pleased to present the proposed fiscal year 2006 - 2007 budget of the Central Florida Regional Transportation Authority (LYNX) for your adoption.

At the April 2006 Board meeting, we presented to the Audit Committee a draft of the FY2007 budget. Since then, presentations have been made to our local funding partners, assumptions have been reexamined and decisions have been made that we believe will maximize our limited resources and provide the most value to our customers.

The proposed Operating Budget is \$107,152,773 and the proposed Capital Budget is \$28,774,433. Operating revenues equal operating expenses. Sources of capital equal uses of capital. There is \$1,825,947 being budgeted as Operating Reserves, which will fund unanticipated expenses that occur through out the fiscal year or will go into Organizational Reserves at year-end to fund annualized cost of new service implemented in FY2007.

**Budget Highlights**

The FY2007 proposed budget totals \$135,927,206 of which \$107,152,773 represents operating expenses and \$28,774,433 is for capital expenditures. This is a net increase in the total budget of \$4,840,294 or 4%. The overall increase is due to several major impact items of which some are largely out of LYNX' control. The major expenditure impacts are as follows:

## Key Budgetary Increases (Decreases):

• Group Health Insurance	\$ 485,017
• New LYNX Operations Center	\$ 1,497,978
• Fixed Route Fuel	\$ 2,505,332
• Union Contracts/Wages	\$ 1,999,155
• Paratransit Contract	\$ 2,140,121
• On-Time Performance 50%	\$ 2,089,684
• New Service	\$ 702,338
• Customer Fares	\$ 1,826,638
• Bus Advertising	\$ 430,000
• Various Other Expenses and Revenues	\$ (49,674)
• Commuter Rail (100% Grant Funded)	\$ (6,000,000)
• Revenue Vehicles	\$ 6,610,472
• Fareboxes (spares)	\$ 275,620
• LYNX Operating Center (LOC)	\$ (10,950,575)
• LYNX Central Station (LCS)	\$ (200,000)
• Facility Improvements	\$ (860,490)
• Passenger Amenities	\$ 503,243
• CAD/AVL; MDT's; Real Time Signage	\$ 2,038,365
• Support Equipment	\$ <u>(202,930)</u>
<b>Total Net Increase</b>	<b>\$ <u>4,840,294</u></b>

## Operating Budget

The proposed Operating Budget for FY2007 is \$107,152,773 which is an increase of \$7,626,589 or 8% from the previous year. The operating budget is funded by a combination of LYNX-generated revenue and federal, state and local dollars. These funds are used to fund personnel expenses, services, materials, supplies, taxes, utilities, casualty & liability expenses, purchased transportation expenses, leases and miscellaneous expenses. Specifically, this budget includes funds from the following areas:

• LYNX-Generated Revenue	\$ 31,112,994
• Federal Revenue	\$ 11,087,192
• State Revenue	\$ 11,251,569
• Local Revenue	\$ <u>53,701,018</u>
<b>Total Operating Revenue</b>	<b>\$ <u>107,152,773</u></b>

These funds are to be used to fund the following types of expenses:

• Personnel Expenses	\$ 57,259,248
• Services	\$ 9,269,612
• Materials & Supplies	\$ 17,369,664
• Taxes & Utilities	\$ 1,457,384
• Casualty & Liability Expenses	\$ 1,483,879
• Purchased Transportation Expenses	\$ 16,494,174
• Leases & Miscellaneous Expenses	\$ 1,992,865
• Operating Reserves	\$ <u>1,825,947</u>
<b>Total Operating Expenses</b>	<b><u>\$107,152,773</u></b>

## Capital Budget

The proposed Capital Budget for FY06 is \$28,774,433, which is a \$2,786,295 decrease or 9% from the previous year. This is primarily due to the substantial completion of the LYNX Operations Center, which is a decrease of \$10,950,075 or 87%.

A detailed overview of the capital budget will be provided to the Audit Committee on September 28, 2006.

## Staffing

Our staffing count is budgeted to increase by seventy six (76) positions. We added forty-four (44) positions for on-time performance implementation, twenty-five (25) positions to support for new service, one (1) position for a Security Officer recommended by the Threat and Vulnerability Analysis, and eight (8) positions for the operation and maintenance of the LOC. We also eliminated one (1) full-time Senior Programmer and one (1) full-time Program Coordinator in our IT and Business Relations divisions, respectively. These changes would bring our approved head count from 935 to 1011.

## Closing

A budget summary of revenues and expenditures together with the sources of revenues and expenditures is attached. Please contact me at (407) 254-6017 or Bert Francis at (407) 254-6047 or Blanche Sherman at (407) 254-6100 if you have any questions concerning the proposed budget prior to our Board meeting on Thursday, September 28, 2006.



**FISCAL IMPACT:**

The budget will be financed by operating revenues and assistance from federal, state and local governments. No funds will be committed to the Capital Improvement Program unless they are fully funded by federal, state and local sources.

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<b>LYNX</b>							
<b>FY 2006-2007 Total Operating Budget Summary</b>							
	<b>2003-2004</b>	<b>2004-2005</b>	<b>2005-2006</b>	<b>2006-2007</b>	<b>Change</b>	<b>%</b>	
	<b>Actual</b>	<b>Actual</b>	<b>Current Budget</b>	<b>Proposed Budget</b>			
<b>OPERATING REVENUE:</b>							
<b>Fund Balance</b>	\$ -	\$ -	\$ -	\$ -	\$ -	0%	
<b>Customer Fares</b>	14,831,532	17,184,246	17,966,868	19,793,506	1,826,638	10%	
<b>Contract Services</b>	7,820,963	8,337,296	8,412,662	8,015,538	(397,124)	-5%	
<b>Advertising on Buses</b>	939,099	1,134,419	950,000	1,380,000	430,000	45%	
<b>Advertising Trade</b>	524,545	533,831	560,000	920,000	360,000	64%	
<b>Misc &amp; Other Revenue</b>	431,612	596,430	820,456	1,148,994	328,538	40%	
<b>Total LYNX-Generated Revenue</b>	\$ 24,547,751	\$ 27,786,222	\$ 28,709,986	\$ 31,258,038	\$ 2,548,052	9%	
<b>CONTRIBUTIONS:</b>							
<b>Federal</b>	\$ 11,216,029	\$ 11,886,551	\$ 16,076,252	\$ 11,087,192	\$ (4,989,060)	-31%	
<b>State</b>	10,039,189	9,644,225	12,088,484	11,251,569	(836,915)	-7%	
<b>Local</b>	33,750,419	36,854,797	42,651,462	53,555,974	10,904,512	26%	
<b>Total Contributions</b>	\$ 55,005,637	\$ 58,385,573	\$ 70,816,198	\$ 75,894,735	\$ 5,078,537	7%	
<b>TOTAL REVENUE</b>	\$ 79,553,388	\$ 86,171,795	\$ 99,526,184	\$ 107,152,773	\$ 7,626,589	8%	
<b>OPERATING EXPENSES</b>							
<b>Personnel Expenses</b>	\$ 46,830,025	\$ 49,843,046	\$ 52,448,997	\$ 57,259,248	\$ 4,810,251	9%	
<b>Services</b>	6,627,068	6,959,415	14,546,801	9,269,612	(5,277,189)	-36%	
<b>Material &amp; Supplies</b>	7,947,222	11,415,254	12,372,884	17,369,664	4,996,780	40%	
<b>Taxes &amp; Utilities</b>	883,048	1,212,405	1,033,393	1,457,384	423,991	41%	
<b>Casualty &amp; Liability</b>	1,221,006	968,759	1,372,277	1,483,879	111,602	8%	
<b>Purchased Transportation Services</b>	13,579,111	13,794,677	15,783,797	16,494,174	710,377	5%	
<b>Leases &amp; Miscellaneous</b>	1,732,609	1,881,997	1,688,370	1,992,865	304,495	18%	
<b>Operating Reserves</b>	-	-	279,665	1,825,947	1,546,282	0%	
<b>TOTAL EXPENSES</b>	\$ 78,820,090	\$ 86,075,553	\$ 99,526,184	\$ 107,152,773	\$ 7,626,589	8%	
<b>NET OPERATING POSITION</b>	\$ 733,297	\$ 96,242	\$ -	\$ -	\$ -	0%	

LYNX						
FY 2006-2007 Proposed Local Operating Funding Comparison						
	2003-2004	2004-2005	2005-2006	2006-2007	Change	%
	Actual	Actual	Current Budget	Proposed Budget		
<b>Local Funds:</b>						
<b>Orange County**</b>	\$ 21,523,384	\$ 23,906,735	\$ 27,278,396	\$ 36,385,544	\$ 9,107,148	33%
<b>Osceola County</b>	3,273,123	3,400,965	4,111,900	4,519,610	407,710	10%
<b>Seminole County</b>	2,379,017	3,488,406	4,048,796	4,853,050	804,254	20%
<b>City of Orlando</b>	4,944,753	5,323,551	5,668,545	5,924,658	256,113	5%
<b>Lake County</b>	-	-	-	247,656	247,656	0%
<b>Kissimmee</b>	420,000	420,000	420,000	320,000	(100,000)	-24%
<b>St. Cloud</b>	120,000	127,666	131,496	174,192	42,696	32%
<b>Altamonte Springs*</b>	397,361	211,157	1,326,000	910,000	(416,000)	-31%
<b>Sanford</b>	304,253	182,312	100,000	100,000	-	0%
<b>Volusia Express</b>	96,670	121,264	123,446	121,264	(2,182)	-2%
<b>Workforce Central Florida</b>	153,371	201,666	201,666	-	(201,666)	-100%
<b>Maitland</b>	138,487	534	-	-	-	0%
<b>Total Local Funds</b>	\$ 33,750,419	\$ 37,384,256	\$ 43,410,245	\$ 53,555,974	\$10,145,729	23%

\* Includes \$1,196,000 and \$780,000 for BRT funding in FY 2006 and FY2007, respectively.

