



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 August 9, 2012 Board of Directors' Meeting Pg 4

3. Recognition

- Service Awards 30 Years: Janell Thomas, Administration, Safety & Security; Service Awards 20 Years: Victor Perez, Bus Operator, Donald Tate, Bus Operator, Albert Martinez, Material Control.
- Passion, Pride and Performance Award: Ben Gonzalez and Tiffany Jones, Paratransit



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)

- i.  Authorization to Release a Request for Proposal (RFP) for Banking Services Pg 12
- ii.  Authorization to Release a Request for Proposal (RFP) for Design and Construction of the LYNX Facility Hardening for Securing LYNX Operations Center Pg 13

B. Invitation for Bid (IFB)




















- i.  Authorization to Issue an Invitation for Bid (IFB) for Janitorial Services Pg 15

C. Award Contracts




- i.  Authorization to Negotiate and Award a Contract to Akerman Senterfitt, Attorneys at Law, for General Counsel Legal Services Pg 17
- ii.  Authorization to Ratify the Award of Contract #13-C01 to RKA Petroleum Companies, Inc. for the Purchase of Dyed Ultra Low Sulfur Diesel Fuel Pg 19
- iii.  Authorization to Award a Contract to Mears Destination Services, Inc. for Express Bus Services Pg 21
- iv.  Authorization to Ratify the Award of Contract 13-C02 to Petroleum Traders, Inc. for the Purchase of 87 Octane Unleaded Gasoline Pg 23
- v.  Authorization to Award a Contract to AECOM Technical Services for Architectural and Engineering Services for Bus Shelters and Transfer Centers Pg 25
- vi.  Authorization to Negotiate and Award Contract to Decamil for Commercial Style Bus Shelters Pg 27

D. Miscellaneous


- i.

	 Authorization to Negotiate the Construction Phase Agreement with PCL for East/West LYMMO	Pg 29
ii.	 Authorization to Execute Purchase of Service Agreement #12-A85 with Polk County Board of County Commissioners	Pg 31
	-Attachments 	
iii.	 Authorization to Terminate the Locally Funded Agreement with the Florida Department of Transportation (FDOT) for the SR 436 Bus Pads FM # 422048-1-52-01 & 422048-2-52-01	Pg 48
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iv.	 Authorization to Begin Negotiations for Contract Award with Selected Vendor for the State Road 50 Alternative Analysis (AA)	Pg 61
v.	 Authorization to Ratify the Initiation of the Public Participation Process for Consideration of the Proposed Service Efficiency Changes to Links 111 and 319	Pg 63
vi.	 Authorization to Amend the Joint Participation Agreement (JPA) between LYNX and the Florida Department of Transportation (FDOT) for 5316 (Job Access and Reverse Commute - JARC) Non-Urbanized Area Program Funds	Pg 66
vii.	 Authorization to Approve an Amendment to the City of Orlando Agreement to Reflect Changes in TIGER II Expenditures	Pg 68
	-Attachments 	
viii.	 Authorization to Ratify the Submittal of FY 2012 Shirley Conroy Rural Area Capital Assistance Support Grant Application to the Florida Commission for the Transportation Disadvantaged for Three Replacement Paratransit Vehicles	Pg 79
	-Attachments 	
ix.	 Authorization to Execute a Five Year Contract #BDV 03 with the Florida Department of Transportation (FDOT) for the Road Ranger Assistance Program	Pg 83
	-Attachments 	
x.	 Authorization to Purchase Used Articulated Buses	Pg 119
xi.	 Authorization to Purchase Eleven Replacement Transit Buses Under LYNX Contract #09-C05 with Gillig, LLC	Pg 121
xii.	 Authorization to Enter into an Annual Coordination Agreement with Four Medicaid Compensable Entities and Various Non-Compensable Entities	Pg 123
xiii.	 Confirmation of the Appointment of Daniel David Healey as Director of Engineering and Construction	Pg 125
xiv.	 Confirmation of Appointment of Blanche Sherman as Director of Finance	Pg 126

7. Action Agenda

A.	 Authorization to Amend LYNX' FY2012 Operating and Capital Budgets	Pg 127
	-Attachments 	
B.	 Authorization to Adopt Fiscal Year 2013 Operating and Capital Budgets	Pg 140

-Attachments 

- C.  Authorization to Enter into the FY2013 Service Funding Agreements with the Regional Funding Partners Pg 157

8. Other Business

9. Monthly Reports

- A.  Monthly Financial Reports - August 31, 2012 Pg 314
 - Attachments 
- B.  Monthly Financial Reports - July 31, 2012 Pg 321
 - Attachments 
- C.  LYNX American Recovery and Reinvestment Act Project Status Report Pg 328
- D.  Ridership Reports for July & August 2012 (Final) Pg 329
- E.  Planning and Development Report Pg 337
- F.  Communications Report Pg 340
- G.  Government Relations Report Pg 350
- H.  Monthly Employee Travel Report - September 2012 Pg 355
- I.  Monthly Employee Travel Report - August 2012 Pg 357

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: **August 9, 2012**

TIME: **3:15 p.m.**

Members in Attendance:

City of Orlando, Mayor Buddy Dyer, Secretary, Chair
Osceola County Commissioner, Brandon Arrington, Vice Chair
Orange County, Mayor Teresa Jacobs, Secretary
Seminole County Commissioner, Carlton Henley
FDOT District 5 Secretary, Noranne Downs

Members Absent:

1. Call to Order and Pledge of Allegiance

The Chairman, Commissioner Carlton Henley, called the meeting to order at 3:15 p.m. Chairman Dyer asked Commissioner Carlton Henley to lead the Pledge of Allegiance.

2. Approval of Minutes

Motion was made and seconded to approve the Minutes of the May 24, 2012 Board of Directors. The Motion passed unanimously.

3. Recognition

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 Maria Martinez, Building Groundskeeper B, for her outstanding customer service as an ambassador of public transit.

Mr. Lewis recognized Adalberto Ruiz, Charlie Arias and Michael Walters, Bus Operators, for their outstanding customer service on June 8, 2012.

During rush hour, a bus on LYNX' Route #50 got a flat tire in the Disney area. At the time, there was a shortage of available operators. Operator Adalberto Ruiz from the Osceola garage got a bus and raced into action. He made his way to the Destination Parkway Super Stop to meet up with Operator Michael Walters who was already doing block 3801 and Operator Charlie Arias was also doing his route. Together the team safely transferred passengers to the new bus with very little interruption to the system. When contacted about winning the Passion Pride and Performance award, all three looked surprised, and said "I was just doing my job". It is that extra mile shown by these individuals that exemplify passion, pride and performance.

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

25 Years of Service:

John Williams, Bus Operator

20 Years of Service:

Elijah Fails, Bus Operator

Jose Maisonet, Bus Operator

The Chairman recognized Seminole County Commissioner, Carlton Henley, as LYNX' Chairman of the Board of Directors from 2006 to 2012 as the longest serving Board Chairman. Chairman Dyer reflected that Commissioner Henley is the Central Florida politician he most admires. The Chairman noted that Commissioner Henley continues to serve on the Board with great passion and wisdom.

LYNX' Board of Directors, staff, and the attending public provided a standing ovation to immediate past Chairman, Carlton Henley. Chairman Dyer then presented Commissioner Henley with a LYNX polo shirt and cap together with a golf stand signifying his round as Chairman 2006 – 2012.

Chairman Dyer recognized Commissioner Henley for comment.

Commissioner Henley stated that it has been his honor and pleasure to serve as LYNX' Chairman of the Board. He noted that it was his goal and the members that have served with him to provide the best bus service possible.

4. Public Comments

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

The Chairman recognized Hector Matos who yielded his time to Norm Audet, President, ATU Local 1596.

James Quill addressed the Board in support of service that meets the needs of the residents in the service area and for dedicated funding.

Mark Billings addressed the Board with concerns that riders be made aware of route and schedule changes through public meetings. Mr. Billings encouraged better advertising of public meetings and the stationing of LYNX' liaisons at stops and SuperStops to provide information about service changes.

Atlee Mercer addressed the Board to congratulate Commissioner Carlton Henley on his years of service to LYNX as Chairman of the Board of Directors.

The Chairman recognized Tammi King who yielded her time to Norm Audet, President, ATU Local 1596.

The Chairman recognized Victor Torres. Mr. Torres was introduced by Norm Audet as State Representative elect of House District 48 and a LYNX bus operator. Mr. Torres addressed the Board concerning the need for a contract agreement with ATU Local 1596.

Alex Nelen addressed the Board concerning need for bus operators' to have personal breaks.

Curtis Hierro addressed the Board concerning increased investment in the transit system and the need for a contract agreement for the bus operators.

Norm Audet addressed the Board concerning the need to give employees a raise. He addressed the Board concerning the newer small vehicles that are not saving the agency money and because of their size are stranding passengers.

Jeff Rushing addressed the Board concerning the poor morale of LYNX' employees and the dangers of operating a bus.

Paul Heroux addressed the Board concerning the need for public involvement and dedicated funding.

Cheryl Stone addressed the Board concerning an online petition obtaining signatures for people to protest against obtaining a LYNX photo I.D. card in order to take advantage of different system discounts. She noted that the online site is attempting to speak for all seniors and the disabled. Ms. Stone pointed out that many transit companies have similar requirements as LYNX' I.D. program. The program reduces fraud by those ineligible for the discounts. As a transportation advocate, Ms. Stone noted that she and other advocates have been working toward the I.D. program for a long time and supports its expansion to paratransit. The purpose of the I.D. program is to provide riders with discounts; however, riders are free to choose not to obtain the I.D. card and not participate in the available discounts.

5) Chief Executive Officer's Report

The Chairman recognized John Lewis, Chief Executive Officer.

Mr. Lewis reported that LYNX' ridership continues to outperform expectations. Ridership for the month of May was up 4.3%. Inasmuch as June ridership decreased 1%, it is 5.5% over the same period last year. This results in increased revenue from fares and fare box recovery is at its highest – 32%.

The fuel hedging program continues to produce budget stability. LYNX has locked in 84% of fuel purchases for diesel and unleaded gas for next year at an average price \$2.78 for diesel and \$2.55 for biodiesel. For comparison, the national average for diesel fuel last month was \$3.43 per gallon.

LYNX has experienced higher than expected ridership for ACCESS LYNX. This continues to create challenges in service provision. The Audit Committee has discussed some options. Ridership increased 9% last year while assumptions were based on 3%. Future years will be complicated by Medicaid reform and funding for responsibility of funding non-emergency transportation which will be transferred to the private sector. LYNX' staff will continue to monitor the issues surrounding Medicaid reform and continue to report to the Board.

LYNX' Planning Division is working on multiple projects in varying stages of development. Two public meetings has been conducted for the US 192 Alternatives Analysis along the corridor and a website has been established www.US192study.com . The study team is reviewing the alternatives in the corridor and beginning the modeling activity. The East / West Bus Rapid Transit (BRT) design-build project is on target with 30% of the design having been submitted for review and a projected construction date of October, 2012. Currently, the project is ahead of schedule. The Parramore BRT design-build project has provided its Notice to Proceed and staff is working with LYNX' partners and design team to move the project forward. The project is slightly behind schedule due to the extensive contract negotiations with the design team but anticipate compensating for the delay as the East / West and Parramore BRT projects are sharing some aspects of the design.

On July 6, 2012 President Obama signed the two year Federal Transportation Reauthorization Bill. The practice of a longer six year term extension would have been preferable. The Bill, *“Moving Ahead for Progress in the 21 Century”* (MAP-21), provides the Federal Transit Administration (FTA) with \$10.6 billion next year and \$10.7 billion in FY2014. The Bill provides: consolidation of certain transit programs, streamlines project delivery and shortens time frames for construction. Pertinent to LYNX is the change in the Alternatives Analysis (AA) process. The AA has been eliminated and staff is working with MetroPlan and the FTA to understand the new rules and regulations and the impact they may have on LYNX' AA projects. There were no earmarks and all funds will flow through formula allocations. Since the elimination of discretionary funding, transit agencies must align goals and operations to the new formula program.

Chairman Dyer recognized Commissioner Henley for point of personal privilege.

Commissioner Henley thanked those that spoke during open comment expressing concerns and desires for LYNX' services. He expressed the Board's awareness of the issues raised and some actions undertaken such as utilization of reserve funds to address them as well as the process for addressing others such as review of the Special Master's recommendations relative to LYNX' labor agreement.

Chairman Dyer recognized Mayor Jacobs.

Mayor Jacobs noted her support of Commissioner Henley's comments. For clarification of a statement expressed during public comment, Mayor Jacobs noted that Orange County did not reduce its reserve funds to provide employees a 3% wage increase. She echoed the sentiments shared by Commissioner Henley and thanked LYNX' employees for their hard work.

6. Consent Agenda

A. Release Requests for Proposal (RFP)

- i.** Authorization to Release a Request for Proposal (RFP) for Consultant Services for the Design, Deployment and Evaluation of the Customer Information System for the Veterans Transportation and Community Living Initiative Project

B. Award Contracts

- i.** Authorization to Award a Contract to Affiliated Computer Services, Inc. (ACS) for Ticket Vending Machines
- ii.** Authorization to Award a Contract for Closed Circuit Television (CCTV) at LYNX Super Stops to Protect Video, Inc. and to Authorize a Ten Percent (10%) Construction Contingency for this Project

C. Miscellaneous

- i.** Authorization to Issue a Purchase Order in the Amount of \$395,000 to Tribridge for LYNX' Fare Collection Program Support and Implementation Planning Assistance
- ii.** Authorization to Execute a Contract with the Florida Department of Transportation (FDOT) for the Road Ranger Assistance Program
- iii.** Authorization to Initiate the Public Participation Process for Consideration of Proposed Service Efficiency Changes for December 16, 2012
- iv.** Authorization to Execute Memorandums of Understandings with United Way, the Homeless Services Network (HSN) and the Orlando VA Medical Center (Orlando VAMC) in Coordinating Technical Assistance Associated with the Veterans Transportation and Community Living Initiative Project
- v.** Authorization to add \$150,000 to Contract Number 11-C01, Security Consultant Services for Safety and Security Certification mandated for the East/West and Parramore BRT Extension Projects
- vi.** Authorization to Ratify the Submittal of the FY 2013/2014 Service Development Grant Proposal for Medical City Connector Routes to the Florida Department of Transportation (FDOT) and the Authority to Execute Upon Notification of Funding
- vii.** Authorization to Initiate the Process of Reauthorizing LYNX as the Designated Recipient of Federal Transit Administration Funds
- viii.** Authorization to Auction Surplus Equipment and Obsolete Bus Parts

- ix. Authorization to Ratify the Annual Participatory Funding Agreement with MetroPlan Orlando for FY 2012/2013

The Chairman recognized Pat Christiansen, LYNX' General Counsel.

Mr. Christiansen noted a correction to Consent Agenda Item 6.B.i. The correct name of the entity is ACS Transport Solutions, Inc. and should be changed from Affiliated Computer Services, Inc. (ACS) .

Without objection, the Board accepted the name correction for Consent Agenda Item 6.B.i

7. Action Agenda

A. Authorization to Ratify the FY 2013-2022 Transit Development Plan (TDP) Major Update Submittal to the Florida Department of Transportation District 5

The Chairman recognized Andrea Ostrodka, Senior Planner, to make the presentation.

Ms. Ostrodka noted that staff is requesting the Board of Directors' ratification of the FY 2013-2022 Transit Development Plan (TDP) Major Update for submittal to the Florida Department of Transportation (FDOT) to meet block grant funding requirements.

Motion was made and seconded to ratify the FY 2013-2022 Transit Development Plan (TDP) major update submittal to the Florida Department of Transportation District 5. The Motion passed unanimously.

B. Authorization to Implement the Proposed Service Efficiency Changes for Fixed Route Services on September 16, 2012

The Chairman recognized John Lewis, Chief Executive Officer, to make the presentation.

Mr. Lewis noted that on May 24, 2012, staff received authorization from the Board of Directors to initiate the Public Participation Process for consideration of the proposed service changes, which at that time, were slated for August 9, 2012. Due to the implementation of service changes in Osceola County on June 17, 2012, the effective date for the proposed service changes were rescheduled for September 16, 2012 to allow staff sufficient lead time to conduct the various activities required for a service change.

Motion was made and seconded to authorize the implementation of the proposed service efficiency changes for fixed route services on September 16, 2012. The Motion passed unanimously.

C. Authorization to Adopt the Proposed LYNX Unsolicited Proposal Policy Via Amendment to Administrative Rule 4

The Chairman recognized Ben Guida, Director of Procurement and Contracts, to make the presentation.

Mr. Guida noted that at the May 24, 2012 Audit Committee Meeting, the Committee tasked staff with developing a draft Unsolicited Proposal Policy for its review and consideration.

By way of summary, this draft policy:

- Defines exactly what constitutes an unsolicited proposal
- Provides requirements of a valid unsolicited proposal
- Establishes submittal requirements for unsolicited proposals and,
- Details LYNX evaluation procedures for unsolicited proposals

Motion was made and seconded to adopt the Proposed Unsolicited Proposal Policy via Amendment to Administrative Rule 4.

Under discussion, the Chairman recognized Commissioner Carlton Henley.

Commissioner Henley provided that the proposed policy was reviewed and discussed by the Audit Committee and has recommended its adoption.

The Motion passed unanimously.

D. Authorization to Use LYNX' Reserves to Support Link 111 through September 30, 2012

The Chairman recognized John Lewis, Chief Executive Officer, to make the presentation.

Staff is requesting the Board of Directors' authorization to use LYNX' reserves to support Link 111 through September 30, 2012 in the amount of \$345,000.

The Link 111 is a workforce route that serves OIA, Florida Mall and Disney carrying over 586,000 riders last year.

Mr. Lewis noted the route was established in December of 2008 with the help of \$4.9 million in FDOT/Disney escrow funds and began with a one-hour frequency. In December 2009, the route was improved to provide thirty minute frequency. Over the same time period LYNX received an additional \$1.4 million in total funding from Disney to match federal Job Access Reverse Commute (JARC) grants. This combination of JARC and Disney carry-over funds was used to continue the Link 111 service beyond the lifespan of the original \$4.9 million investment. All funds will be exhausted by mid August 2012.

Staff is requesting the utilization of reserves to extend the route to the end of the fiscal year. This extension will provide staff the opportunity to work with LYNX' funding partner, Orange County, to determine the path moving forward for FY2013. He provided staff will bring recommendations to the Board at its next meeting.

Motion was made and seconded to authorize the usage of LYNX' reserves to support Link 111 through September 30, 2012.

Under discussion, the Chairman recognized Commissioner Brandon Arrington.

Commissioner Arrington stated that as LYNX moves forward with an opportunity such as this with limited funding, that staff work with the funding partners to avoid utilization of reserves.

The Motion passed unanimously.

E. Authorization to Increase the Not-to-Exceed Amount of Contract #12-C02 with MV Transportation, Inc., to Accommodate Increased Trip Demand Beyond RFP Projections

Ms. Darnall noted that in March 2011, LYNX released Request for Proposal (RFP) #11-R02 for Core Paratransit Services with ridership statistics based on calendar year 2010's ridership, plus a small increase projected for growth. In calendar year 2011, paratransit ridership increased by 9.46% and is currently projected to increase by 3.23% in calendar year 2012

Staff anticipated the ridership trend was higher than originally thought; therefore, the budget shortfall is \$1.3 million dollars.

Staff is requesting the Board of Directors' authorization to increase the not-to-exceed amount of Contract #12-C02 with MV Transportation, Inc., to accommodate increased trip demand beyond RFP projections in the amount of \$2,693,591, and amend the FY2012 Operating Budget, accordingly.

Motion was made and seconded to authorize the increase of the not-to-exceed amount of contract #12-C02 with MV Transportation, Inc., to accommodate increased trip demand beyond RFP projections.

Under discussion, the Chairman recognized Commissioner Brandon Arrington.

Commissioner Arrington stated the Audit Committee discussed providing Medicaid riders' options and the development of incentive programs to help shift the ridership. Additionally, the Committee anticipates reviewing options and programs.

The Motion passed unanimously.

8. Other Business

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

9. Monthly Reports

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

Meeting adjourned at 4:22 p.m.

Consent Agenda Item #6.A. i

To: LYNX Board of Directors

From: Blanche Sherman
-DIRECTOR OF FINANCE
Blanche Sherman
(Technical Contact)

Phone: 407.841.2279 ext: 6100

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

Date: 9/27/2012

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer or designee to release a Request for Proposal (RFP) for Banking Services.

BACKGROUND:

The original contract for banking services signed with Bank of America in January of 2008 was for a three year period with two (1) year options. This last option-year with Bank of America expires January 13, 2013. Therefore, LYNX requires these services to be re-bid competitively at this time.

FISCAL IMPACT:

LYNX staff has included funding in the amount of \$10,000 in the FY2013 Adopted Operating Budget for annual banking services.

Consent Agenda Item #6.A. ii

To: LYNX Board of Directors

From: Daniel Healey
DIRECTOR OF ENGINEERING
William Zielonka
(Technical Contact)

Phone: 407.841.2279 ext: 6036

Item Name: Release Requests for Proposal (RFP)
Authorization to Release a Request for Proposal (RFP) for Design and
Construction of the LYNX Facility Hardening for Securing LYNX
Operations Center

Date: 9/27/2012

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer or designee to release a Request for Proposal (RFP) for design and construction of the LYNX Facility Hardening for securing LYNX Operation Center.

BACKGROUND:

The Transit Security Grant Program (TSGP) is a Department of Homeland Security (DHS) grant program focusing on transportation infrastructure security activities. This program is part of a comprehensive set of measures implemented to help strengthen the Nation's critical infrastructure against risks associated with potential terrorist attacks. TSGP is a competitive grant program designed to protect critical surface transportation infrastructure and the traveling public from acts of terrorism, major disasters and other emergencies.

LYNX has successfully competed for limited DHS TSGP funding over the past several years, receiving annual grant awards since FY2007. Prior year grant awards and related activities included the following:

- Training: agency-wide homeland security training
- Visual surveillance: funding provided to add transfer center passenger facilities into our CCTV monitoring program, and to centralize all facilities monitoring within a single location
- Public Awareness: funding provided to implement a regional transit homeland security public awareness program
- Enhanced communications: funding provided to equip buses with an integrated mobile data communications system

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- Wireless surveillance network: funding provided to implement a wireless surveillance network along the LYMMO route

The FY2010 DHS TSGP award in the amount of \$516,463 provides funding to install physical hardening/security measures at the existing LYNX Operations Center (LOC). The physical hardening/security measures will prevent the intrusion of unauthorized personnel into secure areas of the bus yard. The proposed improvements align with recommendations provided in the 2009 update to LYNX' Threat and Vulnerability Analysis (TVA). The TVA evaluates the likelihood of specific threats that may endanger system operations and provides recommended actions and countermeasures to eliminate or mitigate such threats. LYNX operations facilities are deemed critical assets as defined within the TVA.

Improvements will be:

- Phase One Improvements to the concrete fencing along the north and east side of building and the east side of building "B" to provide a deterrent for scaling the fence. This is a motion detection device that will alert security.
- Phase Two Improvement to the entrance gating to building "B" for the bus parking area to prevent unauthorized vehicles from entering the bus parking lot. Entry will be card accessible and the gate will be a crash gate.
- Phase Three An intrusion detection device system for perimeter protection on the south and west side of building "B" to detect unauthorized access onto LYNX property. This is a motion detection system that will alert security.

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

Although this procurement is not funded with DOT assisted dollars, LYNX has established a small business goal of 1% that cannot and will not be counted toward FTA DBE overall goal participation in accordance with the guidelines of 49 CFR Part 26.

FISCAL IMPACT:

LYNX staff has included \$435,000 in the FY2013 Adopted Capital Budget to complete security enhancements at LOC.

Consent Agenda Item #6.B. i

To: LYNX Board of Directors

From: Daniel Healey
DIRECTOR OF ENGINEERING
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 Janitorial Services

Date: 9/27/2012

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) to award a fixed-priced services contract for janitorial services.

BACKGROUND:

A contract for janitorial services was awarded December 6, 2007, to Grosvenor Building Services, Inc. The maximum five-year duration of this contract will expire November 2012, with all option years exercised. The following locations require janitorial services:

- (1) LYNX Operations Center, located at 2500 Lynx Lane, Orlando, FL 32804
- (2) LYNX Central Station, located at 455 North Garland Ave., Orlando, FL. 32801
- * (3) LYNX South Street Facility, located at 1200 South Street, Orlando, FL 32801
- * (4) LYNX Kissimmee Satellite Facility, located at 100 North Alaskan Ave, Kissimmee
- * *Optional*

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

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

The current fiscal year authorization for this contract is \$85,242.00, which resulted in an estimated contract amount of \$255,726.00 for five years. With the addition of the new LYNX

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Operation Center (LOC) a new contract is estimated to cost \$211,000 annually or \$1,055,000 over the five-year contract period.

FISCAL IMPACT:

LYNX staff has included funding in the amount of \$203,000 in the FY2013 Adopted Operating Budget for janitorial services.

Consent Agenda Item #6.C. i

To: LYNX Board of Directors

From: Edward Johnson
GENERAL MANAGER
Bernard Guida
(Technical Contact)

Phone: 407.841.2279 ext: 6058

Item Name: Award Contracts
Authorization to Negotiate and Award a Contract to Akerman Senterfitt,
Attorneys at Law, for General Counsel Legal Services

Date: 9/27/2012

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to negotiate a fee structure and execute a contract with Akerman Senterfitt, Attorneys at Law, to provide General Counsel Legal Services that will include legal counsel to the Board of Directors, Chief Executive Officer and staff in the areas of; general counsel; procurement/contract law; real property; construction and environmental law; eminent domain and property damage per RFP Number 12-R10.

BACKGROUND:

On March 22, 2012 the Governing Board approved the authorization to issue an RFP for General Counsel Legal Services covering a three (3) year base period with two (2) one-year options. Blanche Sherman, Director of Finance; James McLawhorn, Chief Government Affairs Officer; and Baunie McConnell, Director of Risk Management served on the Source Evaluation Committee (SEC). The evaluation criteria for the proposals included qualifications of the firm; expertise and knowledge of staff; cost effectiveness; capability and financial resources and minority hiring and advancement program.

On April 9, 2012, an RFP was issued with the proposal being due on May 16, 2012. Two (2) firms registered as prospective proposers. One (1) proposal was received by the due date.

The Source Evaluation Committee (SEC) met to evaluate the proposal and felt that the firm of Akerman-Senterfitt Attorneys at Law is a qualified and responsible proposer. Akerman Senterfitt demonstrated that it brings to the table a broad range of expertise that meets the needs of LYNX. In particular, Akerman was successful at demonstrating its knowledge in board governance assisting at least 12 medium to large size governmental agencies as general or special counsel, public administrative law procedures, intellectual property laws, real estate laws, and public

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finance/banking laws. Further, Akerman demonstrated a firm commitment to minority hiring and advancement through its on-going program.

FISCAL IMPACT:

LYNX staff has included \$350,000 in the FY2013 Adopted Operating Budget to support these services. Future year's costs for legal services will be estimated based on future plans, hourly rates and prior year's usage. Such costs will be included in the LYNX' Annual Operating Budget at a not-to-exceed amount of \$1,750,000 over the term of the contract.

Consent Agenda Item #6.C. ii

To: LYNX Board of Directors

From: Blanche Sherman
-DIRECTOR OF FINANCE
Blanche Sherman
(Technical Contact)

Phone: 407.841.2279 ext: 6100

Item Name: Award Contracts
Authorization to Ratify the Award of Contract #13-C01 to RKA Petroleum
Companies, Inc. for the Purchase of Dyed Ultra Low Sulfur Diesel Fuel

Date: 9/27/2012

ACTION REQUESTED:

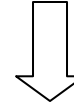
Staff is requesting the Board of Directors' to ratify the award of Contract #13-C01 to RKA Petroleum Companies, Inc. to provide dyed ultra low sulfur diesel fuel. The term of the contract is for a one year period beginning October 1, 2012 through September 30, 2013.

BACKGROUND:

The current Contract expires on September 30, 2012. An Invitation for Bid (IFB) was issued on July 6, 2012 and responses were due at 2 p.m. E.S.T. on August 3, 2012. The bid required suppliers to provide a fixed fee cost per gallon known as an "Adder Fee" to deliver the fuel. The "Adder Fee" is added to the cost of the fuel. The Fuel cost is set based on the daily rack average of U.S. Gulf Coast Platts (USGC) index. Other charges include a fuel delivery surcharge based on the freight charge times the national Diesel Fuel Price Index Surcharge. The fuel surcharge is adjusted based on the weekly diesel and unleaded fuel price from Department of Energy average diesel and unleaded fuel prices for the current week, as well as a fixed pump off fee for above ground tanks.

LYNX Board Agenda

The following bids were received:



Bid Number: 12-B11
Title: Ultra Low Sulfur Diesel Fuel & 87 Octane Unleaded Gasoline
Due Date and Time: August 3, 2012 at 2:00 P.M.

CLIN	Description	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price
1000	Dyed Ultra Low Sulfur Diesel Fuel	0.1153	0.1270	0.1188	0.1062	0.1661	0.1375
1001	87 Octane Unleaded Gasoline	0.1054	0.1116	0.0653	0.0925	0.1839	0.1595
1002	Pump Off Fee for Above Ground Tanks	.00060 or \$45/Del	35.00	40.00	45.00	45.00	35.00
	FUEL DELIVERY SURCHARGE	YES	YES	YES	YES	YES	NO



FISCAL IMPACT:

LYNX staff has included \$10,385,686 in the FY2013 Adopted Operating Budget to support the purchase of dyed ultra low sulfur diesel fuel.

Consent Agenda Item #6.C. iii

To: LYNX Board of Directors

From: Edward Johnson
GENERAL MANAGER
Rudolph Walter
(Technical Contact)
Ellisa Darnall
(Technical Contact)

Phone: 407.841.2279 ext: 6058

Item Name: Award Contracts
Authorization to Award a Contract to Mears Destination Services, Inc. for Express Bus Services

Date: 9/27/2012

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to enter into a three (3) year contract with two (2) one (1) year renewal options with Mears Destination Services, Inc. for Express Bus Services at a not-to-exceed amount of \$812,478.

BACKGROUND:

Orlando, like other major cities, experiences gridlock and traffic jams daily, especially when commuting from the northern suburbs in Seminole County, from Osceola County to the south and from the eastern suburbs of Orange County to downtown Orlando. Heavy traffic is also common in the tourist district south of downtown. Rush hours (peak traffic hours) are usually weekday mornings (after 7am) and afternoons (after 4pm). Currently, LYNX, along with Volusia and Lake Counties, operates two express routes.

Link 200, approximately 33 miles from downtown Orlando, carries commuters from the FDOT Park & Ride Facility in Deltona (Volusia County) and the Heathrow area in Seminole County to Downtown Orlando via I-4.

Link 204, approximately 26 miles from downtown Orlando, carries commuters from the FDOT Park & Ride Facility in Clermont (Lake County) via SR 50, the Florida Turnpike and Toll Road 408.

LYNX has implemented two (2) limited stop services to address the need for faster service from the Sanford area in Seminole County and from the Osceola Square Mall area in Osceola County to downtown Orlando.

LYNX staff also developed three (3) traditional express routes to serve additional needs for faster, more direct trips. The first is a route from the FDOT Park & Ride facility in east Orange County and Bithlo to downtown Orlando via SR 50 and the 408 Expressway. The second is a route from the FDOT Park & Ride facility in southeast Osceola County near St. Cloud to downtown Orlando via the Turnpike and I-4. The third route originates at the Osceola Square Mall in Osceola County going to downtown Orlando via US 192, SR 535 and I-4.

These three (3) new express services are designed to deliver a premium service with over the road transit coaches to attract more choice riders that may be unfamiliar with public transportation. The contractor will provide all aspects of the service including vehicles, operators, maintenance and dispatching from their facility.

Per the Board of Directors' authorization, a Request for Proposal (RFP) was issued for this service. Three (3) responses were received from the following firms:

Escot Bus Lines
Mears Destination Services, Inc.
Travel Lynx, Inc.

The Source Evaluation Committee (SEC) met to review and rank the proposals received. The SEC recommends contract award to Mears Destination Services, Inc., having received the top ordinal ranking of the firms.

PROPOSED NEW EXPANSION:

Peak hour express services from Osceola County and East Orange County to downtown Orlando.

FISCAL IMPACT:

LYNX staff is requesting a one-time use of LYNX reserves in the amount of \$270,826 to support this pilot project for year one's enhanced express service for one (1) route. If the pilot is successful and funds are secured to support the continuance of the pilot route and the remaining two (2) routes, such funding and routes will be included in future budgets, upon Board authorization.

Consent Agenda Item #6.C. iv

To: LYNX Board of Directors

From: Blanche Sherman
-DIRECTOR OF FINANCE
Blanche Sherman
(Technical Contact)
Nancy Rodriguez
(Technical Contact)

Phone: 407.841.2279 ext: 6100

Item Name: Award Contracts
Authorization to Ratify the Award of Contract 13-C02 to Petroleum Traders, Inc. for the Purchase of 87 Octane Unleaded Gasoline

Date: 9/27/2012

ACTION REQUESTED:

Staff is requesting the Board of Directors' to ratify the award of Contract 13-C02 to Petroleum Traders, Inc. to provide 87 octane unleaded gasoline. The term of the contract is for a one year period beginning October 1, 2012 through September 30, 2013.

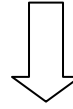
BACKGROUND:

87 octane unleaded gasoline is used to fuel LYNX staff vehicles and is also supplied to MV Transportation to provide Paratransit and Flex services for LYNX.

The current Contract expires on September 30, 2012. An Invitation for Bid (IFB) was issued on July 6, 2012 and responses were due at 2 p.m. E.S.T. on August 3, 2012. The bid required suppliers to provide a fixed fee cost per gallon known as an "Adder Fee" to deliver the fuel. The "Adder Fee" is added to the cost of the fuel. The fuel cost is set based on the daily rack average of U.S. Gulf Coast Platts (USGC) index. Other charges include a fuel delivery surcharge based on the freight charge times the national Diesel Fuel Price Index Surcharge. The fuel surcharge is adjusted based on the weekly diesel and unleaded fuel price from Department of Energy average diesel and unleaded fuel prices for the current week, as well as a fixed pump off fee for above ground tanks.

LYNX Board Agenda

The following bids were received:



Bid Number: <u>12-B11</u> Title: <u>Ultra Low Sulfur Diesel Fuel & 87 Octane Unleaded Gasoline</u> Due Date and Time: <u>August 3, 2012 at 2:00 P.M.</u>							
		Mansfield Oil 1025 Airport Parkway, SW Gainesville, GA 30501	Global Montello Group Corp. 800 South Street Waltham, MA 02454-9161	Petroleum Traders 7120 Pointe Inverness Way Fort Wayne, IN 46804-7928	RKA Petroleum 28340 Wick Road Romulus, MI 48174	Atlas Oil Co. 24501 Ecourse Road Taylor, MI 48180	SSI Petroleum 5131 Recker Highway Winter Haven, FL 33880
CLIN	Description	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price
1000	Dyed Ultra Low Sulfur Diesel Fuel	0.1153	0.1270	0.1188	0.1062	0.1661	0.1375
1001	87 Octane Unleaded Gasoline	0.1054	0.1116	0.0653	0.0925	0.1839	0.1595
1002	Pump Off Fee for Above Ground Tanks	.00060 or \$45/Del	35.00	40.00	45.00	45.00	35.00
	FUEL DELIVERY SURCHARGE	YES	YES	YES	YES	YES	NO

FISCAL IMPACT:

LYNX staff has included \$3,198,319 in the FY2013 Adopted Operating Budget to support the purchase of 87 octane unleaded gasoline.

Consent Agenda Item #6.C. v

To: LYNX Board of Directors

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

Phone: 407.841.2279 ext: 6009

Item Name: Award Contracts
Authorization to Award a Contract to AECOM Technical Services for
Architectural and Engineering Services for Bus Shelters and Transfer
Centers

Date: 9/27/2012

ACTION REQUESTED:

Staff is requesting Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to negotiate and award a Contract to AECOM Technical Services for Architectural and Engineering (A&E) Services for Bus Shelters and Transfer Centers. The term of the contract will be a total of three (3) years from date of award. Task Orders will be negotiated and issued for work to be performed.

BACKGROUND:

Per Governing Board authorization, an RFP for Architectural and Engineering (A&E) Services for Bus Shelters and Transfer Centers was issued on June 21, 2012. Responses were due July 17, 2012. The following four firms responded to the RFP:

AECOM Technical Services
HDR Engineering
Kimley-Horn & Associates
Little John Engineering & Associates

The Source Evaluation Committee met and based on analysis of the proposals, recommends the award of contract be made to AECOM Technical Services having received the top ordinal ranking of the firms.

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

LYNX has established a 10% contract participation goal. AECOM has committed the following firms for DBE participation;

Buchheit Associates, Inc.

Dix Lathrop and Associates, Inc.

Luke Transportation Engineering Consultants

John J. Christie & Associates

WBQ Design & Engineering

FISCAL IMPACT:

LYNX staff included \$728,609 in the FY2013 Adopted Capital Budget for architectural and engineering services and permitting for passenger bus shelters and transfer centers.

Consent Agenda Item #6.C. vi

To: LYNX Board of Directors

From: Rudolph Walter
DIRECTOR OF PLANNING
Jeffrey Reine
(Technical Contact)
Bernard Guida
(Technical Contact)

Phone: 407.841.2279 ext: 6009

Item Name: Award Contracts
Authorization to Negotiate and Award Contract to Decamil for Commercial Style Bus Shelters

Date: 9/27/2012

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to negotiate a fee structure and execute a contract for Commercial Style Bus Shelter Manufacturing with Decamil.

BACKGROUND:

Per Governing Board authorization, a Request for Proposal (RFP) for Commercial Style Bus Shelter Manufacturing was issued on June 11, 2012. Responses were due on July 11, 2012 at 2 p.m. E.S.T. The following four firms responded to the RFP:

Decamil
LNI Custom Manufacturing
Tolar Manufacturing
Spencer Fabrication

The Source Evaluation Committee (SEC) met and analyzed the proposals. The SEC recommends contract award to Decamil having received the top ordinal ranking of the firms.

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

A goal of 2% was established for this project. Decamil is a certified DBE firm.

LYNX Board Agenda

FISCAL IMPACT:

LYNX staff included \$942,000 in the FY2013 Adopted Capital Budget for passenger bus shelters.

Consent Agenda Item #6.D. i

To: LYNX Board of Directors

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

Phone: 407.841.2279 ext: 6009

Item Name: Miscellaneous
Authorization to Negotiate the Construction Phase Agreement with PCL for East/West LYMMO

Date: 9/27/2012

ACTION REQUESTED:

Staff requests authorization to negotiate the construction phase agreement between LYNX and PCL Construction Services, Inc. for the East/West BRT LYMMO Expansion Project.

BACKGROUND:

PCL will be completing their design work and moving to construction at the end of September. In order to keep the Design Build project moving forward, LYNX and PCL will negotiate a Guaranteed Maximum Price for the Construction portion of the project. The negotiated price shall not exceed \$5,482,251 with a 5% contingency totaling \$274,800 for a total construction cost of \$5,757,051.

PROPOSED NEW EXPANSION:

The project will add an additional 3.7 miles of BRT to the existing LYMMO system. Four additional buses have been ordered to support the project. It is anticipated that service will begin in October of 2013.

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

There is a 14% goal for DBE participation on this project.

FISCAL IMPACT:

LYNX staff has included \$5,982,507 in the FY2013 Adopted Capital Budget for unobligated expenditures related to the East/West LYMMO BRT project.

Consent Agenda Item #6.D. ii

To: LYNX Board of Directors

From: **Ellisa Darnall**
CHIEF OPERATING OFFICER
William Hearndon
(Technical Contact)
Rudolph Walter
(Technical Contact)
Gerald Bryan
(Technical Contact)

Phone: 407.841.2279 ext: 6036

Item Name: **Miscellaneous**
Authorization to Execute Purchase of Service Agreement #12-A85 with Polk County Board of County Commissioners

Date: 9/27/2012

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to execute Purchase of Service Agreement #12-A85 with Polk County Board of County Commissioners to operate NeighborLink 603 in Southwest Poinciana.

BACKGROUND:

In January 2010, LYNX entered into an agreement with Polk County Board of County Commissioners to provide NeighborLink 603 (formerly PickUpLine 603) in Southwest Poinciana (Villages 7 and 8).

It is LYNX and Polk County's desire to continue the existing service and expand the service area to overlap the southern portion of NeighborLink 601 in the area of Villages 3 and 4. The overlap of the service area will lighten the demand on NeighborLink 601 and improve the cost per trip of NeighborLink 603.

The current agreement (#10-014) expires September 30, 2012. This new agreement will maintain all terms of service of the original agreement; be valid from October 1, 2012, to September 15, 2015; modify the service area as described above; and update the name of the service from "PickUpLine" to "NeighborLink."

FISCAL IMPACT:

LYNX Board Agenda

Polk County Board of County Commissioners shall pay the full operating expense, plus fuel cost of NeighborLink 603. The FY2013 Adopted Operating Budget includes revenue and expenses in the amount of \$170,587 for the agreed upon services. Future year Operating Budgets will include the expense and revenues as appropriate.

**BUS SERVICE AGREEMENT
(No.12-A85)**

by and between

**CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY d/b/a LYNX
(LYNX)**

and

**POLK COUNTY BOARD OF COUNTY COMMISSIONERS
(Polk County)**

relating to the
providing of bus service in the Poinciana Area of Polk County, Florida area

October 1, 2012

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(The Table of Contents to this Bus Service Agreement is for convenience of reference only and is not intended to define, expand, or limit any of the terms and conditions of this Bus Service Agreement)

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Schedule of Exhibits

- Exhibit "A" – Sketch of Poinciana Area
- Exhibit "B" – Description of Service or Bus Route/Service Costs
- Exhibit "C" — Schedule of Service Times and Stops

BUS SERVICE AGREEMENT

THIS BUS SERVICE AGREEMENT (the "**Agreement**") made and entered as of October 1, 2012 (the "**Commencement Date**") by and between:

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY, a body politic of the State of Florida, d/b/a **LYNX**, 455 North Garland Avenue, Orlando, Florida 32801 (hereinafter referred to as "**LYNX**")

and

POLK COUNTY BOARD OF COUNTY COMMISSIONERS, a political subdivision of the State of Florida, c/o Polk County Transit Services Division, 1290 Golfview Avenue, Drawer HS09, Post Office Box 9005, Bartow, Florida 33831-9005 (hereinafter referred to as the "**County**").

The County and LYNX shall sometimes be referred to collectively as the "**parties**".

WITNESSETH:

WHEREAS, LYNX provides public transportation in the Central Florida area including, but not limited to, dedicated bus service for the benefit of and use by the public; and

WHEREAS, the County has expressed a need for additional or new public transportation service in and to certain portions of Polk County identified as the "**Poinciana Area**" (the "**Service Area**"), as generally described and set forth in **Exhibit "A"** attached hereto; and

WHEREAS, the Parties have agreed to LYNX establishing and/or expanding public transportation service in and to the Service Area to provide said additional public bus transportation, and LYNX is prepared to do so pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual premises herein contained, the parties hereto do hereby agree as follows:

1. **DEFINITIONS**. For the purposes of this Agreement, the following definitions shall apply under this Agreement, unless the context requires otherwise or another definition is expressly provided in this Agreement:

Agreement shall mean this Bus Service Agreement, as the same may be amended from time to time.

Bus Service shall mean the revenue bus service to be provided by LYNX in and to the Service Area as set forth in this Agreement and on **Exhibit "B"** attached hereto.

<u>Cost of Bus Service</u>	shall mean the actual cost incurred by LYNX to provide the Bus Service, which for the LYNX fiscal year ending September 30, 2010, will be based on an estimated hourly rate of \$40.07 including fuel and administration costs. The foregoing hourly rate is subject to readjustment for each succeeding fiscal year as provided in paragraph 3 below.
<u>County</u>	shall have the meaning set forth in the preamble to this Agreement.
<u>Farebox Revenue</u>	shall mean the revenue derived from LYNX from passengers utilizing the Bus Service. In the event any such Farebox Revenue is allocated to services provided by LYNX outside of the Service Area, then LYNX may make a reasonable allocation of said revenue so that the term "Farebox Revenue" relates solely to the Farebox Revenue for the Bus Service in the Service Area.
<u>FDOT</u>	shall mean the Florida Department of Transportation.
<u>FTA</u>	shall mean the Federal Transit Administration.
<u>Monthly Cost of Bus Service</u>	shall mean the actual cost incurred by LYNX (based on the Cost of Bus Service and actual hours of Bus Service) to provide the Bus Service for each and every month during the term of this Agreement.
<u>Monthly Farebox Revenue</u>	shall mean the actual Farebox Revenue received from LYNX for the Bus Service during each and every month during the term of this Agreement.
<u>Monthly Payment</u>	shall mean the payment to be made to LYNX by the County at the end of each and every month during the term of this Agreement, as provided in paragraph 6 below.
<u>Net Monthly Cost of Bus Service</u>	shall mean the net cost to provide the Bus Service on a monthly basis, which for any particular month is equal to the Monthly Cost of Bus Service for that month less the Monthly Farebox Revenue for that same month.
<u>Service Area</u>	shall mean the area described in <u>Exhibit "A"</u> attached hereto.
<u>Service Schedule</u>	shall mean the frequency, times and stops for the Bus Service to be provided by LYNX, as set forth and described in Paragraph 5 below.

2. **PROVIDING OF BUS SERVICE.** Pursuant to the terms and conditions of this Agreement and in consideration of the Payments, LYNX agrees to provide the Bus Service in the

Service Area. In regard to providing said Bus Service, the obligation of LYNX is subject to the following:

(a) Federal, state and local regulations applicable to LYNX including, but not limited to, the rules and regulations promulgated from time to time by FDOT and/or FTA as applicable to LYNX.

(b) All conditions beyond the reasonable control of LYNX including, but not limited to, Acts of God, hurricanes, matters of public safety, etc.

(c) The changing transportation needs of the County to the extent LYNX can reasonably accommodate such needs.

(d) The times set forth in this Agreement and other matters regarding the providing of Bus Service are not guarantees; they are projected times for stops and starts and are subject to best efforts by LYNX, including matters associated with traffic, accidents, etc.

3. **TERM.** This Agreement shall be effective as of the Commencement Date and shall, except as otherwise set forth herein or unless terminated in writing by either party, continue through September 30, 2015 (the "**Expiration Date**"), which is the funding period for providing the Bus Service as set forth in **Exhibit "C"** attached hereto.

No later than six (6) months before the end of each fiscal year of this Agreement (based on a September 30 fiscal year), the County and LYNX shall meet in good faith to discuss each party's intentions to negotiate an agreement for the continuance of service, as well as to consider any adjustment in the hourly cost of providing the Bus Service as set forth under Cost of Bus Service, to reflect any changes in LYNX's cost of doing so.

4. **TERMINATION.**

(a) **Termination at Will.** This Agreement may be terminated by either party upon no less than thirty (30) calendar days notice, without cause. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. Notice shall be effective upon receipt.

(b) **Termination Due to Lack of Funds.** In the event funds from governmental sources relied upon to finance this Agreement become unavailable, the County or LYNX may terminate this Agreement with no less than twenty-four (24) hours written notice to the other party and to the Polk County Board of County Commissioners. Notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. Notice shall be effective upon receipt.

(c) **Termination for Breach.** Unless breach is waived by the County or LYNX in writing, either party shall, in order to terminate this Agreement for breach, give the other party and the Polk County Board of County Commissioners written notice of the breach. If the breach is not cured within thirty (30) calendar days, the non-breaching party may terminate this

Agreement. Notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. Waiver by either party of breach of any provisions of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement, and shall not act as a waiver or estoppel to enforcement of any provision of this Agreement. The provisions herein do not limit the County's or LYNX's right to remedies at law or to damages.

5. **SCHEDULE OF BUS SERVICE.** Attached hereto as **Exhibit "C"** is a Schedule showing the proposed times, stops and service for the Bus Service. This Schedule is subject to all of the provisions of this Agreement. This schedule is not a guarantee but rather reflects the anticipated times, stops, and service. During the term of this Agreement, LYNX, after discussion with the County, may adjust the Schedule to better accommodate the overall Bus Service to be provided under this Agreement. Thus, for example, if a particular Bus Stop provides a safety hazard, then LYNX, in cooperation with the County, could move that Bus Stop to a safer location.

6. **PAYMENT FOR BUS SERVICE.** The Bus Service to be provided by LYNX pursuant to this Agreement is in consideration of the County paying to LYNX the Net Monthly Cost of Bus Service. In that regard, the parties do hereby agree as follows:

(a) Within thirty (30) days after the end of each and every month, LYNX shall provide to the County an accounting in reasonable detail sufficient to show for said month the actual Monthly Cost of Bus Service and actual Monthly Farebox Revenue, which would show for that month the required actual payment to be made to LYNX which would be the Net Monthly Cost for Bus Service to be paid. The County shall make said monthly payment to LYNX within thirty (30) days after the receipt of the invoice from LYNX.

(b) To the extent the Monthly Farebox Revenue exceeds the Monthly Cost of Bus Service, the billing to the County for that month will be zero, and neither party will be obligated to the other. LYNX will be entitled to keep the Monthly Farebox Revenue.

(c) For the purpose of invoicing the County, invoices and related matters will be sent to the County at the following address:

Polk County Board of County Commissioners
Transit Services Division
Finance Center
Drawer HS09, Post Office Box 9005
Bartow, Florida 33831-9005

or received in person at:

1290 Golfview Avenue
Suites 104 or 264
Bartow, Florida 33830

(d) In any event, the obligation of LYNX to provide the Bus Service is expressly contingent upon it receiving and only to the extent it receives the required Payments set forth above.

(e) Nothing contained in this Agreement shall obligate LYNX to provide for the Bus Service any other funding. Specifically, LYNX will not be obligated to provide any general funding it receives from any other government agency to the Bus Service. With respect to any bus fares that may arise from the Bus Service (including any interest, if any, that LYNX may obtain by virtue of any deposits it makes by virtue of any of the Payments), those fares, interests, etc. may be retained by LYNX and used for its other bus operations and is not required to be used for the Bus Service to be provided under this Agreement.

7. **This Paragraph is not applicable.**

8. **SECURITY DEPOSIT.** No security deposit is required of the County under this Agreement.

9. **This Paragraph is not applicable.**

10. **ADVERTISING.** The parties are aware and understand that LYNX undertakes an advertising program on its buses and that LYNX also does not specifically identify a specific bus on a specific route. From time to time, buses will be taken out of service for maintenance and repair and replacement, and future buses will also be used from time to time to provide the Bus Service. In addition, various rules (including FTA guidelines) provide for random assignment of buses. With this background:

(a) LYNX will be entitled to place on the buses which it uses to provide the Bus Service, advertising from time to time.

(b) LYNX shall have the right in its reasonable discretion as to what buses and the type of the buses that will be used to provide the Bus Service.

The foregoing assignments and other matters regarding the buses in the Bus Service will be subject in all respects to all applicable laws including FTA and FDOT requirements. Any advertising revenue obtained from LYNX in connection with the Bus Service will be the property of LYNX and will not be deemed to be any "Farebox Revenue".

11. **BOND.** The County shall not be required to furnish LYNX with any bond or other collateral conditioned for the faithful performance of the duties and due accounting for all monies received by the County under this Agreement.

12. **NON-ASSIGNABILITY.** This Agreement is not assignable by either Party without the prior written consent of the other Party. However, should the County's Transit Services Division consolidate into the Polk Transit Authority, then the County may assign the Agreement to the Polk Transit Authority without the consent of LYNX.

17. **MISCELLANEOUS CLAUSES.**

(a) **Sovereign Immunity.** Each party hereto is a government agency entitled to sovereign immunity under the laws of the State of Florida. Nothing contained in this Agreement, the relationship between the parties hereto, the providing of the Bus Service, or otherwise shall in any way whatsoever constitute any waiver by LYNX or the County of its rights to invoke sovereign immunity as a governmental entity.

(b) **Force Majeure.** The rights and obligations and duties of the parties hereunder shall be subject to any causes beyond their reasonable control including, but not limited to, Acts of God, hurricanes, storms, and, in the case of LYNX, government regulations and directives applicable to it.

(c) **Time of Essence.** The parties recognize that time is of the essence in the performance of the provisions of this Agreement provided, however, in regard to the providing of Bus Service, that is subject to the qualifications set forth in this Agreement.

(d) **Legal Obligations.** This Agreement shall not relieve any party of any obligation or responsibility imposed upon it by law.

(e) **No Waiver.** No term or provision of this Agreement shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party or parties claimed to have waived or consented. Waiver of any default of this Agreement shall not be deemed a waiver of any subsequent default. Waiver of breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach. Waiver of such default and waiver of such breach shall not be construed to be a modification of the terms of this Agreement unless stated to be such through written approval of all parties.

(f) **Benefits of Service.** The Payments to be paid by the County to LYNX are net, and shall not be reduced based upon any other funding or benefits that LYNX may receive including, but not limited to, any funding that LYNX receives from the FTA as a part of its overall ridership total.

(g) **No Oral Modification.** The parties agree that this Agreement is a complete expression of the terms herein and any oral or written representations or understandings not incorporated herein are excluded.

(h) **Severability.** If any of the provisions of this Agreement are held to be invalid, illegal or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. To that end, the provisions of this Agreement are declared to be severable.

(i) **Counterparts.** This Agreement may be executed in two (2) or more counterparts, each of which will be deemed an original, and it will not be

necessary in making proof of this Agreement or the terms of this Agreement, to produce or account for more than one (1) of such counterparts.

(j) **Adjustment of Bus Routes.** The parties are aware and understand that with respect to any adjustment or modification of Bus Service, LYNX will be required to follow State and Federal guidelines relating to adjustments and modification of Bus Service. This will generally require a minimum of one hundred twenty (120) days in order to provide various required public notices.

(k) **Capital Requirements (i.e., Buses).** LYNX has generally planned for adequate buses to provide the Bus Service. If, at any time, LYNX experiences a material shortfall or lack of buses to provide the Bus Service, LYNX will immediately discuss with the County such situation and how it is to be resolved. The matter will also be brought to the attention of the Board of Directors of LYNX and the Parties will seek to arrive at a solution to provide such additional bus capacity. In doing so, the parties are aware that any solution would not necessarily involve LYNX moving buses from its other public routes. LYNX, through its Board of Directors, will have in its reasonable discretion the ability to deal with such situation.

(l) **Default/Notice/Procedure to Resolve Disputes.** The parties understand and are aware that this Agreement is between two entities who mutually desire for the beneficial providing of the Bus Service under this Agreement and wish to avoid any default or misunderstandings. Thus, in the event one Party hereto believes that the other Party is in default under this Agreement, the other Party through a senior representative shall contact a senior representative of the other Party in an effort to discuss and resolve any alleged default or nonperformance. Failing such resolution, said Party will then be required to give actual written notice to the other party of said alleged default before said Party may exercise any of the rights available to it under this Agreement. With this background, the County is aware and specifically understands that the scope and quantity of the Bus Service being made available by it, is based upon the payments due LYNX hereunder. Thus, for example, if the County should fail to pay the requisite Payments, LYNX could seek to enforce that payment but, at its option, could also reduce in its discretion the bus service specifically within the Service Area.

(m) **Service Within and Outside the Service Area.** The Bus Service to be provided by LYNX under this Agreement covers Bus Routes that are located within the Service Area, as more particularly set forth in **Exhibits "A" and "B"**. LYNX is not obligated to provide the Bus Service outside the Service Area, unless otherwise agreed between the parties through an amendment to this Agreement.

(n) **Independent Contract As To Employees Of Lynx.** LYNX is an independent contractor and retains the right to exercise full control and supervision over its employees and their compensation and discharge. LYNX will be solely responsible for all matters relating to payment of its employees,

including but not limited to the withholding and payment of employee taxes, insurance contributions, placement of insurance and pension coverages and the like.

18. **BOARD APPROVAL.** This Agreement is subject to the approval by the LYNX Board of Directors and the Polk County Board of County Commissioners.

19. **COMPLETE AGREEMENT.** This Agreement constitutes the complete agreement between the parties hereto with respect to the management and distribution of the services contemplated herein and it may not be amended, changed or modified except by a writing signed by the party to be charged by said amendment, change or modification subject to the following:

(a) Modifications that are anticipated to result in no increase to LYNX's operational cost per revenue hour (see Cost of Bus Service) require only the concurrence of the LYNX's Executive Director and the approval of the Director, Transit Services Division, Polk County Board of County Commissioners.

(b) Modifications that are anticipated to result in an increase to LYNX's operational cost per revenue hour (see Cost of Bus Service) require the approval of the LYNX's Board of Directors and the Polk County Board of County Commissioners.

[Signatures Begin On Following Page]

IN WITNESS WHEREOF, the parties have hereunto executed this Bus Service Agreement the day and year first above written.

Attest:

POLK COUNTY, FLORIDA

As Clerk to the
Board of County Commissioners

By Board of County Commissioners

By: _____

By: _____
(Signature of Authorized Official)

(Print Name and Title of Person Signing)

Dated: _____

**CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY**

By: _____
John Lewis, Chief Executive Officer

Approved as to form only by General Counsel;
for sole reliance by LYNX

Akerman, Senterfitt & Eidson, P.A.

By: _____
Patrick T. Christiansen

Exhibit "A"

Sketch of NeighborLink 603 Service Area



Exhibit "B"

Description of Service or Bus Route

The Link 603 would be operated identical to the existing LYNX NeighborLink services. Passengers would call a minimum of two hour in advance to schedule a ride. The vehicle would provide curb service at the same fare as the LYNX fixed-route service, \$2; daily, weekly, and monthly LYNX passes will also be accepted. Destinations anywhere within the defined catchment area would be provided, to include the Wal-Mart transfer point. A free 90-minute transfer would be available to cash customers to transfer to any LYNX fixed route service or other Pick Up Line service available at the designated transfer point.

Demand for the service will ultimately dictate – on a trip-by-trip basis – the total amount of time needed for pick ups within the designated service area, but one hour minimum is recommended. The total minimum operating time on a per-round trip plus pick up time is approximately 1 hour, 45 minutes. Thus the service will operate on a on a two-hour headway.

Exhibit "C"

Schedule of Service Times and Stops

Link 603 Schedule

With Connections at Poinciana Wal-Mart on Cypress Parkway

Link 603 Begins Service	Link 603 Arrives At Wal-Mart	Link 603 Departs Wal-Mart	Link 603 Ends Service
5:30 A.M.	6:05 A.M.	6:15 A.M.	
	8:05 A.M.	8:15 A.M.	
	10:05 A.M.	10:15 A.M.	
	12:05 P.M.	12:15 P.M.	
	2:05 P.M.	2:15 P.M.	
	4:05 P.M.	4:15 P.M.	
	6:05 P.M.	6:15 P.M.	8:00 P.M.

Consent Agenda Item #6.D. iii

To: LYNX Board of Directors

From: Daniel Healey
DIRECTOR OF ENGINEERING
Jeffrey Reine
(Technical Contact)

Phone: 407.841.2279 ext: 6036

Item Name: Miscellaneous
Authorization to Terminate the Locally Funded Agreement with the Florida Department of Transportation (FDOT) for the SR 436 Bus Pads FM # 422048-1-52-01 & 422048-2-52-01

Date: 9/27/2012

ACTION REQUESTED:

Authorization to revoke Resolution 12-004 (attached) to terminate the Locally Funded Joint Planning Agreement (JPA) between LYNX and the State of Florida Department of Transportation (FDOT) for upgrades to thirty-eight (38) transit stops in Seminole and Orange counties.

BACKGROUND:

In the spring of 2011, FDOT contacted LYNX staff regarding a proposed drainage maintenance project along SR 436 in Seminole and Orange Counties. LYNX staff requested upgrades to stops along the corridor to bring them into ADA compliance and/or improve accessibility to stops within the corridor. FDOT conducted a pedestrian safety study along the corridor and in conjunction with LYNX staff identified improvements to 38 transit stops in the corridor.

Improvements proposed under the project consist of three main items. The first item is providing ADA accessible alighting pads at each transit stop. The second item includes providing new sidewalk connections where necessary to create an ADA accessible route from the transit stop to the existing sidewalk along SR 436. The third item includes extending the side drains and mitered end sections. The breakdown of sites follows:

Seminole County – 17 transit stops
Orange County – 21 transit stops

In October 2011 FDOT asked LYNX to fund the bus stop improvements at a cost of \$82,015. LYNX intent was to utilize 5307 grant funds programmed for amenities and transit access to fund the LYNX share of the project.

Since this time, LYNX has been coordinating with both FDOT and the FTA. The result of this discussion is that the project is not able to be funded using FTA dollars. Satisfactory continuing control for the length of the useful life of 20 years was not guaranteed. In addition, the method of procurement by FDOT was such that separation of LYNX-funded items versus the rest of the project was not possible. As such, this would have made allocation and accounting of how the dollars were spent very difficult. As these bus pads are an asset associated with the improvements, maintenance will be the responsibility of the Department.

On August 28, 2012 LYNX received communication from FDOT that the Department is now able to fund these improvements in their entirety. As such, with the funding in place from FDOT covering the previous cost share from LYNX, the project is able to move forward. It is anticipated that FDOT will let the project in January 2013.

FISCAL IMPACT:

LYNX staff included \$100,000 in the FY2012 Capital Budget for bus pads along SR 436 with federal grant dollars. The Federal Transit Administration (FTA) did not approve use of LYNX' federal grant funding for this project as described in the Board approved LYNX/FDOT local agreement. Therefore, these funds will not be expended.

Agency: Central Florida Regional Transportation Authority d/b/a LYNX	Fund: LF Contract Amount: \$82,015.00	Financial Management No.: 422048-1-52-01 & 422048-2-52-01 Vendor No: F592982959
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**LOCALLY FUNDED AGREEMENT
BETWEEN
THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
AND
THE CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY**

This **AGREEMENT**, made and entered into this ____ day of _____, 2011, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (hereinafter referred to as the “DEPARTMENT”) and the CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY d/b/a LYNX, (hereinafter referred to as the “AUTHORITY”),

WITNESSETH:

WHEREAS, the Parties have been granted specific legislative authority to enter into this Agreement pursuant to Section 339.12, Florida Statutes; and

WHEREAS, the AUTHORITY, by Resolution, a copy of which is attached hereto as Exhibit “C”, and made apart hereof, has authorized its officers to execute this Agreement on its behalf; and

WHEREAS, the DEPARTMENT is prepared, in accordance with its Adopted Five Year Work Program, to undertake the project described as: “Improve the condition & maintainability of the existing ditches/swales by reshaping them using sod & geotechnical reinforcement. Approximately 10% of the ditches will require fabric form rip rap as a ditch treatment”, said project being known as Financial Management (FM) Numbers 422048-1-52-01 and 422048-2-52-01 in the DEPARTMENT’S Fiscal Year 2012/2013, hereinafter referred to as the “Project”; and

WHEREAS, the Project is not revenue producing and is contained in the Adopted Work Program; and

WHEREAS, the implementation of the Project is in the interests of both the DEPARTMENT and the AUTHORITY and it would be most practical, expeditious, and

economical for the AUTHORITY to provide the funds to: “Upgrade thirty eight (38) transit stops in Seminole and Orange Counties along State Road 436”, said improvements shall hereinafter be referred to as the “Additional Improvements”; and

WHEREAS, in order to maintain uniformity throughout the Project and to provide for the Additional Improvements in a cost effective manner, the AUTHORITY desires to have said Additional Improvements made a part of the Project and to provide funding to the DEPARTMENT to be used for the Additional Improvements as described in “Exhibit A”;

NOW, THEREFORE, in consideration of the mutual benefits to be derived from the joint participation of this Agreement, the parties agree as follows:

1. The terms of this Agreement shall begin upon the date of signature of the last party to sign and shall remain in full force and effect through completion of all services required of the AUTHORITY. The DEPARTMENT may, at any time and at any stage, amend or terminate the Project in whole or in part if the DEPARTMENT determines that such action is in the best interests of the public.

2. The DEPARTMENT shall cause the Additional Improvements described in Exhibit “A” to be incorporated into the DEPARTMENT’S plans for State Road 436 Drainage Improvements project and to be constructed as a part of said project.

3. The DEPARTMENT shall perform necessary preliminary engineering, prepare any and all design plans, perform the construction, provide all necessary engineering supervision, and otherwise perform all other necessary work, all as may be applicable for the Project as previously defined. The Project as previously defined may include some or all of the foregoing activities. Nothing herein shall be construed as requiring the DEPARTMENT to perform any activity which is outside the scope of the Project as previously defined. Except as specifically stated otherwise in this Agreement, all such activities shall be performed by such entities, at such times, in such manner, under such conditions, and pursuant to such standards as the DEPARTMENT, in its sole discretion, deems appropriate. The AUTHORITY shall not have any jurisdiction or control over the DEPARTMENT’S activities, except as specifically stated in this Agreement. The AUTHORITY shall be entitled to be advised of the progress of the Project at reasonable intervals upon request.

4. Upon completion of the Project, the DEPARTMENT shall own and shall be responsible for the maintenance of the facilities constructed under this agreement.

5. Contribution by the AUTHORITY of the funds for the construction phase of the Project shall be made as follows:

(A) The DEPARTMENT'S current estimate cost of the Additional Improvements is **\$82,015.00 (Eighty Two Thousand Fifteen Dollars and No/100)**.

(B) The AUTHORITY agrees that it will furnish the DEPARTMENT a Lump Sum advance deposit in the amount of **\$82,015.00 (Eighty Two Thousand Fifteen Dollars and No/100)** on or before May 2, 2012, for full payment of the cost of the Additional Improvements. The DEPARTMENT may utilize this contribution for payment of the cost of the Additional Improvements. If the actual costs of the Additional Improvements are less than the funds provided the excess will be applied to other phases on the Project.

(C) The DEPARTMENT and the AUTHORITY agree that the lump sum contribution shall be an asset of the DEPARTMENT and that it constitutes a full and final payment for the cost of the work, without any requirement for a subsequent accounting for the use of the payment.

(D) The DEPARTMENT'S performance and obligation to construct the Project is contingent upon an annual appropriation by the Florida Legislature. The parties agree that in the event funds are not appropriated to the DEPARTMENT for the Project, this Agreement may be terminated, which shall be effective upon the DEPARTMENT giving written notice to the AUTHORITY to that effect.

(E) Both parties further agree that in the event the Additional Improvements are not constructed or this Agreement is terminated prior to commencement of construction of the Project, the funds provided by the AUTHORITY for construction of the Additional Improvements will be returned to the AUTHORITY.

(F) The payment of funds under this Locally Funded Agreement will be made directly to the DEPARTMENT for deposit.

(G) Contact Persons:

Florida Department of Transportation

Shirley Matthews	Derek Dixon
JPA Coordinator/MS 4-521	Project Manager/MS 542
719 South Woodland Boulevard	719 South Woodland Boulevard
DeLand, Florida 32720-6834	DeLand, Florida 32720-6834
PH: (386) 943-5520	PH: (386) 943-5547
holly.lopenki@dot.state.fl.us	derek.dixon@dot.state.fl.us

Central Florida Regional Transportation Authority

Laura Minns
Capital Strategic Planner
455 North Garland Avenue
Orlando, Florida 32801-1518
386/671-8653
lminns@golynx.com

6. All tracings, plans, specifications, maps, models, reports, or other work product prepared or obtained under this Agreement shall be considered works made for hire for the DEPARTMENT and shall at all times be and remain the property of the DEPARTMENT without restriction or limitation on their use. The AUTHORITY may, however, inspect those materials upon providing reasonable advance notice to the DEPARTMENT.

7. In the event this Agreement is in excess of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) or has a term for a period of more than one year, the provisions of Chapter 339.135(6)(a), Florida Statutes, are hereby incorporated as follows:

“The DEPARTMENT, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The DEPARTMENT shall require a statement from the Comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the DEPARTMENT which are for an amount in excess of \$25,000.00 and which have a term for a period of more than 1 year.”

8. The DEPARTMENT may unilaterally cancel this Agreement for refusal by the AUTHORITY to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by such party in conjunction with this Agreement.

9. This Agreement constitutes the complete and final expression of the parties with respect to the subject matter hereof, and incorporates and includes all proper negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein. The parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written.

10. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida. Any provision herein determined by a court of competent jurisdiction, or any other legally constituted body having jurisdiction, to be invalid or unenforceable shall be severable and the remainder of this Agreement shall remain in full force and effect, provided that the invalidated or unenforceable provision is not material to the intended operation of this Agreement.

11. The DEPARTMENT and the AUTHORITY acknowledge and agree to the following:


(A) The AUTHORITY shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the AUTHORITY during the term of the contract; and

(B) The AUTHORITY shall expressly require any contractors and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the contractor/subcontractor during the contract term.

IN WITNESS WHEREOF, the AUTHORITY has executed this Agreement this _____ day of _____, 2011, and the DEPARTMENT has executed this Agreement this _____ day of _____, 2011.

**CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY**

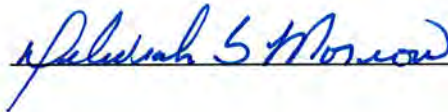
**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**

By: 
Name: John M. Lewis, Jr.
Title: Chief Executive Officer

By: _____
Name: Frank O'Dea, P.E.
Title: Director of Transportation Development

Attest:

Attest:



Executive Secretary

Legal Review

Legal Review:

City Attorney

Financial Provision Approval by
Department of Comptroller on:

Exhibit “A”

SCOPE OF SERVICES

FM#: 422048-1-52-01 & 422048-2-52-01

This Locally Funded Agreement is for the transfer of local funds from Central Florida Regional Transportation Authority d/b/a LYNX to the DEPARTMENT for the cost of the Project described below.

