




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 September 27, 2012 Board of Directors' Meeting Pg 4

3. Recognition

- Passion, Pride and Performance Award: Alex Ortiz and Jose Monero, Bus Operators; Mike Cocomazze, Road Ranger.

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. Executive Session

7. Consent Agenda


A. Release Requests for Proposal (RFP)

















- i.  Authorization to Release a Request for Proposal (RFP) for the Existing LYMMO Guideway and Station Rehabilitation Pg 12

B. Award Contracts






- i.  Authorization to Award a Contract to Data Transfer Solutions, Inc. for the Bus Stop Facility Database and Accessibility Study Pg 14
- ii.  Authorization to Award Multiple Contracts on a Task Order Basis to Gray Robinson P.A., Southern Strategy Group of Orlando and William J. Peebles, P.A. for State Lobbying Services Pg 16
- iii.  Authorization to Award a Contract to Process Architecture, LLC for Non-Traditional Style Shelter Design, engineering and Installation Services Pg 18
- iv.  Authorization to Ratify the Award of Contract to Kittelson & Associates, Inc. for the State Road 50 Alternative Analysis (AA) Pg 20
- v.  Authorization to Award Contract #13-C06 Landscape Maintenance - LYNX' Facilities to D3 Enviroscope, LLC. Pg 22
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C. Extension of Contracts

- i.  Authorization to Exercise the Second Option Year of Contract #09-C07 with Data Transfer Solutions, LLC for General Consultant Services Pg 26









ii.	 Authorization to Exercise Second Option Year of Contract #09-C08 with Reynolds, Smith and Hills, Inc. for General Consultant Services	Pg 28
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ii.	 Authorization to Amend Contract #11-C18 with Diamond Investigations and Security, Inc.	Pg 33
iii.	 Authorization to Purchase Nineteen (19) Diesel Replacement Transit Buses under LYNX Contract #09-C05 with Gillig, LLC	Pg 35
iv.	 Authorization to Execute FY 2013 Job Access Reverse Commute (JARC) and New Freedom Program (NFP) Agreements with Local Coordinating Human Services Agencies	Pg 37
	-Attachments 	
v.	 Authorization to File Grant Applications with the Florida Department of Transportation (FDOT) for FY 2014 Section 5311 Federal Transit Administration (FTA) Non-Urbanized Area Program Funds and FY 2014 Section 5310 Federal Transit Administration Transportation for Elderly Person and Persons with Disabilities Program Funds	Pg 56
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vi.	 Authorization to Execute Sub-recipient Agreements between LYNX and Meals On Wheels Etc., Seminole Behavioral Healthcare, The Opportunity Center, and Independent Transportation Network Orlando for Section 5317 (New Freedom Program - NFP) Federal Transit Administration Large Urbanized Area Program Funds and Section 5316 (Job Access and Reverse Commute - JARC) Federal Transit Administration Small Urbanized Area Program Funds	Pg 62
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vii.	 Authorization to Adopt Metroplan Orlando's FY2012/2013 Unified Planning Work Program (UPWP)	Pg 73
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8. Action Agenda

A.	 Authorization to Enter into a Joint Use Agreement with Rida Development Corporation for the Construction of a Public Accessway Along the 60' strip of Land Adjacent to the East Side of the Sunrail Corridor Linking a Transit Facility to a Transit-Oriented Development (TOD)	Pg 95
B.	 Authorization to Implement the December 16, 2012 Proposed Service Changes	Pg 97
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C.	 Authorization to Enter into a Collective Bargaining Agreement with Amalgamated Transit Union (ATU) Local 1596	Pg 142

9. Other Business

10. Monthly Reports

- A.  Preliminary Monthly Financial Reports - September 30, 2012 Pg 230
-Attachments 
- B.  LYNX American Recovery and Reinvestment Act Project Status Report Pg 237
- C.  Ridership Report Pg 238
- D.  Planning and Development Report Pg 242
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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: **September 27, 2012**

TIME: **2:05 p.m.**

Members in Attendance:

City of Orlando, Mayor Buddy Dyer, Chairman
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 2:05 p.m. Chairman Dyer asked Secretary Noranne Downs to lead the Pledge of Allegiance.

2. Approval of Minutes

Motion was made and seconded to approve the Minutes of the August 9, 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 Ben Gonzalez, ACCESS LYNX Safety and Training Coordinator, for his excellent customer service assisting a customer with paratransit service eligibility.

Mr. Lewis recognized Tiffany Jones, ACCESS LYNX Safety and Training Coordinator, for her excellent customer service assisting a customer with a sense of urgency and compassion when the customer's safety was a concern.

Mr. Lewis recognized an outstanding member of LYNX' staff, Tony Walter. Tony first came to work for LYNX October 19, 1994, as a Senior Planner. During his tenure from 1994 until July 20, 2002, he was promoted to Project Manager and then to Manager of Planning. Tony oversaw the project for shelters that looked like umbrellas with a round bench around the base. Tony left LYNX in 2002 and returned March 23, 2009 as Director of Planning.

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

20 Years of Service:

Albert Martinez, Material Control

30 Years of Service:

Janell Thomas, Administration, Safety & Security

4. Public Comments

Prior to taking comments from the Public, Chairman Dyer made a statement:

Yesterday, September 26, 2012, LYNX' Management sent a letter to members of the Board stating that they were hopeful that there could be a resolution of, if not all, 8 articles. Several of the articles related to the Contract impasse between ATU Local 1596 and LYNX.

Before entering into the black-out period, as Chairman, I had encouraged both Management and Labor to work together as far as they could to find common grounds on the articles in dispute. To date, there has been no resolution but have decided to postpone hearing scheduled for today in hope that both parties could engage in good faith negotiation.

It is my understanding that during the course of the last three years and even within the last several months, there has been agreement on some of the 8 outstanding articles. In fact, I think I understood at one point there might have been 7 articles that were very close to being agreed to out of the 8 with 1 outstanding. I think it is important rather than imposing a 1 year Contract, if we can, that a resolution be reached that would allow for a 3 year Contract. In the times of budget uncertainty, it makes budgeting much easier for this Board and the organization if we know what we are dealing with in terms of salary increases, benefits, and things associated with the Contract.

In that spirit, the hearing that was scheduled for 1:00 pm today has been postponed to November 8, 2012, the date of the next Board meeting. This will allow for additional time for negotiations. I would encourage both the Management and Labor teams to put aside any personal issues and think of the good of the organization, everyone that is involved in the organization, and see if something can be hammered out that is acceptable to both sides.

Because the hearing was postponed, the black-out period for communications with this Board from both Management and Labor which is related to these issues will remain in effect. I have received several e-mails which I believe are from individuals represented by the bargaining unit; therefore, I would ask Board members who may have received similar messages to disregard them and not read them as they are inappropriate. I ask for those seeking to engage in communication to cease.

As a reminder, those wishing to address the Board during Public Comment, please keep in mind that Public comment is also included within the black-out period and the articles that are open relate to health care; pension; wages; overt-time; shoe, uniform and tool allowance. To the extent that anyone requesting to address the Board during Public Comment and considered commenting on the negotiations and/or any of the articles it is not appropriate at this time and will not be entertained.

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

Jeff Rushing addressed the Board in silent remembrance of LYNX' employees.

The Chairman noted that for procedure, only one member of the public that would like to address the Board in silence would be recognized.

Norm Audet addressed the Board regarding the employee parking at LYNX' Osceola Satellite Facility. The employees are required to park in a grass lot that is not mowed frequently, there are snakes, mud and employees are getting flat tires.

The Chairman asked that Mr. Lewis provide a report on what progress can be made to remedy the issue. Mr. Lewis noted that LYNX is renting space in the Kissimmee Public Works building and LYNX has had conversations about the issue. There may be some misunderstanding between LYNX' staff and their administration. LYNX has sent crews down to maintain staff's parking area.

Osceola Commissioner Arrington stated that he will reach out to the City of Kissimmee on the issue as well.

Mr. Audet addressed the Board on behalf of ATU Local 1596's opposition to awarding Mears Transportation LYNX' Express Bus service.

Margo Wright addressed the Board to suggest that LYNX employees conduct group orientation classes on utilizing the system.

Helen Doboshinki addressed the Board regarding the up-to 1 ½ hour wait for Link 40 and the telephone hold time when scheduling the NeighborLink.

Jonathan Sebastian Blount addressed the Board regarding appreciation for the community partners that worked on the Rio Grande park project. He also noted that LYNX' Lobby windows need washing.

Lawrence Insana addressed the Board regarding the re-routing of Link 6 and its frequency.

Donald Jones addressed the Board regarding providing raises for drivers, changing the hours of dispatchers to after 5:00 p.m., requesting Advantage Passes be sold at outlet locations, and the security on Link 125.

The Chairman recognized Natalie Intondi who yielded her time to Norm Audet.

Norm Audet addressed the Board regarding the Chairman's comments encouraging Management and Labor conduct serious negotiations and attempt to resolve differences. The Union is offering October 10, 2012 at 1:00 p.m. for the parties to meet.

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 August was up almost 5% over last year and overall on a pace of just over 5% for annual ridership increase compared to last year's record pace. This results in increased revenue from fares and fare box recovery is at its highest – 32% on average for the year.

The U.S. 192 Alternatives Analysis continues to move forward. The alternatives have been identified in the corridor for mode and technology. LYNX will be seeking community input on Tuesday, October 2nd with two open houses in Osceola County.

Shelter construction throughout the service area is progressing. To date, 29 new shelters have been installed in Orange County, 20 in Osceola County (12 are replacements for the 20/20 Media Shelters), 10 in Seminole County with 10 more in design phase.

The Kissimmee Transit Center project is moving forward. The permitting process is complete and anticipate construction bid award at the next Board meeting with project completion goal June, 2013.

The LYMMO expansion project has reached 60% design on the East / West Bus Rapid Transit (BRT) and the Board will act on an item today and with consent construction will begin in November with revenue service set for fall of 2013 prior to the opening of SunRail.

The Parramore BRT is a slightly behind the East / West project but staff and partners at the City of Orlando are working to achieve some efficiencies in the schedule that will enable a significant portion of the line to open prior to SunRail.

