

LYNX Board Agenda

Board Date: 3/27/2008

Time: 10:30 AM or immediately following Audit Committee

[View The Summary Report](#)

[View the Audit Committee Agenda Report](#)

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

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

1. Call to Order & Pledge of Allegiance

2. Approval of Minutes

-  Minutes from the February 28, 2008 Board of Directors meeting (pg 4)

3. Recognition

- 2008 State Mega Bus Roadeo Winners: Maintenance Team: Harry Mootoo and Hemo Harnanan;
Bus Operator Pablo Perez


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 Extend Contracts


- i.  Authorization to execute the three month contract extension with FDOT for the Road Ranger Assistance Program (pg 9)


- Attachment 

B. Miscellaneous

- i.  Authorization to execute Amendment #6 to the Medicaid Non-Emergency Transportation services agreement with the Florida Commission for the Transportation Disadvantaged. (pg 46)


- Attachment 

- ii.  Authorization to transfer 19 Buses and related components to various agencies(pg 51)

- iii.  Authorization to re-approve an inter-local agreement with the City of Orlando to implement a bus shelter program within the City of Orlando's jurisdiction and issue a request for proposals (RFP) for program administration. (pg 53)

- Attachment 

7. Action Agenda

- A.  Acceptance by the LYNX Board of Directors of the results of the FY2007 year-end financial audit (pg 83)


- Attachment  

8. Information Items

(For Review Purposes Only - No action required)

- A.  Legislative Priorities and Update (pg 160)



- B.  FlexBus Update (pg 162)

- Attachment 

9. Other Business

10. Monthly Reports

(For Review Purposes Only - No action required)

- A.  Monthly Financial Reports - December 2007 (pg 165)
- Attachment 
- B.  Ridership Report (pg 169)
- C.  Government Relations Report (pg 175)
- D.  Marketing Report, February 2008 (pg 177)
- E.  Monthly Employee Travel Report (pg 182)
- F.  Planning Report (pg 184)

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

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

LYNX
Central Florida Regional Transportation Authority
Monthly Board Meeting Minutes

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

DATE: February 28, 2008

TIME: 10:37 a.m.

Members in Attendance:

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

1. Call to Order and Pledge of Allegiance

The Chairman, Commissioner Carlton Henley, called the meeting to order at 10:37 a.m. and lead the Pledge of Allegiance.

2. Approval of Minutes

Motion was made and seconded to approve the Minutes of the January 24, 2008 Board of Directors meeting. The motion passed unanimously.

3. Recognitions

The Chairman recognized Lisa Darnall, Chief Operations Officer, to recognize LYNX employees for their achievements and contributions to the community.

Good Samaritan Award:

Bus Operators: James Thompson and Miguel Santiago
Transportation Supervisor: Fernando Cortez

2008 Local Bus Rodeo – 1st Place Winners:

Maintenance: Hemo Harnanan, Joel Weeks, Harry Mootoo
Transportation: Pablo Perez

The LYNX winners will go on to represent us next month in Tampa, Florida for the State Rodeo competition and then to Austin, Texas for the international competition

2008 Local Bus Rodeo:

Honorable Mention: Gail Stewart & Maintenance Trainers

Distinguished Service award: Jennifer Stults, Deputy Chief of Planning

The Chairman recognized Linda Watson, Chief Executive Officer. Ms. Watson recognized J. Marsh McLawhorn for his Service on the Central Florida Regional Commission on Homelessness. She explained the Commission is comprised of twenty-three (23) members serving Orange, Osceola and Seminole Counties. The Commission was charged to develop a ten (10) year plan to end homelessness in the tri-county region. The plan was presented to the full commission recently which both Mayor Crotty and Mayor Dyer serve as members.

The Chairman noted that the recognitions presented demonstrates that LYNX' employees are involved, sensitive, and alert to the communities we live, work and serve as well as the needs of the residents – their neighbors.

4. Public Comments

The Chairman noted that a Public Comment Request was received and recognized Cheryl Stone to speak on Bus Advertising.

Ms. Stone thanked the Chairman for the opportunity to address the Board of Directors regarding advertising on LYNX property and equipment to include Access LYNX vehicles. She noted Access LYNX vehicles travel over two thousand five hundred (2,500) square miles in three (3) Central Florida counties, now expanding into the fourth county, and occasionally traveling as far away as Tampa/Hillsborough and to Shands Hospital in Gainesville; therefore, advertising on these vehicles would be beneficial to LYNX and the advertisers. Ms. Stone recommended the Board consider this type of revenue source as a means of increasing the number of transportation trips by utilizing a portion of the advertising revenue. With an increase in the number and types of trips that increased revenue could make available, more fund-raising advocates could attend and participate in the community's boards, committees and events. She would encourage users of Access LYNX to join with her to be a partner in promoting this advertising source in the business community.

5. Chief Executive Officer's Report

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

1. LYNX was successful in receiving \$900K in grant funds from the Department of Homeland Security for emergency preparedness training. This training is designed to help our employees better understand terrorism; recognize suspicious activities, and dangerous behaviors. Additionally, we will know the steps to take to provide our customers and our employees a safe and secure environment. There are additional grant funds available through the Department that LYNX will make application for which will expand training on awareness and the importance of security. These additional funds can also be used for public awareness campaigns and security improvements (fencing, lighting, CCTV and call boxes) at our operating facilities and superstops.

2. The Agency for Health Care Administration (AHCA) is no longer allowing HMOs to provide transportation services to their enrollees through the coordinated system, effective March 1, 2008. As a result, funding will be restored to LYNX. The monthly allocation will increase to \$500,938 from the current allocation of \$267,227. A Contract Amendment with the Florida Commission for the Transportation Disadvantaged to provide Medicaid non-emergency transportation services will be brought for your consideration at a future meeting.
3. The Florida Transportation Commission was mandated to establish performance measurers for transportation agencies created under Florida Statutes. A Sub-Committee of the FTC has developed its initial report. I have been asked to attend the Commission meeting in Tallahassee next week to provide comments on the report.
4. LYNX in conjunction with Congresswoman Corrine Brown will host a women/minority disadvantaged business enterprise (WMDBE) Workshop at LYNX tomorrow, February 29, 2008. There are currently 168 reservations to attend. The purpose of this workshop is to provide local businesses an opportunity to learn about contracting opportunities with transportation agencies here in Central Florida. Participating Agencies include: FDOT, Turnpike Authority, Expressway Authority, MetroPlan Orlando, CSX, and the Airport Authority.
5. LYNX received a \$2.5 Million dollar grant from the Florida Renewable Energy Grants Program. Of the 139 grant proposals received by the Florida Department of Environmental Protection, LYNX was one of only 8 applicants to receive an award. The award represented 20% of the total funds available for the grant which was the maximum allowable.

LYNX will build a Biodiesel blending station at the LYNX Operations Center (LOC). This should open in early 2009, and LYNX would be the first transit agency in the nation/state to own, operate and produce “on demand” blending to fully convert its fleet and the first to distribute custom blending to its local, governmental partnering agencies.

West Virginia University will conduct emission testing throughout the process. The university is the leader in transit emissions testing and will be utilizing their mobile emission testing lab for this project.

With the blending station on site, custom blends can be created for testing purposes and can increase ratios seamlessly in the future. In addition, if a fuel supply disruption occurs as it did during the hurricanes of 2004, the fleet will be able to run on 100% Biodiesel.

The blending station will provide flexibility in our fleet conversion. All three fleets will utilize a B-20 blend, which is a 20 percent mixture of Biodiesel with 80 percent fossil diesel. More than 1.2 million gallons of diesel annually (800 thousand gallons from LYNX) will be replaced with a clean, renewable, carbon neutral energy source.

By utilizing Biodiesel, LYNX will be able to meet Governor Crist’s challenge for governmental entities to reduce greenhouse gases ten percent (10%) by the year 2012. In addition, it supports Orange County Mayor, Richard Crotty and Orlando Mayor, Buddy Dyer’s green initiatives.

Due to the lubricating qualities of Biodiesel, it is anticipated the fleet's engines will run smoother and extend their life. This is expected to reduce maintenance costs on LYNX engines which typically exceed 500,000 miles.

Decreased dependency on foreign energy suppliers, will help Florida's economy with jobs in this new fuel and technology sector by providing the market needed for farmers to grow crops specific to the production of Biodiesel.

Lastly, employees Belinda Balleras, Grants Department, Joe Cheney, Maintenance Division, and Bryan Stutts, Government Affairs, need to be recognized for taking the lead in making this possible for LYNX, the community, and the environment. Each of these talented individuals supplied the necessary skills and expertise to make this a successful grant

6. Consent Agenda

A. Authorization to Release Requests for Proposal (RFP)

- i.** Authorization to release Request for Qualification (RFQ) for Insurance Agents and a Request for Proposals (RFP) for Property, Liability, Workers' Compensation and Allied Insurances

B. Authorization to Extend Contracts

- i.** Authorization to exercise the second option period of six (6) months with the Mansfield Oil Company for Ultra low Sulfur Diesel Fuel
- ii.** Authorization to extend LYNX Contract 05-001 with IAS Claim Services, Inc. for "Worker's Compensation and Tort and Public Liability Third party Administrative Services"

C. Miscellaneous

- i.** Authorization to enter into a Memorandum of Understanding with the Polk County Board of County Commissioners for the Federal Transit Administration Rural Intelligent Transportation System Demonstration Project
- ii.** Authorization to approve and execute a new ten month Joint Participation Agreement (JPA) with the Florida Department of Transportation (FDOT) under its Commuter Assistance Grant Program
- iii.** Authorization to adopt Administrative Rule #10 – Solicitation on LYNX Facilities

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

7. Action Agenda Items

A. Authorization to amend Administrative Rule #4 – Procurement and Contracts to clarify types of permissible advertisement on LYNX property

The Chairman recognized Edward Johnson, Chief Of Staff, for presentation.

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

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

Motion was made and seconded to authorize amendment to Administrative Rule #4 and the exclusions set forth therein. The motion passed unanimously.

8. Information Items

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

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

9. Other Business

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

10. Monthly Reports

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

Meeting adjourned at 11:10 a.m.

Consent Agenda Item #6.A. i

To: LYNX Board of Directors

From: **Lisa Darnall**
CHIEF OPERATING OFFICER
Joe Cheney
(Technical Contact)
Bert Francis
(Technical Contact)
Blanche Sherman
(Technical Contact)

Phone: 407.841.2279 ext: 6036

Item Name: **Authorization to Extend Contracts**
Authorization to execute a three month contract extension with FDOT for the Road Ranger Assistance Program

Date: 3/27/2008

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to execute a three month extension that will complete the second one-year option with the FDOT to continue the existing Road Ranger Assistance Program. The cost, which will be totally funded by FDOT, is not to exceed \$500,000 during this extension period as outlined below for the specified coverage areas and hours of operation.

BACKGROUND:

The LYNX Board of Directors' approved the second one-year option with the Florida Department of Transportation (FDOT) in June 2007. However, the Florida Department of Transportation (FDOT) could only provide a nine month contract. This extension will complete the one-year option previously approved by the Board and align the funding of the program with the FDOT fiscal calendar. LYNX staff will be requesting Board approval to authorize a new multi-year contact with FDOT in May 2008.

On May 18, 1998, LYNX and the Florida Department of Transportation (FDOT) initiated the Highway Helper Program. The partnership with FDOT began with two technicians assisting stranded motorists, free of charge, on forty miles of the busiest sections of I-4, during weekday rush hour traffic. The goal was to provide a service to assist the stranded motorist and minimize instances where roadside breakdowns and accidents distract and slow down traffic. The trucks are specifically equipped to make minor vehicle repairs and the technicians are trained to assist with non-injury accidents and other emergency services. They also communicate with law enforcement and emergency services to ensure a quick response to traffic incidents, which occur on the most congested corridor of the region. As the Central Florida Regional Transportation Authority, it is the job of LYNX to enhance the movement of people and goods throughout Central Florida by reducing congestion on the area's roadways through a full array of transportation services. After expansions, with 100% funding from the FDOT, this program now consists of 24 Road Rangers, 1 Supervisor and 13 trucks. The patrol coverage area encompasses 76 miles of I-4 beginning at the Champions Gate – Exit 58, Polk County line, through Exit 132, I-95 Daytona Beach area in Volusia County. This is a 24/7/365 operation.

LYNX and our partners at FDOT are in the business of providing mobility. Our effort to maintain passable roads will improve this community's mobility and maintain an environment where transportation is part of the wonderful experience of being in Central Florida.

FISCAL IMPACT:

The services provided under the existing contract agreement are funded 100% by the FDOT. The current FDOT agreement #BD999 was originally executed in June 2004 in the amount of \$1,495,014 in year 1 and \$1,562,000 in year 2 of the contract. An amendment in the amount of \$190,520 was executed in January 2006 to cover expenses for additional services in LYNX' FY2005. Due to the various increases, such as fuel and other operating expenses over the past year, the annual contract amount was increased. The original nine month contract provided \$1,314,390 in funding for the program. This contract extension provides an additional \$500,000 in funding increasing the total one-year funding to \$1,814,390. This agreement will complete the second one-year option of the original contract.



Florida Department of Transportation

CHARLIE CRIST
GOVERNOR

719 South Woodland Boulevard
Deland, FL 32720-6834

STEPHANIE C. KOPELOUSOS
SECRETARY

Procurement, M.S.#524
February 25, 2008

Central Florida Regional Transportation Authority
d/b/a LYNX
Attn: Joe Cheney
2500 LYNX Lane
Orlando, Florida 32804

RE: ROAD RANGER ASSISTANCE PROGRAM
CONTRACT NO.: BD999 / EXTENSION

Dear Joe:

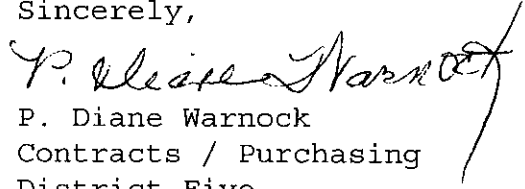
Enclosed are three (3) copies of a Contractual Services Agreement between the Department and your Company relative to the above Contract.

Please type the name and title of persons executing the agreement below the line where they sign, **DO NOT FILL IN THE DATES OF THE AGREEMENT** the Department will do that when it is executed, also have all copies manually executed by an authorized official either the President, Vice President or CEO of your company. Any other individual that signs must submit a letter stating delegated signature authority and return to me in the Contractual Services Office at the above address and mail station by March 17, 2008.

After we have executed the agreement on behalf of the Department, a copy will be furnished to you for your file.

Your prompt attention to this matter will be appreciated.

Sincerely,


P. Diane Warnock
Contracts / Purchasing
District Five

/pdw
Enclosure

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STANDARD WRITTEN AGREEMENT
MODIFICATION # 5

375-040-07
PROCUREMENT
11/03

Agreement No. BD999
Financial Project I.D. 410957-1-72-03
Vendor No. F592982959003
Procurement No. Exempt
DMS Catalog Class No. 991-395

Time Extension # 1

This Agreement, made and entered into this _____ day of _____, 2008
by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the "Department" and
Central Florida Regional Transportation Authority, d/b/a LYNX

455 North Garland Avenue

Orlando, Florida 32801

duly authorized to conduct business in the State of Florida, hereinafter called the "Vendor."

WITNESSETH:

WHEREAS, the Department and the Vendor heretofore on June 30, 2004
entered into an agreement, hereinafter called the "Original Agreement," whereby the Department retained the Vendor to perform
funding for continuation and expansion of the Road Ranger Motorist Assistance Program for the I-4 corridor

_____ ; and

WHEREAS, said Original Agreement has an extension provision which provides for an extension for a period not to exceed
six (6) months if mutually agreed to by both parties and subject to the same terms and conditions of the Original Agreement;

NOW, THEREFORE, this Agreement witnesseth that for and in consideration of the mutual benefits to flow each to the other
the parties agree to an extension of said original Agreement dated June 30, 2004 for a
period beginning the 1st day of April, 2008 and ending the 30th day of
June, 2008 at an increased cost of \$ 500,000.00 which will make a total
maximum compensation of \$ 6,881,430.90

Except as hereby modified, amended, or changed, all of the terms and conditions of said agreement and any amendments
thereto will remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officers on the day, month and
year set forth above.

Cntl. Fl. Regional Transp. Authy. d/b/a LYNX
Name of Vendor _____

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: _____
Authorized Signature

BY: _____

(Print/Type)

Alan E. Hyman, P.E.
(Print/Type)

Title: _____

Title: Director of Transportation Operations

FOR DEPARTMENT USE ONLY

APPROVED: _____
Professional Services Administrator

LEGAL REVIEW: _____



Florida Department of Transportation

CHARLIE CRIST
GOVERNOR

719 South Woodland Boulevard
DeLand, FL 32720-6834

STEPHANIE C. KOPELOUSOS
SECRETARY

Procurement, M.S.#524
June 18, 2007

Central Florida Regional Transportation Authority
d/b/a LYNX
Attn: Linda Watson
455 North Garland Avenue
Orlando, Florida 32801

RE: ROAD RANGER ASSISTANCE PROGRAM
CONTRACT NO.:BD999 / RENEWAL #3 FINAL

Dear Contractor:

Enclosed is an executed copy of a Contractual Services Agreement between the Department and your company relative to the subject Contract.

No work is to be started until receipt of the "Notice to Proceed" from the Project Manager.

Sincerely,

P. Diane Warnock
Contractual Services/ Purchasing
District Five

/PDW
Enclosure

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STANDARD WRITTEN AGREEMENT
MODIFICATION # 4

375-040-07
PROCUREMENT
11/03

Agreement No.	BD999
Financial Project I.D.	410957-1-72-03
Vendor No.	F592982959003
Procurement No.	EXEMPT
DMS Catalog Class No.	991-395

Renewal # 3 Final

This Agreement, made and entered into this 15TH day of JUNE, 2007
 by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the "Department" and
 CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY, d/b/a LYNX
 455 NORTH GARLAND AVENUE
 ORLANDO, FLORIDA 32801
 duly authorized to conduct business in the State of Florida, hereinafter called the "Vendor."

WITNESSETH:

WHEREAS, the Department and the Vendor heretofore on June 30, 2004
 entered into an agreement, hereinafter called the "Original Agreement," whereby the Department retained the Vendor to furnish
 certain services in connection with funding for continuation and expansion of the Road Ranger Motorist Assistance
 Program for the I-4 corridor
 _____ ; and

WHEREAS, said Original Agreement has a renewal option that provides for a renewal if mutually agreed to by both parties
 and subject to the same terms and conditions of the Original Agreement;

NOW, THEREFORE, this Agreement witnesseth that for and in consideration of the mutual benefits to flow each
 to the other, the parties agree as follows:

1. Said Original Agreement is renewed for a period beginning 7/1/2007 and ending 3/31/2008.
2. Upon execution of this Agreement, the Department has made available additional funding in the
 amount of \$ 1,314,390.24. This brings the total available for the Agreement to \$ 6,381,430.90.

Except as hereby modified, amended, or changed, all of the terms and conditions of said agreement and any amendments
 thereto will remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officers on the day, month and
 year set forth above.

Cntl. Fl. Regional Transp. Authy. d/b/a LYNX
 Name of Vendor
 BY: [Signature]
 Authorized Signature
Linda Watson
 (Print/Type)
 Title: Chief Executive Officer

STATE OF FLORIDA
 DEPARTMENT OF TRANSPORTATION
 BY: [Signature]
 Alan E. Hyman, P.E.
 (Print/Type)
 Title: Director of Transportation Operations

FOR DEPARTMENT USE ONLY

APPROVED: [Signature]
 Contractual Services



January 23, 2006

Ms. Diane Warnock
Contract Specialist
Florida Department of Transportation
719 South Woodland Boulevard
DeLand, FL 32720-6834

Ref : Road Ranger Assistance Program
Contract No.: BD999 / Amendment #1

Dear Ms. Warnock:

Enclosed are three (3) copies of the Contractual Services Agreement approved by LYNX Board. LYNX Board approved this Contractual Services Agreement on January 19, 2006 and should be executed immediately.

After the Department has executed this agreement, we look forward to receiving a copy to put into our files.

Should you need additional information in this regard, please feel free to contact me at (407) 841-2279 ext. 3100.

Sincerely,

Blanche W. Sherman, CPA
Manager of Finance

/rdm
Enclosure

Cc: Bert Francis, Ellisa Darnall, Joe Cheney, Regianld D. Mells

407-841-2279
www.golynx.com

455 North Garland Avenue
Orlando, FL 32801-1518



Florida Department of Transportation

719 South Woodland Boulevard
DeLand, FL 32720-6834

DENVER J. STUTLER, JR.
SECRETARY

Procurement, M.S.#524
September 8, 2005

Central Florida Regional Transportation Authority
d/b/a LYNX
Attn: Joe Cheney
445 West Amelia Street, Suite #800
Orlando, Florida 32801

RE: ROAD RANGER ASSISTANCE PROGRAM
CONTRACT NO.: BD999 / AMENDMENT #1

Dear Joe:

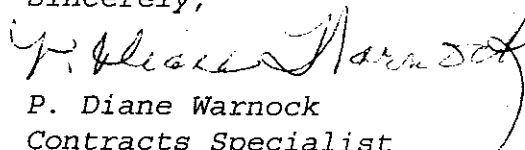
Enclosed are three (3) copies of a Contractual Services Agreement between the Department and your Company relative to the above Contract.

Please type the name and title of persons executing the agreement below the line where they sign, **DO NOT FILL IN THE DATES OF THE AGREEMENT** the Department will do that when it is executed, also have all copies manually executed and return to me in the Contractual Services Office at the above address and mail station by September 19, 2005.

After we have executed the agreement on behalf of the Department, a copy will be furnished to you for your file.

Your prompt attention to this matter will be appreciated.

Sincerely,



P. Diane Warnock
Contracts Specialist
District Five

/pdw
Enclosure

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STANDARD WRITTEN AGREEMENT
MODIFICATION # 2

375-040-07
PROCUREMENT
11/03

Agreement No. BD999
Financial Project I.D. 410957-1-72-03
Vendor No. F592982959003
Procurement No. EXEMPT
DMS Catalog Class No. 991-395

This Agreement, made and entered into this _____ day of _____, 2005
by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the "Department" and
CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY, d/b/a LYNX
445 WEST AMELIA STREET, SUITE #800
orlando, florida 32801
duly authorized to conduct business in the State of Florida, hereinafter called the "Vendor."

WITNESSETH:

WHEREAS, the Department and the Vendor heretofore on June 30, 2004
entered into an agreement, hereinafter called the "Original Agreement," whereby the Department retained the Vendor to
furnish certain services in connection with funding for continuation and expansion of the Road Ranger Motorist
Assistance Program for the I-4 corridor _____; and

WHEREAS, the Department has determined it necessary, within the general description of the project as originally
planned, to amend the budgetary ceiling of this TERM CONTRACT for an Indefinite Quantity;

NOW, THEREFORE, this Agreement witnesseth that for and in consideration of the mutual benefits to flow each to the other
the parties agree that the budgetary ceiling is _____ increased _____ by the amount of
\$ 190,520.33 which will make the budgetary ceiling \$ 3,314,520.33 for all
services required under said agreement dated June 30, 2004 as amended hereby.

Except as hereby modified, amended, or changed, all of the terms and conditions of said agreement and any amendments
thereto will remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officers on the day, month and
year set forth above.

Cntl. Fl. Regional Transp. Authy. d/b/a LYNX

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

Name of Vendor

BY: [Signature]

BY: _____

Authorized Signature

LINDA WATSON
(Print/Type)

Fred D. Ferrell, P.E.
(Print/Type)

Title: CHIEF EXEC. OFF.

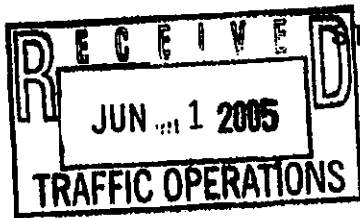
Title: Director of Transportation Operations

FOR DEPARTMENT USE ONLY

APPROVED: _____

LEGAL REVIEW: _____

Contractual Services



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STANDARD WRITTEN AGREEMENT
MODIFICATION # 1

375-040-07
PROCUREMENT
11/03

Agreement No. BD999
Financial Project I.D. 410957-1-75-03
Vendor No. F592982959003
Procurement No. EXEMPT
DMS Catalog Class No. 991-395

Renewal # 1

This Agreement, made and entered into this 27th day of MAY, 2005
by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the "Department" and
CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY, d/b/a LYNX
445 WEST AMELIA STREET, SUITE #800
ORLANDO, FLORIDA 32801

duly authorized to conduct business in the State of Florida, hereinafter called the "Vendor."

WITNESSETH:

WHEREAS, the Department and the Vendor heretofore on June 30, 2004
entered into an agreement, hereinafter called the "Original Agreement," whereby the Department retained the Vendor to furnish
certain services in connection with funding for continuation and expansion of the Road Ranger Motorist Assistance
Program for the I-4 corridor

WHEREAS, said Original Agreement has a renewal option that provides for a renewal if mutually agreed to by both parties
and subject to the same terms and conditions of the Original Agreement;

NOW, THEREFORE, this Agreement witnesseth that for and in consideration of the mutual benefits to flow each
to the other, the parties agree as follows:

1. Said Original Agreement is renewed for a period beginning 7/1/2005 and ending 6/30/2006.
2. Upon execution of this Agreement, the Department has made available additional funding in the
amount of \$ 1,562,000.00. This brings the total available for the Agreement to \$ 3,124,000.00.

Except as hereby modified, amended, or changed, all of the terms and conditions of said agreement and any amendments
thereto will remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officers on the day, month and
year set forth above.

Cntl. Fl. Regional Transp. Authy. d/b/a LYNX
Name of Vendor
BY: [Signature]
Authorized Signature
Linda S. Watson
(Print/Type)

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION
BY: [Signature]
Fred D. Ferrell, P.E.
(Print/Type)

Title: Chief Executive Officer, LYNX

Title: Director of Operations

FOR DEPARTMENT USE ONLY

APPROVED: [Signature]
Contractual Services

LEGAL: [Signature]

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
CONTRACTUAL SERVICES AGREEMENT
STATE OF FLORIDA GOVERNMENTAL AGENCIES

375-040-17
PROCUREMENT
02/04
Page 1 of 4

Agreement No.: BD999
Financial Project I.D.: 410957-1-75-03
Journal Trans./F.E.I.D. #: F592982959003
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BY THIS AGREEMENT, made and entered into this 30th day of JUNE, 2004, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the "Department" and CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY, d/b/a LYNX of 445 WEST AMELIA STREET, SUITE #800, ORLANDO, FLORIDA 32801

an agency or educational unit as defined in Chapter 120, Florida Statutes, hereinafter called "Vendor", hereby agree as follows:

1. SERVICE

- A. In connection with funding for continuation and expansion of the Road Ranger Motorist Assistance Program for the I-4 corridor

the Department does hereby retain the Vendor to furnish certain services, information and items as described in Exhibit "A", attached hereto and made a part hereof.

2. TERM

- A. Initial Term. This Agreement shall begin on date of execution and shall terminate on _____ Services shall commence July 1, 2004 and shall be completed by June 30, 2005 or date of termination, whichever occurs first.

- B. RENEWALS (Select appropriate box):

This Agreement may not be renewed.

This Agreement may be renewed for a period that may not exceed three (3) years or the term of the original agreement, whichever period is longer. Renewals shall be contingent upon satisfactory performance evaluations by the Department and subject to the availability of funds. Any renewal or extension shall be in writing and shall be subject to the same terms and conditions set forth in this Agreement.

3. COMPENSATION AND PAYMENT

- A. The Department agrees to pay the Vendor for the herein described services at a compensation as detailed in this agreement.
- B. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the State Comptroller under Section 215.422(14), Florida Statutes.
- C. If this Agreement involves units of deliverables, then such units must be received and accepted in writing by the Contract Manager prior to payments.
- D. Any penalty for delay in payment shall be in accordance with Section 215.422, Florida Statutes.
- E. The bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.
- F. The bills for any travel expenses, when authorized by terms of this Agreement and by the Department's Project Manager, shall be submitted in accordance with Section 112.061, Florida Statutes, and Chapter 3-Travel, Department's Disbursement Operations Manual, 350-030-400.

G. A Vendor Ombudsman has been established within the Department of Banking and Finance. The duties of this individual include acting as an advocate for contractors/vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 410-9724 or by calling the State Comptroller's Hotline, 1-800-848-3792.

H. The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any agreement, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such agreement. The Department shall require a statement from the Comptroller of the Department that funds are available prior to entering into any such agreement or other binding commitment of funds. Nothing herein contained shall prevent the making of agreements for periods exceeding one year, but any agreement so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

I. Records of costs incurred under terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for three (3) years after final payment for the work pursuant to this Agreement is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred shall include the Vendor's general accounting records and the project records, together with supporting documents and records, of the Vendor and all subcontractors performing work on the project, and all other records of the Vendor and subcontractors considered necessary by the Department for a proper audit of project costs.

4. A. **INDEMNITY.** To the extent permitted by Florida Law, the Vendor indemnifies, saves, and holds harmless the Department, and any and all claims, demands, actions, or causes of actions of whatsoever nature or character, arising out of or by reason of the execution or performance of the work provided for herein. It is understood and agreed that the Vendor is not required to indemnify the Department for claims, demands, or liability arising out of the Department's negligence.

5. COMPLIANCE WITH LAWS

A. The Vendor shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Vendor in conjunction with this Agreement. Failure by the Vendor to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the Department.

B. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

C. The Department shall consider the employment by any vendor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the vendor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this agreement.

D. Pursuant to Section 216.347, Florida Statutes, the vendor may not expend any State funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency.

6. TERMINATION AND DEFAULT

- A. This Agreement may be canceled by the Department in whole or in part at any time the interest of the Department requires such termination. The Department further reserves the right to terminate or cancel this Agreement in the event an assignment be made for the benefit of creditors.
- B. If the Department determines that the performance of the Vendor is not satisfactory, the Department shall have the option of (a) immediately terminating the Agreement, or (b) notifying the Vendor of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time, or (c) taking whatever action is deemed appropriate by the Department.
- C. If the Department requires termination of the Agreement for reasons other than unsatisfactory performance of the Vendor, the Department shall notify the Vendor of such termination, with instructions as to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
- D. If the Agreement is terminated before performance is completed, the Vendor shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the agreement price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress will become the property of the Department and will be turned over promptly by the Vendor.

7. ASSIGNMENT AND SUBCONTRACTS

- A. The Vendor shall not sublet, assign or transfer any work under this Agreement without the prior written consent of the Department.
- B. This Agreement involves the expenditure of federal funds and hence, Appendix I is applicable to all parties and is hereof made a part of this Agreement

8. DISCRIMINATION

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

9. MISCELLANEOUS

- A. This Agreement embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto.
- B. It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.
- C. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

10. The following attachments are incorporated and made a part of this Agreement:

- Exhibit "A", Scope of Services
- Exhibit "B", Method of Compensation
- Exhibit "C", Price Sheet

11. Other Provisions:

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officers on the day, month and year set forth above.

Cntl. Fl. Regional Transp. Authy. d/b/a LYNX

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

Name of Vendor

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: 
Authorized Signature

BY: 
Authorized Signature

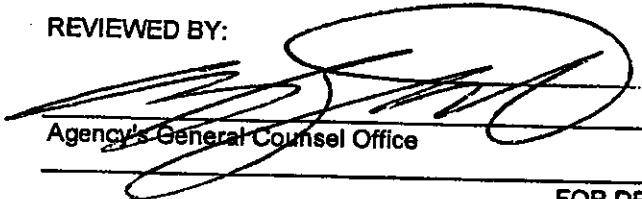
LINDA WATSON
(Print/Type)

George M. Gilhooley, P.E.
(Print/Type)

Title: EXECUTIVE DIRECTOR

Title: Director of Operations

REVIEWED BY:


Agency's General Counsel Office

FOR DEPARTMENT USE ONLY

APPROVED:


Contractual Services Unit

LEGAL REVIEW:



EXHIBIT "A"

SCOPE OF SERVICES

FOR ROAD RANGERS SERVICE PATROL

HIGHWAY ASSISTANCE SERVICES

**ROAD RANGERS SERVICE PATROL
HIGHWAY ASSISTANCE SERVICES
SCOPE OF SERVICES**

I. OBJECTIVE:

The Florida Department of Transportation desires to provide free Highway Assistance Services during incidents to reduce delay and improve safety for the motoring public and responders.

II. SERVICES TO BE PROVIDED BY CONTRACTOR:

This contract consists of providing Road Ranger service patrol vehicles with qualified operators as outlined in Section VII of this Scope of Services and a variety of free motorist services and related activities to be accomplished during patrol. Wrecker services will be provided by notifying Florida Highway Patrol of the need for their rotation wrecker service or towing service, as requested by the disabled motorist. **IN NO EVENT SHALL THE CONTRACTOR OR THE ROAD RANGER SERVICE VEHICLE OPERATOR PROVIDE OR RECOMMEND ANY TOWING, REPAIR SERVICE OR FACILITY TO THE DISABLED MOTORIST. IF THE MOTORIST REQUESTS THE ASSISTANCE OF A MOTOR CLUB, THE OPERATOR WILL ASSIST THE MOTORIST WITH THE CELLULAR PHONE CALL.**

III. DEFINITION OF TERMS:

- A. **DEPARTMENT:** Florida Department of Transportation
- B. **F.H.P.:** Florida Highway Patrol
- C. **CONTRACTOR:** The individual, partnership, corporation, or business entity engaged for hire.
- D. **ROAD RANGER VEHICLE OPERATOR:** A hired driver or employee of the Contractor duly licensed and trained by the Contractor as driver operator of Contractors vehicles.
- E. **M.A.S.:** Motorist Aid System.
- F. **T.I.M.:** Traffic Incident Management

IV. GENERAL CONTRACT REQUIREMENTS:

- A. Road Ranger Service Patrol Sectors

1. Road Ranger Service Patrol Vehicles shall operate in designated Patrol Sectors as determined by the Department, which may vary based on need. Road Ranger Service Vehicles will normally enter and exit at the nearest interchange, rest area, or designated paved crossovers. Crossing the median will be allowed in emergency situations as defined by the Department in Section VII. The Service Patrol Vehicles shall continuously patrol their respective sectors in continuous loops.
 2. At any time during the contract's terms, the Department reserves the right to adjust Patrol Sector locations to better accommodate demand for the Service. The Department will advise the Contractor of any required adjustment to a Sector location in writing 48 hours prior to the effective date of adjustment. Adjustments to Sector locations will not change the overall limits over which the Contractor is to provide service under this contract.
- B. Instances in which a Road Ranger Service Patrol Vehicle may leave a Patrol Sector

Service Patrol Vehicles shall not leave their designated patrol sectors except:

- a. For mechanical failure of the Road Ranger Service Patrol Vehicle. In this instance a backup vehicle shall be put into service or the existing Road Ranger Service Patrol limits shall be adjusted to cover the other vehicle's limits.
 - b. To replenish fuel at the nearest facility not to exceed 2 miles from sector or at the LYNX facility.
 - c. In response to an order from Law Enforcement Officer or Fire Department Official, or at the direction of the Department.
 - d. To assist another sector as authorized by the supervisor and approved by the Department.
- C. Road Ranger Service Patrol Activities Near End of Patrol Shift

When a Road ranger Service Patrol Vehicle Operator receives a request for service or assistance from either the Department or a Law Enforcement

Officer near the end of the Operator's shift, the Operator shall respond. When the next shift becomes available, they shall come to the scene and relieve the previous shift. Any overtime needs to be approved by the Department.

D. Maintenance of Road Ranger Service Patrol Vehicles

The Vehicles shall be kept neat and clean, and in good condition.

E. Inspection of the Road Ranger Service Patrol Vehicles by the Department.

All Road Ranger Service Patrol Vehicles and their associated equipment, accessories and parts shall be subject to periodic inspection by the Department. Unsafe, poorly maintained Vehicles, or improperly equipped Vehicles, as determined by the Department shall be removed from service and replaced at no cost to the Department. The Contractor shall immediately replace Vehicle(s) removed from service.

F. F.H.P. Towing Service Rotation System

If a motorist does not request a specified towing service, repair facility, or individuals to assist them, the Service Patrol Vehicle Operator will contact the F.H.P. and request that towing service be provided through the F.H.P. towing service rotation system.

G. Contractors Qualifications

The Contractor bidding on this contract must have a minimum of two (2) years experience in providing minor Vehicle Repair Service and/or providing wrecker service.

Documentation must be provided at time of submittal of proposals.

V. **ROAD RANGER SERVICE PATROL VEHICLE EQUIPMENT, ACCESSORIES, PARTS, AND COMMUNICATIONS EQUIPMENT REQUIREMENTS:**

A. ROAD RANGER Service Patrol Vehicle Requirements

1. Each Road Ranger Service Patrol Vehicle must be at a minimum a full size, 1/2 ton extended cab 4 door, long bed pickup capable of carrying the equipment specified in this contract. Each vehicle must have seat belts for passengers for all possible passengers, be no older than three (3) years and in good condition. Each Road Ranger Service Patrol Vehicle shall be painted white and shall have the following identification markings on each door; 1. FDOT LOGO, 2. SunGuide LOGO, 3. FREE SERVICE painted in 2-inch black letters below the logo. The Department shall approve the design of all identification markings. All identification markings shall be maintained in a clean and readable condition throughout this contract. The Service Patrol Vehicles will have the appropriate conspicuity marking. The conspicuity marking consists of a single 2 inch wide, red/white strip of reflective tape applied so as to cause the limits of the truck from any angle to be visible at night when illuminated by oncoming traffic. The tape should be applied at a minimum height of 4 feet, but may vary according truck or body configuration. On the rear of the vehicle the tape will be applied to the upper portion of the bumper. Gaps in the tape where members protrude or the configuration does not lend itself to tape application will be normal. **THESE VEHICLES ARE TO BE USED TO PROVIDE THE SERVICES CONTAINED HEREIN; RESTRICTED FOR DEPARTMENT OFFICIAL USE ONLY. THEY ARE NOT TO BE USED FOR PERSONAL OR OTHER BUSINESS OF THE CONTRACTOR OR OTHERS. COVERING DEPARTMENT IDENTIFICATION MARKING SHALL BE PROHIBITED.**
2. Prior to the initial patrol the Contractor and the Department will inspect each patrol vehicle and its associated equipment, accessories and parts to ensure they meet all specifications and requirements contained herein. The Contractor will perform similar inspections throughout the term of this contract. The Department may inspect the Contractor's vehicles at any time and may place these vehicles out of service for failure to meet the requirements of this contract. Any deficiencies noted during these inspections will be corrected immediately prior to service patrols. The Contractor will fully document all inspections and provide copies to the Department on a monthly basis.
3. Each Service Patrol Vehicle shall be equipped, at a minimum, with the following:

- (1) Two (2) towing straps rated at 3,000 pounds minimum.
- (2) Rubber face push bumper.
- (3) Spot light and rear work lights.
- (4) Power outlets ("hot boxes" or equivalent), front and rear-mounted, with outlets compatible to 12 volt booster cables.
- (5) Two (2) heavy duty, 750 CCA (Cold Cranking AMP) (Minimum) Batteries.
- (6) Suitable cab lighting.
- (7) Department approved arrowboard. This unit shall be mounted above the cab and roof mounted Halogen light bar and pivot into place as needed. (Not applicable at this time.)
- (8) A roof mounted Halogen light bar utilizing white and amber colors.
- (9) Each Service Patrol Vehicle will, at a minimum, have a toolbox containing:
 - a. Screwdrivers, Standard 1/8, 3/16, 1/4, 5/16 (1 each), Phillips head #1 and #2 (1 each), and Star Driver (1 set)
 - b. Needle nose pliers (1 pair)
 - c. Adjustable rib joint pliers, 2 inch minimum capacity (1 pair)
 - d. Adjustable wrenches, 8 inch (1 each) and, 12 inch (1 each)
 - e. 5 pound hammer (1 each)
 - f. Rubber mallet (1 each)
 - g. Electrical tape (20 yards)
 - h. Duct tape (20 yards)

- i. Tire pressure gauge (1 each)
 - j. Mechanic's wire (25 ft roll)
 - k. Bolt cutters – 24 inch or larger (1 pair)
 - l. Wire cutting pliers (1 pair)
 - m. Complete set of open end and box wrenches (both metric and standard)
- (10) Diesel fuel (minimum 10 gallons) - In approved can or tanks.
 - (11) Unleaded gasoline (minimum 10 gallons) - In approved can or tanks.
 - (12) First aid kit (First Responder Kit, fully stocked) (1 each)
 - (13) Fire extinguisher, 5 pound Dry Chemical ABC (2 each) - Meeting all safety requirements, if seal is broken unit shall be tested, resealed and certified.
 - (14) Pry bar, minimum 36 inches in length (1 each)
 - (15) Radiator water (10 gallons)
 - (16) 4 inch x 6 inch x 12 inch wood blocks (2 each)
 - (17) 24 inch wide street broom (1) each
 - (18) Shovels, Square-end (1 each), Round-end (1 each)
 - (19) Highway wet flares, 30 minute burn (24 each)
 - (20) Cones, 28 inch reflectorized (15 each)
 - (21) Hydraulic floor jack, 2-ton (1 each)
 - (22) Lug wrenches (metric and standard) to fit all vehicles, one each.

