




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 March 22, 2012 Board of Directors Meeting Pg 5

3. Recognition

- Passion, Pride and Performance Award: Yves Pardieu, Operator and Eddie Jones, Supervisor
- Recognition of Felicia Maye, Paratransit Roadeo Winner
- Recognition of Pablo Perez, LYNX' Roadeo Winner
- Recognition of Alvin Randall, 30 years of service
- Recognition of LYNX' Employees in the Central Florida Heroes Blood Drive by Florida's Blood Centers



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. Release Requests for Proposal (RFP)

-  Authorization to Release a Request for Proposal (RFP) for State Lobbying Services Pg 21
-  Authorization to Release a Request for Proposal (RFP) for a System-Wide Comprehensive Operations Analysis (COA) Pg 25


B. Invitation for Bid (IFB)

-  Authorization to Issue an Invitation for Bid (IFB) for Lawn Maintenance Pg 27

C. Award Contracts























-  Authorization to Award a Contract for Trapeze FLEX Software to Trapeze Software Group and Mentor Engineering for Integration Professional Services Pg 29
-  Authorization to Award a Contract to AppleOne Employment Services and Manpower for Temporary Staffing Services. Pg 33

D. Extension of Contracts

-  Authorization to Amend Contract #BDM88 with the Florida Commission for the Transportation Disadvantaged to Provide Medicaid Non-Emergency Transportation (NET) Services Pg 36







-Attachments 

-  Authorization to Extend the Contract with State Farm for Advertising for an Additional Three Months Pg 39

iii.	 Authorization to Extend the Contract with the Florida Department of Transportation (FDOT) for the Road Ranger Program	Pg 41
iv.	 Authorization to Exercise Second Year Option of Contract #08-C17 with SSI Petroleum for Supplying Oils and Lubricants	Pg 43
E. Miscellaneous		
i.	 Authorization to Issue a Purchase Order in the Amount of \$1,097,625 to First Class Coach Sales Under the Florida Department of Transportation's (FDOT) Florida Vehicle Procurement Program's (FVPP) State Contract #FVPP-11-CA-FCCSC for Eleven (11) Paratransit Replacement Vehicles and Four (4) Paratransit Expansion Vehicles	Pg 44
ii.	 Authorization to Execute Joint Participation Agreement between LYNX and the Florida Department of Transportation (FDOT) for Section 5316 (Job Access and Reverse Commute - JARC), Section 5317 (New Freedom Program - NFP) Federal Transit Administration Non-Urbanized Area Program Funds and Section 5317 (New Freedom Program) Federal Transit Administration Small Urbanized Area Program Funds	Pg 47
	-Attachments 	
iii.	 Authorization to Negotiate a Work Order with Harris Corporation for Project Management and Training Related to the Completion and Acceptance of the Computer Aided Dispatch System	Pg 52
iv.	 Authorization to Purchase Used Radios from Orange County Public Schools and Purchase Motorola Software Upgrade for All Radios	Pg 54
v.	 Authorization to Execute a Multi-Year Joint Participation Agreement (JPA) # 4247831 with the Florida Department of Transportation (FDOT) for State Block Grant Funding	Pg 56
	-Attachments 	
vi.	 Authorization to Initiate the Public Participation Process for the August 2012 Service Changes	Pg 59
vii.	 Authorization to Amend Contract #11-C18 with Diamond Investigations & Security, Inc.	Pg 61
viii.	 Authorization to Implement Revised Substance Abuse Program Policies For Non-Safety Sensitive Positions as well as For Safety Sensitive Positions	Pg 63
	-Attachments  	
ix.	 Authorization to Submit Grant Applications to the Federal Transit Administration for Fiscal Year 2012 Urbanized Area Program, Capital Investment Fixed-Guideway Program and Surface Transportation Program (STP) Apportionments	Pg 101
x.	 Authorization to Ratify an Amendment to the Interlocal Agreement with the City of Orlando for TIGER II Funding for Parramore BRT (Creative Village - Moving Parramore Forward) Project	Pg 103
	-Attachments 	
xi.	 Authorization for a Ten Percent Contract Contingency for the Installation of CCTV at the LYNX Super Stops	Pg 112
xii.	 Authorization to Renew the KnightLYNX Late Evening/Weekend Service Agreement with the University of Central Florida (UCF) Student Government Association (SGA)	Pg 113
xiii.	 Authorization to Enter into Agreements with Redcoach, Inc. and Megabus NE, LLC for Use of the Kiss-N-Ride Area at LYNX Central Station for Boarding and Alighting of Passengers for their Private Intercity Transportation Services	Pg 114
	-Attachments  	

- xiv.  Authorization to Enter Into a Service Planning Agreement with the Lake Buena Vista Resort & Spa Pg 140
 - Attachments 
- xv.  Authorization to Terminate Lease Agreement with Orange County Clerk of Courts Pg 145
- xvi.  Authorization to Adopt Resolution #12-005 Authorizing the Execution of the Transportation Disadvantaged Operating Grant Application; Filing of the Application with the Florida Commission for the Transportation Disadvantaged; Execution of Contract for the Period from July 2012 to June 2013 Pg 147
- xvii.  Authorization to Purchase Twenty Vanpool Vehicles for Replacement and Expansion. Pg 150

7. Action Agenda

- A.  Authorization to Approve the North/South Locally Preferred Alternative for the LYMMO Downtown Circulator Alternative Analysis and Transmit the Alternative Analysis Documents to the Federal Transit Administration Pg 152
 - Attachments 
- B.  Authorization to Implement Bus Service Enhancements to Existing Links Experiencing Substantial Service Delays and Overload Issues Pg 167
 - Attachments 
- C.  Authorization to Increase Contract #10-C17 with Integrated Claims Solution for Third Party Claims Administration for Workers' Compensation, Tort and Public Liability Pg 215
- D.  Authorization to Enter into a Purchasing Agreement with Seminole County Public Schools to Purchase Biodiesel Fuel from LYNX Pg 217

8. Work Session

- A.  Overview of LYNX' Draft 2013-2022 Transit Development Plan Major Update Pg 219

9. Information Items

- A.  Overview of Paratransit Services Pg 220

10. Other Business

11. Monthly Reports

- A.  Monthly Financial Report - April 30, 2012 Pg 223
 - Attachments 
- B.  Monthly Financial Report - March 31, 2012 Pg 230
 - Attachments 

C.	 LYNX American Recovery and Reinvestment Act Project Status Report	Pg 237
	-Attachments 	
D.	 Ridership Reports for February & March (Final) and April (Draft) 2012	Pg 239
E.	 Planning and Development Report	Pg 251
F.	 Communications Report	Pg 255
G.	 Government Relations Report	Pg 264
H.	 Monthly Employee Travel Report - May 2012	Pg 269
I.	 Monthly Employee Travel Report - April 2012	Pg 272

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 6012, 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: **March 22, 2012**

TIME: **1:09 p.m.**

Members in Attendance:

Seminole County Commissioner, Carlton Henley, Chair
Osceola County Commissioner, Brandon Arrington, Vice Chair
City of Orlando, Mayor Buddy Dyer, Secretary
Orange County, Mayor Teresa Jacobs

Members Absent:

FDOT District 5 Secretary, Noranne Downs

1. Call to Order and Pledge of Allegiance

The Chairman, Commissioner Carlton Henley, called the meeting to order at 1:09 p.m. Chairman Henley asked Mayor Teresa Jacobs to lead the Pledge of Allegiance.

2. Approval of Minutes

Motion was made and seconded to approve the Minutes of the January 26, 2012 Board of Directors. The Motion passed unanimously.

3. Recognition

The Chairman recognized Donna Tefertiller, Director of Human Resources, to present LYNX employee recognitions.

20 Years of Service:

George Carrio, Bus Operator
Roberto Perez, Bus Operator

The Chairman recognized John Lewis, Chief Executive Officer, to present LYNX employee Passion, Pride and Performance Award.

Mr. Lewis noted that the Passion, Pride and Performance Award is awarded to employees that have taken the extra step to make sure the customers have a positive experience when riding LYNX.

Mr. Lewis recognized Frank Laroche, Bus Operator, for his outstanding customer service on February 29, 2012.

4. Public Comments

The Chairman recognized Christine Saint Louis to address the Board. Ms. Saint Louis deferred her time to Norm Audet.

The Chairman recognized Al Smith to address the Board. Mr. Smith deferred his time to Norm Audet.

The Chairman recognized Micheal Dickens to address the Board. Mr. Dickens deferred his time to Norm Audet.

The Chairman recognized Norm Audet to address the Board. Mr. Audet provided the Board an outline of actions by both the Authority and the ATU Local 1596 during negotiation session held on March 21, 2012 and willingness to ratify a contract based on the Authority and ATU Local 1596 proposal dated March 20, 2012.

A petition of signatures was provided directly to the Board of Directors by ATU Local 1596 representative and no copy was provided to the Assistant Secretary. Mr. Audet noted that the purpose of the petition was to serve notice to the Board demanding an investigation into the Chief Executive Officers' violation of the Code of Ethics of the State of Florida.

In response, the Chairman noted that, at this time, the Board of Directors does not see a need to admonish the Chief Executive Officer (CEO). The Chairman pointed out that the CEO and the management team is expected to carry out the direction of the Board. The Chairman stated that the Board will discuss the concerns with Mr. Lewis that Mr. Audet brought to the attention of the Board.

Cheryl Stone addressed the Board regarding an item before the Board on its Consent Agenda for releasing a Request for Proposal (RFP) for a bus stop accessibility study. Ms. Stone noted that changes had occurred in the ADA Standards regarding the path of travel and barrier removal. Ms. Stone advocated for LYNX to utilize the communities' accessibility expertise by involving the Center for Independent Living and Light House of Central Florida as the study progresses.

The Chairman requested staff to obtain input from the organizations that Ms. Stone noted.

Spence Holloway addressed the Board regarding the progress of a dedicated funding source for LYNX. Mr. Holloway also addressed the Board regarding the difficulties that bus operators experience.

The Chairman responded that efforts are in process by many local organizations toward a regional transportation funding source. Additionally, the Chairman noted that the Board does recognize the challenges that LYNX' operators experience.

Paula Bentley addressed the Board regarding AccessLYNX service which she utilizes 3 times each week. On a recent return trip, the driver did not secure the wheel chair properly in the vehicle and used the cell phone while driving. Since contacting customer service, the driver has been routinely 30 to 45 minutes late arriving for scheduled pick ups.

The Chairman requested staff to review the concerns and respond to Ms. Bentley.

The Chairman recognized Trevis East. Mr. East was not available to address the Board.

Annette Brown-Best addressed the Board regarding the inadequate number of buses to serve the population of Poinciana and the bus overcrowding on Link 26 running once an hour from Pleasant Hill to Osceola Square Mall. Ms. Brown-Best requested the service be available every one-half hour. She also noted that a route is needed on Highway 17-92 from Poinciana to the County seat located in Kissimmee.

The Chairman noted that LYNX recognizes the challenges posed by the growth in Poinciana; however, the local government in Osceola County determines the frequency of service by the amount it is able to fund.

MaryAnn Taylor addressed the Board. As a bus operator, Ms. Taylor noted that she was disheartened by the contract negotiations and that the Union is working on dedicated funding.

Joanne Counelis addressed the Board in support of 24 hour service 7 days a week including holidays and weekends.

5) Chief Executive Officer's Report

The Chairman recognized John Lewis, Chief Executive Officer.

Mr. Lewis reported that LYNX' operating revenues are greater than FY2012 budget assumptions due to continued ridership increases. In February, LYNX experience an increase of 7% over the ridership record set in 2011. While increased ridership is driving increased revenues, the system is rapidly reaching capacity issues on many routes.

The fuel hedging program continues to produce the budget stability that the Board anticipated with the imposition of the program. National diesel fuel prices averaged \$3.62 per gallon in the month of February while LYNX' average fuel price was \$3.31 per gallon which produced an approximate \$28,000 savings.

A key victory for public transit was achieved when a proposal by the U.S. Congress to eliminate the mass transit account from the federal trust fund was defeated. Had the proposal be successful, it would have had a detrimental impact on LYNX. LYNX received \$22,000,000 in FY 2012 from this federal account. Without other dedicated funding, the loss of this funding would have created significant instability for the system.

Last week, the U.S. Senate passed its 2 year, \$109 billion dollar Surface Transportation Reauthorization bill. The bill included the changed definition of Bus Rapid Transit that LYNX supported. It maintained the eligibility for projects with substantial portions of operations in dedicated rights-of-way during peak hours. However, it does not appear the House will have time to take up the Senate's bill prior to the March 31st expiration date. We anticipate the House passing a short-term Continuing Resolution which will provide continued federal funding.

Over the last 2 years, LYNX has experienced an almost 20% increase in ridership; 4 % increase in 2010 and 9% in 2011. We are currently averaging approximately 8% increase in the first quarter of 2012.

With this ridership increase, LYNX is experiencing challenges on several routes and in some cases passengers are being passed-up due to safety concerns as the Board heard today regarding the overcrowding and safety issues on Link 26.

On those routes experiencing overcrowding, "plug" vehicles are being utilized. This is unscheduled service being put into place will provide relief for the short term. While we are applying this short term solution, staff has been directed to devise a plan to present to the Board at its next meeting which will provide option to address these challenges until the efficiencies are achieved by the use of additional articulated fleet vehicles.

In the month of February, LYNX experienced 187 hours of unscheduled service by plug vehicles in an attempt to alleviate the impact to the riders. Unfortunately, the majority of the unscheduled service hours were covered with overtime operators.

6. Consent Agenda

A. Release Requests for Proposal (RFP)

- i.** Authorization to Release a Request for Proposal (RFP) for General Counsel Legal Services
- ii.** Authorization to Release a Request for Proposal (RFP) for Labor/Employment Legal Services
- iii.** Authorization to Release a Request for Proposal (RFP) for Bus Stop Accessibility Study
- iv.** Authorization to Release a Request for Proposal (RFP) for State Road 50 (SR 50) Alternative Analysis Study and Development of Premium Transit Service Contract for the SR 50/UCF Connector Project

B. Award Contracts

- i.** Authorization to Award Contract to TranSystems Corporation for the Altamonte Springs, Casselberry, Longwood and Maitland Flex Bus Demonstration Project
- ii.** Authorization to Award a Contract to the Goodyear Tire and Rubber Company for Bus Tire Leasing

C. Extension of Contracts

- i.** Authorization to Exercise the First Option Year of Contract #09-C27 with with Fishback, Dominick, Bennett, Stepter, Ardaman, Ahlers, Bolton & Langley, LLP, for Worker's Compensation Legal Services.

- ii. Authorization to Exercise the First Option Year of Contract #09-C29 with the Law Firm of Zimmerman Kiser Sutcliffe for General Liability Legal Services
- iii. Authorization to Exercise the First Year Option of Contract #09-C28 with the Law Firm of Fisher, Rushmer, Werrenrath, Dickson, Talley & Dunlap P.A. for General Liability Legal Services.

D. Miscellaneous

- i. Authorization to Negotiate and Bind Coverage & Premium for One Year Renewal of the Property Insurance Program
- ii. Authorization to Purchase Three Hybrid Electric Buses Under LYNX Contract #09-C05 with Gillig, LLC for the Parramore BRT Expansion
- iii. Notification of Award of Contract to Protect Video, Inc. for the Installation of CCTV on the LYNX LYMMO and to Authorize a Contingency in the Amount of \$28,000.
- iv. Authorization to Purchase Nineteen Vehicles for Core Paratransit Services Through the Florida Department of Transportation State Contract
- v. Authorization to Purchase Four 60-Foot Articulated Buses From Nova Bus
- vi. Authorization to Modify Contract #12-C02 with MV Transportation, Inc., to Include Security Services at LYNX' South Street Facility
- vii. Authorization to Enter into a Locally Funded Joint Planning Agreement (JPA) Financial Management (FM) Numbers 422048-1-52-01 and 422048-2- 52-01 for Upgrades to Thirty-eight (38) Transit Stops with the Florida Department of Transportation in Seminole and Orange Counties
- viii. Authorization to Adopt Resolution No. 12-003 to Appoint Edward L. Johnson, General Manager, Starlin Rolle, Supervisor of Financial Planning and Stephen Berry, Manager of Organizational Development & Training to the Administrative Committee for the LYNX' Money Purchase, 457 Deferred Compensation Plans and the Chief Executive Officer (CEO) Retirement Plan
- ix. Authorization to Adopt Resolution No. 12-002 to Appoint Edward L. Johnson, General Manager, Starlin Rolle, Supervisor of Financial Reporting and Stephen Berry, Manager of Organizational Development & Training as Trustees to the LYNX' Chief Executive Retirement Plan, LYNX' Money Purchase and 457 Deferred Compensation Plans
- x. Authorization to Submit State of Good Repair, Bus Livability, Clean Fuels and Alternatives Analysis Grant Applications to the Federal Transit Administration
- xi. Authorization to Amend the TIGER II Grant Funding for the Parramore BRT (Creative Village – Moving Parramore Forward) Project
- xii. Authorization for a Proposed Budget Revision to the LYNX American Recovery and Reinvestment Act for the Estimated Savings Summary
- xiii. Authorization to Adopt a Quality Assurance/Quality Control (QAQC) Plan for the Orlando East-West Bus Rapid Transit (BRT) LYMMO Expansion Project and Parramore Bus Rapid Transit (BRT)
- xiv. Authorization to Implement the May 20, 2012 Proposed Service Changes
- xv. Authorization to Write-off Assets as of June 30, 2011 Physical Inventory Count and Reconciliation
- xvi. Authorization to Amend Contract #10-C23 with VPSI

Motion was made and seconded to approve the Consent Agenda Items 6.A.i through 6.D.xvi.

The Chairman recognized Commissioner Brandon Arrington.

Commissioner Arrington requested that item 6.D.xiv be pulled from the Consent Agenda.

Amended Motion was made and seconded to approve the Consent Agenda Items 6.A.i through 6.D.xvi excluding 6.D.xiv. The motion passed unanimously.

The Chairman recognized Commissioner Brandon Arrington.

Commissioner Arrington noted that one of the service changes proposed in Item 6.D.xiv involves Link 55 and Link 56. In conversation with the CEO, I have asked to delay the implementation of the change involving those routes for one or two weeks. Delaying the implementation would allow for the proposed service changes to be discussed with the Osceola County Board of County Commissioners during the first week of April and get back with staff so they can move the changes forward.

Motion was made and seconded to approve the Consent Agenda Item 6.D.xvi.

Under discussion, the Chairman asked Mr. Lewis if delaying the implementation of the changes involving Link 55 and Link 56 present any issues.

Mr. Lewis responded that he had spoken with Commissioner Arrington regarding the two routes. As long as the Commissioner's concerns are addressed prior to the May 20th implementation date, the transition should be seamless. This will allow time for the concerns to be addressed.

The **Motion** was then passed unanimously.

7. Action Agenda

The Chairman noted that two Blue Sheet Action Items have been added to the Agenda and will be taken up as Agenda item 7.E and 7.F.

A. Acceptance of the Annual Financial Audit and Comprehensive Annual Financial Report (CAFR) for the Fiscal Year Ending September 30, 2011

The Chairman recognized Blanche Sherman, Director of Finance, to introduce Ron Conrad, Partner with the firm of Cherry, Bakeart & Holland to make the presentation.

Mr. Conrad reviewed the Audit Findings. He noted the reports were clean throughout on the financial statements, internal control and compliance.

Within qualitative aspects of accounting practices, the Authority implemented the provisions of GASB Statement No. 53 which requires fuel hedge swaps be measured at fair value. Additionally, management has estimated depreciation associated with capital assets, liabilities for self insurance unpaid claims, and pension and post employment benefit obligation based on actuarial calculations.

LYNX' Comprehensive Annual Financial Report is being submitted to the Government Finance Officers Association for Certificate of Achievement.

Motion was made and seconded to accept the Annual Financial Audit and Comprehensive Annual Financial Report (CAFR) for the Fiscal Year Ending September 30, 2011. The motion passed unanimously.

B. Amendment of LYNX' FY2012 Operating and Capital Budgets

The Chairman recognized Blanche Sherman, Director of Finance, to make the presentation.

Amendments to the Operating Budget would include: cost savings in Contract Services; increase in Interest & Other Income; increase in Federal Funding; increase in Salaries/Wages/Benefits; reduction in Other Professional Services; reduction in Purchased Transportation; and other miscellaneous adjustments. The amended Operating Budget will be in the amount of \$113,707,941 a decrease of \$2,492,233 from the \$116,200,174 Budget presented to the Board on September 28, 2011.

Amendments to the Capital Budget would include the anticipated cost of projects related to the Bus Rapid Transit (BRT) and Alternatives Analysis (AA); American Recovery and Reinvestment Act (ARRA); Veterans Livability Initiative; Bus Stop Accessibility; Lake County VanPool. The amended Capital Budget will be in the amount of \$78,787,163 an increase of \$9,206,957 from the \$69,580,206 Budget presented to the Board on September 28, 2011.

The Chairman noted that without objection, the Audit Committee agreed to recommend approval to the Board of Directors.

Motion was made and seconded to approve the amendment of LYNX' FY2012 Operating and Capital Budgets. The motion passed unanimously.

C. Authorization to Amend the FY2012 Service Funding Agreement with Lake County

The Chairman recognized Blanche Sherman, Director of Finance, to make the presentation.

Staff is requesting authorization for the Chief Executive Officer (CEO) or designee to amend the FY2012 Funding Agreement with Lake County.

LYNX and Lake County would like to incorporate into the Funding Agreement the arrangement relating to LYNX providing Vanpool Services to the residents of Lake County. Staff will amend the FY2012 Capital Budget to incorporate the anticipated funds from lake County in the amount of \$180,000 and \$74,754 to support the capital replacement and expansion needs of the Lake County Vanpool Program and LYNX' Vanpool Program, respectively.

Motion was made and seconded to approve the amendment of the FY2012 Service Funding Agreement with Lake County. The motion passed unanimously.

D. Authorization to Modify Contract (#08-C14) for General Counsel Services with Akerman & Senterfitt

The Chairman recognized Edward Johnson, General Manager, to make the presentation.

Staff is requesting authorization for the Chief Executive Officer (CEO) or designee to amend Contract #08-C14 for General Counsel services with Akerman Senterfitt and its subcontractor Baker Hostetler to cover unexpected expenses in fiscal year ending 2011.

Upon receipt of final invoices for FY2011, LYNX identified other unexpected activities that required staff to engage legal counsel to either represent or provide additional legal services which has resulted in the additional cost of \$30,000. The related invoices have been accrued and included in the final amounts for FT2011 legal services.

Motion was made and seconded to authorize the modification of Contract #08-C14 for General Counsel services with Akerman Senterfitt. The motion passed unanimously.

E. Authorization to Negotiate and Grant an Access Easement to the LYNX Executive Parking Lot for the Rida Development Corporation

The Chairman recognized Edward Johnson, General Manager, to make the presentation.

Staff is seeking the authorization for the Chief Executive Officer (CEO) or designee to negotiate and execute a fee simple, perpetual grant of easement for the parcel of land that is adjacent to LYNX Central Station (LCS) with 400 North Orange Ave, LLC (Rida Development Corporation). The property is approximately 35,940 square feet and is currently being used as an administrative parking lot supporting the LCS.

The actual use of the easement will serve as an entranceway for pedestrian ingress and egress to an open park for the property. The easement will also allow for the installation of signage and way-finding information.

The Chairman recognized Mayor Dyer.

Mayor Dyer noted that the development project will become the city's first transit-oriented, mixed-use development tied directly to SunRail. The project will serve as a model for aligning mixed-use development with maximized access to public transportation, including commuter rail, fixed route and paratransit service and two downtown circulators with multimodal connectivity as a central design component.

Motion was made and seconded to authorize the CEO or designee to negotiate and execute an access easement to LYNX' executive parking lot for the Rida Development Corporation.

Under discussion, the Chairman recognized Pat Christiansen, LYNX' General Counsel.

Mr. Christiansen asked staff for clarification as to whether the authorization being sought is for the CEO to negotiate or execute an easement.

Mr. Johnson clarified that staff is seeking the authorization to negotiate and execute an easement. Additionally, Mr. Johnson noted that if there are substantial changes to the draft access easement, staff will bring the item back to the Board prior to execution.

Mayor Jacobs asked if it is the recommendation of LYNX' General Counsel that once staff has completed negotiation that the item be brought back to the Board for approval prior to execution or is the recommendation that staff be authorized to execute if, after negotiations, the final easement is substantially consistent.

Mayor Dyer suggested that the easement should be subject to approval of any agency affected.

The Chairman asked the members if the Board was satisfied with the Motion as stated. He noted that the Board understands the intent is for staff to negotiate, obtain final approval of all appropriate agencies and, unless there are substantial changes to the draft access easement, staff is authorized to proceed.

The Board members indicated that their understanding was consistent with the Chairman's restatement of the intent.

The motion passed unanimously.

F. Consideration of Changes to Administrative Rules #1 (Adoption of Administrative Rules and Definitions), #4 (Procurement and Contract Administration) and #6 (Dispute Resolution)

The Chairman recognized Pat Christiansen, LYNX' General Counsel, to make the presentation.

Mr. Christiansen noted that staff is seeking authorization to amend Administrative Rules #1, #4, and #6. Mr. Christiansen noted the amendments to the Rules were brought about principally because of the following:

- 1) Staff changes – example: position of General Manager and Director of Procurement
- 2) Legislative changes – example: allows a private session of the Source Evaluation Committee (SEC)
- 3) Non-material “clean-up” changes

Mr. Christiansen reported that the General Manager has been added as a Senior Officer. In the proposed amendments, the Chief Executive Officer (CEO) and General Manager (GM) will have the authority to enter into a contract in the amount of \$150,000 or less. The CEO may delegate the authority to enter into a contract in the amount of \$150,000 or less in writing to either the GM, Chief Financial Officer (CFO) or Chief Administrative Officer (CAO). The GM may not delegate the authority to enter into a contract.

A Senior Officer or the Director of Procurement will have the authority to enter into a contract in the amount of \$50,000 or less. The Director of Procurement will have the authority to enter into a contract in the amount of \$25,000 or less. A Contract

Administrator or Buyers will have the authority to enter into a contract in the amount of \$5,000 or less. Individual Authority employees will have the authority to enter into a contract in the amount of \$3,000 or less for micro purchases.

Mr. Christiansen noted that a non-material error was found in Section 4.4.5, Minor Contracts. The section should identify the Procurement Contracts Manager rather than Director of Procurement as having authority to execute a contract in the amount of \$25,000 or less.

Motion was made and seconded to authorize the changes to Administrative Rules #1, #4, and #6 including the correction to Section 4.4.5 as noted by LYNX' General Counsel. The motion passed unanimously.

8. Work Session

A. Overview of Fiscal Year 2013 Preliminary Operating Budget

The Chairman recognized Blanche Sherman, Director of Finance, for presentation.

Ms. Sherman presented the key assumptions that LYNX' budget team will use in the preparation of the FY2013 Operating and Capital Budgets.

- Status Quo Funding from local Funding Partners for FY2013
- Maximize current service levels through efficiencies
- Apply additional Flex (NeighborLink) services, where appropriate

- Key Budget Assumptions – Revenue
 - No ARRA funding
 - Utilize additional Federal Preventative Maintenance Funding
 - Application of new Advertising Revenue Program
 - Utilization of Capital Cost of Contracting funding
 - Utilization of Operating Reserves (establish a minimum reserve level – 60 days cash flow)

- Key Budget Assumptions – Expenses
 - No Salary Increases
 - Effects of LYNX' New Group Health Insurance program
 - Continuation of Fuel Hedging Program
 - Impact of new Paratransit Providers
 - Application of Reductions based on LYNX ownership of paratransit vehicles

- FY 2013 Operating Budget Overview
 - Operating Revenue \$110,544,853
 - Operating Expenses \$113,862,952
 - Operating Income/(Deficit) (\$ 3,318,099)

- Options to Consider
 - Additional Operating Budget Cuts
 - Utilize additional Federal Preventative Maintenance Funding
 - Impact of Right-sizing Fleet
 - Utilization of Reserves
 - Continued utilization of Fuel Hedging to stabilize the budget
 - Implementing additional service efficient to reduce costs

- Future Items
 - Impact of Medicaid Legislation
 - Continue to review the type of fixed route vehicles used in future operations
 - Assess impact of Public/Private Partnership (BRT)

In conclusion, Ms. Sherman presented the Budget Calendar:

March 22	Preliminary Operating Budget Presentation
April/May	Funding Request Letters Submitted to Funding Partners
June/July	Budget Presentation Osceola & Orange Counties
August	Budget Presentation Seminole County
September 27	Final Board Action
October 1	Budget Year FY2013 Commences

Ms. Sherman noted that staff is seeking guidance from the Board for addressing the deficit, i.e., utilization of additional Federal Preventative Maintenance; utilization of Operating Reserves; fare increase.

The Chairman noted that the Audit Committee, without objection, agreed to recommend to the Board of Directors the utilization of additional \$2,000,000 in Federal Preventative Maintenance and \$1,300,000 in Operating Reserves to address the \$3,300,000 budget deficit.

Under discussion, Mayor Jacobs asked staff for clarification. She stated that at the beginning of staff's presentation it was stated that the budget was status quo and that she wanted to make sure that the proposed 2% funding increase is contingent upon the approval of the Orange County Board of County Commissioners.

The Board unanimously recommended that staff proceed with adjusting the Preliminary Operating Budget's \$3,300,000 deficit by the utilization of additional \$2,000,000 in Federal Preventative Maintenance and \$1,300,000 in Operating Reserves subject to approval of the Members' respective Boards.

B. Overview of SunRail / LYNX Fare Policy

The Chairman recognized Blanche Sherman, Director of Finance, for presentation.

LYNX' staff has been working closely with Florida Department of Transportation (FDOT) and Votran's staff to develop a seamless operation and implementation of the SunRail project.

Ms. Sherman provided an overview of the "draft" SunRail Fare Policy, Equipment and Implementation Plan which will serve as a guide for FDOT to develop a fare system for the Central Florida Commuter Rail Transit (CFCRT).

- The Plans 4 fundamental parameters:
 - ✓ Fare Policy
 - ✓ Fare Strategy and Structure
 - ✓ Fare Payment Technology and Equipment
 - ✓ Implementation Responsibilities

- Fare Policy Purpose
 - Establish a fare structure and pricing
 - Selection of fare collection and payment methods
 - Effective in increasing ridership and revenue
- Fare Policy Goals
 - Customer
 - Increase ridership
 - Maximize social equity
 - Increase ease of use and reduce complexity
 - Increase fare options
 - Financial
 - Increase revenue
 - Reduce fare collection costs
 - Reduce fare abuse / evasion; improve revenue control
 - Institutional
 - Improve modal and regional connectivity
 - Maximize ease of implementation
 - Achieve farebox recovery ratio goals or requirements
- Fare Strategy and Structure
 - Flat fare
 - Service based differential
 - Distance based or Zonal pricing
 - Time based differential
 - Market based pricing
 - Deep discount pricing

- Recommended Structure
 - ✓ Distance Based or Zonal Pricing

➤ Recommended Fare Structure

Proposed SunRail

SunRail	One-way Trip		Round Trip		Weekly		Monthly		Annual	
Number of Zones Traveled	Regular	Reduced	Regular	Reduced	Regular	Reduced	Regular	Reduced	Regular	Reduced
1	\$2.00	\$1.00	\$3.75	\$1.75	\$17.00	\$8.50	\$56.00	\$28.00	\$560.00	\$280.00
2	\$3.00	\$1.50	\$5.50	\$2.75	\$25.00	\$12.50	\$84.00	\$42.00	\$840.00	\$420.00
3	\$4.00	\$2.00	\$7.50	\$3.75	\$34.00	\$17.00	\$112.00	\$56.00	\$1,120.00	\$560.00
4	\$5.00	\$2.50	\$9.50	\$4.75	\$42.50	\$21.25	\$140.00	\$70.00	\$1,400.00	\$700.00

Existing LYNX Fares

Lynx	One-way Trip		Day Pass		7-Day Pass		30-Day Pass	
	Regular	Reduced	Regular	Reduced	Regular	Reduced	Regular	Reduced
Local	\$2.00	\$1.00	\$4.50	\$2.25	\$16.00	\$8.00	\$50.00	\$25.00
Express	\$3.50	\$1.75	\$6.50	\$3.25	\$23.00	\$11.50	\$70.00	\$35.00

➤ Transfer Policy

- Free transfers between SunRail to LYNX and Votran feeder service
 - From bus to initial zone
 - From SunRail to feeder buses that connect with platform
 - Passenger has SunRail pass
- \$1.00 additional fare upgrade fee
 - All additional zones
 - Travel from Votran to SunRail due to only one station in Volusia County
- Transfers available for 90 minutes

➤ Revenue Sharing

- SunRail
 - Revenue from cash fares when starting a trip on SunRail and from passes and fare upgrades
- LYNX and Votran
 - Revenue if passengers start their trip on the bus with a cash fare
 - Regular LYNX and Votran passenger purchasing bus pass transfers from SunRail to non-feeder routes

➤ Recommended Fare Procedures

- Payment of base fares
 - Ticket Vending Machines (TVM)
 - Point of Sale (POSM)
- Payment of transfer upgrades
 - Paper stock Smart Cards
- Validation of fare media
 - “Tap On” and “Tap Off”
- Fare Enforcement
 - Roving fare inspectors
 - Penalty Fees

- Fare Payment Technology and Media
 - Ticket Media
 - Contactless smart cards
 - Permanent plastic and temporary paper stock cards
 - Open architecture for future expansion to expressway or other local partners
 - Seamless Connections
 - Stored value and regional pass options
- Fare Payment Technology and Media
 - Ticket Vending Machines (TVMs)
 - Ticket Validators
 - Point of Sale (POS) TVMs
 - Back-Office Clearinghouse
- Fare Collection Equipment – Request for Proposal (RFP)
 - Industry Review – July 21 – August 5, 2011
 - Release RFP – February 8, 2012
 - Deadline for Technical Questions – March 13, 2012
 - Answers to Technical Questions Posted – March 23, 2012
 - Responses Due & Public Opening – April 6, 2012
 - 1st Potential Public Meeting for Technical Review – April 26, 2012
 - Public Meeting to Determine Intended Award – May 3, 2012
 - Selection Committee Meeting to Award Contract – May 7, 2012
 - Anticipated Award – May 10, 2012
 - Anticipated Execution – May 24, 2012
 - Anticipated Demonstration Service Commencement Date – August 1, 2013
- Potential Roles & Responsibilities

Category	CFCRT	COO	Contract Operator	LYNX, Votran	Third Parties
1. Fare Policy	CFCRT will set fares in coordination with LYNX and Votran	n/a	n/a	LYNX and Votran will coordinate future fare increases and fare policies with CFCRT to maintain consistency	n/a
2. Fare Collection			Contract Operator will provide fare collection service from TVMs		
3. Fare Equipment	CFCRT will procure fare equipment for SunRail system.	n/a	n/a	LYNX and Votran will procure compatible Smart Card readers for buses	CFCRT fare equipment vendor will supply and install equipment
4. Fare Media					CFCRT fare equipment vendor will supply fare media
5. Enforcement	CFCRT Train Conductors and Roving Fare Inspectors will inspect fares and issue citations. CFCRT personnel will not have police powers.	COO will oversee performance of Contract Operator.	Contract Operator will hire, train and manage Train Conductors and Roving Fare Inspectors.	n/a	Local jurisdictions will provide police authority in their jurisdictions.

Category	CFCRT	COO	Contract Operator	LYNX, Votran	Third Parties
6. Clearinghouse	CFCRT fare equipment vendor will provide hardware and software for regional fare clearinghouse.	n/a	n/a	LYNX will administer the regional clearinghouse and disperse revenues. LYNX may elect to contract clearinghouse functions to a 3 rd party contractor.(Optional)	Contractor may administer regional clearinghouse (TBD).
7. Maintenance	CFCRT will establish maintenance guidelines.	COO oversees Contract Operator.	Contract Operator will provide day-to-day maintenance of fare equipment, unless CFCRT elects to contract service to equipment vendor.	LYNX, Votran are responsible for maintenance of fare equipment onboard their buses.	Fare equipment vendor has option to perform fare equipment maintenance.
8. Marketing	CFCRT will develop a marketing and customer information program in cooperation with LYNX, Votran and other regional partners.	n/a	n/a	LYNX, Votran will support development and implementation of SunRail marketing and public education program.	CFCRT will hire contractor to develop and implement marketing and public education program.
9. Reporting	CFCRT will establish reporting requirements for fare equipment vendor.	COO will oversee Contract Operator.	Contract Operator will report ridership and fare revenue.	LYNX and Votran will report ridership and fare revenue for SunRail transfer passengers.	Fare equipment vendor will provide hardware and software necessary to meet reporting requirements.

- Customer Service
 - Pre-revenue information & education campaigns
 - Break-in period
 - Special needs community assessment
- Implementation Issues
 - Transfer protocol
 - Reduced fare transfers to/from SunRail
 - Emergency fare procedures
 - Fare media
 - Revenue sharing
 - Back office/clearinghouse
 - Interagency agreements
 - Legislation (fare collection, fare enforcement, back of house)
 - Transition plan (after 7-year FDOT operation)
 - Compatibility with future fare collection methods
- Next Steps
 - Fare collection equipment RFP vendor selection
 - Finalize fare policy
 - Interagency agreement
 - Revenue sharing
 - Privacy plan to govern collection, use, and handling of personal information
 - Safety
 - Finalize implementation plan
 - Actual implementation
 - Transition plan for after initial 7-years

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 2:40 p.m.

Consent Agenda Item #6.A. i

To: LYNX Board of Directors

From: James McLawhorn
CHIEF GOVT AFFAIRS OFFICER
James McLawhorn
(Technical Contact)

Phone: 407.841.2279 ext: 6064

Item Name: Release Requests for Proposal (RFP)
Authorization to Release a Request for Proposal (RFP) for State Lobbying Services

Date: 5/24/2012

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to release a Request for Proposal (RFP) for State Lobbying Services covering a three (3) year base period with two (2) one-year options at the Board's option.

Services to be provided include, but are not limited to:

State Liaison

The Contractor will proactively assist the Authority in creating and maintaining relations with the Legislature of the State of Florida (hereinafter referred to as "the State Legislature"), the Florida Department of Transportation (hereinafter referred to as "FDOT") and Community Stakeholders as appropriate. The Contractor will assist the Authority with the following:

A. Planning Activities. The Contractor will maintain liaison with members of the State Legislature concerning funding issues for public transportation. The Contractor will assist the Authority with any legislative actions necessary to allow the Authority to advance or defend against any initiatives with regard to public transportation.

B. Project Proposals. The Contractor will assist and help the Authority with grant applications, proposals for transportation initiatives and other actions that advance public transportation initiatives in Central Florida. The Contractor will help lead efforts to secure projects, relationships or contracts that increase public transportation ridership and federal formula funds.

C. Policy Issues. The Contractor will pursue policy issues when so directed by the Authority with the State Legislature in order to maximize the efficiency of public transportation

matters in Central Florida. In addition, the Contractor will inform and/or suggest possible policy positions and/or initiatives regarding public transportation for the Authority to consider when and where appropriate.

D. Inter-Agency Coordination. The Contractor shall maintain relationships and serve as the liaison with other agencies of the State of Florida or other government agencies within the State to enable the Authority to advance initiatives and programs that increase or influence the efficiency of public transportation.

E. Funding. The Contractor will identify and devise strategies to successfully secure or preserve funding from the State, Federal or Local sources or any combination thereof. The Contractor will be proactive in building relationships with key stakeholders that supports the Authority as “The” provider of public transportation within the Central Florida Region.

F. Rail. The Contractor shall assist, promote and represent the interests of the Authority with regard to fixed Rail including Commuter Rail and Light Rail, Trolley in coordination with the State Legislature and FDOT on Rail projects as it relates to future system plans for LYNX.

Technical Assistance

The Contractor shall provide technical assistance to the Authority on issues and activities, which shall include, but are not limited to:

A. Grant Applications. The Contractor will advise and assist the Authority, as appropriate, in the Authority’s efforts to submit competitive funding proposals/applications to FDOT and/or any other applicable state or local agency. The Contractor will draw upon its familiarity with grant processes of various agencies of the FDOT. The Contractor will obtain information available on new program initiatives to assist the Authority in the development of competitive proposals/responses to such initiatives.

B. Grant Agreements. The Contractor will assist in the preparation of Grant Agreement(s) and associated Grant Application(s) for elements of the Authority’s Transit System Plan as it relates to the State’s role in the federal process. The Contractor shall draw on experience in the preparation and successful implementation of similar contracts.

Written Reports

The Contractor shall provide the following reports (as situations warrant):

- A. A detailed report on the progress of its activities as outlined above;
- B. Summaries of all meetings and discussions held on the Authority’s behalf;
- C. The status of State political and regulatory issues which may affect the Authority;
- D. Summary of Contract activities on behalf of the Authority;
- E. Updates during the legislative session; and
- F. The preparation of the semi-annual “Florida Lobbyist’s Legislature Expenditure Report” for submittal by the Central Florida Regional Transportation Authority.

RFP Evaluation:

The selection process will consist of a Determination of Responsiveness and Source Evaluation Committee (SEC) ranking. The SEC will evaluate all responsive proposals received under the solicitation.

Evaluation Criteria:

The Evaluation Criteria with an assigned percentage weight of importance, noted below. Each submittal will be reviewed and evaluated by each member of the Evaluation Committee in accordance with PSTA's Evaluation Criteria listed below:

Category A: Professional Qualifications 20%

Category B: Successful Past Performance/Experience 25%

Category C: Ability to Perform 20%

Category D: Methodology & Technical Approach 20%

Category E: Price (15%)

Step II: Evaluation Committee – Oral Interviews:

Through Step II of the evaluation process the designated Evaluation Committee may conduct Oral Interviews of the short-listed firms. Each selected firm will be advised, of any required documents they might require of the firms selected. The order of these Oral Interviews will be based on the alphabetical order of the firms with no other preference.

Oral Interview:

At the conclusion of all Oral Interviews, the Evaluation Committee members will discuss the overall merits of each selected firm, each voting member of the Evaluation Committee will be required to consider the firm or firm's original proposal and any additional information obtained during the Oral Interview. The Procurement Officer shall record the ranking of the firms as presented by the Evaluation Committee – The firm(s) ranked number one, two and possibly three shall be designated as the most qualified firm(s) for the solicitation.

Multiple Award by Governing Board:

The most qualified firms will be recommended to the Governing Board for multiple awards. Task orders will be issued on an as needed basis by the Chief Government Affairs Officer to the various firms. This process enables maximum flexibility and the ability to quickly access specialized skill sets from the most qualified firms based on need in light of the anticipated dynamic and shifting legislative landscape in the short term future.

Disadvantage Business (DBE) Participation:

The RFP process will require each responder to provide evidence of the firm's diversity plan and record.

Fiscal Impact:

LYNX staff included \$100,000 in the FY2012 Adopted Operating Budget to support these services.

Consent Agenda Item #6.A. ii

To: LYNX Board of Directors

From: Rudolph Walter
DIRECTOR OF PLANNING
Jerry Bryan
(Technical Contact)
Doug Jamison
(Technical Contact)

Phone: 407.841.2279 ext: 6009

Item Name: Release Requests for Proposal (RFP)
Authorization to Release a Request for Proposal (RFP) for a System-Wide
Comprehensive Operations Analysis (COA)

Date: 5/24/2012

ACTION REQUESTED:

Authorization by the Board of Directors to have the Chief Executive Officer or designee to develop a scope and estimated fee and Issue a Request for Proposal (RFP) for a system-wide Comprehensive Operational Analysis (COA) from qualified firms or consultant teams to undertake this RFP.

BACKGROUND:

The last COA was done in 2006. The 2006 COA assumed that SunRail would be operating within 2-years and the LYNX would continue implementation of new services as was done in past years. Since then LYNX has experienced a reduction in service in 2008, SunRail was delayed and will not begin service until 2014 and the downturn in the economy has impacted how LYNX is currently delivering service.

Recently LYNX has completed the 5-Year Service Plan and the Vision 2030 20-Year Plan, initiated construction of two East/West extensions of the LYMMO BRT, completed an Alternatives Analysis for the North/South LYMMO expansion, begun the US 192 Alternatives Analysis and the SR 50 Alternatives Analysis and will complete the 10-Year Update of the Transit Development Plan by July.

LYNX has reached a critical transition point in how we provide bus service in Central Florida. Staff plans to develop a comprehensive scope of work that starts with a clean slate and charts a course forward that addresses the changes in service delivery methodology outlined in the Vision 2030 Plan. To insure the COA scope of work addresses all areas of need based on current and

planned conditions, the complexity of tasks and related costs. Staff will seek assistance from one of the current planning firms under contract to insure that the new direction in the Vision 2030 Plan are addressed as well as the traditional areas studied in a COA.

This analysis will lead to recommendations for service design and improvements for overall systems efficiencies and effectiveness of the transit services operations. It will focus on how new service delivery methods are implemented, the diversity of size and design of fleet vehicles, technology applications and staffing needs. In addition, this study should define an on-going methodology for system evaluation and updated performance guidelines.

FISCAL IMPACT:

LYNX staff included funding in the amount of \$225,000 and \$75,000 in the FY2012 Amended Operating Budgeted and FY2013 Preliminary Operating Budget, respectively, to support this effort. The Funding for this study will come from Federal funds over two budget years. At this time the estimated cost for the study is \$300,000.

Consent Agenda Item #6.B. i

To: LYNX Board of Directors

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

Phone: 407.841.2279 ext: 6036

Item Name: Invitation for Bid (IFB)
Authorization to Issue an Invitation for Bid (IFB) for Lawn Maintenance

Date: 5/24/2012

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to issue an Invitation for Bid (IFB) for lawn maintenance service.

BACKGROUND:

Contract #07-043 was awarded to Tuff Cut, Inc. on September 28, 2007 for a term of three years with two one-year options. The contract expires on September 27, 2012. The amount of the current contract is \$280,500. The following locations require lawn maintenance services:

- (1) LYNX Operations Complex, located at 1200 West South Street, Orlando, FL 32805. This location consists of a seven (7) acre lot.
- (2) LYNX Operations Center, located at 2500 Lynx Lane, Orlando, FL 32804. This location consists of a twenty four (24) acre lot.
- (3) LYNX Central Station, located at 455 North Garland Avenue, Orlando, FL 32801. This location consists of a 3.5 acres lot.
- (4) Colonial Plaza Super-stop located at Primrose and Amelia Street. The area is approximately 30,000 sq. ft.
- (5) Apopka Super Stop, located at E. 6th Street and S. Central Avenue Apopka, FL 32703. The area is approximately 45,000 sq. ft.
- (6) FDOT Lot, located at 501 N. Garland Ave. Orlando, FL 32801. Currently used as LYNX visitor's parking lot.

The IFB will solicit bids for an initial contract term of three years with two one-year options. Services include:

- (1) Mowing
- (2) Trimming and hedging

LYNX Board Agenda

- (3) Mulch replacement at least once per year
- (4) Planting beds, ground covers and mulched areas to be maintained free of weeds, trash, fallen limbs and dead vegetation
- (5) Clearing unwanted vegetation from drainage ditches and canals to retention areas

FISCAL IMPACT:

LYNX staff included \$60,000 in the FY2012 adopted operating budget to support the lawn maintenance services.

Consent Agenda Item #6.C. i

To: LYNX Board of Directors

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

Phone: 407.841.2279 ext: 6036

Item Name: Award Contracts
Authorization to Award a Contract for Trapeze FLEX Software to Trapeze Software Group and Mentor Engineering for Integration Professional Services

Date: 5/24/2012

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer or his designee to award a contract to Trapeze Software Group for FLEX software and Mentor Engineering for implementation of FLEX with the existing CAD/AVL system for NeighborLink services.

BACKGROUND:

In June 2007, LYNX began operating PickUpLine 601 (now marketed as NeighborLink) in the Poinciana community through a joint Federal Transit Administration grant with Polk County Transit Services for Rural Intelligent Transportation Services (ITS). The initial service was to be a six-month demonstration project. Due to the success of the initial project and the cost savings over operating low performing fixed routes, multiple additional NeighborLink routes have been implemented. LYNX continues to receive requests by citizens and jurisdictions throughout our service area to implement additional NeighborLink routes.

Because the initial demonstration project was only to last for six months and was similar to paratransit services, the service was scheduled and dispatched using Trapeze PASS – the same scheduling and dispatch system used for the ACCESS LYNX program. While not designed for “on-the-fly” dispatching of services open to the general public, Trapeze PASS was improvised to force it to work for these services. At this point, trip volume has become so high for NeighborLink services that it is endangering the stability of the ACCESS LYNX scheduling and dispatch system and requires additional annual licensing (\$64,144) and annual maintenance support fees (\$12,829) from Trapeze.

LYNX Board Agenda

After discussions with staff, Trapeze Software Group has agreed to waive the additional annual license fees (\$64,144) and annual maintenance support fees (\$12,829) for Trapeze PASS contingent on LYNX purchase of Trapeze FLEX for the scheduling and dispatch system to be used for NeighborLink services. For the Trapeze FLEX software to be fully functional and efficient in providing the services, it will require the purchase of two Trapeze products – FLEX (\$79,952), the core system, and the interface solution of FLEX-MON (\$28,997) to allow integration with the existing LYNX ACCESS LYNX CAD/AVL system. Mentor Engineering will provide professional services (\$30,000) to integrate the CAD/AVL system with FLEX-MON.

The total cost for implementation and operating the scheduling and dispatch system for five years, including licensing, professional services and annual maintenance support, is \$236,154. The software is licensed based on the number of routes in operation. Therefore, as additional NeighborLink routes are added, licensing fees are subject to increase.

Trapeze FLEX 5 Year Cost Analysis

Capital	FLEX	FLEX-Mon	Mentor - XGate
Licenses	\$54,802	\$13,587	N/A
Services	\$23,100	\$13,860	\$27,000
Expenses	\$2,050	\$1,550	\$3,000
Year One Maintenance/Support	\$10,960	\$2,717	Included
Servers	\$17,000	\$6,000	N/A
Total	\$107,912	\$37,714	\$30,000

Total Capital Investment = \$175,626

Annual Maintenance and Support	FLEX	FLEX-Mon	Mentor - XGate
Year Two	\$11,508	\$2,853	N/A
Year Three	\$11,911	\$2,952	N/A
Year Four	\$12,328	\$3,055	N/A
Year Five	\$12,759	\$3,162	N/A
Total	\$48,506	\$12,022	N/A

Total Maintenance and Support Years Two to Five = \$60,528

Five Year Cost Analysis Conclusion:

<p>Total Five Year Trapeze FLEX Software Project Cost = \$263,154</p> <p>Versus</p> <p>5 years of additional Trapeze PASS annual licensing and annual maintenance/support fees of \$76,973 = \$384,865</p> <p>Equals</p> <p>Total Five Year Savings to LYNX of \$121,711</p>

LYNX Board Agenda

Through transitioning the scheduling and dispatch system from Trapeze PASS to Trapeze FLEX, LYNX will save \$76,973 in local operating funds in FY2012 and future years. We will, in turn, incur \$175,626 in federal capital funding in year one and an average of \$15,132 annually in local operating funding in years two through five.

This will not only save operating funds, but also stabilize both scheduling and dispatch systems, increase operational efficiencies by using a software designed for this type of service, and, if ever desired, make bringing the service in-house easier.

FISCAL IMPACT:

LYNX staff will amend the FY2012 Operating and Capital Budgets in the amount of \$161,949 and \$13,677, respectively to support the software purchase and contract maintenance expense. All future year operating budgets will include the appropriate level of contract maintenance fees.

Consent Agenda Item #6.C. ii

To: LYNX Board of Directors

From: Donna Tefertiller
DIRECTOR OF HUMAN RESOURCES
Debbie Toler
(Technical Contact)

Phone: 407.841.2279 ext: 6119

Item Name: Award Contracts
Authorization to Award a Contract to AppleOne Employment Services and
Manpower for Temporary Staffing Services.

Date: 5/24/2012

ACTION REQUESTED:

Staff is requesting the Board of Director's authorization for the Chief Executive Officer (CEO) or designee to award a contract to Howroyd Wright Employment Agency d/b/a: AppleOne Employment Services and JMark of Central Florida Inc., d/b/a Manpower Temporary Staffing Services in an aggregate amount not-to-exceed three hundred sixty thousand dollars (\$360,000) for three years.

BACKGROUND:

At the November 10, 2011 LYNX Board of Directors' meeting, staff received authorization to release a Request for Proposal (RFP) for Temporary Staffing Services.

The RFP was released on December 22, 2011. Proposals were due to LYNX by 2:00 p.m. EST on Friday, February 3, 2012.

Twelve proposals were received from the following firms:

- 22nd Century Technologies, Inc.
- Academy Design and Technical Services, Inc.
- CareersUSA, Inc.
- COCHHBHA Enterprises, Inc.
- Howroyd Wright Employment Agency, Inc. dba: AppleOne Employment Services
- JMark of Central Florida Inc. D/B/A Manpower
- Kforce Inc.
- Randstad General Partner US, LLC. dba Randstad
- RealTime Staffing, LLC dba TopTalent Staffing
- Resource Staffing, Inc.

LYNX Board Agenda

- Stratigi Partners
- Tezlyn Figaro-Turner dba The Allied Group

The Source Evaluation Committee (SEC) consisted of the following personnel:

Christopher Plummer, LYNX

Joyce Baldi, LYNX

Keith Tillet, LYNX

The proposals were evaluated on the following criteria in descending order of importance:

- Qualifications and Experience of Firm and Professional Personnel (30%)
- Labor Pool Size, Qualifications and Diversity (25%)
- Pricing Schedule / Cost Proposal (20%)
- Client References for Similar Projects (15%)
- Provide details of additional positions (10%)

The SEC met on Wednesday, March 7, 2012 to discuss the twelve responses. The meeting was publicly noticed and each firm was notified of the date and time of the meeting.

The results of the scoring of the proposals are shown below. The scores were based on a total possible score of 300 points and the ordinal ranking of each firm.

Firm	Score	Ordinal
Howroyd Wright d/b/a AppleOne Employment	265.90	5
JMark d/b/a/ Manpower	251.11	9
Kforce	245.24	14
22 nd Century Technologies, Inc	240.48	18
Randstad	235.10	19
RealTime Staffing d/b/a TopTalent	231.11	19
Resource Staffing	231.10	20
CareersUSA, Inc	222.62	23
Stratigi Partners	221.31	23
Academy Design and Technical Services, Inc	219.08	26
Tezlyn Figaro d/b/a The Allied Group	219.07	28
COCHHBHA Enterprises	202.51	30

The members of the SEC recommended an award be made to Howroyd Wright Employment Agency, Inc. d/b/a: AppleOne Employment Services and JMark of Central Florida Inc., d/b/a Manpower.

FISCAL IMPACT:

LYNX staff has included \$119,795 in the FY2012 Amended Operating Budget to support temporary staffing services.

Consent Agenda Item #6.D. i

To: LYNX Board of Directors

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

Phone: 407.841.2279 ext: 6036

Item Name: Extension of Contracts
Authorization to Amend Contract #BDM88 with the Florida Commission
for the Transportation Disadvantaged to Provide Medicaid Non-Emergency
Transportation (NET) Services

Date: 5/24/2012

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee, to execute Amendment #4 to contract #BDM88 with the Florida Commission for the Transportation Disadvantaged to provide Medicaid Non-Emergency Transportation (NET) services.

BACKGROUND:

In December 2008, LYNX entered into contract #BDM88 with the Florida Commission for the Transportation Disadvantaged to provide Medicaid Non-Emergency Transportation (NET) services. The initial term expired on June 30, 2011. Prior to that date, an amendment was executed to extend the expiration date to June 30, 2012, and add funding to the contract.

This request will extend the contract through June 30, 2013, and add funding to the contract. The additional funding will enable continuation of Medicaid NET throughout the LYNX service area.

FISCAL IMPACT:

LYNX staff has included \$5,653,056 in the FY2013 Preliminary Operating Budget for Medicaid Revenue. The amendment #4 to the contract will add \$6,005,696 to the contract not-to-exceed amount. LYNX staff will include the additional \$352,640 in the Final FY2013 Operating Budget.

STATE OF FLORIDA
COMMISSION FOR THE TRANSPORTATION DISADVANTAGED
MEDICAID NON-EMERGENCY TRANSPORTATION (NET) PROGRAM
SUBCONTRACTED TRANSPORTATION PROVIDER AGREEMENT
AMENDMENT NO.: 4

AGREEMENT #: BDM88
FINANCIAL PROJECT ID#: 41604318201
F.E.I.D. # 591-396-396-001

THIS amendment, entered into on June 30, 2012 by and between the State of Florida, Commission for the Transportation Disadvantaged, hereinafter called "Commission" and LYNX, 455 N Garland Avenue, Orlando, Florida, 32801, hereinafter called "Subcontracted Transportation Provider" for Orange, Osceola and Seminole County(ies).

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.

WHEREAS, this amendment is for the mutual benefit of both parties; and

NOW, THEREFORE, the aforesaid Agreement is hereby amended in the following respects only:

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. Renewal of Agreement: The Term of this agreement is hereby renewed until June 30, 2013.
4. Compensation and Payment: This agreement is increased by \$6,005,696.00 for a total maximum amount of \$ 26,505,065.00.
5. Exhibit B, Method of Compensation, of said Agreement is replaced by Amendment Number 4 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 12/19/2008 and amendments 1, 2 and 3, shall remain in full force and effect. This amendment cannot be executed unless all previous amendments to this Agreement have been fully executed.

In witness whereof, the authorized representatives of the parties hereto have executed this AMENDMENT, effective June 30, 2012.

STATE OF FLORIDA
COMMISSION FOR THE TRANSPORTATION
DISADVANTAGED

LYNX

SIGNATURE

SIGNATURE

Executive Director
TITLE

TITLE

PRINTED NAME

PRINTED NAME

AMENDMENT NO. 4
EXHIBIT B
METHOD OF COMPENSATION

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

1. Project Compensation:

For the satisfactory performance of services detailed in Exhibit "A", the Subcontracted Transportation Provider shall be paid up to a Maximum Amount of \$ 26,505,065.00.

The remaining Project Amount shall be made up of the following limiting amounts:

\$ 6,005,696.00 from Fiscal Year 12/13

The total amount of this contract is expected to be funded by multiple appropriations and the State of Florida's performance and obligation to pay under this contract is contingent upon annual appropriation by the Legislature.

2. PROGRESS PAYMENTS AND DISBURSEMENT SCHEDULE OF FUNDS:

The STP shall submit monthly invoices in a format acceptable to the Commission.

FY 12/13	Payment
July	\$ 500,474.00
August	\$ 500,474.00
September	\$ 500,474.00
October	\$ 500,474.00
November	\$ 500,474.00
December	\$ 500,474.00
January	\$ 500,474.00
February	\$ 500,474.00
March	\$ 500,474.00
April	\$ 500,474.00
May	\$ 500,474.00
June	\$ 500,482.00

Consent Agenda Item #6.D. ii

To: LYNX Board of Directors

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

Phone: 407.841.2279 ext: 6036

Item Name: Extension of Contracts
Authorization to Extend the Contract with State Farm for Advertising for an Additional Three Months

Date: 5/24/2012

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to extend the contract with State Farm Mutual Automobile Insurance Company for advertising under the Road Rangers Program for three (3) months in the amount of \$76,750 in sponsorship fees.

BACKGROUND:

At the August 21, 2008 Board meeting, the Board of Directors authorized the execution of a ten-month contract with the Florida Department of Transportation (FDOT) to continue the Road Ranger Assistance Program, effective September 1, 2008 and ending June 30, 2009, in the amount of \$717,209, which under-funded the program by approximately 50%. Additionally, the Board authorized LYNX to seek funding opportunities through advertising in an effort to make up some of the funding shortfall for the program.

Since the August 2008 Board meeting, LYNX entered into an advertising agreement with State Farm, pursuant to Administrative Rule 4.4.6, that provided enough funding to add additional trucks on the road, which increased the coverage on Interstate 4. The Road Ranger Program consists of 17 Road Rangers, 1 Supervisor and 13 trucks. The patrol coverage area encompasses 75 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 and operates Monday through Thursday from 6:00 a.m. to 12:00 a.m., and Friday through Sunday from 6:00 a.m. to 3:30 a.m. In the event funding from FDOT is reduced or eliminated, State Farm understands that a reduction in sponsorship commensurate with service reduction and/or cancellation of the contract will occur.

LYNX Board Agenda

FDOT plans to enter into a contract for the remaining nine (9) months, which will be effective October 1, 2012, and will be taken to the July Board meeting. At that time, there are plans to extend State Farm's contract.

FISCAL IMPACT:

LYNX staff included the anticipated annual amount of \$321,000 in the FY2012 Operating Budget, which includes this extension.

Consent Agenda Item #6.D. iii

To: LYNX Board of Directors

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

Phone: 407.841.2279 ext: 6036

Item Name: Extension of Contracts
Authorization to Extend the Contract with the Florida Department of
Transportation (FDOT) for the Road Ranger Program

Date: 5/24/2012

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to extend the contract with the Florida Department of Transportation (FDOT) for a period of three (3) months to continue the existing Road Ranger program in the amount of \$297,750. The current contract will expire June 30, 2012.

BACKGROUND:

On May 18, 1998, LYNX and 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 stranded motorists 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 LYNX' responsibility 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. The Road Ranger Program, it is now called, consists of 17 Road Rangers, 1 Supervisor and 13 trucks. The patrol coverage area encompasses 75 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 and operates Monday through Thursday from 6:00 a.m. to 12:00 a.m., and Friday through Sunday from 6:00 a.m. to 3:30 a.m.

LYNX Board Agenda

In August 2008, due to legislative reductions in funding, LYNX entered into a contract with State Farm for one year with two one-year renewal options to supplement funding for the program. A contract extension request for State Farm is included in the May Board packet.

FDOT plans to enter into a contract for the remaining nine (9) months, which will be effective October 1, 2012, and will be taken to the July Board meeting. At that time, there are plans to extend State Farm's contract as well.

FISCAL IMPACT:

LYNX staff included the anticipated annual amount of \$1,040,071 in the FY2012 Operating Budget. This amount includes the extension.

Consent Agenda Item #6.D. iv

To: LYNX Board of Directors

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

Phone: 407.841.2279 ext: 6036

Item Name: Extension of Contracts
Authorization to Exercise Second Year Option of Contract #08-C17 with
SSI Petroleum for Supplying Oils and Lubricants

Date: 5/24/2012

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to extend the contract with SSI Petroleum for supplying 15W-40 motor oil (bulk delivery) at \$7.59 per gallon on an as needed basis. This contract extension will be for one year and it will be the final option year of the contract.

BACKGROUND:

LYNX has an ongoing requirement for motor oil for fleet use. Bid #08-B01 was issued on March 17, 2008, with bids due on April 11, 2008. A total of five (5) bids were received. The LYNX Board approved the contract award on July 1, 2008.

The LYNX contract stipulates that, due to the volatility of the oil market, the contract allows for an upward or downward adjustment every six (6) months with proper documentation and approval by LYNX. The contractor is required to submit a letter from their supplier to document the price adjustment. Any increase will be a direct pass through cost with no allowance for additional profit or overhead.