LYNX' staff continues to monitor the progress of the Transit Commuter Tax Benefit bill. The proposal in the House of Representatives will restore parity between transit and parking benefits. The parking benefit was raised at the beginning of the year to \$240 per month while the transit benefit was reduced to \$125 per month. If restored, it will be a significant tool in attracting choice riders to LYNX and SunRail while at the same time add a significant benefit to current LYNX riders.

Staff continues to monitor the Alternative Fuel Tax Credit working its way through Congress which will provide a rebate to transit systems and make use of Compressed Natural Gas (CNG) or Liquid Natural Gas. LYNX has had conversations with potential providers of this technology and carefully weighing options. As an example, on average over the last year CNG on a per gallon equivalent is about \$1 less than LYNX' current, competitive prices for diesel.

6. Consent Agenda

A. Release Requests for Proposal (RFP)

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

B. Invitation for Bid (IFB)

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

C. Award Contracts

- i.** Authorization to Negotiate and Award a Contract to Akerman Senterfitt, Attorneys at Law, for General Counsel Legal Services
- 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
- iii.** Authorization to Award a Contract to Mears Destination Services, Inc. for Express Bus Services
- iii.** Authorization to Ratify the Award of Contract 13-C02 to Petroleum Traders, Inc. for the Purchase of 87 Octane Unleaded Gasoline
- iv.** Authorization to Award a Contract to AECOM Technical Services for Architectural and Engineering Services for Bus Shelters and Transfer Centers
- v.** Authorization to Negotiate and Award Contract to Decamil for Commercial Style Bus Shelters

D. Miscellaneous

- i.** Authorization to Negotiate the Construction Phase Agreement with PCL for East/West LYMMO
- ii.** Authorization to Execute Purchase of Service Agreement #12-A85 with Polk County Board of County Commissioners
- 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
- iv.** Authorization to Begin Negotiations for Contract Award with Selected Vendor for the State Road 50 Alternative Analysis (AA)
- v.** Authorization to Ratify the Initiation of the Public Participation Process for Consideration of the Proposed Service Efficiency Changes to Links 111 and 319
- 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
- vi.** Authorization to Approve an Amendment to the City of Orlando Agreement to Reflect Changes in TIGER II Expenditures

- vii. 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
- viii. Authorization to Execute a Five Year Contract #BDV 03 with the Florida Department of Transportation (FDOT) for the Road Ranger Assistance Program
- ix. Authorization to Purchase Used Articulated Buses
- x. Authorization to Purchase Eleven Replacement Transit Buses Under LYNX Contract #09-C05 with Gillig, LLC
- xi. Authorization to Enter into an Annual Coordination Agreement with Four Medicaid Compensable Entities and Various Non-Compensable Entities
- xii. Confirmation of the Appointment of Daniel David Healey as Director of Engineering and Construction
- xiii. Confirmation of Appointment of Blanche Sherman as Director of Finance

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

7. Action Agenda

A. Authorization to Amend LYNX' FY2012 Operating and Capital Budgets

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

Ms. Sherman provided 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 adjustments amends the previously Amended FY2012 Operating Budget from \$113,707,941 to \$115,178,182 and Capital Budget from 78,787,163 to \$83,313,367

The Chairman recognized Commissioner Henley.

Commissioner Henley provided that the proposed Amended FY2012 Operating and Capital Budgets were reviewed and discussed by the Audit Committee and has recommended its approval.

Motion was made and seconded to amend the FY2012 Operating and Capital Budgets. The Motion passed unanimously.

B. Authorization to Adopt Fiscal Year 2013 Operating and Capital Budgets

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

Ms. Sherman noted the key assumptions used by LYNX' budget team in preparation of the FY2013 Operating and Capital Budgets were presented at the January 26, 2012 Audit Committee meeting. On March 22, 2012, LYNX staff presented the FY2013 Preliminary Operating Budget totaling \$113,862,952. The FY2013 Operating Budget has been presented to the funding partners. The FY2013 Operating and Capital Budgets are being presented in the amount of \$115,518,832 and \$98,306,238, respectively.

The Chairman recognized Commissioner Henley.

Commissioner Henley provided that the proposed Amended FY2012 Operating and Capital Budgets were reviewed and discussed by the Audit Committee and has recommended its approval.

Motion was made and seconded to adopt Fiscal Year 2013 Operating and Capital Budgets. The Motion passed unanimously.

C. Authorization to Enter into the FY2013 Services Funding Agreements with the Regional Funding

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 upon the Board adoption of the FY2013 budget.

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.

Ms. Sherman noted that LYNX staff will make adjustments to the Orange County and Osceola County Funding Agreements.

Motion was made and seconded to enter into the FY2013 Services Funding Agreements with the Regional Funding Partners. The Motion passed unanimously.

8. Other Business

The Chairman recognized Commissioner Henley.

Commissioner Henley noted that the Audit Committee discussed the Regional Funding Model. The Committee will continue to discuss the matter and bring recommendations to the Board.

9. Monthly Reports

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

Meeting adjourned at 3:05 p.m.

Consent Agenda Item #7.A. i

To: LYNX Board of Directors

From: Daniel Healey
DIRECTOR OF ENGINEERING
Rudolph Walter
(Technical Contact)
Kenneth Jamison
(Technical Contact)

Phone: 407.841.2279 ext: 6023

Item Name: Release Requests for Proposal (RFP)
Authorization to Release a Request for Proposal (RFP) for the Existing
LYMMO Guideway and Station Rehabilitation

Date: 11/8/2012

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to release a Request for Proposals (RFP) for design and construction services to repair, enhance and refurbish the existing LYMMO guideway, passenger amenities and Intelligent Transportation System (ITS) components. Accordingly, LYNX staff is requesting authorization to amend the FY2012 Adopted Operating and Capital Budgets, as appropriate, in the aggregate amount of \$750,000 for this project.

BACKGROUND:

The existing LYMMO system has been in operation for over 14 years. During that time frame numerous minor repairs have been made, the most recent 2 years ago when failing sections of the guideway were repaired. Since that time LYNX has accumulated the formula funds provided for fixed guideway maintenance and repairs to use on a comprehensive project to refurbish and enhance the existing system. Some of the funds received will lapse by the end of the current fiscal year if not encumbered for this project.

LYNX and the City have developed a scope of work to repair and replace failing portions of the guideway, shelters, benches and trash containers and to upgrade the ITS components to the latest technology available for dissemination of customer information, traffic signal operation and management of operations. These improvements will be consistent and compatible with similar technologies and improvement that are part of the Parramore BRT and the East West BRT Circulator LYMMO expansion projects underway.

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

LYNX has established a 5% contract participation goal on this contract. Proposers must, in order to be responsible and/or responsive, make a good faith effort to meet the goal. LYNX' procurement policy requires contractors to use a good faith effort to subcontract portions of their work for material, supplies and services to Disadvantaged Business Enterprise (DBE) Firms.

FISCAL IMPACT:

LYNX received federal formula funding the last three (3) years designated for repair, enhancement and refurbishment in the cumulative amount of \$750,000. LYNX staff will amend the FY2013 Adopted Operating and Capital Budgets, as appropriate, in the aggregate amount of \$750,000 to support this project.

Consent Agenda Item #7.B. i

To: LYNX Board of Directors

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

Phone: 407.841.2279 ext: 6009

Item Name: Award Contracts
Authorization to Award a Contract to Data Transfer Solutions, Inc. for the
Bus Stop Facility Database and Accessibility Study

Date: 11/8/2012

ACTION REQUESTED:

Staff is requesting Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to negotiate and award a Contract in the not-to-exceed amount of \$328,755 to Data Transfer Solutions, LLC (DTS) for a professional services contract for conducting a Comprehensive Bus Stop Accessibility Study and to develop a bus stop facility database.

BACKGROUND:

On March 22, 2012 the LYNX Board authorized the release of a Request for Proposal (RFP) to secure a consultant team to conduct a Comprehensive Bus Stop Accessibility Study and to create a bus stop facility database.

The purpose of this project is threefold:

- To improve customer comfort, access and security at LYNX bus stops, transfer facilities and park and rides;
- To provide accessibility information to LYNX' paratransit program to ensure proper applicant eligibility and allow for trip based customer eligibility; and
- To conduct the initial data collection and streamline continuing data collection and tracking of conditions for these facilities.

LYNX Board Agenda

Responses were due August 20, 2012. The following five (5) firms responded to the RFP:

	<u>Ordinal Ranking</u>
Data Transfer Solutions, LLC	5
Tindale-Oliver & Associates, Inc	7
TranSystems Corporation	10
Reynolds, Smith & Hills, Inc.	10
Atkins, North America	13

The Source Evaluation Committee consisting of Mira Bourova, Joe D'Ambrosio and Bill Hearndon met on September 12, 2012 and based on analysis of the proposals, recommends the award of contract be made to Data Transfer Solutions, Inc having received the top ordinal ranking of the firms.

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

A DBE participation goal of 6% was established for this project. Data Transfer Solutions, LLC has a commitment of 6% to John B. Webb & Associates, Inc a certified DBE.

FISCAL IMPACT:

LYNX staff included \$150,000 and \$180,000 in the FY2013 Adopted Operating and Capital Budgets, respectively to support the bus stop accessibility study and equipment.

Consent Agenda Item #7.B. ii

To: LYNX Board of Directors

From: James McLawhorn
CHIEF GOVT AFFAIRS OFFICER
Sherry Zielonka
(Technical Contact)
Deborah Morrow
(Technical Contact)

Phone: 407.841.2279 ext: 6064

Item Name: Award Contracts
Authorization to Award Multiple Contracts on a Task Order Basis to Gray Robinson P.A., Southern Strategy Group of Orlando and William J. Peebles, P.A. for State Lobbying Services

Date: 11/8/2012

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to complete negotiations and execute contracts on a multiple award, task order basis with Gray Robinson P.A., Southern Strategy Group of Orlando and William J. Peebles, P.A. to provide State Lobbying Services for a period of three (3) years with two (2) one (1) year options for renewal.