Project Description:

Improvements proposed under the project consist of three (3) main items. The first item is providing ADA accessible alighting pads at each transit stop, either by filling in the existing grass utility strip in the urban sections or providing an alighting pad per the details of Chapter 8 of the Plans Preparation Manual in the rural sections. The second item includes providing new sidewalk connections where necessary to create an ADA accessible route from the transit stop to the existing sidewalks along SR 436. The third item includes extending the side drains and mitered end sections. Other ancillary items associated with the improvements include clearing and grubbing, earthwork, sod, asphalt pavement, and gravity wall with handrail where needed.

The breakdown of work is as follows:

Seminole County (422048-1)	
Transit stops =	17
Orange County (422048-2)	
Transit stops =	21
Grand Total	
Transit stops =	38

Exhibit "B"

Project Costs

FM#: 422048-1-52-01 & 422048-2-52-01

The breakdown of cost for the work is as follows:

Seminole County (422048-1-52-01)			Orange County (422048-2-52-01)		
	Stop Number	Construction Cost		Stop Number	Construction Cost
1	16A	\$215	1	1	\$215
2	19	\$965	2	2	\$215
3	21	\$5,025	3	3	\$1,945
4	22	\$825	4	4A	\$2,385
5	23	\$675	5	6	\$1,945
6	24	\$1,065	6	8	\$2,380
7	25	\$13,600	7	9A	\$4,180
8	26A	\$215	8	11	\$7,705
9	28	\$1,095	9	12	\$2,065
10	30	\$215	10	13	\$930
11	31	\$2,345	11	14	\$215
12	32	\$1,020	12	15	\$235
13	34	\$3,885	13	43A	\$215
14	35	\$1,090	14	45	\$215
15	36	\$215	15	46A	\$4,475
16	37A	\$215	16	48	\$8,325
17	40A	\$215	17	50	\$3,860
			18	51	\$2,455
			19	52A	\$2,650
			20	54A	\$2,310
			21	56	\$215
Total		\$32,880	Total		\$49,135
Total Amount: \$82,015					

Exhibit "C"

Resolution

FM#: 422048-1-52-01 & 422048-2-52-01

Exhibit "C"

CFRTA RESOLUTION 12-004

A RESOLUTION OF THE CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY (d.b.a. LYNX); AUTHORIZATION FOR THE CHIEF EXECUTIVE OFFICER TO EXECUTE THE LOCAL FUNDING AGREEMENT FOR FM # 422048-1-52-01 & 422048-2-52-01 WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE AMERICAN WITH DISABILITIES ACT IMPROVEMENTS TO THIRTY-EIGHT (38) BUS STOPS ON STATE ROAD 436;

WHEREAS, the Florida Department of Transportation (hereinafter Department) in accordance with its Adopted Five Year Work Program, to undertake the project described as: "Improve the condition & maintainability of the existing ditches/swales by reshaping them using sod & geotechnical reinforcement. Approximately 10% of the ditches will require fabric form rip rap as a ditch treatment", said project being known as Financial Management (FM) Numbers 422048-1-52-01 and 422048-2-52-01 in the FDOT'S Fiscal Year 2012/2013, hereinafter referred to as the "Project";

WHEREAS, the implementation of the Project is in the interests of both the Department and the LYNX (hereinafter "Authority") and it would be most practical, expeditious, and economical for the Authority to provide the funds to: "Upgrade thirty eight (38) transit stops in Seminole and Orange Counties along State Road 436", said improvements shall hereinafter be referred to as the "Additional Improvements"; and

WHEREAS, in order to maintain uniformity throughout the Project and to provide for the Additional Improvements in a cost effective manner, the Authority desires to have said Additional Improvements made a part of the Project and to provide funding to the Department to be used for the Additional Improvements; 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 Local Funding Agreement #422048-1-52-01 & 422048-2-52-01 with the Florida Department of Transportation for the American with Disabilities Act Improvements to thirty-eight bus stops on SR 436; and

WHEREAS, this Board has the authority to authorize the execution of the Joint Participation Agreement(s).

NOW THEREFORE, BE IT RESOLVED THAT:

1. The BOARD has the authority to authorize the execution of the Local Funding Agreement #422048-1-52-01 & 422048-2-52-01

2. The BOARD authorizes the Chief Executive Officer (CEO) or designee to execute the Local Funding Agreement FM #422048-1-52-01 & 422048-2-52-01 with the Florida Department of Transportation for in the amount of \$82,015.00 (eighty-two thousand fifteen dollars and no/100)..
3. 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 12-004 APPROVING THE LOCAL FUNDING AGREEMENT FOR FM # 422048-1-52-01 & 422048-2-52-01 WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE AMERICAN WITH DISABILITIES ACT IMPROVEMENTS TO THIRTY-EIGHT (38) BUS STOPS ON STATE ROAD 436

APPROVED AND ADOPTED this 22th day of March 2012, by the governing Board of the Central Florida Regional Transportation Authority.

CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY

By: 
Chairman

Attest:


Assistant Secretary

Consent Agenda Item #6.D. iv

To: LYNX Board of Directors

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

Phone: 407.841.2279 ext: 6009

Item Name: **Miscellaneous**
Authorization to Begin Negotiations for Contract Award with Selected Vendor for the State Road 50 Alternative Analysis (AA)

Date: 9/27/2012

ACTION REQUESTED:

Staff is requesting Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to negotiate and award a Contract to Kittleson & Associates for a professional services contract for development of premium transit service on the State Road (SR) 50/UCF Connector Project. Based on the cost proposal submitted by Kittleson & Associates, the contract shall not exceed \$898,000.

BACKGROUND:

Per Governing Board authorization, an RFP for the State Road 50 Alternative Analysis was issued on May 9, 2012. Responses were due on June 7, 2012 at 2 p.m. E.S.T. The following six firms responded to the RFP:

Atkins Inc.
IBI Group, Inc.
Kimley-Horn & Associates
Kittleson & Associates
Parsons Brinckerhoff
URS Corporation

The Source Evaluation Committee met to analyze the proposals and based on the result, shortlisted the following three firms:

Kittleson & Associates
Parsons Brinckerhoff

URS Corporation

THE SEC met again to receive presentations as well as participate in a Q & A session by the three shortlisted firms. Based on the evaluation utilizing originally published criteria, the SEC recommends contract award to Kittleson & Associates having received the top ordinal ranking of the shortlisted firms.

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

LYNX has established a 4% contract participation goal on this contract. Kittelson & Associates, Inc. has a commitment for DBE participation by the following firms; Media Relations Group LLC and Connetics Transportation Group, Inc

FISCAL IMPACT:

LYNX staff has included \$1,500,000 in the FY2013 Adopted Capital Budget for the SR50 Alternative Analysis (AA) study.

Consent Agenda Item #6.D. v

To: LYNX Board of Directors

From: Rudolph Walter
DIRECTOR OF PLANNING
Kathy Clary
(Technical Contact)

Phone: 407.841.2279 ext: 6009

Item Name: Miscellaneous
Authorization to Ratify the Initiation of the Public Participation Process for Consideration of the Proposed Service Efficiency Changes to Links 111 and 319

Date: 9/27/2012

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to initiate the public participation process on September 17, 2012 for the proposed elimination of service on Link 111 from Destination Parkway to Walt Disney World with service frequency change to 60-minutes and the Link 319 proposed service change to 30-minute frequencies from LYNX Central Station to Richmond Heights via Washington Shores.

BACKGROUND:

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 FTA. In order to meet budget constraints, the segment of the Link 111 route from Destination Parkway to Walt Disney World is under proposal to be eliminated with the December 16, 2012 service change. The proposed portion to be eliminated on the Link 111 route may impact other Links and services in the system. Staff has completed an analysis on adjacent routes and services for Link 111 (Links 8, 42, 50) and, for the Link 319 (Links 20, 21, 25 and 303 at Washington Shores Super Stop) where it is anticipated that we may experience an increase in ridership due to the proposed service changes. The public workshops and the public hearing will provide customers the opportunity for their input on the proposed service changes to the Link 111 and Link 319. Part of the Public Participation Program requires staff to compile all comments from public workshops and the public hearing which will be presented to the Board on November 8, 2012.

LYNX Board Agenda

NEXT STEPS:

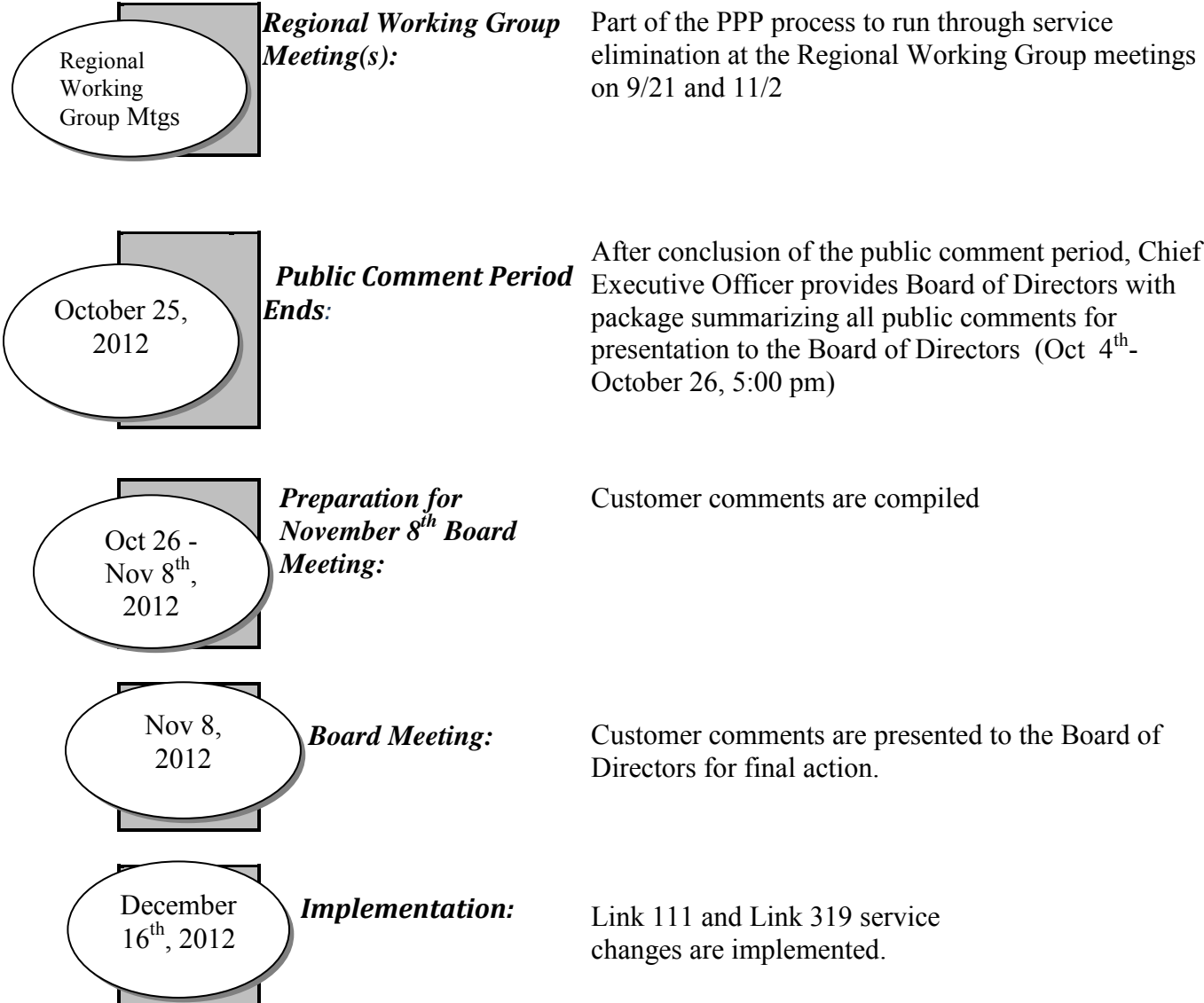
The timeline for the proposed the service change is listed below:

Link 111 and Link 319 Service Change Timeline

In accordance with LYNX Public Participation Program (PPP) Guidelines:

	Board Meeting:	Authorization to ratify the initiate public participation process.
	Advertise:	In accordance with the Public Participation Program Policy, the Chief Executive Officer or designee has the responsibility to administer in the form of press releases, announcements via bus, terminal, published ads, radio/TV, website, public workshops, public hearing(s) to gain public participation on the proposed service change.
	Public Workshops:	Public forums held in Orange County for allowing public comment and offering potential alternative service options for those customers impacted.
	Public Hearing:	Public Hearing at LYNX Central Station to officially present notification of proposed service change eliminating a portion of Link 111 & Link 319 to allow public comment by those affected. Public comment officially starts on 10/04 and ends 10/26 at 5:00 pm.
	Committee(s)/Board presentations	Part of the PPP process to run through MPO service elimination. MAC – 10/4, CAC -10/24, TTC 10/26, MPO 11/14
	Running Time & SERC Committee Meetings:	Part of the PPP process to include internal committees/groups in service elimination process. Week of 10/8 and/or 10/15

LYNX Board Agenda



FISCAL IMPACT:

All proposed changes will be supported with funds included in the FY2013 Adopted Operating Budget.

Consent Agenda Item #6.D. vi

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 Amend the Joint Participation Agreement (JPA) between LYNX and the Florida Department of Transportation (FDOT) for 5316 (Job Access and Reverse Commute - JARC) Non-Urbanized Area Program Funds

Date: 9/27/2012

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to Amend Joint Participation Agreements #4211871 with the Florida Department of Transportation.

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.

In September 2011 the Coordinating agreements and Funding Allocations with Seminole Behavioral Healthcare; Meals on Wheels; Quest, Inc.; Primrose Center, Inc.; The Opportunity Center; and The Independent Transportation Network of Orlando were amended to recognize them as sub-recipients rather than vendors. The purpose of this change was to better reflect how they were seen by LYNX auditors, FTA and FDOT.

LYNX Board Agenda

At that time all but The Opportunity Center were funded directly with FTA. The Opportunity Center funds came through the grant APF84 as outlined in FDOT JPA #4211871. Until the JPA was amended, FDOT would not recognize The Opportunity Center as a sub-recipient and would only fund 50% of the funds LYNX reimbursed The Opportunity Center for program trips.

JPA #4211871 also funded portions of other JARC services such as NeighborLinks 621 and 631. Due to the projects not being part of those originally selected and how funds were drawn to pay for NeighborLinks 621 and 631, LYNX and FDOT had to come to an agreement to offset erroneous drawdown of funds from FDOT. The intent of both parties was to amend JPA #4211871 to address both The Opportunity Center and the Neighborlink issues. Recently The Neighborlink discrepancies were resolved via a memorandum of understanding, not requiring amending JPA #4211871. However, the JPA still needs to be amended to recognize The Opportunity Center as a sub-recipient.

Because recognition of The Opportunity Center as a sub-recipient is not retroactive to the September 2011 LYNX Board action, LYNX must pay the 50% match to The Opportunity Center, but will only be reimbursed 50% of that amount. The date of amending the JPA will correct the issues. The estimated cost to LYNX is \$15,000.

FISCAL IMPACT:

Upon Board approval, LYNX staff will fund The Opportunity Center's financial obligation with anticipated annual savings.

Consent Agenda Item #6.D. vii

To: LYNX Board of Directors

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

Phone: 407.841.2279 ext: 6009

Item Name: Miscellaneous
Authorization to Approve an Amendment to the City of Orlando Agreement to Reflect Changes in TIGER II Expenditures

Date: 9/27/2012

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to negotiate and execute 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:

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. In January 2012 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.

The additional \$3,750,000 available was planned to fund 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. Subsequently FTA confirmed that the US Department of Transportation determined that the funding cannot be used to purchase the three (3) BRT vehicles. Therefore the funds will be used to expand the guideway/roadway improvements.

FISCAL IMPACT:

LYNX staff included \$3,750,000 in federal funds for this project in the FY2013 Adopted Capital Budget. Based on the required 20% local match, LYNX staff will amend the FY2013 Adopted Capital Budget to reduce the federal funding by \$750,000 and increase the local funding by this same amount to satisfy the match requirement.

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 Among

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:

Roy Payne, Esq.
Fla. Bar No. 773311
Chief Assistant City Attorney
City of Orlando
Orlando City Hall
400 S. Orange Ave.
Orlando, Florida 32801
(407) 246-3471

Patrick T. Christiansen, Esq.
Fla. Bar No. 0146230
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Akerman Senterfitt
CNL Tower II, Suite 1200
420 S. Orange Ave.
Orlando, Florida 32801
(407) 419-8545

THIS FIRST AMENDMENT TO AMENDED AND RESTATED INTERLOCAL AGREEMENT (“First Amendment”), made in the City of Orlando, County of Orange, State of Florida, this _____ day of _____, 2012, is made and entered into by and among 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”), 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, whose address is 400 South Orange Avenue, 6th Floor, Orlando, Florida, 32801 (the “CRA”).

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 First Amendment 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 June 8, 2009 (the “Original Interlocal Agreement”), the Authority has contracted for the performance of an 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 (“**Amended and Restated Interlocal Agreement**”) (capitalized terms used herein, but not otherwise defined, shall have the meanings given such terms as set forth in the Amended and Restated Interlocal Agreement), which provided, in part, for the City’s and the Authority’s submission of various grant applications to the FTA and memorialized the obligations of the City and the CRA to provide match funding for said grants, among other things; and

WHEREAS, the City and the Authority applied for and were awarded the Parramore BRT Grant to partially fund the Parramore BRT Project; and

WHEREAS, the City and the Authority have since applied for and been awarded an additional allocation under the Parramore BRT Grant in the amount of \$3,000,000 to be utilized for the reconstruction of Terry Avenue and/or Amelia Street in Orlando, Florida; 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 \$3,250,000, which is an increase of \$750,000 over the Parramore BRT Local Match originally identified in the Amended and Restated Interlocal Agreement (the “**Parramore BRT Local Match**”); and

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

WHEREAS, the City Council of the City of Orlando, Florida, hereby finds and declares that this First Amendment 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, the CRA, 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 First Amendment as if fully set forth hereinafter.

2. **Amendments**. The following amendments are hereby made to the Amended and Restated Interlocal Agreement:

(a) Wherever the term “**AA Study Remaining Local Match**” is used in the Amended and Restated Interlocal Agreement, such term shall mean any part of the AA Study Local Match remaining after the payment of all expenses on account of the AA Study (including the final payment to the Authority of its project administrative expenses as set forth in Section 6 of the Amended and

Restated Interlocal Agreement).

(b) Wherever the term “**Augmented Parramore BRT Grant**” is used in the Amended and Restated Interlocal Agreement, such term shall mean an augmented allocation under the TIGER II Grant from the FTA in the amount of \$3,000,000.

(d) Wherever the term “**New Starts Project**” is used in the Amended and Restated Interlocal Agreement it shall have the meaning set forth in Section 3.4 of the Amended and Restated Interlocal Agreement for such term.

(d) Wherever the term “**Parramore BRT Local Match**” is used in the Amended and Restated Interlocal Agreement, such term shall mean a local match by the City of cash, labor, materials, and in-kind services as approved by the FTA, in the amount of \$3,250,000.

(e) Wherever the term “**Parramore BRT Project**” is used in the Amended and Restated Interlocal Agreement, such term shall mean a bus rapid transit extension of the LYMMO system to serve the Parramore community west of I-4 and the Creative Village and the reconstruction of Terry Avenue and/or Amelia Street.

(f) Wherever the term the “**Two Parramore Grants**” is used in the Amended and Restated Interlocal Agreement, such term shall mean, collectively, the Parramore BRT Grant and the Augmented Parramore BRT Grant.

(g) Section 3.4 of the Amended and Restated Interlocal Agreement is hereby deleted in its entirety and the following is substituted in lieu thereof:

3.4 Downtown Orlando East/West Circulator New Starts Project (New Starts Project) The New Starts Project will consist of the design, engineering, and construction of a bus rapid transit extension of the LYMMO system to serve the downtown area east and west of I-4 along a corridor bounded by Westmoreland Dr. on the West, Summerland Ave. on the East, Central Blvd. on the North, and Church and South St. on the South.

(h) Section 5.3 of the Amended and Restated Interlocal Agreement is hereby deleted in its entirety and the following is substituted in lieu thereof:

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 Two Parramore BRT Grants and the Parramore BRT Local Match. The City agrees to provide the cash portion of the Parramore BRT Local Match to the Authority either (i) within 30 days of the City’s receipt

of written notice from the Authority that the Authority has executed the grant agreements for the Two Parramore BRT Grants with FTA for the Parramore BRT Project or (ii) October 15, 2012, whichever event occurs later.

(i) Section 8 of the Amended and Restated Interlocal Agreement is hereby deleted in its entirety and the following is substituted in lieu thereof:

8. Additional Funding.

- 8.1 Upon completion of the AA Study, the Authority intends to submit additional grant applications to FTA for discretionary and/or New Starts funding which, if approved, would be used exclusively for future phases of the New Starts planning and project development process as well as the New Starts Project. Nothing herein shall be interpreted as requiring that the Authority submit such additional grant applications or requiring that the City participate in the funding of such projects.
- 8.2 For each future phase of the New Starts planning and project development process as well as for the New Starts Project: (a) the Authority will select and contract with a Qualified Private Supplier or Qualified Private Suppliers in accordance with the provisions of Section 4; (b) the City may provide a local match to any grant being provided by FTA; (c) the Authority will be entitled to draw down up to 10% of the FTA grant amount for its project administration expenses (as that term is used in Section 6 above), as well as a portion of any local match provided by the City (in an amount proportionate to the amount of the local match that the Authority is permitted to draw down pursuant to Section 6); (d) the Authority will pay invoices of the Qualified Private Supplier or Qualified Private Suppliers in accordance with the provisions of Section 5.4 and pay or recoup its legal expenses as provided in Section 6.
- 8.3 The parties agree that to the extent there is an AA Study Remaining Local Match, such funds will be utilized to fund the New Starts Project.

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

4. **Entire Agreement.** This First 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 First Amendment may be executed in any number of counterparts, each of which when so executed and delivered, shall be an original. Such counterparts shall together constitute one and the same instrument.

7. **Full Force And Effect Of Interlocal Agreement.** Except as amended by this First Amendment, all other terms and provisions of the Amended and Restated Interlocal Agreement shall remain valid, effective, and in full force.

[Signatures appear on the following pages]

SIGNATURE PAGES OF THE AUTHORITY

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

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

ATTEST:

By: _____
Name:
Title:

STATE OF FLORIDA)
) ss:
COUNTY OF)

The foregoing instrument was sworn to and subscribed before me this ____ day of _____, 2012, by John M. Lewis, Jr., as the Chief Executive Officer for the Central Florida Regional Transportation Authority. He is:

personally known to me; or
 produced a driver's license issued by the _____ Department of Highway Safety and Motor Vehicles as identification; or

NOTARY PUBLIC, STATE OF FLORIDA

(Print, Type or Stamp Commissioned Name of Notary Public)

This First Amendment 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

By: _____
Patrick T. Christiansen
Shareholder

SIGNATURE PAGE OF THE 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)
) ss:
COUNTY OF)

The foregoing instrument was sworn to and subscribed before me this ____ day of _____, 2012, by Buddy Dyer, as Chairman for the Community Redevelopment Agency of the City of Orlando, Florida. He is:

personally known to me; or
 produced a driver's license issued by the _____ Department of Highway Safety and Motor Vehicles as identification; or

NOTARY PUBLIC, STATE OF FLORIDA

(Print, Type or Stamp Commissioned Name of Notary Public)

Consent Agenda Item #6.D. viii

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 Ratify the Submittal of FY 2012 Shirley Conroy Rural Area Capital Assistance Support Grant Application to the Florida Commission for the Transportation Disadvantaged for Three Replacement Paratransit Vehicles

Date: 9/27/2012

ACTION REQUESTED:

Staff is requesting the Board of Directors' ratification of the Chief Executive Officer (CEO) or designee submittal of a grant application to the Commission for the Transportation Disadvantaged for Rural Area Capital Assistance Support grant in the amount of \$228,024 for the purchase of three (3) paratransit vehicles, to include mobile data terminals.

BACKGROUND:

On August 24, 2012, the Florida Commission for the Transportation Disadvantaged (TD) released a Notice of Funding Availability under the Shirley Conroy Rural Area Capital Assistance Support Grant Program for \$1.4 million total funding available to all Florida TD service providers. TD Program requirements and considerations are as follows:

- Funding for rural service areas
- Funding for capital equipment
- Priority areas include vehicle replacement & service expansion
- Priority for projects that enhance the current local system
- No opportunity to extend funding: project must be complete & fully expended by June 30, 2013
- TD rural grant will be funded at 90% state funding and 10% local match.

Applications were due September 24, 2012 with grant award anticipated by early FY 2013. In prior years, LYNX has successfully received funding for a paratransit vehicle and mobile data

LYNX Board Agenda

terminal. LYNX submitted a TD rural project for 3 replacement paratransit vehicles with mobile data terminals in the amount of \$228,024.

The authorizing Resolution No. 12-009 is attached.

FISCAL IMPACT:

LYNX staff has included funds in the FY2013 Adopted Capital Budget to support the replacement of 3 paratransit vehicles with mobile data terminals to be utilized in the rural service area as part of LYNX' commitment under the MV contract #12-C02. The ten percent local match will be funded from LYNX' reserves.

EXHIBIT “D”

CFRTA RESOLUTION No. 12-009

A RESOLUTION OF THE CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY, AUTHORIZING THE FILING OF A SHIRLEY CONROY RURAL AREA CAPITAL ASSISTANCE SUPPORT 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), and hereby authorizes the filing of a Shirley Conroy Rural Capital Assistance Support 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.
4. 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.
5. The BOARD authorizes John M. Lewis, Jr. Chief Executive Officer, 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 THE PROPOSED RESOLUTION 12-009
APPROVING THE FILING OF THE SHIRLEY CONROY RURAL AREA CAPITAL
ASSISTANCE SUPPORT GRANT APPLICATION WITH THE FLORIDA
COMMISSION FOR THE TRANSPORTATION DISADVANTAGED**

APPROVED AND ADOPTED this 27th day of September, 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.D. ix

To: LYNX Board of Directors

From: **Ellisa Darnall**
CHIEF OPERATING OFFICER
Joseph Cheney
(Technical Contact)

Phone: 407.841.2279 ext: 6036

Item Name: **Miscellaneous**
Authorization to Execute a Five Year Contract #BDV 03 with the Florida Department of Transportation (FDOT) for the Road Ranger Assistance Program

Date: 9/27/2012

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to execute a five year Contract #BDV 03 with the Florida Department of Transportation (FDOT) to continue the existing Road Ranger Assistance Program effective October 1, 2012. The first year contract period will be nine (9) months as a result of FDOT's request to extend the last contract by three (3) months as presented at the May 2012 Board meeting.

FDOT has identified funding for the program in the amount of \$1,206,750 for year with a balance of \$909,000 for the remaining nine (9) months. In the event the funding is greater or less than estimated, LYNX will amend the agreement and expand or decrease coverage accordingly.

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 now consists of 16 Road Rangers, 1 Supervisor and 13 trucks. The patrol coverage area

LYNX Board Agenda

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. – 3:30 a.m.

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.

FISCAL IMPACT:

LYNX staff included the \$909,000 in the FY2013 Adopted Operating Budget in anticipation of the FDOT's continued funding of the Road Ranger Program. This agreement will execute a contract modification with FDOT.

The services provided under the existing contract agreement are funded 100% by FDOT and State Farm. Future year expenses and revenues will be included in the appropriate fiscal year's budget.

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

375-040-17
PROCUREMENT
OGC - 06/11
Page 1 of 4

Agreement No.: BDV 03
Financial Project I.D.: 410957-2-72-05 & 410957-1-72-06
Journal Trans./F.E.I.D. #: F59-2982959-005
Benefiting Object Code: N/A
Benefiting Category: N/A
Appropriation Bill Number(s)/Line Item Number(s) for 1st year of
contract, pursuant to s. 216.313, F.S.: _____
(required for contracts in excess of \$5 million)
Procurement No.: EXEMPT
D.M.S. Catalog Class No.: 991-395

BY THIS AGREEMENT, made and entered into this _____ day of _____, _____, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the "Department" and Central Florida Regional Transportation Authority, d/b/a Lynx of 455 N. Garland Avenue, Orlando, Fl. 32801 an agency or educational unit as defined in Chapter 120, Florida Statutes, hereinafter called "Vendor", hereby agree as follows:

1. SERVICE

A. In connection with Road Ranger Motorist Assistance Program for Interstate 4

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

2. TERM

A. Initial Term. This Agreement shall begin on date of execution and shall terminate on 6/30/2017
Services shall commence Upon Execution of this agreement
and shall be completed by June 30, 2017
or date of termination, whichever occurs first.

B. RENEWALS (Select appropriate box):

This Agreement may not be renewed.

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

3. COMPENSATION AND PAYMENT

A. The Department agrees to pay the Vendor for the herein described services at a compensation as detailed in this agreement.

B. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the State Comptroller under Section 215.422(14), Florida Statutes.

C. If this Agreement involves units of deliverables, then such units must be received and accepted in writing by the Contract Manager prior to payments.

D. Any penalty for delay in payment shall be in accordance with Section 215.422, Florida Statutes.

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

- F. The bills for any travel expenses, when authorized by terms of this Agreement and by the Department's Project Manager, shall be submitted in accordance with Section 112.061, Florida Statutes, and Chapter 3-Travel, Department's Disbursement Operations Manual, 350-030-400.
- G. A Vendor Ombudsman has been established within the Department of Banking and Finance. The duties of this individual include acting as an advocate for contractors/vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.
- H. The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any agreement, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such agreement. The Department shall require a statement from the Comptroller of the Department that funds are available prior to entering into any such agreement or other binding commitment of funds. Nothing herein contained shall prevent the making of agreements for periods exceeding one year, but any agreement so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.
- I. Records of costs incurred under terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for three (3) years after final payment for the work pursuant to this Agreement is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred shall include the Vendor's general accounting records and the project records, together with supporting documents and records, of the Vendor and all subcontractors performing work on the project, and all other records of the Vendor and subcontractors considered necessary by the Department for a proper audit of project costs.

4. COMPLIANCE WITH LAWS

- A. The Vendor shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Vendor in conjunction with this Agreement. Failure by the Vendor to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the Department.
- B. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
- C. The Department shall consider the employment by any vendor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the vendor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this agreement.
- D. Pursuant to Section 216.347, Florida Statutes, the vendor may not expend any State funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency.

5. TERMINATION AND DEFAULT

- A. This Agreement may be canceled by the Department in whole or in part at any time the interest of the Department requires such termination. The Department further reserves the right to terminate or cancel this Agreement in the event an assignment be made for the benefit of creditors.

- B. If the Department determines that the performance of the Vendor is not satisfactory, the Department shall have the option of (a) immediately terminating the Agreement, or (b) notifying the Vendor of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time, or (c) taking whatever action is deemed appropriate by the Department.
- C. If the Department requires termination of the Agreement for reasons other than unsatisfactory performance of the Vendor, the Department shall notify the Vendor of such termination, with instructions as to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
- D. If the Agreement is terminated before performance is completed, the Vendor shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the agreement price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress will become the property of the Department and will be turned over promptly by the Vendor.
- E. If the Agreement is for goods or services of \$1 million or more and was entered into or renewed on or after July 1, 2011 and the Department determines that the Vendor submitted a false certification under Section 287.135(5), Florida Statutes, or if the Vendor has been placed on the Scrutinized Companies with Activities in the Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Department shall have the option of (a) terminating the Agreement after it has given the Vendor notice and an opportunity to demonstrate the agency's determination of false certification was in error pursuant to Section 287.135(5)(a), Florida Statutes, or (b) maintaining the Agreement if the conditions of Section 287.135(4), Florida Statutes, are met.

6. ASSIGNMENT AND SUBCONTRACTS

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

7. DISCRIMINATION

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

8. MISCELLANEOUS

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

D. Vendor/Contractor:

1. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract; and
2. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

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

- Exhibit "A" Scope of Services, Pages A-1 through A-21
- Exhibit "B" Method of Compensation, Pages B-1 through B-2
- Terms for Federal Aid Contracts (Appendix "I") Pages 1 through 2
- Addendum #1- Road Ranger Sponsorship/Advertisement, Pages 1 through 5

10. Other Provisions:

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

CENTRAL FLORIDA REGIONAL TRANSIT
AUTHORITY d/b/a LYNX

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

Name of Vendor

BY: _____
Authorized Signature

BY: _____
Authorized Signature

(Print/Type)

Alan E. Hyman, P.E.

(Print/Type)

Title: _____

Title: Director of Transportation Operations

FOR DEPARTMENT USE ONLY

APPROVED:

LEGAL REVIEW:

ADDENDUM "1"
Contract BDV 03

Financial project No.'s 41095717205 & 41095727206
ROAD RANGER SPONSORSHIP/ADVERTISEMENT AGREEMENT

RECITALS

1. Department and Vendor intend to modify that Contractual Services Agreement, State of Florida Governmental Agencies (hereinafter "Agreement") entered into by and between the parties; and
2. Department's Road Ranger Program provides assistance to motorists with disabled vehicles or other problems, maintenance of traffic for motorist safety, support for incident management and assists with congestion mitigation efforts; and
3. The Florida Legislature reduced funding for the Road Ranger Program below the previously anticipated amounts; and
4. Department has determined that the placement of commercial sponsorships or advertisements on vehicles and/or uniforms of the Road Ranger Program, which involves only the commercial interests of potential sponsors, advertisers, and their audiences, is a commercial venture that it wishes to permit Vendor to pursue in order to supplement Road Ranger Program funding; and
5. Vendor recognizes that Road Ranger Program vehicles and driver uniforms upon which advertisements or a sponsor's name and logo will be placed are not public places with unrestricted access, but are restricted areas which require specific prior permission to alter; and
6. Subject to the terms and provisions of the Agreement and this Addendum, Department is willing to allow Vendor permission to enter agreements, subject to prior Department approval, to place advertisements or a sponsor's name and logo on Road Ranger Program vehicles and uniforms, for the sole purpose of supplementing Department funding of the Road Ranger Program.

NOW, THEREFORE, in consideration of the mutual consideration, covenants and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound hereby, agree as follows:

1. The recitals set forth herein above are specifically incorporated herein by reference and made a part of this Addendum.
2. Except as expressly modified herein, the provisions of the Agreement and any attachments thereto, including, without limitation, the exhibits and appendices, shall remain in full force and effect.
3. Department grants Vendor a non-exclusive right to secure sponsors/advertisers for Road Ranger Program vehicles and/or uniforms within Vendor's contract

responsible coverage areas. Vendor may use space on Road Ranger Program vehicles and/or uniforms to identify the sponsor/advertiser in the form and manner prescribed in the Agreement and this Addendum. Exclusive rights may be assigned upon approval of the Department.

4. At its sole cost, expense and effort, Vendor shall be responsible for negotiating and securing the sponsorship/advertising, subject to Department's prior approval as specified herein, as well as, incurring any cost associated with the procurement, development, design, and application of the sponsor's/advertiser's name and/or logo on the vehicles or uniforms.
5. Revenues generated from advertisements or sponsorships shall be utilized only for providing Road Ranger service except as provided in paragraph 19. In the event that sponsorship revenues exceed the amount in the FY 2008-2009 budget, those revenues will be utilized for Road Ranger Program Patrol enhancements as provided by the Districts.
6. Any payments from sponsors/advertisers to Vendor for sponsorships/advertisements shall be in monetary form; in-kind services (barter agreements) shall not be permitted.
7. A company or organization may be a sponsor or advertise in multiple Department Districts; however, each sponsorship/advertisement agreement must be negotiated separately within each District pursuant to the terms of the Agreement and this Addendum.
8. Providing a sponsorship or placing an advertisement on a Road Ranger Program vehicle or uniform shall not entitle the sponsor or advertiser with the ability to determine or affect changes in Road Ranger Patrol areas, beats or zones.
 - a. Road Ranger Program Vehicles may include incorporating sponsor's/advertiser's logo/theme; may only be placed upon Road Ranger Program vehicles upon prior written consent and approval of Department which may be granted or withheld by Department within its sole discretion: Must have standard sized FDOT logo with the words "A free service provided by FDOT and Sponsors" will be displayed on the driver and passenger side doors. "A free service provided by FDOT and Sponsors" must also be displayed on the rear of the truck.
 - b. Sponsor's/advertiser's logos may be placed on the rear quarter panel of both sides of the vehicle, on the rear of the vehicle, such that the placement of the advertisement does not obscure safety lighting or markings and on the hood of the vehicle. Sponsors/Advertisers will supply logos/materials for the vehicles. Vendor shall be solely and exclusively responsible for the maintenance of the sponsorship/advertisements media, and Vendor shall at all times keep the advertisements in first class, like-new condition. In the event of an accident where the logo/material is damaged, vehicle repair will be undertaken by Vendor and logos/materials will be provided by the sponsor/advertiser.

- c. If a sponsor/advertiser change logos or slogans during the contract term, the sponsor/advertiser will be responsible for cost associated with the change on the vehicle and promotional materials and shall allow Vendor to schedule those changes or modifications so that service is not interrupted.
 - d. When a sponsorship or advertising period concludes, Vendor shall promptly cause the advertisements to be removed from all Road Ranger program vehicles or uniforms.
 - e. The application, removal, replacement and repair of advertisements shall be conducted in such a manner so as not to interfere with the level of service required in the Agreement.
9. Road Ranger Program uniforms may include incorporating sponsor's/advertiser's logo/theme; may only be placed upon Road Ranger Program uniforms upon prior written consent and approval of Department which may be granted or withheld by Department within its sole discretion.
10. Sponsors/advertisers are permitted to use photographs of vehicles in advertising promotions or campaigns. Sponsors/advertisers may also use the driver's image upon written consent of the driver. Sponsor/advertiser shall arrange for promotional use of Road Ranger Program vehicle a minimum of three weeks in advance of date required. Promotional use of the Road Ranger vehicle and driver may not be granted if normal operations are impacted by this use. Promotional use requests may also be denied if Road Rangers are supporting or projected to be needed for Emergency Response operations. . Any promotional use of a Road Ranger Program vehicle shall be conducted in such a manner so as not to interfere with the level of service required in the Agreement.
11. Vendor may consider the use of coupons, an advertising booklet, or other promotional materials that can be provided to motorists from their sponsors/advertisers, as long as all sponsors/advertisers have been given the opportunity to provide such coupons, advertising, or other promotional materials; and all materials are provided at the same time. The coupons, advertisements, or other promotional materials must represent the sponsors/advertisers on the Road Ranger Program vehicles or uniforms. If any such materials are provided to the public they must be provided at the time of assistance. Any such coupons, advertising, or other promotional materials are subject to Department's prior written consent and approval which may be granted or withheld by Department within its sole discretion, reasonably or unreasonably.
12. Vendor shall make a good faith effort to ensure that companies seeking sponsorship or advertising on Road Ranger vehicles are in good standing within the local business community and the Better Business Bureau.
13. Department will review all prospective sponsorships/advertisements and contracts or agreements. Vendor shall not enter any contracts or agreements with potential sponsors/advertisers regarding Road Ranger Program sponsorship/advertising without Department's prior written consent and approval of the proposed contract

or agreement, which may be granted or withheld by Department within its sole discretion, reasonably or unreasonably.

14. Department shall have the sole discretion to approve or disapprove content and reject any sponsorships/advertisements that it believes is not in its best interests or the best interests of its customers or the State of Florida. Vendor shall at all times keep in mind that Florida is traveled by families with small children and that all advertisements should be appropriate for viewing by audiences of all ages, including small children.
15. Any contracts secured by Vendor for the placement of sponsorships and/or advertising involves only the commercial interests of the sponsor/advertiser and its audience and thus shall maintain the dignity and integrity of Department and the State. While all proposed sponsorships/advertisements are subject to Department's review and approval, the following is a non-exclusive list of products and content that is strictly disallowed as part of any sponsorships/advertising :
 - a. Tobacco products;
 - b. Alcohol products (beer, wine, liquor);
 - c. Illegal drug use or drug paraphernalia;
 - d. Words or images of weapons;
 - e. Any images of illegal materials;
 - f. Political sponsorships/advertisements;
 - g. Religious sponsorships/advertisements;
 - h. Advocacy sponsorships/advertisements;
 - i. Adult-oriented sponsorships/advertisements; and,
 - j. Sponsorships/advertisements containing words or images that are obscene, vulgar or otherwise inappropriate for viewing by audiences of all ages.
16. Department shall be entitled at all times to be advised, at its request, of a summary of current sponsorships/advertisements contained on each Road Ranger Program vehicle or uniform, as well as each sponsorship/advertisement start and completion dates.
17. Vendor shall provide the Department with complete legible copies of all written agreements entered into by Vendor and any sponsors/advertisers for Road Ranger Program vehicles or uniforms within seven (7) calendar days of the full execution of any such signed agreement(s).
18. All funds generated from sponsorships or advertisements that are the subject of this Addendum shall be used and employed for the sole purpose of supplementing Department funding for the Road Ranger Program. Said funds may not be used for any other purpose. .
19. It is specifically agreed and understood by the parties hereto, that execution of the Agreement and this Addendum is not intended to, and shall not, create any rights, suits, obligations, or expectations in the public or any third parties, and shall not authorize anyone not a party to this Agreement or Addendum to initiate a suit or claim against Department for damages or any other form of relief (legal or equitable)

20. Vendor shall not assign any right, term, privilege or obligation provided for in the Agreement or this Addendum absent the express prior written consent of Department. Department shall have the sole discretion and authority (reasonably or unreasonably) to grant or deny proposed assignments.
21. The parties agree that they shall promptly execute and deliver to the other all documents necessary to accomplish the intent and purpose of the Agreement and this Addendum and shall do all other acts to effectuate the Agreement and this Addendum, time being of the essence.
22. Each party warrants and represents to the other: (i) that each understands all of the rights and obligations set forth in the Agreement and this Addendum and that both documents accurately reflect the desires and intentions of the parties; (ii) each provision of the Agreement and this Addendum has been negotiated fairly at arm's length; (iii) each fully understands the advantages and disadvantages of this Addendum and executes the Addendum freely and voluntarily of their own accord and not as a result of any duress, coercion, or undue influence; and (iv) each has had, or had the opportunity to have, independent legal advice by counsel of its own choosing in the negotiation and execution of this Addendum.
23. The failure of either party to insist on one or more occasions the strict performance or compliance with a term, provision or otherwise of the Agreement or this Addendum shall not be deemed a waiver or relinquished in the future of the enforcement thereof, and it shall continue in full force and effect unless waived or relinquished in writing by the party to be charged.
24. No provision in the Agreement or this Addendum shall be interpreted for or against any party because that party or that party's legal representative drafted the provision.
25. Paragraph title or captions contained in the Agreement and this Addendum are inserted as a matter of convenience and reference and in no way define, limit, extend, or describe the scope of the Agreement or this Addendum.
26. If any section, paragraph, clause or provision of the Agreement or this Addendum is adjudged by a court of competent jurisdiction to be invalid and unenforceable, all remaining parts of the Agreement and this Addendum shall remain in full force and effect and the parties shall be bound thereby so long as the principle purposes of the Agreement and this Addendum remain enforceable.
27. Any modification or waiver of any of the provisions of the Agreement or this Addendum shall be effective only if made in writing and executed with the same formality as the Agreement.
28. BY their signature on the Agreement, the parties hereby acknowledge the adequacy and sufficiency of the consideration provided in the Agreement and this Addendum and forever waive the right to object to, or otherwise challenge, the same.

EXHIBIT
“A”

SCOPE OF SERVICES
FOR ROAD RANGERS SERVICE PATROL
HIGHWAY ASSISTANCE SERVICES

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

I. OBJECTIVE:

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

II. SERVICES TO BE PROVIDED BY VENDOR:

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

III. DEFINITION OF TERMS:

- A. **DEPARTMENT:** Florida Department of Transportation
- B. **F.H.P.:** Florida Highway Patrol
- C. **VENDOR:** LYNX
- D. **ROAD RANGER VEHICLE OPERATOR:** A hired driver or employee of the VENDOR duly licensed and trained by the VENDOR as driver operator of VENDORS vehicles.
- E. **M.A.S.:** Motorist Aid System.
- F. **T.I.M.:** Traffic Incident Management

IV. GENERAL CONTRACT REQUIREMENTS:

- A. Road Ranger Service Patrol Sectors

1. Road Ranger Vehicles shall operate in designated Patrol Sectors as determined by the Department, which may vary based on need. Road Ranger Vehicles will normally enter and exit at the nearest interchange, rest area, or designated paved crossovers. Crossing the median will be allowed in emergency situations as defined by the Department in this scope of work. The Road Ranger Vehicles shall continuously patrol their respective sectors in continuous loops.
2. At any time during the contract's terms, the Department reserves the right to adjust Patrol Sector locations to better accommodate demand for the Service. This includes, but not limited to the following: attendance to safety events, community events, special events, evacuation events, etc. The Department will advise the VENDOR of any required adjustment to a Sector location in writing 48 hours prior to the effective date of adjustment. Adjustments to Sector locations will not change the overall limits over which the VENDOR is to provide service under this contract. This requirement will not increase the anticipated number of work hours to be provided under this contract.

B. Instances in which a Road Ranger Vehicle may leave a Patrol Sector

Road Ranger Vehicles shall not leave their designated patrol sectors except:

- a. For mechanical failure of the Road Ranger Vehicle. In this instance a backup vehicle shall be put into service or the existing Road Ranger Service Patrol limits shall be adjusted to cover the other vehicle's limits.
- b. To replenish fuel at the nearest facility not to exceed 2 miles from sector or at the LYNX facility.
- c. In response to an order from Law Enforcement Officer or Fire Department Official, or at the direction of the Department. If the Road Ranger Vehicle Operator is ordered by Law Enforcement Officer or Fire Department Official to leave the Patrol Sector, they shall contact the Road Ranger Supervisor

and/or the FDOT Road Ranger Program Manager immediately.

- d. To assist another sector as authorized by the supervisor and approved by the Department.

C. Road Ranger Service Patrol Activities Near End of Patrol Shift

When a Road Ranger Operator receives a request for service or assistance from either the Department or a Law Enforcement Officer near the end of the Operator's shift, the Operator shall respond. When the next shift becomes available, they shall come to the scene and relieve the previous shift. Any overtime acquired by this task, shall be included in the costs of this contract.

D. Maintenance of Road Ranger Vehicles

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

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

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

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

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

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

A. ROAD RANGER Vehicle Requirements

1. Each Road Ranger Vehicle must be at a minimum a full size, 1/2 ton crew cab 4 door, long bed pickup capable of carrying the equipment specified in this contract. Each vehicle must have seat belts for all possible passengers. Each Road Ranger Vehicle shall be painted white and shall have the following identification markings on each door; 1. FDOT LOGO, 2. Sun guide LOGO, 3. FREE SERVICE painted in 2-inch black letters below the logo. The Department shall approve the design of all identification markings. All identification markings shall be maintained in a clean and readable condition throughout this contract. The Road Ranger Vehicles will have the appropriate conspicuity marking. The conspicuity marking consists of a single 2 inch wide, red/white strip of reflective tape applied so as to cause the limits of the truck from any angle to be visible at night when illuminated by oncoming traffic. The tape should be applied at a minimum height of 4 feet, but may vary according truck or body configuration. On the rear of the vehicle the tape will be applied to the upper portion of the bumper. Gaps in the tape where members protrude or the configuration does not lend itself to tape application will be normal. THESE VEHICLES ARE TO BE USED TO PROVIDE THE SERVICES CONTAINED HEREIN; RESTRICTED FOR DEPARTMENT OFFICIAL USE ONLY. THEY ARE NOT TO BE USED FOR PERSONAL OR OTHER BUSINESS OF THE VENDOR OR OTHERS. COVERING DEPARTMENT IDENTIFICATION MARKING SHALL BE PROHIBITED.
2. Prior to the initial patrol the VENDOR and the Department will inspect each patrol vehicle and its associated equipment, accessories and parts to ensure they meet all specifications and requirements contained herein. The VENDOR will perform similar inspections throughout the term of this contract. The Department may inspect the VENDOR's vehicles at any time and may place these vehicles out of service for failure to meet the requirements of this contract. Any deficiencies noted during these inspections will be corrected immediately prior to service patrols. The VENDOR will fully document all inspections and provide copies to the Department when requested.
3. Each Road Ranger Vehicle shall be equipped, at a minimum, with the following:

- (1) Two (2) towing straps rated at 53,000 pounds minimum.
- (2) Rubber face push bumper.
- (3) Spot light and rear work lights.
- (4) Power outlets (“hot boxes” or equivalent), front and rear-mounted, with outlets compatible to 12 volt booster cables.
- (5) Two (2) heavy duty, 750 CCA (Cold Cranking AMP) (Minimum) Batteries.
- (6) Suitable cab lighting.
- (7) Department approved arrowboard. This unit shall be mounted above the cab and roof mounted Halogen light bar and pivot into place as needed.
- (8) A roof mounted Halogen light bar utilizing white and amber colors.
- (9) Each Road Ranger Vehicle will, at a minimum, have a toolbox containing:
 - a. Screwdrivers, Standard 1/8, 3/16, 1/4, 5/16 (1 each), Phillips head #1 and #2 (1 each), and Star Driver (1 set)
 - b. Needle nose pliers (1 pair)
 - c. Adjustable rib joint pliers, 2 inch minimum capacity (1 pair)
 - d. Adjustable wrenches, 8 inch (1 each) and, 12 inch (1 each)
 - e. 5 pound hammer (1 each)
 - f. Rubber mallet (1 each)
 - g. Electrical tape (20 yards)

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

- (22) Lug wrenches (metric and standard) to fit all vehicles, one each.
- (23) Air operated impact wrench with sockets to fit all vehicles (metric and standard), one each.
- (24) Air compressor, 125-psi capacity, capable of inflating tires of vehicles and operating impact wrench, (one each).
- (25) Rechargeable flashlight (1 set)
- (26) Booster cables, 3-gauge copper wire with heavy-duty clamps and one end adapted to Vehicle's power outlets, minimum 25 feet in length (1 set)
- (27) Funnel, multi-purpose, flexible spout (1 each)
- (28) 5-gallon absorbent material for liquid spills equivalent to or exceeding the brand name "Speedy Dry". (2 each)
- (29) Drinking water, individually sealed bottles, minimum 16 oz., chilled or a 5-gallon water container with spout and individual water cups.
- (30) Trailer hitch with 1 and 7/8" ball and 2" ball
- (31) Maintenance of Traffic (MOT) Signs
- (32) Winches with Minimum of 12,000 lbs; On at least ½ of the fleet.
- (33) The LYNX Road Ranger Supervisor's vehicle will be equipped with a Laptop, purchased and maintained by the Department, and a wireless connection for monitoring the location of all Road Ranger Trucks in service under this contract through GPS. The LAPTOP is the property of the Department, will be inventoried annually, and will be returned to the Department upon termination of the contract.

4. Replacing Road Ranger Vehicles

The VENDOR shall be responsible for replacing all Road Ranger Vehicles throughout the term of this contract. The VENDOR will be responsible for providing the Department with a schedule for replacing all vehicles during the term of this contract. The VENDOR will be responsible for the disposal of the replaced vehicles. If such vehicles are still eligible or considered still serviceable, the VENDOR shall seek approval from the Department to use these vehicles as a spare.

C. Communications Equipment Requirements

1. Radios

Each Road Ranger Vehicle shall be equipped with a State of Florida purchased by the Department. The Department shall be responsible 800 Mhz portable radio to communicate with the District Regional Traffic Management Center (RTMC) and the Florida Highway Patrol. These radios will be also used to communicate with all other Road Ranger Vehicles. The Department will be responsible for all radio repairs and maintenance. The radios are the property of the Department, will be inventoried annually, and will be returned to the Department upon termination of the contract.

2. Cellular telephones

Each Road Ranger Vehicle shall be equipped with a cellular telephone with radio talk features. The radio talk features will include individual radio talk features. The cellular telephones shall be capable of communicating with any necessary personnel from all points on the service route. The phones are also to be available for all motorist service contacts. The VENDOR shall be responsible for all costs associated with the cellular telephones throughout the term of this contract. The VENDOR shall obtain and maintain all necessary contracts for this service, which includes any replacement of damage cellular phones.

3. Public Address System

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

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

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

1. Road Ranger Duties

- a. Continuously patrol the designated area seeking disabled vehicles, stranded motorists, debris in the roadway, spilled loads, vehicle crashes, obstructions to traffic, dead animals and other potential hazards, etc. and assist incident responders with traffic control.
- b. Where applicable, the Department has installed a Motorist Aid Call Box System to aid stranded motorists. This system has monitoring capabilities at the F.H.P. Station. If aid or service is requested through this system the F.H.P. will notify the Road Ranger Vehicle Operator through cellular telephone service and/or pager. The Road Ranger Vehicle Operator shall respond immediately and provide assistance as soon as possible from the time the call is received.

2. Clearing, Clean up and Communication

- a. Clear lanes of all disabled vehicles encountered in the Service Patrol Sector. It is the VENDORS responsibility to remove small non-hazardous debris from the roadway and paved shoulder area and place in areas designated by the Department. The Road Ranger Operator will notify the Department of any debris or obstructions on the roadway or paved shoulder area too large for the Road Ranger Operator to remove.
- b. Call the following parties where appropriate, as soon as possible:

- (1) Using the 800 Mhz radio, contact the F.H.P. for Incident Management of crashes, emergencies, and other law enforcement situations, or for rotation towing of vehicles.
- (2) Local Fire Departments for vehicle crashes, medical emergencies and verified fires. Also notify F.H.P.
- (3) The F.H.P. and DOT Maintenance Yard for large spilled loads or large debris, or in other situations such as long term closures that will need additional MOT equipment.
- (4) Call 911 for any necessary emergencies

3. Assistance to Motorists

- a. The Road Ranger Operators shall provide a free service, which includes prompt, courteous and skillful assistance to motorists as follows:
 - (1) Move the disabled vehicle from traffic lanes.
 - (2) Change flat tires.
 - (3) Provide jump-starts.
 - (4) Provide fuel to motorist enabling them to reach the closest fueling location. Provide water, etc. when necessary.
 - (5) Assist motorist with mechanical failures where feasible if they can be remedied quickly.
- b. The VENDOR or Road Ranger Operators shall not charge any fees, accept any gratuities, recommend secondary towing service, or recommend repair/body shops. Violation of this requirement shall constitute grounds for immediate removal of employee and/or cancellation of this contract.

4. Advice to Motorists

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

5. Disabled Vehicles

- a. Disabled Vehicles shall be removed from the travel lanes, with the least delay practicable, by moving them to the shoulder area. Vehicles that are disabled shall be provided with a minimum amount of minor repairs or other services. If the Vehicle is not then able to continue under its own power, the Road Ranger Vehicle Operator shall contact the F.H.P. for rotation towing service, or towing service as requested by the motorist. Rotation towing service or other towing service requested by the motorist shall be at the disabled motorist's expense.
- b. Should a motorist refuse to allow a disabled or damaged vehicle to be cleared of the travel lanes, the Road Ranger Vehicle Operator shall provide the motorist with a copy of the Florida Statute that states that, "the vehicle should be moved out of the travel lane if the vehicle can be moved", contact the

F.H.P. for assistance and remain on the scene until F.H.P. personnel arrive. The Road Ranger Vehicle Operator shall not attempt to move such disabled vehicles until directed to do so by the F.H.P.

- c. All disabled or damaged vehicles that are relocated shall be parked with the wheels turned away from the roadway and the parking brake set if possible.

6. Abandoned Vehicles

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

7. Crashes

- a. The Road Ranger Vehicle Operator shall call for Law Enforcement, Fire and ambulance assistance as necessary at crash/incident scenes and remain at such scenes until the appropriate assistance arrives. The Road Ranger Vehicle Operator shall follow all directions of Law Enforcement personnel.
- b. The Road Ranger Vehicle Operator shall protect crash/incident scenes by setting highway flares, cones, flagging, and/or flashing amber/white lights, arrow board, and assisting in traffic control.
- c. The Road Ranger Operator will have current certification for having completed the Basic Road Ranger Training, Intermediate Maintenance of Traffic training, Traffic Incident Management, CPR, First Aid (CPR and First Aid Certification Cards shall be carried with the Road Ranger Vehicle

Operator), Fire Extinguisher Training, and any other training deemed necessary by the VENDOR and the Department. The VENDOR shall provide 6 weeks, at a minimum, of Ride-A-Long Training. The training requirement may be reduced to 4 weeks based on a demonstrated proficiency and upon mutual agreement between the Department Manager and LYNX.

8. Assistance to Law Enforcement and Fire Rescue Personnel

The Road Ranger Vehicle Operator shall render assistance to Law Enforcement and Fire Rescue Personnel when requested. Road Ranger Operators shall follow the instruction of, and obey the orders of, Law Enforcement and Fire Rescue Personnel. If these orders are against any Road Ranger Safety Rules and Training, the Road Ranger Operators shall contact the Lead Road Ranger, Road Ranger Supervisor and/or the FDOT Program Manager to report this safety issue prior to refusing assistance. The Road Ranger Operators are responsible for informing the Law Enforcement and/or Fire Personnel on the appropriate safety procedures and to provide recommendations to accommodate all personnel at the scene.

9. Moving Disabled Vehicles from Traffic Lanes

The Road Ranger Operators shall use an appropriate method of moving disabled or damaged vehicles from the traffic lanes. The Operator shall use all safety precautions and procedures considered appropriate.

10. Transporting People

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

11. Animals

Large dead animals that pose a safety hazard to motorists shall be removed from the roadway and paved shoulder and placed on the grass or behind guardrail. The FDOT Maintenance facility shall be notified. If such animals are protected by law, such as black bear or alligators, the Road Ranger Operators shall contact the Florida Fish and Wildlife Conservation Commission by contacting the RTMC.

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

The VENDOR shall provide postage paid Questionnaire Response Card for the Road Ranger Operators to provide to every individual receiving assistance from the Road Ranger Service Patrol.

VII. Road Ranger Service Patrol Vehicle Operator Requirements:

Road Ranger Operators shall be licensed in accordance with the Florida Motor Vehicle Code, be 18 years of age, have a safe driving record and no criminal record. The VENDOR must submit all paperwork for JOINT TASK FORCE (JTF) Security Clearance Approval. All JTF Security Clearance paperwork shall be provided by the FDOT Program Manager. This paperwork shall be submitted by the VENDOR to the FDOT Road Ranger Program Manager to be submitted to the Florida Highway Patrol. Included in this JTF Security Clearance package are JTF Security Denial Reasons. They are as follows:

JOINT TASK FORCE FOR LAW ENFORCEMENT COMMUNICATIONS
STATE LAW ENFORCEMENT RADIO SYSTEM
(SLERS)

Security Clearance Denial Reasons

1. The applicant has been convicted of a felony offense.
2. The applicant is currently on probation for any offense or has charges pending (felony or misdemeanor).
3. The applicant has been convicted of a misdemeanor offense involving any type of theft, violence or drug offenses within the past three years.

4. The applicant's driver license is currently suspended or revoked for any reason.
5. The applicant has been convicted of a crime involving domestic violence or currently has a restraining order involving domestic violence or threats.
6. The applicant has been arrested for any charge involving resisting arrest, battery or assault on a law enforcement officer.
7. The applicant is wanted for any criminal offense.
8. The applicant is illegally residing in or is not approved to work in the United States.
9. The identification of adverse intelligence information the applicant.
10. At the discretion of the Security Manager based on any other adverse information regarding the applicant.

JTF State Law Enforcement Communications
Security Procedures – Clearance Denied

If any applicant's security clearance is denied based on any of the above denial reasons, they will be disqualified as an applicant for the Road Ranger Program.

All Road Ranger Operators shall have Joint Task Force (JTF) Security Clearance checks processed yearly by the Florida Highway Patrol and the FDOT Program Manager. If this yearly check results any of the above JTF Security Clearance Denial Reasons, the VENDOR shall remove the Road Ranger Operator from the Road Ranger Program, immediately. If further investigation has determined a mistake in the JTF Security Clearance check, the Road Ranger Operator shall be eligible to re-apply to the Road Ranger Program.

Each VENDOR shall provide the Department with employee (operator) Drivers License checks every six (6) months.

The VENDOR shall provide proof, by a licensed medical practitioner or technician that all operators are drug free (in accordance with Section

112.0455, Florida Statutes) prior to beginning operations, and random thereafter.

Road Ranger Operators shall be competent in the tasks of operating the service patrol vehicle and providing safe and proper discharge of the service responsibilities outlined herein. The VENDOR shall provide resumes of the proposed Operators for approval by the Department prior to assigning Operators to Service Patrol Vehicles. The resume must show adequate mechanical background to perform the required vehicle minor repairs. The Department and/or the VENDOR reserve the right to reject Road Ranger Operators prior to being assigned duties.

The Department and/or the VENDOR also reserve the right to require removal of any employee from this contract who cannot perform the duties or becomes a discredit to the Department and/or the VENDOR.

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

1. Wear clean uniforms at the start of each shift. Shirts with collars and dark blue trousers (can be with or without jacket, no jeans or cutoffs). Shirt color shall be approved by the Department. Any other type of uniforms must be approved by the Department. All new hire Road Ranger Operators are exempt from this, until a uniform is issued. Shorts are never acceptable.
2. Be well groomed. (Appearance will be determined by the Department.)
3. Wear clearly visible embroidered names reflecting their first name. The Department will determine all additional emblems, patches and logos.
4. Be courteous at all times.
5. All Road Ranger Operators shall have picture ID from the Florida Department of Transportation.

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

1. Conform to the latest Department Conduct Standards Rules and the Ethical Conduct Rules. **A copy will be furnished to the VENDOR and if required, to each Road Ranger Vehicle Operator.**
2. Inspect assigned Road Ranger Vehicles at the beginning of each shift, and take action as necessary to ensure that they are in compliance with all specifications and requirements of this contract.
3. Keep all communications radios and monitors 'on' and the volume 'up.'
4. Remain on their assigned Patrol Sector and depart from the Patrol Sector only as described in this contract.
5. Obey all traffic laws.
6. Exercise caution and safety at all times.
7. Use extreme caution in moving all disabled vehicles.
8. Not carry firearms or other weapons either on their persons or in the Road Ranger Vehicles.
9. Use flashing light bars in conformance with the Florida Motor Vehicle Code and only in the following circumstances:
 - a. When merging or exiting from traffic lanes to an incident site.
 - b. To warn traffic when performing services specified herein.
10. Wear appropriate safety vest with reflective striping at all times while outside the Road Ranger Vehicle.
11. Cross medians for the following reasons only: to assist motorists, disabled vehicles, vehicle crashes, or assist law enforcement and incident responders.

VIII. Road Ranger Service Patrol Vehicle Operation Logs:

Road Ranger Operators shall maintain "Service Patrol Logs" which will be entered daily and made available to the Department at all times. This information will be entered electronically into the Sunguide system through the use of the AVL/RR software in the tablets located in each Road Ranger Truck.

Road Ranger Service Patrol Logs shall reflect:

1. The date of the log entry.
2. The following times (using military time):
 - a. The time when the Road Ranger Operator was advised of a given incident.
 - b. The time of arrival of the Road Ranger Vehicle at a given incident.
 - c. The time of departure of the Road Ranger Vehicle from the scene of a given incident.
3. The nature of each incident, such as debris removal, injured or dead animal, stalled Vehicle, crashes, etc.
4. Whether the incident was detected by normal patrol activity or in response to a dispatcher's call.
5. The incident location and approximate distance to a mile marker number, the lane(s) in which the incident was located, and the direction of travel of the lanes.
6. Where applicable, the following information shall be recorded.
 - a. The vehicle's make, model, body type, and license plate number.
 - b. The nature of the problem.
 - c. The type of assistance provided by the Road Ranger Operator.
 - d. Any damage evident before, and after, pulling or pushing the vehicle.

- e. A questionnaire concerning the Road Ranger service shall be given to the disabled vehicle's driver.
- 7. If additional assistance was required.
- 8. Weather conditions.
- 9. The Road Ranger Operator's name and vehicle number.
- 10. Road Ranger Vehicle odometer reading at beginning and ending of each shift.
- 11. Other Pertinent Information or comments.

X. VENDOR Requirements:

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

XI. Road Ranger Service Patrol Hours of Operation

The VENDOR shall provide Road Rangers for Interstate 4. A minimum number of hours of patrol services per month, as set forth in EXHIBIT "B", METHOD OF COMPENSATION, shall be provided. A schedule detailing the proposed hours of operation shall be submitted in advance to the Department on a monthly basis and be in accordance with the level of service required by the Department. The schedule must be approved by the Department prior to any services being rendered. The schedule will take into consideration Special events throughout the District.

XII. Road Ranger Service Patrol Limits of Operation

The VENDOR shall operate the Road Ranger Service Patrol on Interstate 4 from CR 532 in Osceola County to I-95 in Volusia County. The VENDOR shall submit quarterly staffing and vehicle assignments to the Department for approval. The Road Ranger Supervisor's vehicle shall be equipped with minimum equipment. The Department reserves the right to change this operating schedule and limits based on traffic flow, traffic patterns, evacuations, construction, funding availability, special events and/or changes to environmental conditions.

XIII. Regional Traffic Management Center (RTMC)

All Road Ranger personnel shall access to the RTMC. If the Road Ranger Supervisor needs use of a workstation at the RTMC for communication/dispatch, administrative duties and supervision of the Road Ranger Service Patrols, the Department shall make provisions for the Road Ranger Supervisor. The Road Ranger Supervisor will have use of the RTMC CCTV cameras for verification of incidents and verification of the Road Ranger operations. The Road Ranger Supervisor shall have 24 hours, 7 days a week access to the RTMC.

EXHIBIT "B"
ROAD RANGER MOTORIST ASSISTANCE PROGRAM FOR INTERSTATE 4
METHOD OF COMPENSATION

1.0 PURPOSE:

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.

2.0 COMPENSATION:

For the satisfactory performance of services detailed in Exhibit "A", the Vendor shall be paid up to a Maximum Amount of \$5,976,340.00. Funding for the current Fiscal Year is authorized for services under this contract in the amount of \$909,000.00. Funding for these services will be authorized annually in the amounts shown in Table 1 below. At such time as the funding for future years becomes available a "Letter of Authorization" will be issued authorizing those funds.

Table 1, Fiscal Year Funding				
Fiscal Year	Months	Annual Amounts	Monthly Lump Sum Progress Payment Amount	Minimum Service Hours Per Month
FY 2012-2013	9	\$909,000.00	\$101,000.00	1951
FY 2013-2014	12	\$1,233,000.00	\$102,750.00	1985
FY 2014-2015	12	\$1,255,000.00	\$104,583.33	2020
FY 2015-2016	12	\$1,278,000.00	\$106,500.00	2057
FY 2016-2017	12	\$1,301,340.00	\$108,445.00	2095
Contract Total Funding		\$5,976,340.00		

At the Department's sole discretion additional funding may be added to the contract for increases in the minimum number of Service Hours through one or more Supplemental Agreements, contingent upon legislative appropriation and budget approval, The Vendor shall not provide services that exceed the authorized amount(s) without approval from the Department.

3.0 PROGRESS PAYMENTS:

Subject to the Maximum Amount the Vendor shall receive for the satisfactory performance of services described in Exhibit "A", Scope of Services, the monthly Lump Sum progress payment amount as shown in Table 1, above for the corresponding Fiscal Year. The vendor must provide the minimum number of service hours shown in Table 1 for the corresponding Fiscal Year to be eligible for the Monthly Progress payment. This rate is inclusive of all costs associated to the services provided.

If additional funding is provided, the additional progress payment amount will be based on the amount of funding available divided by the number of additional months services required, and the minimum number of additional service hours will be the additional

progress payment amount divided by \$51.77. The vendor will become eligible for the full progress payment only after provided the total minimum amount of service hours for each month. The full progress payment shall be the sum of the progress payment from the original contract for that period plus the additional progress payment amount for that period.

4.0 INVOICING PROCEDURE

The Vendor will be eligible for progress payments under this agreement at intervals not less than monthly as approved by the Department.

Invoices will be prepared by the Vendor and submitted in quintuplicate in a format prescribed of the Department. The invoices will be supported by such information as may be required by Department procedures to substantiate the charges being invoiced. The Vendor will maintain for this purpose a job cost accounting system that is acceptable to the Department.

If requested by the Department, the final invoice for this agreement will be accompanied by a certified job cost summary report generated by the accounting system. The report will include at a minimum the total number of hours and salary cost actually charged to the project.

The Department will render a decision on the acceptability of services within 5 working days of receipt of either the services or invoice, whichever is later. The Department reserves the right to withhold payments for work not completed, or work completed unsatisfactorily, or work that is deemed inadequate or untimely by the Department. Any payment withheld will be paid to the Vendor on the next invoice submitted for that work after the work is subsequently completed satisfactorily and adequately.

Invoices shall be submitted to: Florida Department of Transportation
Project Manager, Traffic Operations
Mail Station #562
719 South Woodland Blvd
Deland, Fl. 32720

5.0 PROJECT CLOSEOUT

If requested, the Vendor will permit the Department to perform or have performed an audit of the records of the Vendor and any or all sub-vendors to support the compensation paid the Vendor. The audit will be performed as soon as practical after completion and acceptance of the contracted services. In the event funds paid to the Vendor under this Agreement are subsequently properly disallowed by the Department because of accounting errors or charges not in conformity with this Agreement, the Vendor agrees that such disallowed costs are due to the Department upon demand. Further, the Department will have the right to deduct from any payment due the Vendor under any other contract any amount due the Department.