\*\*Orange County's does not include the \$2 Capital Funding in the amount of \$1,656,917. If included the budgetary increase year-over-year would indicate the 39%.

LYNX						
FY 2006-2007 Proposed Local ADA Funding						
	2003-2004	2004-2005	2005-2006	2006-2007	Change	%
	Actual	Actual	Current Budget	Proposed Budget		
<b>Local Funds:</b>						
<b>Orange County</b>	\$ 3,329,490	\$ 3,151,365	\$ 3,621,747	\$ 4,161,453	\$ 539,706	15%
<b>Osceola County</b>	306,336	359,062	451,865	441,423	(10,442)	-2%
<b>Seminole County</b>	495,121	616,986	841,443	877,307	35,864	4%
<b>Kissimmee</b>	138,982	162,945	162,945	166,358	3,413	2%
<b>St. Cloud</b>	28,617	33,542	39,505	80,224	40,719	103%
<b>Altamonte Springs</b>	127,531	80,168	-	-	-	0%
<b>Sanford</b>	70,728	82,312	-	-	-	0%
<b>Total Local Funds</b>	\$ 4,496,805	\$ 4,486,380	\$ 5,117,505	\$ 5,726,765	\$ 609,260	12%

**LYNX**  
**FY 2006-2007 Proposed Expenditure Budget Summary**

	2003-2004 Actual	2004-2005 Actual	2005-2006 Current Budget	2006-2007 Proposed Budget	Change	%
<b>OPERATING EXPENSES</b>						
Personnel Expenses	\$ 46,830,025	\$ 49,843,046	\$ 52,448,997	\$ 57,259,248	\$ 4,810,251	9%
Services	6,627,068	6,959,415	14,546,801	9,269,612	(5,277,189)	-36%
Material & Supplies	7,947,222	11,415,254	12,372,884	17,369,664	4,996,780	40%
Taxes & Utilities	883,048	1,212,405	1,033,393	1,457,384	423,991	41%
Casualty & Liability	1,221,006	968,759	1,372,277	1,483,879	111,602	8%
Purchased Transportation Services	13,579,111	13,794,677	15,783,797	16,494,174	710,377	5%
Leases & Miscellaneous	1,732,609	1,881,997	1,688,370	1,992,865	304,495	18%
Operating Reserves	-		279,665	1,825,947	1,546,282	0%
<b>TOTAL EXPENSES</b>	<b>\$ 78,820,090</b>	<b>\$ 86,075,553</b>	<b>\$ 99,526,184</b>	<b>\$ 107,152,773</b>	<b>\$ 7,626,589</b>	<b>8%</b>
<b>CAPITAL EXPENDITURES</b>	<b>\$ 19,310,532</b>	<b>\$ 29,525,187</b>	<b>\$ 31,560,728</b>	<b>\$ 28,774,433</b>	<b>\$ (2,786,295)</b>	<b>-9%</b>
<b>TOTAL EXPENDITURES</b>	<b>\$ 98,130,622</b>	<b>\$ 115,600,740</b>	<b>\$ 131,086,912</b>	<b>\$ 135,927,206</b>	<b>\$ 4,840,294</b>	<b>4%</b>
<b>STAFFING</b>	939	949	935	1,011	76	8%

Work Session Item #8.A

**To:** LYNX Board of Directors

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

**Phone:** 407.841.2279 ext: 3017

**Item Name:** Election of the 2007 Board of Directors' Officers

**Date:** 9/28/2006

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On an annual basis, the Board of Directors elects from its membership a Chairman, Vice Chairman, Secretary and may elect a Treasurer. These positions shall exercise such powers and duties empowered within each as noted in Section 2.2 of Administrative Rule #2 – Board Governance (Bylaws).

Legal Counsel will preside over the election of officers.

**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:** Monthly Travel Report

**Date:** 9/28/2006

EMPLOYEE/ DEPARTMENT	DESTINATION	PURPOSE	DATE (Departure And Return)	COMPANY COST
Mira Bourova Planning	Deland, FL	COMTO Volusia County GIS Users Group meeting	08/25/06	-
Jorge Mejia Operations	Sarasota, FL	Advanced Electric	09/10-09/13/06	CUTR
			<b>TOTAL</b>	-

**Information Item II: Ridership Report**

**To:** LYNX Board of Directors

**From:** **Lisa Darnall**  
 CHIEF OPERATING OFFICER  
**Jennifer Clements**  
 (Technical Contact)  
**William Hearndon**  
 (Technical Contact)  
**Terry Jordan**  
 (Technical Contact)

**Phone:** 407.841.2279 ext: 3036

**Item Name:** Final July 2006 Ridership Report

**Date:** 9/28/2006

**JULY FINAL**

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

	<b>July 2005</b>	<b>July 2006</b>	<b>Percentage +/-</b>
Total Monthly Boardings	1,956,661	2,061,674	+5.4%
Average Weekday Boardings	76,204	79,353	+4.1%
Annual Ridership to Date	20,457,493	20,896,502	+2.1%

July 2006 experienced a system wide ridership total of 2,061,674 or an increase of 5.4% (or an additional 105,006 riders) when compared to the 1,956,661 boardings recorded in July 2005.

**Fixed Route – Comparison to Prior Year**

	<b>July 2005</b>	<b>July 2006</b>	<b>Percentage +/-</b>
Total Monthly Boardings	1,900,006	2,004,370	+5.5%
Average Weekday Boardings	73,790	76,952	+4.3%
Annual Ridership to Date	19,805,050	20,287,707	+2.4%

Fixed route ridership for the month July 2006 totaled 2,004,370, reflecting an increase of 5.5% when compared to the 1,900,006 passengers carried in July 2005.



**Fixed Route – Comparison to Prior Month**

	<b>June 2006</b>	<b>July 2006</b>	<b>Percentage +/-</b>
Total Monthly Boardings	2,045,234	2,004,370	-2.0%
Average Weekday Boardings	78,014	76,952	-1.3%
Number of Weekdays	23	20	-13.0%

When compared to the fixed route boardings in June 2006, July 2006 reflects a minor decrease of 2.0% in ridership. Continuing inclement weather with a majority of days above 90 degree temperatures, along with the 4<sup>th</sup> of July Independence Day holiday falling on a Tuesday may be contributing factors to this month's ridership decline. July 2006 also saw a slight decrease of 1.3% in the average number of passengers riding per weekday (76,952) when compared to the average weekday ridership in June 2006 of 78,014 or (0.7%).

**Individual Fixed Route Comparison to Prior Year**

Comparisons of individual route ridership during July 2006 show three routes (Links 5, 6 and 54) to have experienced a decline in ridership greater than 10% when compared to July 2005.

**Route Decreases Greater Than 10%**

- o Link 5 – Lake George/Fort Gatlin (-10.0%)
- o Link 6 – Dixie Belle (-12.7%)
- o Link 54 – Old Winter Garden Road (-10.1%)

In contrast, July 2006 produced 19 routes with increases of 10% or greater when compared to July 2005.

**Route Increases Greater Than 10%**

- o Link 8 – West Oakridge Road/International Drive (+10.0%)
- o Link 14 – Princeton Street/Plymouth Apartments (+15.3%)
- o Link 21 – Carver Shores/Tangelo Park (+14.1%)
- o Link 26 – Pleasant Hill Road/Poinciana (+13.5%)
- o Link 32 – Union Park/Bithlo (+14.1%)
- o Link 34 – Sanford/Goldsboro (+20.1%)
- o Link 37 – Park Promenade Plaza/Florida Mall (14.6%)
- o Link 45 – Lake Mary (+20.2%)
- o Link 46 – West S.R. 46/Seminole Towne Center (+23.9%)
- o Link 49 – West Colonial Drive/Pine Hills (+15.1%)

## LYNX MONTHLY RIDERSHIP JULY 2006 - FINAL

### FY 2006

Service Mode	Oct-05	Nov-05	Dec-05	Jan-06	Feb-06	Mar-06	Apr-06	May-06	Jun-06	Jul-06	Aug-06	Sep-06	TOTAL YEAR
LYMMO	98,726	97,582	96,276	90,962	93,232	104,808	96,949	102,166	101,618	97,651			979,970
25% OF VOTRAN	323	280	218	273	226	350	295	346	362	344			3,018
(all other Links)	1,937,622	1,920,566	1,975,403	1,869,830	1,834,244	2,026,533	1,904,243	1,986,650	1,943,254	1,906,376			19,304,719
Total Fixed Route	2,036,671	2,018,428	2,071,897	1,961,065	1,927,702	2,131,691	2,001,487	2,089,162	2,045,234	2,004,370			20,287,707
Special Shuttles	0	125	91	24,932	84	56	136	519	47	21			26,011
Access LYNX	44,693	45,409	42,823	42,680	40,117	52,251	40,734	44,621	44,299	41,825			439,452
VanPlan	12,472	12,194	13,054	13,473	14,272	16,730	14,260	16,007	15,412	15,458			143,332
<b>TOTAL</b>	<b>2,093,836</b>	<b>2,076,156</b>	<b>2,127,865</b>	<b>2,042,150</b>	<b>1,982,175</b>	<b>2,200,728</b>	<b>2,056,617</b>	<b>2,150,309</b>	<b>2,104,992</b>	<b>2,061,674</b>			<b>20,896,502</b>