BACKGROUND:

At the May 24, 2012 Governing Board Meeting, the Board authorized staff to issue an RFP for State Lobbying Services. The RFP was issued August 27, 2012 with responses due on September 28, 2012. The following seven (7) firms responded to the RFP:

Louis C. Rotundo & Associates
Foley & Lardner LLP
William J. Peebles, P.A.
The Advocacy Group & Cardenas Partners
Gray Robinson P.A.
JEJ & Associates, Inc.
Southern Strategy Group of Orlando

On October 23, 2012 the Source Evaluation Committee (SEC) met to review the submitted proposals. The SEC consisted of the following individuals:

Frankie Callen Elliott
Matthew Friedman
David Healy

After the discussions and scoring/ordinal ranking process, the SEC decided to bring back the top four ranked firms on October 25, 2012 for presentations followed by a question and answer session. The top four ranked firms were:

	<u>Score</u>	<u>Ordinal Ranking</u>
Southern Strategy Group of Orlando	271	7
Gray Robinson P.A.	268	7
William J. Peebles, P.A.	262	10
JEJ & Associates, Inc.	265	13

At the October 25th SEC meeting, the SEC heard the presentations from the finalist firms as well as conducted a question and answer session with the finalists. Upon completion of the process, the SEC re-ranked the finalist firms using the original published scoring criteria as follows:

	<u>Score</u>	<u>Ordinal Ranking</u>
Gray Robinson P.A.	291	5
Southern Strategy Group of Orlando	285	6
William J. Peebles P.A.	280	7
JEJ & Associates., Inc.	278	11

The SEC unanimously agreed on the following recommendation to the Governing Board:

To award contracts on a task order basis to the top three ranked firms of Gray Robinson P.A., Southern Strategy Group of Orlando and William J. Peebles P.A. The SEC also noted that the Governing Board consider the possibility of the fourth firm of JEJ & Associates being brought in as a sub-contractor under one of the three recommended contractors should staff determine that their skill set is necessary based on the task order at hand.

Based upon the multiple award process, individual task orders will be issued on an as needed basis to the firm that will be best positioned for successful outcomes based on the scope at hand.

FISCAL IMPACT:

LYNX staff included \$100,000 in the FY2013 Adopted Operating Budget to support state lobbying services.

Consent Agenda Item #7.B. iii

To: LYNX Board of Directors

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

Phone: 407.841.2279 ext: 6009

Item Name: Award Contracts
Authorization to Award a Contract to Process Architecture, LLC for Non-Traditional Style Shelter Design, engineering and Installation Services

Date: 11/8/2012

ACTION REQUESTED:

Staff is requesting the Board of Directors authorization for the Chief Executive Officer (CEO) or designee to execute a Contract for \$150,000 for non-traditional style shelter design, engineering and installation services with Process Architecture, LLC.

BACKGROUND:

LYNX has been in the process of outlining shelter priority corridors, districts and stop locations for the next three to five years. In addition to protecting customers from sun, rain, wind and other inclement conditions, shelters are highly visible architectural elements that have the ability to enhance the unique identity of a particular neighborhood or community. In response to request from the community, LYNX solicited proposals to add non-traditional shelter designs to its existing catalog of shelter styles in order to respond to the needs of communities. Additional designs will better respond to the requests by our funding partners, neighborhood associations, main street districts and the local business community for unique shelter typologies that will complement or enhance the existing neighborhood character.

The first partner that LYNX will be working with is the Mills 50 Main Street District near downtown Orlando. This area is a vibrant mixed-use neighborhood with a diverse and engaged population. As part of the City of Orlando's local main street program, the Mills 50 Main Street community organization has been planning and implementing local programs to promote neighborhood businesses, rekindle community pride and shape a unique identity. This District, generally including Mills Avenue between Princeton Street and E. Amelia Street, and SR 50 between N. Summerlin Avenue and N. Hampton Avenue, has many transit riders but very few

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bus shelters. Mills 50 Main Street has requested new shelters for their community that will compliment their historic buildings and creative culture.

LYNX issued a Letter of Interest(LOI) in June seeking qualified firms or individuals to respond to the LOI with a portfolio and a conceptual design reflecting design sensibility and vocabulary. The following three firms responded:

DEM Development Corporation, Inc.
Entech Creative Industries & Walt Geiger Studios Collaborative
Process Architecture

In September, SEC members Cecelia Bonifay, Kathy Shaw Clary, Fabian De La Espriella, Laura Minns, and Ian Siconia met to review the submittals. After a presentation and question and answer session from responders, the SEC discussed the merits of each submittal based on the scope of work and evaluation criteria. Following that process, the SEC unanimously recommends to the Governing Board that Process Architecture be awarded the contract.

Scoring was as follows:

	<u>Total</u>	<u>Ordinal Rank</u>
DEM Development Corporation, Inc.	369	15
Entech Creative Industries & Walt Geiger Studios Collaborative	423	10
Process Architecture	466	5

The contract will be for a three year period and be task order based. It is turn-key in that the contractor will be required to design, have manufactured, permit and have installed the non-traditional shelters. As mentioned previously, the first project will be for the Mills/50 neighborhood. Based upon preliminary feedback, it is anticipated that other neighborhoods, associations, special districts etc. will seek non-traditional style shelters for their locations as well. This contract, if awarded by the Governing Board, will permit LYNX staff to expeditiously and efficiently accommodate those requests.

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

A DBE contract participation goal of 3% was established for this project. The prime contractor, prior to and upon issuance of a task order must submit their commitment to meet the established goal or provide good faith efforts for compliance in accordance with LYNX' DBE program policy.

FISCAL IMPACT:

LYNX staff included \$150,000 in the FY 2013 Adopted Capital Budget for the order of non-traditional style shelters. LYNX has capped the cost of an individual shelter at \$25,000. This reflects the total maximum cost LYNX would typically pay for an individual shelter of the same caliber. If there is a delta cost above this that would be incurred, LYNX would look to the local government to cover this associated cost. This is the current methodology LYNX uses throughout the service area.

Consent Agenda Item #7.B. iv

To: LYNX Board of Directors

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

Phone: 407.841.2279 ext: 6009

Item Name: Award Contracts
Authorization to Ratify the Award of Contract to Kittleson & Associates, Inc. for the State Road 50 Alternative Analysis (AA)

Date: 11/8/2012

ACTION REQUESTED:

Staff is requesting Board of Directors' authorization to ratify the award of a contract in the not-to-exceed amount of \$898,000 to Kittleson & Associates for professional services to conduct Alternative Analysis on the State Road (SR) 50/UCF Connector Project.

BACKGROUND:

Per the Board of Directors' 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:

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

On August 22, 2012 the SEC, consisting of Laura Minns, J. Marsh, Brenda Young, Carla Johnson and John Rhoades met and ranked the firms as follows:

	Score	Ordinal Ranking
URS Corporation	445.65	13
Kittleson & Associates	444.00	13
Parsons Brinckerhoff	444.10	14
Kimley-Horn & Associates	438.85	16

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Atkins Inc.	428.40	20
IBI Group, Inc.	392.55	29

The SEC decided to shortlist the top three firms. On September 13, 2012 the SEC met again to receive presentations as well as participate in a Q & A session by the three shortlisted firms. As a result, the firms were ranked as follows:

	<u>Score</u>	<u>Ordinal Ranking</u>
Kittleson & Associates	463.00	8
Parsons Brinckerhoff	464.10	11
URS Corporation	461.65	11

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.

At the September 27th LYNX Board of Directors meeting, the Board authorized the CEO or his designee to negotiate and award the contract.

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

LYNX has established a 4% DBE participation goal on this contract. Kittleson & 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 included funding in the amount of \$1,500,000 in the FY2013 Adopted Capital Budget for the SR50 Alternative Analysis (AA) study. The remaining budgeted grant funds will be utilized, upon approval, to further planning efforts after the initial phase of the study is completed.

Consent Agenda Item #7.B. v

To: LYNX Board of Directors

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

Phone: 407.841.2279 ext: 6023

Item Name: Award Contracts
Authorization to Award Contract #13-C06 Landscape Maintenance –
LYNX' Facilities to D3 Enviroscape, LLC.

Date: 11/8/2012

ACTION REQUESTED:

Staff requests the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to award a contract to D3 Enviroscape, LLC for Landscape Maintenance – LYNX' Facilities.

BACKGROUND:

Bids for BID 12-B12, for Landscape Maintenance – LYNX' Facilities, were opened on September 17, 2012. Four (4) companies responded to the solicitation. The lowest responsive and responsible bidder was D3 Enviroscape, LLC. Their bid was for \$135,000 for three (3) years. Tuff Cut LLC, bid \$159,900, D & A Building Services, bid \$165,306.12 and Groundtek of Central Florida bid \$172,980.

D3 Enviroscape, LLC shall provide all labor, materials, equipment and supervision necessary to provide lawn maintenance services for the Central Florida Regional Transportation Authority (d.b.a. LYNX) at the following LYNX locations:

- (1) LYNX Operations Complex, located at 1200 West South Street, Orlando, FL 32805. This location consists of approximately 65,000 Square foot of grass area, plus trees, plants and shrubs.
- (2) LYNX Operations Center, located at 2500 Lynx Lane, Orlando, FL 32804. This location consists approximately of 29,367 Square foot of grass area, plus trees, plants and shrubs.

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(3) LYNX Central Station, located at 455 North Garland Ave., Orlando, FL 32801. This location consists of approximately 5,600 square foot of grass area, plus trees, plants and shrubs.

(4) Colonial Plaza Super-stop located at Primrose and Amelia Street. The area is approximately 2,000 square foot of grass area plus trees, plants and shrubs.

(5) Apopka Super Stop, located at E. 6th Street and S. Central Ave., Apopka, FL 32703. The area is approximately 3,400 square foot of grass area plus trees, plants and shrubs.

(6) FDOT Lot, located at 501 N. Garland Ave., Orlando, FL 32801. This area is approximately 13,608 square foot of grass area plus trees, plants and shrubs.

FISCAL IMPACT:

LYNX staff included \$60,000 in the FY2013 Adopted Operating Budget to support lawn maintenance services. The contract amount is \$135,000 for three (3) years with two (2) one (1) year options. The 1st option year will cost \$45,000 and the 2nd and final option year will cost \$45,000. Future annual budgets will be adjusted to reflect the results of this contract award.