4.0 TANGIBLE PERSONAL PROPERTY:

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

TERMS FOR FEDERAL AID CONTRACTS (APPENDIX I): CONTRACT (Purchase Order) # BDV 03

The following terms apply to all contracts in which it is indicated in Section 7.B of the Standard Written Agreement, the Master Agreement Terms and Conditions, the Contractual Services Agreement, or the Purchase Order Terms and Conditions, that the contract involves the expenditure of federal funds:

- A. It is understood and agreed that all rights of the Department relating to inspection, review, approval, patents, copyrights, and audit of the work, tracing, plans, specifications, maps, data, and cost records relating to this Agreement shall also be reserved and held by authorized representatives of the United States of America.
- B. It is understood and agreed that, in order to permit federal participation, no supplemental agreement of any nature may be entered into by the parties hereto with regard to the work to be performed hereunder without the approval of U.S.D.O.T., anything to the contrary in this Agreement notwithstanding.
- C. Compliance with Regulations: The Contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
- D. Nondiscrimination: The Contractor, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- E. Solicitations for Subcontractors, including Procurements of Materials and Equipment: In all solicitations made by the Contractor, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials or leases of equipment; each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.
- F. Information and Reports: The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the *Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.
- G. Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the *Florida Department of Transportation* shall impose such contract sanctions as it or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* may determine to be appropriate, including, but not limited to:
 - 1. withholding of payments to the Contractor under the contract until the Contractor complies, and/or
 - 2. cancellation, termination or suspension of the contract, in whole or in part.
- H. Incorporation of Provisions: The Contractor shall include the provisions of paragraphs C. through H. in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the *Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance. In the event a

Contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the Contractor may request the *Florida Department of Transportation* to enter into such litigation to protect the interests of the *Florida Department of Transportation*, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

- I. Interest of Members of Congress: No member of or delegate to the Congress of the United States shall be admitted to any share or part of this contract or to any benefit arising there from.
- J. Interest of Public Officials: No member, officer, or employee of the public body or of a local public body during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof. For purposes of this provision, public body shall include municipalities and other political subdivisions of States; and public corporations, boards, and commissions established under the laws of any State.
- K. Participation by Disadvantaged Business Enterprises: The Consultant shall agree to abide by the following statement from 49 CFR 26.13(b). This statement shall be included in all subsequent agreements between the Consultant and any sub-consultant or contractor.

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

- L. It is mutually understood and agreed that the willful falsification, distortion or misrepresentation with respect to any facts related to the project(s) described in this Agreement is a violation of the Federal Law. Accordingly, United States Code, Title 18, Section 1020, is hereby incorporated by reference and made a part of this Agreement.
- M. It is understood and agreed that if the Consultant at any time learns that the certification it provided the Department in compliance with 49 CFR, Section 26.51, was erroneous when submitted or has become erroneous by reason of changed circumstances, the Consultant shall provide immediate written notice to the Department. It is further agreed that the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" as set forth in 49 CFR, Section 29.510, shall be included by the Consultant in all lower tier covered transactions and in all aforementioned federal regulation.
- N. The Department hereby certifies that neither the consultant nor the consultant's representative has been required by the Department, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract, to
 1. employ or retain, or agree to employ or retain, any firm or person, or
 2. pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind;

The Department further acknowledges that this agreement will be furnished to a federal agency, in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

- O. The Consultant hereby certifies that it has not:
 1. employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above contractor) to solicit or secure this contract;
 2. agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this contract; or
 3. paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above contractor) any fee contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract.

The consultant further acknowledges that this agreement will be furnished to the State of Florida Department of Transportation and a federal agency in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

Consent Agenda Item #6.D. x

To: LYNX Board of Directors

From: **Ellisa Darnall**
CHIEF OPERATING OFFICER
Joseph Cheney
(Technical Contact)

Phone: 407.841.2279 ext: 6036

Item Name: **Miscellaneous**
Authorization to Purchase Used Articulated Buses

Date: 9/27/2012

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to purchase up to sixteen (16) used articulated buses with an average cost of \$50,000 not to exceed \$800,000 total.

BACKGROUND:

Increased ridership has created an immediate need to acquire new/used articulated buses to accommodate service demands. Ongoing alternative analysis of various transit corridors supports this need. LYNX currently has two articulated buses in service. LYNX has also purchased four (4) used 1998 New Flyer articulated buses from Midwest Bus Corporation, which should arrive in Orlando within the next 30 days. Additionally, LYNX has ordered two (2) new articulated buses from NOVA Bus that will arrive in March 2013.

With Board approval, LYNX will be able to add additional used articulated buses to its fleet at a lower than new cost in an effort to improve service.

FISCAL IMPACT:

LYNX staff is requesting the use of LYNX reserves in an amount not to exceed \$800,000 to support the purchase of used articulated buses. Federal funding may not be available if the used articulated buses have been previously funded with Federal funds.

LYNX Service Planning staff has conducted a headway analysis of selected routes where the placement of articulated buses could reduce service frequency while maintaining sufficient capacity based on existing passenger demand. Reduction in service frequency on these selected routes could result in operating savings of up to \$600,000 annually. Based on the 'not to exceed'

LYNX Board Agenda

purchase amount of \$800,000, this could mitigate the purchase cost of the used articulated buses in approximately 16 months.

Consent Agenda Item #6.D. xi

To: LYNX Board of Directors

From: **Ellisa Darnall**
CHIEF OPERATING OFFICER
Joseph Cheney
(Technical Contact)

Phone: 407.841.2279 ext: 6036

Item Name: **Miscellaneous**
Authorization to Purchase Eleven Replacement Transit Buses Under LYNX Contract #09-C05 with Gillig, LLC

Date: 9/27/2012

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to purchase up to eleven (11) replacement transit buses at a not-to-exceed amount of \$4,977,688 from Gillig, LLC Contract #09-C05, which would be delivered during FY2013.

BACKGROUND:

LYNX has an active fleet of 270 revenue buses effective with the September service change. Thirty-two (32) of these buses meet the Federal Transit Administration (FTA) requirements for retirement.

At the December 2008 Board meeting, LYNX awarded a five (5) year supplier contract for heavy-duty buses for the State of Florida to Gillig, LLC. The previous contract with Gillig expired in February 2009 and Hillsborough Transit Authority (HART) was the lead agency. LYNX is now the lead agency for the new contract. Participating agencies must pay a transaction fee of \$500 per bus, not to exceed \$10,000 per contract year. As lead agency, LYNX is exempt from paying the transaction fee.

The breakdown cost is as follows:

FY2013 Bus Procurement

Quantity	Item	Unit Cost	Extended Amount
11	Gillig 40' Diesel BRT LF Buses	\$443,338	\$4,876,718
2	Pre-Production Meetings – Gillig	\$1,000	\$2,000
11	Vehicle Inspections at Gillig Plant	\$440	\$4,840
11	UTA/APC	\$5,830	\$64,130
1	Training & Spare Parts	\$30,000	\$30,000
	Total (final cost is determined following the pre-production meeting)		\$4,977,688

FISCAL IMPACT:

LYNX staff included Federal Transit Administration (FTA) funding in the amount of \$4,977,688 for transit buses in the FY2013 Adopted Capital Budget.

Consent Agenda Item #6.D. xii

To: LYNX Board of Directors

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

Phone: 407.841.2279 ext: 6036

Item Name: **Miscellaneous**
Authorization to Enter into an Annual Coordination Agreement with Four Medicaid Compensable Entities and Various Non-Compensable Entities

Date: 9/27/2012

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to enter into an annual coordination agreement with four (4) Medicaid compensable entities, various non-compensable entities, and additional non-compensable entities as necessary.

BACKGROUND:

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

Florida Statute 427 requires the CTC to perform an annual evaluation of the entities to ensure safety and compliance with State and Federal regulations. It further requires the entities to report their annual statistics to the CTC for inclusion in the CTC's Annual Operating Report (AOR).

This allows the Florida Legislature to understand how their transportation dollars are being used and allows the CTC to draw down additional Transportation Disadvantaged Trust Fund dollars within their service area.

LYNX currently has three (3) Medicaid reimbursable Coordination Agreements in place with one (1) additional Medicaid reimbursable Coordination Agreement being entered into effective October 1, 2012, and various Coordination Agreements with other entities that receive State funding.

The four (4) Medicaid reimbursable entities include Bright Start Pediatrics, Lakeside Behavioral Healthcare, Park Place Behavioral Healthcare (Osceola Mental Health), and Seminole Community Mental Health. These entities provide Medicaid compensable transportation services to their customers traveling to or from their facilities. Out of our Medicaid revenues, LYNX reimburses these entities \$16.40 per one-way trip, less the \$1.00 per trip Medicaid co-pay where appropriate. If these entities were not providing these transportation services, the trips would become the responsibility of the CTC (LYNX) at an average cost of \$35 per trip. These entities provide approximately 86,000 annual trips at an annual cost to LYNX of \$1,410,400 and an annual savings to LYNX of approximately \$1,599,600.

The various entities that receive State funding are primarily Developmental Services Med-Waiver transportation providers for the Agency for Persons with Disabilities (reimbursed by that agency at \$7.47 per one-way trip) or agencies that have received Section 5310 (formerly Section 16(b)2) capital funding through the Florida Department of Transportation. There is no fiscal exchange between LYNX and these agencies.

FISCAL IMPACT:

LYNX staff has included \$1,455,379 in the FY2013 Adopted Operating Budget to support the anticipated trip level for the year related to Medicaid transportation services provided by the four (4) Medicaid compensable coordination agreements.

Consent Agenda Item #6.D. xiii

To: LYNX Board of Directors

From: Edward Johnson
GENERAL MANAGER
Donna Tefertiller
(Technical Contact)

Phone: 407.841.2279 ext: 6058

Item Name: Miscellaneous
Confirmation of the Appointment of Daniel David Healey as Director of
Engineering and Construction

Date: 9/27/2012

ACTION REQUESTED:

Staff is requesting the Board of Directors' confirmation of the appointment of Daniel David Healey as Director of Engineering and Construction.

BACKGROUND:

In January 2003 the Governing Board adopted amendments to Administrative Rules 1& 2 pertaining to the appointment of Executive Officers. The amendment defines "Executive Officer" positions as: Assistant Executive Directors; each Department Director, the Department Deputy Director, the executive Manager of Government Affairs, and any other officer serving in a position designated by the Board as an Executive Officer position. The amendment states that individuals appointed to an "Executive Officer" position by the Chief Executive Officer are subject to the approval of the Board.

This position is a critical position to the overall functionality of the organization. LYNX currently has two construction projects and based on the LYNX' 2030 Long Range Plan, there may be several years of construction activity taking place at LYNX.

Consent Agenda Item #6.D. xiv

To: LYNX Board of Directors

From: **John Lewis**
CHIEF EXECUTIVE OFFICER
Edward Johnson
(Technical Contact)
Donna Tefertiller
(Technical Contact)

Phone: 407.841.2279 ext: 6017

Item Name: **Miscellaneous**
Confirmation of Appointment of Blanche Sherman as Director of Finance

Date: 9/27/2012

ACTION REQUESTED:

Staff is requesting the Board of Directors' confirmation of the appointment of Blanche Sherman as Director of Finance.

BACKGROUND:

In January 2003 the Governing Board adopted amendments to Administrative Rules 1& 2 pertaining to the appointment of Executive Officers. The amendment defines "Executive Officer" positions as: Assistant Executive Directors; each Department Director, the Department Deputy Director, the executive Manager of Government Affairs, and any other officer serving in a position designated by the Board as an Executive Officer position. The amendment states that individuals appointed to an "Executive Officer" position by the Chief Executive Officer are subject to the approval of the Board.

Ms. Sherman will fill the previously vacated position by Mr. Bert Francis.

Action Agenda Item #7.A

To: LYNX Board of Directors

From: Blanche Sherman
-DIRECTOR OF FINANCE
Christopher Plummer
(Technical Contact)

Phone: 407.841.2279 ext: 6100

Item Name: Authorization to Amend LYNX' FY2012 Operating and Capital Budgets

Date: 9/27/2012

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to amend the FY2012 Operating and Capital Budgets to correspond with previous Board item approvals and other various changes necessary to fund and operate LYNX services.

BACKGROUND:

The table below and corresponding bullets provide detailed information on the items comprising this operating budget amendment requests.

Revenue	FY2012 Amended Budget	Service	Paratransit Services	Miscellaneous	FY2012 Amended Budget Total
Fund Balance	848,363	350,000	1,303,175	15,000	2,516,538
Fund Balance - Disney Carryover	-	899,873			899,873
LYNX-Generated Revenue	35,988,352	(1,439,761)			34,548,591
Federal Revenue	21,084,185	422,809		161,949	21,668,943
State Revenue	10,746,814	(227,804)		(15,000)	10,504,010
Local Revenue	45,040,227				45,040,227
Total Revenue	\$ 113,707,941	\$ 5,117	\$ 1,303,175	\$ 161,949	\$ 115,178,182
Expense					
Salaries/Wages/Fringes	61,802,532				61,802,532
Other Services	8,016,790			161,949	8,178,739
Fuel	15,183,795				15,183,795
Materials & Supplies	5,876,777				5,876,777
Utilities	1,337,354				1,337,354
Casualty & Liability	1,418,269				1,418,269
Taxes	414,137				414,137
Purchased Transportation	18,519,318	5,117	1,303,175		19,827,610
Miscellaneous	950,349				950,349
Leases	188,620				188,620
Total Operating Expenses	\$ 113,707,941	\$ 5,117	\$ 1,303,175	\$ 161,949	\$ 115,178,182

Service – Discussions were held with the Florida Department of Transportation, and Orange County in regards to a funding shortfall for Link 111 in FY2012. Based on those discussions service was continued and will be funded through various sources.

Paratransit Service – Due to increases in demand for Paratransit service over the initial estimates for the FY2012 operating budget, an increased level of trips have been provided raising the estimated cost for purchased transportation.

Miscellaneous – The miscellaneous FY2012 Operating Budget adjustments being requested in this amendment are due to previous Board approvals, related to the contract maintenance fee associated with adding Trapeze Flex software to better manage reservations and dispatch functions of NeighborLink services and the transfer of funds from state to local to cover costs for the Opportunity Center a sub-recipient under LYNX' New Freedom program not funded by FDOT.

The expense and revenue related to these adjustments was not included in the FY2012 Amended Budget. As such, this amendment includes the associated costs and revenue to reflect these changes.

The following table summarizes the adjustments mentioned above and formally amends the previously Amended FY2012 Operating Budget from \$113,707,941 to \$115,178,182 as follows:

FY2012 Amended Operating Budget

	FY2012 Amended Budget	Revisions	FY2012 Amended Budget Total
Operating Revenues			
Fund Balance	848,363	1,668,175	2,516,538
Fund Balance- Disney Carryover	-	899,873	899,873
LYNX-Generated Revenue	35,988,352	(1,439,761)	34,548,591
Federal Revenue	21,084,185	584,758	21,668,943
State Revenue	10,746,814	(242,804)	10,504,010
Local Revenue	45,040,227	-	45,040,227
Total Operating Revenue	\$ 113,707,941	\$ 1,470,241	\$ 115,178,182

These funds are programmed to fund the following types of expenses:

	FY2012 Amended Budget	Revisions	FY2012 Amended Budget Total
Operating Expenses			
Salaries/Wages/Fringes	61,802,532	-	61,802,532
Other Services	8,016,790	161,949	8,178,739
Fuel	15,183,795	-	15,183,795
Materials & Supplies	5,876,777	-	5,876,777
Utilities	1,337,354	-	1,337,354
Casualty & Liability	1,418,269	-	1,418,269
Taxes	414,137	-	414,137
Purchased Transportation	18,519,318	1,308,292	19,827,610
Miscellaneous	950,349	-	950,349
Leases	188,620	-	188,620
Total Operating Expense	\$ 113,707,941	\$ 1,470,241	\$ 115,178,182

The following table reflects adjustments related to increasing the March 22, 2012 Amended FY2012 Capital Budget from \$78,787,163 to \$83,313,367 as follows:

FY2012 Amended Capital Budget

	FY 2012 Amended Capital Budget	Revisions	FY2012 Amended Capital Budget
Capital Contributions			
Federal Contributions	69,172,402	2,752,902	71,925,304
State Contributions	1,173,291	-	1,173,291
Local Contributions	8,441,470	1,773,302	10,214,772
Total	\$ 78,787,163	\$ 4,526,204	\$ 83,313,367

These funds are programmed to fund the following types of expenditures:

LYNX Board Agenda

Capital Expenditures	FY 2012 Amended Capital Budget	Revenue Vehicles	Veterans Livability Initiative	Software, Equipment & Amenities	CCTV	FY 2012 Amended Capital Budget
Access LYNX Vehicles	1,524,080	1,097,625				2,621,705
Capital Bus Lease	1,005,094					1,005,094
LYMMO Expansion	23,436,317					23,436,317
Facility Improvements	1,996,741					1,996,741
Flex-bus/BRT Study	3,373,711					3,373,711
Intelligent Transportation Systems	3,162,710					3,162,710
LYMMO AA/NEPA Process	1,500,000					1,500,000
LYNX Urban Trail Project	1,553,132					1,553,132
Passenger Amenities	11,731,202		(971,520)	2,259,790		13,019,472
NeighborLink Vehicles	3,306,260					3,306,260
Transit Buses	16,937,673	889,760				17,827,433
Safety/Security Enhancements	3,377,389				285,240	3,662,629
Support Equipment	4,128,100			373,523		4,501,623
Vanpool Program Vehicles	254,754	591,786				846,540
SR 50 AA UCF Connector	1,500,000					1,500,000
Total	\$ 78,787,163	\$ 2,579,171	\$ (971,520)	\$ 2,633,313	\$ 285,240	\$ 83,313,367

Revenue Vehicles – LYNX has been successful in securing state and federal funding to purchase vehicles to support revenue service. The following vehicles will be purchased to support operations:

- Paratransit – Fifteen (15) Paratransit vehicles will be purchased to support continued Paratransit service levels.
- Fixed-route – A total of four (4) used articulated buses will be purchased to support capacity issues on existing LYNX services. In addition, LYNX will have the ability to purchase up to sixteen (16) additional used articulated buses to support revenue service.
- Vanpool – Twenty (20) vanpool vehicles will be purchased, two (2) of which will be replacement vehicles and eighteen (18) of which to support program expansion.

Veterans Transportation and Community Living Initiative – LYNX sought federal funding to participate with various local social service agency partners to develop a region-wide one-call, one-click service for veterans, military personnel, and their families that will be a transportation resource center. This Initiative is funded through 80% federal funding. The capital budget was amended in March to include the anticipated expenses and revenue based upon the grant application. Since that time the Notice of Federal Award has been released and funding was provided for the LYNX project at a reduced level.

Software, Equipment, and Amenities – LYNX in an effort to upgrade their on-board vehicle communications asked for Board approval to purchase radios from Orange County Public Schools that would be more affordable than purchasing digital radios from a vendor. In addition, based on LYNX' partnership with Florida Department of Transportation (FDOT) for integrated fare media, LYNX will purchase ticket vending machines and other equipment and capitalized service to ensure successful implementation of the fare technology. LYNX sought to participate in an agreement with FDOT to add bus pads to state roads that were undergoing construction. It was anticipated that the FTA would pay for the addition of these passenger amenities; however based satisfactory continuing control concerns FTA will not fund the bus pads. LYNX is removing this item from the capital budget. The capital budget is being amended in the amount of \$359,846 for the digital radios, \$2,359,790 for fare technology, and a decrease of \$100,000

related to bus pads for State Roads 423 and 436. In addition, software will be purchased from Trapeze to support NeighborLink service totaling \$13,677.

Closed Circuit Television (CCTV) – LYNX has continued to pursue increased safety and security on-board vehicles and at LYNX facilities. Through federal funding from the Department of Homeland Security and funding from the FDOT, LYNX will have installed video surveillance at park-n-ride lots, superstops, and other facilities. The requested amendment of \$285,240 is for expenses related to securing the LYMMO facilities and other superstop locations based on the contracts approved by the Board.

FISCAL IMPACT:

The FY2012 Amended Operating Budget will increase from \$113,707,941 to \$115,178,182. The FY2012 Capital Budget will be increased from \$78,787,163 to \$83,313,367 as indicated.

FY2012 Amended Operating & Capital Budgets

Presented to the
LYNX Board of Directors
September 27, 2012



FY2012 Operating Budget Overview

	FY2012 Amended <u>March 2012</u>	FY2012 Amended <u>September 2012</u>	<u>% Change</u>
Operating Revenue	\$ 112,859,578	\$ 112,661,644	-0.2%
Operating Expenses	<u>113,707,941</u>	<u>115,178,182</u>	<u>1.3%</u>
Operating Income/(Deficit)	\$ (848,363)	\$ (2,516,538)	196.6%



FY2012 Operating Revenue

	FY2012 <u>Amended</u>	FY2012 <u>Amended</u>	<u>% Change</u>
Fund Balance	\$ 848,363	\$ 2,516,538	196.6%
Fund Balance - Disney Carryover	-	\$ 899,873	0.0%
Customer Fares	23,269,789	23,409,583	0.6%
Contract Services	11,033,319	9,453,764	-14.3%
Advertising on Buses	1,075,000	1,075,000	0.0%
Advertising - Trade	30,000	30,000	0.0%
Interest & Other Income	580,244	580,244	0.0%
Local	45,040,227	45,040,227	0.0%
State	10,746,814	10,504,010	-2.3%
Federal	21,084,185	21,668,943	2.8%
Total Operating Revenue	<u><u>\$ 113,707,941</u></u>	<u><u>\$ 115,178,182</u></u>	<u><u>1.3%</u></u>



FY2012 Operating Expenses

	FY2012 <u>Amended</u> <u>March 2012</u>	FY2012 <u>Amended</u> <u>September</u> <u>2012</u>	<u>% Change</u>
Salaries/Wages/Fringes	\$ 61,802,532	\$ 61,802,532	0.0%
Other Services	8,016,790	8,178,739	2.0%
Fuel	15,183,795	15,183,795	0.0%
Materials & Supplies	5,876,777	5,876,777	0.0%
Utilities	1,337,354	1,337,354	0.0%
Casualty and Liability	1,418,269	1,418,269	0.0%
Taxes & Tags	414,137	414,137	0.0%
Purchased Transportation	18,519,318	19,827,610	7.1%
Miscellaneous	950,349	950,349	0.0%
Leases	188,620	188,620	0.0%
Total Operating Expenses	\$ 113,707,941	\$ 115,178,182	1.3%



FY2012 Capital Budget Overview

	FY2012 Amended March 2012	FY2012 Amended September 2012	% Change
Capital Contributions	\$ 78,787,163	\$ 83,313,367	5.7%
Capital Expenditures	78,787,163	83,313,367	5.7%
Capital Income/(Deficit)	\$ -	\$ -	N/A



FY2012 Capital Budget Contributions

Capital Contributions	FY2012 Amended		FY2012 Amended	
	March 2012	Revisions	September 2012	
Federal Contributions	\$ 69,172,402	\$ 2,752,902	\$ 71,925,304	
State Contributions	1,173,291	-	1,173,291	
Local Contributions	8,441,470	1,773,302	10,214,772	
Total	\$ 78,787,163	\$ 4,526,204	\$ 83,313,367	



FY2012 Capital Expenditures

Capital Expenditures	FY2012 Amended March 2012	BRT & AA Projects	ARRA	Veterans Livability Initiative	Bus Stop Accessibility	Lake County Vanpool	FY2012 Amended September 2012
Access LYNX Vehicles	1,524,080	1,097,625					2,621,705
Capital Bus Lease	1,005,094						1,005,094
LYMMO Expansion	23,436,317						23,436,317
Facility Improvements	1,996,741						1,996,741
Flex-bus/BRT Study	3,373,711						3,373,711
Intelligent Transportation System	3,162,710						3,162,710
LYMMO AA/NEPA Process	1,500,000						1,500,000
LYNX Urban Trail Project	1,553,132						1,553,132
Passenger Amenities	11,731,202			(971,520)	2,259,790		13,019,472
NeighborLink Vehicles	3,306,260						3,306,260
Transit Buses	16,937,673	889,760					17,827,433
Safety/Security Enhancements	3,377,389					285,240	3,662,629
Support Equipment	4,128,100				373,523		4,501,623
Vanpool Program Vehicles	254,754	591,786					846,540
SR 50 AA UCF Connector	1,500,000						1,500,000
Total	\$ 78,787,163	\$ 2,579,171	\$ -	\$ (971,520)	\$ 2,633,313	\$ 285,240	\$ 83,313,367



Board Action Requested

LYNX staff is asking for approval of the amended FY2012 Operating and Capital Budgets.

	FY2012	FY2012	% Change
	Amended	Amended	
Operating	\$ 113,707,941	\$ 115,178,182	1.3%
Capital	78,787,163	83,313,367	5.7%
Total	\$ 192,495,104	\$ 198,491,549	3.1%



Action Agenda Item #7.B

To: LYNX Board of Directors

From: Blanche Sherman
-DIRECTOR OF FINANCE
Christopher Plummer
(Technical Contact)

Phone: 407.841.2279 ext: 6100

Item Name: Authorization to Adopt Fiscal Year 2013 Operating and Capital Budgets

Date: 9/27/2012

ACTION REQUESTED:

Staff is requesting the Board of Directors' adoption of the Fiscal Year 2013 Operating and Capital Budgets.

BACKGROUND:

At the March 22, 2012 Board meeting, staff presented the preliminary FY2013 Operating Budget in the amount of \$113,862,952 to the Board of Directors. Since then, presentations have been made to Orange, Osceola, and Seminole counties, assumptions have been reexamined and the cost of providing service for next fiscal year has been discussed, which has increased the FY2013 Operating Budget by 1.5%. In addition, we made adjustments to the FY2013 Operating Budget to decrease the use of Preventative Maintenance funding and continue to utilize operating reserves to balance the budget. **Please note: This will not result in any change in the original funding request from the various funding partners.**

Final approval from the funding partners regarding their proposed funding levels of service is needed. If the final approved funding levels are different than expected, we will adjust our budget accordingly.

OVERVIEW:

Budget Highlights

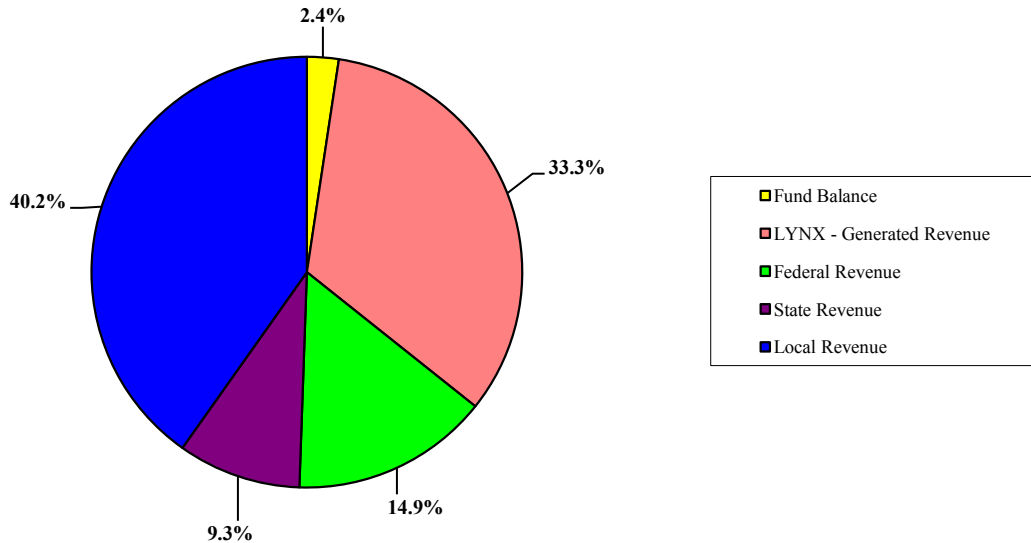
The FY2013 proposed budget totals \$213,825,070, of which \$115,518,832 represents operating expenses and \$98,306,238 represents capital expenditures. This is a net increase in the total budget of \$15,333,521 or 7.7% from the FY2012 Amended Budget.

Operating Budget

The proposed Operating Budget for FY2013 is \$115,518,832, which is an increase of \$370,650 or less than 1% from the FY2012 Amended Operating Budget.

The Operating Budget is funded by a combination of LYNX-generated revenue and federal, state, and local dollars. These funds are used to fund personnel, services, materials, supplies, taxes, utilities, casualty & liability, purchased transportation, leases and miscellaneous expenses. Specifically, this budget includes funds from the following areas:

Operating Revenue

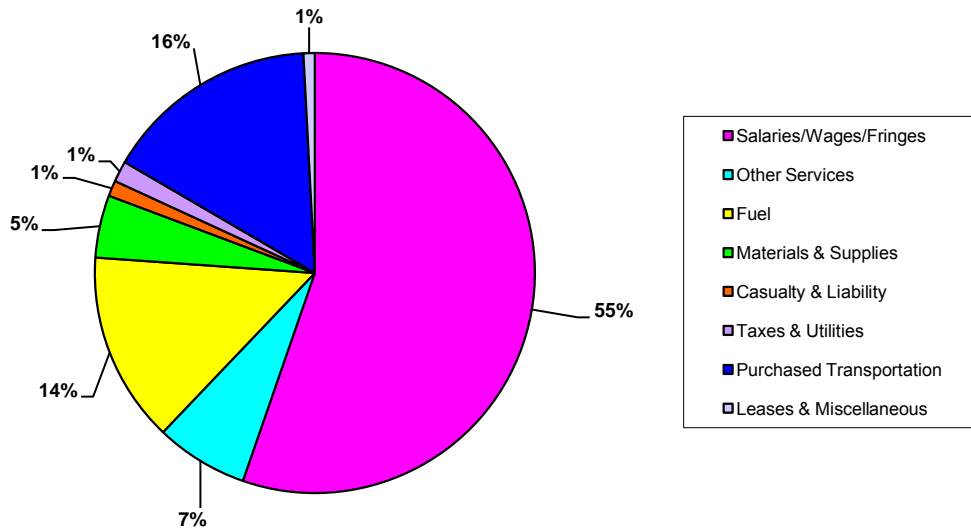


TOTAL OPERATING REVENUES \$115,518,832

Fund Balance	\$ 2,718,752
LYNX – Generated Revenue	38,506,313
Federal Revenue	17,160,759
State Revenue	10,692,276
Local Revenue	<u>46,440,732</u>
Total Operating Revenue	<u>\$115,518,832</u>

These funds are programmed to fund the following expenses:

Operating Expenses



TOTAL OPERATING EXPENSES \$115,518,832

Salaries/Wages/Fringes	\$ 63,902,160
Other Services	7,875,976
Fuel	16,180,425
Materials & Supplies	5,304,372
Casualty & Liability	1,331,276
Taxes & Utilities	1,780,282
Purchased Transportation	18,215,643
Leases & Miscellaneous	<u>928,698</u>
Total Operating Expenses	<u>\$ 115,518,832</u>

Capital Budget

The proposed Capital Budget for FY2013 is \$98,306,238, which is an increase of \$14,992,871 or approximately 18.0% more than the FY2012 Amended Capital Budget. The increase in the capital budget from the Amended FY2012 Capital Budget results from: continued LYMMO expansion activities, purchase of revenue vehicles, technology enhancements, passenger amenities, and the carryover of projects started in FY2012 that will be completed in FY2013.

The capital budget is funded from a combination of federal, state and local sources, and includes items such as the planned purchase of replacement buses and vans, bus shelters, and the use of technology to assist in service delivery and improvements. The majority of the capital budget, 88.6% is funded through federal grants, 1.6% is funded through state grants, and the remaining 9.8% through local funds. The local contribution from the funding partners covers the capital bus lease, used revenue vehicles and equipment, planned improvement to the FDOT owned parking

lot, and contributions from the City of Orlando for twenty percent of Alternatives Analysis Studies and the LYNX Urban Trail Project.

Specifically, this budget includes funds from the following areas:

Federal	\$87,883,129
State	1,454,091
Local	8,969,018
Total	\$98,306,238

The table below identifies capital expenditures by program.

Capital Program		FY2013 Requests
(1)	Revenue Vehicles	\$36,472,034
(2)	BRT	30,649,581
(3)	Facilities	5,959,559
(4)	Passenger Amenities / Related Enhancements	6,388,972
(5)	Technology	9,649,240
(6)	Security	2,420,643
(7)	Support Equipment	1,664,066
(8)	ARRA	<u>5,102,143</u>
	Total	<u>\$98,306,238</u>

Notes:

- 1) Revenue vehicles include expansion and replacement vehicles for fixed-route, vanpool, and paratransit service.
- 2) BRT includes the East / West and Parramore BRT design / build projects as well as Alternative Analysis Studies and the FlexBus project.
- 3) Facilities include funds for LCS improvements and facility energy efficiency additions.
- 4) Passenger amenities include shelters, transfer centers, solar power, benches, and trash receptacles.
- 5) Technology includes items to improve communication and information delivery such as CAD Next Steps, MDTs, phone system upgrades and ticket vending machines.
- 6) Security includes the CCTV project, panic button at LOC and facility hardening.
- 7) Support equipment includes items such as computers, software, shop tools, printers, and servers.
- 8) ARRA is described below in more detail.

The following table provides a summary of the ARRA project requests “included” in the above FY2013 capital budget. The ARRA projects represent 5.3% of the total FY2013 capital budget.

ARRA Projects	FY2013 Capital Budget Requests
Kissimmee Transfer Center	175,369
Real Time Customer Information	573,000
Shelters/Transfer Centers	201,000
Fare Payment System Upgrade	3,087,279
Paratransit Fleet Capitalization	<u>1,065,495</u>
Total	<u>\$5,102,143</u>

FISCAL IMPACT:

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

FY2013 Adopted Operating & Capital Budgets

Presented to the
LYNX Board of Directors

September 27, 2012



Key Budget Assumptions - Overall

- Status Quo Funding from Local Funding Partners for FY2013, **except Orange County who provided a 4% increase over the FY2012 funding amount.**
- Maximize current service levels through efficiencies
- Apply additional Flex (NeighborLink) services, where appropriate



Key Budget Assumptions - Revenue

- Utilize additional Federal Preventative Maintenance Funding
- Application of New Advertising Revenue Program increases
- Utilize new federal fuel subsidy
- Utilization of Operating Reserves (establish a minimum reserve level-60 days cash flow)



Key Budget Assumptions - Expenses

- Effects of LYNX' New Group Health Insurance program **with CIGNA and the anticipated increase in insurance over the FY2012 levels.**
- Continuation of Fuel Hedging Program
- Impact of New Paratransit Providers
- Application of Reductions based on LYNX ownership of Paratransit vehicles



FY2013 Operating Budget Overview

	<u>FY2012 Amended</u>	<u>FY2013 Adopted</u>	<u>% Change</u>
Operating Revenue	\$ 112,661,644	\$ 112,800,080	0.1%
Operating Expenses	115,178,182	115,518,832	0.3%
Operating Income/(Deficit)	(2,516,538)	(2,718,752)	8.0%



FY2013 Operating Revenue

Fund Balance - Disney Carryover	899,873	-	-100.0%
Customer Fares	23,414,700	26,502,613	13.2%
Contract Services	9,448,647	9,912,200	4.9%
Advertising on Buses	1,075,000	1,525,000	41.9%
Advertising - Trade	30,000	-	-100.0%
Interest & Other Income	580,244	566,500	-2.4%
Federal	21,653,943	17,160,759	-20.7%
State	10,519,010	10,692,276	1.6%
Local	45,040,227	46,440,732	3.1%
Total Operating Revenue	<u>115,178,182</u>	<u>115,518,832</u>	<u>0.3%</u>



FY2013 Operating Expenses

	FY2012	FY2013	% Change
	<u>Amended</u>	<u>Adopted</u>	
Salaries/Wages/Fringes	\$ 61,802,532	\$ 63,902,160	3.4%
Other Services	8,178,739	7,875,976	-3.7%
Fuel	15,183,795	16,180,425	6.6%
Materials & Supplies	5,876,777	5,304,372	-9.7%
Utilities	1,337,354	1,350,102	1.0%
Casualty and Liability	1,418,269	1,331,276	-6.1%
Taxes & Tags	414,137	430,180	3.9%
Purchased Transportation	19,827,610	18,215,643	-8.1%
Miscellaneous	950,349	768,638	-19.1%
Leases	188,620	160,060	-15.1%
Total Operating Expenses	<u><u>\$ 115,178,182</u></u>	<u><u>\$ 115,518,832</u></u>	<u><u>0.3%</u></u>



FY2013 Local Revenue by Jurisdiction

	<u>FY2012</u> <u>Amended</u>	<u>FY2013</u> <u>Preliminary</u>	<u>% Change</u>
Orange County	\$32,382,067	\$33,583,056	4%
Osceola County	4,279,194	4,279,194	0%
Seminole County	4,083,948	4,083,948	0%
City of Orlando	3,482,292	3,482,292	0%
Total Local Funds	\$44,227,501	\$45,428,490	3%
Cities	375,899	375,899	0%
Other Agencies & Private	1,567,994	1,641,437	5%
Capital Contributions	(1,131,167)	(1,005,094)	-11%
Total	<u>\$45,040,227</u>	<u>\$46,440,732</u>	<u>3%</u>



FY2013 Capital Budget Overview

	<u>FY2012 Amended</u>	<u>FY2013 Adopted</u>	<u>% Change</u>
Capital Contributions	\$ 83,313,367	\$ 98,306,238	18.0%
Capital Expenditures	<u>83,313,367</u>	<u>98,306,238</u>	<u>18.0%</u>
Capital Income/(Deficit)	\$ -	\$ -	N/A



FY2013 Capital Budget Contributions

Capital Contributions	FY2012	FY2013	% Change
	Amended	Adopted	
Federal Contributions	\$ 71,925,304	\$ 87,883,129	22.2%
State Contributions	1,173,291	1,454,091	23.9%
Local Contributions	10,214,772	8,969,018	-12.2%
Total	\$ 83,313,367	\$ 98,306,238	18.0%



TOTAL BUDGET SUMMARY

	<u>FY2012</u> <u>Amended</u>	<u>FY2013</u> <u>Adopted</u>	<u>Change</u>
Operating Revenue	\$ 112,661,644	\$ 112,800,080	0.1%
Operating Expenses	115,178,182	115,518,832	0.3%
Operating Income/(Deficit)	\$ (2,516,538)	\$ (2,718,752)	8.0%
Capital Funding	83,313,367	98,306,238	18.0%
Capital Expenditures	83,313,367	98,306,238	18.0%
Capital Income/(Deficit)	-	-	
Total Sources of Funding	195,975,011	211,106,318	7.7%
Total Uses of Funding	198,491,549	213,825,070	7.7%
Net Financial Position	\$ (2,516,538)	\$ (2,718,752)	
Staffing Count	1,039	1,068	



Operating Budget Calendar

Final Board Action

September 27

Budget Year 12– 13 Commences

October 1



Action Agenda Item #7.C

To: LYNX Board of Directors

From: Blanche Sherman
-DIRECTOR OF FINANCE
Blanche Sherman
(Technical Contact)

Phone: 407.841.2279 ext: 6100

Item Name: Authorization to Enter into the FY2013 Service Funding Agreements with the Regional Funding Partners

Date: 9/27/2012

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to enter into funding agreements with the Regional Funding Partners listed below for the provision of public transportation services corresponding with its respective funding contribution for the Fiscal Year 2013 Budget. The actual amounts of the agreements will be final once the Board has approved the budget for FY2013.

Orange County	\$32,893,056
Seminole County	\$ 4,083,948
Osceola County	\$ 4,279,194
Lake County	\$ 239,110
City of Orlando	\$ 3,482,292
City of Altamonte Springs	\$ 120,900
City of Sanford	\$ 93,000
City of St. Cloud	\$ 161,999

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

To the extent there are any changes to the funding agreements, LYNX staff will negotiate those changes through an amendment to the addendum and if those changes are not materially adverse to LYNX. This will allow the Chief Executive Officer or designee to enter into those funding agreements without further Board approval.

BACKGROUND:

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

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

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

The funding partner agreement for FY2013 contains the following:

- a) A uniform funding agreement for all funding partners.
- b) A provision that allows for continued monthly payments by the funding partners subsequent to the end of each fiscal year.
- c) An “addendum” to the contract that will provide for particular or unique requirements by the various funding partners.

A copy of the proposed service funding agreement that will be entered into between LYNX and each of the Regional Funding Partners for Fiscal Year 2013 is attached. The proposed addendums for each of the partners is also attached. Authorization is requested from the Board for LYNX staff to complete the funding agreement with each funding partner, including completion of the exhibits and addenda. This will permit the funding agreements to be executed more quickly after the beginning of LYNX’ fiscal year. Changes will be permitted to the funding agreement by way of changes to the addendum provided that said changes are not materially adverse to LYNX.

SERVICE FUNDING AGREEMENT
by and between
ORANGE COUNTY, FLORIDA
and
LYNX

THIS SERVICE FUNDING AGREEMENT (“Agreement”) is made and entered into by and between **ORANGE COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida, whose principal address is Post Office Box 1393, Orlando, Florida 32802-1393 (hereinafter the “**Funding Partner**” or “**County**”), and the **CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY**, a body politic and corporate created pursuant to Part II, Chapter 343, Florida Statutes, whose principal address is 455 North Garland Avenue, Orlando, Florida 32801 (hereinafter “**LYNX**”).

WITNESSETH

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

WHEREAS, the Funding Partner recognizes the need to provide Public Transportation (as hereinafter defined) in an efficient manner and acknowledges the benefits of increased ridership on the regional transportation system; and

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

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

WHEREAS, the Funding Partner recognizes the need to maintain and improve transit services; and

WHEREAS, pursuant to Section 343.64, Florida Statutes, LYNX has the authority to own, operate, maintain, and manage a Public Transportation system in the area of Orange, Seminole and Osceola Counties; and

WHEREAS, LYNX currently provides mass transit services within the geographical limits of the Funding Partner; and

WHEREAS, pursuant to Section 343.64, Florida Statutes, LYNX has the right to contract with other governmental entities, including the Funding Partner, and has the right to accept funds from such other governmental entities; and

WHEREAS, the Funding Partner and LYNX entered into an Interlocal Agreement for Public Transit Services dated as of January 24, 2012 (the “**Prior Fiscal Year Funding**”

Agreement”) pursuant to which the Funding Partner agreed to appropriate funds to LYNX for fiscal year from October 1, 2011 to September 30, 2012 to support LYNX Public Transportation services within the Service Area (as hereinafter defined); and

WHEREAS, the term of the Prior Fiscal Year Funding Agreement ended on September 30, 2012; and

WHEREAS, the Funding Partner has budgeted funds for the fiscal year beginning on October 1, 2012 and ending on September 30, 2013 (“**Fiscal Year**”) to support LYNX’s Public Transportation services for such fiscal year; and

WHEREAS, at present, LYNX and the Funding Partner acknowledge that the funds provided by the Funding Partner to LYNX are used as the Funding Partner’s support of the regional Public Transportation System only within the Service Area (as hereinafter defined).

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

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

2. **Definitions**. The following capitalized terms shall have the following meanings:

“**Access LYNX**” means LYNX’s van transit service for medically-qualified, physically challenged transit customers.

“**ADA**” means the Americans with Disabilities Act of 1990.

“**Agreement**” means this Service Funding Agreement and its Exhibits.

“**Appropriated Amount**” means the amount to be paid to LYNX by the Funding Partner for the Current Fiscal Year in consideration of the Public Transportation to be provided by LYNX hereunder, as set forth in paragraph 3 hereof.

“**Deadhead Hours**” means the vehicle hours of operation incurred in non-Revenue Service in support of Revenue Service (i.e., hours from the garage to the beginning of a route).

“**Deadhead Miles**” means the vehicle miles incurred in non-Revenue Service in support of Revenue Service (i.e., miles from the garage to the beginning of a route).

“**Demand Response Service**” or “**NeighborLink**” means service provided in response to passenger requests made in advance to LYNX, which then dispatches a vehicle to pick up the passengers and transport them to their destinations or to a fixed-route transfer point within a designated demand response service area.

“**Fiscal Year**” or “**Current Fiscal Year**” means the twelve (12) month period commencing October 1, 2012 and ending the following September 30, 2013.

“**Fixed-Route Service**” means service provided on a repetitive, fixed-schedule basis along a specific route with vehicles stopping to pick up and deliver passengers to specific locations. Unlike demand response service, Fixed-Route Service services the same origins and destinations. Fixed-Route Service includes route deviation service, where revenue vehicles deviate from fixed-routes on a discretionary basis.

“**FDOT**” means the Florida Department of Transportation.

“**FTA**” means the Federal Transit Association.

“**New Appropriated Amount**” means the amount that is approved or appropriated by the Funding Partner for the Next Fiscal Year in consideration of the Public Transportation to be provided by LYNX hereunder for the Next Fiscal Year, as set forth in paragraph 3 below.

“**Next Fiscal Year**” means the twelve (12) month period immediately following the Current Fiscal Year, and is the period commencing October 1, 2013 and ending the following September 30, 2014.

“**Operating Expenses**” mean the expenses associated with the operations of LYNX, and which are classified by function or activity.

“**Passenger Fares**” means the revenue earned from carrying passengers in regularly scheduled service. Passenger Fares include the base fare, distance premiums, express service premiums, transfers and quantity purchased discount fares (i.e., daily, seven-day, thirty-day, student, senior, etc. tickets and passes).

“**Passenger Trips**” means the number of fare-paying individuals who ride LYNX’s buses in any given period with each individual being counted once per boarding.

“**Public Transportation**” means transportation by a conveyance (e.g., by bus or van) that provides regular and continuing general or special transportation to the public, but does not include light rail. “Special transportation” includes transportation services being provided to the public pursuant to the ADA.

“**Revenue Hours**” means the hours a vehicle travels while in Revenue Service, which excludes Deadhead Hours.

“**Revenue Miles**” means the miles a vehicle travels while in Revenue Service, which excludes Deadhead Miles.

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

“**Service Area**” means generally the geographic area or the Fixed-Route Service, as the case may be, described and set forth in **Exhibit "A"** attached hereto.

3. **Funding Partner Obligations.**

(a) **Current Fiscal Year.**

(i) The Funding Partner agrees to appropriate the amount specified on **Exhibit “B”** attached hereto (the “**Appropriated Amount**”) to LYNX for the Fiscal Year for the provision of Public Transportation within the Service Area.

(ii) The Appropriated Amount shall be paid by the Funding Partner to LYNX in twelve (12) equal monthly installments, with each installment being due on the first day of each month. The first installment payment shall be due upon the later of (x) October 1, 2012 or (y) thirty (30) days after the execution date of this Agreement; and any other installment payments which would be due prior to the execution date of this Agreement shall also be paid within thirty (30) days after the execution date of this Agreement.

(b) **Next Fiscal Year.**

(i) If, prior to the termination date of this Agreement (as set forth in Paragraph 20 below), the Funding Partner and LYNX have not reached a written agreement setting forth an appropriation to LYNX for the Next Fiscal Year, then, notwithstanding the expiration of this Agreement at the end of the Current Fiscal Year and in order to continue the Public Transportation after said expiration, the Funding Partner shall continue to pay LYNX for the Next Fiscal Year the amount set forth below.

(ii) The amount to be paid under clause (i) shall be the New Appropriated Amount provided that the Boards of both the Funding Partner and LYNX have so approved that Amount. This New Appropriated Amount shall be paid as set forth in clause (v) below.

(iii) In the event the New Appropriated Amount actually approved by the Board of the Funding Partner at its budget adoption is less than what had been scheduled by the Funding Partner prior to said adoption hearing, then, in that event, LYNX may immediately or as soon as practicable for the Next Fiscal Year reduce the scope of service to be provided hereunder so as to be in line with the New Appropriated Amount.

(iv) In the event the Funding Partner has not by the end of the Current Fiscal Year, adopted a New Appropriated Amount, then the amount to be paid will be equal to the Appropriated Amount for the Current Fiscal Year. This Amount will be paid as set forth in clause (v) below. At such time thereafter as the Funding Partner has adopted a New Appropriated Amount, then, in that event, the parties will adjust and reconcile between themselves any adjustment to the payments that would have been made to LYNX by the Funding Partner for the Current Fiscal Year and the service to be provided hereunder will be adjusted to be in line with the New Appropriated Amount.

(v) The amount to be paid under this subparagraph (b) above (whether the New Appropriated Amount under clauses (ii) or (iii) or the Appropriated Amount

under clause (iv)), shall be paid in equal monthly installments (the “**Post-Termination Payment**”) due on the first day of each month commencing October 1, 2013 until the earliest to occur of the following: (i) LYNX and the Funding Partner reach a written agreement setting forth a different appropriation for the Next Fiscal Year; (ii) one hundred twenty (120) days following that date that the Funding Partner, through action taken by its governing board, notifies LYNX in writing that it wishes to terminate this Agreement and no longer receive from LYNX the Public Transportation services provided herein; or (iii) the date that LYNX actually discontinues the Public Transportation services to the Funding Partner.

(c) The procedure set forth in subparagraph 3(b) will continue until such time as the Funding Partner and LYNX have executed a new form of funding agreement for the Current Fiscal Year, at which time this Agreement and specifically the provisions of this subparagraph 3(b) will no longer be applicable. If LYNX and the Funding Partner fail to reach and execute such a new funding agreement setting forth an appropriation for the Next Fiscal Year by December 31, 2013, then LYNX may, within its discretion, reduce, eliminate or discontinue the provision of Public Transportation services to the Funding Partner immediately upon providing the Funding Partner with written notice of same. If, as a result of subparagraph 3(b), the Funding Partner makes any payments to LYNX for the Next Fiscal Year, then, in that event, the parties will reconcile the difference between the amount that was paid and the amount that has been agreed upon for the Next Fiscal Year in the first month following the execution of the written agreement setting forth an appropriation for the Next Fiscal Year.

(d) Notwithstanding anything to the contrary set forth herein, the payment of all amounts due to LYNX hereunder shall be made in compliance with the Florida Prompt Payment Act, codified at Sections 218.70 to 218.80, Florida Statutes.

4. **LYNX Obligations.**

(a) **Service.** LYNX agrees to provide Public Transportation within the Service Area during the Fiscal Year. LYNX shall request written approval from the Funding Partner prior to implementing any of the following changes which may result in a greater than two percent (2%) increase or decrease of Fixed-Route Service hours within the Service Area (as computed on an annual basis), which written approval shall not be unreasonably withheld or delayed:

- (i) Addition of route(s)
- (ii) Elimination of route(s)
- (iii) Combination of routes
- (iv) Changes to service span
- (v) Change to service frequency
- (vi) Changes in days of operation

To the extent that there is any increase or decrease of Fixed-Route Service hours greater than two percent (2%) (which would require approval of the Funding Partner), then, in that case, there will be a corresponding increase or decrease in the Appropriated Amount to be paid to LYNX by the Funding Partner from and after said increase or decrease is put into effect.

(b) **Quarterly Reporting.** For the purposes of operations and management analysis, LYNX agrees to provide the Funding Partner quarterly written performance reports reflecting the LYNX operations of the prior quarter. The quarterly reporting periods shall end on December 31, March 31, June 30 and September 30 and said reports shall be submitted to the Funding Partner's Office of Management and Budget and Growth Management Departments within forty-five (45) days after the end of each quarter. Each quarterly report will include the following items:

- (i) Maps and schedules for each route operating in the Service Area.
- (ii) Official LYNX monthly ridership reports showing a breakdown of actual aggregate ridership by mode (i.e., Fixed-Route Service, Demand Response Service, LYMMO, Access LYNX, Van Plan and special shuttles).
- (iii) An operational service characteristics report for current services provided, which would include (1) revenue hours, (2) revenue miles, and (3) unlinked passenger trips.
- (iv) A comparison of actual revenue and expenditures to budgeted revenues and expenditures with explanations for variances that exceed \$50,000.
- (v) A route performance report, which reports and ranks each route which is located in the County for the Funding Partner, monthly based on the following:
 - (A) Subsidy per Passenger Trip
 - (B) Passengers per trip
 - (C) Passengers per Revenue Hour
 - (D) Passengers per Revenue Mile
 - (E) Percent farebox return (i.e., percent of Operating Expenses recovered through farebox).
- (vi) Current and contemporaneous versions of the LYNX regional model, which is the model used by LYNX to apportion total Operating Expenses, less adjustments, to the Funding Partners based on Fixed-Route Service hours, ADA client trips, and flex-service hours in their service area.
 - (A) A comparison of scheduled versus actual Revenue Miles.

- (B) A comparison of scheduled versus actual Revenue Hours.
 - (C) A schedule of unanticipated extraordinary expenses for the prior quarter.
 - (D) A list of changes to authorized staffing.
 - (E) A schedule of total training and travel expenditures for each LYNX board member and employee for the immediately preceding quarter. This schedule should specify the training event name, attendee name(s), date(s) of travel and/or training, event location, and total expenses of each trip.
- (vii) Any other information the Funding Partner reasonably requests.

(c) **Additional Reporting.** On an annual basis, within thirty (30) days of receipt, LYNX shall provide the Funding Partner with a copy of all external audits, a copy of the Comprehensive Annual Financial Report, which shall include the Report on Internal Controls, Report on Compliance with Laws and Regulations, and a copy of the management letter.

5. **Independent Contractor.** LYNX expressly acknowledges that it is acting as an independent contractor, and nothing in this Agreement is intended or shall be construed to establish an agency, partnership or joint venture relationship between the parties, their employees, agents, subcontractors, or assigns, during or after performance of this Agreement. Each party hereto agrees that it shall be solely responsible for the wrongful acts of its employees, contractors and agents. Nothing contained herein shall constitute a waiver of sovereign immunity or the provisions of Section 768.28, Florida Statutes. The foregoing shall not constitute an agreement by either party to assume any liability for the acts, omissions and/or negligence of the other party.

6. **Amendments.** This Agreement may be amended only through a written document approved by both the Funding Partner's Board of Commissioners and the LYNX Governing Board, and executed by all parties hereto.

7. **Termination of Agreement.**

(a) **For Cause.** If LYNX or the Funding Partner (the "**Breaching Party**") fails to fulfill any material covenant, term or condition of this Agreement, the other party (the "**Non-Breaching Party**") shall give the Breaching Party written notice of such failure or violation. If such failure or violation is not cured within thirty (30) days from the date on which the Breaching Party receives such notice, the Non-Breaching Party may terminate this Agreement, which shall be effective upon thirty (30) days following the Breaching Party's receipt of a written notice from the Non-Breaching Party to that effect or such later date as specified in the notice. In the event the Funding Partner is the Breaching Party, the Funding Partner will nonetheless continue to pay to LYNX for any fixed route service furnished by LYNX up to the actual date that LYNX terminates said fixed route service, taking into account the policies and procedures to be followed by LYNX to terminate bus service generally (but not to exceed one hundred twenty (120) days).

(b) **For Convenience.** Either LYNX or the Funding Partner may terminate this Agreement at any time upon giving notice to that effect. Such termination shall be effective upon one hundred twenty (120) days receipt of written notice of termination from the party desiring to terminate this Agreement or such later date as specified in the notice.

The provisions of this paragraph 7 are further subject to the provisions of paragraph 3(c) above as to the rights of the parties to terminate this Agreement after the end of any fiscal year as provided in said Paragraph 3(c).

8. **Audit.** The Funding Partner (or its lawfully designated designee), shall have the right to audit LYNX's books and records on an annual basis to determine compliance with the terms, conditions and obligations imposed by this Agreement. The Funding Partner shall have full access to all records, documents and information, whether on paper or electronic or other media as is necessary or convenient to perform the audit.

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

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

11. **Compliance with FTA/FDOT Requirements.** The provisions of this Agreement, and the Public Transportation to be provided by LYNX hereunder, is subject at all times to the applicable statutes and rules and regulations of all applicable governmental authorities, including those of the FTA and FDOT. In the event any such statutes or rules or regulations would require a substantial and material change to this Agreement, then the parties will immediately meet to review and make acceptable adjustments to this Contract so as to comply with such statutes and rules and regulations.

12. **Litigation and Venue.** In the event any party deems it necessary to take legal action to enforce any provision of this Agreement, the venue shall be in the Circuit Court of the Ninth Judicial Circuit, in Orange County, Florida or the United States District Court for the Middle District of Florida, Orlando Division.

13. **Remedies.** No remedy herein conferred upon any part is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity

or by statute or otherwise. No single or partial exercise by any party of any rights, power, or remedy hereunder shall preclude any other or further exercise thereof.

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

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

16. **Governing Law.** This Agreement shall be governed by and construed in accordance with the law of the State of Florida. The parties to this Agreement agree to comply with all applicable federal, state, and local laws, ordinances, rules and regulations pertaining to the actions contemplated by this Agreement.

17. **Construction.** Captions and section headings in this Agreement are for convenience and reference only, and shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

18. **Notices.** All notices, consents, approvals, waivers, and deletions which any party shall be required or shall desire to make or give under and in accordance with this Agreement shall be in writing and must be sent by certified United States mail with return receipt required, or by personal delivery with receipt required to the following addresses:

- As to Funding Partner: Orange County
 P.O. Box 1393
 Orlando, Florida 32802-1393
 Attn: Ajit Lalchandani, County Administrator

- With copy to: Orange County Office of Management and Budget
 P.O. Box 1393
 Orlando, Florida 32802-1393
 Attn: Manager, OMB

- With copy to: Orange County Growth Management Department
 P.O. Box 1393
 Orlando, Florida 32802-1393
 Attn: Director, Growth Management Department

- As to LYNX: Central Florida Regional Transportation Authority
 455 North Garland Avenue
 Orlando, Florida 32801-1518
 Attn: John M. Lewis, Jr., Chief Executive Officer

With copy to: Central Florida Regional Transportation Authority
455 North Garland Avenue
Orlando, Florida 32801-1518
Attn: Blanche W. Sherman, Interim Chief Financial Officer

With a copy to: Akerman Senterfitt
420 South Orange Avenue, Suite 1200
Orlando, Florida 32801
Attn: Patrick T. Christiansen, Esq.

19. **Binding Agreement.** This Agreement is binding upon the parties and shall inure to their successors or assigns.

20. **Effective Date.** The effective date of this Agreement shall be the date of its execution by the last party to execute this Agreement. Unless terminated earlier in accordance with Paragraph 7 of this Agreement, this Agreement will terminate on September 30, 2013, except for the provisions of this Agreement which by their terms survive the termination of this Agreement and is effective.

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

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

23. **Entirety of the Agreement.** This Agreement constitutes the entire Agreement between the parties with respect to the specific matters contained herein and shall supersede all previous discussions, understandings, and agreements.

24. **Addendum.** There is attached hereto a certain Addendum consisting of one (1) page. To the extent there is a conflict between the terms of this Agreement and the terms of the Addendum, the terms of the Addendum will govern.

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

[Signatures appear on following page]

SIGNATURE PAGE FOR FUNDING PARTNER

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

FUNDING PARTNER:

**BOARD OF COUNTY COMMISSIONERS
OF ORANGE COUNTY, FLORIDA**

By: _____
Deputy Clerk

By: _____
Teresa Jacobs, County Mayor

Date: _____

SIGNATURE PAGE FOR LYNX

**CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY**

By: _____

John M. Lewis, Jr.,
Chief Executive Officer

This Agreement is approved as to form for
reliance only by LYNX and for no other
person and for no other purpose.

Date: _____

AKERMAN SENTERFITT,
Counsel for LYNX

By: _____

Patrick T. Christiansen, Esq.