- (23) Air operated impact wrench with sockets to fit all vehicles (metric and standard), one each.
- (24) Air compressor, 125-psi capacity, capable of inflating tires of vehicles and operating impact wrench, (one each).
- (25) Large flashlight and spare batteries (1 set)
- (26) Booster cables, 3-gauge copper wire with heavy-duty clamps and one end adapted to Vehicle's power outlets, minimum 25 feet in length (1 set)
- (27) Funnel, multi-purpose, flexible spout (2 each)
- (28) Trash can, 5 gallon (1 each)
- (29) 5-gallon absorbent material for liquid spills equivalent to or exceeding the brand name "Speedy Dry". (2 each)
- (30) Drinking water, individually sealed bottles, minimum 16 oz., chilled or a 5-gallon water container with spout and individual water cups.
- (31) Trailer hitch with 1 and 7/8" ball and 2" ball
- (32) Maintenance of Traffic (MOT) Signs
- (33) Winches with Minimum of 12,000 lbs

Any additional equipment must be authorized by FDOT Project Manager prior to purchase.

C. Communications Equipment Requirements

1. Radios

Each Road Ranger Service Patrol Vehicle shall be equipped with licensed radios to enable their Operators to communicate with all other Service Patrol Vehicles. All radio equipment shall be supplied and

maintained by the Contractor. The Contractor shall obtain and maintain all necessary licenses.

2. Cellular telephones

Each Road Ranger Service Patrol Vehicle shall be equipped with a cellular mobile telephone with radio talk features. The cellular telephones shall be capable of communicating with the F.H.P., the Contractor's office and Department on call staff from all points on the service route. The phones are also to be available for all motorist service contacts. The Contractor shall be responsible for all costs associated with the cellular telephones throughout the term of this contract. The Contractor shall obtain and maintain all necessary licenses.

3. Public Address System

Each Road Ranger Service Patrol Vehicle shall be equipped with an external speaker and public address system, 100 watts minimum.

4. Pagers

Each service patrol vehicle shall be equipped with an alphanumeric pager.

VI. Road Ranger Service Patrol Vehicle Operator's Duties and Responsibilities:

A. The Road Ranger Service Patrol Vehicle Operator shall perform the following duties within their specified times and locations of operation:

1. Road Ranger Duties

a. Continuously patrol the designated area seeking disabled vehicles, stranded motorists, debris in the roadway, spilled loads, vehicle crashes, obstructions to traffic, dead animals and other potential hazards, etc. and assist incident responders with traffic control.

b. Where applicable, the Department has installed a Motorist Aid Call Box System to aid stranded motorists. This system has monitoring capabilities at the F.H.P. Station. If aid or service is requested through this system the F.H.P. will notify the Road Ranger Service

Patrol Vehicle Operator through cellular telephone service and/or pager. The Road Ranger Service Patrol Vehicle Operator shall respond immediately and provide assistance as soon as possible from the time the call is received.

2. Clearing, Clean up and Communication

- a. Clear lanes of all disabled vehicles encountered in the Service Patrol Sector. It is the Contractors responsibility to remove small non-hazardous debris from the roadway and paved shoulder area and place in areas designated by the Department. The Road Ranger Service Patrol operator will notify the Department of any debris or obstructions on the roadway or paved shoulder area too large for the Road Ranger Service Patrol operator to remove.
- b. Call the following parties where appropriate, as soon as possible:
 - (1) The F.H.P. for Incident Management of crashes, emergencies, and other law enforcement situations, or for rotation towing of vehicles.
 - (2) Local Fire Departments for vehicle crashes, medical emergencies and verified fires. Also notify F.H.P.
 - (3) The F.H.P. and DOT Maintenance Yard for large spilled loads or large debris, or in other situations such as long term closures that will need additional MOT equipment.

3. Assistance to Motorists

- a. The Road Ranger Service Patrol Vehicle Operators shall provide a free service, which includes prompt, courteous and skillful assistance to motorists as follows:
 - (1) Move the disabled vehicle from traffic lanes.
 - (2) Change flat tires.
 - (3) Provide jump-starts.

- (4) Provide fuel to motorist enabling them to reach the closest fueling location. Provide water, etc. when necessary.
 - (5) Assist motorist with mechanical failures and perform minor repairs where feasible if they can be remedied quickly (maximum 15 minutes).
- b. The Contractor or Road Ranger Service Patrol Vehicle Operators shall not charge any fees, accept any gratuities, recommend secondary towing service, or recommend repair/body shops. Violation of this requirement shall constitute grounds for immediate removal of employee and/or cancellation of this contract.

4. Advice to Motorists

- a. Motorists shall initially be advised, prior to providing services, that moving, fueling, servicing their vehicle or calling a towing service is being provided free of charge as a courtesy by the Department and that the Road Ranger Service Patrol Vehicle Operator may attempt minor repairs not to exceed approximately fifteen (15) minutes, once the vehicle is cleared from the travel lanes and should repairs not prove feasible or solve the problem, the motorist shall be allowed up to three (3) telephone calls of three (3) minutes duration each, using the Road Ranger Service Patrol Vehicle's cellular telephone to make arrangements for further service, towing, or transportation. The motorist must pay all costs for further service, towing or transportation. **IN NO EVENT SHALL THE CONTRACTOR OR THE PATROL SERVICE VEHICLE OPERATOR PROVIDE OR RECOMMEND ANY TOWING, REPAIR SERVICE OR FACILITY TO THE DISABLED MOTORIST. IF THE MOTORIST REQUESTS THE ASSISTANCE OF A MOTOR CLUB, THE OPERATOR WILL ASSIST THE MOTORIST WITH THE CELLULAR PHONE CALL.**

5. Disabled Vehicles

- a. Disabled Vehicles shall be removed from the travel lanes, with the least delay practicable, by moving them to the shoulder area. Vehicles that are disabled due to lack of fuel shall be provided with a

minimum amount of proper fuel to reach the closest fueling location. If the Vehicle is not then able to continue under its own power, the Service Patrol Vehicle Operator shall contact the F.H.P. for rotation towing service, or towing service as requested by the motorist. Rotation towing service or other towing service requested by the motorist shall be at the disabled motorist's expense.

- b. Should a motorist refuse to allow a disabled or damaged vehicle to be cleared of the travel lanes, the Road Ranger Service Patrol Vehicle Operator shall provide the motorist with a copy of the Florida Statute that states that, "the vehicle should be moved out of the travel lane if the vehicle can be moved", contact the F.H.P. for assistance and remain on the scene until F.H.P. personnel arrive. The Road Ranger Service Patrol Vehicle Operator shall not attempt to move such disabled vehicles until directed to do so by the F.H.P.
- c. All disabled or damaged vehicles that are relocated shall be parked with the wheels turned away from the roadway and the parking brake set if possible.

6. Abandoned Vehicles

- a. When an abandoned vehicle is observed over an eight (8) hour shift, the Road Ranger Service Patrol Vehicle Operator shall contact the F.H.P. to advise them of the vehicle's location, make, color, body type, license plate number and whether or not it is impeding traffic.
- b. If the abandoned vehicle is impeding traffic, or is considered to be a potential safety hazard, the Service Patrol Vehicle Operator shall request the F.H.P. for assistance to move the abandoned vehicle to the shoulder.

7. Crashes

- a. The Road Ranger Service Patrol Vehicle Operator shall call for Law Enforcement, Fire and ambulance assistance as necessary at crash/incident scenes and remain at such scenes until the appropriate assistance arrives. The Service Patrol Vehicle Operator shall follow all directions of Law Enforcement personnel.

b. The Road Ranger Service Patrol Vehicle Operator shall protect crash/incident scenes by setting highway flares, cones, flagging, and/or flashing amber/white lights, arrow board, and assisting in traffic control. The Road Ranger Service Patrol operator will have current certification for having completed the Intermediate Maintenance of Traffic training, Traffic Incident Management, CPR and First Aid (CPR and First Aid Certification Cards shall to be carried with the Road Ranger Service Patrol Vehicle Operator).

8. Assistance to Law Enforcement Personnel

The Road Ranger Service Patrol Vehicle Operator shall render assistance to Law Enforcement Personnel when requested. Service Patrol Vehicle Operators shall follow the instruction of, and obey the orders of, Law Enforcement Personnel.

9. Moving Disabled Vehicles from Traffic Lanes

The Road Ranger Service Patrol Vehicle Operator shall use an appropriate method of moving disabled or damaged vehicles from the traffic lanes. The Operator shall use all safety precautions and procedures considered appropriate. Vehicles disabled or damaged due to crashes shall not be moved except when directed by law enforcement officials.

10. Transporting People

The Contractor should make every effort so that the disabled motorist and passengers are not left stranded. If vehicle assistance or towing services cannot be obtained, rather than leave people stranded, the operator should transport them to nearest facility with available communications within the physical limits of this contract. It is the intent of this contract to make every effort not to leave disabled vehicle operators and passengers stranded.

11. Animals

Large dead animals that pose a safety hazard shall be removed from the roadway and paved shoulder and placed on the grass or behind guardrail and the Department notified.

12. Florida Department of Transportation Notice/Questionnaire/Response Form

The Department shall provide a postage paid Questionnaire Response Card for the Road Ranger Service Patrol Operator to provide to every individual receiving assistance from the Contractors.

VII. Road Ranger Service Patrol Vehicle Operator Requirements:

Road Ranger Service Patrol Vehicle Operators shall be licensed in accordance with the Florida Motor Vehicle Code, be 18 years of age, have a safe driving record and no criminal record. The Contractor must provide a criminal history record check, conducted by the State's Department of Law Enforcement, to the Department for each employee (operator) when hired. These criminal record checks shall go back as far as, at a minimum, the past ten (10) years. Each Contractor shall provide the Department with employee (operator) Drivers License checks every six (6) months.

The Contractor shall provide proof, by a licensed medical practitioner or technician that all operators are drug free (in accordance with Section 112.0455, Florida Statutes) prior to beginning operations, and random thereafter.

Road Ranger Operators shall be competent in the tasks of operating the service patrol vehicle and providing safe and proper discharge of the service responsibilities outlined herein. The Contractor shall provide resumes of the proposed Operators for approval by the Department prior to assigning Operators to Service Patrol Vehicles. The resume must show adequate mechanical background to perform the required vehicle repairs. The Department and/or the Contractor reserve the right to reject vehicle operators prior to being assigned duties. The Department and/or the Contractor also reserve the right to require removal of any employee from this contract who cannot perform the duties or becomes a discredit to the Department and/or the Contractor.

The Road Ranger Operators shall exercise good sound judgment in carrying out their duties and conduct themselves in such a manner that will reflect favorably upon the Department. Operators shall:

1. Wear clean uniforms at the start of each shift. Shirts with collars and dark blue trousers or uniform style shorts (can be with or without jacket,

no jeans or cutoffs). Shirt color shall be approved by the Department. Any other type of uniforms must be approved by the Department.

2. Be well groomed. (Appearance will be determined by the Department.)
3. Wear clearly visible embroidered names reflecting their first name. The Department will determine all additional emblems, patches and logos.
4. Be courteous at all times.
5. All Road Ranger Operators shall have picture ID's.

Road Ranger Service Patrol Vehicle Operators shall follow the following safety rules and general regulations. The Operators shall:

1. Conform to the latest Department Conduct Standards Rules and the Ethical Conduct Rules. **A copy will be furnished to the Contractor and if required, to each Road Ranger Vehicle Operator.**
2. Inspect assigned Service Patrol Vehicles at the beginning of each shift, and take action as necessary to ensure that they are in compliance with all specifications and requirements of this contract.
3. Keep all communications radios and monitors 'on' and the volume 'up.'
4. Remain on their assigned Patrol Sector and depart from the Patrol Sector only as described in this contract.
5. Obey all traffic laws.
6. Exercise caution and safety at all times.
7. Use extreme caution in moving all disabled vehicles.
8. Not carry firearms or other weapons either on their persons or in the Service patrol Vehicle.
9. Use flashing light bars in conformance with the Florida Motor Vehicle Code and only in the following circumstances:

- a. When merging or exiting from traffic lanes to an incident site.
 - b. To warn traffic when performing services specified herein.
10. Wear orange safety vest with reflective striping at all times while outside the Service Patrol Vehicle.
 11. Cross medians for the following reasons only: to assist motorists, disabled vehicles, vehicle crashes, or assist law enforcement and incident responders.

VIII. Road Ranger Service Patrol Vehicle Operation Logs:

Road Ranger Service Patrol Vehicle Operators shall maintain "Service Patrol Logs" which shall be completed daily and made available to the Department at all times. The forms used shall be approved by the Department.

Road Ranger Service Patrol Logs shall reflect:

1. The date of the log entry.
2. The following times (using military time):
 - a. The time when the Service Patrol Vehicle Operator was advised of a given incident.
 - b. The time of arrival of the Service Patrol Vehicle at a given incident.
 - c. The time of departure of the Service Patrol Vehicle from the scene of a given incident.
3. The nature of each incident, such as debris removal, injured or dead animal, stalled Vehicle, crashes, etc.
4. Whether the incident was detected by normal Patrol activity or in response to a dispatcher's call.
5. The incident location and approximate distance to a mile post or call box number, the lane(s) in which the incident was located, and the direction of travel of the lanes.

6. Where applicable, the following information shall be recorded.
 - a. The vehicle's make, model, body type, and license plate number.
 - b. The nature of the problem.
 - c. The disabled vehicle driver's license.
 - d. The type of assistance provided by the Road Ranger Service Patrol.
 - e. Any damage evident before, and after, pulling or pushing the vehicle.
 - f. A questionnaire concerning the Road Ranger service shall be given to the disabled vehicle's driver.
7. If additional assistance was required.
8. Weather conditions.
9. The Service Patrol Operator's name and vehicle tag number.
10. Service Patrol Vehicle odometer reading at beginning and ending of each shift.
11. Other Pertinent Information or comments.

IX. Contract Invoicing:

The Contractor will submit quarterly invoices in a format acceptable to the Department. The Contractor will include all Road Ranger Service Patrol Operation Log material, as described above, relevant to the period associated with a given invoice, or as requested by the Department. The Department may withhold some or all of the payment for a given invoice if, in the Department's judgment, the Contractor has not fulfilled all requirements of this contract during the invoicing period. The amount of and reason(s) for invoice payment to be withheld will be documented by the Department. The Department will determine whether withheld payment will be deleted from the total contract amount or provided to the Contractor as part of another contract invoice. The Department will notify the Contractor, in writing, of its intent to withhold all or part of an invoiced payment within 5 days of receipt of the affected invoice.

X. Contractor Requirements:

The Contractor/Representative shall attend all meetings required by the Department.

XI. Road Ranger Service Patrol Hours of Operation

The Contractor shall provide 24 hours, 7 days a week service.

XII. Road Ranger Service Patrol Limits of Operation

The Contractor shall operate the Road Ranger Service Patrol on Interstate 4 from CR 532 in Osceola County to I-95 in Volusia County. The Contractor shall dedicate 18 Road Ranger Personnel and 10 Road Ranger Service Vehicles to the Tri County Area. The Contractor shall dedicate 6 Road Ranger Personnel and 2 Road Ranger Service Vehicles to the Volusia County Area. The Contractor shall provide 1 additional Road Ranger Vehicle for the Road Ranger Supervisor. The Road Ranger Supervisor's vehicle shall be equipped with minimum equipment. (The Supervisor's vehicle equipment will be determined by FDOT Project Manager and Road Ranger Supervisor.) The Department must approve any changes to these limits stated as part of this contract. The Department may change this operating schedule and limits based on traffic flow, traffic patterns, construction, special events and/or changes to environmental conditions.

XIII. Regional Traffic Management Center (RTMC)

The Department shall provide the Contractor, a workstation at the RTMC, for the Road Ranger Service Patrol Supervisor. This workstation at the RTMC will be for communication/dispatch, administrative duties and supervision of the Road Ranger Service Patrols. The Road Ranger Supervisor will have use of the I-4 Surveillance and Motorists Information System (SMIS) cameras for verification of incidents and verification of the Road Ranger Service Patrols operation. The Road Ranger Supervisor shall have 24 hours, 7 days a week access to the RTMC.

EXHIBIT "B"
METHOD OF COMPENSATION

1.0 **PURPOSE:**

This exhibit defines the limits of compensation to be made to the Contractor for services set forth in Exhibit "A", Scope of Services and the method by which payments shall be made.

2.0 **COMPENSATION:**

For the satisfactory performance of the services detailed in Exhibit "A" the Contractor shall be paid an annual Maximum Amount of \$ 1,495,014.06. Payments to be made quarterly.

3.0 **PROGRESS PAYMENTS:**

The Contractor shall submit invoices quarterly, (3 copies) in a format acceptable to the Department. Payment shall be made to the Contractor for a portion of the Maximum Amount.

4.0 **DETAILS OF COSTS AND FEES:**

Details of cost and fees for the performance of the services are contained in Exhibit "C", attached hereto and made a part hereof.

5.0 **TANGIBLE PERSONAL PROPERTY:**

This contract does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, F.S.

EXHIBIT "C"
BID BLANK / PROJECT BUDGET

I. PROJECT COST:

Service Patrol Implementation and Operation: \$1,495,014.06

TOTAL PROJECT COST: \$1,495,014.06

NOTE: PAYMENTS TO BE PAID QUARTERLY IN THE AMOUNT OF \$373,753.51.

Pay Item Number	Pay Item Description	Category Number
0102-11	Service Patrol	0995

Lynx Maintenance Division
Estimated Lease Costs for 9 new Road Ranger Trucks

1	Item	4 x 4 trucks 3 total	4 x 2 trucks - 6 total
2	Base price	\$ 33,808.36	\$ 30,831.15
3	Utility Bed - Knapheide Model # 6108FJ1	\$ 6,293.00	
4	Running boards/side steps	\$ 399.00	\$ 399.00
5	Push bumper Diversified Products Manufacturing, model # PB-8900-1C. 800.874.4172	\$ 625.00	
6	Winch - Ramsey Patriot 15000	\$ 2,950.00	
7	Key less entry with open in run position	\$ 179.00	\$ 179.00
8	Power windows	\$ 550.00	\$ 550.00
9	Installation of bumper and winch	\$ 200.00	
10	Discounts and other rebates	\$ 4,678.86	
11	Total cost per truck	\$ 40,325.50	\$ 31,959.15
12	Number of trucks required	3	6
13	Extended cost for trucks (3 0 4x4 & 6 - 2x4)	\$ 120,976.50	\$ 191,754.90
14	Monthly payment (estimated)	\$ 3,362.94	\$ 5,325.60
15	Quarterly payment (estimated)	\$ 10,088.82	\$ 15,976.80
16			
17	Grand total monthly payment- estimated	\$ 8,688.54	
18	Grand total quarterly payment - estimated	\$ 26,065.62	

19

20 Prices are based on dual rear wheels for the 4 x 4 to ensure quick delivery

Estimated prices are based on current discounts and rebates for 2006 vehicles. If 2007 vehicles are purchased, the discounts/rebates will change and the delivery date is approximately end of June to mid July 2007.

22 Additional transportation costs may be required for the 4 x 2 vehicles to ship from out of state locations

23 Payments may change based on interest rates. 5% was used in the calculations.

24 Standard vehicle specifications with reuse of front push bumper, winch and utility bed on the 6 - 4x2 units

Current payments

Number of units	Cost/month/unit	Extended Cost
4	\$ 978.05	\$ 3,912.20
3	\$ 1,051.50	\$ 3,154.50
6	\$ 991.28	\$ 5,947.68
Total monthly costs		\$ 13,014.38
Total quarterly costs		\$ 39,043.14

New payments

Number of units	Cost/month/unit	Extended Cost	
4	\$ 978.05	\$ 3,912.20	Current units
3	\$ 1,120.98	\$ 3,362.94	New 4x4
6	\$ 887.60	\$ 5,325.60	New 4x2
Total monthly costs		\$ 12,600.74	
Total quarterly costs		\$ 37,802.22	

Potential savings

	Current	New	Difference
Monthly	\$ 13,014.38	\$ 12,600.74	\$ (413.64)
Quarterly	\$ 39,043.14	\$ 37,802.22	\$ (1,240.92)

Lynx Maintenance Division
Road Rangers Program - Capital expenses for FY 05

Activity Description	Account Numbers	Hours	Extended Cost
Labor to remove and transfer compressors and other equipment	410 7072 501-02-100	180	\$ 3,510.00
Strobes Lights and Directional Indicators	410 7078 504-99-500		\$ 2,074.82
Labor to Install Strobes and Electrical Equipment	410 7072 501-02-100	45	\$ 877.50
Labor to Install Decals and Paint	410 7072 501-02-100	45	\$ 855.00
Computers and accessories	410 7078 504-99-500		\$ 39,000.00
Labor to install computer and accessories	410 7072 501-02-100	78	\$ 1,482.00
Total Parts and Equipment Expenses			\$ 41,074.82
Total Labor Expenses			\$ 6,724.50
Grand Total Capital Expenses			\$ 47,799.32

19%

Consent Agenda Item #6.B. i

To: LYNX Board of Directors

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

Phone: 407.841.2279 ext: 6036

Item Name: Authorization to Extend Contracts
Authorization to execute Amendment #6 to the Medicaid Non-Emergency
Transportation services agreement with the Florida Commission for the
Transportation Disadvantaged

Date: 3/27/2008

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to execute a contract amendment (Amendment #6) with the Florida Commission for the Transportation Disadvantaged (CTD) to add funding to the Agreement for Medicaid Non-Emergency Transportation (NET) for March 2008 through June 2008.

BACKGROUND:

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

There have been five amendments since 2006 as follows:

Amendment #1: During the State's 2006 fiscal year, statewide Medicaid NET funding was reduced resulting in the monthly allocation to LYNX being reduced to \$448,165 (\$5,377,980) annually.

Amendment #2: In the State 2007 fiscal year, additional funding was added to the statewide Medicaid NET allocation, resulting in LYNX receiving an increase in our monthly allocation to \$500,948 (\$6,011,364 annually).

LYNX Board Agenda

Amendment #3: For 2008 fiscal year, AHCA has elected to enter into a six month contract amendment/extension with the CTD. Amendment #3 extended the current agreement by six months and maintained the monthly allocation at the same level as FY2007 (\$500,948 monthly) for the months of July and August 2007.

Amendment #4: Additional Medicaid Health Maintenance Organizations (HMOs) began providing transportation services to their enrollees on September 1, 2007. AHCA reduced allocations to Medicaid Non-Emergency Transportation providers by the amount provided to the HMOs (estimated at \$2.91 per member per month) through the term of the current agreement (December 31, 2007). This resulted in a reduction in monthly allocations of \$69,821, from \$500,948 monthly to \$431,127 monthly.

Amendment #5: AHCA has reconciled the number of enrollees of HMO's who provide transportation services and reduced the statewide Non-Emergency Transportation allocation by \$8.7 million, reducing LYNX monthly allocation to \$267,227 monthly. Amendment #5 accounts for this reduction and extends the terms of the contract by six months (January 2008 to June 2008).

Amendment #6: AHCA disallowed the Medicaid HMOs to provide transportation services to their enrollees effective March 1, 2008, moving those customers and trips back into the coordinated systems. As the Community Transportation Coordinator and Subcontracted Transportation Provider, LYNX will assume those customers and trips. The funding that had previously been removed from our system and given to the HMOs is being returned to LYNX in this Amendment.

As a result of the recent decision to restore funding effective March 1, 2008, please reference the chart below for a history of funding levels.

Date Range	Monthly Allocations	Comments
January 2005 to October 2005	\$493,683	Inception of capitated allocation
November 2005 to June 2006	\$448,165	9.22% reduction from previous allocation due to HMOs providing services
July 2006 to August 2007	\$500,948	11.78% increase over previous allocation due to Prescribed Pediatric Extended Care (PPEC) services and additional Medicaid compensable services
September 2007 to December 2007	\$431,127	13.94% reduction from previous allocations due to HMOs providing services
January 2008 to February 2008	\$267,227	38.02% reduction from previous allocations
March 2008 to June 2008	Est. \$500,938	Increase expected due to HMOs being disallowed to provide transportation services

FISCAL IMPACT:

LYNX' monthly capitated allocation to provide Medicaid Non-Emergency Transportation services will increase from \$267,227 per month to \$500,938 per month for the months of March 2008 to June 2008.

STATE OF FLORIDA
COMMISSION FOR THE TRANSPORTATION DISADVANTAGED
MEDICAID NON-EMERGENCY TRANSPORTATION (NET) PROGRAM
SUBCONTRACTED TRANSPORTATION PROVIDER AGREEMENT
AMENDMENT NO 6

AGREEMENT #: BDB01
FINANCIAL PROJECT ID#: 41604318201
F.E.I.D. # 591-396-396-001

This agreement, entered into on February 29, 2008 by and between the State of Florida, Commission for the Transportation Disadvantaged, hereinafter called "Commission" and LYNX, 455 North Garland Avenue, Orlando, Florida 32801, hereinafter called "Subcontracted Transportation Provider" for Orange, Osceola and Seminole County(ies).

WITNESSETH:

WHEREAS, the Commission and the Subcontracted Transportation Provider heretofore on 1/1/2005 entered into an Agreement, hereinafter called the Original Agreement;

WHEREAS, the Commission desires to participate in all eligible items of development for this project as outlined in the attached amended Exhibit B.

WHEREAS, this amendment is necessitated by the amendment of the contract between the Commission, and the Agency for Health Care Administration for Medicaid Non-Emergency Transportation (NET) services.

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

1. Purpose of Agreement: The purpose of the agreement is not changed.
2. Accomplishment of the Agreement: The accomplishment of the agreement is not changed.
3. Amendment Amount: The agreement is increased by \$934,843.00.
4. Total Project Cost: The revised Total Project Cost is \$17,071,728.00.
5. Exhibit B of said Agreement is replaced by Amended Exhibit B and is attached hereto and made a part hereof.

EXCEPT as hereby modified, amended, or changed, all other terms of the Agreement dated 1/1/2005 shall remain in full force and effect. This amendment cannot be executed unless all previous amendments to this Agreement have been fully executed.

EXHIBIT B
AMENDMENT # 6
METHOD OF COMPENSATION

For the satisfactory performance of the services and the submittal of Encounter Data as outlined in Exhibit A, Scope of Services, the Subcontracted Transportation Provider payments shall be \$500,938.00 monthly with a final payment of \$500,935.00. The Subcontracted Transportation Provider shall be paid up to a maximum amount of \$17,071,728.00. The Subcontracted Transportation Provider shall submit invoices in a format acceptable to the Commission. The Subcontracted Transportation Provider will be paid after the Commission has received payment from the Agency for Health Care Administration.

1. Project Cost:

The STP shall request payment through submission of a properly completed invoice to the Commission Contract Manager or its designee. Once the Commission has signed the invoice for approval, the Commission shall submit the approved invoice to the DOT Disbursement Operations Office for payment to the STP.

<u>County:</u>	Orange, Osceola, Seminole
<u>Total Project Cost To Date:</u>	\$16,136,885.00
<u>Amendment Amount:</u>	\$934,843.00
<u>Total Project Cost Revised:</u>	\$17,071,728.00

2. Disbursement Schedule of Funds

FY 07/08	January	2008	\$267,227.00
	February		\$267,227.00
	March		\$500,938.00
	April		\$500,938.00
	May		\$500,938.00
	June		\$500,935.00

In witness whereof, the parties hereto have caused these presents to be executed, the day and year first above written.

STATE OF FLORIDA
COMMISSION FOR THE TRANSPORTATION
DISADVANTAGED

LYNX

SIGNATURE

SIGNATURE

Executive Director

TITLE

TITLE

Lisa M. Bacot

PRINTED NAME

PRINTED NAME

Consent Agenda Item #6.B. ii

To: LYNX Board of Directors

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

Phone: 407.841.2279 ext: 6047

Item Name: Miscellaneous
Authorization to transfer 19 buses and related components to various agencies

Date: 3/27/2008

ACTION REQUESTED:

Staff is requesting authorization to transfer or sell at a public auction 19 revenue vehicles and components.

BACKGROUND:

LYNX recently purchased 40 new revenue vehicles from the Gillig Corporation. As a result, LYNX Maintenance staff has identified 39 revenue vehicles for retirement. Metro Area Transit Authority in Omaha, Nebraska and other agencies have expressed an interest in transferring 19 of the LYNX retired vehicles to their agency as follows:

Agency	Number of Revenue Vehicles
Metro Area Transit Authority in Omaha Nebraska	12
Central Florida Fire Academy	2
Cherokee Country Sheriff Department of Kansas	1
Polk County Fire Department	2
Orange County Sheriff Office	1
Orange County Doctor Fun	1
Total	19

These transfers will require FTA approval in order to waive or transfer any outstanding obligation associated with the vehicle components which is currently valued at \$24,913. The remaining 20 buses will be disposed of via a public auction along with other surplus items. This request will be brought to the Board next month for approval.

In the mean time, LYNX staff will continue to work with Metro Area Transit Authority and the other agencies to facilitate the transfer of the 19 vehicles. If the transfer of the vehicles is not successful, LYNX staff will then include them in public auction.

FISCAL IMPACT:

The net book value of the 19 vehicles and components is \$24,913.

Consent Agenda Item #6.B. iii

To: LYNX Board of Directors

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

Phone: 407.841.2279 ext: 6017

Item Name: Miscellaneous
Authorization to re-approve an inter-local agreement with the City of Orlando to implement a bus shelter program within the City of Orlando's jurisdiction and issue a request for proposals (RFP) to administer the program

Date: 3/27/2008

ACTION REQUESTED:

In regard to the contemplated Interlocal Agreement being negotiated with the City of Orlando for the placement of bus shelters throughout the city of Orlando, staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) to execute a ten (10) year Interlocal Agreement with the City of Orlando to implement a bus shelter program and issue a request for proposals for the administration of the program, with the form of the Interlocal Agreement to be in the form generally comparable to that submitted to the Board of Directors, with such changes as may be approved by the CEO provided that such changes do not substantially increase the obligations of LYNX under the program.

BACKGROUND:

For more than two (2) years, the City of Orlando and LYNX have discussed establishing a partnership to improve the comfort of LYNX passengers within the city limits of Orlando. This partnership will include the placement of transit shelters throughout the city limits to protect LYNX passengers from the elements while waiting for buses. An aggressive advertising program will provide the funding necessary to buy, install and maintain the shelters and sustain the program.

In July 2007, staff presented an inter-local agreement to the LYNX Board of Directors that was initially agreed upon by City staff. After further review, City staff recommended additional changes that required further discussion on several key components of the agreement. These discussions included the number of shelters to be constructed, location of shelters, exclusivity to the agreement, use of revenue generated from shelter advertising, advertising within the downtown CRA, indemnification, and removal of shelters at the term of the agreement.

Staff is confident that the continued negotiations with the City's staff have resulted in an agreement that will soon go to the City Council for approval. Once approved, LYNX will issue a request for proposals (RFP) to secure a contractor that will assist with site location, fully install and maintain the shelters, sell advertising, and receive a share of sales proceeds.

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION:

The execution of the inter-local agreement with the City will not have a DBE component. However, the issuance of an RFP will result in a 10.5% DBE participation element.

FISCAL IMPACT:

Staff will issue an RFP for the administration of the shelter program. Therefore, LYNX will not incur direct expenses for the installation and maintenance of the shelters. However, LYNX will seek to receive revenue equal to a minimum of 20% of the gross advertising receipts or the selected contractor's proposed percentage, whichever is greater.

INTERLOCAL AGREEMENT

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

By and between

City of Orlando, Florida,

and

Central Florida Regional Transportation Authority (d/b/a LYNX)

Orlando City Council

Regular Meeting of Monday, _____, 2008

Central Florida Regional Transportation Authority Governing Board

Regular Meeting of _____, _____, 2008

THIS DOCUMENT PREPARED BY:

Kyle Shephard, Esq.
Fla. Bar No. 0693960
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TABLE OF CONTENTS

Section [11](#). Recitals..... 5

Section [22](#). Definitions..... 5

Section [33](#). Provision of Transit Shelters..... 6

Section [44](#). License..... 6

Section [55](#). Qualified Private Supplier..... 6

Section [66](#). Relationship to Existing Transit Shelter Arrangements.....[67](#)

Section [77](#). Exclusivity..... 7

Section [88](#). Revenue Accounting..... 7

Section [99](#). Transit Shelter Sites.....[78](#)

Section [1010](#). Transit ~~Shelters~~Shelter with Signs.....[89](#)

Section [1111](#). Transit Shelter Design.....[910](#)

Section [1212](#). Maintenance Standards.....[1112](#)

Section [1313](#). Maintenance Inspections.....[1213](#)

Section [1414](#). Maintenance Records and Complaints.....[1213](#)

Section [1515](#). No Damage to City Property.....[1213](#)

Section [1616](#). Minimum Number of Transit Shelters.....[1213](#)

Section [1717](#). Use of Transit Shelters.....[1314](#)

Section [1818](#). Nuisances.....[1314](#)

Section [1919](#). Annual Status Report.....[1314](#)

Section [2020](#). Compliance with Federal Law.....[1315](#)

Section [2121](#). Right to Audit.....[1315](#)

Section [2222](#). Indemnification.....[14 by Third Parties](#) [15](#)

Section [2323](#). [Third Party](#) Insurance.....[1416](#)

Section [2424](#). No Personal Liability.....[1416](#)

Section [2525](#). Delivery of Notices.....[1516](#)

Section [2626](#). Assignment.....[1617](#)

Section [2727](#). Third Parties.....[1618](#)

Section [2828](#). Compliance.....[1618](#)

Section [2929](#). Remedies.....[1618](#)

Section [3030](#). Governing Law and Venue.....[1618](#)

Section [3131](#). Interpretation.....[1618](#)

Section [3232](#). Time is of the Essence.....[1618](#)

Section [3333](#). Further Assurances.....[1718](#)

Section [3434](#). Entire Agreement.....[1718](#)

Section [3535](#). Captions, Headings, and Table of Contents.....[1719](#)

Section [3636](#). Exhibits.....[1719](#)

Section [3737](#). No Joint Venture or Agency.....[1719](#)

Section [3838](#). Governmental Authorities.....[1719](#)

Section [3939](#). Severability.....[1819](#)

Section [4040](#). Default Notice.....[1819](#)

Section [4141](#). Non-action or Failure to Observe Provisions.....[1819](#)

Section [4242](#). [Initial](#) Term of this Agreement.....[18 and Surviving Clauses](#)..... [20](#)

Section [4343](#). Modification.....[1820](#)

Section [4444](#). Effective Date.....[1820](#)

Section [4545](#). Termination of Agreement.....[1821](#)

Section [4646](#). Authority to Execute and Comply.....[1922](#)

Section [4747](#). Binding Nature of this Agreement.....[1922](#)

Section [4848](#). Computation of Time.....[2022](#)

Section [4949](#). Counterparts; Copies.....[2022](#)

[Section 50](#). [Sovereign Immunity](#) [22](#)

THIS INTERLOCAL AGREEMENT (the “Agreement”), made in the City of Orlando, County of Orange, State of Florida, this _____ day of _____, 2008, is made and entered into by and between the **CITY OF ORLANDO, FLORIDA**, a Florida municipal corporation duly created, organized, and existing under, and by virtue of, the laws of the State of Florida, and having its principal place of business at Orlando City Hall, 400 S. Orange Ave., Orlando, Florida 32801 (the “City”), and the **CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY, d/b/a LYNX**, a Florida body politic and corporate, duly created, organized, and existing under, and by virtue of, Part II, Chapter 343, Florida Statutes, and having its principal place of business at Lynx Central Station, 455 N. Garland Ave., Orlando, Florida 32801 (the “Authority”).

WITNESSETH

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

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

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

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

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

WHEREAS, the City’s GMP Transportation Element Policy 1.14.6 requires that the City “encourage the Central Florida Regional Transportation Authority (dba Lynx) [*sic*] to coordinate routing of the regional service and location of transit facilities with the location of activity centers and high intensity mixed use corridors...”; and

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

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

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

WHEREAS, the City’s GMP Transportation Element Policy 3.2.2 requires, in part, that the City “pursue new sources of transportation funding to fully implement this element”, and in accordance with this Agreement, the City hereby encourages the Authority to utilize all reasonable efforts and diligence to maximize the financial return to the Authority as is made available by this Agreement; and

WHEREAS, the City’s GMP Transportation Element Policy 3.3.3 requires that the City “actively support the establishment of dedicated revenue sources for public transit”, and the City hereby states its expectation that the Authority utilize all reasonable efforts and diligence to maximize the financial return to the Authority as is made available by this Agreement; and

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

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

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

to this Agreement such Transit Shelters will be provided and maintained by the Authority only at designated stops on official fixed route bus stops as provided by the Authority; and

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

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

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

WHEREAS, it is the purpose and intent of this Agreement to provide for the cost-efficient construction, installation, operation, and maintenance of Transit Shelters at certain transit stops operated by the Authority within the City of Orlando so that the transit-going public is provided with a more comfortable and convenient transit experience; and

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

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

1. **Recitals.** The foregoing recitals are true and correct and are hereby incorporated into and made a part of this Agreement as if fully set forth hereinafter.
2. **Definitions.** For the purposes of this Agreement the following terms, phrases, words and their derivations shall have the meaning contained hereinafter, except where the context clearly requires otherwise.

- 2.1. “Agreement” means this Interlocal Agreement by and between the City of Orlando, Florida, and the Central Florida Regional Transportation Authority, including all incorporated attachments and exhibits, as may be amended from time to time.
- 2.2. “Authority” means the Central Florida Regional Transportation Authority, d/b/a Lynx, a Florida body politic and corporate, duly created, organized, and existing under, and by virtue of, Part II, Chapter 343, Florida Statutes.
- 2.3. “City” means the City of Orlando, Florida, a Florida municipal corporation duly created, organized, and existing under, and by virtue of, the laws of the State of Florida.
- 2.4. “City Right-of-Way” means land in which the City owns the fee or has an easement devoted to or required for use as a transportation facility within the geographic boundaries of the City.
- 2.5. “Qualified Private Supplier” means any person or firm (or persons or firms) ~~retained by~~ who may enter into a contract with the Authority to provide goods and services related to the construction, installation, operation, and maintenance of Transit Shelters in the City of Orlando, Florida, in accordance with this Agreement.
- 2.6. “Transit Shelter” means a small, roofed structure, having from one (1) to three (3) walls, located near a street and designed primarily for the protection and comfort of bus transit passengers.
- 2.7. “Transit Shelter Site” means a specified location within or adjacent to City Right-of-Way and designated by the City and the Authority for the location of a Transit Shelter.

3. **Provision of Transit Shelters.** During the term of this Agreement, and subject to the requirements of this Agreement and applicable laws, the Authority may itself, or through a Qualified Private Supplier(s), construct, install, operate, and maintain Transit Shelters within City Right-of-Way.

4. **License.** In conjunction with the rights granted to the Authority pursuant to this Agreement, and subject to all requirements of this Agreement and applicable laws, the City shall grant to the Authority the licenses necessary to install, operate, and maintain Transit Shelters within City Right-of-Way. No Transit Shelter may be installed, operated, or maintained within City Right-of-Way unless and until a license for the respective Transit Shelter is provided by the City to the Authority.