The original awarded contract price for motor oil was \$5.87 per gallon. During the term of this contract, LYNX has only experienced one price increase of \$1.72 per gallon which is 29% over the original price received in this bid. The current price of motor oil is \$7.59 per gallon. LYNX uses approximately 32,000 gallons a year of the 15W-40 motor oil.

FISCAL IMPACT:

LYNX staff included \$345,000 in the FY2012 Amended Operating Budget to support the purchases for oils and lubricants.

Consent Agenda Item #6.E. i

To: LYNX Board of Directors

From: **Lisa Darnall**
CHIEF OPERATING OFFICER
William Hearndon
(Technical Contact)
Andrea Ostrodka
(Technical Contact)
Blanche Sherman
(Technical Contact)

Phone: 407.841.2279 ext: 6036

Item Name: Miscellaneous
Authorization to Issue a Purchase Order in the Amount of \$1,097,625 to First Class Coach Sales Under the Florida Department of Transportation's (FDOT) Florida Vehicle Procurement Program's (FVPP) State Contract #FVPP-11-CA-FCCSC for Eleven (11) Paratransit Replacement Vehicles and Four (4) Paratransit Expansion Vehicles

Date: 5/24/2012

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer or designee to issue a Purchase Order in the amount of \$1,097,625 to First Class Coach Sales under the Florida Department of Transportation's (FDOT) Florida Vehicle Procurement Program's (FVPP) State Contract #FVPP-11-CA-FCCSC for eleven (11) paratransit replacement vehicles and four (4) paratransit expansion vehicles.

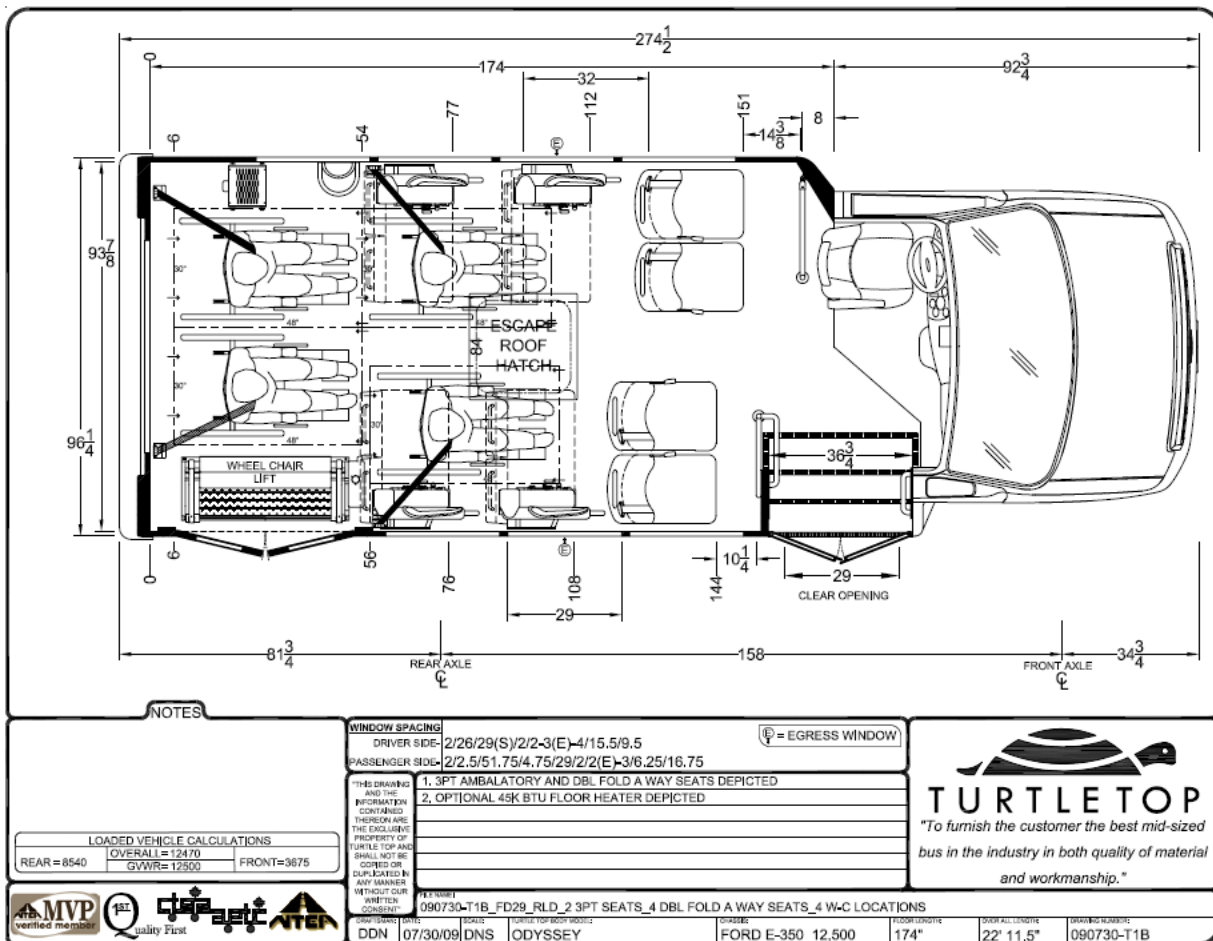
BACKGROUND:

LYNX' goal is to purchase all the paratransit vehicles operated in the future and provide them over the next five years to our contracted provider for utilization. This will allow LYNX to use capital grant funds to procure the vehicles, rather than using local operating dollars paid to our contracted provider. Further, LYNX will save the financing costs and taxes that are passed through as an expense built into the provider's capital cost. LYNX has already provided eighty-four (84) paratransit vehicles to MV Transportation to operate in exchange for a reduction in invoiced expenses. These additional eleven (11) replacement and four (4) expansion vehicles represent about 60% of the current fleet.

The Florida Vehicle Procurement Program (FVPP) is a state program that has been in existence since 1995, providing transit agencies with the means of procuring quality vehicles at the lowest

possible price. The program is managed by the Florida Department of Transportation (FDOT) in Tallahassee and administered by the Center for Urban Transportation Research (CUTR), located in Tampa.

Through a competitive selection process, FVPP awarded a Florida Department of Transportation vehicle procurement contract (#FVPP-11-CA-FCCSC) for “Small Cutaway Type Vehicles” to First Class Coach Sales, a local Orlando dealer of Turtle Top manufactured vehicles. First Class Coach Sales and Turtle Top meet all pre- and post-award requirements of the Federal Transit Administration (FTA). Additionally, Turtle Top is a manufacturer on the FTA’s approved “Transit Vehicle Manufacturer” list (which ensures Disadvantaged Business Enterprise participation).



LYNX Board Agenda

The proposed procurement will be for ten (10) Turtle Top “Odyssey” models (pictured), to be built on Ford chassis with three varying seating capacities on each vehicle (using foldaway seating) of:

- 12 ambulatory and 2 wheelchair customers
- 8 ambulatory and 3 wheelchair customers
- 4 ambulatory and 4 wheelchair customers

This varying capacity ability will allow for maximizing vehicle usage in scheduling and will thereby allow vehicles to operate at a higher productivity level, which will ultimately allow for additional cost savings to LYNX.

The cost breakdown on a per-vehicle basis is as follows:

Ford E450, 22’10” length, 5.4L Gas	\$63,680
Freedman Standard Seats	\$ 1,040
Freedom Foldaway Seats	\$ 3,320
Q’Straint QRTMAX Securement Systems	\$ 2,120
Braun Side Wheelchair Lift	\$ 3,000
Amerex Small Vehicle System (automatic fire suppression)	\$ 15
Total	\$73,175

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

LYNX’ DBE program requires that each transit vehicle manufacturer as a condition to bid for or propose on FTA-assisted vehicle procurements must provide certification of compliance with the requirements of the regulations by having an established annual overall percentage goal approved by FTA. LYNX does not establish a specific goal for this project.

FISCAL IMPACT:

LYNX staff will amend the FY2012 Capital Budget in the amount of \$1,097,625 to procure fifteen (15) paratransit vehicles.

These fifteen (15) vehicles will be fully funded by federal ARRA funding.

Consent Agenda Item #6.E. ii

To: LYNX Board of Directors

From: Rudolph Walter
DIRECTOR OF PLANNING
Reginald Mells
(Technical Contact)

Phone: 407.841.2279 ext: 6009

Item Name: Miscellaneous
Authorization to Execute Joint Participation Agreement between LYNX and the Florida Department of Transportation (FDOT) for Section 5316 (Job Access and Reverse Commute - JARC), Section 5317 (New Freedom Program - NFP) Federal Transit Administration Non-Urbanized Area Program Funds and Section 5317 (New Freedom Program) Federal Transit Administration Small Urbanized Area Program Funds

Date: 5/24/2012

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to execute Joint Participation Agreements #4321911, #4321921, and #4303501 with the Florida Department of Transportation.

LYNX submitted grant applications (December 17, 2010) to FDOT and was awarded \$587,775 of Section 5316 Non-urbanized Area Formula Program funds, approximately \$35,000 of Section 5317 Non-urbanized Area Formula Program funds, and approximately \$385,000 of Section 5317 Small urbanized Area Formula Program funds of the FFY 2011 / FFY 2012 funding cycle.

BACKGROUND:

As the designated recipient of the Federal Transit Administration (FTA) 5316 and 5317 funds for rural and small urbanized areas for low income individuals and people with disabilities transportation, FDOT solicited applications under each of the following funding programs:

Non-urbanized Area Program – FTA Section 5316 (JARC) and FTA Section 5317 (NFP)

FTA allocates non-urbanized area funds to the State of Florida as provided under Section 5316 and Section 5317 of the Federal Transit Act. These funds are for the purpose of assisting private nonprofit groups and community transportation coordinators in meeting the transportation needs of the low income individuals as it relates to employment (Section 5316) and to support new public transportation services and public transportation alternatives in meeting the transportation needs of persons with disabilities (Section 5317) in non-urbanized areas.

The Federal rural operating assistance of approximately \$587,775 (Section 5316) and \$35,000 (Section 5317) will offset some of the operating costs in FY2013. The balance of the rural transportation services will be funded through farebox revenues, local funding contributions and other revenues. Once authorized, the funds programmed by FDOT will be included in the FY 2013 LYNX operating budget.

Section 5316 Non-urbanized Area Projects - \$587,775:

Link 306 Poinciana to Disney	\$ 45,000
Link 426 Poinciana Circulator, Ext. Hours	\$155,000
NeighborLink 601 Poinciana North	\$129,000
NeighborLink 602 Bithlo	\$129,000
NeighborLink 602 Bithlo, Enhancement- Frequency	\$129,775

Section 5317 Non-urbanized Area Projects - \$35,000:

Seminole Behavioral Healthcare (Sub-Recipient)	\$35,000
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Small urbanized Area Program – FTA Section 5317 (NFP)

FTA allocates non-urbanized area funds to the State of Florida as provided under Section 5316 of the Federal Transit Act. These funds are for the purpose of assisting private nonprofit groups and community transportation coordinators in meeting the transportation needs of the low income individuals as it relates to employment (Section 5316) in small urbanized areas.

The Federal small urbanized operating assistance of approximately \$555,000 (Section 5316) will offset some of the operating costs in FY 2013. The balance of the small urbanized transportation services will be funded through farebox revenues, local funding contributions and other revenues. Once authorized, the funds programmed by FDOT will be included in the FY 2013 LYNX operating budget.

Section 5317 Small urbanized Area Projects - \$385,000:

NeighborLink 631 Buena Ventura Lakes	\$131,100
NeighborLink 631 Buena Ventura Lakes, Enhancement- Saturday	\$ 26,629
NeighborLink St. Cloud North	\$127,271
Information Based Services	\$100,000

FISCAL IMPACT:

Since this is a 50% FTA, 50% local match, it is anticipated that the local match will be that of in-kind services from partners, local funding contributions, or other revenues. Under the Section

5316 Non-urbanized Area Program it is estimated that approximately \$587,775 of Federal Funds for projects selected by FDOT through its competitive selection process. These rural operating assistance funds will be obligated under a Joint Participation Agreement (JPA) with FDOT and available in FY2013.

Under the Section 5317 Non-urbanized Area Program it is estimated that approximately \$35,000 of Federal Funds for rural operating will be obligated under a Joint Participation Agreement (JPA) with FDOT and available in FY2013.

Section 5317 Small urbanized Area Program is estimated to be approximately \$385,000 of Federal Funds for small urbanized operating assistance funds will be obligated under a Joint Participation Agreement (JPA) with FDOT and available in FY2013.

ATTACHMENT 1

RESOLUTION NO #12-007

A RESOLUTION OF THE CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY (d.b.a. LYNX); AUTHORIZING THE CHIEF EXECUTIVE OFFICER TO EXECUTE JOINT PARTICIPATION AGREEMENTS #4321911, #4321921, AND #4303501 WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR FFY 2011 & FFY 2012 SECTION 5316 JOB ACCESS AND REVERSE COMMUTE (JARC) AND SECTION 5317 NEW FREEDOM PROGRAM (NFP) FEDERAL TRANSIT ADMINISTRATION NON-URBANIZED AREA AND SMALL URBANIZED AREA PROGRAM FUNDS.

WHEREAS, the Florida Department of Transportation provides funding to coordinate transportation services in the rural and small urbanized areas of Orange, Seminole, and Osceola counties to transport disabled individuals and transport low income individuals to and from their places of employment and employment related activities; and

WHEREAS, this is a resolution of the GOVERNING BOARD of the Central Florida Regional Transportation Authority (hereinafter BOARD), which hereby authorizes the signing and submission of the Public Transportation Joint Participation Agreement to the Florida Department of Transportation; and

WHEREAS, this BOARD has the authority to authorize the execution of the Joint Participation Agreements and any supplements thereof, pursuant to grant awards made by the Florida Department of Transportation as authorized by Chapter 341, Florida Statutes and/or by the Federal Transit Administration Act, as amended;

NOW THEREFORE, BE IT RESOLVED THAT:

1. The BOARD has the authority to authorize the execution of the Joint Participation Agreements #4321911, #4321921, and #4303501 to be issued by FDOT in FY 2012.
2. The BOARD authorizes the Chief Executive Officer (CEO) to execute the Joint Participation Agreements #4321911, #4321921, and #4303501 with the Florida Department of Transportation for operating assistance for rural transportation services and small urbanized transportation services and JARC/NFP projects in the amount of approximately \$1,007,775.
3. That the above authorizations shall be continuing in nature until revoked by the Chairman of the Governing Board.

CERTIFICATION OF THE ADOPTION OF THE PROPOSED RESOLUTION 12-007 APPROVING THE JOINT PARTICIPATION AGREEMENTS #4321911, #4321921, AND #4303501 WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR FFY 2011 & FFY 2012 SECTION 5316 JOB ACCESS AND REVERSE COMMUTE AND SECTION 5317 NEW FREEDOM PROGRAM FEDERAL TRAIT ADMINISTRATION NON-URBANIZED AREA AND SMALL URBANIZED AREA PROGRAM FUNDS.

APPROVED AND ADOPTED this 24th day of May 2012, by the Governing Board of Directors of the Central Florida Regional Transportation Authority.

CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY

By: Governing Board

Chairman

ATTEST:

Assistant Secretary

Consent Agenda Item #6.E. iii

To: LYNX Board of Directors

From: Edward Johnson
GENERAL MANAGER
Rudolph Walter
(Technical Contact)
Doug Jamison
(Technical Contact)

Phone: 407.841.2279 ext: 6058

Item Name: Miscellaneous
Authorization to Negotiate a Work Order with Harris Corporation for Project Management and Training Related to the Completion and Acceptance of the Computer Aided Dispatch System

Date: 5/24/2012

ACTION REQUESTED

Staff is seeking the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to negotiate a work order under GSA Schedule 70 with Harris Corporation to provide project management and training related to the completion and acceptance of the Computer Aided Dispatch system.

BACKGROUND

LYNX is currently deploying a Computer Aided Dispatch (CAD) system in conjunction with the existing Automatic Vehicle Location (AVL) system. This program will assist the Authority in improving operations to provide better service to LYNX customers and to allow the Authority to reduce costs. It will also provide the tools for monitoring and improving the delivery of service. LYNX will use the system provide information to improve its business processes to become more efficient and to increase customer satisfaction and increase ridership.

The CAD system will provide the Authority with the tools and the data to manage daily operations and to improve short and long range route planning. Harris Corporation will provide the project management expertise in assisting with the technical acceptance of the completion of the project deployment and the assistance with integrating the system into the ongoing operations of the Authority. This work will also include an analysis of staff skill sets to determine where gaps exist and to assist the Authority with providing training to remove those gaps. A training program will be developed including testing to ensure the effectiveness of the training. Job descriptions will be updated to reflect these skill sets and to define which skills will be required of new hires and which will be developed through training programs within LYNX.

Upon completion of the work order LYNX will have documentation of the completion of the deployment of the CAD system along with a recommendation for system acceptance. Training programs will be developed and in place for all staff using the system and job descriptions updated to reflect the required skills and training. An internal stakeholder group will be developed representing all users to monitor and oversee the ongoing operations of the CAD system.

FISCAL IMPACT

LYNX staff included \$200,000 in the FY2012 Operating Budget to support the project management of the completion of the deployment of the CAD system and integration into the ongoing operations of the Authority.

Consent Agenda Item #6.E. iv

To: LYNX Board of Directors

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

Phone: 407.841.2279 ext: 6036

Item Name: Miscellaneous
Authorization to Purchase Used Radios from Orange County Public Schools
and Purchase Motorola Software Upgrade for All Radios

Date: 5/24/2012

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to issue a purchase order to Orange County Public Schools (OCPS) to purchase two hundred three (203) used radios and to Motorola to upgrade all radios to a digital system.

BACKGROUND:

All two-way radio communications from revenue buses, support vehicles and portable radios is currently contracted through Orange County. Orange County Radio Services is in the process of upgrading their system to increase operating efficiency, coverage, and reliability. One of the processes to achieve this is to move from an analog to a digital system.

LYNX was notified at the end of 2010 that Orange County was moving to a digital system which would require all users to upgrade their radios from analog to digital. Installation must be completed prior to December 31, 2012, which is the date Orange County will no longer operate an analog service.

To ensure that LYNX can continue to operate on the Orange County digital system, all radios must be digital-capable. At this time, only eighty seven (87) of LYNX' fleet mobile radios can be upgraded to the digital system necessitating the replacement of one hundred ninety three (193) radios that cannot be upgraded, plus ten (10) spares. The radio replacements will require the removal of the old analog radios and the installation of the new digital radios. Re-programming of the upgradeable eighty-seven (87) radios owned by LYNX and the two hundred three (203) to be purchased from Orange County Public Schools is required. Any changes in service requirements over the next several months would change the number of radios needed.

In January 2012, the LYNX Board authorized the release of an RFP for the replacement and upgrade of the radios in LYNX buses and support vehicles. The estimated cost of buying new radios, installation and programming to complete this project increased from the original budget estimate of \$786,651 to \$1,307,691.

Orange County Public Schools has a surplus of used radios for sale at a cost of \$454 each. These radios will require a software upgrade to work on the digital system and become P-25 and Narrow Band compliant according to FCC Rules. The Orange County Radio Shop is available to install the software upgrade to all the required radios. LYNX also plans to use internal labor to remove the old radios and install the used radios in the buses.

The following table details all expenses:

Item	Quantity	Unit Cost	VENDORS	
			Orange County Public Schools	Motorola
Purchase of Radios XTL1500	203	\$454.00	\$92,162	
Software Upgrade XTL1500 units	203	\$554.15		\$112,492
Handsets	203	\$250.00		\$50,750
Labor - Installation of Software Upgrade - OC Radio Shop - No charge	290	NC		
Software Upgrade XTL2500 units	87	\$643.00		\$55,941
Upgrade of Hand Held Units and Support Vehicles	100	\$435.00		\$43,500
Sub-Total			\$92,162	\$262,683
Recap of Costs				
Orange County Public Schools				\$92,162
Motorola				\$262,683
Misc. cables, connectors and other supplies				\$5,000
Total				\$359,845

FISCAL IMPACT:

LYNX staff included \$786,651 of federal funds in the FY2012 Capital Budget to purchase digital radios. The estimated cost of buying new radios, installation and programming to complete this project increased from the original budget estimate of \$786,651 to \$1,307,691. In order to use federal funding we must meet the Buy America requirements.

Since the OCPS radios do not meet the Buy America requirements, LYNX staff is requesting a one-time use of LYNX reserves in the amount of \$359,845 to support the purchase of the radios and related components from OCPS. As a result, LYNX will realize a savings of \$947,846 over the current estimate.

Consent Agenda Item #6.E. v

To: LYNX Board of Directors

From: Rudolph Walter
DIRECTOR OF PLANNING
Belinda Balleras
(Technical Contact)

Phone: 407.841.2279 ext: 6009

Item Name: Miscellaneous
Authorization to Execute a Multi-Year Joint Participation Agreement (JPA)
4247831 with the Florida Department of Transportation (FDOT) for State
Block Grant Funding

Date: 5/24/2012

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to execute Resolution #12-006 for a Joint Participation Agreements (JPA) with the Florida Department of Transportation District 5 (FDOT) for the FY 2013 State Block Grant for operating assistance in the amount of \$9,349,670. This JPA will be supplemented annually based on the adopted State Work Plan.

BACKGROUND:

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

FDOT included in its Work Program funds for LYNX operating assistance. FDOT will obligate funds in the amount of \$9,349,670 under Joint Participation Agreement #4247831.

Funds from this JPA are available to match federal and local assistance for operating eligible projects.

FISCAL IMPACT:

LYNX staff included \$9,649,670 in the FY2013 Preliminary Operating Budget. The supplemental JPA fiscal years funding will be programmed into each respective LYNX' operating fiscal year budget.

CFRTA RESOLUTION #12-006

A RESOLUTION OF THE CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY (d.b.a. LYNX); AUTHORIZATION FOR THE CHIEF EXECUTIVE OFFICER TO EXECUTE JOINT PARTICIPATION AGREEMENT #4247831 WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FOR FY 2013 AND SUPPLEMENTAL FUNDING THROUGH 2017 FOR OPERATING ASSISTANCE.

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

WHEREAS, LYNX has satisfied the requirement to complete a Transit Development Plan (TDP) for FY 2013-2022 which will be submitted to FDOT by June 1, 2012 and the TDP is consistent with the five-year Transportation Improvement Program (TIP), and Metroplan Orlando's Year 2030 Long Range Plan, and

WHEREAS, this is a Resolution of the GOVERNING BOARD of the Central Florida Regional Transportation Authority (hereinafter BOARD), which hereby authorizes the execution of the Joint Participation Agreement #4247831 with the Florida Department of Transportation for the FY 2013 State operating assistance as authorized in Section 341.052 (1) Florida Statutes; and,

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

NOW THEREFORE, BE IT RESOLVED THAT:

1. The BOARD has the authority to authorize the execution of the Joint Participation Agreement # 4247831.
- 2.
3. The BOARD authorizes the Chief Executive Officer (CEO) or designee to execute the Joint Participation Agreement #4247831 which will be provided by FDOT after July 1, 2012.
4. That the above authorization shall be continuing in nature until revoked by the Chairman of the governing Board.

CERTIFICATION OF THE ADOPTION OF THE PROPOSED RESOLUTION 12-006 APPROVING THE JPA #4247831 WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE FY 2013 STATE OPERATING ASSISTANCE IN THE AMOUNT OF \$9,349,670 AND FUTURE SUPPLEMENTAL FUNDING.

APPROVED AND ADOPTED this 24th day of May 2012, by the governing Board of the Central Florida Regional Transportation Authority.

CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY

By: _____
Chairman

Attest:

Assistant Secretary

z/10/08

Consent Agenda Item #6.E. vi

To: LYNX Board of Directors

From: Rudolph Walter
DIRECTOR OF PLANNING
Jerry Bryan
(Technical Contact)

Phone: 407.841.2279 ext: 6009

Item Name: Miscellaneous
Authorization to Initiate the Public Participation Process for the August 2012 Service Changes

Date: 5/24/2012

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to initiate the public participation process for consideration of proposed service efficiency changes. Authorization is requested for this process to begin immediately for the August 19, 2012 service changes.

BACKGROUND:

In an effort to streamline the fixed route bus service for efficiency, route restructuring proposals are being developed which may impact some Links. Staff is seeking public input as to how proposed changes will affect the community. LYNX' Public Participation Program requires that these proposals be presented to the public in the form of workshops and/or public hearings. Staff will compile comments from the workshops and incorporate them into final restructuring proposals. At this time staff does not anticipate any service reductions that would mandate public hearings, but prefers to seek public participation to further provide input on the proposed changes.

LYNX' Public Participation Program mandates public hearings to take place should a route or routes be reduced by 25% or more of the total route's hours, as recommended by the Federal Transportation Administration (FTA). If warranted, staff will then take the proposals to the public in the form of public hearings if a proposed change could affect 25% or more of the total route's hours.

To date, staff has identified the following proposed service efficiencies under review for the August 19, 2012 service changes:

- Link 104: Running time will be added to this route to address late-arriving trips

Staff will bring the workshop results back to the Board and seek their approval of the final proposed service changes for August 19, 2012 at the July 2012 Board meeting.

FISCAL IMPACT:

All proposed changes will be supported with funds included in the FY2012 Operating Budget.

Consent Agenda Item #6.E. vii

To: LYNX Board of Directors

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

Phone: 407.841.2279 ext: 6036

Item Name: Miscellaneous
Authorization to Amend Contract #11-C18 with Diamond Investigations & Security, Inc.

Date: 5/24/2012

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to amend Contract #11-C18 for Security Guard Services with Diamond Investigations and Security, Inc., in the amount of \$243,419 for the initial term of the contract beginning July 1, 2011, which expires September 30, 2013.

BACKGROUND:

On July 1, 2011, LYNX entered into a contract with Diamond Investigations and Security, Inc. to provide security services to LYNX facilities. The current contract amount is not to exceed \$1,165,233. Staff added security services at the South Street facility in July 1, 2011. As a result of this additional service additional funding needs to be added to the contract. The revised contract amount will not exceed \$1,408,651.50.

The additional funding is as follows:

Time Period	Hours	Rate	Total Cost
Jul 1, 2011 to Sep 30, 2011	2190	\$12.35	\$27,047
Oct 1, 2011 to Sep 30, 2012	8760	\$12.35	\$108,186
Oct 1, 2012 to Sep 30, 2013	8760	\$12.35	\$108,186

Beginning April 1, 2012, MV Transportation, Inc. will reimburse LYNX for 50% of this additional cost as presented at the March 2012 Board meeting.

The current contract ends September 30, 2013, and LYNX has the option of extending the contract for two additional years.

FISCAL IMPACT:

LYNX staff has included \$108,186 in the FY2012 Amended Operating Budget to support this contract amendment in year 2. LYNX staff will include the year 3 contract amendment in the amount of \$108,186 in the final adopted FY2013 Operating Budget.

Consent Agenda Item #6.E. viii

To: LYNX Board of Directors

From: Bernard Guida
DIRECTOR OF PROCUREMENT
Debbie Toler
(Technical Contact)

Phone: 407.841.2279 ext: 6057

Item Name: Miscellaneous
Authorization to Implement Revised Substance Abuse Program Policies For Non-Safety Sensitive Positions as well as For Safety Sensitive Positions

Date: 5/24/2012

ACTION REQUESTED:

Staff is requesting Governing Board authorization for the Chief Executive Officer (CEO) or designee to implement revised Substance Abuse Program Policies for Non-Safety Sensitive Positions as well as for Safety Sensitive Positions.

BACKGROUND:

The Central Florida Regional Transportation Authority /d/b/a LYNX is dedicated to providing safe, dependable and economical transportation services to passengers. In order to achieve this goal, LYNX complies with all applicable Federal regulations governing workplace substance abuse and alcohol and drug free workplace programs in the transit industry. These regulations include U.S. Department of Transportation 49 CFR Part 655 as amended, 49 CFR Part 40 as amended, and 49 CFR Part 29.

PROPOSED REVISED POLICIES:

The attached revised policies have been modified from the previously adopted Anti-Drug and Alcohol Misuse Prevention Program Policies as follows:

- The proposed policies are consistent with FDOT's model program.
- The proposed policies are separated between non-safety sensitive positions and safety-sensitive transit system positions.
- Criteria for an Observed Collection were revised (Section 15).
- The term *Drug Testing Procedures* was changed to *Testing Procedures*.
- The term *Alcohol Testing* was changed to *Breath Alcohol Testing*.
- Under *Amphetamines*, DOT testing has always included confirmatory testing, when appropriate, for Amphetamines and Methamphetamines. In order to do this

LYNX Board Agenda

Amphetamines group, we are adding initial testing for MDMA and confirmatory testing for DMA, MDA, and MDEA. MDMA, MDA and MDEA are methylene-dioxy derivatives of amphetamines and methamphetamines. These are the so-called “designer drugs” commonly known as Ecstasy, X, XTC, etc.

- Initial test cutoffs for cocaine metabolites changed from 300 to 150 nanograms per milliliter (ng/mL); confirmation test cutoffs dropped from 150 to 100 ng/mL. For amphetamines, initial test cutoffs fell from 1,000 to 500 ng/mL as confirmation tests for amphetamines and methamphetamines fell from 500 to 250 ng/mL.
- Names of the Medical Review Officer and Program Manager were revised.
- The Drug and Alcohol fact sheet was revised.
- The revised policies have been changed from a “Second Chance” model to a “Zero Tolerance” model.



Policy: Substance Abuse Program Policy
For Non-Safety Sensitive Positions

Approved By:

Issuing Dept: Human Resources

Effective Date:

John M. Lewis, Jr.
Chief Executive Officer

1. Policy

The Central Florida Regional Transportation Authority (hereinafter referred to as "LYNX") is dedicated to providing safe, dependable, and economical transportation services to our passengers. LYNX employees are our most valuable resource and it is our goal to provide a healthy, satisfying work environment which promotes personal opportunities for growth. In meeting these goals, it is our policy to (1) assure that employees are not impaired in their ability to perform assigned duties in a safe, productive, and healthy manner; (2) create a workplace environment free from the adverse effects of drug abuse and alcohol misuse; (3) prohibit the unlawful manufacture, distribution, dispensing, possession or use of controlled substances; and (4) to encourage employees to seek professional assistance anytime personal problems, including alcohol or drug dependency, adversely affect their ability to perform their assigned duties.

2. Purpose

The purpose of this policy is to assure worker fitness for duty and to protect our employees, passengers, and the public from the risk posed by the use of prohibited drugs and the misuse of alcohol. This policy is also intended to comply with all applicable Federal regulations governing workplace anti-drug and alcohol programs in the transit industry. The Drug-Free Workplace Act of 1988," which requires the establishment of drug-free workplace policies and the reporting of certain drug-related offenses to the FTA. This policy incorporates those requirements for employees and others when so noted. A copy of these procedures may be obtained from the Human Resources Department.

3. Applicability

This policy applies to all administrative employees, and paid part-time administrative employees. This policy applies to off-site lunch periods or breaks when an employee is scheduled to return to work.

4. Prohibited Substances

4.1 Illegally Used Controlled Substances or Drugs

This includes, but is not limited to: marijuana, amphetamines/methamphetamines, opiates, phencyclidine (PCP), and cocaine, as well as any drug not approved for medical use by the U.S. Drug Enforcement Administration or the U.S. Food and Drug Administration. Illegal use includes use of any illegal drug, misuse of legally prescribed drugs, and use of illegally obtained prescription drugs.

4.2 Legal Drugs

The appropriate use of legally prescribed drugs and non-prescription medications is not prohibited. However, the use of any substance, which carries a warning label that indicates that mental functioning, motor skills or judgment may be adversely affected, must be reported to a supervisor. A legally prescribed drug means that the individual has a prescription or other written approval from a physician for the use of a drug in the course of medical treatment. It must include the patient's name, the name of the substance, quantity/amount to be taken, and the period of authorization. The misuse or abuse of legal drugs while performing transit business is prohibited.

4.3 Alcohol

The use of beverages containing alcohol or any medication, food, or any other substance that results in alcohol being present in the body, while performing transit business is prohibited. The Central Florida Regional Transportation Authority (LYNX) is committed to ensuring safe, efficient and effective transportation services by establishing a drug and alcohol-free work environment, and to ensuring that the workplace remains free from the effects of drugs and alcohol in order to promote the health and safety of employees and the public. To that end Lynx will:

- Ensure that employees perform assigned duties in a safe, productive and healthy manner;
- Create a workplace environment free from the adverse effects of drug abuse and alcohol misuse;
- Prohibit the unlawful manufacture, distribution, dispensing, possession, or use of controlled substances;
- Encourage employees to seek professional assistance any time personal problems, including alcohol or drug dependency, affect their ability to perform their job duties;

5. Prohibited Conduct

5.1 Manufacture, Trafficking, Possession and Use

As outlined in the Drug-Free Workplace Act of 1988, transit system employees are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession or use of prohibited substances on LYNX premises, in transit vehicles, in uniform or while on company business. Compliance with the Drug-Free Workplace Act of 1988 is required of all recipients of Federal funding and is a condition of employment for all LYNX employees to abide by its terms.

Employees who violate this provision will be discharged. Law enforcement shall be notified, as appropriate, where criminal activity is suspected.

5.2 Intoxication

Any employee who is reasonably suspected of being intoxicated, impaired, under the influence of a prohibited substance, or not fit for duty, shall be immediately suspended from job duties with pay pending an investigation and verification of condition. An employee who fails to pass a drug and/or alcohol test shall be removed from duty immediately.

5.3 Alcohol and Drug Use

No employee is permitted to report for duty or remain on duty when their ability to perform assigned functions is adversely affected by alcohol or when their breath alcohol concentration is 0.02 or greater. No employee shall consume alcohol while on duty, while performing safety-sensitive functions, or just before or just after performing a safety-sensitive function. Employees on call should not consume alcohol within 4 hours of reporting for duty, or during the hours that they are on call.

All employees will be tested for alcohol and or drugs in the following circumstances: pre-employment, and reasonable suspicion..

5.4 Compliance with Testing Requirements

All employees will be subject to urine drug testing and breath alcohol testing as a condition of employment.

5.6 Notifying LYNX of Criminal Drug

Under the Drug-Free Workplace Act, all employees are required to notify LYNX of any criminal drug conviction or arrest within five (5) days after such conviction or arrest. Failure to comply with this provision shall result in disciplinary action up to and including termination of employment.

5.7 Proper Application of the Policy

LYNX is dedicated to assuring fair and equitable application of the substance abuse policy. Therefore, supervisors, managers and directors are required to use and apply all aspects of this policy in an unbiased and impartial manner. Any supervisor, manager or director who knowingly disregards the requirements of this policy, or who is found to deliberately misuse the policy in regard to subordinates, shall be subject to disciplinary action up to and including termination of employment.

6. Testing Procedures

All employees shall be subject to pre-employment and reasonable suspicion testing.

6.1 Pre-Employment Testing

All applicants shall undergo urine drug testing immediately following the offer of employment.

Failure of a pre-employment drug test will disqualify an applicant for employment for a period of one (1) year. Evidence of the absence of drug dependency from a Substance Abuse Professional that meets with the approval of the company and a negative pre-employment drug test will be required prior to further consideration for employment. The cost for the assessment and any subsequent treatment will be the sole responsibility of the applicant.

6.2 Reasonable Suspicion Testing

A reasonable suspicion referral for testing will be made on the basis of documented objective facts and circumstances which are consistent with the short-term effects of substance abuse or alcohol misuse. A non-DOT test will be conducted.



Examples of reasonable suspicion include, but are not limited to, the following:

- 1) Physical signs and symptoms consistent with prohibited substance use or alcohol misuse which includes specific, contemporaneous, articulated observations concerning the appearance, behavior, speech, or body odors of an employee.
- 2) Evidence of the manufacture, distribution, dispensing, possession or use of controlled substances, drugs, alcohol or other prohibited substance.
- 3) Fights (to mean physical contact), assaults, and flagrant disregard or violations of established safety, security or other operation procedures.

Reasonable suspicion referrals must be made by one or more supervisors who are trained to detect the signs and symptoms of drug and alcohol misuse and conclude that an employee may be adversely affected or impaired in his/her work performance due to possible prohibited substance abuse or alcohol misuse.

7. Disciplinary Consequences for a Positive Test for Prohibited Drugs:

Prohibited drugs are marijuana, cocaine, opiates, alcohol, phencyclidine and amphetamines. Based on LYNX Policy, the following disciplinary action applies:

Cocaine, opiates, phencyclidine and amphetamines – immediate termination

Marijuana – A onetime second chance agreement

Alcohol – A onetime second chance agreement

Any second offense by an employee will result in immediate termination of employment.

INITIAL TEST

INITIAL TEST CUTOFF LEVELS

Marijuana metabolites	50 ng/ml
Cocaine metabolites	300 ng/ml
Opiate metabolites	2,000 ng/ml
Phencyclidine (PCP)	25 ng/ml
Amphetamines	1,000 ng/ml

CONFIRMATORY TEST

CONFIRMATORY TEST CUTOFF LEVELS

Marijuana metabolites (1)	15 ng/ml
Cocaine metabolites (2)	150 ng/ml
Opiates:	
Morphine	2,000 ng/ml
Codeine	2,000 ng/ml
Phencyclidine (PCP)	25 ng/ml
Amphetamines:	

Amphetamine	500 ng/ml
Methamphetamine (3)	500 ng/ml
(1) Delta-9-tetrahydrocannabinol-9-carboxylic acid	
(2) Benzoyllecgonine	
(3) Specimen must also contain amphetamine at a concentration greater than or equal to 200 ng/ml	

These cutoff levels are subject to change by the Department of Health and Human Services as advances in technology or other considerations warrant identification of these substances at other concentrations.

8. Prescriptions and Over- the- Counter Medications

8.1 Prescribed Drugs

Employees have the responsibility to explain their job duties to their medical practitioner and ensure that the use of prescribed medication will not pose a safety risk to themselves, other employees, or the general public. It is recommended that the employee provide the medical professional with a copy of their current job description. Copies of job descriptions may be obtained by contacting Human Resources. Medications whose labels indicate, “May cause drowsiness,” “affect mental functioning, motor skills or judgment,” should not be selected.

8.2 Over-The-Counter Medications

It is the responsibility of the employee, when selecting an over-the-counter medication, to read all warning labels before selecting it for use while in a working status.

8.3 Employee Assistance Program (EAP)

The Employee Assistance Program (EAP) offers employees free, confidential help for managing a variety of life’s problems. This service is confidential and available twenty-four (24) hours a day, seven (7) days a week.

8.4 A Substance Abuse Professional (SAP)

A Substance Abuse Professional (SAP) evaluates employees who have violated a DOT drug and alcohol program regulation, makes recommendations concerning education, and offers employees free, confidential help for managing a variety of life’s problems. This service is confidential and available twenty-four (24) hours a day, seven (7) days a week.

9. Employee and Supervisor Training

All employees will undergo a minimum of sixty (60) minutes of training on the signs and symptoms of drug use including the effects and consequences of drug use in personal health, safety, and the work environment. The training must also include manifestations and behavioral cues that may indicate prohibited drug use.

Supervisors will also receive sixty (60) minutes of reasonable suspicion training on the physical, behavioral, and performance indicators of probable drug use and sixty (60) minutes of additional reasonable suspicion training on the physical, behavioral, speech, and performance indicators of probable alcohol misuse.

10. System Contact

Any questions regarding this policy or any other aspect of the drug free and alcohol free transit program should contact the following LYNX representative(s) (whose names and agencies may change from time to time):

Program Manager:

Name: Director of Risk Management and Safety
Address: 2500 LYNX Lane
Phone: 407-841-2279

Medical Review Officer:

Name: Dr. Jock Sneddon, MD
Sol antic/WORC
Address: 7751 Kingspointe PKWY, Suite 114
Orlando, FL 32819
Phone: 407-581-9672
Fax: 407-581-9673

Employee Assistance Program

Name: Charles Nechtem Associates, Inc.
Location: 595 Bay Isles Road, Suite 115
Longboat Key, Florida 34228
Phone: 1-800-531-0200

11. Alcohol Fact Sheet

Alcohol is a potentially harmful depressant of the central nervous system. There are three (3) basic types of alcoholic drinks: beer, wine and hard liquor. All three (3) forms of alcohol have the same potential for intoxication and addiction.

The effects of alcohol are dependent on a variety of factors, including a person's size, weight, age, and sex. Alcohol is a depressant, but initially, in small quantities, alcohol has a disinhibiting effect which stimulates the drinker, and may produce feelings of talkativeness, euphoria or dizziness. A larger amount of alcohol will cause slurred speech, disturbed sleep, nausea, vomiting and resulting dehydration and hangover. Too much alcohol will depress brain activity, slow down breathing and heart rate -- and can ultimately be fatal. Alcohol, even at low doses, significantly impairs the judgment and coordination required to drive a vehicle safely.

The Annual Toll

- 24,000 people will die on the highway due to the legally impaired driver.
- 12,000 more will die on the highway due to the alcohol-affected driver.
- 15,800 will die in non-highway accidents.
- 30,000 will die due to alcohol-caused liver disease.
- 10,000 will die due to alcohol-induced brain disease or suicide.
- Up to another 125,000 will die due to alcohol-related conditions or accidents.

How does substance use and abuse threaten jobs?

Substance abuse in the workplace affects everyone. When an employee drinks or uses drugs on the job, it not only hurts him/her, but threatens public safety, damages job performance and results in costly expenses both to the company and the employee. Supervisors and coworkers are put in the awkward position of having to decide whether to cover up for mistakes or report them.

Even if drug use is outside the workplace, it can affect job performance. Substance abusers are ten (10) times more likely to miss work, more likely to be involved in on-the-job accidents and are less productive. And while they aren't working or carrying their workload, someone else has to pick up the slack.

Treatment Options

There are many different ways to quit drinking. Some people require close medical supervision in a hospital or detox center as they withdraw from alcohol. Others may use

medications prescribed by a doctor to help the process. For many, residential or outpatient alcohol abuse treatment can offer the necessary support to quit drinking. Ongoing support groups, such as Alcoholics Anonymous, are also a tremendous source of support for former alcoholics. There are also a number of medications that can help one achieve sobriety.

11.1 Drug Fact Sheet

A drug is anything a person puts into their body that affects the brain, mood, thought, and perception. There are many kinds of drugs. Some are illegal, such as methamphetamine, heroin, or cocaine. Others are legal, such as alcohol, prescription drugs and over-the-counter medications, and even household products like aerosol sprays, glue, or cleaning fluid.

11.2 Amphetamines

Although widely prescribed at one time for weight reduction and mood elevation, the legal use of amphetamines is now limited to a very narrow range of medical conditions. Most amphetamines that are abused are illegally manufactured in foreign countries and smuggled into the United States or clandestinely manufactured in crude laboratories. Color ranges from white, off-white, grey, yellow, and pink. It is usually sold by weight, in small rectangular wraps of paper. It is a sour-tasting, water soluble powder. Methylphenidate is related to amphetamines (though not strictly an amphetamine and is packaged in aluminum foil wraps or sealable plastic bags). Methamphetamine may be taken orally, injected, or snorted into the nose. Trade/street names include Biphphetamine, Delcobese, Desotyn, Detedrine, Chetrol, Ritalin, Speed, Meth, Crank, Crystal, Monster, Black Beauties, and Rits.

Health Effects

Amphetamines are stimulant drugs that work on the central nervous system. They start working within fifteen (15) minutes (faster if injected or smoked.) They cause an increase in heart rate and blood pressure. They make the user feel more alert, confident and give a sense of increased energy. They reduce the desire for sleep and suppress the appetite. They can cause tension in the muscles, and cause tightness of the jaw, which leads some people to grind their teeth and chew constantly. Users tend to talk a lot, and pupils may become dilated.

11.3 Cocaine

Cocaine is a powerfully addictive stimulant drug. The powdered hydrochloride salt form of cocaine can be snorted or dissolved in water and injected. Crack is cocaine base that has not been neutralized by an acid to make the hydrochloride salt. This form of cocaine comes in a rock crystal that is heated to produce vapors, which are smoked. The term “crack” refers to the crackling sound produced by the rock as it is heated.

Health Effects

Abusing cocaine has a variety of adverse effects on the body. For example, cocaine constricts blood vessels, dilates pupils, and increases body temperature, heart rate, and blood pressure. It can also cause headaches and gastrointestinal complications such as abdominal pain and nausea. Because cocaine tends to decrease appetite, chronic users can become malnourished as well.

A user can experience acute cardiovascular or cerebrovascular emergencies, such as a heart attack or stroke, which may cause sudden death. Cocaine-related deaths are often a result of cardiac arrest or seizure followed by respiratory arrest.

11.4 Heroin

Heroin is a synthetic opiate drug that is highly addictive. It is made from morphine, a naturally occurring substance extracted from the seed pod of the Asian opium poppy plant. Heroin usually appears as a white or brown powder or as a black sticky substance, known as “black tar heroin.”

Heroin enters the brain, where it is converted to morphine and binds to receptors known as opioid receptors. These receptors are located in many areas of the brain (and in the body), especially those involved in the perception of pain and in reward. Opioid receptors are also located in the brain stem—important for automatic processes critical for life, such as breathing, blood pressure, and arousal. Heroin overdoses frequently involve a suppression of respiration.

Health Effects

Heroin abuse is associated with serious health conditions, including fatal overdose, spontaneous abortion, and—particularly in users who inject the drug—infectious diseases, including HIV/AIDS and hepatitis. Chronic users may develop collapsed veins, infection of the heart lining and valves, abscesses, and liver or kidney disease. Pulmonary complications, including various types of pneumonia, may result from the poor health of the abuser, as well as from heroin’s depressing effects on respiration. In addition to the effects of the drug itself, street heroin often contains toxic contaminants

or additives that can clog the blood vessels leading to the lungs, liver, kidneys, or brain, causing permanent damage to vital organs.

11.5 Marijuana

Marijuana is the most commonly abused illicit drug in the United States. It is a dry, shredded green and brown mix of flowers, stems, seeds, and leaves derived from the hemp plant Cannabis Sativa. The main active chemical in marijuana is delta-9-tetrahydrocannabinol; THC for short.

Health Effects

Marijuana intoxication can cause distorted perceptions, impaired coordination, difficulty in thinking and problem solving, and problems with learning and memory. Research has shown that marijuana's adverse impact on learning and memory can last for days or weeks after the acute effects of the drug wear off. As a result, someone who smokes marijuana every day may be functioning at a suboptimal intellectual level all of the time.

11.6 Phencyclidine (PCP)

Phencyclidine (PCP) was originally developed as an anesthetic, but the adverse side effects prevented its use except as a large animal tranquilizer. Phencyclidine acts as both a depressant and a hallucinogen, and sometimes as a stimulant. It is abused primarily for its variety of mood-altering effects. Low doses produce sedation and euphoric mood changes. The mood can change rapidly from sedation to excitation and agitation. Larger doses may produce a coma-like condition with muscle rigidity and a blank stare with the eyelids half closed. Sudden noises or physical shocks may cause a "freak out" in which the person has abnormal strength, extremely violent behavior, and an inability to speak or comprehend communication.

PCP is sold as a creamy, granular powder and is often packaged in one-inch square aluminum foil or folded paper "packets". It may be mixed with marijuana or tobacco and smoked. Imitation cocaine trade/street names include Angel Dust, Dust, and Hog.

Health Effects

Use can cause irreversible memory loss, personality changes, and thought disorders. There are four phases to PCP abuse. The first phase is acute toxicity. It can last up to three days and can include combativeness, catatonia, convulsions, and coma. Distortions of size, shape, and distance perception are common. The second phase, which does not always follow the first, is toxic psychosis. Users may experience visual and auditory delusions, paranoia, and agitation. The third phase, is a drug-induced



schizophrenia that may last a month or longer. The fourth phase is PCP-induced depression. Suicidal tendencies and mental dysfunction can last for months.



Employee Acknowledgement of Receipt
Of Central Florida Regional Transportation Authority d.b.a. LYNX

Substance Abuse Policy

I have received a legible copy of CFRTA d.b.a. LYNX Substance Abuse Policy. I understand that my employment with LYNX is conditioned upon full adherence to this policy.

Employee Name: _____

Employee Signature: _____

Date: _____

Supervisor Name: _____

Supervisor Signature: _____

Date: _____



Policy: Substance Abuse Program Policy
For Safety Sensitive Positions

Approved By:

Issuing Dept: Human Resources

Effective Date:

John M. Lewis, Jr.
Chief Executive Officer

The Central Florida Regional Transportation Authority (hereinafter referred to as “LYNX”) is dedicated to providing safe, dependable, and economical transportation services to our passengers. LYNX employees are our most valuable resource; therefore, it is the Agency’s goal to provide a healthy, satisfying work environment which promotes personal opportunities for growth. In meeting these goals, it is our policy to:

- Assure that employees are not impaired in their ability to perform assigned duties in a safe, productive, and healthy manner;
- Create a workplace environment free from the adverse effects of drug abuse and alcohol misuse;
- Prohibit the unlawful manufacture, distribution, dispensing, possession or use of controlled substances; and
- Encourage employees to seek professional assistance anytime personal problems, including alcohol or drug dependency, adversely affect their ability to perform their assigned duties.

This policy is also intended to comply with all applicable Federal regulations governing workplace substance abuse and drug free workplace programs in the transit industry. The Federal Transit Administration (FTA) of the U. S. Department of Transportation (DOT) has published 49 CFR Part 655, as amended, that mandates urine drug testing and breath alcohol testing for safety-sensitive positions and prohibits performance of safety-sensitive functions when there is a positive test result. The U. S. Department of Transportation has also published 49 CFR Part 40, as amended, that sets standards for the collection and testing of urine and breath specimens.

In addition, the Federal government published 49 CFR Part 29, “The Drug-Free Workplace Act of 1988,” which requires the establishment of drug-free workplace policies and the reporting of certain drug-related offenses to the FTA. LYNX Policy incorporates these requirements for non safety-sensitive employees and is noted in italicized type.

LYNX is dedicated to assuring fair and equitable application of the Substance Abuse Program Policy. Therefore, supervisors, managers and directors are required to use



and apply all aspects of this policy in an unbiased and impartial manner. Any supervisor, manager or director who knowingly disregards the requirements of this policy, or who is found to deliberately misuse the policy in regard to subordinates, shall be subject to disciplinary action up to and including termination of employment.



Table of Contents

1. Background
2. Purpose
3. Covered Employees
4. Prohibited Substances
5. Prescription and Over the Counter Medications
6. Employee Protections
7. Employee Responsibility to Notify LYNX of Criminal Drug Conviction
8. Employee Training
9. Pre-employment Drug and Alcohol Background Checks
10. Pre-employment Testing
11. Random Testing
12. Reasonable Suspicion Testing
13. Post Accident Testing
14. Refusal to Submit to DOT Required Drug Testing
15. Observed Collections
16. Specimen Validity Testing
17. Dilute Results
18. Medical Review Officer's Role and Responsibilities
19. Verified Positive Results
20. Canceled/Invalid Tests
21. Split Specimen Testing
22. Alcohol
23. Alcohol Use and Breath Alcohol Testing Process
24. Refusal to Submit to DOT Required Alcohol Testing
25. Prohibited Acts
26. Disciplinary Consequences
27. Voluntary Treatment
28. System Contacts and Substance Abuse Assistance Resources



1. Background

Pursuant to the Omnibus Transportation Employee Testing Act of 1991, the Federal Transit Administration (FTA) published regulations prohibiting drug use and alcohol misuse by transit employees and required transit agencies to test for prohibited drug use and alcohol misuse.

49 Code of Federal Regulations Part 655, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations" mandates urine drug testing and breath alcohol testing for all employees in safety-sensitive positions. These regulations prohibit the performance of safety-sensitive functions when there is a positive drug or positive alcohol test result or when an employee refuses to submit to DOT required drug or alcohol testing.

In addition, the U.S. Department of Transportation (DOT) has issued 49 CFR Part 40, "Procedures for Transportation Workplace Drug and Alcohol Testing Programs" to provide uniform procedures and standards for conducting drug and alcohol testing programs. The drug and alcohol-testing program of LYNX will be conducted in accordance with 49 CFR Parts 40 and 655, as amended.

Employees may request copies of the applicable regulations by contacting LYNX Designated Employer Representative (DER) listed in Section 28 of this Policy. Also, a copy of these procedures may be obtained from the Human Resources Department, or on-line in the Policies and Procedure section of <http://inlynx/InLYNX/main.asp>. It should be noted that 49 CFR Part 40 is also available on-line at <http://www.dot.gov/ost/dapc/index.html>. The DER is the custodian of the Drug & Alcohol records.

2. Purpose

This policy is established to comply with FTA drug and alcohol testing requirements to ensure employee fitness for duty, and to protect our employees, passengers, and the general public from the risks posed by the misuse of alcohol and the use of prohibited drugs. This policy is also intended to comply with and incorporate 49 CFR Part 29, The Drug-Free Workplace Act of 1988, which requires the establishment of drug-free workplace policies and the reporting of certain drug-related offenses to the FTA, including the reporting of employees convicted of criminal drug offenses that occur in the workplace.



3. Covered Employees

This policy applies to all safety-sensitive transit system employees, paid safety-sensitive part-time employees, contract employees, volunteers (when they receive remuneration) and contractors when they are on transit property or when performing any transit-related safety-sensitive business. This policy applies to off-site lunch periods, breaks, and/or off-duty hours, when an employee is scheduled to return to work. All policy items are implemented under the authority of the US Department of Transportation and/or the Federal Transit Administration (FTA). Safety-Sensitive Employees and Applicants for Safety-Sensitive Positions covered by this Policy include those who:

1. Operate a revenue service vehicle, including when not in revenue service;
2. Operate a non-revenue service vehicle when such is required to be operated by a holder of a commercial driver's license;
3. Control the movement/dispatch of a revenue service vehicle;
4. Perform maintenance on a revenue service vehicle or equipment used in revenue service;
5. Carry a firearm for security purposes;
6. May perform any of the above safety-sensitive functions in a supervisory or training role.

The following LYNX positions are considered safety-sensitive positions:

Transportation

- Deputy Chief of Operations - Transportation
- Manager of Transportation
- Superintendent of Transportation
- Transportation Supervisor, Administration
- Transportation Supervisor
- Bus Operator

Human Resources

- Training and Development Coordinator
- Trainer (for Safety-Sensitive Positions)

Maintenance

- Deputy Chief of Operations - Maintenance



- Manager of Vehicle Maintenance
- Road Ranger
- Maintenance Supervisor
- Supervisor of Training
- Technician: A, B and C
- Service Island Attendant
- Service Person

Planning

- Service Planner

4. Prohibited Substances

In accordance with US DOT 49 CFR Parts 655 and 40, the following are prohibited substances:

- Cocaine
- Opiates (e.g., heroin, codeine)
- Phencyclidine (PCP)
- Cannabinoids (Marijuana)
- Amphetamines (includes methamphetamine and MDMA-Ecstasy)
- Alcohol Misuse as defined in Section 23, below.

5. Prescription and Over the Counter Medications

The appropriate use of legally prescribed drugs and non-prescription medications is not prohibited. A legally prescribed drug means a prescription or other written approval from a physician for the use of a drug by an individual in the course of medical treatment. However, the use of any substance which carries a warning label that indicates mental functioning, motor skills, or judgment may be adversely affected must be reported to supervisory personnel and medical advice must be sought before performing safety-sensitive duties.

The misuse or abuse of legally prescribed drugs is prohibited. This includes the use of medication that is prescribed to another individual as well as illegally obtained prescription drugs. This includes any drug not approved for medical use by the U.S. Drug Enforcement Administration or the U.S. Food and Drug Administration. Illegal use includes use of any illegal drug, misuse of legally prescribed drugs, and use of illegally obtained prescription drugs.



LYNX strongly encourages employees to inform their prescribing physician of the safety-sensitive job functions that they perform, in order to ensure that appropriate medications are prescribed. Therefore, all safety-sensitive employees have the responsibility to explain their job duties to their medical practitioner and ensure that the use of prescribed medication will not pose a safety risk to themselves, other employees, or the general public. It is recommended that the employee provide the medical professional with a copy of their current job description. Copies of job descriptions may be obtained by contacting Human Resources. Medications whose labels indicate, “May cause drowsiness,” “affect mental functioning, motor skills or judgment,” should not be selected.

It is the responsibility of every safety-sensitive employee, when selecting an over-the-counter medication, to read all warning labels before selecting it for use while in a working status. Failure to comply with this section is a violation of LYNX’s Substance Abuse Program Policy.

6. Employee Protections

The procedures that will be used to test for the presence of prohibited substances or misuse of alcohol shall be such that they protect the employee’s privacy, the validity of the testing process and the confidentiality of the test results.

All urine drug testing and breath alcohol testing will be conducted in accordance, where applicable, with 49 CFR Part 40, as amended. All urine specimen collections, analysis and reporting of results shall be in accordance with 49 CFR Part 40, as amended.

Drug and alcohol testing shall be conducted in a manner that will ensure the highest degree of accuracy and reliability using techniques, equipment, and laboratory facilities which have been approved by the U.S. Department of Health and Human Services (DHHS).

Alcohol initial screening tests will be conducted using a National Highway Traffic Safety Administration (NHTSA)-approved Evidential Breath Testing Device (EBT) or non-evidential alcohol screening device that has been approved by NHTSA. Confirmatory tests for alcohol concentration will be conducted utilizing a NHTSA approved EBT.

1. Except as required by law or expressly authorized in this section, LYNX shall not release employee information that is contained in records maintained per



49 CFR Part 655.73.

2. An employee may, upon written request, obtain copies of any records pertaining to the employee's use of alcohol or controlled substances, including any records pertaining to his or her alcohol or controlled substances tests.
3. LYNX shall release information regarding an employee's records as directed, by the specific written consent of the employee authorizing release of the information to an identified person. Release of such information is permitted only in accordance with the terms of the employee's consent.
4. Records pertaining to a Substance Abuse Professional's evaluation, treatment and follow up testing results shall be made available to a subsequent DOT employer upon receipt of written consent from an employee.

7. Employee Responsibility to Notify LYNX of Criminal Drug Conviction

It is a violation of this policy for any employee to fail to immediately notify LYNX of any criminal drug statute conviction, or a finding of guilt whether or not adjudication is withheld, or the entry into a diversionary program in lieu of prosecution. Violating employee shall be immediately removed from safety-sensitive duties in accordance with the DOT 49 CFR Part 655, as amended and/or the Federal "Drug-Free Workplace Act"

8. Employee Training

All safety-sensitive employees will undergo a minimum of sixty (60) minutes of training on the signs and symptoms of drug use including the effects and consequences of drug use in personal health, safety, and the work environment. The training must also include manifestations and behavioral cues that may indicate prohibited drug use.

Supervisors will also receive sixty (60) minutes of reasonable suspicion training on the physical, behavioral, and performance indicators of probable drug use and sixty (60) minutes of additional reasonable suspicion training on the physical, behavioral, speech, and performance indicators of probable alcohol misuse.

9. Pre-employment Drug and Alcohol Background Checks

In compliance with 49 CFR Part 40.25, LYNX must make a good faith effort to obtain drug and alcohol testing records from prior DOT covered employer(s) for



the previous two (2) years for all applicants seeking safety-sensitive positions and all current employees transferring into a safety-sensitive position. LYNX will require each applicant/transferee to a safety-sensitive position to complete a written consent that allows the release of drug and alcohol testing information from previous DOT covered employers to LYNX. An applicant/transferee who refuses to provide written consent will not be permitted to perform safety-sensitive functions for LYNX.

All safety-sensitive applicants who have previously failed a DOT pre-employment test must provide proof that they have completed a Substance Abuse Professional's evaluation, treatment and return-to-duty process in addition to a pre-employment drug test with negative results, prior to their employment into a safety-sensitive job function. The credentials, training and education of the Substance Abuse Professional must meet the requirements of 49 CFR Part 40 Subpart O.

10. Pre-Employment Testing

All safety-sensitive position applicants and transferees shall undergo a urine drug test prior to placement in a safety-sensitive position. LYNX must be in receipt of a negative urine drug test result prior to the performance of any safety-sensitive function. A canceled test result will require an applicant to undergo a subsequent pre-employment urine drug test, until a negative test result can be obtained. It should be noted that there is a zero tolerance and a positive drug test is cause for an applicant not to be hired.

An employee returning from an extended leave period of 90 consecutive days or more, and whose name was removed from the random testing pool, will be subject to a pre-employment urine drug test. LYNX must be in receipt of a negative drug test result prior to the employee being reinstated to safety-sensitive duty.

11. Random Testing

Employees in safety-sensitive positions shall be subject to random, unannounced testing. The minimum annual percentage rate for random alcohol testing and controlled substances testing shall be in accordance with 49 CFR Part 655, as amended.

The administering of random testing shall be spread reasonably throughout the calendar year and throughout all times of day when safety-sensitive functions are



performed. Each covered employee who is notified of selection for random alcohol or drug testing shall immediately proceed to the testing site.

Random alcohol testing shall be conducted while an employee is performing a safety-sensitive function or just before the employee is to perform a safety-sensitive function or just after the employee has performed a safety-sensitive function.

Random urine drug testing may be conducted anytime while an employee is on duty or on call for duty.

The selection of employees for random alcohol and drug testing shall be made by a scientifically valid method. The selection process shall provide each covered employee an equal chance of being tested each time selections are made. A computer based random number generator that is fair and equitable for the covered employees shall derive the list.

12. Reasonable Suspicion Testing

All safety-sensitive employees are subject to reasonable suspicion urine drug testing and/or breath alcohol testing. Reasonable suspicion testing is required when one or more trained company officials can articulate and substantiate physical, behavioral and performance indicators of probable drug use or alcohol misuse by observing the appearance, behavior, speech, or body odors of the employee. Reasonable suspicion testing for alcohol misuse can only be made when observations leading to that testing occur during, just preceding, or just after the period of the workday that the employee is required to be in compliance with FTA regulations.

13. Post-Accident Testing

Fatal Accident: A safety-sensitive employee shall be required to undergo urine drug and breath alcohol testing following an accident involving a revenue service vehicle that results in a fatality (regardless of whether or not the vehicle is in revenue service at the time of the event). Any other employee(s), i.e., maintenance personnel, dispatchers, controllers, whose performance could have contributed to the accident, shall also be tested. As soon as practical following an accident involving the loss of human life, surviving covered employees shall undergo drug and alcohol testing.

Non-Fatal Accident: Post-accident drug and alcohol testing shall be conducted if an accident results in injuries requiring immediate medical treatment away from



the scene, and/or if one or more vehicles incurs disabling damage that requires towing from a site; unless LYNX determines, using the best information available at the time of the decision, that the employee's performance can be completely discounted as a contributing factor to the accident. Any other safety-sensitive employee whose performance could have contributed to the accident shall be tested. The decision regarding whether or not the employee's performance could have contributed to the accident will be made in the sole discretion of LYNX using the best information available at the time of the decision.