Exhibit "A"

DESCRIPTION OF SERVICE AREA

LYNX Route Locations in Orange County Commissioner District 1

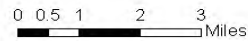
Total Ridership FY 2011 (October 2010 - September 2011)

Access LYNX ADA Customer Locations 2011



10,952,947 Annual Rides on LYNX Routes

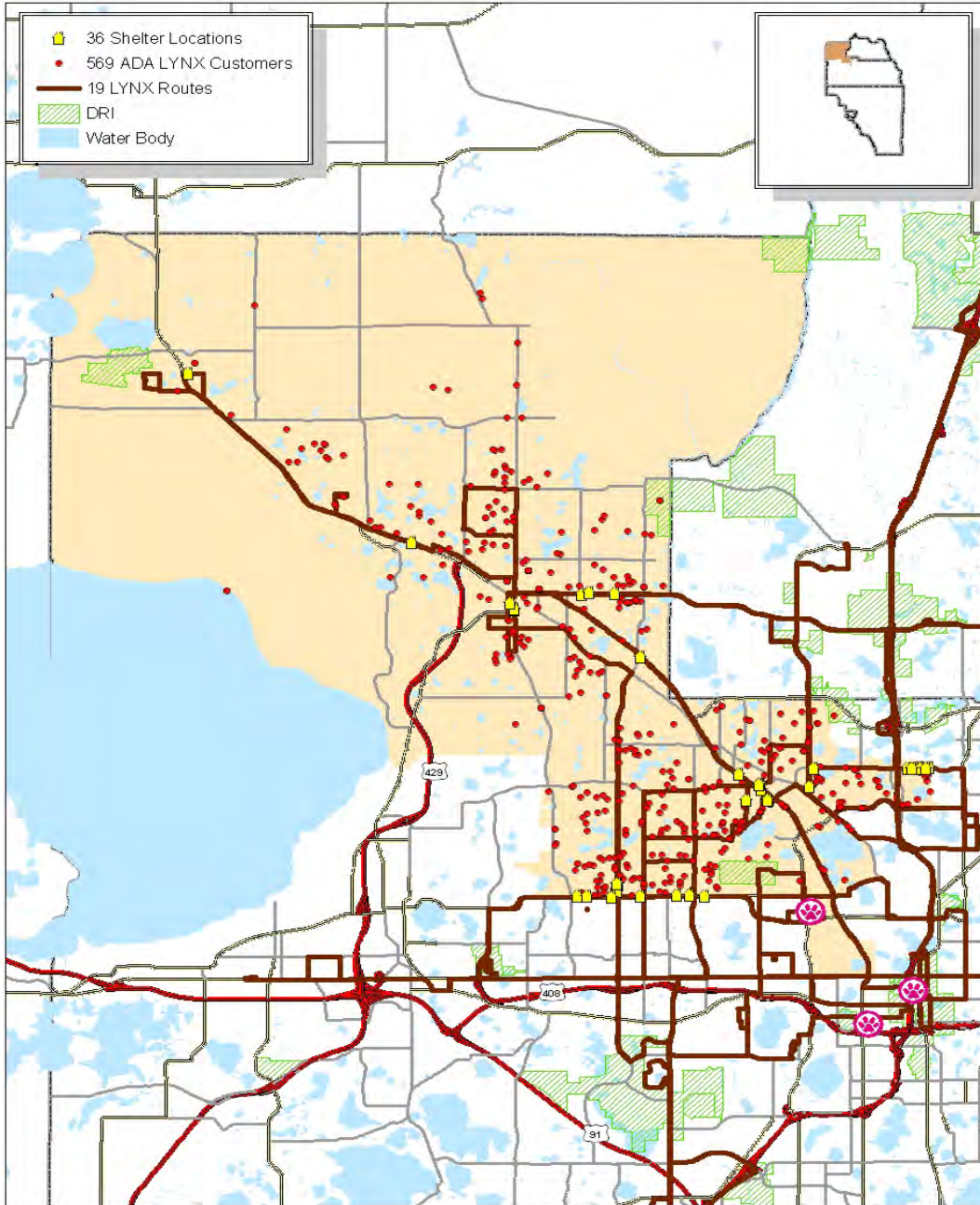
Map created by LYNX GIS
04/24/2012



LYNX Route Locations in Orange County Commissioner District 2

Total Ridership FY 2011 (October 2010 - September 2011)

Access LYNX ADA Customer Locations 2011



8,701,855 Annual Rides on LYNX Routes

Map created by LYNX GIS
04/24/2012

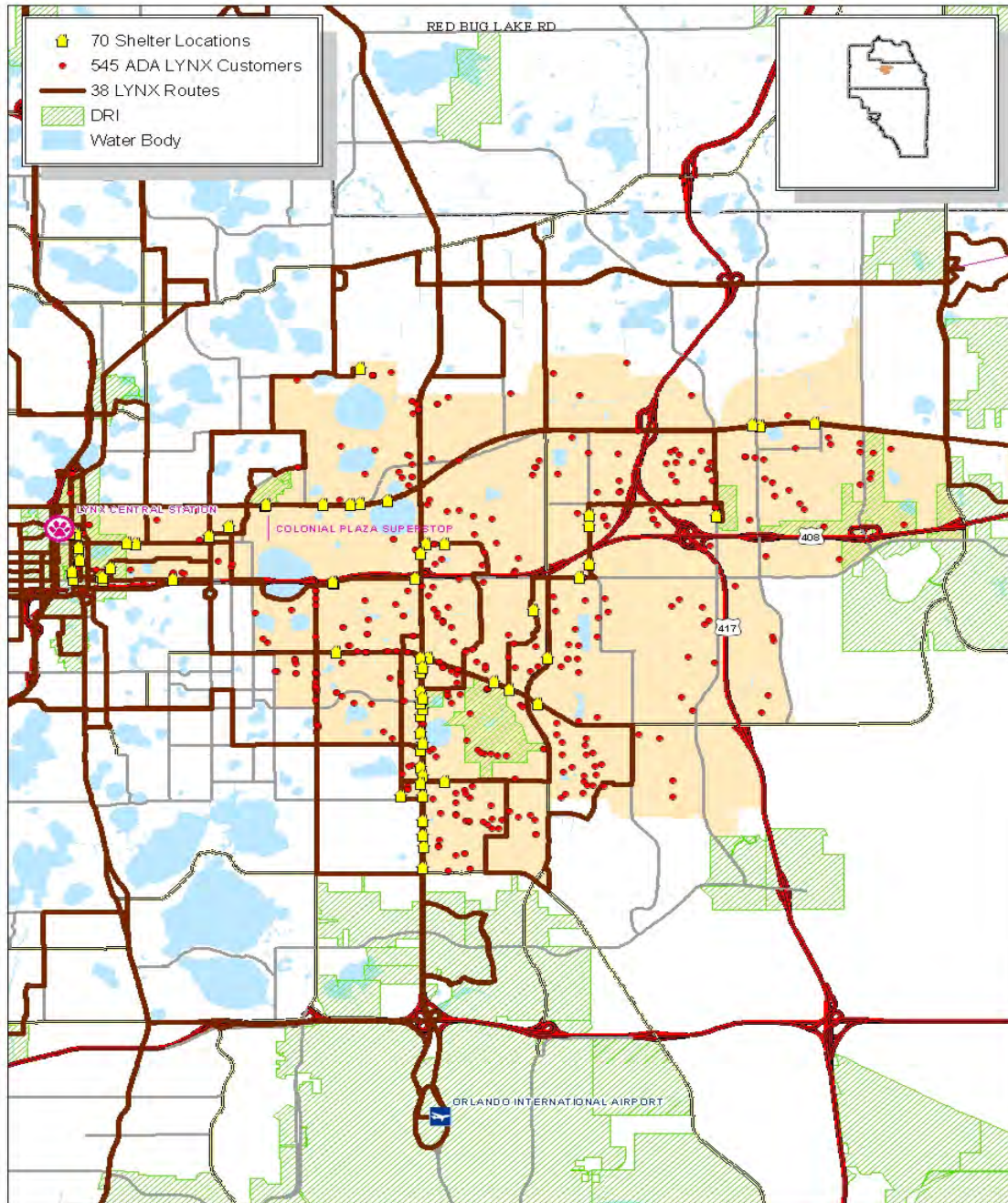
0 0.5 1 2 3 Miles



LYNX Route Locations in Orange County Commissioner District 3

Total Ridership FY 2011 (October 2010 - September 2011)

Access LYNX ADA Customer Locations 2011



19,740,303 Annual Rides on LYNX Routes

Map created by LYNX GIS
04/24/2012

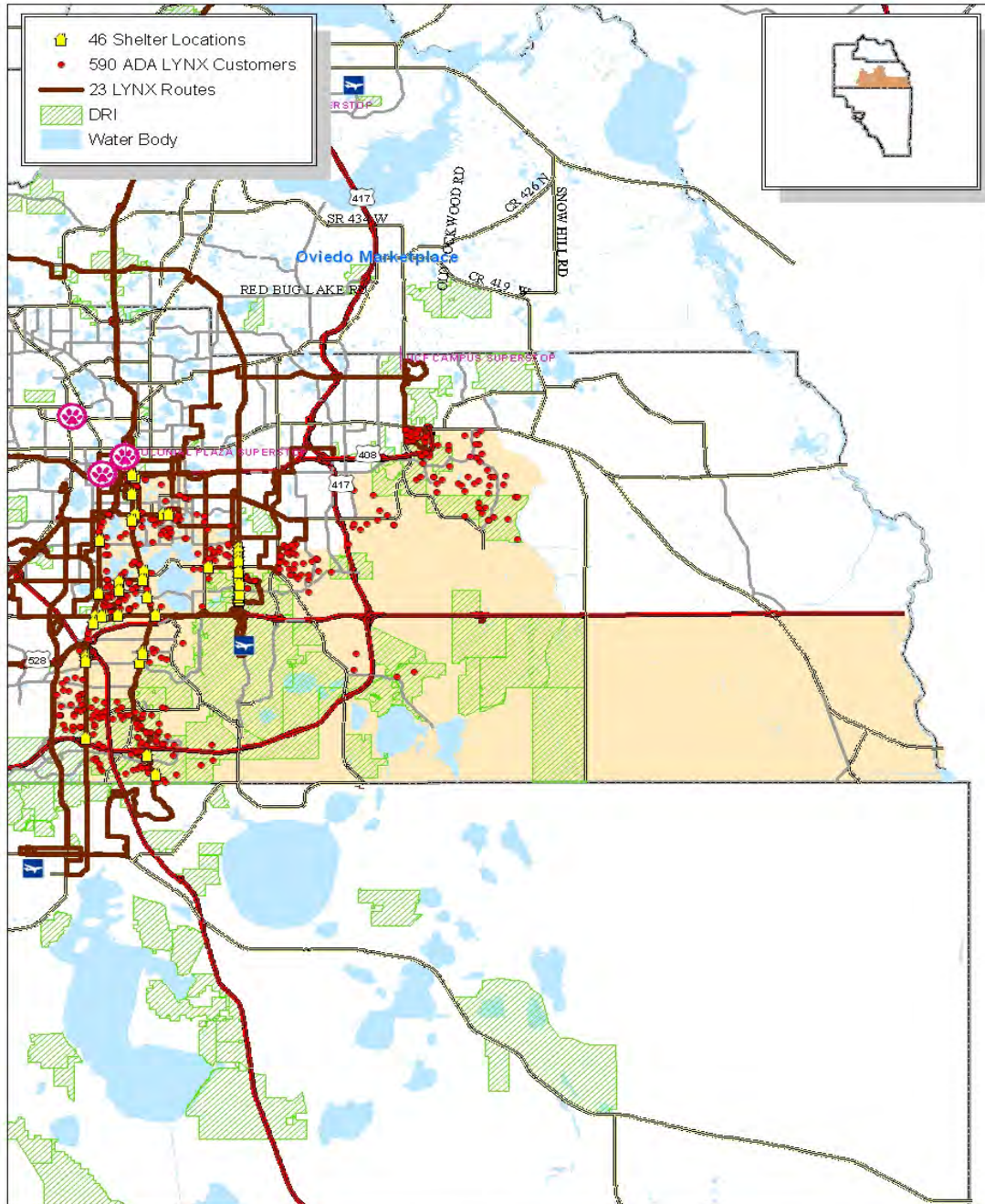
0 0.350.7 1.4 2.1 Miles



LYNX Route Locations in Orange County Commissioner District 4

Total Ridership FY 2011 (October 2010 - September 2011)

Access LYNX ADA Customer Locations 2011



13,173,244 Annual Rides on LYNX Routes

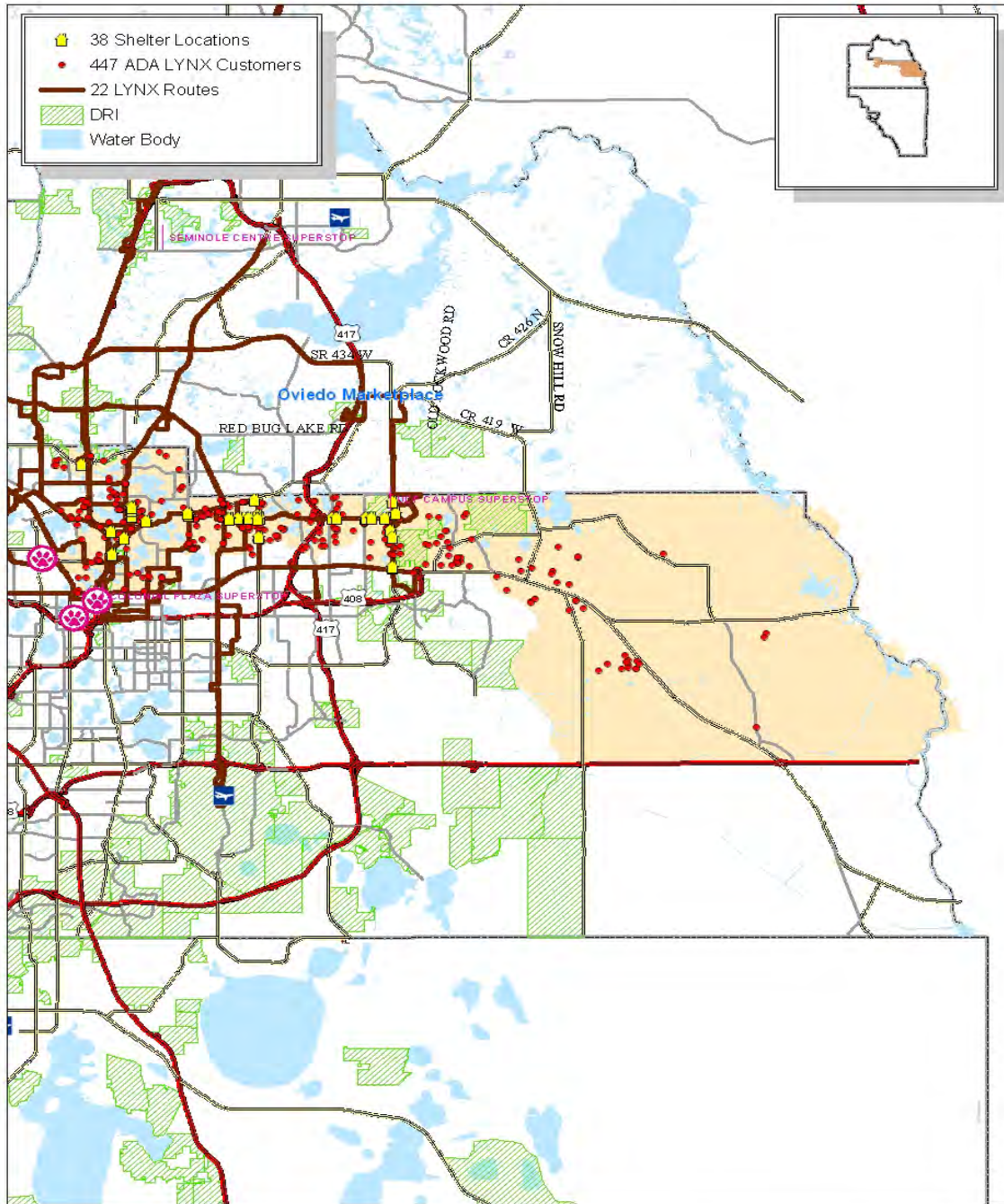
Map created by LYNX GIS
04/24/2012



LYNX Route Locations in Orange County Commissioner District 5

Total Ridership FY 2011 (October 2010 - September 2011)

Access LYNX ADA Customer Locations 2011



9,040,481 Annual Rides on LYNX Routes

Map created by LYNX GIS
04/24/2012

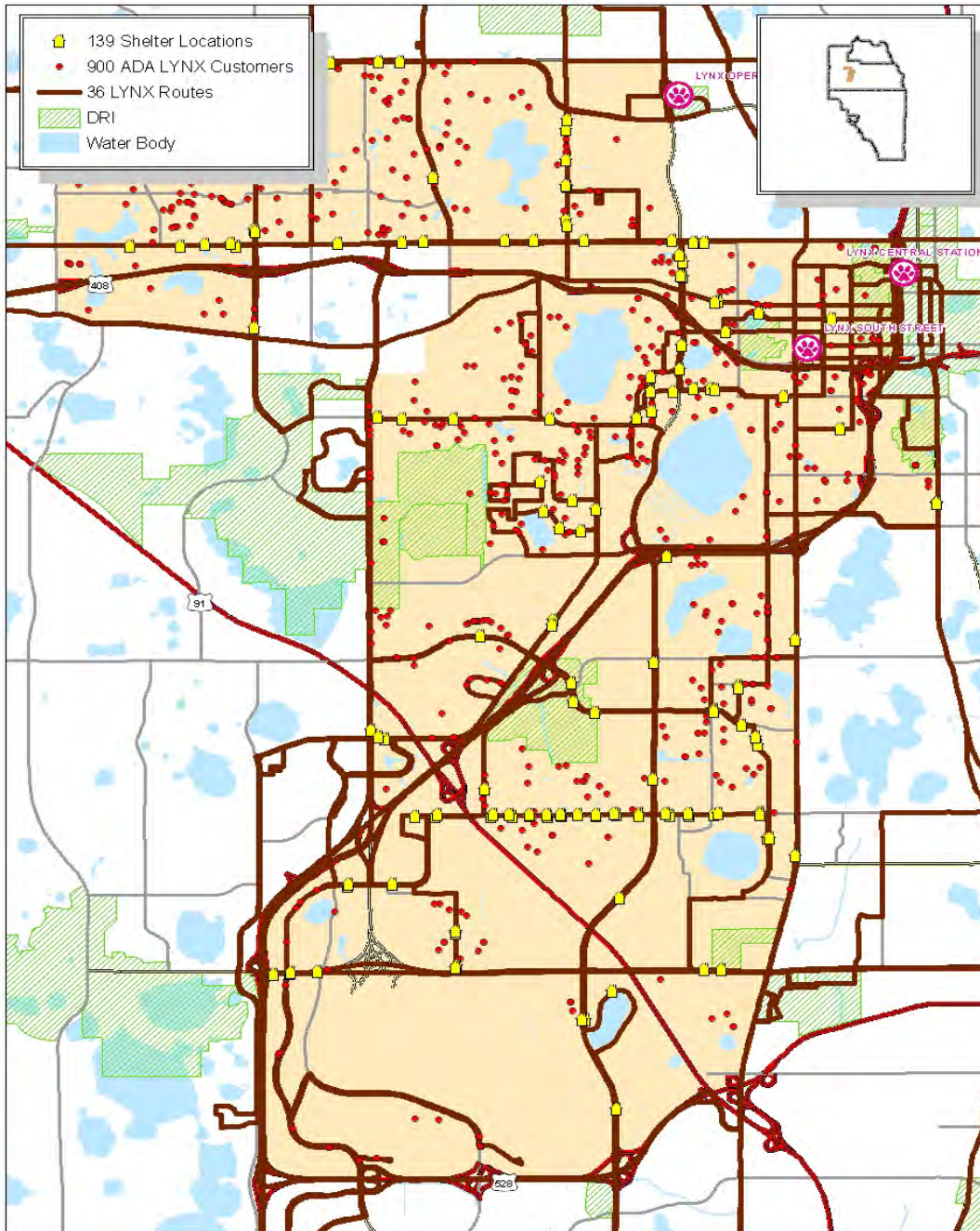
0 1 2 4 6 Miles



LYNX Route Locations in Orange County Commissioner District 6

Total Ridership FY 2011 (October 2010 - September 2011)

Access LYNX ADA Customer Locations 2011



17,909,932 Annual Rides on LYNX Routes

Map created by LYNX GIS
04/24/2012



Exhibit "B"

DESCRIPTION OF APPROPRIATED AMOUNT

October 2012 - September 2013 \$32,893,056

FY2013 Billing Schedule:	
October 2012	\$ 2,741,088
November 2012	\$ 2,741,088
December 2012	\$ 2,741,088
January 2013	\$ 2,741,088
February 2013	\$ 2,741,088
March 2013	\$ 2,741,088
April 2013	\$ 2,741,088
May 2013	\$ 2,741,088
June 2013	\$ 2,741,088
July 2013	\$ 2,741,088
August 2013	\$ 2,741,088
September 2013	\$ 2,741,088
Annual Funding Request from County	\$32,893,056

ADDENDUM TO AGREEMENT

1. The Funding Partner agrees to appropriate up to a maximum of thirty-two million eight hundred ninety-three thousand fifty-six dollars and zero cents (\$32,893,056) to LYNX for fiscal year 2012-2013 for the provision of public transportation services within Orange County in accordance with this Agreement and to be allocated as follows:

(a) The base operating expenditures funding of \$32,893,056 shall be for fixed route bus service, Access LYNX, and other agreed upon services, including, but not limited to:

- (i) Fixed Route Service.
- (ii) Demand Response Service (NeighborLink).
- (iii) Paratransit Service (Access LYNX).

2. Service Area means generally unincorporated Orange County, but may include, on a case-by-case basis, municipalities within Orange County, other than the City of Orlando.

3. With respect to the foregoing Agreement, the following provisions are modified:

(a) In regard to Paragraph 3(a)(ii), for each monthly installment, LYNX will invoice the Funding Partner on a monthly basis and said amount shall be paid within thirty (30) days after the receipt by the Funding Partner of said invoice. However, in regard to any monthly installments that remain unpaid prior to the execution of this Agreement, those unpaid monthly installments (for which LYNX will furnish the Funding Partner invoices) will be paid within thirty (30) days after the execution date of the Agreement.

(b) Clause (iv) in Paragraph 3(b) is hereby deleted and not applicable.

(c) In regard to Clause (v) of Paragraph 3(b):

(i) The phrase "...Appropriated Amount under clause (iv)" is hereby deleted and not applicable.

(ii) The term of "one hundred twenty (120) days" in clause (ii) is hereby amended to read "ninety (90) days".

(iii) In regard to the payment to be made of the Post Termination Payment, said payments will be made based upon invoicing by LYNX and said Post-Termination Payment will be made by the Funding Partner within thirty (30) days after its receipt of the invoice from LYNX.

4. As a result of LYNX's review and adjustment of certain routes and service, an amount to be determined by staff remains unallocated. This unallocated portion of the Appropriated Amount may only be allocated with the written approval of the County

Administrator or his or her designee. Otherwise, the unallocated portion of the Appropriated Amount (or any portion thereof) shall be used to offset the County's funding contribution for the fiscal year beginning October 1, 2013.

SERVICE FUNDING AGREEMENT

**by and between
SEMINOLE COUNTY, FLORIDA
and
LYNX**

THIS SERVICE FUNDING AGREEMENT dated this ____ day of _____, 2012 (“**Agreement**”) is made by and between **SEMINOLE COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida, whose principal address is 1101 East First Street, Sanford Florida 32771 (hereinafter the “**Funding Partner**” or “**County**”), and the **CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY**, a body politic and corporate created pursuant to Part II, Chapter 343, Florida Statutes, whose principal address is 455 North Garland Avenue, Orlando, Florida 32801 (hereinafter “**LYNX**”).

WITNESSETH

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

WHEREAS, the Funding Partner recognizes the need to provide Public Transportation (as hereinafter defined) in an efficient manner and acknowledges the benefits of increased ridership on the regional transportation system; and

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

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

WHEREAS, the Funding Partner recognizes the need to maintain and improve transit services; and

WHEREAS, pursuant to Section 343.64, Florida Statutes, LYNX has the authority to own, operate, maintain, and manage a Public Transportation system in the area of Orange, Seminole and Osceola Counties; and

WHEREAS, LYNX currently provides mass transit services within the geographical limits of the Funding Partner; and

WHEREAS, pursuant to Section 343.64, Florida Statutes, LYNX has the right to contract with other governmental entities, including the Funding Partner, and has the right to accept funds from such other governmental entities; and

WHEREAS, the Funding Partner and LYNX entered into an Interlocal Agreement for Public Transit Services dated as November 8, 2011 (the “**Prior Fiscal Year Funding Agreement**”) pursuant to which the Funding Partner agreed to appropriate funds to LYNX for

fiscal year from October 1, 2011 to September 30, 2012 to support LYNX Public Transportation services within the Service Area (as hereinafter defined); and

WHEREAS, the term of the Prior Fiscal Year Funding Agreement ended on September 30, 2012; and

WHEREAS, the Funding Partner has budgeted funds for the fiscal year beginning on October 1, 2012 and ending on September 30, 2013 (“**Fiscal Year**”) to support LYNX’s Public Transportation services for such fiscal year; and

WHEREAS, at present, LYNX and the Funding Partner acknowledge that the funds provided by the Funding Partner to LYNX are used as the Funding Partner’s support of the regional Public Transportation System only within the Service Area (as hereinafter defined).

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

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

2. **Definitions**. The following capitalized terms shall have the following meanings:

“**Access LYNX**” means LYNX’s van transit service for medically-qualified, physically challenged transit customers.

“**ADA**” means the Americans with Disabilities Act of 1990.

“**Agreement**” means this Service Funding Agreement and its Exhibits.

“**Appropriated Amount**” means the amount to be paid to LYNX by the Funding Partner for the Current Fiscal Year in consideration of the Public Transportation to be provided by LYNX hereunder, as set forth in paragraph 3 hereof.

“**Deadhead Hours**” means the vehicle hours of operation incurred in non-Revenue Service in support of Revenue Service (i.e., hours from the garage to the beginning of a route).

“**Deadhead Miles**” means the vehicle miles incurred in non-Revenue Service in support of Revenue Service (i.e., miles from the garage to the beginning of a route).

“**Fiscal Year**” or “**Current Fiscal Year**” means the twelve (12) month period commencing October 1, 2012 and ending the following September 30, 2013.

“**Fixed-Route Service**” means service provided on a repetitive, fixed-schedule basis along a specific route with vehicles stopping to pick up and deliver passengers to specific locations. Unlike demand response service, Fixed-Route Service services the same origins and destinations. Fixed-Route Service includes route deviation service, where revenue vehicles deviate from fixed-routes on a discretionary basis.

“**FDOT**” means the Florida Department of Transportation.

“**FTA**” means the Federal Transit Association.

“**New Appropriated Amount**” means the amount that is approved or appropriated by the Funding Partner for the Next Fiscal Year in consideration of the Public Transportation to be provided by LYNX hereunder for the Next Fiscal Year, as set forth in paragraph 3 below.

“**Next Fiscal Year**” means the twelve (12) month period immediately following the Current Fiscal Year, and is the period commencing October 1, 2013 and ending the following September 30, 2014.

“**Operating Expenses**” mean the expenses associated with the operations of LYNX, and which are classified by function or activity.

“**Passenger Fares**” means the revenue earned from carrying passengers in regularly scheduled service. Passenger Fares include the base fare, distance premiums, express service premiums, transfers and quantity purchased discount fares (i.e., daily, seven-day, thirty-day, student, senior, etc. tickets and passes).

“**Passenger Trips**” means the number of fare-paying individuals who ride LYNX’s buses in any given period with each individual being counted once per boarding.

“**Public Transportation**” means transportation by a conveyance (e.g., by bus or van) that provides regular and continuing general or special transportation to the public, but does not include light rail. “Special transportation” includes transportation services being provided to the public pursuant to the ADA.

“**Revenue Hours**” means the hours a vehicle travels while in Revenue Service, which excludes Deadhead Hours.

“**Revenue Miles**” means the miles a vehicle travels while in Revenue Service, which excludes Deadhead Miles.

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

“**Service Area**” means generally the geographic area or the Fixed-Route Service, as the case may be, described and set forth in **Exhibit "A"** attached hereto.

3. **Funding Partner Obligations.**

(a) **Current Fiscal Year.**

(i) The Funding Partner agrees to appropriate the amount specified on **Exhibit “B”** attached hereto (the “**Appropriated Amount**”) to LYNX for the Fiscal Year for the provision of Public Transportation within the Service Area.

(ii) The Appropriated Amount shall be paid by the Funding Partner to LYNX in twelve (12) equal monthly installments, with each installment being due on the first day of each month. The first installment payment shall be due upon the later of (x) October 1, 2012 or (y) thirty (30) days after the execution date of this Agreement; and any other installment payments which would be due prior to the execution date of this Agreement shall also be paid within thirty (30) days after the execution date of this Agreement.

(b) **Next Fiscal Year.**

(i) If, prior to the termination date of this Agreement (as set forth in Section 20 below), the Funding Partner and LYNX have not reached a written agreement setting forth an appropriation to LYNX for the next Fiscal Year, then, notwithstanding the expiration of this Agreement at the end of the applicable Fiscal Year and in order to continue the Public Transportation after said expiration, the Funding Partner shall continue to pay LYNX for the Next Fiscal Year the amount set forth below.

(ii) The amount to be paid under clause (i) shall be the New Appropriated Amount provided that the Boards of both the Funding Partner and LYNX have so approved that amount. This Amount shall be paid as set forth in clause (v) below.

(iii) In the event the New Appropriated Amount actually approved by the Board of the Funding Partner at its budget adoption is less than what had been scheduled by the Funding Partner prior to said adoption hearing, then, in that event, LYNX may immediately or as soon as practicable for the Next Fiscal Year reduce the scope of service to be provided hereunder so as to be in line with the New Appropriated Amount.

(iv) In the event the Funding Partner has not by the end of the Current Fiscal Year, adopted a New Appropriated Amount, then the amount to be paid will be equal to the Appropriated Amount for the Current Fiscal Year. This Amount will be paid as set forth in clause (v) below. At such time thereafter as the Funding Partner has adopted a New Appropriated Amount, then, in that event, the parties will adjust and reconcile between themselves any adjustment to the payments that would have been made to LYNX by the Funding Partner for the Current Fiscal Year and the service to be provided hereunder will be adjusted to be in line with the New Appropriated Amount.

(v) The amount to be paid under this subparagraph (b) shall be paid in equal monthly installments (the "**Post-Termination Payment**") due on the first day of each month until the earliest to occur of the following: (i) LYNX and the Funding Partner reach a written agreement setting forth a different appropriation for the Next Fiscal Year; (ii) one hundred twenty (120) days following that date that the Funding Partner, through action taken by its governing board, notifies LYNX in writing that it wishes to terminate this Agreement and no longer receive from LYNX the Public Transportation services provided herein; or (iii) the date that LYNX actually discontinues the Public Transportation services to the Funding Partner. If LYNX and the Funding Partner fail to

reach and execute an agreement setting forth an appropriation for the next Fiscal Year by December 31, 2013, then LYNX may, within its discretion, reduce, eliminate or discontinue the provision of Public Transportation services to the Funding Partner immediately upon providing the Funding Partner with written notice of same.

(c) If, as a result of Section 3(b), the Funding Partner makes any payments to LYNX for the next Fiscal Year, then, in that event, the parties will reconcile the difference between the amount that was paid and the amount that has been agreed to be appropriated for the next Fiscal Year in the first month following the execution of the written agreement setting forth an appropriation for the next Fiscal Year.

(d) Notwithstanding anything to the contrary set forth herein, the payment of all amounts due to LYNX hereunder shall be made in compliance with the Florida Prompt Payment Act, codified at Sections 218.70 to 218.80, Florida Statutes.

4. **LYNX Obligations.**

(a) **Service.** LYNX agrees to provide Public Transportation within the Service Area during the Fiscal Year. LYNX shall request written approval from the Funding Partner prior to implementing any of the following changes which may result in a greater than two percent (2%) increase or decrease of Fixed-Route Service hours within the Service Area (as computed on an annual basis), which written approval shall not be unreasonably withheld or delayed:

- (i) Addition of route(s)
- (ii) Elimination of route(s)
- (iii) Combination of routes
- (iv) Changes to service span
- (v) Change to service frequency
- (vi) Changes in days of operation

To the extent that there is any increase or decrease of Fixed-Route Service hours greater than two percent (2%) (which would require approval of the Funding Partner), then, in that case, there will be a corresponding increase or decrease in the Appropriated Amount to be paid to LYNX by the Funding Partner from and after said increase or decrease is put into effect.

(b) **Quarterly Reporting.** For the purposes of operations and management analysis, LYNX agrees to provide the Funding Partner quarterly written performance reports reflecting the LYNX operations of the prior quarter. The quarterly reporting periods shall end on December 31, March 31, June 30 and September 30 and said reports shall be submitted to the Funding Partner's Office of Management and Budget and Growth Management Departments within forty-five (45) days after the end of each quarter. Each quarterly report will include the following items:

- (i) Maps and schedules for each route operating in the Service Area.
- (ii) Official LYNX monthly ridership reports showing a breakdown of actual aggregate ridership by mode (i.e., Fixed-Route Service, LYMMO, Access LYNX, Van Plan and special shuttles).
- (iii) An operational service characteristics report for current services provided, which would include (1) revenue hours, (2) revenue miles, and (3) unlinked passenger trips.
- (iv) A comparison of actual revenue and expenditures to budgeted revenues and expenditures with explanations for variances that exceed \$50,000.
- (v) A route performance report, which reports and ranks each route which is located in the County for the Funding Partner, monthly based on the following:
 - (A) Subsidy per Passenger Trip
 - (B) Passengers per trip
 - (C) Passengers per Revenue Hour
 - (D) Passengers per Revenue Mile
 - (E) Percent farebox return (i.e., percent of Operating Expenses recovered through farebox).
- (vi) Current and contemporaneous versions of the LYNX regional model, which is the model used by LYNX to apportion total Operating Expenses, less adjustments, to the Funding Partners based on Fixed-Route Service hours, ADA client trips, and flex-service hours in their service area.
 - (A) A comparison of scheduled versus actual Revenue Miles.
 - (B) A comparison of scheduled versus actual Revenue Hours.
 - (C) A schedule of unanticipated extraordinary expenses for the prior quarter.
 - (D) A list of changes to authorized staffing.
 - (E) A schedule of total training and travel expenditures for each LYNX board member and employee for the immediately preceding quarter. This schedule should specify the training event name, attendee name(s), date(s) of travel and/or training, event location, and total expenses of each trip.
- (vii) Any other information the Funding Partner reasonably requests.

(c) **Additional Reporting.** On an annual basis, within thirty (30) days of receipt, LYNX shall provide the Funding Partner with a copy of all external audits, a copy of the Comprehensive Annual Financial Report, which shall include the Report on Internal Controls, Report on Compliance with Laws and Regulations, and a copy of the management letter.

5. **Independent Contractor.** LYNX expressly acknowledges that it is acting as an independent contractor, and nothing in this Agreement is intended or shall be construed to establish an agency, partnership or joint venture relationship between the parties, their employees, agents, subcontractors, or assigns, during or after performance of this Agreement. Each party hereto agrees that it shall be solely responsible for the wrongful acts of its employees, contractors and agents. Nothing contained herein shall constitute a waiver of sovereign immunity or the provisions of Section 768.28, Florida Statutes. The foregoing shall not constitute an agreement by either party to assume any liability for the acts, omissions and/or negligence of the other party.

6. **Amendments.** This Agreement may be amended only through a written document approved by both the Funding Partner's Board of Commissioners and the LYNX Governing Board, and executed by all parties hereto.

7. **Termination of Agreement.**

(a) **For Cause.** If LYNX or the Funding Partner (the "**Breaching Party**") fails to fulfill any material covenant, term or condition of this Agreement, the other party (the "**Non-Breaching Party**") shall give the Breaching Party written notice of such failure or violation. If such failure or violation is not cured within thirty (30) days from the date on which the Breaching Party receives such notice, the Non-Breaching Party may terminate this Agreement, which shall be effective upon thirty (30) days following the Breaching Party's receipt of a written notice from the Non-Breaching Party to that effect or such later date as specified in the notice. In the event the Funding Partner is the Breaching Party, the Funding Partner will nonetheless continue to pay to LYNX for any fixed route service furnished by LYNX up to the actual date that LYNX terminates said fixed route service, taking into account the policies and procedures to be followed by LYNX to terminate bus service generally.

(b) **For Convenience.** Either LYNX or the Funding Partner may terminate this Agreement at any time upon giving notice to that effect. Such termination shall be effective upon one hundred twenty (120) days receipt of written notice of termination from the party desiring to terminate this Agreement or such later date as specified in the notice.

The provisions of this section are further subject to the provisions of Section 3(c) above as to the rights of the parties to terminate this Agreement after the end of any fiscal year as provided in said Section 3(c).

8. **Audit.** The Funding Partner (or its lawfully designated designee), shall have the right to audit LYNX's books and records on an annual basis to determine compliance with the terms, conditions and obligations imposed by this Agreement. The Funding Partner shall have full access to all records, documents and information, whether on paper or electronic or other media as is necessary or convenient to perform the audit.

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

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

11. **Compliance with FTA/FDOT Requirements.** The provisions of this Agreement, and the Public Transportation to be provided by LYNX hereunder, is subject at all times to the applicable statutes and rules and regulations of all applicable governmental authorities, including those of the FTA and FDOT. In the event any such statutes or rules or regulations would require a substantial and material change to this Agreement, then the parties will immediately meet to review and make acceptable adjustments to this Agreement so as to comply with such statutes and rules and regulations.

12. **Litigation and Venue.** In the event any party deems it necessary to take legal action to enforce any provision of this Agreement, the venue shall be in the Circuit Court of the Ninth Judicial Circuit, in Orange County, Florida or the United States District Court for the Middle District of Florida, Orlando Division.

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

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

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

16. **Governing Law.** This Agreement shall be governed by and construed in accordance with the law of the State of Florida. The parties to this Agreement agree to comply

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

17. **Construction.** Captions and section headings in this Agreement are for convenience and reference only, and shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

18. **Notices.** All notices, consents, approvals, waivers, and deletions which any party shall be required or shall desire to make or give under and in accordance with this Agreement shall be in writing and must be sent by certified United States mail with return receipt required, or by personal delivery with receipt required to the following addresses:

As to Funding Partner: Seminole County
1101 East First Street
Sanford, Florida 32771
Attn: Jim Hartmann, County Manager

With copy to: Seminole County Services Building
1101 East First Street
Sanford, Florida 32771
Attn: Growth Management Director

With copy to: Seminole County Services Building
1101 East First Street
Sanford, Florida 32771
Attn: Fiscal Services Director

As to LYNX: Central Florida Regional Transportation Authority
455 North Garland Avenue
Orlando, Florida 32801-1518
Attn: John M. Lewis, Jr., Chief Executive Officer

With copy to: Central Florida Regional Transportation Authority
455 North Garland Avenue
Orlando, Florida 32801-1518
Attn: Blanche W. Sherman, Interim Chief Financial Officer

With a copy to: Akerman Senterfitt
420 South Orange Avenue, Suite 1200
Orlando, Florida 32801
Attn: Patrick T. Christiansen, Esq.

19. **Binding Agreement.** This Agreement is binding upon the parties and shall inure to their successors or assigns.

20. **Effective Date.** The effective date of this Agreement shall be the date of its execution by the last party to execute this Agreement. Unless terminated earlier in accordance

with Section 7 of this Agreement, this Agreement will terminate on September 30, 2013, except for the provisions of this Agreement which by their terms survive the termination of this Agreement and is effective.

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

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

23. **Entirety of the Agreement.** This Agreement constitutes the entire Agreement between the parties with respect to the specific matters contained herein and shall supersede all previous discussions, understandings, and agreements.

24. **Addendum.** There is attached hereto a certain Addendum consisting of one (1) page. To the extent there is a conflict between the terms of this Agreement and the terms of the Addendum, the terms of the Addendum will govern.

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

[Signatures appear on following page]

SIGNATURE PAGE FOR FUNDING PARTNER

ATTEST:

By: _____

Clerk to the Board of County
Commissioners of Seminole
County, Florida

For the use and reliance of Seminole
County only. Approved as to form and
legal sufficiency.

County Attorney

FUNDING PARTNER:

BOARD OF COUNTY COMMISSIONERS
OF SEMINOLE COUNTY, FLORIDA

By: _____

Brenda Carey

Date: _____

As authorized for execution by the Board of
County Commissioners at their _____,
2012 regular meeting.

SIGNATURE PAGE FOR LYNX

CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY

This Agreement is approved as to form for
reliance only by LYNX and for no other
person and for no other purpose.

By: _____

John M. Lewis, Jr.
Chief Executive Officer

Date: _____

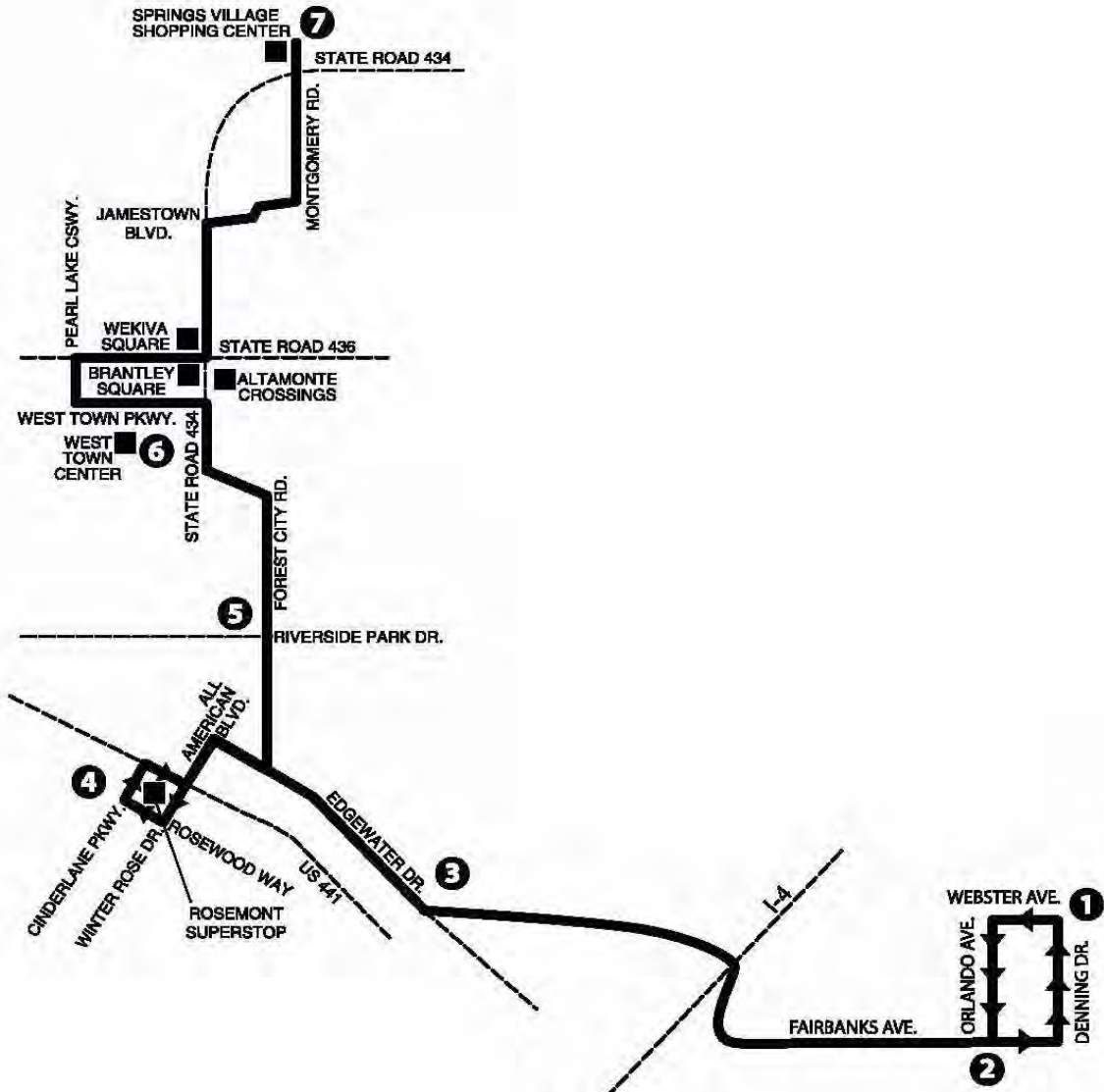
AKERMAN SENTERFITT,
Counsel for LYNX

By: _____

Patrick T. Christiansen, Esq.

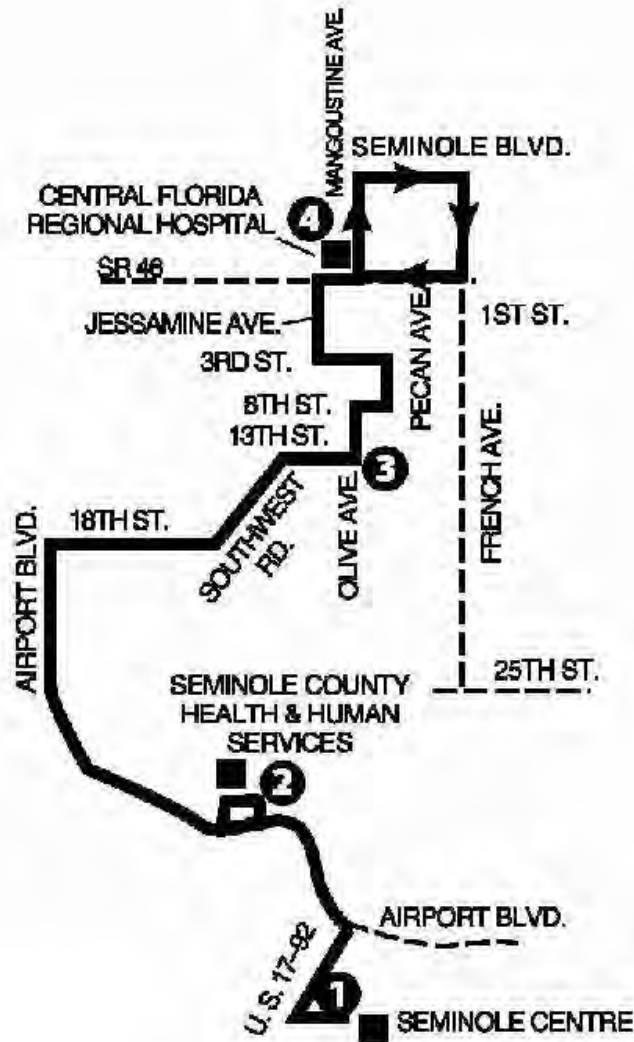
LINK 23 Winter Park/Springs Village

Serving: Winter Park Tech, Rosemont Superstop, West Town Center, and Springs Village Shopping Center



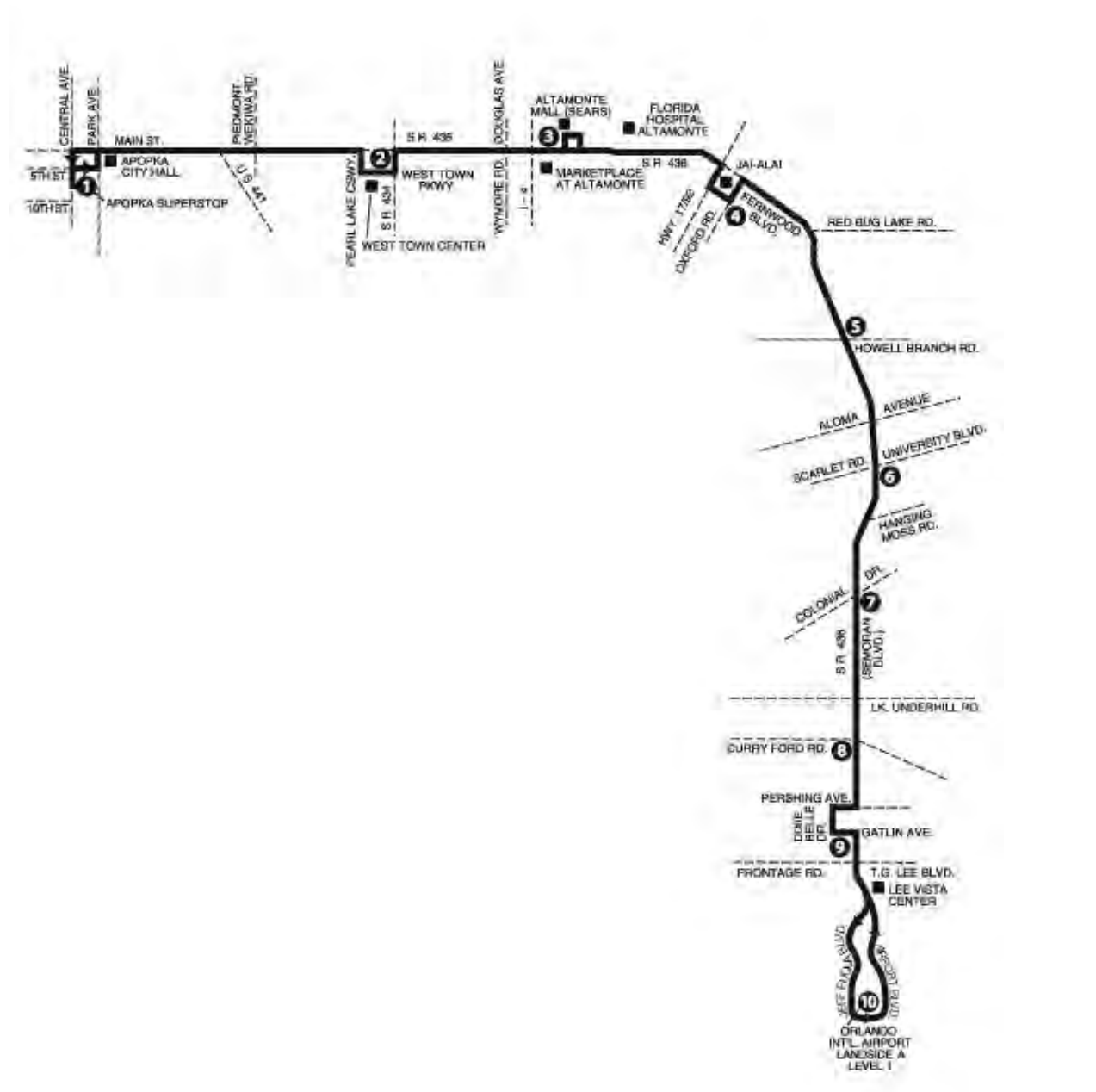
LINK 34 Sanford/Goldsboro

Serving: Seminole Centre, Seminole County Health & Human Services, 13th Street & Olive Ave. and Central Florida Regional Hospital



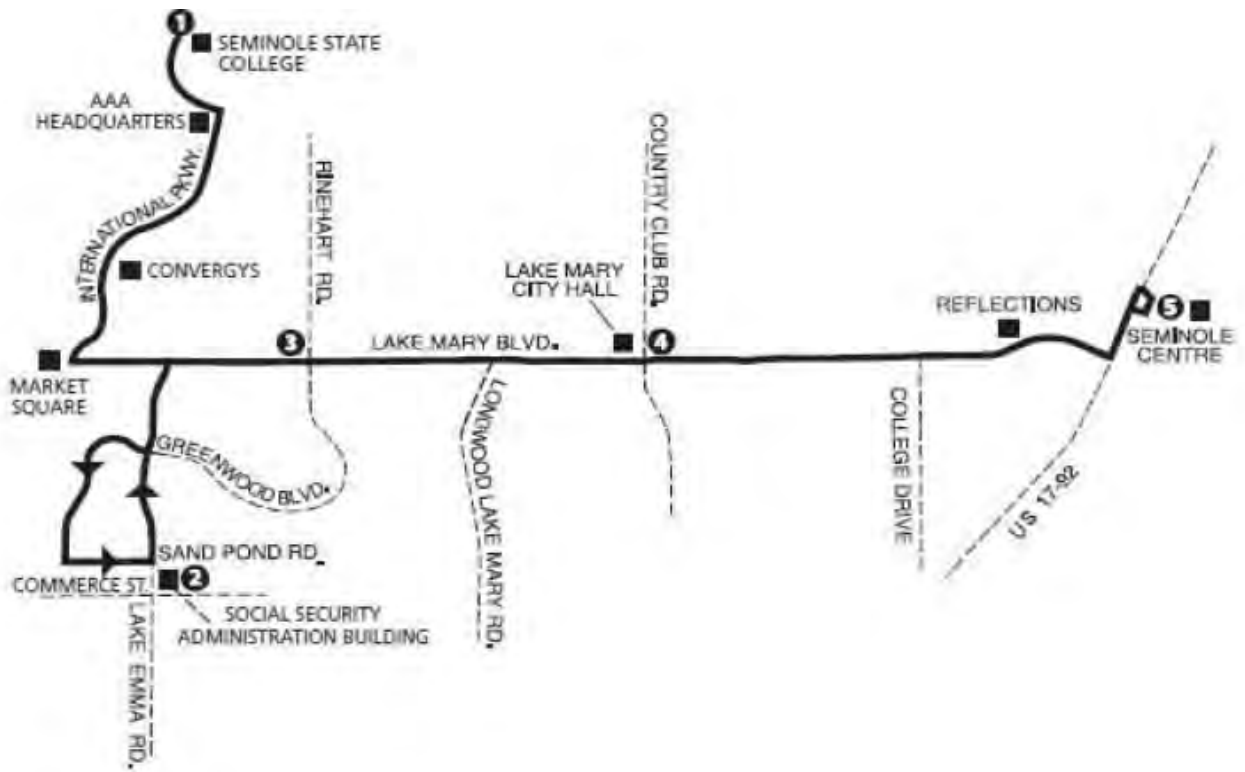
LINK 41 SR 436 Crosstown

Serving: Apopka, Apopka Superstop, West Town Center, Altamonte Mall, Florida Hospital-Altamonte, Fern Park, Casselberry, Azalea Park, and Orlando International Airport



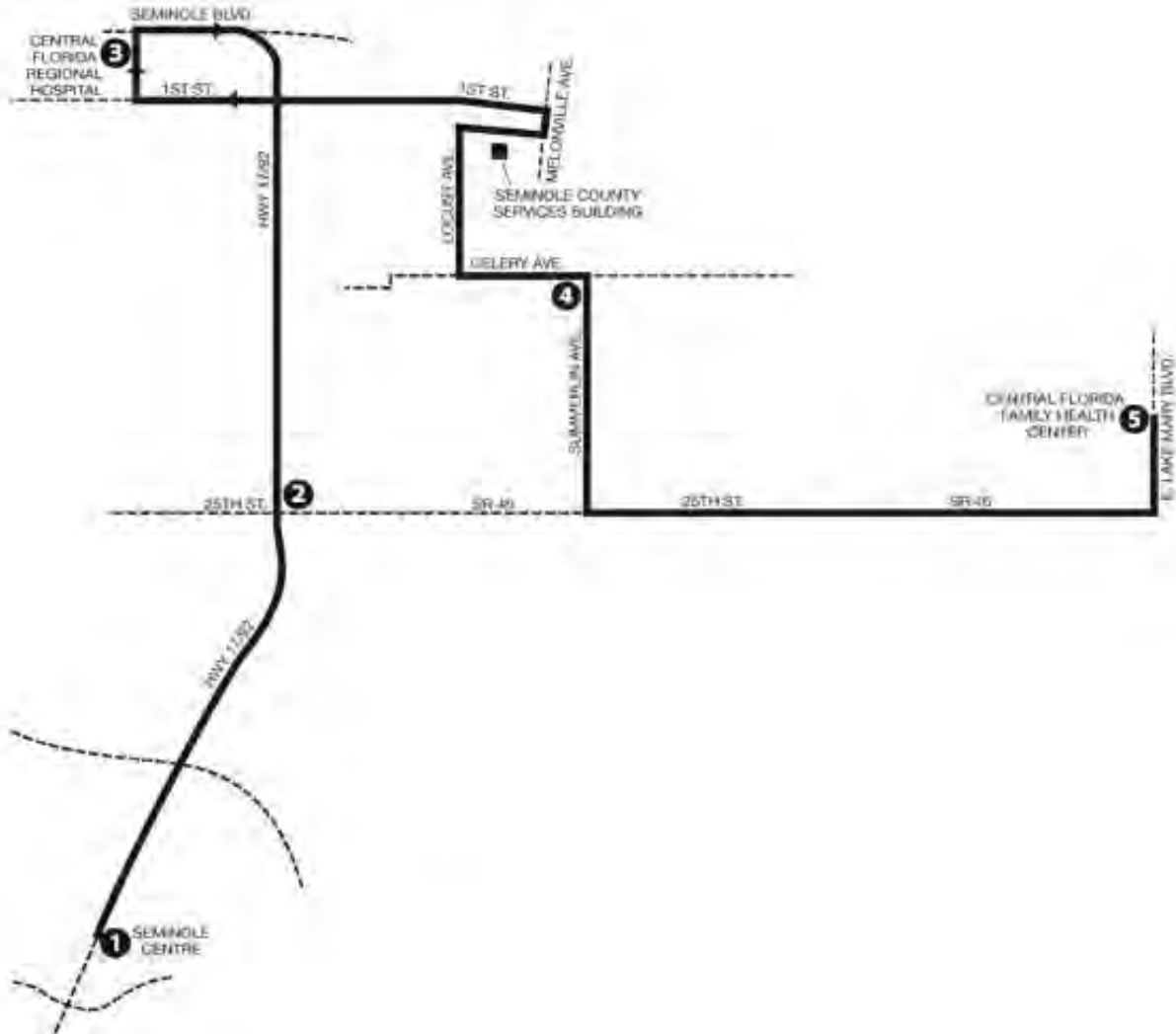
LINK 45 Lake Mary

Serving: North Point Commerce Park, Lake Emma Rd, Lake Mary Blvd, Lake Mary City Hall, Reflections, Seminole Centre, Seminole State College, AAA Headquarters and Convergys



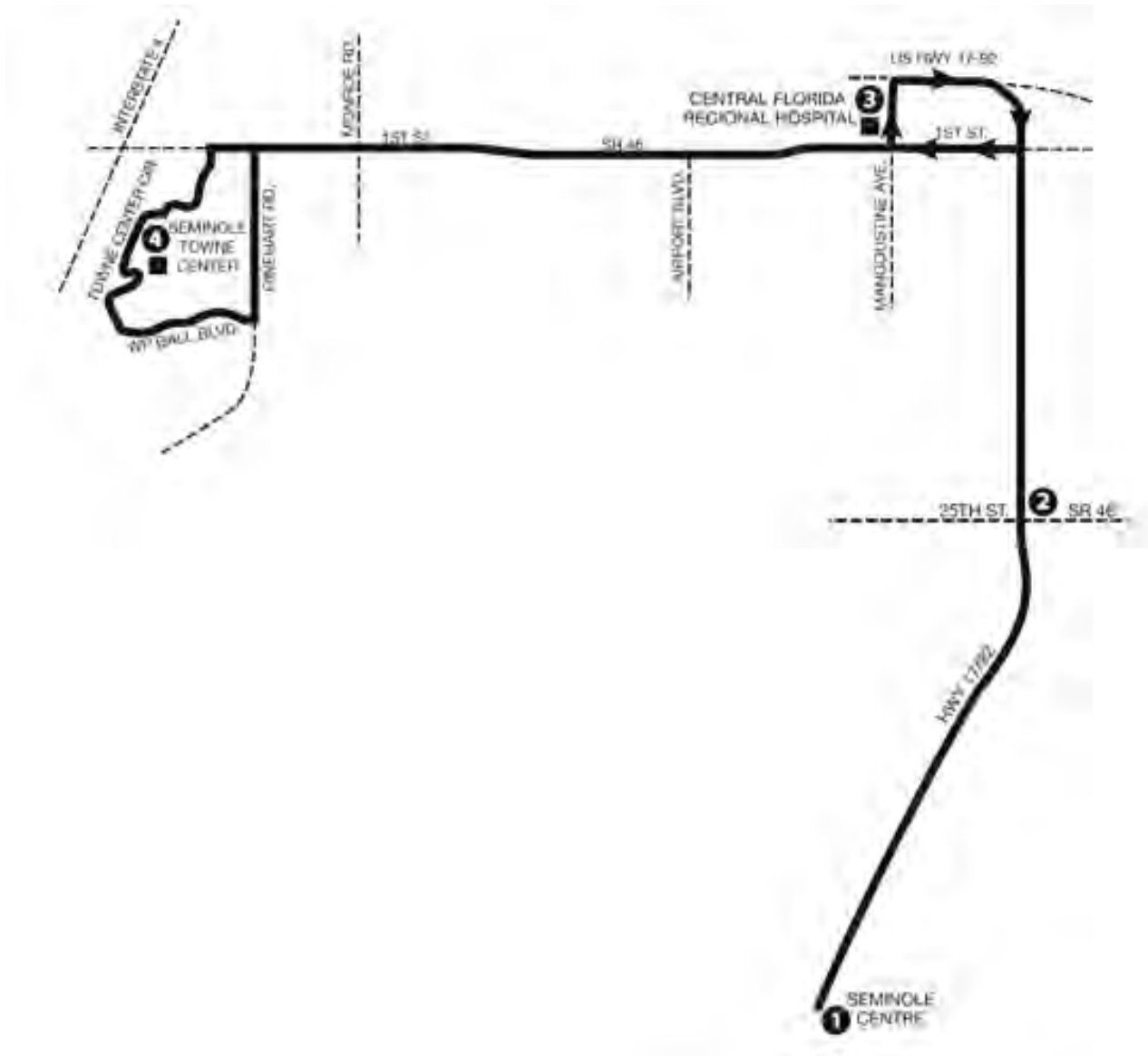
LINK 46 East Seminole Centre/Downtown Sanford

Serving: Downtown Sanford, Central Florida Regional Hospital, Seminole County Services Building, Central Florida Family Health Center, and Seminole Centre



LINK 46 West w. SR 46 / Seminole Towne Center

Serving: Seminole Towne Centre, Walmart Rinehart Rd., Super Target Rinehart Rd., Central Florida Regional Hospital, Downtown Sanford, and Seminole Centre



LINK 102 Orange Ave/ South 17/92

Serving: LYNX Central Station, Florida Hospital, Valencia Community College – Winter Park, Winter Park Tech, and Fernwood Blvd



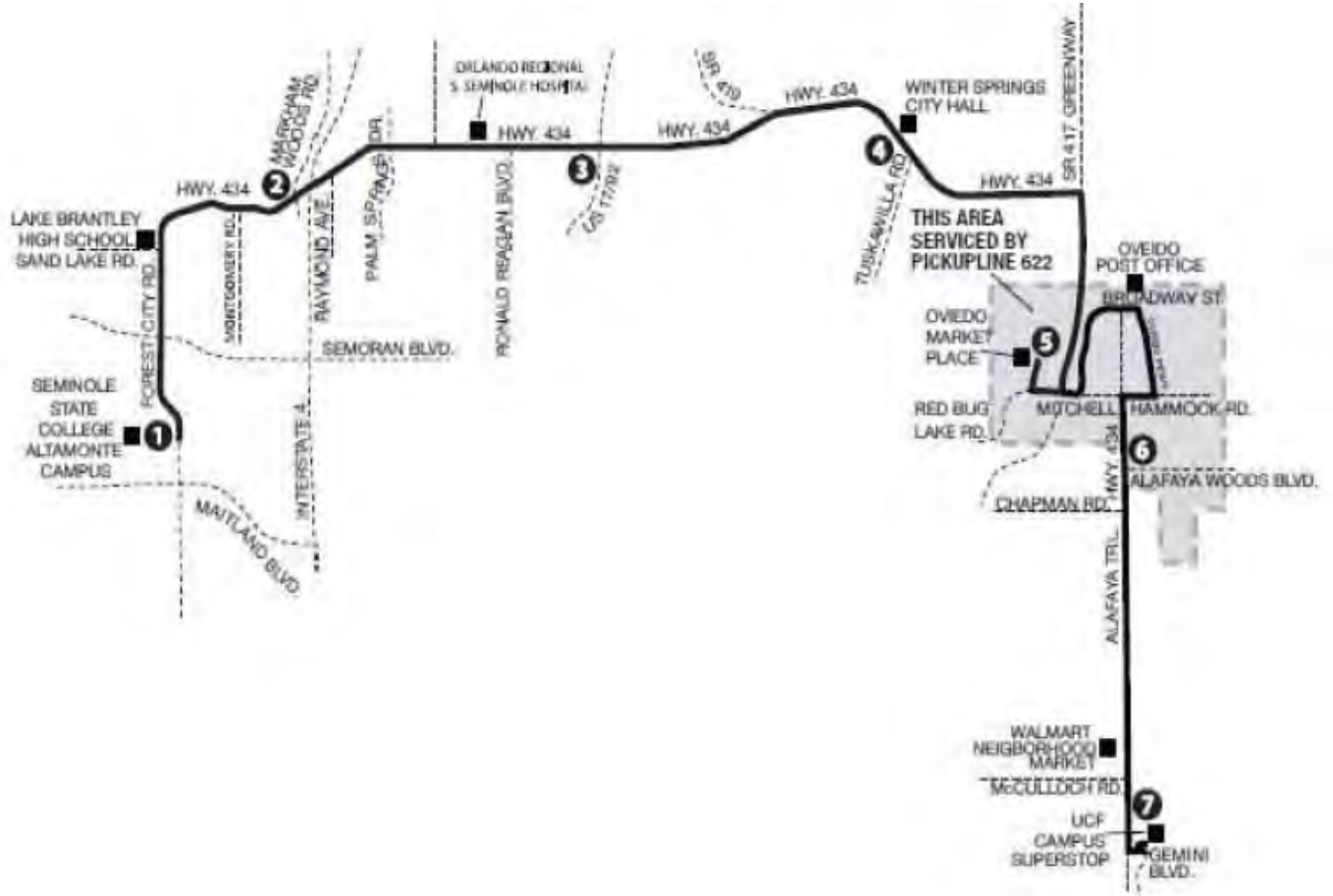
LINK 103 North 17/92 Sanford

Serving: Jai-Alai, Seminole County Courthouse, FleaWorld, Seminole Center Walmart, and Seminole State College



Link 434 SR 434 Crosstown

Serving: Seminole State College- Altamonte Campus, Lake Brantley High School, Winter Springs City Hall, South Seminole Hospital, Oviedo Market Place, University of Central Florida, and NeighborLink 622



NeighborLink 622 Oviedo

Serving: Seminole State college, Oviedo Marketplace, Link 434, Oviedo High School, Oviedo Sports Complex, and Jackson Heights Middle School

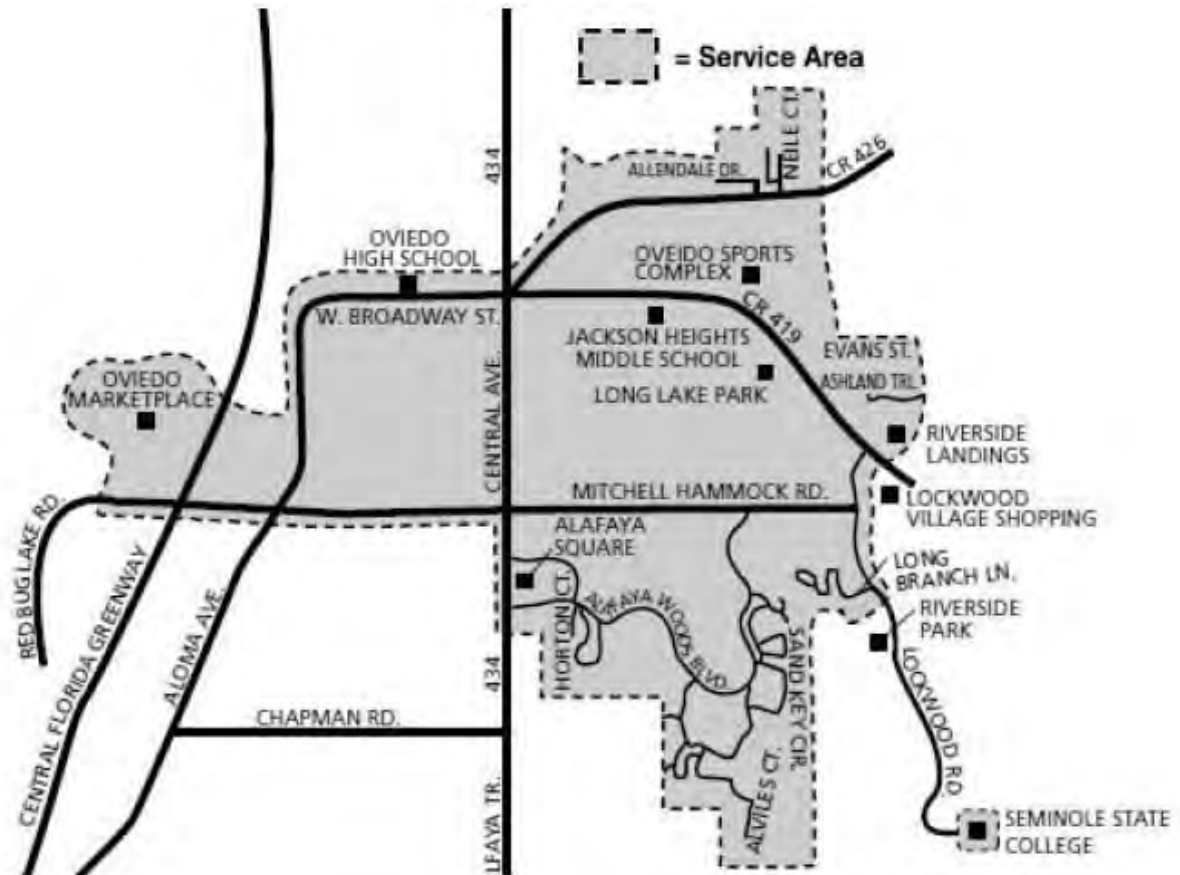


Exhibit "B"

DESCRIPTION OF APPROPRIATED AMOUNT

October through September	\$ 4,083,948
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Exhibit A - Seminole County Transit Service Costs For FY 2013	
<i>Net Fixed Route Operating Costs</i>	<i>Cost</i>
Link 1	\$ 48,327
Link 23	91,768
Link 34	133,291
Link 41	580,615
Link 45	130,215
Link 46 E	171,824
Link 46 W	184,126
Link 102	193,992
Link 1792	30,612
Link 103	631,637
Link 434	351,774
Subtotal:	\$ 2,548,181
<i>NeighborLink (NL) Services Costs:</i>	
NL 622	\$ 85,001
Subtotal:	\$ 85,001
<i>Paratransit Services Costs:</i>	
American Disability Act (ADA) Funding	\$ 739,756
Transportation Disadvantage (TD) Funding	111,444
Medicaid	599,566
Subtotal:	\$ 1,450,766
Funding Requested from County	\$ 4,083,948
<i>City Direct Payments to LYNX</i>	
City of Sanford	\$ 93,000
City of Altamonte Springs	120,900
Subtotal:	\$ 213,900
Total County Transit Service Cost	\$ 4,297,848

FY2013 Billing Schedule:	
October 2012	\$ 340,329
November 2012	\$ 340,329
December 2012	\$ 340,329
January 2013	\$ 340,329
February 2013	\$ 340,329
March 2013	\$ 340,329
April 2013	\$ 340,329
May 2013	\$ 340,329
June 2013	\$ 340,329
July 2013	\$ 340,329
August 2013	\$ 340,329
September 2013	\$ 340,329
Annual Funding Request from County	\$ 4,083,948

ADDENDUM TO AGREEMENT

25. The Funding Partner, on _____, adopted a Comprehensive Policy Plan (the "**CPP**"), which calls for specific level of service improvements in public transportation; and

26. The Funding Partner agrees to appropriate up to a maximum of four million eighty-three thousand nine hundred forty-eight dollars and zero cents (\$4,083,948) to LYNX for fiscal year 2012-2013 for the provision of public transportation services within the Service Agreement in accordance with this Agreement and to be allocated as follows:

(a) The base operating expenditures funding of \$4,083,948 shall be for fixed-route bus service, Access LYNX, and other existing services.

(b) The \$4,083,948 shall be paid by the Funding Partner to LYNX in twelve (12) equal monthly installments by Funding Partner's designated representative and shall be due on the first of each month beginning in October 2012, and payable no later than thirty (30) days after the due date. The first such payment under this Agreement shall be made no sooner than October 1, 2012 or the execution date of this Agreement. Notwithstanding the foregoing, in the event LYNX fails to submit the required quarterly reports or fails to comply with any material terms of this Agreement, the Funding Partner reserves the right to withhold the monthly payment pursuant to Section 3, of this Agreement.

27. The City of Altamonte Springs and the City of Sanford (the "**Cities**") are located within Seminole County, and LYNX has separate funding arrangements with the Cities for transit services located within the Cities. In that regard, LYNX has adjusted the County funding request by the amounts paid by the Cities as indicated in **Exhibit "B"** of this Agreement.

SERVICE FUNDING AGREEMENT
by and between
OSCEOLA COUNTY, FLORIDA
and
LYNX

THIS SERVICE FUNDING AGREEMENT (“Agreement”) is made and entered into by and between **OSCEOLA COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida, whose principal address is 1 Courthouse Square, Kissimmee, Florida 34741 (hereinafter the “**Funding Partner**” or “**County**”), and the **CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY**, a body politic and corporate created pursuant to Part II, Chapter 343, Florida Statutes, whose principal address is 455 North Garland Avenue, Orlando, Florida 32801 (hereinafter “**LYNX**”).

WITNESSETH

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

WHEREAS, the Funding Partner recognizes the need to provide Public Transportation (as hereinafter defined) in an efficient manner and acknowledges the benefits of increased ridership on the regional transportation system; and

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

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

WHEREAS, the Funding Partner recognizes the need to maintain and improve transit services; and

WHEREAS, pursuant to Section 343.64, Florida Statutes, LYNX has the authority to own, operate, maintain, and manage a Public Transportation system in the area of Orange, Seminole and Osceola Counties; and

WHEREAS, LYNX currently provides mass transit services within the geographical limits of the Funding Partner; and

WHEREAS, pursuant to Section 343.64, Florida Statutes, LYNX has the right to contract with other governmental entities, including the Funding Partner, and has the right to accept funds from such other governmental entities; and

WHEREAS, the Funding Partner and LYNX entered into an Interlocal Agreement for Public Transit Services dated as of December 12, 2011 (the “**Prior Fiscal Year Funding Agreement**”) pursuant to which the Funding Partner agreed to appropriate funds to LYNX for

fiscal year from October 1, 2011 to September 30, 2012 to support LYNX Public Transportation services within the Service Area (as hereinafter defined); and

WHEREAS, the term of the Prior Fiscal Year Funding Agreement ended on September 30, 2012; and

WHEREAS, the Funding Partner has budgeted funds for the fiscal year beginning on October 1, 2012 and ending on September 30, 2013 (“**Fiscal Year**”) to support LYNX’s Public Transportation services for such fiscal year; and

WHEREAS, at present, LYNX and the Funding Partner acknowledge that the funds provided by the Funding Partner to LYNX are used as the Funding Partner’s support of the regional Public Transportation System only within the Service Area (as hereinafter defined).

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

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

1. **Definitions**. The following capitalized terms shall have the following meanings:

“**Access LYNX**” means LYNX’s van transit service for medically-qualified, physically challenged transit customers.

“**ADA**” means the Americans with Disabilities Act of 1990.

“**Agreement**” means this Service Funding Agreement and its Exhibits.

“**Appropriated Amount**” means the amount to be paid to LYNX by the Funding Partner for the Current Fiscal Year in consideration of the Public Transportation to be provided by LYNX hereunder, as set forth in paragraph 3 hereof.

“**Deadhead Hours**” means the vehicle hours of operation incurred in non-Revenue Service in support of Revenue Service (i.e., hours from the garage to the beginning of a route).

“**Deadhead Miles**” means the vehicle miles incurred in non-Revenue Service in support of Revenue Service (i.e., miles from the garage to the beginning of a route).

“**Fiscal Year**” or “**Current Fiscal Year**” means the twelve (12) month period commencing October 1, 2012 and ending the following September 30, 2013.

“**Fixed-Route Service**” means service provided on a repetitive, fixed-schedule basis along a specific route with vehicles stopping to pick up and deliver passengers to specific locations. Unlike demand response service, Fixed-Route Service services the same origins and destinations. Fixed-Route Service include route deviation service, where revenue vehicles deviate from fixed-routes on a discretionary basis.

“**FDOT**” means the Florida Department of Transportation.

“**FTA**” means the Federal Transit Association.

“**New Appropriated Amount**” means the amount that is approved or appropriated by the Funding Partner for the Next Fiscal Year in consideration of the Public Transportation to be provided by LYNX hereunder for the Next Fiscal Year, as set forth in paragraph 3 below.

“**Next Fiscal Year**” means the twelve (12) month period immediately following the Current Fiscal Year, and is the period commencing October 1, 2013 and ending the following September 30, 2014.

“**Operating Expenses**” mean the expenses associated with the operations of LYNX, and which are classified by function or activity.

“**Passenger Fares**” means the revenue earned from carrying passengers in regularly scheduled service. Passenger Fares include the base fare, distance premiums, express service premiums, transfers and quantity purchased discount fares (i.e., daily, seven-day, thirty-day, student, senior, etc. tickets and passes).

“**Passenger Trips**” means the number of fare-paying individuals who ride LYNX’s buses in any given period with each individual being counted once per boarding.

“**Public Transportation**” means transportation by a conveyance (e.g., by bus or van) that provides regular and continuing general or special transportation to the public, but does not include light rail. “Special transportation” includes transportation services being provided to the public pursuant to the ADA.

“**Revenue Hours**” means the hours a vehicle travels while in Revenue Service, which excludes Deadhead Hours.

“**Revenue Miles**” means the miles a vehicle travels while in Revenue Service, which excludes Deadhead Miles.

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

“**Service Area**” means generally the geographic area or the Fixed-Route Service, as the case may be, described and set forth in Exhibit "A" attached hereto.

2. **Funding Partner Obligations.**

(a) **Current Fiscal Year.**

(i) The Funding Partner agrees to appropriate the amount specified on **Exhibit “B”** attached hereto (the “**Appropriated Amount**”) to LYNX for the Fiscal Year for the provision of Public Transportation within the Service Area.

(ii) The Appropriated Amount shall be paid by the Funding Partner to LYNX in twelve (12) equal monthly installments, with each installment being due on the first day of each month. The first installment payment shall be due upon the later of (x) October 1, 2012 or (y) thirty (30) days after the execution date of this Agreement; and any other installment payments which would be due prior to the execution date of this Agreement shall also be paid within thirty (30) days after the execution date of this Agreement.

(b) **Next Fiscal Year.**

(i) If, prior to the termination date of this Agreement (as set forth in Paragraph 20 below), the Funding Partner and LYNX have not reached a written agreement setting forth an appropriation to LYNX for the Next Fiscal Year, then, notwithstanding the expiration of this Agreement at the end of the Current Fiscal Year and in order to continue the Public Transportation after said expiration, the Funding Partner shall continue to pay LYNX for the Next Fiscal Year the amount set forth below.