Consent Agenda Item #7.B. vi

To: LYNX Board of Directors

From: **Rudolph Walter**
DIRECTOR OF PLANNING
Gerald Bryan
(Technical Contact)
Andrea Ostrodka
(Technical Contact)
Laura Minns
(Technical Contact)

Phone: 407.841.2279 ext: 6009

Item Name: Award Contracts
Authorization to Negotiate and Award a Contract to Vanasse H. Brustlin, Inc. for the 2013 Comprehensive Operations Analysis (COA)

Date: 11/8/2012

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to negotiate and award a Contract in the not to exceed amount of \$283,320 to Vanasse H. Brustlin, Inc. for a professional services contract for development of the 2013 Comprehensive Operations Analysis (COA).

BACKGROUND:

On May 24, 2012 LYNX' Board authorized the release of a Request for Proposal (RFP) to secure a consultant team to conduct a Comprehensive Operations Analysis. This analysis will lead to recommendations for service design and improvements for overall systems efficiencies and effectiveness of the transit services operations. It will focus on how new service delivery methods are implemented, the diversity of size and design of fleet vehicles, technology applications and staffing needs. In addition, this study should define an on-going methodology for system evaluation and updated performance guidelines.

Responses were due October 26, 2012. On October 29, 2012 SEC members Michael Knispel, Laura Minns and David Burnett met to review the submittals. The SEC discussed the merits of each submittal based on the scope of work and evaluation criteria. Following that process, the SEC unanimously recommended to the Board of Directors that the firm of Vanasse H. Brustlin, Inc. be awarded the contract as they were the top ranked firm.

Scoring was as follows:

	<u>Total Score</u>	<u>Ordinal Rank</u>
Vanasse H. Brustlin, Inc.	284	3
Nelson Nygaard Consulting	272.97	6
Connectics Transportation	259.94	9

The Contract will be for nine months and be task order based.

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

LYNX has established a 2% contract participation goal on this contract. Proposers must, in order to be responsible and/or responsive, make a good faith effort to meet the goal. LYNX' procurement policy requires contractors to use a good faith effort to subcontract portions of their work for material, supplies and services to Disadvantaged Business Enterprise (DBE) Firms.

FISCAL IMPACT:

LYNX staff included \$330,000 in the FY2013 Adopted Operating Budget for the Comprehensive Operations Analysis (COA).

Consent Agenda Item #7.C. i

To: LYNX Board of Directors

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

Phone: 407.841.2279 ext: 6009

Item Name: Extension of Contracts
Authorization to Exercise the Second Option Year of Contract #09-C07 with Data Transfer Solutions, LLC for General Consultant Services

Date: 11/8/2012

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to exercise second and final year option of Contract #09-C07 with Data Transfer Solutions, LLC. for general consulting services - planning.

BACKGROUND:

The Board approved the award of contract of Contract #09-C07 on December 11, 2008 with Data Transfer Solutions, LLC. for general consulting services related to general planning and Geographic Information Systems (GIS) maintenance support. The Board approved the first year extension on September 28, 2011. The current contract expires on December 10, 2012.

Staff anticipates a need for these planning services in the next year due to the number of upcoming major projects, which will require ancillary work tasks to support these projects. Fleet and facility management planning and modeling for the Transportation Development Plan are anticipated work efforts. Examples of tasks and estimated costs would include the following.

General Planning Services	\$ 25,000
Building & Maintenance Planning	75,000
Fleet & Facility Expansion	<u>100,000</u>
TOTAL	\$200,000

To date, the Planning Department staff has been well-satisfied with the work performed by this vendor and seeks to exercise the option.

FISCAL IMPACT:

LYNX staff included funding for various projects and services in the FY2013 Adopted Operating Budget that may be outsourced to Data Transfer Solutions, LLC, as necessary, up to the contract limits of \$300,000 annually in the aggregate with Reynolds, Smith and Hills, Inc., Contract #09-C08.

Consent Agenda Item #7.C. ii

To: LYNX Board of Directors

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

Phone: 407.841.2279 ext: 6009

Item Name: Extension of Contracts
Authorization to Exercise Second Option Year of Contract #09-C08 with Reynolds, Smith and Hills, Inc. for General Consultant Services

Date: 11/8/2012

ACTION REQUESTED:

Staff is requesting the Board of Director's authorization for the Chief Executive Officer (CEO) or designee to execute the second and final year option of Contract #09-C08 with Reynolds, Smith and Hills, Inc. for general consulting services – planning and financial.

BACKGROUND:

The Board approved the award of Contract #09-C08 on December 11, 2008 to Reynolds, Smith and Hills, Inc. for an initial three-year term with two (2) one (1) year options. The current contract expires on December 10, 2012. The Board approved the first year extension on September 28, 2011. The current contract expires on December 10, 2012.

Staff anticipates a need for these planning services in the next year due to the number of upcoming major capital and general planning projects, which will require ancillary work tasks to support these projects. Assistance with regional transportation planning, development of maintenance of operations at the LCS facility during I-4 construction, and major capital project support are anticipated work efforts. Examples of tasks and estimated costs would include the following.

BRT Project Quality Assurance/Quality Control	\$ 45,000
Regional Long Range Transportation Plan Support	80,000
LCS I-4 Construction Maintenance of Traffic Plan	30,000
BRT Pre-Implementation Analysis	25,000
General Planning Assistance	<u>25,000</u>
TOTAL	\$205,000

To date, Planning Department staff has been well-satisfied with the work performed by this vendor and seeks to exercise the option.

FISCAL IMPACT:

LYNX staff included funding for various projects and services in the FY2013 Adopted Operating Budget that may be outsourced to Reynolds, Smith and Hills, Inc., as necessary, up to the contract limits of \$300,000 annually in the aggregate with Data Transfer Solutions, LLC., Contract #09-C07.

Consent Agenda Item #7.C. iii

To: LYNX Board of Directors

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

Phone: 407.841.2279 ext: 6036

Item Name: **Extension of Contracts**
Authorization to Exercise the First Option Year of Contract #10-C21 with
MV Transportation, Inc., for NeighborLink Services

Date: 11/8/2012

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to exercise the first option year contract extension with MV Transportation, Inc., for NeighborLink.

BACKGROUND:

MV Transportation has been the provider of NeighborLink (formerly PickUpLine) service for LYNX since its inception as a demonstration project in South Poinciana in 2007. During the demonstration project the service proved to be a successful mode and additional routes were implemented.

At the January 7, 2010, Board of Directors' meeting staff received authorization to award contract #10-C21 to MV Transportation to continue to provide the services originally marked as "Pick Up Line" services (currently marked as "NeighborLink" services). The original term of the contract is scheduled to expire on March 31, 2013, with two one-year option years available for contract extension.

FISCAL IMPACT:

LYNX staff included \$1,299,798 in the FY2013 Adopted Operating Budget for NeighborLink service.

Consent Agenda Item #7.D. i

To: LYNX Board of Directors

From: Kathy Clary
DIRECTOR OF MARKETING COMM
Ro Norman
(Technical Contact)

Phone: 407.841.2279 ext: 6161

Item Name: Miscellaneous
Authorization to Purchase Twenty-Two Vanpool Vehicles for Replacement and Expansion

Date: 11/8/2012

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to purchase twenty-two (22) vanpool vehicles for replacement and expansion purposes for the vanpool program, in the amount of \$617,268. The vehicles will be purchased from the State bid list.

BACKGROUND:

The LYNX vanpool program was developed to provide another option for the Central Florida community commuting to work. LYNX currently has sixty-eight (68) vehicles in its vanpool fleet. LYNX purchases commuter vans from funds granted by the Federal Transit Administration (FTA) and contracts with an outside vendor, Vanpool Services Incorporated (VPSI) to provide fleet management services.

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

The program has four (4) vanpool vehicles that will exceed their retirement mileage in the first quarter of FY2013. Historically, LYNX vanpool groups have experienced low turnover and the program continues to generate interest from employers and individual commuters. Due to the high interest in the program, and requests from multiple employers to start a vanpool program, an additional eighteen (18) vans will be needed for expansion.

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LYNX is looking to purchase twelve (12) 7-passenger, eight (8) 10-passenger, one (1) 12-passenger and one (1) 15-passenger vehicles to maintain and grow the program. The total cost for twenty-two (22) vehicles is \$617,268.

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

Vanpool Vehicles	Quantity	Unit Cost	Total Cost
7 Passenger Vans	12	\$24,149	\$ 289,788
10 Passenger Conversion	8	\$32,749	\$ 261,992
12 Passenger Conversion	1	\$33,212	\$ 33,212
15 Passenger Vans	1	\$32,276	\$ 32,276
Total Vehicles	22		\$ 617,268

FISCAL IMPACT:

LYNX staff included \$617,268 in the FY2013 Adopted Capital Budget for the purchase of twenty-two (22) commuter vans. The vans will be 100% federally funded.

Consent Agenda Item #7.D. ii

To: LYNX Board of Directors

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

Phone: 407.841.2279 ext: 6023

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

Date: 11/8/2012

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to amend Contract #11-C18 for security services with Diamond Investigations and Security, Inc., in the amount of \$38,260 and \$99,892 for the second and third year, respectively for the initial term of the contract which expires September 30, 2013.

BACKGROUND:

On July 1, 2011, LYNX entered into a contract with Diamond Investigations and Security, Inc. to provide security services to LYNX facilities. The current contract amount is not to exceed \$1,408,651. Security services has increased over the last year due to the addition of the South Street Facility on April 1, 2012 MV reimbursing 50% of the costs, the Kissimmee Satellite Facility operation, plus the additional increase of pedestrians with new services from Megabus and Red Coach at LYNX Central Station (LCS). In addition, ridership has grown thus increasing the pedestrian traffic in and out of the LCS. The LCS has pedestrian traffic flow on a daily basis is 90,000 per month. There is currently one Diamond officer assigned to assist 20,000 per day number of pedestrians at the terminal. With the construction of the SunRail platform at LYNX Central Station we will also add to the existing foot traffic coming into the terminal. Additionally, throughout the year special meetings and events are held at LYNX Central Station which necessitate that security be present. Staff is requesting additional hours for the CCTV room which will free up an additional security officer for LYNX Central Station.

Through grant funding from the Department of Homeland Security, LYNX has been able to install one of the best surveillance systems in transit. This has not only aided us with the increase of customers but also through working with other partners in the community.