Following an accident, the employee must be "readily available" for testing. Post accident tests will be done as soon as possible, all reasonable efforts shall be made to test the safety-sensitive employee(s) within (2) two hours of the accident, but not after eight (8) hours for alcohol testing and thirty two (32) hours for drug testing. If a drug or alcohol test required by this section is not administered within the required testing windows, LYNX shall prepare and maintain on file, a record stating the reasons the testing was not promptly administered and efforts to conduct testing shall cease.

Any safety-sensitive employee involved in an accident must refrain from alcohol use for eight (8) hours following the accident or until the employee undergoes a post-accident alcohol test. Any safety-sensitive employee, who leaves the scene of the accident without a justifiable reason or explanation prior to submitting to drug and alcohol testing, shall be considered to have refused the test.

The post-accident testing requirements shall not delay necessary medical attention for injured persons, nor will they prohibit an employee who was performing a safety-sensitive function from leaving the scene of an accident to obtain assistance in responding to the accident or to obtain necessary emergency medical care.

In the rare event that an employee is unable to submit to a post-accident test within the required time period (i.e., 8 hours for alcohol and 32 hours for drugs) due to circumstances beyond LYNX's control, the results of a blood, urine or breath alcohol test conducted by a federal, state or local official having independent authority for the test, will be considered to meet the requirements for a post-accident test. The test must conform to the applicable federal, state, or local testing requirements and the results must be obtained by LYNX (per 49 CFR Part 655.44).

Safety-sensitive employees who report an occupational injury or illnesses will be tested under LYNX authority using Non-DOT forms.



14. Refusal to Submit to Urine Drug Testing

All safety-sensitive employees will be subject to urine drug testing and breath alcohol testing as described in sections 9-13. An employee who fails to cooperate with the testing process or attempts to thwart the testing process will be considered to have “refused testing”. That employee will face the same consequences as if he or she produced a verified positive urine drug test result.

The following actions constitute a “refusal to test” in accordance with 49 CFR Part 40, as amended:

- (1) Failing to appear for any test within a reasonable time, as determined by the employer, consistent with applicable DOT agency regulations, after being directed to do so by the employer. (Pre-employment testing is not applicable);
- (2) Failing to remain at the testing site until the testing process is complete;
- (3) Failing to provide a urine specimen for any drug test required by this part or DOT agency regulations;
- (4) In the case of a directly observed or monitored collection in a drug test, failing to permit the observation or monitoring of your provision of a specimen;
- (5) Failing to provide a sufficient amount of urine when directed, and it has been determined, through a required medical evaluation, that there was no adequate medical explanation for the failure;
- (6) Failing or declining to take an additional drug test the employer or collector has directed you to take;
- (7) Failing to undergo a medical examination or evaluation, as directed by the MRO (Medical Review Officer) as part of the verification process, or as directed by LYNX;
- (8) Failing to cooperate with any part of the testing process (e.g., refuse to empty pockets when directed by the collector, behave in a confrontational way that disrupts the collection process, fail to wash hands after being directed to do so by the collector);
- (9) For an observed collection, failing to follow the observer’s instructions to raise your clothing above the waist, lower clothing and underpants, and to turn around to permit the observer to determine if you have any type of prosthetic or other device that could be used to interfere with the collection process;
- (10) Possessing or wearing a prosthetic or other device that could be used to interfere with the collection process;
- (11) Admitting to the collector or MRO that you adulterated or substituted the specimen;
- (12) When the MRO verifies your drug test result as adulterated or substituted.



Refusals to test will result in employee's immediate removal from safety-sensitive duties and a referral to a Substance Abuse Professional that has knowledge of and clinical experience in the diagnosis and treatment of alcohol and controlled substances-related disorders, and who meets the qualifications outlined in 49 CFR Part 40.281 Subpart O.

If a safety-sensitive employee cannot provide a sufficient urine specimen (Section 40.193(b) the collector must do the following: Urge the employee to drink up to forty (40) ounces of fluid, distributed reasonably through a period of up to three (3) hours, or until the individual has provided a sufficient urine specimen, whichever occurs first. If the employee refuses to drink fluids, this is not considered a refusal to take a drug test. The employee must be told the time at which the three (3) hour period begins and ends.

15. Observed Urine Drug Collections

Observed collections are required in the following circumstances:

- All return-to-duty tests;
- All follow-up tests;
- Anytime the employee is directed to provide another specimen because the temperature on the original specimen was out of the accepted temperature range of 90°F - 100°F;
- Anytime the employee is directed to provide another specimen because the original specimen appeared to have been tampered with;
- Anytime a collector observes materials brought to the collection site or the employee's conduct clearly indicates an attempt to tamper with a specimen;
- Anytime the employee is directed to provide another specimen because the laboratory reported to the MRO that the original specimen was invalid and the MRO determined that there was not an adequate medical explanation for the result;
- Anytime the employee is directed to provide another specimen because the MRO determined that the original specimen was positive, adulterated or substituted, but had to be canceled because the test of the split specimen could not be performed.

During an observed collection, the employee who is being observed will be required to raise his or her shirt, blouse, or dress/skirt, as appropriate, above the waist; and lower clothing and underpants to show the collector, by turning around, that they do not have a prosthetic device. The collector/observer must



witness the employee's urine leave the body and enter the collection cup. The collector/observer must be of the same gender as the employee being observed.

16. Specimen Analysis

All specimens will be analyzed in accordance with the procedures set forth in 49 CFR Part 40, as amended. Specimen validity testing will be conducted on all urine specimens provided for testing under DOT authority. Specimen validity testing is the evaluation of the specimen to determine if it is consistent with normal human urine. The purpose of validity testing is to determine whether certain adulterants or foreign substances were added to the urine, if the urine was diluted, or if the specimen was substituted.

17. Dilute Test Results

Upon receipt of MRO verified **negative-dilute** drug test results with creatinine levels greater than 5 mg/dl and less than 20 mg/dl, LYNX will exercise the option to require that applicants/employees submit to a secondary urine collection as provided in 49 CFR Part 40.197. The collection of the second specimen will not be conducted under direct observation. The result of the second urine drug test will be accepted as the final result.

LYNX will exercise this option uniformly for all pre-employment and random tests that produce a negative-dilute test result with creatinine levels greater than 5mg/dl but less than 20mg/dl.

Upon receipt of a **positive-dilute** urine drug test result, LYNX will immediately remove the employee from safety-sensitive duty and provide the employee with a referral to a DOT qualified Substance Abuse Professional. A positive dilute result is always deemed as a final positive result.

Per LYNX Authority, violation of this substance abuse policy will result in termination of employment.

18. Medical Review Officer's Role and Responsibilities

The designated Medical Review Officer (MRO) shall be a licensed physician (doctor of medicine or osteopathy) with knowledge of drug disorders. LYNX shall use the following MRO:

Name of MRO: Dr. Jock Snedden, MD
Solantic/WORC



Address: 7751 Kingspointe PKWY, Suite 114
Orlando, Florida 32819
Phone Number: 407-581-9672
Fax Number: 407-581-9673

The role of the MRO is to review and interpret confirmed positive test results obtained through the employer's testing program. In carrying out this responsibility, the MRO shall examine alternate medical explanations for any positive test result. This action may include conducting a medical interview and review of the individual's medical history, or review of any other relevant biomedical factors. The MRO shall review all medical records made available by the tested individual when a confirmed positive test could have resulted from legally prescribed medication. The MRO shall not, however, consider the results of urine samples that are not obtained or processed in accordance with DOT regulations.

Additionally, the MRO cannot accept an assertion of consumption of a hemp food product as a basis for verifying a confirmed marijuana (THC) test result as a negative. Consumption of a hemp food product and medical marijuana is not to be considered a legitimate medical explanation for a prohibited substance or metabolite in an individual's specimen.

An employee shall be notified by the MRO of a laboratory confirmed positive test and a verification interview will be conducted with the employee, by the MRO in accordance with 49 CFR Parts 40.131, through 40.141

19. Verified Positive Results

MRO verified positive urine drug tests will result in immediate removal from safety-sensitive duties and information regarding the services of a DOT qualified Substance Abuse Professional, as outlined in 49 CFR 40.281 Subpart O will be provided. See Section 26: "*Disciplinary Consequences for a Positive Test for Prohibited Drugs*".

20. Canceled/Invalid Test Results

A drug test that has been declared canceled by the Medical Review Officer (MRO), because the specimen was invalid or for other reasons, shall be considered neither positive nor negative. Additionally, a specimen that has been rejected for testing by the laboratory is reported by the MRO as a canceled test.



When a negative urine drug test result is required (as is the case with pre-employment, return-to-duty and follow up test types) the employer must conduct another drug test on the individual. For some categories of cancelled drug tests, the MRO will indicate that a re-collection of a specimen using direct observation specimen collection procedures is required, regardless of test type. Direct observation collection procedures will be in accordance with 49 CFR Part 40.67 as amended. The MRO may also direct an employee to undergo a medical evaluation to determine whether or not clinical evidence of drug use exists when there are documented medical explanations for an individual producing invalid specimens and a negative result is needed for a pre-employment, return-to-duty or follow-up test.

For alcohol testing, a test that is deemed to be invalid per 49 CFR Part 40.267, shall be canceled and therefore considered neither positive nor negative.

21. Split Specimen Testing

Split specimen collection procedures will be followed in obtaining specimens. An employee is entitled to request, within 72 hours of learning of a verified positive test result, that the split specimen be tested at a different DHHS certified laboratory than that which conducted the test of the primary specimen. If the test result of the split specimen fails to reconfirm the presence of the drug or drug metabolite, the test result shall be ruled "Canceled". The procedures for canceled tests, as outlined in 49 CFR Part 40.187, will be followed. If the test result of the split specimen is positive, the test results shall be deemed positive. If the laboratory's test of the primary specimen is positive, adulterated or substituted and the split specimen is unavailable for testing, a recollection under direct observation is required. Direct observation collection procedures will be in accordance with 49 CFR Part 40 as amended.

Split Specimen Testing is not authorized for test results reported by the MRO as "Invalid".

Payment of Split Specimen Testing:

When an employee has made a request to the MRO for a test of the split specimen, LYNX is required to ensure that the cost of the split specimen testing is covered, in order for a timely analysis of the sample. LYNX will seek reimbursement from the employee for the cost of the completed test, if the results reconfirm the original positive finding.

22. Alcohol



For the purposes of this policy, alcohol is defined as the intoxicating agent in beverage alcohol, ethyl alcohol or other low molecular weight alcohols including methyl or isopropyl alcohol. Alcohol use means the consumption of any beverage, mixture, or preparation, including any medication containing alcohol. 49 CFR Part 655 authorizes alcohol testing and requires LYNX to take action on the findings, regardless of whether it was ingested as a beverage alcohol or in a medicinal or other preparation.

All safety-sensitive employees will be tested for alcohol and or drugs in the following circumstances: pre-employment, post-accident, reasonable suspicion, and random as set forth in 49 CFR 655.31.

23. Alcohol Use and Breath Alcohol Testing

No safety-sensitive employee shall report for duty or remain on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.02 or greater. If there is actual knowledge that an employee may be under the influence of alcohol while performing safety-sensitive functions, the employee shall not be permitted to perform or continue to perform safety-sensitive functions, pending a reasonable suspicion interview, conducted per Section 12. No safety-sensitive employee shall use alcohol while performing safety-sensitive functions, within (4) four hours prior to performing a safety-sensitive function, or during the hours that they are on call or standby for duty. No safety-sensitive employee shall use alcohol within eight (8) hours following an accident or until the employee undergoes a post-accident alcohol test, whichever occurs first.

A Breath Alcohol Technician (BAT) qualified to conduct DOT breath alcohol testing shall conduct all DOT required alcohol screening tests.

In accordance with the provisions of 49 CFR Part 40, as amended, the results of both the screening and confirmation of breath alcohol tests, as applicable, shall be displayed to the individual being tested immediately following the test(s).

The results of breath alcohol testing will be transmitted by the breath alcohol technician to LYNX in a confidential manner, in writing, in person, by telephone or electronic means in accordance with 49 CFR Part 40, as amended. All testing



will be conducted consistent with the procedures put forth in 49 CFR Part 40, as amended.

LYNX affirms the need to protect individual dignity, privacy, and confidentiality throughout the testing process. Handling of tests and confidentiality shall be in conformance with 49 CFR Part 40, and as described below:

If the initial test indicates an alcohol concentration of 0.02 or greater, a second test will be performed to confirm the results of the initial test. A safety-sensitive employee who has a confirmed alcohol concentration of greater than 0.02 but less than 0.04 will result in removal from his/her position for (8) eight hours unless a retest results in a concentration measure of less an 0.02.

An alcohol concentration of 0.04 or greater will be considered a positive alcohol test and in violation of this policy. An employee testing positive for alcohol will be immediately removed from safety-sensitive duty and will be provided with a referral to a DOT qualified Substance Abuse Professional, in accordance with 49 CFR Part 40, as amended.

No LYNX employee is permitted to report for duty or remain on duty when their ability to perform assigned functions is adversely affected by alcohol or when their breath alcohol concentration is 0.02 or greater. No employee shall consume alcohol while on duty, while performing safety-sensitive functions, or just before or just after performing a safety-sensitive function. Employees on call should not consume alcohol within 4 hours of reporting for duty, or during the hours that they are on call. Per LYNX Authority, violation of this Substance Abuse Program Policy will result in termination of employment.

24. Refusal to Submit to Alcohol Testing

The following actions constitute a refusal to submit to Alcohol Testing:

- (1) Fail to appear for any test within a reasonable time, as determined by the employer, consistent with applicable DOT agency regulations, after being directed to do so by the employer.
- (2) Fail to remain at the testing site until the testing process is complete.
- (3) Fail to provide an adequate amount of saliva or breath for any alcohol test required by this part or DOT agency regulations.
- (4) Fail to provide a sufficient breath specimen, and the physician has determined, through a required medical evaluation, that there was no adequate medical explanation for the failure.



- (5) Fail to undergo a medical examination or evaluation, as directed by the LYNX DER.
- (6) Fail to sign the certification at Step 2 of the ATF.
- (7) Fail to cooperate with any part of the testing process.

Per LYNX Authority, violation of this Substance Abuse Program Policy will result in the termination of employment and/or exclusion from hire.

25. Prohibited Conduct

The Manufacture, Trafficking, Possession and Use as outlined in the Drug-Free Workplace Act of 1988, transit system employees are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession or use of prohibited substances on LYNX premises, in transit vehicles, in uniform or while on company business. Compliance with the Drug-Free Workplace Act of 1988 is required of all recipients of Federal funding and is a condition of employment for all LYNX employees to abide by its terms.

Under the Drug-Free Workplace Act, all employees are required to notify LYNX of any criminal drug conviction or arrest within five (5) days after such conviction or arrest. Failure to comply with this provision shall result in disciplinary action up to and including termination of employment. LYNX will notify FTA of any employee criminal drug statute conviction within ten (10) days of notification of conviction.

Employees who violate this provision will be discharged. Where criminal activity is suspected, law enforcement shall be notified as appropriate,

26. Disciplinary Consequences

A Commercial Driver's License Suspension Due To A DUI Conviction:

Employees must notify LYNX within five (5) days of receiving the DWI/DUI. Any safety-sensitive employee who has been arrested for DWI/DUI will be suspended or may be re-assigned to a non-safety-sensitive position, should a position be available, for a maximum period of ninety (90) days and will not be permitted to operate any LYNX vehicle, under any circumstances. If the employee's CDL is not reinstated at the end of ninety (90) days, he/she will be terminated.

Disciplinary Consequences for Positive Alcohol Test Results:



A confirmed Breath Alcohol Content (BAC) of 0.02 or greater, but less than 0.04, the employee will be immediately removed from his/her safety-sensitive duties. The employee will remain off duty until their next scheduled duty period, but not less than eight (8) hours following the administration of the test. Under LYNX authority, prior to returning to safety-sensitive functions or duty, the employee will be retested for alcohol. The breath alcohol concentration must be less than 0.02 before the employee may return to safety-sensitive functions.

A confirmed Breath Alcohol Content (BAC) of 0.02 or greater, but less than 0.04, the employee will be immediately removed from his/her safety-sensitive duties. The employee will remain off duty until their next scheduled duty period, but not less than eight (8) hours following the administration of the test. Under LYNX authority, prior to returning to duty, the employee will be retested for alcohol. The breath alcohol concentration must be less than 0.02 before the employee may return to duty.

Any second offense by an employee will result in immediate removal from safety-sensitive duties and immediate termination of employment.

Disciplinary Consequences for a Positive Test for Prohibited Drugs:

Prohibited drugs are marijuana, cocaine, opiates, alcohol, phencyclidine and amphetamines. Based on LYNX Policy, the following disciplinary action applies:

Cocaine, opiates, phencyclidine and amphetamines – immediate termination

Marijuana – A onetime second chance agreement

Alcohol – A onetime second chance agreement

Any second offense by an employee will result in immediate termination of employment.

27. Voluntary Treatment Requirements

The provisions of this section apply to employees who voluntarily seek treatment before a disciplinary matter develops and/or prior to notification for a drug or alcohol test.

All employees are encouraged to voluntarily make use of the available resources for treatment for alcohol misuse and illegal drug use or dependency. If an employee voluntarily discloses a substance abuse problem before a disciplinary matter develops and/ or before notification for a required test, he or she will be



subject to substance abuse treatment, fitness-for-duty, sequence testing under LYNX authority (using non-DOT testing forms) and will receive a Re-entry Contract.

The employee who voluntarily informs LYNX Management of his or her drug use or dependency will be referred to the Employee Assistance Program (EAP). The employee will be evaluated by a Substance Abuse Professional (SAP). The employee will adhere to the course of treatment as prescribed by the SAP. Failure to comply with the requirements for treatment shall be grounds for termination.

The cost of any treatment or rehabilitation services will be paid for directly by the employee or their insurance provider. Employees who voluntarily disclose a substance abuse problem will be allowed to take accumulated sick leave and vacation leave to participate in the prescribed rehabilitation program.

After completion of treatment, the employee will be required to pass a fitness-for-duty drug and/or alcohol test and will receive a Re-Entry Contract. The purpose of the fitness-for-duty testing is to provide a degree of assurance that the employee is drug and alcohol free (i.e., the employee is able to return to work without undue concern of continued drug abuse or alcohol misuse). A fitness-for-duty test will include drug and alcohol testing as well as other return-to-duty requirements. The employee must have a verified negative drug test result and a breath alcohol test result before returning to work.

After treatment and a negative fitness for duty drug and/or alcohol test, the employee will be eligible for a Re-Entry Contract. The Re-Entry Contract may include (but is not limited to):

- An unpaid minimum of a thirty (30) day suspension. The Substance Abuse Professional will determine return-to-duty date.
- Mandatory counseling with the Employee Assistance Program. The EAP will be designated by LYNX.
- Mandatory counseling with the Substance Abuse Professional. The EAP will designate the SAP.
- A negative return-to-duty observed drug and/or alcohol test.
- Following instructions given to the employee by the Substance Abuse Professional.
- A release-to-work statement from the Substance Abuse Professional.
- An agreement to unannounced, frequent, follow-up observed testing for a period of one (1) to three (3) years with at least six (6) tests performed the first year.



- An agreement to follow specified after care requirements with the understanding that violation of the re-entry contract is grounds for termination.

Any employee refusing to take a drug or alcohol test and/or with a positive test result will be subject to termination.

28. Drug and Alcohol Program Manager or Designated Employer Representative

Program Manager/Designated Employer Representative:

Name: Director of Risk Management and Safety
Address: 2500 LYNX Lane
Phone: 407-841-2279

Medical Review Officer:

Name: Dr. Jock Sneddon, MD, Sol antic/WORC
Address: 7751 Kingspointe PKWY, Suite 114
Orlando, FL 32819
Phone: 407-581-9672
Fax: 407-581-9673

Employee Assistance Program:

Name: Charles Nechtem Associates, Inc.
Phone: 1-800-531-0200
595 Bay Isles Road, Suite 115
Longboat Key, Florida 34228



Employee Acknowledgement of Receipt
Of Central Florida Regional Transportation Authority d.b.a. LYNX

Substance Abuse Policy

I have received a legible copy of CFRTA d.b.a. LYNX Substance Abuse Policy. I understand that my employment with LYNX is conditioned upon full adherence to this policy.

Employee Name: _____

Employee Signature: _____

Date: _____

Supervisor Name: _____

Supervisor Signature: _____

Date: _____

Consent Agenda Item #6.E. ix

To: LYNX Board of Directors

From: Rudolph Walter
DIRECTOR OF PLANNING
Belinda Balleras
(Technical Contact)

Phone: 407.841.2279 ext: 6009

Item Name: Miscellaneous
Authorization to Submit Grant Applications to the Federal Transit Administration for Fiscal Year 2012 Urbanized Area Program, Capital Investment Fixed-Guideway Program and Surface Transportation Program (STP) Apportionments

Date: 5/24/2012

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to submit grant applications to the Federal Transit Administration (FTA) for the FY2012 formula funds and execute grant agreements with the FTA for the following funding programs:

- | | |
|---|---------------------------|
| ✓ Urbanized Area Formula Program | \$20,900,000 (estimated) |
| ✓ Capital Investment Fixed-Guideway Program | \$ 240,000 (estimated) |
| ✓ Surface Transportation Program | \$ 8,767,706 |

BACKGROUND:

The following summarizes the funding programs:

Urbanized Area Formula Program - Section 5307:

FTA allocates urbanized area funds to designated recipients as provided under Section 5307 of the Federal Transit Act. These funds are formula based and are appropriated annually after adoption of the FTA budget.

The U. S. Department of Transportation (USDOT) and the Federal Transit Administration (FTA) annually publishes one or more notices of funding apportionments authorized by law. FTA's current authorization, the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU), expired September 30, 2011. Since that time, Congress has enacted short term extensions allowing FTA to continue its current programs with less than a full year of funds made available. The FTA published the authorized first partial apportionments of

FY2012 formula funds in February 2012. A second notice was published May 9, 2012 announcing partial apportionment for programs funded for the period October 1, 2011 through June 30, 2012. A final funding apportionment is anticipated for publication next quarter.

Due to the cycle and timing on the release of Federal Apportionments and the grant application process, the annual LYNX' 5307 Apportionment typically gets budgeted by LYNX over multiple years. The FY2012 Apportionments will fund FY2012 budgeted ADA, fuel, preventive maintenance, planning and some capital acquisitions. The balance will be programmed for LYNX capital requirements in subsequent fiscal years' LYNX capital budget.

Capital Investment Fixed Guideway Program - Section 5309:

FTA allocates fixed-guideway modernization funds for the LYMMO service under Section 5309 of the Federal Transit Act. These funds are formula based and are appropriated annually to maintain and improve the LYMMO service. LYNX will be working with the City of Orlando staff to define LYMMO projects needed to keep the LYMMO in a state of good repair, utilizing the available FY 2012 Apportionment.

Surface Transportation Program (STP):

The USDOT funding for the Federal Highway Administration includes Surface Transportation Program (STP) funds which are eligible to be transferred to FTA for transit purposes. The regional STP funds are allocated by Metroplan Orlando for transit, enhancement, bike-ped and highway projects. The FY 2012 STP funds in the amount of \$8,767,706 include \$2.635 million in prior year STP funds re-allocated by the state and Metroplan Orlando.

LYNX is the designated recipient for the 5307 and 5309 Apportionments. STP funds are programmed annually by Metroplan Orlando in the Transportation Improvement Program (TIP).

FISCAL IMPACT:

The FY2012 urbanized area formula funds will be programmed for the FY2012 budgeted Federal operating related capital assistance and capital budgets beginning FY2013.

The FY2012 fixed-guideway formula funds will be programmed for LYMMO maintenance related expenditures or other projects to be agreed upon with the City of Orlando and to be included in the LYNX operating and capital budgets appropriately.

The FY2012 Surface Transportation Program (STP) formula funds will be programmed for SIB repayment, buses/associated technology and passenger amenities.

Consent Agenda Item #6.E. x

To: LYNX Board of Directors

From: Rudolph Walter
DIRECTOR OF PLANNING
Bernard Guida
(Technical Contact)
Belinda Balleras
(Technical Contact)

Phone: 407.841.2279 ext: 6009

Item Name: Miscellaneous
Authorization to Ratify an Amendment to the Interlocal Agreement with the City of Orlando for TIGER II Funding for Parramore BRT (Creative Village - Moving Parramore Forward) Project

Date: 5/24/2012

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to ratify the amendment to the Interlocal Agreement with the City of Orlando to incorporate the additional \$3,000,000 TIGER II Parramore BRT funding and required 20% local match.

BACKGROUND:

At their March 22, 2012 meeting, the Board of Directors authorized staff to submit the grant amendment to the Federal Transit Administration (FTA) in the amount of \$3,000,000 for the TIGER II Parramore BRT, along with amending the FY2012 adopted capital budget with the required local matching funds in the amount of \$750,000. In additions the Board granted authorization to negotiate and amend the Interlocal Agreement with the City of Orlando to incorporate the additional grant funding and the required local match. Staff is returning with the negotiated and amended agreement for ratification.

In January LYNX received notice that the Federal Transit Administration (FTA) would reallocate \$3,000,000 of TIGER II funds to the Parramore BRT project. This additional FTA funding requires a 20% local match of \$750,000. On October 20, 2010, the U.S. Department of Transportation announced the selection of the Parramore BRT for an award of \$10,000,000 for the Orlando Parramore Bus Rapid Transit which required \$2,500,000 in local matching funds.

The current Parramore Fixed Guideway BRT expansion project represents a 2.1-mile extension of the current Orlando LYMMO BRT system through the historic Parramore and Callahan

neighborhoods. In order to stay within the available funding the project as currently scoped does not include the purchase of BRT vehicles to operate the service and does not develop the guideway/roadway improvements to the extent originally planned.

The additional \$3,750,000 available will provide for the purchase of three (3) BRT vehicles and expand the guideway/roadway improvements to include the additional work and materials needed to complete the project as originally planned.

At their March 22, 2012 meeting, the Board of Directors' authorized staff to submit the TIGER II grant amendment to the Federal Transit Administration (FTA) in the amount of \$3,000,000 for the Parramore BRT, along with amending the FY2012 adopted capital budget with the required local matching funds in the amount of \$750,000 and authorization to negotiate and amend the Interlocal Agreement with the City of Orlando to incorporate the additional grant funding and the required local match. Staff is returning with the negotiated and amended agreement for ratification.

FISCAL IMPACT:

LYNX staff included \$3,000,000 in federal funds and \$750,000 in local funds in the FY2012 Amended Operating Budget.

FIRST AMENDMENT TO

AMENDED AND RESTATED 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)

And

Community Redevelopment Agency

Relating to

**a Downtown Orlando Transit Circulator Expansion Alternatives Analysis Study
and Subsequent Funding for the Expansion Program;**

the LYNX Orlando Trail Project; and

the Creative Village Moving Parramore Forward Project; and

the Downtown Orlando East/West Circulator New Starts Project

_____, 2012

Orlando City Council

Regular Meeting of _____, _____, 2012

Central Florida Regional Transportation Authority Governing Board

Regular Meeting of _____, _____, 2012

THIS DOCUMENT PREPARED BY:

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City of Orlando
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(407) 419-8545

THIS FIRST AMENDMENT TO AMENDED AND RESTATED INTERLOCAL AGREEMENT (“Amendment”), made in the City of Orlando, County of Orange, State of Florida, this _____ day of _____, 2012, 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**”) and the **COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF ORLANDO, FLORIDA**, a public body corporate and politic of the State of Florida created pursuant to Part III, Chapter 163, Florida Statutes (the “**CRA**”), whose address is 400 South Orange Avenue, 6th Floor, Orlando, Florida, 32801.

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**, the **CRA** 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, pursuant to that certain Interlocal Agreement, dated [_____], 2009 (the “Original Interlocal Agreement”), the **Authority** has contracted for the performance of a LYMMO expansion alternatives analysis study (the “AA Study”), the purpose of which is to provide data and analysis related to existing and future travel demand, trip patterns, modal preferences, and transportation needs within the Downtown Orlando, Florida area in order to improve the LYMMO network; and

WHEREAS, the AA Study is the first step of the United States Department of Transportation Federal Transit Administration (“**FTA**”) New Starts planning and project development process; and

WHEREAS, in August, 2011, the **City**, the **Authority** and the **CRA** entered into an Amended and Restated Interlocal Agreement, relating to a Downtown Orlando Transit Circulator Expansion Alternatives Analysis Study and Subsequent Funding for the Expansion Program; the **LYNX** Orlando Trail Project; the Creative Village Moving Parramore Forward Project; and the Downtown Orlando East/West Circulator New Starts Project, (“**Interlocal Agreement**,”) which provided, in part, for the **City’s** and the **Authority’s** submittal of various grant applications to the FTA, and also memorialized the obligations of the **City** and the **CRA** to provide match funding for said grants, among other things; and

WHEREAS, the **City** and **LYNX** applied for and were awarded a TIGER II Grant from FTA in the original amount of \$10,000,000 (the “**Parramore BRT Grant**”) to partially fund the design, engineering and construction of a bus rapid transit extension of the LYMMO system to serve the Parramore community west of I-4 and the Creative Village (the “**Parramore BRT Project**”); and

WHEREAS, the **City** and **LYNX** have since applied for and been awarded an augmented allocation under the TIGER II Grant from the FTA in the amount of \$3,000,000, (the “**Augmented Parramore BRT Grant**”) to be utilized for the purchase of three (3) hybrid electric busses and the reconstruction of Terry Avenue and/or Amelia Street, as hereby incorporated into the **Parramore BRT Project**; and

WHEREAS, the **Parramore BRT Grant** and the **Augmented Parramore BRT Grant**, are collectively referred to as the “**Parramore BRT Grant**,” in a total amount of \$13,000,000; and

WHEREAS, the **City** has identified funding for the **Parramore BRT Project** and will provide a local match consisting of cash, labor, materials and in-kind services as approved by the FTA, in the amount of \$2,860,000 (the “**Parramore BRT Local Match**”); and

WHEREAS, the parties now desire to amend Agreement for the additional matters described herein; and

WHEREAS, the **City** Council of the **City** of Orlando, Florida, 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.

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. **Amendment.** Section 5.3 and Section 6(b) of the Interlocal Agreement are hereby amended to read as follows:

5.3 Parramore BRT Project. The parties anticipate the total cost of the Parramore BRT Project to be \$16,250,000 (the “**Parramore BRT Project Budget**”). The **Parramore BRT Project Budget** is equal to the sum of the **Parramore BRT Grant** and the **Parramore BRT Local Match**. The **City** agrees to provide the cash portion of the Parramore BRT Local Match to the **Authority** within 30 days of the **City’s** receipt of written notice from the **Authority** that the **Authority** has executed the **Parramore BRT Grant** agreement(s) with FTA for the **Parramore BRT Project**.

6. Project Administrative Fee.

(b) With respect to the **Parramore BRT Project**, the **City** will reimburse **LYNX** up to \$500,000. Reimbursement shall occur within thirty (30) days of the **City’s** receipt of an invoice, along with all necessary supporting documentation, showing that the costs have been actually incurred by **LYNX**. **City** may request additional supporting documentation, in which case, payment of the invoice shall occur within thirty (30) days of receipt of said additional documentation. **LYNX** shall not invoice the **City** more than once in any three month period. If the **City** objects to the payment of any portion of the invoice, **City** shall notify **LYNX** in writing that the parties shall cooperate in good faith to resolve the **City’s** concerns.

3. **Severability.** The invalidity or unenforceability of any term or provision of this Amendment or the non-applicability of any such term or provision to any person or circumstance shall not impair or affect the remainder of this Amendment, and the remaining terms and provisions hereof shall not be invalidated but shall remain in full force and effect but shall be construed as if such invalid, unenforceable, or non-applicable provisions were omitted.

4. **Entire Agreement.** This Amendment represents the entire understanding and agreement between the parties with respect to the subject matter hereof. None of the terms and provisions hereof may be amended, supplemented, waived or changed orally, but only by a writing signed by each of the parties hereto.

5. **Rules of Construction.** Whenever used herein, the singular number shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders.

6. **Amendment Execution. Use of Counterpart Signature Pages.** This Amendment may be executed in any number of counterparts, each of which when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same instrument.

7. **Full Force And Effect Of Interlocal Agreement.** Except as Section 5.3 and Section 6(b) of the Interlocal Agreement are specifically amended herein, and except as the definitions of Parramore BRT Grant, Parramore BRT Project and Parramore BRT Local Match are amended herein, all other terms and provisions of the Interlocal Agreement remain valid, effective and in full force.

IN WITNESS WHEREOF, the **City** and the **Authority** and the **CRA** 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.

SIGNATURE PAGE BY CITY

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

Date

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

Chief Assistant City Attorney

Date

SIGNATURE PAGE BY AUTHORITY

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

By: _____
John M. Lewis, Jr., Chief Executive Officer

ATTEST:

By: _____

Name: _____

Title: _____

This Agreement is approved as to form only for execution by the Authority, and this approval is not to be relied upon by any other person or for any other purpose.

AKERMAN SENTERFITT

Name: Patrick T. Christiansen
Title: Shareholder

SIGNATURE PAGE BY CRA

COMMUNITY REDEVELOPMENT
AGENCY OF THE CITY OF ORLANDO,
FLORIDA

By: _____
Buddy Dyer, as its Chairman

ATTEST:

By: _____
Thomas Chatmon, as its Executive Director

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this ____ day of _____, 2012, by Buddy Dyer and Thomas Chatmon, Chairman and Executive Director, respectively, of the Community Redevelopment Agency of the City of Orlando, Florida, They are personally known to me or have produced valid Florida drivers' licenses as identification.

(SEAL)

Printed/Typed Name: _____
Notary Public-State of Florida
Commission Number:

Consent Agenda Item #6.E. xi

To: LYNX Board of Directors

From: Lisa Darnall
CHIEF OPERATING OFFICER
Rich Bannon
(Technical Contact)
William Zielonka
(Technical Contact)

Phone: 407.841.2279 ext: 6036

Item Name: Miscellaneous
Authorization for a Ten Percent Contract Contingency for the Installation of CCTV at the LYNX Super Stops

Date: 5/24/2012

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to approve a ten percent (10%) contingency up to the amount of \$55,000 for the installation of CCTV at the LYNX Super Stops.

BACKGROUND:

At the November 10, 2011 Board of Directors meeting, staff received authorization to issue an Invitation for Bid (IFB) and make an award for the installation of CCTV at LYNX Super Stops. The original authorization did not contain a contingency amount as provided for under Administrative Rule 4, section 4.5.4. The contingency amount requested is based upon the ten percent (10%) of the estimated cost. The final contingency amount will be based upon the contract award amount but shall not be higher than \$55,000.

The IFB was issued on December 2, 2011, with a due date of January 10, 2012. One bid was received from Protect Video, Inc., in the amount of \$462,806. On February 2, 2012, the bid was rejected as non responsive due to omissions of certain work elements.

The scope and engineered drawings were reviewed and revised. A new bid was issued on May 7, 2012, with a due date of June 4, 2012.

FISCAL IMPACT:

LYNX staff has \$302,129 available in the FY2012 Capital Budget to support this effort.

Consent Agenda Item #6.E. xii

To: LYNX Board of Directors

From: Rudolph Walter
DIRECTOR OF PLANNING
Jerry Bryan
(Technical Contact)

Phone: 407.841.2279 ext: 6009

Item Name: Miscellaneous
Authorization to Renew the KnightLYNX Late Evening/Weekend Service Agreement with the University of Central Florida (UCF) Student Government Association (SGA)

Date: 5/24/2012

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to enter into a renewal of the Service Agreement with the University of Central Florida (UCF) Student Government Association (SGA) for late evening weekend bus service and amend the FY2012 Operating Budget, accordingly.

BACKGROUND:

In January 2011, LYNX initiated late evening service on Friday and Saturday nights that provides UCF students with a transit style service (entitled "KnightLYNX") to provide a safe and reliable alternative transportation. The service operates along two fixed routes, serve several identified points of interest and operate at a viable frequency level. SGA representatives' identified several locations on and off campus that students would need access to during the Friday and Saturday night social scene. KnightLYNX will operate Friday and Saturday nights from 8 pm to 3 am. The service partially operates on LYNX' existing fixed route network so it is accessible to the public.

SGA has requested that the contract for this service be in one-year durations, from July 1 through June 30. Thus, the contract is up for renewal. SGA has expressed their intent to continue the services for another year.

FISCAL IMPACT:

The cost to operate the KnightLYNX service will be totally funded by UCF Student Government Association. The FY2012 and FY2013 Operating Budgets will reflect the actual contract cost.

Consent Agenda Item #6.E. xiii

To: LYNX Board of Directors

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

Phone: 407.841.2279 ext: 6036

Item Name: Miscellaneous
Authorization to Enter into Agreements with Redcoach, Inc. and Megabus NE, LLC for Use of the Kiss-N-Ride Area at LYNX Central Station for Boarding and Alighting of Passengers for their Private Intercity Transportation Services

Date: 5/24/2012

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Office (CEO) or designee to enter into agreements with Redcoach, Inc. and Megabus NE, LLC to provide general public non-charter bus services between Florida cities to and from the LYNX Central Station and to use the Kiss-N-Ride area for boarding and alighting of passengers for their private intercity transportation services.

BACKGROUND:

Attached are draft agreements with Redcoach, Inc. and Megabus NE, LLC to permit these firms to utilize the "Kiss-N-Ride" area in front of the LCS to pick up and drop off passengers accessing their respective services. Both of these firms provide scheduled service from Orlando to various cities in Florida. Customers of these services may have a need to access LYNX services prior to or after their trips.

PROPOSED NEW EXPANSION:

The addition of these services will assist in helping make the LCS a multi-modal facility and provide customers of each easy access to LYNX services and vice versa.

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

No DBE participation is anticipated with these agreements.

FISCAL IMPACT:

LYNX estimated the annual expense related to the services being offered by each firm at the LCS to be \$11,000. Each firm will be charged the \$11,000 annual fee to cover the anticipated expenses.

NON-EXCLUSIVE REVOCABLE LICENSE AGREEMENT

THIS NON-EXCLUSIVE REVOCABLE LICENSE AGREEMENT (“**License Agreement**”) is made effective as of the ____ day of _____, 2012 (the “**Effective Date**”) by and between **CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY**, d/b/a **LYNX**, a body politic and corporate, created by Part II, Chapter 343, Florida Statutes (“**Licensor**”), and **MEGABUS, INC.**, Inc., a [_____] corporation (“**Licensee**”).

W I T N E S S E T H:

WHEREAS, Licensor is the owner of the LYNX Central Station located at 455 North Garland Avenue, Orlando, Florida (the “**Property**”); and

WHEREAS, Licensee desires to obtain a non-exclusive revocable license for itself, its invitees, guests, and employees, over and across that portion of the Property as more particularly described on Exhibit “A” attached hereto (the “**License Area**”) to provide non-charter bus services to the general public to and from those Florida cities identified on Exhibit “B” attached hereto (the “**Specified Cities**”), and for no other purpose; and

WHEREAS, Licensor agrees to grant Licensee this non-exclusive revocable license subject to the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual agreement of the parties hereto, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. RECITATIONS.

The above recitations are true and correct and form a material part of this License Agreement.

2. GRANT AND USE OF LICENSE.

Licensor grants to Licensee a non-exclusive license (the “**License**”) over and across the License Area to acquire and discharge Licensee’s non-charter bus passengers traveling to or from the Specified Cities. This License creates a license only over, upon and across the License Area and only during the term set forth in **Section 3.1** hereof, and Licensee acknowledges that Licensee does not and shall not (at any time) claim any interest or estate of any kind or extent whatsoever in the License Area or Licensor’s adjacent property by virtue of this License Agreement or Licensee’s use of the License Area pursuant hereto. This License is subject and subordinate to the terms, conditions, restrictions and limitations set forth herein and in any other recorded and unrecorded easements, reservations, rights-of-way, licenses, restrictions, conditions and limitations affecting the License Area. This License is also subject and subordinate to the rights of Orange County, Florida, the City of Orlando and any other governmental or quasi-governmental authorities to locate, construct, maintain, improve and replace improvements over, through, upon and/or across the License Area.

3. TERM OF LICENSE.

3.1. It is understood and agreed that the License granted to Licensee hereunder is conveyed to Licensee for a period of three (3) years from the date hereof, subject to earlier termination as set forth in **Section 3.2.**

3.2. Notwithstanding anything to the contrary set forth in this License Agreement, either party may, in its sole and absolute discretion, terminate this License Agreement by providing the other party with thirty (30) days prior written notice of its desire to so terminate. The License granted hereunder shall be revoked immediately upon termination of this License Agreement. Termination of this License Agreement shall not affect those provisions which, by their nature, are intended to survive the termination of this License Agreement. In the event that Licensor has permitted Licensee to construct facilities or place signage/advertising upon the License Area pursuant to **Section 4,** Licensee shall upon termination of this License Agreement, at its sole cost and expense, remove all such articles and facilities placed by it and return the License Area to the same condition as it was presented upon inception of the License.

4. LIMITATION OF RIGHTS; SIGNAGE.

4.1. This License Agreement creates a non-exclusive License, and Licensee does not and shall not (at any time) claim any interest or estate of any kind or extent whatsoever in the License Area by virtue of this License or Licensee's use of the License Area pursuant hereto.

4.2. No facilities shall be constructed on or signage/advertising placed on the License Area without the prior written consent of Licensor, which consent Licensor may grant or withhold in its sole and absolute discretion. Licensor will produce all on-site signage in connection with Licensee's use of the License Area. Licensee shall promptly reimburse Licensor for all costs incurred by Licensor in producing such signage.

4.3. The License Area does not include any parking or waiting areas for individuals dropping off or picking up passengers.

5. LICENSOR'S RESERVATION OF RIGHTS.

Subject to the rights created herein, Licensor expressly reserves the right to use, or to grant to others the right to use by virtue of any rights, licenses, rights-of-way, reservations, or easements, any and all portions of the area upon, above, or under the License Area (in Licensor's sole discretion) for any purpose whatsoever not inconsistent with the rights herein granted, including, but not limited to, the right of ingress and egress over and across the License Area onto any adjacent or contiguous property, provided such right does not unreasonably interfere with Licensee's permitted use of the License Area pursuant to the terms hereof.

6. COVENANTS OF LICENSEE. Licensee covenants and agrees it shall:

6.1. In consideration of the license granted hereunder, pay Licensor an annual amount of Eleven Thousand Dollars (\$11,000) for each year this License Agreement remains in effect, which shall be paid in monthly installments in the amount of Nine Hundred and Sixteen Dollars and Sixty-Seven Cents (\$916.67) per month. The first monthly payment shall be due upon execution of this License Agreement and each successive monthly payment shall be due on the fifteenth (15) day of each successive month. If this License Agreement is terminated prior to the expiration of the term, Licensee shall pay Licensor for such period time that the License Agreement remained in effect. All payments shall be made to: LYNX, Attn: Accounts Receivable, 455 North Garland Avenue, Orlando, Florida 32801.

6.2. Furnish transportation services to the guests, employees and invitees of Licensee in a safe, efficient and sanitary manner.

6.3. Keep the License Area and property placed upon it, to the extent that Licensor permits Licensee's property to be placed upon it pursuant to **Section 4**, in a condition consistent with Licensor's adjacent property.

6.4. Not interfere with or prevent the following: (i) the normal use and maintenance by Licensor (or any other party) of the License Area, Licensor's adjacent property, or any other adjacent properties, if any; and (ii) any other activity or use by Licensor or any other party now or in the future existing on or about the License Area and Licensor's adjacent property, so long as such use does not materially and adversely interfere with Licensee's permitted use of the License Area.

6.5. Pay for all federal, state and local taxes, permits or assessments incurred by Licensor or by Licensee as a result of Licensee's use of the License Area.

6.6. Operate its scheduled trips to and from the License Area regardless of the number of tickets sold for a particular trip and not require that there be a minimum number of riders in order to make a trip.

6.7. Sell tickets only on buses. The sale of tickets outside of buses is not permitted in the License Area.

6.8. Operate and schedule bus service such that the layover time for pick-ups and drop-offs does not exceed fifteen (15) minutes.

6.9. Only provide bus service pursuant to a publicized service schedule. Private charter service is not permitted in the License Area.

6.10. Utilize only boarding and alighting locations designated by Licensor.

6.11. Pick-up and drop-off passengers only in the Licensor's existing "Kiss and Ride" location in the License Area.

6.12. Not store buses in the License Area or on Licensor's adjacent property.

6.13. Use only employees of the Licensee (rather than, for example, subcontractors) in the operation of the bus service utilizing the License Area and be solely responsible for the payment of such employee's withholding taxes, social security taxes, and fees payable to or on behalf of such employees under federal state and local laws, and cause such employees: (i) to observe all rules and regulations, including parking rules and regulations, applicable to the License Area; (ii) maintain a neat, clean appearance and act in a courteous manner. Licensor reserves the right to bar any employees from entering onto the License Area who fail to comply with the requirements of clause (i) or clause (ii) of this **Section 6.13**.

6.14. Not discriminate against employees or applicants for employment because of race, religion, color, age, gender, ancestry, marital status, disability, national origin or sexual orientation.

6.15. Comply at all times and in all respects with all present and future local, municipal, county, state and federal environmental and all other applicable laws, statutes, governmental

constitutions, ordinances, codes, rules, regulations, resolutions, requirements, standards, applications and directives, as well as all decisions, judgments, writs, injunctions, orders, decrees or demands of courts, administrative bodies and other authorities construing any of the foregoing (collectively, the “**Laws**”), and Licensee shall obtain, maintain and comply with all applicable permits in connection with Licensee’s use of the License Area. Licensee shall not, by any act or omission, render Licensor liable for any violation thereof.

6.16. Licensee hereby represents and warrants to and for the benefit of Licensor that the License Area will not be used or operated in any manner that will result in the storage, use, treatment, manufacture, or disposal of any Hazardous Materials (hereinafter defined) upon the License Area or any portion thereof or which will result in Hazardous Materials Contamination (hereinafter defined). For purposes hereof, the term “**Hazardous Materials**” shall mean and refer to (i) any “hazardous waste” as defined by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. Section 6901 *et seq.*), as amended from time to time, and regulations promulgated thereunder; (ii) any “hazardous substance” as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. Section 9601 *et seq.*) (“**CERCLA**”), as amended from time to time, and regulations promulgated thereunder; (iii) asbestos; (iv) polychlorinated biphenyls; (v) any substance the presence of which on the License Area is prohibited by any Laws or by any other legal requirements affecting the License Area; (vi) petroleum based materials; and (vii) any other substance which is defined as hazardous, toxic, infectious, or radioactive by any Laws or by any other legal requirements affecting the License Area. The term “**Hazardous Materials Contamination**” shall mean and refer to the contamination of the License Area, soil, surface water, ground water, air, or other elements on, or of, the buildings, facilities, soil, surface water, ground water, air, or other elements on, or of, any other property as a result of Hazardous Materials at any time emanating from the License Area. In addition to and without limiting the generality of any other provisions of this License Agreement, Licensee shall and hereby does indemnify and hold Licensor harmless from and against any and all losses, damages, expenses, fees, claims, demands, causes of action, judgments, costs, and liabilities, including, but not limited to, reasonable attorneys’ fees and costs of litigation, and costs and expenses of response, remedial and corrective work and other clean up activities, arising out of or in any manner connected with (i) the “release” or “threatened release” (as those terms are defined in CERCLA and the rules and regulations promulgated thereunder, as from time to time amended) by Licensee or Licensee’s employees, agents, invitees, licensees, concessionaires, contractors or representatives, of any Hazardous Materials, or (ii) an occurrence of Hazardous Materials Contamination, arising out of or in any manner connected with Licensee’s use or occupancy of the License Area. The provisions of this paragraph shall survive the expiration or sooner termination of the License Agreement, and shall remain in full force and effect as long as the possibility exists that Licensor may suffer or incur any such losses, damages, expenses, fees, claims, demands, causes of action, judgments, costs and liabilities.

6.17. Not permit any lien to be filed against the License Area or Licensor’s adjacent property for any labor or materials in connection with work of any character performed or claimed to have been performed on the License Area or Licensor’s adjacent property at the direction or sufferance of Licensee. If any such lien is filed against the License Area or Licensor’s adjacent property, Licensor shall have the right (but not the obligation) to cause such lien to be released. Licensee shall pay on demand all of Licensor’s costs in connection therewith, together with interest thereon at an interest rate equal to twelve percent (12%) per year accruing from and after the date of such expenditure until Licensor’s receipt of full payment therefor.

7. CONDITION OF LICENSE AREA; INDEMNITY.

7.1. Reasonable Care.

In consideration of being allowed to use the License Area, Licensee agrees, for itself, its agents and invitees, to use reasonable care so as to not damage or destroy the License Area or Licensor's adjacent property, to remove all trash and debris deposited by its employees, guests and invitees on the License Area and to assume all risks inherent in entering upon the License Area.

7.2. Condition of License Area.

Licensee acknowledges that it (i) has physically inspected the License Area; and (ii) accepts the License Area "AS IS" AND "WHERE IS" with full knowledge of the condition thereof and subject to all of the terms, conditions, restrictions and limitations applicable thereto.

7.3. Indemnity.

Licensee, for and on behalf of itself, its subsidiary, related and affiliated entities, and the officers, directors, agents, employees, assigns, contractors, subcontractors, representatives, and invitees of each, assumes sole and entire responsibility for any and all loss of life or injury to persons or damage to property (wherever such property may be located) sustained from the activities, operations or use of the License Area by Licensee, its subsidiary, related and affiliated entities, and the officers, directors, employees, agents, assigns, contractors, subcontractors, representatives, and invitees of each. Licensee (for itself, its subsidiary, related and affiliated entities, and the officers, directors, employees, agents, contractors, subcontractors, representatives, and invitees, and for those claiming by, through or under any of them) shall hereby release, indemnify, defend and hold harmless Licensor, together with its employees, agents, contractors, subcontractors, representatives, licensees, tenants, guests or invitees, and the officers, directors, employees, representatives and agents of each, and for those claiming by, through or under any of them (collectively, the "**Indemnitees**") from and against all claims, liabilities, suits, judgments, liens, damages, penalties, fines, interest, costs and expenses (including, without limitation, those relating to injuries to persons (including, without limitation, loss of life) or for damage, destruction or theft of property), including, without limitation, reasonable attorneys' fees and litigation costs incurred by or asserted against the Indemnitees in connection therewith, that arise from or relate, directly or indirectly, to: (i) operations on, or the use of, the License Area or Licensor's adjacent property by, its subsidiary, related and affiliated entities, and the officers, directors, employees, agents, assigns, contractors, subcontractors, representatives, and invitees of each; (ii) Hazardous Materials Activities, spills or fire caused by Licensee, its subsidiary, related and affiliated entities of each, and the officers, directors, employees, agents, assigns, contractors, subcontractors, representatives, and invitees (and all the respective officers, directors, employees, representatives and agents of each), on, under, through or across the License Area or Licensor's adjacent property; (iii) any activity, work or act committed, omitted, permitted, suffered or caused, in whole or in part, by Licensee, its subsidiary, related and affiliated entities, and the officers, directors, employees, agents, assigns, contractors, subcontractors, representatives, and invitees (and all the respective officers, directors, employees, representatives and agents of each) on or about the License Area or Licensor's adjacent property; (iv) the negligent or willful acts or omissions of Licensee, its subsidiary, related and affiliated entities, and the officers, directors, employees, agents, assigns, contractors, subcontractors, representatives, and invitees (and all the respective officers, directors, employees, representatives and agents of each); (v) Licensee's failure to perform any obligations imposed hereunder; (vi) Licensee's (its subsidiary, related and affiliated entities, and the officers, directors, employees, agents, assigns, contractors, subcontractors, representatives, and invitees, and all the respective officers, directors, employees, representatives and agents of each) use, operation, maintenance or repair of the License Area; (vii) liens by third parties arising out of Licensee's acts or omissions; (viii) Licensee's failure to abide by any applicable Laws existing or which may be

enacted subsequent to the date of this License Agreement; (ix) any failure of Licensee to perform Licensee's permitted use hereunder satisfactory to Licensor; or (x) any other failure or breach of Licensee to comply with the obligations on its part to be performed hereunder. Licensee shall cooperate with the Indemnitees in the defense of any such claims or action including, without limitation, the employment, at the sole expense of Licensee, of legal counsel satisfactory to the Indemnitees. Licensee's liability and the indemnity provided herein shall survive the expiration or sooner termination of this License Agreement, as to events which occurred prior to such expiration or termination.

7.4. Third Party Claims.

If one or more of the Indemnitees become subject to any claim as to which Licensee is obligated to indemnify such Indemnitee or Indemnitees as aforesaid:

7.4.1. Such Indemnitee or Indemnitees and Licensor shall be entitled to approve selection of Licensee's counsel, which approval shall not be unreasonably withheld;

7.4.2. Licensee shall promptly deliver to Licensor and such Indemnitee or Indemnitees copies of all documents and pleadings prepared and filed on its behalf, and Licensee shall monitor and advise and inform Licensor and such Indemnitee or Indemnitees of the progress and status of all developments in any litigation or proceeding; and

7.4.3. Any settlement or other resolution of any litigation or proceeding shall result in the full release, discharge and acquittal of Licensor and such Indemnitee or Indemnitees, without any obligation on the part of Licensor or such Indemnitee or Indemnitees to take or refrain from any action whatsoever.

8. INSURANCE.

8.1. During the term of this License Agreement, Licensee shall maintain, at Licensee's sole cost and expense, the following types of insurance in the minimum amounts set opposite the description of the types of insurance required:

Workers' compensation	Statutory \$1,000,000/person
Comprehensive Liability	\$1,000,000/occurrence
Bodily Injury	\$10,000,000/aggregate
Property Damage	\$1,000,000/occurrence
	\$10,000,000/aggregate
Comprehensive Automobile Liability Bodily Injury	\$2,000,000/person
	\$2,000,000/occurrence
Property Damage	\$1,000,000/occurrence
Excess Umbrella Liability Combined	\$4,000,000/aggregate

8.2. Each insurance policy obtained by Licensee hereto: (i) shall be issued by an insurance company authorized to do business in the State of Florida and acceptable to Licensor; (ii) shall name Licensor as additional insured and; (iii) shall contain a provision whereby the insurer itself waives any claims by way of subrogation against Licensor. Licensee shall deliver certificates evidencing such insurance coverage to Licensor upon execution of this License Agreement. Licensee shall further furnish Licensor with current insurance certificates as policies are renewed during the term of the License Agreement. Licensee shall immediately notify Licensor in the event of any cancellation, termination, non-renewal or material change in insurance coverage, including but not limited to any reduction in coverage provided by the policy.

9. STATUS OF PARTIES.

Neither Licensor nor Licensee are acting as an agent or employee of the other party. Licensee shall not order any merchandise or equipment, incur any indebtedness, enter into any undertaking, or make any commitment in Licensor's name or purporting to be on Licensor's behalf. Licensee shall not use the name of Licensor and/or logos, trademarks and/or trade names in any manner in connection with its business affairs except as specifically authorized by Licensor in writing prior to such use.

10. PUBLIC RECORDS.

Licensor is an agency of the State of Florida and is subject to Florida's Public Records Act, Chapter 119, Florida Statutes (the "**Public Records Act**"). It is possible that Licensee, as a result of this License Agreement, may also be subject to the Public Records Act. If so, Licensee will promptly respond in accordance with the Public Records Act to any and all third party requests for "public records," as that term is defined in the Public Records Act. In regard to any such request, Licensee will promptly notify Licensor. Licensor's determination as to the necessity of such response shall be presumptively correct.

12. PUBLIC ENTITY CRIME.

In accordance with Section 287.133(2)(a), Florida Statutes, Licensee warrants that it is not on the convicted vendor list for a public entity crime committed in the past 36 months. Licensee further warrants it will neither utilize the services of, nor contract with, any supplier, subcontractor, or consultant in excess of \$10,000 in connection with the performance of any services which utilize the License Area for a period of 36 months from the date of such party being placed on the convicted vendor list.

13. ASSIGNMENT.

Licensor may, at any time in its sole discretion, assign, transfer or convey all or any portion of its rights hereunder, either on a temporary basis or permanent basis, to its successors, assigns, tenants, licensees and invitees. Upon any such assignment, transfer or conveyance, the liability of Licensor under this License Agreement shall be automatically suspended or terminated (as the case may be), and Licensor's successor, assignee, tenant, licensee or invitee (as the case may be) shall be deemed to have assumed and be bound by the obligations of Licensor hereunder. Upon the conveyance of fee simple ownership of the License Area by Licensor to a new owner, said new owner shall automatically become the Licensor under this License Agreement. This License Agreement involves the granting of a personal right by Licensor to Licensee and, therefore, neither this License Agreement nor any interest herein or rights hereunder may be assigned, transferred or conveyed in whole or in part by Licensee without the prior written consent of Licensor, which consent may be withheld in Licensor's sole and absolute discretion. Whenever and wherever the term "successors and assigns" is used in this License Agreement with respect to Licensee, it shall mean only those successors, assignees or transferees of Licensee who

acquired their interest in accordance with and subject to this **Section 13**; and whenever and wherever the term “successors and assigns” is used in this License Agreement with respect to Licensor, it shall mean only those successors, assigns, transferees, Licensees, licensees or tenants of Licensor who acquired their interest in accordance with and subject to this **Section 13**.

14. NO WARRANTY: ENTIRE LICENSE AGREEMENT.

Licensor makes no representations, statements, warranties or agreements to Licensee in connection with this License Agreement or the License Area, other than as may be set forth herein. This License Agreement embodies the entire understanding of the parties hereto and supersedes all prior discussions and agreements between the parties hereto, and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof. This License Agreement shall not be modified or amended in any respect except by a written agreement executed by or on behalf of the parties hereto, in the same manner as executed herein. Notwithstanding anything to the contrary set forth in this License Agreement, Licensee acknowledges and agrees that Licensee’s use of the License Area is at its own risk and neither Licensor nor the Indemnitees shall have any liability or obligation for or with respect to any loss or damage to any of Licensee’s improvements, arising out of or related to Licensor’s or the Indemnitees’ use of or activities within the License Area.

15. NOTICES.

All notices and other communications given pursuant to this License Agreement to be served, given or delivered upon either party shall be in writing and shall be sent by registered or certified mail, return receipt requested, or by a national overnight receipted delivery service (e.g., Federal Express). Such notices shall be deemed served, given and delivered on the earlier of the following: (i) the date of actual receipt; (ii) the third business day after any registered or certified notice was deposited in a sealed envelope in the United States mail, postage prepaid; (iii) the next business day after any notice was delivered (on a business day) to a receipted overnight delivery service; or (iv) the first attempted delivery date of any notice hereunder (regardless of whether the recipient of said notice accepted same).

All notices shall be addressed as hereinbelow set forth, or to such other address as the Licensor or Licensee shall hereafter give notice to the other in writing:

If to Licensor:	Central Florida Regional Transportation Authority 455 North Garland Avenue Orlando, Florida 32801 Attention: Director of Procurement
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If to Licensee:	Megabus, Inc. 349 First Street Elizabeth, New Jersey 07206 Attention: John Emberson
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16. COUNTERPARTS.

This License Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which shall together constitute one and the same instrument.

17. GOVERNING LAW.

This License Agreement shall be governed by, construed under and interpreted and enforced in accordance with the laws of the State of Florida.

18. JURISDICTION.

Any legal proceeding of any nature brought by either party against the other to enforce any right or obligation under this License Agreement, or arising out of any matter pertaining to this License Agreement, shall be exclusively submitted for trial before the Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida; or, if the Circuit Court does not have jurisdiction, then before the United States District Court for the Middle District of Florida (Orlando Division); or if neither of such courts shall have jurisdiction, then before any other court sitting in Orange County, Florida, having subject matter jurisdiction. The parties consent and submit to the exclusive jurisdiction of any such court and agree to accept service of process outside the State of Florida in any matter to be submitted to any such court pursuant hereto.

19. BINDING OBLIGATIONS; THIRD-PARTY BENEFICIARIES.

This License Agreement shall be binding upon and shall inure to the benefit of Licensor and Licensee and, to the extent permitted herein, their respective successors and assigns. Nothing in this License Agreement is intended or shall be deemed to confer any rights or benefits upon any entity or person other than the parties hereto or to make or render any such other entity or person a third-party beneficiary of this License Agreement.

20. CONSTRUCTION OF LICENSE AGREEMENT.

This License Agreement has been fully reviewed and approved by the parties hereto and their respective counsel. Accordingly, in interpreting this License Agreement, no weight shall be placed upon which party hereto or its counsel drafted the provisions being interpreted. Section headings are for convenience only and shall not be deemed a part of this License Agreement or considered in construing this License Agreement.

21. NO IMPLIED WAIVER.

No course of dealing between the parties and no delay in exercising any right, power or remedy conferred hereby or now hereafter existing at Law, in equity, by statute or otherwise shall operate as a waiver of, or otherwise prejudice, any such right, power or remedy. All waivers, if any, of any or all of the foregoing rights, powers or remedies must be in writing.

[Remainder of page intentionally blank; signatures appear on following page]

IN WITNESS WHEREOF, the parties hereto have executed this License Agreement as of the Effective Date hereinabove set forth.

“Licensee”

“Licensor”

MEGABUS, INC.

**CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY**

By: _____

Name: John Emberson
Title: VP Business Development

By: _____

Name: John Lewis
Title: Chief Executive Officer

Date: _____

Date: _____

Approved as to Form:

This Contract is approved as to form only for execution by Licensor, and this approval is not to be relied upon by any other person or for any other purpose.

AKERMAN SENTERFITT

By: _____

Name: Patrick T. Christiansen
Title: Shareholder

Date: _____

EXHIBIT "A"

LICENSE AREA

[LYNX: Either insert a picture of the License Area or provide a description of same.]

EXHIBIT "B"
SPECIFIED CITIES

NON-EXCLUSIVE REVOCABLE LICENSE AGREEMENT

THIS NON-EXCLUSIVE REVOCABLE LICENSE AGREEMENT (“License Agreement”) is made effective as of the ____ day of _____, 2012 (the “**Effective Date**”) by and between **CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY**, d/b/a **LYNX**, a body politic and corporate, created by Part II, Chapter 343, Florida Statutes (“**Licensor**”), and **RED COACH, INC.**, Inc., a Florida corporation (“**Licensee**”).

W I T N E S S E T H:

WHEREAS, Licensor is the owner of the LYNX Central Station located at 455 North Garland Avenue, Orlando, Florida (the “**Property**”); and

WHEREAS, Licensee desires to obtain a non-exclusive revocable license for itself, its invitees, guests, and employees, over and across that portion of the Property as more particularly described on Exhibit “A” attached hereto (the “**License Area**”) to provide non-charter bus services to the general public to and from those Florida cities identified on Exhibit “B” attached hereto (the “**Specified Cities**”), and for no other purpose; and

WHEREAS, Licensor agrees to grant Licensee this non-exclusive revocable license subject to the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual agreement of the parties hereto, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. RECITATIONS.

The above recitations are true and correct and form a material part of this License Agreement.