(ii) The amount to be paid under clause (i) shall be the New Appropriated Amount provided that the Boards of both the Funding Partner and LYNX have so approved that Amount. This New Appropriated Amount shall be paid as set forth in clause (v) below.

(iii) In the event the New Appropriated Amount actually approved by the Board of the Funding Partner at its budget adoption is less than what had been scheduled by the Funding Partner prior to said adoption hearing, then, in that event, LYNX may immediately or as soon as practicable for the Next Fiscal Year reduce the scope of service to be provided hereunder so as to be in line with the New Appropriated Amount.

(iv) In the event the Funding Partner has not by the end of the Current Fiscal Year, adopted a New Appropriated Amount, then the amount to be paid will be equal to the Appropriated Amount for the Current Fiscal Year. This Amount will be paid as set forth in clause (v) below. At such time thereafter as the Funding Partner has adopted a New Appropriated Amount, then, in that event, the parties will adjust and reconcile between themselves any adjustment to the payments that would have been made to LYNX by the Funding Partner for the Current Fiscal Year and the service to be provided hereunder will be adjusted to be in line with the New Appropriated Amount.

(v) The amount to be paid under this subparagraph (b) above (whether the New Appropriated Amount under clauses (ii) or (iii) or the Appropriated Amount under clause (iv)), shall be paid in equal monthly installments (the “**Post-Termination Payment**”) due on the first day of each month commencing October 1, 2012 until the earliest to occur of the following: (i) LYNX and the Funding Partner reach a written agreement setting forth a different appropriation for the Next Fiscal Year; (ii) one hundred twenty (120) days following that date that the Funding Partner, through action taken by its governing board, notifies LYNX in writing that it wishes to terminate this Agreement and no longer receive from LYNX the Public Transportation services

provided herein; or (iii) the date that LYNX actually discontinues the Public Transportation services to the Funding Partner.

(c) The procedure set forth in this subparagraph (b) will continue until such time as the Funding Partner and LYNX have executed a new form of funding agreement for the Current Fiscal Year, at which time this Agreement and specifically the provisions of this subparagraph 3(b) will no longer be applicable. If LYNX and the Funding Partner fail to reach and execute such a new funding agreement setting forth an appropriation for the Next Fiscal Year by December 31, 2013, then LYNX may, within its discretion, reduce, eliminate or discontinue the provision of Public Transportation services to the Funding Partner immediately upon providing the Funding Partner with written notice of same. If, as a result of subparagraph 3(b), the Funding Partner makes any payments to LYNX for the Next Fiscal Year, then, in that event, the parties will reconcile the difference between the amount that was paid and the amount that has been agreed to be appropriated for the Next Fiscal Year in the first month following the execution of the written agreement setting forth an appropriation for the Next Fiscal Year.

(d) Notwithstanding anything to the contrary set forth herein, the payment of all amounts due to LYNX hereunder shall be made in compliance with the Florida Prompt Payment Act, codified at Sections 218.70 to 218.80, Florida Statutes.

3. **LYNX Obligations.**

(a) **Service.** LYNX agrees to provide Public Transportation within the Service Area during the Fiscal Year. LYNX shall request written approval from the Funding Partner prior to implementing any of the following changes which may result in a greater than two percent (2%) increase or decrease of Fixed-Route Service hours within the Service Area (as computed on an annual basis), which written approval shall not be unreasonably withheld or delayed:

- (i) Addition of route(s)
- (ii) Elimination of route(s)
- (iii) Combination of routes
- (iv) Changes to service span
- (v) Change to service frequency
- (vi) Changes in days of operation

To the extent that there is any increase or decrease of Fixed-Route Service hours greater than two percent (2%) (which would require approval of the Funding Partner), then, in that case, there will be a corresponding increase or decrease in the Appropriated Amount to be paid to LYNX by the Funding Partner from and after said increase or decrease is put into effect.

(b) **Quarterly Reporting.** For the purposes of operations and management analysis, LYNX agrees to provide the Funding Partner quarterly written performance reports reflecting the LYNX operations of the prior quarter. The quarterly reporting periods shall end on December 31, March 31, June 30 and September 30 and said reports shall be submitted to the Funding Partner's Office of Management and Budget and Growth Management Departments within forty-five (45) days after the end of each quarter. Each quarterly report will include the following items:

- (i) Maps and schedules for each route operating in the Service Area.
- (ii) Official LYNX monthly ridership reports showing a breakdown of actual aggregate ridership by mode (i.e., Fixed-Route Service, LYMMO, Access LYNX, Van Plan and special shuttles).
- (iii) An operational service characteristics report for current services provided, which would include (1) revenue hours, (2) revenue miles, and (3) unlinked passenger trips.
- (iv) A comparison of actual revenue and expenditures to budgeted revenues and expenditures with explanations for variances that exceed \$50,000.
- (v) A route performance report, which reports and ranks each route which is located in the County for the Funding Partner, monthly based on the following:
 - (A) Subsidy per Passenger Trip
 - (B) Passengers per trip
 - (C) Passengers per Revenue Hour
 - (D) Passengers per Revenue Mile
 - (E) Percent farebox return (i.e., percent of Operating Expenses recovered through farebox).
- (vi) Current and contemporaneous versions of the LYNX regional model, which is the model used by LYNX to apportion total Operating Expenses, less adjustments, to the Funding Partners based on Fixed-Route Service hours, ADA client trips, and flex-service hours in their service area.
 - (A) A comparison of scheduled versus actual Revenue Miles.
 - (B) A comparison of scheduled versus actual Revenue Hours.
 - (C) A schedule of unanticipated extraordinary expenses for the prior quarter.
 - (D) A list of changes to authorized staffing.

(E) A schedule of total training and travel expenditures for each LYNX board member and employee for the immediately preceding quarter. This schedule should specify the training event name, attendee name(s), date(s) of travel and/or training, event location, and total expenses of each trip.

(vii) Any other information the Funding Partner reasonably requests.

(c) **Additional Reporting.** On an annual basis, within thirty (30) days of receipt, LYNX shall provide the Funding Partner with a copy of all external audits, a copy of the Comprehensive Annual Financial Report, which shall include the Report on Internal Controls, Report on Compliance with Laws and Regulations, and a copy of the management letter.

4. **Independent Contractor.** LYNX expressly acknowledges that it is acting as an independent contractor, and nothing in this Agreement is intended or shall be construed to establish an agency, partnership or joint venture relationship between the parties, their employees, agents, subcontractors, or assigns, during or after performance of this Agreement. Each party hereto agrees that it shall be solely responsible for the wrongful acts of its employees, contractors and agents. Nothing contained herein shall constitute a waiver of sovereign immunity or the provisions of Section 768.28, Florida Statutes. The foregoing shall not constitute an agreement by either party to assume any liability for the acts, omissions and/or negligence of the other party.

5. **Amendments.** This Agreement may be amended only through a written document approved by both the Funding Partner's Board of Commissioners and the LYNX Governing Board, and executed by all parties hereto.

6. **Termination of Agreement.**

(a) **For Cause.** If LYNX or the Funding Partner (the "**Breaching Party**") fails to fulfill any material covenant, term or condition of this Agreement, the other party (the "**Non-Breaching Party**") shall give the Breaching Party written notice of such failure or violation. If such failure or violation is not cured within thirty (30) days from the date on which the Breaching Party receives such notice, the Non-Breaching Party may terminate this Agreement, which shall be effective upon thirty (30) days following the Breaching Party's receipt of a written notice from the Non-Breaching Party to that effect or such later date as specified in the notice. In the event the Funding Partner is the Breaching Party, the Funding Partner will nonetheless continue to pay to LYNX for any fixed route service furnished by LYNX up to the actual date that LYNX terminates said fixed route service, taking into account the policies and procedures to be followed by LYNX to terminate bus service generally.

(b) **For Convenience.** Either LYNX or the Funding Partner may terminate this Agreement at any time upon giving notice to that effect. Such termination shall be effective upon one hundred twenty (120) days receipt of written notice of termination from the party desiring to terminate this Agreement or such later date as specified in the notice.

The provisions of this paragraph 7 are further subject to the provisions of paragraph 3(c) above as to the rights of the parties to terminate this Agreement after the end of any fiscal year as provided in said Paragraph 3(c).

7. **Audit.** The Funding Partner (or its lawfully designated designee), shall have the right to audit LYNX's books and records on an annual basis to determine compliance with the terms, conditions and obligations imposed by this Agreement. The Funding Partner shall have full access to all records, documents and information, whether on paper or electronic or other media as is necessary or convenient to perform the audit.

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

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

10. **Compliance with FTA/FDOT Requirements.** The provisions of this Agreement, and the Public Transportation to be provided by LYNX hereunder, is subject at all times to the applicable statutes and rules and regulations of all applicable governmental authorities, including those of the FTA and FDOT. In the event any such statutes or rules or regulations would require a substantial and material change to this Agreement, then the parties will immediately meet to review and make acceptable adjustments to this Contract so as to comply with such statutes and rules and regulations.

11. **Litigation and Venue.** In the event any party deems it necessary to take legal action to enforce any provision of this Agreement, the venue shall be in the Circuit Court of the Ninth Judicial Circuit, in Orange County, Florida or the United States District Court for the Middle District of Florida, Orlando Division.

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

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

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

15. **Governing Law.** This Agreement shall be governed by and construed in accordance with the law of the State of Florida. The parties to this Agreement agree to comply with all applicable federal, state, and local laws, ordinances, rules and regulations pertaining to the actions contemplated by this Agreement.

16. **Construction.** Captions and section headings in this Agreement are for convenience and reference only, and shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

17. **Notices.** All notices, consents, approvals, waivers, and deletions which any party shall be required or shall desire to make or give under and in accordance with this Agreement shall be in writing and must be sent by certified United States mail with return receipt required, or by personal delivery with receipt required to the following addresses:

As to Funding Partner: Osceola County
1 Courthouse Square, Suite 4700
Kissimmee, Florida 34741
Attn: County Manager

With copy to: Osceola County
1 Courthouse Square, Suite 4200
Kissimmee, Florida 34741
Attn: County Attorney

With copy to: Osceola County
1 Courthouse Square, Suite 1100
Kissimmee, Florida 34741
Attn: Transportation Planning

As to LYNX: Central Florida Regional Transportation Authority
455 North Garland Avenue
Orlando, Florida 32801-1518
Attn: John M. Lewis, Jr., Chief Executive Officer

With copy to: Central Florida Regional Transportation Authority
455 North Garland Avenue
Orlando, Florida 32801-1518
Attn: Blanche W. Sherman, Interim Chief Financial Officer

With a copy to: Akerman Senterfitt
420 South Orange Avenue, Suite 1200
Orlando, Florida 32801
Attn: Patrick T. Christiansen, Esq.

18. **Binding Agreement.** This Agreement is binding upon the parties and shall inure to their successors or assigns.

19. **Effective Date.** The effective date of this Agreement shall be the date of its execution by the last party to execute this Agreement. Unless terminated earlier in accordance with Paragraph 7 of this Agreement, this Agreement will terminate on September 30, 2013, except for the provisions of this Agreement which by their terms survive the termination of this Agreement and is effective.

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

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

22. **Entirety of the Agreement.** This Agreement constitutes the entire Agreement between the parties with respect to the specific matters contained herein and shall supersede all previous discussions, understandings, and agreements.

23. **Addendum.** There is attached hereto a certain Addendum consisting of one (1) page. To the extent there is a conflict between the terms of this Agreement and the terms of the Addendum, the terms of the Addendum will govern.

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

[Signatures appear on following page]

SIGNATURE PAGE FOR FUNDING PARTNER

ATTEST:

By: _____
Clerk to the Board of County
Commissioners of Osceola County,
Florida

For the use and reliance of Osceola County
only. Approved as to form and legal
sufficiency.

County Attorney

FUNDING PARTNER:

BOARD OF COUNTY COMMISSIONERS
OF OSCEOLA COUNTY, FLORIDA

By: _____

Date: _____

As authorized for execution by the Board of
County Commissioners at their _____,
2012 regular meeting.

SIGNATURE PAGE FOR LYNX

CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY

This Agreement is approved as to form for
reliance only by LYNX and for no other
person and for no other purpose.

By: _____

John M. Lewis, Jr.
Chief Executive Officer

Date: _____

AKERMAN SENTERFITT,
Counsel for LYNX

By: _____

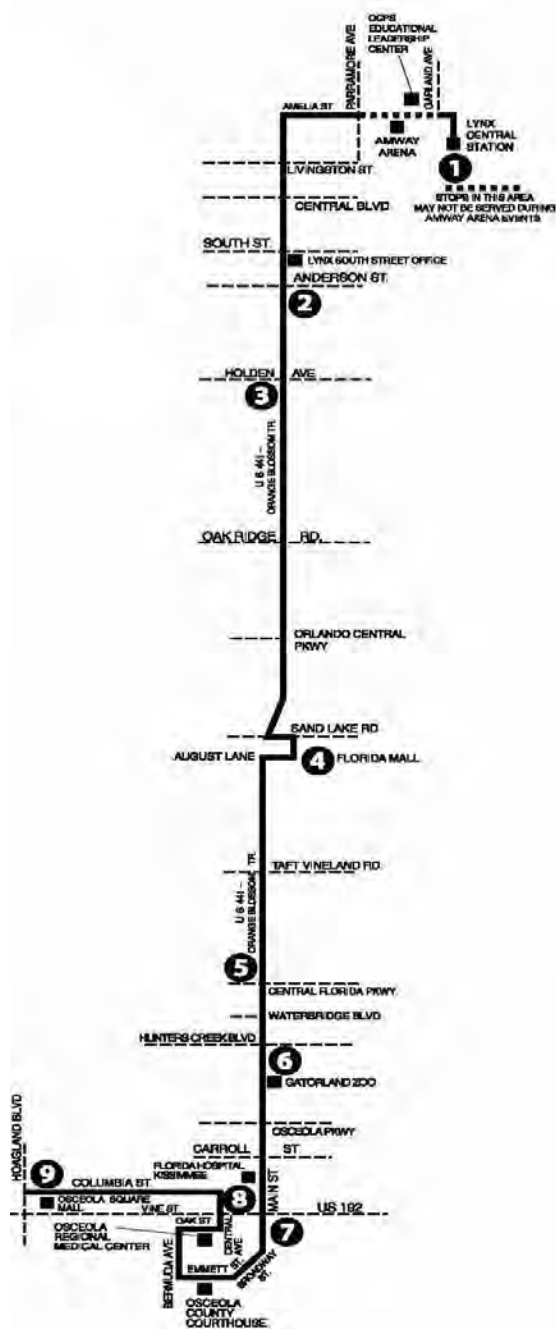
Patrick T. Christiansen, Esq.

Exhibit "A"

DESCRIPTION OF SERVICE AREA

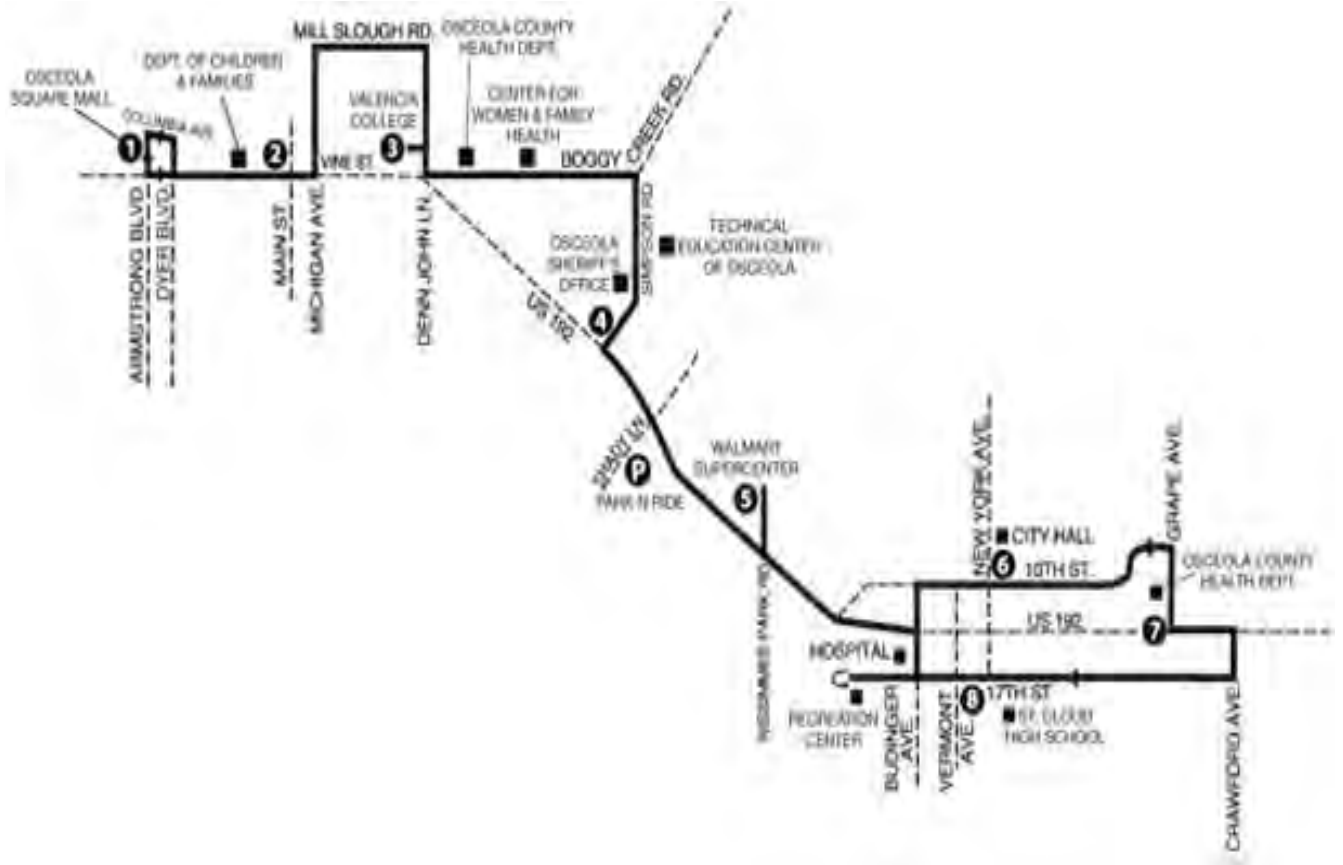
Link 4 South US 441/Kissimmee

Serving: LYNX Central Station, OCPS Educational Leadership Center, Florida Mall, Gatorland Zoo, Florida Hospital- Kissimmee, Osceola County Courthouse, Osceola Regional Medical Center, Columbia Street, and Osceola Square Mall



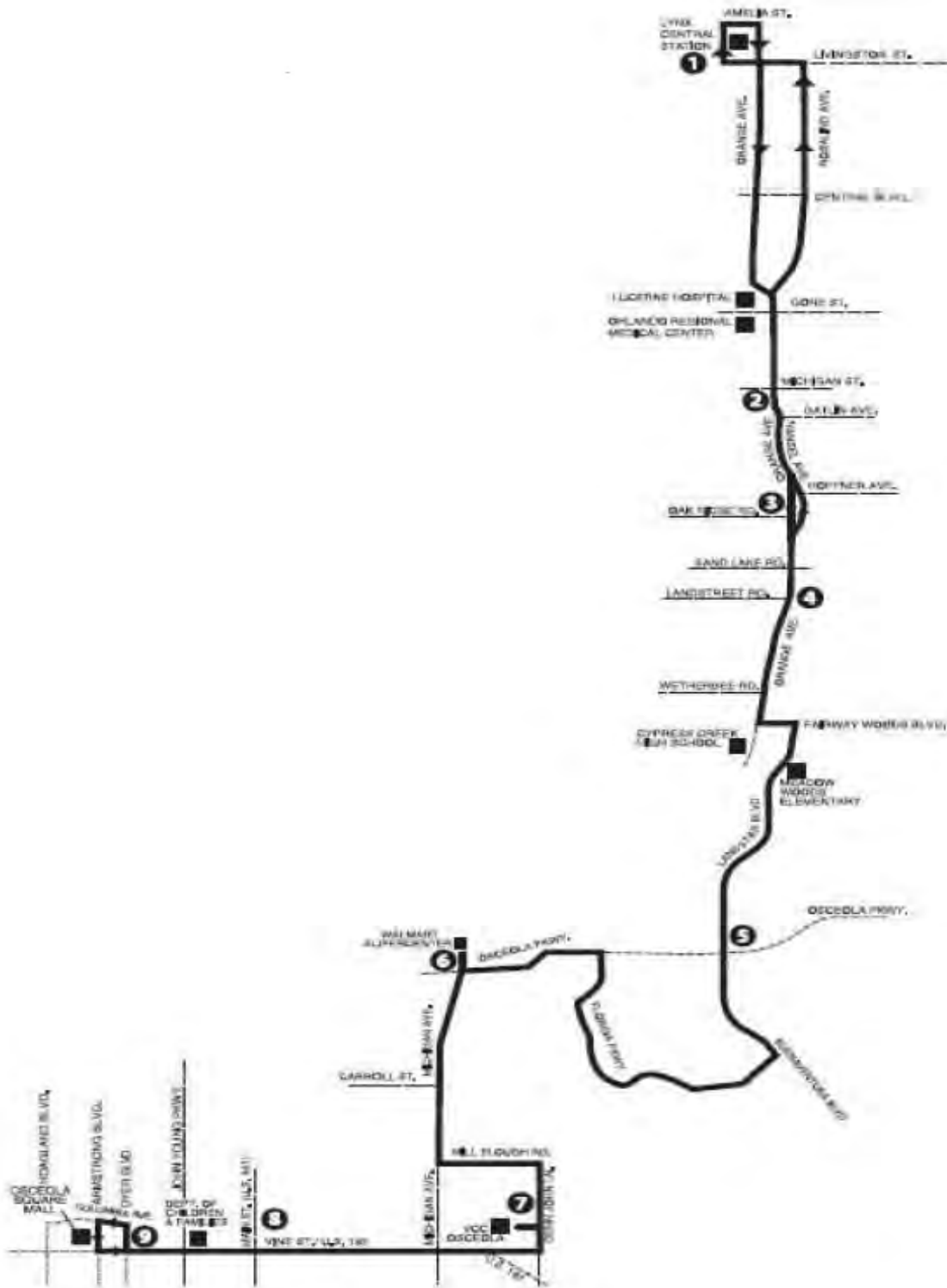
Link 10 E. US 192/St. Cloud

Serving: Osceola Square Mall, Dept. of Children & Families, Mill Creek, Valencia College-Osceola, Osceola County Health Department- Kissimmee, Center for Women & Family Health, Technical Education Center of Osceola, Osceola Sheriff's Office, St. Cloud Walmart Supercenter, St. Cloud City Hall, Osceola County Health Department- St. Cloud, St. Cloud High School, Orlando Health- St. Cloud, St. Cloud Recreation Center, and NeighborLink 631



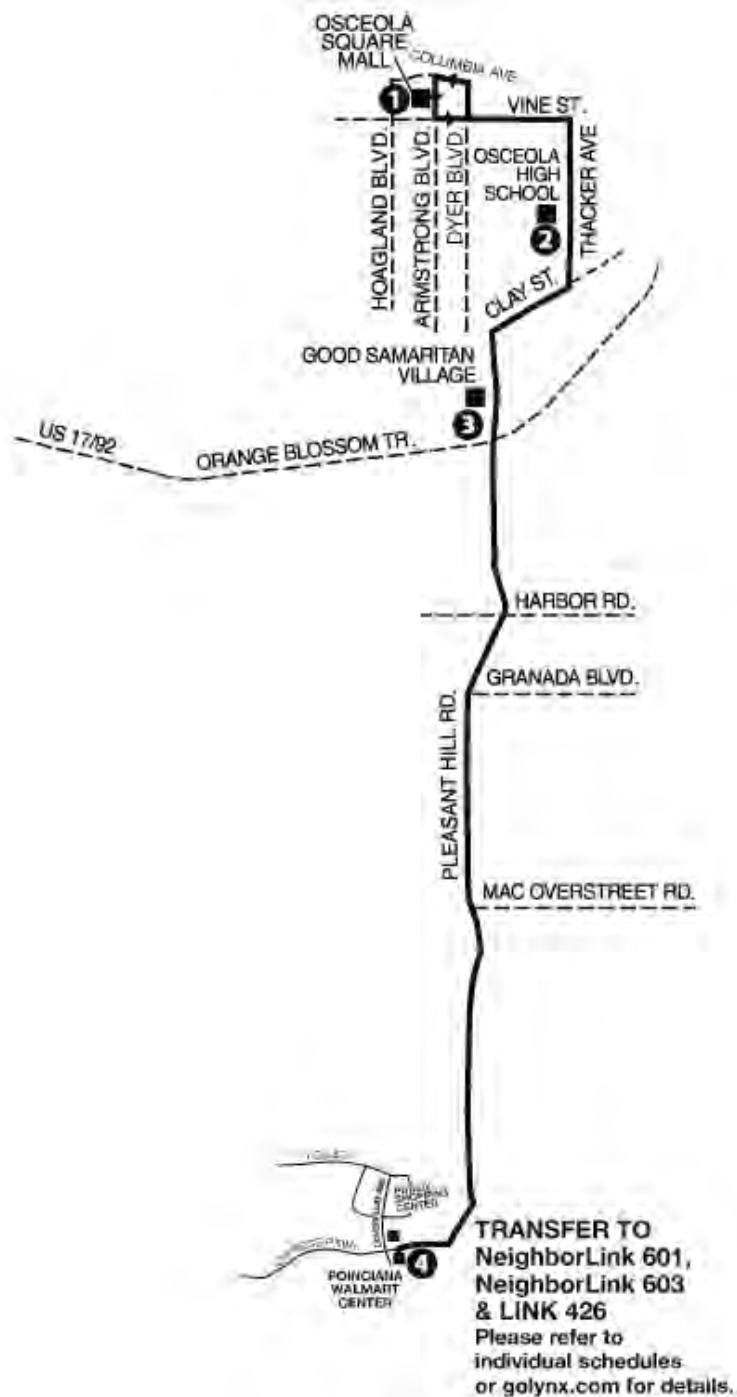
Link 18 S. Orange Ave./Kissimmee

Serving: LYNX Central Station, NeighborLink 631, Lucerne Hospital, Orlando Regional Medical Center, Pine Castle, Taft, Meadow Woods, Cypress Creek High School, Valencia College Osceola, Vine Street, and Osceola Square Mall



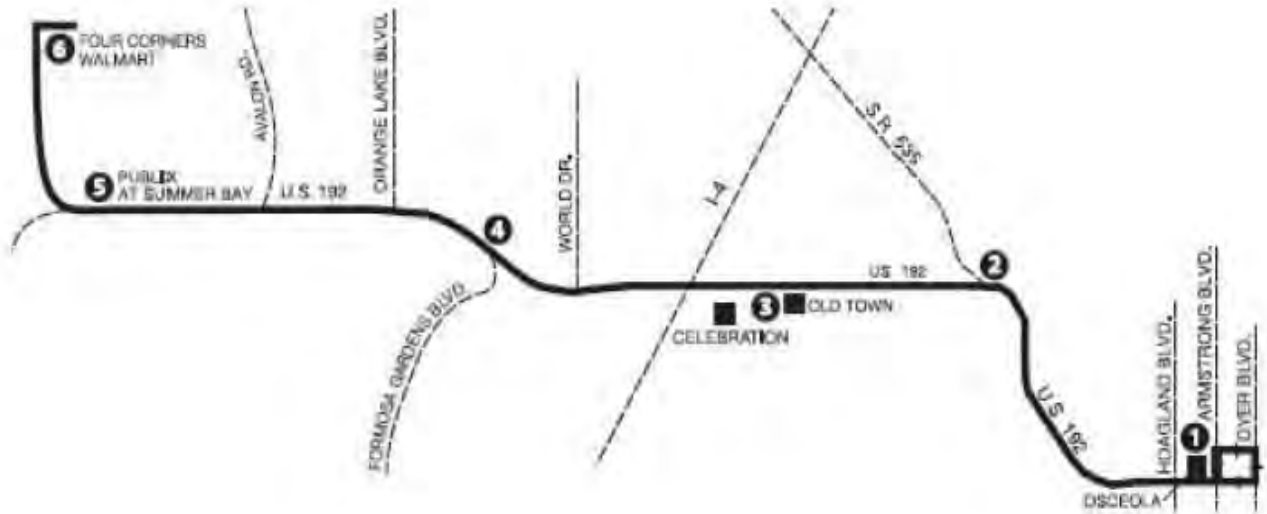
Link 26 Pleasant Hill Rd./Poinciana

Serving: Osceola Square Mall, Kissimmee, Thacker Ave., Osceola High School, Good Samaritan Village, NeighborLink 601, NeighborLink 603, and Walmart Poinciana



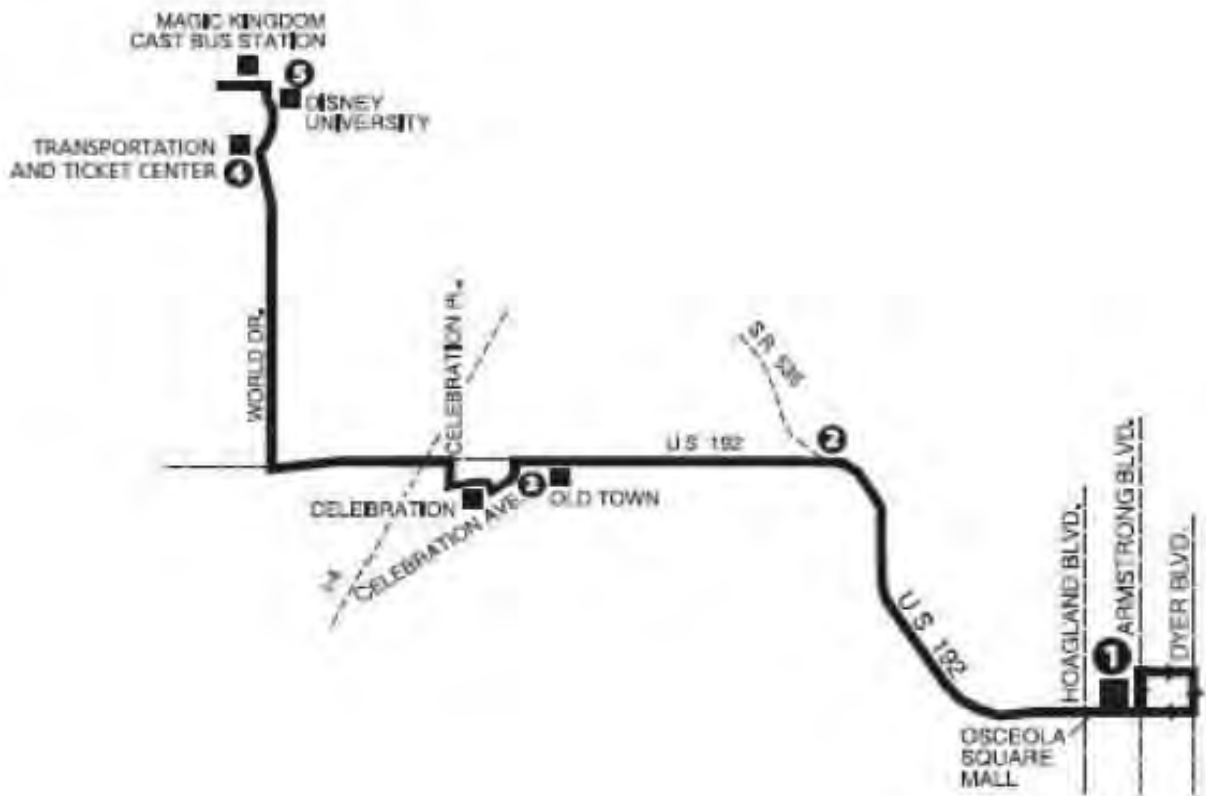
Link 55 w. US 192/Four Corners

Serving: Osceola Square Mall, Old Town, Celebration, Orange Lake, Summer Bay, and Four Corners Walmart



Link 56 w. US 192/ Magic Kingdom

Serving: Osceola Square Mall, Old Town, Celebration, Walt Disney World Transportation & Ticket Center, Magic Kingdom Cast Bus Station, and Disney University



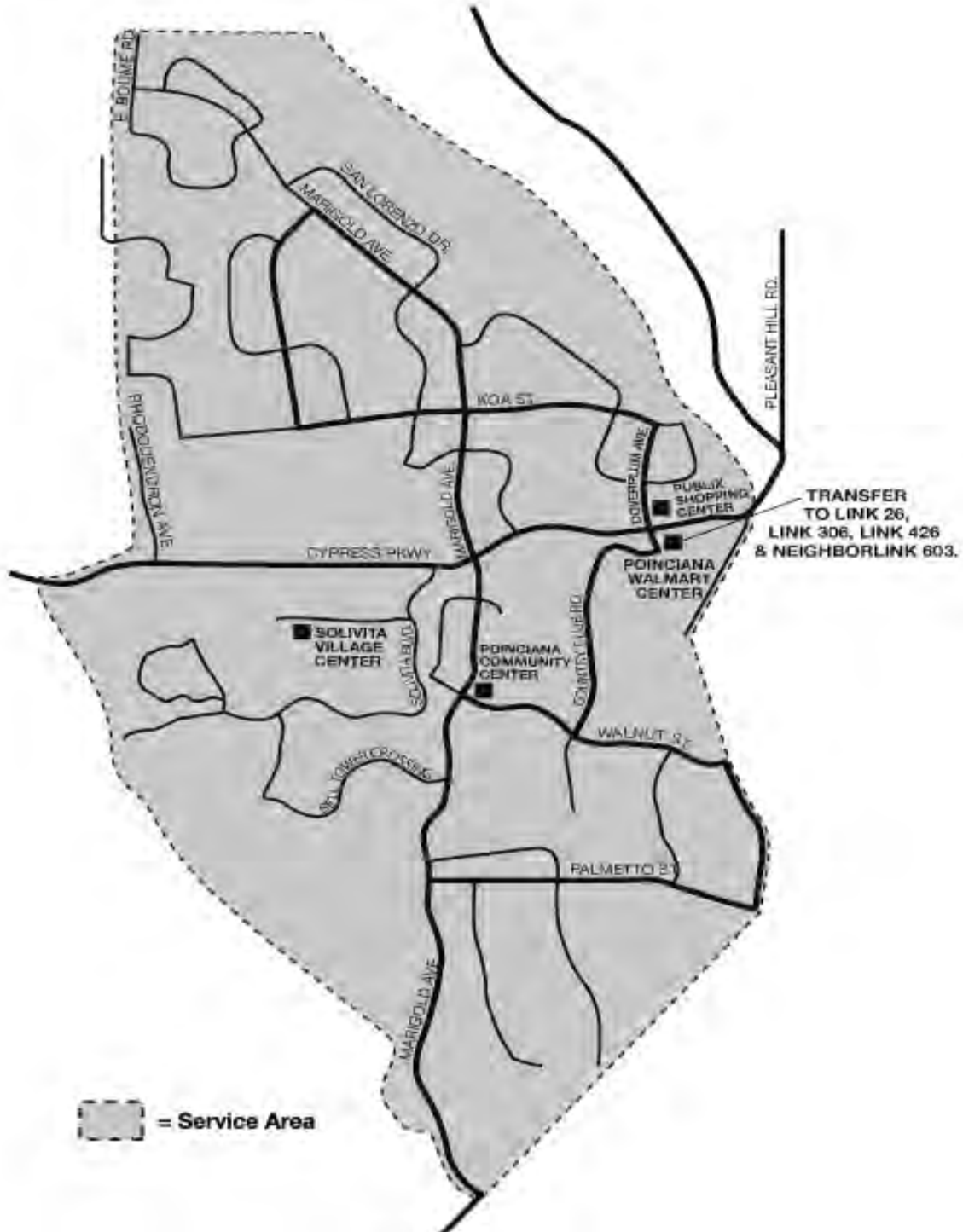
Link 57 John Young Parkway

Serving: Washington Shores, Mid Florida Tech, South Park Walmart, Hunter's Creek, and Osceola Square Mall



NeighborLink 601 South Poinciana

Serving: Link 26, Link 306, Link 426, NeighborLink 603, Poinciana Community Center/YMCA, Solivita Village Center, Poinciana Town Center, and Publix Shopping Center



NeighborLink 631 Buena Ventura Lakes

Serving: Valencia College Osceola Campus, Link 10, Link 18, Ventura Downs Shopping Center, and Boggy Creek Road

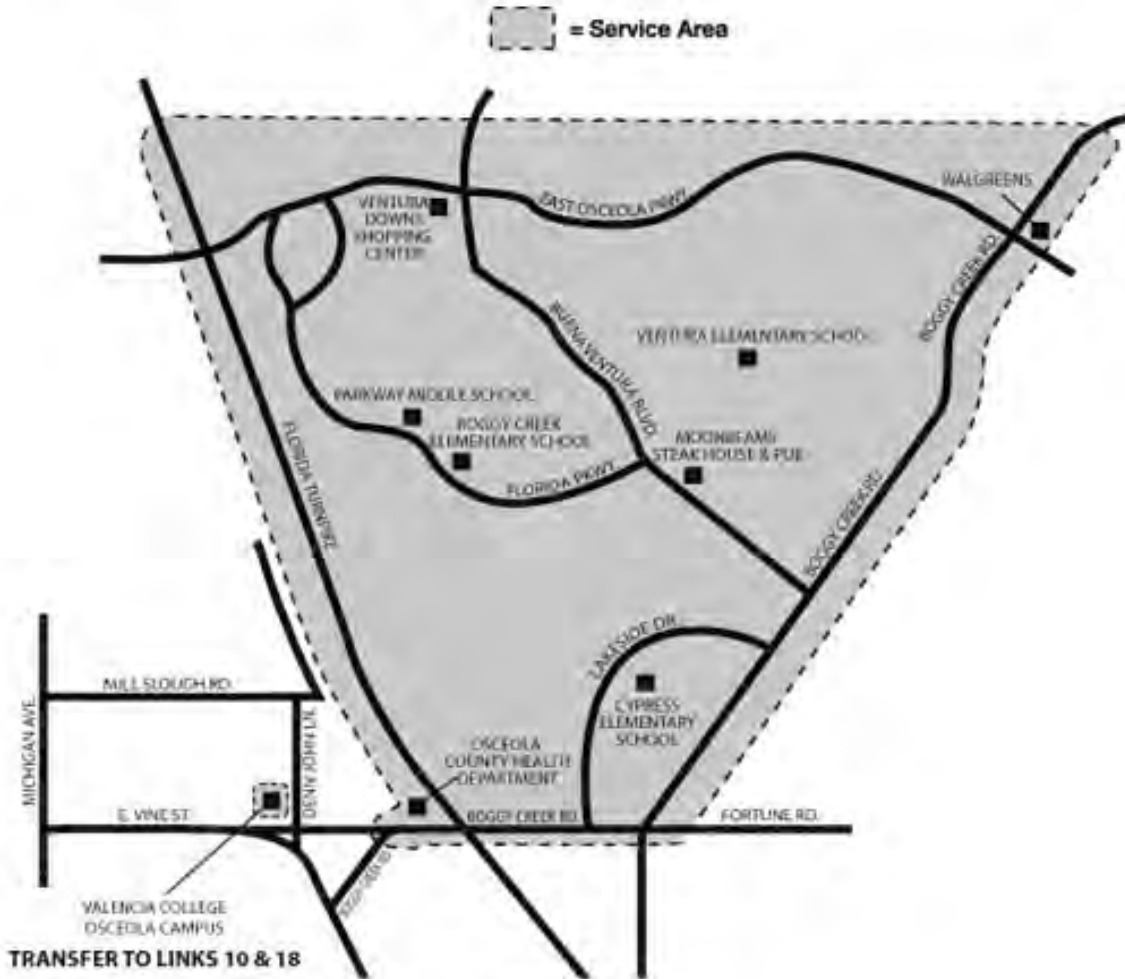


Exhibit "B"

DESCRIPTION OF APPROPRIATED AMOUNT

October through September \$ 4,279,194

Exhibit B - Osceola County Transit Service Costs For FY2013	
<i>Net Fixed Route Operating Costs</i>	<i>Cost</i>
Link 4	\$ 418,835
Link 10	413,538
Link 18	257,838
Link 26	226,849
Link 426	162,428
Link 55	546,567
Link 56	422,525
Link 4L	29,186
Link 57	72,383
Subtotal:	\$ 2,550,149
<i>NeighborLink (NL) Operating Costs</i>	
NL 601	\$ 81,062
NL 631	70,481
Subtotal:	\$ 151,543
<i>Paratransit Services Costs:</i>	
American Disability Act (ADA) Funding	\$ 706,615
Transportation Disadvantage (TD) Funding	111,237
Medicaid	759,650
Subtotal:	\$ 1,692,581
Funding Requested from County	\$ 4,279,194
<i>City Direct Payments to LYNX</i>	
City of St. Cloud	\$ 161,999
Subtotal:	\$ 161,999
Total County Transit Service Cost	\$ 4,441,193

Funding Requested from County October 2012 – September 2013	\$4,279,194
FY2013 Billing Schedule:	
October 2012	\$ 356,600
November 2012	\$ 356,600
December 2012	\$ 356,600
January 2013	\$ 356,600
February 2013	\$ 356,600
March 2013	\$ 356,600
April 2013	\$ 356,600
May 2013	\$ 356,600
June 2013	\$ 356,600
July 2013	\$ 356,600
August 2013	\$ 356,600
September 2013	\$ 356,594
Annual Funding Request from County	\$ 4,279,194

ADDENDUM TO AGREEMENT

24. The Funding Partner, on December 10, 2007, adopted a Comprehensive Policy Plan (the “CPP”), which calls for specific level of service improvements in public transportation; and

25. The Funding Partner agrees to appropriate up to a maximum of four million two hundred seventy-nine thousand one hundred ninety-four dollars and zero cents (\$4,279,194) to LYNX for fiscal year 2012-2013 for the provision of public transportation services within the Service Agreement in accordance with this Agreement and to be allocated as follows:

(a) The base operating expenditures funding of \$4,279,194 shall be for fixed-route bus service, Access LYNX, and other existing services.

(b) The \$4,279,194 shall be paid by the Funding Partner to LYNX in twelve (12) equal monthly installments by Funding Partner’s designated representative and shall be due on the first of each month beginning in October 2012, and payable no later than thirty (30) days after the due date. The first such payment under this Agreement shall be made no sooner than October 1, 2012 or the execution date of this Agreement. Notwithstanding the foregoing, in the event LYNX fails to submit the required quarterly reports or fails to comply with any material terms of this Agreement, the Funding Partner reserves the right to withhold the monthly payment pursuant to Paragraph 3, of this Agreement.

26. In order to continue achieving further operating efficiencies, the parties agree as follows:

(a) The County and LYNX will conduct a joint review six (6) months after LYNX begins operations at the Southern Operating Base Facility to determine costs savings for the upcoming FY12 budget.

(b) If it is reasonably determined that said savings are possible with the establishment of a facility in Osceola County, then the parties will further discuss a permanent facility that will be beneficial to the LYNX system as a whole.

(c) For the purposes of determining any net savings that may result from an operation base in Osceola County, the parties will utilize the current “regional model” recognizing that the cost of an additional operating base will be the cost associated within the entire LYNX system and its funding partners and the savings will be savings that will be attributed to the entire system. The “net savings” to the County would be based upon its share of the funding formula that would be derived by the elimination of service hours attributed to decreased deadhead hours.

27. The City of St. Cloud (the “City”) is located within Osceola County, and LYNX has a separate funding arrangement with the City for transit services located within the City. In that regard, LYNX has adjusted the County funding request by the amounts paid by the City as indicated in Exhibit "B" of this Agreement.

SERVICE FUNDING AGREEMENT
by and between
LAKE COUNTY, FLORIDA
and
LYNX

THIS SERVICE FUNDING AGREEMENT (“Agreement”) is made and entered into by and between **LAKE COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose principal address is 315 West Main Street, Suite 421, Tavares, FL 32778 (hereinafter the “**Funding Partner**” or “**County**”), and the **CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY**, a body politic and corporate created pursuant to Part II, Chapter 343, Florida Statutes, whose principal address is 455 North Garland Avenue, Orlando, Florida 32801 (hereinafter “**LYNX**”).

WITNESSETH

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

WHEREAS, the Funding Partner recognizes the need to provide Public Transportation (as hereinafter defined) in an efficient manner and acknowledges the benefits of increased ridership on the regional transportation system; and

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

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

WHEREAS, the Funding Partner recognizes the need to maintain and improve transit services; and

WHEREAS, pursuant to Section 343.64, Florida Statutes, LYNX has the authority to own, operate, maintain, and manage a Public Transportation system in the area of Orange, LAKE and Osceola Counties; and

WHEREAS, LYNX currently provides mass transit services within the geographical limits of the Funding Partner; and

WHEREAS, pursuant to Section 343.64, Florida Statutes, LYNX has the right to contract with other governmental entities, including the Funding Partner, and has the right to accept funds from such other governmental entities; and

WHEREAS, the Funding Partner and LYNX entered into an Interlocal Agreement for Public Transit Services dated as of December 8, 2011 (the “**Prior Fiscal Year Funding Agreement**”) pursuant to which the Funding Partner agreed to appropriate funds to LYNX for

fiscal year from October 1, 2011 to September 30, 2012 to support LYNX Public Transportation services within the Service Area (as hereinafter defined); and

WHEREAS, the term of the Prior Fiscal Year Funding Agreement ended on September 30, 2012; and

WHEREAS, the Funding Partner has budgeted funds for the fiscal year beginning on October 1, 2012 and ending on September 30, 2013 ("**Fiscal Year**") to support LYNX's Public Transportation services for such fiscal year; and

WHEREAS, at present, LYNX and the Funding Partner acknowledge that the funds provided by the Funding Partner to LYNX are used as the Funding Partner's support of the regional Public Transportation System only within the Service Area (as hereinafter defined).

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

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

2. **Definitions.** The following capitalized terms shall have the following meanings:

"Access LYNX" means LYNX's van transit service for medically-qualified, physically challenged transit customers.

"ADA" means the Americans with Disabilities Act of 1990.

"Agreement" means this Service Funding Agreement and its Exhibits.

"Appropriated Amount" means the amount to be paid to LYNX by the Funding Partner for the Current Fiscal Year in consideration of the Public Transportation to be provided by LYNX hereunder, as set forth in paragraph 3 hereof.

"Deadhead Hours" means the vehicle hours of operation incurred in non-Revenue Service in support of Revenue Service (i.e., hours from the garage to the beginning of a route).

"Deadhead Miles" means the vehicle miles incurred in non-Revenue Service in support of Revenue Service (i.e., miles from the garage to the beginning of a route).

"Fiscal Year" or **"Current Fiscal Year"** means the twelve (12) month period commencing October 1, 2012 and ending the following September 30, 2013.

"Fixed-Route Service" means service provided on a repetitive, fixed-schedule basis along a specific route with vehicles stopping to pick up and deliver passengers to specific locations. Unlike demand response service, Fixed-Route Service services the same origins and destinations. Fixed-Route Service includes route deviation service, where revenue vehicles deviate from fixed-routes on a discretionary basis.

“**FDOT**” means the Florida Department of Transportation.

“**FTA**” means the Federal Transit Administration

“**New Appropriated Amount**” means the amount that is approved or appropriated by the Funding Partner for the Next Fiscal Year in consideration of the Public Transportation to be provided by LYNX hereunder for the Next Fiscal Year, as set forth in paragraph 3 below.

“**Next Fiscal Year**” means the twelve (12) month period immediately following the Current Fiscal Year, and is the period commencing October 1, 2013 and ending the following September 30, 2014.

“**Operating Expenses**” mean the expenses associated with the operations of LYNX, and which are classified by function or activity.

“**Passenger Fares**” means the revenue earned from carrying passengers in regularly scheduled service. Passenger Fares include the base fare, distance premiums, express service premiums, transfers and quantity purchased discount fares (i.e., daily, seven-day, thirty-day, student, senior, etc. tickets and passes).

“**Passenger Trips**” means the number of fare-paying individuals who ride LYNX’s buses in any given period with each individual being counted once per boarding.

“**Public Transportation**” means transportation by a conveyance (e.g., by bus or van) that provides regular and continuing general or special transportation to the public, but does not include light rail. “Special transportation” includes transportation services being provided to the public pursuant to the ADA.

“**Revenue Hours**” means the hours a vehicle travels while in Revenue Service, which excludes Deadhead Hours.

“**Revenue Miles**” means the miles a vehicle travels while in Revenue Service, which excludes Deadhead Miles.

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

“**Service Area**” means generally the geographic area or the Fixed-Route Service, as the case may be, described and set forth in **Exhibit "A"** attached hereto.

3. **Funding Partner Obligations.**

(a) **Current Fiscal Year.**

(i) The Funding Partner agrees to appropriate the amount specified on **Exhibit “B”** attached hereto (the “**Appropriated Amount**”) to LYNX for the Fiscal Year for the provision of Public Transportation within the Service Area.

(ii) The Appropriated Amount shall be paid by the Funding Partner to LYNX in twelve (12) equal monthly installments, with each installment being due on the first day of each month. The first installment payment shall be due upon the later of (x) October 1, 2012 or (y) thirty (30) days after the execution date of this Agreement; and any other installment payments which would be due prior to the execution date of this Agreement shall also be paid within thirty (30) days after the execution date of this Agreement.

(b) **Next Fiscal Year.**

(i) If, prior to the termination date of this Agreement (as set forth in Section 20 below), the Funding Partner and LYNX have not reached a written agreement setting forth an appropriation to LYNX for the next Fiscal Year, then, notwithstanding the expiration of this Agreement at the end of the applicable Fiscal Year and in order to continue the Public Transportation after said expiration, the Funding Partner shall continue to pay LYNX for the Next Fiscal Year the amount set forth below.

(ii) The amount to be paid under clause (i) shall be the New Appropriated Amount provided that the Boards of both the Funding Partner and LYNX have so approved that amount. This Amount shall be paid as set forth in clause (v) below.

(iii) In the event the New Appropriated Amount actually approved by the Board of the Funding Partner at its budget adoption is less than what had been scheduled by the Funding Partner prior to said adoption hearing, then, in that event, LYNX may immediately or as soon as practicable for the Next Fiscal Year reduce the scope of service to be provided hereunder so as to be in line with the New Appropriated Amount.

(iv) In the event the Funding Partner has not by the end of the Current Fiscal Year, adopted a New Appropriated Amount, then the amount to be paid will be equal to the Appropriated Amount for the Current Fiscal Year. This Amount will be paid as set forth in clause (v) below. At such time thereafter as the Funding Partner has adopted a New Appropriated Amount, then, in that event, the parties will adjust and reconcile between themselves any adjustment to the payments that would have been made to LYNX by the Funding Partner for the Current Fiscal Year and the service to be provided hereunder will be adjusted to be in line with the New Appropriated Amount.

(v) The amount to be paid under this subparagraph (b) shall be paid in equal monthly installments (the "**Post-Termination Payment**") due on the first day of each month until the earliest to occur of the following: (i) LYNX and the Funding Partner reach a written agreement setting forth a different appropriation for the Next Fiscal Year; (ii) one hundred twenty (120) days following that date that the Funding Partner, through action taken by its governing board, notifies LYNX in writing that it wishes to terminate this Agreement and no longer receive from LYNX the Public Transportation services provided herein; or (iii) the date that LYNX actually discontinues the Public Transportation services to the Funding Partner. If LYNX and the Funding Partner fail to

reach and execute an agreement setting forth an appropriation for the next Fiscal Year by December 31, 2012 then LYNX may, within its discretion, reduce, eliminate or discontinue the provision of Public Transportation services to the Funding Partner immediately upon providing the Funding Partner with written notice of same.

(c) If, as a result of Section 3(b), the Funding Partner makes any payments to LYNX for the next Fiscal Year, then, in that event, the parties will reconcile the difference between the amount that was paid and the amount that has been agreed to be appropriated for the next Fiscal Year in the first month following the execution of the written agreement setting forth an appropriation for the next Fiscal Year.

(d) Notwithstanding anything to the contrary set forth herein, the payment of all amounts due to LYNX hereunder shall be made in compliance with the Florida Prompt Payment Act, codified at Sections 218.70 to 218.80, Florida Statutes.

4. **LYNX Obligations.**

(a) **Service.** LYNX agrees to provide Public Transportation within the Service Area during the Fiscal Year. LYNX shall request written approval from the Funding Partner prior to implementing any of the following changes which may result in a greater than two percent (2%) increase or decrease of Fixed-Route Service hours within the Service Area (as computed on an annual basis), which written approval shall not be unreasonably withheld or delayed:

- (i) Addition of route(s)
- (ii) Elimination of route(s)
- (iii) Combination of routes
- (iv) Changes to service span
- (v) Change to service frequency
- (vi) Changes in days of operation

To the extent that there is any increase or decrease of Fixed-Route Service hours greater than two percent (2%) (which would require approval of the Funding Partner), then, in that case, there will be a corresponding increase or decrease in the Appropriated Amount to be paid to LYNX by the Funding Partner from and after said increase or decrease is put into effect.

(b) **Quarterly and Monthly Reporting.** For the purposes of operations and management analysis, LYNX agrees to provide the Funding Partner quarterly written performance reports reflecting the LYNX operations of the prior quarter. The quarterly reporting periods shall end on December 31, March 31, June 30 and September 30. The monthly reporting periods shall end on the last day of each month and said reports shall be submitted to the Funding Partner's Office of Management and Budget and Growth Management Departments within forty-

five (30) days after the end of each month. Each quarterly and monthly report will include the following items:

- (i) Maps and schedules for each route operating in the Service Area.
- (ii) Official LYNX monthly ridership reports showing a breakdown of actual aggregate ridership by mode (i.e., Fixed-Route Service, LYMMO, Access LYNX, Van Plan and special shuttles) (quarterly).
- (iii) An operational service characteristics report for current services provided, which would include (1) revenue hours, (2) revenue miles, and (3) unlinked passenger trips (quarterly).
- (iv) A comparison of actual revenue and expenditures to budgeted revenues and expenditures with explanations for variances that exceed \$50,000 (quarterly).
- (v) A route performance report, which reports and ranks each route which is located in the County for the Funding Partner, monthly based on the following:
 - (A) Subsidy per Passenger Trip (quarterly)
 - (B) Passengers per trip (quarterly)
 - (C) Passengers per Revenue Hour (quarterly)
 - (D) Passengers per Revenue Mile (quarterly)
 - (E) Percent farebox return (i.e., percent of Operating Expenses recovered through farebox) (quarterly).
 - (F) Ridership by Block (monthly)
 - (G) Budgeted and Actual Revenue (monthly)
 - (H) Deadhead and Platform Hours and Miles (monthly)
 - (I) Unlinked Passenger Trips (monthly)
 - (J) Total Cost, Farebox Revenue, and Grant Funding (monthly)
 - (K) Cost by Route and Block (monthly)
- (vi) Current and contemporaneous versions of the LYNX regional model, which is the model used by LYNX to apportion total Operating Expenses, less adjustments, to the Funding Partners based on Fixed-Route Service hours, ADA client trips, and flex-service hours in their service area.

- (A) A comparison of scheduled versus actual Revenue Miles (quarterly).
 - (B) A comparison of scheduled versus actual Revenue Hours (quarterly).
 - (C) A schedule of unanticipated extraordinary expenses for the prior quarter.
 - (D) A list of changes to authorized staffing (quarterly).
 - (E) A schedule of total training and travel expenditures for each LYNX board member and employee for the immediately preceding quarter. This schedule should specify the training event name, attendee name(s), date(s) of travel and/or training, event location, and total expenses of each trip (quarterly).
- (vii) Any other information the Funding Partner reasonably requests.

(c) **Additional Reporting**. On an annual basis, within thirty (30) days of receipt, LYNX shall provide the Funding Partner with a copy of all external audits, a copy of the Comprehensive Annual Financial Report, which shall include the Report on Internal Controls, Report on Compliance with Laws and Regulations, and a copy of the management letter.

5. **Independent Contractor**. LYNX expressly acknowledges that it is acting as an independent contractor, and nothing in this Agreement is intended or shall be construed to establish an agency, partnership or joint venture relationship between the parties, their employees, agents, subcontractors, or assigns, during or after performance of this Agreement. Each party hereto agrees that it shall be solely responsible for the wrongful acts of its employees, contractors and agents. Nothing contained herein shall constitute a waiver of sovereign immunity or the provisions of Section 768.28, Florida Statutes. The foregoing shall not constitute an agreement by either party to assume any liability for the acts, omissions and/or negligence of the other party.

6. **Amendments**. This Agreement may be amended only through a written document approved by both the Funding Partner’s Board of Commissioners and the LYNX Governing Board, and executed by all parties hereto.

7. **Termination of Agreement**.

(a) **For Cause**. If LYNX or the Funding Partner (the “**Breaching Party**”) fails to fulfill any material covenant, term or condition of this Agreement, the other party (the “**Non-Breaching Party**”) shall give the Breaching Party written notice of such failure or violation. If such failure or violation is not cured within thirty (30) days from the date on which the Breaching Party receives such notice, the Non-Breaching Party may terminate this Agreement, which shall be effective upon thirty (30) days following the Breaching Party’s receipt of a written notice from the Non-Breaching Party to that effect or such later date as specified in the notice. In the event the Funding Partner is the Breaching Party, the Funding Partner will nonetheless continue to pay to LYNX for any fixed route service furnished by LYNX up to the

actual date that LYNX terminates said fixed route service, taking into account the policies and procedures to be followed by LYNX to terminate bus service generally.

(b) **For Convenience.** Either LYNX or the Funding Partner may terminate this Agreement at any time upon giving notice to that effect. Such termination shall be effective upon one hundred twenty (120) days receipt of written notice of termination from the party desiring to terminate this Agreement or such later date as specified in the notice.

The provisions of this paragraph 7 are further subject to the provisions of paragraph 3(c) above as to the rights of the parties to terminate this Agreement after the end of any fiscal year as provided in said Section 3(c).

8. **Audit.** The Funding Partner (or its lawfully designated designee), shall have the right to audit LYNX's books and records on an annual basis to determine compliance with the terms, conditions and obligations imposed by this Agreement. The Funding Partner shall have full access to all records, documents and information, whether on paper or electronic or other media as is necessary or convenient to perform the audit.

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

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

11. **Compliance with FTA/FDOT Requirements.** The provisions of this Agreement, and the Public Transportation to be provided by LYNX hereunder, is subject at all times to the applicable statutes and rules and regulations of all applicable governmental authorities, including those of the FTA and FDOT. In the event any such statutes or rules or regulations would require a substantial and material change to this Agreement, then the parties will immediately meet to review and make acceptable adjustments to this Contract so as to comply with such statutes and rules and regulations.

12. **Litigation and Venue.** In the event any party deems it necessary to take legal action to enforce any provision of this Agreement, the venue shall be in the Circuit Court of the Ninth Judicial Circuit, in Orange County, Florida or the United States District Court for the Middle District of Florida, Orlando Division.

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

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

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

16. **Governing Law.** This Agreement shall be governed by and construed in accordance with the law of the State of Florida. The parties to this Agreement agree to comply with all applicable federal, state, and local laws, ordinances, rules and regulations pertaining to the actions contemplated by this Agreement.

17. **Construction.** Captions and section headings in this Agreement are for convenience and reference only, and shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

18. **Notices.** All notices, consents, approvals, waivers, and deletions which any party shall be required or shall desire to make or give under and in accordance with this Agreement shall be in writing and must be sent by certified United States mail with return receipt required, or by personal delivery with receipt required to the following addresses:

As to Funding Partner: Lake County
 PO Box 7800
 Tavares, Florida 32778
 Attn: Darren Gray, County Manager

With copy to: Lake County
 PO Box 7800
 Tavares, Florida 32778
 Attn: Sandy Minkoff, County Attorney

With copy to: Lake County Community Services
 PO Box 7800
 Tavares, Florida 32778
 Attn: Public Transportation Director

With copy to: Lake County Community Services
PO Box 7800
Tavares, Florida 32778
Attn: Financial Analyst

As to LYNX: Central Florida Regional Transportation Authority
455 North Garland Avenue
Orlando, Florida 32801-1518
Attn: John M. Lewis, Jr., Chief Executive Officer

With copy to: Central Florida Regional Transportation Authority
455 North Garland Avenue
Orlando, Florida 32801-1518
Attn: Blanche W. Sherman, Interim Chief Financial Officer

With a copy to: Akerman Senterfitt
420 South Orange Avenue, Suite 1200
Orlando, Florida 32801
Attn: Patrick T. Christiansen, Esq.

19. **Binding Agreement.** This Agreement is binding upon the parties and shall inure to their successors or assigns.

20. **Effective Date.** The effective date of this Agreement shall be the date of its execution by the last party to execute this Agreement. Unless terminated earlier in accordance with Section 7 of this Agreement, this Agreement will terminate on September 30, 2013, except for the provisions of this Agreement which by their terms survive the termination of this Agreement and is effective.

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

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

23. **Entirety of the Agreement.** This Agreement constitutes the entire Agreement between the parties with respect to the specific matters contained herein and shall supersede all previous discussions, understandings, and agreements.

24. **Addendum**. There is attached hereto a certain Addendum consisting of one (1) page. To the extent there is a conflict between the terms of this Agreement and the terms of the Addendum, the terms of the Addendum will govern.

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

[Signatures appear on following page]

SIGNATURE PAGE FOR FUNDING PARTNER

ATTEST:

By: _____
Neil Kelly
Clerk to the Board of County
Commissioners of Lake County,
Florida

For the use and reliance of Lake County
only.

Approved as to form and legal sufficiency.

Sanford A. Minkoff, County Attorney

FUNDING PARTNER:

**BOARD OF COUNTY COMMISSIONERS
OF LAKE COUNTY, FLORIDA**

By: _____
Jennifer Hill, Chairman

Date: _____

As authorized for execution by the Board of
County Commissioners at their _____,
2012 regular meeting.

SIGNATURE PAGE FOR LYNX

**CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY**

This Agreement is approved as to form
for reliance only by LYNX and for no
other person and for no other purpose.

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

Date: _____

AKERMAN SENTERFITT,
Counsel for LYNX

By: _____
Patrick T. Christiansen, Esq.

Exhibit "A"

DESCRIPTION OF SERVICE AREA

Link 55 w. US 192/Four Corners

Serving: Osceola Square Mall, Old Town, Celebration, Orange Lake, Summer Bay, and Four Corners Wal-Mart



Xpress Link 204 Clermont/Downtown Orlando

Serving: Lake County Park N Ride to LYNX Central Station

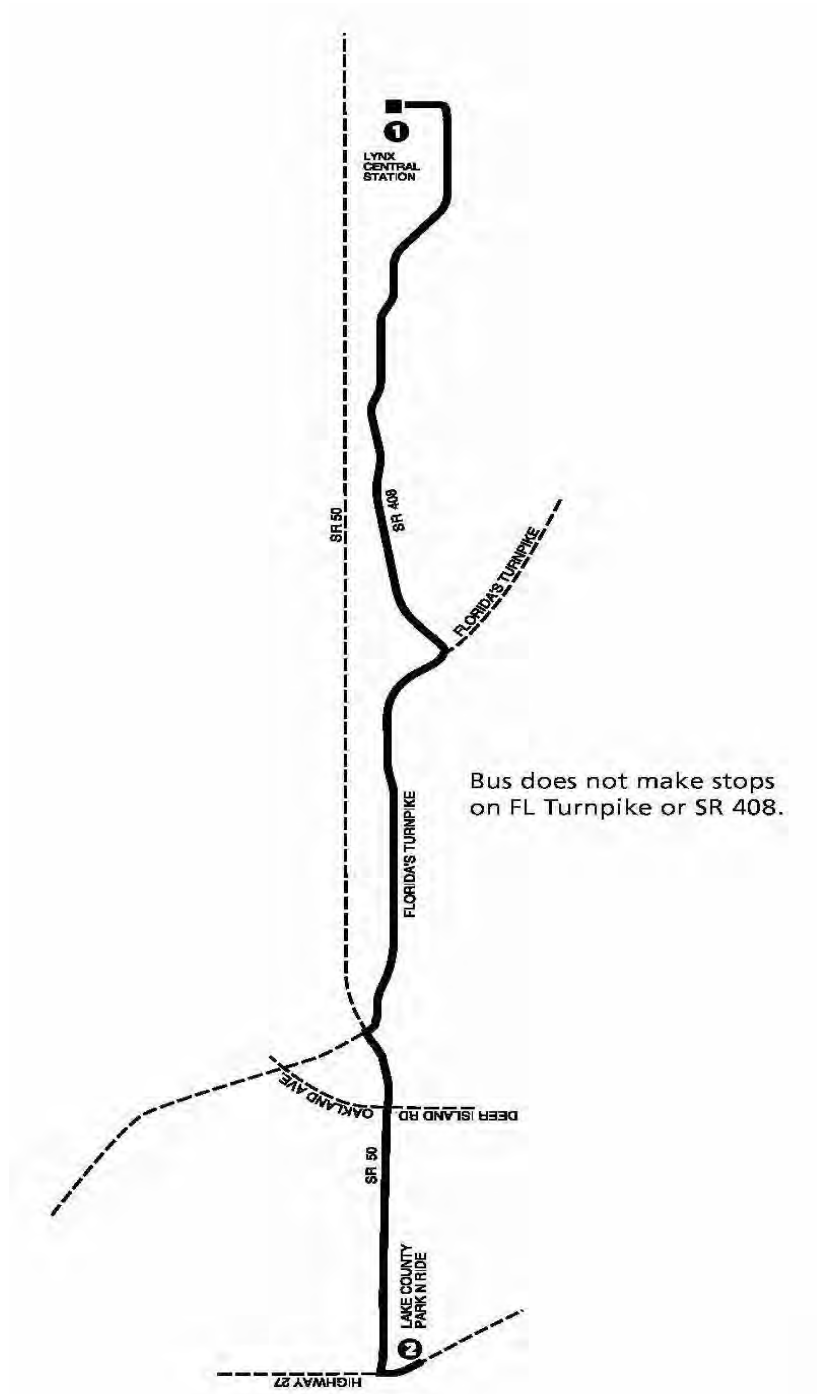


Exhibit "B"

DESCRIPTION OF APPROPRIATED AMOUNT

October through September	\$ 239,110
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Exhibit B - Lake County Transit Service Costs For FY 2013	
<i>Net Fixed Route Operating Costs</i>	<i>Cost</i>
Link 204	\$ 254,377
Link 55	134,881
Subtotal:	\$ 389,258
Less: Estimated Fares	(150,148)
Total County Transit Service Cost	\$ 239,110

FY2013 Billing Schedule:	
October 2012	\$ 19,926
November 2012	19,926
December 2012	19,926
January 2013	19,926
February 2013	19,926
March 2013	19,926
April 2013	19,926
May 2013	19,926
June 2013	19,926
July 2013	19,926
August 2013	19,926
September 2013	19,924
Annual Funding Request from County	\$ 239,110

ADDENDUM TO AGREEMENT

25. The Funding Partner, on August 26, 2008, adopted a Transportation Development Plan (the “**TDP**”), which calls for specific level of service improvements in public transportation; and

26. The Funding Partner agrees to appropriate up to a maximum of two hundred thirty-nine thousand one hundred ten dollars and zero cents (\$239,110) to LYNX for fiscal year 2011 for the provision of public transportation services within the Service Agreement in accordance with this Agreement and to be allocated as follows:

(a) The base operating expenditures funding of \$239,110 shall be for fixed-route bus service, Access LYNX, and other existing services.

(b) The \$239,110 shall be paid by the Funding Partner to LYNX in twelve (12) equal monthly installments by Funding Partner’s designated representative and shall be due on the first of each month beginning in October 2012, and payable no later than thirty (30) days after the due date. The first such payment under this Agreement shall be made no sooner than October 1, 2012 or the execution date of this Agreement. Notwithstanding the foregoing, in the event LYNX fails to submit the required quarterly reports or fails to comply with any material terms of this Agreement, the Funding Partner reserves the right to withhold the monthly payment pursuant to Section 3, of this Agreement.

SERVICE FUNDING AGREEMENT
by and between
CITY OF ORLANDO, FLORIDA
and
LYNX

THIS SERVICE FUNDING AGREEMENT (“Agreement”) is made and entered into as of October 1, 2012, by and between the City of Orlando, Florida, a charter city and political subdivision of the State of Florida, whose principal address is 400 South Orange Avenue, Orlando, Florida 32802 (hereinafter the “**Funding Partner**”), and the **CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY**, a body politic and corporate created pursuant to Part II, Chapter 343, Florida Statutes, whose principal address is 455 North Garland Avenue, Orlando, Florida 32801 (hereinafter “**LYNX**”).