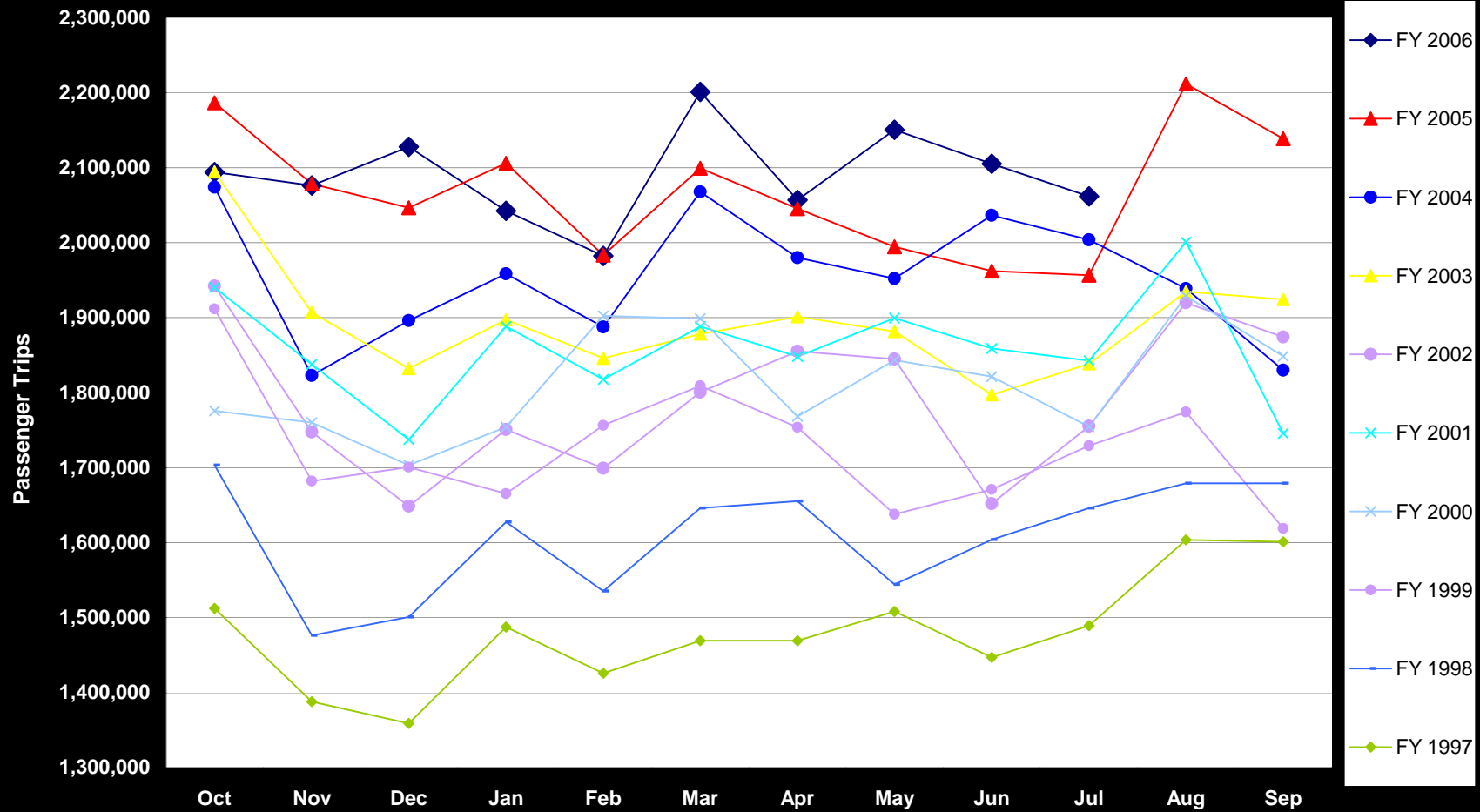
### % CHANGE FROM FY 2005 TO FY 2006

Service Mode	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	TOTAL YEAR
LYMMO	11.2%	6.8%	4.2%	-7.9%	-6.7%	1.2%	-8.9%	4.9%	5.3%	2.0%			0.9%
25% OF VOTRAN	-1.9%	-4.8%	-24.5%	-9.5%	-27.7%	1.4%	1.9%	14.7%	14.5%	15.6%			-1.9%
(all other Links)	-4.5%	0.0%	4.4%	-2.5%	0.6%	5.2%	1.5%	8.2%	7.7%	5.7%			2.5%
Total Fixed Route	-3.8%	0.3%	4.4%	-2.8%	0.2%	5.0%	0.9%	8.0%	7.6%	5.5%			2.4%
Special Shuttles	-100.0%	145.1%	-13.3%	-5.3%	-25.0%	-87.9%	83.8%	-11.1%	-89.1%	-4.5%			-10.7%
Access LYNX	-11.5%	-7.9%	-7.7%	-12.8%	-12.5%	-1.2%	-16.4%	-4.8%	-8.8%	-7.1%			-9.0%
VanPlan	-29.2%	-27.4%	-15.3%	0.9%	1.7%	13.6%	10.8%	28.8%	35.3%	33.0%			2.2%
<b>TOTAL</b>	<b>-4.2%</b>	<b>-0.1%</b>	<b>4.0%</b>	<b>-3.0%</b>	<b>0.0%</b>	<b>4.8%</b>	<b>0.6%</b>	<b>7.8%</b>	<b>7.3%</b>	<b>5.4%</b>			<b>2.1%</b>

### FY 2005

Service Mode	Oct-04	Nov-04	Dec-04	Jan-05	Feb-05	Mar-05	Apr-05	May-05	Jun-05	Jul-05	Aug-05	Sep-05	TOTAL YEAR
LYMMO	88,774	91,389	92,433	98,789	99,916	103,613	106,431	97,391	96,514	95,721	110,496	104,413	1,185,880
25% OF VOTRAN	329	295	289	302	313	345	290	302	316	297	344	372	3,794
(all other Links)	2,028,139	1,920,348	1,891,693	1,918,273	1,822,895	1,927,035	1,876,977	1,836,846	1,804,808	1,803,988	2,037,024	1,972,454	22,840,480
Total Fixed Route	2,117,242	2,012,031	1,984,415	2,017,364	1,923,124	2,030,993	1,983,698	1,934,539	1,901,638	1,900,006	2,147,864	2,077,239	24,030,153
Special Shuttles	965	51	105	26,333	112	464	74	584	433	22	59	14	29,216
Access LYNX	50,501	49,286	46,402	48,921	45,863	52,905	48,714	46,848	48,593	45,009	50,288	47,868	581,198
VanPlan	17,624	16,794	15,410	13,358	14,032	14,724	12,872	12,430	11,390	11,624	13,524	13,298	167,080
<b>TOTAL</b>	<b>2,186,332</b>	<b>2,078,162</b>	<b>2,046,332</b>	<b>2,105,976</b>	<b>1,983,131</b>	<b>2,099,086</b>	<b>2,045,358</b>	<b>1,994,401</b>	<b>1,962,054</b>	<b>1,956,661</b>	<b>2,211,735</b>	<b>2,138,419</b>	<b>24,807,647</b>

# LYNX Ridership Growth - All Modes



LYNX AVERAGE DAILY RIDERSHIP JULY 2006- FINAL

FY 2006

Service Mode	Day	Oct-05	Nov-05	Dec-05	Jan-06	Feb-06	Mar-06	Apr-06	May-06	Jun-06	Jul-06	Aug-06	Sep-06	AVG DAILY FOR YEAR
LYMMO	Wkday	4,176	4,178	3,091	3,720	4,264	4,145	4,298	4,254	4,256	4,251			4,063
	Sat	1469	1562	895	1,387	1,181	1,497	1,377	1,116	1,228	1,259			1,297
	Sun	738	719	676	713	809	870	820	823	770	851			779
25% of Votran (all other Links)	Wkday	15	14	10	13	11	15	15	16	16	17			14
	Wkday	73,284	75,246	63,736	70,343	76,485	74,297	75,654	74,303	73,742	72,684			60,814
	Sat	49,640	50,522	42,215	49,487	49,154	50,882	50,612	51,230	50,768	53,188			41,475
	Sun	29,711	27,589	23,225	24,635	26,926	28,457	27,562	29,344	29,372	31,235			23,171
Total Fixed Route	Wkday	77,475	79,438	66,837	74,076	80,760	78,457	79,967	78,573	78,014	76,952			77,055
	Sat	51,109	52,084	43,110	50,874	50,335	52,379	51,989	52,346	51,996	54,447			51,067
	Sun	30,449	28,308	23,901	25,348	27,735	29,327	28,382	30,167	30,142	32,086			28,585
Access LYNX	Wkday	1,879	1,863	1,726	1,743	1,806	2,121	1,775	1,754	1,819	1,742			1,823
	Sat	741	770	732	732	720	776	728	738	754	742			743
	Sun	306	337	296	283	282	340	321	333	317	307			312
VanPlan	Wkday	542	521	557	563	567	667	635	635	650	659			600
	Sat	142	99	124	142	161	183	166	184	156	156			151
	Sun	74	83	83	103	158	167	143	189	119	116			124
<b>TOTAL LYNX SERVICES</b>	Wkday	<b>79,896</b>	<b>81,822</b>	<b>69,120</b>	<b>76,382</b>	<b>83,133</b>	<b>81,245</b>	<b>82,377</b>	<b>80,962</b>	<b>80,483</b>	<b>79,353</b>			<b>66,231</b>
	Sat	<b>51,992</b>	<b>52,953</b>	<b>43,966</b>	<b>51,748</b>	<b>51,216</b>	<b>53,338</b>	<b>52,883</b>	<b>53,268</b>	<b>52,906</b>	<b>55,345</b>			<b>43,301</b>
	Sun	<b>30,829</b>	<b>28,728</b>	<b>24,280</b>	<b>25,734</b>	<b>28,175</b>	<b>29,834</b>	<b>28,846</b>	<b>30,689</b>	<b>30,578</b>	<b>32,509</b>			<b>24,184</b>