2. GRANT AND USE OF LICENSE.

Licensor grants to Licensee a non-exclusive license (the “**License**”) over and across the License Area to acquire and discharge Licensee’s non-charter bus passengers traveling to or from the Specified Cities. This License creates a license only over, upon and across the License Area and only during the term set forth in Section 3.1 hereof, and Licensee acknowledges that Licensee does not and shall not (at any time) claim any interest or estate of any kind or extent whatsoever in the License Area or Licensor’s adjacent property by virtue of this License Agreement or Licensee’s use of the License Area pursuant hereto. This License is subject and subordinate to the terms, conditions, restrictions and limitations set forth herein and in any other recorded and unrecorded easements, reservations, rights-of-way, licenses, restrictions, conditions and limitations affecting the License Area. This License is also subject and subordinate to the rights of Orange County, Florida, the City of Orlando and any other governmental or quasi-governmental authorities to locate, construct, maintain, improve and replace improvements over, through, upon and/or across the License Area.

3. TERM OF LICENSE.

3.1. It is understood and agreed that the License granted to Licensee hereunder is conveyed to Licensee for a period of three (3) years from the date hereof, subject to earlier termination as set forth in **Section 3.2.**

3.2. Notwithstanding anything to the contrary set forth in this License Agreement, either party may, in its sole and absolute discretion, terminate this License Agreement by providing the other party with thirty (30) days prior written notice of its desire to so terminate. The License granted hereunder shall be revoked immediately upon termination of this License Agreement. Termination of this License Agreement shall not affect those provisions which, by their nature, are intended to survive the termination of this License Agreement. In the event that Licensor has permitted Licensee to construct facilities or place signage/advertising upon the License Area pursuant to **Section 4,** Licensee shall upon termination of this License Agreement, at its sole cost and expense, remove all such articles and facilities placed by it and return the License Area to the same condition as it was presented upon inception of the License.

4. LIMITATION OF RIGHTS; SIGNAGE.

4.1. This License Agreement creates a non-exclusive License, and Licensee does not and shall not (at any time) claim any interest or estate of any kind or extent whatsoever in the License Area by virtue of this License or Licensee's use of the License Area pursuant hereto.

4.2. No facilities shall be constructed on or signage/advertising placed on the License Area without the prior written consent of Licensor, which consent Licensor may grant or withhold in its sole and absolute discretion. Licensor will produce all on-site signage in connection with Licensee's use of the License Area. Licensee shall promptly reimburse Licensor for all costs incurred by Licensor in producing such signage.

4.3. The License Area does not include any parking or waiting areas for individuals dropping off or picking up passengers.

5. LICENSOR'S RESERVATION OF RIGHTS.

Subject to the rights created herein, Licensor expressly reserves the right to use, or to grant to others the right to use by virtue of any rights, licenses, rights-of-way, reservations, or easements, any and all portions of the area upon, above, or under the License Area (in Licensor's sole discretion) for any purpose whatsoever not inconsistent with the rights herein granted, including, but not limited to, the right of ingress and egress over and across the License Area onto any adjacent or contiguous property, provided such right does not unreasonably interfere with Licensee's permitted use of the License Area pursuant to the terms hereof.

6. COVENANTS OF LICENSEE. Licensee covenants and agrees it shall:

6.1. In consideration of the license granted hereunder, pay Licensor an annual amount of Eleven Thousand Dollars (\$11,000) for each year this License Agreement remains in effect, which shall be paid in monthly installments in the amount of Nine Hundred and Sixteen Dollars and Sixty-Seven Cents (\$916.67) per month. The first monthly payment shall be due upon execution of this License Agreement and each successive monthly payment shall be due on the fifteenth (15) day of each successive month. If this License Agreement is terminated prior to the expiration of the term, Licensee shall pay Licensor for such period time that the License Agreement remained in effect. All payments shall be made to: LYNX, Attn: Accounts Receivable, 455 North Garland Avenue, Orlando, Florida 32801.

6.2. Furnish transportation services to the guests, employees and invitees of Licensee in a safe, efficient and sanitary manner.

6.3. Keep the License Area and property placed upon it, to the extent that Licensor permits Licensee's property to be placed upon it pursuant to **Section 4**, in a condition consistent with Licensor's adjacent property.

6.4. Not interfere with or prevent the following: (i) the normal use and maintenance by Licensor (or any other party) of the License Area, Licensor's adjacent property, or any other adjacent properties, if any; and (ii) any other activity or use by Licensor or any other party now or in the future existing on or about the License Area and Licensor's adjacent property, so long as such use does not materially and adversely interfere with Licensee's permitted use of the License Area.

6.5. Pay for all federal, state and local taxes, permits or assessments incurred by Licensor or by Licensee as a result of Licensee's use of the License Area.

6.6. Operate its scheduled trips to and from the License Area regardless of the number of tickets sold for a particular trip and not require that there be a minimum number of riders in order to make a trip.

6.7. Sell tickets only on buses. The sale of tickets outside of buses is not permitted in the License Area.

6.8. Operate and schedule bus service such that the layover time for pick-ups and drop-offs does not exceed fifteen (15) minutes.

6.9. Only provide bus service pursuant to a publicized service schedule. Private charter service is not permitted in the License Area.

6.10. Utilize only boarding and alighting locations designated by Licensor.

6.11. Pick-up and drop-off passengers only in the Licensor's existing "Kiss and Ride" location in the License Area.

6.12. Not store buses in the License Area or on Licensor's adjacent property.

6.13. Use only employees of the Licensee (rather than, for example, subcontractors) in the operation of the bus service utilizing the License Area and be solely responsible for the payment of such employee's withholding taxes, social security taxes, and fees payable to or on behalf of such employees under federal state and local laws, and cause such employees: (i) to observe all rules and regulations, including parking rules and regulations, applicable to the License Area; (ii) maintain a neat, clean appearance and act in a courteous manner. Licensor reserves the right to bar any employees from entering onto the License Area who fail to comply with the requirements of clause (i) or clause (ii) of this **Section 6.13**.

6.14. Not discriminate against employees or applicants for employment because of race, religion, color, age, gender, ancestry, marital status, disability, national origin or sexual orientation.

6.15. Comply at all times and in all respects with all present and future local, municipal, county, state and federal environmental and all other applicable laws, statutes, governmental

constitutions, ordinances, codes, rules, regulations, resolutions, requirements, standards, applications and directives, as well as all decisions, judgments, writs, injunctions, orders, decrees or demands of courts, administrative bodies and other authorities construing any of the foregoing (collectively, the “**Laws**”), and Licensee shall obtain, maintain and comply with all applicable permits in connection with Licensee’s use of the License Area. Licensee shall not, by any act or omission, render Licensor liable for any violation thereof.

6.16. Licensee hereby represents and warrants to and for the benefit of Licensor that the License Area will not be used or operated in any manner that will result in the storage, use, treatment, manufacture, or disposal of any Hazardous Materials (hereinafter defined) upon the License Area or any portion thereof or which will result in Hazardous Materials Contamination (hereinafter defined). For purposes hereof, the term “**Hazardous Materials**” shall mean and refer to (i) any “hazardous waste” as defined by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. Section 6901 *et seq.*), as amended from time to time, and regulations promulgated thereunder; (ii) any “hazardous substance” as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. Section 9601 *et seq.*) (“**CERCLA**”), as amended from time to time, and regulations promulgated thereunder; (iii) asbestos; (iv) polychlorinated biphenyls; (v) any substance the presence of which on the License Area is prohibited by any Laws or by any other legal requirements affecting the License Area; (vi) petroleum based materials; and (vii) any other substance which is defined as hazardous, toxic, infectious, or radioactive by any Laws or by any other legal requirements affecting the License Area. The term “**Hazardous Materials Contamination**” shall mean and refer to the contamination of the License Area, soil, surface water, ground water, air, or other elements on, or of, the buildings, facilities, soil, surface water, ground water, air, or other elements on, or of, any other property as a result of Hazardous Materials at any time emanating from the License Area. In addition to and without limiting the generality of any other provisions of this License Agreement, Licensee shall and hereby does indemnify and hold Licensor harmless from and against any and all losses, damages, expenses, fees, claims, demands, causes of action, judgments, costs, and liabilities, including, but not limited to, reasonable attorneys’ fees and costs of litigation, and costs and expenses of response, remedial and corrective work and other clean up activities, arising out of or in any manner connected with (i) the “release” or “threatened release” (as those terms are defined in CERCLA and the rules and regulations promulgated thereunder, as from time to time amended) by Licensee or Licensee’s employees, agents, invitees, licensees, concessionaires, contractors or representatives, of any Hazardous Materials, or (ii) an occurrence of Hazardous Materials Contamination, arising out of or in any manner connected with Licensee’s use or occupancy of the License Area. The provisions of this paragraph shall survive the expiration or sooner termination of the License Agreement, and shall remain in full force and effect as long as the possibility exists that Licensor may suffer or incur any such losses, damages, expenses, fees, claims, demands, causes of action, judgments, costs and liabilities.

6.17. Not permit any lien to be filed against the License Area or Licensor’s adjacent property for any labor or materials in connection with work of any character performed or claimed to have been performed on the License Area or Licensor’s adjacent property at the direction or sufferance of Licensee. If any such lien is filed against the License Area or Licensor’s adjacent property, Licensor shall have the right (but not the obligation) to cause such lien to be released. Licensee shall pay on demand all of Licensor’s costs in connection therewith, together with interest thereon at an interest rate equal to twelve percent (12%) per year accruing from and after the date of such expenditure until Licensor’s receipt of full payment therefor.

7. CONDITION OF LICENSE AREA; INDEMNITY.

7.1. Reasonable Care.

In consideration of being allowed to use the License Area, Licensee agrees, for itself, its agents and invitees, to use reasonable care so as to not damage or destroy the License Area or Licensor's adjacent property, to remove all trash and debris deposited by its employees, guests and invitees on the License Area and to assume all risks inherent in entering upon the License Area.

7.2. Condition of License Area.

Licensee acknowledges that it (i) has physically inspected the License Area; and (ii) accepts the License Area "AS IS" AND "WHERE IS" with full knowledge of the condition thereof and subject to all of the terms, conditions, restrictions and limitations applicable thereto.

7.3. Indemnity.

Licensee, for and on behalf of itself, its subsidiary, related and affiliated entities, and the officers, directors, agents, employees, assigns, contractors, subcontractors, representatives, and invitees of each, assumes sole and entire responsibility for any and all loss of life or injury to persons or damage to property (wherever such property may be located) sustained from the activities, operations or use of the License Area by Licensee, its subsidiary, related and affiliated entities, and the officers, directors, employees, agents, assigns, contractors, subcontractors, representatives, and invitees of each. Licensee (for itself, its subsidiary, related and affiliated entities, and the officers, directors, employees, agents, contractors, subcontractors, representatives, and invitees, and for those claiming by, through or under any of them) shall hereby release, indemnify, defend and hold harmless Licensor, together with its employees, agents, contractors, subcontractors, representatives, licensees, tenants, guests or invitees, and the officers, directors, employees, representatives and agents of each, and for those claiming by, through or under any of them (collectively, the "**Indemnitees**") from and against all claims, liabilities, suits, judgments, liens, damages, penalties, fines, interest, costs and expenses (including, without limitation, those relating to injuries to persons (including, without limitation, loss of life) or for damage, destruction or theft of property), including, without limitation, reasonable attorneys' fees and litigation costs incurred by or asserted against the Indemnitees in connection therewith, that arise from or relate, directly or indirectly, to: (i) operations on, or the use of, the License Area or Licensor's adjacent property by, its subsidiary, related and affiliated entities, and the officers, directors, employees, agents, assigns, contractors, subcontractors, representatives, and invitees of each; (ii) Hazardous Materials Activities, spills or fire caused by Licensee, its subsidiary, related and affiliated entities of each, and the officers, directors, employees, agents, assigns, contractors, subcontractors, representatives, and invitees (and all the respective officers, directors, employees, representatives and agents of each), on, under, through or across the License Area or Licensor's adjacent property; (iii) any activity, work or act committed, omitted, permitted, suffered or caused, in whole or in part, by Licensee, its subsidiary, related and affiliated entities, and the officers, directors, employees, agents, assigns, contractors, subcontractors, representatives, and invitees (and all the respective officers, directors, employees, representatives and agents of each) on or about the License Area or Licensor's adjacent property; (iv) the negligent or willful acts or omissions of Licensee, its subsidiary, related and affiliated entities, and the officers, directors, employees, agents, assigns, contractors, subcontractors, representatives, and invitees (and all the respective officers, directors, employees, representatives and agents of each); (v) Licensee's failure to perform any obligations imposed hereunder; (vi) Licensee's (its subsidiary, related and affiliated entities, and the officers, directors, employees, agents, assigns, contractors, subcontractors, representatives, and invitees, and all the respective officers, directors, employees, representatives and agents of each) use, operation, maintenance or repair of the License Area; (vii) liens by third parties arising out of Licensee's acts or omissions; (viii) Licensee's failure to abide by any applicable Laws existing or which may be

enacted subsequent to the date of this License Agreement; (ix) any failure of Licensee to perform Licensee's permitted use hereunder satisfactory to Licensor; or (x) any other failure or breach of Licensee to comply with the obligations on its part to be performed hereunder. Licensee shall cooperate with the Indemnitees in the defense of any such claims or action including, without limitation, the employment, at the sole expense of Licensee, of legal counsel satisfactory to the Indemnitees. Licensee's liability and the indemnity provided herein shall survive the expiration or sooner termination of this License Agreement, as to events which occurred prior to such expiration or termination.

7.4. Third Party Claims.

If one or more of the Indemnitees become subject to any claim as to which Licensee is obligated to indemnify such Indemnitee or Indemnitees as aforesaid:

7.4.1. Such Indemnitee or Indemnitees and Licensor shall be entitled to approve selection of Licensee's counsel, which approval shall not be unreasonably withheld;

7.4.2. Licensee shall promptly deliver to Licensor and such Indemnitee or Indemnitees copies of all documents and pleadings prepared and filed on its behalf, and Licensee shall monitor and advise and inform Licensor and such Indemnitee or Indemnitees of the progress and status of all developments in any litigation or proceeding; and

7.4.3. Any settlement or other resolution of any litigation or proceeding shall result in the full release, discharge and acquittal of Licensor and such Indemnitee or Indemnitees, without any obligation on the part of Licensor or such Indemnitee or Indemnitees to take or refrain from any action whatsoever.

8. INSURANCE.

8.1. During the term of this License Agreement, Licensee shall maintain, at Licensee's sole cost and expense, the following types of insurance in the minimum amounts set opposite the description of the types of insurance required:

Workers' compensation	Statutory \$1,000,000/person
Comprehensive Liability	\$1,000,000/occurrence
Bodily Injury	\$10,000,000/aggregate
Property Damage	\$1,000,000/occurrence
	\$10,000,000/aggregate
Comprehensive Automobile Liability Bodily Injury	\$2,000,000/person
	\$2,000,000/occurrence
Property Damage	\$1,000,000/occurrence
Excess Umbrella Liability Combined	\$4,000,000/aggregate

8.2. Each insurance policy obtained by Licensee hereto: (i) shall be issued by an insurance company authorized to do business in the State of Florida and acceptable to Licensor; (ii) shall name Licensor as additional insured and; (iii) shall contain a provision whereby the insurer itself waives any claims by way of subrogation against Licensor. Licensee shall deliver certificates evidencing such insurance coverage to Licensor upon execution of this License Agreement. Licensee shall further furnish Licensor with current insurance certificates as policies are renewed during the term of the License Agreement. Licensee shall immediately notify Licensor in the event of any cancellation, termination, non-renewal or material change in insurance coverage, including but not limited to any reduction in coverage provided by the policy.

9. STATUS OF PARTIES.

Neither Licensor nor Licensee are acting as an agent or employee of the other party. Licensee shall not order any merchandise or equipment, incur any indebtedness, enter into any undertaking, or make any commitment in Licensor's name or purporting to be on Licensor's behalf. Licensee shall not use the name of Licensor and/or logos, trademarks and/or trade names in any manner in connection with its business affairs except as specifically authorized by Licensor in writing prior to such use.

10. PUBLIC RECORDS.

Licensor is an agency of the State of Florida and is subject to Florida's Public Records Act, Chapter 119, Florida Statutes (the "**Public Records Act**"). It is possible that Licensee, as a result of this License Agreement, may also be subject to the Public Records Act. If so, Licensee will promptly respond in accordance with the Public Records Act to any and all third party requests for "public records," as that term is defined in the Public Records Act. In regard to any such request, Licensee will promptly notify Licensor. Licensor's determination as to the necessity of such response shall be presumptively correct.

12. PUBLIC ENTITY CRIME.

In accordance with Section 287.133(2)(a), Florida Statutes, Licensee warrants that it is not on the convicted vendor list for a public entity crime committed in the past 36 months. Licensee further warrants it will neither utilize the services of, nor contract with, any supplier, subcontractor, or consultant in excess of \$10,000 in connection with the performance of any services which utilize the License Area for a period of 36 months from the date of such party being placed on the convicted vendor list.

13. ASSIGNMENT.

Licensor may, at any time in its sole discretion, assign, transfer or convey all or any portion of its rights hereunder, either on a temporary basis or permanent basis, to its successors, assigns, tenants, licensees and invitees. Upon any such assignment, transfer or conveyance, the liability of Licensor under this License Agreement shall be automatically suspended or terminated (as the case may be), and Licensor's successor, assignee, tenant, licensee or invitee (as the case may be) shall be deemed to have assumed and be bound by the obligations of Licensor hereunder. Upon the conveyance of fee simple ownership of the License Area by Licensor to a new owner, said new owner shall automatically become the Licensor under this License Agreement. This License Agreement involves the granting of a personal right by Licensor to Licensee and, therefore, neither this License Agreement nor any interest herein or rights hereunder may be assigned, transferred or conveyed in whole or in part by Licensee without the prior written consent of Licensor, which consent may be withheld in Licensor's sole and absolute discretion. Whenever and wherever the term "successors and assigns" is used in this License Agreement with respect to Licensee, it shall mean only those successors, assignees or transferees of Licensee who

acquired their interest in accordance with and subject to this **Section 13**; and whenever and wherever the term “successors and assigns” is used in this License Agreement with respect to Licensor, it shall mean only those successors, assigns, transferees, Licensees, licensees or tenants of Licensor who acquired their interest in accordance with and subject to this **Section 13**.

14. NO WARRANTY: ENTIRE LICENSE AGREEMENT.

Licensor makes no representations, statements, warranties or agreements to Licensee in connection with this License Agreement or the License Area, other than as may be set forth herein. This License Agreement embodies the entire understanding of the parties hereto and supersedes all prior discussions and agreements between the parties hereto, and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof. This License Agreement shall not be modified or amended in any respect except by a written agreement executed by or on behalf of the parties hereto, in the same manner as executed herein. Notwithstanding anything to the contrary set forth in this License Agreement, Licensee acknowledges and agrees that Licensee’s use of the License Area is at its own risk and neither Licensor nor the Indemnitees shall have any liability or obligation for or with respect to any loss or damage to any of Licensee’s improvements, arising out of or related to Licensor’s or the Indemnitees’ use of or activities within the License Area.

15. NOTICES.

All notices and other communications given pursuant to this License Agreement to be served, given or delivered upon either party shall be in writing and shall be sent by registered or certified mail, return receipt requested, or by a national overnight receipted delivery service (e.g., Federal Express). Such notices shall be deemed served, given and delivered on the earlier of the following: (i) the date of actual receipt; (ii) the third business day after any registered or certified notice was deposited in a sealed envelope in the United States mail, postage prepaid; (iii) the next business day after any notice was delivered (on a business day) to a receipted overnight delivery service; or (iv) the first attempted delivery date of any notice hereunder (regardless of whether the recipient of said notice accepted same).

All notices shall be addressed as hereinbelow set forth, or to such other address as the Licensor or Licensee shall hereafter give notice to the other in writing:

If to Licensor:	Central Florida Regional Transportation Authority 455 North Garland Avenue Orlando, Florida 32801 Attention: Director of Procurement
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If to Licensee:	Red Coach, Inc. 1777 McCoy Road Orlando, Florida 32809 Attention: Matias Venier
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16. COUNTERPARTS.

This License Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which shall together constitute one and the same instrument.

17. GOVERNING LAW.

This License Agreement shall be governed by, construed under and interpreted and enforced in accordance with the laws of the State of Florida.

18. JURISDICTION.

Any legal proceeding of any nature brought by either party against the other to enforce any right or obligation under this License Agreement, or arising out of any matter pertaining to this License Agreement, shall be exclusively submitted for trial before the Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida; or, if the Circuit Court does not have jurisdiction, then before the United States District Court for the Middle District of Florida (Orlando Division); or if neither of such courts shall have jurisdiction, then before any other court sitting in Orange County, Florida, having subject matter jurisdiction. The parties consent and submit to the exclusive jurisdiction of any such court and agree to accept service of process outside the State of Florida in any matter to be submitted to any such court pursuant hereto.

19. BINDING OBLIGATIONS; THIRD-PARTY BENEFICIARIES.

This License Agreement shall be binding upon and shall inure to the benefit of Licensor and Licensee and, to the extent permitted herein, their respective successors and assigns. Nothing in this License Agreement is intended or shall be deemed to confer any rights or benefits upon any entity or person other than the parties hereto or to make or render any such other entity or person a third-party beneficiary of this License Agreement.

20. CONSTRUCTION OF LICENSE AGREEMENT.

This License Agreement has been fully reviewed and approved by the parties hereto and their respective counsel. Accordingly, in interpreting this License Agreement, no weight shall be placed upon which party hereto or its counsel drafted the provisions being interpreted. Section headings are for convenience only and shall not be deemed a part of this License Agreement or considered in construing this License Agreement.

21. NO IMPLIED WAIVER.

No course of dealing between the parties and no delay in exercising any right, power or remedy conferred hereby or now hereafter existing at Law, in equity, by statute or otherwise shall operate as a waiver of, or otherwise prejudice, any such right, power or remedy. All waivers, if any, of any or all of the foregoing rights, powers or remedies must be in writing.

[Remainder of page intentionally blank; signatures appear on following page]

IN WITNESS WHEREOF, the parties hereto have executed this License Agreement as of the Effective Date hereinabove set forth.

“Licensee”

“Licensor”

RED COACH, INC.

**CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY**

By: _____

Name: Matias Venier
Title: General Manager

By: _____

Name: John Lewis
Title: Chief Executive Officer

Date: _____

Date: _____

Approved as to Form:

This Contract is approved as to form only for execution by Licensor, and this approval is not to be relied upon by any other person or for any other purpose.

AKERMAN SENTERFITT

By: _____

Name: Patrick T. Christiansen
Title: Shareholder

Date: _____

EXHIBIT "A"

LICENSE AREA

[LYNX: Either insert a picture of the License Area or provide a description of same.]

EXHIBIT "B"
SPECIFIED CITIES

Consent Agenda Item #6.E. xiv

To: LYNX Board of Directors

From: Rudolph Walter
DIRECTOR OF PLANNING
Jerry Bryan
(Technical Contact)

Phone: 407.841.2279 ext: 6009

Item Name: Miscellaneous
Authorization to Enter Into a Service Planning Agreement with the Lake Buena Vista Resort & Spa

Date: 5/24/2012

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to enter into a Service Agreement with Lake Buena Vista Resort and Spa for bus service to their facility located at 8113 Resort Village Drive, Orlando, FL. At this time, the final form of Bus Service Agreement has not been fully negotiated and thus the above authorization would further include the authorization for the LYNX staff to conclude negotiations with Lake Buena Vista Resort and Spa regarding the form of that Agreement and for the CEO or designee to then execute that Agreement. The service proposal with Lake Buena Vista Resort and Spa is attached and any material adverse changes to LYNX that may result from any negotiations would require the further approval of the Chairman of LYNX before the CEO could execute the Agreement.

BACKGROUND:

Officials for the Lake Buena Vista Resort and Spa approached LYNX about the possibility of having fixed-route access to their facility for their employees. In follow-up discussions, it was determined that an extension of an existing route, Link 304, would serve their needs adequately.

PROPOSED NEW EXPANSION:

Link 304 is part of the '3D' network of LYNX routes used by Disney Cast Members to access their employment sites. These routes are wholly funded by Orange County.

All 3D routes arrive at the Downtown Disney Transfer Center at 7:00am, at which time riders transfer to the appropriate route that serves their destination within the Disney property. The exception to this is the Link 304. Upon arriving at the Downtown Disney Transfer Center, the

LYNX Board Agenda

Link 304 then serves hotels and resort off of Disney property; it does not transport Cast Members to points within Disney property.

Therefore, Link 304 is available to provide service to Lake Buena Vista Resort and Spa. These customers would use any of the existing 3D routes to get to the Downtown Disney Transfer Center, and then transfer to the Link 304, which would transport them directly to Lake Buena Vista Resort and Spa. In the afternoon, the Link 304 would serve Lake Buena Vista Resort and Spa, then proceed to the Downtown Disney Transfer Center, then proceed on route.

FISCAL IMPACT:

LYNX staff will amend the FY2012 Operating Budget to include the estimated cost for this service expansion in the prorated amount of \$5,117 and will be funded by Lake Buena Vista Resort and Spa.

**Proposal for Fixed Route Service to
Lake Buena Vista Resort Village and Spa**
a Sky Hotel and Resorts Property



*LYNX Service Planning Division
April, 2012*

The Market

The target markets for the proposed fixed route are service employees of Lake Buena Vista Resort Village and Spa.

Route Selection

The proposed route to Lake Buena Vista Resort Village and Spa will be an extension of the existing Link 304 route. This route is part of the LYNX 3D network of routes that delivers hotel employees to their places of employment. The LYNX 3D routes are in place primarily to serve Walt Disney World's resort properties. The Link 304 has been designed to serve properties that are not on Disney grounds (Nickelodeon Suites Resort, Caribe Royale and Orlando World Center Marriot amongst others). The LYNX 3D routes serve various sections of the LYNX service area where concentrations of Disney Cast Members live.

Hotel employees can catch any of the 3D routes at any bus stop along the route, bus fare is \$2. All 3D routes converge at the Downtown Disney Westside Transfer Center simultaneously where hotel staff members have the opportunity to make a free transfer to the route that serves the hotel where they are employed. Buses then depart on their assigned routes. (Operators are required to wait at the transfer center until all 3D routes have arrived and passengers have transferred).

Additionally employees can transfer from Links 50 and 111 which also serve the Disney Westside Transfer Station.

The proposed service will operate twice a day, seven days a week with a morning trip from the Downtown Disney Transfer Center terminating at Lake Buena Vista Resort Village and Spa, and an afternoon trip originating from Lake Buena Vista Resort Village and Spa to the Downtown Disney Transfer Center.

The travel time for the extension is estimated to be 5 minutes one-way, for a total of 10 minutes, or .17 hours, per day.

Operating and Financial Impact

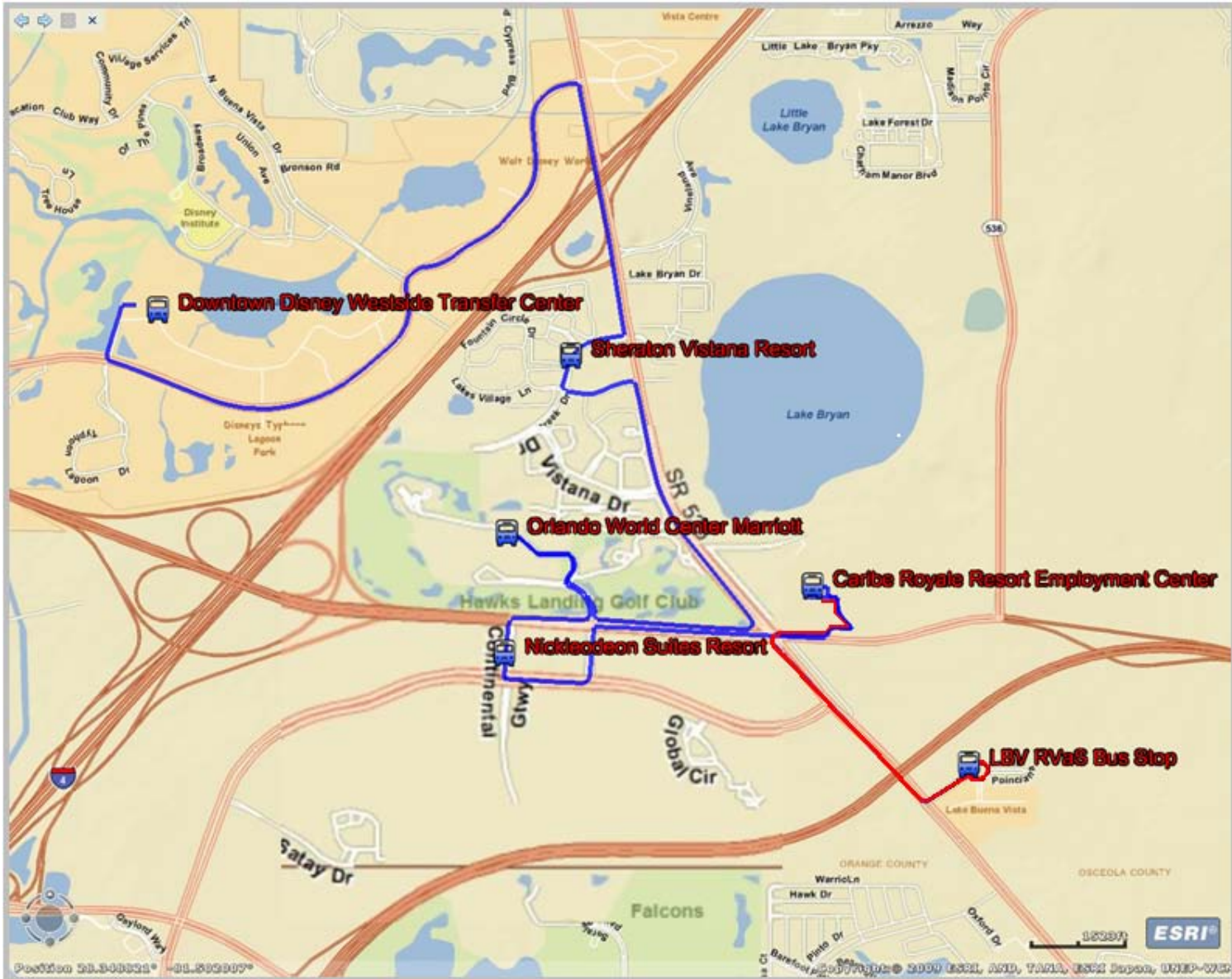
This service will add 1000.1 miles and 62.05 hours to the LYNX system annually. Based on LYNX's fixed route operating cost of **\$82.47** per hour, the annual operating cost for this service is calculated as follows:

.17 hours per day x 365 operating days per year x **\$82.47** cost per hour = **\$5,117**

\$5,117 annual cost

Since this service is already in place and this proposal only calls for an extension of service, there are no related capital costs.

Proposed Extension of Link 304 to serve Lake Buena Vista Resort Village and Spa (Extension in red)



Consent Agenda Item #6.E. xv

To: LYNX Board of Directors

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

Phone: 407.841.2279 ext: 6036

Item Name: Miscellaneous
Authorization to Terminate Lease Agreement with Orange County Clerk of Courts

Date: 5/24/2012

ACTION REQUESTED:

Staff is requesting the Board of Director's authorization for the Chief Executive Officer (CEO) or designee to allow the Orange County Clerk of Courts to terminate their lease with LYNX and reimburse LYNX for any unamortized tenant improvements. LYNX staff recommends collecting rent through September in the amount of \$43,262 as well as approximately \$20,000 for unamortized tenant improvements funded by LYNX.

BACKGROUND:

At the October 2006 Board of Directors' meeting, LYNX' governing board authorized staff to negotiate and execute a five year lease agreement with the Orange County Clerk of Courts for 5,800 square feet of office space at the LYNX Central Station (LCS).

LYNX agreed to share the cost of tenant improvements at a not-to-exceed amount of \$98,200. Following the tenant improvements, the Clerk of Courts signed a lease agreement effective May 12, 2008 with an expiration of May 30, 2013.

Since that time, the Clerk of Courts has made space available at the Orange County Courthouse and is requesting to terminate the lease with LYNX early. The lease agreement has a clause that allows LYNX to terminate the lease after the initial five years with a twelve month notice to Orange County. There is no clause for either party to terminate early or a clause for any penalty for an early termination.

The months remaining in the initial term represent rent payments of \$129,784. It is estimated that the unamortized tenant improvements funded by LYNX are \$20,000.

LYNX Board Agenda

In a letter dated, April 26, 2012, the Orange County Real Estate Management Division proposed to vacate the space by June 30, 2012, and proposed compensation to LYNX in the amount of \$21,000, which includes unamortized tenant improvement costs of approximately \$16,000 and unamortized broker commission costs of \$5,000.

LYNX staff recommends that Orange County Clerk of Courts compensate LYNX in the amount of \$43,262, which includes lease payments through September 30, 2012, which is currently budgeted as well as approximately \$20,000 for unamortized tenant improvements funded by LYNX.

FISCAL IMPACT:

LYNX would need to amend its estimated revenue for FY2013 for the remaining months of the lease by allowing Orange County Clerk of Courts to terminate their lease eight (8) months early.

Consent Agenda Item #6.E. xvi

To: LYNX Board of Directors

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

Phone: 407.841.2279 ext: 6036

Item Name: Miscellaneous
Authorization to Adopt Resolution #12-005 Authorizing the Execution of the Transportation Disadvantaged Operating Grant Application; Filing of the Application with the Florida Commission for the Transportation Disadvantaged; Execution of Contract for the Period from July 2012 to June 2013

Date: 5/24/2012

ACTION REQUESTED:

Staff is requesting the Board of Directors' adopt Resolution #12-005 authorizing the Chief Executive Officer (CEO) or designee to execute the FY2013 Transportation Disadvantaged Operating Grant application, file the application with the Florida Commission for the Transportation Disadvantaged, and execute any and all agreements or contracts which may be required in connection with the application.

BACKGROUND:

Every year, the Florida Commission for the Transportation Disadvantaged (TD) awards Trip Grants to each Community Transportation Coordinator (CTC) to provide TD trips within their service area. The designated CTC for any one service area is the only entity in that service area that is eligible for the Trip Grant. LYNX serves at the CTC for Orange, Osceola and Seminole Counties.

FISCAL IMPACT:

The Transportation Disadvantaged Trip Grant provides funding for all TD services provided by LYNX' Paratransit Operations Division. FY2013's 90% TD allocation is \$2,928,285, which is an increase of \$221,984 over FY2012 and will be included in the final adopted FY2013 Operating Budget. The Grant requires a 10% local match, which is obtained through customer fares. LYNX will also receive an additional \$1,754 in Voluntary Dollar Contributions.

CFRTA RESOLUTION #12-005

**A RESOLUTION OF THE CENTRAL FLORIDA
REGIONAL TRANSPORTATION AUTHORITY, TO FILE
A TRANSPORTATION DISADVANTAGED TRUST FUND
GRANT APPLICATION WITH THE FLORIDA
COMMISSION FOR THE TRANSPORTATION
DISADVANTAGED**

WHEREAS, this is a resolution of the GOVERNING BOARD of Central Florida Regional Transportation Authority, d/b/a LYNX (hereinafter BOARD), hereby authorizes the filing of a Transportation Disadvantaged Trust Fund Grant Application with the Florida Commission for the Transportation Disadvantaged.

WHEREAS, this BOARD has the authority to file a Transportation Disadvantaged Trust Fund Grant Application to undertake a transportation disadvantaged service project as authorized by Section 427.0159, Florida Statutes and Rule 41-2, Florida Administrative Code.

NOW THEREFORE, BE IT RESOLVED THAT:

1. The BOARD has the authority to file this grant application.
2. The BOARD authorizes John M. Lewis, Jr., Chief Executive Officer, or designee, to file and execute the application on behalf of the Central Florida Regional Transportation Authority, d/b/a LYNX with the Florida Commission for the Transportation Disadvantaged.
3. The BOARD authorizes John M. Lewis, Jr., Chief Executive Officer, or designee, to sign any and all agreements or contracts, which may be required in connection with the application.
4. The BOARD authorizes Blanche Sherman, Director of Finance, or designee, to sign any and all assurances, reimbursement invoices, warranties, certifications and any other documents, which may be required in connection with the application or subsequent agreements.

**CERTIFICATION OF THE ADOPTION OF RESOLUTION #12-005 BY THE
BOARD OF DIRECTORS OF CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY d/b/a LYNX**

APPROVED AND ADOPTED this **24th day of May 2012**, by the Governing Board of Directors of the Central Florida Regional Transportation Authority, d/b/a LYNX.

CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY

By: Board of Directors

Chairman

Attest:

Assistant Secretary

Consent Agenda Item #6.E. xvii

To: LYNX Board of Directors

From: **Kathy Clary**
DIRECTOR OF COMMUNICATIONS
Bernard Guida
(Technical Contact)
William Fay
(Technical Contact)

Phone: 407.841.2279 ext: 6161

Item Name: **Miscellaneous**
Authorization to Purchase Twenty Vanpool Vehicles for Replacement and Expansion.

Date: 5/24/2012

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to purchase twenty (20) vanpool vehicles for replacement and expansion purposes for the vanpool program, in the amount of \$591,786 and to amend the FY2012 Capital Budget, accordingly. The vehicles will be purchased from the State bid list.

BACKGROUND:

The LYNX vanpool program was developed to provide another option for the Central Florida community commuting to work. LYNX currently has seventy (70) vehicles in its vanpool fleet. LYNX purchases commuter vans from funds granted by the Federal Transit Administration (FTA) and contracts with an outside vendor, Vanpool Services Incorporated (VPSI) to provide fleet management services.

VPSI fleet management services include the billing and collection of monthly vanpool fees, providing insurance and maintenance for the fleet, compiling monthly and annual NTD reports, supplying emergency road-side assistance and replacement vehicles for vans in need of repair. LYNX staff is responsible for overseeing the vanpool program.

The program has four (4) vanpool vehicles that have exceed their retirement mileage in FY2011 and another twelve (12) vehicles that will exceed retirement mileage by the end of FY2012. Four (4) more vehicles will reach retirement age by December 26, 2012 and thus need replacing. Historically, LYNX vanpool groups have experienced low turnover and the program continues to generate interest from employers and individual commuters.

LYNX is looking to purchase two 7-passenger, eight 10-passenger, eight 12-passenger and two 15-passenger vehicles to maintain the program. The total cost for twenty (20) vehicles is \$591,786.

These vehicles will be purchased under the competitively let Florida State contract.

Replacement Vanpool Vehicles	Quantity	Unit Cost	Total Cost
7 Passenger Vans	2	\$20,969	\$ 41,938
10 Passenger Conversion	8	\$30,144	\$ 241,152
12 Passenger Conversion	8	\$32,282	\$ 259,056
15 Passenger Vans	2	\$24,820	\$ 49,640
Total Replacement Vehicles	20		\$ 591,786

FISCAL IMPACT:

LYNX staff will amend the FY2012 Capital Budget in the amount of \$591,786 to include the purchase of twenty (20) commuter vans. The vans will be 100% federally funded.

Action Agenda Item #7.A

To: LYNX Board of Directors

From: Rudolph Walter
DIRECTOR OF PLANNING
Laura Minns
(Technical Contact)

Phone: 407.841.2279 ext: 6009

Item Name: Authorization to Approve the North/South Locally Preferred Alternative for the LYMMO Downtown Circulator Alternative Analysis and Transmit the Alternative Analysis Documents to the Federal Transit Administration

Date: 5/24/2012

ACTION REQUESTED:

Staff is requesting the Board of Directors' approval of the North/South Locally Preferred Alternative (LPA) for the LYMMO Downtown Circulator Alternatives Analysis (AA) and transmittal of the Alternatives Analysis documentation to the Federal Transit Administration (FTA).

BACKGROUND:

In April 2010, LYNX, the City of Orlando and PB Americas, Inc. (now Parsons Brinkerhoff, Inc.) began a system-wide Alternatives Analysis for the planned expansion of the LYMMO Bus Rapid Transit (BRT) to include an East/West alignment serving Parramore, the Downtown Venues and Thornton Park neighborhood as well as a North/South alignment connecting Orlando Health/Downtown South and Florida Hospital/Ivanhoe Village/College Park to the downtown core. The project team split out the East/West alignment from the overall system project for submittal to FTA for a Very Small Starts BRT application for the proposed East/West corridor. This project is currently under Design/Build.

On October 20, 2010, the U.S. Department of Transportation announced the selection of 75 TIGER II awards, including the award of \$10 million for the Orlando Parramore BRT. The proposed Parramore Fixed Guideway BRT expansion project represents a 2.1-mile extension of the current Orlando LYMMO BRT system through the historic Parramore and Callahan neighborhoods and the proposed Creative Village redevelopment site. This project is currently under Design/Build.

Since that time LYNX, the City of Orlando and Parsons Brinkerhoff, Inc. completed the public involvement and analysis of the North/South segment of the Alternatives Analysis for the planned expansion of the LYMMO. The Orlando City Council approved the LPA at their meeting on April 23, 2012. The MetroPlan Orlando Board will also review the LPA and study results at their meeting on June 13, 2012. At this time there is no funding identified to move this segment of the project into the environmental, design and engineering phase of implementation.

PROPOSED NEW EXPANSION:

The North portion of the North/South LPA consists of two routes totaling 10.9 miles extending from Florida Hospital North to LYNX Central Station with extensions to College Park to the west and Mills Avenue to the east. The alignment proposes 23 stations, 12 vehicles, signal priority at 10 intersections and potentially 2 miles of dedicated bus lanes. Service frequencies are planned to be 10-minutes during the peak period and 15-minutes during the off-peak period of traffic.

The South portion of the North/South LPA consists of one route totaling 6.2 miles extending from LYNX Central Station south past Orlando Health/Amtrak-SunRail Station to Michigan Avenue. The alignment proposes 17 stations, 5 vehicles, signal priority at 5 intersections and a new extension of Magnolia Avenue to northbound SR 408 ramp.

FISCAL IMPACT:

The LYMMO Downtown Circulator Alternatives Analysis was included in the FY2012 Capital Budget. The North/South Locally Preferred Alternative will be included in future budgets upon funding and Board approval.

LET'S RIDE
LYMMO[®]
STUDY

Locally Preferred Alternatives
North and South Corridors

LYNX Board of Directors Meeting



**PARSONS
BRINCKERHOFF**

Current Status

	Initial Alternatives Analysis	Refined Alternatives Analysis	Locally Preferred Alternative	Agency/ Jurisdiction Approval	Environmental Study	Design/ Build Process
East/West Corridor						
Parramore Corridor						
North/South Corridors				<i>We Are Here</i>		

Corridor Screening Process

- Initial North/South Corridors screened based on:
 - Technical Analysis (facilities, impacts and fit)
 - Public Involvement
 - Public meetings (30) – More than 500 people
 - WWW.LYMMOSTUDY.COM - 10,071 total hits
- Screening evaluation based on six goals:
 1. Improve Mobility and Accessibility
 2. Provide Equitable Transportation
 3. Enhance the Environment
 4. Enhance the Community
 5. Financially Viable Option
 6. Promote Economic Development

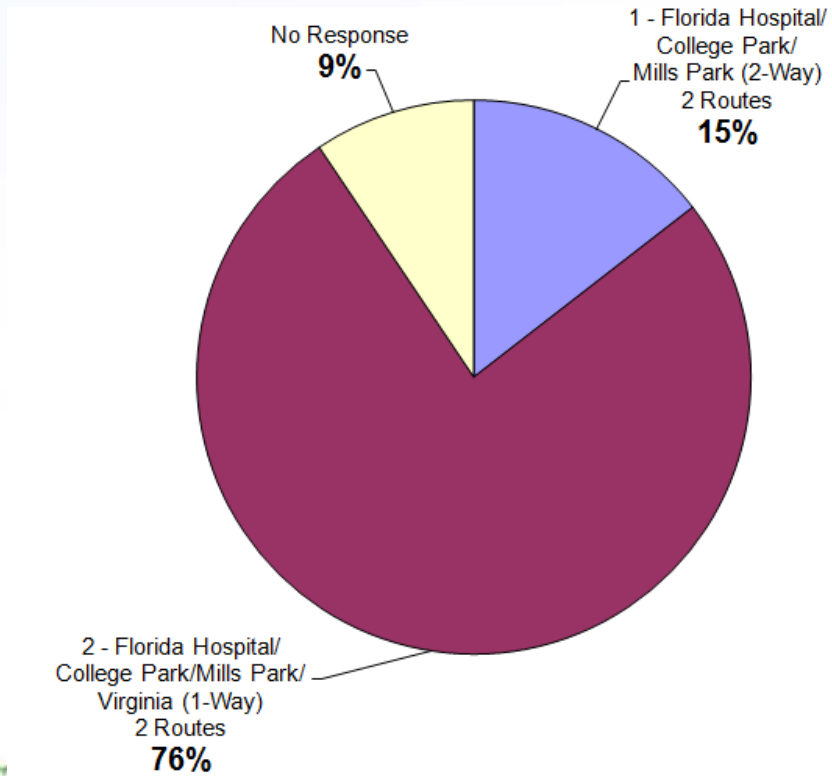
BRT Components Assumed

- **Running Way Improvements**
 - Exclusive bus lanes where possible
 - Signal priority/queue jumps/curb extensions at intersections
- **Vehicles**
 - 35-foot long hybrid buses
- **Stations**
 - Designed to accommodate 35-foot vehicle
 - Similar features to existing LYMMO stations
 - Aesthetic/branding treatments at stations and along corridor
- **Real-Time Passenger Information**
 - On-board vehicle
 - At stations
 - Mobile applications

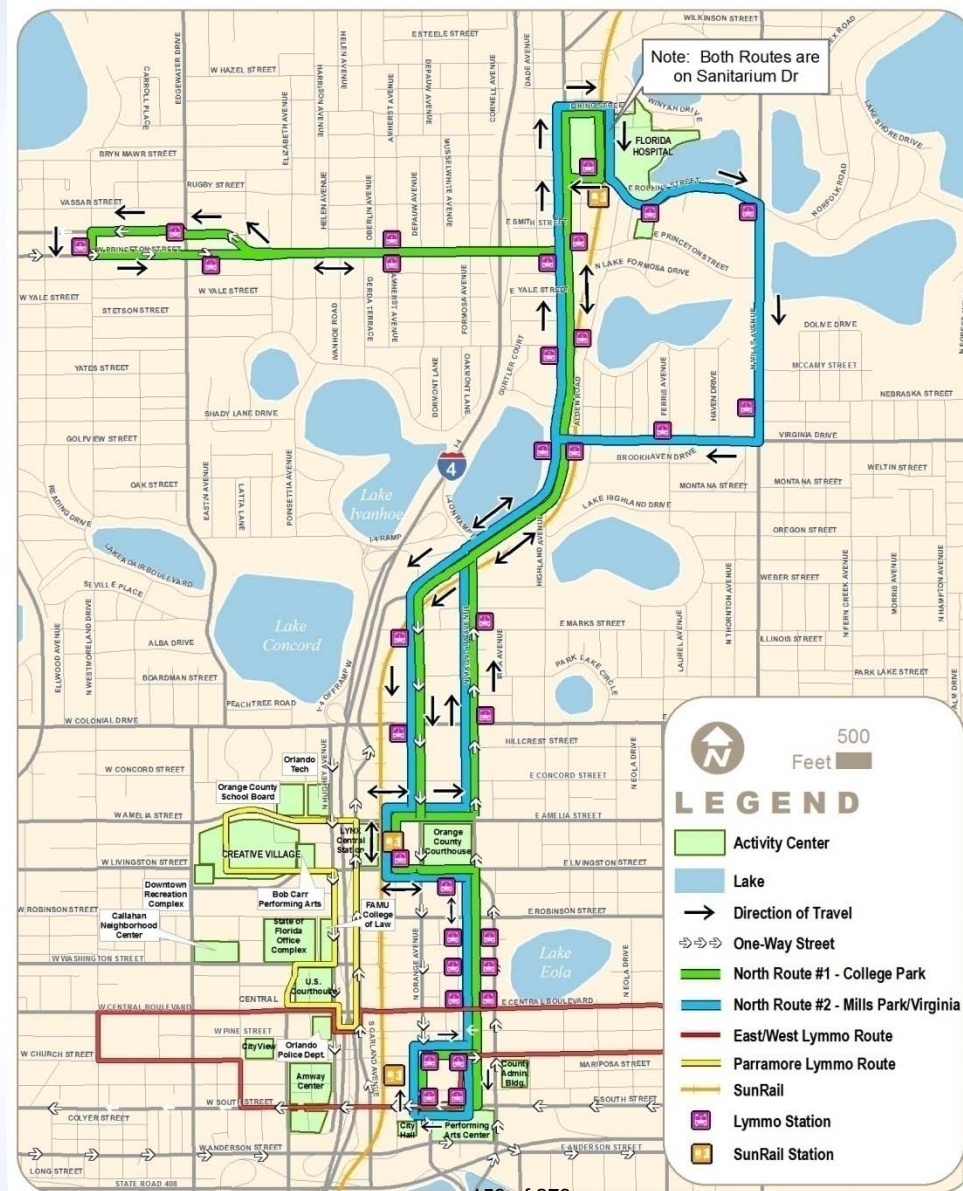
Draft North Corridor LPA

Public Comments

- The preferred alternative is the Florida Hospital / College Park / Mills Park / Virginia (1-Way) – 2 Routes



Recommended North Corridor LPA



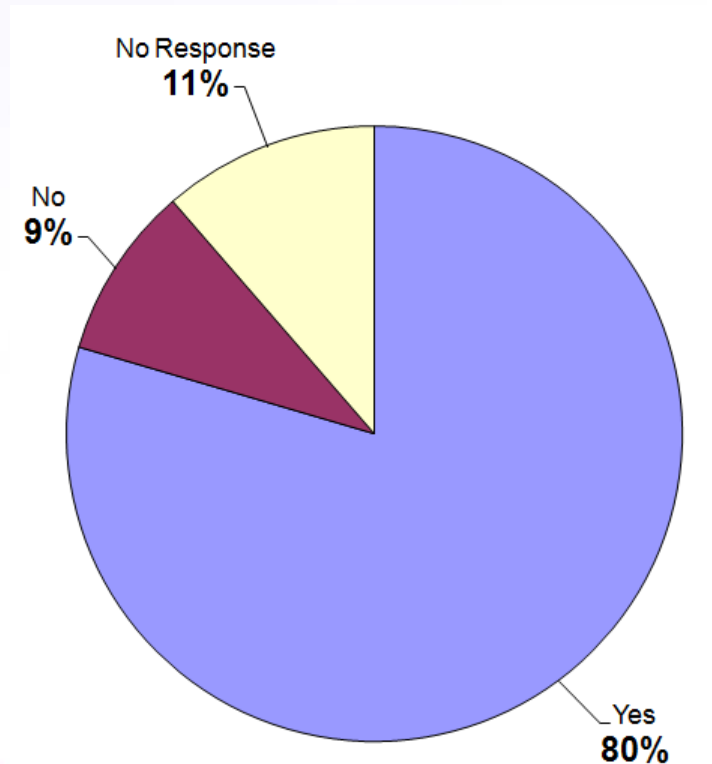
North Corridor LPA Characteristics

- Two routes (10.9 miles total)
- Extension to LYMMO
- 23 stations (including Florida Hospital and LYNX Central Station)
- 12 vehicles (including those serving existing LYMMO corridor)
- Signal priority at 10 intersections
- Potentially two miles of bus lanes
 - N. Orange Ave./Magnolia Ave.
 - N. Orange Ave./Magnolia Ave. to Virginia Dr.



Draft South Corridor LPA Public Comments

- The preferred alternative is Orange Ave. / Columbia St. / Sligh Blvd. / 2-Way on Orange Ave.



Recommended South Corridor LPA



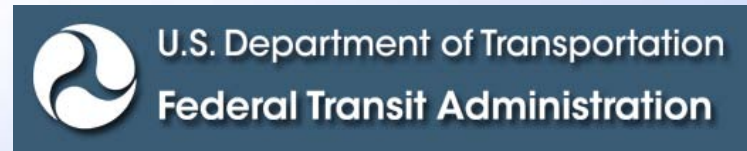
South Corridor LPA Characteristics

- One route (6.2 miles total)
- Connection to LYMMO
- 17 stations (including the Orlando Health/Amtrak SunRail Station)
- 5 vehicles
- Signal priority at five intersections
- New roadway – extension of Magnolia Ave. to northbound SR 408 ramp



Next Steps – Approval Process

- Orlando City Council
 - April 23, 2012 - Approved
- LYNX
 - May 24, 2012
- METROPLAN Orlando
 - June 13, 2012
 - Inclusion in 2030 Regional Transportation Plan
- Submit to the Federal Transit Administration
 - June 2012



Next Steps

- Next project steps:
 - Financial Feasibility Study
 - Capital
 - O&M
 - Environmental Impact Statement
 - Design
 - Engineering
 - Construction

- LPA approval allows for LYNX/City to apply for future Federal funding

Contact Information

Tony Walter

Director of Planning

LYNX

407.254.6009

twalter@golynx.com

Alan Danaher

Project Manager

Parsons Brinckerhoff

407.587.7835

danaher@pbworld.com

Ginger Corless

Public Outreach Coordinator

HHI Design

407.838.2559 (office)

407.616.5500 (cell)

gcorless@hhidesign.com

Action Agenda Item #7.B

To: LYNX Board of Directors

From: Rudolph Walter
DIRECTOR OF PLANNING
Jerry Bryan
(Technical Contact)

Phone: 407.841.2279 ext: 6009

Item Name: Authorization to Implement Bus Service Enhancements to Existing Links Experiencing Substantial Service Delays and Overload Issues

Date: 5/24/2012

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to implement the proposed enhancements to existing links experiencing significant service delays and overloads.

BACKGROUND:

Due to rapidly increasing ridership throughout the LYNX system over the past three years, a number of LYNX routes are experiencing issues with capacity constraints and/or issues with adhering to the published bus schedules. Overall ridership has increased over twenty percent since 2009, and many routes have exceeded this percentage with many as high as an 80% increase.

LYNX Service Planning staff conducted an analysis in April 2012 to identify the top ten routes experiencing capacity issues and the top ten routes experiencing on-time performance issues utilizing Automatic Passenger Counter (APC) data. This report is attached. A total of 16 routes are experiencing either capacity and/or running time constraints. The report also identifies solutions for each route, based on the unique characteristics for each. In some cases, routing alteration could resolve the issues, but in most cases, additional resources are required to address the identified issues.

PROPOSED NEW EXPANSION:

No new expansion of services; this addresses the integrity of existing services.

FISCAL IMPACT:

LYNX Board Agenda

LYNX staff is requesting a one-time use of LYNX reserves in the amount of \$1,638,384 to address the service delays and overload issues for the following routes:

Route	Estimated Annual Cost	Additional Number of Vehicles
Link 17	\$339,415	4
Link 26	\$230,274	2
Link 41	\$316,865	1
Links 55 & 56	\$751,830	3
Total	\$1,638,384	10

Links with Capacity and/or Running Time Issues

Analysis and Recommendations



LYNX Service Planning & Design

May 2012

Contents

- Overview 3
- Methodology..... 4
- On-Time Performance..... 5
- Capacity Analysis..... 8
- Route Recommendations 9
 - Link 4 9
 - Link 6 9
 - Link 17 10
 - Link 21 10
 - Link 26 11
 - Link 42 12
 - Link 55 12
 - Link 57 13
 - Link 104 13
 - Link 300 13
 - Link 301 13
 - Link 302 14
 - Link 304 14
 - Link 305 15
 - Link 443 15
- Operating Cost and Capital Summary..... 16
- Appendix A - Graphs of Routes With Capacity Issues..... 17
- Appendix B - Graphs of Routes With On-Time Performance Issues..... 36

Overview

The LYNX system has experienced significant ridership growth over the past three years. For 2011, fixed-route ridership showed an increase of nine percent over 2010, a fourteen percent increase over 2009, and a twenty percent increase over 2008. Over the same period there has not been a commensurate increase in the amount of service provided. The result is that a number of LYNX routes are experiencing crowded conditions during certain time periods. As well, on-time performance, based on the ridership increases, has declined overall and significantly on certain routes.

The purpose of this report is to identify these routes, describe their operating conditions, and to provide recommendations to address the capacity and/or running time issues identified.

Methodology

The following table depicts routes in the LYNX system that are ranked in the top 10 in terms of Load Factor and/or On-time performance, a total of 16 routes. The rankings for each route are provided. **Those routes in the top-10 of either load factor or on-time performance are bolded.**

Links 200, 204 and LYMMO have been removed from this analysis based on their unique operating characteristics.

Route Number	Load Factor Ranking	On Time Performance Ranking (Percent Late shown)
4	5th (0.49)	11 th (29%)
6	66 th (0.08)	3rd (37%)
17	6th (0.47)	60 th (6%)
21	26 th (0.32)	9th (29%)
26	4th (0.53)	49 th (14%)
41	9th (0.42)	29 th (21%)
42	37 th (0.26)	2nd (41%)
55	33 rd (0.28)	5th (36%)
57	19 th (0.35)	1st (44%)
104	10th (0.41)	6th (33%)
300	8th (0.42)	34 th (20%)
301	3rd (0.59)	7th (32%)
302	7th (0.45)	8th (30%)
304	2nd (0.65)	28 th (21%)
305	1st (1.02)	10th (29%)
443	45 th (0.22)	4th (37%)

On-Time Performance

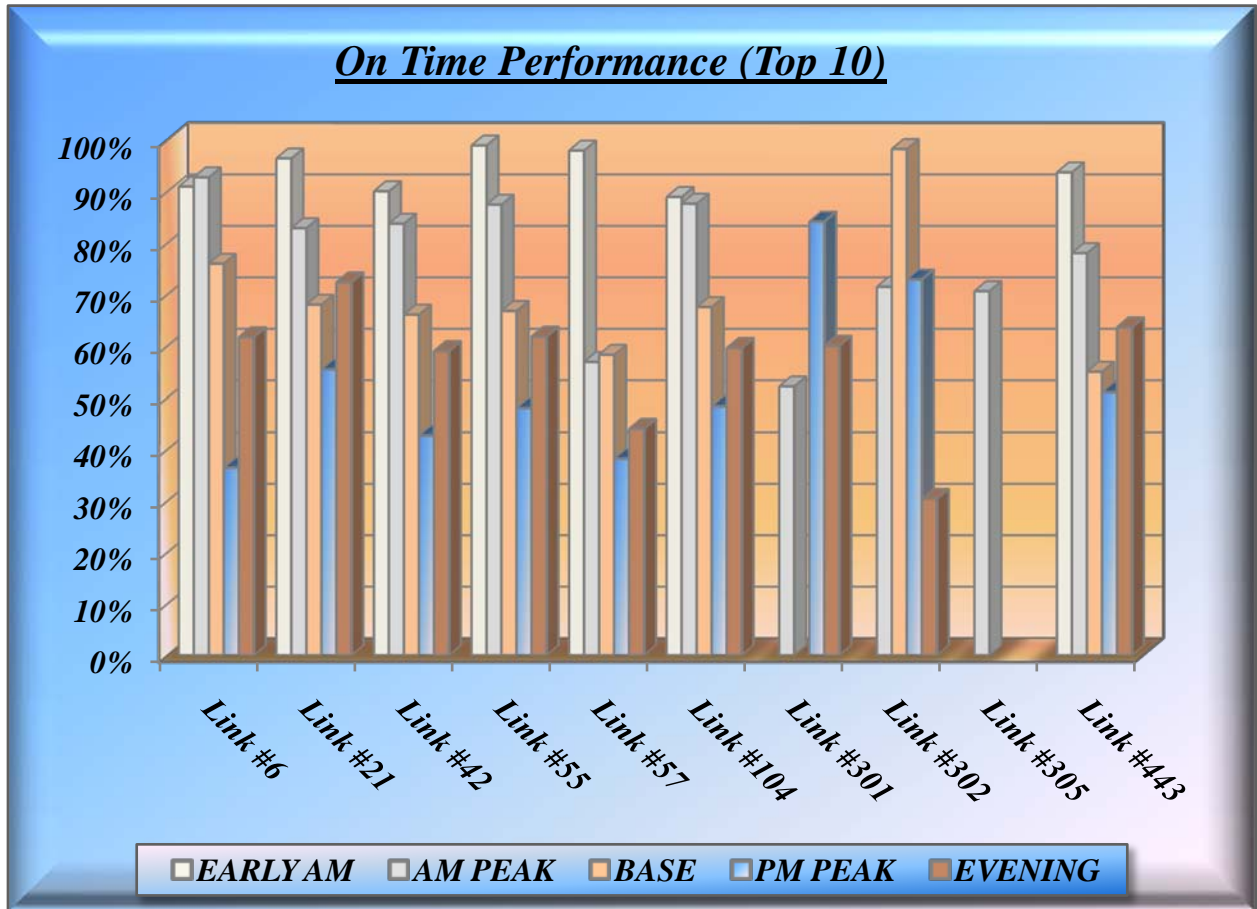
The following chart sorts LYNX routes based on late arrivals.

LYNX On Time Performance APC Data from December 5, 2011 Through April 2, 2012									
Top 10 Routes:									
ROUTE	EARLY		ON TIME		LATE		TOTAL	RANK	
57	791	20%	1432	36%	1747	44%	3970	100%	1
42	382	15%	1142	44%	1077	41%	2601	100%	2
6	64	5%	818	58%	527	37%	1409	100%	3
443	228	17%	593	45%	490	37%	1311	100%	4
55	1203	15%	3967	49%	2957	36%	8127	100%	5
104	321	12%	1471	55%	902	33%	2694	100%	6
301	23	21%	52	47%	36	32%	111	100%	7
302	70	22%	154	48%	96	30%	320	100%	8
21	1201	18%	3482	52%	1954	29%	6637	100%	9
305	0	0%	12	71%	5	29%	17	100%	10

Remaining Routes:									
4	1698	26%	2951	45%	1904	29%	6553	100%	11
38	192	27%	314	44%	203	29%	709	100%	12
434	230	14%	974	58%	473	28%	1677	100%	13
8	1263	19%	3536	53%	1872	28%	6671	100%	14
13	242	11%	1319	62%	578	27%	2139	100%	15
56	1597	19%	4575	55%	2182	26%	8354	100%	16
44	580	31%	843	45%	457	24%	1880	100%	17
125	2102	19%	6539	58%	2700	24%	11341	100%	18
49	1091	19%	3243	57%	1314	23%	5648	100%	19
54	91	15%	387	62%	144	23%	622	100%	20
306	11	31%	16	46%	8	23%	35	100%	21
1	177	11%	1083	66%	372	23%	1632	100%	22
11	1401	24%	3028	53%	1298	23%	5727	100%	23
40	675	19%	2045	59%	761	22%	3481	100%	24
304	66	28%	121	51%	52	22%	239	100%	25
41	1036	31%	1609	48%	734	22%	3379	100%	26
46E	465	14%	2232	65%	745	22%	3442	100%	27
45	157	15%	680	64%	224	21%	1061	100%	28

48	352	27%	682	52%	275	21%	1309	100%	29
24	565	16%	2181	63%	713	21%	3459	100%	30
300	8	18%	28	62%	9	20%	45	100%	31
426	22	13%	117	68%	33	19%	172	100%	32
23	409	15%	1785	66%	510	19%	2704	100%	33
15	544	23%	1409	59%	439	18%	2392	100%	34
25	751	23%	1929	59%	594	18%	3274	100%	35
441	200	25%	467	57%	146	18%	813	100%	36
9	493	20%	1590	63%	442	18%	2525	100%	37
37	1227	39%	1396	44%	525	17%	3148	100%	38
7	232	19%	797	65%	196	16%	1225	100%	30
36	1083	20%	3406	64%	837	16%	5326	100%	40
102	2388	26%	5360	58%	1424	16%	9172	100%	41
14	129	23%	338	61%	85	15%	552	100%	42
18	2419	29%	4685	56%	1279	15%	8383	100%	43
51	251	17%	1044	69%	224	15%	1519	100%	44
111	641	36%	880	49%	262	15%	1783	100%	45
26	804	18%	2961	67%	647	15%	4412	100%	46
105	1730	20%	5867	67%	1225	14%	8822	100%	47
20	219	30%	406	56%	100	14%	725	100%	48
303	13	21%	42	67%	8	13%	63	100%	49
10	2640	33%	4456	55%	1017	13%	8113	100%	50
50	893	35%	1352	53%	318	12%	2563	100%	51
3	475	21%	1494	66%	278	12%	2247	100%	52
29	746	21%	2371	68%	393	11%	3510	100%	53
28	885	23%	2613	67%	392	10%	3890	100%	54
1792	187	35%	292	55%	53	10%	532	100%	55
313	407	24%	1136	67%	163	10%	1706	100%	56
17	721	30%	1541	63%	165	7%	2427	100%	67
34	258	29%	582	65%	60	7%	900	100%	58
103	2623	31%	5219	62%	549	7%	8391	100%	59
319	795	33%	1468	61%	138	6%	2401	100%	60
211	131	34%	232	60%	21	5%	384	100%	61
46W	1313	37%	2092	59%	134	4%	3539	100%	62
405	401	30%	873	66%	45	3%	1319	100%	63
210	112	57%	81	41%	5	3%	198	100%	64
58	443	24%	1365	74%	45	2%	1853	100%	65

The following chart shows the on-time performance of the top-10 LYNX routes throughout the service day.