WITNESSETH

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

WHEREAS, the Funding Partner recognizes the need to provide Public Transportation (as hereinafter defined) in an efficient manner and acknowledges the benefits of increased ridership on the regional transportation system; and

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

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

WHEREAS, the Funding Partner recognizes the need to maintain and improve transit services; and

WHEREAS, pursuant to Section 343.64, Florida Statutes, LYNX has the authority to own, operate, maintain, and manage a Public Transportation system in the area of Orange, Seminole and Osceola Counties; and

WHEREAS, LYNX currently provides mass transit services within the geographical limits of the Funding Partner; and

WHEREAS, pursuant to Section 343.64, Florida Statutes, LYNX has the right to contract with other governmental entities, including the Funding Partner, and has the right to accept funds from such other governmental entities; and

WHEREAS, the Funding Partner and LYNX entered into a an Interlocal Agreement for Public Transit Services dated as of October 7, 2011 (the “**Prior Fiscal Year Funding**”

Agreement”) pursuant to which the Funding Partner agreed to appropriate funds to LYNX for fiscal year 2012 (October 1, 2011 - September 30, 2012) to support LYNX Public Transportation services within the Service Area (as hereinafter defined); and

WHEREAS, the term of the Prior Fiscal Year Funding Agreement ended on September 30, 2012; and

WHEREAS, the Funding Partner has budgeted funds for the fiscal year beginning on October 1, 2012 and ending on September 30, 2013 (“**Fiscal Year**”) to support LYNX’s Public Transportation services for such fiscal year; and

WHEREAS, at present, LYNX and the Funding Partner acknowledge that the funds provided by the Funding Partner to LYNX are used as the Funding Partner’s support of the regional Public Transportation System within the Service Area only.

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

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

2. **Definitions**. The following capitalized terms shall have the following meanings:

“**Access LYNX**” means LYNX’s van transit service for medically-qualified, physically challenged transit customers.

“**ADA**” means the Americans with Disabilities Act of 1990.

“**Agreement**” means this Service Funding Agreement and its Exhibits.

“**Deadhead Hours**” means the vehicle hours of operation incurred in non-Revenue Service in support of Revenue Service (i.e., hours from the garage to the beginning of a route).

“**Deadhead Miles**” means the vehicle miles incurred in non-Revenue Service in support of Revenue Service (i.e., miles from the garage to the beginning of a route).

“**Fiscal Year**” means the twelve (12) month period commencing October 1, 2012 and ending the following September 30, 2013.

“**Fixed-Route Service**” means service provided on a repetitive, fixed-schedule basis along a specific route with vehicles stopping to pick up and deliver passengers to specific locations. Unlike demand response service, Fixed-Route Service services the same origins and destinations. Fixed-Route Service includes route deviation service, where revenue vehicles deviate from fixed-routes on a discretionary basis.

“**LYMMO**” means the Downtown Orlando bus rapid transit circulator operating under the name of LYMMO.

“**Operating Expenses**” mean the expenses associated with the operations of LYNX, and which are classified by function or activity.

“**Passenger Fares**” means the revenue earned from carrying passengers in regularly scheduled service. Passenger Fares include the base fare, distance premiums, express service premiums, transfers and quantity purchased discount fares (i.e., daily, seven-day, thirty-day, student, senior, etc. tickets and passes).

“**Passenger Trips**” means the number of fare-paying individuals who ride LYNX’s buses in any given period with each individual being counted once per boarding.

“**Public Transportation**” means transportation by a conveyance (e.g., by bus or van) that provides regular and continuing general or special transportation to the public, but does not include light rail. “Special transportation” includes transportation services being provided to the public pursuant to the ADA.

“**Revenue Hours**” means the hours a vehicle travels while in Revenue Service, which excludes Deadhead Hours.

“**Revenue Miles**” means the miles a vehicle travels while in Revenue Service, which excludes Deadhead Miles.

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

“**Service Area**” means generally the geographic area or the Fixed-Route Service, as the case may be, described and set forth in **Exhibit “A”**, attached hereto.

3. **Funding Partner Obligations.**

(a) The Funding Partner agrees to appropriate the amount specified on **Exhibit "A"** (the “**Appropriated Amount**”) to LYNX for the Fiscal Year for the provision of Public Transportation within the Service Area.

(b) The Appropriated Amount shall be paid by the Funding Partner to LYNX in four (4) equal quarterly installments, with each installment being due on the first day of each quarter. The first installment payment shall be due upon the later of (x) October 1, 2012 or (y) the execution date of this Agreement.

(c) If, prior to the termination date of this Agreement (as set forth in Section 19 below), the Funding Partner and LYNX fail to reach a written agreement setting forth an appropriation to LYNX for the next Fiscal Year, then, notwithstanding the termination of this Agreement, the Funding Partner shall continue to pay LYNX the monthly installment amounts due pursuant to Section 3(b) (the “**Post-Termination Payment**”) on the first day of each month

until the earliest to occur of the following: (i) LYNX and the Funding Partner reach a written agreement setting forth an appropriation for the next Fiscal Year; (ii) ninety (90) days following that date that the Funding Partner, through action taken by its governing board, notifies LYNX in writing that it wishes to terminate this Agreement and no longer receive from LYNX the Public Transportation services provided herein; or (iii) the date that LYNX actually discontinues the Public Transportation services to the Funding Partner. If so elected by LYNX, the Post-Termination Payment shall be adjusted to reflect the increase or decrease, as the case may be, in the hourly rate that the LYNX governing board approves for the next Fiscal Year, at such time as the LYNX governing board approves such new hourly rate. If LYNX and the Funding Partner fail to reach an agreement setting forth an appropriation for the next Fiscal Year by December 31, 2012, then LYNX may, within its discretion, reduce, eliminate or discontinue the provision of Public Transportation services to the Funding Partner immediately upon providing the Funding Partner with written notice of same.

(d) If, as a result of Section 3(c), the Funding Partner makes any payments to LYNX for the next Fiscal Year, then, in that event, the parties will reconcile the difference between the amount that was paid and the amount that has been agreed to be appropriated for the next Fiscal Year in the first month following the execution of the written agreement setting forth an appropriation for the next Fiscal Year.

(e) Notwithstanding anything to the contrary set forth herein, the payment of all amounts due to LYNX hereunder shall be made in compliance with the Florida Prompt Payment Act, codified at Sections 218.70 to 218.80, Florida Statutes.

4. **LYNX Obligations.**

(a) **Service.** LYNX agrees to provide Public Transportation within the Service Area during the Fiscal Year. LYNX shall request written approval from the Funding Partner prior to implementing any of the following changes which may result in a greater than 2% increase or decrease of Fixed-Route Service hours within the Service Area (as computed on an annual basis), which written approval shall not be unreasonably withheld or delayed:

- (i) Addition of route(s)
- (ii) Elimination of route(s)
- (iii) Combination of routes
- (iv) Changes to service span
- (v) Change to service frequency
- (vi) Changes in days of operation

(b) **Quarterly Reporting.** For the purposes of operations and management analysis, LYNX agrees to provide the Funding Partner quarterly written performance reports reflecting the LYNX operations of the prior quarter. The quarterly reporting periods shall end on

December 31, March 31, June 30 and September 30 and said reports shall be submitted to the Funding Partner's Office of Management and Budget and Growth Management Departments within forty-five (45) days after the end of each quarter. Each quarterly report will include the following items:

- (i) Maps and schedules for each route operating in the Service Area.
- (ii) Official LYNX monthly ridership reports showing a breakdown of actual aggregate ridership by mode (i.e., Fixed-Route Service, LYMMO, Access LYNX, Van Plan and special shuttles).
- (iii) An operational service characteristics report for current services provided, which would include (1) revenue hours, (2) revenue miles, and (3) unlinked passenger trips.
- (iv) A comparison of actual revenue and expenditures to budgeted revenues and expenditures with explanations for variances that exceed \$50,000.
- (v) A route performance report, which reports and ranks each route which is located in the County for the Funding Partner, monthly based on the following:
 - (A) Subsidy per Passenger Trip
 - (B) Passengers per trip
 - (C) Passengers per Revenue Hour
 - (D) Passengers per Revenue Mile
 - (E) Percent farebox return (i.e., percent of Operating Expenses recovered through farebox).
- (vi) Current and contemporaneous versions of the LYNX regional model, which is the model used by LYNX to apportion total Operating Expenses, less adjustments, to the Funding Partners based on Fixed-Route Service hours, ADA client trips, and flex-service hours in their service area.
 - (A) A comparison of scheduled versus actual Revenue Miles.
 - (B) A comparison of scheduled versus actual Revenue Hours.
 - (C) A schedule of unanticipated extraordinary expenses for the prior quarter.
 - (D) A list of changes to authorized staffing.
 - (E) A schedule of total training and travel expenditures for each LYNX board member and employee for the immediately preceding quarter. This

schedule should specify the training event name, attendee name(s), date(s) of travel and/or training, event location, and total expenses of each trip.

(vii) Any other information the Funding Partner reasonably requests.

(c) **Additional Reporting.** On an annual basis, within thirty (30) days of receipt, LYNX shall provide the Funding Partner with a copy of all external audits, a copy of the Comprehensive Annual Financial Report, which shall include the Report on Internal Controls, Report on Compliance with Laws and Regulations, and a copy of the management letter.

5. **Independent Contractor.** LYNX expressly acknowledges that it is acting as an independent contractor, and nothing in this Agreement is intended or shall be construed to establish an agency, partnership or joint venture relationship between the parties, their employees, agents, subcontractors, or assigns, during or after performance of this Agreement. Each party hereto agrees that it shall be solely responsible for the wrongful acts of its employees, contractors and agents. Nothing contained herein shall constitute a waiver of sovereign immunity or the provisions of Section 768.28, Florida Statutes. The foregoing shall not constitute an agreement by either party to assume any liability for the acts, omissions and/or negligence of the other party.

6. **Amendments.** This Agreement may be amended only through a written document approved by both the Funding Partner's Board of Commissioners and the LYNX Governing Board, and executed by all parties hereto.

7. **Termination of Agreement.**

(a) **For Cause.** If LYNX or the Funding Partner (the "**Breaching Party**") fails to fulfill any material covenant, term or condition of this Agreement, the other party (the "**Non-Breaching Party**") shall give the Breaching Party written notice of such failure or violation. If such failure or violation is not cured within thirty (30) days from the date on which the Breaching Party receives such notice, the Non-Breaching Party may terminate this Agreement, which shall be effective upon thirty (30) days following the Breaching Party's receipt of a written notice from the Non-Breaching Party to that effect or such later date as specified in the notice.

(b) **For Convenience.** Either LYNX or the Funding Partner may terminate this Agreement at any time upon giving notice to that effect. Such termination shall be effective upon thirty (30) days receipt of written notice of termination from the party desiring to terminate this Agreement or such later date as specified in the notice.

8. **Audit.** The Funding Partner (or its lawfully designated designee), shall have the right to audit LYNX's books and records on an annual basis to determine compliance with the terms, conditions and obligations imposed by this Agreement. The Funding Partner shall have full access to all records, documents and information, whether on paper or electronic or other media as is necessary or convenient to perform the audit.

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

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

11. **Litigation and Venue.** In the event any party deems it necessary to take legal action to enforce any provision of this Agreement, the venue shall be in the Circuit Court of the Ninth Judicial Circuit, in Orange County, Florida or the United States District Court for the Middle District of Florida, Orlando Division.

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

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

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

15. **Governing Law.** This Agreement shall be governed by and construed in accordance with the law of the State of Florida. The parties to this Agreement agree to comply with all applicable federal, state, and local laws, ordinances, rules and regulations pertaining to the actions contemplated by this Agreement.

16. **Construction.** Captions and section headings in this Agreement are for convenience and reference only, and shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

17. **Notices.** All notices, consents, approvals, waivers, and deletions which any party shall be required or shall desire to make or give under and in accordance with this Agreement shall be in writing and must be sent by certified United States mail with return receipt required, or by personal delivery with receipt required to the following addresses:

As to Funding Partner: City of Orlando
Transportation Planning Bureau
400 South Orange Avenue, P.O. Box 44990
Orlando, Florida 32802-4990
Attn: Director of Transportation

With copy to: City of Orlando
400 South Orange Avenue
Orlando, Florida 32801
Attn: City Attorney's Office

As to LYNX: Central Florida Regional Transportation Authority
455 North Garland Avenue
Orlando, Florida 32801-1518
Attn: John M. Lewis, Jr., Chief Executive Officer

With copy to: Central Florida Regional Transportation Authority
455 North Garland Avenue
Orlando, Florida 32801-1518
Attn: Blanche W. Sherman, Interim Chief Financial Officer

With a copy to: Akerman Senterfitt
420 South Orange Avenue, suite 1200
Orlando, Florida 32801
Attn: Patrick T. Christiansen, Esq.

18. **Binding Agreement.** This Agreement is binding upon the parties and shall inure to their successors or assigns.

19. **Effective Date.** The effective date of this Agreement shall be as of the date first set forth above. Unless terminated earlier in accordance with Section 7 of this Agreement, this Agreement will terminate on September 30, 2013, except for the provisions of this Agreement which by their terms survive the termination of this Agreement.

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

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

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

23. **Entirety of the Agreement.** This Agreement constitutes the entire Agreement between the parties with respect to the specific matters contained herein and shall supersede all previous discussions, understandings, and agreements.

24. **Addendum.** There is attached hereto a certain Addendum consisting of ___ pages. To the extent there is a conflict between the terms of this Agreement and the terms of the Addendum, the terms of the Addendum will govern.

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

[Signatures appear on following page]

SIGNATURE PAGE FOR FUNDING PARTNER

FUNDING PARTNER:

CITY OF ORLANDO

By: _____

Date: _____

ATTEST:

By: _____
Deputy Clerk

SIGNATURE PAGE FOR LYNX

**CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY**

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

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this _____ day of _____, 2012, by _____, and s/he acknowledged before me that s/he executed the foregoing instrument on behalf of CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY as its true act and deed, and that s/he was authorized to do so.

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

This Agreement is approved as to form for reliance only by LYNX and for no other person and for no other purpose.

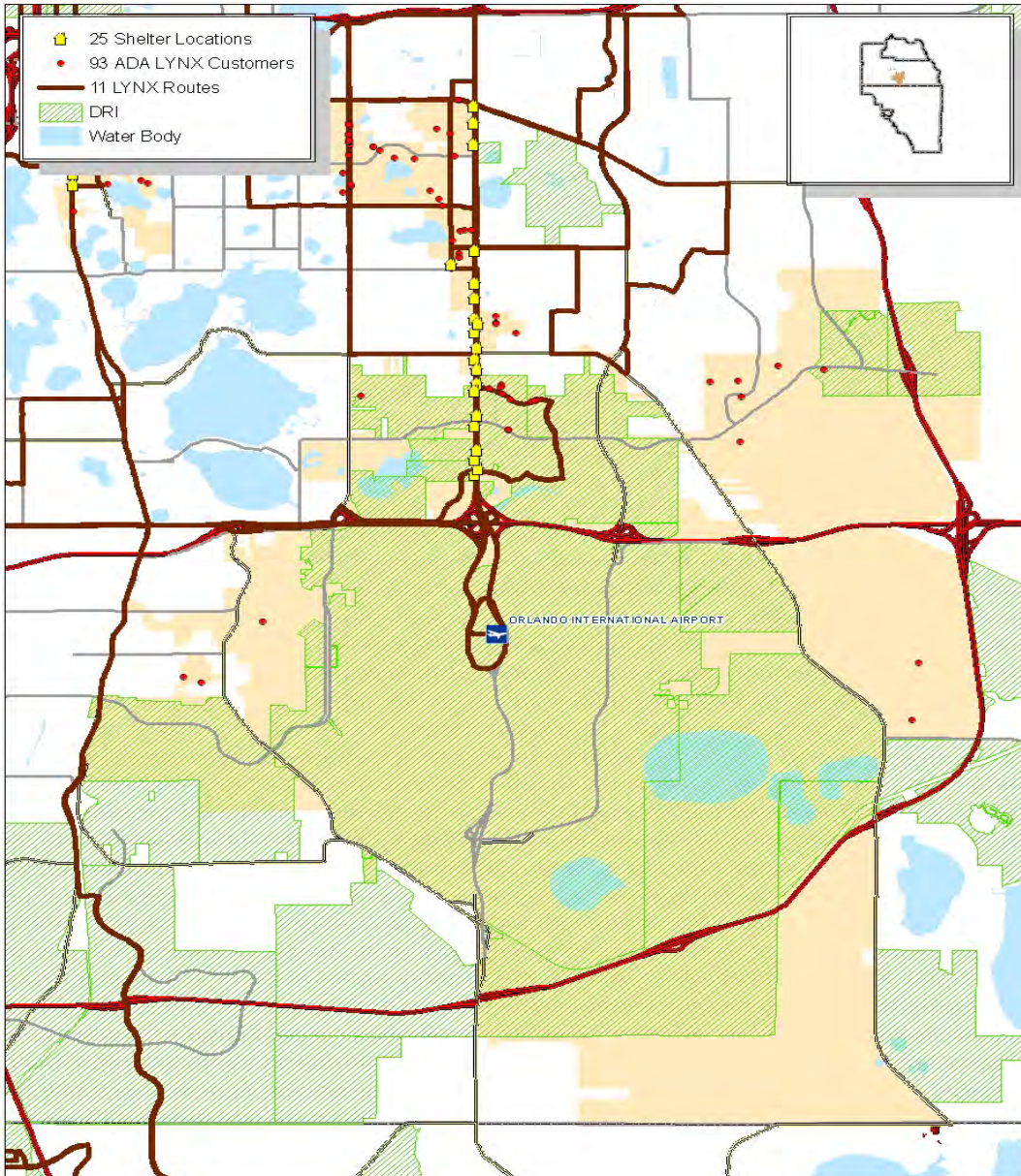
Akerman Senterfitt, Counsel for LYNX

By: _____
Patrick T. Christiansen, Esq.

Exhibit "A"

DESCRIPTION OF SERVICE AREA

LYNX Route Locations in the City of Orlando Commissioner District 1
Total Ridership FY 2011 (October 2010 - September 2011)
Access LYNX ADA Customer Locations 2011



6,235,827 Annual Rides on LYNX Routes

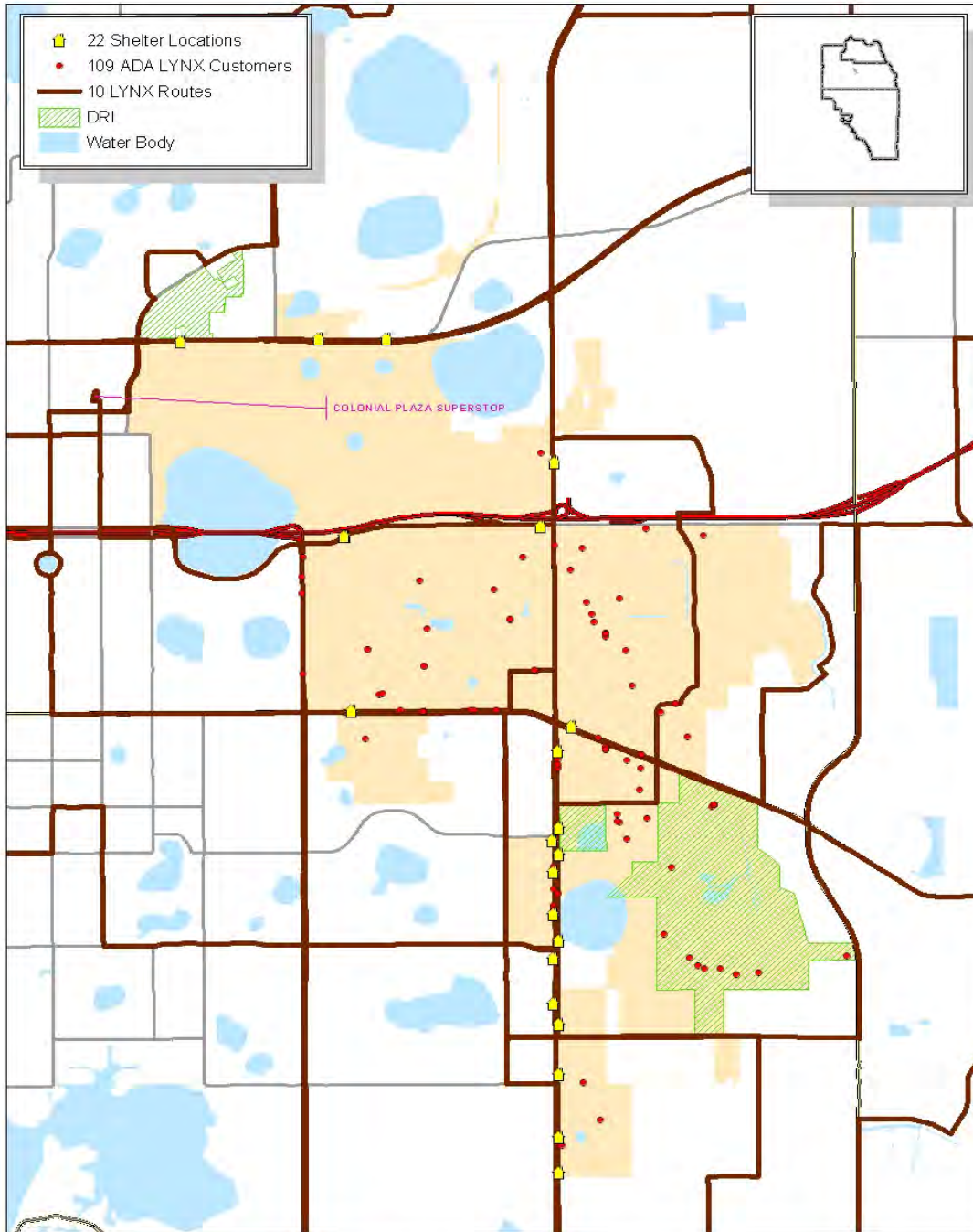
Map created by LYNX GIS
04/24/2012



LYNX Route Locations in the City of Orlando Commissioner District 2

Total Ridership FY 2011 (October 2010 - September 2011)

Access LYNX ADA Customer Locations 2011



5,489,350 Annual Rides on LYNX Routes

Map created by LYNX GIS
04/24/2012

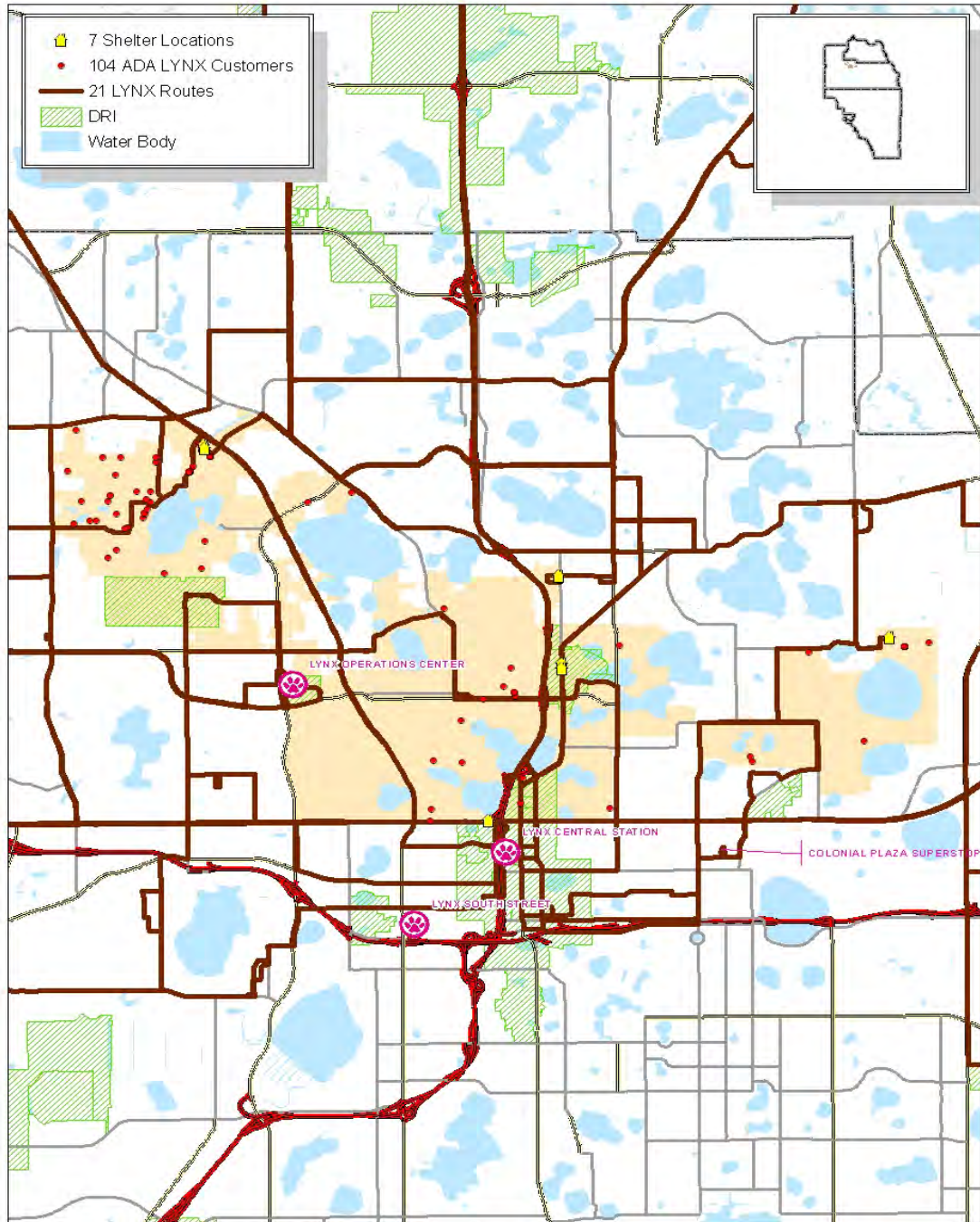
0 0.150.3 0.6 0.9
Miles



LYNX Route Locations in the City of Orlando Commissioner District 3

Total Ridership FY 2011 (October 2010 - September 2011)

Access LYNX ADA Customer Locations 2011



7,654,330 Annual Rides on LYNX Routes

Map created by LYNX GIS
04/24/2012

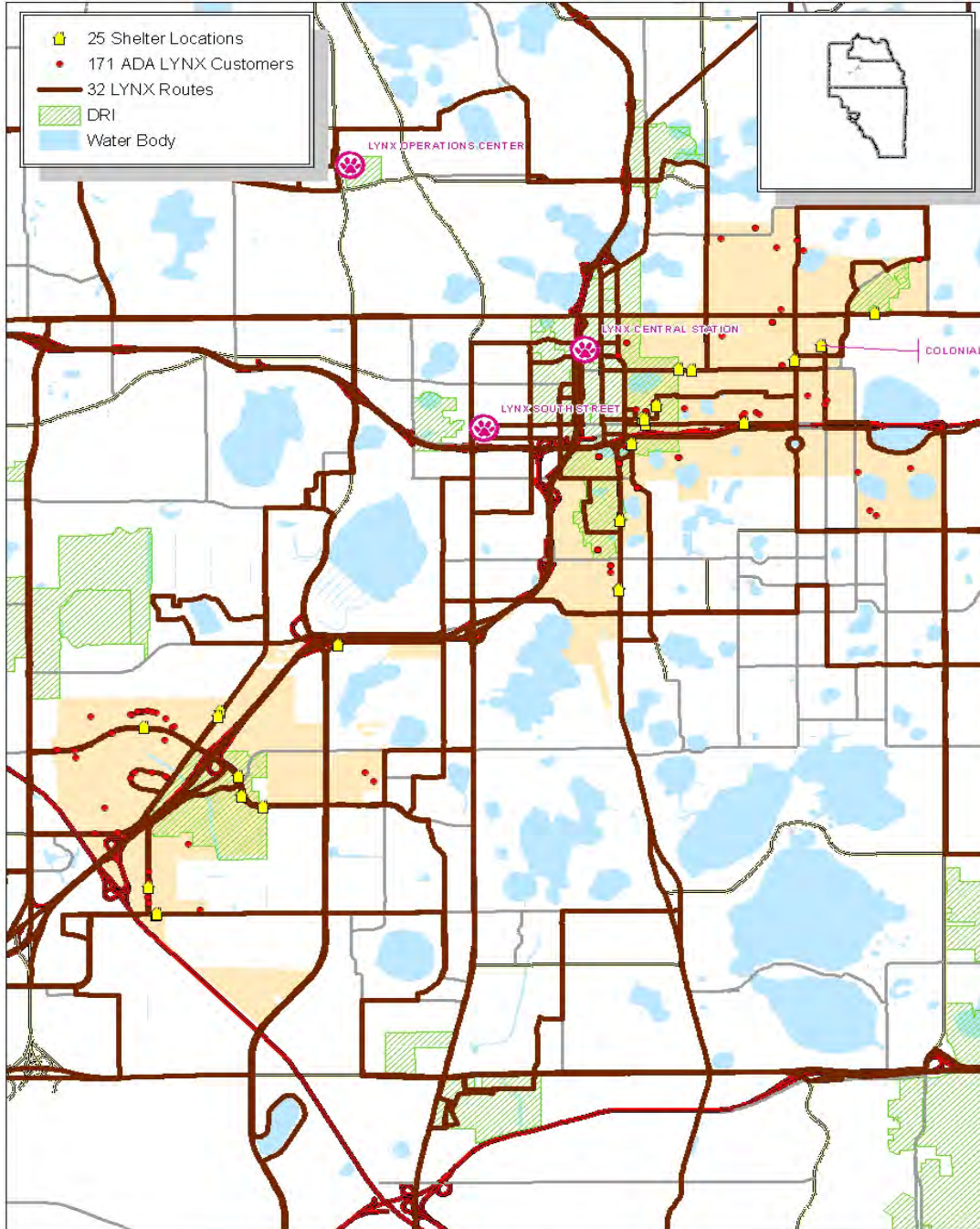
0 0.270 0.55 1.1 1.65 Miles



LYNX Route Locations in the City of Orlando Commissioner District 4

Total Ridership FY 2011 (October 2010 - September 2011)

Access LYNX ADA Customer Locations 2011



14,112,029 Annual Rides on LYNX Routes

Map created by LYNX GIS
04/24/2012

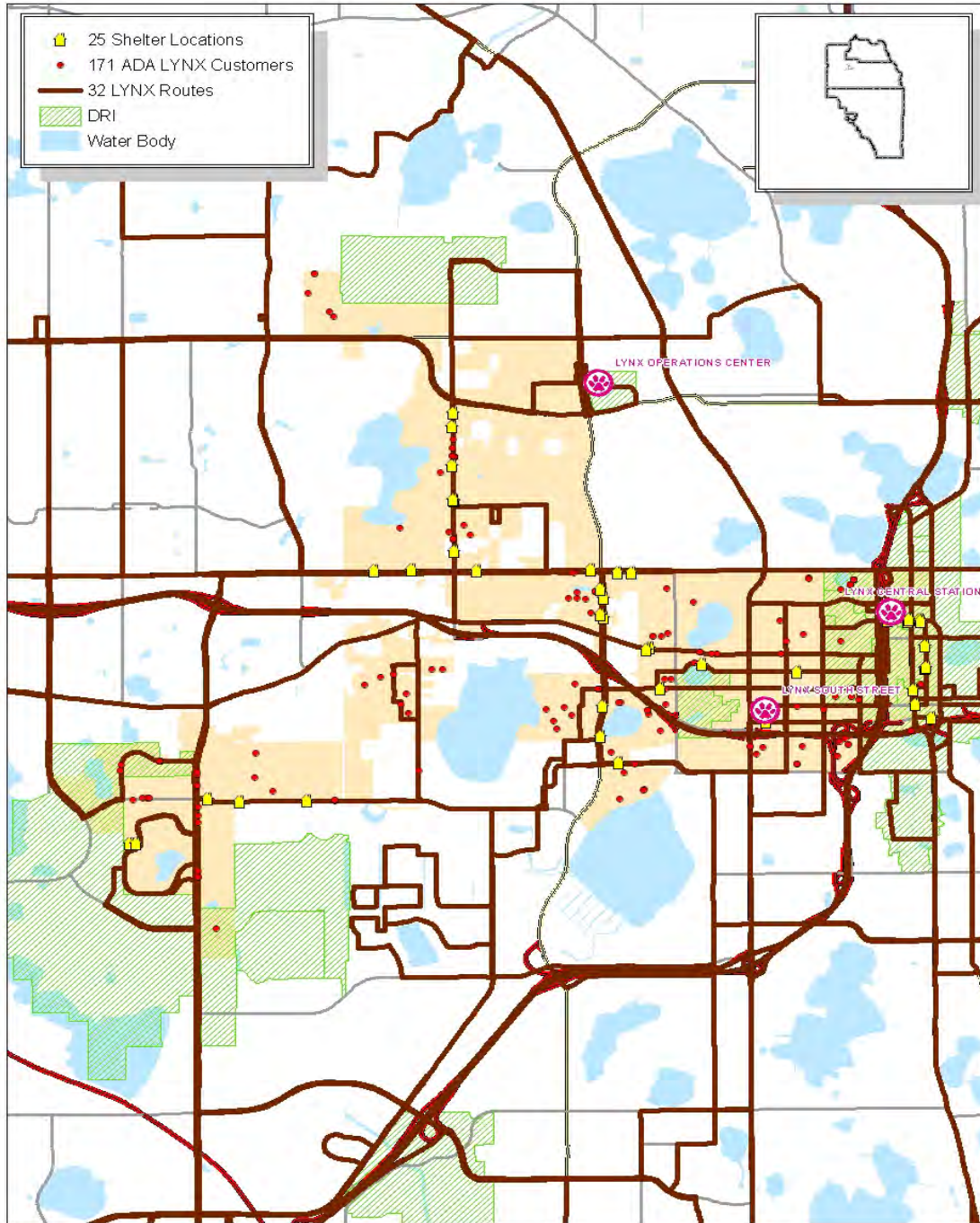
0 0.250.5 1 1.5 Miles



LYNX Route Locations in the City of Orlando Commissioner District 5

Total Ridership FY 2011 (October 2010 - September 2011)

Access LYNX ADA Customer Locations 2011



19,140,081 Annual Rides on LYNX Routes

Map created by LYNX GIS
04/24/2012

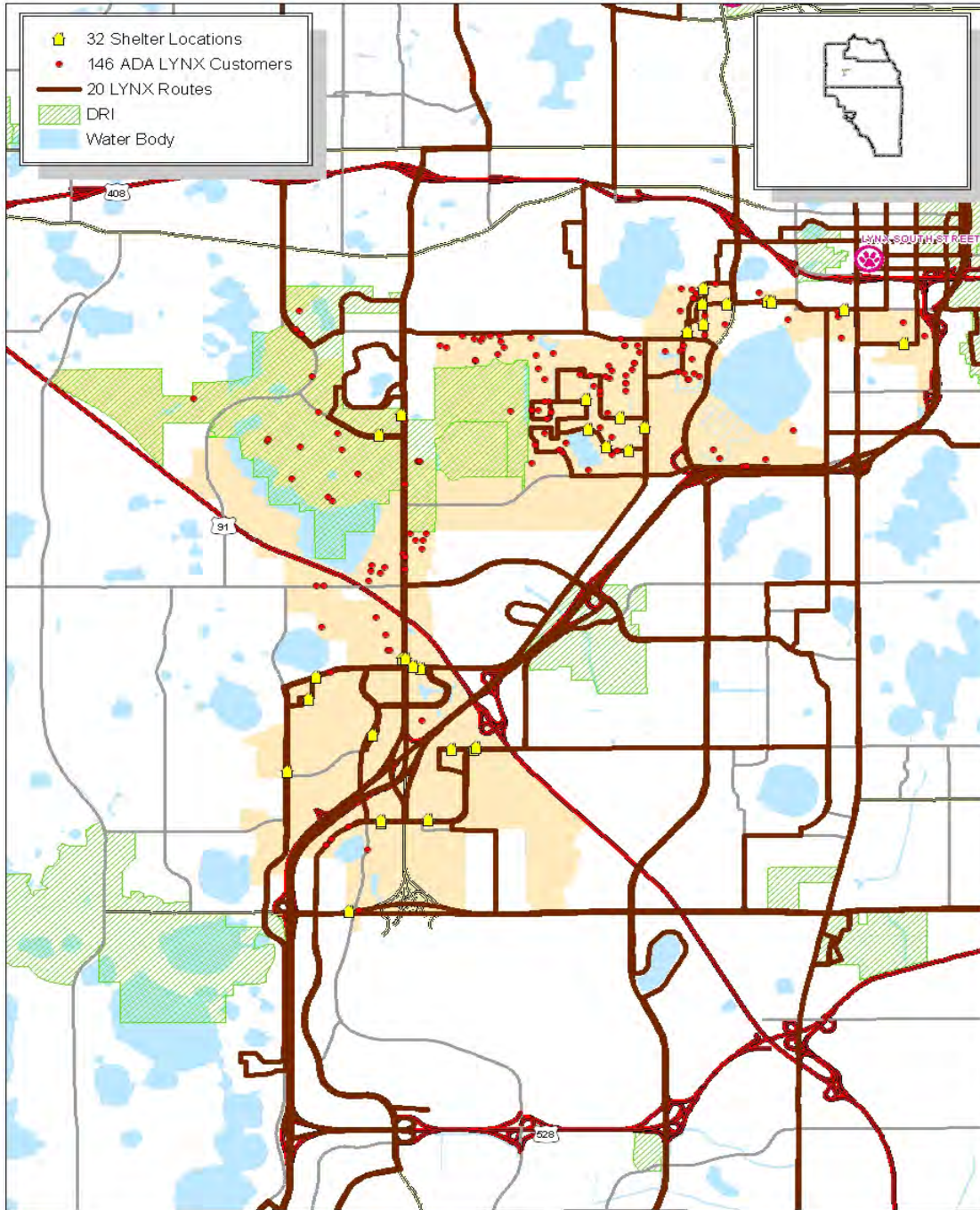
0 0.2 0.4 0.8 1.2 Miles



LYNX Route Locations in the City of Orlando Commissioner District 6

Total Ridership FY 2011 (October 2010 - September 2011)

Access LYNX ADA Customer Locations 2011



10,358,683 Annual Rides on LYNX Routes

Map created by LYNX GIS
04/24/2012

0 0.25 0.5 1 1.5 Miles



Exhibit "B"

DESCRIPTION OF APPROPRIATED AMOUNT

October through September **\$ 3,482,292**

Exhibit B City of Orlando Transit Service Costs For FY 2013	
Total City Transit Service Cost	\$ 3,482,292

FY2013 Billing Schedule:	
October 2012	\$ 870,573
January 2013	\$ 870,573
April 2013	\$ 870,573
July 2013	\$ 870,573
Annual Funding Request from City	\$ 3,482,292

ADDENDUM TO AGREEMENT

25. The Funding Partner agrees to appropriate up to a maximum of three million four hundred eighty-two thousand two hundred ninety-two dollars and zero cents (\$3,482,292) to LYNX for fiscal year 2012-2013 for the provision of public transportation services within Seminole County in accordance with this Agreement and to be allocated as follows:

(a) The base operating expenditures funding of \$3,482,292 shall be for fixed route bus service, Access LYNX, and other existing services.

(b) The \$3,482,292 shall be paid by the Funding Partner to LYNX in four (4) equal quarterly installments by Funding Partner's designated representative and shall be due on the first of each quarter beginning in October 2012, and payable no later than thirty (30) days after the due date. The first such payment under this Agreement shall be made no sooner than October 1, 2012 or the execution date of this Agreement. Notwithstanding the foregoing, in the event LYNX fails to submit the required quarterly reports or fails to comply with any material terms of this Agreement, the Funding Partner reserves the right to withhold the monthly payment pursuant to Section 3, of this Agreement.

26. The LYMMO services will be invoices in accordance with the terms set forth in a separate interlocal agreement between the City of Orlando and LYNX.

SERVICE FUNDING AGREEMENT
by and between
CITY OF ALTAMONTE SPRINGS, FLORIDA
and
LYNX

THIS SERVICE FUNDING AGREEMENT (“Agreement”) is made and entered into as of October 1, 2012, by and between the **CITY OF ALTAMONTE SPRINGS, FLORIDA**, a charter city and political subdivision of the State of Florida, whose principal address is 225 Newburyport Avenue, Altamonte Springs, Florida 32701 (hereinafter the “**Funding Partner**”), and the **CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY**, a body politic and corporate created pursuant to Part II, Chapter 343, Florida Statutes, whose principal address is 455 North Garland Avenue, Orlando, Florida 32801 (hereinafter “**LYNX**”).

WITNESSETH

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

WHEREAS, the Funding Partner recognizes the need to provide Public Transportation (as hereinafter defined) in an efficient manner and acknowledges the benefits of increased ridership on the regional transportation system; and

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

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

WHEREAS, the Funding Partner recognizes the need to maintain and improve transit services; and

WHEREAS, pursuant to Section 343.64, Florida Statutes, LYNX has the authority to own, operate, maintain, and manage a Public Transportation system in the area of Orange, Seminole and Osceola Counties; and

WHEREAS, LYNX currently provides mass transit services within the geographical limits of the Funding Partner; and

WHEREAS, pursuant to Section 343.64, Florida Statutes, LYNX has the right to contract with other governmental entities, including the Funding Partner, and has the right to accept funds from such other governmental entities; and

WHEREAS, the Funding Partner and LYNX entered into an Interlocal Agreement for Public Transit Services dated as of December 21, 2011 (the “**Prior Fiscal Year Funding Agreement**”) pursuant to which the Funding Partner agreed to appropriate funds to LYNX for

fiscal year 2012 (October 1, 2011 - September 30, 2012) to support LYNX Public Transportation services within the Service Area (as hereinafter defined); and

WHEREAS, the term of the Prior Fiscal Year Funding Agreement ended on September 30, 2012; and

WHEREAS, the Funding Partner has budgeted funds for the fiscal year beginning on October 1, 2012 and ending on September 30, 2013 (“**Fiscal Year**”) to support LYNX’s Public Transportation services for such fiscal year; and

WHEREAS, at present, LYNX and the Funding Partner acknowledge that the funds provided by the Funding Partner to LYNX are used as the Funding Partner’s support of the regional Public Transportation System within the Service Area only.

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

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

2. **Definitions.** The following capitalized terms shall have the following meanings:

“**Access LYNX**” means LYNX’s van transit service for medically-qualified, physically challenged transit customers.

“**ADA**” means the Americans with Disabilities Act of 1990.

“**Agreement**” means this Service Funding Agreement and its Exhibits.

“**Deadhead Hours**” means the vehicle hours of operation incurred in non-Revenue Service in support of Revenue Service (i.e., hours from the garage to the beginning of a route).

“**Deadhead Miles**” means the vehicle miles incurred in non-Revenue Service in support of Revenue Service (i.e., miles from the garage to the beginning of a route).

“**Fiscal Year**” means the twelve (12) month period commencing October 1, 2012 and ending the following September 30, 2013.

“**Fixed-Route Service**” means service provided on a repetitive, fixed-schedule basis along a specific route with vehicles stopping to pick up and deliver passengers to specific locations. Unlike demand response service, Fixed-Route Service services the same origins and destinations. Fixed-Route Service includes route deviation service, where revenue vehicles deviate from fixed-routes on a discretionary basis.

“**Operating Expenses**” mean the expenses associated with the operations of LYNX, and which are classified by function or activity.

“Passenger Fares” means the revenue earned from carrying passengers in regularly scheduled service. Passenger Fares include the base fare, distance premiums, express service premiums, transfers and quantity purchased discount fares (i.e., daily, seven-day, thirty-day, student, senior, etc. tickets and passes).

“Passenger Trips” means the number of fare-paying individuals who ride LYNX’s buses in any given period with each individual being counted once per boarding.

“Public Transportation” means transportation by a conveyance (e.g., by bus or van) that provides regular and continuing general or special transportation to the public, but does not include light rail. “Special transportation” includes transportation services being provided to the public pursuant to the ADA.

“Revenue Hours” means the hours a vehicle travels while in Revenue Service, which excludes Deadhead Hours.

“Revenue Miles” means the miles a vehicle travels while in Revenue Service, which excludes Deadhead Miles.

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

“Service Area” means generally the geographic area or the Fixed-Route Service, as the case may be, described and set forth in **Exhibit “A”** attached hereto.

3. Funding Partner Obligations.

(a) The Funding Partner agrees to appropriate the amount specified on **Exhibit “B”** (the **“Appropriated Amount”**) to LYNX for the Fiscal Year for the provision of Public Transportation within the Service Area.

(b) The Appropriated Amount shall be paid by the Funding Partner to LYNX in four (4) equal quarterly installments, with each installment being due on the first day of each quarter. The first installment payment shall be due upon the later of (x) October 1, 2012 or (y) the execution date of this Agreement.

(c) If, prior to the termination date of this Agreement (as set forth in Section 19 below), the Funding Partner and LYNX fail to reach a written agreement setting forth an appropriation to LYNX for the next Fiscal Year, then, notwithstanding the termination of this Agreement, the Funding Partner shall continue to pay LYNX the monthly installment amounts due pursuant to Section 3(a) (the **“Post-Termination Payment”**) on the first day of each month until the earliest to occur of the following: (i) LYNX and the Funding Partner reach a written agreement setting forth an appropriation for the next Fiscal Year; (ii) ninety (90) days following that date that the Funding Partner, through action taken by its governing board, notifies LYNX in writing that it wishes to terminate this Agreement and no longer receive from LYNX the Public Transportation services provided herein; or (iii) the date that LYNX actually discontinues the Public Transportation services to the Funding Partner. If so elected by LYNX, the Post-Termination Payment shall be adjusted to reflect the increase or decrease, as the case may be, in

the hourly rate that the LYNX governing board approves for the next Fiscal Year, at such time as the LYNX governing board approves such new hourly rate. If LYNX and the Funding Partner fail to reach an agreement setting forth an appropriation for the next Fiscal Year by December 31, 2013, then LYNX may, within its discretion, reduce, eliminate or discontinue the provision of Public Transportation services to the Funding Partner immediately upon providing the Funding Partner with written notice of same.

(d) If, as a result of Section 3(b), the Funding Partner makes any payments to LYNX for the next Fiscal Year, then, in that event, the parties will reconcile the difference between the amount that was paid and the amount that has been agreed to be appropriated for the next Fiscal Year in the first month following the execution of the written agreement setting forth an appropriation for the next Fiscal Year.

(e) Notwithstanding anything to the contrary set forth herein, the payment of all amounts due to LYNX hereunder shall be made in compliance with the Florida Prompt Payment Act, codified at Sections 218.70 to 218.80, Florida Statutes.

4. **LYNX Obligations.**

(a) **Service.** LYNX agrees to provide Public Transportation within the Service Area during the Fiscal Year. LYNX shall request written approval from the Funding Partner prior to implementing any of the following changes which may result in a greater than 2% increase or decrease of Fixed-Route Service hours within the Service Area (as computed on an annual basis), which written approval shall not be unreasonably withheld or delayed:

- (i) Addition of route(s)
- (ii) Elimination of route(s)
- (iii) Combination of routes
- (iv) Changes to service span
- (v) Change to service frequency
- (vi) Changes in days of operation

(b) **Quarterly Reporting.** For the purposes of operations and management analysis, LYNX agrees to provide the Funding Partner quarterly written performance reports reflecting the LYNX operations of the prior quarter. The quarterly reporting periods shall end on December 31, March 31, June 30 and September 30 and said reports shall be submitted to the Funding Partner's Office of Management and Budget and Growth Management Departments within forty-five (45) days after the end of each quarter. Each quarterly report will include the following items:

- (i) Maps and schedules for each route operating in the Service Area.

(ii) Official LYNX monthly ridership reports showing a breakdown of actual aggregate ridership by mode (i.e., Fixed-Route Service, LYMMO, Access LYNX, Van Plan and special shuttles).

(iii) An operational service characteristics report for current services provided, which would include (1) revenue hours, (2) revenue miles, and (3) unlinked passenger trips.

(iv) A comparison of actual revenue and expenditures to budgeted revenues and expenditures with explanations for variances that exceed \$50,000.

(v) A route performance report, which reports and ranks each route which is located in the County for the Funding Partner, monthly based on the following:

(A) Subsidy per Passenger Trip

(B) Passengers per trip

(C) Passengers per Revenue Hour

(D) Passengers per Revenue Mile

(E) Percent farebox return (i.e., percent of Operating Expenses recovered through farebox).

(vi) Current and contemporaneous versions of the LYNX regional model, which is the model used by LYNX to apportion total Operating Expenses, less adjustments, to the Funding Partners based on Fixed-Route Service hours, ADA client trips, and flex-service hours in their service area.

(A) A comparison of scheduled versus actual Revenue Miles.

(B) A comparison of scheduled versus actual Revenue Hours.

(C) A schedule of unanticipated extraordinary expenses for the prior quarter.

(D) A list of changes to authorized staffing.

(E) A schedule of total training and travel expenditures for each LYNX board member and employee for the immediately preceding quarter. This schedule should specify the training event name, attendee name(s), date(s) of travel and/or training, event location, and total expenses of each trip.

(vii) Any other information the Funding Partner reasonably requests.

(c) **Additional Reporting.** On an annual basis, within thirty (30) days of receipt, LYNX shall provide the Funding Partner with a copy of all external audits, a copy of the

Comprehensive Annual Financial Report, which shall include the Report on Internal Controls, Report on Compliance with Laws and Regulations, and a copy of the management letter.

5. **Independent Contractor.** LYNX expressly acknowledges that it is acting as an independent contractor, and nothing in this Agreement is intended or shall be construed to establish an agency, partnership or joint venture relationship between the parties, their employees, agents, subcontractors, or assigns, during or after performance of this Agreement. Each party hereto agrees that it shall be solely responsible for the wrongful acts of its employees, contractors and agents. Nothing contained herein shall constitute a waiver of sovereign immunity or the provisions of Section 768.28, Florida Statutes. The foregoing shall not constitute an agreement by either party to assume any liability for the acts, omissions and/or negligence of the other party.

6. **Amendments.** This Agreement may be amended only through a written document approved by both the Funding Partner's Board of Commissioners and the LYNX Governing Board, and executed by all parties hereto.

7. **Termination of Agreement.**

(a) **For Cause.** If LYNX or the Funding Partner (the "**Breaching Party**") fails to fulfill any material covenant, term or condition of this Agreement, the other party (the "**Non-Breaching Party**") shall give the Breaching Party written notice of such failure or violation. If such failure or violation is not cured within thirty (30) days from the date on which the Breaching Party receives such notice, the Non-Breaching Party may terminate this Agreement, which shall be effective upon thirty (30) days following the Breaching Party's receipt of a written notice from the Non-Breaching Party to that effect or such later date as specified in the notice.

(b) **For Convenience.** Either LYNX or the Funding Partner may terminate this Agreement at any time upon giving notice to that effect. Such termination shall be effective upon thirty (30) days receipt of written notice of termination from the party desiring to terminate this Agreement or such later date as specified in the notice.

8. **Audit.** The Funding Partner (or its lawfully designated designee), shall have the right to audit LYNX's books and records on an annual basis to determine compliance with the terms, conditions and obligations imposed by this Agreement. The Funding Partner shall have full access to all records, documents and information, whether on paper or electronic or other media as is necessary or convenient to perform the audit.

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

10. **Record Keeping Procedure.** LYNX shall keep and maintain accurate records of all services rendered in the performance of this Agreement and shall keep such records open to inspection by the Funding Partner at reasonable hours during the entire term of this Agreement,

With copy to: City of Altamonte Springs
225 Newburyport Avenue
Altamonte Springs, FL 32701
Attention: Community Redevelopment Agency

As to LYNX: Central Florida Regional Transportation Authority
455 North Garland Avenue
Orlando, Florida 32801-1518
Attn: John M. Lewis, Jr., Chief Executive Officer

With copy to: Central Florida Regional Transportation Authority
455 North Garland Avenue
Orlando, Florida 32801-1518
Attn: Blanche W. Sherman, Interim Chief Financial Officer

With a copy to: Akerman Senterfitt
420 South Orange Avenue, suite 1200
Orlando, Florida 32801
Attn: Patrick T. Christiansen, Esq.

18. **Binding Agreement.** This Agreement is binding upon the parties and shall inure to their successors or assigns.

19. **Effective Date.** The effective date of this Agreement shall be as of the date first set forth above. Unless terminated earlier in accordance with Section 7 of this Agreement, this Agreement will terminate on September 30, 2013, except for the provisions of this Agreement which by their terms survive the termination of this Agreement.

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

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

22. **Recording.** This Agreement shall be filed with the Clerk of the County Court of Seminole County, Florida, or such other public official responsible under general or special law for the public records of the City of Altamonte Springs, Florida, in accordance with Section 163.01, Florida Statutes.

23. **Entirety of the Agreement.** This Agreement constitutes the entire Agreement between the parties with respect to the specific matters contained herein and shall supersede all previous discussions, understandings, and agreements.

24. **Addendum.** There is attached hereto a certain Addendum consisting of one (1) page. To the extent there is a conflict between the terms of this Agreement and the terms of the Addendum, the terms of the Addendum will govern.

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

[Signatures appear on following page]

SIGNATURE PAGE FOR FUNDING PARTNER

FUNDING PARTNER:

CITY OF ALTAMONTE SPRINGS

By: _____
Patricia Bates, Mayor

Date: _____

ATTEST:

By: _____
Deputy Clerk

SIGNATURE PAGE FOR LYNX

**CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY**

This Agreement is approved as to form
for reliance only by LYNX and for no
other person and for no other purpose.

AKERMAN SENTERFITT,
Counsel for LYNX

By: _____
Patrick T. Christiansen, Esq.

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

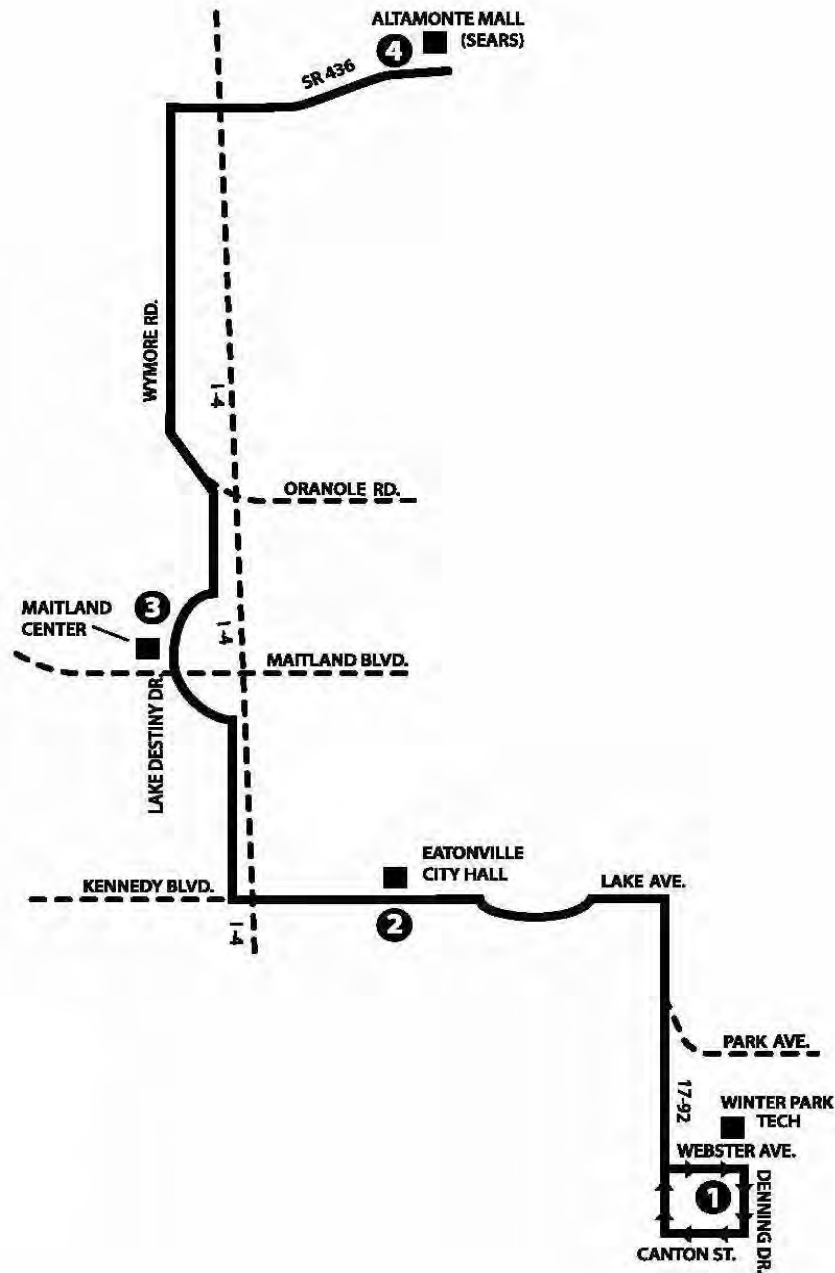
Date: _____

Exhibit "A"

DESCRIPTION OF SERVICE AREA

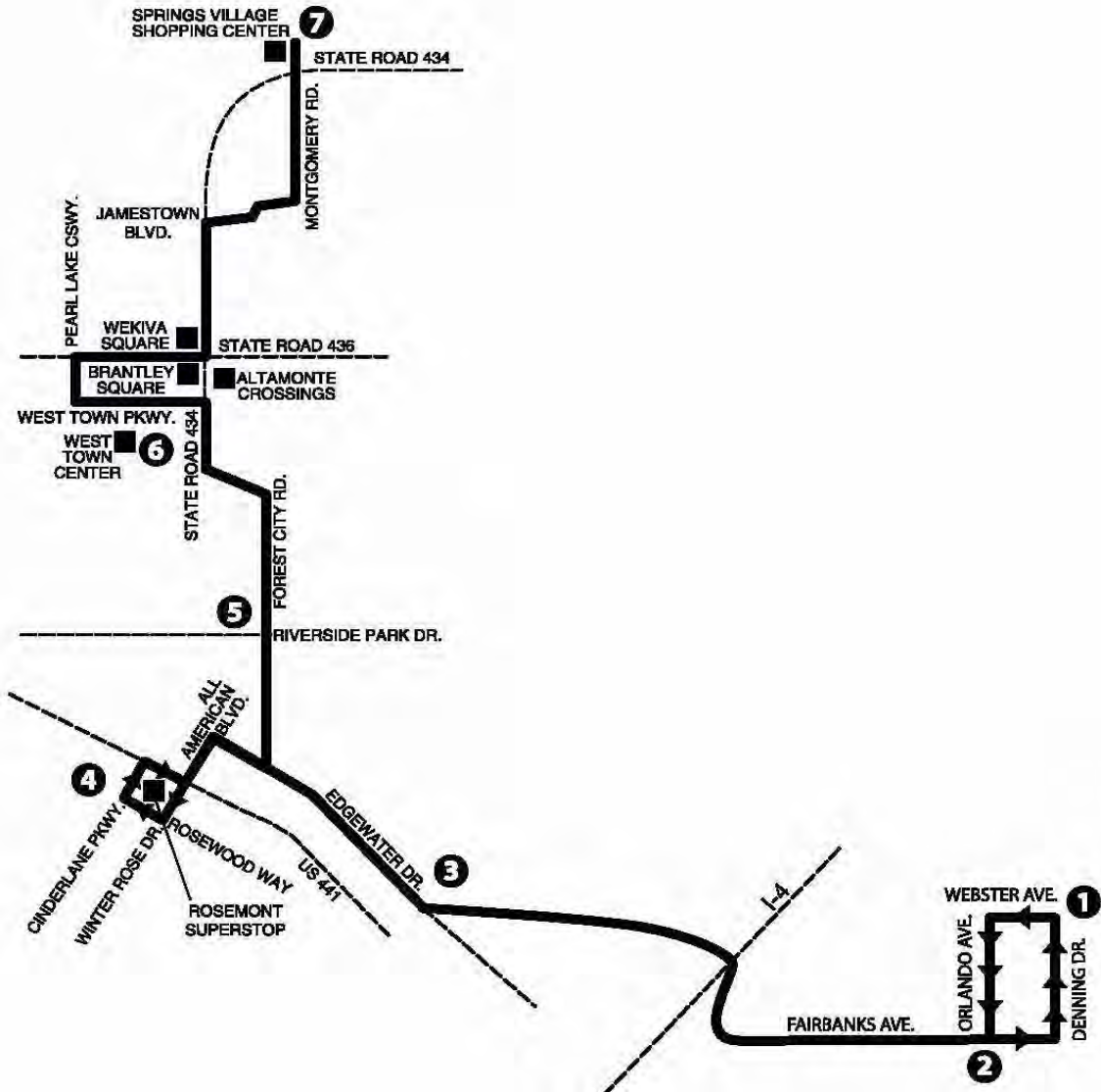
LINK 1 Winter Park/Altamonte Springs

Servicing: Winter Park Tech, Eatonville, Maitland Center, and Altamonte Mall



LINK 23 Winter Park/Springs Village

Serving: Winter Park Tech, Rosemont SuperStop, West Town Center Walmart, and Springs Village Shopping Center



LINK 41 SR 436 Crosstown

Serving: Apopka, Apopka SuperStop, West Town Center, Altamonte Mall, Florida Hospital Altamonte, Fern Park, Casselberry, Azalea Park, and Orlando International Airport

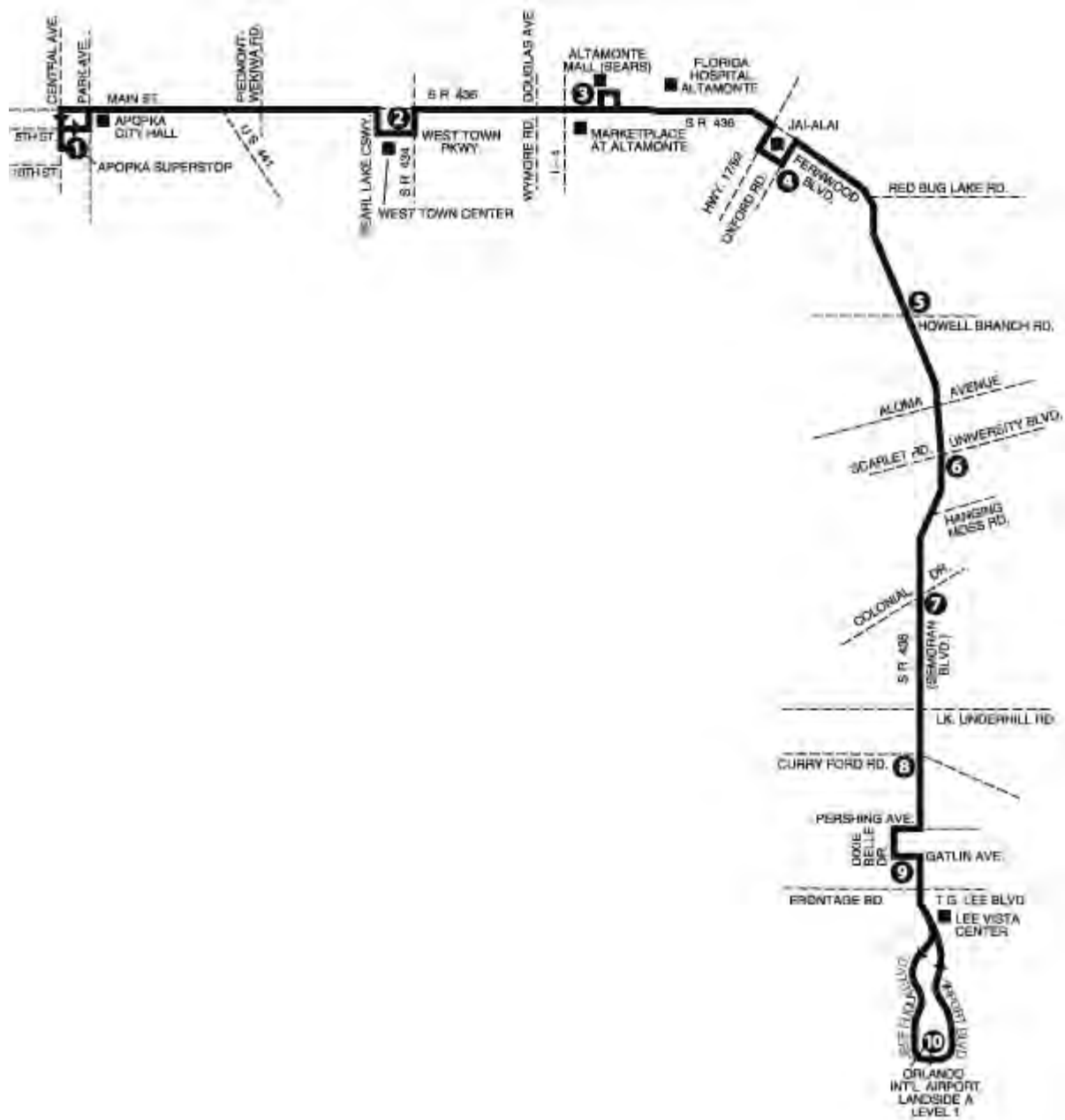


Exhibit "B"

DESCRIPTION OF APPROPRIATED AMOUNT

October through September

\$ 120,900

Exhibit B City of Altamonte Springs Transit Service Costs For FY 2013	
Total County Transit Service Cost	\$ 120,900

FY2012 Billing Schedule:	
October 2012	\$ 30,225
January 2013	\$ 30,225
April 2013	\$ 30,225
July 2013	\$ 30,225
Annual Funding Request from City	\$ 120,900

ADDENDUM TO AGREEMENT

25. WHEREAS, the Funding Partner, on October 5, 2010, adopted City of Altamonte Springs Comprehensive Plan, "City Plan 2030", and

26. The Funding Partner agrees to appropriate up to a maximum of one hundred twenty thousand nine hundred dollars and zero cents (\$120,900) to LYNX for fiscal year 2012/2013 for the provision of public transportation services within the Service Agreement in accordance with this Agreement and to be allocated as follows:

(a) The base operating expenditures funding of \$120,900 shall be for fixed route bus service and other existing services.

(b) The \$120,900 shall be paid by the Funding Partner to LYNX in four (4) equal quarterly installments by Funding Partner's designated representative and shall be due on the first of each quarter beginning in October 2012, and payable no later than thirty (30) days after the due date. The first such payment under this Agreement shall be made no sooner than October 1, 2012 or the execution date of this Agreement. Notwithstanding the foregoing, in the event LYNX fails to submit the required quarterly reports or fails to comply with any material terms of this Agreement, the Funding Partner reserves the right to withhold the monthly payment pursuant to Section 3, of this Agreement.

SERVICE FUNDING AGREEMENT

**by and between
CITY OF SANFORD, FLORIDA
and
LYNX**

THIS SERVICE FUNDING AGREEMENT (“Agreement”) is made and entered into as of October 1, 2012, by and between **City of Sanford, Florida**, a charter city and political subdivision of the State of Florida, whose principal address is 300 N. Park Avenue, Sanford, Florida 32771 (hereinafter the “**Funding Partner**”), and the **CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY**, a body politic and corporate created pursuant to Part II, Chapter 343, Florida Statutes, whose principal address is 455 North Garland Avenue, Orlando, Florida 32801 (hereinafter “**LYNX**”).

WITNESSETH

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

WHEREAS, the Funding Partner recognizes the need to provide Public Transportation (as hereinafter defined) in an efficient manner and acknowledges the benefits of increased ridership on the regional transportation system; and

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

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

WHEREAS, the Funding Partner recognizes the need to maintain and improve transit services; and

WHEREAS, pursuant to Section 343.64, Florida Statutes, LYNX has the authority to own, operate, maintain, and manage a Public Transportation system in the area of Orange, Seminole and Osceola Counties; and

WHEREAS, LYNX currently provides mass transit services within the geographical limits of the Funding Partner; and

WHEREAS, pursuant to Section 343.64, Florida Statutes, LYNX has the right to contract with other governmental entities, including the Funding Partner, and has the right to accept funds from such other governmental entities; and

WHEREAS, the Funding Partner and LYNX entered into a Funding Agreement, dated as of January 9, 2012 (the “**Prior Fiscal Year Funding Agreement**”) pursuant to which the Funding Partner agreed to appropriate funds to LYNX for fiscal year 2012 (October 1, 2011 -

September 30, 2012) to support LYNX Public Transportation services within the Service Area (as hereinafter defined); and

WHEREAS, the term of the Prior Fiscal Year Funding Agreement ended on September 30, 2012; and

WHEREAS, the Funding Partner has budgeted funds for the fiscal year beginning on October 1, 2012 and ending on September 30, 2013 (“**Fiscal Year**”) to support LYNX’s Public Transportation services for such fiscal year; and

WHEREAS, at present, LYNX and the Funding Partner acknowledge that the funds provided by the Funding Partner to LYNX are used as the Funding Partner’s support of the regional Public Transportation System within the Service Area only.

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

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

2. **Definitions.** The following capitalized terms shall have the following meanings:

“**Access LYNX**” means LYNX’s van transit service for medically-qualified, physically challenged transit customers.

“**ADA**” means the Americans with Disabilities Act of 1990.

“**Agreement**” means this Service Funding Agreement and its Exhibits.

“**Deadhead Hours**” means the vehicle hours of operation incurred in non-Revenue Service in support of Revenue Service (i.e., hours from the garage to the beginning of a route).

“**Deadhead Miles**” means the vehicle miles incurred in non-Revenue Service in support of Revenue Service (i.e., miles from the garage to the beginning of a route).

“**Fiscal Year**” means the twelve (12) month period commencing October 1, 2012 and ending the following September 30, 2013.

“**Fixed-Route Service**” means service provided on a repetitive, fixed-schedule basis along a specific route with vehicles stopping to pick up and deliver passengers to specific locations. Unlike demand response service, Fixed-Route Service services the same origins and destinations. Fixed-Route Service includes route deviation service, where revenue vehicles deviate from fixed-routes on a discretionary basis.

“**Operating Expenses**” mean the expenses associated with the operations of LYNX, and which are classified by function or activity.

“**Passenger Fares**” means the revenue earned from carrying passengers in regularly scheduled service. Passenger Fares include the base fare, distance premiums, express service premiums, transfers and quantity purchased discount fares (i.e., daily, seven-day, thirty-day, student, senior, etc. tickets and passes).