5. **Qualified Private Supplier.** The Authority may select a Qualified Private Supplier to perform work, or any portion thereof, related to the construction, installation, operation, and maintenance of Transit Shelters as described by this Agreement. The Authority shall be fully responsible for the selection of the Qualified Private Supplier, if any. The method by which the Authority seeks proposals from interested parties and selects the Qualified Private Supplier, if any, shall be at the sole and absolute direction and responsibility of the Authority. Nothing in this Agreement shall be interpreted to require that the Authority select a Qualified Private Supplier. ~~If the Authority selects~~ The City is aware that it is the intent of the Authority to

select a Qualified Private Supplier, the Authority shall ensure that the Qualified Private Supplier strictly adheres to and performs all relevant and applicable duties and responsibilities of the Authority under or Suppliers through an RFP or similar process and that if the Authority is unable to obtain and contract with, in the opinion of the Authority, such a suitable Qualified Private Supplier, then the Authority may, in its discretion, terminate this Agreement. The Authority understands and accepts that the City may terminate this Agreement pursuant to section 4547 of this Agreement if a Qualified Private Supplier fails to perform its work in accordance with the terms and conditions of this Agreement, and the Authority fails to cure said default within the applicable cure period.

6. **Relationship to Existing Transit Shelter Arrangements.** The City represents, and the Authority acknowledges and fully understands that the City may currently be party to other agreements and arrangements related to the construction, installation, operation, or maintenance of Transit Shelters. Nothing in this Agreement shall be construed to impugn the integrity of those agreements and arrangements, if any. Additionally, the Authority represents, and the City acknowledges and fully understands that the Authority may, from time to time, construct, install, operate, and maintain Transit Shelters within the City of Orlando with funds derived from sources other than a Qualified Private Supplier or transit advertising revenue as anticipated under this Agreement. The terms and conditions of this Agreement only apply to Transit Shelters constructed, installed, operated, and maintained by a Qualified Private Supplier pursuant to this Agreement, or to Transit Shelters constructed, installed, operated, and maintained by the Authority with funds derived from advertising revenue as anticipated under this Agreement.

7. **Exclusivity.** The rights granted to the Authority by this Agreement are not exclusive, except that for the term of this Agreement, the City shall not grant to any other person, -firm, or government agency, the right to construct, install, operate, or maintain Transit Shelters with signs within City Right-of-Way.

8. **Revenue Accounting.** All net revenue derived by the Authority pursuant to the rights and privileges created by this Agreement shall be deposited by the Authority into a separate and discrete account immediately upon receipt and shall not be commingled, for accounting purposes, with any other of the Authority's revenues and funds. For the purposes of this part, the term "net revenue" means the gross revenue derived by the Authority from the Transit Shelter program implemented pursuant to this Agreement, less (i) any expenses incurred by the Authority in regard to said Transit Shelter program, and whether paid to third parties or incurred by the Authority through its own employees, (ii) an administrative fee not to exceed ten percent (10%) of the gross revenue derived by the Authority from the Transit Shelter program implemented pursuant to this Agreement, and (iii) the establishment of any reasonable reserves related to the renovation of Transit Shelters during the term and the removal of the Transit Shelters as may otherwise be provided in this Agreement. To the extent any expenses under the foregoing clause (i) relate to employees of the Authority, then that expense will be reasonably allocated by the Authority as to the time spent by those employees on matters relating to the Transit Shelter Program, together with a reasonable and appropriate allocation of overhead and fringe benefits. All earnings on investments made with funds in the separate account shall likewise remain in the separate account. Funds in the separate account shall be used by the

Authority only for the benefit of fixed route public transit services provided by the Authority within the jurisdictional boundaries of the City. For ~~the purpose of this part, the term “fixed route public transit services” includes the reasonable costs and expenses associated with the Authority’s administration (which costs and expenses may not exceed ten percent (10%) of the gross revenue derived by the Authority from the Transit Shelter program implemented pursuant to this Agreement) of the Transit Shelter program implemented pursuant to this Agreement.~~ Also for the purpose of this part, the term “fixed route public transit services” includes the Downtown Orlando circulator currently operating under the brand name of “LYMMO” and any future expansion or reconfiguration of the current LYMMO service within the jurisdictional boundaries of the City, and also includes Transit Shelters without signs. The City may audit the separate account from time to time pursuant to the auditing and disclosure provisions of this Agreement. The Authority will not supplant funds otherwise dedicated to fixed route public transit services within the jurisdiction of the City with revenues derived from the Transit Shelter program implemented pursuant to this Agreement. Similarly, the City will not supplant funds otherwise provided to the Authority from the City with revenues derived from the Transit Shelter program implement pursuant to this Agreement. In that regard, it is the intent of this part that revenues derived by the Authority from the Transit Shelter program implemented pursuant to this Agreement are supplemental to, and not in replacement of, expenditures made by the Authority for the benefit of transit service within the jurisdiction of the City and annual funding sources provided by the City to the Authority.

9. **Transit Shelter Sites.** The City has sole discretion to approve or disapprove of any particular location for each Transit Shelter, including which sites are available for Transit Shelters with signs. The City does not guarantee that any specific site will be approved for a Transit Shelter or a Transit Shelter with signs. The City will cooperate with the Authority to identify and approve sites appropriate for Transit Shelters, but without limiting its ultimate right to approve or disapprove of any particular Transit Shelter Site the City may provide a conceptually approved list of proposed Transit Shelter Sites from time to time in order to assist the Authority in its Transit Shelter deployment planning.

9.1. Removal or Relocation of Transit Shelters. On and after the effective date of this Agreement, the City retains the full and unconditional right to require the Authority to remove or relocate any Transit Shelter because of private development, public works projects, public convenience or safety, improved accessibility, changes to fixed route bus transit services provided by the Authority, or failure to construct, install, operate, or maintain the Transit Shelter in accordance with this Agreement. In the event that a Transit Shelter is removed pursuant to this part, the City shall endeavor to identify a suitable alternative location. The Authority may request permission from the City to remove or relocate a Transit Shelter ~~but which approval of any such request shall be in the sole discretion of~~ by the City shall not unreasonably withheld.

9.2. Removal or Relocation Costs for City Requests. The ~~Authority shall bear the~~ full cost and expense of removal or relocation of Transit Shelters made at the request of the City or of the Authority. ~~All such cost and expense borne by the Authority or its Qualified Private Supplier~~ may be charged against revenue as an operating expense or paid out of any appropriate reserves at the time.

- 9.3. Time for Removals or Relocations. All removals and relocations of Transit Shelters requested by or approved by the City shall be completed within 15 days of written request or approval by the City, unless otherwise authorized by the City.
- 9.4. Submittals. For each Transit Shelter Site proposed by the Authority, the Authority shall submit to the City a site plan, including legal description, construction drawings consistent with the Florida Building Code, and any and all other materials required by the Orlando City Code or otherwise reasonably necessary for the City to adequately review and respond to the Authority's proposal.
- 9.5. Acquisition of Property Rights. The Authority is responsible for obtaining all necessary property rights, including right-of-way (including without limitation City Right-of-Way) permits or easements, from any relevant property owner, including other government authorities. The City is not responsible for acquiring any property interest or interests whatsoever in order to accommodate the placement of any Transit Shelter.

10. **Transit Shelter with Signs.** For the term of this Agreement, and subject to the terms and conditions of this Agreement and all applicable law, Transit Shelters provided pursuant to this Agreement may include a sign. Transit Shelters with a sign shall comply with all provisions of Chapter 64, Orlando City Code, and all other relevant parts of the Orlando City Code, as they may be amended from time to time.

- 10.1. One Sign per Transit Shelter. Not more than one sign shall be permitted on any Transit Shelter, however, the sign may exhibit two faces that are equal in size and contained within a single enclosure.
- 10.2. Copy Approved by the Authority. All sign copy shall be subject to relevant policies and procedures of the Authority.
- 10.3. Limits on Transit Shelters with Signs. No more than ninety percent (90%) of all Transit Shelters provided by the Authority pursuant to this Agreement shall contain signs. For the purpose of this section, the public information displays described in section 10.4, hereinafter, shall not be construed as signs. Transit Shelters located within the jurisdictional boundaries of the City of Orlando Downtown Community Redevelopment Agency pursuant to this Agreement, if any, shall not include signs. Any Transit Shelter located within the jurisdictional boundaries of the City of Orlando Downtown Community Redevelopment Agency, if any, may count towards the minimum ten percent (10%) of Transit Shelters that may not contain signs as required by this part. For the purposes of this Agreement, references to the jurisdictional boundaries of the City of Orlando Downtown Community Redevelopment Agency includes all property subsequently added to those boundaries. ~~—~~, provided, however, if a Transit Shelter when originally located is not within the jurisdictional boundaries of the City of Orlando Downtown Community Redevelopment Agency, then the foregoing prohibition against signs shall not apply to that Transit Shelter.

10.4. Public Information Display. All Transit Shelters shall include a panel for the display of transit service information such as maps, schedules, fare information, and service bulletins. The Authority shall use its best efforts to keep such information up-to-date and relevant to its transit objectives. The display shall also include a separate and distinct panel designed for and set aside for the sole use of the City. The City may, but is not required to, provide copy for the City panel. If the City provides copy for the City panel, the Authority shall install the copy at designated Transit Shelters within five days of receipt of said copy. The precise dimensions and design of the display panels (including without limitation the manner and location of the panel's configuration upon and connection to the Transit Shelter) shall be subject to review and approval by the City.

10.5. Complaint Contact Details. All Transit Shelters shall display the Transit Shelter's identification number and shall also display a toll-free telephone number and email address for the purpose of reporting maintenance and cleanliness issues as described by section 14, hereinafter.

10.6. Unsold Space. If the Authority offers, or causes to have offered by a Qualified Private Supplier, space within the Transit Shelter sign panels for the purpose of displaying advertising materials, the City has the first option to use, for a minimum of 14 days from the date of exercising such option, any such space, at no charge or expense to the City and for any public purpose, that has not been leased by or on behalf of the Authority. The City will be responsible for providing all copy ready for installation by the Authority. The Authority shall complete installation within 48 hours of receipt of such copy. The Authority and Qualified Private Supplier may agree that the Authority may also ~~use~~use unsold space, but only on the condition that the City has first been offered the opportunity to exercise its option to the unsold space and declines. Any costs incurred by the Authority or Qualified Private Supplier may be charged against revenue as an operating expense.

11. **Transit Shelter Design**. All Transit Shelters constructed, installed, operated, and maintained pursuant to this Agreement shall conform to the design requirements of this part and shall conform to the final approved Transit Shelter design as approved by the City. No Transit Shelter may be submitted to the City for permitting and licensing prior to the City having reviewed and approved a final Transit Shelter design. The Transit Shelter design schematics attached hereto as Exhibit "A" (with sign) and Exhibit "B" (without sign), and hereby incorporated into this Agreement, are conceptually approved by the City. The City represents, and the Authority acknowledges and fully understands that the City will insist on a superior design for Transit Shelters in the City, which, without limitation, will include high-quality, sustainable materials, an interesting and recognizable architectural design, and the ability to withstand at least 15 years of service with routine maintenance. At a minimum Transit Shelters shall be consistent with the following:

11.1. Transit Shelters will provide sufficient protection from the elements for the average peak load of persons waiting at the bus stop.

- 11.2. Transit Shelters will provide adequate ventilation and protection from the local climate.
- 11.3. Transit Shelters will be constructed or treated with material that is designed to resist dirt, grime, vandalism, graffiti, and other markings and soiling.
- 11.4. Transit Shelters will provide seating within the enclosed portion of the structure, but such seating shall be designed and maintained in order to discourage persons from lying horizontally on the seating.
- 11.5. As described in section 10.1 hereinabove, not more than one sign shall be permitted on any Transit Shelter, however, the sign may exhibit two faces that are equal in size and contained within a single enclosure. The sign enclosure may act as a wind screen on one (1) side of the Transit Shelter. Double-sided sign enclosures shall be designed and constructed so that each individual advertising panel lies flat, back-to-back to each other (i.e., not forming a “V-shape”), with each panel lying at a roughly 90-degree angle to the immediately adjacent right-of-way. Sign enclosures may not obstruct the view of persons waiting for an oncoming bus.
- 11.6. Transit Shelters will conform to all requirements of the Florida Building Code, as may be amended from time to time.
- 11.7. Transit Shelters will be adequately grounded and will provide lightning protection for persons within the enclosed portion of the Transit Shelter.
- 11.8. Transit Shelters will be lit, at no expense to the City or the Orlando Utilities Commission. Transit Shelters will be illuminated at a minimum from dusk to midnight, and from 5:00 a.m. to dawn. The minimum level of lighting at ground level within the enclosed portion of each Transit Shelter shall be 1.5 to 2.0 foot-candles average, but the City retains the right to require adjustments to minimum and maximum lighting levels. Sign panel enclosures may be lit, but the intensity and other characteristics of which (including without limitation, possible limitations on the hours of operation) are fully subject to review and approval by the City. The Authority shall exercise its best efforts to provide necessary electricity supplies from renewable energy sources. Transit Shelters may not be illuminated in a manner that creates a hazard to passing vehicle operators, and may not be illuminated in a manner that unreasonably disturbs a nearby residential use.
- 11.9. Transit Shelters will include, at a minimum, one (1) 22 to 24 gallon solid waste receptacle. The design and specifications of receptacles shall be subject to the review and approval of the City.
- 11.10. Transit Shelters will provide a height clearance of not less than six feet eight inches (6’8”) at its lowest point, and contain a sloped or curved roof.
- 11.11. Transit Shelters will have see-through visibility on at least three (3) sides.

11.12. Transit Shelters will comply with all applicable laws affecting access by persons with disabilities, including without limitation, the Americans with Disabilities Act.

11.13. Transit Shelters and associated fixtures such as bicycle racks and solid waste receptacles will be designed and maintained to discourage birds and other animals from using them for habitat or cover.

12. **Maintenance Standards.** Transit Shelters, by their nature, are highly visible to the public and will impact the public's perception of the City of Orlando's cleanliness and attractiveness. The City hereby represents, and the Authority acknowledges and fully understands that the City will insist on strict compliance with the maintenance standards provided by this Agreement. The City expects that all Transit Shelters, and the grounds around them, will be kept in a clean and orderly condition. For the term of this Agreement, and subject to the terms and conditions of this Agreement and all applicable law, Transit Shelters provided pursuant to this Agreement shall be maintained by the Authority strictly in accordance with the following minimum standards:

12.1. Each solid waste receptacle associated with a Transit Shelter will be emptied not less than weekly, and, if necessary, also cleaned of any dirt, grime, vandalism, graffiti, and other markings and soiling.

12.2. Each Transit Shelter, including its concrete pad and any associated fixtures such as bicycle racks and solid waste receptacles, will be pressured washed at least quarterly. Dirt, grime, vandalism (including without limitation, stickers, adhesives, handbills, posters, and other non-permitted signs), graffiti, and other markings and soiling shall be removed.

12.3. All grounds situated within City Right-of-Way and within a ~~twenty-five~~fifteen foot (~~25~~15') radius of each Transit Shelter (except for area within a roadway and its associated curb and gutter section, if any, and further excluding any private property) shall be cleaned, including without limitation, raking and disposal of cigarette butts, litter, and other debris, not less than weekly. Abandoned shopping carts and other large abandoned items located within said fifteen foot (15') area shall be removed and discarded in accordance with law, not less than weekly. The foregoing shall not apply to any private property nor shall it require going beyond any barrier such as a wall.

12.4. All vegetation situated within City Right-of-Way and within a ~~twenty-five~~fifteen foot (~~25~~15') radius of each Transit Shelter shall be trimmed and maintained in manner that is both attractive and safe. Turf grass within City Right-of-Way and within a ~~twenty-five~~fifteen foot (~~25~~15') radius of each Transit Shelter shall be maintained at a height of not more than four inches, and sidewalks and foundations shall be edged and swept clean of debris. The foregoing shall not apply to any private property nor shall it require going beyond any barrier such as a wall.

- 12.5. Structural damage, broken glass, graffiti, and broken lights associated with a Transit Shelter shall be repaired within 48 hours of receiving notice of such condition.
- 12.6. Wasp nests, spider webs, ant colonies, and other pests and pest habitats shall be exterminated and removed during weekly cleanings, or within 48 hours of receiving notice of such condition.
- 12.7. Seriously damaged or destroyed Transit Shelters, including without limitation, associated fixtures such as bicycle racks and solid waste receptacles, shall be removed within 24 hours of receiving notice of such condition. Nothing in this Agreement shall be construed or interpreted to prevent the City from immediately removing or securing a Transit Shelter, including without limitation, associated fixtures such as bicycle racks and solid waste receptacles, if such is deemed to pose a serious danger to public safety. If the City removes or secures a Transit Shelter, including without limitation, associated fixtures such as bicycle racks and solid waste receptacles, the Authority shall reimburse the City for its costs and expenses associated with the removal or securing.

Any and all expenses associated with the foregoing maintenance may be charged against revenue as an operating expense.

13. **Maintenance Inspections.** The Authority shall inspect each Transit Shelter not less than once per week. The Authority shall make more frequent inspections if conditions warrant. Maintenance inspections may occur in the course of weekly cleanings as required by section 12, hereinabove. The Authority shall provide the City with a quarterly report of all inspection and maintenance operations, documenting all inspections and identifying problems and corrective actions taken.

14. **Maintenance Records and Complaints.** The Authority shall create and maintain a reliable system for documenting and recording maintenance inspections, maintenance activities and repairs, as well as maintenance complaints and the corrective actions taken in response to maintenance complaints. The Authority shall install a decal on each Transit Shelter indicating that the public should report any complaint or issue related to the maintenance of Transit Shelters. The decal shall include a toll-free telephone number and email address which may be used to communicate such complaints and issues to the Authority. The Authority will maintain documentation related to each complaint received at the toll-free telephone number and email address and will include a summary of each such communication in the quarterly reports required by section 13, hereinabove. The City may require that Transit Shelters that receive five (5) or more complaints per calendar month receive cleaning or other maintenance twice weekly instead of the standard once per week as required in section 12, hereinabove, for the next ninety (90) days.

15. **No Damage to City Property.** The Authority may not damage City property. If in the course of its activities under this Agreement the Authority damages any property belonging to the City, the Authority shall compensate the City for the full extent of the City's losses resulting from the damage. At the City's option, the City may require the Authority to repair any such damage.

16. **Minimum Number of Transit Shelters.** In accordance with the terms and conditions of this Agreement, the Authority shall install not less than 100 new Transit Shelters within the jurisdictional boundaries of the City of Orlando within the first year of the term of this Agreement, and then shall operate and maintain this minimum number of Transit Shelters consistently throughout the term of this Agreement. In accordance with the terms and conditions of this Agreement, the Authority shall install not less than an additional 100 new Transit Shelters within the jurisdictional boundaries of the City of Orlando by no later than the end of the second year of the term of this Agreement, and then shall operate and maintain this minimum number of Transit Shelters consistently throughout the term of this Agreement, so that by no later than the end of the second year of the term of this Agreement, the Authority shall have installed not less than 200 new Transit Shelters within the jurisdictional boundaries of the City of Orlando. The minimum requirements of this part shall represent net new Transit Shelters. Transit Shelters existing at the time this Agreement goes into effect may, subject to all other terms and conditions of this Agreement, and with the written permission of the City, be replaced by Transit Shelters provided pursuant to this Agreement, but such replacements will not count towards the minimum net new Transit Shelter requirements of this part. The Authority may relocate existing Transit Shelters but only if relocated within the jurisdictional boundaries of the City of Orlando, unless otherwise approved in writing by the City. If for any reason the Authority or its Qualified Private Supplier is not able to meet the minimum requirements of this part, the Authority shall notify the City in writing as soon as possible. In consultation with each other, the City's Transportation and Economic Development directors may allow the Authority or its Qualified Private Supplier to deviate from the minimum requirements of this part, but only for good cause shown. Any such decision by the Transportation and Economic Development directors must be in writing and must establish a reasonable timeframe for the Authority or its Qualified Private Supplier to return to compliance with the minimum requirements of this part.

17. **Use of Transit Shelters.** The Authority may not use Transit Shelters provided pursuant to this Agreement for any purpose other than those expressly provided in this Agreement. The Authority shall not install, operate, or maintain any Transit Shelter except at locations at which the Authority provides regular, fixed route bus transit service.

18. **Nuisances.** The Authority shall conduct its activities under this Agreement in a manner that does not constitute waste, nuisance, or unreasonable annoyance (including, without limitation, emission of objectionable odor, noise, or light) to the City, or to the public.

19. **Annual Status Report.** For the term of this Agreement, the Authority shall submit to the City an annual status report evidencing and certifying compliance with each of the terms and conditions of this Agreement, and shall include a financial report of all revenues derived by the Authority from the rights and privileges contained herein. Each annual status report shall be delivered no later than ~~sixty~~sixty-nine (~~60~~90) days after the end of the Authority's fiscal year. Each annual report shall be in a form reasonably acceptable to the City. Additionally, either party may request an occasional status meeting to discuss concerns or issues arising from the transit shelter program implemented in accordance with this Agreement. The parties will use their best efforts to participate meaningfully in such meetings, but nothing in this

section should be construed to require either party to call such status meetings as a condition precedent to the termination of this Agreement in accordance with section 47 hereinafter.

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

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

~~22. **Indemnification of the City by the Authority.** On and after the effective date of this Agreement, the Authority will defend, indemnify, and hold harmless the City, and each of its officers, directors, agents, and employees, whether elected, appointed, or otherwise (collectively referred to as the "Indemnitees" and individually as the "Indemnitee" for the purposes of this section only) from and against any and all liabilities, losses, damages, costs, expenses, claims, obligations, penalties, and causes of action (including without limitation, reasonable fees and expenses for attorneys, paralegals, expert witnesses and other consultants at the prevailing market rate for such services) whether based upon negligence, strict liability, absolute liability,~~

~~product liability, misrepresentation, contract, implied or express warranty, or any other principle or theory of law or equity, that are imposed upon, incurred by, or asserted against Indemnitees or which Indemnitees may suffer or be required to pay and which arise out of or relate in any manner from the Authority's performance of or failure to perform any of its obligations or duties under this Agreement, including without limitation any and all claims resulting in any way from the construction, installation, operation, and maintenance of Transit Shelters as anticipated by this Agreement (including without limitation, any and all claims of any kind whatsoever in any way related to the Authority's solicitation of parties interested in providing goods or services pursuant to this Agreement), and which is caused by the Authority, or any of its agents, employees, officers, directors, contractors, subcontractors, affiliates, or anyone directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable. Nothing in this section is intended nor should be construed or interpreted as an attempt to waive sovereign immunity, nor shall function to expose the Authority to any liabilities, losses, damages, costs, expenses, claims, obligations, penalties, and causes of action in excess of the limited waiver of sovereign as provided by law. The purpose of this section is to provide the City with a contractual cause of action against the Authority for the recovery of any liabilities, losses, damages, costs, expenses, claims, obligations, penalties, and causes of action suffered by the City as a result of the acts or omissions of the Authority in relation to the construction, installation, operation, and maintenance of Transit Shelters as anticipated by this Agreement.~~

23. — Indemnification of the Authority by the City. ~~On and after the effective date of this Agreement, the City will defend, indemnify, and hold harmless the Authority, and each of its officers, directors, agents, and employees, whether elected, appointed, or otherwise (collectively referred to as the "Indemnitees" and individually as the "Indemnitee" for the purposes of this section only) from and against any and all liabilities, losses, damages, costs, expenses, claims, obligations, penalties, and causes of action (including without limitation, reasonable fees and expenses for attorneys, paralegals, expert witnesses and other consultants at the prevailing market rate for such services) whether based upon negligence, strict liability, absolute liability, product liability, misrepresentation, contract, implied or express warranty, or any other principle or theory of law or equity, that are imposed upon, incurred by, or asserted against Indemnitees or which Indemnitees may suffer or be required to pay and which arise out of or relate in any manner from the City's performance of or failure to perform any of its obligations or duties under this Agreement, including without limitation any and all claims resulting in any way from the construction, installation, operation, and maintenance of Transit Shelters as anticipated by this Agreement, and which is caused by the City, or any of its agents, employees, officers, directors, contractors, subcontractors, affiliates, or anyone directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable. Nothing in this section is intended nor should be construed or interpreted as an attempt to waive sovereign immunity, nor shall function to expose the City to any liabilities, losses, damages, costs, expenses, claims, obligations, penalties, and causes of action in excess of the limited waiver of sovereign as provided by law. The purpose of this section is to provide the Authority with a contractual cause of action against the City for the recovery of any liabilities, losses, damages, costs, expenses, claims, obligations, penalties, and causes of action suffered by the Authority as a result of the acts or omissions of the City in relation to the construction, installation, operation, and maintenance of Transit Shelters as anticipated by this Agreement.~~

22. ~~24.~~ **Indemnification by Third Parties.** On and after the effective date of this Agreement, the City and the Authority shall require all third party vendors providing any goods or services related in any way to the construction, installation, operation, or maintenance of Transit Shelters pursuant to this Agreement (including without limitation a Qualified Private Supplier, if any), if any, to defend, indemnify, and hold harmless both the City and the Authority, and each of their respective officers, directors, agents, and employees, whether elected, appointed, or otherwise (collectively referred to as the “Indemnitees” and individually as the “Indemnatee” for the purposes of this section only) from and against any and all liabilities, losses, damages, costs, expenses, claims, obligations, penalties, and causes of action (including without limitation, reasonable fees and expenses for attorneys, paralegals, expert witnesses, and other consultants, at their respective prevailing market rates for such services) whether based upon negligence, strict liability, absolute liability, product liability, misrepresentation, contract, implied or express warranty, or any other principle or theory of law or equity, that are imposed upon, incurred by, or asserted against an Indemnatee or the Indemnitees or which an Indemnatee or the Indemnitees may suffer or be required to pay and which arise out of or relate in any manner from the respective third party’s performance of any work (or failure to perform any obligation or duty associated with such work) associated with the construction, installation, operation, or maintenance of Transit Shelters as anticipated by this Agreement, and which is caused in whole or in part by the respective third party, or any of its agents, employees, officers, directors, contractors, subcontractors, affiliates, or anyone directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable. Nothing contained in this paragraph shall constitute or be construed to mean or result in any indemnification of any matter by the City or the Authority to any other party, nor shall it constitute a waiver by the City or the Authority of its privileges under the principle of sovereign immunity.

23. ~~25.~~ **Third Party Insurance.** On and after the effective date of this Agreement, the City and the Authority shall require all third party vendors providing any goods or services related in any way to the construction, installation, operation, or maintenance of Transit Shelters pursuant to this Agreement (including without limitation a Qualified Private Supplier, if any), if any, to provide and maintain insurance in accordance with the insurance coverage policies of the City and the Authority for such third party goods and services providers. The respective policy or policies must name the City and the Authority as an additional insured. Nothing contained herein shall require the City or the Authority to itself obtain any insurance.

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

25. ~~27.~~ **Delivery of Notices.** Any notice, demand, or other communication which any party may desire or may be required to give to any other party shall be in writing delivered by any one or more of the following methods, (i) hand delivery, (ii) a nationally recognized overnight courier, (iii) telecopy or facsimile, or (iv) United States Postal Service mail, first class, postage prepaid, or by United States Postal Service certified or registered mail with return receipt

requested, to the following addresses, or to such other address as the party to receive such communication may have designated to all other parties by notice in accordance herewith:

If to the City: Director, Transportation Department
City of Orlando
Orlando City Hall
40 S. Orange Ave.
Orlando, Florida 32801
Telephone: (407) 246-3388
Facsimile: (407) 246-3392

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

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

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

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

with copy to: Chief of Staff
LYNX
455 N. Garland Ave.
Orlando, Florida 32801

Telephone: (407) 841-2279
Facsimile: (407) 246-6320

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

26. ~~28.~~ **Assignment.** The Authority may not assign this Agreement, or any portion thereof, without the prior, written consent of the City, except that the Authority may contract with a Qualified Private Supplier as provided in section 5 hereinabove.

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

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

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

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

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

32. ~~34.~~ **Time is of the Essence.** All times, wherever specified or anticipated herein for the performance of some obligation hereunder, are of the essence of this Agreement, except that where either party's performance is made impracticable without its fault by the occurrence of force majeure the non-occurrence of which was a basic assumption on which this Agreement is made, its duty to render such performance is discharged until such time that reasonable effort and prudence would make such performance practicable. For the purpose of this part, force majeure means any act of God, act of people, or other event that can be neither anticipated nor controlled, including without limitation, hurricanes, tornadoes, tropical storms, tropical depressions, earthquakes, floods, lightning, severe water damage, severe weather events, chemical, biological, or nuclear catastrophes, meteorological events or impacts, significant accidents to or failure of essential equipment or machinery, fire, riot, labor controversy, civil

unrest, civil commotion, terrorist activity or attack, acts of war, acts of an enemy, or other major upheaval, the effects of which could not have been prevented or avoided by the exercise of due care and foresight.

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

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

35. ~~37.~~ **Captions, Headings, and Table of Contents.** The captions, headings, and the table of contents of this Agreement are for convenience of reference only and in no way define, limit, or otherwise describe the scope or intent of this Agreement nor shall in any way affect this Agreement or the interpretation or construction thereof.

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

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

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

39. ~~41.~~ **Severability.** If any sentence, phrase, paragraph, provision, portion, or part of this Agreement is for any reason held illegal or invalid by a court of competent jurisdiction, and which part shall not appear to have been a controlling or material inducement to the making

hereof, such part shall be deemed of no effect and shall be deemed stricken from this Agreement without affecting the full force and binding affect of the remainder, but only to the extent that the remainder does not become unreasonable, absurd, or otherwise contrary to the purpose and intent of this Agreement.

40. ~~42.~~ **Default Notice.** The City and the Authority will immediately notify each other in the event of any known, discovered, or anticipated default hereunder.

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

42. ~~44.~~ **Initial Term of this Agreement and Surviving Clauses.** The initial term of this Agreement shall be 10 (ten) years from its effective date, unless terminated earlier pursuant to section 45, hereinafter. It is the intent of the City and the Authority at the time of the original execution of this Agreement that the Transit Shelters installed in accordance with this Agreement should remain installed, operated, and maintained within City Right-of-Way after the conclusion of the initial term of this Agreement. However, both the City and the Authority recognize the need to provide terms and conditions for the continued operation, maintenance, and governance of Transit Shelters remaining within City Right-of-Way after the conclusion of the initial term of this Agreement. Therefore, it is the intent of the City and the Authority at the time of the original execution of this Agreement that this Agreement be extended in whole or in part upon written agreement of the parties hereto prior to the conclusion of the initial term of this Agreement. If this Agreement is not extended in whole or in relevant part, the Authority shall, or shall cause to have, ~~at no cost or expense to the City,~~ all fully depreciated Transit Shelters removed by no later than the final day of the initial term of this Agreement. Unless otherwise provided by subsequent agreement of the parties hereto, all Transit Shelters not full depreciated by the final day of the initial term of this Agreement may remain until fully depreciated, except that the City may require their removal subject to the City reimbursing the Authority for the then remaining un-depreciated value of each Transit Shelter to be removed. For the purpose of this section, the "remaining un-depreciated" value of each Transit Shelter shall be calculated ~~as of the final day of the initial term of this Agreement, or as of the day the City demands its removal, as the case may be,~~ on a straight line depreciation basis, ~~with each Transit Shelter assumed to be fully depreciated not later than five~~ (5 over a period of ten (10)) years from the date of its initial installation within the City of Orlando. For the purpose of this section, removal of Transit Shelters means that all improvements installed as part of each Transit Shelter, including without limitation, associated fixtures such as bicycle racks, solid waste receptacles, the concrete pad, and all electrical infrastructure, shall be completely removed and the site returned to a condition reasonably alike its condition before the installation of the Transit Shelter. Any cost or expense associated with said removal may be charged against revenue as an operating expense and, further, the Authority and/or the Qualified Private Supplier may establish a reserve from time to time for such relocation. To the extent there is not revenues available or a reserve available for the cost of said relocation, then the cost of said removal will be deemed to be a part of the

remaining un-depreciated value to be paid by the City of Orlando. Further, the provisions set forth herein for reimbursing the Authority and otherwise shall further apply to the provisions of Section 45 below with respect to the removal of any Transit Shelters. Sections 8, 9.1, 9.2, 9.3, 22, 23, 24, 25, and 32 of this Agreement shall survive the conclusion of the initial term of this Agreement or the termination of this Agreement pursuant to section 47 hereinafter.

43. ~~45.~~ **Modification.** Modification of this Agreement may only be made by written agreement of the parties hereto.

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

45. ~~47.~~ **Termination of Agreement.**

45.1. ~~47.1.~~ **For Cause by the City.** In the event that the Authority fails to timely fulfill any material obligation established hereunder, or violates any material covenant, term, or condition of this Agreement, the City shall give Authority written notice of such breach, failure, or violation. If such breach, failure, or violation is not cured to the reasonable satisfaction of the City within thirty (30) days from the date of the notice, the City may terminate this Agreement effective upon such additional notice to such effect or upon such other date as specified in such notice. If the City terminates this Agreement pursuant to this part, the Authority shall, or shall cause to have, ~~at no cost or expense to the City,~~ all Transit Shelters removed within 120 days of such termination, or by such other time as agreed upon by the City at its sole discretion, and the City will reimburse the Authority for the un-depreciated value of the Transit Shelters and any removal expenses as set forth in Section 43 above. For the purpose of this part, removal of Transit Shelters means that all improvements installed as part of each Transit Shelter, including without limitation, associated fixtures such as bicycle racks, solid waste receptacles, the concrete pad, and all electrical infrastructure, shall be completely removed and the site returned to a condition reasonably alike its condition before the installation of the Transit Shelter

45.2. ~~47.2.~~ **For Convenience by the City.** The City has the option, in its sole discretion, to terminate this Agreement, at any time during the term hereof, for convenience and without cause. The City may exercise this option by giving the Authority a written notice of termination specifying the date that termination will become effective, such date being not less than 120 days from the date of the notice of termination. Upon receipt of the notice of termination, the Authority shall commence and perform, with diligence, all actions necessary on the part of the Authority to effect the termination of this Agreement on the date specified by the City, including without limitation, the complete removal of all Transit Shelters installed pursuant to this Agreement. If the City

exercises its option to terminate this Agreement for convenience pursuant to this part, the ~~Authority may require that the~~ City shall reimburse the Authority for the remaining un-depreciated value of each Transit Shelter installed pursuant to this Agreement within the jurisdictional boundaries of the City of Orlando as of the date of the notice of termination. ~~For the purpose of this section, the depreciated value of each Transit Shelter shall be calculated as of the date of the notice of termination on a straight line depreciation basis, with each Transit Shelter assumed to be fully depreciated not later than five (5) years from the date of its initial installation within the City of Orlando and~~ related removal costs as set forth in Section 43 above.

45.3. ~~47.3.~~ **For Convenience by the Authority.** The Authority has the option, in its sole discretion, to terminate this Agreement, at any time during the term hereof, for convenience and without cause. The Authority may exercise this option by giving the City a written notice of termination specifying the date that termination will become effective, such date being not less than 120 days from the date of the notice of termination. Upon the Authority's issuance of the notice of termination, the Authority shall commence and perform, with diligence, all actions necessary on the part of the Authority to effect the termination of this Agreement on the date specified by the Authority, including without limitation, the complete removal of all Transit Shelters installed pursuant to this Agreement provided, however, the Authority may leave standing those Transit Shelters with signs until such time as the gross revenue from said advertising can reimburse the Authority for the un-depreciated cost of all Transit Shelters (both with and without signage) and any removal as provided in Section 43 above.

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

47. ~~49.~~ **Binding Nature of this Agreement.** This Agreement shall be binding upon and shall inure only to the benefit of the parties hereto.

48. ~~50.~~ **Computation of Time.** In computing any period of time prescribed or allowed under this Agreement, the day of the act, event, or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included unless it is a Saturday, Sunday, or legal holiday, in which case the period shall run until the end of the next day which is neither a Saturday, Sunday, or legal holiday. When the period of time prescribed or allowed is less than seven (7) days, intermediate Saturdays, Sundays, and legal holidays shall be excluded in the computation.

49. ~~51.~~ **Counterparts; Copies.** Only one (1) original of this Agreement shall be executed by the parties hereto. The fully executed original version of this Agreement shall be

filed in the Official Records of Orange County, Florida, as described in section 44, hereinabove. The fully executed original version that is returned by the keeper of the Official Records of Orange County, Florida, shall be kept by the City Clerk of the City of Orlando, Florida. True and accurate telecopies, photocopies, facsimiles, or other mechanical reproductions shall have the same force and effect as the validly executed original, and, in lieu of the validly executed original, any party hereto may use such reproduction of this Agreement in any action or proceeding brought to enforce or interpret any of the provisions contained herein.

50. **Sovereign Immunity.** Each party hereto is a governmental agency or unit entitled to the benefit of the principles of sovereign immunity under the laws of the State of Florida. Nothing contained in this Agreement shall constitute a waiver by either party of such principle, and each party retains its rights under sovereign immunity.

DRAFT

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

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

Mayor / Mayor Pro Tempore

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

City Clerk

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

City Attorney

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

Board Chair

ATTEST, BY THE CLERK OF THE
GOVERNING BOARD OF THE CENTRAL
FLORIDA REGIONAL TRANSPORTATION
AUTHORITY:

Clerk

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

General Counsel

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EXHIBIT "A"
CONCEPTUALLY APPROVED TRANSIT SHELTER DESIGN (WITH SIGN)

EXHIBIT "B"
CONCEPTUALLY APPROVED TRANSIT SHELTER DESIGN (WITHOUT SIGN)

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: 6047

Item Name: Acceptance by the LYNX Board of Directors of the results of the FY2007 year-end financial audit

Date: 3/27/2008

ACTION REQUESTED:

Staff is requesting the LYNX Board of Directors' acceptance of the results of the Fiscal Year 2007 Year-End Financial Audit Report.

BACKGROUND:

In accordance with Chapter 218.39, Florida Statutes, LYNX is required to have an annual financial audit performed by an independent certified public accountant.

The Single Audit Act Amendments of 1996 require state or local governments that receive \$500,000 or more in a year in Federal financial assistance to have an independent audit conducted for that year in accordance with the Office of Management and Budget (OMB) Circular A-133. The State of Florida recently enacted similar legislation, the Florida Single Audit Act, related to audits of State financial assistance. Pursuant to these Acts, LYNX' independent certified public accountants, Cherry, Bekaert & Holland, L.L.P., have conducted the audit for fiscal year ended September 30, 2007.

An unbound draft copy of the CAFR, which includes the audit report of Cherry, Bekaert & Holland, L.L.P. is attached for your review. The final report will be provided to each member of the Board at the March 27, 2008 Board Meeting.

The auditors have issued an unqualified "clean" opinion on both financial and compliance audits. The auditor's Management Letter Comments and Management's responses are included as a separate document accompanying the annual financial report. The results of operations and the annual audit were explained in detail at the audit committee meeting.

STATUS OF PRIOR AUDIT FINDINGS AND RECOMMENDATIONS

The following comments relate to action steps that remain in progress to address certain prior year recommendations.

INFORMATION SYSTEMS

Observation 07-01: The Information Technology Department has identified possible emergency operational procedures for the recovery and restoration of data processing services in the event of a disaster. However, there is no formal disaster recovery plan for the recovery and restoration of data processing resources and financial application systems in the event of a disaster. Also, there is no comprehensive business continuity plan for the organization. The absence of a formal disaster recovery and business continuity plan could impact the ability to recover and restore services in the event of a disaster. Effective disaster recovery planning is vital to ensure the recovery of business operations and information system resources from unplanned disruptions. A disaster recovery plan is not considered complete until it has been tested.

Recommendation: We recommend a business impact analysis be conducted to determine the relative priority and recovery time objectives of all operations functions, including finance processing. Based on the determined objectives, LYNX should prepare a formal disaster recovery and business continuity plan for data processing services and business operations. The plan should be reviewed and tested annually to ensure the procedures are updated and effective in providing the recovery and restoration of operations and services.

Management's Response: LYNX has completed operational procedures for the recovery and restoration of data processing services on a macro level and concurs that this needs to be done on a department by department level. LYNX will move forward on this next phase if funding is available in next year's budget. It is possible that this work can be completed through the grant funded LYNX Continuity of Operations Plan (COOP).

Observation 07-02: Information technology security awareness training should be provided to employees when initially hired and on an ongoing basis. This reduces the risk that information security of the company could be compromised by a single user.

Recommendation: We recommend that training be provided via the web, through staff meetings, and through emails or handouts and that employees sign-off on information technology security policies on an annual basis.

Management's Response: LYNX will begin to develop a strategy and program accordingly.

DRAFT

Central Florida Regional Transit Authority d/b/a LYNX
Appendix A – Management Letter Comments
Year Ended September 30, 2007

Observation 07-03: Publicly accessible web servers and email servers may not be segmented in an area of the network known as a DMZ. This poses a threat that this vulnerability could be exploited through what is known as a DoS (Denial of Service) Attack, resulting in unauthorized access to the network by intruders.