Analysis: In virtually every route, the on-time performance degrades as the operation day does on. AM Peak on-time performance is generally higher than PM Peak on-time performance.

Capacity Analysis

The following lists LYNX routes ranked by Load Factor. Load factor is calculated as a percentage of passenger miles to available seat miles.

Top 10 Routes			
DOW	ROUTE	LOAD FACTOR	LOAD FACTOR RANK
WKD	305	1.027	1
WKD	304	.658	2
WKD	301	.595	3
WKD	26	.534	4
WKD	4	.497	5
WKD	17	.480	6
WKD	302	.454	7
WKD	300	.425	8
WKD	41	.421	9
WKD	104	.419	10

Remaining Routes			
DOW	ROUTE	LOAD FACTOR	LOAD FACTOR RANK
WKD	18	.403	11
WKD	37	.396	12
WKD	50	.389	13
WKD	303	.388	14
WKD	8	.374	15
WKD	48	.370	16
WKD	102	.362	17
WKD	441	.354	18
WKD	57	.352	19
WKD	426	.351	20
WKD	38	.350	21
WKD	7	.340	22
WKD	49	.336	23
WKD	51	.336	24
WKD	40	.332	25
WKD	21	.330	26
WKD	105	.320	27
WKD	10	.304	28
WKD	56	.303	29
WKD	15	.299	30
WKD	306	.294	31

WKD	13	.290	32
WKD	55	.286	33
WKD	3	.285	34
WKD	28	.278	35
WKD	200	.267	36
WKD	42	.263	37
WKD	29	.263	38
WKD	20	.253	39
WKD	125	.244	40
WKD	204	.238	41
WKD	103	.235	42
WKD	111	.235	43
WKD	25	.221	44
WKD	443	.220	45
WKD	461	.209	46
WKD	54	.207	47
WKD	319	.207	48
WKD	9	.205	49
WKD	11	.196	50
WKD	44	.195	51
WKD	1792	.174	52
WKD	36	.171	53
WKD	31	.171	54
WKD	1	.167	55
WKD	313	.157	56
WKD	23	.155	57
WKD	434	.149	58
WKD	24	.147	59
WKD	45	.126	60
WKD	210	.126	61
WKD	211	.117	62
WKD	405	.112	63
WKD	460	.109	64
WKD	34	.098	65
WKD	6	.089	66
WKD	58	.069	67
WKD	14	.054	68

Route Recommendations

This section describes recommended solutions for each of the 16 routes exhibiting capacity and/or on-time performance issues.

Link 4

Load Factor Rank: 5th

On-time Rank: 11th

Issue: In August 2011, midday trips were removed from Link 4 in order to fund the FastLink 441 service. The result is 30-minute service along a major corridor – U.S. 441/Orange Blossom Trail. As ridership has increased, coupled with the removal of these trips, capacity issues have arisen.

Proposal: Reinstate the midday trips for this route.

Adding back the midday trips removed to fund the FastLink service:	
15.65 x 255 days x \$55.46=	\$ 221,327.99 annual cost

Affected Counties: Orange, Osceola

Link 6

Load Factor Rank: Not top 10

On-time Rank: 3rd

Link 6 is a lightly-used route in the LYNX system, with ridership in the bottom quartile. Its issue is on-time performance in the PM Peak, where it is on time less than 40%. This is due to traffic volumes on Lake Underhill Road and Semoran Boulevard. This route is on a 60-minute frequency utilizing only one bus. Therefore, adding running time in the PM Peak would cause this route to operate at headways greater than 60 minutes. Adding a bus in the PM peak would be overshooting the problem, resulting in a route with very long running times and significant layover. Therefore, either a bus is added to this route or routing adjustments are done. Given its low ridership, it is not recommended adding a bus.

Recommendation: Pursue routing realignments which would keep the route away from bottleneck intersections in the PM peak.

Affected Counties: Orange

Link 17

Load Factor Rank: 6th

On-time Rank: Not top 10

Issue: Capacity issues during peak periods

Proposal: An articulated bus has been placed on one of the Link 17 blocks, which has addressed the capacity issues with this block. However, there are four blocks on Link 17. Ridership spikes in the morning and afternoon peak periods. Until sufficient articulated vehicles are purchased, 15 minute peak service is proposed.

	Current Hours	Proposed Hours
Link 17 Weekdays	69.15	93.15
Annual Hours	17,633.25	23,753.25
FY12 Hourly Rate	55.46	55.46
Annual Cost	977,940.05	1,317,355.25
Increase		339,415.20

Affected Counties: Orange

Link 21

Load Factor Rank: Not top 10

On-time Rank: 9th

Link 21 shows degradation in on-time performance as the operating day goes on. It operates at over 90% on-time in the AM peak but under 60% in the PM peak. It is recommended to analyze the causes of this difference, as the AM and PM running times are identical. Given that, it is not recommended to add a bus to this route, but rather to adjust the running time between certain time points to increase the overall on-time performance.

Affected Counties: Orange

Link 26

Load Factor Rank: 4th

On-time Rank: Not top 10

Issue: At 60-minute service, and being the only service between Poinciana and Kissimmee, Link 26 experiences capacity issues, specifically during the peak periods.

Proposal: Operate Link 26 at 30-minute service during the morning and afternoon peak periods.

	Current Hours	Proposed Hours
Link 26 Weekdays	25.27	41.55
Link 26 Saturdays	25.23	25.23
Annual Hours	7,755.13	11,907.21
FY12 Hourly Rate	\$ 55.46	\$ 55.46
Annual Cost	\$ 430,099.51	\$ 660,373.87
Increase		\$ 230,274.36

Affected Counties: Osceola

Link 41

Load Factor Rank: 9th

On-time Rank: Not top 10

Issue: In December 2011 Link 41 was moved from 30-minute to 35-minute frequency in order to address running time concerns. While this move should have addressed those concerns, it removed 9 trips per day from service, which is causing capacity issues throughout the day, the increased capacity on each trip has negated any running time improvements .

Proposal: Return to 30-minute service thereby reinstating the 9 removed trips, but keeping the same amount of running time as current. This would add one bus to the route. To operate on a 30-minute frequency would add one bus @ an additional 18.55 platform hours per day:

18.55 hrs/day x 308 days x \$55.46 =	\$ 316,865.16 annual cost
---	----------------------------------

Affected Counties: Orange, Seminole

Link 42

Load Factor Rank: Not Top 10

On-time Rank: 2nd

Link 42 was shortened in December 2011. Its western terminus was the Premium Outlet Mall, which was shortened to Destination Parkway. Due to the relative newness of this change, it is recommended to continue monitoring this route to determine where the specific issues may be. No changes recommended at this time.

Affected Counties: Orange

Link 55 and Link 56

Load Factor Rank: Not Top 10

On-time Rank: 5th

Link 55 is often addressed in tandem with Link 56, since both serve the heavily-used US 192 corridor in Osceola County. Below is the proposal to address both routes. In each case, significant running time added to each route – from 44 minutes per trip to 60 minutes per trip. As well, 15 minutes of recovery time at each end of the route is provided to assure schedule adherence.

	Current Hours	Proposed Hours
Link 55 Weekdays	57.33	78.75
Link 56 Weekdays	65.28	87.92
Link 55 Saturdays	57.83	78.75
Link 56 Saturdays	64.17	87.92
Link 55 Sundays	60.10	60.10
Link 56 Sundays	69.83	69.83
Annual Hours 55	21,113.13	27,662.05
Annual Hours 56	24,034.25	31,041.58
Total	45,147.38	58,703.63
FY12 Hourly Rate	\$ 55.46	\$ 55.46
Annual Cost	\$ 2,503,873.69	\$ 3,255,703.32
Increase		\$ 751,829.63

Affected Counties: Orange, Osceola, Lake

Link 57

Load Factor Rank: Not Top 10

On-time Rank: 1st

Link 57 has the lowest on-time performance in the system. This is primarily due to its length and the corridor it serves, John Young Parkway, which is a main arterial from Orlando to Kissimmee. Link 57 has a 60-minute headway with two buses assigned to it. Therefore the round-trip; cycle time; is 120 minutes. By adding one bus to this route, the cycle time can be increased to 180 minutes which would provide an additional 15 minutes of running time in each direction. Annual cost of an additional bus:

16.94 hrs/day x 307 days x \$55.46 =	\$ 288,424.17 annual cost
---	----------------------------------

Affected Counties: Orange, Osceola

Link 104

Load Factor Rank: 10th

On-time Rank: 6th

Link 104 is the eastern half of the old Link 30, with Link 105 being the western half. Link 30 had 9 vehicles assigned to it, so when the route was split, and in order to remain cost neutral, one route was assigned 5 vehicles (Link 105) and one was assigned 4 (Link 104). As a result, running time issues with Link 104 have surfaced, along with capacity issues. It is recommended adding a bus to Link 104 to address both, Monday through Saturday.

19.15 hrs/day x 307 days x \$55.46 =	\$ 326,052.11 annual cost
---	----------------------------------

Affected Counties: Orange

Link 300

Load Factor Rank: 8th

On-time Rank: Not Top 10

Issue: Link 300, like most of the 3D routes (Links 300 through 306) experience overloads due to these routes being a single trip with one bus. Based on load factor rank of the Link 300, the data suggests an articulated vehicle could handle the ridership.

Affected Counties: Orange

Link 301

Load Factor Rank: 3rd

On-time Rank: 7th

Issue: Link 301 is averaging about 75 boardings on its trip towards Disney in the morning. It is recommended an additional bus be added on this route. Additionally, the on-time performance indicates the need for time to be added to this trip. This proposal adds ten minutes on the morning trips:

7.18 hrs/day x 365 days x \$55.46 =	\$ 145,344.02 annual cost
--	----------------------------------

Affected Counties: Orange

Link 302

Load Factor Rank: 7th

On-time Rank: 8th

Issue: Similar to Link 301, this route requires an additional trip/bus, plus 10 more minutes of running time in each direction.

7.62 hrs/day x 365 days x \$55.46 =	\$ 154,250.90 annual cost
--	----------------------------------

Affected Counties: Orange

Link 304

Load Factor Rank: 2nd

On-time Rank: Not Top 10

Link 304, being ranked the 2nd highest route in the system in terms of capacity, requires an additional trip/bus. Running times do not need adjusted.

6.57 hrs/day x 365 days x \$55.46 =	\$ 132,995.85 annual cost
--	----------------------------------

Affected Counties: Orange

Link 305

Load Factor Rank: 1st

On-time Rank: 10th

Link 305 is the highest-ranked route in the system in terms of capacity. This route is only one trip in the morning towards Disney. There is no afternoon return trip. Add one bus to the morning trip.

7.18 hrs/day x 365 days x \$55.46 =	\$ 145,344.02 annual cost
--	----------------------------------

Affected Counties: Orange

Link 443

Load Factor Rank: Not Top 10

On-time Rank: 4th

Issue: On-time performance

Possible Solutions; Shorten the route by terminating at Webster/Denning or Rosemont Super Stop. This would force transfers and possibly have Title VI implications. To avoid this, and to keep the routing intact, a bus would have to be added to the existing service.

Proposal: Add a bus to the route to increase the available running time..

15.63 hrs/day x 365 days x \$55.56 =	\$ 316,396.53 annual cost
---	----------------------------------

Affected Counties: Orange

Operating Cost and Capital Summary

	Estimated Annual Cost	Additional Number of Vehicles
Link 4	\$ 221,327.99	3
Link 17	\$ 339,415.20	4
Link 26	\$ 230,274.36	2
Link 41	\$ 316,865.16	1
Link 55 & 56	\$ 751,829.63	3
Link 57	\$ 288,424.17	1
Link 104	\$ 326,052.11	1
Link 301	\$ 145,344.02	1
Link 302	\$ 154,250.09	1
Link 304	\$ 132,995.85	1
Link 305	\$ 145,344.02	1
Link 443	\$ 316,396.53	1
Total	\$ 3,368,519.13	20

Note: Costs based on the FY 2012 hourly rate of \$55.46 used for service to funding partners.

Links 6, 21, 42 & 300 do not require additional cost or capital.

Capital

As indicated, addressing these routes would add as many as 20 additional buses into service. Current LYNX fleet is approximately 270 buses – 225 in peak service plus a 20% spare ratio of 45 buses. Adding 20 buses into service would significantly reduce the spare ratio. Ultimately, additional vehicles would have to be purchased.

225 current peak vehicles plus 20 additional = 245 peak vehicles

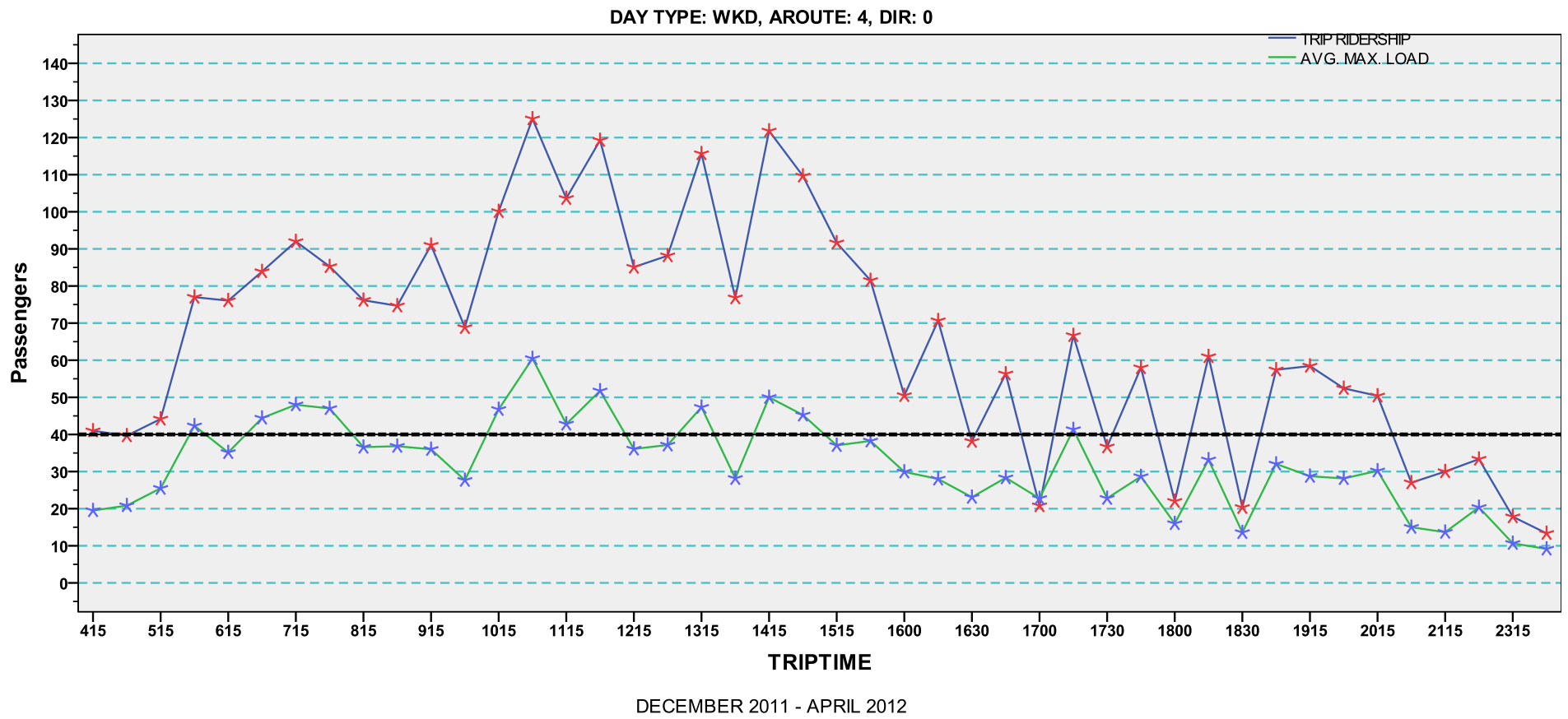
245 x 20% spare ratio = 49 spare vehicles

245 + 49 = **294 total vehicles required, an increase of 24 vehicles over current fleet**

Appendix A - Graphs of Routes With Capacity Issues

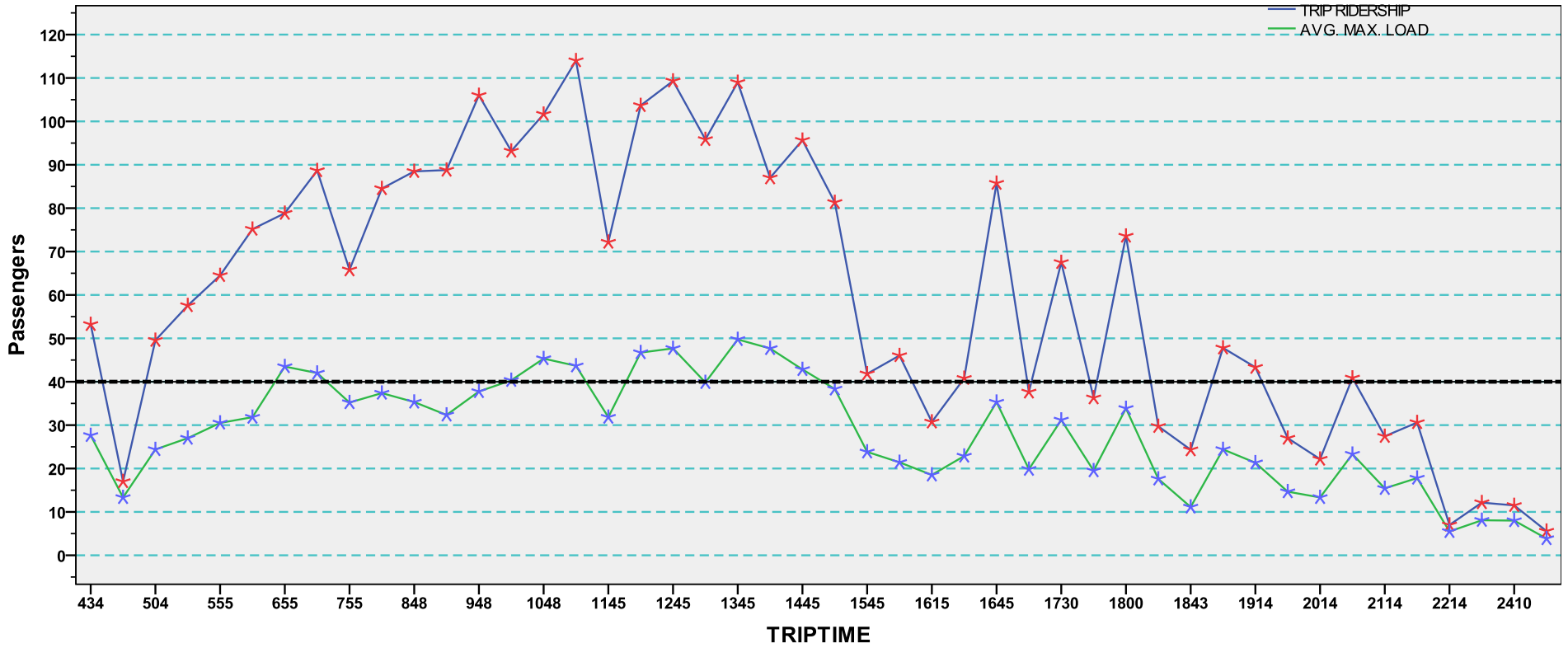
Link 4 Outbound

TRIP RIDERSHIP-MAXLOAD PLOT



TRIP RIDERSHIP-MAXLOAD PLOT

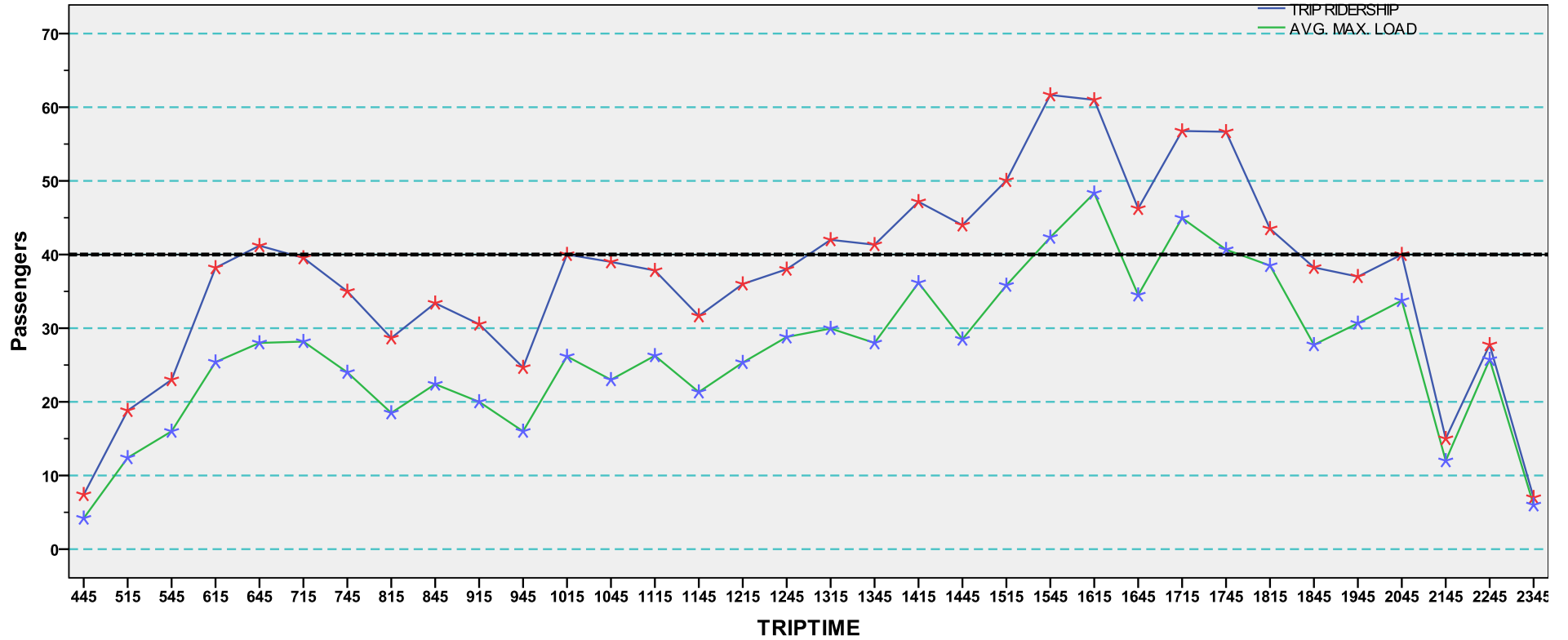
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DECEMBER 2011 - APRIL 2012

TRIP RIDERSHIP-MAXLOAD PLOT

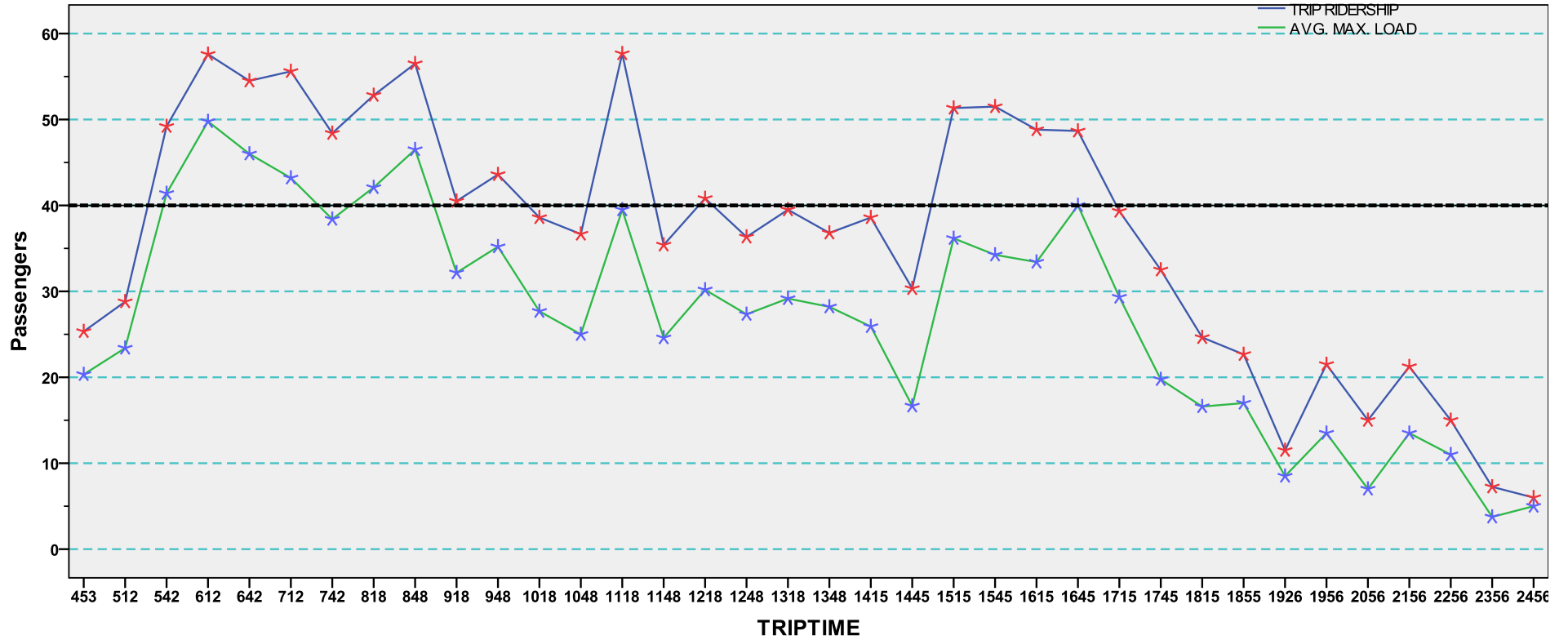
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DECEMBER 2011 - APRIL 2012

TRIP RIDERSHIP-MAXLOAD PLOT

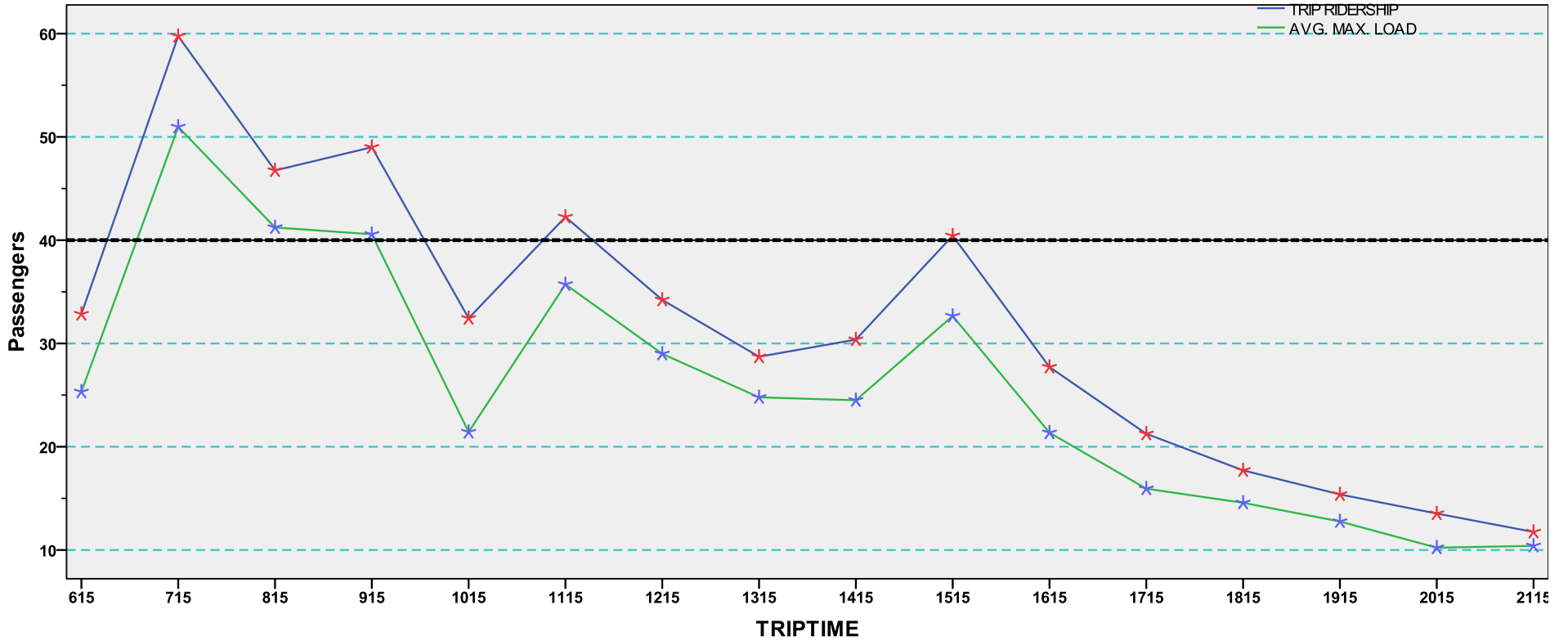
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DECEMBER 2011 - APRIL 2012

TRIP RIDERSHIP-MAXLOAD PLOT

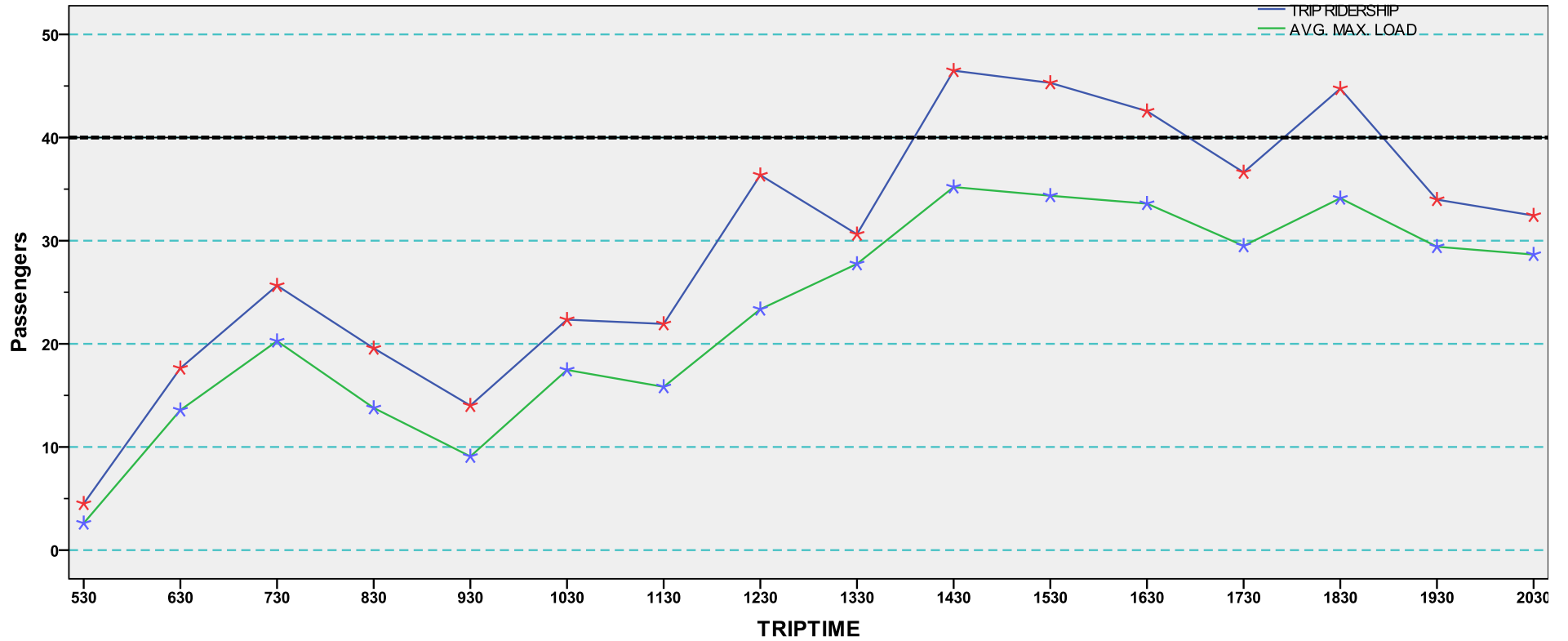
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DECEMBER 2011 - APRIL 2012

TRIP RIDERSHIP-MAXLOAD PLOT

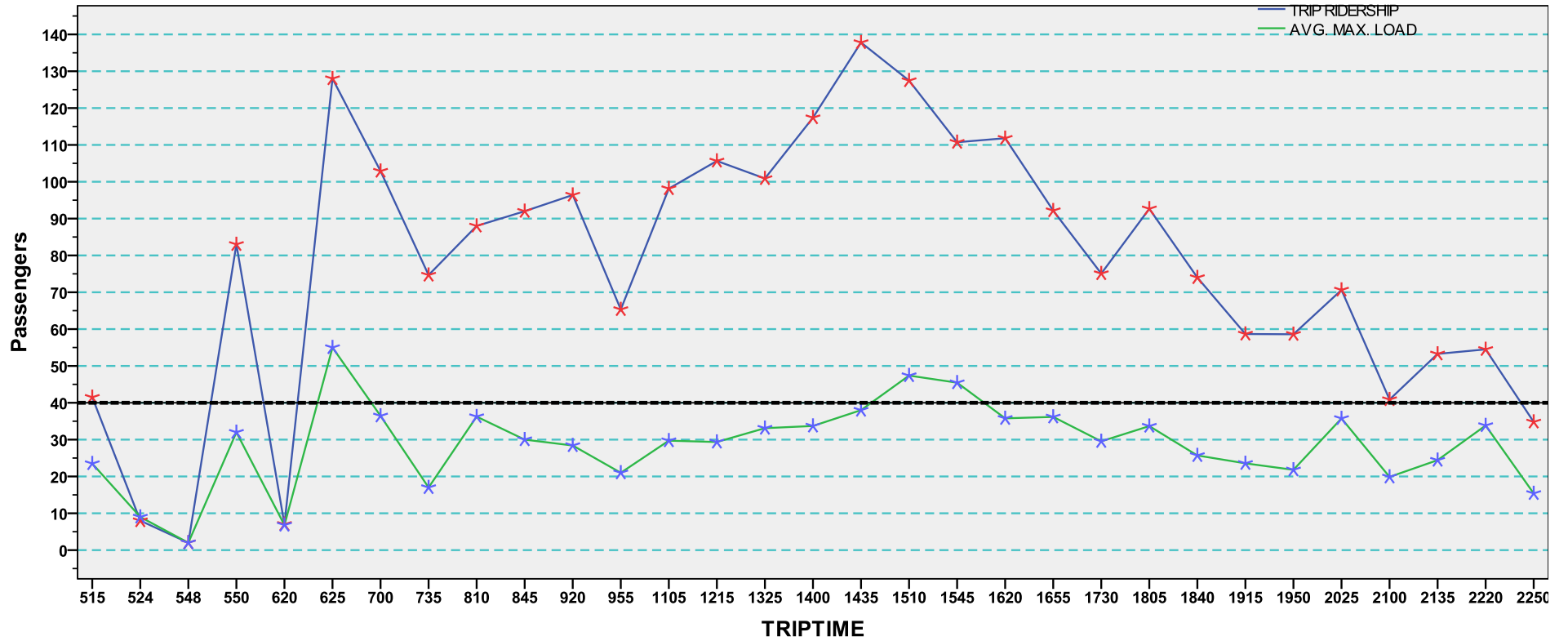
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DECEMBER 2011 - APRIL 2012

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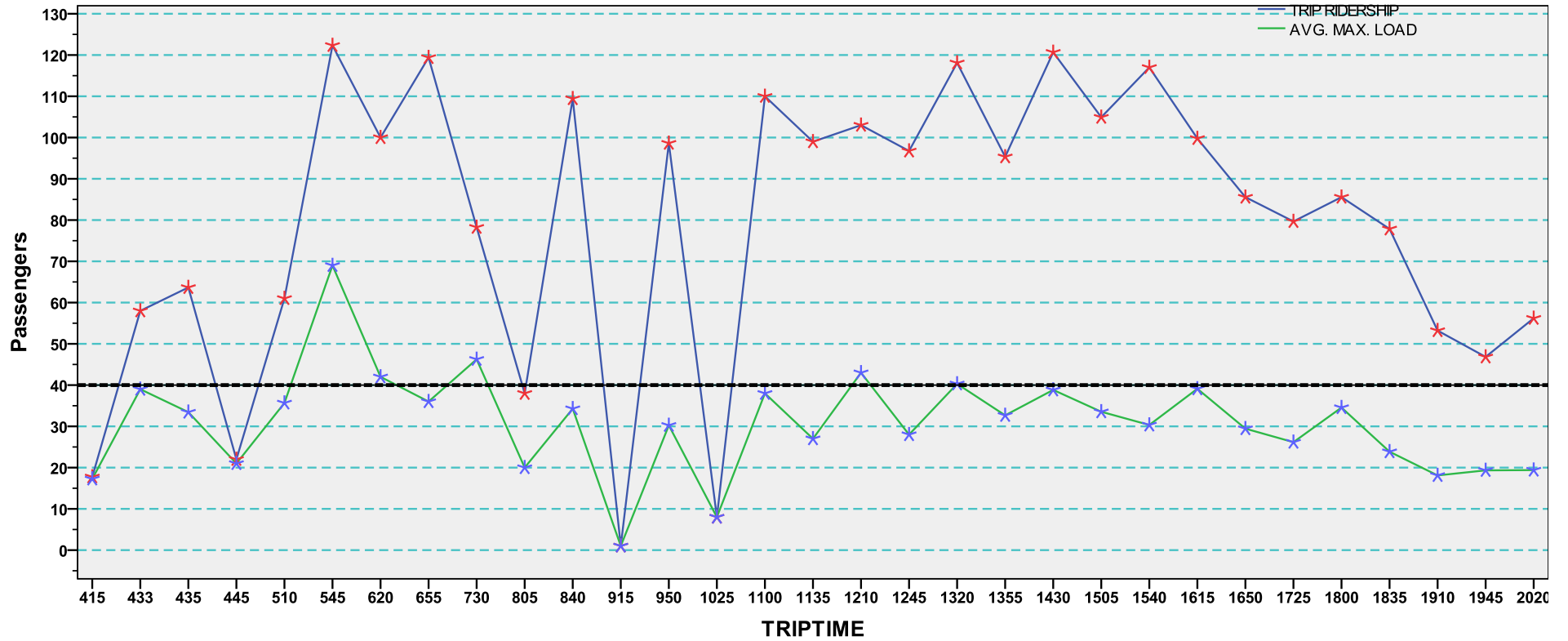
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DECEMBER 2011 - APRIL 2012

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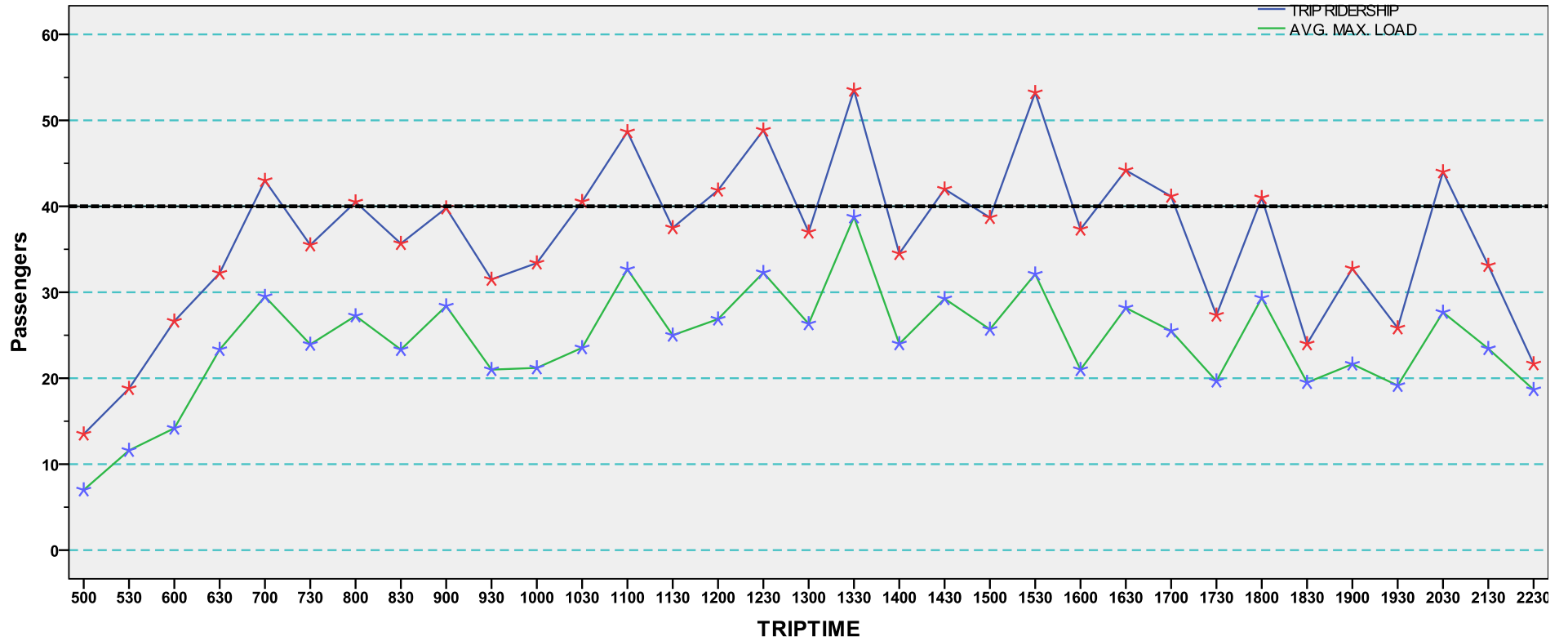
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DECEMBER 2011 - APRIL 2012

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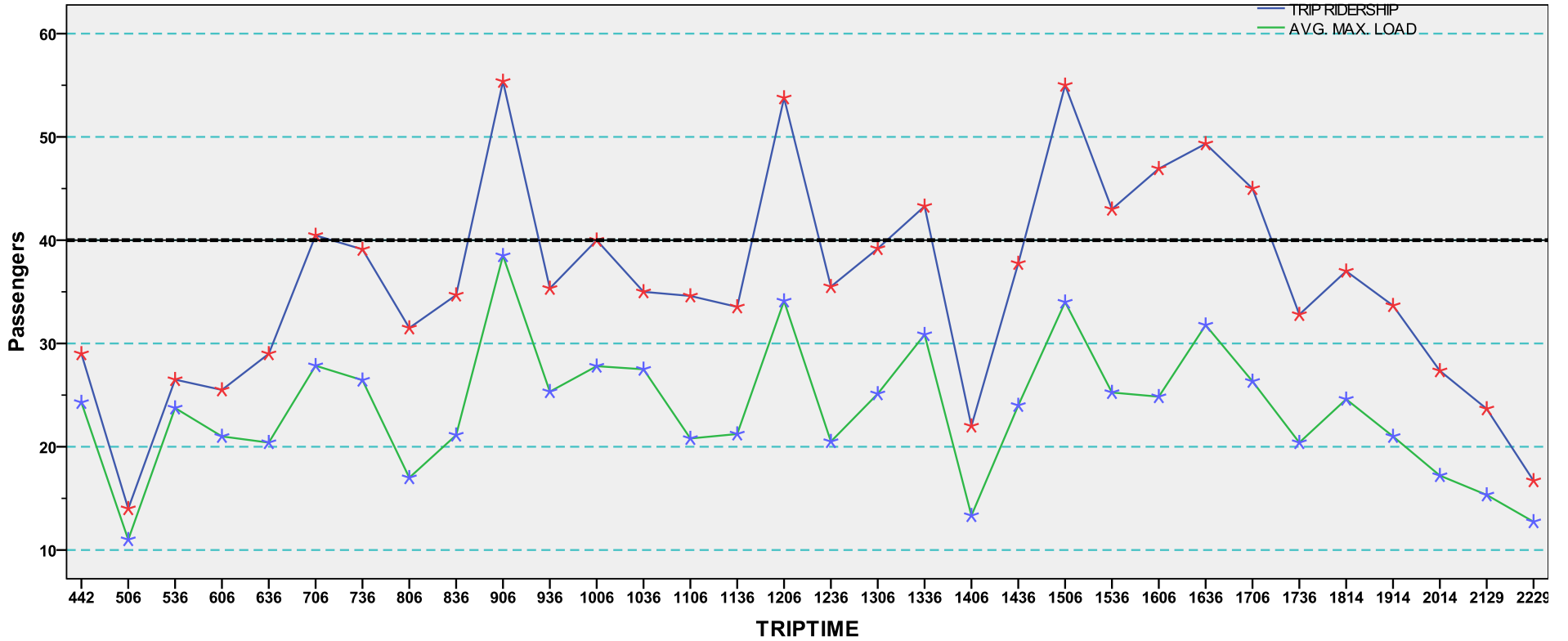
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DECEMBER 2011 - APRIL 2012

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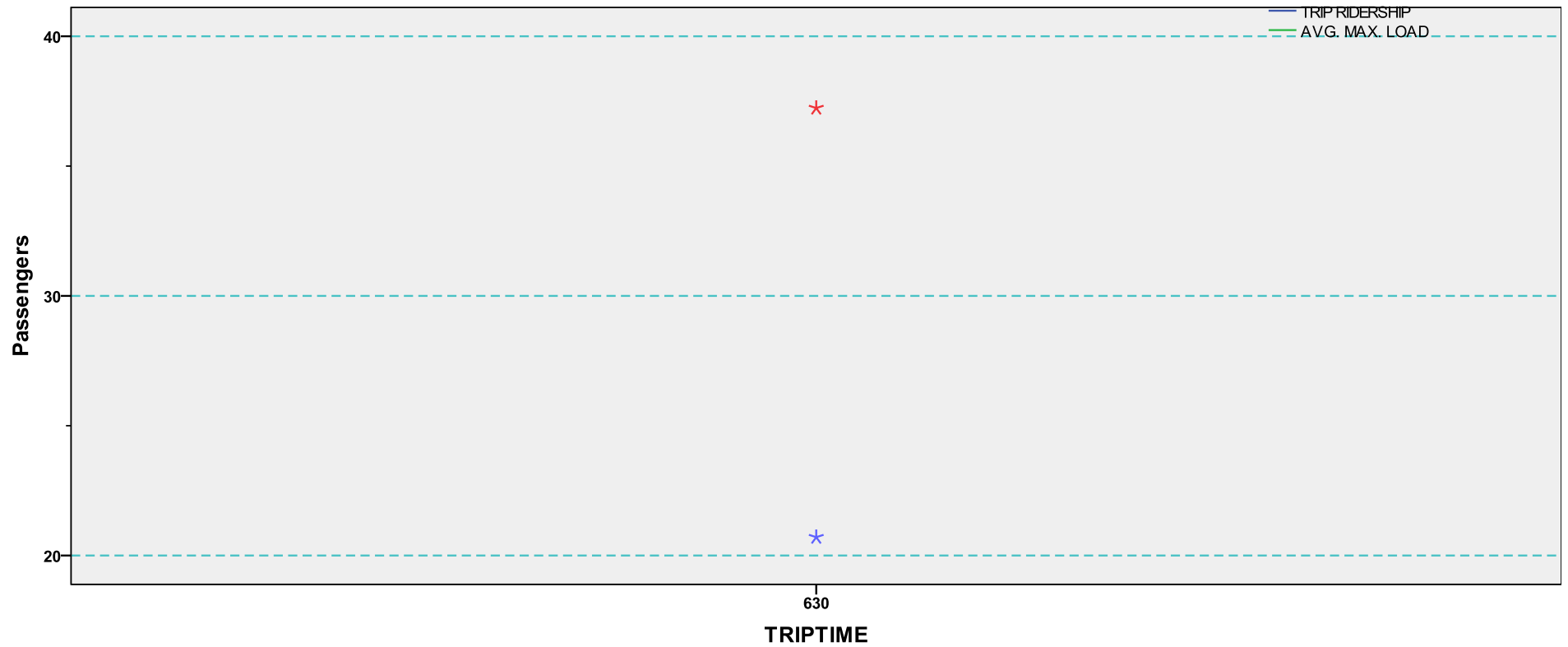
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DECEMBER 2011 - APRIL 2012

TRIP RIDERSHIP-MAXLOAD PLOT

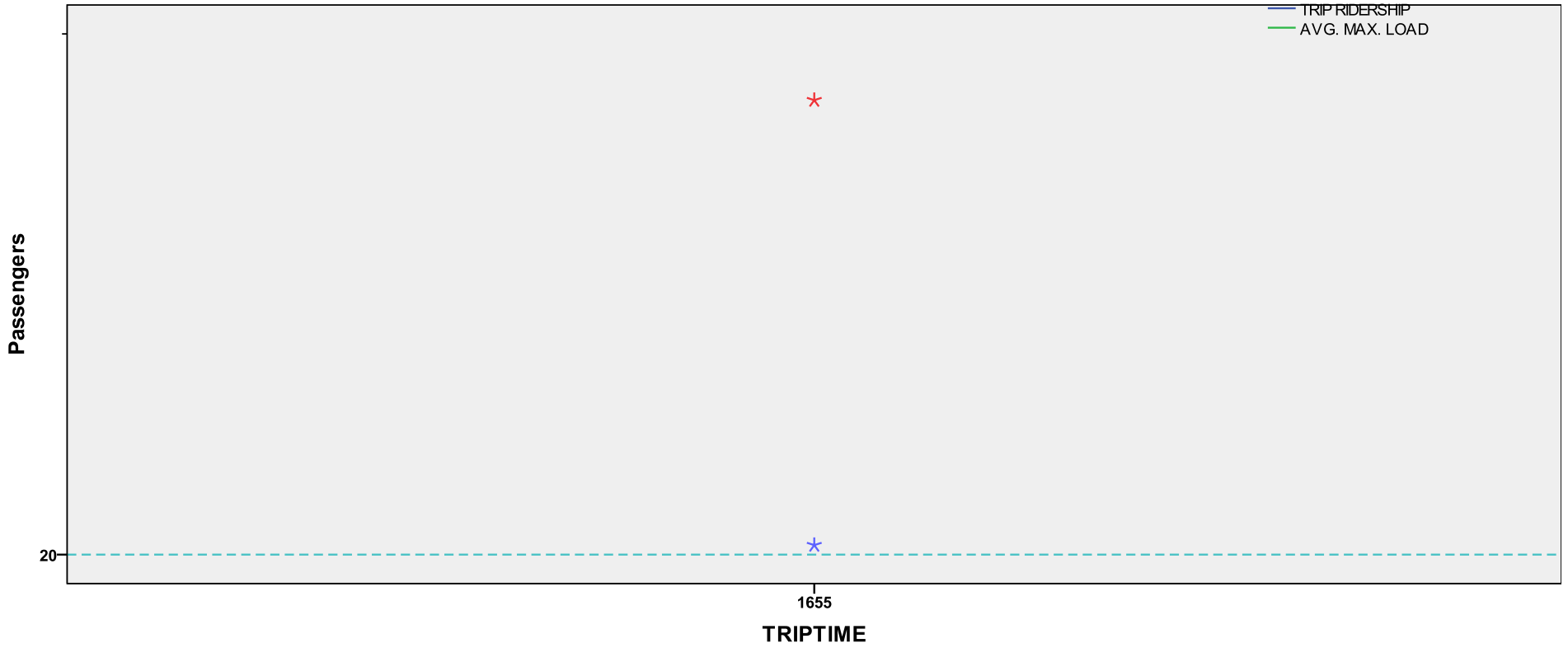
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DECEMBER 2011 - APRIL 2012

TRIP RIDERSHIP-MAXLOAD PLOT

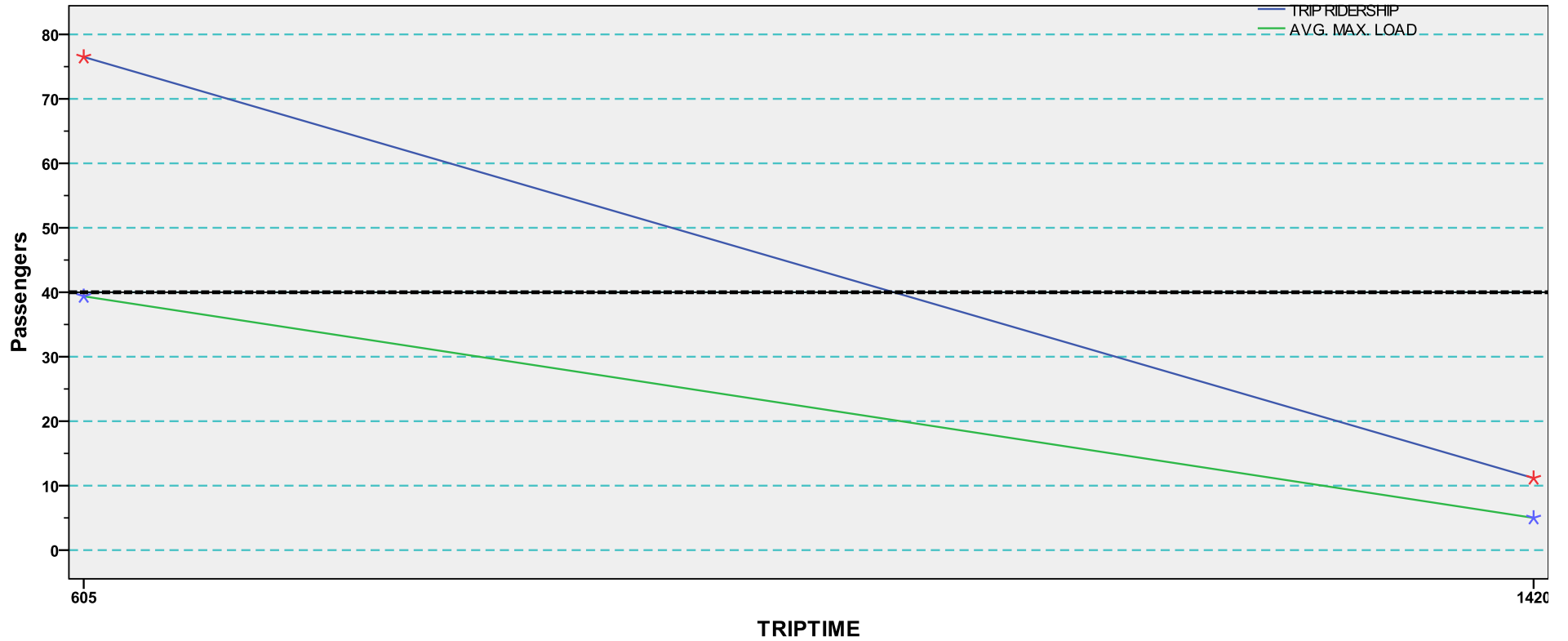
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DECEMBER 2011 - APRIL 2012

TRIP RIDERSHIP-MAXLOAD PLOT

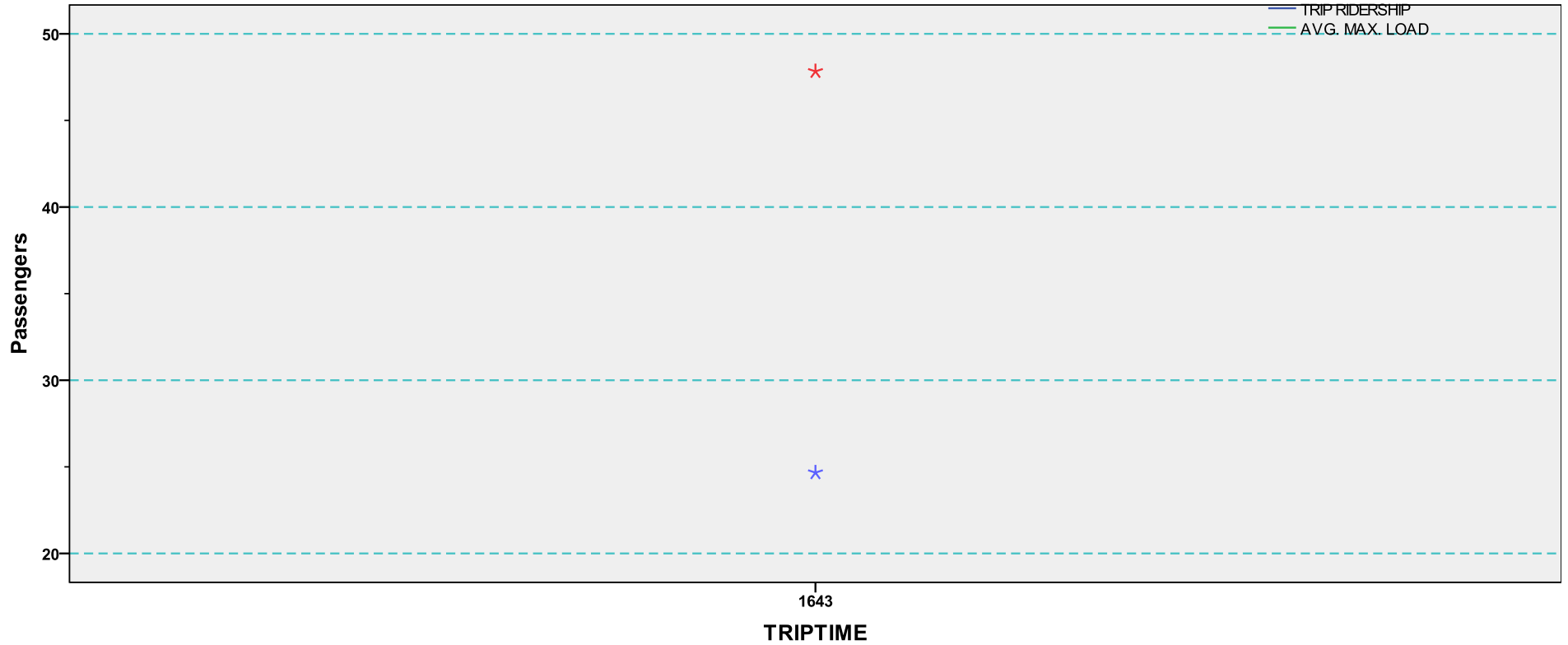
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DECEMBER 2011 - APRIL 2012

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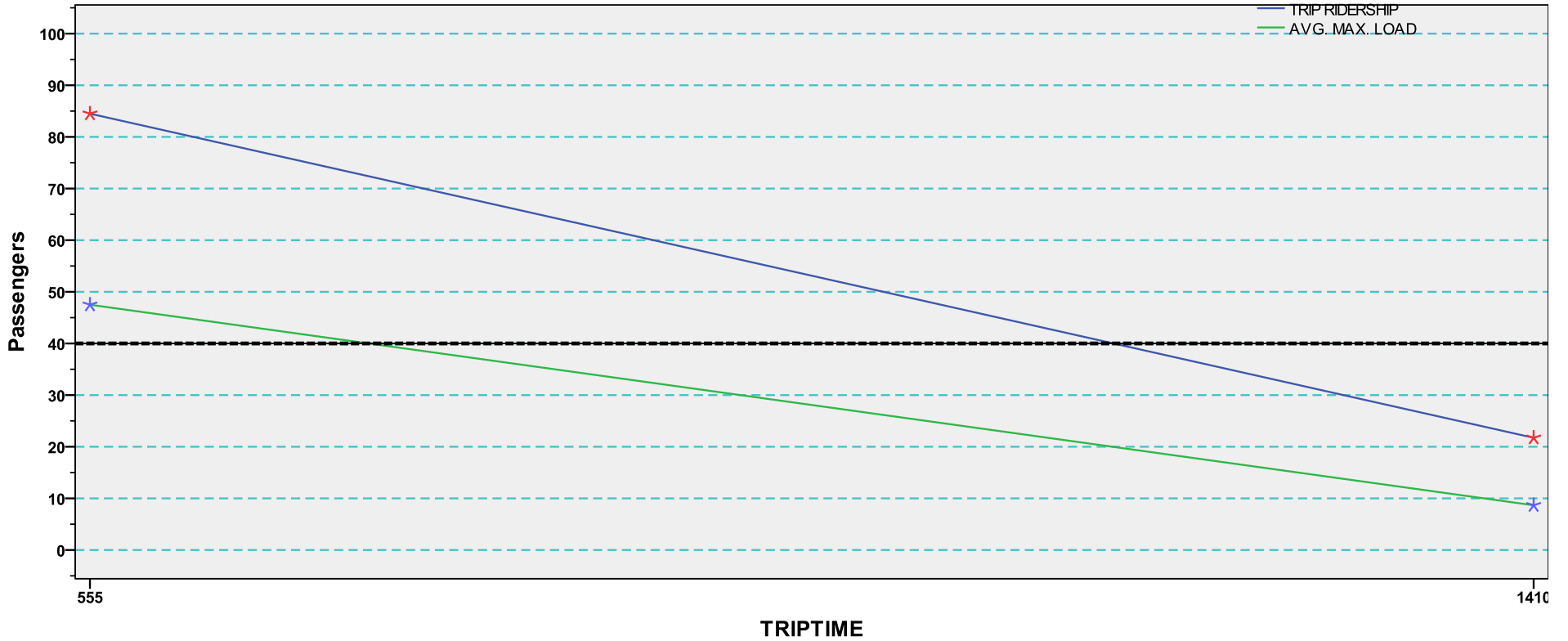
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DECEMBER 2011 - APRIL 2012