“**Passenger Trips**” means the number of fare-paying individuals who ride LYNX’s buses in any given period with each individual being counted once per boarding.

“**Public Transportation**” means transportation by a conveyance (e.g., by bus or van) that provides regular and continuing general or special transportation to the public, but does not include light rail. “Special transportation” includes transportation services being provided to the public pursuant to the ADA.

“**Revenue Hours**” means the hours a vehicle travels while in Revenue Service, which excludes Deadhead Hours.

“**Revenue Miles**” means the miles a vehicle travels while in Revenue Service, which excludes Deadhead Miles.

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

“**Service Area**” means generally the unincorporated area of the Funding Partner.

3. **Funding Partner Obligations.**

(a) The Funding Partner agrees to appropriate the amount specified on **Exhibit "A"** (the “**Appropriated Amount**”) to LYNX for the Fiscal Year for the provision of Public Transportation within the Service Area.

(b) The Appropriated Amount shall be paid by the Funding Partner to LYNX in twelve (12) equal monthly installments, with each installment being due on the first day of each month. The first installment payment shall be due upon the later of (x) October 1, 2012 or (y) the execution date of this Agreement.

(c) If, prior to the termination date of this Agreement (as set forth in Section 19 below), the Funding Partner and LYNX fail to reach a written agreement setting forth an appropriation to LYNX for the next Fiscal Year, then, notwithstanding the termination of this Agreement, the Funding Partner shall continue to pay LYNX the monthly installment amounts due pursuant to Section 3(a) (the “**Post-Termination Payment**”) on the first day of each month until the earliest to occur of the following: (i) LYNX and the Funding Partner reach a written agreement setting forth an appropriation for the next Fiscal Year; (ii) ninety (90) days following that date that the Funding Partner, through action taken by its governing board, notifies LYNX in writing that it wishes to terminate this Agreement and no longer receive from LYNX the Public Transportation services provided herein; or (iii) the date that LYNX actually discontinues the Public Transportation services to the Funding Partner. If so elected by LYNX, the Post-Termination Payment shall be adjusted to reflect the increase or decrease, as the case may

be, in the hourly rate that the LYNX governing board approves for the next Fiscal Year, at such time as the LYNX governing board approves such new hourly rate. If LYNX and the Funding Partner fail to reach an agreement setting forth an appropriation for the next Fiscal Year by December 31, 2012, then LYNX may, within its discretion, reduce, eliminate or discontinue the provision of Public Transportation services to the Funding Partner immediately upon providing the Funding Partner with written notice of same.

(d) If, as a result of Section 3(b), the Funding Partner makes any payments to LYNX for the next Fiscal Year, then, in that event, the parties will reconcile the difference between the amount that was paid and the amount that has been agreed to be appropriated for the next Fiscal Year in the first month following the execution of the written agreement setting forth an appropriation for the next Fiscal Year.

(e) Notwithstanding anything to the contrary set forth herein, the payment of all amounts due to LYNX hereunder shall be made in compliance with the Florida Prompt Payment Act, codified at Sections 218.70 to 218.80, Florida Statutes.

4. **LYNX Obligations.**

(a) **Service.** LYNX agrees to provide Public Transportation within the Service Area during the Fiscal Year. LYNX shall request written approval from the Funding Partner prior to implementing any of the following changes which may result in a greater than 2% increase or decrease of Fixed-Route Service hours within the Service Area (as computed on an annual basis), which written approval shall not be unreasonably withheld or delayed:

- (i) Addition of route(s)
- (ii) Elimination of route(s)
- (iii) Combination of routes
- (iv) Changes to service span
- (v) Change to service frequency
- (vi) Changes in days of operation

(b) **Quarterly Reporting.** For the purposes of operations and management analysis, LYNX agrees to provide the Funding Partner quarterly written performance reports reflecting the LYNX operations of the prior quarter. The quarterly reporting periods shall end on December 31, March 31, June 30 and September 30 and said reports shall be submitted to the Funding Partner's Office of Management and Budget and Growth Management Departments within forty-five (45) days after the end of each quarter. Each quarterly report will include the following items:

- (i) Maps and schedules for each route operating in the Service Area.

(ii) Official LYNX monthly ridership reports showing a breakdown of actual aggregate ridership by mode (i.e., Fixed-Route Service, LYMMO, Access LYNX, Van Plan and special shuttles).

(iii) An operational service characteristics report for current services provided, which would include (1) revenue hours, (2) revenue miles, and (3) unlinked passenger trips.

(iv) A comparison of actual revenue and expenditures to budgeted revenues and expenditures with explanations for variances that exceed \$50,000.

(v) A route performance report, which reports and ranks each route which is located in the County for the Funding Partner, monthly based on the following:

(A) Subsidy per Passenger Trip

(B) Passengers per trip

(C) Passengers per Revenue Hour

(D) Passengers per Revenue Mile

(E) Percent farebox return (i.e., percent of Operating Expenses recovered through farebox).

(vi) Current and contemporaneous versions of the LYNX regional model, which is the model used by LYNX to apportion total Operating Expenses, less adjustments, to the Funding Partners based on Fixed-Route Service hours, ADA client trips, and flex-service hours in their service area.

(A) A comparison of scheduled versus actual Revenue Miles.

(B) A comparison of scheduled versus actual Revenue Hours.

(C) A schedule of unanticipated extraordinary expenses for the prior quarter.

(D) A list of changes to authorized staffing.

(E) A schedule of total training and travel expenditures for each LYNX board member and employee for the immediately preceding quarter. This schedule should specify the training event name, attendee name(s), date(s) of travel and/or training, event location, and total expenses of each trip.

(vii) Any other information the Funding Partner reasonably requests.

(c) **Additional Reporting.** On an annual basis, within thirty (30) days of receipt, LYNX shall provide the Funding Partner with a copy of all external audits, a copy of the Comprehensive Annual Financial Report, which shall include the Report on Internal Controls, Report on Compliance with Laws and Regulations, and a copy of the management letter.

5. **Independent Contractor.** LYNX expressly acknowledges that it is acting as an independent contractor, and nothing in this Agreement is intended or shall be construed to establish an agency, partnership or joint venture relationship between the parties, their employees, agents, subcontractors, or assigns, during or after performance of this Agreement. Each party hereto agrees that it shall be solely responsible for the wrongful acts of its employees, contractors and agents. Nothing contained herein shall constitute a waiver of sovereign immunity or the provisions of Section 768.28, Florida Statutes. The foregoing shall not constitute an agreement by either party to assume any liability for the acts, omissions and/or negligence of the other party.

6. **Amendments.** This Agreement may be amended only through a written document approved by both the Funding Partner's Board of Commissioners and the LYNX Governing Board, and executed by all parties hereto.

7. **Termination of Agreement.**

(a) **For Cause.** If LYNX or the Funding Partner (the "**Breaching Party**") fails to fulfill any material covenant, term or condition of this Agreement, the other party (the "**Non-Breaching Party**") shall give the Breaching Party written notice of such failure or violation. If such failure or violation is not cured within thirty (30) days from the date on which the Breaching Party receives such notice, the Non-Breaching Party may terminate this Agreement, which shall be effective upon thirty (30) days following the Breaching Party's receipt of a written notice from the Non-Breaching Party to that effect or such later date as specified in the notice.

(b) **For Convenience.** Either LYNX or the Funding Partner may terminate this Agreement at any time upon giving notice to that effect. Such termination shall be effective upon thirty (30) days receipt of written notice of termination from the party desiring to terminate this Agreement or such later date as specified in the notice.

8. **Audit.** The Funding Partner (or its lawfully designated designee), shall have the right to audit LYNX's books and records on an annual basis to determine compliance with the terms, conditions and obligations imposed by this Agreement. The Funding Partner shall have full access to all records, documents and information, whether on paper or electronic or other media as is necessary or convenient to perform the audit.

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

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

11. **Litigation and Venue.** In the event any party deems it necessary to take legal action to enforce any provision of this Agreement, the venue shall be in the Circuit Court of the Ninth Judicial Circuit, in City of Sanford, Florida or the United States District Court for the Middle District of Florida, Orlando Division.

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

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

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

15. **Governing Law.** This Agreement shall be governed by and construed in accordance with the law of the State of Florida. The parties to this Agreement agree to comply with all applicable federal, state, and local laws, ordinances, rules and regulations pertaining to the actions contemplated by this Agreement.

16. **Construction.** Captions and section headings in this Agreement are for convenience and reference only, and shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

17. **Notices.** All notices, consents, approvals, waivers, and deletions which any party shall be required or shall desire to make or give under and in accordance with this Agreement shall be in writing and must be sent by certified United States mail with return receipt required, or by personal delivery with receipt required to the following addresses:

As to Funding Partner: City of Sanford
300 N. Park Avenue
Sanford, FL 32772
Attention: Norton N. Bonaparte, Jr., City Manager

As to LYNX: Central Florida Regional Transportation Authority
455 North Garland Avenue
Orlando, Florida 32801-1518
Attn: John M. Lewis, Jr., Chief Executive Officer

With copy to: Central Florida Regional Transportation Authority
455 North Garland Avenue
Orlando, Florida 32801-1518
Attn: Blanche W. Sherman, Interim Chief Financial Officer

With a copy to: Akerman Senterfitt
420 South Orange Avenue, Suite 1200
Orlando, Florida 32801
Attn: Patrick T. Christiansen, Esq.

18. **Binding Agreement.** This Agreement is binding upon the parties and shall inure to their successors or assigns.

19. **Effective Date.** The effective date of this Agreement shall be as of the date first set forth above. Unless terminated earlier in accordance with Section 7 of this Agreement, this Agreement will terminate on September 30, 2013, except for the provisions of this Agreement which by their terms survive the termination of this Agreement.

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

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

22. **Recording.** This Agreement shall be filed with the Clerk of the City Court of Seminole County, Florida, or such other public official responsible under general or special law for the public records of Seminole County, Florida, in accordance with Section 163.01, Florida Statutes.

23. **Entirety of the Agreement.** This Agreement constitutes the entire Agreement between the parties with respect to the specific matters contained herein and shall supersede all previous discussions, understandings, and agreements.

24. **Addendum.** There is attached hereto a certain Addendum consisting of one (1) page. To the extent there is a conflict between the terms of this Agreement and the terms of the Addendum, the terms of the Addendum will govern.

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

[Signatures appear on following page]

SIGNATURE PAGE FOR FUNDING PARTNER

FUNDING PARTNER:

CITY OF SANFORD

By: _____
Jeff Triplett, Mayor

Date: _____

ATTEST:

By: _____
Deputy Clerk

SIGNATURE PAGE FOR LYNX

CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY

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

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this _____ day of _____, 2012, by _____, and s/he acknowledged before me that s/he executed the foregoing instrument on behalf of CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY as its true act and deed, and that s/he was authorized to do so.

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

This Agreement is approved as to form for reliance only by LYNX and for no other person and for no other purpose.

Akerman Senterfitt, Counsel for LYNX

By: _____
Patrick T. Christiansen, Esq.

Exhibit "A"

Description of APPROPRIATED AMOUNT

October through September	\$ 93,000
----------------------------------	------------------

Exhibit A City of Sanford Transit Service Costs For FY2013	
Total City Transit Service Cost	\$ 93,000

FY2013 Billing Schedule:	
October 2012	\$ 7,750
November 2012	\$ 7,750
December 2012	\$ 7,750
January 2013	\$ 7,750
February 2013	\$ 7,750
March 2013	\$ 7,750
April 2013	\$ 7,750
May 2013	\$ 7,750
June 2013	\$ 7,750
July 2013	\$ 7,750
August 2013	\$ 7,750
September 2013	\$ 7,750
Annual Funding Request from City	\$ 93,000

Exhibit "B"

DESCRIPTION OF SERVICES

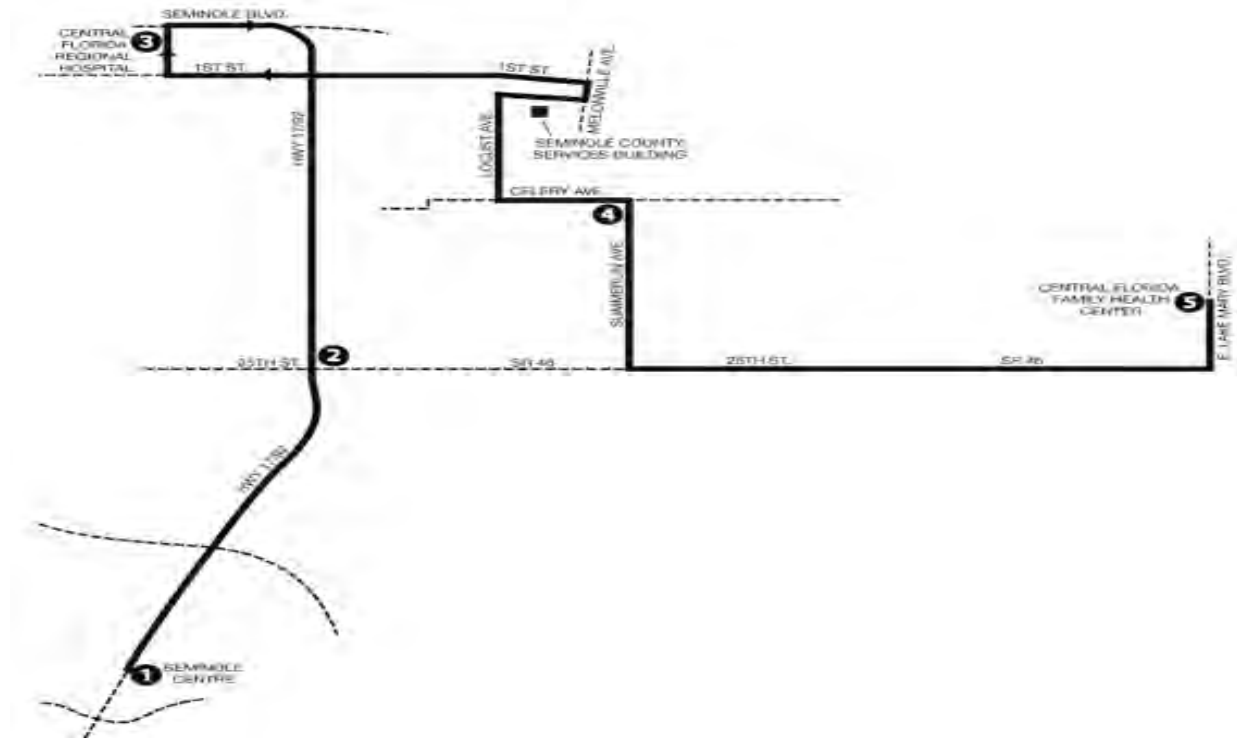
LINK 34 Sanford/Goldsboro

Serving: Seminole Centre, Seminole County Health & Human Services, 13th Street & Olive Ave. and Central Florida Regional Hospital



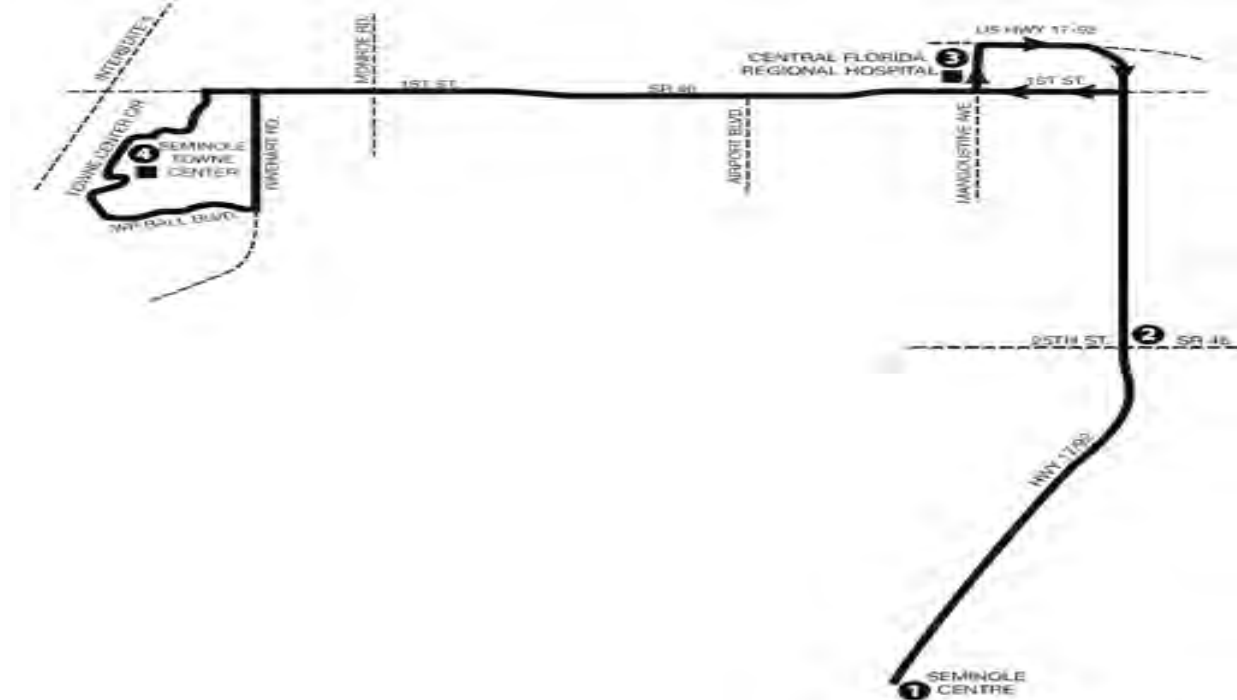
LINK 46 East Seminole Centre/Downtown Sanford

Serving: Downtown Sanford, Central Florida Regional Hospital, Seminole County Services Building, Central Florida Family Health Center, and Seminole Centre



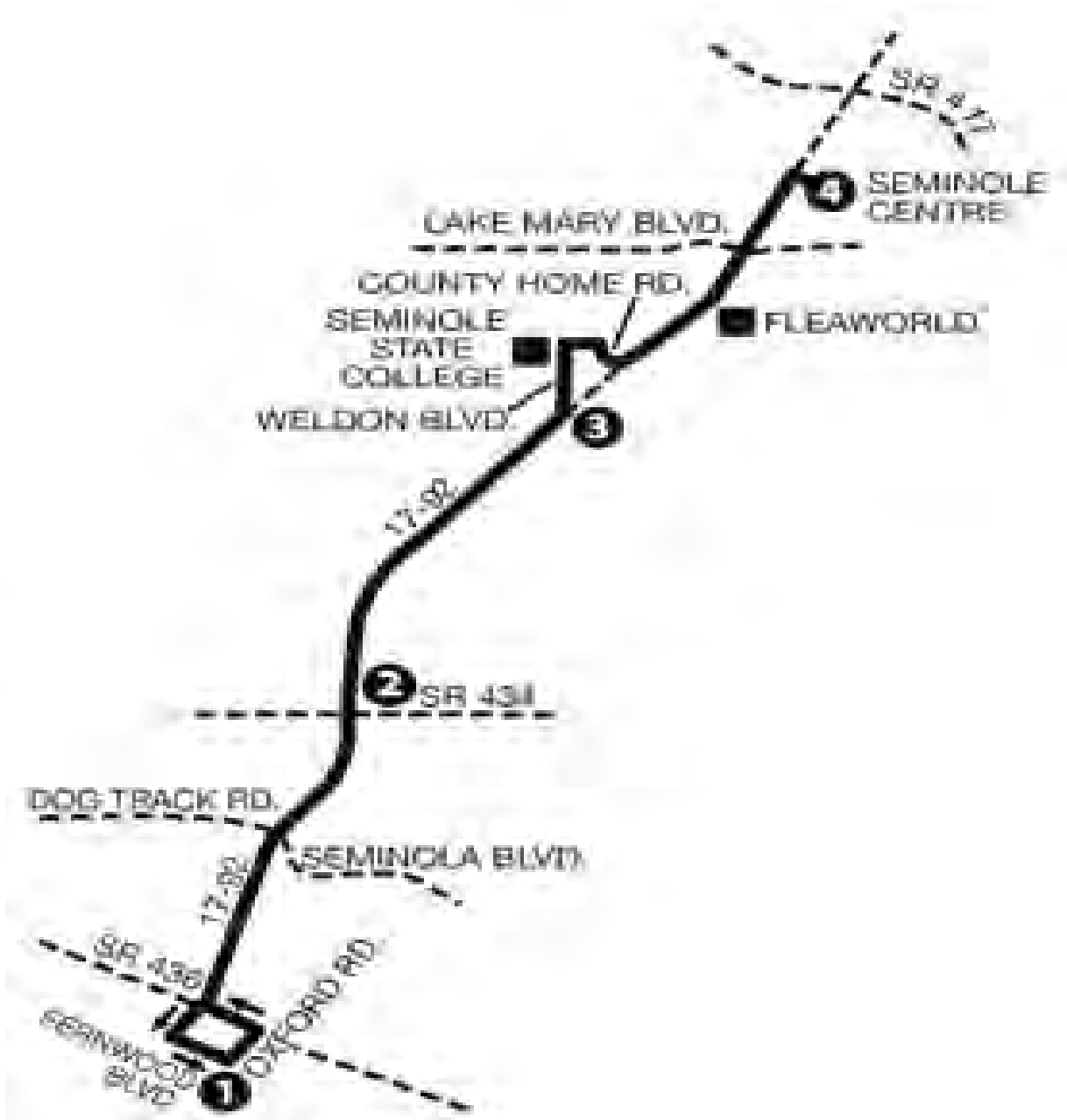
LINK 46 West w. SR 46/Seminole Towne Center

Serving: Seminole Towne Center, Walmart Rinehart Rd, Super Target Rinehart Rd, Central Florida Regional Hospital, Downtown Sanford and Seminole Centre



LINK 103 North 17/92, Sanford

Serving: Jai Alai, Seminole County Courthouse, FleaWorld, Seminole Centre Walmart, and Seminole State College



ADDENDUM TO AGREEMENT

25. The Funding Partner, on _____, adopted a Comprehensive Policy Plan (the "**CPP**"), which calls for specific level of service improvements in public transportation; and

26. The Funding Partner agrees to appropriate up to a maximum of ninety-three thousand dollars and zero cents (\$93,000) to LYNX for fiscal year 2013 for the provision of public transportation services within the Service Agreement in accordance with this Agreement and to be allocated as follows:

(a) The base operating expenditures funding of \$93,000 shall be for fixed-route bus service, Access LYNX, and other existing services.

(b) The \$93,000 shall be paid by the Funding Partner to LYNX in twelve (12) equal monthly installments by Funding Partner's designated representative and shall be due on the first of each month beginning in October 2012, and payable no later than thirty (30) days after the due date. The first such payment under this Agreement shall be made no sooner than October 1, 2012 or the execution date of this Agreement. Notwithstanding the foregoing, in the event LYNX fails to submit the required quarterly reports or fails to comply with any material terms of this Agreement, the Funding Partner reserves the right to withhold the monthly payment pursuant to Section 3, of this Agreement.

SERVICE FUNDING AGREEMENT

**by and between
CITY OF ST. CLOUD, FLORIDA
and
LYNX**

THIS SERVICE FUNDING AGREEMENT (“Agreement”) is made and entered into as of October 1, 2012, by and between **City of St. Cloud, Florida**, a charter city and political subdivision of the State of Florida, whose principal address is 1300 9th Street, St. Cloud, Florida 34769 (hereinafter the “**Funding Partner**”), and the **CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY**, a body politic and corporate created pursuant to Part II, Chapter 343, Florida Statutes, whose principal address is 455 North Garland Avenue, Orlando, Florida 32801 (hereinafter “**LYNX**”).

WITNESSETH

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

WHEREAS, the Funding Partner recognizes the need to provide Public Transportation (as hereinafter defined) in an efficient manner and acknowledges the benefits of increased ridership on the regional transportation system; and

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

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

WHEREAS, the Funding Partner recognizes the need to maintain and improve transit services; and

WHEREAS, pursuant to Section 343.64, Florida Statutes, LYNX has the authority to own, operate, maintain, and manage a Public Transportation system in the area of Orange, Seminole and Osceola Counties; and

WHEREAS, LYNX currently provides mass transit services within the geographical limits of the Funding Partner; and

WHEREAS, pursuant to Section 343.64, Florida Statutes, LYNX has the right to contract with other governmental entities, including the Funding Partner, and has the right to accept funds from such other governmental entities; and

WHEREAS, the Funding Partner and LYNX entered into a Funding Agreement, dated as of October 27, 2011 (the “**Prior Fiscal Year Funding Agreement**”) pursuant to which the Funding Partner agreed to appropriate funds to LYNX for fiscal year 2012 (October 1, 2011 -

September 30, 2012) to support LYNX Public Transportation services within the Service Area (as hereinafter defined); and

WHEREAS, the term of the Prior Fiscal Year Funding Agreement ended on September 30, 2012; and

WHEREAS, the Funding Partner has budgeted funds for the fiscal year beginning on October 1, 2012 and ending on September 30, 2013 (“**Fiscal Year**”) to support LYNX’s Public Transportation services for such fiscal year; and

WHEREAS, at present, LYNX and the Funding Partner acknowledge that the funds provided by the Funding Partner to LYNX are used as the Funding Partner’s support of the regional Public Transportation System within the Service Area only.

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

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

2. **Definitions.** The following capitalized terms shall have the following meanings:

“**Access LYNX**” means LYNX’s van transit service for medically-qualified, physically challenged transit customers.

“**ADA**” means the Americans with Disabilities Act of 1990.

“**Agreement**” means this Service Funding Agreement and its Exhibits.

“**Deadhead Hours**” means the vehicle hours of operation incurred in non-Revenue Service in support of Revenue Service (i.e., hours from the garage to the beginning of a route).

“**Deadhead Miles**” means the vehicle miles incurred in non-Revenue Service in support of Revenue Service (i.e., miles from the garage to the beginning of a route).

“**Fiscal Year**” means the twelve (12) month period commencing October 1, 2012 and ending the following September 30, 2013.

“**Fixed-Route Service**” means service provided on a repetitive, fixed-schedule basis along a specific route with vehicles stopping to pick up and deliver passengers to specific locations. Unlike demand response service, Fixed-Route Service services the same origins and destinations. Fixed-Route Service includes route deviation service, where revenue vehicles deviate from fixed-routes on a discretionary basis.

“**Operating Expenses**” mean the expenses associated with the operations of LYNX, and which are classified by function or activity.

“Passenger Fares” means the revenue earned from carrying passengers in regularly scheduled service. Passenger Fares include the base fare, distance premiums, express service premiums, transfers and quantity purchased discount fares (i.e., daily, seven-day, thirty-day, student, senior, etc. tickets and passes).

“Passenger Trips” means the number of fare-paying individuals who ride LYNX’s buses in any given period with each individual being counted once per boarding.

“Public Transportation” means transportation by a conveyance (e.g., by bus or van) that provides regular and continuing general or special transportation to the public, but does not include light rail. “Special transportation” includes transportation services being provided to the public pursuant to the ADA.

“Revenue Hours” means the hours a vehicle travels while in Revenue Service, which excludes Deadhead Hours.

“Revenue Miles” means the miles a vehicle travels while in Revenue Service, which excludes Deadhead Miles.

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

“Service Area” means generally the unincorporated area of the Funding Partner.

3. **Funding Partner Obligations.**

(a) The Funding Partner agrees to appropriate the amount specified on **Exhibit "A"** (the **“Appropriated Amount”**) to LYNX for the Fiscal Year for the provision of Public Transportation within the Service Area.

(b) The Appropriated Amount shall be paid by the Funding Partner to LYNX in twelve (12) equal monthly installments, with each installment being due on the first day of each month. The first installment payment shall be due upon the later of (x) October 1, 2012 or (y) the execution date of this Agreement.

(c) If, prior to the termination date of this Agreement (as set forth in Section 19 below), the Funding Partner and LYNX fail to reach a written agreement setting forth an appropriation to LYNX for the next Fiscal Year, then, notwithstanding the termination of this Agreement, the Funding Partner shall continue to pay LYNX the monthly installment amounts due pursuant to Section 3(a) (the **“Post-Termination Payment”**) on the first day of each month until the earliest to occur of the following: (i) LYNX and the Funding Partner reach a written agreement setting forth an appropriation for the next Fiscal Year; (ii) ninety (90) days following that date that the Funding Partner, through action taken by its governing board, notifies LYNX in writing that it wishes to terminate this Agreement and no longer receive from LYNX the Public Transportation services provided herein; or (iii) the date that LYNX actually discontinues the Public Transportation services to the Funding Partner. If so elected by LYNX, the Post-Termination Payment shall be adjusted to reflect the increase or decrease, as the case may

be, in the hourly rate that the LYNX governing board approves for the next Fiscal Year, at such time as the LYNX governing board approves such new hourly rate. If LYNX and the Funding Partner fail to reach an agreement setting forth an appropriation for the next Fiscal Year by December 31, 2012, then LYNX may, within its discretion, reduce, eliminate or discontinue the provision of Public Transportation services to the Funding Partner immediately upon providing the Funding Partner with written notice of same.

(d) If, as a result of Section 3(b) the Funding Partner makes any payments to LYNX for the next Fiscal Year, then, in that event, the parties will reconcile the difference between the amount that was paid and the amount that has been agreed to be appropriated for the next Fiscal Year in the first month following the execution of the written agreement setting forth an appropriation for the next Fiscal Year.

(e) Notwithstanding anything to the contrary set forth herein, the payment of all amounts due to LYNX hereunder shall be made in compliance with the Florida Prompt Payment Act, codified at Sections 218.70 to 218.80, Florida Statutes.

4. **LYNX Obligations.**

(a) **Service.** LYNX agrees to provide Public Transportation within the Service Area during the Fiscal Year. LYNX shall request written approval from the Funding Partner prior to implementing any of the following changes which may result in a greater than 2% increase or decrease of Fixed-Route Service hours within the Service Area (as computed on an annual basis), which written approval shall not be unreasonably withheld or delayed:

- (i) Addition of route(s)
- (ii) Elimination of route(s)
- (iii) Combination of routes
- (iv) Changes to service span
- (v) Change to service frequency
- (vi) Changes in days of operation

(b) **Quarterly Reporting.** For the purposes of operations and management analysis, LYNX agrees to provide the Funding Partner quarterly written performance reports reflecting the LYNX operations of the prior quarter. The quarterly reporting periods shall end on December 31, March 31, June 30 and September 30 and said reports shall be submitted to the Funding Partner's Office of Management and Budget and Growth Management Departments within forty-five (45) days after the end of each quarter. Each quarterly report will include the following items:

- (i) Maps and schedules for each route operating in the Service Area.

(ii) Official LYNX monthly ridership reports showing a breakdown of actual aggregate ridership by mode (i.e., Fixed-Route Service, LYMMO, Access LYNX, Van Plan and special shuttles).

(iii) An operational service characteristics report for current services provided, which would include (1) revenue hours, (2) revenue miles, and (3) unlinked passenger trips.

(iv) A comparison of actual revenue and expenditures to budgeted revenues and expenditures with explanations for variances that exceed \$50,000.

(v) A route performance report, which reports and ranks each route which is located in the County for the Funding Partner, monthly based on the following:

(A) Subsidy per Passenger Trip

(B) Passengers per trip

(C) Passengers per Revenue Hour

(D) Passengers per Revenue Mile

(E) Percent farebox return (i.e., percent of Operating Expenses recovered through farebox).

(vi) Current and contemporaneous versions of the LYNX regional model, which is the model used by LYNX to apportion total Operating Expenses, less adjustments, to the Funding Partners based on Fixed-Route Service hours, ADA client trips, and flex-service hours in their service area.

(A) A comparison of scheduled versus actual Revenue Miles.

(B) A comparison of scheduled versus actual Revenue Hours.

(C) A schedule of unanticipated extraordinary expenses for the prior quarter.

(D) A list of changes to authorized staffing.

(E) A schedule of total training and travel expenditures for each LYNX board member and employee for the immediately preceding quarter. This schedule should specify the training event name, attendee name(s), date(s) of travel and/or training, event location, and total expenses of each trip.

(vii) Any other information the Funding Partner reasonably requests.

(c) **Additional Reporting.** On an annual basis, within thirty (30) days of receipt, LYNX shall provide the Funding Partner with a copy of all external audits, a copy of the Comprehensive Annual Financial Report, which shall include the Report on Internal Controls, Report on Compliance with Laws and Regulations, and a copy of the management letter.

5. **Independent Contractor.** LYNX expressly acknowledges that it is acting as an independent contractor, and nothing in this Agreement is intended or shall be construed to establish an agency, partnership or joint venture relationship between the parties, their employees, agents, subcontractors, or assigns, during or after performance of this Agreement. Each party hereto agrees that it shall be solely responsible for the wrongful acts of its employees, contractors and agents. Nothing contained herein shall constitute a waiver of sovereign immunity or the provisions of Section 768.28, Florida Statutes. The foregoing shall not constitute an agreement by either party to assume any liability for the acts, omissions and/or negligence of the other party.

6. **Amendments.** This Agreement may be amended only through a written document approved by both the Funding Partner's Board of Commissioners and the LYNX Governing Board, and executed by all parties hereto.

7. **Termination of Agreement.**

(a) **For Cause.** If LYNX or the Funding Partner (the "**Breaching Party**") fails to fulfill any material covenant, term or condition of this Agreement, the other party (the "**Non-Breaching Party**") shall give the Breaching Party written notice of such failure or violation. If such failure or violation is not cured within thirty (30) days from the date on which the Breaching Party receives such notice, the Non-Breaching Party may terminate this Agreement, which shall be effective upon thirty (30) days following the Breaching Party's receipt of a written notice from the Non-Breaching Party to that effect or such later date as specified in the notice.

(b) **For Convenience.** Either LYNX or the Funding Partner may terminate this Agreement at any time upon giving notice to that effect. Such termination shall be effective upon thirty (30) days receipt of written notice of termination from the party desiring to terminate this Agreement or such later date as specified in the notice.

8. **Audit.** The Funding Partner (or its lawfully designated designee), shall have the right to audit LYNX's books and records on an annual basis to determine compliance with the terms, conditions and obligations imposed by this Agreement. The Funding Partner shall have full access to all records, documents and information, whether on paper or electronic or other media as is necessary or convenient to perform the audit.

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

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

11. **Litigation and Venue.** In the event any party deems it necessary to take legal action to enforce any provision of this Agreement, the venue shall be in the Circuit Court of the Ninth Judicial Circuit, in City of St. Cloud, Florida or the United States District Court for the Middle District of Florida, Orlando Division.

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

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

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

15. **Governing Law.** This Agreement shall be governed by and construed in accordance with the law of the State of Florida. The parties to this Agreement agree to comply with all applicable federal, state, and local laws, ordinances, rules and regulations pertaining to the actions contemplated by this Agreement.

16. **Construction.** Captions and section headings in this Agreement are for convenience and reference only, and shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

17. **Notices.** All notices, consents, approvals, waivers, and deletions which any party shall be required or shall desire to make or give under and in accordance with this Agreement shall be in writing and must be sent by certified United States mail with return receipt required, or by personal delivery with receipt required to the following addresses:

As to Funding Partner: City of St. Cloud
1300 9th Street
St. Cloud, FL 34769
Attention: Thomas Hurt, City Manager

As to LYNX: Central Florida Regional Transportation Authority
455 North Garland Avenue
Orlando, Florida 32801-1518
Attn: John M. Lewis, Jr., Chief Executive Officer

With copy to: Central Florida Regional Transportation Authority
455 North Garland Avenue
Orlando, Florida 32801-1518
Attn: Blanche W. Sherman, Interim Chief Financial Officer

With a copy to: Akerman Senterfitt
420 South Orange Avenue, Suite 1200
Orlando, Florida 32801
Attn: Patrick T. Christiansen, Esq.

18. **Binding Agreement.** This Agreement is binding upon the parties and shall inure to their successors or assigns.

19. **Effective Date.** The effective date of this Agreement shall be as of the date first set forth above. Unless terminated earlier in accordance with Section 7 of this Agreement, this Agreement will terminate on September 30, 2013, except for the provisions of this Agreement which by their terms survive the termination of this Agreement.

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

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

22. **Recording.** This Agreement shall be filed with the Clerk of the City Court of Osceola County, Florida, or such other public official responsible under general or special law for the public records of Osceola County, Florida, in accordance with Section 163.01, Florida Statutes.

23. **Entirety of the Agreement.** This Agreement constitutes the entire Agreement between the parties with respect to the specific matters contained herein and shall supersede all previous discussions, understandings, and agreements.

24. **Addendum.** There is attached hereto a certain Addendum consisting of one page. To the extent there is a conflict between the terms of this Agreement and the terms of the Addendum, the terms of the Addendum will govern.

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

[Signatures appear on following page]

SIGNATURE PAGE FOR FUNDING PARTNER

FUNDING PARTNER:

CITY OF ST. CLOUD

By: _____
Rebecca Borders, Mayor

Date: _____

ATTEST:

By: _____
Linda P. Jaworski, City Clerk

SIGNATURE PAGE FOR LYNX

CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY

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

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this _____ day of _____, 2012, by _____, and s/he acknowledged before me that s/he executed the foregoing instrument on behalf of CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY as its true act and deed, and that s/he was authorized to do so.

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

This Agreement is approved as to form for reliance only by LYNX and for no other person and for no other purpose.

Akerman Senterfitt, Counsel for LYNX

By: _____
Patrick T. Christiansen, Esq.

Exhibit "A"

Description of APPROPRIATED AMOUNT

October 2012 through September 2013	\$ 161,999
--	-------------------

Exhibit A City of Saint Cloud Transit Service Costs For FY 2013	
Total City Transit Service Cost	\$ 161,999

FY2013 Billing Schedule:	
October 2012	\$ 13,500
November 2012	\$ 13,500
December 2012	\$ 13,500
January 2013	\$ 13,500
February 2013	\$ 13,500
March 2013	\$ 13,500
April 2013	\$ 13,500
May 2013	\$ 13,500
June 2013	\$ 13,500
July 2013	\$ 13,500
August 2013	\$ 13,500
September 2013	\$ 13,499
Annual Funding Request from City	\$ 161,999

ADDENDUM TO AGREEMENT

25. The Funding Partner, on _____, adopted a Comprehensive Policy Plan (the "**CPP**"), which calls for specific level of service improvements in public transportation; and

26. The Funding Partner agrees to appropriate up to a maximum of one hundred sixty-one thousand nine hundred ninety-nine dollars and zero cents (\$161,999) to LYNX for fiscal year 2012-2013 for the provision of public transportation services within the Service Agreement in accordance with this Agreement and to be allocated as follows:

(a) The base operating expenditures funding of \$161,999 shall be for fixed-route bus service, Access LYNX, and other existing services.

(b) The \$161,999 shall be paid by the Funding Partner to LYNX in twelve (12) equal monthly installments by Funding Partner's designated representative and shall be due on the first of each month beginning in October 2012, and payable no later than thirty (30) days after the due date. The first such payment under this Agreement shall be made no sooner than October 1, 2012 or the execution date of this Agreement. Notwithstanding the foregoing, in the event LYNX fails to submit the required quarterly reports or fails to comply with any material terms of this Agreement, the Funding Partner reserves the right to withhold the monthly payment pursuant to Section 3, of this Agreement.

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 Reports - August 31, 2012

Date: 9/27/2012

Please find attached the monthly financial report for the eleven months ending August 31, 2012. LYNX' Balance Sheets, Statement of Revenues, Expenses, and Changes in Net Assets (Operating Statement) for the eleven months ending August 31, 2012 reflect total revenue earned in the amount of \$104,556,727 and total expenses incurred in the amount of \$102,209,393 resulting in a net operating profit of \$2,347,334.

- Fixed route, Vanpool, and NeighborLink services resulted in an operating profit of \$2,937,490 for the eleven months of the fiscal year.
- Paratransit services resulted in an operating loss of \$(590,156) for the eleven months of the fiscal year.

Fixed Route Operations:

The year-to-date Operating Revenues are higher than the budget at 108%. Customer fares are at 123% of the budgeted amount year-to-date, and are 125% above the budget amount for the month of August. LYNX' ridership continues to increase into the new fiscal year. Ridership is up by 5.68% year-over-year as of August 31, 2012. If this trend continues, LYNX' ridership will reflect a greater increase for the new fiscal year.

LYNX has experienced a significant increase in advertising revenue for the month of August 2012 and year-to-date is higher than anticipated. Actual revenues through August 2012 for advertising on buses, shelters, and in-kind (trade) transactions are \$1,024,045, \$56,639, 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 August 2012, LYNX in seventy-seven percent (77%) of the total monthly purchases, resulting in cap (LYNX locked) prices higher than the future (float) prices. At this time, LYNX is 4% above the budget

year-to-date, which is primarily due to a higher than anticipated fuel consumption for LYNX’ services. In the month of August, LYNX paid an average price of \$3.27 (net) per gallon for diesel fuel and \$3.16 (net) per gallon for bio-diesel, less fuel hedging gains which is lower than the budgeted price of \$3.17 (net). The national diesel fuel price for the month of August 2012 was \$3.63 (net), which is an indication of potential increases in the price of fuel for LYNX throughout the year. LYNX is currently \$530,152 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 August 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 August 2012. Also, Medicaid and TD revenues are slightly less than anticipated year-to-date and for the month of August. 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 August 2012 due to the increase in revenue hours. The fuel is budgeted at a net price of \$2.93 (net) per gallon in the FY2012 budget. LYNX is currently paying \$3.18 (net) per gallon. The national unleaded fuel price for the month of August 2012 was \$3.46 (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.)	597,213	\$29.70	\$17,739,861
Budget (rounding)	548,064	\$28.81	\$15,787,555
Excess Trips/Costs	49,149	\$.89	\$ 1,952,306

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY
BALANCE SHEETS
AUGUST 31, 2012 AND 2011
(UNAUDITED)

	<u>2012</u>	<u>2011</u>
ASSETS		
CURRENT ASSETS:		
Cash and cash equivalents	\$ 18,012,178	\$ 31,773,936
Receivables:		
Local, trade and operating assistance	5,333,434	3,538,402
Federal grants	18,240,550	9,214,980
State grants	5,462,417	4,398,194
Inventory	1,676,413	1,662,105
Prepaid expenses and other assets	415,884	211,334
Restricted cash and cash equivalents	4,324,658	1,666,025
Deferred outflow of resources	612,600	-
	<u>54,078,134</u>	<u>52,464,976</u>
Total current assets		
NONCURRENT ASSETS:		
Restricted cash and cash equivalents	<u>4,195,063</u>	<u>4,195,063</u>
Property and equipment:		
Land	8,571,465	8,571,465
Buildings and shelters	88,827,002	83,660,965
Revenue vehicles	106,910,786	108,269,228
Furniture, Fixtures & Equipment	21,816,517	21,958,039
Leasehold improvements	-	-
Total property and equipment	<u>226,125,770</u>	<u>222,459,697</u>
Less: accumulated depreciation	(108,758,155)	(99,762,992)
Construction in progress	<u>13,798,676</u>	<u>14,319,704</u>
	<u>131,166,291</u>	<u>137,016,409</u>
Net property and equipment		
Other assets	<u>-</u>	<u>-</u>
	<u>135,361,354</u>	<u>141,211,472</u>
Total noncurrent assets		
TOTAL ASSETS	<u>\$ 189,439,488</u>	<u>\$ 193,676,448</u>

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY
BALANCE SHEETS
AUGUST 31, 2012 AND 2011
(UNAUDITED)

	<u>2012</u>	<u>2011</u>
LIABILITIES AND NET ASSETS		
CURRENT LIABILITIES:		
Accounts payable	\$ 5,204,175	\$ 6,807,437
Accrued salaries and related taxes	2,120,579	2,113,252
Accrued compensated absences	3,575,926	3,668,816
Accrued self-insurance liability, current	1,835,748	1,565,304
Leases payable, current	1,175,754	1,130,348
SIB loans payable, current	751,297	736,565
Deferred operating revenue	4,301,434	4,623,213
Deferred capital	3,787,908	1,129,276
Deferred inflow of resources	612,600	-
Total current liabilities	<u>23,365,421</u>	<u>21,774,211</u>
NONCURRENT LIABILITIES:		
Leases payable, long-term	1,222,768	2,398,722
Loans payable	7,413,500	8,164,796
Accrued self-insurance liability, long-term	3,571,896	3,073,730
Total noncurrent liabilities	<u>12,208,164</u>	<u>13,637,248</u>
Total liabilities	<u>35,573,585</u>	<u>35,411,459</u>
NET ASSETS:		
Invested in capital assets, net of related debt	123,241,298	128,034,211
Restricted	536,750	536,750
Unrestricted	30,087,855	29,694,028
Total net assets	<u>153,865,903</u>	<u>158,264,989</u>
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 189,439,488</u>	<u>\$ 193,676,448</u>

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY
STATEMENT OF REVENUES AND EXPENSES
FOR THE MONTH OF AUGUST 2012 AND THE ELEVEN MONTHS ENDED AUGUST 31, 2012
(UNAUDITED)

	Year to Date			Month of August		
	Budget	Actual	%	Budget	Actual	%
OPERATING REVENUES						
Customer Fares	\$ 21,330,639	\$ 26,141,145	123%	\$ 1,939,149	\$ 2,424,049	125%
Contract Services:						
Local Financial Assistance	6,826,313	6,798,748	100%	620,574	651,083	105%
Other Contractual Services	9,786,407	8,128,113	83%	846,203	764,014	90%
Advertising	1,012,919	1,080,684	107%	92,084	117,163	127%
Other Operating Income	391,178	367,229	94%	39,068	46,739	120%
Total Operating Revenues	<u>39,347,456</u>	<u>42,515,919</u>	108%	<u>3,537,078</u>	<u>4,003,048</u>	113%
NONOPERATING REVENUES						
Operating assistance grants:						
Federal	687,500	687,500	100%	62,500	62,500	100%
State of Florida	8,359,558	8,269,802	99%	761,908	751,800	99%
Local	34,835,375	34,943,447	100%	3,158,665	3,176,677	101%
Planning and other assistance grants:						
Federal - Commuter Rail Project	-	-	0%	-	-	0%
Federal - Other	18,627,326	16,735,132	90%	1,706,861	1,435,140	84%
State of Florida - Commuter Rail Project	-	-	0%	-	-	0%
State of Florida - BRT Circulator Project	-	-	0%	-	-	0%
State of Florida - Other	1,489,444	1,384,278	93%	135,904	112,145	83%
Local Matching - BRT Circulator Project	-	-	0%	-	-	0%
Local Matching - Other	-	-	0%	-	-	0%
Interest Income	137,500	47,569	35%	12,500	3,909	31%
Gain / (Loss) on Sale of Assets	-	(26,920)	N/A	-	-	N/A
Total Nonoperating Revenues	<u>64,136,703</u>	<u>62,040,808</u>	97%	<u>5,838,338</u>	<u>5,542,171</u>	95%
Total Revenues	<u>103,484,159</u>	<u>104,556,727</u>	101%	<u>9,375,416</u>	<u>9,545,219</u>	102%
OPERATING EXPENSES						
Salaries and Wages	35,988,378	35,098,750	98%	3,243,659	3,216,522	99%
Fringe Benefits	20,611,366	19,381,920	94%	1,944,128	1,594,870	82%
Purchased Transportation Services	17,117,492	18,936,739	111%	1,401,825	1,664,844	119%
Fuel	13,918,484	14,967,486	108%	1,265,318	1,518,008	120%
Other Materials and Supplies	5,386,748	5,617,944	104%	490,029	513,076	105%
Professional Services	2,785,016	1,248,757	45%	251,554	209,876	83%
Other Services	3,976,658	2,938,725	74%	323,558	223,047	69%
Lease and Miscellaneous Expenses	820,859	619,424	75%	79,599	52,196	66%
Casualty and Liability Insurance	1,937,158	1,506,123	78%	176,104	114,437	65%
Utilities	1,225,843	1,210,164	99%	111,504	139,298	125%
Taxes and Licenses	379,627	462,859	122%	34,512	53,095	154%
Interest Expense	232,991	220,502	95%	5,523	18,479	335%
Total Operating Expenses	<u>104,380,620</u>	<u>102,209,393</u>	98%	<u>9,327,313</u>	<u>9,317,748</u>	100%
OPERATING GAIN / (LOSS)	<u>\$ (896,461)</u>	<u>\$ 2,347,334</u>	N/A	<u>\$ 48,103</u>	<u>\$ 227,471</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 AUGUST 2012 AND THE ELEVEN MONTHS ENDED AUGUST 31, 2012
(UNAUDITED)

	Year to Date			Month of August		
	<u>Budget</u>	<u>Actual</u>	<u>%</u>	<u>Budget</u>	<u>Actual</u>	<u>%</u>
OPERATING REVENUES						
Customer Fares	\$ 20,000,672	\$ 24,650,678	123%	\$ 1,818,243	\$ 2,282,902	126%
Contract Services:						
Local Financial Assistance	6,826,313	6,798,748	100%	620,574	651,083	105%
Other Contractual Services	2,223,588	654,050	29%	202,144	26,916	13%
Advertising	1,012,919	1,080,684	107%	92,084	117,163	127%
Other Operating Income	<u>391,178</u>	<u>367,229</u>	94%	<u>39,068</u>	<u>46,739</u>	120%
Total Operating Revenues	<u>30,454,670</u>	<u>33,551,389</u>	110%	<u>2,772,113</u>	<u>3,124,803</u>	113%
NONOPERATING REVENUES						
Operating assistance grants:						
Federal	687,500	687,500	100%	62,500	62,500	100%
State of Florida	8,359,558	8,269,802	99%	761,908	751,800	99%
Local	24,852,747	24,960,824	100%	2,251,153	2,269,166	101%
Planning and other assistance grants:						
Federal - Commuter Rail Project	-	-	0%	-	-	0%
Federal - Other	16,977,326	15,006,200	88%	1,556,861	1,285,140	83%
State of Florida - Commuter Rail Project	-	-	0%	-	-	0%
State of Florida - BRT Circulator Project	-	-	0%	-	-	0%
State of Florida - Other	1,450,870	1,384,278	95%	129,475	112,145	87%
Local Matching - BRT Circulator Project	-	-	0%	-	-	0%
Local Matching - Other	-	-	0%	-	-	0%
Interest Income	137,500	47,569	35%	12,500	3,909	31%
Gain / (Loss) on the Sale of Assets	<u>-</u>	<u>(26,920)</u>	N/A	<u>-</u>	<u>-</u>	0%
Total Nonoperating Revenues	<u>52,465,501</u>	<u>50,329,253</u>	96%	<u>4,774,397</u>	<u>4,484,660</u>	94%
Total Revenues	<u>82,920,171</u>	<u>83,880,642</u>	101%	<u>7,546,510</u>	<u>7,609,463</u>	101%
OPERATING EXPENSES						
Salaries and Wages	35,671,539	34,764,226	97%	3,214,410	3,181,935	99%
Fringe Benefits	20,409,812	19,188,449	94%	1,925,624	1,579,604	82%
Purchased Transportation Services	1,329,937	1,117,946	84%	133,256	110,177	83%
Fuel	11,908,679	12,438,831	104%	1,082,608	1,256,611	116%
Other Materials and Supplies	5,361,998	5,615,517	105%	487,779	513,076	105%
Professional Services	2,477,225	1,147,988	46%	223,573	199,128	89%
Other Services	3,787,859	2,775,792	73%	306,394	223,047	73%
Lease and Miscellaneous Expenses	805,806	610,768	76%	78,231	49,326	63%
Casualty and Liability Insurance	1,937,158	1,506,123	78%	176,104	114,437	65%
Utilities	1,176,943	1,156,206	98%	107,059	131,515	123%
Taxes and Licenses	345,884	400,804	116%	31,444	45,496	145%
Interest Expense	<u>232,991</u>	<u>220,502</u>	95%	<u>5,523</u>	<u>18,479</u>	335%
Total Operating Expenses	<u>85,445,831</u>	<u>80,943,152</u>	95%	<u>7,772,005</u>	<u>7,422,831</u>	96%
OPERATING GAIN / (LOSS)	<u>\$ (2,525,660)</u>	<u>\$ 2,937,490</u>	N/A	<u>\$ (225,495)</u>	<u>\$ 186,632</u>	N/A

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY
PARATRANSIT SEGMENT
STATEMENT OF REVENUES AND EXPENSES
FOR THE MONTH OF AUGUST 2012 AND THE ELEVEN MONTHS ENDED AUGUST 31, 2012
(UNAUDITED)

	Year to Date			Month of August		
	Budget	Actual	%	Budget	Actual	%
OPERATING REVENUES						
Customer Fares	\$ 1,329,967	\$ 1,490,467	112%	\$ 120,906	\$ 141,147	117%
Contract Services:						
Local Financial Assistance	-	-	0%	-	-	0%
Other Contractual Services	7,562,819	7,474,063	99%	644,059	737,098	114%
Advertising	-	-	0%	-	-	0%
Other Operating Income	-	-	0%	-	-	0%
Total Operating Revenues	<u>8,892,786</u>	<u>8,964,530</u>	101%	<u>764,965</u>	<u>878,245</u>	115%
NONOPERATING REVENUES						
Operating assistance grants:						
Federal	-	-	0%	-	-	0%
State of Florida	-	-	0%	-	-	0%
Local	9,982,628	9,982,623	100%	907,512	907,511	100%
Planning and other assistance grants:						
Federal - Commuter Rail Project	-	-	0%	-	-	0%
Federal - Other	1,650,000	1,728,932	105%	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	38,574	-	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>11,671,202</u>	<u>11,711,555</u>	100%	<u>1,063,941</u>	<u>1,057,511</u>	99%
Total Revenues	<u>20,563,988</u>	<u>20,676,085</u>	101%	<u>1,828,906</u>	<u>1,935,756</u>	106%
OPERATING EXPENSES						
Salaries and Wages	316,839	334,524	106%	29,249	34,587	118%
Fringe Benefits	201,554	193,471	96%	18,504	15,266	83%
Purchased Transportation Services	15,787,555	17,818,793	113%	1,268,569	1,554,667	123%
Fuel	2,009,805	2,528,655	126%	182,710	261,397	143%
Other Materials and Supplies	24,750	2,427	10%	2,250	-	N/A
Professional Services	307,791	100,769	33%	27,981	10,748	38%
Other Services	188,799	162,933	86%	17,164	-	N/A
Lease and Miscellaneous Expenses	15,053	8,656	58%	1,368	2,870	210%
Casualty and Liability Insurance	-	-	0%	-	-	0%
Utilities	48,900	53,958	110%	4,445	7,783	175%
Taxes and Licenses	33,743	62,055	184%	3,068	7,599	248%
Interest Expense	-	-	0%	-	-	0%
Total Operating Expenses	<u>18,934,789</u>	<u>21,266,241</u>	112%	<u>1,555,308</u>	<u>1,894,917</u>	122%
OPERATING GAIN / (LOSS)	<u>\$ 1,629,199</u>	<u>\$ (590,156)</u>	N/A	<u>\$ 273,598</u>	<u>\$ 40,839</u>	15%

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 Reports - July 31, 2012

Date: 9/27/2012

Please find attached the monthly financial report for the ten months ending July 31, 2012. LYNX' Balance Sheets, Statement of Revenues, Expenses, and Changes in Net Assets (Operating Statement) for the ten months ending July 31, 2012 reflect total revenue earned in the amount of \$95,011,508 and total expenses incurred in the amount of \$92,891,645 resulting in a net operating profit of \$2,119,863.

- Fixed route, Vanpool, and NeighborLink services resulted in an operating profit of \$2,750,858 for the ten months of the fiscal year.
- Paratransit services resulted in an operating loss of \$(630,995) for the ten 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 128% above the budget amount for the month of July. LYNX' ridership continues to increase into the new fiscal year. Ridership is up by 5.2% year-over-year as of July 31, 2012. If this trend continues, LYNX' ridership will reflect another increase for the new fiscal year.

LYNX has experienced a significant increase in advertising revenue for the month of July 2012 and year-to-date is slightly higher than anticipated. Actual revenues through July 2012 for advertising on buses, shelters, and in-kind (trade) transactions are \$911,088, \$52,433, 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 to 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 July 2012, LYNX locked in seventy-seven percent (77%) of the total monthly purchases, resulting in cap (LYNX locked) prices higher than the future (float) prices. At this time, LYNX is 3% above the

budget year-to-date, which is primarily due to a higher than anticipated fuel consumption for LYNX' services. In the month of July, LYNX paid an average price of \$3.00 (net) per gallon for diesel fuel and \$2.89 (net) per gallon for bio-diesel, plus fuel hedging losses which is lower than the budgeted price of \$3.17 (net). The national diesel fuel price for the month of July 2012 was \$3.39 (net), which is an indication of potential increases in the price of fuel for LYNX throughout the year. LYNX is currently \$356,149 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 July 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 and higher costs than anticipated as of July 2012. Also, Medicaid and TD revenues are less than anticipated year-to-date and for the month of July. The price of unleaded fuel for the month is lower than the budgeted, but the consumption of unleaded fuel is higher than anticipated as of July 2012 due to the increase in revenue hours. The fuel is budgeted at a net price of \$2.93 (net) per gallon in the FY2012 budget. LYNX is currently paying \$2.84 (net) per gallon. The national unleaded fuel price for the month of July 2012 was \$3.18 (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.)	543,120	\$29.80	\$16,185,195
Budget (rounding)	498,240	\$29.14	\$14,518,984
Excess Trips/Costs	44,880	\$.66	\$ 1,666,211

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY
BALANCE SHEETS
JULY 31, 2012 AND 2011
(UNAUDITED)

	<u>2012</u>	<u>2011</u>
ASSETS		
CURRENT ASSETS:		
Cash and cash equivalents	\$ 22,308,933	\$ 29,835,814
Receivables:		
Local, trade and operating assistance	5,114,318	6,990,757
Federal grants	17,364,880	7,597,608
State grants	4,354,448	3,246,050
Inventory	1,579,942	1,505,070
Prepaid expenses and other assets	1,081,836	213,567
Restricted cash and cash equivalents	4,240,900	1,582,268
Deferred outflow of resources	612,600	-
Total current assets	<u>56,657,857</u>	<u>50,971,134</u>
NONCURRENT ASSETS:		
Restricted cash and cash equivalents	<u>4,195,063</u>	<u>4,195,063</u>
Property and equipment:		
Land	8,571,465	8,571,465
Buildings and shelters	87,036,128	83,227,024
Revenue vehicles	106,864,270	107,757,997
Furniture, Fixtures & Equipment	20,802,139	21,846,952
Leasehold improvements	-	-
Total property and equipment	<u>223,274,002</u>	<u>221,403,438</u>
Less: accumulated depreciation	(107,336,923)	(98,289,533)
Construction in progress	<u>15,821,041</u>	<u>14,150,593</u>
Net property and equipment	<u>131,758,120</u>	<u>137,264,498</u>
Other assets	-	-
Total noncurrent assets	<u>135,953,183</u>	<u>141,459,561</u>
TOTAL ASSETS	<u>\$ 192,611,040</u>	<u>\$ 192,430,695</u>

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY
BALANCE SHEETS
JULY 31, 2012 AND 2011
(UNAUDITED)

	2012	2011
LIABILITIES AND NET ASSETS		
CURRENT LIABILITIES:		
Accounts payable	\$ 7,969,711	\$ 6,144,794
Accrued salaries and related taxes	1,787,948	2,044,306
Accrued compensated absences	3,575,926	3,668,816
Accrued self-insurance liability, current	1,835,748	1,565,304
Leases payable, current	1,164,286	1,119,521
SIB loans payable, current	5,006,318	736,565
Deferred operating revenue	4,378,834	4,824,368
Deferred capital	3,704,151	1,045,518
Deferred inflow of resources	612,600	-
Total current liabilities	30,035,522	21,149,192
NONCURRENT LIABILITIES:		
Leases payable, long-term	1,521,042	2,685,328
Loans payable	3,158,478	8,164,796
Accrued self-insurance liability, long-term	3,571,896	3,073,730
Total noncurrent liabilities	8,251,416	13,923,854
Total liabilities	38,286,938	35,073,046
NET ASSETS:		
Invested in capital assets, net of related debt	123,926,968	128,284,974
Restricted	536,750	536,750
Unrestricted	29,860,384	28,535,925
Total net assets	154,324,102	157,357,649
TOTAL LIABILITIES AND NET ASSETS	\$ 192,611,040	\$ 192,430,695

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY
STATEMENT OF REVENUES AND EXPENSES
FOR THE MONTH OF JULY 2012 AND THE TEN MONTHS ENDED JULY 31, 2012
(UNAUDITED)

	Year to Date			Month of July		
	Budget	Actual	%	Budget	Actual	%
OPERATING REVENUES						
Customer Fares	\$ 19,391,490	\$ 23,717,096	122%	\$ 1,939,149	\$ 2,517,517	130%
Contract Services:						
Local Financial Assistance	6,205,739	6,147,665	99%	620,574	566,868	91%
Other Contractual Services	8,940,204	7,364,099	82%	846,203	763,080	90%
Advertising	920,835	963,521	105%	92,084	122,751	133%
Other Operating Income	352,110	320,490	91%	39,068	51,912	133%
Total Operating Revenues	<u>35,810,378</u>	<u>38,512,871</u>	108%	<u>3,537,078</u>	<u>4,022,128</u>	114%
NONOPERATING REVENUES						
Operating assistance grants:						
Federal	625,000	625,000	100%	62,500	62,500	100%
State of Florida	7,597,650	7,518,002	99%	761,908	751,800	99%
Local	31,676,710	31,766,770	100%	3,158,665	3,176,677	101%
Planning and other assistance grants:						
Federal - Commuter Rail Project	-	-	0%	-	-	0%
Federal - Other	16,920,465	15,299,992	90%	1,706,861	1,443,190	85%
State of Florida - Commuter Rail Project	-	-	0%	-	-	0%
State of Florida - BRT Circulator Project	-	-	0%	-	-	0%
State of Florida - Other	1,353,540	1,272,133	94%	135,904	111,358	82%
Local Matching - BRT Circulator Project	-	-	0%	-	-	0%
Local Matching - Other	-	-	0%	-	-	0%
Interest Income	125,000	43,660	35%	12,500	3,859	31%
Gain / (Loss) on Sale of Assets	-	(26,920)	N/A	-	-	N/A
Total Nonoperating Revenues	<u>58,298,365</u>	<u>56,498,637</u>	97%	<u>5,838,338</u>	<u>5,549,384</u>	95%
Total Revenues	<u>94,108,743</u>	<u>95,011,508</u>	101%	<u>9,375,416</u>	<u>9,571,512</u>	102%
OPERATING EXPENSES						
Salaries and Wages	32,744,719	31,882,228	97%	3,243,659	3,105,255	96%
Fringe Benefits	18,667,238	17,787,050	95%	1,944,128	1,961,377	101%
Purchased Transportation Services	15,715,667	17,271,895	110%	1,401,825	1,609,679	115%
Fuel	12,653,166	13,449,478	106%	1,265,318	1,375,969	109%
Other Materials and Supplies	4,896,719	5,104,868	104%	490,029	598,606	122%
Professional Services	2,533,462	1,038,881	41%	251,554	(108,597)	-43%
Other Services	3,653,100	2,715,678	74%	323,558	325,991	101%
Lease and Miscellaneous Expenses	741,260	567,228	77%	79,599	83,367	105%
Casualty and Liability Insurance	1,761,054	1,391,686	79%	176,104	192,166	109%
Utilities	1,114,339	1,070,866	96%	111,504	114,518	103%
Taxes and Licenses	345,115	409,764	119%	34,512	27,389	79%
Interest Expense	227,468	202,023	89%	5,523	18,951	343%
Total Operating Expenses	<u>95,053,307</u>	<u>92,891,645</u>	98%	<u>9,327,313</u>	<u>9,304,671</u>	100%
OPERATING GAIN / (LOSS)	<u>\$ (944,564)</u>	<u>\$ 2,119,863</u>	N/A	<u>\$ 48,103</u>	<u>\$ 266,841</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 JULY 2012 AND THE TEN MONTHS ENDED JULY 31, 2012
(UNAUDITED)

	Year to Date			Month of July		
	Budget	Actual	%	Budget	Actual	%
OPERATING REVENUES						
Customer Fares	\$ 18,182,429	\$ 22,367,776	123%	\$ 1,818,243	\$ 2,333,997	128%
Contract Services:						
Local Financial Assistance	6,205,739	6,147,665	99%	620,574	566,868	91%
Other Contractual Services	2,021,444	627,134	31%	202,144	26,917	13%
Advertising	920,835	963,521	105%	92,084	122,751	133%
Other Operating Income	352,110	320,490	91%	39,068	51,912	133%
Total Operating Revenues	<u>27,682,557</u>	<u>30,426,586</u>	110%	<u>2,772,113</u>	<u>3,102,445</u>	112%
NONOPERATING REVENUES						
Operating assistance grants:						
Federal	625,000	625,000	100%	62,500	62,500	100%
State of Florida	7,597,650	7,518,002	99%	761,908	751,800	99%
Local	22,601,594	22,691,658	100%	2,251,153	2,269,166	101%
Planning and other assistance grants:						
Federal - Commuter Rail Project	-	-	0%	-	-	0%
Federal - Other	15,420,465	13,721,060	89%	1,556,861	1,293,190	83%
State of Florida - Commuter Rail Project	-	-	0%	-	-	0%
State of Florida - BRT Circulator Project	-	-	0%	-	-	0%
State of Florida - Other	1,321,395	1,272,133	96%	129,475	111,358	86%
Local Matching - BRT Circulator Project	-	-	0%	-	-	0%
Local Matching - Other	-	-	0%	-	-	0%
Interest Income	125,000	43,660	35%	12,500	3,859	31%
Gain / (Loss) on the Sale of Assets	-	(26,920)	N/A	-	-	N/A
Total Nonoperating Revenues	<u>47,691,104</u>	<u>45,844,593</u>	96%	<u>4,774,397</u>	<u>4,491,873</u>	94%
Total Revenues	<u>75,373,661</u>	<u>76,271,179</u>	101%	<u>7,546,510</u>	<u>7,594,318</u>	101%
OPERATING EXPENSES						
Salaries and Wages	32,457,129	31,582,291	97%	3,214,410	3,075,042	96%
Fringe Benefits	18,484,188	17,608,845	95%	1,925,624	1,943,334	101%
Purchased Transportation Services	1,196,681	1,007,769	84%	133,256	103,100	77%
Fuel	10,826,071	11,182,220	103%	1,082,608	1,143,756	106%
Other Materials and Supplies	4,874,219	5,102,441	105%	487,779	598,526	123%
Professional Services	2,253,652	948,860	42%	223,573	(128,782)	-58%
Other Services	3,481,465	2,552,745	73%	306,394	307,241	100%
Lease and Miscellaneous Expenses	727,575	561,442	77%	78,231	83,271	106%
Casualty and Liability Insurance	1,761,054	1,391,686	79%	176,104	192,166	109%
Utilities	1,069,884	1,024,691	96%	107,059	106,028	99%
Taxes and Licenses	314,440	355,308	113%	31,444	21,687	69%
Interest Expense	227,468	202,023	89%	5,523	18,951	343%
Total Operating Expenses	<u>77,673,826</u>	<u>73,520,321</u>	95%	<u>7,772,005</u>	<u>7,464,320</u>	96%
OPERATING GAIN / (LOSS)	<u>\$ (2,300,165)</u>	<u>\$ 2,750,858</u>	N/A	<u>\$ (225,495)</u>	<u>\$ 129,998</u>	N/A

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY
PARATRANSIT SEGMENT
STATEMENT OF REVENUES AND EXPENSES
FOR THE MONTH OF JULY 2012 AND THE TEN MONTHS ENDED JULY 31, 2012
(UNAUDITED)

	Year to Date			Month of July		
	Budget	Actual	%	Budget	Actual	%
OPERATING REVENUES						
Customer Fares	\$ 1,209,061	\$ 1,349,320	112%	\$ 120,906	\$ 183,520	152%
Contract Services:						
Local Financial Assistance	-	-	0%	-	-	0%
Other Contractual Services	6,918,760	6,736,965	97%	644,059	736,163	114%
Advertising	-	-	0%	-	-	0%
Other Operating Income	-	-	0%	-	-	0%
Total Operating Revenues	<u>8,127,821</u>	<u>8,086,285</u>	99%	<u>764,965</u>	<u>919,683</u>	120%
NONOPERATING REVENUES						
Operating assistance grants:						
Federal	-	-	0%	-	-	0%
State of Florida	-	-	0%	-	-	0%
Local	9,075,116	9,075,112	100%	907,512	907,511	100%
Planning and other assistance grants:						
Federal - Commuter Rail Project	-	-	0%	-	-	0%
Federal - Other	1,500,000	1,578,932	105%	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	32,145	-	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>10,607,261</u>	<u>10,654,044</u>	100%	<u>1,063,941</u>	<u>1,057,511</u>	99%
Total Revenues	<u>18,735,082</u>	<u>18,740,329</u>	100%	<u>1,828,906</u>	<u>1,977,194</u>	108%
OPERATING EXPENSES						
Salaries and Wages	287,590	299,937	104%	29,249	30,213	103%
Fringe Benefits	183,050	178,205	97%	18,504	18,043	98%
Purchased Transportation Services	14,518,986	16,264,126	112%	1,268,569	1,506,579	119%
Fuel	1,827,095	2,267,258	124%	182,710	232,213	127%
Other Materials and Supplies	22,500	2,427	11%	2,250	80	4%
Professional Services	279,810	90,021	32%	27,981	20,185	72%
Other Services	171,635	162,933	95%	17,164	18,750	109%
Lease and Miscellaneous Expenses	13,685	5,786	42%	1,368	96	7%
Casualty and Liability Insurance	-	-	0%	-	-	0%
Utilities	44,455	46,175	104%	4,445	8,490	191%
Taxes and Licenses	30,675	54,456	178%	3,068	5,702	186%
Interest Expense	-	-	0%	-	-	0%
Total Operating Expenses	<u>17,379,481</u>	<u>19,371,324</u>	111%	<u>1,555,308</u>	<u>1,840,351</u>	118%
OPERATING GAIN / (LOSS)	<u>\$ 1,355,601</u>	<u>\$ (630,995)</u>	N/A	<u>\$ 273,598</u>	<u>\$ 136,843</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: 9/27/2012

LYNX received over \$31.5 million in a 2009 American Recovery and Reinvestment Act Grant. The majority of the nineteen (19) projects approved in this grant are substantially completed. As of August 31, 2012, LYNX has encumbered \$25,450,521.32. A total of \$24,323,723.34 has been completed and paid out.