The following costs are actual costs incurred and with 8760 hours for staffing the CCTV room.

Time Period	Hours	Rate	Total Cost
Oct 1, 2011 to Sept 30, 2012	Special Events	\$12.35	\$38,260
Oct 1, 2012 to Sept 30, 2013	8760	\$10.49	\$91,892
Oct 1, 2012 to Sept 30, 2013	Special Events	\$12.35	\$8,000

TOTAL \$138,152

FISCAL IMPACT:

LYNX staff included \$627,810 in the FY2013 Adopted Operating Budget to support the annual contract amount for contracted security services. The additional services provided relating to the requested contract amendment will be funded through anticipated operating savings for the year.

Consent Agenda Item #7.D. iii

To: LYNX Board of Directors

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

Phone: 407.841.2279 ext: 6036

Item Name: **Miscellaneous**
Authorization to Purchase Nineteen (19) Diesel Replacement Transit Buses under LYNX Contract #09-C05 with Gillig, LLC

Date: 11/8/2012

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to purchase up to nineteen (19) replacement transit buses at a not-to-exceed price of \$8,574,172. The buses would be purchased from Gillig, LLC Contract #09-C05 which would be delivered during FY2014.

BACKGROUND:

LYNX has an active fleet of 270 revenue buses effective with the September service change. Thirty-two (32) of these buses meet 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. As lead agency, LYNX is exempt from paying the transaction fee of \$500 per bus, not to exceed \$10,000 per contract order.

The requested buses are part of the replacement bus program. The cost breakdown is as follows:

Qty	Item	Unit Cost	Extended Amount
19	Gillig 40' Diesel BRT LF Buses	\$443,338	\$8,423,422
2	Pre Production Meeting - Gillig	\$1,000	\$2,000
19	Vehicle Inspections at Plant - Gillig	\$420	\$7,980
19	UTA/APC	\$5,830	\$110,770
1	Training & Spare Parts	\$30,000	\$30,000
	TOTAL (final cost is determined following the pre-production meeting)		\$8,574,172

FISCAL IMPACT:

LYNX staff included Federal Transit Administration (FTA) funding in the amount of \$7,980,000 for the purchase of nineteen (19) transit buses in the FY2013 Adopted Capital Budget. The anticipated total price \$8,574,172 has increased due to recent changes in the PPI. As such, LYNX staff will amend the FY2012 Adopted Capital Budget in the amount of \$594,172 in federal funding to support the increase in price of the buses.

Consent Agenda Item #7.D. iv

To: LYNX Board of Directors

From: Edward Johnson
GENERAL MANAGER
Rudolph Walter
(Technical Contact)
Reginald Mells
(Technical Contact)

Phone: 407.841.2279 ext: 6058

Item Name: Miscellaneous
Authorization to Execute FY 2013 Job Access Reverse Commute (JARC)
and New Freedom Program (NFP) Agreements with Local Coordinating
Human Services Agencies

Date: 11/8/2012

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to enter into Transportation Disadvantage Coordination Agreements with various Human Services Agencies

BACKGROUND:

On September 28, 2011 the Board of Directors authorized staff to finalize the negotiations and financial terms regarding the pass through of Federal Transit Administration (FTA) funding with the Job Access Reverse Commute (JARC) and New Freedom Program (NFP) with the various Human Service Agencies. The purpose of the agreements is to define the roles and responsibilities of agencies providing services under these programs, reflecting a sub-recipient categorization, as well as the financial terms and conditions related to the provision of services designed to meet the needs of low income individuals for work related purposes, individuals with disabilities, and the elderly. These agreements, subject to grant award and availability of funding, will be with the following Human Service Agencies (HSA):

- (1) **Meals on Wheels, Etc.** to expand services to elderly individuals in outlying areas of Seminole County \$31,304.70
- (2) **Seminole Community Mental Health Center** to expand transportation service to clients residing in outlying areas of Seminole County \$43,438.50
- (3) **Opportunity Center, Inc. (formerly Osceola ARC)** to expand transportation service to more clients with cognitive disabilities \$50,000.00

(4) Independent Transportation Network Orlando (ITN Orlando) to provide new
compliment service of fixed-route bus service and the existing para-transit \$87,000.00

TOTAL \$211,743.20

The funding to be awarded under these contracts is urbanized area funds. These operating funds will be matched 50%, in the form of in-kind services, by the Human Services Agencies.

LYNX is designated by the Commission for the Transportation Disadvantaged (CTD) as the Community Transportation Coordinator (CTC) for Orange, Osceola, and Seminole counties. As the CTC, LYNX has the important role of coordinating the provision of publicly funded transportation for all persons in the tri-county community who cannot provide for their own transportation due to age, income, or disability as defined by federal and state programs. This coordination allows for the efficient provision of services by eliminating duplication of effort by multiple agencies operating within the same community. LYNX coordinates transportation disadvantaged services for 35+ human services agencies providing and/or brokering services.

Under the auspices of the Federal United We Ride Program, the CTC principles became institutionalized at the Federal level. LYNX has taken the lead on developing the local Public Transit-Human Services Coordinated Transportation Plan named the Community Connector Plan (CCP), which was adopted by the Board in late 2007. LYNX subsequently integrated that plan into the state-required comprehensive Transportation Disadvantaged Service Plan (TDSP).

In addition to a number of stakeholder meetings in 2007 to develop the original Local Coordinated Plan, LYNX hosted two stakeholder meetings late in calendar year 2008.

The FTA-JARC and NFP funds are awarded on a competitive basis. Under both programs, human services agencies and other entities are eligible to submit projects and compete for funding. With LYNX taking the lead on the development and adoption of the locally developed human services transportation plan and the adopted TDSP, a seamless process has been established.

LYNX will pass the funds awarded under the JARC and NFP programs to these human services agencies that will provide transportation services to transportation disadvantaged clients. The expansion of services by these agencies will mitigate cost impacts to LYNX by avoiding the influx of additional clients into the ACCESS LYNX programs. In order to ensure that both LYNX and the agencies are aware of and in agreement with certain terms and conditions associated with client transportation arrangements, the coordination agreements have been developed in collaboration with the affected agencies. A Copy of the standard agreement is included here.

The terms of the agreements require the agencies as part of the local coordinated transportation system, to report certain data, such as number of trips provided and mileage to LYNX, as well as annual performance evaluation data required by FTA for the JARC and NFP programs.

LYNX Board Agenda

As the CTC, it is incumbent upon LYNX to establish cost-efficiencies in service delivery. Partnerships with human services agencies in Orange, Seminole and Osceola counties will allow LYNX to leverage resources and mitigate possible additional costs associated with providing the services through our ACCESS LYNX program.

For every trip provided by our partner Human Service Agencies that would have otherwise been provided by our ACCESS LYNX program, LYNX will recognize a cost avoidance of approximately \$30.34 per trip.

FISCAL IMPACT:

LYNX staff will amend the FY2013 Adopted Budget in the amount of \$211,743 to include the grant awards and financial obligations for these contracts.

Contract #:
Date Range: 10/01/2012 to 09/30/2013
Agency Name: Meals on Wheels, Etc.
Funding Source: N/A
NTE Amount: N/A

TRANSPORTATION DISADVANTAGED COORDINATION CONTRACT

This Contract (the "Contract") is made and entered into by and between the Central Florida Regional Transportation Authority d/b/a LYNX (the "Authority"), a body politic and corporate created by Part II, Chapter 343, Florida Statutes, and Meals on Wheels, Etc. (hereafter designated as "Agency").

WITNESSETH:

WHEREAS, the Authority is an agency created by Part II, Chapter 343, Florida Statutes, and is authorized to plan, develop, own, purchase, lease and otherwise maintain, operate and manage a regional public transportation system and public transportation facilities in its tri-county service area, including Orange, Seminole and Osceola Counties, and provide services for the transportation disadvantaged; and

WHEREAS, the Authority has been designated as the Community Transportation Coordinator (the "Coordinator") (as defined in Chapter 427, Fla. Stat. (1991) (the "Act") and Rule 41-2, Fla. Admin. Code (the "Rule")), by the Commission for the Transportation Disadvantaged (the "CTD"), whose address is 605 Suwannee Street, MS-49, Tallahassee, Florida 32399-0450, Attention: Executive Director, to serve as Coordinator for its tri-county service area pursuant to the terms of the Memorandum of Agreement between the CTD and the Authority, Contract No. TD0875, with an effective date of July 1, 2008 (the "Memorandum"), a copy of which is available upon request; and

WHEREAS, the Authority, acting as the Coordinator, is required under the Rule to enter into a coordination contract with those organizations or agencies, such as the Agency, who receive transportation disadvantaged funds and who can perform and deliver transportation disadvantaged services more effectively and efficiently on their own; and

WHEREAS, the Agency, as a condition of receiving financial assistance and to comply with the Act and applicable rules and regulations, is required to coordinate its delivery of transportation services with the Coordinator pursuant to the terms and conditions of this Contract.

NOW, THEREFORE, in consideration of the premises herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Authority and the Agency agree as follows:

1. Recitals:

- 1.01 The recitals set forth above are true and correct and are incorporated herein by reference.
- 1.02 The Authority and Agency wish to establish this Contract to evidence their respective compliance with the Act, the Rule and other applicable state or federal laws.