% CHANGE FROM FY 2005 TO FY 2006

Service Mode	Day	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	YEAR
LYMMO	Wkday	6.9%	5.0%	-16.8%	-11.0%	-6.2%	1.4%	-6.5%	1.3%	4.7%	0.4%			-3.4%
	Sat	100.7%	48.2%	-34.0%	-14.5%	-18.0%	-2.7%	6.4%	-15.1%	12.4%	4.5%			0.6%
	Sun	21.2%	0.3%	14.4%	-4.3%	-1.5%	1.9%	-5.4%	26.4%	13.4%	1.8%			5.2%
25% of Votran (all other Links)	Wkday	-2.1%	-0.3%	-21.1%	-9.6%	-27.8%	1.4%	6.8%	9.4%	9.6%	15.8%			-3.8%
	Wkday	-5.2%	-0.5%	-9.0%	-5.0%	1.1%	5.7%	4.0%	5.1%	7.7%	4.5%			-16.6%
	Sat	-2.9%	4.4%	-15.2%	0.0%	-2.1%	4.3%	6.0%	7.6%	9.4%	10.6%			-15.8%
	Sun	0.4%	1.9%	-9.4%	-10.3%	0.7%	0.5%	0.5%	9.3%	5.9%	9.9%			-17.1%
Total Fixed Route	Wkday	-4.6%	-0.2%	-9.4%	-5.3%	0.7%	5.5%	3.4%	4.9%	7.5%	4.3%			-0.1%
	Sat	-1.4%	5.3%	-15.7%	-0.5%	-2.6%	4.1%	6.1%	7.0%	9.4%	10.4%			1.1%
	Sun	0.8%	1.9%	-8.9%	-10.2%	0.7%	0.5%	0.4%	9.7%	6.1%	9.7%			-0.4%
Access LYNX	Wkday	-12.3%	-7.3%	-10.4%	-14.6%	-13.6%	0.4%	-14.7%	-9.3%	-10.5%	-8.9%			-9.9%
	Sat	-1.7%	1.9%	14.6%	11.6%	-1.9%	1.2%	-4.1%	1.5%	5.6%	8.2%			3.2%
	Sun	-1.9%	1.5%	-32.4%	-21.4%	-5.7%	2.4%	-1.8%	6.7%	14.0%	13.3%			-1.9%
VanPlan	Wkday	-22.7%	-26.7%	-9.1%	-3.4%	-8.4%	11.2%	11.2%	19.4%	31.0%	31.3%			1.9%
	Sat	-37.7%	-43.8%	-27.9%	35.2%	-35.9%	23.6%	40.7%	132.9%	183.6%	60.8%			-5.6%
	Sun	-68.2%	-23.9%	-48.4%	-13.4%	-0.6%	87.6%	107.2%	166.2%	70.0%	-10.1%			8.7%
<b>TOTAL LYNX SERVICES</b>	Wkday	<b>-5.0%</b>	<b>-0.6%</b>	<b>-9.4%</b>	<b>-5.6%</b>	<b>0.3%</b>	<b>5.4%</b>	<b>3.0%</b>	<b>4.6%</b>	<b>7.2%</b>	<b>4.1%</b>			<b>-17.0%</b>
	Sat	<b>-1.6%</b>	<b>5.1%</b>	<b>-15.4%</b>	<b>-0.2%</b>	<b>-2.7%</b>	<b>4.1%</b>	<b>6.0%</b>	<b>7.1%</b>	<b>9.6%</b>	<b>10.5%</b>			<b>-15.8%</b>
	Sun	<b>0.2%</b>	<b>1.8%</b>	<b>-9.5%</b>	<b>-10.3%</b>	<b>0.6%</b>	<b>0.8%</b>	<b>0.6%</b>	<b>10.1%</b>	<b>6.3%</b>	<b>9.6%</b>			<b>-17.0%</b>

FY 2005

Service Mode	Day	Oct-04	Nov-04	Dec-04	Jan-05	Feb-05	Mar-05	Apr-05	May-05	Jun-05	Jul-05	Aug-05	Sep-05	AVG DAILY FOR YEAR
LYMMO	Wkday	3,908	3,978	3,713	4,182	4,544	4,089	4,595	4,201	4,065	4,234	4,433	4,517	4,205
	Sat	732	1054	1357	1,623	1,440	1,539	1,294	1,315	1,093	1,205	1,373	1,447	1,289
	Sun	609	717	591	745	821	854	867	651	679	836	763	756	741
25% of Votran (all other Links)	Wkday	16	14	13	14	16	15	14	14	14	15	15	18	15
	Wkday	77,294	75,616	70,045	74,058	75,646	70,297	72,723	70,699	68,499	69,541	74,373	76,602	72,949
	Sat	51,126	48,411	49,800	49,483	50,215	48,793	47,729	47,622	46,424	48,093	50,897	52,213	49,234
	Sun	29,606	27,075	25,636	27,472	26,726	28,325	27,414	26,849	27,737	28,416	30,031	30,084	27,948
Total Fixed Route	Wkday	81,218	79,608	73,771	78,254	80,206	74,401	77,332	74,914	72,578	73,790	78,821	81,137	77,169
	Sat	51,858	49,465	51,157	51,106	51,655	50,332	49,023	48,937	47,517	49,298	52,270	53,660	50,523
	Sun	30,215	27,792	26,227	28,217	27,547	29,179	28,281	27,500	28,416	29,252	30,794	30,840	28,688
Access LYNX	Wkday	2,142	2,009	1,927	2,040	2,090	2,112	2,080	1,933	2,032	1,912	2,019	1,990	2,024
	Sat	754	756	639	656	734	767	759	727	714	686	707	743	720
	Sun	312	332	438	360	299	332	327	312	278	271	268	291	318
VanPlan	Wkday	701	711	613	583	619	600	571	532	496	502	560	570	588
	Sat	228	176	172	105	251	148	118	79	55	97	382	113	160
	Sun	233	109	161	119	159	89	69	71	70	129	83	72	114
<b>TOTAL LYNX SERVICES</b>	Wkday	<b>84,061</b>	<b>82,328</b>	<b>76,311</b>	<b>80,877</b>	<b>82,915</b>	<b>77,113</b>	<b>79,983</b>	<b>77,379</b>	<b>75,106</b>	<b>76,204</b>	<b>81,400</b>	<b>83,697</b>	<b>79,781</b>
	Sat	<b>52,840</b>	<b>50,397</b>	<b>51,968</b>	<b>51,867</b>	<b>52,640</b>	<b>51,247</b>	<b>49,900</b>	<b>49,743</b>	<b>48,286</b>	<b>50,081</b>	<b>53,359</b>	<b>54,516</b>	<b>51,404</b>
	Sun	<b>30,760</b>	<b>28,233</b>	<b>26,826</b>	<b>28,696</b>	<b>28,005</b>	<b>29,600</b>	<b>28,677</b>	<b>27,883</b>	<b>28,764</b>	<b>29,652</b>	<b>31,145</b>	<b>31,203</b>	<b>29,120</b>