TRIP RIDERSHIP-MAXLOAD PLOT

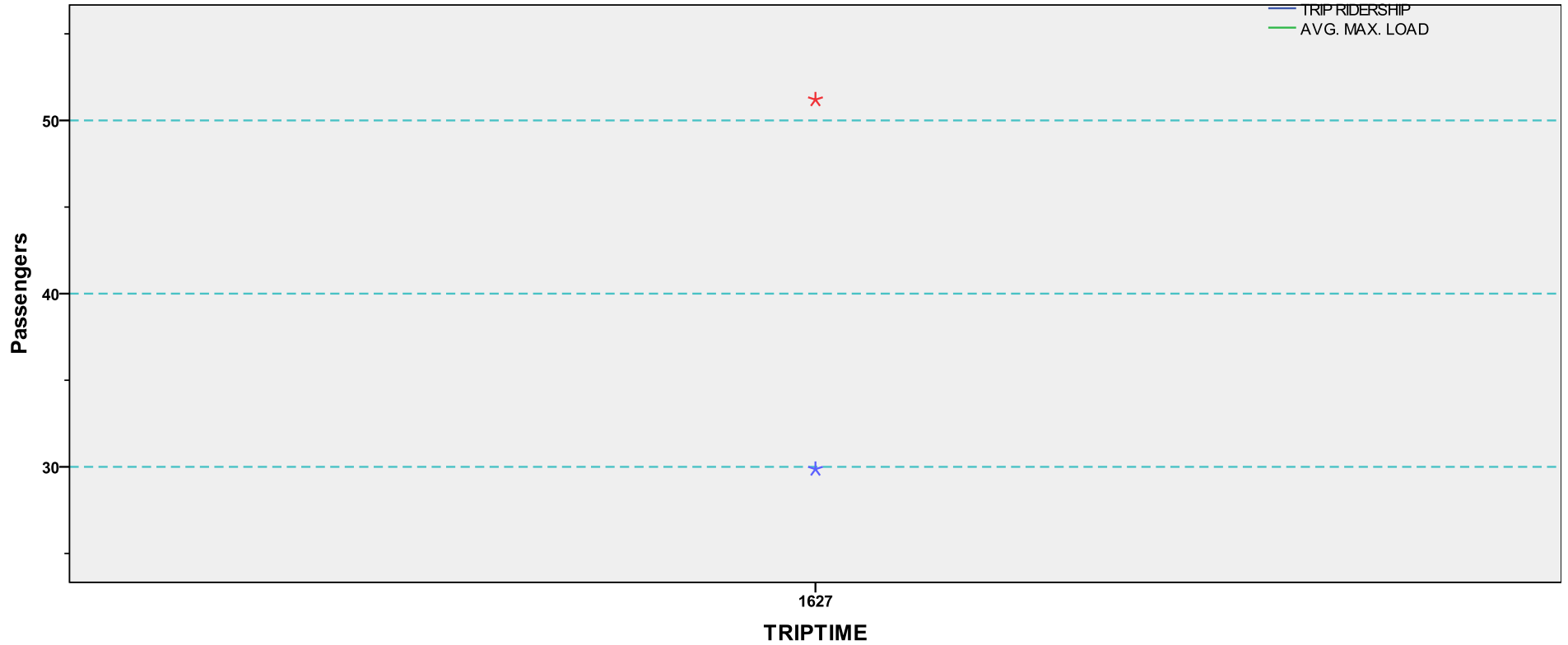
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DECEMBER 2011 - APRIL 2012

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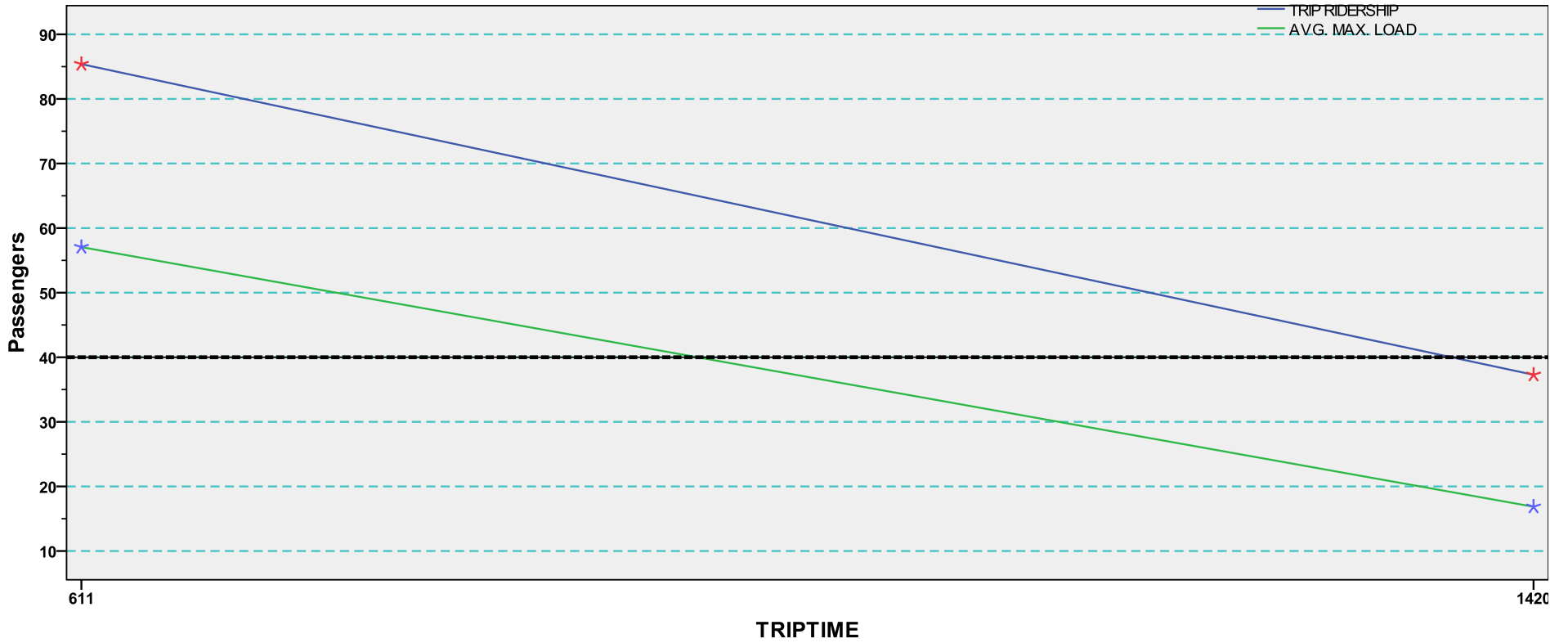
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DECEMBER 2011 - APRIL 2012

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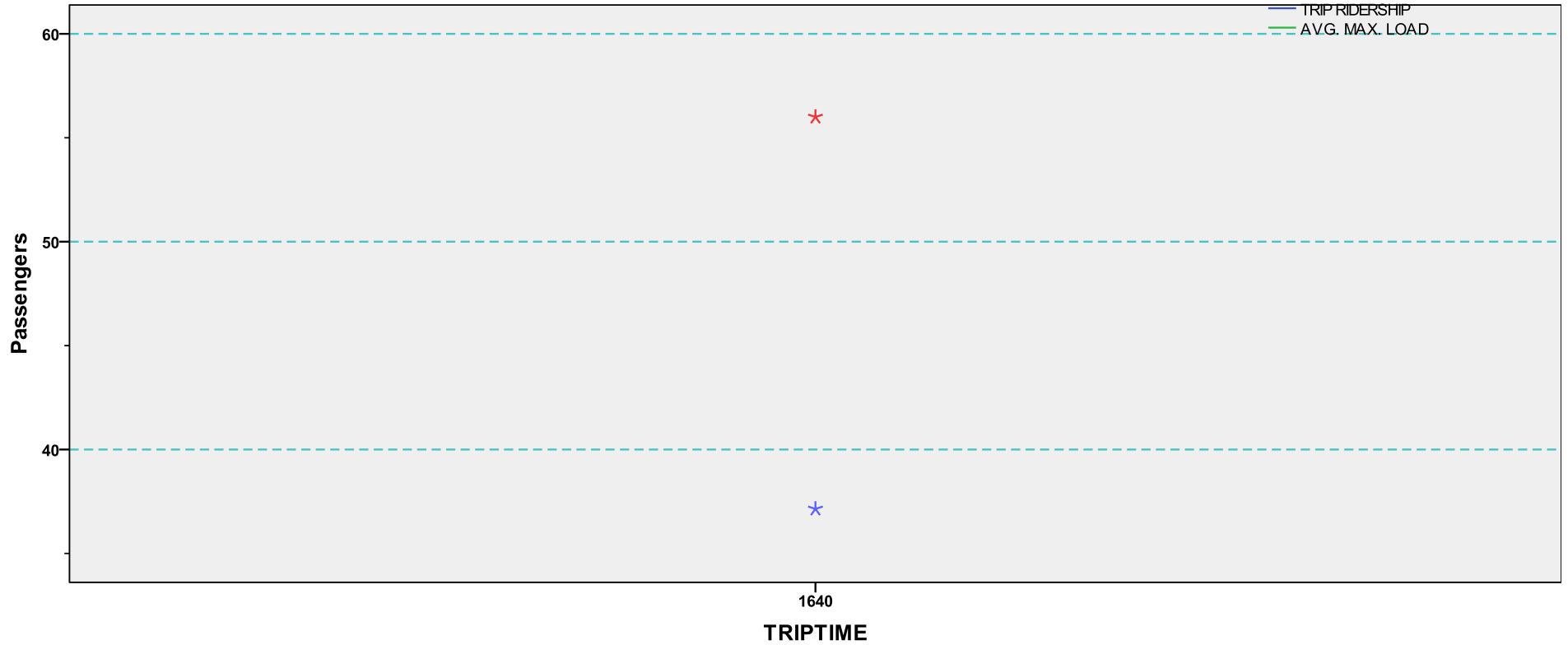
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DECEMBER 2011 - APRIL 2012

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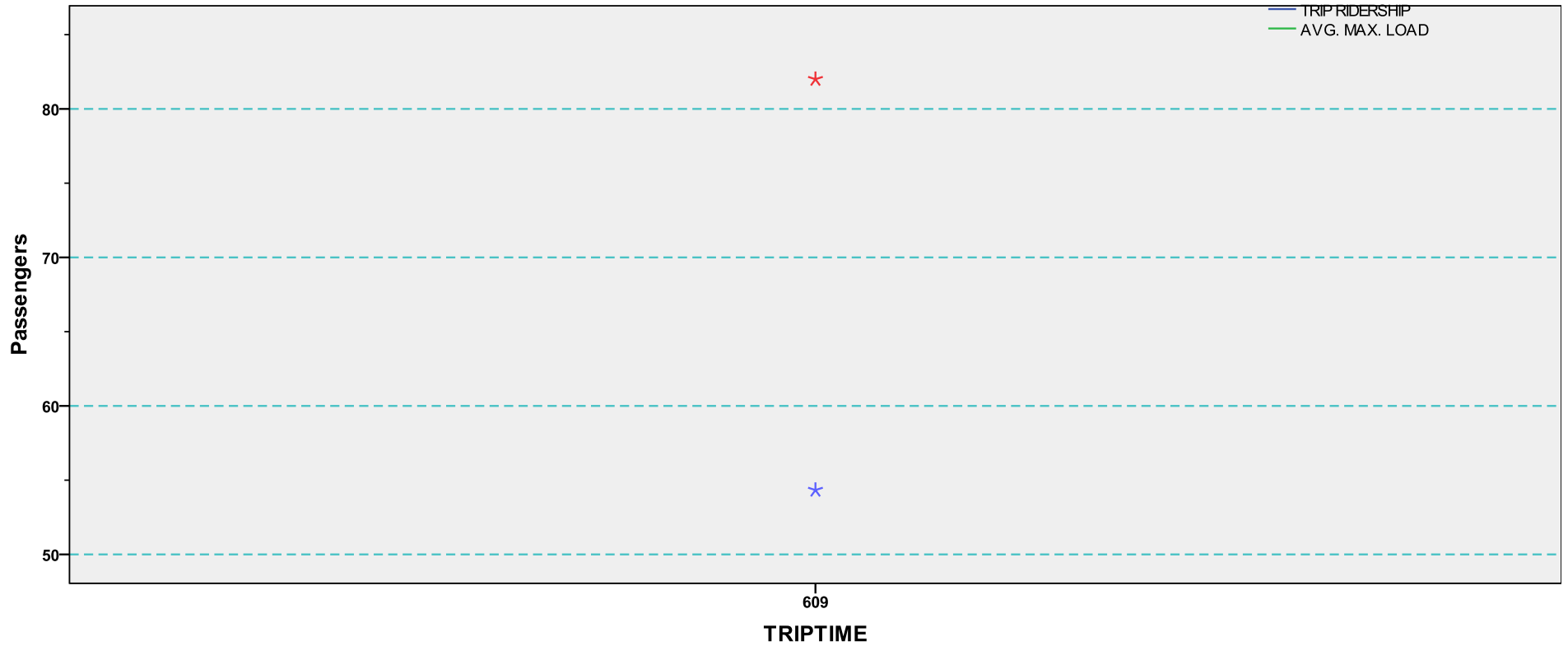
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DECEMBER 2011 - APRIL 2012

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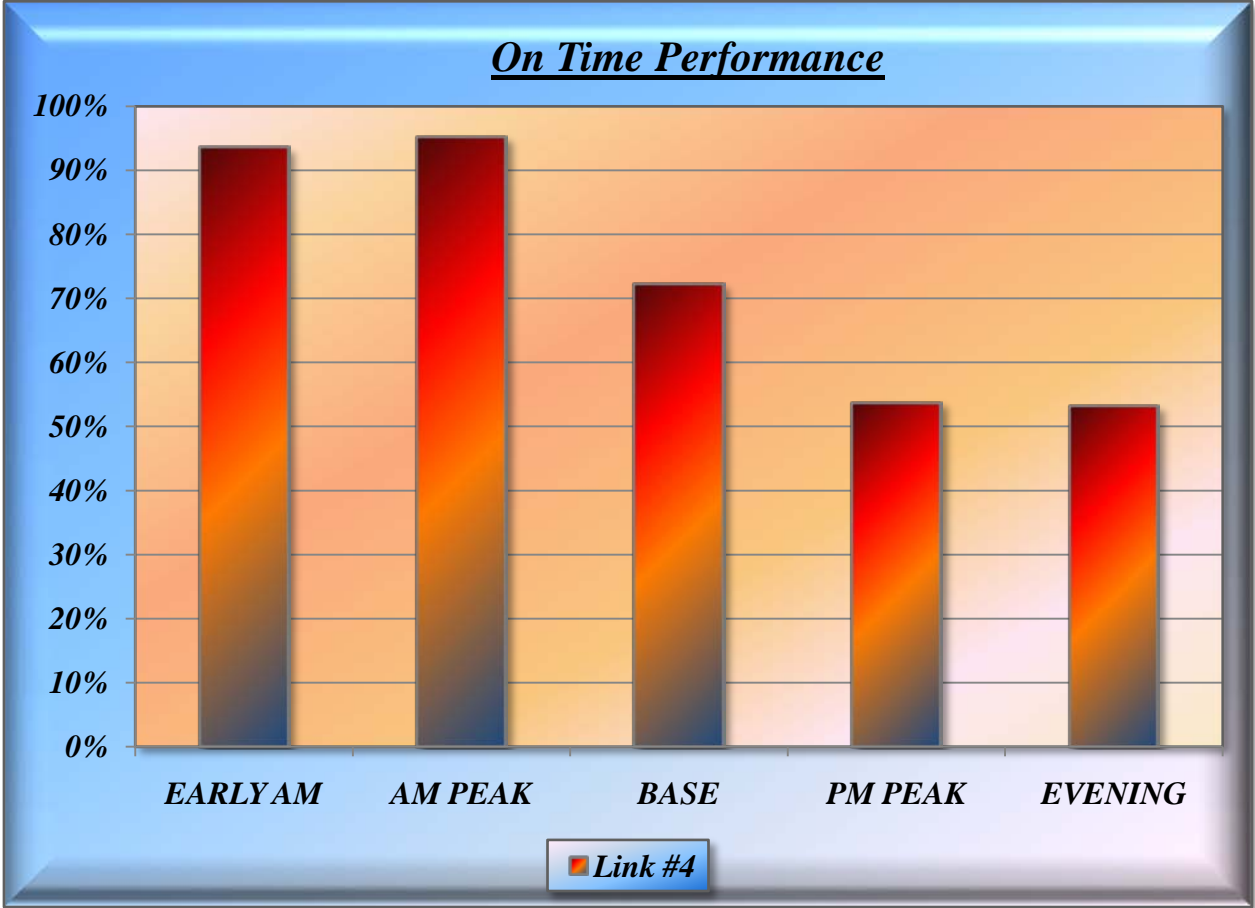
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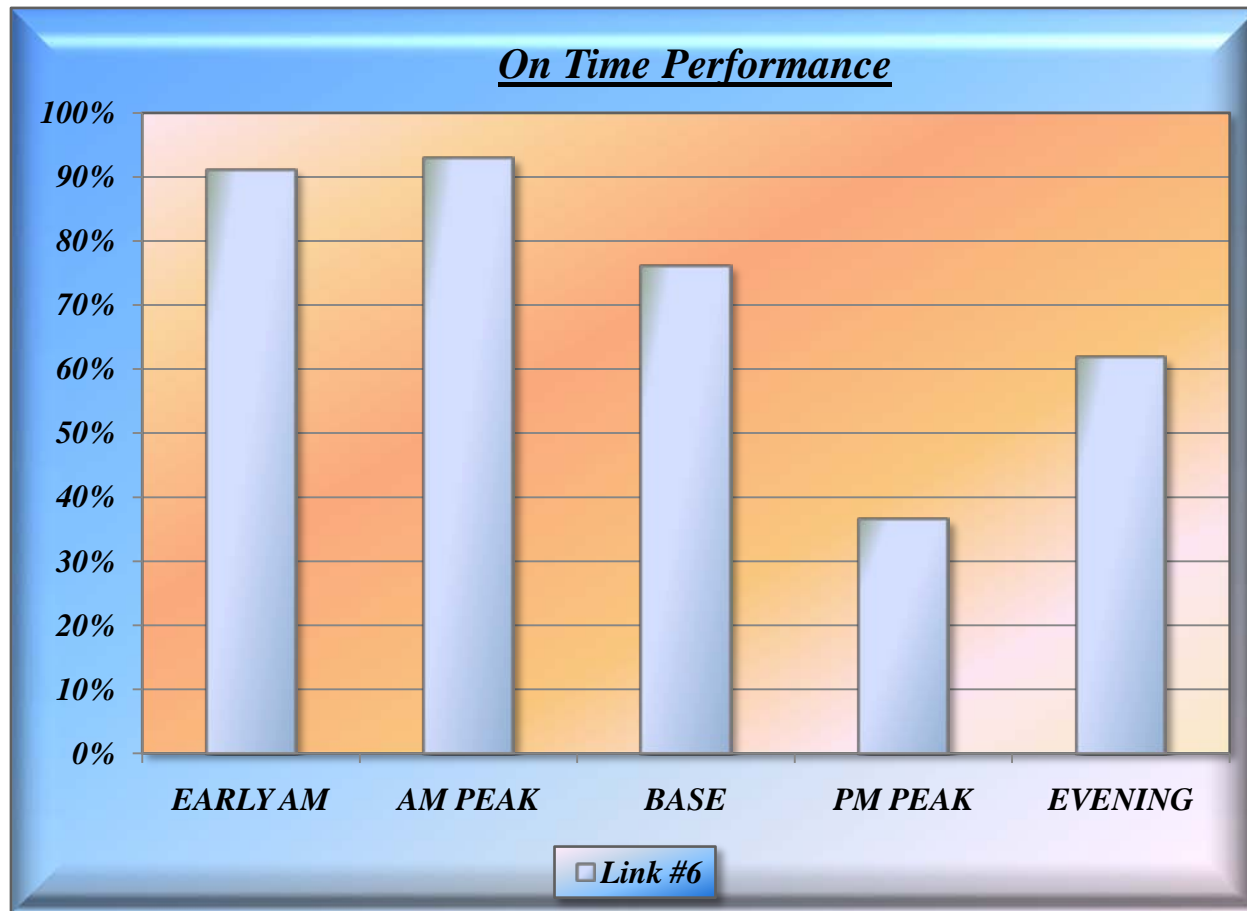
DECEMBER 2011 - APRIL 2012

Appendix B - Graphs of Routes With On-Time Performance Issues

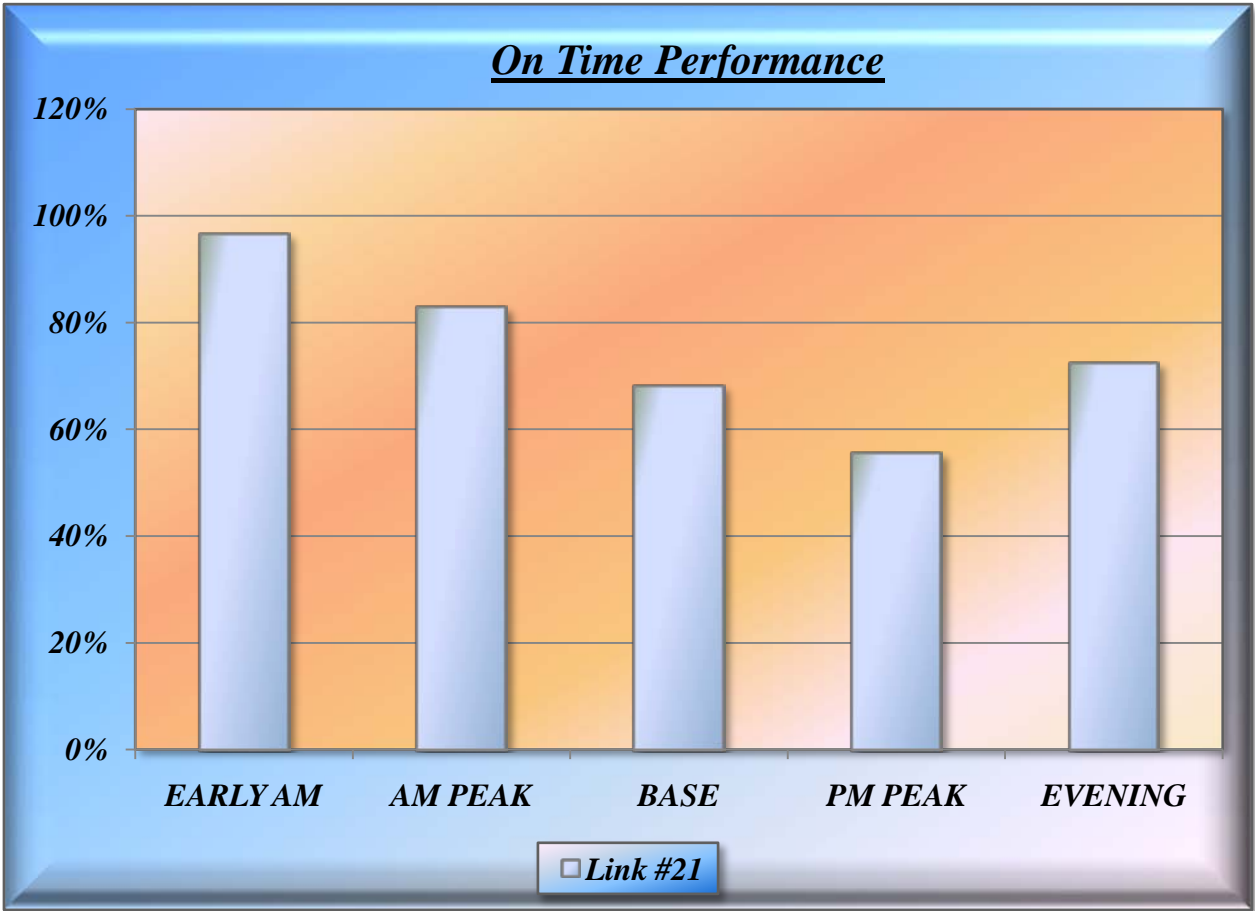
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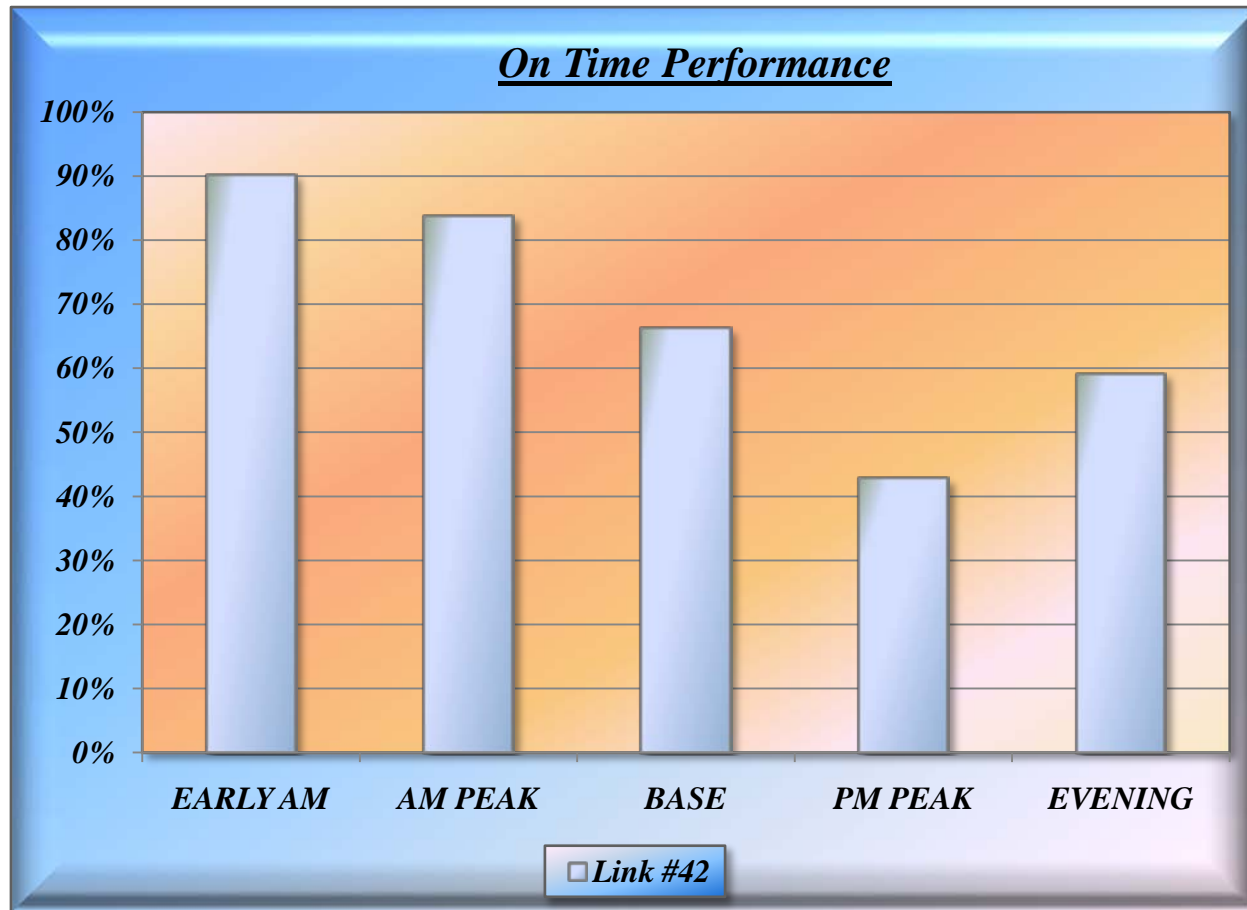
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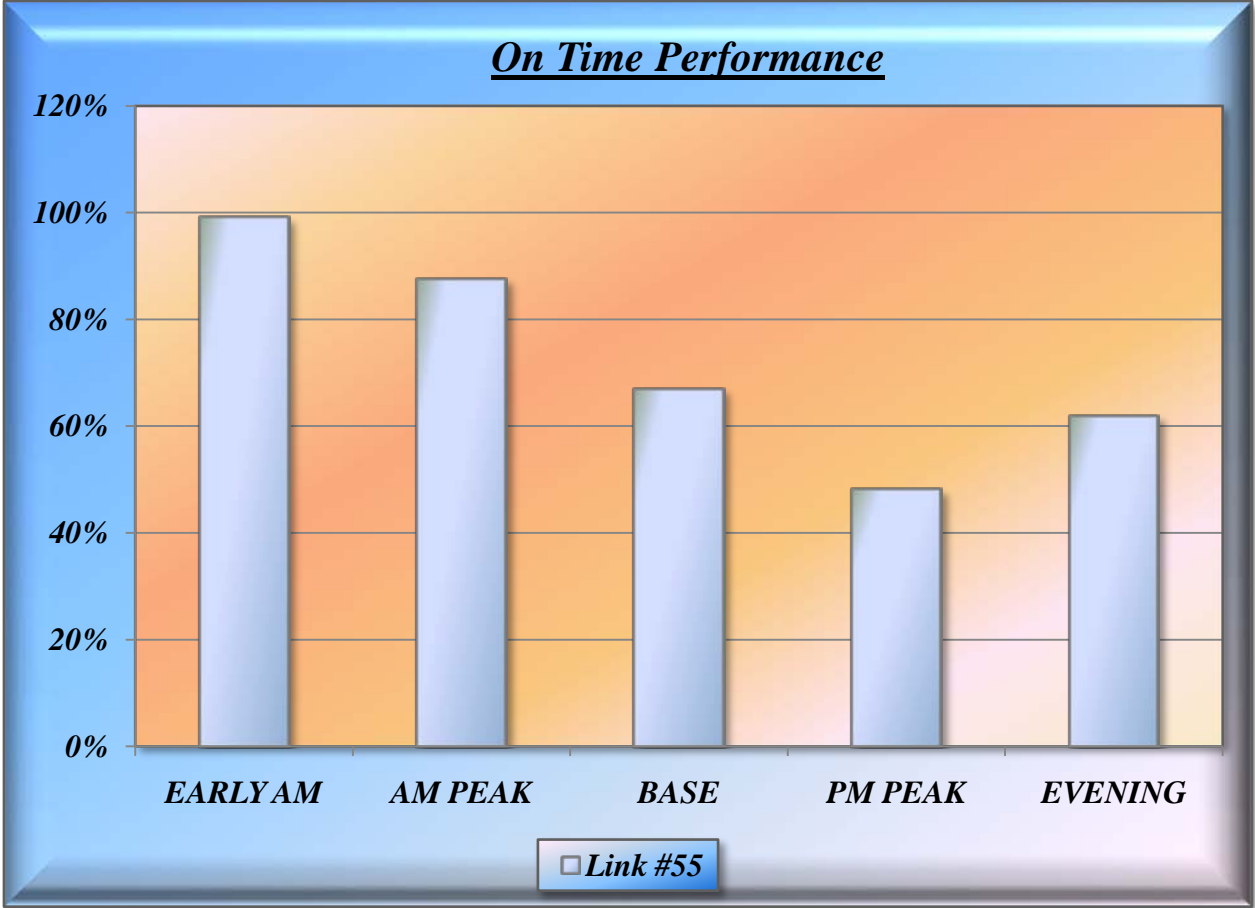
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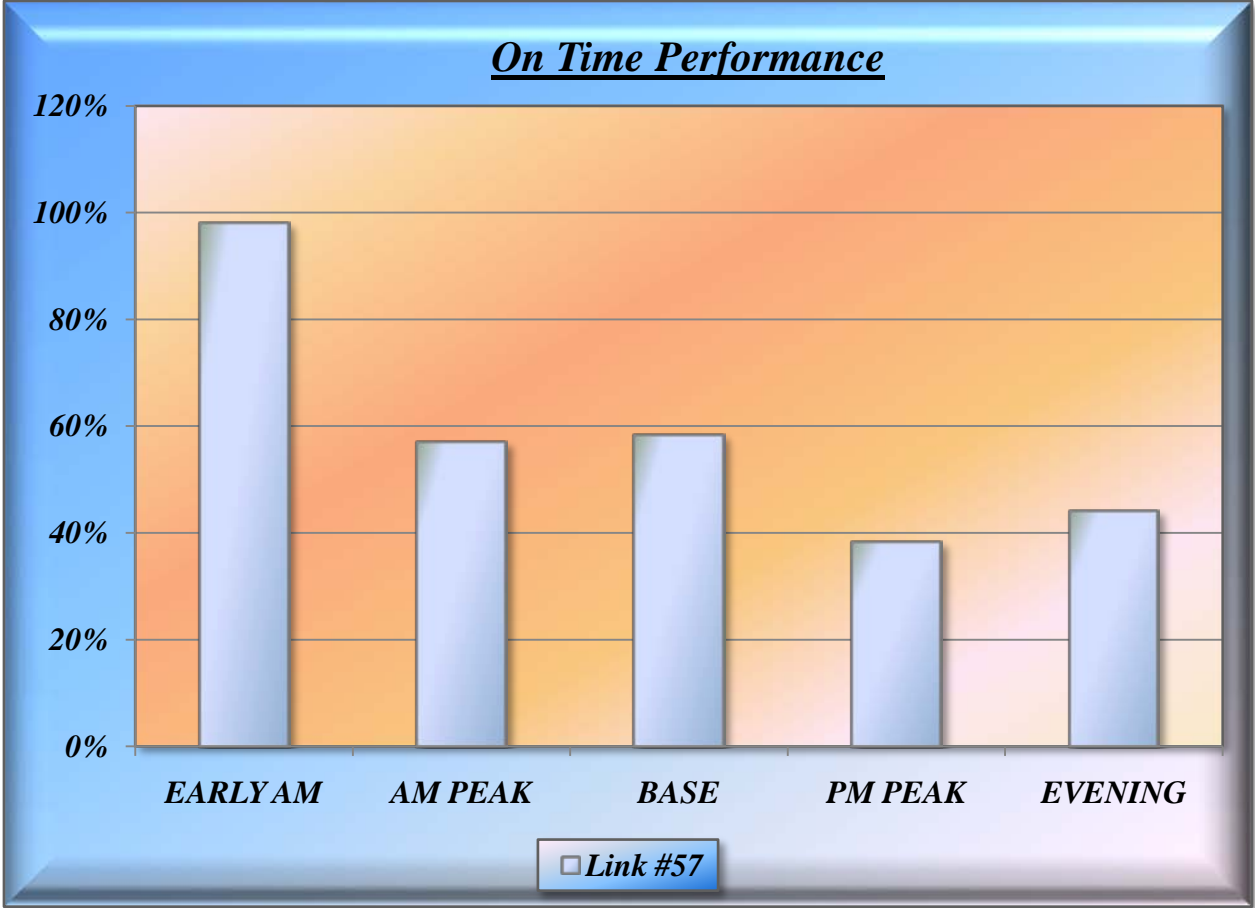
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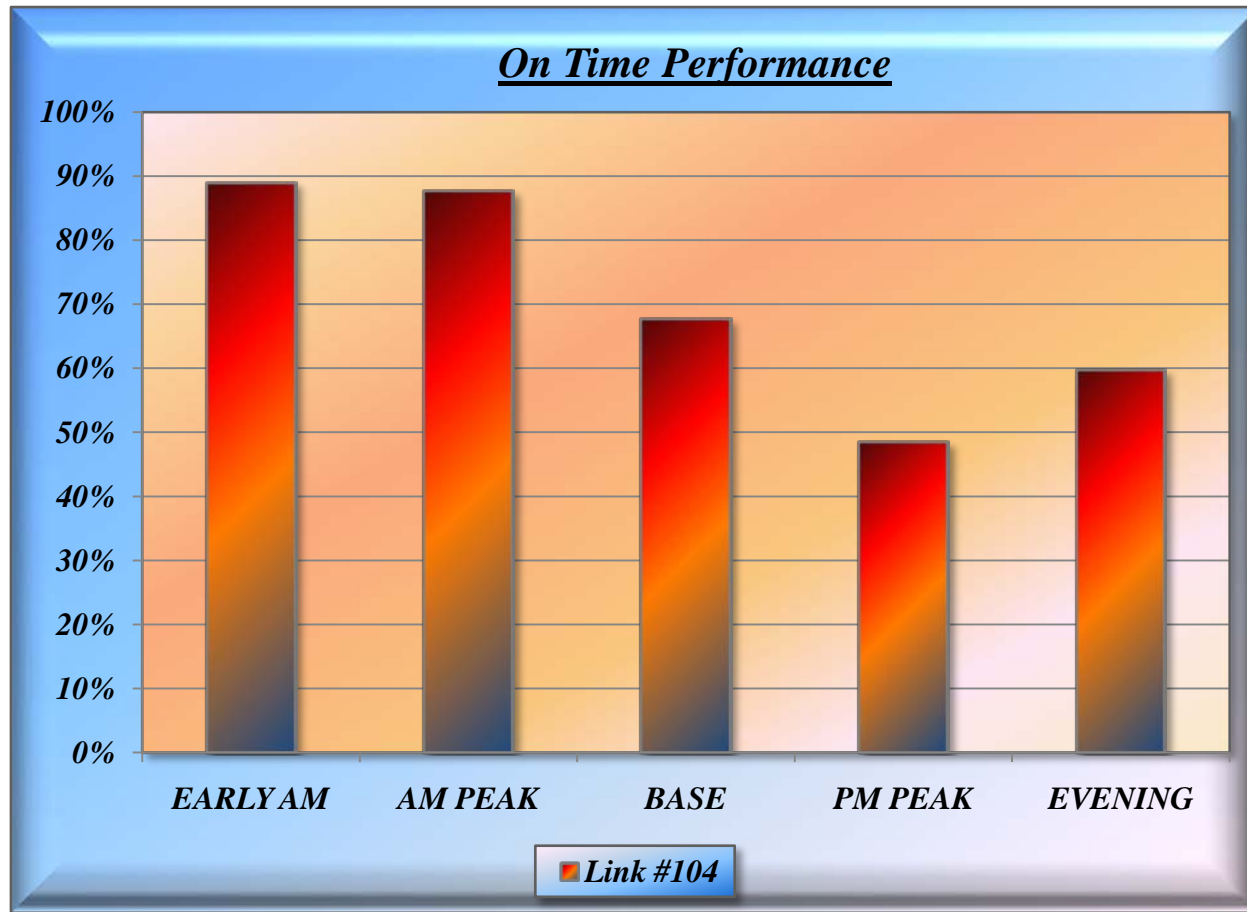
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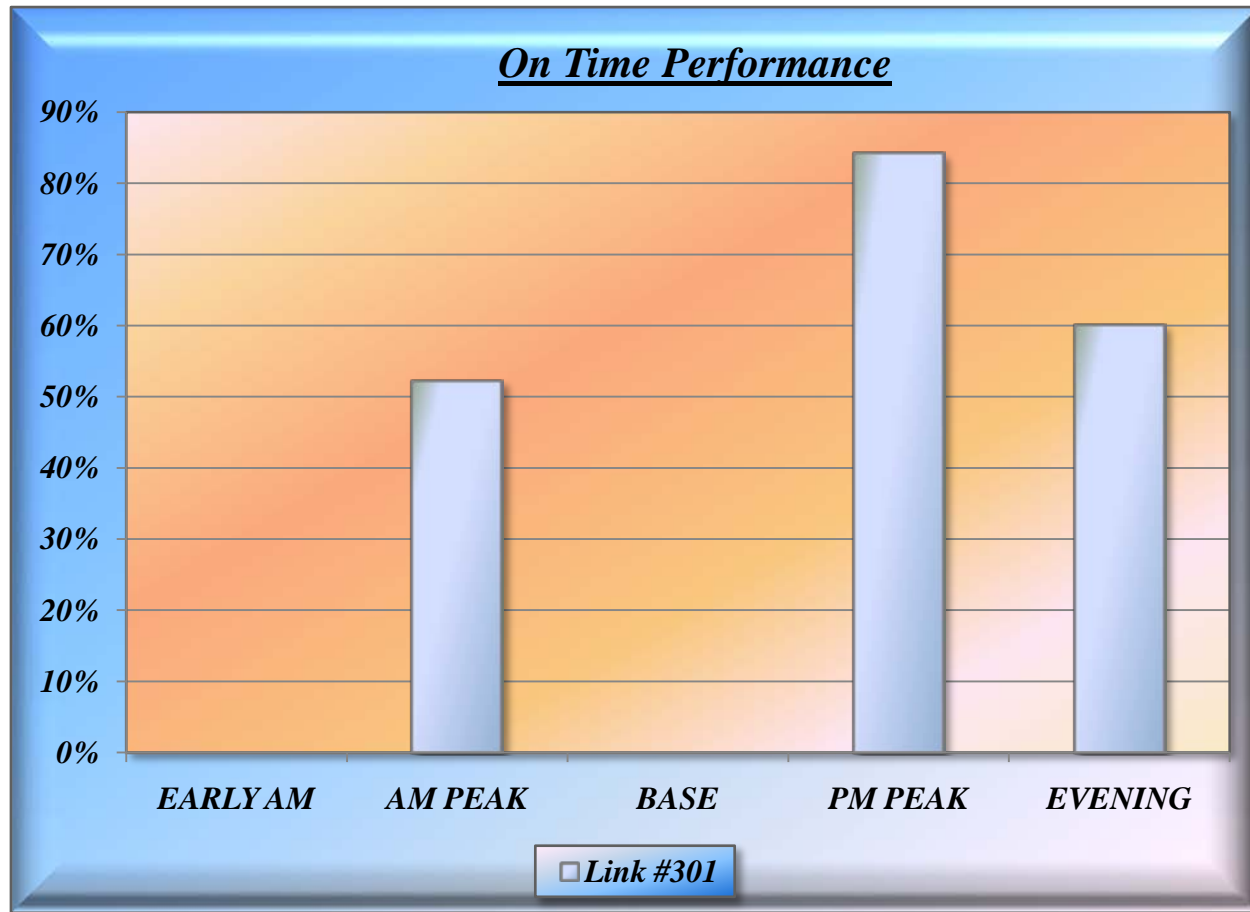
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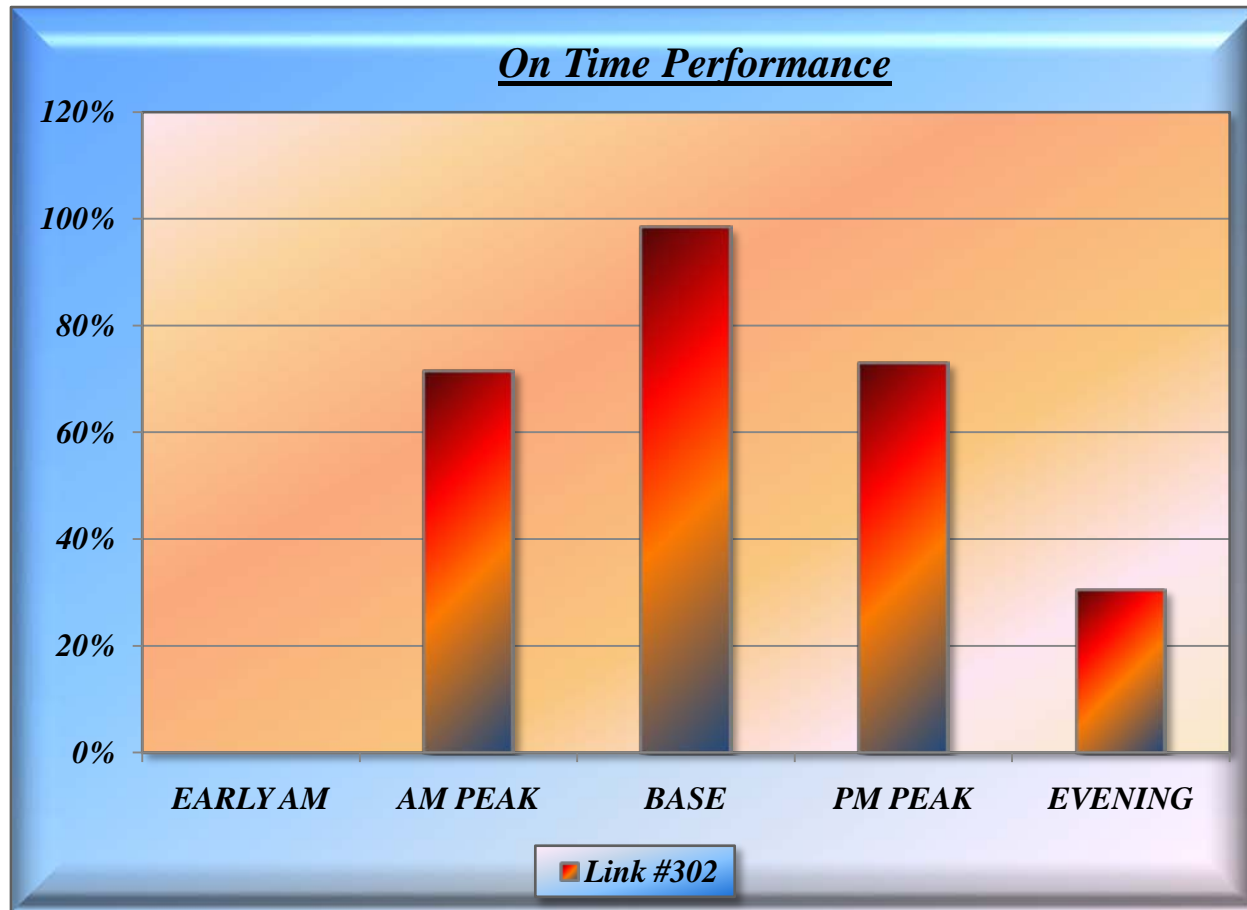
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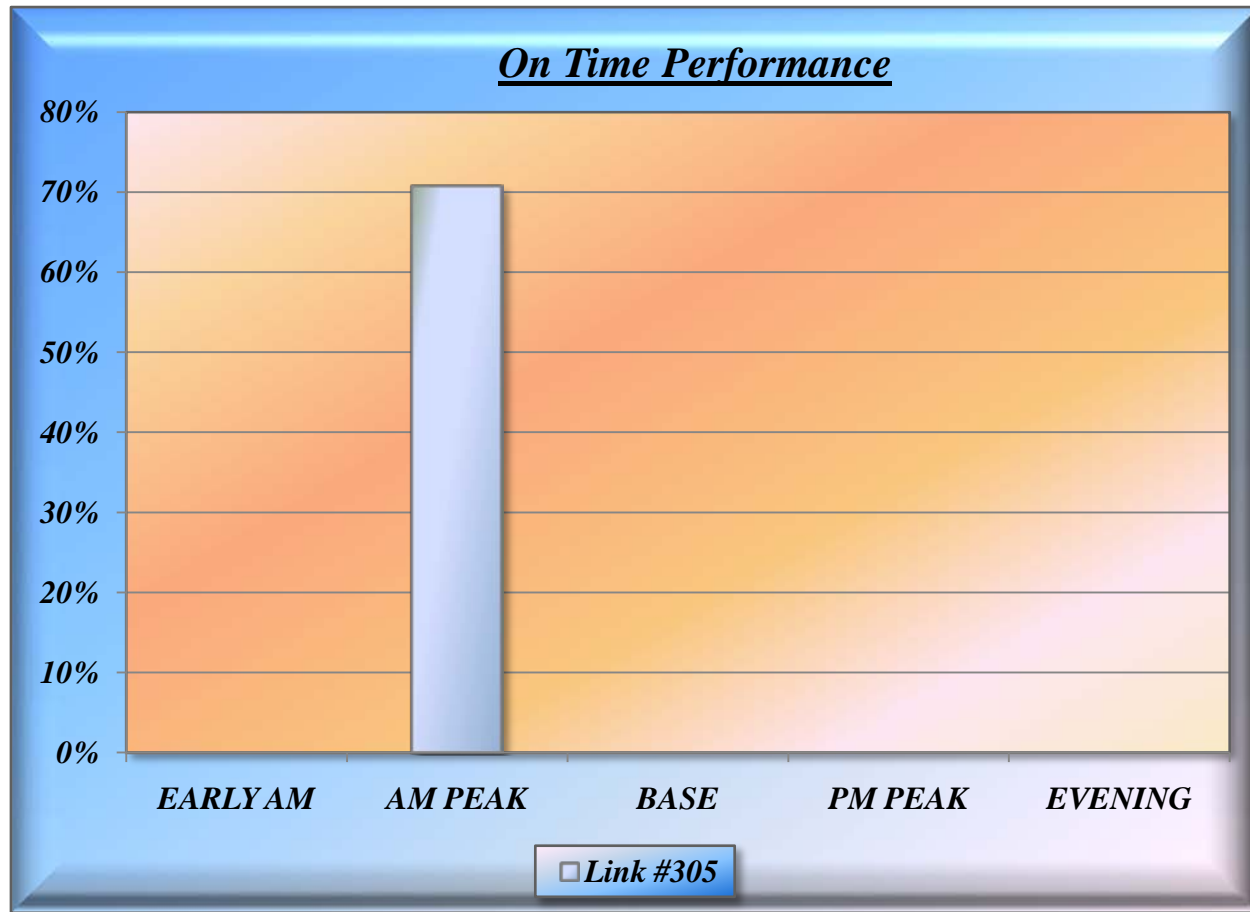
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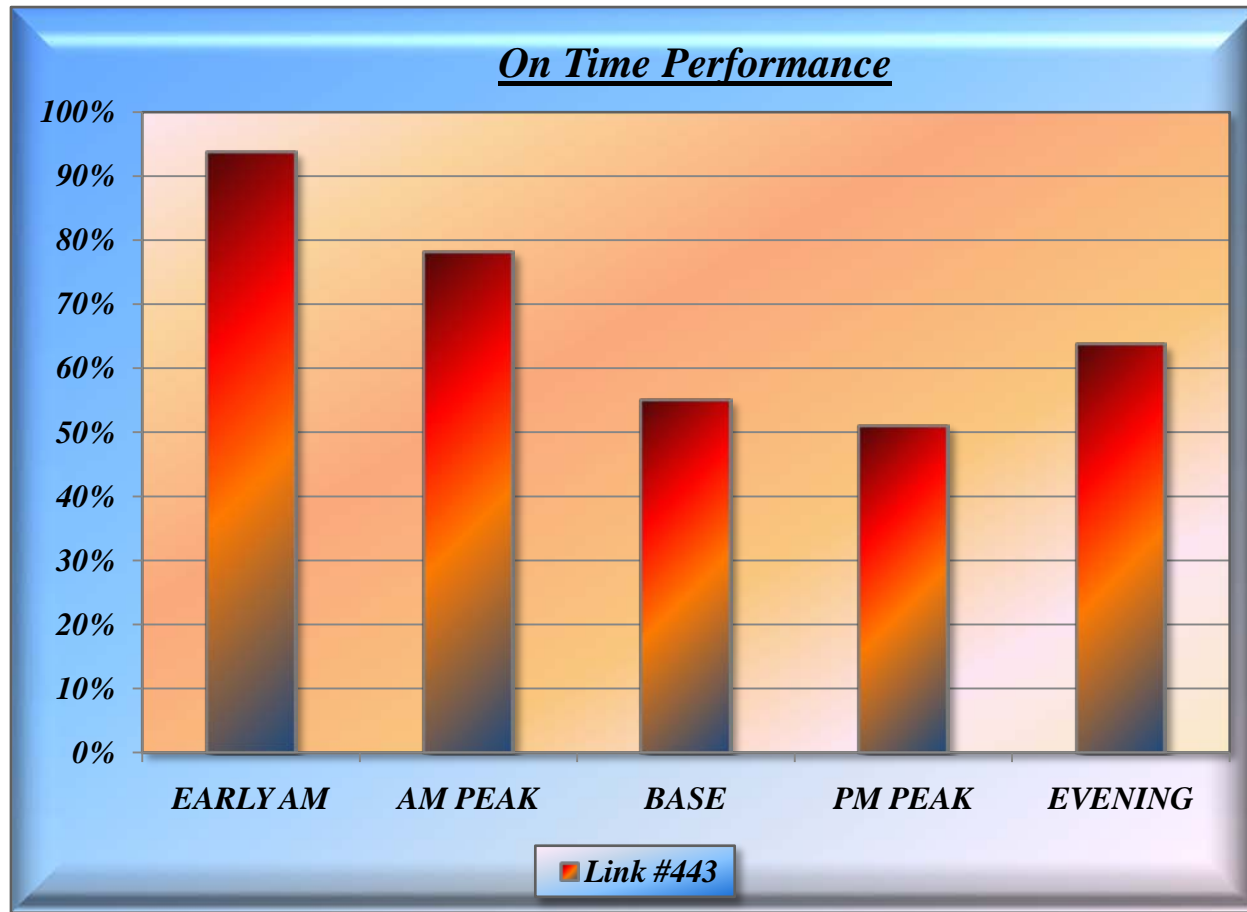
Link 302



Link 305



Link 443



Action Agenda Item #7.C

To: LYNX Board of Directors

From: **Baunie McConnell**
DIRECTOR OF RISK MGMT & SAFETY
Baunie McConnell
(Technical Contact)

Phone: 407.841.2279 ext: 6127

Item Name: **Authorization to Increase Contract #10-C17 with Integrated Claims Solution for Third Party Claims Administration for Workers' Compensation, Tort and Public Liability**

Date: 5/24/2012

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to increase the Not-to-Exceed amount under Contract #10-C17 with Integrated Claims Solutions for Third Party Claims Administration for Workers' Compensation, Tort and Public Liability by \$110,000 for the period April 1, 2011 through March 31, 2012.

BACKGROUND:

At the March 25, 2010 LYNX Board of Directors meeting, an award was made to Integrated Claim Solutions for Third Party Claims Administration for Workers' Compensation, Tort and Public Liability. The initial term of the Contract is for the period of April 1, 2010 through March 31, 2011. The annual "not to exceed" amount for each year of the contract is \$163,875.

During the second contract year April 1, 2011 to March 31, 2012, there were 1424 Liability and 120 Workers' Compensation claims brought against LYNX. Of those amounts, 120 Workers' Compensation and 220 Liability claims were turned over to ICS to administer at a cost of \$246,360. Due to the high number of claims, LYNX exceeded the second year contract amount by \$82,486.

LYNX staff is in the process of reorganizing the Risk Management and Safety department so that LYNX can alleviate, eliminate and reduce the claims, and costs, being brought against the entity in the future. Staff is planning to work with A. J. Gallagher Insurance Broker to hire a medical management firm capable of Workers' Compensation State filings, reviewing medical bills and nurse case management while Risk Management and Safety manage the day to day claim handling and claim prevention program for Workers' Compensation, Tort and Public Liability. This will eliminate the need for a TPA going forward.

LYNX Board Agenda

During the third contract year April 1, 2012 through March 31, 2013 there have already been 50 Liability and 12 Workers' Compensation claims brought against LYNX. Of this amount, 12 Workers' Compensation and 0 Liability cases have been turned over to ICS to administer at a cost of \$7,200, as of May 1, 2012. Liability files as of January 19, 2012 are handled internally by LYNX Risk Management Department, at a cost savings of \$97,100 in claim handling fees.

FISCAL IMPACT:

LYNX staff included \$305,000 in the FY2012 Amended Operating Budget to support professional services related to third party claims administration. The preliminary FY2013 Operating budget includes a reduced amount of \$175,000 for these professional services based on continued in-house administration of claims.

Action Agenda Item #7.D

To: LYNX Board of Directors

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

Phone: 407.841.2279 ext: 6036

Item Name: Authorization to Enter into a Purchasing Agreement with Seminole County Public Schools to Purchase Biodiesel Fuel from LYNX

Date: 5/24/2012

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to enter into a purchasing agreement with Seminole County Public Schools to purchase biodiesel fuel from LYNX.

BACKGROUND:

LYNX participated in a demonstration project with the Florida Department of Energy and is now providing biodiesel in all revenue vehicles. Part of the project includes partners who would purchase biodiesel from LYNX. LYNX purchases all the biodiesel and diesel fuel required, blends the biodiesel/diesel and then can sell back the finished product to interested partners. The conversion of all LYNX' revenue vehicles began in March 2010 and allows for the reduction of the tailpipe emissions that are produced by its fleet of buses and reduce the dependence of petroleum based fuel.

At the October 23, 2008 Board of Directors' meeting, the Board approved the award of a contract for the design and build of the Biodiesel Blending Facility located at the LYNX Operations Center.

LYNX purchases of diesel and B-99 biodiesel fuels will increase by approximately 7,500 gallons per weekday to support estimated needs of this contract. LYNX' ability to supply fuel for its current fleet will not be negatively impacted by the additional fuel purchases require for this contract.

LYNX' staff and legal counsel will work with Seminole County Public Schools staff to finalize the terms and conditions of the proposed agreement. At this time, authorization is requested from the Board for LYNX staff to complete the purchasing agreement. This would permit the

LYNX Board Agenda

purchasing agreement to be executed quickly and allow Seminole County Public Schools to start taking deliveries of the biodiesel product.

FISCAL IMPACT:

LYNX staff will invoice Seminole County Public Schools for their purchases of the biodiesel product in accordance with the proposed agreement.

Work Session Item #8.A

To: LYNX Board of Directors

From: Rudolph Walter
DIRECTOR OF PLANNING
Andrea Ostrodka
(Technical Contact)

Phone: 407.841.2279 ext: 6009

Item Name: Overview of LYNX' Draft 2013-2022 Transit Development Plan Major Update

Date: 5/24/2012

ACTION REQUESTED:

Staff will make a brief presentation of the draft Transit Development Plan (TDP) Major Update for 2013-2022. No action is requested from the Board at this time. However, staff will request Board authorization to submit a final draft FY 2013-2022 TDP Major Update to the Florida Department of Transportation (FDOT) at the July 26, 2012 Board Meeting. The final draft FY 2013 – 2022 Transit TDP is due to FDOT on or before September 1, 2012.

BACKGROUND:

The 2013-2022 Transit Development Plan (TDP) represents a major annual update. A major update is required every five years, with the last major TDP update being for fiscal years 2008-2017. Minor annual updates are required annually. The TDP is a strategic plan for LYNX services, capital investments and customer amenities to the community over a ten-year period. The plan includes elements that identify potential revenues and expenditures to accomplish the initiatives outlined in the plan. The TDP is not financially constrained; the projects identified in the plan are not necessarily funded, however the financial analysis shows potential gaps in funding as well as priorities. The TDP is a requirement to receive approximately \$9.3 million in annual block grant funding through the Florida Department of Transportation (FDOT). In addition, the TDP also satisfies the Federal Transit Administration (FTA) requirements for publishing a program-of-projects.

The Transit Development Plan has a major public involvement component. LYNX' staff conducted public workshops throughout the LYNX service area, presented to Metroplan committees, met with local government staff and other interested parties such as Workforce Central Florida to solicit comment and input. LYNX' staff will request Board action to approve in July, at the conclusion of the public comment period. The deadline for submittal to FDOT for review is September 1, 2012.

Information Item A: Discussion Item

To: LYNX Board of Directors

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

Phone: 407.841.2279 ext: 6036

Item Name: Discussion Item
Overview of Paratransit Services

Date: 5/24/2012

LYNX' paratransit services contract transitions took place in October 2011, with MV Transportation (MV) providing all reservations and core services (Monday to Saturday, 4:00 A.M. to 6:00 P.M.) and Transportation America (TA) providing non-core services (Monday to Saturday, 6:00 P.M. to 4:00 A.M. and all day on Sunday).

The ACCESS LYNX program experienced challenges during the transition that had a domino effect on the quality of service our customers experienced. There were issues with the movement of our telephone lines; inability to communicate with vehicles electronically through the onboard Mobile Data Terminals; telephone queuing, programming, and forwarding; and new drivers and route changes.

Throughout the transition, LYNX met frequently with our contracted providers to ensure that they were aware of LYNX' expectations for our customers and to provide guidance and support where possible. During this time, everyone involved – LYNX, MV, and TA – worked cooperatively to resolve the issues and increase the quality of service as we move the ACCESS LYNX program forward under the new contracts.

Now, more than seven months into the new contracts, service provision has improved to desired levels. LYNX staff continues to monitor service provision and contract compliance closely.

To aide in the contractual oversight of the core service provider, LYNX' Paratransit Operations staff has co-located with MV Transportation by moving into LYNX' South Street facility.

Recent performance statistics are as follows:

Trips Provided

Month	MV Transportation	Transportation America	System Wide
January 2012	43,733	3,249	46,982
February 2012	43,726	3,235	46,961
March 2012	46,933	3,530	50,463

On-Time Performance

(Goal of no less than 92%)

Month	MV Transportation	Transportation American	System Wide
January 2012	94.11%	90.95%	93.88%
February 2012	91.76%	92.87%	91.85%
March 2012	91.00%	94.19%	91.14%

Missed Trips

(Goal of no more than 0.3%)

Month	MV Transportation	Transportation America	System Wide
January 2012	51 (0.12%)	0 (0.00%)	51 (0.11%)
February 2012	47 (0.11%)	4 (0.12%)	51 (0.11%)
March 2012	81 (0.17%)	2 (0.06%)	83 (0.16%)

Missed Trips per 1,000 Trips Provided

MV Transportation

- January 2012 = 1.17
- February 2012 = 1.07
- March 2012 = 1.73

Transportation America

- January 2012 = 0.00
- February 2012 = 1.24
- March 2012 = 0.57

Customer Concerns

(Goal of less than 3 valid complaints per 1,000 trips provided)

Note that numbers shown are total complaints received, not necessarily valid complaints.

Month	MV Transportation	Transportation America	System Wide
January 2012	169	28	197
February 2012	140	12	152
March 2012	163	10	173

Customer Concerns per 1,000 Trips Provided

MV Transportation

January 2012 = 3.86
 February 2012 = 3.20
 March 2012 = 3.47

Transportation America

January 2012 = 8.62
 February 2012 = 3.71
 March 2012 = 2.83

Call Hold Times

(Goal of less than 2 minutes)

Month	MV Transportation	Transportation America
January 2012	2:12	0:49
February 2012	2:12	0:26
March 2012	2:24	0:35

Monthly Report A: Financial Reports

To: LYNX Board of Directors

From: Blanche Sherman
-DIRECTOR OF FINANCE
Starlin Rolle
(Technical Contact)

Phone: 407.841.2279 ext: 6100

Item Name: Monthly Financial Report - April 30, 2012

Date: 5/24/2012

Please find attached the monthly financial report for the seven months ending April 30, 2012. LYNX' Balance Sheets, Statement of Revenues, Expenses, and Changes in Net Assets (Operating Statement) for the seven months ending April 30, 2012 reflect total revenue earned in the amount of \$65,837,038 and total expenses incurred in the amount of \$64,474,722 resulting in a net operating profit of \$1,362,316.

- Fixed route, Vanpool, and Pick-Up Line services resulted in an operating profit of \$1,890,927 for the seven months of the fiscal year.
- Paratransit services resulted in an operating loss of \$(528,611) for the seven months of the fiscal year.

Fixed Route Operations:

The year-to-date Operating Revenues are higher than the budget at 110%. Customer fares are at 123% of the budgeted amount year-to-date, and are 107% above the budget amount for the month of April. LYNX' ridership continues to increase into the new fiscal year. Ridership is up by 6.50% year-over-year as of April 30, 2012. If this trend continues, LYNX' ridership will reflect a greater increase for the new fiscal year.