2. Agency's Obligations:

- 2.01 The Agency enters into this Contract with the understanding that it is the duty of the Coordinator to ensure that transportation disadvantaged persons in the tri-county area are provided transportation services that are safe, efficient, cost-effective and are not duplicative or fragmented. This responsibility entails reporting requirements, financial and service monitoring, and safety monitoring.
- 2.02 The Agency shall provide certain transportation services in accordance with the terms and conditions of this Contract, the scope of which are described in the approved Scope of Services and Rate Structure ("Scope of Services") attached hereto as Exhibit "A", and made a part hereof (the "Transportation Services").
- 2.03 The Transportation Services shall be delivered in Orange, Seminole, and/or Osceola Counties.
- 2.04 In the delivery of the Transportation Services by the Agency and the performance of all of its obligations pursuant to this Contract, the Agency shall comply with all applicable federal, state and local laws, rules, regulations and requirements, including without limitation the Act, the Rule and, specifically, the following (as such laws, rules, regulations and requirements may be amended or superseded):
 - 2.04.01 The Authority's Administrative Rules, as approved and adopted by the Governing Board of the Authority, as available at www.golynx.com (the "Administrative Rules");
 - 2.04.02 The Authority's General Provisions Document, as available at www.golynx.com;
 - 2.04.03 The Authority's Transportation Disadvantaged Service Plan as defined in Rule 41-2.002(16), Fla. Admin. Code (the "TDSP"), available at www.golynx.com;

- 2.04.04 The safety requirements as specified in Section 341.061(2)(a), Florida Statutes, and Rule 14-90, Fla. Admin. Code;
- 2.04.05 Applicable local, state and federal laws and CTD policies relating to drug testing, as required in Rule 41-2.006(3), Fla. Admin. Code. The Agency shall conduct drug and alcohol testing for safety sensitive job positions within the coordinated system regarding pre-employment, randomization, post-accident, and reasonable suspicion as required by the Federal Highway Administration and the Federal Transit Administration;
- 2.04.06 The standards required by the CTD pursuant to the Memorandum;
- 2.04.07 The CTD approved standards set forth in Rule 41-2.006 (4), Fla. Admin. Code;
- 2.04.08 The Agency shall comply with state and federal laws including but not limited to laws regarding discrimination on the basis of sex, race, religion, age, disability, sexual orientation, or national origin. The Agency gives this assurance in consideration of and for the purpose of obtaining funding from the Authority, a recipient of federal financial assistance, and agrees to complete a Civil Rights Compliance Questionnaire if so requested by the CTD or the Authority. The Agency agrees that compliance with the assurance constitutes a condition of continued receipt of or benefit from federal financial assistance, and that it is binding upon the Agency, its successors, subcontractors, transferees, and assignees for the term of this Contract. The Agency shall assure that all operators, subcontractors, subgrantees, or others with whom the Agency arranges to provide Transportation Services are not discriminating against participants or employees in violation of the above statutes, regulations, guidelines, and standards. In the event of failure to comply, the Agency agrees that the CTD or the Authority may, at its discretion, seek a court order requiring compliance with the terms of this assurance or seek other appropriate judicial or administrative relief, to include assistance being terminated and further assistance being denied.
- 2.04.09 The Agency shall report to the Authority the information required in order for the Authority to satisfy the reporting requirements imposed upon the Authority as the

Coordinator, as set forth in Rule 41-2.007, Fla. Admin. Code.

- 2.05 In order to receive reimbursement for the Transportation Services, which shall be made on a monthly basis, the Agency shall submit an invoice to the Authority by the 10th of each month during the term of this Contract, together with the monthly ridership report for the prior month in the form attached hereto as Exhibit "B" and incorporated by reference ("Monthly Ridership Report").
- 2.06 Return to the Authority any acquired profits or surplus funds originating pursuant to this Contract that are beyond the amount(s) specifically identified and approved in the TDSP or provided in this Contract.
- 2.07 At the end of the term of this Contract and any renewal terms, the Agency shall submit an annual operating report detailing demographic, operational, and financial data regarding the Transportation Services and a project evaluation report to the Authority, in such form as may be prescribed by the Authority or the CTD.
- 2.08 The Agency may not subcontract all of any portion of the Transportation Services to any person, organization or entity without the prior written approval of the Authority, which may be granted or withheld in the Authority's discretion. In the event that the Agency uses any subcontractor in the delivery of the Transportation Services approved by the Authority ("Subcontractor"), the Agency shall ensure that the Subcontractor complies with all terms, conditions, obligations and requirements set forth in this Contract.
- 2.09 The Agency shall report all accidents which occur during the term of this Contract relating to the Transportation Services and/or out of the scope of this Contract. Accidents involving a fatality or fatalities must be reported to the Authority as soon after such accident as possible under the circumstances, but not more than twenty-four (24) hours after the Agency becomes aware of the fatal accident. Any other accident, those not involving a fatality or fatalities, with over \$1,000.00 in property damages, or personal injury that requires evacuation to a medical facility or a combination of both, must be reported to the Authority not more than forty-eight (48) hours after the Agency becomes aware of the accident. Copies of any accident report or reports prepared or received by the Agency as a result of any accident must be sent to the Commission upon receipt or preparation of the report.
- 2.10 The Agency shall safeguard information by not using or disclosing any information concerning a user of Transportation Services under this Contract for any purpose not in conformity with the local, state and federal regulations (45 C.F.R., Part 205.50), except upon order of a court, written

consent of the recipient, or his/her responsible parent or guardian when authorized by law.

3. Authority's Rights and Obligations:

- 3.01 The Authority shall have no responsibility under this Contract to provide or broker Transportation Services to or for the Agency's clients.
- 3.02 The Authority shall be entitled to include Agency-sponsored trip and mileage data in the Annual Operating Report to the CTD. The number of trips and miles included in this report are two (2) of four (4) equally weighted criteria used to determine the amount of the Trip and Equipment Grant awarded monthly to the Authority as Coordinator.
- 3.03 The Authority may review the Agency's operations and recommend changes with regard to personnel and employment practices of the Agency or its Subcontractors who are directly or indirectly providing Transportation Services under this Contract.
- 3.04 The Authority shall have the right on its own behalf or on behalf of the Agency, to review the personnel files of any safety sensitive employee having contact with paratransit customers or clients, in accordance with applicable laws.
- 3.05 The Authority may require that the Agency remove certain vehicles(s) from service which the Authority regards as unsuitable for service in accordance with applicable laws, rules regulations or standards.
- 3.06 Failure to comply with the Authority's recommendations may result in disallowance or cessation of funding for the Transportation Services.
- 3.07 The Authority shall have the right to inspect and audit the Agency's books and records, and those of its subcontractors, which are related to and attributed to the Agency's delivery of Transportation Services contemplated under this Contract, which right shall survive termination or expiration of this Contract as necessary to comply with the requirements of the CTD regarding retention and auditing of documents.
- 3.08 The Authority shall reimburse the Agency for the Transportation Services in accordance with the rate structure set forth in the Scope of Services, on a monthly basis. The Authority shall pay the Agency's invoice within seven (7) days of receipt of same together with the Monthly Ridership Report; provided, however, that the Agency may request additional documentation from the Agency prior to payment of any invoice from the Agency. The Authority may disallow and deduct any cost for which proper documentation is not provided.

3.09 The following Authority representatives (individually, an "Authorized Representative" and collectively, the "Authorized Representatives") are the authorized representatives of the Authority for purposes of this Contract: (i) the Chief Executive Officer; (ii) the Chief Financial Officer; (iii) the Chief Operating Officer; (iv) the Manager of Procurement and Contracts; and (v) any other representative specifically designated by the Authority. The designation described in (v) must be made in a signed writing by one of the Authorized Representatives identified in (i) – (iv), and delivered to the Agency before it can be relied upon. The Authorized Representatives, as well as all other officers, employees, executives, agents and representatives of the Authority, have only such authority to act on behalf of and bind the Authority to the extent granted to such individual by the Authority's Governing Board, and no apparent authority of any such individual shall be binding upon the Authority.

4. Contract Term:

4.01 The term of this Contract shall be for a period of one year, commencing on October 1, 2012 and terminating on September 30, 2013.

5. Contract Termination:

5.01 This Contract may be terminated under the following situations:

5.01.01 Notwithstanding any other provision hereof, this Contract may be terminated by the Agency if it no longer provides Transportation Services to its clients, and the Agency has otherwise fulfilled all of its obligations under this Contract, by giving notice of said fact pursuant to the notice provisions hereof.

5.01.02 If the Agency has made any misrepresentation in this Contract, this Contract may be terminated at the sole option of the Authority.

5.01.03 If the Agency is adjudicated bankrupt or files for bankruptcy or is placed in bankruptcy, or ceases to have legal existence, this Contract may be terminated at the sole option of the Authority.

5.01.04 Upon completion of the performance obligations of the Authority and the Agency, as set forth herein, this Contract may be terminated at the sole option of the Authority.

5.01.05 The Authority may terminate this Contract upon notice to the Agency in the event of termination of the Memorandum or the status of the Authority as Coordinator is otherwise terminated.

5.02 Termination for Default:

- 5.02.01 The Authority may, by written notice of default to the Agency, terminate the whole or any part of this Contract if the Agency fails to perform its obligations hereunder within the time specified herein or any extension thereof, or if the Agency acts in such a manner as to endanger its clients.
- 5.02.02 Termination shall occur if, in either of the foregoing circumstances, the Agency does not cure such default in performance obligations within a period of ten (10) days (or such longer period as the Authority, acting through its Authorized Representative, may authorize in writing) after receipt of written notice from the Authority, acting through its Authorized Representative, specifying such failure.
- 5.02.03 If this Contract is terminated in whole or in part for default on the part of the Agency, the Authority may report the incident to the appropriate state or federal agencies.
- 5.02.04 Waiver by the Authority of a breach of any provision of this Contract 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 Contract, and shall not act as a waiver or estoppel to enforcement of any provision of this Contract. The provisions herein do not limited the Authority's right to remedies at law or equity.

5.03 Termination for Convenience:

- 5.03.01 The Authority shall have the right to terminate this Contract upon twenty (20) calendar days written notice to the Agency, whenever the Authority, in its absolute discretion, acting through its Authorized Representative, shall determine that such termination is in the best interest of the Authority, without necessity for cause. Any such termination shall be effected by delivery of a notice of termination by the Authority to the Agency, specifying the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective.

6. Dispute Resolution:

- 6.01 The parties mutually acknowledge and agree that this Contract shall be construed in accordance with the laws of the State of Florida, without regard to the internal law of Florida regarding conflicts of law. Any controversy or claim arising out of or relating to this Contract, or the

breach thereof (collectively, a "Legal Dispute") may, at the option of the Authority, be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Any such arbitration shall be held in Orange County, Florida. If the Authority does not elect to settle any Legal Dispute by arbitration, then any action, suit or proceeding arising in connection with any such Legal Dispute shall be brought in the exclusive jurisdiction of the 9th Judicial Circuit of the State of Florida or the United States District Court for the Middle District of Florida, Orlando Division. Nothing in this paragraph shall in any way limit the right of to the Authority terminate this Contract under paragraph 5 hereof.