ROUTE RIDERSHIP REPORT

Link No	Route	FY05 Average Monthly Ridership	May-06	% Change May 06 to June 06	Jun-06	% Change June 06 to July 06	Jul-06	% Change from July 06 to July 05	Change July 06 as Compared to FY05 Avg. Monthly Ridership
1	N Orange Ave./Altamonte Mall	17,758	19,098	-9.8%	17,235	-4.5%	16,467	6.5%	-7.27%
2	ColoniaItown	3,605	3,972	-18.2%	3,249	-9.5%	2,940	-2.5%	-18.45%
3	Lake Margaret	17,630	18,364	-3.1%	17,790	-13.3%	15,432	-0.2%	-12.47%
4	South U.S. 441/Kissimmee	141,616	149,058	-2.1%	145,858	1.3%	147,779	4.7%	4.35%
5	Lake George/Fort Gatlin	5,013	4,829	-7.8%	4,450	-29.1%	3,153	-10.0%	-37.10%
6	Dixie Belle	19,003	17,400	-9.5%	15,747	-5.2%	14,922	-12.7%	-21.47%
7	S. Orange Ave./Florida Mall	25,426	24,873	1.5%	25,254	-5.6%	23,837	2.6%	-6.25%
8	W. Oak Ridge Rd./Int'l Dr.	155,602	171,892	-5.3%	162,719	0.0%	162,740	10.0%	4.59%
9	N. Orange Ave./Rosemont	29,726	30,805	-4.8%	29,320	-2.3%	28,652	9.1%	-3.61%
10	East U.S. 192/St. Cloud	20,147	19,285	-2.1%	18,882	-3.1%	18,294	-8.1%	-9.20%
11	S. Orange Ave./OIA	35,133	34,233	-3.6%	33,016	-1.6%	32,480	-4.7%	-7.55%
12	Buenaventura Lks/Boggy Ck	8,124	7,708	-24.1%	5,850	-16.3%	4,897	2.5%	-39.72%
13	University of Central Florida	35,077	32,532	-3.0%	31,567	-7.1%	29,320	-0.2%	-16.41%
14	Princeton Street/Plymouth Apts.	6,564	5,910	-1.8%	5,804	0.4%	5,825	15.3%	-11.25%
15	Curry Ford Rd./V.C.C. East	47,552	49,658	-9.8%	44,798	-1.3%	44,230	6.5%	-6.99%
16	College Park/The Meadows	11,004	10,756	3.2%	11,095	-29.6%	7,816	5.2%	-28.97%
17	North U.S. 441/Apopka	51,586	52,595	-3.1%	50,964	-2.3%	49,769	3.6%	-3.52%
18	S. Orange Ave./Kissimmee	35,515	36,323	1.6%	36,905	-7.2%	34,233	6.7%	-3.61%
19	Richmond Heights	28,605	29,331	-4.1%	28,120	-12.3%	24,669	1.3%	-13.76%
20	Malibu/Pine Hills	64,130	68,559	-7.0%	63,777	-5.0%	60,575	8.9%	-5.54%
200	Volusia Express	316	346	4.7%	362	-5.0%	344	15.8%	8.80%
21	Carver Shores/Tangelo Park	81,009	86,607	4.5%	90,500	0.3%	90,745	14.1%	12.02%
22	Richmond Estates	27,498	25,713	1.3%	26,044	-15.9%	21,893	2.1%	-20.38%
23	Winter Park/Forest City	26,783	27,048	-1.2%	26,736	-11.3%	23,715	-0.6%	-11.45%
24	Millenia	9,006	10,180	-0.1%	10,172	-7.1%	9,452	2.7%	4.96%
25	Silver Star Rd.	73,995	74,797	-5.8%	70,423	-4.0%	67,631	-2.4%	-8.60%
26	Pleasant Hill Rd./Poinciana	14,778	16,763	-5.9%	15,782	-4.9%	15,009	13.5%	1.56%
27	Plant St./Oakland	7,585	7,239	12.7%	8,159	-15.7%	6,881	4.8%	-9.29%
28	E. Colonial Dr./Azalea Park	43,223	44,201	-2.1%	43,262	-2.6%	42,154	0.6%	-2.47%
29	E. Colonial Dr./Goldenrod	42,028	43,349	-2.4%	42,311	-4.6%	40,377	-0.1%	-3.93%
30	Colonial Dr. Crosstown	51,192	52,159	-6.2%	48,905	0.0%	48,928	0.3%	-4.42%
300-304	Downtown Disney Direct	15,924	17,679	4.0%	18,389	7.0%	19,672	17.6%	23.53%
Lymmo	Lymmo	98,820	102,166	-0.5%	101,618	-3.9%	97,651	2.0%	-1.18%
32	Union Park/Bithlo	4,362	4,844	-0.2%	4,834	-11.4%	4,285	14.1%	-1.77%
33	Midway/Sanford Airport	2,148	2,110	9.6%	2,313	-12.5%	2,025	-9.4%	-5.71%
34	Sanford/Goldsboro	7,297	8,167	-3.0%	7,918	0.5%	7,961	20.1%	9.10%
36	Lake Richmond	24,681	23,952	1.5%	24,319	-16.1%	20,395	-0.6%	-17.37%
37	Park Promenade Plaza/Florida Mall	59,510	66,942	0.6%	67,369	0.8%	67,875	14.6%	14.06%
38	Downtown Orlando/Int'l Dr.	14,845	16,377	2.9%	16,846	0.1%	16,869	7.4%	13.63%
39	U.S. 17-92/Sanford	61,948	62,233	-7.0%	57,860	-0.5%	57,545	-0.4%	-7.11%
40	Americana/Universal Orlando	35,384	36,611	1.6%	37,202	2.1%	37,973	8.7%	7.32%
41	S.R. 436 Crosstown	124,669	127,485	-4.3%	121,971	-3.3%	117,983	-0.3%	-5.36%
42	International Dr./OIA	77,359	82,215	2.5%	84,231	5.5%	88,884	4.0%	14.90%
43	Central Florida Pkwy.	13,859	13,863	10.0%	15,254	-11.5%	13,505	-5.1%	-2.56%
44	Clarcona/Zellwood	18,176	18,653	-4.0%	17,911	-17.3%	14,808	0.6%	-18.53%
45	Lake Mary	3,811	4,702	-2.3%	4,596	-9.6%	4,157	20.2%	9.09%
46	W. S.R. 46/Seminole Towne Ctr.	11,761	15,450	-9.9%	13,917	4.6%	14,555	23.9%	23.76%
47	Oviedo	3,823	4,142	-4.0%	3,976	12.6%	4,475	22.2%	17.05%
48	W. Colonial Dr./Park Promenade	46,929	49,956	-3.0%	48,470	-2.7%	47,172	7.4%	0.52%
49	W. Colonial Dr./Pine Hills	47,945	51,224	-6.7%	47,777	-4.9%	45,434	15.1%	-5.24%
50	Downtown Orlando/Magic Kingdom	37,170	44,434	2.8%	45,694	7.6%	49,187	8.4%	32.33%
51	Conway/OIA	34,533	34,638	-7.1%	32,164	-2.8%	31,263	-1.3%	-9.47%
52	Pine Castle/Tradeport	6,010	5,522	-0.1%	5,519	-9.3%	5,004	-4.3%	-16.73%
53	Story Rd./Tildenville	8,923	9,107	-0.2%	9,093	-9.4%	8,242	4.8%	-7.63%
54	Old Winter Garden Rd.	15,223	14,111	-4.4%	13,488	-6.6%	12,595	-10.1%	-17.26%
55	West U.S. 192/Orange Lake	29,090	30,804	15.1%	35,450	17.3%	41,571	32.1%	42.91%
56	West U.S. 192/Magic Kingdom	30,715	36,296	4.2%	37,819	13.8%	43,027	24.4%	40.09%
57	John Young Pkwy.	14,780	15,913	2.3%	16,285	-7.4%	15,087	16.9%	2.07%
Unknown	Farebox Errors	16,589	13,983	28.0%	17,895	11.8%	20,011	7.4%	20.63%
<b>Total</b>		<b>2,002,513</b>	<b>2,089,162</b>	<b>-2.1%</b>	<b>2,045,234</b>	<b>-2.0%</b>	<b>2,004,370</b>	<b>5.5%</b>	<b>0.1%</b>

**Information Item III: Financial Reports**

**To:** LYNX Board of Directors

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

**Phone:** 407.841.2279 ext: 3047

**Item Name:** Monthly Financial Reports

**Date:** 9/28/2006

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Please find attached the monthly financial reports for the ten months ending July 31, 2006. Included is a Balance Sheet as of July 31, 2006 for your review. LYNX' Statement of Revenues, Expenses, and Changes in Net Assets (Operating Statement) for the ten months ending July 31, 2006 indicates total revenue earned in the amount of \$74,802,125 and total expenses incurred in the amount of \$72,299,888 resulting in a net operating profit of \$2,502,236.

In addition:

- Fixed route and VanPool services resulted in an operating profit of \$2,821,504 for the ten months of operations.
- Paratransit services resulted in an operating loss of \$(319,268) for the ten months operations.

The fixed route positive results relate to lower than anticipated costs for LYNX' fixed route services due to *cyclical* trends. Customer fares are higher than expected due to increases in ridership. Shelter advertising revenue and interest income is higher than anticipated, which contributes to the positive results year-to-date. 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.

## LYNX Board Agenda

In regard to the paratransit operations, the negative results are due to the write-off of denied Medicaid trips from prior years. The positive impacts are due to lower than anticipated trip levels and related costs year-to-date. The current year Medicaid trip levels are down due to the creation of the new HMO transportation systems and recent changes in the Medicaid customers' eligibility status. 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 that the provider is in compliance with service performance standards and other contract obligations.

**CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY  
BALANCE SHEETS  
JULY 31, 2006 AND 2005  
(UNAUDITED)**

	<b>2006</b>	<b>2005</b>
<b>ASSETS</b>		
<b>CURRENT ASSETS:</b>		
Cash and cash equivalents	\$ 12,955,572	\$ 8,273,873
Receivables:		
Local, trade and operating assistance	3,483,835	4,562,714
Federal grants	4,682,250	8,655,174
State grants	1,565,301	3,120,075
Inventory	1,833,869	1,345,879
Prepaid expenses and other assets	552,036	215,911
Restricted cash and cash equivalents	1,977,953	852,516
Total current assets	27,050,816	27,026,142
<b>NONCURRENT ASSETS:</b>		
Restricted cash and cash equivalents	3,511,790	4,924,467
Property and equipment:		
Land	8,571,465	8,571,465
Buildings and shelters	39,457,783	36,349,630
Revenue vehicles	64,820,464	63,206,589
Furniture, Fixtures & Equipment	14,813,331	12,382,386
Leasehold improvements	1,705,204	1,802,285
Total property and equipment	129,368,247	122,312,355
Less accumulated depreciation	(66,175,850)	(59,306,291)
Construction in progress	31,716,888	20,604,263
Net property and equipment	94,909,285	83,610,327
Other assets	1,017,079	1,650,833
Total noncurrent assets	99,438,154	90,185,627
<b>TOTAL ASSETS</b>	<b>\$ 126,488,970</b>	<b>\$ 117,211,769</b>



**CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY  
BALANCE SHEETS  
JULY 31, 2006 AND 2005  
(UNAUDITED)**

	<b>2006</b>	<b>2005</b>
<b>LIABILITIES AND NET ASSETS</b>		
<b>CURRENT LIABILITIES:</b>		
Accounts payable	\$ 4,463,571	\$ 5,920,933
Accrued salaries and related taxes	1,061,754	1,034,230
Accrued compensated absences	2,713,035	2,672,424
Accrued self-insurance liability, current	1,171,339	1,106,000
Leases payable, current	45,011	61,771
Deferred operating revenue	3,033,865	4,817,659
Deferred capital	1,977,953	852,516
Total current liabilities	14,466,528	16,465,533
<b>NONCURRENT LIABILITIES:</b>		
Leases payable, long-term	-	45,011
Loans payable	15,558,991	14,833,991
Accrued self-insurance liability, long-term	1,905,497	1,546,000
Total noncurrent liabilities	17,464,488	16,425,002
Total liabilities	31,931,016	32,890,535
<b>NET ASSETS:</b>		
Invested in capital assets, net of related debt	82,348,980	74,291,322
Unrestricted	12,208,974	10,029,912
Total net assets	94,557,954	84,321,234
<b>TOTAL LIABILITIES AND NET ASSETS</b>	<b>\$ 126,488,970</b>	<b>\$ 117,211,769</b>

**CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY**  
**STATEMENT OF REVENUES AND EXPENSES**  
**FOR THE MONTH OF JULY 2006 AND THE TEN MONTHS ENDED JULY 31, 2006**  
**(UNAUDITED)**

	Year to Date			Month of July		
	Budget	Actual	%	Budget	Actual	%
<b>OPERATING REVENUES</b>						
Customer Fares	\$ 14,972,390	\$ 15,565,977	104%	\$ 1,497,239	\$ 1,561,578	104%
Contract Services:						
Local Financial Assistance	6,450,768	6,456,105	100%	645,077	633,722	98%
Other Contractual Services	7,325,451	5,679,890	78%	737,235	666,615	90%
Advertising	1,258,333	1,416,072	113%	125,833	154,044	122%
Other Operating Income	453,723	453,723	100%	36,462	34,129	94%
	<u>30,460,665</u>	<u>29,571,767</u>	<u>97%</u>	<u>3,041,846</u>	<u>3,050,088</u>	<u>100%</u>
Total Operating Revenues						
<b>NONOPERATING REVENUES</b>						
Operating assistance grants:						
Federal	583,333	583,333	100%	58,333	58,333	100%
State of Florida	6,626,406	6,626,406	100%	662,641	662,641	100%
Local	27,824,523	27,824,523	100%	2,782,453	2,782,452	100%
Planning and other assistance grants:						
Federal - Commuter Rail Project	109,222	109,222	100%	144	144	100%
Federal - Other	8,011,597	8,011,597	100%	784,209	784,209	100%
State of Florida - Commuter Rail Project	-	-	0%	-	-	0%
State of Florida - BRT Circulator Project	-	-	0%	-	-	0%
State of Florida - Other	1,241,208	1,241,208	100%	125,992	125,992	100%
Local Matching - BRT Circulator Project	-	-	0%	-	-	0%
Local Matching - Other	-	-	0%	-	-	0%
Interest Income	220,090	576,317	262%	22,009	85,922	390%
Gain / (Loss) on Sale of Assets	-	257,751	N/A	-	-	N/A
	<u>44,616,379</u>	<u>45,230,357</u>	<u>101%</u>	<u>4,435,781</u>	<u>4,499,693</u>	<u>101%</u>
Total Nonoperating Revenues						
Fund Balance	-	-	0%	-	-	0%
	<u>75,077,044</u>	<u>74,802,124</u>	<u>100%</u>	<u>7,477,627</u>	<u>7,549,781</u>	<u>101%</u>
Total Revenues						
<b>OPERATING EXPENSES</b>						
Salaries and Wages	28,293,393	27,676,988	98%	2,810,909	2,785,555	99%
Fringe Benefits	15,219,219	14,434,034	95%	1,450,073	1,434,758	99%
Purchased Transportation Services	12,844,848	10,346,672	81%	1,010,000	1,009,233	100%
Fuel	6,174,043	8,092,907	131%	617,404	966,522	157%
Other Materials and Supplies	3,588,663	3,584,159	100%	379,450	374,943	99%
Professional Services	2,673,535	2,733,564	102%	205,525	194,552	95%
Other Services	1,620,064	1,619,297	100%	151,000	150,233	99%
Lease and Miscellaneous Expenses	1,174,800	1,205,169	103%	124,658	103,708	83%
Casualty and Liability Insurance	1,115,572	1,143,026	102%	59,100	58,420	99%
Taxes and Utilities	569,049	1,462,080	257%	52,114	156,791	301%
Interest Expense	13,326	1,992	15%	1,333	161	12%
	<u>73,286,512</u>	<u>72,299,888</u>	<u>99%</u>	<u>6,861,566</u>	<u>7,234,876</u>	<u>105%</u>
Total Operating Expenses						
<b>OPERATING GAIN / (LOSS)</b>	<u>\$ 1,790,532</u>	<u>\$ 2,502,236</u>	<u>140%</u>	<u>\$ 616,061</u>	<u>\$ 314,905</u>	<u>51%</u>

**CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY**  
**FIXED-ROUTE AND VANPOOL SEGMENT**  
**STATEMENT OF REVENUE AND EXPENSES**  
**FOR THE MONTH OF JULY 2006 AND THE TEN MONTHS ENDED JULY 31, 2006**  
**(UNAUDITED)**

	Year to Date			Month of July		
	Budget	Actual	%	Budget	Actual	%
<b>OPERATING REVENUES</b>						
Customer Fares	\$ 14,254,876	\$ 14,869,030	104%	\$ 1,425,488	\$ 1,490,127	105%
Contract Services:						
Local Financial Assistance	6,450,768	6,456,105	100%	645,077	633,722	98%
Other Contractual Services	370,399	370,399	100%	41,730	41,730	100%
Advertising	1,258,333	1,416,072	113%	125,833	154,044	122%
Other Income	453,723	453,723	100%	36,462	34,129	94%
	<u>22,788,099</u>	<u>23,565,329</u>	<u>103%</u>	<u>2,274,590</u>	<u>2,353,752</u>	<u>103%</u>
Total Operating Revenues						
<b>NONOPERATING REVENUES</b>						
Operating assistance grants:						
Federal	583,333	583,333	100%	58,333	58,333	100%
State of Florida	6,626,406	6,626,406	100%	662,641	662,641	100%
Local	22,809,355	22,809,355	100%	2,280,936	2,280,935	100%
Planning and other assistance grants:						
Federal - Commuter Rail Project	109,222	109,222	100%	144	144	100%
Federal - Other	6,778,264	6,778,264	100%	660,876	660,876	100%
State of Florida - Commuter Rail Project	-	-	0%	-	-	0%
State of Florida - BRT Circulator Project	-	-	0%	-	-	0%
State of Florida - Other	1,241,208	1,241,208	100%	125,992	125,992	100%
Local Matching - BRT Circulator Project	-	-	0%	-	-	0%
Local Matching - Other	-	-	0%	-	-	0%
Interest Income	220,090	576,317	262%	22,009	85,922	390%
Gain / (Loss) on the Sale of Assets	-	257,751	N/A	-	-	N/A
	<u>38,367,878</u>	<u>38,981,856</u>	<u>102%</u>	<u>3,810,931</u>	<u>3,874,843</u>	<u>102%</u>
Total Nonoperating Revenues						
	<u>61,155,977</u>	<u>62,547,185</u>	<u>102%</u>	<u>6,085,521</u>	<u>6,228,595</u>	<u>102%</u>
Total Revenues						
<b>OPERATING EXPENSES</b>						
Salaries and Wages	28,043,627	27,405,339	98%	2,801,364	2,760,693	99%
Fringe Benefits	15,240,404	14,308,944	94%	1,525,012	1,420,409	93%
Purchased Transportation Services	-	-	0%	-	-	0%
Fuel	6,174,043	6,942,554	112%	617,404	811,314	131%
Other Materials and Supplies	3,566,050	3,566,050	100%	374,091	374,091	100%
Professional Services	1,050,395	1,050,395	100%	58,462	58,462	100%
Other Services	2,879,496	2,879,496	100%	242,839	242,839	100%
Lease and Miscellaneous Expenses	1,170,325	1,200,604	103%	120,174	102,761	86%
Casualty and Liability Insurance	1,114,892	1,114,892	100%	58,420	58,420	100%
Utilities	521,040	749,011	144%	51,616	81,960	159%
Taxes and Licenses	320,082	506,403	158%	31,949	19,901	62%
Interest Expense	13,326	1,992	15%	1,333	161	12%
	<u>60,093,680</u>	<u>59,725,680</u>	<u>99%</u>	<u>5,882,664</u>	<u>5,931,011</u>	<u>101%</u>
Total Operating Expenses						
			<u>99%</u>			<u>101%</u>
<b>OPERATING GAIN / (LOSS)</b>	<u>\$ 1,062,297</u>	<u>\$ 2,821,505</u>	<u>266%</u>	<u>\$ 202,857</u>	<u>\$ 297,584</u>	<u>147%</u>

**CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY  
PARATRANSIT SEGMENT  
STATEMENT OF REVENUE AND EXPENSES  
FOR THE MONTH OF JULY 2006 AND THE TEN MONTHS ENDED JULY 31, 2006  
(UNAUDITED)**