Recommendation: We recommend that publicly accessible servers be segmented from the network by a DMZ.

Management's Response: Since LYNX outsources its web page to an outside vendor, the appropriate segmentation does exist for the web server. Additionally, the one non public accessible email gateway server is not accessible to the public but it will be evaluated for such a DMZ.

CURRENT YEAR FINDINGS AND RECOMMENDATIONS

INFORMATION SYSTEMS

Observation 07-04: There are two separate applications that play a part in the ordering of components used in the maintenance of LYNX's buses. The FA Suite application tracks, monitors and controls rolling stock maintenance and produces part order requests as needed. The Great Plains ERP System receives part order requests from FA Suite and produces and processes purchase orders. The FA Suite/Great Plains Interface is designed to automate the bi directional flow of part order requests, purchase order information, receipts and returns between Great Plains and FA Suite. There is also a one directional flow included in the interface with regard to vendors and new parts numbers and descriptions from FA Suite to Great Plains. At this time, only the one directional vendor and part description interface is in production. The full interface is still being implemented. This interface is a fully automated key component of LYNX's expense recording process. If new accounting systems are not implemented with proper controls, there is a danger that they will fail to meet their functional design specifications and this could cause errors in the financial reporting process.

Recommendation: LYNX should employ the services of an outside consultant to review the final rollout plans and to conduct a post implementation review.

Management's Response: This interface was designed after input from personnel in all relevant departments. The interface was then developed in a joint effort by Great Plains and FA Suite. After six months of testing, LYNX took this interface application live during the first part of March 2008. Upon making minor adjustments it will again go live early April 2008. Although we do not believe funding will be available for an outside consultant to review the final rollout and a post implementation review, we will employ one if money becomes available.

DRAFT

Central Florida Regional Transit Authority d/b/a LYNX
Appendix A – Management Letter Comments
Year Ended September 30, 2007

Observation 07-05: LYNX has outsourced implementation of new releases of Great Plains and SPAM filtering to third party vendors. There is currently no process in place to review the control environment of these third party service providers. Unless a SAS70 review process or equivalent review takes place, third party service providers may expose LYNX information to financial risk due to control environment weaknesses.

Recommendation: The third party vendors should be subject to SAS70 review or equivalent types of review by LYNX. Such equivalents could include management of the relationships through a service level agreement or separate audits conducted by a third party.

Management's Response: LYNX concurs and will begin the process of requesting assistance for this review for our third party vendors.

Observation 07-06: At one time LYNX had an IT Steering Committee, but that function has become inactive as a result of non-participation. Without an active and involved IT Steering Committee, compatibility between IT goals and objectives and enterprise goals and objectives may be lost.

Recommendation: We recommend that senior management at the highest levels within LYNX develop and charter a mission statement and reinstate the IT Steering Committee.

Management's Response: LYNX agrees and will reestablish the IT Steering Committee.

Observation 07-07: Password policies at LYNX should be improved. There is no password complexity rule enabled in Novell and password restrictions enabled in Great Plains should be strengthened. In Windows, passwords are set to never expire and are not subject to complexity or intruder lockout. Password policies are the foundation of any access control program; without strong password rules, the entire security program is less effective.

Recommendation: Password controls should be offset by mandatory policies governing users' password structure. Additionally, management should consider acquiring additional software to provide for stronger passwords and should consider implementing password complexity and intruder lockout for Windows.

Management's Response: LYNX network passwords are forced to change with a unique change every 90 days. When the forced change occurs, then it includes the change with the Windows password. LYNX will look into more advanced password policies with Great Plains version 10 and SQL 2005.

Observation 07-08: There is currently no process in place at LYNX to conduct periodic penetration and vulnerability assessments. Without periodic review and testing, network vulnerabilities may exist that are not known to management and may cause LYNX information to become vulnerable to compromise.

Recommendation: We recommend that LYNX conduct a risk assessment to determine if a periodic penetration test and vulnerability assessment should be conducted by a third party.

Management's Response: LYNX conducted an assessment in 2004 with very positive findings; if funding is available it will be done again in the future.

Central Florida Regional Transit Authority d/b/a LYNX
Appendix A – Management Letter Comments
Year Ended September 30, 2007

ACCOUNTS PAYABLE

Observation 07-09: Included in accounts payable is \$520,396 due to the Federal Transit Administration. Of this balance, over \$300,000 is from transactions that occurred between the years of 1998 and 2005. The balance is rolling forward from year to year without being paid or credited against FTA revenues.

Recommendation: We recommend that LYNX investigate the items from prior years and determine through communication with the FTA if the items should be paid or credited against future revenues to clear up outstanding balances.

Management's Response: LYNX concurs with this comment. During FY2007, LYNX staff resolved \$67,270 and is in the process of resolving an additional \$160,552 of the \$520,396 balance due, which will be adjusted in FY2008. LYNX staff will continue to work with FTA during FY2008 to determine if the remaining items can be waived or need to be credited against future revenues.

DRAFT

COMPREHENSIVE ANNUAL FINANCIAL REPORT

of the

CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY
LYNX

FOR YEAR ENDED
SEPTEMBER 30, 2007

PREPARED BY THE FINANCE DEPARTMENT

Albert J. Francis II, CPA, Chief Financial Officer
Blanche W. Sherman, CPA, Manager of Finance

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY
L Y N X

COMPREHENSIVE ANNUAL FINANCIAL REPORT
TABLE OF CONTENTS

INTRODUCTORY SECTION

TABLE OF CONTENTS	i
BOARD OF DIRECTORS, EXECUTIVE DIRECTOR, STAFF	iii
ORGANIZATIONAL CHART	iv
LETTER OF TRANSMITTAL	1
CERTIFICATE OF ACHIEVEMENT	16

FINANCIAL SECTION

REPORT OF INDEPENDENT CERTIFIED PUBLIC ACCOUNTANTS	17
MANAGEMENT'S DISCUSSION AND ANALYSIS	19
BASIC FINANCIAL STATEMENTS:	
BALANCE SHEET	24
STATEMENTS OF REVENUES, EXPENSES, AND CHANGES IN NET ASSETS	26
STATEMENTS OF CASH FLOWS	27
NOTES TO FINANCIAL STATEMENTS	28
REQUIRED SUPPLEMENTARY INFORMATION	39
SUPPLEMENTAL SCHEDULE OF REVENUES AND EXPENSES BUDGET VS. ACTUAL (BUDGET BASIS)	40

STATISTICAL SECTION

STATISTICAL INFORMATION	41
MISCELLANEOUS STATISTICS	42
REVENUES, EXPENSES, AND CHANGES IN NET ASSETS - LAST TEN YEARS	43
CONDENSED SUMMARY OF NET ASSETS - LAST TEN YEARS	44
TOTAL DEBT - LAST TEN YEARS	45
REVENUE BY SOURCE - LAST TEN YEARS	46
REVENUES BY SOURCE (PERCENTAGES) - LAST TEN FISCAL YEARS	47

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY
L Y N X

COMPREHENSIVE ANNUAL FINANCIAL REPORT
TABLE OF CONTENTS (CON'T.)

STATISTICAL SECTION

FARE STRUCTURE	48
FARE TRENDS-LAST TEN YEARS	49
FAREBOX RECOVERY PERCENTAGE-LAST NINE YEARS	50
STAFFING TRENDS-LAST TEN YEARS	51
TOP TEN EMPLOYERS-SERVICE AREA EMPLOYERS CURRENT YEAR AND NINE YEARS AGO	52
EMPLOYMENT PERCENTAGE BY INDUSTRY-SERVICE REGION LAST TEN YEARS	53
POPULATION BY SERVICE COUNTY-LAST TEN YEARS	54
MEDIAN INCOME BY SERVICE COUNTY-LAST TEN YEARS	55
UNEMPLOYMENT BY SERVICE COUNTY-LAST TEN YEARS	56
EMPLOYMENT BY SERVICE COUNTY-LAST TEN YEARS	57
GENERAL STATISTICAL TRENDS-LAST TEN FISCAL YEARS	58
OPERATING EXPENSES BY OBJECT-LAST TEN YEARS	59
OPERATING EXPENSES BY FUNCTION-LAST NINE YEARS	60
OPERATING EXPENSES PER MILE-LAST NINE FISCAL YEARS	61
RISK MANAGEMENT-INSURANCE POLICIES-FISCAL YEAR 2006	62

SINGLE AUDIT SECTION

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS	64
SCHEDULE OF LOCAL FINANCIAL ASSISTANCE	66
SCHEDULE OF STATE FINANCIAL ASSISTANCE	67
NOTES TO SCHEDULES OF EXPENDITURES OF FEDERAL AWARDS AND LOCAL AND STATE FINANCIAL ASSISTANCE	68
REPORT OF INDEPENDENT CERTIFIED PUBLIC ACCOUNTANTS ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT PERFORMED IN ACCORDANCE WITH <i>GOVERNMENT</i> <i>AUDITING STANDARDS</i>	69
REPORT OF INDEPENDENT CERTIFIED PUBLIC ACCOUNTANTS ON COMPLIANCE AND INTERNAL CONTROL OVER COMPLIANCE APPLICABLE TO EACH MAJOR FEDERAL AWARDS PROGRAM AND STATE FINANCIAL ASSISTANCE PROJECT	71
SCHEDULE OF FINDINGS AND QUESTIONED COSTS	73
SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS	74

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY
L Y N X

BOARD OF DIRECTORS

<p>Commissioner Carlton Henley Commissioner Mildred Fernandez Mayor Buddy Dyer Commissioner Bill Lane FDOT District 5 Secretary, Noranne Downs</p>	<p>Chairman, Seminole County Vice-Chairman, Orange County Secretary, City of Orlando Board Member, Osceola County Board Member, FDOT</p>
--	---

CHIEF EXECUTIVE OFFICER

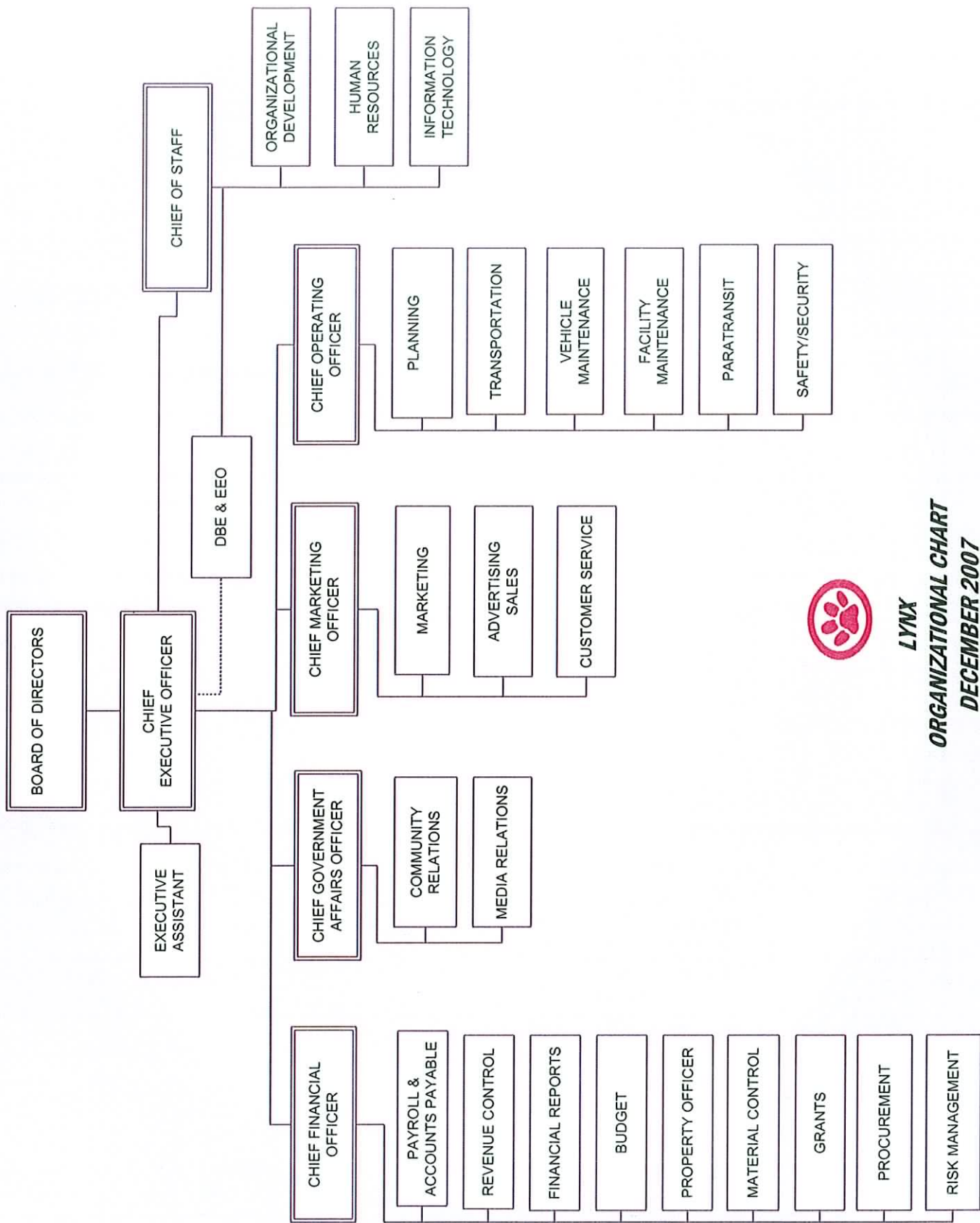
Linda S. Watson **Chief Executive Officer**

DEPARTMENT CHIEFS

<p>Albert J. Francis II, CPA Lisa Darnall J. Marsh McLawhorn Peggy Gies Edward Johnson</p>	<p>Chief Financial Officer Chief Operating Officer Chief Government Affairs Officer Chief Marketing Officer Chief of Staff</p>
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FINANCE DIVISION

<p>Blanche W. Sherman, CPA Starlin Rolle, CPA Sandy Moss Linda Maxwell Ikishia Smallwood Denise Callihan Deatra Gilmore Nancy Navarro Blanca Matute Kathy Dowell Sonya Torres Fred Rice Elaine Buhrow Keith Atkins</p>	<p>Manager of Finance Supervisor of Financial Reporting Supervisor of Payroll and Accounts Payable Supervisor of Revenue Control Senior Accountant Accountant Accountant Grant Accountant Senior Accounting Technician Fiscal Assistant Accounting Technician Accounting Technician Accounting Technician Fare Collection Clerk</p>
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LYNX
ORGANIZATIONAL CHART
DECEMBER 2007

The LYNX Transmittal letter pages 1-15 will be included in the final document

Certificate of Achievement for Excellence in Financial Reporting

Presented to

Central Florida Regional Transportation Authority

For its Comprehensive Annual
Financial Report
for the Fiscal Year Ended
September 30, 2006

A Certificate of Achievement for Excellence in Financial Reporting is presented by the Government Finance Officers Association of the United States and Canada to government units and public employee retirement systems whose comprehensive annual financial reports (CAFRs) achieve the highest standards in government accounting and financial reporting.



Charm S. Cox

President

Jeffrey R. Emer

Executive Director

Report of Independent Certified Public Accountants

To the Board of Directors
Central Florida Regional Transportation Authority:

We have audited the accompanying balance sheets of Central Florida Regional Transportation Authority d/b/a LYNX (the "Authority") as of September 30, 2007 and 2006, and the related statements of revenues, expenses and changes in net assets and cash flows for the years then ended. These financial statements are the responsibility of the Authority's management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Authority as of September 30, 2007 and 2006, and the results of its operations and its cash flows for the years then ended in conformity with accounting principles generally accepted in the United States of America.

In accordance with *Government Auditing Standards*, we have also issued a report dated March 18, 2008 on our consideration of the Authority's internal control over financial reporting and our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* and should be considered in conjunction with this report in considering the results of our audit.

The Management's Discussion and Analysis and the required supplementary information, as listed in the table of contents, are not a required part of the basic financial statements but are supplementary information required by the Governmental Accounting Standards Board. We have applied limited procedures, which consist principally of inquiries of management regarding the methods of measurement and presentation of the required supplementary information. However, we did not audit the information and express no opinion on it.

Our audits were conducted for the purpose of forming an opinion on the financial statements of the Authority taken as a whole. The introductory section, schedule of local financial assistance and statistical tables are presented for purposes of additional analysis and are not a required part of the basic financial statements. The accompanying schedules of expenditures of federal awards and state financial assistance are also presented for the purpose of additional analysis as required by U.S. Office of Management and Budget Circular A-133, *Audits of States, Local Governments and Non-Profit Organizations* and Chapter 10.550, *Rules of the Auditor General*, and are not a required part of the basic financial statements. The schedules of expenditures of federal awards and state financial assistance have been subjected to the auditing procedures applied in our audit of the financial statements and, in our opinion, are fairly stated in all material respects when considered in relation to the financial statements taken as a whole. The introductory section, schedule of local financial assistance and statistical section have not been subjected to the auditing procedures applied in the audit of the basic financial statements and, accordingly, we express no opinion on them.

Orlando, Florida
March 18, 2008

MANAGEMENT'S DISCUSSION AND ANALYSIS

This section of the Authority's comprehensive annual financial report presents management's analysis of the Authority's financial performance during the Fiscal Year that ended on September 30, 2007 and 2006, respectively. Please read it in conjunction with the financial statements, which follow this section.

Financial Highlights

Fiscal 2007

- Contract services increased 22% due to an increase in local funding from Osceola and Seminole Counties for the implementation of LYNX' On-Time Performance (OTP) Service Change. Also, new service implementations from Lake County and increases in Medicaid funding for LYNX' paratransit services contributed to the 22% increase in contract services revenue in FY2007 compared to FY2006.
- Advertising revenue increased by 34% or \$751,172 due to new contracts in FY2007.
- Local Non-Operating revenues increased significantly by 46% due to a 40% increase funding from Orange County in FY2007 to support increases in operating costs and the implementation of LYNX' OTP Service Change. Also included in the 46% increase is approximately \$2.3 million of carry-over funds for FY2008 services.

Fiscal 2006

- Customer fares increased 10% due to an increase in ridership of 2.2% and additional revenue as a result of the increase in fare rates effective March 2005
- Interest income increased by 170% due to increases in cash balances related to loan proceeds and maximizing the use of all available funds, plus higher interest rates.
- Purchased Transportation Services decreased by 10% due to a 15% decrease in trips provided in FY2007 compared to FY2006. The trip reduction is related to the creation of the new HMO transportation systems.

Overview of the Financial Statements

This discussion and analysis is intended to service as an introduction to the Central Florida Regional Transportation Authority's basic financial statements. The Financial Statements consist of two parts: Fund Financial Statements and Notes to the Financial Statements. The report also contains supplementary information in addition to the Financial Statements themselves.

Required Financial Statements

The Financial Statements of the Authority report information about the Authority using full accrual accounting methods similar to those used by private sector companies. These statements offer short-term and long-term financial information about its activities. The Balance Sheet includes all of the Authority's assets and liabilities and provides information about the nature and amounts of investments in resources (assets) and the obligations to Authority creditors (liabilities). The assets and liabilities are presented in a classified format, which distinguishes between current and long-term assets and liabilities. It also provides the basis for computing rate of return, evaluation of the capital structure of the Authority and assessing the liquidity and financial flexibility of the Authority. All of the current year's revenues and expenses are accounted for in the Statement of Revenues, Expenses, and Changes in Net Assets. This

statement measures the success of the Authority's operations over the past year and can be used to determine whether the Authority has successfully recovered all its costs through its customer fares, contract services, and operating subsidies, as well as its profitability, and credit worthiness. The final required financial statement is the Statement of Cash Flows. The primary purpose of this statement is to provide information about the Authority's cash receipts and cash payments during the reporting period. The statement reports cash receipts, cash payments, and net changes in cash resulting from operating, investing, and financing activities and provides answers to such questions as where did cash come from, what was cash used for, and what was the change in the cash balance during the reporting period.

Financial Analysis of the Authority

Our analysis of the Authority begins below with the Financial Statements. One of the most important questions asked about the Authority's finances is "Is the Authority as a whole better off or worse off as a result of the year's activities?" The Balance Sheet and the Statement of Revenues, Expenses, and Changes in Net Assets report information about the Authority's activities in a way that will help answer this question. These two statements report the net assets of the Authority and changes in them. You can think of the Authority's net assets---the difference between assets and liabilities---as one way to measure financial health or financial position. Over time, increases or decreases in the Authority's net assets are one indicator of whether its financial health is improving or deteriorating. However, you will need to consider other non-financial factors such as changes in economic conditions, population growth, regulation and new or changed government legislation.

Net Assets

To begin our analysis, a summary of the Authority's Balance Sheets is presented in Table A-1.

Table A-1

Condensed Statement of Net Assets (Balance Sheets) (In millions of dollars)

	FY 2007	September 30, FY 2006	FY 2005
Assets:			
Current and other assets	\$ 48.0	\$ 49.7	\$ 39.9
Capital assets	130.5	111.2	90.2
Total assets	\$178.5	\$160.9	\$130.1
Liabilities:			
Current liabilities	\$ 21.3	\$ 28.9	\$ 22.7
Other liabilities	24.8	19.4	17.5
Total liabilities	\$ 46.1	\$ 48.3	\$ 40.2
Net assets:			
Invested in capital assets, net of related debt	\$ 110.2	\$ 98.0	\$ 80.2
Restricted	1.3	3.1	-
Unrestricted	20.9	11.5	9.7
Total net assets	\$ 132.4	\$ 112.6	\$ 89.9

The Balance Sheets show the change in assets, liabilities, and the resulting net assets. Net assets may serve, over time, as a useful indicator of a government's overall financial position. As can be seen from the Table A-1, net assets increased \$19.8 million to \$132.4 million in Fiscal 2007 from \$112.6 million in Fiscal 2006. Compared to Fiscal Year 2006 Net Assets Invested in Capital Assets, Net of Related Debt, increased \$12.2 million, Unrestricted Net Assets increased \$9.4 million, but Restricted Net Assets decreased \$1.8 due to increases in capital contributions and local funds for services in FY2008.

Table A-2

Condensed Statement of Revenues, Expenses, and Changes in Net Assets (In millions of dollars)

	FY 2007	September 30, FY 2006	FY 2005
Operating Revenues:			
Customer fares	\$ 19.1	\$ 18.9	\$ 17.2
Contract services	18.1	14.9	15.9
Advertising revenue	2.3	1.7	1.7
Other income	.6	.5	.4
Total operating revenue	40.1	36.0	35.2
Non-operating Revenues (Expenses), net:			
Federal	11.1	14.0	11.9
State	10.4	9.5	9.6
Local	44.5	30.3	29.3
Interest and other income	1.1	1.1	.2
Total non-operating revenue	67.1	54.9	51.0
Total Revenues	107.2	90.9	86.2
Depreciation Expense, including write-offs	10.1	9.2	8.7
Operating Expenses:			
Salaries and wages	36.3	33.5	32.2
Fringe benefits	19.2	18.0	17.6
Purchased transportation Services	15.8	12.5	13.8
Materials and supplies	15.0	14.2	11.4
Professional services	6.3	6.1	7.0
Lease and miscellaneous	1.7	1.7	1.9
Casualty and liability insurance	2.1	1.5	1.0
Utilities, taxes, and licenses	1.4	1.6	1.2
Total operating expenses	97.8	89.1	86.1
Total Expenses	107.9	98.3	94.8
Loss before Capital Contributions	(.7)	(7.3)	(8.6)
Capital Contributions	20.5	30.0	29.1
Change in Net Assets	19.8	22.7	20.5
Beginning Net Assets	112.6	89.9	69.4
Ending Net Assets	\$132.4	\$112.6	\$ 89.9

The Statements of Revenues, Expenses, and Changes in Net Assets provide answers as to the nature and source of changes in Net Assets. As shown in Table A-2, the \$19.8 million increase in net assets in FY2007 is due to the excess of Capital Contributions of \$20.5 million over Loss before Contributions of \$(.7) million. The changes in Operating Revenues results from an increase in contract services and advertising revenue derived from funding increases and new advertising contracts. The increase in Non-Operating Revenue is due to an increase in local funding for new service and the implementation of LYNX' OTP service change in FY2007. The increase in Operating Expenses is due to the significant increase in the cost of purchased transportation services, fuel prices, salaries, wages, and fringe benefits, and actuarial adjustments related to reserves for outstanding claims.

In FY2006, the \$21.6 million increase in net assets is due to the excess of Capital Contributions of \$29.0 million over Loss before Contributions of \$(7.4) million. The changes in Operating Revenues results from an increase in fare revenue due to the fare increase and a significant increase in interest income deriving from higher cash balances. The increase in Non-Operating Revenue and Capital Contributions is due to an increase in grant funded operating expenses and increases in local contributions for capital assets additions related to a major capital project, LYNX Operating Center (LOC). The increase in Operating Expenses is due to the significant increase in fuel prices, utilities, legal fees, insurance premiums, and actuarial adjustments related to reserves for outstanding claims.

Capital Assets

At the end of fiscal year 2007 and 2006, the Authority had a broad range of Capital Assets, consisting of Land, Buildings and Shelters, Revenue Vehicles, Equipment, and Leasehold Improvements. During fiscal year 2007, the Authority completed all but one of the buildings that make up the Lynx Operations Center and transferred \$23,785,503 of the total costs incurred from Construction In Progress to completed Capital Assets, leaving a balance of \$13,780,982 in Construction In Progress. Also completed during the year were several bus shelters and some small capital improvement projects.

Table A-3

Capital Assets (In millions of dollars)

	September 30,		
	FY 2007	FY 2006	FY 2005
Land	\$ 8.6	\$ 8.6	\$ 8.6
Buildings and Shelters	64.0	39.9	39.5
Revenue Vehicles	91.5	77.8	68.8
Equipment	20.3	15.4	14.5
Leasehold Improvements	.2	1.8	1.7
Subtotal	184.6	143.4	133.1
Less Accumulated Depreciation	71.5	67.8	63.6
		75.6	69.5
Construction in Progress:			
LYNX Central Station	.6	.3	.2
LYNX Operations Center	13.8	30.2	17.9
Bus Shelters	.2	.5	.3
Facility Capital Improvements	.1	1.2	1.1
Other Miscellaneous Projects	2.7	3.4	1.2
Subtotal	17.4	35.6	20.7
Net Capital Assets	\$ 130.5	\$ 111.2	\$ 90.2

In FY2006, the Authority completed and installed several bus shelters and some small capital improvement projects. Construction of the Lynx Operating Center continued during the year and, as shown in Table A-3 above costs of \$12.3 million were incurred. Additional information can be found in Note 1 of this report.

Long-Term Obligations

On August 16, 2001, the Authority entered into a State Infrastructure Bank Loan Agreement (SIB #1), allowing draws of up to \$7,958,991 for the construction of the LYNX Central Station. The loan matures in 2011; the balance outstanding at September 30, 2007 was \$2,958,991 after making \$5,000,000 in total repayments. On June 9, 2004, the Authority entered into another SIB Loan (SIB #2), allowing draws of up to \$7,600,000 for the construction of the LYNX Operations Center Facility. This loan matures in 2016. On August 14, 2006, the Authority entered into another SIB Loan (SIB #3), allowing draws of up to \$7,140,000 for the acquisition of rolling stock, including paratransit vehicles. During fiscal year 2006 the allowable amount, \$7,140,000, of SIB # 3 was drawn; this loan matures in 2013. On August 16, 2007 the Authority leased 21 buses requiring 28 quarterly lease payments over seven years, with principal totaling \$7,632,976; the first payment is due on November 16, 2007. Additional information can be found in Notes 5 and 6 of this report.

Economic Factors and Next Year's Budget and Rates

The Authority's Board of Directors and Management considered many factors when setting the Fiscal Year 2007 budget and contract services hourly rates. These factors include the expected demand of the Authority's Funding Partners, which in turn consider such factors as anticipated population growth of the three counties and the economy of the region as a whole.

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FINANCIAL STATEMENTS

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY
BALANCE SHEETS
SEPTEMBER 30, 2007 AND 2006

ASSETS	2007	2006
CURRENT ASSETS:		
Cash and cash equivalents	\$ 19,693,978	\$ 5,620,701
Receivables:		
Local, trade and operating assistance	2,779,961	3,208,873
Federal grants	13,507,929	20,303,437
State grants	2,678,762	4,787,566
Inventory	1,656,101	1,194,187
State fuel tax refund	191,442	370,256
Prepaid expenses and other assets	269,632	220,051
	<u>40,777,805</u>	<u>35,705,071</u>
NONCURRENT ASSETS:		
Restricted cash and cash equivalents	<u>6,049,994</u>	<u>13,014,441</u>
Property and equipment:		
Land	8,571,465	8,571,465
Buildings and shelters	63,955,372	39,867,549
Revenue vehicles	91,522,778	77,794,040
Equipment	20,347,450	15,395,119
Leasehold improvements	155,794	1,767,888
Total property and equipment	<u>184,552,859</u>	<u>143,396,061</u>
Less accumulated depreciation	(71,462,066)	(67,797,646)
Construction in progress	<u>17,370,692</u>	<u>35,644,114</u>
Net property and equipment	<u>130,461,485</u>	<u>111,242,529</u>
Other assets	<u>1,172,240</u>	<u>926,468</u>
Total noncurrent assets	<u>137,683,719</u>	<u>125,183,438</u>
TOTAL ASSETS	<u>\$ 178,461,524</u>	<u>\$ 160,888,509</u>

See notes to financial statements.

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY
BALANCE SHEETS
SEPTEMBER 30, 2007 AND 2006

LIABILITIES AND NET ASSETS	2007	2006
CURRENT LIABILITIES:		
Accounts payable	S 11,643,013	S 17,934,783
Accrued salaries and related taxes	2,483,189	1,818,115
Accrued compensated absences	2,294,385	2,239,255
Accrued self-insurance liability, current	1,082,683	1,209,079
Leases payable, current	966,449	45,011
Loans payable, current	1,702,635	3,978,907
Deferred operating revenue	4,256	55,711
Deferred capital	206,207	867,225
	<u>20,382,817</u>	<u>28,148,086</u>
Total current liabilities	<u>20,382,817</u>	<u>28,148,086</u>
NONCURRENT LIABILITIES:		
Leases payable, long-term	6,666,527	-
Loans payable	15,996,356	17,698,991
Accrued compensated absences	904,326	714,821
Accrued self-insurance liability, long-term	2,106,897	1,754,567
	<u>25,674,106</u>	<u>20,168,379</u>
Total noncurrent liabilities	<u>25,674,106</u>	<u>20,168,379</u>
Total liabilities	<u>46,056,923</u>	<u>48,316,465</u>
NET ASSETS:		
Invested in capital assets, net of related debt	110,245,870	98,001,452
Restricted - capital projects	1,261,729	3,118,000
Unrestricted	20,897,002	11,452,592
	<u>132,404,601</u>	<u>112,572,044</u>
Total net assets	<u>132,404,601</u>	<u>112,572,044</u>
TOTAL LIABILITIES AND NET ASSETS	<u>S 178,461,524</u>	<u>S 160,888,509</u>

See notes to financial statements.

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY
STATEMENTS OF REVENUES, EXPENSES, AND CHANGES IN NET ASSETS
YEARS ENDED SEPTEMBER 30, 2007 AND 2006

	2007	2006
OPERATING REVENUES		
Customer fares	\$ 19,127,408	\$ 18,869,220
Contract services:		
Local financial assistance	9,481,837	8,071,527
Other contractual services	8,629,360	6,829,912
Advertising	2,282,071	1,701,006
Other income	609,382	531,211
Total operating revenues	<u>40,130,058</u>	<u>36,002,876</u>
OPERATING EXPENSES:		
Salaries and Wages	36,278,573	33,506,205
Fringe benefits	19,210,627	18,039,021
Purchased transportation services	15,792,834	12,494,760
Materials and supplies	14,992,593	14,172,373
Professional services	6,363,234	6,093,323
Lease and miscellaneous	1,675,899	1,664,188
Casualty and liability insurance	2,120,219	1,544,569
Utilities	950,785	985,019
Taxes and licenses	424,548	634,691
Total operating expenses before depreciation	<u>97,809,312</u>	<u>89,134,149</u>
OPERATING EXPENSES IN EXCESS OF OPERATING REVENUES BEFORE DEPRECIATION AND AMORTIZATION	<u>(57,679,254)</u>	<u>(53,131,273)</u>
DEPRECIATION AND AMORTIZATION	<u>(10,066,213)</u>	<u>(9,165,255)</u>
OPERATING LOSS	<u>(67,745,467)</u>	<u>(62,296,528)</u>
NONOPERATING REVENUES AND EXPENSES:		
Operating assistance grants:		
Federal	715,000	700,000
State of Florida	8,185,840	7,951,687
Local	44,259,344	30,271,428
Planning and other assistance grants:		
Federal	10,387,968	13,305,747
State of Florida	2,249,297	1,534,078
Local matching	220,000	-
Interest expense	(185,865)	(2,314)
Interest and other income (expenses)	1,292,079	1,159,337
Total nonoperating revenues and expenses, net	<u>67,123,663</u>	<u>54,919,963</u>
LOSS BEFORE CAPITAL CONTRIBUTIONS	<u>(621,804)</u>	<u>(7,376,565)</u>
Capital contributions	<u>20,454,361</u>	<u>30,019,638</u>
Change in net assets	19,832,557	22,643,073
NET ASSETS AT BEGINNING OF YEAR	<u>112,572,044</u>	<u>89,928,971</u>
NET ASSETS AT END OF YEAR	<u>\$ 132,404,601</u>	<u>\$ 112,572,044</u>

See notes to financial statements.

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY
STATEMENTS OF CASH FLOWS
YEARS ENDED SEPTEMBER 30, 2007 AND 2006

27

	2007	2006
CASH FLOWS FROM OPERATING ACTIVITIES:		
Cash received from customers	\$ 19,127,408	\$ 18,869,220
Cash received for contract services	18,167,793	17,666,394
Cash paid to employees	(40,062,862)	(38,243,273)
Cash paid to suppliers	(63,089,730)	(48,558,660)
Cash received from advertising and miscellaneous	<u>2,472,470</u>	<u>1,653,408</u>
Net cash used in operating activities	<u>(63,384,921)</u>	<u>(48,612,911)</u>
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES:		
Proceeds from assistance grants	<u>65,586,312</u>	<u>49,634,436</u>
Net cash provided by noncapital financing activities	<u>65,586,312</u>	<u>49,634,436</u>
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES:		
Construction and acquisition of property and equipment	(22,750,209)	(29,994,006)
Proceeds from the issuance of loans	-	7,140,000
Principal paid on loans and capital leases	(4,023,917)	(1,073,608)
Interest paid on capital leases and SIB loans	(185,865)	(2,314)
Capital assistance grants	<u>30,528,904</u>	<u>28,161,529</u>
Net cash provided by capital and related financing activities	<u>3,568,913</u>	<u>4,231,601</u>
CASH FLOWS FROM INVESTING ACTIVITIES:		
Interest income	<u>1,338,526</u>	<u>768,842</u>
Net cash provided by investing activities	<u>1,338,526</u>	<u>768,842</u>
NET CHANGE IN CASH AND CASH EQUIVALENTS	7,108,830	6,021,968
CASH AND CASH EQUIVALENTS, BEGINNING OF YEAR	<u>18,635,142</u>	<u>12,613,174</u>
CASH AND CASH EQUIVALENTS, END OF YEAR	<u>\$ 25,743,972</u>	<u>\$ 18,635,142</u>
RECONCILIATION OF OPERATING LOSS TO NET CASH USED IN OPERATING ACTIVITIES:		
Operating Loss	\$ (67,745,467)	\$ (62,296,528)
Adjustments to reconcile operating loss to net cash used in operating activities:		
Depreciation and Amortization	10,066,213	9,165,255
Changes in operating assets and liabilities:		
Local, Trade, and Operating Assistance Receivable	28,912	2,591,115
Inventory	(461,914)	(16,248)
State fuel tax refund receivable	178,814	(203,494)
Prepaid expenses and other assets	(295,353)	29,970
Accounts payable	(6,291,769)	1,836,556
Accrued salaries and related taxes	665,074	152,612
Accrued compensated absences	244,635	241,041
Accrued self-insurance liability	<u>225,934</u>	<u>(113,190)</u>
Net cash used in operating activities	<u>\$ (63,384,921)</u>	<u>\$ (48,612,911)</u>
NONCASH INVESTING AND FINANCING ACTIVITIES:		
Equipment financed through leases payable:	<u>\$ 7,632,976</u>	<u>\$ -</u>

See notes to financial statements.

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY

NOTES TO FINANCIAL STATEMENTS YEARS ENDED SEPTEMBER 30, 2007 AND 2006

1. SIGNIFICANT ACCOUNTING POLICIES

Organization - The Central Florida Regional Transportation Authority (the Authority) was created in 1989 pursuant to Section 343.63, *Florida Statutes*. This same legislation was amended in 1993, allowing the Authority to assume the operations of the entity formerly known as Central Florida Commuter Rail Authority and providing an opportunity to merge with the local transportation provider, Orange-Seminole-Osceola Transportation Authority (OSOTA) d/b/a LYNX, thereby, creating a one-stop public transportation entity. The Authority continues to use LYNX as its doing business as name and serves as the focal point in developing all modes of public transportation in the Central Florida region. Through formal action by both the Authority and OSOTA Board of Directors, the merger of the two organizations was ratified March 1994 and became effective October 1, 1994. The Authority provides public transportation services to the general public in the Orlando, Florida metropolitan area--Orange County, Seminole County, and Osceola County.

Reporting Entity - The Authority is a stand-alone governmental unit.

Basis of Accounting – The Authority accounts for its activities through the use of an enterprise fund. Enterprise funds are used to account for activities similar to those found in the private sector, where the determination of a change in financial position is necessary or useful for sound financial administration (business-type activities). Because the Authority has only business-type activities, it is considered to be a special-purpose government for financial reporting under Governmental Accounting Standards Board (GASB) No. 34 *Basic Financial Statements-and Management's Discussion and Analysis-for State and Local Governments (GASB 34)*. Accordingly, the Authority only presents fund financial statements as defined in GASB 34. The financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Under the accrual basis, revenues are recognized when earned and expenses when incurred. The Authority's property and equipment acquisitions and operations are subsidized by the Federal Transit Administration, the Florida Department of Transportation, and local governments. Capital grants for the acquisition of property and equipment (reimbursement type grants) are recorded as grant receivables and credited to capital contributions when the related qualified expenditures are incurred. Unrestricted net assets consist of state and local government operating subsidies received in excess of net expenses.

The Authority has elected not to apply Financial Accounting Standards Board Statements and Interpretations issued after November 30, 1989, as permitted by GASB No. 20, *Accounting and Financial Reporting for Proprietary Funds and Other Governmental Entities that use Proprietary Fund Accounting*.

Cash and Cash Equivalents - For purposes of the statements of cash flows, the Authority considers all investments with a maturity of three months or less when purchased to be cash equivalents. All cash and cash equivalents are insured by the Federal Deposit Insurance Corporation or are considered insured by the State of Florida collateral pool. The State of Florida collateral pool is a multiple financial institution pool with the ability to assess its members for collateral shortfalls if a member institution fails.

The Authority's policy allows for investments in the Local Governmental Surplus Funds Investment Pool

(the "Pool"), a 2a7- like pool that has the characteristics of a money market fund, which is administered by the State Board of Administration of Florida. The Pool includes direct obligations of the United States government or its agencies and instrumentalities, interest bearing time deposits or saving accounts, mortgage-backed securities, collateralized mortgage obligations, bankers acceptance, commercial paper, repurchase agreements, and shares in common-law trust established under *Florida Statutes* Section 163.01. The Pool allocates investment earnings to participants monthly, based on a prorated dollar days participation of each account in the pool.

The Authority held investments throughout fiscal years 2007 and 2006 in the Pool and in overnight Repurchase Agreements, both of which are considered cash and cash equivalents for financial reporting purposes. The Authority presents all investments at fair value, with the exception of investments in the Pool, which are presented at share value, \$1 per share (approximately equal to fair value), as of September 30, 2007 and 2006, as follows:

	September 30,	
	2007	2006
Pool Investments	\$ 26,714,143	\$ 21,519,996
Bank Deposits/(Float in SBA)	(970,171)	(3,950,488)
Repurchase Agreements	-	1,065,634
Total Cash and Cash Equivalents	<u>\$ 25,743,972</u>	<u>\$ 18,635,142</u>

Pool investments do not have a credit quality risk rating. The above investments in repurchase agreements are issued by SunTrust Capital Markets, Inc. It is the policy of the Authority to diversify its investment portfolios so as to protect against issuer defaults, market price changes, technical complications leading to temporary lack of liquidity, or other risks resulting from an over concentration of assets in a specific maturity, a specific issuer, a specific geographical distribution, or a specific class of securities.