Many of the original ARRA projects have been completed under budget. This has afforded LYNX the opportunity to use these “savings” on other related projects. For example, after installing 300 new shelters within the LYNX service area, savings have been used to acquire additional paratransit vehicles and will purchase signage to display real-time information. LYNX will also use savings to acquire 300 on-board ticket validators in conjunction with the LYNX/FDOT joint procurement for SunRail fare collection equipment.

The Federal Transit Administration and ARRA PMOC most recently met with LYNX staff on August 6, 2012 to review ARRA projects status and to discuss strategies for use of Savings. All ARRA projects must be completed and closed out by September 30, 2012. LYNX has applied to FTA for a waiver to extend the deadline to complete the purchase of fare collection equipment and the development and installation of the “back office” system to operate the equipment. A decision is expected from the FTA in November.

LYNX submitted the quarterly 1512 report to the FTA on July 11 and the Milestone Progress Review Federal Financial reports on July 30, 2012. The next quarterly report is due October 10, 2012 for the quarter ending September 30.

Monthly Report D: Ridership Report

To: LYNX Board of Directors

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

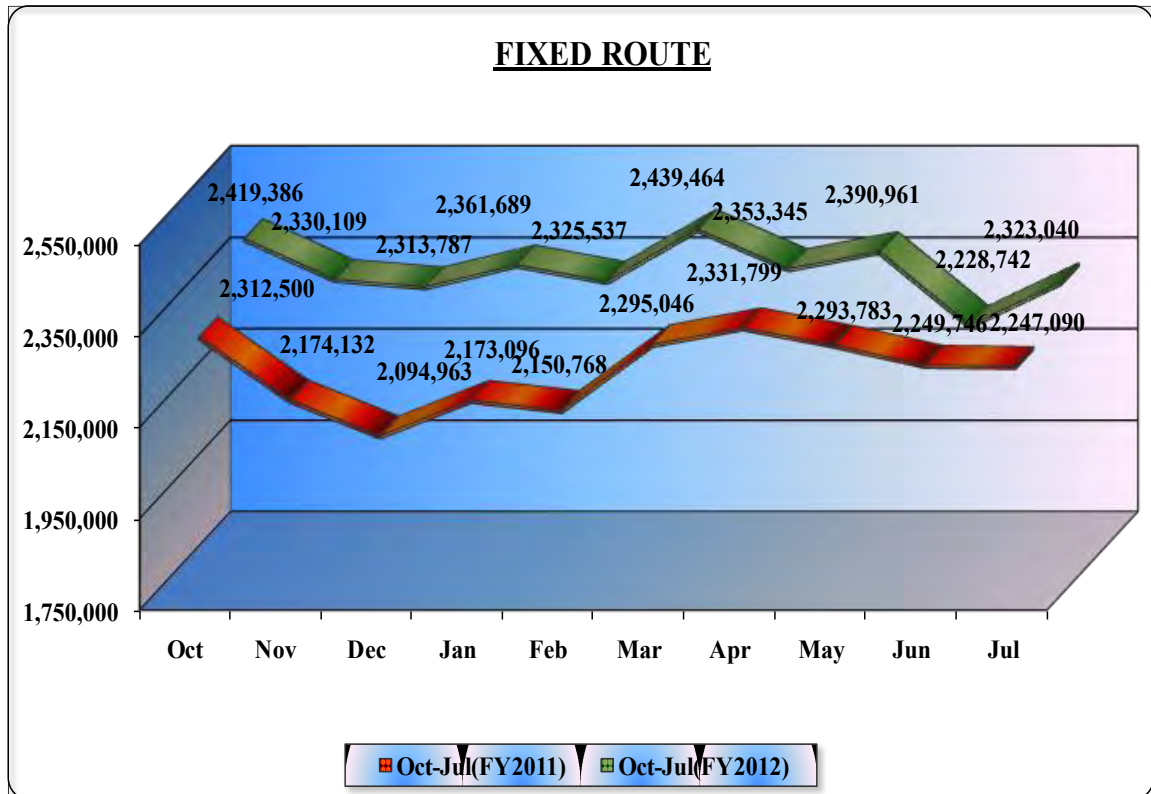
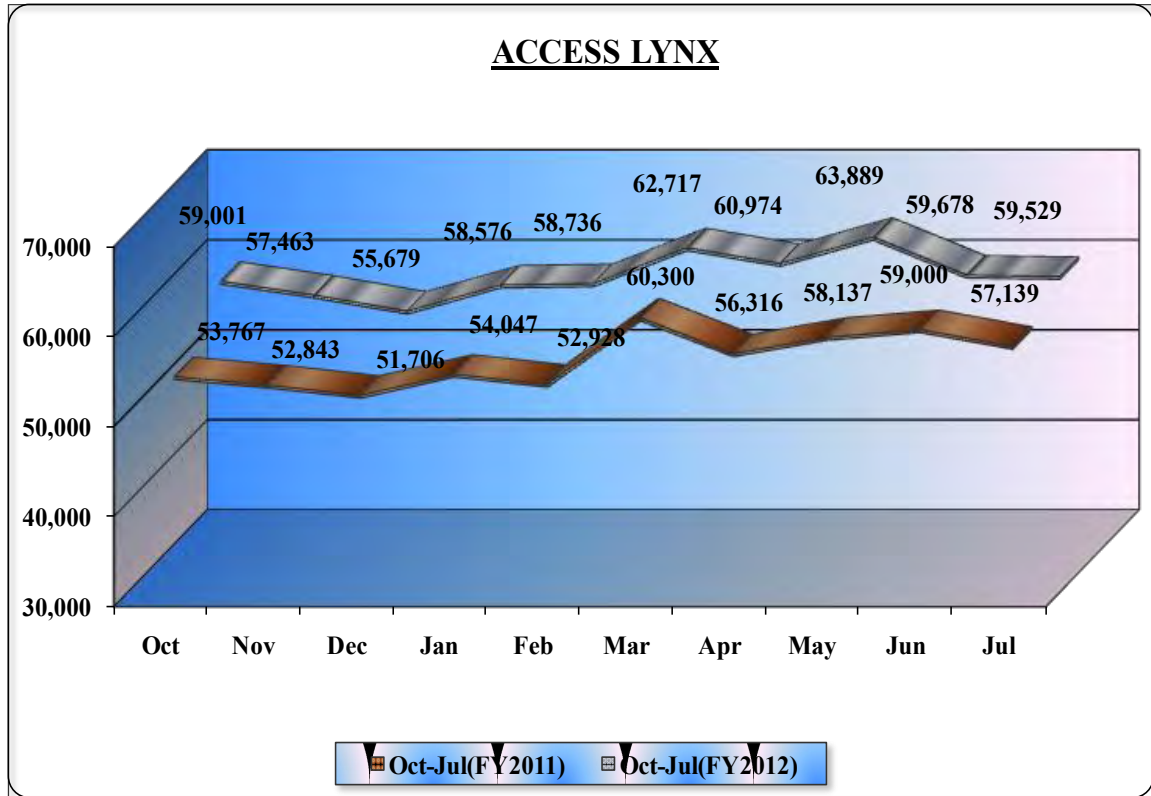
Phone: 407.841.2279 ext: 6009

Item Name: Ridership Reports for July & August 2012 (Final)

Date: 9/27/2012

Year to date (October - July) Final

<i>Service Mode</i>	<i>Oct-Jul(FY2011)</i>	<i>Oct-Jul(FY2012)</i>	<i>% Change</i>
LYMMO	850,678	751,572	-11.65%
Fixed Route	21,353,640	22,618,329	5.92%
NeighborLink	118,605	116,159	-2.06%
SUBTOTAL - FIXED ROUTE	22,322,923	23,486,060	5.21%
Special Shuttles	37,236	1,574	-95.77%
ACCESS LYNX	556,183	596,242	7.20%
Van Pool	168,321	166,128	-1.30%
SUBTOTAL - OTHER SERVICES	761,740	763,944	0.29%
TOTAL ALL SERVICES	23,084,663	24,250,004	5.05%



Average Daily Ridership by Mode

<i>Service Mode</i>	<i>Day</i>	<i>July-11</i>	<i>July-12</i>	<i>% Change</i>
LYMMO	Weekday	3,230	3,211	-0.60%
	Saturday	1,352	1,279	-5.37%
	Sunday	1,195	1,151	-3.67%
All Other Links	Weekday	81,906	84,085	2.66%
	Saturday	60,587	61,595	1.66%
	Sunday	36,058	36,776	1.99%
Total Fixed Route	Weekday	85,136	87,296	2.54%
	Saturday	61,938	62,874	1.51%
	Sunday	37,253	37,927	1.81%
ACCESS LYNX	Weekday	2,692	2,826	4.97%
	Saturday	1,584	1,287	-18.79%
	Sunday	406	442	8.97%
NeighborLink	Weekday	473	419	-11.48%
	Saturday	280	302	7.93%
Van Pool	Weekday	731	624	-14.69%
	Saturday	120	95	-21.00%
	Sunday	126	162	29.18%
TOTAL LYNX SERVICES	Weekday	89,033	91,165	2.39%
	Saturday	63,922	64,557	0.99%
	Sunday	37,784	38,531	1.98%

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:

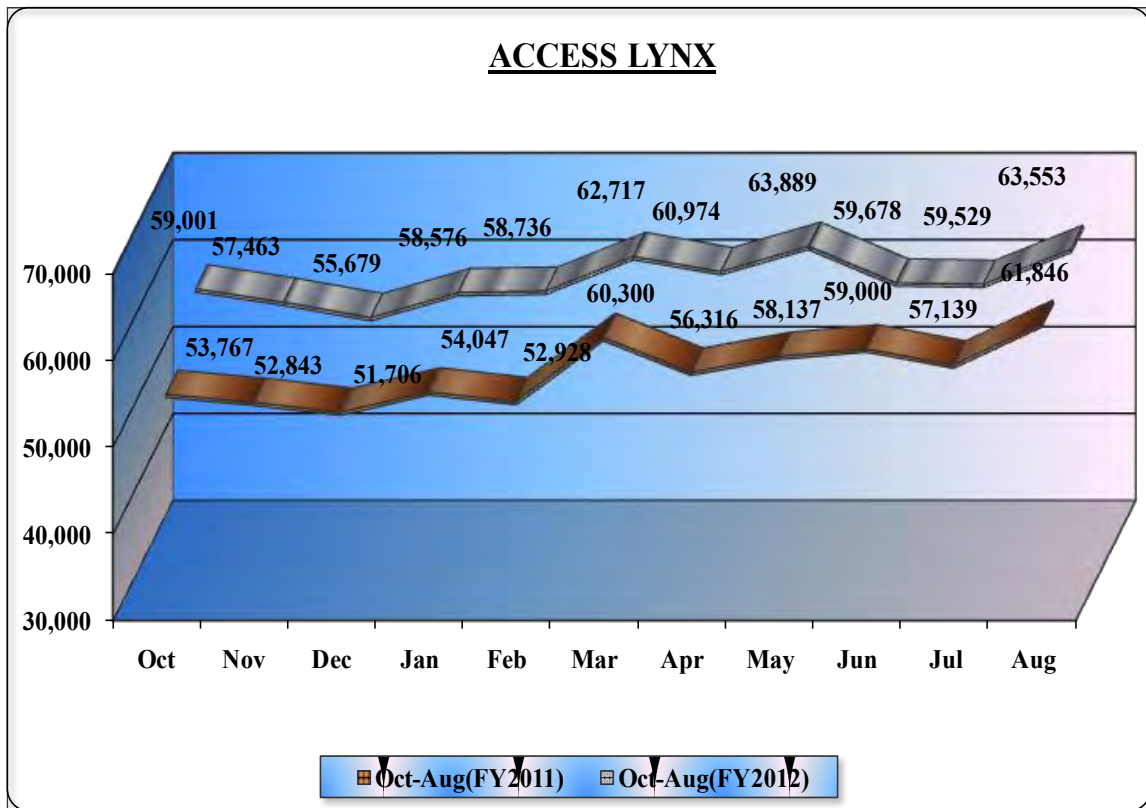
- Link 104 - East Colonial
- Link 105 - West Colonial
- Link 445 - Apopka to West Oaks Mall

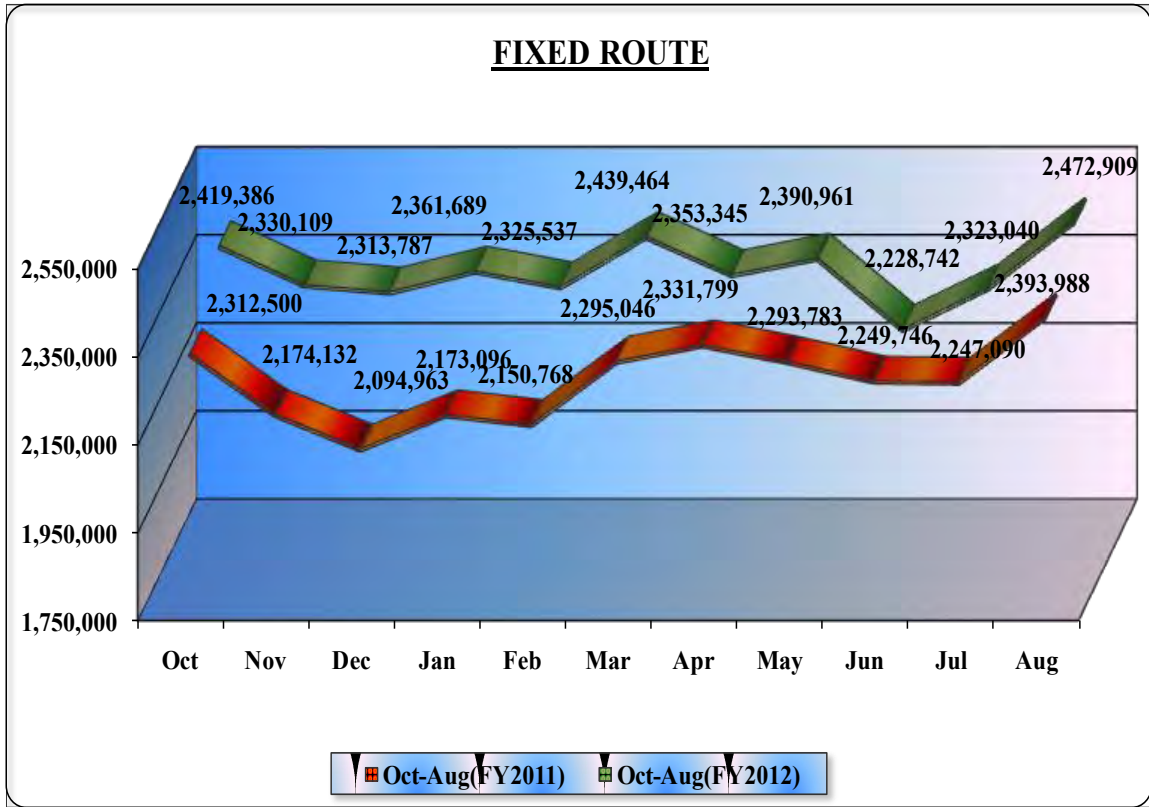
LYNX Monthly Ridership

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	79,549	74,688	79,452			751,572
Fixed Route	2,325,994	2,243,145	2,231,487	2,276,526	2,240,809	2,355,372	2,268,883	2,299,512	2,143,013	2,233,588			22,618,329
NeighborLink	12,277	11,967	11,680	11,971	11,863	11,984	11,476	11,900	11,041	10,000			116,159
SUBTOTAL - FIXED ROUTE	2,419,386	2,330,109	2,313,787	2,361,689	2,325,537	2,439,464	2,353,345	2,390,961	2,228,742	2,323,040			23,486,060
Special Shuttles	-	121	1	86	651	348	146	198	4	19			1,574
ACCESS LYNX	59,001	57,463	55,679	58,576	58,736	62,717	60,974	63,889	59,678	59,529			596,242
VanPlan	17,228	16,648	14,962	17,131	17,332	17,985	18,054	16,780	15,782	14,226			166,128
SUBTOTAL - OTHER SERVICES	76,229	74,232	70,642	75,793	76,719	81,050	79,174	80,867	75,464	73,774			763,944
TOTAL ALL SERVICES	2,495,615	2,404,341	2,384,429	2,437,482	2,402,256	2,520,514	2,432,519	2,471,828	2,304,206	2,396,814			24,250,004
% 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%	-2.4%	-10.4%	1.2%			-11.7%
Fixed Route	5.8%	8.9%	11.6%	9.4%	8.5%	7.1%	1.4%	4.5%	-0.5%	3.5%			5.9%
NeighborLink	5.5%	10.3%	3.5%	-2.0%	-1.5%	-7.9%	-11.8%	2.5%	-8.6%	-7.9%			-2.1%
SUBTOTAL - FIXED ROUTE	4.6%	7.2%	10.4%	8.7%	8.1%	6.3%	0.9%	4.2%	-0.9%	3.4%			5.2%
Special Shuttles	-100.0%	-98.4%	-100.0%	-99.6%			186.3%	340.0%	-69.2%				-95.8%
ACCESS LYNX	9.7%	8.7%	7.7%	8.4%	11.0%	4.0%	8.3%	9.9%	1.1%	4.2%			7.2%
VanPlan	4.7%	6.9%	1.1%	0.0%	9.3%	-2.0%	6.7%	-7.2%	-15.0%	-14.2%			-1.3%
SUBTOTAL - OTHER SERVICES	8.5%	-2.1%	-6.1%	-17.8%	11.5%	3.0%	8.0%	6.0%	-2.7%	0.1%			0.3%
TOTAL ALL SERVICES	4.7%	6.9%	9.9%	7.6%	8.2%	6.2%	1.1%	4.3%	-1.0%	3.3%			5.0%
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
NeighborLink	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

Year to date (October - August) Final

Service Mode	Oct-Aug(FY2011)	Oct-Aug(FY2012)	% Change
LYMMO	936,232	838,820	-10.40%
Fixed Route	23,649,141	24,992,636	5.68%
NeighborLink	131,538	127,513	-3.06%
SUBTOTAL - FIXED ROUTE	24,716,911	25,958,969	5.03%
Special Shuttles	37,236	1,574	-95.77%
ACCESS LYNX	618,029	659,795	6.76%
Van Pool	187,831	184,002	-2.04%
SUBTOTAL - OTHER SERVICES	843,096	845,371	0.27%
TOTAL ALL SERVICES	25,560,007	26,804,340	4.87%





Average Daily Ridership by Mode

<i>Service Mode</i>	<i>Day</i>	<i>August-11</i>	<i>August-12</i>	<i>% Change</i>
LYMMO	Weekday	3,289	3,389	3.06%
	Saturday	1,292	1,344	4.02%
	Sunday	1,187	980	-17.46%
All Other Links	Weekday	82,934	85,909	3.59%
	Saturday	60,569	62,706	3.53%
	Sunday	36,370	36,895	1.44%
Total Fixed Route	Weekday	86,223	89,298	3.57%
	Saturday	61,861	64,050	3.54%
	Sunday	37,557	37,875	0.85%
ACCESS LYNX	Weekday	3,080	2,965	-3.71%
	Saturday	1,220	1,289	5.66%
	Sunday	321	387	20.71%
NeighborLink	Weekday	505	440	-12.86%
	Saturday	329	307	-6.54%
Van Pool	Weekday	803	702	-12.58%
	Saturday	137	130	-5.40%
	Sunday	122	175	44.03%
TOTAL LYNX SERVICES	Weekday	90,611	93,406	3.08%
	Saturday	63,546	65,775	3.51%
	Sunday	38,000	38,437	1.15%

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	79,549	74,688	79,452	87,248		838,820
Fixed Route	2,325,994	2,243,145	2,231,487	2,276,526	2,240,809	2,355,372	2,268,883	2,299,512	2,143,013	2,233,588	2,374,307		24,992,636
NeighborLink	12,277	11,967	11,680	11,971	11,863	11,984	11,476	11,900	11,041	10,000	11,354		127,513
SUBTOTAL - FIXED ROUTE	2,419,386	2,330,109	2,313,787	2,361,689	2,325,537	2,439,464	2,353,345	2,390,961	2,228,742	2,323,040	2,472,909		25,958,969
Special Shuttles	-	121	1	86	651	348	146	198	4	19	-		1,574
ACCESS LYNX	59,001	57,463	55,679	58,576	58,736	62,717	60,974	63,889	59,678	59,529	63,553		659,795
VanPlan	17,228	16,648	14,962	17,131	17,332	17,985	18,054	16,780	15,782	15,644	16,456		184,002
SUBTOTAL - OTHER SERVICES	76,229	74,232	70,642	75,793	76,719	81,050	79,174	80,867	75,464	75,192	80,009		845,371
TOTAL ALL SERVICES	2,495,615	2,404,341	2,384,429	2,437,482	2,402,256	2,520,514	2,432,519	2,471,828	2,304,206	2,398,232	2,552,918		26,804,340
% 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%	-2.4%	-10.4%	1.2%	2.0%		-10.4%
Fixed Route	5.8%	8.9%	11.6%	9.4%	8.5%	7.1%	1.4%	4.5%	-0.5%	3.5%	3.4%		5.7%
NeighborLink	5.5%	10.3%	3.5%	-2.0%	-1.5%	-7.9%	-11.8%	2.5%	-8.6%	-7.9%	-12.2%		-3.1%
SUBTOTAL - FIXED ROUTE	4.6%	7.2%	10.4%	8.7%	8.1%	6.3%	0.9%	4.2%	-0.9%	3.4%	3.3%		5.0%
Special Shuttles	-100.0%	-98.4%	-100.0%	-99.6%			186.3%	340.0%	-69.2%				-95.8%
ACCESS LYNX	9.7%	8.7%	7.7%	8.4%	11.0%	4.0%	8.3%	9.9%	1.1%	4.2%	2.8%		6.8%
VanPlan	4.7%	6.9%	1.1%	0.0%	9.3%	-2.0%	6.7%	-7.2%	-15.0%	-5.7%	-15.7%		-2.0%
SUBTOTAL - OTHER SERVICES	8.5%	-2.1%	-6.1%	-17.8%	11.5%	3.0%	8.0%	6.0%	-2.7%	2.0%	-1.7%		0.3%
TOTAL ALL SERVICES	4.7%	6.9%	9.9%	7.6%	8.2%	6.2%	1.1%	4.3%	-1.0%	3.3%	3.1%		4.9%
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
NeighborLink	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
Rudolph Walter
(Technical Contact)

Phone: 407.841.2279 ext: 6009

Item Name: Planning and Development Report

Date: 9/27/2012

FlexBus

The Cities of Altamonte Springs, Casselberry, Maitland and Longwood identified 103 potential stations based upon anticipated trip generators and destinations. Transystems is modeling ridership between stations to rank stations based upon potential ridership to other stations. This information is currently under analysis to determine the initial number of stations to deploy for the demonstration and to calculate the vehicle requirements and the associated capital and operating costs.

MORETMCC

The *Evaluation Report* and *Phase II Final Report* have been completed and submitted to the Federal Transit Administration. This project resulted in the implementation of internet access to the scheduling system for ACCESS LYNX customers. Customers and their representatives are able to reserve trips, verify trips, and cancel trips using the on-line module.

Staff attended the 2012 National Rural ITS Conference in Biloxi, MS and presented the progress on this project and attended the national project team meeting.

SHELTERS

The shelter counts listed below represent shelter counts to date:

Orange County:

Shelters: As of the end of August, LYNX has installed to date a total of 29 shelters as part of the FY 2012 budget. In addition, staff is in the process of finishing designs suitable for permitting for shelters for FY 2013. Tentative corridors include Old Winter Garden Road and State Road 50.

Transit Centers:

LYNX is still looking at other alternatives for Park Promenade.

Seminole County

Shelters: As of the end of August, LYNX has installed as part of the FY 2012 budget a total of 10 shelters in Seminole County. An additional 10 sites are still 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.

Transit Centers:

LYNX was approached by the City of Altamonte Springs for improvements to the layover at the Altamonte Mall. Benches and trash cans have been installed at the current location to much appreciation from the riders. A proposed new layover location is being designed.

Osceola County:

Shelters: As of August, LYNX has installed 20 shelters within the City of Kissimmee and Osceola County as part of the FY 2012 budget to date. 12 of these shelters replaced the 20/20 media shelters.

Transit Centers:

With respect to the proposed 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 still waiting on Avatar Properties to execute an agreement for the portion of the site where the bus pullout bay will be constructed.

Permitting for Kissimmee Transfer Center is finishing. Bid award is anticipated at the November Board of Director's meeting. Construction is anticipated to be completed by June 2013.

City of Orlando:

Shelters: LYNX has installed a total of 45 shelters as part of the FY 2012 budget to date.

Transit Centers:

LYNX is currently pursuing options for the relocation of the Rosemont Superstop. Preliminary engineering has been programmed for the FY 2013 budget. In addition, rehabilitation for Colonial Plaza and Washington Shores is being analyzed.

ROADWAY PLAN REVIEW.

Orange County/FDOT Multimodal Improvements on Alafaya Trail- LYNX is coordinating with the responsible parties for median improvements and multi-modal improvements along this corridor as part of larger planning projects that are currently underway. LYNX staff attended the field charette in early September.

Orange Blossom Trail Improvements from SR 408 to SR 50-LYNX is coordinating with the responsible parties to address passenger amenities along this corridor.

ADA Bus Pads on SR 436-LYNX was not able to secure federal funding for this improvement. FDOT agreed to fund this project and move construction to January 2013. A consent item has been included for this board meeting.

US 192 ALTERNATIVES ANALYSIS

The US 192 Alternatives Analysis team has recently completed the development of a “long list” of alternatives to address transportation challenges identified in the Osceola and Kissimmee corridors. Alternatives considered are intended to improve transit travel times, frequency, coverage and the LYNX system accessibility and identity within the study area. Initial alternatives identified included bus, bus rapid transit, streetcar, light rail, heavy rail, commuter rail, monorail, Maglev and high speed rail. A first level screening narrowed the team’s focus to four technologies including bus, bus rapid transit (BRT), streetcar and light rail. These four technologies have been further refined to include potential routes, alignments, stations and service patterns. In partnership with Osceola County, LYNX staff has presented these alternatives to the Project Advisory Working Group (comprised of representatives of the Federal Transit Administration, Florida Department of Transportation, MetroPlan, City of Kissimmee, City of St. Cloud, Lake-Sumter MPO, and ReThink) and will present and solicit feedback on these alternatives at public workshops in Osceola County on October 2.

LYNX Orlando Trail

In collaboration with the City of Orlando, LYNX staff has prepared a design/build RFP that will be released upon successful conclusion to remaining right-of-way verification. LYNX seeks to work with adjacent property owners to promote consistency and compatibility in design.

LYMMO Expansion Projects

East/West BRT – PCL Construction Services, Inc. has completed 60% design plans and has reached a point where they are comfortable negotiating a Guaranteed Maximum Price for the project (consent item included in this meeting). Construction is anticipated to begin in early November with revenue service beginning in the Fall of 2013 prior to the opening of SunRail.

Parramore BRT – ZMG Construction, Inc. will complete the 30% design plans for the project by the end of September. LYNX staff and the City have been working with ZMG team to work out final design and scope issues as well as determine additional enhancements to the BRT guideway within Creative Village. ZMG is developing a recovery schedule so that a significant portion of the BRT will be in revenue service in conjunction with the opening of the East/West BRT in the Fall of 2013.

North/South LYMMO Expansion – LYNX, along with City of Orlando Transportation Planning Division, FDOT, and Orlando Health have been working to develop potential implementation of the South LYMMO BRT line. FDOT, the City, and LYNX conducted a tour on July 25th with FDOT staff from across the state to explore the inclusion of South LYMMO expansion project on the state Strategic Intermodal System (SIS) as a SIS connector. Staff is currently looking at incremental BRT improvements to Sligh Blvd and Transit Signal Priority (TSP) at the intersection of Columbia and Orange Avenue.

Monthly Report F: Communications Report

To: LYNX Board of Directors

From: **Kathy Clary**
 DIRECTOR OF MARKETING COMM
Maria Colon
 (Technical Contact)
Matthew Friedman
 (Technical Contact)
Ro Norman
 (Technical Contact)

Phone: 407.841.2279 ext: 6161

Item Name: **Communications Report**
Communications Report

Date: 9/27/2012

Advertising Sales

ADVERTISING SALES	2012	2012
Advertising Sales Revenue	\$121,500	\$112,957
Net Revenue to LYNX Fiscal Year to Date	\$911,088	\$1,024,045

Website Usage

WEBSITE USAGE	JULY 2012	AUGUST 2012
Total Page Views	409,320	450,941
Total User Visits	99,990	110,228

Vanpool Program

VANPOOLS	JULY 2012	AUGUST 2012
Vanpool Participants	493	486
Total Revenue Miles YTD	793,038	1,068,059
New Vanpools	2	1
Returned Vanpools	12	1
Current Vans in Service	59	60
Pending Vanpool Interest	KSC (1)	KSC (1)
	TSA (2)	TSA (2)
	DEPARTMENT OF DEFENSE (3)	DEPARTMENT OF DEFENSE (1)
	VETERANS AFFAIRS (2)	VETERANS AFFAIRS (3)
	LOCKHEED MARTIN(1)	LOCKHEED MARTIN(1)
	KRATOS DEFENSE(1)	
Phone Inquiries	23	18

Summer Concert Series

LYNX continued outreach efforts with the “Tunes in the Terminal” concert series. With more than 12 performances, the concerts provide an opportunity to inform passengers about LYNX presence in the social media world and encourage following on FACEBOOK and signing up for service alerts. An estimated weekly average of 200 people stop to listen and enjoy the sounds of music while waiting for their bus. The program concludes on September 27.

Second Annual District 4 Back to School Day

-On August 11, 2012, the Communications department participated in the Second Annual District 4 Back to School Day event sponsored by Orange County Commissioner Jennifer Thompson. Pencils, applications for LYNX IDs and general information about LYNX routes were distributed. More than 800 parents and students attended this event.

Passion, Pride, Performance Nominee- Tiffany Jones

-On July 27 2012, Tiffany Jones (ACCESS LYNX Safety and Training Coordinator) received a call from LYNX dispatch.

-The woman on the phone told Tiffany that she lived out of state, but her daughter was staying in Altamonte Springs.

The woman also said there was a train ticket for her daughter at the Orlando Amtrak Station, but she had no way of getting her daughter to the train station, and her daughter had no money for a cab. Tiffany got the daughter's cell phone number and called her.

-Tiffany picked up the woman's daughter and drove her, her cat and her luggage to the Orlando Amtrak Station, where she safely boarded the train.

-This sole example of Tiffany's sense of urgency and compassion was clearly displayed and is apparent in her everyday interaction with the people LYNX serves.

Passion, Pride, Performance Nominee- Ben Gonzalez

-On July 27, 2012 Ben Gonzalez (ACCESS LYNX Safety and Training Coordinator) was scheduling his list of various facilities and NeighborLink transfer points to visit, and decided to assist an ACCESS LYNX customer whose eligibility for paratransit services had expired.

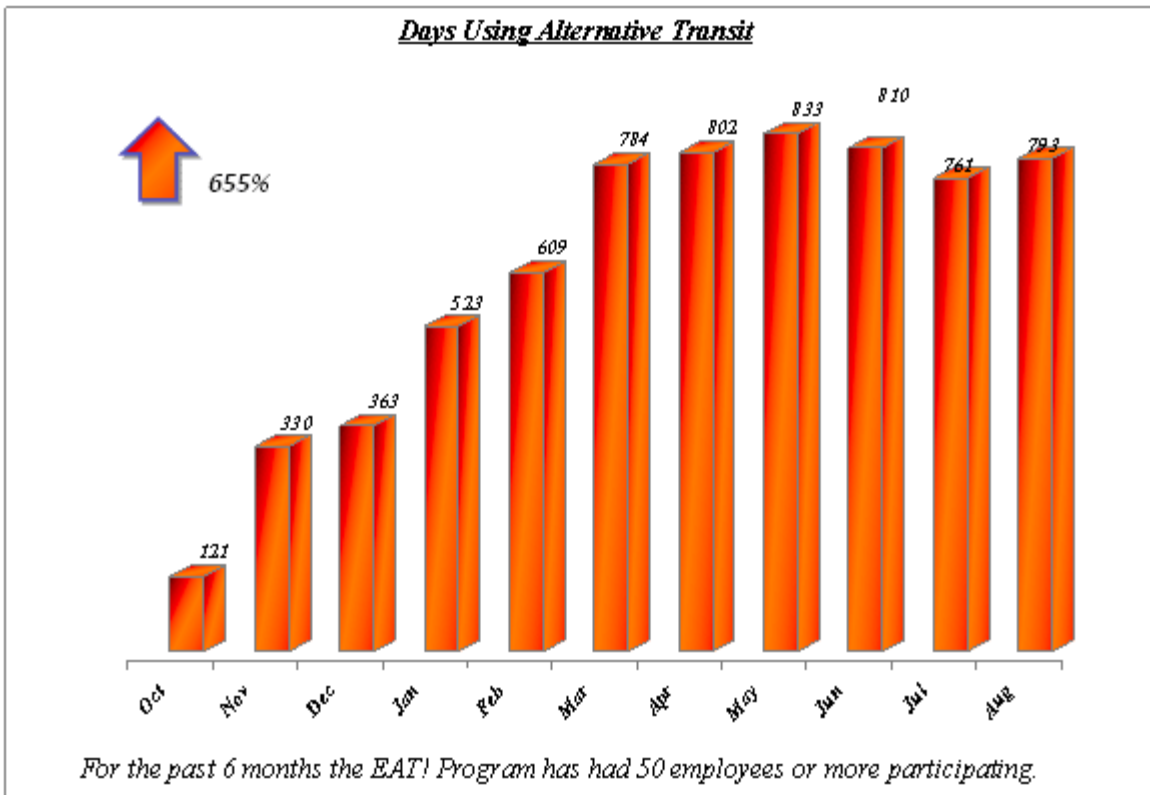
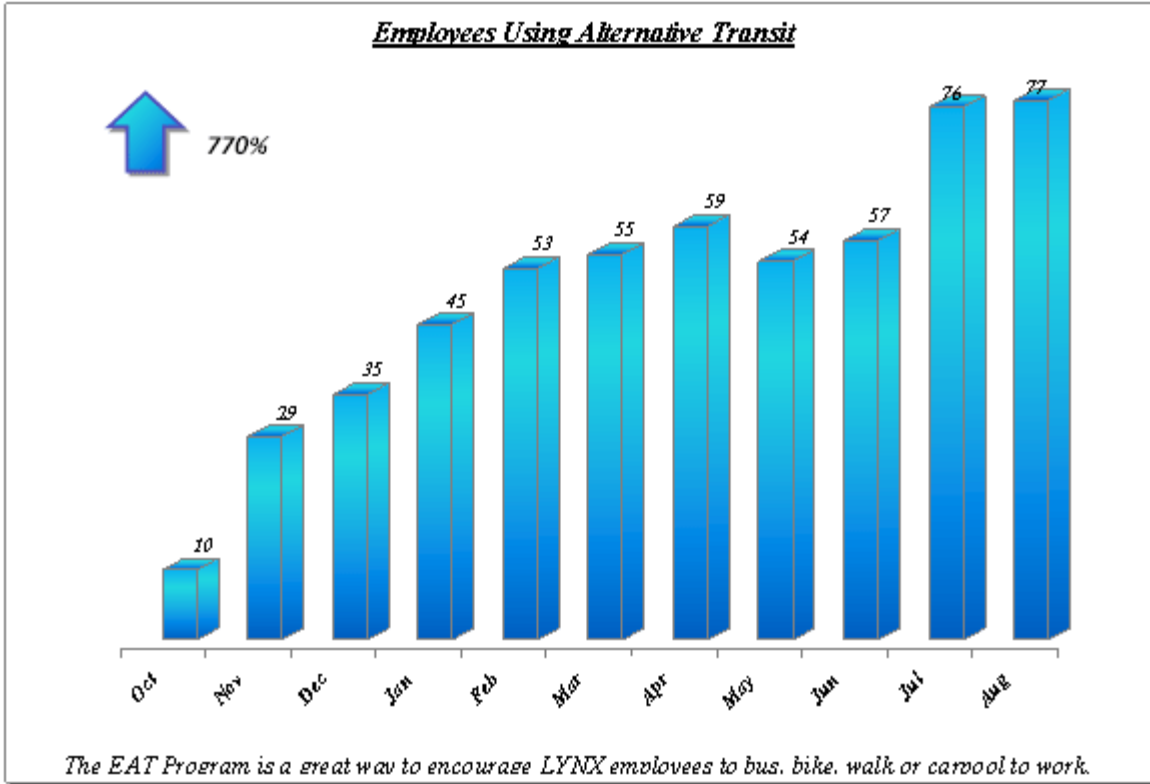
-Ben talked to the customer and the customer advised him that his wife, who was out of town, normally handled the completion & verification of his ACCESS LYNX paperwork. The customer was unable to complete the application, have it verified by his medical professional, and return it to ACCESS LYNX.

-Ben took it upon himself to go to the customer's home in St. Cloud to assist with filling out the application, taking the application to the customer's doctor to complete, and back to LYNX to finalize the processing of the application.

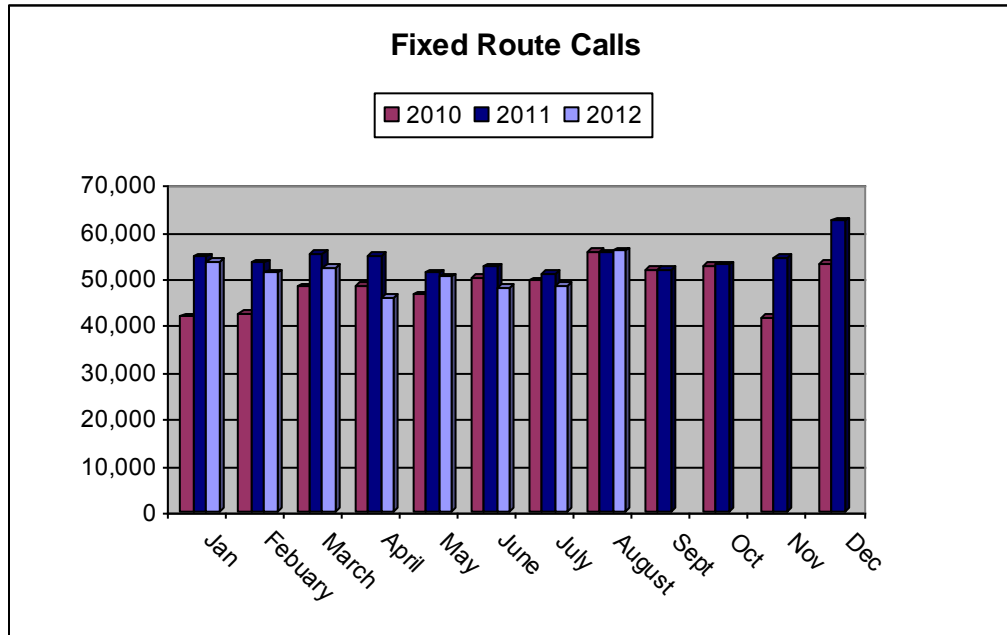
-This is just one of many examples of compassion, kindness, and true concern that Ben Gonzalez displays for the people that LYNX serves.

LYNX Employee Alternative Transportation

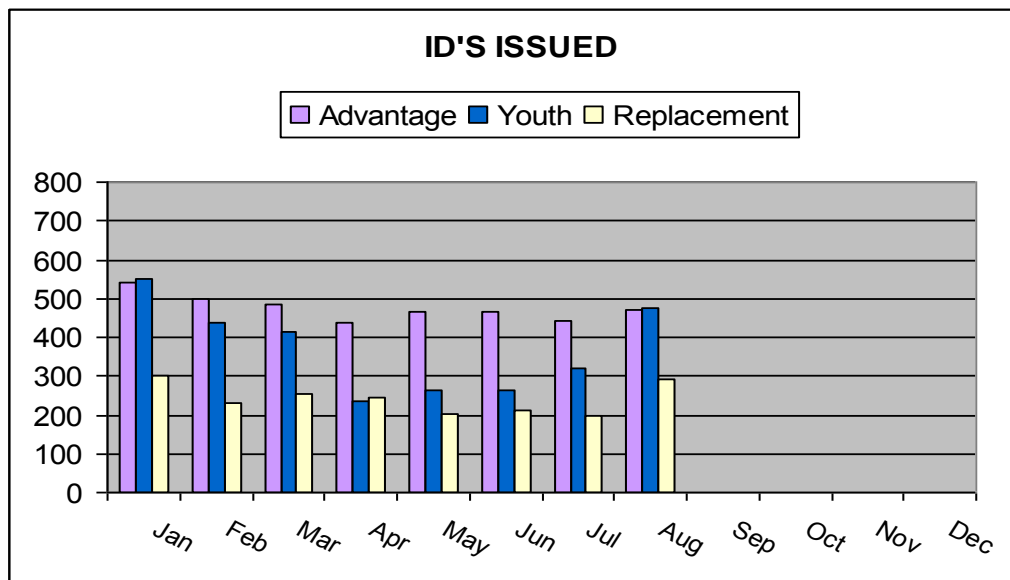
Employee Alternative Program (EAT!)- The number of employees using Alternative Transit has gone up 770% since Oct. 2011. EAT Participants drove 28,590 fewer miles and averted nearly 11 tons of carbon emissions.



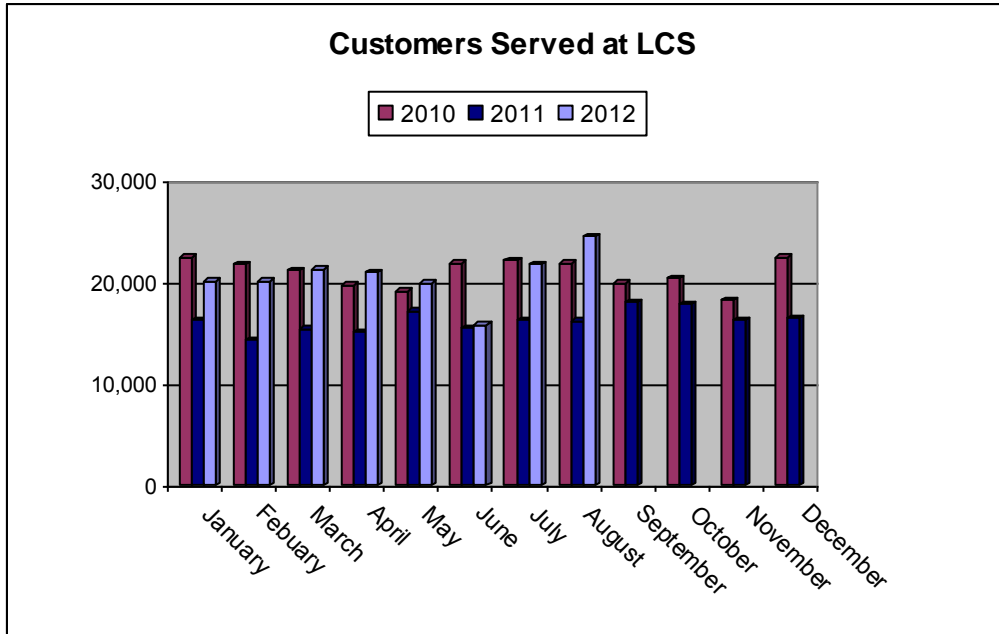
Customer Service



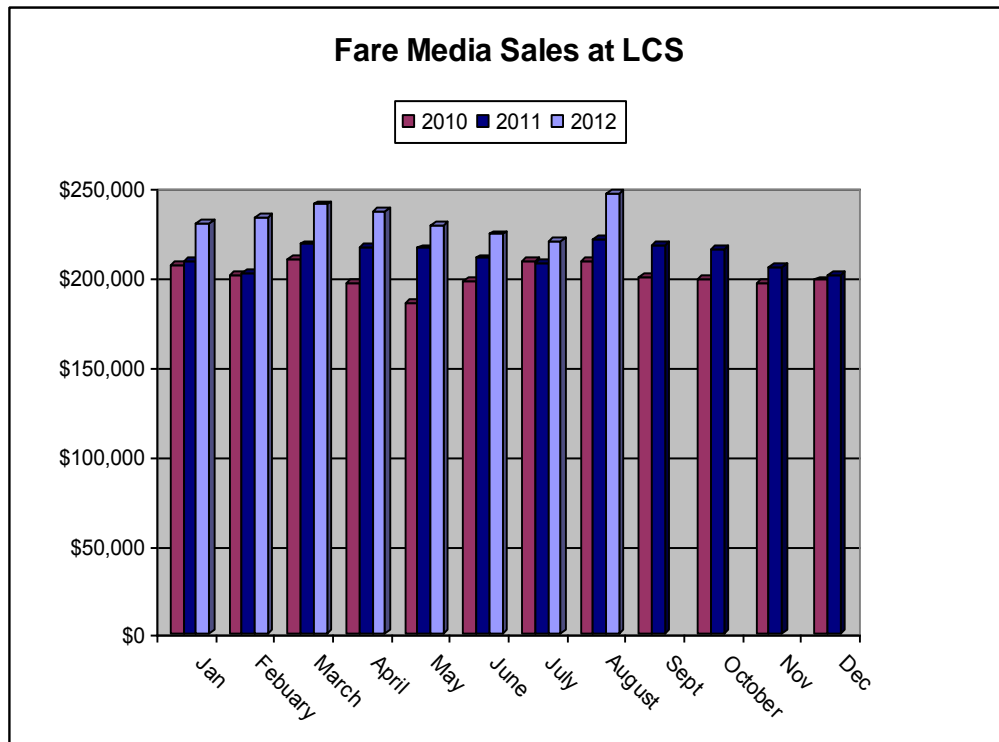
	2012	2011	2010
July	48,260	50,793	49,292
August	55,789	55,245	55,444



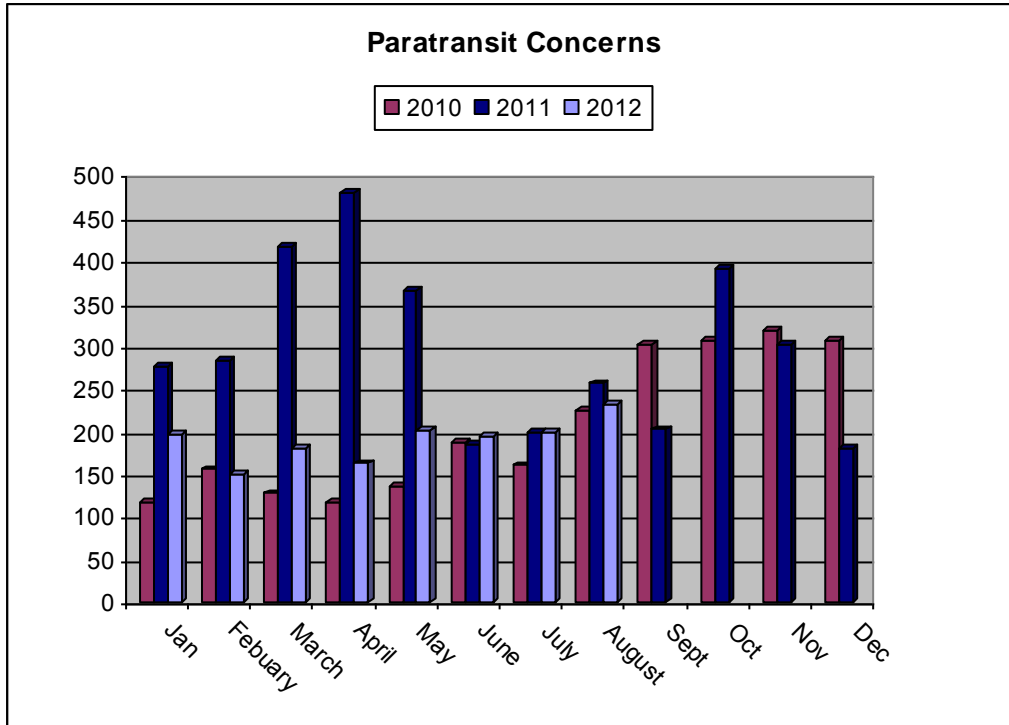
	Advantage	Youth	Replacement
July	441	320	197
August	469	473	293



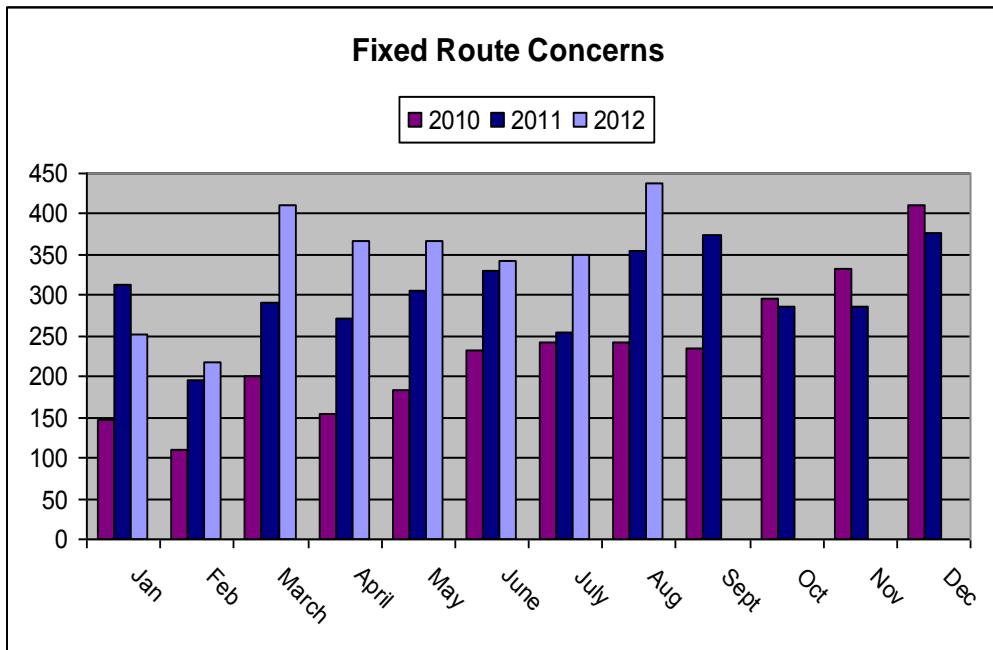
	2012	2011	2010
July	21,729	16,253	22,181
August	24,480	16,155	21,843



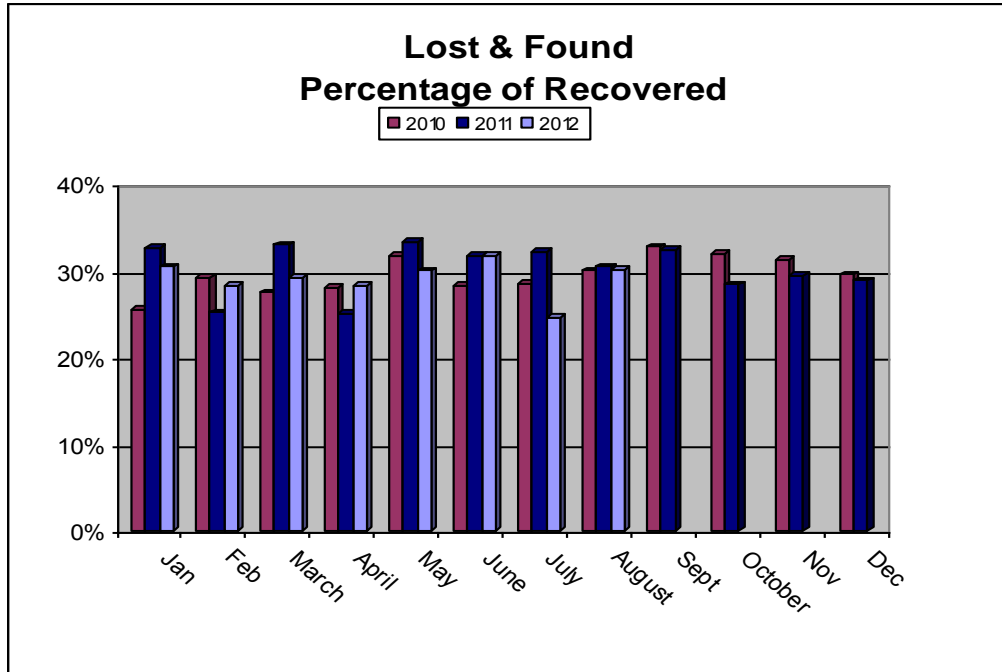
	2012	2011	2010
July	219,501	207,190	208,745
August	246,027	220,560	208,873



	2012	2011	2010
July	200	199	160
August	232	256	224



	2012	2011	2010
July	349	255	242
August	437	354	243



	2012	2011	2010
July	24.60%	32.17%	28.47%
August	30.09%	30.50%	29.99%

July & August Presentations	
City Year	ID's

Press Releases/Media Notes

- July 2...Independence Day service level.
- July 2...BOD meeting date change.
- July 9...ACCESS LYNX phone lines down.
- July 9...ACCESS LYNX phone lines working.
- July 9...Intercession City workshop.
- July 16...NeighborLink survey and 5 year birthday.
- July 26...ADA 22nd anniversary.
- Aug. 16...September service changes.
- Aug. 25...Tropical Storm Isaac preparedness.
- Aug. 27...Tropical Storm Isaac service update.

Stories

- July 8...Orlando Sentinel mention of former employee in story on student loan debt.
- July 13...WOFL-TV/FOX 35 story on FlexBus technology.
- July 16...WFTV-TV/Channel 9 story on FlexBus technology.
- July 18...Orlando Sentinel editorial mention of CEO severance.
- July 19...Central Florida News 13-TV on state of good repair grant.

LYNX Board Agenda

July 20...Orlando Sentinel mention in story on 2012 Orange County budget.
July 23...Orlando Business Journal on state of good repair grant.
July 23...WMFE-Radio on state of good repair grant.
July 24...Orlando Sentinel on operator Victor Torres becoming state representative.
July 24...WOFL-TV/FOX 35 on operator Victor Torres becoming state representative.
Aug. 4...WDBO-Radio interview Road Ranger Mike Cocomazze about helping stranded passengers.
Aug. 17...Orlando Sentinel on magistrate ruling.
Aug. 17...Orlando Business Journal daily on magistrate ruling.
Aug. 23...WFTV-TV/Channel 9 story on operators assisting lady in crisis.
Aug. 23...WESH-TV/Channel 2 story on operators assisting lady in crisis.
Aug. 29...Orlando Sentinel mention in story on Todd Long/Alan Grayson race.

Social Media

July 2...Independence Day service level.
July 2...Bad weather service levels.
July 2...BOD meeting date change.
July 5...Tunes in the Terminal.
July 9... ACCESS LYNX phone lines down.
July 9...ACCESS LYNX phone lines working.
July 9...Intercession City workshop.
July 12...Tunes in the Terminal.
July 16...International pass ordering.
July 16...NeighborLink survey and 5 year birthday.
July 18...RedCoach new stop at LCS.
July 18...Response to new customer enjoying LYNX service.
July 19...Tunes in the Terminal.
July 19...State of good repair grant.
July 23...Intercession City workshop.
July 23...Response to Intercession City workshop.
July 24...Orlando Sentinel on operator Victor Torres becoming state representative.
July 26...Customer request for planning a trip.
July 26...Question about Waterford Lake area service.
July 26...Customer request for planning a trip.
July 26...Tunes in the Terminal.
July 26...ADA 22nd anniversary.
July 31...Response to travel question.
Aug. 1...Tunes in the Terminal.
Aug. 7...Response to passenger complaint about weather delays.
Aug. 9...Tunes in the Terminal.
Aug. 13...Response to customer statement.
Aug. 13...Response to international bus purchase question.
Aug. 16...September service changes.
Aug. 16...Tunes in the Terminal.
Aug. 23...Tunes in the Terminal.
Aug. 25...Reminder to keep comments clean.
Aug. 25...Tropical Storm Isaac preparedness.

LYNX Board Agenda

- Aug. 26...Tropical Storm Isaac service update.
- Aug. 27...Tropical Storm Isaac service update.
- Aug. 27...Response to customer complaint.
- Aug. 29...Best week of likes in a long time (26). Thank you for liking.
- Aug. 29...Response to Link 57 on-time performance comment.
- Aug. 30...Tunes in the Terminal.
- Aug. 30...Response to Link 57 on-time performance comment.
- Aug. 31...Response to Tunes in the Terminal question.

WEBSITE USAGE	JULY 2012	AUGUST 2012
Total Page Views	409,320	450,941
Total User Visits	99,990	110,228

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: 9/27/2012

Florida State Revenue Limitation, Amendment 3 (2012)

The Florida State Revenue Limitation, called Amendment 3, also known "Smart Cap", is on the [November 6, 2012, state ballot](#) in [Florida](#) as a [legislatively-referred constitutional amendment](#).

The measure proposes replacing existing revenue limits with a new limitation based on inflation and population change. Any funds that exceed the revenue limits would be placed in the state's "rainy day fund." Once the fund reaches 10% of the prior year's total budget the [Florida State Legislature](#) would be required to vote to either provide tax relief or reduce property taxes.

The proposed measure requires 60 percent voter approval for adoption.

Background - [Taxpayer Bill of Rights \(TABOR\)](#)

The proposed legislation is modeled after [Colorado's Taxpayer Bill of Rights](#) which limited state revenue using a formula based on population growth and inflation. The measure was approved in Colorado in 1992. Opponents include the AARP and the [League of Women Voters](#).

In order to qualify for the November 2012 ballot - the amendment requires approval by a minimum of 60% in the both the [House](#) and the [Senate](#).

Congress agrees to a Continuing Resolution for Government Operations for first six months of the Federal fiscal year.

Congressional leadership in both chambers agreed to a six month CR although there was significant grumbling by rank and file members of both parties. This means that Congress will have six months, until March 31, 2013, to finalize the federal budget.

However, there is still the matter of Sequestration, which is scheduled to begin in January 2013. Sequestration is part of the Budget Control Act of 2011 (Public Law 112-25).

Last year the United States was running up against its debt ceiling and Congress needed to pass legislation to raise it. The House Republicans opposed raising the debt ceiling unless that action was accompanied by significant deficit reductions. After weeks of negotiating, Congress agreed to a bill that would raise the debt ceiling, but would also impose some spending cuts immediately and would create a mechanism to obtain additional future cuts.

This agreement became the above-mentioned Budget Control Act of 2011. To achieve the future savings, the Act created a Joint Select Committee on Deficit Reduction (also known as the "Super Committee"). The Joint Committee included House and Senate Republicans and House and Senate Democrats. The purpose of the Joint Committee was to identify \$1.2 trillion in deficit reductions over 10 years. The reductions could be in the form of spending cuts or tax increases or both. If the Joint Committee could not reach agreement on the deficit reduction, then the law would automatically impose a sequester.

A sequester is a spending reduction applied to a wide number of agencies on an equal across-the-board manner. The sequester is designed to cut all programs, projects and activities an equal amount. So far, the Joint Committee has not reached an agreement. As a result the sequestration will happen in January 2013. For Fiscal Year 2013 the sequestration will cut \$108 billion. Of that total, \$55 billion will come from defense spending and the remaining \$53 billion will come from non-defense accounts.

The Budget Control Act did make some exceptions to the sequester. On the defense side, the President could exempt personnel costs -- which President Obama did. On the domestic side the following programs were exempted:

- Social Security;
- Medicaid;
- Low income support programs like children's health, food stamps, welfare payments;
- Veterans Affairs programs;
- Pell Grants;
- Medicare cuts are limited to 2% (the cuts affect payments to providers only, not beneficiaries);
- Interest on the debt.

Taking out the exempted programs, all other defense programs would be subject to an 11.2% cut. All non-defense programs would be subject to an 8% cut.

In other words, once in Fiscal Year 2013, if you are receiving government funding for any program or grant, it will be cut by 8% if Congress does not change the law.

Congress will probably not be able to find a workable plan before the elections.

Currently, Congress continues its August recess. They will not return to session until the week of September 10, after the party conventions in Tampa and Charlotte.

Mitt Romney announced Rep. Paul Ryan (R-WI) as his running mate. Rep. Ryan has not been particularly involved in transportation policy issues or initiatives during his tenure in Congress beyond raising concerns about the financial commitment to the Highway Trust Fund and its impact on the overall federal budget. He, like all House Republicans, opposed the 2009 ARRA stimulus bill which included significant infrastructure funding. He voted for the “Broun” amendment to MAP-21 that would have drastically reduced highway spending down to a level that the existing Trust Fund revenues could fund, but he did vote in favor of final passage of MAP-21.

During the last few weeks, US DOT has been busy issuing MAP-21 implementation materials, various reports, and state funding announcements.

The Senate Finance Committee passed bi-partisan legislation that, if enacted, would extend a long list of expired and expiring tax provisions commonly known as “extenders,” including transit commuter benefits and the alternative fuels tax credit. The bill passed the committee by a vote of 19-5.

Transit Commuter Benefits – The current extenders proposal provides parity between transit and parking benefits at \$240 per month through December 31, 2013. The maximum monthly level allowed for pre-tax or tax free transit commuter benefits was reduced from \$230 to \$125 per month on January 1, 2012 when Congress failed to extend the higher amount. Transit commuters across the country have been significantly impacted as many transit systems were forced to raise fares during the same time frame that transit benefits were reduced. The maximum monthly parking benefit increased in 2012 to \$240 per month at the same time transit benefits were reduced.

The provision is also extended retroactively to January 1, 2012. “Expenses incurred prior to enactment by an employee for employer-provided vanpool or transit benefits may be reimbursed by employers on a tax-free basis to the extent they exceed \$125 per month and are less than \$240 per month, but only to the extent that such amount has not already been excluded from such employee’s taxable compensation.” Retroactive application of this benefit will be challenging, but this is a good policy step to have the parity level maintained in consecutive years.

Alternative Fuels Tax Credit – The bill passed by the Senate Finance Committee would also extend the alternative fuels tax credit through December 31, 2013 and also make the credit retroactive to January 1, 2012.

The tax credit provided a rebate to transit providers that fueled all or some of their fleet with Compressed or Liquefied Natural Gas (CNG/LNG). The expiration of the alternative fuels provision eliminated tens of millions of dollars in revenue for transit agencies across the nation that are struggling to meet operating budgets. Additionally, the credit served as a strong incentive for agencies to move to the clean burning fuel at a time when domestic energy independence remains an important national goal.

Additionally, the tax extenders package also includes the vehicle refueling property tax credit (\$30,000 or 30%). This provision makes available a 30-percent credit for the cost of installing qualified clean-fuel vehicle refueling property to be used in a trade or business of the taxpayer or installed at the principal residence of the taxpayer. The credit may not exceed \$30,000 per taxable year. Generally, in the case of qualified refueling property sold to a tax-exempt entity (including transit agencies), the taxpayer selling the property may claim the credit.

US DOT Redistribution of Unused Earmarks

On August 17, as part of President Obama's "We Can't Wait" infrastructure initiative, US DOT Secretary Ray LaHood announced the release of \$473 million in unspent transportation funding to states. The funding is comprised of unobligated highway earmarks that were appropriated between FY'03 and FY'06. According to US DOT, "the stalled money will be used this year -- states must identify the projects that will receive the funds by October 1 and obligate it by December 31, 2012." Funds not obligated December 31 will be "proportionally redistributed in FY'13 to states that met the deadline."

The US DOT release explains that state departments of transportation will have the ability to use their unspent earmarked highway funds on any eligible highway, transit, passenger rail, or port project.

The unspent money is being returned to the State DOTs to use on other transportation projects, including transit! It's up to the State DOTs on how to spend the money. Florida has about \$11.3 million to distribute to other transportation projects.

The money must be spent quickly though. State DOTs have to identify projects by October 1 and obligate the money by December 31. So FDOT should be looking for projects that are ready to go, which I am sure LYNX has but you'll have to go through FDOT.

FTA FY'14 New Starts Guidance

FTA has announced initial details of its plan for the FY'14 New Starts & Small Starts Annual Report.

New Starts and Small Starts project sponsors who are seeking an FTA funding recommendation for FY'14 funds, or whose project has had significant changes since last year's report, are asked to submit their updated information to FTA. The submission deadline is September 14, 2012.

FTA is maintaining the same reporting requirements as it had for FY'13 - there are no MAP-21 related changes at this time. It would require considerable effort for transit agencies to comply with new MAP-21 requirements in less than a month before information is due to FTA.

FRA Notice of Proposed State Rail Plan Guidance

LYNX Board Agenda

The Federal Railroad Administration (FRA) published a notice in the August 14 Federal Register requesting public comment on its proposed State Rail Plan Guidance as required by the Passenger Rail Investment and Improvement Act (PRIIA).

States that completed State rail plans before the date of enactment of PRIIA, October 16, 2008, that substantially meet the requirements of PRIIA as determined by FRA (acting for the Secretary of Transportation), will be deemed accepted and eligible for capital grants under Sections 301, 302, and 501 of PRIIA. Further, for State rail plans that were completed after the enactment of PRIIA and prior to this issued guidance, FRA will treat them as if they were completed prior to the enactment of PRIIA. Because State rail plans must be updated at least every five years, they will be reviewed and accepted by FRA on a rolling basis.

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 - September 2012

Date: 9/27/2012

EMPLOYEE / DEPARTMENT	DESTINATION	PURPOSE	DEPARTURE AND RETURN DATES	TOTAL ESTIMATED AGENCY COST	AGENCY COST
William Zielonka Operations	Tampa, FL	Attend the NTI-CUTR Crisis Training Class for Transportation Employees	9/12/2012	0	0
Doug Jamison Planning	Biloxi, Ms	Attend 2012 National Rural ITS Conference and associated Human Services Workshop related to MORE TMCC Grant.	09/16/2012-09/22/2012	1,283	0
William Hearndon Operations	Gulfport, MS	Attend 2012 National Rural ITS Conference and Associated Human Services Workshop related to MORE TMCC Grant.	09/16/2012-09/21/2012	1,711	0
Joseph Cheney Operations	Washington, DC	Attend the Transit Cooperative Research Program (TCRP) to serve on panel for new Synthesis Study SA-32 on System Specific Fleet Spare Ratios	09/27/2012-09/29/2012	30	0
John Lewis Executive	Seattle, WA	Attend American Public Transportation Assoc. (APTA) Annual Meeting as a Member of Board of Directors	09/28/2012-10/03/2012	3,012	3,012
Edward Johnson Executive	Seattle, WA	Attend the 2012 Annual Meeting for the American Public Transportation Association (APTA)	09/28/2012-10/03/2012	2,190	2,190

LYNX Board Agenda

EMPLOYEE / DEPARTMENT	DESTINATION	PURPOSE	DEPARTURE AND RETURN DATES	TOTAL ESTIMATED AGENCY COST	AGENCY COST
TOTAL ESTIMATED COSTS and AGENCY COSTS				8,226	5,202

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 - August 2012

Date: 9/27/2012

EMPLOYEE / DEPARTMENT	DESTINATION	PURPOSE	DEPARTURE AND RETURN DATES	TOTAL ESTIMATED AGENCY COST	AGENCY COST
John Lewis Executive	Washington, DC	Preside as Chairman of the American Public Transportation Association (APTA) at Committee Meeting on August 9-10. Personal time will be spent with family in Richmond, VA	08/09/2012-08/13/2012	679	679
John Lewis Executive	Tampa, FL	Attend Conference of Minority Transportation Officials (COMTO) Central Florida Chapter Board Meeting	08/21/2012	53	53
Benjamin Gonzalez Operations	Wildwood, FL	Attend the Substance Abuse Management and Program Compliance Training	08/23/2012	0	0
Tiffany Jones Operations	Wildwood, FL	Attend the Substance Abuse Management and Program Compliance Training	08/23/2012	0	0
Rajendranath Beharry Operations	Wildwood, FL	Attend the Substance Abuse Management and Program Compliance Training	08/23/2012	0	0

LYNX Board Agenda

EMPLOYEE / DEPARTMENT	DESTINATION	PURPOSE	DEPARTURE AND RETURN DATES	TOTAL ESTIMATED AGENCY COST	AGENCY COST
Stephen Berry Human Resources	Wildwood, FL	Attend the Substance Abuse Management and Program Compliance Training	08/23/2012	0	0
John Lewis Executive	New Brunswick, NJ	Attend as Advisory Board Member, Rutgers University, National Transit Institute (NTI) Board Meeting.	08/22/2012-08/24/2012	0	0
Kenneth Jamison Planning	Boston, MA	Attend the APTA ITS Best Practices Workshop to present the FlexBus project	08/26/2012-08/28/2012	1,131	0
TOTAL ESTIMATED COSTS and AGENCY COSTS				1,863	732