	Year to Date			Month of July		
	Budget	Actual	%	Budget	Actual	%
<b>OPERATING REVENUES</b>						
Customer Fares	\$ 717,514	\$ 696,947	97%	\$ 71,751	\$ 71,451	100%
Contract Services:						
Local Financial Assistance	-	-	0%	-	-	0%
Other Contractual Services	6,955,052	5,309,491	76%	695,505	624,885	90%
Advertising	-	-	0%	-	-	0%
Other Operating Income	-	-	0%	-	-	0%
<b>Total Operating Revenues</b>	<u>7,672,566</u>	<u>6,006,438</u>	<u>78%</u>	<u>767,256</u>	<u>696,336</u>	<u>91%</u>
<b>NONOPERATING REVENUES</b>						
Operating assistance grants:						
Federal	-	-	0%	-	-	0%
State of Florida	-	-	0%	-	-	0%
Local	5,015,168	5,015,168	100%	501,517	501,517	100%
Planning and other assistance grants:						
Federal - Commuter Rail Project	-	-	0%	-	-	0%
Federal - Other	1,233,333	1,233,333	100%	123,333	123,333	100%
State of Florida - Commuter Rail Project	-	-	0%	-	-	0%
State of Florida - BRT Circulator Project	-	-	0%	-	-	0%
State of Florida - Other	-	-	0%	-	-	0%
Local Matching - BRT Circulator Project	-	-	0%	-	-	0%
Local Matching - Other	-	-	0%	-	-	0%
Interest Income	-	-	0%	-	-	0%
Gain / (Loss) on the Sale of Assets	-	-	0%	-	-	0%
<b>Total Nonoperating Revenues</b>	<u>6,248,501</u>	<u>6,248,501</u>	<u>100%</u>	<u>624,850</u>	<u>624,850</u>	<u>100%</u>
<b>Total Revenues</b>	<u>13,921,067</u>	<u>12,254,939</u>	<u>88%</u>	<u>1,392,106</u>	<u>1,321,186</u>	<u>95%</u>
<b>OPERATING EXPENSES</b>						
Salaries and Wages	270,242	271,649	101%	30,022	24,863	83%
Fringe Benefits	153,224	153,224	100%	14,350	14,350	100%
Purchased Transportation Services	13,149,831	10,346,672	79%	1,314,983	1,009,233	77%
Fuel	-	1,150,353	N/A	-	155,208	N/A
Other Materials and Supplies	18,108	18,108	100%	852	852	100%
Professional Services	131,310	131,310	100%	14,318	14,318	100%
Other Services	291,660	291,660	100%	29,166	29,166	100%
Lease and Miscellaneous Expenses	4,565	4,565	100%	947	947	100%
Casualty and Liability Insurance	-	-	0%	-	-	0%
Utilities	23,273	23,273	100%	2,332	2,332	100%
Taxes and Licenses	-	183,393	N/A	-	52,598	N/A
<b>Total Operating Expenses</b>	<u>14,042,213</u>	<u>12,574,207</u>	<u>90%</u>	<u>1,406,970</u>	<u>1,303,867</u>	<u>93%</u>
<b>OPERATING GAIN / (LOSS)</b>	<u>\$ (121,146)</u>	<u>\$ (319,268)</u>	<u>-264%</u>	<u>\$ (14,864)</u>	<u>\$ 17,319</u>	<u>217%</u>

**Information Item IV: 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:** Government Affairs Legislative Report

**Date:** 9/28/2006

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## LYNX LEGISLATIVE UPDATE

### State

Governor Jeb Bush announced August 2 that the State of Florida and CSXT have formally agreed on a proposal to pave the way for Central Florida Commuter Rail. The agreement includes the purchase of 61.5 miles of rail from CSXT (from Deland to Poinciana in Osceola County); an agreement on the usage of that rail line by both passenger and freight trains; and the relocation of freight activities from Taft to a new facility in Winter Haven. Based upon the current timetable, the first phase of rail operation is scheduled to commence in 2009.

Lena Juarez met with Linda Watson and J. Marsh McLawhorn on August 10 to discuss the proposed 2007 legislative agenda. Work on the 2007 agenda has started and already the Metropolitan Planning Organization Advisory Council (MPOAC) has agreed to include our XU parity funding language in their legislative package for 2007. The XU funding language is the only issue they are supporting that is not directly related to the statutes that govern MPO's. Additionally, Rep. Rich Glorioso has agreed to sponsor the MPOAC legislative package. He was a key sponsor of transportation legislation last year.

Regarding the energy grants program coordinated by the Department of Environmental Protection (DEP) that LYNX is submitting qualifying applications - the Renewable Energy Technologies Grants Program and the Renewable Energy Technologies Grants Program for BioEnergy. The grant application submittal date was originally set for August 31. However, on August 9, DEP changed the deadline because the rules to implement the program had not been completed by the agency. DEP will be announcing a new deadline at least 30 days from the posting of the solicitation. The single most important criteria are the availability of matching funds.

Finally, Governor Bush has appointed seven members to the Commission on the Transportation Disadvantaged (CTD) per the statutory revision passed last session which was led and supported

## LYNX Board Agenda

by LYNX. J.R. Harding, a current member of the Board, was appointed to be the Chair. The appointees include the following individuals:

Lawrence Forman, 59, of Miami, president and founder, Comprehensive Rehabilitation Consultants.

J.R. Harding, 39, of Tallahassee, program specialist, Vocational Rehabilitation, appointed as Chair.

Donna Loggie, 54, Winter Park, president, Children First Home Healthcare Services.

Walter Schoenig, 82, of Clearwater, retired.

Ernest Smith, 62, of Tallahassee, owner and accountant, Community Business Services.

Jeremy Whatmough, 71, of Longboat Key, retired.

Robert Wychulis, 51, of Tallahassee, president and CEO, Florida Association of Health Plans.

### **Federal**

Congress was in recess for the month of August. It reconvened after Labor Day and will stay in session until September 29, after which it will adjourn until after the November elections. It is not expected that the Senate will consider the Transportation, Treasury funding bill during September. The bill will be considered during the post election session.

Even though the legislation will not be considered for months, we have continued to maintain contact with the Congressional delegation. During the last month we have had contacts with the offices of Congresswoman Brown, Senator Nelson, and Congressmen Feeney and Mica. Our goal is to have both the House and Senate earmarks included in the final bill.

**Information Item V: 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 Report

**Date:** 9/28/2006

**BUS ADVERTISING / SALES**

August Advertising Sales Revenue	\$106,710
Net Revenue to LYNX Fiscal Year to Date	\$1,166,078

**BUSINESS RELATIONS**

**Commuter Choice Transportation Program**

Activity	CCP Performance	
Carpool/Vanpool Inquires	Phone: 139 Internet: 95	
Carpool/Vanpool Transit Letters & Matches	Letters: 114 Matches: 37	
Number of Commuter Choice Vanpool Participants	771	<u>Total Revenue Miles</u> 800,491
Vanpools	New: 1 (Norman Simpson) Returned: 0	<u>Current Vans In Service</u> 50
Pending Vanpool Interest	TSA: 1 Coleman: 6 Lockheed Martin: 1 Navair: 1	
Number of Employers Contacted	8	
Number of Employees Contacted	350	
Employer Program Presentations	National Pain Institute Fire Rescue Division Orange County Universal Payroll Division	

# LYNX Board Agenda

Employee Vanpool Presentations	Dial America Marketing: 75 AAA Green Expo: 200	<b>Total Participants</b> 275
Other Business Presentations/Meetings	CFHLA Expo: 75	<u>Total Participants</u> 75

## Vanpools

LYNX added the following Vanpools:

- Norman Simpson - TSA

## Bus Pass Partners

LYNX added the following new consignors:

### Retail Consignors

- Food And Lotto

### Employer Partners

- Florida Hospital - Maitland
- National Pain Institute

## Business Relations Events

### CFHLA Expo

LYNX sponsored this event to promote our Commuter Assistance Programs. We were able to speak with over 75 attendees in the hotel and lodging industry about our programs.

### AAA Green Expo

LYNX participated in the AAA Green Expo, which promotes anything benefiting the environment. About 200 individuals stopped at our booth with questions and were interested in the programs and services LYNX provides.

### Rep. Bruce Antone's Back to School Extravaganza

LYNX was a sponsor of this event. We provided School Pool information to about 200 parents.

## MARKETING

### Website Usage

Average Hits per Day	71,009
Average Users per Day	2,822
Average Hits per User	25.16
Average Time Spent on Site	09 min. 52 sec.
Approximate Visits per User	2.52 times
Total Page Hits	526,378
Total User Visits	87,491
Total Unique IP (visits)	34,770



## **Marketing Activities**

August Fun Friday gave us the sounds of New Orleans courtesy of the Doc Williamson Band. Despite the heat, people turned the musical corner of the LYNX Central Station into our very own Beale Street. We also had 65 entries for our Tampa Bay Devil Rays Contest.

Smooth Jazz and smooth transportation went hand in hand at Uptown Altamonte in Altamonte Springs this month. As part of our advertising agreement with WLOQ, LYNX had the opportunity to distribute information and entertain the young ones with face painting. Our booth was a hit with the added attraction of the Tampa Bay Devil Rays Hummer parked next to us. We were able to attract 100 people to enter the contest as well as ask to be kept up to date on the latest LYNX news with our Community Update.

Once again, LYNX had a golden opportunity to host a Leadership Orlando class as they talked about My Region and the importance of transportation.

For the very first time, LYNX participated in the National Arts Program, which allowed LYNX employees and their relatives to showcase their artistic talent to the general public. A gallery was created to exhibit art in many different mediums. Thanks to a generous donation by the National Arts Program Foundation, adults and youth in all categories had the chance to be eligible for cash awards to encourage their pursuit of artistic endeavors. We were able to have art patrons such as Grant Hill and members of the artistic community visit the gallery as judges. They were truly impressed with the level of work as well as the way the works were displayed. The opening of the gallery was a great success, even for those who did not receive awards. The chance to share their talent has inspired other employees to participate next year. LYNX is the first public transportation agency to participate in this event.