Receivables - Local, Trade, Operating Assistance – Includes receivables from customers, Local Funding Partners and Medicaid Assistance. As of September 30, 2007 and 2006, the Authority had receivables, net of allowances, as follows:

	September 30,	
	2007	2006
Customers	\$ 1,098,755	\$ 1,035,408
Local Funding Partners	178,363	670,622
Medicaid Assistance	1,502,843	1,502,843
	<u>\$ 2,779,961</u>	<u>\$ 3,208,873</u>

Inventory - Inventory, consisting of minor repair parts and fuel, is valued at the lower of cost or market. Cost is determined using the first-in, first-out method.

State Fuel Tax Refund - Represents claims refundable from the State of Florida Department of Revenue for fuel tax.

Restricted Assets – When both restricted and unrestricted resources are available for use, the Authority's policy is to use restricted resources first, and then unrestricted resources, as they are needed. Restricted assets include \$6,049,994 and \$13,014,441 of cash and cash equivalents for the FlexBus Project, planning projects, LCS renovations, Shelters, CAD/AVL, LYNX Operating Center, bus procurement, and various capital projects as of September 30, 2007 and 2006, respectively.

Property and Equipment - Property and equipment in the amount of \$300 or more is recorded at historical cost and depreciated over the following estimated useful lives using the straight-line method:

	<u>Years</u>
Buildings and shelters	3 - 30
Revenue vehicles	5 - 9
Equipment	3 - 12
Leasehold improvements (shorter of useful lives or lease term)	5 - 10

The remaining construction work in progress primarily relates to design and engineering costs of an LYNX Central Station Improvements, LYNX Operations Center construction, Bus Shelters, South Street Facility Improvements, CAD/AVL, and other projects; such work in progress is not subject to depreciation until the projects are capitalized once they are available for use.

Other Assets - Other assets consist of prepaid pension funding of \$1,172,240 and \$926,468 as of September 30, 2007 and 2006, respectively.

Accounts Payable - Accounts payables are recorded as expenses at the time services are rendered and the Authority receives items. As of September 30, 2007 and 2006, the Authority had accounts payable as follows:

	September 30,	
	2007	2006
Trade	\$ 2,489,861	\$ 8,914,172
Commitments (Consultants/Construction)	6,809,645	6,453,225
Retainage	886,853	1,604,238
Other	1,456,654	963,148
	<u>\$11,643,013</u>	<u>\$17,934,783</u>

Accrued Compensated Absences - The Authority recognizes the accrual of compensated absences in accordance with GASB No. 16, *Accounting for Compensated Absences*, accruing vacation pay benefits as earned and sick pay benefits as vested by its employees.

Accrued Self-Insurance Liability - The Authority has a self-insurance program for public liability claims and workers compensation. Estimated claims are accrued in the year expenses are incurred to the extent payment is probable and subject to reasonable estimation.

Net Assets - Net Assets represents net assets invested in capital assets, net of related debt, restricted assets and unrestricted earnings.

Customer Fares - Customer fares are recorded as revenue at the time services are performed and revenues pass through the fare box.

Contract Services - Contract services are recorded as revenue when services are provided, consisting primarily of bus and shuttle services to area cities and counties.

Use of Estimates - The preparation of financial statements in conformity with accounting principles generally accepted in the United States requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenue and expenses during the reporting period. Actual results could differ from those estimates.

Operating Revenues – Transactions reported as operating revenues are those that arise from the activities of primary ongoing operations. Those include: Customer Fares, Contract Services, Advertising and Other Operating Income.

Non-Operating Revenues – Transactions reported in the non-operating revenue category include those that do not arise from the activities of primary ongoing operations. These include Federal, State and Local Operating, Planning and other grant assistance as well as interest income and gain on the sales of fixed assets, if applicable. Deferred revenue is recorded when funds are provided for a specific purpose and are not earned.

Operating Expenses – Transactions reported as operating expenses are those that arise from the activities of primary ongoing operations. Those include: Salaries and Wages, Fringe Benefits, Purchase Transportation Services, Materials and Supplies, Professional Services, Leases and Miscellaneous, Casualty and Liability Insurance, Utilities, Taxes, and Licenses.

Non-Operating Expenses – Transactions reported in the non-operating expense category include those that do not arise from the activities of primary ongoing operations. These include interest expense for leases and loans as well as losses on the sales of fixed assets, if applicable.

Reclassifications – Certain 2006 balances have been reclassified to conform to the financial statement presentation used in 2007.

2. CAPITAL ASSETS

Capital asset activity for the year ended September 30, 2007 was as follows:

Property and Equipment:	Beginning Balance	Additions	Reclass/ Disposals	Ending Balance
Depreciable Assets				
Buildings and Shelters	\$ 39,867,549	\$ 24,087,823	\$ -	\$ 63,955,372
Leasehold Improvements	1,767,888	7,397	(1,619,490)	155,795
Other Vehicles	3,529,961	991,371	(137,166)	4,384,166
Revenue Vehicles	74,264,079	18,177,601	(5,303,068)	87,138,612
Furniture, Fixtures & Equipment	15,395,119	5,345,967	(393,637)	20,347,449
Non-Depreciable Assets				
Land	8,571,465	-	-	8,571,465
Construction in Progress	35,644,114	9,561,739	(27,835,161)	17,370,692
Totals at Historical Cost	\$179,040,175	\$ 58,171,898	\$(35,288,522)	\$201,923,551
Less accumulated depreciation for:				
Buildings and Shelters	(12,102,229)	(1,659,338)	-	(13,761,567)
Leasehold Improvements	(1,541,214)	(71,257)	1,458,939	(153,532)
Other Vehicles	(2,276,756)	(376,039)	73,517	(2,579,278)
Revenue Vehicles	(42,920,252)	(6,064,055)	4,484,455	(44,499,852)
Furniture, Fixtures & Equipment	(8,957,195)	(1,895,524)	384,882	(10,467,837)
Total Accumulated Depreciation	(67,797,646)	(10,066,213)	6,401,793	(71,462,066)
Capital Assets, net	\$111,242,529	\$(48,105,685)	\$(28,886,729)	\$130,461,485

Capital asset activity for the year ended September 30, 2006 was as follows:

Property and Equipment:	Beginning Balance	Additions	Reclass/ Disposals	Ending Balance
Depreciable Assets				
Buildings and Shelters	\$ 39,457,783	\$ 419,400	\$ (9,634)	\$ 39,867,549
Leasehold Improvements	1,705,204	63,078	(394)	1,767,888
Other Vehicles	3,149,741	749,317	(369,097)	3,529,961
Revenue Vehicles	65,698,176	12,630,797	(4,064,894)	74,264,079
Furniture, Fixtures & Equipment	14,496,256	1,450,360	(551,497)	15,395,119
Non-Depreciable Assets				
Land	8,571,465			8,571,465
Construction in Progress	20,740,002	16,532,944	(1,628,832)	35,644,114
Totals at Historical Cost	\$153,818,627	\$ 31,845,896	\$ (6,624,348)	\$179,040,175
Less accumulated depreciation for:				
Buildings and Shelters	(10,474,006)	(1,637,857)	9,634	(12,102,229)
Leasehold Improvements	(1,373,018)	(168,439)	243	(1,541,214)
Other Vehicles	(2,359,726)	(286,095)	369,065	(2,276,756)
Revenue Vehicles	(41,592,056)	(5,357,233)	4,029,037	(42,920,252)
Furniture, Fixtures & Equipment	(7,789,177)	(1,715,631)	547,613	(8,957,195)
Total Accumulated Depreciation	(63,587,983)	(9,165,255)	4,955,592	(67,797,646)
Capital Assets, net	\$ 90,230,644	\$ 22,680,641	\$ (1,668,756)	\$111,242,529

3. CAPITAL LEASES

The Authority leases certain vehicles under capital leases. Lease #2 includes three 2003 F-350 Super duty Trucks; and Lease #3 includes three 2005 F-350 Trucks and a 2005 Ford Ranger Truck. Lease #4 includes twenty one buses that were received in July 2007. At September 30, 2007 and 2006, \$8,079,842 and \$446,866, respectively, of leased asset cost was included in property and equipment. Amortization of assets under capital leases is included in depreciation expense. Leases payable activity for the years ended September 30, 2007 and 2006 was as follows:

Leases Payable September 30, 2007					
Leases Payable	Beginning Balance	Additions	Payments	Ending Balance	Amounts Due Within One Year
Lease # 3	\$ 45,012	\$ -	\$ 45,012	\$ -	\$ -
Lease # 4	-	7,632,976	-	7,632,976	966,449
Total	\$ 45,012	\$7,632,976	\$ 45,012	\$ 7,632,976	\$ 966,449
Leases Payable September 30, 2006					
Leases Payable	Beginning Balance	Additions	Payments	Ending Balance	Amounts Due Within One Year
Lease #2	\$ 9,359	\$ -	\$ 9,359	\$ -	\$ -
Lease #3	8,167	-	43,155	45,012	45,012
Total	\$ 97,526	\$ -	\$ 52,514	\$ 45,012	\$ 45,012

Future minimum payments and the present value of the minimum payments applicable to capital leases are as follows for the years ending after September 30, 2007:

Year	Present Value of	Amount	Total
	Minimum Lease Payments	Representing Interest	Minimum Lease Payments
2008	\$ 966,449	\$ 286,577	\$1,253,026
2009	\$1,005,094	\$ 247,932	\$1,253,026
2010	\$1,045,283	\$ 207,743	\$1,253,026
2011	\$1,087,080	\$ 165,946	\$1,253,026
2012	\$1,130,548	\$ 122,478	\$1,253,026
2013	\$1,175,754	\$ 77,272	\$1,253,026
2014	\$1,222,768	\$ 30,257	\$1,253,026
Total	\$7,632,976	\$ 1,138,205	\$8,771,182

The above are considered capital leases under generally accepted accounting principles due to the length of respective lease terms as compared to estimated useful lives of assets leased.

4. LOANS PAYABLE

On August 16, 2001, the Authority entered into a State Infrastructure Bank Loan Agreement (SIB #1), allowing draws of up to \$7,958,991 for the construction of the LYNX Central Station. The loan matures in 2011, was non-interest bearing until October 1, 2006 and bears an interest rate of 5%, thereafter. On June 9, 2004, the Authority entered into another SIB Loan (SIB #2), allowing draws of up to \$7,600,000 for the construction of the New Operating Base Facility. This loan matures in 2016, is non-interest bearing until October 1, 2007, and bears an interest rate of 2%, thereafter. On August 14, 2006, the Authority entered into another SIB Loan (SIB #3), allowing draws of up to \$7,140,000 for the acquisition of rolling stock, including paratransit vehicles. The allowable amount, \$7,140,000, of SIB #3 was executed in FY 2006. This loan matures in 2013, is non-interest bearing until October 1, 2008, and bears an interest rate of 1%, thereafter. Loans payable activity for the years ended September 30, 2007 and 2006 was as follows:

Loans Payable September 30, 2007

	Beginning Balance	Additions	Payments	Ending Balance	Amounts Due Within One Year
SIB #1	\$ 6,937,898	\$ -	\$ 3,978,907	\$ 2,958,991	\$ 873,143
SIB #2	7,600,000	-	-	7,600,000	829,492
SIB #3	7,140,000	-	-	7,140,000	-
Total	\$ 21,677,898	\$ -	\$ 3,978,907	\$ 17,698,991	\$ 1,702,635

Loans Payable September 30, 2006

	Beginning Balance	Additions	Payments	Ending Balance	Amounts Due Within One Year
SIB #1	\$ 7,958,991	\$ -	\$ 1,021,093	\$ 6,937,898	\$ 3,978,907
SIB #2	7,600,000	-	-	7,600,000	-
SIB #3	-	7,140,000	-	7,140,000	-
Total	\$ 15,558,991	\$ 7,140,000	\$ 1,021,093	\$ 21,677,898	\$ 3,978,907

Pursuant to the State Infrastructure Bank Loan Agreement, the Authority committed to use its Federal Transit Administration 5307 grant funds as the source to fund the payment obligations of the loans for SIB#1 and SIB#2. The Authority committed to use directly generated, local funds, and FTA 5307 funds for non-TRIP projects as the source to fund the payment obligations of SIB#3. Repayment to be made in fiscal years 2008 through 2017, as follows:

Fiscal Year	Principal	Interest	Total
2008	\$ 1,702,635	\$ 147,950	\$ 1,850,585
2009	3,081,718	239,702	3,321,420
2010	3,084,747	236,673	3,321,420
2011	2,356,814	160,239	2,517,053
2012	2,179,133	121,194	2,300,327
2013 - 2017	5,293,944	251,525	5,545,469
Totals	\$ 17,698,991	\$ 1,157,283	\$ 18,856,274

5. ACCRUED SELF-INSURANCE LIABILITY

The Authority has been self-insured since 1986 for personal injury coverage related to its transit coaches and since 1991 for workers compensation coverage; all other risks of loss are covered through the purchase of commercial insurance. The Authority has sovereign immunity with respect to personal injury claims, which limits its liability to \$100,000 for each claim and \$200,000 for each accident. Settled claims have not exceeded commercial coverage in any of the past three fiscal years.

The amounts recorded as accrued self-insurance liability at September 30, 2007 and 2006, the current portion of which represents an estimate of payments required in the next fiscal year, are at present value based on estimates derived through actuarial determinations discounted at range of 4% for the fiscal years 2007 and 2006. Such estimates are subject to change based on circumstances surrounding each claim. Changes in the balances of accrued self-insurance liability, including incurred but not reported claims (IBNR), were as follows during the years ended September 30:

	September 30,	
	2007	2006
Accrued self-insurance liability, beginning of year	\$2,963,646	\$3,076,836
Insured claims (including IBNR's)	2,120,219	1,544,569
Claim payments	(1,894,285)	(1,657,759)
Accrued self-insurance liability, end of year	<u>\$3,189,580</u>	<u>\$2,963,646</u>

The estimated amounts due in one year are \$1,082,683 and \$1,209,079 for the years ended September 30, 2007 and 2006, respectively.

6. PENSION PLANS

State Plan -

Plan Description

Employees of the Authority who are not represented by the Amalgamated Transit Union (the "Union") are participants in the Florida Retirement System (FRS), a cost-sharing multiple-employer public employee retirement system (PERS) administered by the Florida Department of Administration. Employees not filling regular established positions but working as temporary employees are not covered by the FRS.

The Authority participated in the regular FRS class of membership, with a contribution rate of 9.85% in

effect during the State's fiscal years ended June 30, 2007 and 2006 (contribution rates equal actuarially determined rates). Employees do not contribute.

Benefits are established by Chapter 121, *Florida Statutes*, and Chapter 22B, *Florida Administrative Code*. Amendments to the law can be made only by an act of the Florida Legislature. Benefits are computed on the basis of age, average final compensation, and service credit. Members are also eligible for in-line-of duty or regular disability benefits, if permanently disabled and unable to work. Regular class employees who retire at or after age 62 with 6 years of credited service or 30 years of service regardless of age are entitled to a retirement benefit payable monthly for life, equal to 1.6% of their final average compensation for each year of credited service. Vested employees with less than 30 years of service may retire before age 62 and receive reduced retirement benefits. A post-employment health insurance subsidy is also provided to eligible retirement employees through the FRS in accordance with *Florida Statutes*.

Section 121.031 (3), *Florida Statutes* requires that an actuarial valuation of FRS be performed biannually.

The conclusions of the valuation and historical trend data are included in the annual report of the FRS. Further information about the progress made by the FRS in accumulating sufficient assets to pay benefits when due, including 10-year historical trend information is included in the State of Florida Comprehensive Annual Financial Report and various publications available from the Florida Department of Administration.

Funding Policy

The Authority's contributions to the FRS were equal to the required contribution for each fiscal year. Contributions for fiscal years ended September 30, 2005 through 2007 approximated the following:

<u>Fiscal Year</u>	<u>Contributions</u>
2007	\$ 40,000
2006	\$ 33,000
2005	\$ 28,000

The Authority has historically contributed amounts equal to the required contributions for the FRS and, therefore, does not have a pension asset or liability as determined in accordance with GASB No. 27.

Union Plan -

Plan Description

Substantially all Union employees of the Authority are participants in the Amalgamated Transit Union Local 1596 Pension Plan (the "Union Plan"), a defined benefit, single-employer public employee retirement system, formed April 22, 1986 by agreement between the Authority and the Union. All Authority Union employees are eligible to participate in the Union Plan as of their hire date. Employees who have reached the age of 62 are entitled to a retirement union benefit, payable monthly for life, equal to 2.13% of their average compensation for each unit of benefit credit. Average compensation is the average of the highest sixty consecutive calendar months preceding retirement or termination. Participants are credited with units of benefit credit for hours of service worked in a plan year. Benefits fully vest upon reaching 10 years of vested service. Vested employees who retire on or after age 62 will receive full benefits. Participants who have reached age 58 and have 20 years of service are entitled to an unreduced pension benefit. The monthly payment is reduced by 0.56% for each month for the first three years the early retirement date precedes the unreduced early retirement date for participants with 20 or more years of services. In addition, the monthly payment is reduced by 0.56% for each month, up to a maximum of 60 months; the early retirement date precedes the normal retirement date for participants with less than 20 years of service. Participants' benefits are established by the Trustees of the Union Plan.

Available historical information showing the Union Plan's progress in accumulating sufficient assets to pay benefits when due is presented in the Union Plan's financial statements. The Union Plan's financial statements may be obtained by writing the Union Plan Trustees.

Funding Policy

The Authority and Union employees are obligated to contribute to the Union Plan in accordance with requirements of the Union Collective Bargaining Agreement; regular contribution rates are actuarially determined. Union Plan members are required to contribute 5.25% of earnings; the Authority is required to contribute 9.75% of Union Plan members' earnings. Employees may elect to enhance their future benefits by up to .25% by contributing an additional 2.5% of earnings. Shared contributions are the amount by which the required contribution rate exceeds the regular contribution rates, which is shared as 35% employee and 65% employer in the subsequent year.

Annual Pension Cost and Net Pension Obligation

The Authority's latest available union plan annual pension information, which includes costs for fiscal years 2006, 2005 and 2004 and a net pension obligation included in accrued salaries and related taxes at September 30, 2006, 2005 and 2004, is as follows:

	September 30		
	2006	2005	2004
Annual required contribution	\$ 3,003,196	\$ 3,056,186	\$ 2,879,779
Interest on net pension (asset)/obligation	21,322	5,270	(26,560)
Adjustment to annual required contribution	(28,688)	(6,909)	37,219
Annual pension cost	2,995,830	3,054,547	2,890,438
Contributions made	(3,109,656)	(2,840,518)	(2,488,178)
(Decrease) Increase in net pension obligation	(113,826)	214,029	402,260
Net pension (asset)/obligation, beginning of year	284,294	70,265	(331,995)
Net pension obligation, end of year	\$ 170,468	\$ 284,294	\$ 70,265

The annual required contribution for fiscal year 2007 was determined as part of the October 1, 2006 actuarial valuation using the entry age actuarial cost method. The actuarial assumptions included (a) 7.5% investment rate of return (net of administrative expenses) and (b) projected salary increases ranging from 5.00% to 14.13% per year, dependent on years of service. Both (a) and (b) included an inflation component of 3.5%. The assumptions did not include postretirement benefit increases, which are funded by the Authority when granted. The actuarial value of assets was determined using techniques that smooth the effects of short-term volatility in the market value of investments over a five-year period. The unfunded actuarial accrued liability is being amortized as a level dollar amount of projected payroll on an open basis. The remaining amortization period at September 30, 2006 was 24 years.

Three-Year Trend			
Fiscal Year Ended	Annual Pension Cost (APC)	Percentage of APC Contributed	Net Pension Obligation
9/30/06	\$ 2,995,830	103.8%	\$ 170,468
9/30/05	\$ 3,054,547	93.0%	\$ 284,294
9/30/04	\$ 2,890,438	86.1%	\$ 70,265

Employee 401(a) Pension Plan - The Authority maintains a single-employer, defined contribution pension plan, Central Florida Regional Transportation Authority Money Purchase Plan (the "Plan"), administered by Nationwide for employees who are not represented by the Union, effective October 1, 1994. The Plan is a tax-qualified plan pursuant to section 401(a) of the Internal Revenue Code. All full-time administrative employees not represented by the Union are eligible for participation in the plan, with the exception of employees hired before October 1, 1994 who opted to stay in the FRS and supervisors represented by Union 1749.

The Plan provisions provide for the Authority to contribute 12% of employee earnings; employees are not required to make contributions. All plan amendments are administered and authorized by the Plan's trustees. At the Plan's inception, employees who switched from the FRS were automatically 100% vested and all other employees are 100% vested after five years of employment with the Authority or other public service or transportation agencies. All employees may withdraw vested balances upon the normal retirement age of 65. The Plan permits withdrawals for retirement, termination, and disability but does not allow participants to borrow against their accounts.

The payroll for Authority employees covered by the plan for the years ended September 30, 2007 and 2006 was \$8,938,069 and \$9,007,178, respectively. The Authority's contribution to the plan for the years ended September 30, 2007 and 2006 amounted to \$1,092,741 and \$1,067,640, respectively, representing 12% of covered payroll less forfeitures.

7. POST-EMPLOYMENT BENEFITS OTHER THAN PENSION BENEFITS

In addition to the pension benefits described in Note 2, effective October 1, 1999, the Authority entered into a contractual agreement with Local 1596 of the Amalgamated Transit Union to provide postretirement health care benefits for those employees who, in accordance with Article 28 of the Amalgamated Transit Union Local 1596 Pension Plan, have at least ten (10) years vesting and retire between the ages of 62 and 67 or until they are eligible for Medicare benefits (whichever occurs first). Benefit provisions and contribution obligations have been established by the Authority's Board. Eligibility for retirement health care benefits will be determined by the years of credited services. The Authority contributes on a pay-as-you-go basis a percentage of the cost equal to Core Coverage (High Co-Pay, Employee Only) in accordance with the following schedule:

Years of Service	Contribution Rate
10-14	60% of Hi Co-Pay, HMO
15-19	75% of Hi Co-Pay, HMO
20+	100% of Hi Co-Pay, HMO

Employees who elect to continue their health care coverage upon retirement are responsible for the employee and employer share over and above the previously stated contributions. Dependent coverage is available at the retiree's expense provided the retiree elects to continue health care coverage. The Authority incurred \$73,937 and \$32,242 in expenses for post-retirement health care benefits for the years ended September 30, 2007 and 2006, respectively. The number of retirees eligible for this program was fifteen and ten for fiscal years ended September 30, 2007 and 2006.

8. COMMITMENTS

Operating Lease - The Authority has \$484,520 remaining on its non-cancelable lease commitment for an administrative facility, all of which is due in fiscal 2008. Total lease expense amounted to \$1,037,599 and \$959,740 during the years ended September 30, 2007 and 2006, respectively.

9. LITIGATION

The Authority is contingently liable with respect to lawsuits and other claims incidental to the ordinary course of its operation, most of which are covered by the self-insurance program discussed in Note 4. In the opinion of management, any adjustments that would result from the settlement of lawsuits and other claims would not be significant.

10. SUBSEQUENT EVENT

As discussed in Note 1, at September 30, 2007, the Authority had \$26,714,143 invested in the State Board of Administration's Local Government Surplus Funds Trust Fund Investment Pool (Pool). On November 29, 2007, the State Board of Administration implemented a temporary freeze on the assets held in the Pool due to an unprecedented amount of withdrawals from the Fund coupled with the absence of market liquidity for certain securities within the Pool. The significant amount of withdrawals followed reports that the Pool held asset-backed commercial paper that was subject to sub prime mortgage risk. On December 4, 2007, based on recommendations from an outside financial advisor, the State Board of Administration restructured the Pool into two separate pools. Pool A consisted of all money market appropriate assets, which was approximately \$12 billion or 86% of Pool assets. Pool B consisted of assets that either defaulted on a payment, paid more slowly than expected, and/or had any significant credit and liquidity risk, which was approximately \$2 billion or 14% of Pool assets. At the time of the restructuring, all current pool participants had their existing balances proportionately allocated into Pool A and Pool B.

Pool A participants are allowed to withdraw 37% of their balance or \$4 million, whichever is greater, without penalty. Withdrawals from Pool A in excess of the above limit are subject to a 2% redemption fee. New investments in Pool A are not subject to the redemption fee or withdrawal restrictions. Future withdrawal provisions from Pool A are subject to further evaluation based on the maturities of existing investments and the liquidity requirements of the Pool. Standard and Poor's Ratings Service has assigned its "AAAm" principal stability fund rating to Pool A.

Currently, Pool B participants are prohibited from withdrawing any amount from the Pool and a formal withdrawal policy has not yet been developed. Market valuations of the assets held in Pool B are not readily available. In addition, full realization of the principle value of Pool B assets is not readily determinable. As of January 31, 2008, the Authority has \$10,833,882 and \$3,446,691 invested in Pool A and B, respectively. Additional information regarding the Local Government Surplus Funds Trust Fund may be obtained from the State Board of Administration.

REQUIRED SUPPLEMENTARY INFORMATION

UNION PENSION PLAN

Schedule of Funding Progress

	Valuation Dates, October 1		
	2006	2005	2004
Actuarial Value of assets	\$ 53,300,139	\$ 46,196,086	\$ 40,999,932
Actuarial accrued liability	58,769,454	51,048,014	45,896,856
Unfunded actuarial liability	\$ 5,469,315	\$ 4,851,928	\$ 4,896,924
Funded Ratio	90.69%	90.50%	89.33%
Annual covered payroll	\$ 29,889,028	\$ 27,436,034	\$ 26,286,514
Unfunded actuarial liability as a percent of annual covered payroll	18.30%	17.68%	18.63%

Actuarial and Benefit Changes

Changes in benefit provisions for the Union Pension Plan during the fiscal years 2004, 2005, and 2006 were as follows:

Effective October 1, 2004, the Board of Trustees adopted several economic and demographic assumption changes based on the Five Year Experience Studied issued November 2004. The combined changes caused the employer contribution to change from \$3,060,496 to \$3,056,186. Also, effective October 1, 2004, required employer contributions in excess of 9.75% of payroll will be shared between employer (65%) and employees (35%) beginning October 1, 2005.

Effective November 4, 2004, amendment No. 4 allows a spouse to waive the joint and survivor form of annuity. Also, effective November 9, 2004, amendment No. 5 provides for an additional level of enhanced benefits. Members elect to receive an additional .25% of final average compensation for service during which they contribute an additional 2.5% of pay member contribution. This enhanced benefit is in addition to the previous enhanced benefit available. There is no impact on the plan; the increased member contribution supports the increased benefits.

Effective May 10, 2005, amendment No. 6 makes changes in the administration of disability pension benefits. The implementation of the amendment is still pending the State's authorization.

Effective for the contribution year beginning October 1, 2007 the mortality rates were updated to the 1994 Group Annual Mortality (GAM), eliminating the one year set ahead for males.

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY
SUPPLEMENTAL SCHEDULE OF REVENUES AND EXPENSES
BUDGET VS ACTUAL
YEAR ENDED SEPTEMBER 30, 2007

	Budget	Actual	Variance Favorable/ (Unfavorable)
OPERATING REVENUES			
Customer fares	\$ 19,793,506	\$ 19,127,408	(666,098)
Contract services:			
Local financial assistance	9,382,681	9,481,837	99,156
Other contractual services	8,160,590	8,629,360	468,770
Advertising -On Buses	1,480,000	1,890,771	410,771
Advertising -In Kind	920,000	391,300	(528,700)
Other income	461,942	609,382	147,440
	<u>40,198,719</u>	<u>40,130,058</u>	<u>(68,661)</u>
OPERATING EXPENSES:			
Transportation	36,017,401	35,232,025	785,376
Maintenance and Operations	53,421,156	47,745,916	5,675,240
General and Administrative	16,398,499	14,831,371	1,567,128
	<u>105,837,056</u>	<u>97,809,312</u>	<u>8,027,744</u>
OPERATING GAIN/(LOSS)	(65,638,337)	(57,679,254)	7,959,083
NONOPERATING REVENUES/(EXPENSES):			
Federal	12,206,568	11,102,968	(1,103,600)
State of Florida	10,531,569	10,435,137	(96,432)
Local	44,224,751	44,479,344	254,593
Interest Income	690,816	1,338,526	647,710
Interest Expense	(189,420)	(185,865)	3,555
	<u>67,464,284</u>	<u>67,170,110</u>	<u>(294,174)</u>
Total nonoperating revenues/(expenses), net	67,464,284	67,170,110	(294,174)
Increase/(Decrease) in Net Assets	\$ <u>1,825,947</u>	9,490,856	\$ <u>7,664,909</u>
BASIS DIFFERENCES:			
Depreciation		(10,066,213)	
Other income (expenses)		(46,447)	
Capital Contribution		<u>20,454,361</u>	
Increase in Net Assets - GAAP Basis		\$ <u>19,832,557</u>	

STATISTICAL INFORMATION

This section contains statistical tables reflecting various supplemental financial data concerning the Authority's operations. Where applicable, a 10-year history has been depicted to disclose trends in financial operations and other finance-related matters. These tables have been included as a part of this report for information purposes only, and, therefore, have not been subjected to audit by the Authority's independent auditors.

LYNX

Miscellaneous Statistics
For the year end September 30, 2007
(Unaudited)

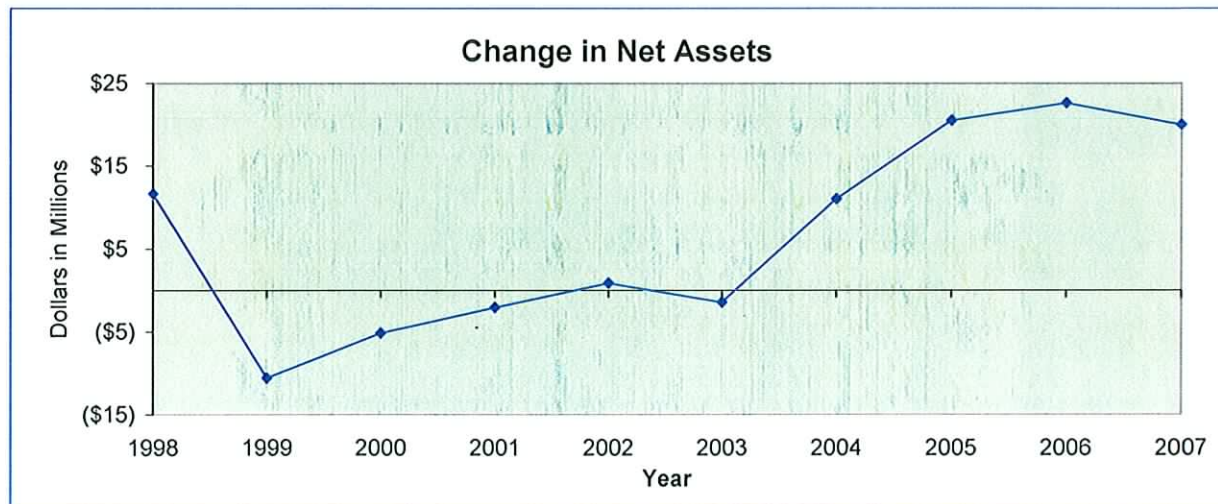
Form of Government	Local Government (Independent Special District)
Number of Directors	Five (5) Voting
Area Population	1,797,424
Counties Served	Orange, Seminole and Osceola
Number of Service Routes	67
Peak Vehicle Requirement	240
Hours of Operation	4:00 A.M. to 3:10 A.M.
Average Weekday Passengers	81,445
Vehicle Miles Operated	15,475,289
Vehicle Hours Operated	1,058,929

LYNX

Revenue, Expenses and Change in Net Assets Last Ten Years Dollars in Millions

(Unaudited)

	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007
Operating Revenue:										
Customer Fares	\$ 9.5	\$ 11.3	\$ 13.1	\$ 13.7	\$ 12.3	\$ 13.9	\$ 14.8	\$ 17.2	\$ 18.9	\$ 19.1
Other	9.9	10.8	12.9	14.4	15.0	17.1	16.6	18.0	17.1	21.0
Total Operating Revenue	19.4	22.1	26.0	28.1	27.3	31.0	31.4	35.2	36.0	40.1
Operating Expenses:										
Administration, Transportation, and Maintenance	48.4	51.9	61.0	64.5	77.9	82.3	78.8	86.1	89.1	97.8
Depreciation	11.1	8.0	8.5	8.9	8.9	9.0	7.7	8.7	9.2	10.1
Write-off of Assets (Note 1)	-	41.8	6.0	-	-	-	-	-	-	-
Total Operation Expenses	59.5	101.7	75.5	73.4	86.8	91.3	86.5	94.8	98.3	107.9
Operating Loss	(40.1)	(79.6)	(49.5)	(45.3)	(59.5)	(60.3)	(55.1)	(59.6)	(62.3)	(67.8)
Non-Operating Revenue (Expenses):										
Operating Assistance	24.2	21.8	24.7	26.5	30.7	33.7	35.1	37.6	38.9	53.1
Planning and Other Income (Expenses)	4.7	7.9	10.3	9.9	16.5	17.2	13.0	13.3	16.0	14.1
Capital Contributions	22.8	39.3	9.3	6.8	13.1	7.9	18.0	29.2	30.0	20.4
Total Non-Operating Revenue (Expenses)	51.7	69.0	44.3	43.2	60.3	58.8	66.1	80.1	84.9	87.6
Change in Net Assets	\$ 11.6	\$ (10.6)	\$ (5.2)	\$ (2.1)	\$ 0.8	\$ (1.5)	\$ 11.0	\$ 20.5	\$ 22.6	\$ 19.8



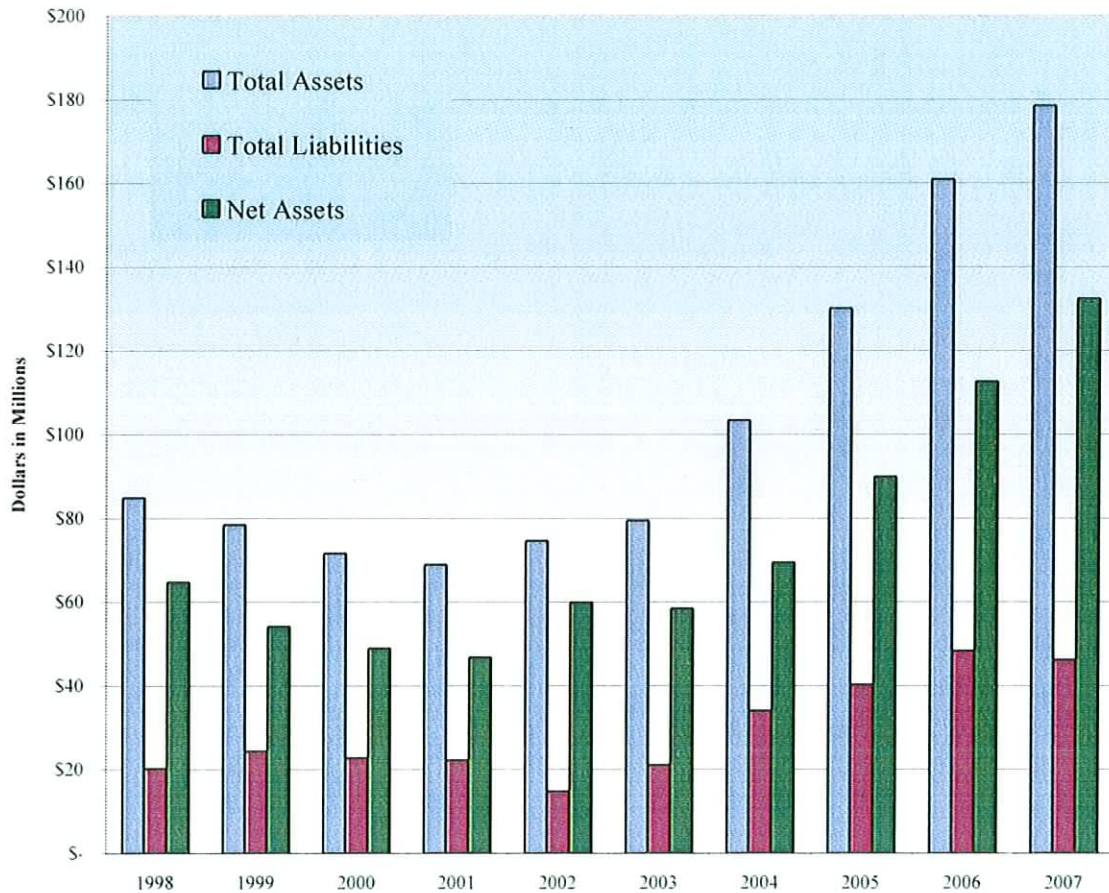
Source: Financial Statements

Note 1: In FY1999 and FY2000, the Authority wrote-off assets pertaining to the Light Rail capital project

LYNX

Condensed Summary of Net Assets Last Ten Years Dollars in Millions (Unaudited)

Year	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007
Total Assets	84.9	78.4	71.6	68.9	74.6	79.4	103.4	130.1	160.9	178.5
Total Liabilities	20.2	24.3	22.7	22.2	14.7	21.0	34.0	40.2	48.3	46.1
Ending Net Assets	64.7	54.1	48.9	46.7	59.9	58.4	69.4	89.9	112.6	132.4
Invested in capital assets	64.5	53.9	48.7	46.0	50.6	49.6	59.8	80.2	98.0	110.2
Restricted	-	-	-	-	-	-	-	-	3.1	1.3
Unrestricted	0.2	0.2	0.2	0.7	9.3	8.8	9.6	9.7	11.5	20.9
	64.7	54.1	48.9	46.7	59.9	58.4	69.4	89.9	112.6	132.4

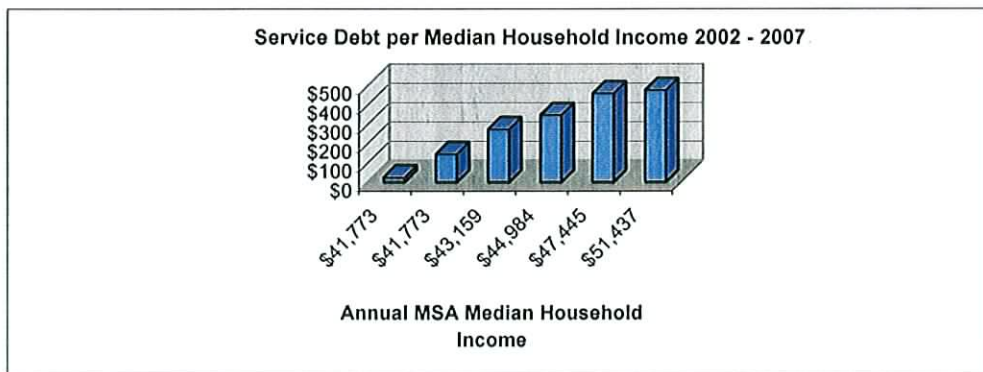
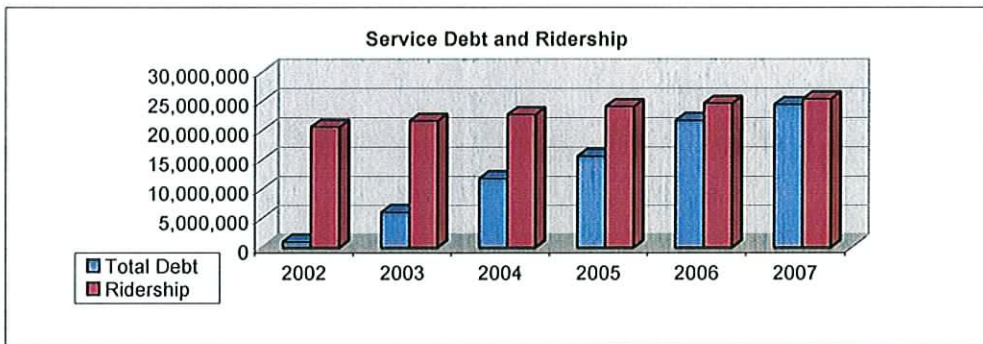


LYNX

Total Debt Last Ten Years

(Unaudited)

Year	Total Debt	Ridership	Debt per Rider	Median Income	Debt per Income
1998	-	-	-	-	-
1999	-	-	-	-	-
2000	-	-	-	-	-
2001	-	-	-	-	-
2002	\$1,000,000	20,546,821	\$0.05	\$41,773	\$24
2003	\$6,000,000	21,589,997	\$0.28	\$41,773	\$144
2004	\$11,749,569	22,677,846	\$0.52	\$43,159	\$272
2005	\$15,558,991	24,030,234	\$0.65	\$44,984	\$346
2006	\$21,677,898	24,570,957	\$0.88	\$47,445	\$457
2007	\$24,365,518	25,322,312	\$0.96	\$51,437	\$474



Source: Financial Statements, NTD Report, and Orlando Economic Development Commission.