Although LYNX has experienced a slight increase in advertising revenue for the month of April 2012, LYNX' advertising revenue year-to-date is slightly lower than anticipated. Actual revenues through April 2012 for advertising on buses, shelters, and in-kind (trade) transactions are \$509,916, \$39,227, and \$-0-, respectively. LYNX entered into a new contract with Direct Media, Incorporated, with an effective date of January 1, 2012, to further enhance LYNX' advertising program and to increase the advertising revenue stream. Direct Media's sales staff continues actively seeking new clients and working with existing clients to offer an attractive and affordable advertising program.

In an attempt to stabilize fuel cost in the future, LYNX' staff entered into a fuel hedging arrangement with Merrill Lynch Commodities, Incorporated. During the month of April 2012, LYNX locked in eighty-one percent (81%) of the total monthly purchases, resulting in cap

(LYNX locked) prices higher than the future (float) prices. At this time, LYNX is 2% above the budget year-to-date, which is primarily due to a higher than anticipated fuel consumption for LYNX' services. In the month of April, LYNX paid an average price of \$3.34 (net) per gallon for diesel fuel and \$3.16 (net) per gallon for bio-diesel, less fuel hedging gains which is slightly higher than the budgeted price of \$3.17 (net). The national diesel fuel price for the month of April 2012 was \$3.78 (net), which is an indication of continued increases in the price of fuel for LYNX throughout the year. LYNX is currently \$178,606 over the budget for the fiscal year.

LYNX' staff proactively seeks ways to maximize operational efficiencies and improve services. As a result, fixed route operating expenses for salaries, wages, and fringe benefits are under budget due to various vacancies, and less vacation, sick, and holiday pay than anticipated as of April 30, 2012. In addition, expenses related to materials and supplies, security and contact maintenance services, leases, and other miscellaneous expenses are less than budgeted.

Professional services related to various planning projects and the "Public Awareness and Multidiscipline Training", "Fast Track Training", and other training grant programs are also less than anticipated. Casualty and liability insurance expenses are under budget due to the timing of the settlement of several outstanding claims anticipated for the year.

Paratransit Operations:

The operating loss from Paratransit operations is related to the higher trips than anticipated as of April 2012. Also, Medicaid and TD revenue is less than anticipated year-to-date and for the month of April. The price of unleaded fuel for the month is higher than the budgeted and the consumption of unleaded fuel is higher than anticipated as of April 2012 due to the increase in revenue miles. The fuel is budgeted at a net price of \$2.93 (net) per gallon in the FY2012 budget. LYNX is currently paying \$3.31 (net) per gallon. The national unleaded fuel price for the month of April 2012 was \$3.64 (net). This is an indication of an anticipated increase in the price of fuel for LYNX throughout the year. However, the year-to-date purchased transportation costs are lower than the amounts budgeted. An analysis follows:

ACCESS LYNX			
FY2012	Trips (Year-to-Date)	Blended Trip Rate	Costs
Actual (with est.)	377,719	\$29.92	\$11,301,410
Budget (rounding)	347,954	\$30.79	\$10,713,279
Excess Trips/Costs	29,765	\$ (.87)	\$ 588,131

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY
BALANCE SHEETS
APRIL 30, 2012 AND 2011
(UNAUDITED)

	2012	2011
ASSETS		
CURRENT ASSETS:		
Cash and cash equivalents	\$ 21,229,076	\$ 28,123,912
Receivables:		
Local, trade and operating assistance	4,734,852	2,940,621
Federal grants	13,747,718	9,351,303
State grants	6,868,334	6,761,991
Inventory	1,468,118	1,488,951
Prepaid expenses and other assets	1,452,808	376,824
Restricted cash and cash equivalents	3,989,627	1,327,261
Deferred outflow of resources	612,600	-
	54,103,133	50,370,863
NONCURRENT ASSETS:		
Restricted cash and cash equivalents	4,195,063	4,195,063
Property and equipment:		
Land	8,571,465	8,571,465
Buildings and shelters	87,036,128	83,767,849
Revenue vehicles	104,176,942	110,220,883
Furniture, Fixtures & Equipment	20,281,871	21,677,016
Leasehold improvements	-	-
Total property and equipment	220,066,406	224,237,213
Less: accumulated depreciation	(102,716,049)	(96,844,462)
Construction in progress	14,091,339	11,074,009
	131,441,696	138,466,760
Other assets	-	-
	135,636,759	142,661,823
TOTAL ASSETS	\$ 189,739,892	\$ 193,032,686

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY
BALANCE SHEETS
APRIL 30, 2012 AND 2011
(UNAUDITED)

	2012	2011
LIABILITIES AND NET ASSETS		
CURRENT LIABILITIES:		
Accounts payable	\$ 5,227,622	\$ 5,078,365
Accrued salaries and related taxes	2,384,328	2,398,408
Accrued compensated absences	3,575,926	3,668,816
Accrued self-insurance liability, current	1,835,748	1,565,304
Leases payable, current	1,152,929	1,108,601
SIB loans payable, current	5,006,318	736,565
Deferred operating revenue	4,144,047	5,287,859
Deferred capital	3,452,877	794,245
Deferred inflow of resources	612,600	-
Total current liabilities	27,392,395	20,638,163
NONCURRENT LIABILITIES:		
Leases payable, long-term	1,816,407	2,969,336
Loans payable	3,158,478	8,164,797
Accrued self-insurance liability, long-term	3,571,896	3,073,730
Total noncurrent liabilities	8,546,781	14,207,863
Total liabilities	35,939,176	34,846,026
NET ASSETS:		
Invested in capital assets, net of related debt	124,161,128	129,510,617
Restricted	536,750	536,750
Unrestricted	29,102,838	28,139,293
Total net assets	153,800,716	158,186,660
TOTAL LIABILITIES AND NET ASSETS	\$ 189,739,892	\$ 193,032,686

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY
STATEMENT OF REVENUES AND EXPENSES
FOR THE MONTH OF APRIL 2012 AND THE SEVEN MONTHS ENDED APRIL 30, 2012
(UNAUDITED)

	Year to Date			Month of April		
	Budget	Actual	%	Budget	Actual	%
OPERATING REVENUES						
Customer Fares	\$ 13,574,043	\$ 16,583,353	122%	\$ 1,939,149	\$ 2,083,516	107%
Contract Services:						
Local Financial Assistance	4,344,017	4,346,563	100%	620,574	598,377	96%
Other Contractual Services	6,401,595	5,170,561	81%	846,203	725,467	86%
Advertising	644,583	549,143	85%	92,084	34,000	37%
Other Operating Income	234,906	186,523	79%	39,068	47,400	121%
Total Operating Revenues	<u>25,199,144</u>	<u>26,836,143</u>	106%	<u>3,537,078</u>	<u>3,488,760</u>	99%
NONOPERATING REVENUES						
Operating assistance grants:						
Federal	437,500	437,500	100%	62,500	62,500	100%
State of Florida	5,311,926	5,262,602	99%	761,908	751,800	99%
Local	22,200,715	22,236,739	100%	3,158,665	3,176,677	101%
Planning and other assistance grants:						
Federal - Commuter Rail Project	-	-	0%	-	-	0%
Federal - Other	11,799,882	10,121,955	86%	1,706,861	1,492,732	87%
State of Florida - Commuter Rail Project	-	-	0%	-	-	0%
State of Florida - BRT Circulator Project	-	-	0%	-	-	0%
State of Florida - Other	945,828	936,952	99%	135,904	113,285	83%
Local Matching - BRT Circulator Project	-	-	0%	-	-	0%
Local Matching - Other	-	-	0%	-	-	0%
Interest Income	87,500	32,082	37%	12,500	4,611	37%
Gain / (Loss) on Sale of Assets	-	(26,935)	N/A	-	(3,144)	N/A
Total Nonoperating Revenues	<u>40,783,351</u>	<u>39,000,895</u>	96%	<u>5,838,338</u>	<u>5,598,461</u>	96%
Total Revenues	<u>65,982,495</u>	<u>65,837,038</u>	100%	<u>9,375,416</u>	<u>9,087,221</u>	97%
OPERATING EXPENSES						
Salaries and Wages	23,013,742	22,426,359	97%	3,243,658	3,094,905	95%
Fringe Benefits	12,834,854	12,196,936	95%	1,944,129	1,642,665	84%
Purchased Transportation Services	11,510,192	12,005,688	104%	1,401,825	1,925,516	137%
Fuel	8,857,212	9,318,229	105%	1,265,316	1,441,354	114%
Other Materials and Supplies	3,426,632	3,442,251	100%	490,028	487,036	99%
Professional Services	1,778,800	734,219	41%	251,555	98,300	39%
Other Services	2,682,426	1,952,468	73%	323,558	324,848	100%
Lease and Miscellaneous Expenses	502,463	389,945	78%	79,599	41,987	53%
Casualty and Liability Insurance	1,232,742	825,688	67%	176,106	99,570	57%
Utilities	779,827	732,780	94%	111,506	95,819	86%
Taxes and Licenses	241,579	305,453	126%	34,512	43,901	127%
Interest Expense	210,899	144,706	69%	5,522	19,883	360%
Total Operating Expenses	<u>67,071,368</u>	<u>64,474,722</u>	96%	<u>9,327,314</u>	<u>9,315,784</u>	100%
OPERATING GAIN / (LOSS)	<u>\$ (1,088,873)</u>	<u>\$ 1,362,316</u>	N/A	<u>\$ 48,102</u>	<u>\$ (228,563)</u>	N/A

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY
FIXED-ROUTE, VANPOOL AND PICK-UP LINE SEGMENT
STATEMENT OF REVENUES AND EXPENSES
FOR THE MONTH OF APRIL 2012 AND THE SEVEN MONTHS ENDED APRIL 30, 2012
(UNAUDITED)

	Year to Date			Month of April		
	<u>Budget</u>	<u>Actual</u>	<u>%</u>	<u>Budget</u>	<u>Actual</u>	<u>%</u>
OPERATING REVENUES						
Customer Fares	\$ 12,727,700	\$ 15,683,796	123%	\$ 1,818,242	\$ 1,942,987	107%
Contract Services:						
Local Financial Assistance	4,344,017	4,346,563	100%	620,574	598,377	96%
Other Contractual Services	1,415,012	538,257	38%	202,144	75,114	37%
Advertising	644,583	549,143	85%	92,084	34,000	37%
Other Operating Income	<u>234,906</u>	<u>186,523</u>	79%	<u>39,068</u>	<u>47,400</u>	121%
Total Operating Revenues	<u>19,366,218</u>	<u>21,304,282</u>	110%	<u>2,772,112</u>	<u>2,697,878</u>	97%
NONOPERATING REVENUES						
Operating assistance grants:						
Federal	437,500	437,500	100%	62,500	62,500	100%
State of Florida	5,311,926	5,262,602	99%	761,908	751,800	99%
Local	15,848,135	15,884,160	100%	2,251,153	2,269,166	101%
Planning and other assistance grants:						
Federal - Commuter Rail Project	-	-	0%	-	-	0%
Federal - Other	10,749,882	9,071,955	84%	1,556,861	1,342,732	86%
State of Florida - Commuter Rail Project	-	-	0%	-	-	0%
State of Florida - BRT Circulator Project	-	-	0%	-	-	0%
State of Florida - Other	932,970	936,952	100%	129,475	113,285	87%
Local Matching - BRT Circulator Project	-	-	0%	-	-	0%
Local Matching - Other	-	-	0%	-	-	0%
Interest Income	87,500	32,082	37%	12,500	4,611	37%
Gain / (Loss) on the Sale of Assets	<u>-</u>	<u>(26,935)</u>	N/A	<u>-</u>	<u>(3,144)</u>	N/A
Total Nonoperating Revenues	<u>33,367,913</u>	<u>31,598,316</u>	95%	<u>4,774,397</u>	<u>4,540,950</u>	95%
Total Revenues	<u>52,734,131</u>	<u>52,902,598</u>	100%	<u>7,546,509</u>	<u>7,238,828</u>	96%
OPERATING EXPENSES						
Salaries and Wages	22,813,899	22,217,240	97%	3,214,409	3,067,456	95%
Fringe Benefits	12,707,316	12,075,028	95%	1,925,625	1,627,656	85%
Purchased Transportation Services	796,913	704,278	88%	133,256	92,185	69%
Fuel	7,578,247	7,756,853	102%	1,082,606	1,178,727	109%
Other Materials and Supplies	3,410,882	3,440,218	101%	487,778	485,307	99%
Professional Services	1,582,933	674,231	43%	223,574	88,267	39%
Other Services	2,562,283	1,829,441	71%	306,394	324,848	106%
Lease and Miscellaneous Expenses	492,882	371,824	75%	78,231	41,596	53%
Casualty and Liability Insurance	1,232,742	825,688	67%	176,106	99,570	57%
Utilities	748,707	703,930	94%	107,061	93,895	88%
Taxes and Licenses	220,108	268,234	122%	31,444	42,250	134%
Interest Expense	<u>210,899</u>	<u>144,706</u>	69%	<u>5,522</u>	<u>19,883</u>	360%
Total Operating Expenses	<u>54,357,811</u>	<u>51,011,671</u>	94%	<u>7,772,006</u>	<u>7,161,640</u>	92%
OPERATING GAIN / (LOSS)	\$ <u>(1,623,680)</u>	\$ <u>1,890,927</u>	N/A	\$ <u>(225,497)</u>	\$ <u>77,188</u>	N/A

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY
PARATRANSIT SEGMENT
STATEMENT OF REVENUES AND EXPENSES
FOR THE MONTH OF APRIL 2012 AND THE SEVEN MONTHS ENDED APRIL 30, 2012
(UNAUDITED)

	Year to Date			Month of April		
	<u>Budget</u>	<u>Actual</u>	<u>%</u>	<u>Budget</u>	<u>Actual</u>	<u>%</u>
OPERATING REVENUES						
Customer Fares	\$ 846,343	\$ 899,557	106%	\$ 120,907	\$ 140,529	116%
Contract Services:						
Local Financial Assistance	-	-	0%	-	-	0%
Other Contractual Services	4,986,583	4,632,304	93%	644,059	650,353	101%
Advertising	-	-	0%	-	-	0%
Other Operating Income	-	-	0%	-	-	0%
Total Operating Revenues	<u>5,832,926</u>	<u>5,531,861</u>	95%	<u>764,966</u>	<u>790,882</u>	103%
NONOPERATING REVENUES						
Operating assistance grants:						
Federal	-	-	0%	-	-	0%
State of Florida	-	-	0%	-	-	0%
Local	6,352,580	6,352,579	100%	907,512	907,511	100%
Planning and other assistance grants:						
Federal - Commuter Rail Project	-	-	0%	-	-	0%
Federal - Other	1,050,000	1,050,000	100%	150,000	150,000	100%
State of Florida - Commuter Rail Project	-	-	0%	-	-	0%
State of Florida - BRT Circulator Project	-	-	0%	-	-	0%
State of Florida - Other	12,858	-	N/A	6,429	-	N/A
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>7,415,438</u>	<u>7,402,579</u>	100%	<u>1,063,941</u>	<u>1,057,511</u>	99%
Total Revenues	<u>13,248,364</u>	<u>12,934,440</u>	98%	<u>1,828,907</u>	<u>1,848,393</u>	101%
OPERATING EXPENSES						
Salaries and Wages	199,843	209,119	105%	29,249	27,449	94%
Fringe Benefits	127,538	121,908	96%	18,504	15,009	81%
Purchased Transportation Services	10,713,279	11,301,410	105%	1,268,569	1,833,331	145%
Fuel	1,278,965	1,561,376	122%	182,710	262,627	144%
Other Materials and Supplies	15,750	2,033	13%	2,250	1,729	N/A
Professional Services	195,867	59,988	31%	27,981	10,033	36%
Other Services	120,143	123,027	102%	17,164	-	N/A
Lease and Miscellaneous Expenses	9,581	18,121	189%	1,368	391	29%
Casualty and Liability Insurance	-	-	0%	-	-	0%
Utilities	31,120	28,850	93%	4,445	1,924	43%
Taxes and Licenses	21,471	37,219	173%	3,068	1,651	54%
Interest Expense	-	-	0%	-	-	0%
Total Operating Expenses	<u>12,713,557</u>	<u>13,463,051</u>	106%	<u>1,555,308</u>	<u>2,154,144</u>	139%
OPERATING GAIN / (LOSS)	<u>\$ 534,807</u>	<u>\$ (528,611)</u>	N/A	<u>\$ 273,599</u>	<u>\$ (305,751)</u>	N/A

Monthly Report B: Financial Reports

To: LYNX Board of Directors

From: Blanche Sherman
-DIRECTOR OF FINANCE
Starlin Rolle
(Technical Contact)

Phone: 407.841.2279 ext: 6100

Item Name: Monthly Financial Report - March 31, 2012

Date: 5/24/2012

Please find attached the monthly financial report for the six months ending March 31, 2012. LYNX' Balance Sheets, Statement of Revenues, Expenses, and Changes in Net Assets (Operating Statement) for the six months ending March 31, 2012 reflect total revenue earned in the amount of \$56,749,817 and total expenses incurred in the amount of \$55,158,938 resulting in a net operating profit of \$1,590,879.

- Fixed route, Vanpool, and Pick-Up Line services resulted in an operating profit of \$1,813,739 for the six months of the fiscal year.
- Paratransit services resulted in an operating loss of \$(222,860) for the six months of the fiscal year.

Fixed Route Operations:

The year-to-date Operating Revenues are higher than the budget at 112%. Customer fares are at 126% of the budgeted amount year-to-date, and are 133% above the budget amount for the month of March. LYNX' ridership continues to increase into the new fiscal year. Ridership is up by 7.50% year-over-year as of March 31, 2012. If this trend continues, LYNX' ridership will reflect a greater increase for the new fiscal year.

Although LYNX has experienced a slight increase in advertising revenue for the month of March 2012, LYNX' advertising revenue year-to-date is slightly lower than anticipated. Actual revenues through March 2012 for advertising on buses, shelters, and in-kind (trade) transactions are \$480,066, \$35,077, and \$-0-, respectively. LYNX entered into a new contract with Direct Media, Incorporated, with an effective date of January 1, 2012, to further enhance LYNX' advertising program and to increase the advertising revenue stream. Direct Media's sales staff continues actively seeking new clients and working with existing clients to offer an attractive and affordable advertising program.

In an attempt to stabilize fuel cost in the future, LYNX' staff entered into a fuel hedging arrangement with Merrill Lynch Commodities, Incorporated. During the month of March 2012, LYNX locked in eighty-one percent (81%) of the total monthly purchases, resulting in cap (LYNX locked) prices higher than the future (float) prices. At this time, LYNX is 1% above the

budget year-to-date, which is primarily due to a higher than anticipated fuel consumption for LYNX' services. In the month of March, LYNX paid an average price of \$3.40 (net) per gallon for diesel fuel and \$3.18 (net) per gallon for bio-diesel, less fuel hedging gains which is slightly higher than the budgeted price of \$3.17 (net). The national diesel fuel price for the month of March 2012 was \$3.80 (net), which is an indication of continued increases in the price of fuel for LYNX throughout the year. LYNX is currently \$82,485 over the budget for the fiscal year.

LYNX' staff proactively seeks ways to maximize operational efficiencies and improve services. As a result, fixed route operating expenses for salaries, wages, and fringe benefits are under budget due to various vacancies, and less vacation, sick, and holiday pay than anticipated as of March 31, 2012. In addition, expenses related to materials and supplies, security and contact maintenance services, leases, and other miscellaneous expenses are less than budgeted.

Professional services related to various planning projects and the "Public Awareness and Multidiscipline Training", "Fast Track Training", and other training grant programs are also less than anticipated. Casualty and liability insurance expenses are under budget due to the timing of the settlement of several outstanding claims anticipated for the year.

Paratransit Operations:

The operating loss from Paratransit operations is related to the higher trips than anticipated as of March 2012. Also, Medicaid and TD revenue is less than anticipated year-to-date and for the month of March. The price of unleaded fuel for the month is higher than the budgeted and the consumption of unleaded fuel is higher than anticipated as of March 2012 due to the increase in revenue miles. The fuel is budgeted at a net price of \$2.93 (net) per gallon in the FY2012 budget. LYNX is currently paying \$3.30 (net) per gallon. The national unleaded fuel price for the month of March 2012 was \$3.59 (net). This is an indication of an anticipated increase in the price of fuel for LYNX throughout the year. However, the year-to-date purchased transportation costs are lower than the amounts budgeted. An analysis follows:

ACCESS LYNX			
FY2012	Trips (Year-to-Date)	Blended Trip Rate	Costs
Actual (with est.)	316,848	\$29.88	\$9,468,079
Budget (rounding)	298,246	\$31.67	\$9,444,710
Excess Trips/Costs	18,602	\$(1.79)	\$ 23,369

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY
BALANCE SHEETS
MARCH 31, 2012 AND 2011
(UNAUDITED)

	2012	2011
ASSETS		
CURRENT ASSETS:		
Cash and cash equivalents	\$ 23,719,681	\$ 29,613,568
Receivables:		
Local, trade and operating assistance	5,402,556	4,358,038
Federal grants	12,252,781	8,049,709
State grants	5,800,394	6,003,827
Inventory	1,447,766	1,544,815
Prepaid expenses and other assets	1,389,997	427,028
Restricted cash and cash equivalents	3,905,869	1,247,236
Deferred outflow of resources	612,600	-
Total current assets	54,531,644	51,244,221
NONCURRENT ASSETS:		
Restricted cash and cash equivalents	4,195,063	4,195,063
Property and equipment:		
Land	8,571,465	8,571,465
Buildings and shelters	87,036,128	83,813,389
Revenue vehicles	104,176,942	109,426,717
Furniture, Fixtures & Equipment	20,258,301	21,760,605
Total property and equipment	220,042,836	223,572,176
Less: accumulated depreciation	(101,215,576)	(95,475,919)
Construction in progress	13,788,906	10,466,099
Net property and equipment	132,616,166	138,562,356
Other assets	-	-
Total noncurrent assets	136,811,229	142,757,419
TOTAL ASSETS	\$ 191,342,873	\$ 194,001,640

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY
BALANCE SHEETS
MARCH 31, 2012 AND 2011
(UNAUDITED)

	<u>2012</u>	<u>2011</u>
LIABILITIES AND NET ASSETS		
CURRENT LIABILITIES:		
Accounts payable	\$ 5,293,596	\$ 5,569,962
Accrued salaries and related taxes	2,327,543	2,156,996
Accrued compensated absences	3,575,926	3,668,816
Accrued self-insurance liability, current	1,835,748	1,565,304
Leases payable, current	1,152,929	1,108,601
SIB loans payable, current	5,006,318	736,565
Deferred operating revenue	4,408,728	5,743,901
Deferred capital	3,369,119	710,487
Deferred inflow of resources	612,600	-
Total current liabilities	<u>27,582,507</u>	<u>21,260,632</u>
NONCURRENT LIABILITIES:		
Leases payable, long-term	1,816,407	2,969,336
Loans payable	3,158,478	8,164,797
Accrued self-insurance liability, long-term	3,571,896	3,073,730
Total noncurrent liabilities	<u>8,546,781</u>	<u>14,207,863</u>
Total liabilities	<u>36,129,288</u>	<u>35,468,495</u>
NET ASSETS:		
Invested in capital assets, net of related debt	125,345,434	129,679,047
Restricted	536,750	536,750
Unrestricted	29,331,401	28,317,348
Total net assets	<u>155,213,585</u>	<u>158,533,145</u>
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 191,342,873</u>	<u>\$ 194,001,640</u>

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY
STATEMENT OF REVENUES AND EXPENSES
FOR THE MONTH OF MARCH 2012 AND THE SIX MONTHS ENDED MARCH 31, 2012
(UNAUDITED)

	Year to Date			Month of March		
	<u>Budget</u>	<u>Actual</u>	<u>%</u>	<u>Budget</u>	<u>Actual</u>	<u>%</u>
OPERATING REVENUES						
Customer Fares	\$ 11,634,894	\$ 14,499,837	125%	\$ 1,939,149	\$ 2,542,405	131%
Contract Services:						
Local Financial Assistance	3,723,443	3,748,186	101%	620,573	639,076	103%
Other Contractual Services	5,555,392	4,445,094	80%	846,202	694,075	82%
Advertising	552,499	515,143	93%	92,084	71,455	78%
Other Operating Income	<u>195,838</u>	<u>139,123</u>	71%	<u>39,068</u>	<u>25,817</u>	66%
Total Operating Revenues	<u>21,662,066</u>	<u>23,347,383</u>	108%	<u>3,537,076</u>	<u>3,972,828</u>	112%
NONOPERATING REVENUES						
Operating assistance grants:						
Federal	375,000	375,000	100%	62,500	62,500	100%
State of Florida	4,550,018	4,510,802	99%	761,908	751,800	99%
Local	19,042,050	19,060,062	100%	3,158,665	3,176,677	101%
Planning and other assistance grants:						
Federal - Commuter Rail Project	-	-	0%	-	-	0%
Federal - Other	10,093,021	8,629,223	85%	1,706,861	1,449,327	85%
State of Florida - Commuter Rail Project	-	-	0%	-	-	0%
State of Florida - BRT Circulator Project	-	-	0%	-	-	0%
State of Florida - Other	809,924	823,667	102%	135,904	111,493	82%
Local Matching - BRT Circulator Project	-	-	0%	-	-	0%
Local Matching - Other	-	-	0%	-	-	0%
Interest Income	75,000	27,471	37%	12,500	4,637	37%
Gain / (Loss) on Sale of Assets	<u>-</u>	<u>(23,791)</u>	N/A	<u>-</u>	<u>(104,181)</u>	N/A
Total Nonoperating Revenues	<u>34,945,013</u>	<u>33,402,434</u>	96%	<u>5,838,338</u>	<u>5,452,253</u>	93%
Total Revenues	<u>56,607,079</u>	<u>56,749,817</u>	100%	<u>9,375,414</u>	<u>9,425,081</u>	101%
OPERATING EXPENSES						
Salaries and Wages	19,770,084	19,331,454	98%	3,243,659	3,320,654	102%
Fringe Benefits	10,890,725	10,554,271	97%	1,944,130	1,812,169	93%
Purchased Transportation Services	10,108,367	10,080,172	100%	1,401,827	1,671,427	119%
Fuel	7,591,896	7,876,875	104%	1,265,316	1,445,248	114%
Other Materials and Supplies	2,936,604	2,955,215	101%	490,029	525,588	107%
Professional Services	1,527,245	635,919	42%	251,555	217,864	87%
Other Services	2,358,868	1,627,620	69%	323,558	244,513	76%
Lease and Miscellaneous Expenses	422,864	347,958	82%	79,599	55,193	69%
Casualty and Liability Insurance	1,056,636	726,118	69%	176,106	91,458	52%
Utilities	668,321	636,961	95%	111,506	107,907	97%
Taxes and Licenses	207,067	261,552	126%	34,512	43,275	125%
Interest Expense	<u>205,377</u>	<u>124,823</u>	61%	<u>5,522</u>	<u>19,897</u>	360%
Total Operating Expenses	<u>57,744,054</u>	<u>55,158,938</u>	96%	<u>9,327,319</u>	<u>9,555,193</u>	102%
OPERATING GAIN / (LOSS)	<u>\$ (1,136,975)</u>	<u>\$ 1,590,879</u>	N/A	<u>\$ 48,095</u>	<u>\$ (130,112)</u>	N/A

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY
FIXED-ROUTE, VANPOOL AND PICK-UP LINE SEGMENT
STATEMENT OF REVENUES AND EXPENSES
FOR THE MONTH OF MARCH 2012 AND THE SIX MONTHS ENDED MARCH 31, 2012
(UNAUDITED)

	Year to Date			Month of March		
	<u>Budget</u>	<u>Actual</u>	<u>%</u>	<u>Budget</u>	<u>Actual</u>	<u>%</u>
OPERATING REVENUES						
Customer Fares	\$ 10,909,458	\$ 13,740,809	126%	\$ 1,818,243	\$ 2,421,586	133%
Contract Services:						
Local Financial Assistance	3,723,443	3,748,186	101%	620,573	639,076	103%
Other Contractual Services	1,212,868	463,143	38%	202,143	35,756	18%
Advertising	552,499	515,143	93%	92,084	71,455	78%
Other Operating Income	<u>195,838</u>	<u>139,123</u>	71%	<u>39,068</u>	<u>25,817</u>	66%
Total Operating Revenues	<u>16,594,106</u>	<u>18,606,404</u>	112%	<u>2,772,111</u>	<u>3,193,690</u>	115%
NONOPERATING REVENUES						
Operating assistance grants:						
Federal	375,000	375,000	100%	62,500	62,500	100%
State of Florida	4,550,018	4,510,802	99%	761,908	751,800	99%
Local	13,596,982	13,614,994	100%	2,251,152	2,269,165	101%
Planning and other assistance grants:						
Federal - Commuter Rail Project	-	-	0%	-	-	0%
Federal - Other	9,193,021	7,729,223	84%	1,556,861	1,299,327	83%
State of Florida - Commuter Rail Project	-	-	0%	-	-	0%
State of Florida - BRT Circulator Project	-	-	0%	-	-	0%
State of Florida - Other	803,495	823,667	103%	129,475	111,493	86%
Local Matching - BRT Circulator Project	-	-	0%	-	-	0%
Local Matching - Other	-	-	0%	-	-	0%
Interest Income	75,000	27,471	37%	12,500	4,637	37%
Gain / (Loss) on the Sale of Assets	<u>-</u>	<u>(23,791)</u>	N/A	<u>-</u>	<u>(104,181)</u>	N/A
Total Nonoperating Revenues	<u>28,593,516</u>	<u>27,057,366</u>	95%	<u>4,774,396</u>	<u>4,394,741</u>	92%
Total Revenues	<u>45,187,622</u>	<u>45,663,770</u>	101%	<u>7,546,507</u>	<u>7,588,431</u>	101%
OPERATING EXPENSES						
Salaries and Wages	19,599,490	19,149,784	98%	3,214,410	3,284,018	102%
Fringe Benefits	10,781,691	10,447,372	97%	1,925,626	1,793,430	93%
Purchased Transportation Services	663,657	612,093	92%	133,257	103,835	78%
Fuel	6,495,641	6,578,126	101%	1,082,606	1,193,455	110%
Other Materials and Supplies	2,923,104	2,954,911	101%	487,779	525,588	108%
Professional Services	1,359,359	585,964	43%	223,574	209,811	94%
Other Services	2,255,889	1,504,593	67%	306,394	244,513	80%
Lease and Miscellaneous Expenses	414,651	330,228	80%	78,231	54,983	70%
Casualty and Liability Insurance	1,056,636	726,118	69%	176,106	91,458	52%
Utilities	641,646	610,035	95%	107,061	103,738	97%
Taxes and Licenses	188,664	225,984	120%	31,444	35,974	114%
Interest Expense	<u>205,377</u>	<u>124,823</u>	61%	<u>5,522</u>	<u>19,897</u>	360%
Total Operating Expenses	<u>46,585,805</u>	<u>43,850,031</u>	94%	<u>7,772,010</u>	<u>7,660,700</u>	99%
OPERATING GAIN / (LOSS)	<u>\$ (1,398,183)</u>	<u>\$ 1,813,739</u>	N/A	<u>\$ (225,503)</u>	<u>\$ (72,269)</u>	N/A

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY
PARATRANSIT SEGMENT
STATEMENT OF REVENUES AND EXPENSES
FOR THE MONTH OF MARCH 2012 AND THE SIX MONTHS ENDED MARCH 31, 2012
(UNAUDITED)

	Year to Date			Month of March		
	<u>Budget</u>	<u>Actual</u>	<u>%</u>	<u>Budget</u>	<u>Actual</u>	<u>%</u>
OPERATING REVENUES						
Customer Fares	\$ 725,436	\$ 759,028	105%	\$ 120,906	\$ 120,819	100%
Contract Services:						
Local Financial Assistance	-	-	0%	-	-	0%
Other Contractual Services	4,342,524	3,981,951	92%	644,059	658,319	102%
Advertising	-	-	0%	-	-	0%
Other Operating Income	-	-	0%	-	-	0%
Total Operating Revenues	<u>5,067,960</u>	<u>4,740,979</u>	94%	<u>764,965</u>	<u>779,138</u>	102%
NONOPERATING REVENUES						
Operating assistance grants:						
Federal	-	-	0%	-	-	0%
State of Florida	-	-	0%	-	-	0%
Local	5,445,068	5,445,068	100%	907,513	907,512	100%
Planning and other assistance grants:						
Federal - Commuter Rail Project	-	-	0%	-	-	0%
Federal - Other	900,000	900,000	100%	150,000	150,000	100%
State of Florida - Commuter Rail Project	-	-	0%	-	-	0%
State of Florida - BRT Circulator Project	-	-	0%	-	-	0%
State of Florida - Other	6,429	-	N/A	6,429	-	N/A
Local Matching - BRT Circulator Project	-	-	0%	-	-	0%
Local Matching - Other	-	-	0%	-	-	0%
Interest Income	-	-	0%	-	-	0%
Gain / (Loss) on the Sale of Assets	-	-	0%	-	-	0%
Total Nonoperating Revenues	<u>6,351,497</u>	<u>6,345,068</u>	100%	<u>1,063,942</u>	<u>1,057,512</u>	99%
Total Revenues	<u>11,419,457</u>	<u>11,086,047</u>	97%	<u>1,828,907</u>	<u>1,836,650</u>	100%
OPERATING EXPENSES						
Salaries and Wages	170,594	181,670	106%	29,249	36,636	125%
Fringe Benefits	109,034	106,899	98%	18,504	18,739	101%
Purchased Transportation Services	9,444,710	9,468,079	100%	1,268,570	1,567,592	124%
Fuel	1,096,255	1,298,749	118%	182,710	251,793	138%
Other Materials and Supplies	13,500	304	2%	2,250	-	N/A
Professional Services	167,886	49,955	30%	27,981	8,053	29%
Other Services	102,979	123,027	119%	17,164	-	N/A
Lease and Miscellaneous Expenses	8,213	17,730	216%	1,368	210	15%
Casualty and Liability Insurance	-	-	0%	-	-	0%
Utilities	26,675	26,926	101%	4,445	4,169	94%
Taxes and Licenses	18,403	35,568	193%	3,068	7,301	238%
Interest Expense	-	-	0%	-	-	0%
Total Operating Expenses	<u>11,158,249</u>	<u>11,308,907</u>	101%	<u>1,555,309</u>	<u>1,894,493</u>	122%
OPERATING GAIN / (LOSS)	<u>\$ 261,208</u>	<u>\$ (222,860)</u>	N/A	<u>\$ 273,598</u>	<u>\$ (57,843)</u>	N/A

Monthly Report C: LYNX American Recovery and Reinvestment Act Project Status Report

To: LYNX Board of Directors

From: Rudolph Walter
DIRECTOR OF PLANNING
Andrea Ostrodka
(Technical Contact)

Phone: 407.841.2279 ext: 6009

Item Name: LYNX American Recovery and Reinvestment Act Project Status Report

Date: 5/24/2012

LYNX received over \$31.5 million in a 2009 American Recovery and Reinvestment Act Grant. Of the 19 projects approved in this grant, 12 are substantially completed and the majority of the remaining projects are well underway. As of March 31, 2012, LYNX has encumbered \$26,095,789.11 or 82.8% of the award. A total of \$25,165,589.40, or 79.8% of the work has been completed and paid out. Individual projects currently underway include the joint procurement with FDOT of fare collection equipment and engineering of the Kissimmee Transfer Facility.

LYNX anticipates approximately \$3.8 Million in savings from ARRA projects completed under budget. LYNX is working with the Federal Transit Administration to reallocate savings to acquire additional paratransit vehicles and real-time information. All ARRA projects must be completed by September 30, 2013.

LYNX submitted the quarterly 1512 report to the FTA on April 10, 2012 and the Milestone Progress Review report on April 30, 2012. LYNX completed and submitted the 1201(c) ARRA Annual Report to FTA on February 17, 2012. The next quarterly report is due July 10, 2012 for the quarter ending June 30.



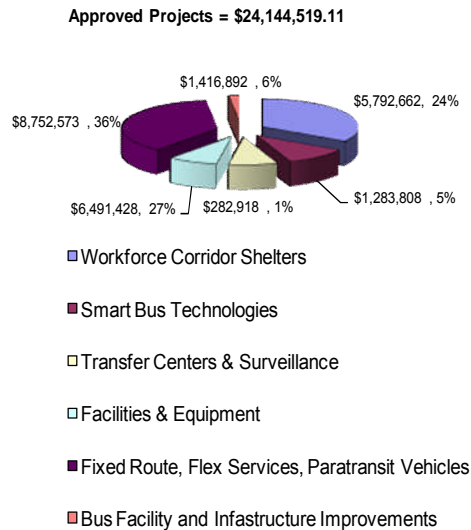
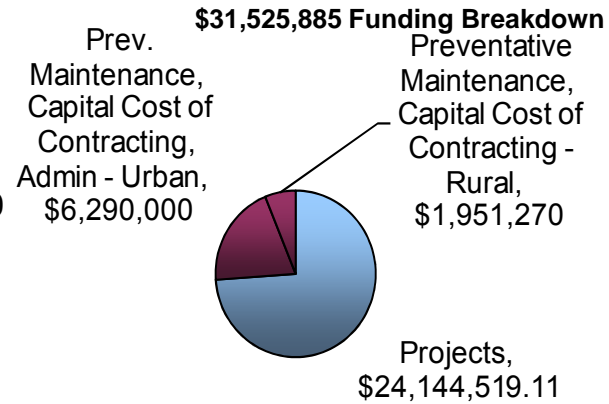
LYNX

American Recovery & Reinvestment Act (ARRA) TOTAL AWARDED: \$31,525,885 March 31, 2012 STATUS

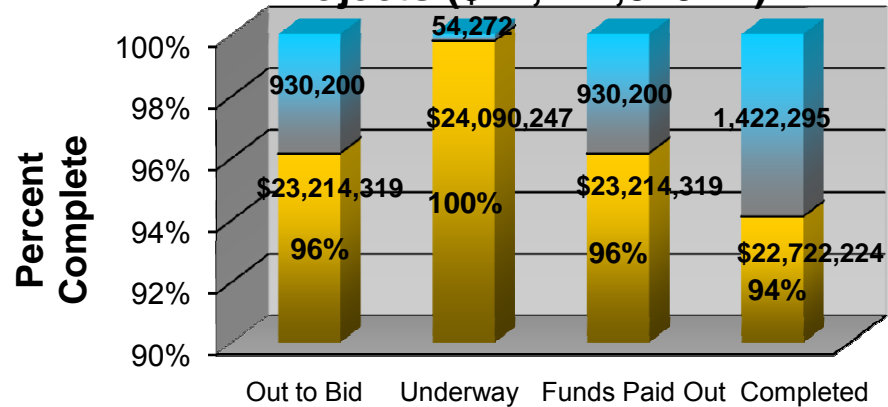


LYNX & LYNX Contractors using ARRA Funding:

Total ARRA Funds Paid Out (Urban & Rural): \$25,165,589.40
Number of Direct On-Project Jobs Created/Retained = 1,071



Recovery Act Funds Associated With Projects (\$24,144,519.11)



Stage of Completion

■ Remaining ■ Completed

Note: The above Progress Chart reflects Cumulative, Per-Project Amounts (not per-contract amounts). Completed amounts shown in each subsequent stage are first shown in the previous stage (for example, in order for a project to be "Underway" it is also "Out to Bid" and "Under Contract").

Monthly Report D: Ridership Report

To: LYNX Board of Directors

From: Rudolph Walter
 DIRECTOR OF PLANNING
 Jerry Bryan
 (Technical Contact)

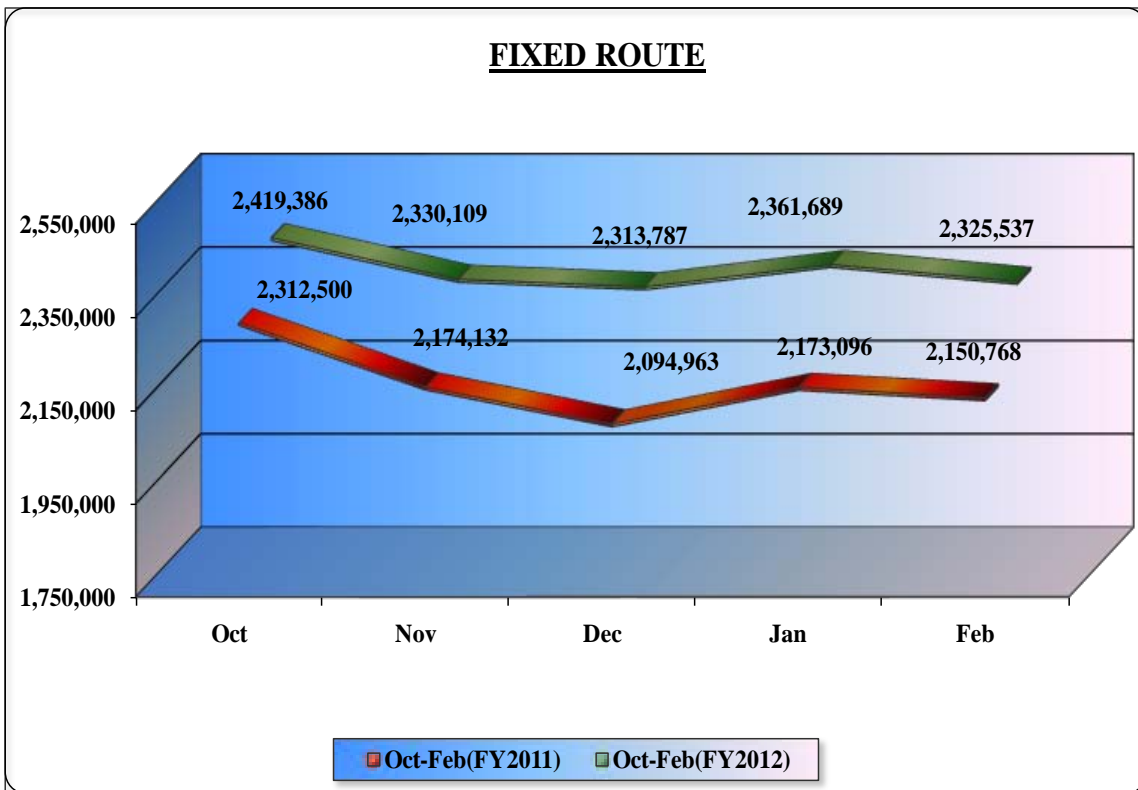
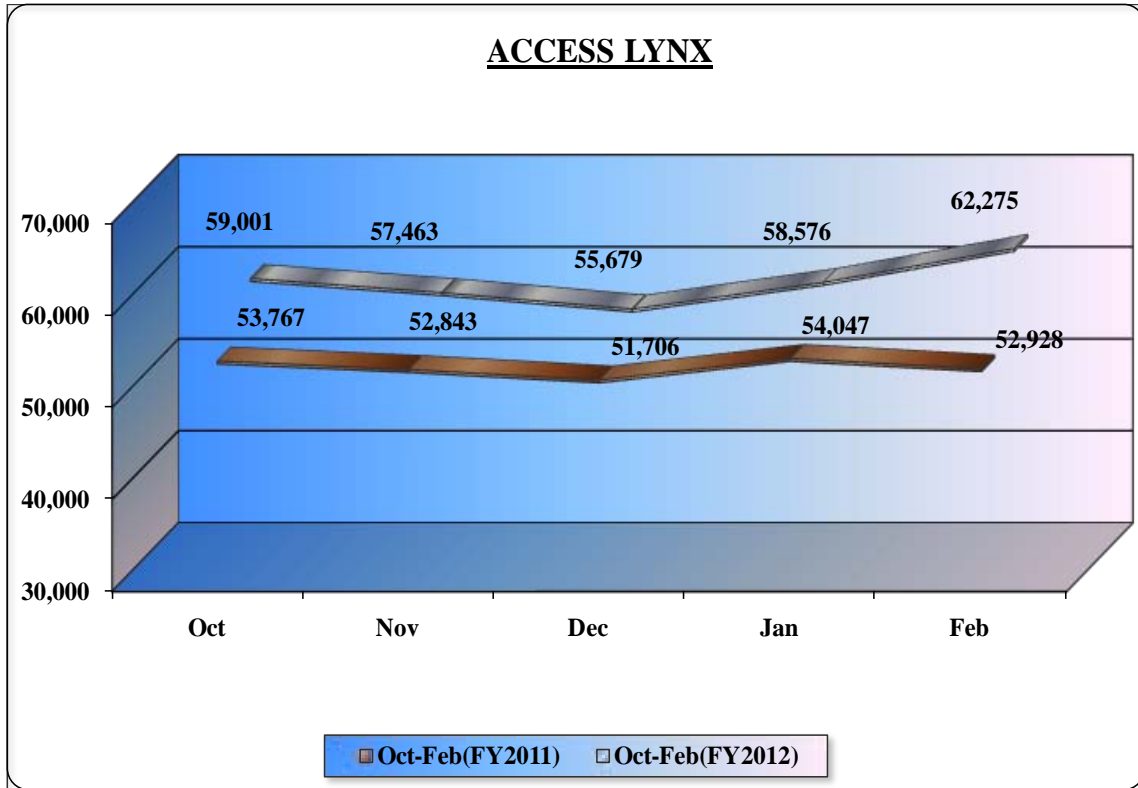
Phone: 407.841.2279 ext: 6009

Item Name: Ridership Reports for February & March (Final) and April (Draft) 2012

Date: 5/24/2012

Year to date (October - February) Final

<i>Service Mode</i>	<i>Oct-Feb(FY2011)</i>	<i>Oct-Feb(FY2012)</i>	<i>% Change</i>
LYMMO	442,763	372,789	-15.80%
Fixed Route	10,404,673	11,317,961	8.78%
Pick Up Line	58,023	59,758	2.99%
SUBTOTAL - FIXED ROUTE	10,905,459	11,750,508	7.75%
Special Shuttles	37,127	859	-97.69%
ACCESS LYNX	265,291	292,994	10.44%
Van Pool	79,802	83,122	4.16%
SUBTOTAL - OTHER SERVICES	382,220	376,975	-1.37%
TOTAL ALL SERVICES	11,287,679	12,127,483	7.44%



Average Daily Ridership by Mode

<i>Service Mode</i>	<i>Day</i>	<i>February-11</i>	<i>February-12</i>	<i>% Change</i>
LYMMO	Weekday	3,178	3,045	-4.19%
	Saturday	1,313	1,325	0.86%
	Sunday	956	904	-5.39%
All Other Links	Weekday	84,651	88,261	4.26%
	Saturday	59,430	62,403	5.00%
	Sunday	33,646	34,429	2.33%
Total Fixed Route	Weekday	87,829	91,306	3.96%
	Saturday	60,743	63,728	4.91%
	Sunday	34,601	35,333	2.11%
ACCESS LYNX	Weekday	2,898	3,043	5.01%
	Saturday	1,241	1,296	4.43%
	Sunday	377	376	-0.13%
Pick Up Line	Weekday	537	501	-6.68%
	Saturday	327	336	2.60%
Van Pool	Weekday	751	717	-4.58%
	Saturday	100	159	59.80%
	Sunday	107	156	46.48%
TOTAL LYNX SERVICES	Weekday	92,016	95,568	3.86%
	Saturday	62,411	65,519	4.98%
	Sunday	35,084	35,865	2.22%

The following new links began service in August 2011:

Fastlink 441 - Limited stop express service from Osceola Square Mall to LCS via OBT

Fastlink 17/92 - Limited stop express service from Seminole Center to LCS via 17/92

The following new links began service in December 2011:

Link 104 - East Colonial

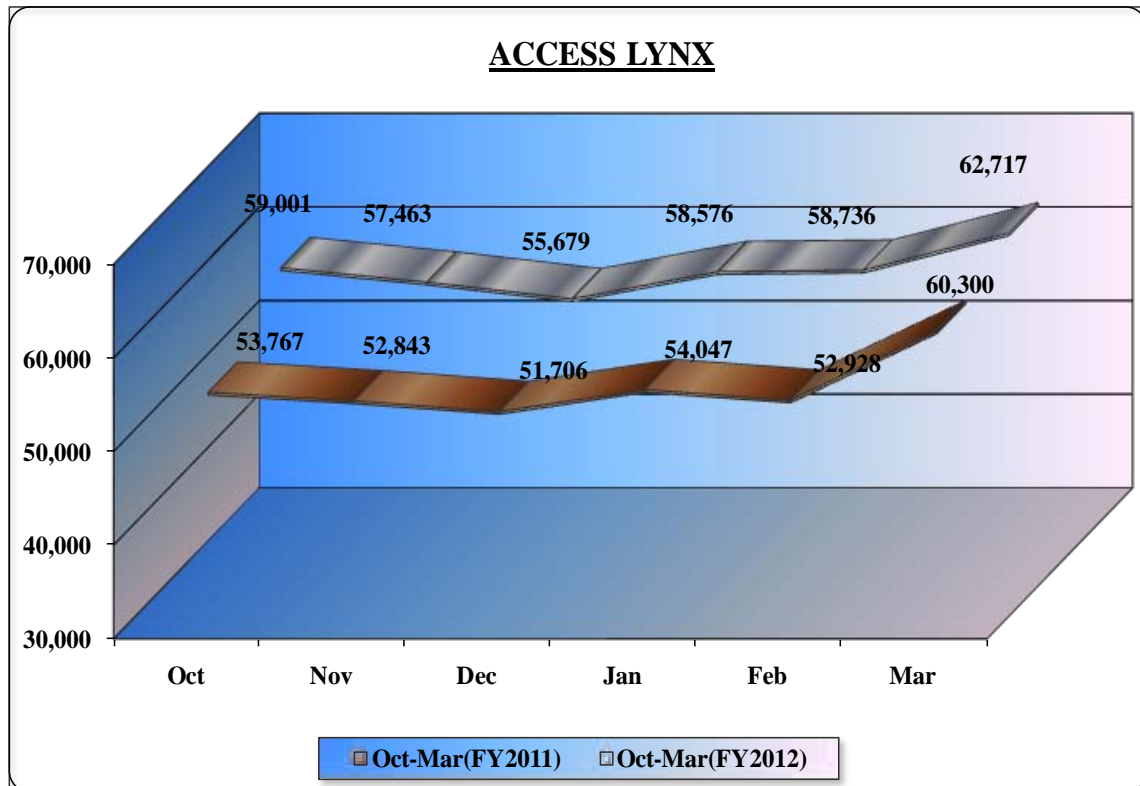
Link 105 – West Colonial

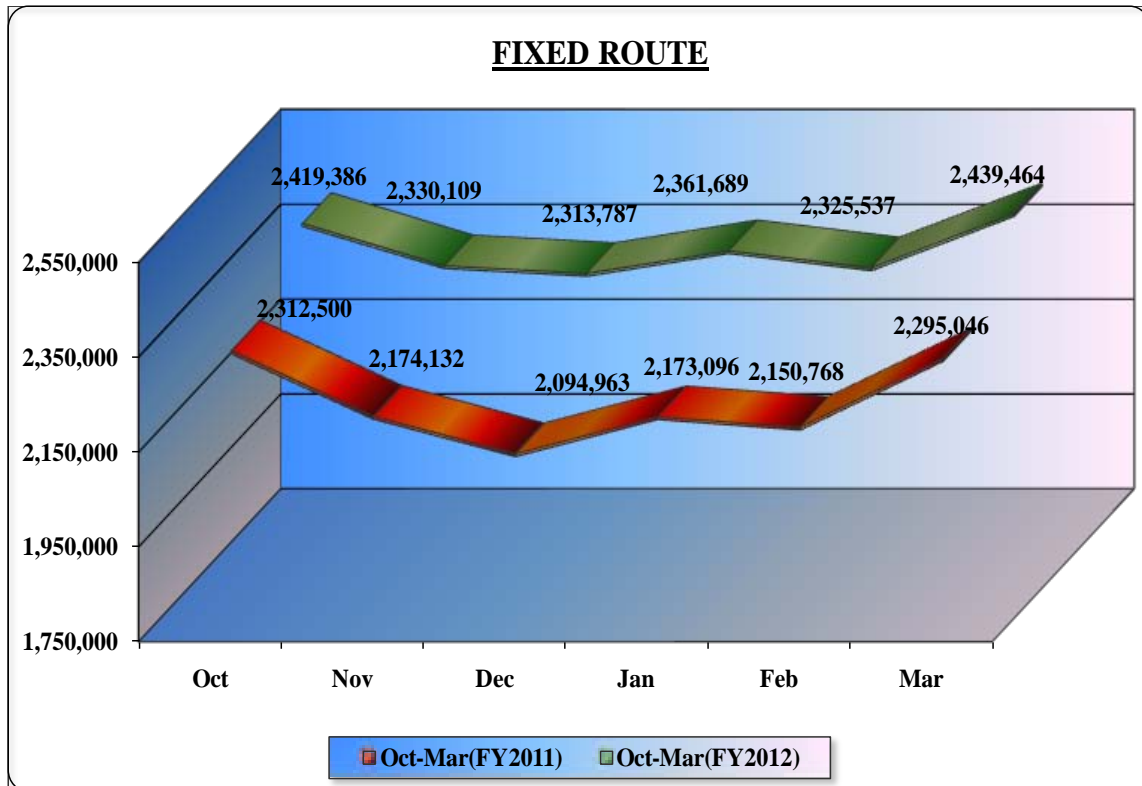
LYNX Monthly Ridership

Fiscal Year 2012													
<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	81,115	74,997	70,620	73,192	72,865								372,789
Fixed Route	2,325,994	2,243,145	2,231,487	2,276,526	2,240,809								11,317,961
Pick Up Line	12,277	11,967	11,680	11,971	11,863								59,758
SUBTOTAL - FIXED ROUTE	2,419,386	2,330,109	2,313,787	2,361,689	2,325,537								11,750,508
Special Shuttles	-	121	1	86	651								859
ACCESS LYNX	59,001	57,463	55,679	58,576	62,275								292,994
Van Pool	17,228	16,648	14,962	17,131	17,153								83,122
SUBTOTAL - OTHER SERVICES	76,229	74,232	70,642	75,793	80,079								376,975
TOTAL ALL SERVICES	2,495,615	2,404,341	2,384,429	2,437,482	2,405,616								12,127,483
% Change From Fiscal Year 2011 To Fiscal Year 2012													
<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	-20.8%	-27.3%	-16.7%	-8.3%	0.3%								-15.8%
Fixed Route	5.8%	8.9%	11.6%	9.4%	8.5%								8.8%
Pick Up Line	5.5%	10.3%	3.5%	-2.0%	-1.5%								3.0%
SUBTOTAL - FIXED ROUTE	4.6%	7.2%	10.4%	8.7%	8.1%								7.7%
Special Shuttles	-100.0%	-98.4%	-100.0%	-99.6%									-97.7%
ACCESS LYNX	9.7%	8.7%	7.7%	8.4%	17.7%								10.4%
Van Pool	4.7%	6.9%	1.1%	0.0%	8.2%								4.2%
SUBTOTAL - OTHER SERVICES	8.5%	-2.1%	-6.1%	-17.8%	16.4%								-1.4%
TOTAL ALL SERVICES	4.7%	6.9%	9.9%	7.6%	8.4%								7.4%
Fiscal Year 2011													
<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	102,397	103,140	84,775	79,809	72,642	82,411	82,094	81,526	83,348	78,536	85,554	78,289	1,014,521
Fixed Route	2,198,468	2,060,142	1,998,905	2,081,077	2,066,081	2,199,619	2,236,690	2,200,645	2,154,317	2,157,696	2,295,501	2,295,260	25,944,401
Pick Up Line	11,635	10,850	11,283	12,210	12,045	13,016	13,015	11,612	12,081	10,858	12,933	12,718	144,256
SUBTOTAL - FIXED ROUTE	2,312,500	2,174,132	2,094,963	2,173,096	2,150,768	2,295,046	2,331,799	2,293,783	2,249,746	2,247,090	2,393,988	2,386,267	27,103,178
Special Shuttles	13	7,370	8,696	21,048	0	0	51	45	13	0	0	0	37,236
ACCESS LYNX	53,767	52,843	51,706	54,047	52,928	60,300	56,316	58,137	59,000	57,139	61,846	58,884	676,913
Van Pool	16,454	15,574	14,798	17,124	15,852	18,358	16,927	18,074	18,572	16,588	19,510	18,028	205,859
SUBTOTAL - OTHER SERVICES	70,234	75,787	75,200	92,219	68,780	78,658	73,294	76,256	77,585	73,727	81,356	76,912	920,008
TOTAL ALL SERVICES	2,382,734	2,249,919	2,170,163	2,265,315	2,219,548	2,373,704	2,405,093	2,370,039	2,327,331	2,320,817	2,475,344	2,463,179	28,023,186

Year to date (October - March) Final

<i>Service Mode</i>	<i>Oct-Mar(FY2011)</i>	<i>Oct-Mar(FY2012)</i>	<i>% Change</i>
LYMMO	525,174	444,897	-15.29%
Fixed Route	12,604,292	13,673,333	8.48%
Pick Up Line	71,039	71,742	0.99%
SUBTOTAL - FIXED ROUTE	13,200,505	14,189,972	7.50%
Special Shuttles	37,127	1,207	-96.75%
ACCESS LYNX	325,591	352,172	8.16%
Van Pool	98,160	100,846	2.74%
SUBTOTAL - OTHER SERVICES	460,878	454,225	-1.44%
TOTAL ALL SERVICES	13,661,383	14,644,197	7.19%





Average Daily Ridership by Mode

<i>Service Mode</i>	<i>Day</i>	<i>March-11</i>	<i>March-12</i>	<i>% Change</i>
LYMMO	Weekday	3,201	2,837	-11.39%
	Saturday	1,289	1,209	-6.22%
	Sunday	908	915	0.80%
All Other Links	Weekday	79,646	86,542	8.66%
	Saturday	58,127	61,369	5.58%
	Sunday	33,712	33,902	0.57%
Total Fixed Route	Weekday	82,847	89,379	7.88%
	Saturday	59,416	62,578	5.32%
	Sunday	34,619	34,817	0.57%
ACCESS LYNX	Weekday	2,888	3,025	4.73%
	Saturday	1,240	1,322	6.63%
	Sunday	390	385	-1.28%
Pick Up Line	Weekday	512	475	-7.23%
	Saturday	276	308	11.42%
Van Pool	Weekday	766	725	-5.31%
	Saturday	91	171	88.19%
	Sunday	96	147	53.93%
TOTAL <i>LYNX</i> <i>SERVICES</i>	Weekday	87,013	93,604	7.57%
	Saturday	61,024	64,380	5.50%
	Sunday	35,104	35,349	0.70%

The following new links began service in August 2011:

Fastlink 441 - Limited stop express service from Osceola Square Mall to LCS via OBT

Fastlink 17/92 - Limited stop express service from Seminole Center to LCS via 17/92

The following new links began service in December 2011:

Link 104 - East Colonial

Link 105 – West Colonial

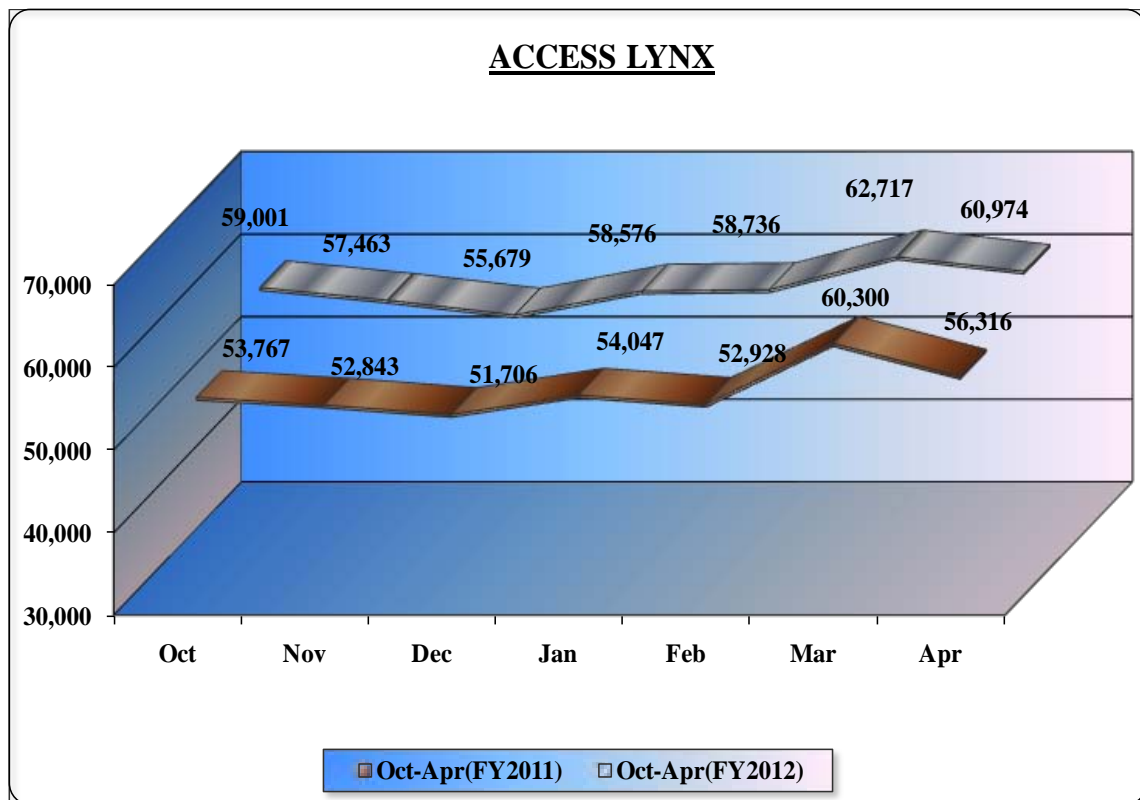
Link 445: Apopka to West Oaks Mall

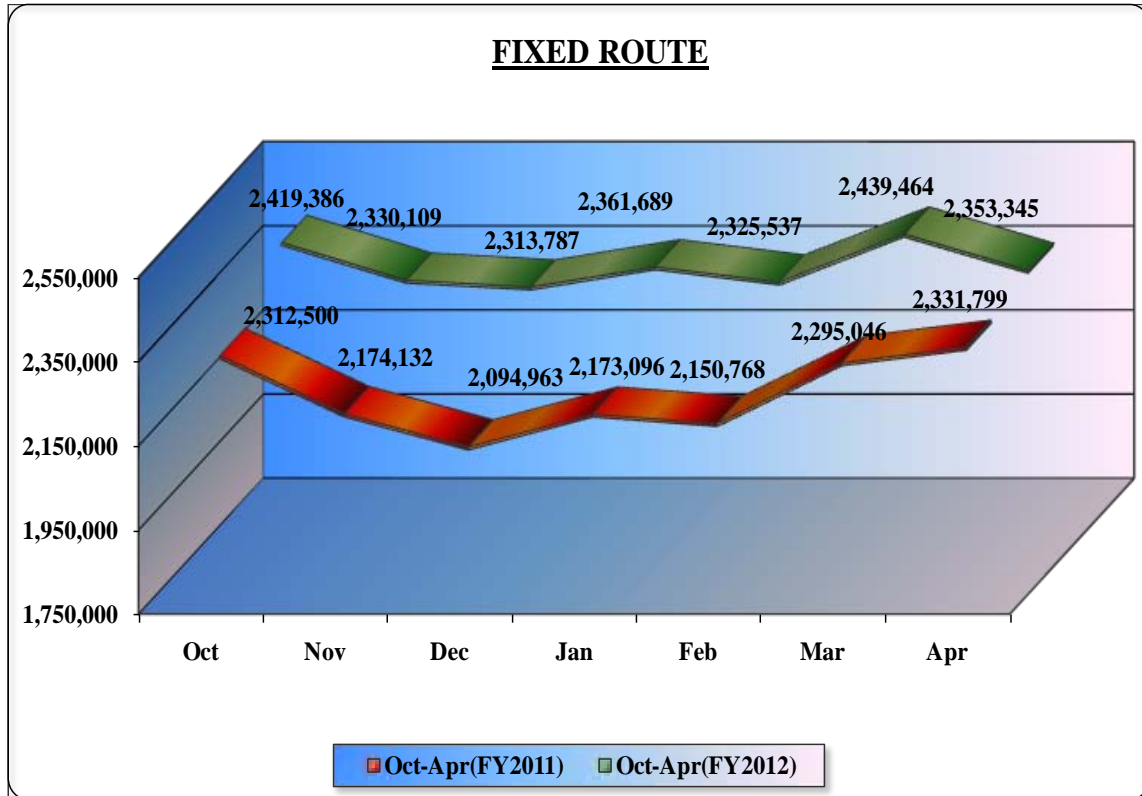
LYNX Monthly Ridership

Fiscal Year 2012													
<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	81,115	74,997	70,620	73,192	72,865	72,108							444,897
Fixed Route	2,325,994	2,243,145	2,231,487	2,276,526	2,240,809	2,355,372							13,673,333
Pick Up Line	12,277	11,967	11,680	11,971	11,863	11,984							71,742
SUBTOTAL - FIXED ROUTE	2,419,386	2,330,109	2,313,787	2,361,689	2,325,537	2,439,464							14,189,972
Special Shuttles	-	121	1	86	651	348							1,207
ACCESS LYNX	59,001	57,463	55,679	58,576	58,736	62,717							352,172
Van Pool	17,228	16,648	14,962	17,131	17,332	17,545							100,846
SUBTOTAL - OTHER SERVICES	76,229	74,232	70,642	75,793	76,719	80,610							454,225
TOTAL ALL SERVICES	2,495,615	2,404,341	2,384,429	2,437,482	2,402,256	2,520,074							14,644,197
% Change From Fiscal Year 2011 To Fiscal Year 2012													
<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	-20.8%	-27.3%	-16.7%	-8.3%	0.3%	-12.5%							-15.3%
Fixed Route	5.8%	8.9%	11.6%	9.4%	8.5%	7.1%							8.5%
Pick Up Line	5.5%	10.3%	3.5%	-2.0%	-1.5%	-7.9%							1.0%
SUBTOTAL - FIXED ROUTE	4.6%	7.2%	10.4%	8.7%	8.1%	6.3%							7.5%
Special Shuttles	-100.0%	-98.4%	-100.0%	-99.6%									-96.7%
ACCESS LYNX	9.7%	8.7%	7.7%	8.4%	11.0%	4.0%							8.2%
Van Pool	4.7%	6.9%	1.1%	0.0%	9.3%	-4.4%							2.7%
SUBTOTAL - OTHER SERVICES	8.5%	-2.1%	-6.1%	-17.8%	11.5%	2.5%							-1.4%
TOTAL ALL SERVICES	4.7%	6.9%	9.9%	7.6%	8.2%	6.2%							7.2%
Fiscal Year 2011													
<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	102,397	103,140	84,775	79,809	72,642	82,411	82,094	81,526	83,348	78,536	85,554	78,289	1,014,521
Fixed Route	2,198,468	2,060,142	1,998,905	2,081,077	2,066,081	2,199,619	2,236,690	2,200,645	2,154,317	2,157,696	2,295,501	2,295,260	25,944,401
Pick Up Line	11,635	10,850	11,283	12,210	12,045	13,016	13,015	11,612	12,081	10,858	12,933	12,718	144,256
SUBTOTAL - FIXED ROUTE	2,312,500	2,174,132	2,094,963	2,173,096	2,150,768	2,295,046	2,331,799	2,293,783	2,249,746	2,247,090	2,393,988	2,386,267	27,103,178
Special Shuttles	13	7,370	8,696	21,048	0	0	51	45	13	0	0	0	37,236
ACCESS LYNX	53,767	52,843	51,706	54,047	52,928	60,300	56,316	58,137	59,000	57,139	61,846	58,884	676,913
Van Pool	16,454	15,574	14,798	17,124	15,852	18,358	16,927	18,074	18,572	16,588	19,510	18,028	205,859
SUBTOTAL - OTHER SERVICES	70,234	75,787	75,200	92,219	68,780	78,658	73,294	76,256	77,585	73,727	81,356	76,912	920,008
TOTAL ALL SERVICES	2,382,734	2,249,919	2,170,163	2,265,315	2,219,548	2,373,704	2,405,093	2,370,039	2,327,331	2,320,817	2,475,344	2,463,179	28,023,186

Year to date (October - April) Draft

<i>Service Mode</i>	<i>Oct-Apr(FY2011)</i>	<i>Oct-Apr(FY2012)</i>	<i>% Change</i>
LYMMO	607,268	517,883	-14.72%
Fixed Route	14,840,982	15,942,216	7.42%
Pick Up Line	84,054	83,218	-0.99%
SUBTOTAL - FIXED ROUTE	15,532,304	16,543,317	6.51%
Special Shuttles	37,178	1,353	-96.36%
ACCESS LYNX	381,907	413,146	8.18%
Van Pool	115,087	118,590	3.04%
SUBTOTAL - OTHER SERVICES	534,172	533,089	-0.20%
TOTAL ALL SERVICES	16,066,476	17,076,406	6.29%





Average Daily Ridership by Mode

<i>Service Mode</i>	<i>Day</i>	<i>April-11</i>	<i>April-12</i>	<i>% Change</i>
LYMMO	Weekday	3,412	3,026	-11.30%
	Saturday	1,311	1,115	-15.00%
	Sunday	972	995	2.32%
All Other Links	Weekday	85,633	88,148	2.94%
	Saturday	60,163	60,041	-0.20%
	Sunday	34,396	35,515	3.25%
Total Fixed Route	Weekday	89,045	91,174	2.39%
	Saturday	61,474	61,156	-0.52%
	Sunday	35,368	36,510	3.23%
ACCESS LYNX	Weekday	2,892	3,087	6.75%
	Saturday	1,251	1,329	6.22%
	Sunday	452	463	2.59%
Pick Up Line	Weekday	547	497	-9.08%
	Saturday	331	385	16.16%
Van Pool	Weekday	756	702	-7.16%
	Saturday	125	135	8.17%
	Sunday	108	192	78.14%
TOTAL LYNX SERVICES	Weekday	93,239	95,460	2.38%
	Saturday	63,181	63,004	-0.28%
	Sunday	35,927	37,164	3.44%

The following new links began service in August 2011:

- Fastlink 441 - Limited stop express service from Osceola Square Mall to LCS via OBT
- Fastlink 17/92 - Limited stop express service from Seminole Center to LCS via 17/92

The following new links began service in December 2011:

- Link 104 - East Colonial
- Link 105 - West Colonial
- Link 445 - Apopka to West Oaks Mall

LYNX Monthly Ridership

Fiscal Year 2012													
<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	81,115	74,997	70,620	73,192	72,865	72,108	72,986						517,883
Fixed Route	2,325,994	2,243,145	2,231,487	2,276,526	2,240,809	2,355,372	2,268,883						15,942,216
Pick Up Line	12,277	11,967	11,680	11,971	11,863	11,984	11,476						83,218
SUBTOTAL - FIXED ROUTE	2,419,386	2,330,109	2,313,787	2,361,689	2,325,537	2,439,464	2,353,345						16,543,317
Special Shuttles	-	121	1	86	651	348	146						1,353
ACCESS LYNX	59,001	57,463	55,679	58,576	58,736	62,717	60,974						413,146
VanPlan	17,228	16,648	14,962	17,131	17,332	17,985	17,304						118,590
SUBTOTAL - OTHER SERVICES	76,229	74,232	70,642	75,793	76,719	81,050	78,424						533,089
TOTAL ALL SERVICES	2,495,615	2,404,341	2,384,429	2,437,482	2,402,256	2,520,514	2,431,769						17,076,406
% Change From Fiscal Year 2011 To Fiscal Year 2012													
<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	-20.8%	-27.3%	-16.7%	-8.3%	0.3%	-12.5%	-11.1%						-14.7%
Fixed Route	5.8%	8.9%	11.6%	9.4%	8.5%	7.1%	1.4%						7.4%
Pick Up Line	5.5%	10.3%	3.5%	-2.0%	-1.5%	-7.9%	-11.8%						-1.0%
SUBTOTAL - FIXED ROUTE	4.6%	7.2%	10.4%	8.7%	8.1%	6.3%	0.9%						6.5%
Special Shuttles	-100.0%	-98.4%	-100.0%	-99.6%			186.3%						-96.4%
ACCESS LYNX	9.7%	8.7%	7.7%	8.4%	11.0%	4.0%	8.3%						8.2%
VanPlan	4.7%	6.9%	1.1%	0.0%	9.3%	-2.0%	2.2%						3.0%
SUBTOTAL - OTHER SERVICES	8.5%	-2.1%	-6.1%	-17.8%	11.5%	3.0%	7.0%						-0.2%
TOTAL ALL SERVICES	4.7%	6.9%	9.9%	7.6%	8.2%	6.2%	1.1%						6.3%
Fiscal Year 2011													
<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	102,397	103,140	84,775	79,809	72,642	82,411	82,094	81,526	83,348	78,536	85,554	78,289	1,014,521
Fixed Route	2,198,468	2,060,142	1,998,905	2,081,077	2,066,081	2,199,619	2,236,690	2,200,645	2,154,317	2,157,696	2,295,501	2,295,260	25,944,401
Pick Up Line	11,635	10,850	11,283	12,210	12,045	13,016	13,015	11,612	12,081	10,858	12,933	12,718	144,256
SUBTOTAL - FIXED ROUTE	2,312,500	2,174,132	2,094,963	2,173,096	2,150,768	2,295,046	2,331,799	2,293,783	2,249,746	2,247,090	2,393,988	2,386,267	27,103,178
Special Shuttles	13	7,370	8,696	21,048	0	0	51	45	13	0	0	0	37,236
ACCESS LYNX	53,767	52,843	51,706	54,047	52,928	60,300	56,316	58,137	59,000	57,139	61,846	58,884	676,913
VanPlan	16,454	15,574	14,798	17,124	15,852	18,358	16,927	18,074	18,572	16,588	19,510	18,028	205,859
SUBTOTAL - OTHER SERVICES	70,234	75,787	75,200	92,219	68,780	78,658	73,294	76,256	77,585	73,727	81,356	76,912	920,008
TOTAL ALL SERVICES	2,382,734	2,249,919	2,170,163	2,265,315	2,219,548	2,373,704	2,405,093	2,370,039	2,327,331	2,320,817	2,475,344	2,463,179	28,023,186

Monthly Report E: Planning and Development Report

To: LYNX Board of Directors

From: Rudolph Walter
DIRECTOR OF PLANNING
Catherine Porter
(Technical Contact)

Phone: 407.841.2279 ext: 6009

Item Name: Planning and Development Report

Date: 5/24/2012

FlexBus

LYNX has issued the contract and work order to Transystems to begin the update of the design of the FlexBus system. The project kick-off meeting was held with the consultant and the project team on Wednesday, April 25, 2012. This work is to lead to a deployed demonstration of the system in revenue service operating in the area of the cities of Altamonte Springs, Casselberry, Longwood, and Maitland. The deployment is scheduled to occur approximately six months prior to the beginning of SunRail service, as SunRail will be one of the trip generators. The current FlexBus start up is expected in January of 2014. Transystems will work with LYNX and each of the cities to locate FlexBus stops at key trip generators and attractions, estimate the ridership between all stations, size the system to accommodate this ridership, and then design and deploy the technology to support the operation of the system.

GIS

GIS staff is updating the data structures and the information displayed at LYNX' Interactive Maps designed and published using GIS server technology and Flex Viewer. All the applications and data were migrated to a new, faster machine and the GIS staff is working with the hosting site (Data Transfer Solutions) on improving the connectivity to the machine for timely data updates.

LYNX and the project team from Trans Systems are working on the LYNX GIS Strategic plan project. The work in the project is progressing according to the adopted schedule: the project team has met for two of the planned four project meetings, and all surveys requested from LYNX departments and divisions have been collected and analyzed. The project completion date is July 30, 2012

LYNX GIS coordinator attended the Southeast Regional ESRI Users Group in Orlando FL between April 30th and May 2nd. The attendance at this GIS forum was sponsored by Central Florida GIS Workshop and LYNX presented on the completed TBEST implementation project.

Staff from GIS and Service Planning combined their efforts and produced all of the required modeling information for the major TDP update in 2012. Strategic Planning is the lead for this project, which will be presented to the Board in July.

MORETMCC

All ACCESS LYNX customers have been notified by mail of the internet system available for reserving, checking, and canceling trips. Staff is collecting data on the number of calls received, number of trips booked, “no show” and canceled trips, and customer comments. These statistics will be collected from January through June and then compared to the same period last year. It is anticipated that the number of calls to reserve and cancel trips as compared to the total number of trips booked will show a decrease as more customer utilize the new system. This should result in a reduction in the number of calls to the call center thus reducing call hold times for those that do call. This information will be analyzed and then reported to the Federal Transit Administration prior to the project close out in September 2012.

SHELTERS

The shelter counts listed below represent shelter counts to date

Orange County:

Shelters: As of the end of April, LYNX has installed as part of the FY 2012 budget a total of 24 shelters. In addition, LYNX has been preparing for the transition of approximately 178 shelters from Signal Outdoor to LYNX. A majority of these are advertising producing units.

Transit Centers:

LYNX is continuing efforts to work with the property owner across the street from the former Park Promenade location.

Seminole County

Shelters: As of the end of February, LYNX has installed as part of the FY 2012 budget a total of 8 shelters in Seminole County. 12 sites are in design with the potential to move forward. The ability to move forward is limited by the current agreement that the County has with a third party contractor, Signal Outdoor Advertising. Subsequent meetings between LYNX and County staff have resulted in the determination that no shelters can be installed within the unincorporated County until the expiration of Signal’s contract.

Osceola County:

Shelters: LYNX has installed 20 shelters within the City of Kissimmee and Osceola County as part of the FY 2012 budget. 12 of these shelters replaced the 20/20 media shelters.

Transit Centers:

LYNX received an approved Categorical Exclusion from the FTA for the Kissimmee Transfer Center in late April. Subsequently as task order was issued to AECOM to assist LYNX with permitting tasks. Two of these tasks included submittal to the City's Planning Advisory Board and Development Review Committee. This took place on May 11, 2012. The process of review for these two groups is anticipated to take two months. Once this has been accomplished, the project will be put out to bid with the goal to start construction in late summer or early fall.

Final design is progressing on the Poinciana Transfer Center. An addendum to the existing Transit License Agreement has been executed by Wal-Mart for the portion of the site where the shelters will be located. LYNX is waiting on Avatar Properties to execute an agreement for the portion of the site where the bus pullout bay will be constructed. This project is anticipated to be funded by ARRA savings. In the event that ARRA savings are not able to be used, this has been included in the 2013 budget.

City of Orlando:

Shelters: LYNX has installed a total of 37 shelters as part of the FY 2012 budget.

Transit Centers:

LYNX is in the process of programming the ARRA cost savings for the needed improvements to both Colonial Plaza (replacement of the drive aisle with reinforced concrete and shelter improvements) and Washington Shores (shelter improvements). LYNX obtained permission at previous board meetings to go out to bid for these locations.

ROADWAY PLAN REVIEW.

Orange County ADA Improvements on John Young Parkway-LYNX has been working extensively with Orange County Public Works on this project. The County is installing ADA bus pads and needed sidewalks along the corridor starting at 33rd Street and extending to the Orange/Osceola County line. Anticipated completion of construction is early summer.

FPID # 422048-2-52-01 Drainage Improvements on SR 436 from, Old Cheney Highway to Lake Howell-As previously reported, LYNX has been coordinating with FDOT on ADA improvements along this corridor. Coordination has included the consolidation of stops. In addition, LYNX has received a favorable decision from the FTA that the Agency can advance funds to pay for the construction that FDOT has designed.

FPID 239203-4-52-01 State Road 50 Widening from Dean Road to Avalon Park Road-LYNX has provided a final set of comments on this project with respect to bus stop locations and associated ADA improvements.

US 192 ALTERNATIVES ANALYSIS

The US 192 Alternatives Analysis project kicked off on March 1, 2012 and the first steering group meeting was held March 29, 2012. The steering group is composed of representatives from LYNX, Osceola County, FTA, FDOT, City of Kissimmee, City of St. Cloud, Metroplan, and the Lake-Sumter MPO. Staff is working with the project team to define the Purpose and Need Statement, finalize the website and prepare for the first public workshop in June.

SR 50/UCF Connector ALTERNATIVES ANALYSIS

The SR50/UCF Connector Alternatives Analysis RFP was released on May 9th, 2012 and proposals will be due on June 7, 2012. It is anticipated that the SEC committee will meet in June with LYNX Board of Directors approval at their July 26th meeting. On Friday April 27th, FTA representative toured the corridor with LYNX staff. They are very excited about the project. The Lake Sumter MPO has requested that the project limits be extended to US 27 in Lake County.

FTA would be supportive of the extension but local funds would be required. Both Metroplan Orlando and Lake Sumter MPO staff have reached out to staff to discuss potential MPO funds to be used for a possible extension.

LYMMO EXPANSION PROJECTS

East/West BRT Extension – The East/West BRT project is underway. The kickoff meeting was held April 11, 2012 with key City staff, LYNX staff and PCL’s design team. Following the meeting the design team rode the route with a LYMMO bus to assess proposed stop location and route issues. On May 2, 2012 the team met to discuss ITS and technology-related elements. The meetings were especially productive and included LYNX staff from departments involved with technology, including planning, communications, and security. Progress meetings are held every two weeks with the team and 30% design plans are expected to be provided for review by June 15, 2012.

Parramore BRT Extension – The Parramore BRT selected contractor, ZMG Construction, has continued to negotiate the Design Phase Agreement. The negotiating team made up of LYNX staff and City of Orlando Capital Improvements and Infrastructure Division staff met with the selected Design/Build team on April 17, 2012 to clean up final issues and it was agreed that final scope was due April 20, 2012. Final scope items were received Friday May 4, 2012. LYNX staff anticipates the contract to be signed Friday May 11, 2012. The project is now two months behind schedule.

Monthly Report F: Communications Report

To: LYNX Board of Directors

From: **Kathy Clary**
 DIRECTOR OF COMMUNICATIONS
Ro Norman
 (Technical Contact)
Matthew Friedman
 (Technical Contact)
Maria Colon
 (Technical Contact)

Phone: 407.841.2279 ext: 6161

Item Name: Communications Report

Date: 5/24/2012

Advertising Sales

ADVERTISING SALES	MARCH 2012	APRIL 2012
Advertising Sales Revenue	\$64,700	\$70,150
Net Revenue to LYNX Fiscal Year to Date	\$480,066	\$509,916

Passion, Pride and Performance Award

Supervisor Eddie Jones and Operator Yves Pardieu were selected as winners of the Passion, Pride and Performance Award for employees who go above-and-beyond expectations to improve a customer’s experience with LYNX. Mr. Jones spotted an 83-year-old woman sitting at a LYNX bus stop for more than two hours because she didn’t realize the bus was detoured that day. He stopped, took her to her church to pick up food, then drove her home and carried the groceries into her house.

Operator Pardieu stopped his bus and escorted one of his passengers, a blind man, across six lanes of traffic on Orange Blossom Trail on a busy Friday night. Mr. Pardieu returned to the bus and was back on schedule within two stops.

2012-2013 Public Service Bus

LYNX unveiled its 2012-2013 Public Service Bus in a ceremony outside the Amway Center. City of Orlando Mayor Buddy Dyer and LYNX CEO John Lewis welcomed more than 75

representatives from eight non-profit organizations, who will have their logo featured on a LYNX bus for the next 12 months. The bus travels nearly 17,000 miles on regular LYNX fixed routes and provides more than 1 million impressions a month for the eight agencies on it.

The winning agencies were chosen in a random drawing and include: The Early Learning Coalition of Seminole, Florida Young Artists Orchestra, Garden Theatre, the Ovarian Cancer Alliance, Angel Snugs, Gathering Hope Foundation, Help Now of Osceola and the Hope Community Center. Three of the eight agencies already have requested the bus appear at major fund-raising events.

Orlando Senior Expo and Health Fair

LYNX has a long history of offering safe and reliable mobility options for seniors. LYNX once again supported the Orlando Senior Expo and Health Fair by offering free rides to anyone 65 years-old or older traveling to-or-from the event on any fixed-route or NeighborLink (PickUpLine) service. We received free booth space and the ability to have a NeighborLink vehicle as a static display. We talked with more than 300 people during the 2-day event and were able to give non-riders an opportunity to experience how LYNX can assist them with their mobility.

Earthfest 2012

LYNX attended Earthfest 2010 sponsored by the City of Casselberry and the Friends of the Park in April. We promoted buses and vanpools as an alternative means of transportation as well as informing attendees about our biodiesel blending system that reduces carbon emissions. We invited guests to step on board the display bus and many admitted they did not realize how clean and comfortable our buses were. They expressed great interest in our efforts to be a “green” company.

Press Releases/Media Notes

March 6...Service efficiency date change.
March 7...Florida Mall reroute.
March 19...State Roadeo.
March 19...Real-time information test (note).
March 26...State Roadeo results.
April 4...Public Service bus winners.
April 12...May service efficiencies/NeighborLink renaming.
April 19...Universal Grad Bash detour.
April 24...Rides to Senior Expo.

Stories

March 7...WESH-TV/Channel 2 on TDP meetings.
March 8... Orlando Sentinel on Link 111 funding.
March 9...WFTV-TV/Channel 9 on Link 111 funding.
March 10/11...WESH-TV/Channel 2 on Rep. Grayson hitting a bus.
March 11...Orlando Sentinel on Rep. Grayson hitting a bus.
March 12...WFTV-TV/Channel 9 on Rep. Grayson hitting a bus.

LYNX Board Agenda

March 12... WOFL-TV/FOX 35 on Rep. Grayson hitting a bus.
March 12... Orlando Sentinel mention on alternatives to high gas prices.
March 14... Orlando Sentinel mention on VOTRAN and Sporicidan/EPA issue.
March 14... Daytona Beach News-Journal mention on VOTRAN and Sporicidan/EPA issue.
March 17... WFTV-TV/Channel 9 on Osceola County ridership increase...
March 20... Telemundo-TV on Osceola County ridership increase...
March 23... WFTV-TV/Channel 9 on Osceola County ridership increase...
March 28... Orlando Sentinel on PSA Bus.
April 1... Orlando Sentinel mention of funding LYNX/SunRail in story on 417 rerouting.
April 2... WESH-TV/Channel on ridership increase.
April 5... WFTV-TV/Channel 9 on Seminole County Public Schools possibility of purchasing Biodiesel from LYNX.
April 7... Orlando Sentinel on Osceola County ridership increase.
April 8... Orlando Sentinel graphic listing on Central Florida Partnership spending.
April 9... Orlando Sentinel 111 mention in story on tourism receiving state funding.
April 13... Orlando Sentinel on NeighborLink renaming.
April 13... WOFL-TV/FOX 35 on 111 funding.
April 16... Orlando Sentinel mention in story on SunRail ridership.
April 19... Orlando Sentinel on small bus with NeighborLink photo.
April 19... WFTV-TV/Channel 9 on PSA Bus.
April 19... Central Florida News 13 on PSA Bus.

Social Media

March 2... TDP reminder.
March 2... Service question response.
March 6... Osceola County TDP reminder.
March 6... Service efficiency date change.
March 7... Florida Mall reroute.
March 8... Seminole County TDP reminder.
March 12... Orange County TDP reminder.
March 16... Operator Appreciation Day on March 18.
March 19... Real-time information test.
March 22... PickUpLine becoming NeighborLink.
March 22... Annual Report available.
March 23... Public Service Bus application reminder.
March 23... Patience with traffic due to Amway Arena implosion.
March 27... ARBOC bus operators needed.
March 27... Pablo Perez winning State Rodeo.
April 4... Public Service bus winners.
April 5... Assisting passenger with pass purchase.
April 7... Regular Sunday service on Easter.
April 9... Creative Design Internship posting.
April 12... May service changes and PickUpLine rename.
April 19... Public Service Bus.
April 19... Customer with fare question.
April 19... Universal Grad Bash.

April 24...Rides to Senior Expo.
 April 27...Service efficiency maps posted.

WEBSITE USAGE	MARCH 2012	APRIL 2012
Total Page Views	420,513	419,420
Total User Visits	101,540	96,798

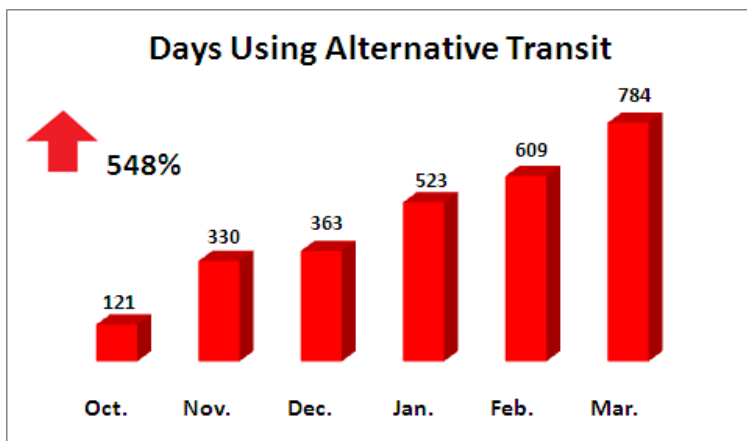
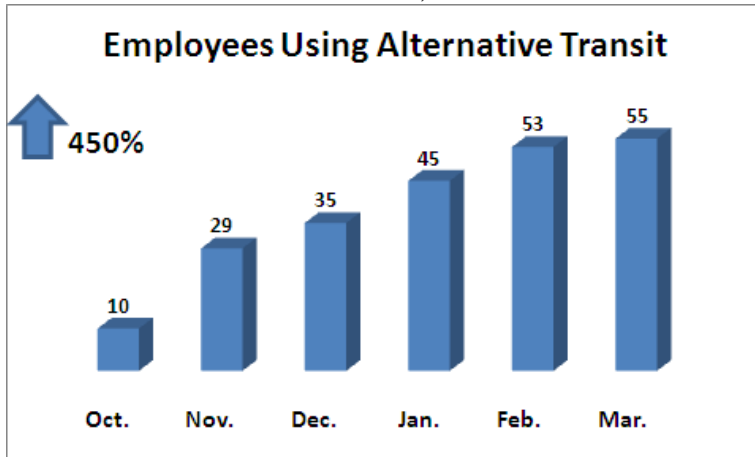
Inquiries

Vanpool Program

VANPOOLS	MARCH 2012	APRIL 2012
Vanpool Participants	545	553
Total Revenue Miles YTD	560,543	741,957
New Vanpools	0	0
Returned Vanpools	0	0
Current Vans in Service	67	67
Pending Vanpool Interest	KSC (1)	KSC(2)
	TSA (4)	TSA(4)
	DEPARTMENT OF DEFENSE (3)	DEPARTMENT OF DEFENSE(4)
	VETERANS AFFAIRS (2)	VETERANS AFFAIRS(2)
	HODGES GROUP (2)	HODGES GROUP HOME(2)
	FLORIDA TECHNICAL COLLEGE (1)	FLORIDA TECHNICAL COLLEGE(1)
	MCO CONTRACTORS(1)	MCO CONTRACTORS(1)
Phone Inquiries	14	18

LYNX Employee Alternative Transportation

Employee Alternative Program (EAT!) – Employee participation set a record for the fifth straight month. EAT participants drove 20,680 fewer miles, averted nearly 10 tons (19,763) of carbon emissions and saved \$12,098.

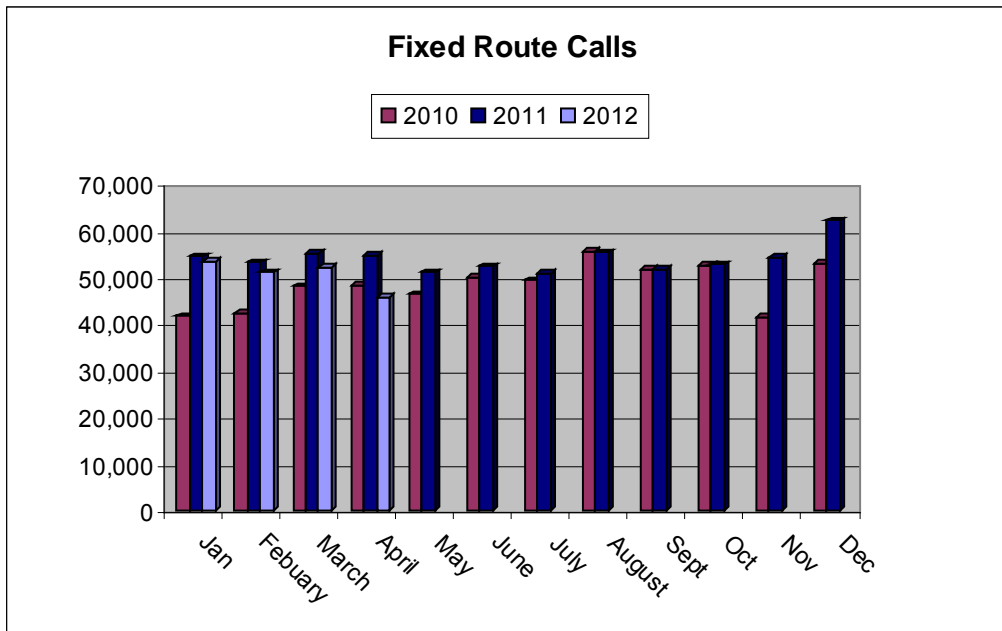


Safety Campaign Info

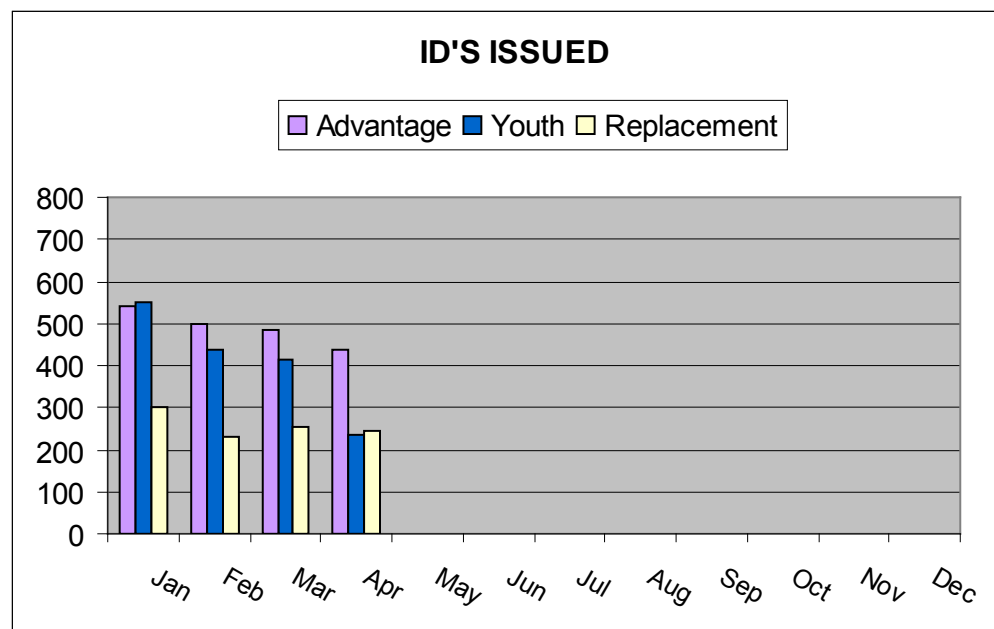
In April the LYNX Communications Department produced a Safety Video for Risk Management titled “Red Light Safety”. This video will be the first in a series of safety videos that will be shown to LYNX employees at Quarterly Meetings, conducted by Risk Management. The videos will consist of an introduction by LYNX CEO John Lewis, followed by a video segment highlighting a specific safety topic.

Being that safety is a key component to the success of any public transportation agency, the overall purpose of this Safety Campaign is to address the problems/challenges that can arise in day to day operations.

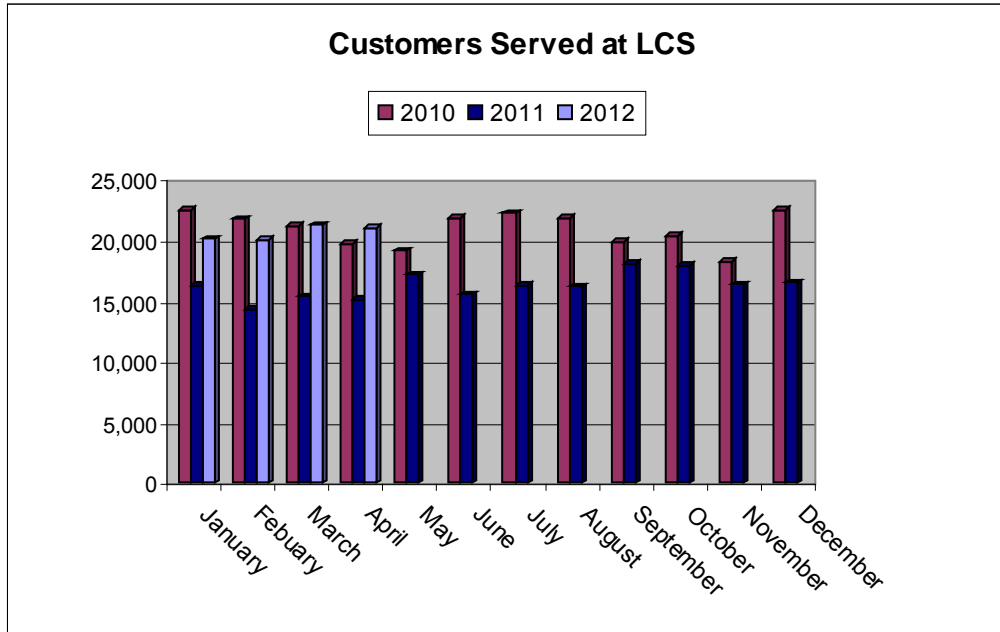
Customer Service



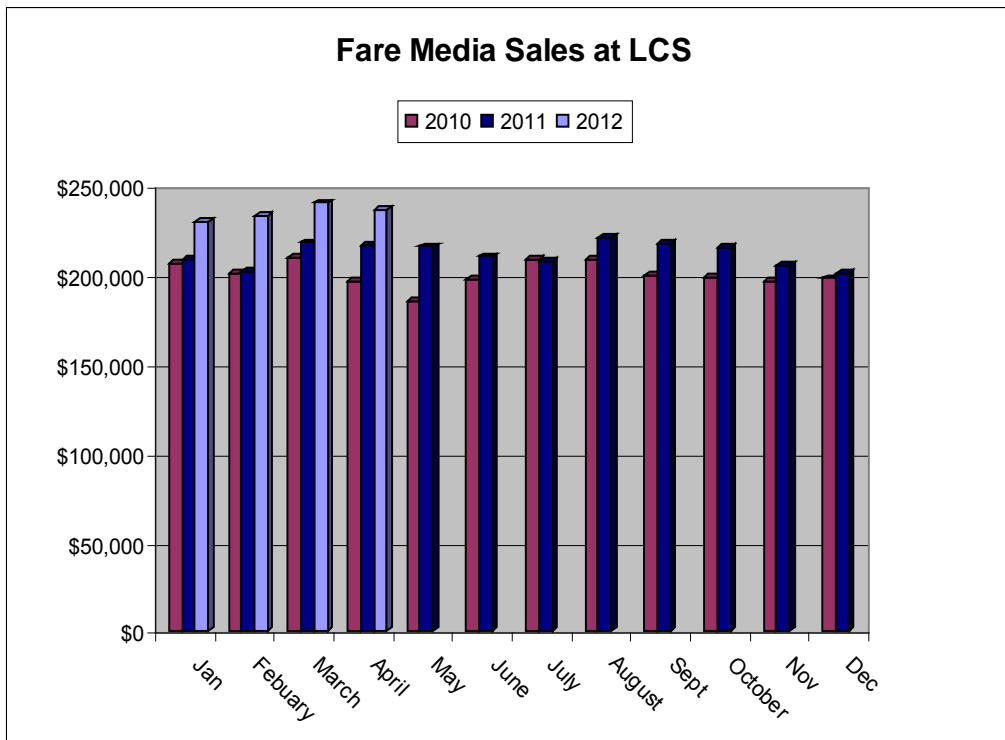
	2012	2011	2010
March	52,069	54,963	48,057
April	45,663	54,560	48,172



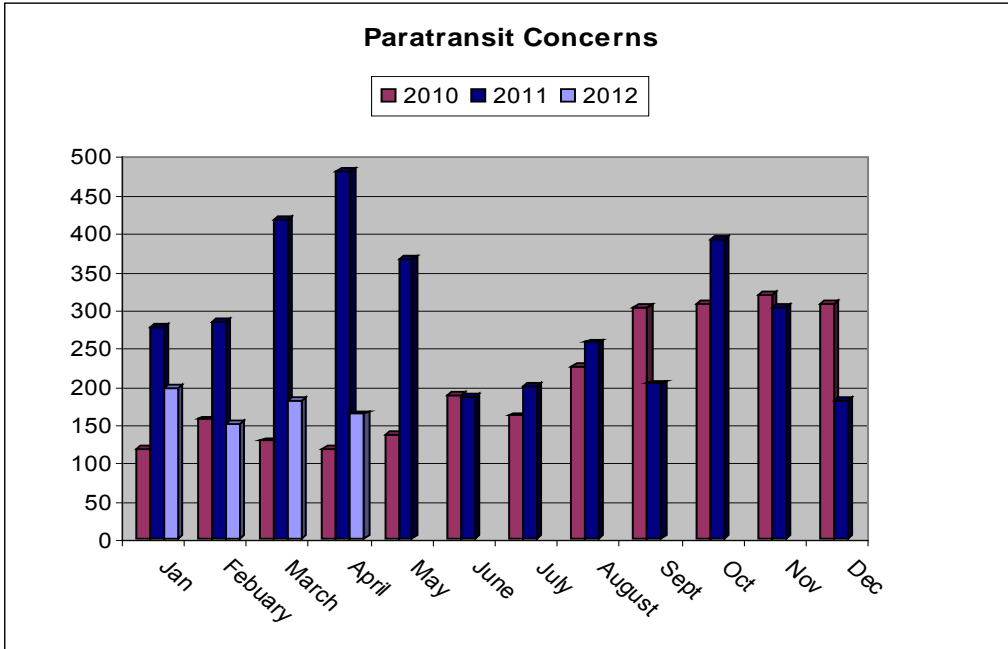
	Advantage	Youth	Replacement
March	485	416	254
April	439	237	244



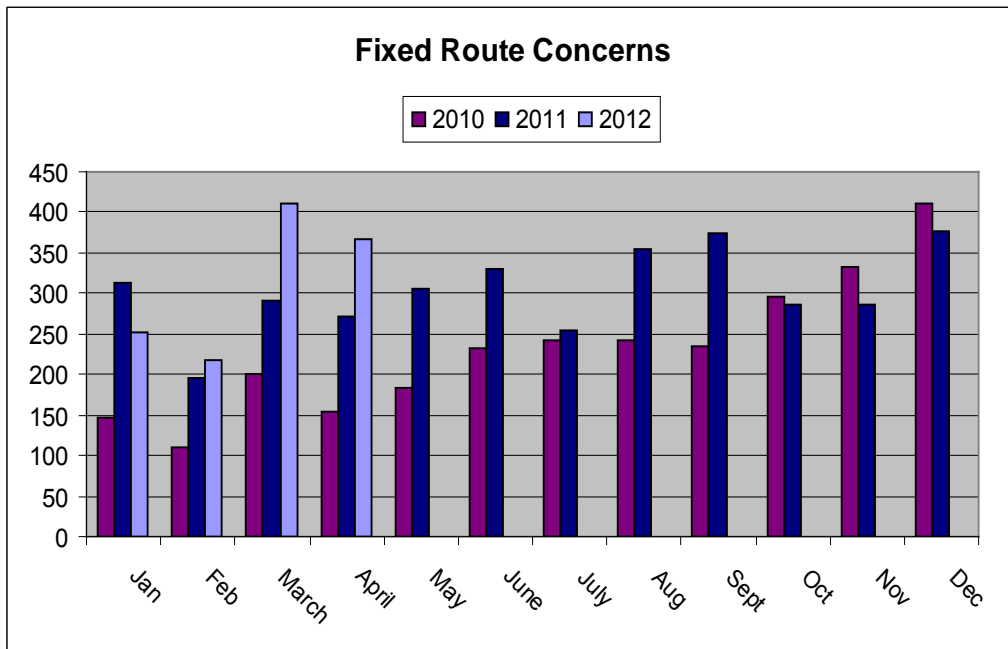
	2012	2011	2010
March	21,238	15,391	21,167
April	20,976	15,126	19,692



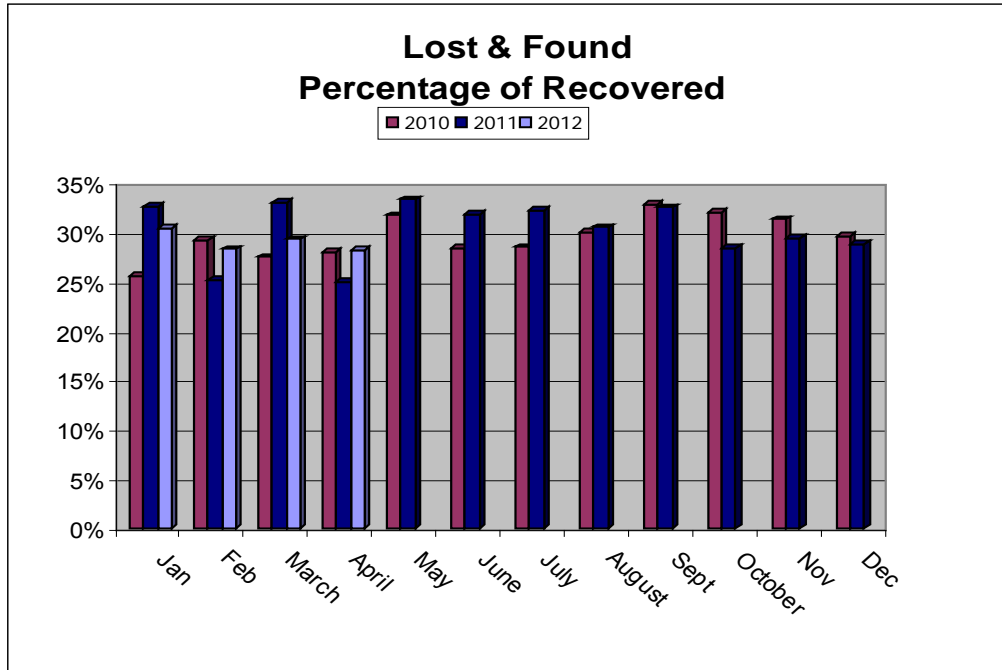
	2012	2011	2010
March	240,243	217,893	209,927
April	236,270	216,104	196,007



	2012	2011	2010
March	180	417	127
April	162	480	116



	2012	2011	2010
March	410	290	200
April	367	272	155



	2012	2011	2010
March	29.27%	33.00%	27.49%
April	28.24%	25.00%	28.00%

March & April Presentations	
Maverick High School	ID's
Freedom High School	How to Ride - Bus Tour at LYNX
Dr. Phillips High School	How to Ride - Bus Tour at LYNX

Monthly Report G: Government Relations Report

To: LYNX Board of Directors

From: James McLawhorn
CHIEF GOVT AFFAIRS OFFICER
James McLawhorn
(Technical Contact)

Phone: 407.841.2279 ext: 6064

Item Name: Government Relations Report

Date: 5/24/2012

Before Congress went on a two week recess, they passed a bill to extend the old surface transportation reauthorization (highway bill) for 90 days. The old bill (SAFETEA-LU) was set to expire on March 31. Previously the Senate had passed its version of the new bill. The Senate bill runs through the end of Fiscal Year 2013 and totals \$109 billion. The House has yet to pass its version of the bill.

House leadership said it needed the 90 day extension to give the House time pass its own version of the highway bill. Over the recess the leadership conferred with many members of the House Republican Caucus. The goal was to find a way to get enough Republican support to pass a five year, \$260 billion bill. The bill includes provisions to allow oil and gas drilling in Alaska and off the US coasts. All the Democrats in the House oppose these provisions. This means that the House Republican leadership had to get all the 217 votes it needed for passage from the Republican side.

The Republican leadership did not succeed and had to consider a bill that would extend the existing law until September 30. The new includes a provision approving the Keystone pipeline.

The problem with this strategy - The House is at a tremendous disadvantage because they were unable to pass their own House bill. Without a House bill to consider, there is no guarantee that the Senate will negotiate a bill put forth by just a few members. Also, at the start of the Congress the House enacted rules to prevent new provisions being added to conference bills – now they want to add the the keystone pipeline provision which would violate their own rule.

US DOT Secretary Ray LaHood released (Wednesday, May 16, 2012), a copy of a letter he sent to Senator Barbara Boxer, chair of the surface transportation authorization conference, outlining the Department's positions on various issues under review by the conference committee. The letter reiterates the potential veto threat regarding the Keystone XL pipeline project. It also raises opposition to many of the House's project delivery and environmental streamlining provisions. The letter also addresses safety issues, program consolidation, ITS programs, Buy America, Transit New Starts, TIFIA, Private Activity Bonds and so on.

The House and Senate conferees on the surface transportation authorization bill met last week for an initial formal session. Other than naming Senator Barbara Boxer (D-CA) as chair of the conference and Rep. John Mica (R-FL) as the vice-chair, the remainder of the meeting was a series of short opening statements by 47 of the House (33) and Senate (14) conferees. Since then, the conference deliberations have moved behind closed doors.

While staff is working to sort out the various issues, there have been very few leaks about details or progress. The immediate task is to prepare a "side by side" comparison of each Senate and House provision. This is usually a relatively easy task, except that the House never passed a bill and is essentially putting forth a "shell" bill that simply extends existing law for another 90 days.

Another issue is reaching an agreement on how to fund even the modest, \$106B Senate bill because of concerns about the "pay fors" which use ten years' worth of offsets to pay for only a two year program and which rely on a variety of non-transportation related revenue sources such as pension stabilization, levies on Medicare providers, taxing roll-your-own-tobacco, etc.

Also being watched is the role of the numerous Republican freshmen who were selected by Speaker Boehner to serve as conferees. Many have never previously served as elected officials, none have ever served on a US Congress conference committee and many, while generally supportive of transportation programs, have strong opinions about the appropriate role of the federal government and deficit spending.

Chairman Boxer has committed to weekly press conferences to apprise stakeholders on progress. She indicated that she would be meeting privately with Chairman Mica Thursday May 17.

The goal is to complete the conference and produce a final bill by June 30. The next potential formal meeting of the conference committee cannot not take place until the week of June 4 because, either the House or Senate will be in recess for the following two weeks.

Surface Transportation Reauthorization Bill:

On March 14, the US Senate passed S. 1813, a two-year, \$109B authorization bill, by a very large, bi-partisan vote of 74 to 22.

The Republicans who voted for passage are:

Lamar Alexander (TN), Roy Blunt (MO), John Boozman (AR), Scott Brown (MA), Saxby Chambliss (GA), Thad Cochran (MS), Susan Collins (ME), Chuck Grassley (IA), Dean Heller (NV), John Hoeven (ND), Kay Bailey Hutchison (TX), Jim Inhofe (OK), Johnny Isakson (GA), Jerry Moran (KS), Lisa Murkowski (AK), Pat Roberts (KS), Jeff Sessions (AL), Richard Shelby (AL), Olympia Snowe (ME), John Thune (SD), David Vitter(LA) and Roger Wicker (MS).

John Mica, House T&I Committee Chairman, said that he will not consider the Senate version of the bill; rather will continue to work unfortunately at the time of this writing he still does not have the 218 votes necessary for passage.

The Senate bill, S. 1813, runs through Fiscal Year 2013 and costs \$109 billion. It is a comprehensive bill that runs over 900 pages. The House was been unable to pass a comprehensive bill and instead passed a bill that would extend existing law until September 30.

While the House bill basically just extends current law, it does allow the House to go to conference with the Senate. It also includes controversial provisions to streamline the Keystone Pipeline.

The pipeline builder TransCanada reapplied for a presidential permit to build a northern leg that begins in Canada's tar sands fields, picks up some Shale oil in Montana and North Dakota and proceeds to Steele City, Neb. The company said it wants to start construction in the 2013 first quarter, pending state and federal environmental reviews. This action could alleviate some of the pressure for the highway and transit bill to also approve the pipeline, though Keystone backers again urged President Obama to simply give it his OK. TransCanada's noted it is already building dozens of federal conditions into its project, and pending reviews could give both Nebraska and U.S. regulators a chance to add more.

Meanwhile, in coal-rich states like West Virginia the regulation of fly ash — a heavily used concrete filler material — is a hot topic. Democratic Senators serving as conferees are trying to leave controversial environmental issues out of the highway bill. One of the democratic conferees, Jay Rockefeller, D-W.Va., pledged his support for reuse of coal ash but also insisted that the issue was not a matter for the transportation conference.

Speaker John Boehner, R-Ohio, has often had to plan his legislative strategy around the views of a large conservative class of freshmen that were elected in 2010 - so he stacked the House conference delegation with them. Speaker Boehner looks to this tactic as a crucial bloc that can swing the panel on key issues and could determine how much the conference gets done. If those members agree on issues, they can help sell the bill in the House GOP ranks.

(Senate and House Transportation Authorization Conferees:)

Senators - Barbara Boxer (D-CA), Max Baucus (D-MT), Jay Rockefeller (D-WV), Dick Durbin (D-IL), Tim Johnson (D-SD), Chuck Schumer (D-NY), Bill Nelson (D-FL), and Bob Menendez (D-NJ) David Vitter (R-LA), Orrin Hatch (R-UT), Richard Shelby (R-AL), Kay Bailey Hutchison (R-TX), and John Hoeven (R-ND).

House - John Mica (R-FL), Don Young (R-AK), John Duncan (R-TN), Bill Shuster (R-PA), Shelley Capito (R-WV), Rick Crawford (R-AR), Jaime Beutler (R-WA), Larry Buschon (R-IN), Richard Hanna (R-NY), Steve Southerland (R-FL), James Lankford (R-OK), Reid Ribble (R-WI), Fred Upton (R-MI), Ed Whitfield (R-KY), Doc Hastings (R-WA), Rob Bishop (R-UT), Ralph Hall (R-TX), Chip Cravaack (R-MN), Dave Camp (R-MI), and Patrick Tiberi (R-OH), Nick Rahall (D-WV), Peter DeFazio (D-OR), Jerry Costello (D-IL), Jerrold Nadler (D- NY), Corrine Brown (D-FL), Elijah Cummings (D-MD), Leonard Boswell (D-IA), Tim Bishop (D-NY), Henry Waxman (D-CA), Ed Markey (D-MA), Eddie Bernice Johnson (D-TX), Earl Blumenauer (D-OR), and Eleanor Holmes Norton (D- DC).

One thing to keep in mind for the future... is the tremendous gains in passenger car fuel efficiency due to new federal standards. This fuel efficiency does not provide funding to the Highway Trust fund as it has in the past — the increased fuel efficiency is draining the Highway Trust Fund of many billions of dollars. While the current conference talks are mainly aimed at shoring up highway and transit accounts through fiscal 2013 as the Senate bill provided, it tells conferees they'd better be ready to tackle much bigger funding issues for surface transportation before long.

Fiscal Year 2013 Appropriations

The Senate Appropriations Committee has marked up and reported out its version of the Fiscal Year 2013 Transportation, HUD Appropriations bill. For the Federal Transit Administration, the Senate provided \$8,360,565,000 for formula grants, bus and bus facilities and all the other non-capital programs. This is the same amount as included in the FY2012 appropriations act. The bill also provides \$2,044,000,000 for New Starts capital grants. This is a small increase over FY2012.

The Senate made one policy change we want to emphasize. Going forward, Bus Rapid Transit (BRT) projects will be funded out of the Bus and Bus Facilities account instead of out of New Starts. According to the Senate report, even with this change, all the bus and bus facilities needs will be met and there will still be enough money to fund discretionary programs like State of Good Repair and Bus Livability. LYNX has actively pursued grants from these discretionary programs.

The Senate bill also provided another \$500 million for the TIGER program. The City of Orlando received one TIGER grant in the past. Both the City and LYNX may make future grant requests out of this discretionary program.

STATE SEEKS CHANGES IN MEDICALLY NEEDED PROGRAM

Lawmakers in 2011 approved a massive overhaul of the Medicaid system that included changes in the Medically Needy program. The Agency for Health Care Administration (AHCA) on April 26 sent a request to the federal Centers for Medicare & Medicaid Services for what is known as a "waiver" amendment that would carry out the changes.

The proposal would require Medically Needy beneficiaries to enroll in a statewide provider-service network, a type of managed care that would be responsible for trying to better coordinate services that patients receive. Eventually, the beneficiaries would transition into a broader statewide managed-care system that is the key part of the 2011 law.

The Medically Needy program uses a complicated process in which patients have to qualify each month based on the amount of medical bills they rack up and their income levels. Under the proposed changes, they would continue to qualify for the first month of coverage in that way and then would move into the provider-service network.

In the request to the federal government, AHCA proposed that Medically Needy patients could stay in the program for up to six months without having to qualify each month. It said, in part, that such a change would improve care and remove an incentive for Medically Needy patients to incur medical bills to meet monthly qualification requirements. Recipients would have access to care coordination, and the incentive is removed for the emergency room to be the first choice of setting for medical care in order to qualify for eligibility.

But the proposal also includes a new premium requirement that would vary based on factors such as income levels and family sizes. Opponents contend that it would force Medically Needy beneficiaries to pick up a larger share of their medical costs than under the current system and would therefore be unaffordable for many.

AHCA needs approval from the Centers for Medicare & Medicaid Services before it can move forward with the changes, as Medicaid is governed by federal law and is heavily funded by the federal government.

Florida East Coast Railway : MIAMI-ORLANDO TRAIN STUDY SOON

Florida East Coast Railway says it should have a study completed next month to determine whether to build a privately funded Miami-to-Orlando passenger rail, the Orlando Sentinel reported Tuesday. The ridership study would determine whether the company moves forward on the \$1 billion project, and if the results of the study are good, construction could begin next year.

HIGH COURT ALLOWS TERM LIMITS FOR COUNTY COMMISSIONERS

The Florida Supreme Court unanimously ruled that voters can impose term limits on county commissioner - backing away from a position it took a decade ago.

Justices upheld term limits that Broward and Sarasota County residents placed on their commissioners in recent years. In doing so, the court also retreated from a 2002 ruling that blocked term limits for other offices, such as clerks of court.

The ruling applies to what are known as "charter" counties, where voters have approved governing structures that can differ from basic requirements in the Florida Constitution. Charters in at least 10 counties --- Broward, Brevard, Clay, Duval, Hillsborough, Orange, Palm Beach, Polk, Sarasota and Volusia --- include term limits for commissioners.

Monthly Report H: Employee Travel Report

To: LYNX Board of Directors

From: John Lewis
 CHIEF EXECUTIVE OFFICER
Deborah Morrow
 (Technical Contact)
Blanche Sherman
 (Technical Contact)

Phone: 407.841.2279 ext: 6017

Item Name: Monthly Employee Travel Report - May 2012

Date: 5/24/2012

EMPLOYEE / DEPARTMENT	DESTINATION	PURPOSE	DEPARTURE AND RETURN DATES	TOTAL ESTIMATED AGENCY COST	AGENCY COST
Delmon Simpson Operations	Minneapolis, MN	To attend 4.5 day training class at Thermo King Education Center	04/29/2012 - 05/04/2012	1,677	1,677
Todd King Operations	Minneapolis, MN	To attend 4.5 day training class at Thermo King Education Center	04/29/2012 - 05/04/2012	1,677	1,677
Chris Balroop Operations	Minneapolis, MN	To attend 4.5 day training class at Thermo King Education Center	04/29/2012 - 05/04/2012	1,677	1,677
Brian Ruppert Operations	Long Beach, CA	Attend the 2012 APTA International Bus Rodeo and Annual Bus & Paratransit Conference	05/02/2012 - 05/09/2012	826	826
John Lewis Executive	Long Beach, CA	Attend the 2012 APTA International Bus Rodeo and Annual Bus & Paratransit Conference	05/04/2012 - 05/09/2012	2,570	2,570
Lisa Darnall Operations	Long Beach, CA	Attend the 2012 APTA International Bus Rodeo and Annual Bus & Paratransit Conference	05/04/2012 - 05/09/2012	1,711	1,711
Gail Stewart Operations	Long Beach, CA	Attend the 2012 APTA International Bus Rodeo -All expenses will be reimbursed by FPTA	05/04/2012 - 05/09/2012	1,913	0

LYNX Board Agenda

EMPLOYEE / DEPARTMENT	DESTINATION	PURPOSE	DEPARTURE AND RETURN DATES	TOTAL ESTIMATED AGENCY COST	AGENCY COST
Pablo Perez Operations	Long Beach, CA	Attend the 2012 APTA International Bus Rodeo -All expenses will be reimbursed by FPTA	05/04/2012 - 05/09/2012	2,173	0
Edward Johnson Executive	Long Beach, CA	Attend the 2012 APTA International Bus Rodeo and Annual Bus & Paratransit Conference	05/04/2012 - 05/09/2012	1,293	1,293
John Lewis Executive	Cocoa, FL	Attend Florida Transportation Commission (FTC) Board presentations	05/09/2012	38	38
James McLawhorn Govt. Affairs	Cocoa, FL	Attend Florida Transportation Commission (FTC) Board presentations	05/09/2012	12	12
Edward Johnson Executive	Seattle, WA	Peer to Peer visit to King County Transit regarding Computer Aided Dispatch/Automatic Vehicle Location (CAD/AVL) implementation	05/09/2012 - 05/12/2012	797	797
Jerry Bryan Planning	Seattle, WA	King County Transit visit to review CAD/AVL/MDT's	05/09/2012 - 05/11/2012	924	924
Rudolph Walter Planning	Seattle, WA	King County Transit visit to review CAD/AVL/MDT's	05/09/2012 - 05/12/2012	949	949
David Burnett Operations	Seattle, WA	King County Transit visit to review CAD/AVL/MDT's	05/09/2012 - 05/11/2012	889	889
Reinaldo Quinones Operations	Seattle, WA	King County Transit visit to review CAD/AVL/MDT's	05/09/2012 - 05/11/2012	941	941
Lisa Darnall Operations	Seattle, WA	King County Transit visit to review CAD/AVL/MDT's	05/09/2012 - 05/10/2012	526	526
Joe Cheney Operations	Seattle, WA	King County Transit visit to review CAD/AVL/MDT's	05/09/2012 - 05/11/2012	947	947
John Lewis Executive	Vero Beach, FL	Attend Florida Public Transportation Assoc. (FPTA) Strategic Planning Session/Board Meeting	05/10/2012 - 05/11/2012	322	322

LYNX Board Agenda

EMPLOYEE / DEPARTMENT	DESTINATION	PURPOSE	DEPARTURE AND RETURN DATES	TOTAL ESTIMATED AGENCY COST	AGENCY COST
Kathy Clary Communications	Vero Beach, FL	Attend Florida Public Transportation Assoc. (FPTA) Strategic Planning Session/Board Meeting	05/10/2012 – 05/11/2012	408	408
James McLawhorn Govt. Affairs	Vero Beach, FL	Attend Florida Public Transportation Assoc. (FPTA) Strategic Planning Session/Board Meeting	05/10/2012 – 05/11/2012	247	247
Rafiq Basaria Planning	Daytona, FL	Attend Cartography, Editing & Data Driven Pages CFGIS Workshop	05/18/2012	100	100
TOTAL ESTIMATED COSTS and AGENCY COSTS				22,617	18,531

Monthly Report I: Employee Travel Report

To: LYNX Board of Directors

From: John Lewis
 CHIEF EXECUTIVE OFFICER
Deborah Morrow
 (Technical Contact)
Blanche Sherman
 (Technical Contact)

Phone: 407.841.2279 ext: 6017

Item Name: Monthly Employee Travel Report - April 2012

Date: 5/24/2012

EMPLOYEE / DEPARTMENT	DESTINATION	PURPOSE	DEPARTURE AND RETURN DATES	TOTAL ESTIMATED AGENCY COST	AGENCY COST
William Hearndon Operations	Ocala, FL	To attend the Florida Commission for the Transportation Disadvantage's "Commission Retreat" and" Commission Business Meeting"	04/11/2012 - 04/12/2012	192	192
Benjamin Gonzalez Operations	Ocala, FL	To attend the Florida Paratransit Rodeo. Lodging and some meals paid by CUTR	04/11/2012	50	50
Tiffany Jones Operations	Ocala, FL	To attend the Florida Paratransit Rodeo. Lodging and some meals paid by CUTR	04/11/2012	50	50
Doug Jamison Planning	Washington, DC	To attend USDOT Connected Vehicle Policy Meeting by invitations and reimbursed by AASHTO	04/18/2012 - 04/20/2012	1,272	0
Rajendranath Beharry Operations	Tampa, FL	To attend Instructors Course on Fatigue Awareness	04/19/2012	0	0
Eddie Burgos Operations	Tampa, FL	To attend Instructors Course on Fatigue Awareness	04/19/2012	0	0

LYNX Board Agenda

EMPLOYEE / DEPARTMENT	DESTINATION	PURPOSE	DEPARTURE AND RETURN DATES	TOTAL ESTIMATED AGENCY COST	AGENCY COST
Jeff Reine Administrative	Irvine, CA	Attend National Academies TRB Synthesis Session. All expenses to be reimbursed by TRB	04/24/2012 - 04/26/2012	0	0
Gail Stewart Operations	South Daytona, FL	To assist with RTAP Rodeo. Expenses covered by FDOT	04/27/2012 - 04/29/2012	0	0
Laura Minns Planning	Phoenix, AZ	To attend 2012 Design Build Institute of America Transportation Conference	04/24/2012 - 04/27/2012	558	558
TOTAL ESTIMATED COSTS and AGENCY COSTS				2,122	850