## **CUSTOMER SERVICES**

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 30,657 calls with an average call–wait time of time of :32 (thirty-two) seconds.

The **Sales & Information** section serviced 27,255 customers through fixed route inquiries and sales. LYNX fare media sales were \$163,282.

**Customer Services** responded to 642 Internet inquiries and assisted with three (3) “How To Ride” presentations/expo outreach program.

## LYNX Board Agenda

The **Customer Relations** section assisted 2,664 customers by telephone, fax and one-on-one conversations. Customer Relations documented:

462/concerns/suggestions for fixed route (LYNX)

76/compliments for fixed route

202/concerns/suggestions for paratransit (MV)

4 compliments for paratransit

The **Lost & Found** section recovered 651 items.

27.49% of recovered items were returned to owners.

96 Advantage ID's were issued.

20 Kids In School & Senior ID's were issued

The **Eligibility** section received 768 paratransit applications.

## Information Item VI: Planning Division Report

**To:** LYNX Board of Directors

**From:** **Lisa Darnall**  
CHIEF OPERATING OFFICER  
**Jennifer Clements**  
(Technical Contact)  
**Doug Jamison**  
(Technical Contact)  
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(Technical Contact)

**Phone:** 407.841.2279 ext: 3036

**Item Name:** Planning Update for September 2006

**Date:** 9/28/2006

### **Comprehensive Operations Analysis (COA)**

Staff is drafting service plans from the COA recommendations for service changes in the April and July 2007 bids. An additional task for consultants is being issued to detail the COA by year to assist with incorporating into the Transit Development Plan, METROPLAN ORLANDO's 2030 Long Range Transportation Plan, multi-year budgets, and other projects. Staff also prepared a preliminary staffing needs analysis related to implementation of the COA.

### **Comprehensive Plans**

Staff participated in an agency scoping meeting for the City of Altamonte Springs' Evaluation and Appraisal Report/Comprehensive Plan update. LYNX provided a variety of information to assist the City and its consultants in the preparation of this documentation and will participate in future activities.

### **Developments of Regional Impact (DRIs) and Project Development & Environmental (PD&Es) Studies**

Staff and consultant have reviewed and commented on the following projects:

- Bella Tara
- Chase Groves
- Flora Ridge
- Green Island
- Innovation Place
- Lake Nona
- Landmark
- Sundance
- Tranquility

Staff participated in meetings on the following projects:

- Edgewater
- Innovation Place
- Lee Vista
- Northpoint
- UCF (Campus Development Agreement)
- Westlake Cove
- Winter Garden Village at Fowler Groves

## **FlexBus**

Ninety percent (90%) roadway plans are underway for roadway improvements in the Altamonte Springs service area to assist the FlexBus demand response bus service under design. The ninety percent (90%) design phase is on schedule to be completed by November 2006.

The final *FlexBus ITS Functional Design* technical memorandum has been received by the project partners. Development of the *Communications Memorandum* and the manuals for Operators, Supervisors, and for Failures are currently under development. Ridership information has been modeled to determine demand from station to station and is being analyzed to determine the number and size of initial start-up stations and the recommended fleet size.

## **Geography Network**

The main page and the five web applications currently available on LYNX Geography Network had been loaded on a desktop 1,072 times between August 1 and August 31, 2006. Almost half of the hits were to open the Trip Assistant application. This service is designed to support LYNX customer service representatives and provides information on which Routes will be passing by given address, if given stop is ADA accessible and has a shelter or bench. LYNX representatives can also direct customers to the closest location, where vendors provide LYNX Passes.

## **GIS**

GIS staff is working with ACCESS LYNX Division, Service Planning and IT to develop procedures for base map updates of scheduling applications for Paratransit and Service Planning. Training for new software module is scheduled for the beginning of September. These updates are essential for the success of paratransit CAD/AVL project and for adding the Clermont Express service in December.

## **Job Access/Reverse Commute and New Freedom Program (JARC, NFP)**

Staff has been actively involved with the internal preparation meetings for the September 19, 2006 Stakeholders meeting at METROPLAN ORLANDO. A legal ad has been placed, Stakeholder list expanded, and service analysis and recommendation is underway. Information about these new federal formula funding programs has been presented at the Transportation Disadvantaged/Local Coordinating Board, Transit Advisory Committee, and Regional Working Group.

Planning is developing service options that can be funded through these grants. These include the development of new flex-route services in areas with significant populations of persons with disabilities and low-income households that do not have the overall density to support fixed-route service. Another option is to partner with Disney to expand the 3-D network and add new night trips to serve second and third shift employees as proposed in our Comprehensive Operations Analysis.

## **Presentations**

Jennifer Stults provided a LYNX Quarterly Update to the West Orange/South Lake Chamber Transportation Task Force. At their request, the topics included dedicated funding for transit, services and facilities from the Comprehensive Operations Analysis (COA) for that area, S.B. 360 Model Proportionate Share as it relates to transit, and the upcoming West State Road 50 construction project as it relates to transit.

Doug Jamison presented information at the Chiefs and Managers meeting regarding the Federal Transit Administration/Federal Highway Administration Intelligent Transportation Systems Joint Program Office's Vehicle Automated Assist and Precision Docking pilot program. Doug Jamison has been involved in the steering committee for the project and has submitted a proposal on behalf of LYNX to implement LYMMO buses for the pilot project.

Mira Bourova is providing GIS staff support for the Myregion.org Community Input Sessions.

Mira Bourova participated in the 26<sup>th</sup> Annual ESRI International Users Conference and GIS in Transit Users Group meetings.

Staff prepared information on LYNX's Intelligent Transportation Systems efforts for the TCRP National Leadership Summit on Surmounting Challenges to Technology Adoption.

## **Service**

Staff developed run cuts for December service changes. Service changes include the implementation of the new express service to Clermont in Lake County as well as the extension of Link 55 into Lake County, and on-time performance improvements to Link 55 and an interim partial solution to on-time performance and overcrowding safety issues on the 3-D service.

Staff attended a public workshop on the proposed fixed route public service for Lake County. The ultimate mobility goal would be for any local Lake County service to connect with the Clermont Express provided by LYNX, which would provide connectivity to the rest of the tri-county area of Orange, Osceola, and Seminole Counties.

Staff is refining service changes planned for April and July 2007 to address on time performance. Twenty-six different Links are now being evaluated for schedule time improvements that can be addressed with the additional buses funded by Orange County.

Planning scheduled, routed, laid out stops, developed operator runs, and costed out the new Link 58 as a 30-day pilot program to support new development along Universal Blvd. Service has

already been extended an additional two hours in the afternoon to meet the needs of area employees. The Universal Property Owners Association is funding the pilot service. Service began on August 25, 2006. A service agreement has been drafted by legal.

Staff has developed a service plan for a bus pullout at the proposed temporary LYNX operating facility located at 3652 Old Winter Garden Road and also for a shuttle for relief operators to LYNX Central Station to supplement the hourly trips of the Link 54.

Route deviations for the Prime Outlets services were created to improve transferability and minimize potential vehicle conflicts at the site.

Route deviations for routes impacted by the S.R. 408 construction were developed.

Staff provided service plans and information for upcoming changes in Apopka.

Staff has been coordinating with various departments on the recent news that Orlando International Airport was switching LYNX's bays to the A-side terminal, necessitating service adjustment, schedule and map changes, and notification of the public and staff.

### **Shelters and Related Passenger Amenities**

A purchase order has been issued to T&G Constructors for the installation of twenty-three (23) passenger shelters per the Board's approval of their contract extension at the August meeting. Sites are located in unincorporated Orange County, the City of Orlando, and the City of Lake Mary.

LYNX issued an Invitation for Bid (IFB) for the installation of LYNX Passenger Shelters. Bids received were higher than expected and higher than the engineering estimate, so staff met with the bidders to determine factors that could reduce the bids. The IFB has been updated including these suggestions and will be re-released this month for new bids.

Staff has executed an agreement with Orlando's Housing Authority for a shelter easement, allowing LYNX to construct a shelter on Housing Authority property. A bus pull-out bay has already been constructed at this site.

Staff created a five-year capital plan for Orange County at their request, providing conceptual plans and projected costs for possible shelters, bus pull-out bays, Superstops, and future operating bases.

### **Transit Development Plan (TDP)**

Staff received final approval from FDOT and is in the process of making minor revisions for final distribution of the TDP for fiscal years 2007-2011.

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

Staff, upon the Board's approval last month, has moved forward with the Transportation Regional Incentive Program (TRIP) funding request by submitting the multi-year (FDOT's FY2007/08 – FY2008/09) application and all necessary backup to the Florida Department of

Transportation. The request was for 50% TRIP funding for 13 buses in FY08 and 12 buses in FY09. METROPLAN ORLANDO, who is coordinating the region's request in a prioritized list form on behalf of the requesting agencies, includes LYNX's bus request as the #2 priority for the tri-county region. The #1 priority is the regional Traffic Signal Coordination project. All other projects from the #3 priority and below experienced a 50% reduction in TRIP request funds. This is quite an accomplishment for LYNX in what is a very competitive process.

### **UCF Stadium Traffic Management Team Study**

Staff is attending the Traffic Management Team meetings. A LYNX Board worksession for October is planned for UCF's consultant to present information on this study. Staff has provided Link 101 historical ridership information to the consultant, as there was an interest in the 408 Crosstown Express service that LYNX previously operated.

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