Note: Total debt consists of State Infrastructure Bank loans and capital lease obligations. The portion related to capital lease obligations was \$80,899, \$97,526, \$45,012, and \$7,632,976 for 2004, 2005, 2006, and 2007, respectively.

LYNX

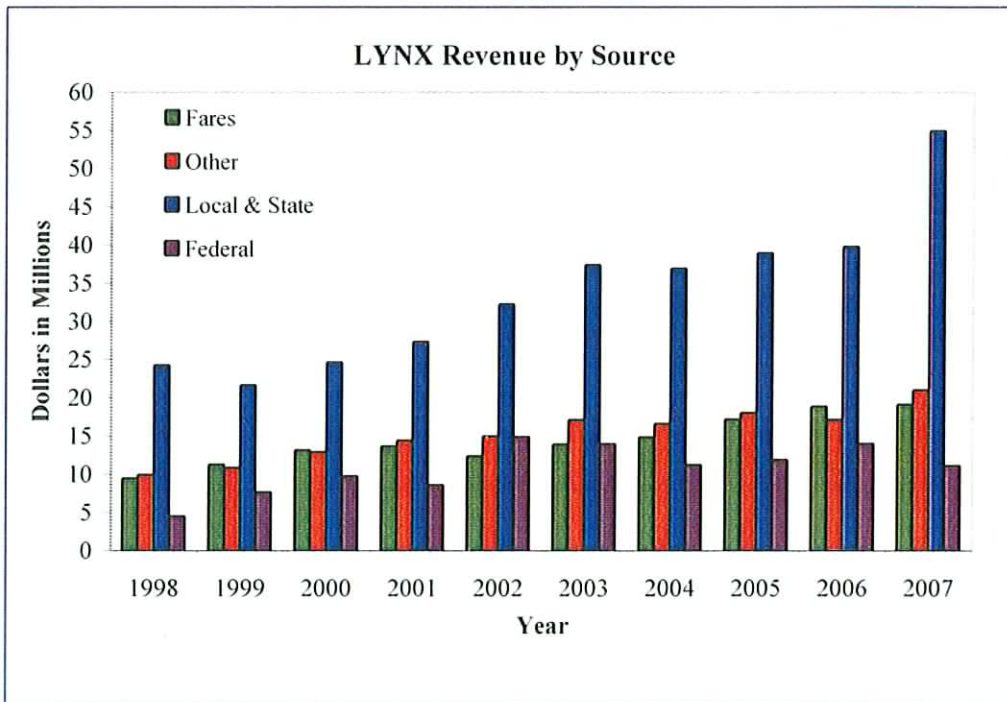
REVENUE BY SOURCE

Last Ten Years

Dollars in Millions

(Unaudited)

Fiscal Year	OPERATING AND OTHER						Total Revenue
	MISCELLANEOUS REVENUE			OPERATING ASSISTANCE			
	Fares	Other	Total	Local & State	Federal	Total	
1998	9.465	9.938	19.403	24.244	4.515	28.759	48.162
1999	11.270	10.857	22.127	21.665	7.648	29.313	51.440
2000	13.144	12.894	26.038	24.623	9.740	34.363	60.401
2001	13.675	14.405	28.080	27.340	8.595	35.935	64.015
2002	12.352	14.952	27.304	32.233	14.905	47.138	74.442
2003	13.902	17.099	31.001	37.369	13.974	51.343	82.344
2004	14.832	16.593	31.425	36.912	11.216	48.128	79.553
2005	17.184	18.032	35.216	38.921	11.887	50.808	86.024
2006	18.869	17.134	36.003	39.757	14.006	53.763	89.766
2007	19.127	21.003	40.130	54.914	11.103	66.017	106.147



Source: Financial Statements

LYNX

REVENUES BY SOURCE LAST TEN FISCAL YEARS

(Unaudited)

FISCAL YEAR	OPERATING AND OTHER MISCELLANEOUS REVENUE			OPERATING ASSISTANCE			TOTAL REVENUE
	FARES	OTHER	TOTAL	LOCAL & STATE	FEDERAL	TOTAL	
INDUSTRY							
1998	37.8%	17.5%	55.3%	41.1%	3.6%	44.7%	100.0%
1999	37.3%	16.4%	53.7%	42.4%	3.9%	46.3%	100.0%
2000	36.1%	17.4%	53.5%	42.4%	4.1%	46.5%	100.0%
2001	35.2%	14.1%	49.3%	46.2%	4.5%	50.7%	100.0%
2002	32.5%	17.3%	49.8%	45.3%	4.9%	50.2%	100.0%
2003	32.6%	18.1%	50.7%	43.6%	5.7%	49.3%	100.0%
2004	32.9%	16.7%	49.6%	43.4%	7.0%	50.4%	100.0%
2005	*	*	0.0%	*	*	0.0%	0.0%
2006	*	*	0.0%	*	*	0.0%	0.0%
2007	*	*	0.0%	*	*	0.0%	0.0%
LYNX							
1998	19.7%	20.6%	40.3%	50.3%	9.4%	59.7%	100.0%
1999	21.9%	21.1%	43.0%	42.1%	14.9%	57.0%	100.0%
2000	21.8%	21.3%	43.1%	40.8%	16.1%	56.9%	100.0%
2001	21.4%	22.5%	43.9%	42.7%	13.4%	56.1%	100.0%
2002	16.6%	20.1%	36.7%	43.3%	20.0%	63.3%	100.0%
2003	16.9%	20.8%	37.6%	45.4%	17.0%	62.4%	100.0%
2004	18.6%	20.9%	39.5%	46.4%	14.1%	60.5%	100.0%
2005	20.0%	21.0%	40.9%	45.2%	13.8%	59.1%	100.0%
2006	21.0%	19.1%	40.1%	47.8%	12.1%	59.9%	100.0%
2007	18.0%	19.8%	37.8%	51.7%	10.5%	62.2%	100.0%

Source: Financial Statements

APTA 2006 Transportation Fact Book

* Not available

LYNX
FARE STRUCTURE
YEAR ENDED SEPTEMBER 30, 2007

(Unaudited)

Cash Fare/Single Ride	\$ 1.50
Transfer	Free
Elderly and Handicapped/Single Ride	\$ 0.75
Students	\$ 0.75
Daily Pass	\$ 3.50
Elderly and Handicapped Daily Pass	\$ 1.75
Student Daily Pass	\$ 1.75
Children (6 years and under with an adult)	Free
TICKETS	
Xpress Link Single Ride	\$ 2.50
Xpress Link Seniors/Students	\$ 1.00
Votran	\$ 2.00
Votran Discount	\$ 1.00
PASSPORTS	
7 Day Pass	\$ 12.00
AdvantAge Pass 7 Day (Elderly and Handicapped)	\$ 6.00
K.I.S. Pass 7 Day	\$ 6.00
30 Day	\$ 38.00
AdvantAge Pass 30 Day(Elderly and Handicapped)	\$ 18.00
K.I.S. Pass 30 Day	\$ 18.00

SOURCE: LYNX Fare Structure Policy

LYNX

Fare Trends Last Ten Years (Unaudited)

Fiscal Year	CASH FARE				PASSES			
	Single Fare	Discount Single	1 Day Fare	Discount 1 Day	7 Day Pass	Discount 7 Day	30 Day Pass	Discount 30 Day
1998	0.85	0.25			7.00		30.00	12.00
1999	1.00	0.25			10.00		35.00	12.00
2000	1.00	0.25			10.00		35.00	12.00
2001	1.00	0.25			10.00		35.00	12.00
2002	1.00	0.50			10.00		35.00	12.00
2003	1.25	0.50	3.00	1.50	10.00	5.00	36.00	15.00
2004	1.25	0.50	3.00	1.50	10.00	5.00	36.00	15.00
2005	1.50	0.75	3.50	1.75	12.00	6.00	38.00	18.00
2006	1.50	0.75	3.50	1.75	12.00	6.00	38.00	18.00
2007	1.50	0.75	3.50	1.75	12.00	6.00	38.00	18.00

Discounted Fares Include:

- Students
- Elderly and Handicapped

Does Not Include Xpress Link 200

Discounted Passes Include:

- KIS
- Advantage
- IQ



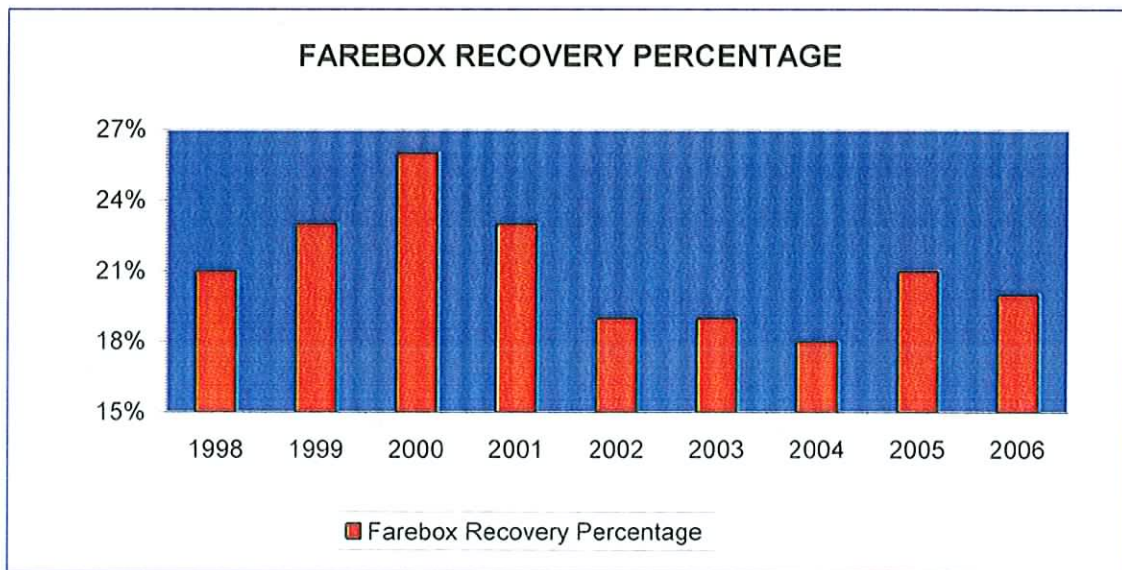
LYNX

FAREBOX RECOVERY PERCENTAGE

Last Ten Years

(Unaudited)

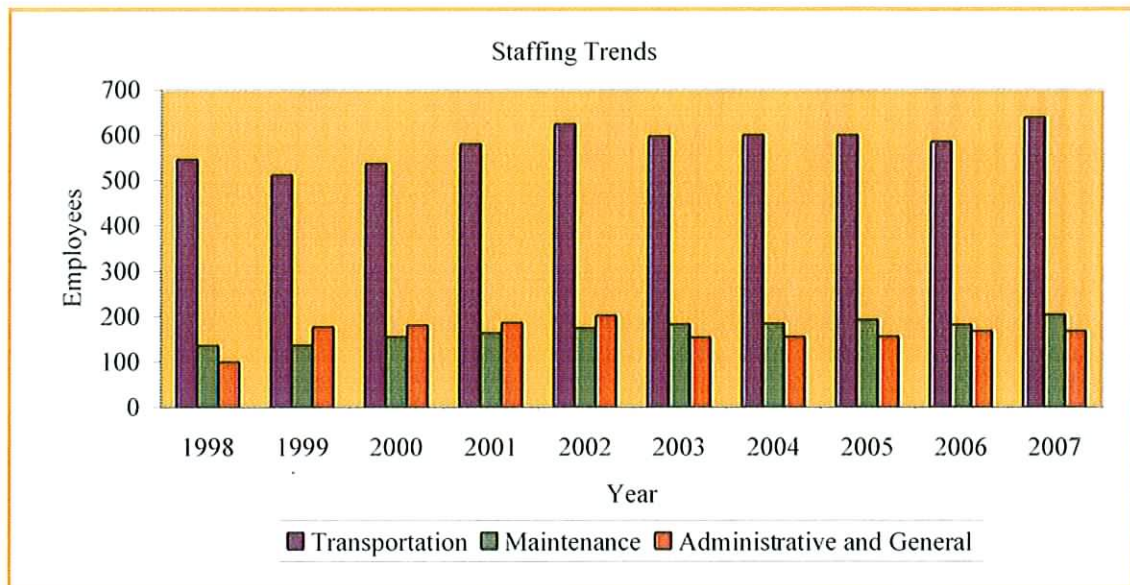
Fiscal Year	Percentage
1998	21%
1999	23%
2000	26%
2001	23%
2002	19%
2003	19%
2004	18%
2005	20%
2006	21%
2007	20%



LYNX

Staffing Trends Last Ten Years (Unaudited)

Year	Transportation	Maintenance	Administrative and General	Total
1998	546	136	100	782
1999	512	137	177	826
2000	537	155	181	873
2001	580	164	186	930
2002	624	174	202	1,000
2003	597	183	154	934
2004	600	184	155	939
2005	600	193	156	949
2006	585	182	168	935
2007	639	204	168	1,011



Source: Annual Budgets

LYNX
 Top Ten Employers
 Service Area Employers
 Current Year and Ten Years Ago

(Unaudited)

Company	2007			1998		
	Number of Full Time Employees	Rank	Percentage of Total Employment	Number of Full Time Employees	Rank	Percentage of Total Employment
Walt Disney World Company	62,000	1	5.57%	51,000	1	5.76%
Florida Hospital	23,421	2	2.10%	11,000	5	1.24%
Orange County Public Schools	23,373	3	2.10%	19,767	2	2.23%
Wal-Mart	18,126	4	1.63%	-	-	-
Publix Super Markets	17,546	5	1.58%	15,113	4	1.71%
Universal Orlando	13,000	6	1.17%	5,974	12	0.67%
Orlando Regional Healthcare	12,877	7	1.16%	8,200	7	0.93%
University of Central Florida	9,780	8	0.88%	3,132	23	0.35%
Seminole County Schools	8,210	9	0.74%	5,974	12	0.67%
Central Florida Investments	8,113	10	0.73%	5,000	14	0.56%
Orange County Government	7,700	12	0.69%	6,057	10	0.68%
State of Florida	6,847	17	0.61%	19,000	3	2.15%
Winn Dixie Stores	6,184	21	0.56%	8,978	6	1.01%
Harris Corporation	7,200	16	0.65%	8,000	8	0.90%
Other Employers	889,223		79.85%	728,995		81.14%
Region Total	1,113,600		100.00%	885,065		100.00%

Source: Metro Orlando Economic Development Commission
 Orlando Business Journal Book of Lists 1999
 Orlando Sentinel 12/3/2007, U.S. Bureau of Labor Statistics
 Service Area Includes Orange, Seminole and Osceola Counties

LYNX

Employment Percentage by Industry Service Region Last Ten Years (Unaudited)

Year	Manufacturing	Construction	Transportation	Finance	Government	Retail	Service	Total
1998	6.2%	6.0%	5.3%	6.0%	10.4%	25.3%	40.8%	100.0%
1999	5.9%	6.1%	5.2%	6.1%	10.2%	25.2%	41.3%	100.0%
2000	5.6%	6.1%	5.5%	6.0%	10.1%	24.5%	42.2%	100.0%
2001	5.3%	6.1%	5.6%	5.9%	10.5%	23.6%	43.0%	100.0%
2002	4.9%	6.3%	5.3%	6.0%	11.1%	23.4%	43.0%	100.0%
2003	4.5%	6.6%	5.1%	6.2%	11.2%	23.8%	42.6%	100.0%
2004	4.4%	7.0%	4.9%	6.0%	11.0%	24.3%	42.4%	100.0%
2005	4.3%	7.6%	4.3%	6.0%	10.8%	22.8%	44.2%	100.0%
2006	4.1%	8.1%	4.9%	6.2%	10.6%	20.3%	45.9%	100.0%
2007	4.0%	7.8%	4.9%	5.9%	11.0%	20.6%	45.8%	100.0%

Central Florida Region MSA

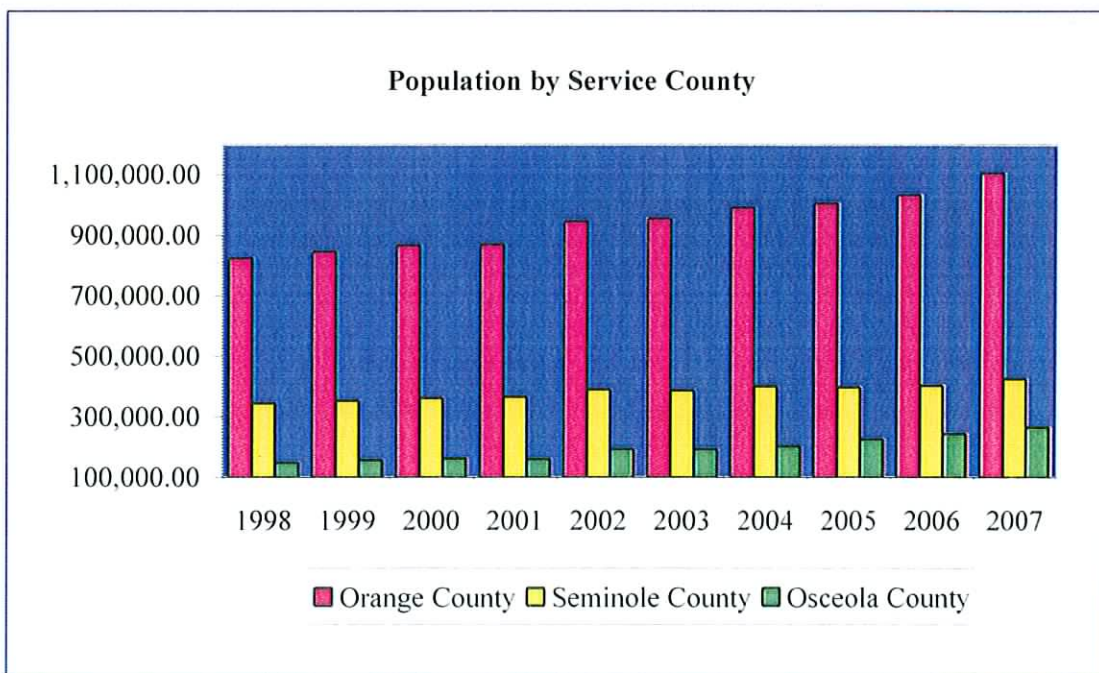
Source: Florida Research and Economic Database

Metro Orlando Economic Development Commission

LYNX

Population by Service County Last Ten Years (Unaudited)

Year	Orange County	Seminole County	Osceola County	Region Total
1998	824,095	345,166	148,712	1,317,973
1999	846,328	354,148	157,376	1,357,852
2000	866,145	362,073	162,268	1,390,486
2001	869,483	366,866	160,846	1,397,195
2002	945,747	391,096	193,665	1,530,508
2003	955,865	387,626	193,355	1,536,846
2004	992,400	401,680	202,580	1,596,660
2005	1,006,134	398,569	226,787	1,631,490
2006	1,033,047	403,335	243,967	1,680,349
2007	1,105,603	425,698	266,123	1,797,424



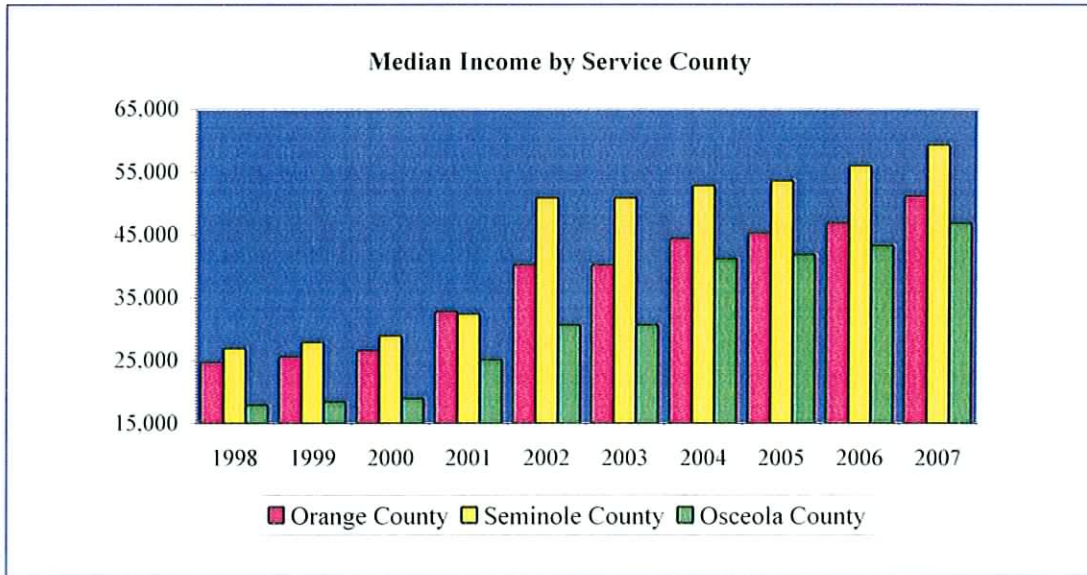
Source: Metro Orlando Economic Development Commission

LYNX

Median Income by Service County Last Ten Years

(Unaudited)

Year	Orange County	Seminole County	Osceola County	Region Total
1998	24,782	27,006	17,965	24,595
1999	25,699	27,978	18,468	25,455
2000	26,650	28,985	18,985	27,530
2001	32,864	32,500	25,168	31,882
2002	40,241	50,960	30,699	41,773
2003	40,241	50,960	30,699	41,773
2004	44,456	52,881	41,250	43,159
2005	45,330	53,675	41,872	44,984
2006	46,963	56,072	43,336	47,445
2007	51,188	59,354	46,890	51,437



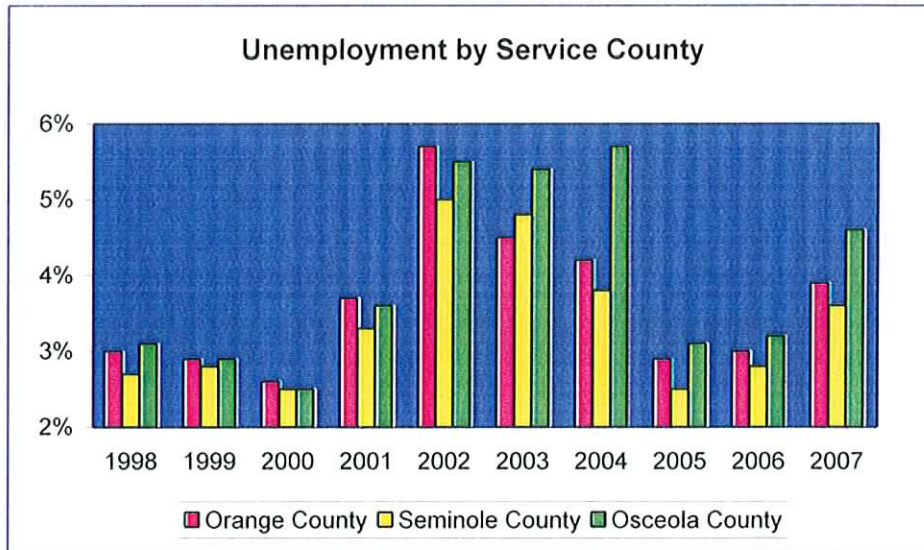
Source: Metro Orlando Economic Development Commission

LYNX

Unemployment by Service County Last Ten Years

(Unaudited)

Year	Orange County	Seminole County	Osceola County	Region Total
1998	3.0%	2.7%	3.1%	3.0%
1999	2.9%	2.8%	2.9%	2.9%
2000	2.6%	2.5%	2.5%	2.6%
2001	3.7%	3.3%	3.6%	3.5%
2002	5.7%	5.0%	5.5%	5.6%
2003	4.5%	4.8%	5.4%	4.5%
2004	4.2%	3.8%	5.7%	4.2%
2005	2.9%	2.5%	3.1%	3.0%
2006	3.0%	2.8%	3.2%	3.1%
2007	3.9%	3.6%	4.6%	3.3%



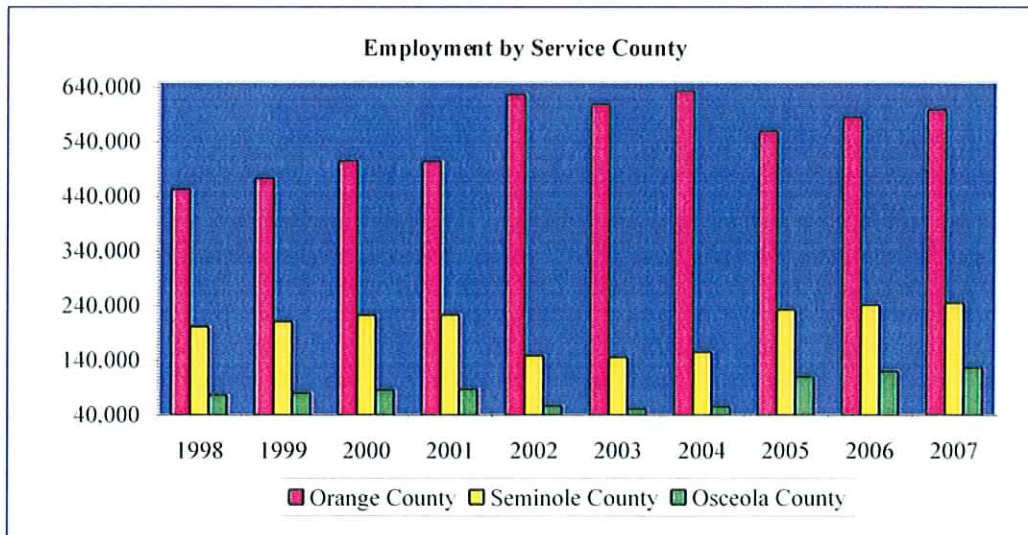
Source: Metro Orlando Economic Development Commission

LYNX

Employment by Service County Last Ten Years

(Unaudited)

Year	Orange County	Seminole County	Osceola County	Region Total
1998	453,282	202,577	77,243	733,102
1999	473,767	211,731	80,734	766,232
2000	505,491	223,689	85,889	815,069
2001	504,650	224,308	87,414	816,372
2002	627,291	149,671	57,134	834,096
2003	609,330	146,296	51,819	807,445
2004	633,500	155,845	55,856	845,201
2005	559,852	233,747	110,867	904,466
2006	586,102	242,061	120,684	948,847
2007	599,487	245,764	126,783	972,034



Source: Metro Orlando Economic Development Commission

GENERAL STATISTICAL TRENDS LAST TEN FISCAL YEARS

(Unaudited)

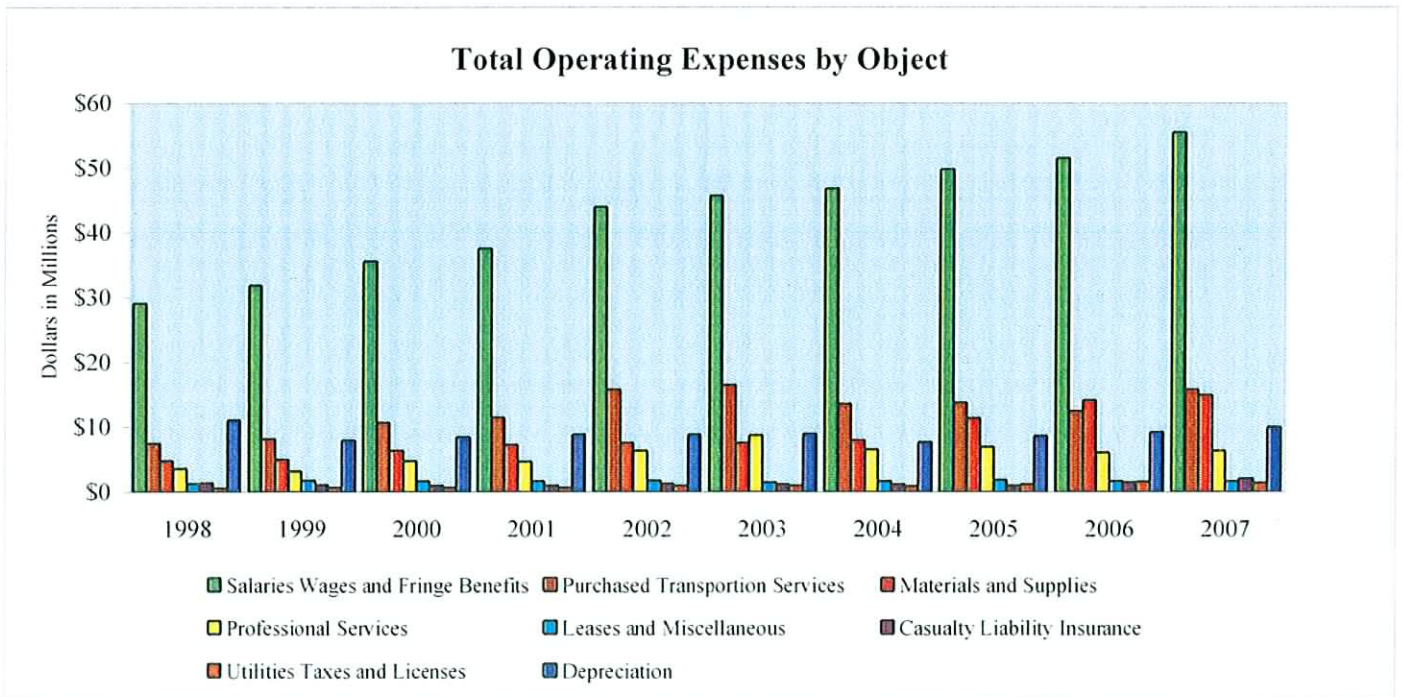
FISCAL YEAR	RIDERSHIP	NUMBER OF VEHICLES PEAK	ACTUAL VEHICLE MILES	ACTUAL VEHICLE HOURS
1998	18,594,142	208	11,183,803	761,808
1999	19,833,211	219	11,361,921	778,407
2000	20,735,614	218	11,932,931	834,856
2001	21,289,997	236	12,595,793	884,178
2002	20,546,821	244	13,625,743	957,688
2003	21,894,985	236	14,083,287	985,669
2004	22,677,846	230	14,081,562	987,450
2005	24,030,234	237	14,478,451	1,013,865
2006	24,570,957	240	14,726,834	1,033,796
2007	26,078,255	240	15,475,289	1,058,929

SOURCES: NTD REPORT (MotorBus)

NUMBER OF VEHICLES EXCLUDE VEHICLES NOT IN SERVICE AT THE END OF THE YEAR.

LYNX
Operating Expenses by Object
Last Ten Years
Dollars in Millions
(Unaudited)

Year	Salaries Wages and Benefits	Purchased Transportation Services	Materials and Supplies	Professional Services	Leases and Miscellaneous	Casualty Liability Insurance	Utilities Taxes Licenses	Depr	Total Expenses
1998	29.1	7.5	4.8	3.6	1.3	1.4	0.6	11.1	59.4
1999	31.9	8.2	5.0	3.2	1.8	1.1	0.7	8.0	59.9
2000	35.6	10.7	6.4	4.8	1.7	1.0	0.7	8.5	69.4
2001	37.6	11.5	7.3	4.7	1.7	1.0	0.7	8.9	73.4
2002	44.0	15.8	7.6	6.4	1.8	1.3	1.0	8.9	86.8
2003	45.7	16.5	7.6	8.8	1.5	1.2	1.0	9.0	91.3
2004	46.8	13.6	8.0	6.6	1.7	1.2	0.9	7.7	86.5
2005	49.8	13.8	11.4	7.0	1.9	1.0	1.2	8.7	94.8
2006	51.5	12.5	14.2	6.1	1.7	1.5	1.6	9.2	98.3
2007	55.5	15.8	15	6.4	1.7	2.1	1.4	10	107.9



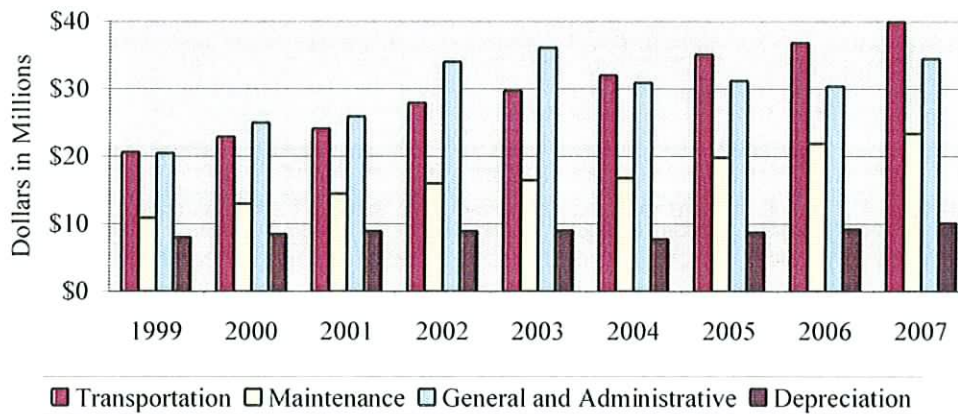
Source: Financial Statements

LYNX
Operating Expenses by Function
Last Nine Years
Dollars in Millions

(Unaudited)

Year	Transportation	Maintenance	General and Administrative	Depreciation	Total Operating Expenses
1999	20.6	10.9	20.5	8.0	59.9
2000	22.9	13.0	25.0	8.5	69.4
2001	24.1	14.5	25.9	8.9	73.4
2002	27.9	16.0	34.0	8.9	86.8
2003	29.7	16.5	36.1	9.0	91.3
2004	32.0	16.8	30.9	7.7	86.5
2005	35.1	19.8	31.2	8.7	94.8
2006	36.8	21.9	30.4	9.2	98.3
2007	39.9	23.4	34.5	10.1	107.9

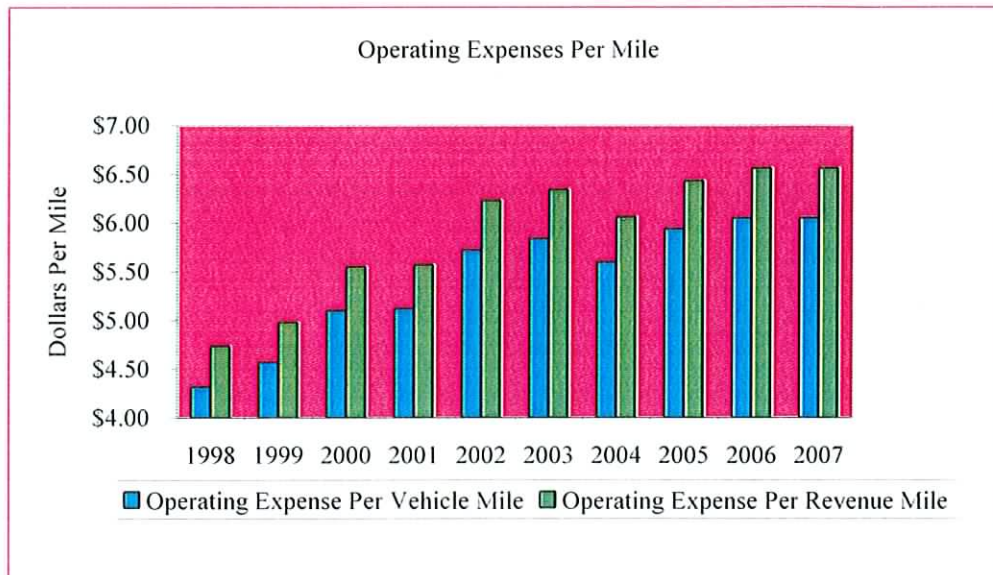
Total Operating Expenses by Function



Source: Financial Statements
 NTD Report FY 2007

LYNX
Operating Expenses Per Mile
Last Ten Fiscal Years
(Unaudited)

Fiscal Year	Vehicle Miles	Revenue Miles	Operating Expense Per Vehicle Mile	Operating Expense Per Revenue Mile
1998	11,183,803	10,195,961	4.32	4.74
1999	11,361,921	10,431,623	4.57	4.98
2000	11,932,931	10,967,378	5.10	5.55
2001	12,595,793	11,576,926	5.12	5.57
2002	13,625,743	12,504,319	5.72	6.23
2003	14,083,287	12,986,576	5.84	6.34
2004	14,081,298	13,006,713	5.60	6.06
2005	14,488,566	13,398,280	5.94	6.43
2006	14,726,834	13,593,266	6.05	6.56
2007	15,475,289	14,072,186	6.32	6.95



Source: Financial Statements
National Transportation Database

LYNX
Risk Management
Insurance Policies - Fiscal Year 2007

(Unaudited)

Agent & Ins Co	Policy	Premium	Limits	Per Occurrence	Deductible	
Public Risk Insurance Agency						
Preferred Government Insurance Trust	Property/Inland Marine					
	Buildings & Contents/Inland Marine	\$530,424	\$41,762		\$5,000/\$1,000	
	Named Windstorm				\$25,000 or 2%	
	Flood Sublimit		\$2,000,000		\$5,000	
	Earthquake		\$1,000,000		\$5,000	
	Equipment Breakdown					
	Total Crime Premium	\$1,165				
	Employee Dishonesty			\$250,000	\$250,000	\$1,000
	Money & Security Inside			\$50,000		\$1,000
	Money & Security Outside			\$50,000		\$1,000
	Forgery or Alteration			\$100,000		\$1,000
	Computer Fraud			\$250,000		\$1,000
	Directors & Officers/Employment Practices & Terrorism		\$27,894			
	Each Wrongful Act Other Than an Employment Practice Violation			\$2,000,000		\$50,000
	Each Employment Practice Violation					\$100,000
	PD Liability combined		\$500			
	Garage Keepers			\$1,000,000		\$5,000
	Auto Physical Damage		\$84,644			
	Van Pool Comprehensive			Actual Cash Value		\$1,000
	Van Pool Special Perils			Actual Cash Value		\$1,000
	Per Van Pool Vehicle			Actual Cash Value		\$1,000
	Van Pool Vehicle Collision			Actual Cash Value		\$1,000
	Support Vehicle Comprehensive			Actual Cash Value		\$1,000
	Support Vehicle Special Perils			Actual Cash Value		\$1,000
	Per Support Vehicle			Actual Cash Value		\$1,000
	Support Vehicle Collision			Actual Cash Value		\$1,000
	Buses Comprehensive			Actual Cash Value		\$10,000
	Buses Special Perils			Actual Cash Value		\$10,000
	Per Bus			Actual Cash Value		\$10,000
	Bus Collision			Actual Cash Value		\$10,000
	Access Lynx Comprehensive			Actual Cash Value		\$1,000
	Access Lynx Special Perils			Actual Cash Value		\$1,000
	Per Access Lynx Vehicle			Actual Cash Value		\$1,000
Access Lynx Vehicle Collision			Actual Cash Value		\$1,000	
Road Rangers Comprehensive			Actual Cash Value		\$250	
Road Rangers Special Perils			Actual Cash Value			
Per Road Ranger Vehicle			Actual Cash Value			
Road Ranger Vehicle Collision			Actual Cash Value		\$500	
Wages Comprehensive			Actual Cash Value		\$250	
Wages Special Perils			Actual Cash Value			
Per Wages Vehicle			Actual Cash Value			
Wages Vehicle Collision			Actual Cash Value		\$500	
Auto Liability (21 leased buses)		\$111,164	Actual Cash Value	3,000,000.00 each accident	\$100,000	

LYNX
Risk Management
Insurance Policies - Fiscal Year 2007

(Unaudited)

Agent & Ins Co	Policy	Premium	Limits	Per Occurrence	Deductible
Public Risk Insurance Agency					
Preferred Government Insurance Trust	Road Rangers/Wages	\$30,507			\$0
	Liability		\$300,000		
	UM		\$50,000		
U.S. Specialty	Fiduciary	\$4,075	\$2,000,000		
AIG - Commerce & Industry Ins Co.	Storage Tank TP Liability	\$6,250			
	& Corrective Action				
	1200 W South Street		\$2,000,000	\$1,000,000	\$5,000
	1925 Princeton		\$2,000,000	\$1,000,000	\$5,000
	Certified Acts of Terrorism				
Cigna Group	Group Travel Accident	\$3,738			
	(Felonious Assault)		\$100,000		\$0
	aggregate		\$500,000		
Preferred Governmental Insurance Liability	Excess Liability	\$22,366			
	General Liability		\$2,000,000	\$1,000,000	\$200,000
	Automotive Liability		\$2,000,000	\$1,000,000	\$200,000
	Excess Workers' Compensation				\$350,000
	Excess Workers' Compensation	\$119,532			
	Bus operators		\$1,000,000		\$350,000
	Maintenance		\$1,000,000		\$350,000
	Clerical		\$1,000,000		\$350,000
Total Premiums		\$942,259			

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CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY
 SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
 YEAR ENDED SEPTEMBER 30, 2007

FEDERAL GRANTOR/PROGRAM TITLE	Federal CFDA Number	Project Number	Program or Award Amount	September 30, 2006 Receivable	Receipts	Expenditures	September 30, 2007 Receivable
U.S. Department of Transportation							
CDBG	14-228	12-0051	\$ 25,000	\$ 900	\$ (1,872)	\$ 972	\$ -
			25,000	900	(1,872)	972	-
DHS	97-075	08-105-66-13-00-20	908,186	-	-	880	880
			908,186	-	-	880	880
Federal Transit - Section 3:							
Capital assistance	20-500	FL03-0165	16,263,713	12,356	(12,360)	1,479,499	1,479,495
Capital assistance	20-500	FL03-0220-F	3,120,930	1,225	(4,390)	12,241	8,976
Capital assistance	20-500	FL03-0220-F	1,522,430	-	-	-	-
Capital assistance	20-500	FL03-0206	4,100,000	-	-	-	-
Capital assistance	20-500	FL03-0254	5,034,467	-	-	-	-
Passed through the City of Orlando	20-500	FL03-0126	11,144,100	20,265	-	-	20,265
Capital assistance	20-500	FL04-0301	3,429,530	-	(587,798)	1,303,426	715,628
			44,615,170	33,846	(604,648)	1,463,616	892,814
Federal Transit - Section 9:							
Capital assistance	20-507	FL90-X316	10,018,827	-	-	-	-
Capital assistance	20-507	FL90-X361	15,806,171	-	-	-	-
Capital assistance	20-507	FL90-X397	16,026,868	2,806,338	(2,854,790)	456,444	407,992
Capital assistance	20-507	FL90-X411	17,870,785	328,004	(315,745)	322,876	335,135
Capital assistance	20-507	FL90-X469	21,675,665	32,624	(155,556)	2,456,793	2,333,861
Capital assistance	20-507	FL90-X454	21,329,471	1,992,158	(5,726,394)	3,874,801	1,40,565
Capital assistance	20-507	FL90-X501	21,062,972	61,059	(1,084,257)	1,187,534	164,336
Capital assistance	20-507	FL90-X530	20,736,622	10,828,624	(11,717,447)	1,728,038	839,215
Capital assistance	20-507	FL90-X552	18,146,704	-	(3,666,101)	383,641	783
Capital assistance	20-507	FL90-X567	5,754,610	3,293,243	(4,508,730)	9,448,869	4,941,139
Capital assistance	20-507	FL90-X604	19,380,012	-	-	2,691,901	2,691,901
Capital assistance	20-507	FL95-X001	4,758,525	-	-	22,551,897	11,854,927
			192,567,222	19,332,050	(30,029,020)	22,551,897	32,746
Federal Transit - Section 8:							
Passed through the Metropolitan Orlando							
	20-505	FL80-X014	1,45,418	-	-	-	-
	20-505	FL80-X013	132,356	-	-	-	-
	20-505	FL80-X015	1,45,192	43,528	(43,528)	-	-
	20-505	FL80-X016	2,59,092	-	(226,346)	2,59,092	32,746
	20-505	FL80-X011	121,962	-	-	-	-
	20-505	FL80-X010	98,238	-	-	-	-
	20-505	FL80-X009	93,107	-	-	-	-
	20-505	995,365	995,365	43,528	-	2,59,092	32,746

(Continued)

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
YEAR ENDED SEPTEMBER 30, 2007

FEDERAL GRANTOR/PROGRAM TITLE	Federal CFDA Number	Project Number	Program or Award Amount	September 30, 2006 Receivable	Receipts	Expenditures	September 30, 2007 Receivable
Federal Transit: Section 18: Passed through Florida Department of Transportation-Planning assistance	20.509	AM731	420,229 420,229	228,949 228,949	(228,949) (228,949)	420,229 420,229	420,229 420,229
Federal Transit: Section 26 Planning assistance	20.514	FL26-0010 FL26-1001 FL26-7008 FL26-7011 FL26-7024 FL26-7035 FL26-7101 FL26-7107	1,247,913 140,000 750,000 2,336,000 50,000 197,000 150,000 400,000	421,728	(962,855) - - - (351) (67,479) (150,000) (1,180,685)	541,127 35,810 - - - 31,083 104,335 712,355	- 35,810 - - 15,474 39,748 - 195,367
State Infrastructure Bank loan Passed through FDOT	20.516 20.516	FL57-X001 FL37-X024	314,866 549,368 864,234	467	(103,306) (9,306) (112,612)	120,064 190,047 223,111	17,225 93,741 110,966
	20.205	AO170	7,140,000	-	2,640,000	2,640,000	-
TOTAL EXPENDITURES OF FEDERAL AWARDS			\$ 251,892,143	\$ 20,303,437	\$ (29,517,786)	\$ 28,272,152	\$ 13,507,929
NONOPERATING REVENUE PORTION						11,102,968	
SIB loan						2,640,000	
CONTRIBUTED CAPITAL						14,529,184	

See Notes to Schedules of Expenditures of Federal Awards and Local and State Financial Assistance

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY
SCHEDULE OF LOCAL FINANCIAL ASSISTANCE
YEAR ENDED SEPTEMBER 30, 2007

GRANT NUMBER/ SOURCE	Program or Award Amount	September 30,			September 30,
		2006 Deferral (Receivable)	Transfers/ Receipts	Expenditures	2007 Deferral (Receivable)
LOCAL MATCHING GRANTS:					
N/A, AOG37	\$ 2,818,928	\$ -	\$ 324,968	\$ 324,968	\$ -
N/A, AM009	1,250,000	-	209,856	209,856	-
N/A, ANM39	147,954	-	4,025	4,025	-
N/A, AON61	251,906	-	123,147	123,147	-
N/A, AON64	229,770	-	36,070	36,070	-
N/A, AON65	252,488	-	84,026	84,026	-
N/A, AOR55	473,522	-	123,421	123,421	-
N/A, AOU99	1,137,020	-	52,894	52,894	-
N/A, ANM29	210,100	-	(150)	(150)	-
N/A, AO209	2,697,830	-	(3,170)	(3,170)	-
N/A, A1973	2,000,000	-	15,848	15,848	-
N/A, FL26-7035	197,000	-	22,399	22,399	-
N/A, FL26-1001	205,000	-	3,838	3,838	-
N/A, FL26-7107	400,000	-	3,500	3,500	-
N/A, FL57-X001	314,866	-	1,530	1,530	-
Seminole County (LYNX Operating Center)	-	(400,000)	400,000	-	-
Orange County (LYNX Operating Center)	-	3,118,000	-	3,117,016	984
Orange County (Bus Lease)	-	-	1,298,337	37,592	1,260,745
Other Local Capital	-	100,000	345,399	326,682	118,717
Total matching grants	\$ 12,586,384	\$ 2,818,000	\$ 3,045,938	4,483,492	\$ 1,380,446
Nonoperating revenue portion				37,592	
Reserves				65,957	
Customer fares and operating assistance				726,389	
Contributed capital portion				<u>\$ 3,653,554</u>	
LOCAL GRANTS AND CONTRACT SERVICES:					
Operating assistance:					
Orange County operating		\$ -	\$ 37,214,003	\$ 37,214,003	\$ -
City of Orlando		-	4,524,658	4,524,658	-
Seminole County		-	1,384,438	1,384,438	-
Osceola County		-	852,071	852,071	-
City of Kissimmee		-	166,358	166,358	-
City of St. Cloud		-	80,224	80,224	-
Total non-operating revenue portion		\$ -	\$ 44,221,752	\$ 44,221,752	\$ -
Contract services:					
Seminole County		\$ -	\$ 3,468,611	\$ 3,468,611	\$ -
Osceola County		-	3,667,539	3,667,539	-
City of Orlando (LYMIMO)		(217,891)	1,315,049	1,199,894	(102,736)
City of Kissimmee		-	153,642	153,642	-
City of Altamonte Springs		-	130,000	130,000	-
City of St. Cloud		-	93,968	93,968	-
City of Sanford		-	100,000	100,000	-
Shingle Creek		(24,306)	252,012	248,156	(20,450)
Votran		(28,425)	157,841	172,371	(42,955)
Lake County		-	247,656	247,656	-
Total Local Financial Assistance		(270,622)	9,586,318	9,481,837	(166,141)
Other Contractual Services					
Local		(1,420,142)	3,103,127	3,121,087	(1,438,102)
State		(1,503,593)	5,507,734	5,508,273	(1,504,132)
Total Other Contractual Services		(2,923,735)	8,610,861	8,629,360	(2,942,234)
Total contract services		\$ (3,194,357)	\$ 18,197,179	\$ 18,111,197	\$ (3,108,375)

*Amounts are included as restricted net assets, as they relate to receipts that are restricted for matching. See notes to Schedules of Expenditures of Federal Awards and Local and State Financial Assistance.

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY
SCHEDULE OF STATE FINANCIAL ASSISTANCE
YEAR ENDED SEPTEMBER 30, 2007

STATE GRANTOR PROGRAM TITLE, CONTRACT NO., WPI NO., JOB NO.	CSFA Number	Program or Award Amount	September 30, 2006 Receivable	Receipts Adjustments	Expenditures	September 30, 2006 Receivable
Florida Department of Transportation						
N/A, ANK61	55.020	\$ 7,600,000	\$ -	\$ (704,233)	\$ 704,233	\$ -
N/A, AA252, 5817939, 0000-3882	55.014	7,124,000	2,138,593	(2,952,273)	812,016	(1,664)
N/A, AM009	55.014	1,250,000	73,999	(272,705)	198,706	-
N/A, AOE57	55.026	2,640,000	-	(2,640,000)	2,640,000	-
N/A, AOA59	55.012	200,000	-	(43,155)	99,950	56,795
N/A, AO345	55.014	60,000	-	-	-	-
N/A, AO209	55.001	674,458	587,302	(559,276)	(28,526)	-
N/A, AL790	55.007	402,422	-	-	-	-
N/A, AM743	55.010	7,644,314	-	(8,185,690)	8,185,690	-
N/A, AI561	55.007	777,910	-	-	-	-
N/A, ANM39	55.007	262,779	67,991	(72,016)	4,025	-
N/A, AON61	55.007	251,906	-	(61,441)	123,147	61,706
N/A, ANM29	55.012	210,000	9,784	(9,634)	(150)	-
N/A, AON64	55.012	229,770	-	-	36,070	36,070
N/A, AON65	55.012	252,488	-	(55,167)	84,025	28,858
N/A, AOR55	55.012	473,522	-	-	123,421	123,421
N/A, AOU99	55.012	1,137,020	-	-	52,894	52,894
N/A, AN937	55.007	34,959	31,463	(31,463)	-	-
N/A, AJ973	N/A	2,000,000	73,009	(88,857)	15,848	-
		<u>33,225,548</u>	<u>2,982,641</u>	<u>(15,675,910)</u>	<u>13,051,349</u>	<u>358,080</u>
Florida Transportation Disadvantaged Commission						
N/A, AOG37	55.001	2,818,928	-	(1,682,985)	2,496,966	813,981
N/A, AOU11	55.001	2,872,521	-	-	624,121	624,121
N/A, AO209	55.001	674,458	1,420,142	(1,420,142)	-	-
N/A, AK605	55.001	1,700,130	-	-	-	-
		<u>8,066,037</u>	<u>1,420,142</u>	<u>(3,103,127)</u>	<u>3,121,087</u>	<u>1,438,102</u>
TOTAL STATE FINANCIAL ASSISTANCE		\$ 41,291,585	\$ 4,402,783	\$ (18,779,037)	\$ 16,172,436	\$ 1,796,182
Other State Contracts						
N/A, BD999	N/A	3,124,000	396,820	(1,314,390)	1,800,150	882,580
TOTAL STATE FINANCIAL ASSISTANCE AND OTHER STATE CONTRACTS		\$ 44,415,585	4,799,603	(20,093,427)	17,972,586	\$ 2,678,762
ADJUSTMENTS: WAGES PASSES			(12,037)	12,037	-	-
ADJUSTED TOTAL STATE FINANCIAL ASSISTANCE AND OTHER STATE CONTRACTS			\$ 4,787,566	\$ (20,081,390)	17,972,586	\$ 2,678,762
CONTRACT SERVICES PORTION					2,527,472	
NONOPERATING REVENUE PORTION					10,435,137	
SIB Loan					704,233	
CONTRIBUTED CAPITAL PORTION					\$ 4,305,744	

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY

**NOTES TO SCHEDULES OF EXPENDITURES OF FEDERAL AWARDS AND
LOCAL AND STATE FINANCIAL ASSISTANCE
YEAR ENDED SEPTEMBER 30, 2007**

1. The Schedules of Expenditures of Federal Awards and Local and State Financial Assistance are prepared on the accrual basis of accounting.
2. All grants subject to the Florida Single Audit Act are included in the Schedule of State Financial Assistance.
3. The Authority utilized state toll revenue credits received from the Florida Department of Transportation under the following awards to satisfy federal and state matching requirements:

<u>Grant</u>	<u>Award Amount</u>	<u>Toll Revenue Credits Applied during Fiscal 2007</u>
FL-03-0165	\$ 16,263,713	\$ 36,987
FL-04-0301	3,429,530	325,857
FL-90-X411	17,870,785	114,111
FL-90-X469	21,675,665	80,719
FL-90-X454	21,329,471	614,198
FL-90-X501	21,062,972	968,700
FL-90-X530	20,736,622	296,884
FL-90-X552	18,146,704	432,010
FL-90-X567	5,754,610	95,910
FL-90-X604	19,380,012	2,362,467
FL-95-X001	4,758,525	672,975
Total	<u>\$ 170,408,609</u>	<u>\$ 6,000,818</u>

4. Contract services presented on the Schedule of Local Financial Assistance include only those services provided to local governmental units.

**Report of Independent Certified Public Accountants on Internal Control over
Financial Reporting and on Compliance and Other Matters Based on an
Audit Performed in Accordance with *Government Auditing Standards***

To the Board of Directors of
Central Florida Regional Transportation Authority:

We have audited the financial statements of Central Florida Regional Transportation Authority d/b/a LYNX (the "Authority"), as of and for the year ended September 30, 2007, and have issued our report thereon dated March 18, 2008. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America.

Internal Control over Financial Reporting

In planning and performing our audit, we considered the Authority's internal control over financial reporting as a basis for designing our auditing procedures for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Authority's internal control over financial reporting. Accordingly, we do not express an opinion on the effectiveness of the Authority's internal control over financial reporting.

Our consideration of internal control over financial reporting was for the limited purpose described in the preceding paragraph and would not necessarily identify all deficiencies in internal control that might be significant deficiencies or material weaknesses. However, as discussed below, we identified a certain deficiency in internal control over financial reporting that we consider to be a significant deficiency.

A control deficiency exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect misstatements on a timely basis. A significant deficiency is a control deficiency, or combination of control deficiencies, that adversely affects the Authority's ability to initiate, authorize, record, process, or report financial data reliably in accordance with generally accepted accounting principles such that there is more than a remote likelihood that a misstatement of the Authority's financial statements that is more than inconsequential will not be prevented or detected by the Authority's internal control. We consider the deficiency identified as finding # 2007-1 and described on the accompanying Schedule of Findings and Questioned Costs to be a significant deficiency in internal control over financial reporting.

Management's written response to the significant deficiency identified in our audit has not been subjected to the auditing procedures applied in the audit of the financial statements and,

accordingly, we express no opinion on it.

A material weakness is a significant deficiency, or combination of significant deficiencies, that results in more than a remote likelihood that a material misstatement of the financial statements will not be prevented or detected by the Authority's internal control.

Our consideration of internal control over financial reporting was for the limited purpose described in the first paragraph of this section and would not necessarily identify all deficiencies in internal control that might be significant deficiencies or material weaknesses. However, we believe that the significant deficiency described above is not a material weakness.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Authority's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported herein under *Government Auditing Standards*.

This report is intended solely for the information and use of the Board of Directors, management, and applicable federal and state agencies, and is not intended to be and should not be used by anyone other than these specified parties.

Orlando, Florida
March 18, 2008

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**Report of Independent Certified Public Accountants on Compliance and Internal Control
over Compliance Applicable to each Major Federal Awards
Program and State Financial Assistance Project**

To the Board of Directors
Central Florida Regional Transportation Authority:

Compliance

We have audited the compliance of Central Florida Regional Transportation Authority d/b/a LYNX (the "Authority") with the types of compliance requirements described in the *U.S. Office of Management and Budget (OMB) Circular A-133 Compliance Supplement*, and the requirements described in the Executive Office of the Governor's State Projects Compliance Supplement, that are applicable to each of its major federal awards programs and state financial assistance projects for the year ended September 30, 2007. The Authority's major federal awards programs and state financial assistance projects are identified in the summary of auditors' results section of the accompanying Schedule of Findings and Questioned Costs. Compliance with the requirements of laws, regulations, contracts, and grants applicable to each of its major federal awards programs and state financial assistance projects is the responsibility of the Authority's management. Our responsibility is to express an opinion on the Authority's compliance based on our audit.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*; and Chapter 10.550, Rules of the Auditor General. Those standards, OMB Circular A-133, and Chapter 10.550, Rules of the Auditor General, require that we plan and perform the audit to obtain reasonable assurance about whether non-compliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal awards program or state financial assistance project occurred. An audit includes examining, on a test basis, evidence about the Authority's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion. Our audit does not provide a legal determination of the Authority's compliance with those requirements.

In our opinion, the Authority complied, in all material respects, with the requirements referred to above that are applicable to each of its major federal awards programs and state financial assistance projects for the year ended September 30, 2007.

DRAFT

Internal Control over Compliance

The management of the Authority is responsible for establishing and maintaining effective internal control over compliance with requirements of laws, regulations, contracts, and grants applicable to federal awards programs and state financial assistance projects. In planning and performing our audit, we considered the Authority's internal control over compliance with requirements that could have a direct and material effect on a major federal awards program or state financial assistance project to determine our auditing procedures for the purpose of expressing our opinion on compliance, but not for the purpose of expressing an opinion on the effectiveness of the Authority's internal control over compliance.

A control deficiency in the Authority's internal control over compliance exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect noncompliance with a type of compliance requirement of a federal awards program or state financial assistance project on a timely basis. A significant deficiency is a control deficiency, or combination of control deficiencies, that adversely affects the Authority's ability to administer a federal awards program or state financial assistance project such that there is more than a remote likelihood that noncompliance with a type of compliance requirement of a federal awards program or state financial assistance project that is more than inconsequential will not be prevented or detected by the Authority's internal control.

A material weakness is a significant deficiency, or combination of significant deficiencies, that results in more than a remote likelihood that material noncompliance with a type of compliance requirement of a federal awards program or state financial assistance project will not be prevented or detected by the Authority's internal control.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and would not necessarily identify all matters in the internal control that might be significant deficiencies or material weaknesses. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above.

This report is intended solely for the information and use of the Board of Directors, management and applicable state and federal agencies, and is not intended to be and should not be used by anyone other than these specified parties.

Orlando, Florida
March 18, 2008

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**Schedule of Findings and Questioned Costs –
Federal Awards Programs and State Financial Assistance Projects
for the year ended September 30, 2007**

PART I - SUMMARY OF AUDITORS' RESULTS

1. The Independent Auditors' Report on the financial statements expresses an unqualified opinion.
2. One significant deficiency relating to the audit of the financial statements is reported in the Independent Auditors' Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*. This matter is not considered a material weakness.
3. No instances of noncompliance material to the financial statements were disclosed during the audit.
4. No significant deficiencies relating to the audit of major federal or state financial assistance projects are reported in the Independent Auditors' Report on Compliance and Internal Control over Compliance Applicable to each Major Federal Awards Program and State Financial Assistance Project expresses an unqualified opinion.
5. The Independent Auditors' Report on Compliance for each Major Federal Awards Program and State Financial Assistance Project expresses an unqualified opinion.
6. There were no audit findings relative to major federal awards programs.
7. There were no audit findings relative to major state financial assistance projects.
8. The programs/projects tested as major programs/projects included the following:

<u>Federal Programs</u>	<u>Federal CFDA No.</u>
Federal Transit Cluster	20.500/507
State Infrastructure Bank Loan	20.205
<u>State Projects</u>	<u>State CSFA No.</u>
Public Transit Block Grant	55.010
State Infrastructure Bank Loan	55.020
Transportation Regional Incentive Program	55.026

9. The threshold for distinguishing Type A and Type B programs/projects was \$848,165 for major federal awards programs and \$485,173 for major state financial assistance projects.

Schedule of Prior Audit Findings –
Federal Awards Programs and State Financial Assistance Projects
for the year ended September 30, 2007

PART I - SUMMARY OF AUDITORS' RESULTS (CONTINUED)

10. The Authority qualified as a low-risk auditee for federal Single Audit purposes, as that term is defined in OMB Circular A-133.

PART II - FINDINGS – FINANCIAL STATEMENTS

This section identifies the significant deficiencies, material weaknesses, and instances of noncompliance related to the financial statements that are required to be reported in accordance with *Government Auditing Standards*. The following is considered a significant deficiency:

Year End Journal Entry Review:

Observation 2007-01: We noted the year-end compensated absences accrual calculation incorrectly excluded fringe benefits and related payroll taxes, resulting in understating the accrual by approximately \$580,000 prior to correction resulting from the audit process.

Recommendation: We recommend that support for accruals be carefully reviewed for propriety and accuracy to ensure compliance with generally accepted accounting principles.

Management's Response:**PART III - FINDINGS AND QUESTIONED COSTS – MAJOR FEDERAL AWARDS PROGRAMS**

There are no findings or questioned costs reported.

PART IV - FINDINGS AND QUESTIONED COSTS – MAJOR STATE FINANCIAL ASSISTANCE PROJECTS

There are no findings or questioned costs reported.

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Schedule of Prior Audit Findings –
Federal Awards Programs and State Financial Assistance Projects
for the year ended September 30, 2007

The Authority had no prior year findings related to the testing of its federal awards programs or state financial assistance projects.

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Information Item A: Legislative Priorities and Update

To: LYNX Board Of Directors

From: James McLawhorn
CHIEF GOVT AFFAIRS OFFICER

Bryan Stutts
(Technical Contact)

Phone: 407.841.2279 ext: 6064

Item Name: Legislative Priorities and Update

Date: 3/27/2008

- **Charter County Parity**

LYNX supports establishing Charter County parity with the removal of the date January 1, 1984 from state legislation.

Bills to Watch: Relating to Charter County Transit System Surtax

HB0747 – Representative Dennis Ross (R-Lakeland)

Passed the Urban and Local Affairs unanimously,

Next up, Government Efficiency Accountability Committees and the Policy and Budget Council.

SB1626 – Senator J.D. Alexander (R-Winter Haven)

Not yet heard in the Senate,

Referred to Transportation, Community Affairs, Finance and Tax, and the Transportation and Economic Development Appropriations Committees.

- **Advance Central Florida Commuter Rail Project**

LYNX supports efforts to advance the Central Florida Commuter Rail Project during the 2008 legislative session and is working with our funding partners as well as regional groups to advance this endeavor.

Bills to Watch: Relating to Commuter Rail Service

SB1666 – Senator Carey Baker (R-Eustis)

Allows FDOT to assume liability for rail corridors purchased by the State. Referred to Transportation, Governmental Operations, Judiciary, and Transportation and Economic Development Appropriations Committees.

- **Strengthening of Transportation Disadvantaged Coordination**

LYNX supports legislation that:

- Requires all state agencies to identify dollars spend on non-emergency transportation services to disadvantaged clients;
- Requires all state agencies to pay the approved transportation rates established in local service plans;
- Strengthens alternative provider procedures for state agencies

Bills to Watch: Relating to Transportation Disadvantaged / Services

SB0788 – Senator Mike Fasano (R-New Port Richey)

HB1175 – Representative Julio Robaina (R-Miami)

- **Reducing Greenhouse Gas Emissions**

LYNX will meet Governor Crist's call for 10% reduction of greenhouse gases.

- \$2.5 million grant awarded by Florida Department of Environmental Protection allows LYNX to annually replace 1.2 million gallons of diesel with a clean, renewable, carbon neutral energy source.
- Decreases dependence on foreign energy suppliers.
- Spurs Florida's economy with jobs in new fuel and technology sector.
- In the event of hurricanes, LYNX will be able to utilize 100% Biodiesel to keep the fleet running.

- **Authorization of \$2 Local Option Rental System Surtax**

The voter-approved local option rental car surcharge of \$2 per day could generate \$40 million for critical transportation projects in Central Florida.

- **Increased Medicaid Funding for Transportation Disadvantaged**

To fulfill Access LYNX obligations and to achieve state-mandated levels for our most vulnerable citizens by increasing funding earmarked to the coordinated system.

- **LYNX will continue to...**

- Monitor transportation-related legislation to ensure transit efforts are not negatively influenced
- Support legislative priorities of partner organizations that are consistent with the direction provided by the LYNX Board of Directors and that will advance the interests of our region

Information Item B: FlexBus Update

To: LYNX Board Of Directors

From: Linda Watson
CHIEF EXECUTIVE OFFICER

Phone: 407.841.2279 ext: 6017

Item Name: FlexBus Update

Date: 3/27/2008

To provide the Board of Directors notification from the City of Altamonte Springs that they cannot proceed with the FlexBus project at this time. Inasmuch as, local and private funding remains programmed and committed, the state has indicated it cannot program additional funding for the project and the federal government has not provided construction funding.

A copy of the letter dated March 6, 2008 to LYNX from the City of Altamonte Springs follows.



March 6, 2008

Linda Watson
Chief Executive Officer
LYNX
455 North Garland Avenue
Orlando, Florida 32801

RE: FLEXBUS

Dear Linda:

Most agencies in the region now accept that land use planning and transit planning are inextricably linked. Without the former, the latter fails - or is likely destined to fail.

Altamonte Springs has been at the forefront of that movement for years. Transit and land use planning – and importantly, the funding requirements that go with it – have been part of our land use policies for more than two decades. In fact, the City was the founding member (and principal funding partner) of the original Central Florida Commuter Rail Authority, the predecessor agency to what LYNX and the Central Florida Commuter Rail Authority, by interlocal agreement, are today.

Twenty years ago, sprawl was taking over central Florida and it has worsened each day since. The City's land use policies recognize that bringing density and intensity closer to urban centers is a key to combating urban sprawl. Transit is a part of that strategy. In 1999, we initiated an innovative transit approach based on integrating bus rapid transit, technology, and land use planning. The approach we created was hailed by then-Federal Transit Administrator Jenna Dorn as a model for land use and transit planning worthy of national notice and imitation.

That project is now called FlexBUS. Flexible, responsive, and integrated into the urban form, the FlexBUS project advanced through a variety of partnerships with Seminole and Orange counties, LYNX, and the cities of Maitland and Winter Park. Eventually, FDOT took over the FlexBUS in 2003 to perform the final engineering. Though originally anticipated to be about an eighteen-month effort, it was not until 2007 that the final engineering study was completed. And by that time, Florida's economic climate had changed markedly.

Local and private funding is in place and most necessary right-of-way in the first phase is acquired. However, the state indicates that it can program no additional funding for this project at this time, and the federal government has not provided construction

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Letter to Linda Watson, cont.
Re: FlexBUS
March 6, 2008

funding. This is an unusual example of a transit project that has local and private funding in place, but we cannot and should not go it alone.

Therefore, we will suspend the FlexBUS for the time being and we will re-initiate the FlexBUS in the near future. In the interim, we will work with the cities of Longwood and Casselberry, as well as Seminole County, to ensure that connectivity to the commuter rail stations is achieved.

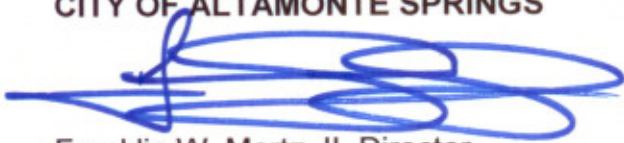
Given that local and private funding is in place, and remains programmed and committed to the FlexBUS, we urge your agency to take all steps needed to ensure that the Transit Systems Concept Plan and the Long Range Transportation Plan include the FlexBUS.

We are disappointed that we cannot proceed with this much needed transit improvement, but circumstances have conspired to make that impossible at this time.

Please call me with questions relating to this letter at (407) 571-8143.

Sincerely Yours,

CITY OF ALTAMONTE SPRINGS



Franklin W. Martz, II, Director
Growth Management & Community Redevelopment Agency

cc Hon. Russel E. Hauck, Mayor, City of Altamonte Springs
Altamonte Springs City Commission
Hon. Brenda Carey, Seminole County Chairperson
Hon. Carlton Henley, Seminole County Commission
Bert Francis, CPA, CFO, LYNX
Lisa Darnall, COO, LYNX
Doug Jamison, Manager, Strategic Planning, LYNX
Barbara Lipscomb, City Manager, City of Casselberry
Ed Torres, P.E., Director of Public Works, City of Casselberry
Hon. John C. Maingot, Mayor, City of Longwood
John Drago, City Manager, City of Longwood
Dean Sprague, City Manager, City of Maitland
Secretary Noranne Downs, FDOT, District 5
Karen Adamson, SIS Manager, FDOT, District 5
Harry Barley, Executive Director, METROPLANORLANDO

Monthly Report A: Financial Reports

To: LYNX Board Of Directors

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

Phone: 407.841.2279 ext: 6047

Item Name: Monthly Financial Reports - December 2007

Date: 3/27/2008

Please find attached the monthly financial reports for the three months ending December 31, 2007. LYNX' Statement of Revenues, Expenses, and Changes in Net Assets (Operating Statement) for the three months ending December 31, 2007 reflect total revenue earned in the amount of \$25,693,645 and total expenses incurred in the amount of \$26,103,506 resulting in a net operating loss of \$(409,861).

- Fixed route and Van Pool services resulted in an operating loss of \$(269,023) for first three months of operations.
- Paratransit services resulted in an operating loss of \$(140,838) for the first three months of operations.

Fixed Route Operations:

The fixed route operating loss relates to lower than anticipated revenue for customer fares. Also, LYNX is supporting the cost of various services through operating reserves established from prior year payments and FY2008 funding shortfalls. Due to the significant increases in fuel prices, the cost of fuel continues to run over budget for the first three months of the fiscal year. In addition, expenses relating to professional services and other services are not being accrued on a monthly basis and as such the amounts reported reflect only actual payments year-to-date. These amounts will be adjusted during the year end closing to reflect the amount actually incurred during the fiscal year.

Paratransit Operations:

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

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

	Year to Date			Month of December		
	Budget	Actual	%	Budget	Actual	%
OPERATING REVENUES						
Customer Fares	\$ 5,249,397	\$ 4,894,360	93%	\$ 1,749,799	\$ 1,635,273	93%
Contract Services:						
Local Financial Assistance	2,234,802	2,288,303	102%	744,934	761,883	102%
Other Contractual Services	1,975,467	1,921,588	97%	658,489	447,919	68%
Advertising	612,501	708,615	116%	204,167	262,904	129%
Other Operating Income	174,330	145,273	83%	58,110	53,800	93%
Total Operating Revenues	10,246,497	9,958,139	97%	3,415,499	3,161,779	93%
NONOPERATING REVENUES						
Operating assistance grants:						
Federal	187,500	187,500	100%	62,500	62,500	100%
State of Florida	2,080,697	2,006,110	96%	705,997	668,703	95%
Local	10,984,041	10,282,825	94%	3,661,347	3,427,608	94%
Planning and other assistance grants:						
Federal - Commuter Rail Project	-	-	0%	-	-	0%
Federal - Other	2,741,859	2,492,364	91%	1,091,859	870,926	80%
State of Florida - Commuter Rail Project	-	-	0%	-	-	0%
State of Florida - BRT Circulator Project	-	-	0%	-	-	0%
State of Florida - Other	620,876	557,499	90%	250,438	224,293	90%
Local Matching - BRT Circulator Project	-	-	0%	-	-	0%
Local Matching - Other	47,913	-	N/A	15,971	-	N/A
Interest Income	200,001	209,208	105%	66,667	88,646	133%
Gain / (Loss) on Sale of Assets	-	-	N/A	-	-	N/A
Total Nonoperating Revenues	16,862,887	15,735,506	93%	5,854,779	5,342,676	91%
Fund Balance	641,097	-	0%	213,699	-	0%
Total Revenues	27,750,481	25,693,645	93%	9,483,977	8,504,455	90%
OPERATING EXPENSES						
Salaries and Wages	10,184,076	10,239,351	101%	3,394,692	3,352,714	99%
Fringe Benefits	5,480,577	5,032,890	92%	1,826,859	1,743,843	95%
Purchased Transportation Services	3,867,237	4,209,446	109%	1,289,079	1,274,670	99%
Fuel	3,260,805	3,372,677	103%	1,086,935	1,104,075	102%
Other Materials and Supplies	1,478,847	1,212,839	82%	492,949	403,677	82%
Professional Services	455,188	238,363	52%	354,952	160,130	45%
Other Services	886,759	608,722	69%	476,759	204,436	43%
Lease and Miscellaneous Expenses	450,888	317,183	70%	235,888	102,795	44%
Casualty and Liability Insurance	277,813	351,010	126%	117,813	195,727	166%
Utilities	356,122	268,904	76%	124,061	53,546	43%
Taxes and Licenses	173,654	118,183	68%	61,827	33,307	54%
Interest Expense	66,489	133,938	201%	22,163	44,255	200%
Total Operating Expenses	26,938,455	26,103,506	97%	9,483,977	8,673,175	91%
OPERATING GAIN / (LOSS)	\$ 812,026	\$ (409,861)	-150%	\$ -	\$ (168,720)	0%

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

	Year to Date			Month of December		
	Budget	Actual	%	Budget	Actual	%
OPERATING REVENUES						
Customer Fares	\$ 4,983,608	\$ 4,629,561	93%	\$ 1,662,842	\$ 1,556,239	94%
Contract Services:						
Local Financial Assistance	2,234,802	2,288,303	102%	744,934	761,883	102%
Other Contractual Services	156,867	15,270	10%	52,289	-	0%
Advertising	612,501	708,615	116%	204,167	262,904	129%
Other Income	174,330	145,273	83%	58,110	53,800	93%
	<u>8,162,108</u>	<u>7,787,022</u>	<u>95%</u>	<u>2,722,342</u>	<u>2,634,826</u>	<u>97%</u>
Total Operating Revenues						
NONOPERATING REVENUES						
Operating assistance grants:						
Federal	187,500	187,500	100%	62,500	62,500	100%
State of Florida	2,080,697	2,006,110	96%	705,997	668,703	95%
Local	8,997,900	8,296,684	92%	2,999,300	2,765,561	92%
Planning and other assistance grants:						
Federal - Commuter Rail Project	-	-	0%	-	-	0%
Federal - Other	2,241,858	1,992,363	89%	925,192	704,259	76%
State of Florida - Commuter Rail Project	-	-	0%	-	-	0%
State of Florida - BRT Circulator Project	-	-	0%	-	-	0%
State of Florida - Other	620,876	557,499	90%	250,438	224,293	90%
Local Matching - BRT Circulator Project	-	-	0%	-	-	0%
Local Matching - Other	47,913	-	N/A	15,971	-	N/A
Interest Income	200,001	209,208	105%	66,667	88,646	133%
Gain / (Loss) on the Sale of Assets	-	-	N/A	-	-	N/A
	<u>14,376,745</u>	<u>13,249,364</u>	<u>92%</u>	<u>5,026,065</u>	<u>4,513,962</u>	<u>90%</u>
Total Nonoperating Revenues						
Fund Balance	641,097	-	0%	213,699	-	0%
	<u>23,179,950</u>	<u>21,036,386</u>	<u>91%</u>	<u>7,962,106</u>	<u>7,148,788</u>	<u>90%</u>
Total Revenues						
OPERATING EXPENSES						
Salaries and Wages	10,092,681	10,149,692	101%	3,364,227	3,315,966	99%
Fringe Benefits	5,429,286	4,986,270	92%	1,809,762	1,728,322	95%
Purchased Transportation Services	1,002	1	0%	334	-	0%
Fuel	2,783,460	2,952,624	106%	927,820	963,585	104%
Other Materials and Supplies	1,471,296	1,211,465	82%	490,432	402,873	82%
Professional Services	376,916	226,286	60%	276,680	148,053	54%
Other Services	886,483	608,722	69%	476,667	204,436	43%
Lease and Miscellaneous Expenses	446,397	315,093	71%	234,391	102,235	44%
Casualty and Liability Insurance	277,813	351,010	126%	117,813	195,727	166%
Utilities	340,396	263,532	77%	118,819	57,887	49%
Taxes and Licenses	155,183	106,776	69%	55,670	29,038	52%
Interest Expense	66,489	133,938	201%	22,163	44,255	200%
	<u>22,327,402</u>	<u>21,305,409</u>	<u>95%</u>	<u>7,894,778</u>	<u>7,192,377</u>	<u>91%</u>
Total Operating Expenses						
OPERATING GAIN / (LOSS)	<u>\$ 852,548</u>	<u>\$ (269,023)</u>	<u>-132%</u>	<u>\$ 67,328</u>	<u>\$ (43,589)</u>	<u>-165%</u>

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

	Year to Date			Month of December		
	Budget	Actual	%	Budget	Actual	%
OPERATING REVENUES						
Customer Fares	\$ 265,789	\$ 264,799	100%	\$ 86,957	\$ 79,034	91%
Contract Services:						
Local Financial Assistance	-	-	0%	-	-	0%
Other Contractual Services	1,818,600	1,906,318	105%	606,200	447,919	74%
Advertising	-	-	0%	-	-	0%
Other Operating Income	-	-	0%	-	-	0%
Total Operating Revenues	<u>2,084,389</u>	<u>2,171,117</u>	<u>104%</u>	<u>693,157</u>	<u>526,953</u>	<u>76%</u>
NONOPERATING REVENUES						
Operating assistance grants:						
Federal	-	-	0%	-	-	0%
State of Florida	-	-	0%	-	-	0%
Local	1,986,141	1,986,141	100%	662,047	662,047	100%
Planning and other assistance grants:						
Federal - Commuter Rail Project	-	-	0%	-	-	0%
Federal - Other	500,001	500,001	100%	166,667	166,667	100%
State of Florida - Commuter Rail Project	-	-	0%	-	-	0%
State of Florida - BRT Circulator Project	-	-	0%	-	-	0%
State of Florida - Other	-	-	0%	-	-	0%
Local Matching - BRT Circulator Project	-	-	0%	-	-	0%
Local Matching - Other	-	-	0%	-	-	0%
Interest Income	-	-	0%	-	-	0%
Gain / (Loss) on the Sale of Assets	-	-	0%	-	-	0%
Total Nonoperating Revenues	<u>2,486,142</u>	<u>2,486,142</u>	<u>100%</u>	<u>828,714</u>	<u>828,714</u>	<u>100%</u>
Total Revenues	<u>4,570,531</u>	<u>4,657,259</u>	<u>102%</u>	<u>1,521,871</u>	<u>1,355,667</u>	<u>89%</u>
OPERATING EXPENSES						
Salaries and Wages	91,395	89,659	98%	30,465	36,748	121%
Fringe Benefits	51,291	46,620	91%	17,097	15,521	91%
Purchased Transportation Services	3,866,235	4,209,445	109%	1,288,745	1,274,670	99%
Fuel	477,345	420,053	88%	159,115	140,490	88%
Other Materials and Supplies	7,551	1,374	18%	2,517	804	32%
Professional Services	78,272	12,077	N/A	78,272	12,077	N/A
Other Services	276	-	N/A	92	-	N/A
Lease and Miscellaneous Expenses	4,491	2,090	47%	1,497	560	37%
Casualty and Liability Insurance	-	-	0%	-	-	0%
Taxes and Utilities	15,726	5,372	34%	5,242	(4,341)	-83%
Interest Expense	18,471	11,407	62%	6,157	4,269	69%
Total Operating Expenses	<u>4,611,053</u>	<u>4,798,097</u>	<u>104%</u>	<u>1,589,199</u>	<u>1,480,798</u>	<u>93%</u>
OPERATING GAIN / (LOSS)	<u>\$ (40,522)</u>	<u>\$ (140,838)</u>	<u>-248%</u>	<u>\$ (67,328)</u>	<u>\$ (125,131)</u>	<u>-86%</u>

Monthly Report B: Ridership Report

To:	LYNX Board Of Directors
From:	Lisa Darnall CHIEF OPERATING OFFICER Jennifer Stults (Technical Contact) Eric Smith (Technical Contact) William Hearndon (Technical Contact)
Phone:	407.841.2279 ext: 6036
Item Name:	Ridership Report
Date:	3/27/2008

Average weekday numbers for January 2008 are not included in this report. The fare structure change on January 6th prevents combining data from before and after the fare change, making averages for the month impossible to obtain with current methodologies.

January 2008 Final

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

	January 2007	January 2008	Percentage +/-
Total Monthly	2,237,458	2,256,994	0.9%
Average Weekday	83,566	n/a	n/a
Annual Ridership	8,519,613	9,125,835	7.1%
Number of Weekdays	22	22	0.0%

January 2008 experienced a system-wide ridership total of 2,256,994, showing an increase of 0.9% from the 2,237,458 boardings recorded in January 2007. **System-wide year to date ridership is 9,125,835, up by 7.1% from last year's 8,519,613.** It is possible that the full impact of the fare increase may not be realized for some months.

Fixed Route – Comparison to Prior Year

	January 2007	January 2008	Percentage +/-
Total Monthly	2,155,035	2,193,448	1.8%
Average Weekday	81,069	n/a	n/a
Annual Ridership	8,246,176	8,870,266	7.6%
Number of Weekdays	22	22	0.0%

Fixed route ridership for January 2008 totaled 2,193,448, reflecting an increase of 1.8% when compared to the 2,155,035 passengers carried in January 2007.

Fixed Route – Comparison to Prior Month

	December 2007	January 2008	Percentage +/-
Total Monthly	2,157,775	2,193,448	1.7%
Average Weekday	83,430	n/a	n/a
Number of Weekdays	20	22	10.0%

Comparisons of January 2008 to the prior month's boardings (December 2007) reflect an increase of 1.7% (35,673 riders).

New route comparison to prior month includes:

- Link 204 Clermont Express monthly ridership is 1,854, up 29.0% from December 2007. This increase can be attributed to the higher number of weekdays in January, as well as the holiday season in December causing people to take time off work.
- Link 405 Apopka Circulator monthly ridership is 8,966, up 5.2% from December 2007. This increase can be attributed to the higher number of weekdays in January.
- Link 414 UCF Alafaya-Waterford Lakes Circulator monthly ridership is 6,526, up 10.8% from December 2007. This increase can be attributed to the higher number of weekdays in January, and UCF students being back in school from holiday break.

Individual Fixed Route Comparison to Prior Year

Comparisons of individual route ridership during January 2008 show 10 routes to have experienced a decline in ridership greater than 10% when compared to January 2007.

While ridership on some of the 300's is down, the new Link 305 and the realignment of Link 50 and 56 have picked up much (if not all) of those apparent decreases. Total ridership to Disney is a better indicator of service performance as route alignments have changed to such extent as to make direct comparisons by route difficult. When all Disney service is taken into account (300's, 50, & 56) there is actually an increase of 12.6% over prior year.

Route Decreases Greater Than 10%

- Link 54 – Old Winter Garden Rd. (-17.7%)
- Link 3 – Lake Margaret (-17.0%)
- Link 300-305 – Downtown Disney Direct (-16.0%)
- Link 45 – Lake Mary (-15.2%)
- Link 34 – Sanford/Goldsboro (-14.6%)
- Link 20 – Malibu/Pine Hills (-12.7%)
- Link 40 – Americana/Universal Orlando (-12.1%)
- Link 19 – Richmond Heights (-11.9%)
- Link 49 – W. Colonial Dr./Pine Hills (-11.5%)
- Link 22 – Richmond Estates (-10.2%)

In contrast, January 2008 produced 13 routes with increases of 10% or greater when compared to January 2007.

Link 204 shows an increase of 75.9% over prior year. This is an unrepresentative comparison because service on Link 204 was implemented on December 10th, 2006 and numbers for January 2007 were expectedly low.

Link 30 – Colonial Drive Crosstown had the greatest realistic increase of 44.1%; this is thought to be primarily due to the increase to 30-minute headways.

Link 8 – West Oak Ridge Road/International Drive shows a 17.0% increase over previous year. This increase correlates directly to the improvement of Link 8's headways to 10-minutes with the April 2007 Bid Change.

Link 25 – Silver Star Road shows a 22.5% increase over previous year. This increase correlates directly to the improvement of Link 25's headways to 20-minutes with the August 2007 bid change.

Route Increases Greater Than 10%

- Link 204 – Clermont Express (+75.9%)
- Link 30 – Colonial Dr. Crosstown (+44.1%)
- Link 26 – Pleasant Hill Rd./Poinciana (+24.6%)
- Link 50 – Downtown Orlando/Magic Kingdom (+22.9%)
- Link 25 – Silver Star Rd. (+22.5%)
- Link 200 – Volusia Express (+18.0%)
- Link 8 – W. Oak Ridge Rd./Int'l Dr. (+17.0%)
- Link 56 – West U.S. 192/Magic Kingdom (+13.8%)
- Link 57 – John Young Pkwy. (+13.6%)
- Link 58 – Shingle Creek (+11.0%)
- Link 24 – Millenia (+11.0%)
- Link 5 – Lake George/Fort Gatlin (+10.5%)
- Link 55 – West U.S. 192/Orange Lake (+10.4%)

PickUpLine

For January 2008, PickUpLine ridership was 286 one-way passenger trips.

LYNX MONTHLY RIDERSHIP JANUARY 2008

<i>Service Mode</i>	<i>Oct</i>	<i>Nov</i>	<i>Dec</i>	<i>Jan</i>	<i>Feb</i>	<i>Mar</i>	<i>Apr</i>	<i>May</i>	<i>Jun</i>	<i>Jul</i>	<i>Aug</i>	<i>Sep</i>	<i>TOTAL YEAR</i>
LYMMO	114,798	94,685	91,875	99,272									400,630
All Other Links	2,219,929	2,089,631	2,065,900	2,094,176									8,469,636
Total Fixed Route	2,334,727	2,184,316	2,157,775	2,193,448									8,870,266
Special Shuttles	65	969	95	157									1,286
Access LYNX	51,949	46,138	44,669	47,581									190,337
VanPlan	18,772	15,782	13,584	15,808									63,946
TOTAL	2,405,513	2,247,205	2,216,123	2,256,994									9,125,835
													Final

% Change From Fiscal Year 2007 To Fiscal Year 2008

<i>Service Mode</i>	<i>Oct</i>	<i>Nov</i>	<i>Dec</i>	<i>Jan</i>	<i>Feb</i>	<i>Mar</i>	<i>Apr</i>	<i>May</i>	<i>Jun</i>	<i>Jul</i>	<i>Aug</i>	<i>Sep</i>	<i>TOTAL YEAR</i>
LYMMO	9.8%	-7.9%	-8.3%	-3.2%									-2.3%
All Other Links	10.3%	11.3%	9.3%	2.1%									8.1%
Total Fixed Route	10.3%	10.2%	8.3%	1.8%									7.6%
Special Shuttles	-14.5%	48.2%	-98.6%	-99.2%									-95.3%
Access LYNX	12.1%	3.2%	3.2%	4.4%									5.8%
VanPlan	3.1%	-6.3%	-4.7%	-7.8%									-3.8%
TOTAL	10.2%	10.0%	7.8%	0.9%									7.1%

Fiscal Year 2007

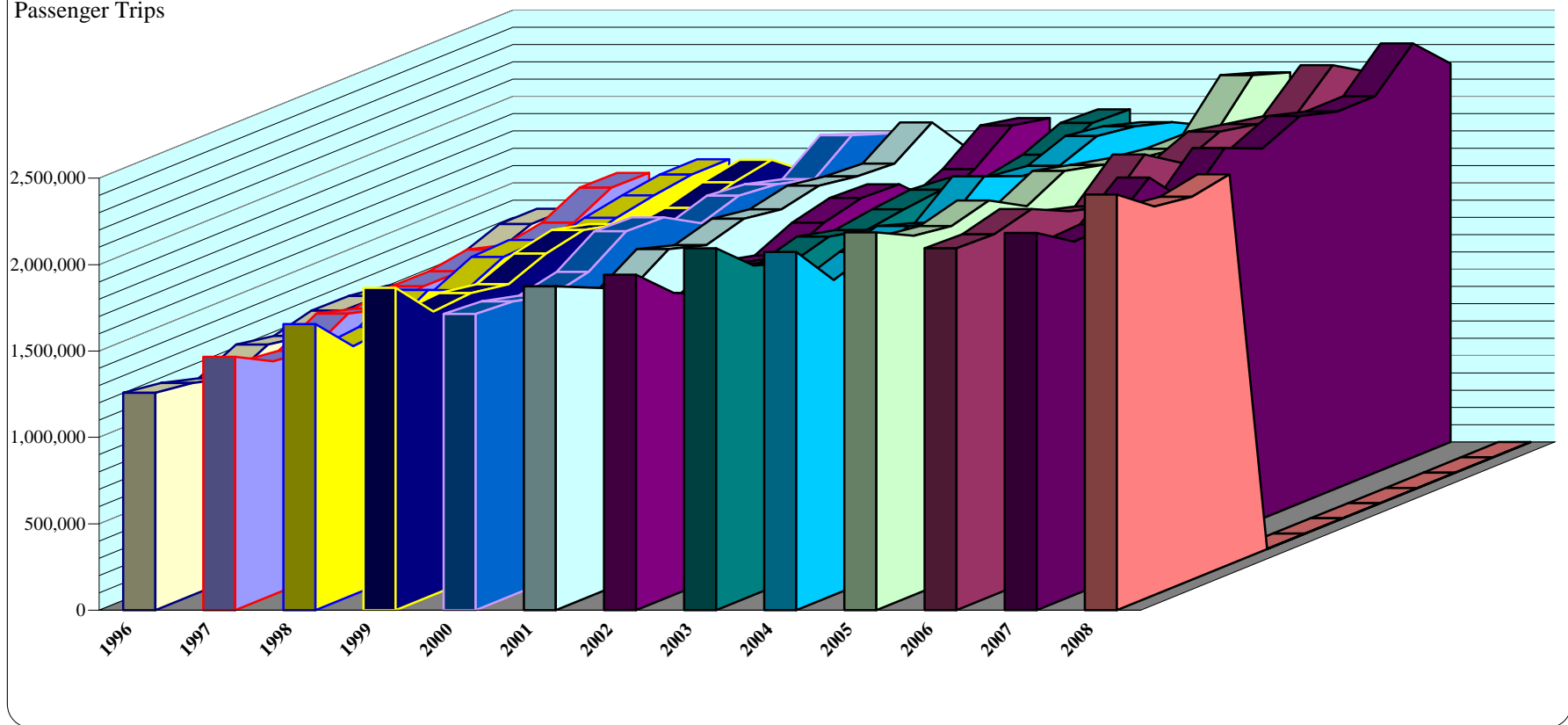
<i>Service Mode</i>	<i>Oct</i>	<i>Nov</i>	<i>Dec</i>	<i>Jan</i>	<i>Feb</i>	<i>Mar</i>	<i>Apr</i>	<i>May</i>	<i>Jun</i>	<i>Jul</i>	<i>Aug</i>	<i>Sep</i>	<i>TOTAL YEAR</i>
LYMMO	104,537	102,808	100,230	102,502	95,244	99,012	93,260	94,228	87,540	88,422	109,469	99,154	1,176,406
All Other Links	2,012,423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

ROUTE RIDERSHIP REPORT

Link No	Route	FY 2007 Average Monthly Ridership	Dec-2007	% Change from Dec 07 to Jan 08	Jan-2008	% Change From Previous Year	Change Jan 2008 From FY 2007 Average Monthly Ridership
1	N Orange Ave./Altamonte Mall	16,657	18,672	-5.4%	17,661	6.8%	6.0%
2	Colonialtown	3,905	3,230	8.1%	3,492	-5.6%	-10.6%
3	Lake Margaret	18,703	17,718	-7.5%	16,383	-17.0%	-12.4%
4	South U.S. 441/Kissimmee	152,966	155,428	-1.1%	153,690	-0.5%	0.5%
5	Lake George/Fort Gatlin	4,587	5,395	-0.7%	5,358	10.5%	16.8%
6	Dixie Belle	16,280	15,358	1.1%	15,527	-7.7%	-4.6%
7	S. Orange Ave./Florida Mall	25,526	26,322	2.1%	26,873	4.6%	5.3%
8	W. Oak Ridge Rd./Int'l Dr.	174,381	194,872	0.7%	196,234	17.0%	12.5%
9	N. Orange Ave./Rosemont	30,304	30,598	-1.1%	30,269	-3.6%	-0.1%
10	East U.S. 192/St. Cloud	21,799	19,931	15.1%	22,933	-4.1%	5.2%
11	S. Orange Ave./OIA	33,788	35,191	1.8%	35,827	2.8%	6.0%
12	Buenaventura Lks/Boggy Ck	7,409	6,936	2.0%	7,078	-9.2%	-4.5%
13	University of Central Florida	33,886	30,889	9.2%	33,734	-1.0%	-0.4%
14	Princeton Street/Plymouth Apts.	5,984	6,952	-8.8%	6,342	1.4%	6.0%
15	Curry Ford Rd./V.C.C. East	45,479	43,132	1.4%	43,752	-7.1%	-3.8%
16	College Park/The Meadows	10,005	9,409	8.7%	10,232	-6.7%	2.3%
17	North U.S. 441/Apopka	50,906	49,419	0.6%	49,691	-7.4%	-2.4%
18	S. Orange Ave./Kissimmee	37,854	40,671	-0.7%	40,379	4.5%	6.7%
19	Richmond Heights	29,829	28,527	-1.0%	28,253	-11.9%	-5.3%
20	Malibu/Pine Hills	66,345	61,152	0.0%	61,125	-12.7%	-7.9%
200	Volusia Express	1,005	1,077	4.0%	1,120	18.0%	11.4%
204	Clermont Express	959	1,437	29.0%	1,854	75.9%	93.4%
209	UCF/Downtown Orlando Late Night Shuttle	96	N/A	N/A	177	N/A	84.4%
21	Carver Shores/Tangelo Park	84,144	77,886	0.2%	78,019	-8.5%	-7.3%
22	Richmond Estates	26,363	25,182	3.2%	25,981	-10.2%	-1.4%
23	Winter Park/Forest City	24,612	24,776	-2.5%	24,151	-5.9%	-1.9%
24	Millenia	11,238	12,786	11.7%	14,284	11.0%	27.1%
25	Silver Star Rd.	72,149	89,664	-0.2%	89,459	22.5%	24.0%
26	Pleasant Hill Rd./Poinciana	17,047	19,896	3.2%	20,536	24.6%	20.5%
27	Plant St./Oakland	7,712	7,314	-0.7%	7,261	-5.6%	-5.8%
28	E. Colonial Dr./Azalea Park	43,816	44,686	-3.6%	43,074	-4.7%	-1.7%
29	E. Colonial Dr./Goldenrod	41,444	40,557	-4.4%	38,776	-8.3%	-6.4%
30	Colonial Dr. Crosstown	51,632	75,065	1.6%	76,301	44.1%	47.8%
300	Downtown Orlando/Hotel Plaza	2,671	1,950	-7.0%	1,813	-45.4%	-32.1%
301	Pine Hills/Animal Kingdom	2,867	3,393	3.7%	3,519	21.3%	22.7%
302	Rosemont/Magic Kingdom	3,487	3,808	-2.1%	3,727	0.7%	6.9%
303	Washington Shores/Disney-MGM	3,417	3,159	3.6%	3,273	-33.7%	-4.2%
304	Rio Grande/Vistana Resort	3,855	3,767	-9.7%	3,403	-12.2%	-11.7%
305	Metro West/All-Star Resort	727	1,112	-4.2%	1,065	N/A	46.4%
31	Lymmo	97,015	91,875	8.1%	99,272	-3.2%	2.3%
32	Union Park/Bithlo	4,786	4,792	0.6%	4,820	0.4%	0.7%
33	Midway/Sanford Airport	2,642	2,192	11.9%	2,453	-6.8%	-7.1%
34	Sanford/Goldsboro	7,925	7,017	4.0%	7,295	-14.6%	-7.9%
36	Lake Richmond	22,385	21,660	2.2%	22,132	-8.9%	-1.1%
37	Park Promenade Plaza/Florida Mall	69,425	71,330	7.2%	76,470	4.0%	10.1%
38	Downtown Orlando/Int'l Dr.	16,024	14,805	5.3%	15,596	-4.5%	-2.7%
39	U.S. 17-92/Sanford	63,386	60,669	7.8%	65,418	-2.3%	3.2%
40	Americana/Universal Orlando	40,660	38,552	4.0%	40,075	-12.1%	-1.4%
405	Apopka Circulator	2,996	8,524	5.2%	8,966	N/A	199.3%
41	S.R. 436 Crosstown	127,446	133,614	-0.8%	132,594	4.8%	4.0%
414	UCF Alafaya/Waterford Lakes	2,589	5,891	10.8%	6,526	N/A	152.1%
42	International Dr./OIA	84,314	80,493	-3.2%	77,941	-9.9%	-7.6%
43	Central Florida Pkwy.	13,813	14,049	-1.2%	13,883	1.1%	0.5%
44	Clarcona/Zellwood	16,615	16,675	7.2%	17,875	-0.1%	7.6%
45	Lake Mary	4,924	4,412	12.0%	4,940	-15.2%	0.3%
46	W. S.R. 46/Seminole Towne Ctr.	13,925	14,101	1.7%	14,334	-2.1%	2.9%
47	Oviedo	4,259	3,596	16.8%	4,200	3.0%	-1.4%
48	W. Colonial Dr./Park Promenade	48,736	47,928	-1.9%	47,034	-9.3%	-3.5%
49	W. Colonial Dr./Pine Hills	50,215	47,479	-0.2%	47,368	-11.5%	-5.7%
50	Downtown Orlando/Magic Kingdom	42,306	49,733	-8.8%	45,371	22.9%	7.2%
51	Conway/OIA	33,840	35,702	4.1%	37,165	2.0%	9.8%
52	Pine Castle/Tradeport	5,590	5,522	2.2%	5,645	1.0%	1.0%
53	Story Rd./Tildenville	8,859	8,197	5.7%	8,661	-7.2%	-2.2%
54	Old Winter Garden Rd.	14,185	11,781	4.1%	12,260	-17.7%	-13.6%
55	West U.S. 192/Orange Lake	43,455	47,365	1.4%	48,023	10.4%	10.5%
56	West U.S. 192/Magic Kingdom	43,294	50,844	-5.5%	48,069	13.8%	11.0%
57	John Young Pkwy.	17,104	18,700	0.2%	18,735	13.6%	9.5%
58	Shingle Creek	2,254	1,805	34.2%	2,422	11.0%	7.4%
99	Farebox Errors	17,677	2,232	584.5%	15,279	-11.9%	-13.6%
Total		2,108,473	2,158,852	1.6%	2,193,448	1.7%	4.0%

LYNX Ridership Growth - All Modes

Passenger Trips



Monthly Report C: Government Relations Report

To: LYNX Board Of Directors

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

Phone: 407.841.2279 ext: 6064

Item Name: Legislative Update

Date: 3/27/2008

The Legislature began their 2008 Regular Session on March 4th. One of their first orders of business was to make proposed budget cuts to the current year's budget during the first week of session. The budget conference began on March 6th after both chambers passed their respective bills. Members will vote on final passage of the proposed cuts on March 12th.

Governor's Budget Recommendations and Legislative Budget Cuts

The Governor submitted his FY 08-09 budget recommendations to the Legislature on February 1st, of which he proposes to take \$740 million from trust funds. With the state's economy weakened and government revenue down, Governor Crist has proposed balancing his spending plan by using money from 39 trust funds accounts created by the state as trusts to be used for specific purposes. The Governor's proposed budget recognizes the need for infrastructure funding and transportation, and did NOT recommend any diversion or "sweep" of dollars from the State Transportation Trust Fund. This may not be the case when the Legislature begins its work to trim a minimum of \$2 billion from the FY 08-09 budget.

The Governor's budget specifically requests \$72,939,505 for Medicaid Services relating to the transportation disadvantaged (TD), which is a reduction of approximately \$500,000 from last year; \$40,395,709 for TD, which is the same as last year; and \$469,445,064 for Public Transit Grants, as compared to last year's \$387,510,448.

Bill Highlights

HB0747 Related to Chamber County Transit system Surtax

LYNX POSITION: SUPPORT

Sponsored by Representative Dennis Ross (R-Lakeland).

Companion bill SB1626 sponsored by Senator J.D. Alexander (R-Winter Haven)

House referred to the Urban and Local Affairs, Government Efficiency and Accountability Committees, and the Policy and Budget Council.

MEETINGS: (Linda, this portion will be updated after second week of session)

SB0788 Related to Transportation Disadvantaged Services

LYNX POSITION: SUPPORT

Sponsored by Senator Mike Fasano (R-New Port Richey).

Companion bill HB1175 sponsored by Representative Julio Robaina (R-Miami).

Senator Mike Fasano was heard by the Transportation Committee on March 4th. It was noted that the Commission on the Transportation Disadvantaged (CTD) and the Agency for Healthcare Administration still are working on a few issues in the bill. Senator Lee Constantine made favorable remarks about the CTD and its effort to provide a coordinated system. SB0788 moves to the Community Affairs Committee next.

HB0977 Relating to Public Transit/Restroom Breaks for Operators

LYNX POSITION: OPPOSE

Sponsored by Representative Geraldine Thompson (D-Orlando).

Companion bill SB0518 sponsored by Senator Anthony Hill (D-Jacksonville).

This bill would establish a transit driver rest period. An identical bill was filed during the 2007 legislative session but never moved out of committee. This bill has been referred to the Infrastructure Committee and Economic Expansion and Infrastructure Councils.

MEETINGS:

Representative Dean Cannon discussed this legislation with the LYNX Government Affairs team and will work once again this year to stop escalation of this legislation.

Commuter Rail

The FDOT Secretary's Office hosted a debriefing regarding commuter rail on March 3rd. LYNX representatives and LYNX funding partners were in attendance. Assistant Secretary for Intermodal Systems Development Debbie Hunt is the new point person for commuter rail issues. The Department is looking for support to pass legislation to allocate liability by contract in Central Florida, establish a self insurance fund for Central Florida, allow FDOT to develop the corridor, market the commuter rail service and establish a framework to address liability on future rail corridors.

Monthly Report D: Marketing Report

To: LYNX Board Of Directors

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

Phone: 407.841.2279 ext: 6020

Item Name: Marketing Report, February 2008.

Date: 3/27/2008

Advertising Sales

ADVERTISING SALES	FEBRUARY 2008	NET REVENUE FY08
Advertising Sales Revenue	\$143,376	\$940,601

Commuter Services

COMMUTER CHOICE TRANSPORTATION PROGRAM	
CARPPOOL/VANPOOL INQUIRIES	FEBRUARY 2008
Phone	60
Internet	11
Letters	12
Matches	8

COMMUTER CHOICE TRANSPORTATION PROGRAM		
VANPOOLS	FEBRUARY 2008	
Commuter Choice Vanpool Participants	640	
Total Revenue Miles YTD	357,493	
New Vanpools	2	
Returned Vanpools	3*	
Current Vans in Service	59	
Pending Vanpool Interest	Duke Realty (2) Westgate Resorts Call Center (1)	
No. of Employers Contacted	23	
No. of Employees Contacted	352	
Employer Program Presentations	Quill Tri-city Randstad Palm Beach Atlantic University Westgate Resort Childcare Center Progress Energy Call Center Horizons by Marriott Vacations Club Orlando Vista Hotel	
Employee Presentations	LOCATION	PARTICIPANTS
	<i>No Employee Presentations scheduled this month</i>	
Other Business Presentations/Meetings	LOCATION	PARTICIPANTS
	I-Drive Tourism Orlando Leadership Class	36
	Central Florida Hotel & Lodging Association Luncheon Sponsorship	300
	Downtown Orlando Leads Group	4
	Total Participants	340

- NOTE:
 - 2 Vanpools Returned in December 2007 which should have been reflected on in the January 2008 report
 - 1 Vanpool Returned in February 2008 which is reflected in this report

Vanpools

LYNX added the following Vanpools:

- NAVAIR
- Brightstart

Partners

LYNX added the following employer programs:

- Quill Carpool Program

Events

I-Drive Tourism Orlando Leadership Class

Commuter Services hosted the Tourism Orlando Leadership class for the International Drive Chamber of Commerce. Linda Watson addressed the business leaders from the International Drive area about her experience in leadership. Participants that rode the bus, were educated about LYNX family of services, Commuter Services programs, and Government Affairs efforts to increase funding and improve service.

Central Florida Hotel & Lodging Association Luncheon Sponsorship

LYNX sponsored the Central Florida Hotel and Lodging Association luncheon; the event was well attended by public officials and business leaders. LYNX representatives were able to network and distribute information to attendees.

Downtown Orlando Leads Group

A LYNX representative attended the Downtown Orlando Leads Group where four contacts were made for possible program implementation.

Marketing

WEBSITE USAGE	FEBRUARY 2008
Average Hits per Day	69,878
Average Users per Day	2,010.13
Average Hits per User	34.76
Average Time Spent on Site	7 minutes, 42 seconds
Approximate Visits per User	1.83
Total Page Hits	562,496
Total User Visits	68,290
Total Unique IP Addresses (visits)	31,730

Marketing Activities

19th Annual Zora Neale Hurston Festival of the Arts and Humanities

LYNX continued our annual participation in the 19th Annual Zora Neale Hurston Festival of the Arts and Humanities, providing shuttles for the community and a booth featuring customer information and face painting.

LYNX Operations Center Open House

We celebrated the “Open House” of the LYNX Operations Center in February. Employees and their families toured the new facility, played games, filled up on good food and caught up with old friends. All employees received a commemorative gift to mark the occasion.

Love Bus Unveiling

LYNX partnered with local artist, Donna Dowless, to create the “Love Bus,” which was unveiled at the Grand Bohemian Hotel on Valentine’s Day.

26th Annual Antiques Show and Sale

The Council of 101 and LYNX partnered to promote the 26th Annual Antiques Show and Sale at the Orlando Museum of Art.

Downtown Art and Living Expo

LYNX was the presenting sponsor for the Art portion of the Downtown Art and Living Expo at Lake Eola in downtown Orlando. While providing the community with information about our services, we also had the “Love Bus” on display.

American Public Transportation Association Marketing and Communications Conference

Once again, we played host to the American Public Transportation Association, but this time for the Marketing and Communications Conference. It was an excellent opportunity to showcase our materials and see what other transit agencies are doing around the country.

Customer Service

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

CALL CENTER DATA	FEBRUARY 2008
Number of Calls	29,639
Call-Wait Time in Seconds	:34 (Thirty-four seconds)

LYNX Board Agenda

SALES & INFORMATION DATA	FEBRUARY 2008
Customers serviced through fixed route inquiries/sales	28,707
LYNX fare media sales	\$212,517

CUSTOMER SERVICE DATA	FEBRUARY 2008
Internet Inquiries	364
“How To Ride” presentations	7

CUSTOMER RELATIONS DATA	FEBRUARY 2008
Customers assisted by telephone, fax, one-on-one	3,408
Concerns/suggestions for Fixed Route (LYNX)	259
Compliments for Fixed Route/Road Rangers	13
Concerns/suggestions for Paratransit (MV)	164
Compliments for Paratransit	1

LOST & FOUND DATA	FEBRUARY 2008
Number of items recovered	667
% items returned to owners	25.0 %
Advantage IDs issued	122
Kids In School (KIS) & Senior IDs issued	7

Monthly Report E: Employee Travel Report

To: LYNX Board Of Directors

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

Phone: 407.841.2279 ext: 6017

Item Name: Monthly Employee Travel Report

Date: 3/27/2008

EMPLOYEE/ DEPARTMENT	DESTINATION	PURPOSE	DEPARTURE AND RETURN DATES	ESTIMATED AGENCY COSTS
Richard Bannon Procurement	CUTR, Tampa, FL	Meeting at CUTR/USF to review the specifications for the bus procurement	2/26/08	\$96
Nancy Scott Procurement	CUTR, Tampa, FL	Meeting at CUTR/USF to review the specifications for the bus procurement	2/26/08	\$15
Joe Cheney Operations	Tallahassee, FL	Gov. Crist Announcement - BioDiesel plant at LOC meeting	2/26/08	\$20
James McLawhorn Government Affairs	Tallahassee, FL	Press conference for Biodiesel Blending Station	2/26/2008	\$121
Bryan Stutts Government Affairs	Tallahassee, FL	Press conference for Biodiesel Blending Station	2/26/2008	\$41
Edward Johnson Executive	Tallahassee, FL	FTC Workshop	3/2 - 3/4/2008	\$487
Linda Watson Executive	Tallahassee, FL	FTC Workshop	3/2 - 3/4 2008	\$622
Hemo Harnanan Operations	Hart (Tampa, FL)	2008 State Rodeo - Pretraining and Rodeo Competition 3/2 - 3/9/08	3/2 - 3/9/2008	\$646*
Harryram Mootoo Operations	Hart (Tampa, FL)	2008 State Rodeo - Pretraining and Rodeo Competition 3/2 - 3/9/08	3/2 - 3/9/2008	\$646*
Tricia Johnson Government Affairs	Tallahassee, FL	Legislative Session	3/3 - 3/6/2008	\$1,051

LYNX Board Agenda

EMPLOYEE/ DEPARTMENT	DESTINATION	PURPOSE	DEPARTURE AND RETURN DATES	ESTIMATED AGENCY COSTS
Elvis Dovalés Operations	Hart (Tampa, FL)	2008 State Roadeo - Pretraining and Roadeo Competition 3/4 - 3/9/08	3/4 & 3/6 - 3/9/2008	\$482*
Gail Stewart Operations	Hart (Tampa, FL)	2008 State Roadeo Competition 3/6 - 3/9/08	3/6 - 3/9/2008	\$442
Brian Rupert Operations	Hart (Tampa, FL)	2008 State Roadeo Competition 3/6 - 3/9/08	3/6 - 3/9/2008	\$457*
Pablo Perez-Ortega Operations	Hart (Tampa, FL)	2008 State Roadeo Competition 3/7 - 3/9/08	3/6 - 3/9/2008	\$442
Lisa Darnall Operations	Hart (Tampa, FL)	2008 State Roadeo Competition 3/7 - 3/9/08	3/7 - 3/9/2008	\$307
Joe Cheney Operations	Hart (Tampa, FL)	2008 State Roadeo Competition lunch only 3/8/08	3/8/2008	\$15
David Burnett Operations	Hart (Tampa, FL)	2008 State Roadeo Competition	3/8/2008	\$ 0
Linda Watson Executive	Washington, DC	APTA Legislative Conference	3/9 - 3/12/2008	\$2,099
Rudolf D'Errico Operations	Tampa, FL	Cummins Power South Technical Training	3/9 - 3/12/2008	\$1,053
Edgardo Figueroa Operations	Tampa, FL	Cummins Power South Technical Training	3/9 - 3/12/2008	\$950
Jamison, Doug Planning	Miami	ITS Best Practices Workshop	3/16 - 3/18/2008	\$671*
Mira Bourova Planning	Tallahassee, FL	Steering Committee Florida GIS Strategic Plan, Final Adoption	3/25 - 3/26/2008	\$62
Linda Maxwell Finance	Boston, MA	APTA Fare Collection Conference	3/30 - 4/2/2008	\$1,703
Mira Bourova Planning	Jacksonville, FL	ESRI Southeast Regional User Group, SERUG Conference 2007	4/13 - 4/16/2008	\$879
Jose Alicea Operations	Tucson, AZ	Trapeze Workshop Use Conference Tucson, AZ, Larry Jamieson	4/20 - 4/24/2008	\$1,946
Larry Jamieson Operations	Tucson, AZ	Trapeze Workshop Use Conference Tucson, AZ, Larry Jamieson	4/20 - 4/24/2008	\$1,946
William Hearndon Paratransit	Washington, DC	MPS Institute with Easter Seal Project Action	4/21 - 4/24/2008	\$504*
ESTIMATED AGENCY COSTS				\$17,703
*LESS GRANT FUNDED AND/OR REIMBURSEMENT OF COSTS				(2,574)
NET ESTIMATED AGENCY COSTS				\$15,129

Monthly Report F: Planning Division Report

To: LYNX Board Of Directors

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

Phone: 407.841.2279 ext: 6036

Item Name: Planning Report

Date: 3/27/2008

Coordination

Staff has coordinated with Ivanhoe Village on their redevelopment of the business corridor that stretches from SR 50 to Florida Hospital.

LYNX and FDOT had a quarterly update meeting to discuss various state-funded projects and items of interest to both agencies.

Developments of Regional Impact (DRIs)

Staff has met with or commented on the following projects:

- Bella Terra DRI – Request for Additional Information – Osceola County
- Green Island DRI – Development Review – Osceola County
- Orlando Fashion Square – Phase II M&M – City of Orlando

FlexBus

Chief Executive Officer Linda Watson sent a letter to the Altamonte Springs City Manager Phillip Penland expressing LYNX concerns over the use of FDOT TOPS funds before their expiration. Roadway improvements must be completed no later than May 15th with an invoice to the FDOT no later than May 30th to be eligible for these funds. LYNX has been informed by City staff that a presentation was made to the Altamonte Springs City Commission stating that the City is temporarily suspending work on the FlexBus project. The City will be sending LYNX a formal letter with this notification.

Geography Network

The internal LYNX Geography Network had 721 hits in February. The external Trip Planner application on the internet is not included in this count as it resides outside of the LYNX Geography Network services. Customer Service staff are migrating from the internal web services to the online Trip Planner to provide trip information which will result in a reduction in the number of times the internal service is accessed.

Geographic Information Systems (GIS)

GIS staff provided data for the changes in the system map for March 2008 bid.

Grants:

- **JARC/NFP Urbanized Area Formula Funds**

LYNX is submitting the grant application to the Federal Transit Administration for the funds available to the Orlando Urbanized Area.

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

LYNX is awaiting notification from FDOT on the outcome of the competitive selection process.

- **National Spatial Data Infrastructure Cooperative Agreements Program**

The National Spatial Data Infrastructure Cooperative Agreements Program grant was not awarded to LYNX, but the Federal Geographic Data Committee has requested that an additional two Category 5 grants be awarded if funds are available. If funds can be identified, Florida's LYNX proposal and Missouri's proposal would likely get the additional awards. In addition, the project was part of a partnership funding proposal, submitted U.S. Geological Survey Florida's Geospatial Liaison to the National Geospatial Programs Offices.

- **Senior Resource Alliance**

The Senior Resource Alliance recently received a grant from the Winter Park Health Foundation to develop a coordinated capacity building plan for senior transportation in the Winter Park, Maitland, and Eatonville, areas. The team working on this effort includes various agencies that provide transportation services to the elderly in these areas, including LYNX; the Independent Transportation Network, a volunteer-based door-through-door service for Seniors; and Community Care Teams, a faith-based volunteer provider of various services, including transportation for the elderly. LYNX will assist with this effort by helping to identify types of transportation services available to seniors in these communities, where gaps exist, and strategies for bridging gaps.

- **Service Development Grants**

LYNX is beginning discussions with cities and counties on potential services for fiscal year 2010.

Intelligent Transportation Systems (ITS)

Doug Jamison attended the APTA ITS International Best Practices Workshop and Public Transit Advisory Group Meeting in Miami, Florida at APTA's request.

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

The team awaits comments from the FTA on the *Systems Requirements Document*, submitted on January 31, 2008. Initial work has begun on the *Detailed System Design Document* due to the FTA on April 30, 2008.

Public Participation Program

Staff has completed the update of the LYNX Public Participation Program, (formerly the Public Involvement Program). This program has been updated to reflect demographic and technological changes within the LYNX service area. This update reflects the Title VI Program submission that has been approved by the Federal Transit Administration's (FTA) Civil Rights Office in November of 2007.

Requests

- 40 Requests for information related to facilities – park & ride lots, shelters, bus stops, and related amenities
- 16 GIS requests
- 26 Customer Concerns
- 28 Service-related requests
- 67 Requests for general information, including ridership, surveys and more
- 1 Employee Suggestion

Shelters and Related Passenger Amenities

Currently 10 shelters have been installed with 3 remaining sites anticipated to be complete by the end of the month. Staff is working with the engineering consultant to finalize the design for at least 7 additional sites. Of the completed installations, 4 were in partnership with SeaWorld Orlando, with the park contributing landscaping and light maintenance and trash removal in exchange for a shelter theme to complement the general park color scheme and theme.

Staff is continuing to work on plans and coordination for the Kissimmee Superstop. A meeting with property owners surrounding the facility is anticipated to occur towards the end of March or beginning of April.

Staff has been coordinating on shelters for the Canadian Court Intermodal Center with Orange County. Orange County has purchased 8 shelters through our contract for the Intermodal Facility, which will be served by LYNX buses among others.

Service

Administration of the Operator bid for service changes effective March 30, 2008 was completed on March 11, 2008.

Planning is developing service changes for schedules effective August 17, 2008, focusing on the northern portions of Orange County centered on the US 17/92 and State Road 436 corridors. Planning, with its consultant, will be holding a focus group of users and non-users of LYNX service in late March to obtain feedback on conceptual service changes. This process will continue for the rest of LYNX's service area for service changes to be considered for implementation in December 2008.

Planning is continuing to refine its initial data set of passenger boardings and alightings by bus stop and time of day using the new 20 automatic passenger counters (APC). This data is being layered in map form for comparison to demographic data, major employers, and other activity centers. Staff is sharing this information with other departments to begin formulating new approaches to linking our most heavily traveled origin and destination pairs.

Planning staff attended the Lake-Sumter MPO Governing Board meeting on February 27, 2008 to present an update on Link 55 and Link 204. The presentation included a history of each route and an update on the ridership since inception. Board members were able to tour one of the Link 204 buses at the meeting.

Staff is coordinating with Seminole County, the City of Winter Springs and the City of Longwood on the location of bus stops and future shelters on S.R. 434. Shelters will be considered as ridership trends become established on this new Link 323, and once it moves from the two year development phase to a full funded route.

Staff provided route and cost information to the Florida Department of Transportation for upcoming services related to Commuter Rail.

Training

Staff attended a workshop to review the content of Transit Quality of Service Applications Guide for use by local agencies. The Guide will also provide useful insights and procedures to assist agencies in evaluating existing transit system performance, identifying areas and corridors for new and improved transit service and facilities, and assessing overall transit quality of service from the customers' point-of-view.

Jennifer Stults traveled to Washington DC at the request of the Transportation Research Board. She was appointed as a member of the second Strategic Highway Research Project for (SHRP2) Reliability Expert Task Group on Evaluating Alternative Operations Strategies. This research considers transit, ITS and other program options similar to the Road Rangers program.

Transit Development Plan

Staff has begun the process of updating the Fiscal Years 2009-2018 minor update to the Transit Development Plan (TDP).

Transportation Disadvantaged Service Plan (TDSP) Update:

As the Community Transportation Coordinator (CTC) for the LYNX service area, LYNX is responsible for development and provision of Transportation Disadvantaged Services for Orange, Osceola, and Seminole Counties. The TDSP is required by the State of Florida Commission for the Transportation Disadvantaged (CTD) and approved by the Local Coordinating Board (LCB). The TDSP components are the Development Plan, Service Plan, and Quality Assurance. This year's major update of the TDSP will include integration of the Community Connector Plan, the locally developed transit/human services transportation plan that LYNX developed last year to address the needs of low-income individuals needing to get to jobs and related activities, and the needs of individuals with disabilities even beyond those being met under the Americans with Disabilities Act of 1990 (ADA). This year's update of the TDSP will ensure that the needs of the transportation disadvantaged, as well as the community's resources available to meet the needs, are considered in one comprehensive document. The LCB will approve the TDSP update on April 21st for submittal to FDOT by the June 30th deadline.