7. Insurance and Indemnification:

- 7.01 Throughout the term of this Contract, the Agency shall procure and maintain, at its sole expense, general liability insurance sufficient to comply with the minimum insurance requirement of \$100,000 per person and \$200,000 per incident as set forth in Rule 41-2.006, F.A.C., and name the Authority and the CTD as additional insured parties with respect thereto.
- 7.02 The Agency shall procure and maintain, throughout the term of this Contract, Worker's Compensation Insurance providing statutory benefits as provided under the Worker's Compensation Act of the State of Florida and/or any other state or federal law or laws applicable to the Agency's employees.
- 7.03 The Agency shall procure and maintain throughout the term of this Contract Comprehensive Automobile Liability insurance covering all owned or hired and all non-owned vehicles used in connection with the Transportation Services with limits of liability not less than \$100,000 each person and \$300,000 each accident and \$100,000 each occurrence for property damage, or a combined single limit for bodily injury and property damage of \$500,000. Such insurance shall name the Authority and the CTD as additional insured parties.
- 7.04 An insurance company satisfactory to the Authority and licensed to do business in the State of Florida shall write all insurance described in this Contract. All policies of insurance required herein shall be endorsed to LYNX waiving the insurer's rights of recovery against LYNX, whether by way of subrogation or otherwise. All insurance shall be provided by insurance companies with a Best's Rating of B+ or better, and shall otherwise be acceptable to LYNX. Companies issuing the required insurance policies and the Contractor shall have no recourse against the Authority for payment of any premiums or assessments for any deductibles, all such premiums and deductibles being the sole

responsibility of the Agency. Notwithstanding the foregoing, the Authority reserves the right to increase the insurance requirements upon notice to the Agency. The Agency shall provide the Authority with a copy of insurance certificate(s) demonstrating the satisfaction of the requirements set forth herein in form acceptable to the Authority, as and when requested by the Authority. In the event that the Agency fails to obtain and maintain the insurance required herein, the Authority shall have the right to procure such insurance on behalf of the Agency and be reimbursed by the Agency for the costs associated therewith or withhold such amounts from funding to the Agency hereunder.

- 7.05 Insurance policies and certificates shall specifically require that a thirty (30) day notice of cancellation, nonrenewal or changes in the limits of liability in the insurance policy be given to the Authority and the CTD.
- 7.06 If any part of the Transportation Services is subcontracted as approved by the Authority hereunder, the Contractor shall require any and all Subcontractors performing Transportation Services under the Contract to carry insurance of the type and limits of liability required above. In the event that a Subcontractor is unable to furnish adequate insurance as provided above, the Contractor shall endorse the Subcontractor as an additional insured. The Contractor shall obtain and furnish to the Authority certificates of insurance evidencing Subcontractors' insurance coverage.
- 7.07 The Agency understands that in performing the Transportation Services hereunder, it will be responsible for the consequences of its own actions. Therefore, the Agency agrees to be responsible for, and assume the defense of and indemnify, defend and save harmless the Authority, and the Authority's officers, directors, employees, agents and representatives, and the heirs, executors, successors and assigns of each of the foregoing, from all claims, demands, judgments, liability, loss or damage (at law or in equity), including without limitation all appeals, administrative actions, bankruptcy actions and intellectual property infringements (including, without limitation, amounts paid in settlement, costs of investigation and reasonable attorneys' and paralegals' fees and expenses) directly or indirectly arising out of or related to the performance of the Transportation Services hereunder, including, without limitation, any acts or omissions with respect thereto, by the Agency and/or any Subcontractor, or resulting from the use of any equipment, machinery, or other property of the Agency or the Authority. Furthermore, the Agency shall indemnify and hold harmless the CTD and its members, officers, agents, and employees; purchasing agency/entity officers, agents, and employees; and the local, state, and federal governments from any claim, loss, damage, cost, charge or expense arising out of any act, action, neglect or omission by the Agency during the performance of this Contract, whether direct or indirect, and whether to any person or property to which the CTD or said

parties may be subject, except that neither the Agency nor any of its Subcontractors will be liable under this Section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the CTD or any of its members, officers, agents or employees; purchasing agency/entity, officers, agents, and employees; and local, state, or federal governments. Nothing herein is intended to serve as a waiver of sovereign immunity by the Authority, the CTD or any agency/entity to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by a state agency/entity or political subdivision of the State of Florida or the federal government to be sued by third parties in any matter. Notwithstanding the foregoing, pursuant to Section 768.28, Florida Statutes, no agency or subdivision of the state shall be required to indemnify, insure, or assume any liability for the Authority's or the CTD's negligence.

7.08 The Authority reserves the right to use legal counsel designated by it and to approve the counsel selected by the Agency in performing its obligations under this provision.

8. Litigation; Attorney's Fees and Costs:

8.01 The prevailing party shall be entitled to reasonable attorneys' fees and court costs in the event of any administrative or civil litigation with regard to the performance obligations of this Contract, to the extent permitted by law.

8.02 The term "litigation" includes without limitation any eligibility determination proceedings, administrative proceedings, civil suit and any appeals related thereto, pre-trial matters, arbitration, mediation and bankruptcy proceedings.

9. Public Records:

9.01 The Authority is an agency of the State and is subject to Florida's government in the Sunshine Law, Chapter 286, Florida Statutes (the "Sunshine Law") and the Public Records Act, Chapter 119, Florida Statutes (the "Public Records Act"). It is possible that the Agency and any Subcontractor, as a result of this Contract, may also be subject to the Sunshine Law and the Public Records Act and, if so, the Agency will promptly respond in accordance with the statute to any and all third party requests for "public records," as that term is defined in the Public Records Act, and shall cause any Subcontractor to so respond. In regard to any such request, the Agency will promptly notify the Authority. The Authority's determination as to the necessity of such response shall be presumptively correct.

10. Notices:

All notices pursuant to this Contract shall be made to the addresses listed below:

- 10.01 The Agency's primary point of contact for daily operations of the Transportation Services pursuant to this Contract is **Meals on Wheels, Etc., , Sanford, FL 32773, 407.333.8877 X-110, FAX: 407-829-2468 and Email: sfincher@mealsetc.org**. The Agency may appoint other individuals upon written notice to, and approval by, the Authority. The Agency shall provide written notice to the Authority promptly with respect to any changes to the aforesaid contact information.
- 10.02 As of the date hereof, but subject to the other provisions set forth herein, the Authority designates William E. Hearndon (the "Contracting Officer") with respect to the Authority's performance of this Contract, and who will also serve as the primary point of contact for operational issues. The address for notices to the Authority under **this Contract is LYNX, 455 North Garland Avenue, Orlando, Florida 32801, Attention: William E. Hearndon, 407-254-6092, FAX: 407-254-6354, and Email: bhearndon@golynx.com. The Authority may change such designation upon written notice to the Agency.**

11. Miscellaneous:

- 11.01 Captions and Heading. Whenever herein the singular or plural is used the same shall include the other where appropriate. Words of any gender shall include other genders when the context so permits.
- 11.02 Number and Gender. This Contract may be executed in a number of identical counterparts each of which is an original and all of which constitute collectively one agreement. In making proof of this Contract in any legal action, it shall not be necessary to produce or account for more than one such counterpart.
- 11.03 **WAIVER OF JURY TRIAL. EACH PARTY HEREBY AGREES NOT TO ELECT A TRIAL BY JURY OF ANY ISSUE TRIABLE OF RIGHT BY JURY, AND WAIVES ANY RIGHT TO TRIAL BY JURY FULLY TO THE EXTENT THAT ANY SUCH RIGHT SHALL NOW OR HEREAFTER EXIST WITH REGARD TO THE CONTRACT DOCUMENTS, OR ANY CLAIM, COUNTERCLAIM OR OTHER ACTION ARISING IN CONNECTION THEREWITH. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS GIVEN KNOWINGLY AND VOLUNTARILY BY EACH PARTY, AND IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A TRIAL BY JURY WOULD OTHERWISE ACCRUE.**
- 11.04 Assignment. The Authority has selected the Agency to perform the Transportation Services based in substantial part on the personal

qualifications of the Agency; as such, the Agency may not assign, transfer or subcontract any right or obligation of this Contract in whole or in part, without the prior written consent of Authority, which consent may be granted or withheld in the sole discretion of Authority. Any assignment or transfer of any obligation under this Contract without the prior written consent of Authority shall be void, *ab initio*, and shall not release the Agency from any liability or obligation under this Contract, or cause any such liability or obligation to be reduced to a secondary liability or obligation.

- 11.05 Survival. Should any provision of this Contract be determined to be illegal or in conflict with any law of the State of Florida, the validity of the remaining provisions shall not be impaired.
- 11.06 No Third-Party Beneficiary. It is specifically agreed that this Contract is not intended by any of the provisions of any part of this Contract to establish in favor of any other party, the public or any member thereof, the rights of a third-party beneficiary hereunder, or to create or authorize any private right of action by any person or entity not a signatory to this Contract to enforce this Contract or any rights or liabilities arising out of the terms of this Contract.
- 11.07 Amendment of Contract. This Contract may not be modified or amended without the prior written consent of the party to be charged by said amendment or modification. This provision may not itself be changed orally. The Agency specifically is aware and understands that any modification or amendment to this Contract shall require the approval of the Authority's Governing Board or the approval of the appropriate Authority officer, as designated in the Administrative Rules.
- 11.08 Further Assurances. The parties shall, at their own cost and expense, execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to evidence or carry out the intent and purposes of this Contract. This provision shall survive the expiration or termination of this Contract.
- 11.09 Entire Contract. This Contract, together with any exhibits or attachments hereto, constitutes the entire agreement between the parties.
12. Authority Approval: This Contract, including the exhibits and attachments hereto, is contingent upon the approval by the Authority's Governing Board and the CTD.

[SIGNATURES BEGIN ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be duly executed on their behalf, in manner and form sufficient to bind them as of the effective date thereof.

CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY
d/b/a LYNX

By: _____
William E. "Bill" Hearndon
Manager of Paratransit Operations

Date: _____

Seal:

ATTEST: _____
Assistant Secretary

Meals on Wheels, Etc.
2801 S. Financial Ct.
Sanford, FL 32773

By: _____
Name: _____
Title: _____
Date: _____

ATTEST: _____
Agency Clerk/Secretary/Asst. Secretary

Exhibit A

Scope of Services and Rate Structure

This Transportation Disadvantaged Coordination Contract is generic for all agencies receiving state or federal funding for transportation services.

This Transportation Disadvantaged Coordination Contract is being provided to Agency as a courtesy to allow Agency to directly bill state or federal funding sources for transportation services, when authorized by and in full compliance with said state or federal funding source.

The Authority will not reimburse Agency for any expenses or services provided by way of this Transportation Disadvantaged Coordination Contract.

Exhibit B

Monthly Operating Report (Attached)

Consent Agenda Item #7.D. v

To: LYNX Board of Directors

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

Phone: 407.841.2279 ext: 6009

Item Name: Miscellaneous
Authorization to File Grant Applications with the Florida Department of Transportation (FDOT) for FY 2014 Section 5311 Federal Transit Administration (FTA) Non-Urbanized Area Program Funds and FY 2014 Section 5310 Federal Transit Administration Transportation for Elderly Person and Persons with Disabilities Program Funds

Date: 11/8/2012

ACTION REQUESTED:

Staff is requesting the Board of Directors authorization for the Chief Executive Officer (CEO) or designee to submit grant applications to the Florida Department of Transportation (FDOT) and authorize the Chairman to execute Resolution 12-010. This action also includes authorization for the Chief Executive Officer to execute a Notice of Grant Award (5310) and Joint Participation Agreement (5311) for anticipated awards from FDOT.

LYNX will submit grant applications to FDOT for approximately \$1,000,000 of Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities Program and approximately \$800,000 of Section 5311 Formula Grants for Rural Areas Program funds for the FY 2013/14 FDOT funding cycle.

If FDOT solicitations will comprise multiple years of funding, staff is requesting the Board of Directors authorization for the Chief Executive Officer (CEO) or designee to adjust funding request to exceed the amount currently authorized, to the extent that local match sources are identified.

BACKGROUND:

Congress establishes the legal authority to commence and continue FTA programs through authorizing legislation covering several years. On July 6, 2012, President Obama signed Moving Ahead for Progress in the 21st Century (MAP-21), reauthorizing surface transportation programs through fiscal year 2014. MAP-21 took effect on October 1, 2012.

On October 10, 2012 FTA announced changes in the Federal Transit Administration (FTA) programs in accordance with MAP-21, which authorizes surface transportation programs of the Department of Transportation for Federal fiscal years (FY) 2013 and 2014. The notice provided preliminary implementation instructions and guidance for the new and revised programs in FY 2013, announced the partial apportionment for programs authorized and funded with FY 2013 contract authority, and describes future plans for notice and comment for several programs.

Sometime in November 2012, the Florida Department of Transportation will be conducting workshops to announce its funding solicitation and guidance for the Non-urbanized Area Program – FTA Section 5311(re-titled Formula Grants for Rural Areas Program under MAP-21) and Transportation for Elderly Persons and Persons with Disabilities – Section 5310 (re-titled Enhanced Mobility of Seniors and Individuals with Disabilities Program under MAP-21). These solicitations are anticipated to be due for submission in January 2013.

It is uncertain at this time, if FDOT will solicit for projects funded solely under MAP-21 or in combination with any carry over funds through FY 2012 apportionments which got finalized and released late into FY 2012. Carryover funds through 2012 that remain unobligated, will continue to be subject to the program and eligibility requirements that existed prior to the enactment of MAP-21. Staff recommends submitting applications on all funding programs that will be made available by FDOT.

The following summarizes the 5310 and 5311 programs under MAP-21 program changes. FDOT will establish solicitation program criteria consistent with program requirements under MAP-21 and any carryover funds through FY 2012.

- ***Enhanced Mobility of Seniors and Individuals with Disabilities Program (49 U.S.C. 5310)***: Provides formula funding to improve mobility for seniors and individuals with disabilities intended for projects described below:
 - Serves the special needs of transit-dependent populations beyond traditional public transportation service, where public transportation is insufficient, inappropriate, or unavailable
 - Projects that exceed the requirements of the Americans with Disabilities Act (ADA).
 - Projects that improve access to fixed route service and decrease reliance on complementary paratransit; and
 - Projects that are alternatives to public transportation, generally provided by human services organizations

MAP-21 expands eligibility of the 5310 funds to be used for operating, in addition to capital, for transportation services that address the needs of seniors and individuals with disabilities. Not less than 55 percent of the funds available for this program must be used for projects planned, designed, and carried out to meet the special needs of seniors and individuals with disabilities when public transportation is insufficient, inappropriate, or unavailable. Remaining funds may be used for: public transportation projects that exceed the requirements of the ADA; public transportation projects that improve access to fixed-route service and decrease reliance by individuals with disabilities on complementary paratransit; or alternatives to public transportation that assist seniors and individuals with disabilities. The expanded eligibility

provisions are a result of the consolidation of the section 5317 New Freedom Program, which was repealed in MAP-21, with the section 5310 program.

The matching requirements for this program remain the same; capital assistance is provided on an 80 percent Federal share and 20 percent local share. Operating assistance requires a 50 percent match.

LYNX intends to apply for both operating and capital projects, approximately \$1,000,000 of 5310 for paratransit vehicles and operating projects. These projects are part of continuing initiatives to address paratransit cost reductions.

- ***Formula Grants for Rural Areas Program (49 U.S.C. 5311)***. The Rural Areas program provides formula funding for the purpose of supporting public transportation in areas with a population of less than 50,000. Funding may be used for capital, operating, planning, job access and reverse commute projects, and administration expenses. There is no set-aside or cap under MAP-21 for job access and reverse commute projects funded under this section. However, the projects must be for the “development and maintenance” of transportation services designed to transport welfare recipients and eligible low-income individuals to and from jobs and employment-related activities.

FTA defines “development of transportation services” to mean new projects that were not in service on October 1, 2012. New job access and reverse commute projects may include the expansion or extension of an existing service, so long as the new service was designed to support the target population consistent. “Maintenance of transportation services” is identified as the continuation of eligible job access and reverse commute projects that received funding under the SAFETEA-LU section 5316 JARC Program, which was repealed by MAP-21. Reverse commute projects are only eligible under this section if they are designed to transport welfare recipients and eligible low-income individuals to and from jobs and employment-related activities.

For FY2013, any projects or project elements that were eligible under the section 5316 Job Access and Reverse Commute Program, authorized under SAFETEA-LU, will remain eligible, so long as they can be classified as development or maintenance, as described above and comply with the MAP-21 definition of a job access and reverse commute project.

The matching requirements for this program remain the same; capital assistance is provided on an 80 percent Federal share and 20 percent local share. Operating assistance requires a 50 percent match.

LYNX intends to apply for operating projects, approximately \$800,000 of 5311 funding for operating projects.

While FTA continues to provide program guidance under MAP-21, LYNX staff will plan for operating and capital projects based on the solicitation requirements to be released by FDOT in its upcoming November workshops.

FISCAL IMPACT:

LYNX staff will include awarded 5310 and 5311 projects in the agency's FY2014 Operating and Capital Budgets as appropriate.

Section 5310 capital funds are 80% federal, and 20% local. Section 5310 operating funds are 50% federal and 50% local. Section 5311 operating funds are 50% federal and 50% local.

CFRTA RESOLUTION 12-010

A RESOLUTION OF THE CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY; AUTHORIZATING THE CHIEF EXECUTIVE OFFICER (CEO) TO SUBMIT GRANT APPLICATIONS WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FOR FY2014 SECTION 5311 FEDERAL TRANSIT ADMINISTRATION NON-URBANIZED AREA PROGRAM FUNDS AND FY2014 SECTION 5310 FEDERAL TRANSIT ADMINISTRATION TRANSPORTATION SERVICES FOR ELDERLY PERSON AND PERSONS WITH DISABILITIES PROGRAM FUNDS.

WHEREAS, LYNX has completed a draft Transportation Development Plan (TDP) for FY 2014-2023, which has been adopted by the Board and submitted to FDOT in June 2012, and the projects identified in the TDP are consistent with METROPLAN Orlando's Year 2030 Long Range Plan and Five Year Transportation Improvement Program (TIP).

WHEREAS, this is a resolution of the GOVERNING BOARD of the Central Florida Regional Transportation Authority (hereinafter BOARD), which hereby authorizes the signing and submission of the LYNX grant applications and supporting documents and assurances to the Florida Department of Transportation.

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

NOW THEREFORE, BE IT RESOLVED THAT:

1. The BOARD has the authority to authorize the execution of Joint Participation Agreements to be issued by FDOT in FY2014.
2. The BOARD authorizes the Chief Executive Officer (CEO) to execute the Joint Participation Agreements with the Florida Department of Transportation for operating assistance for rural transportation services (5311) and transportation services for elderly person and persons with disabilities program funds (5310).
3. That the above authorizations shall be continuing in nature until revoked by the Chairman of the Governing Board.

CERTIFICATION OF THE ADOPTION OF THE PROPOSED RESOLUTION 12-010 APPROVING THE SUBMITTAL OF GRANT APPLICATIONS WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR FY2014 SECTION 5311 FEDERAL TRANSIT ADMINISTRATION NON-URBANIZED AREA PROGRAM FUNDS AND FY2014 SECTION 5310 FEDERAL TRANSIT ADMINISTRATION TRANSPORTATION SERVICES FOR ELDERLY PERSON AND PERSONS WITH DISABILITIES PROGRAM FUNDS.

APPROVED AND ADOPTED this 8th th day of November 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 #7.D. vi

To: LYNX Board of Directors

From: Edward Johnson
GENERAL MANAGER
Rudolph Walter
(Technical Contact)
Reginald Mells
(Technical Contact)

Phone: 407.841.2279 ext: 6058

Item Name: Miscellaneous
Authorization to Execute Sub-recipient Agreements between LYNX and Meals On Wheels Etc., Seminole Behavioral Healthcare, The Opportunity Center, and Independent Transportation Network Orlando for Section 5317 (New Freedom Program - NFP) Federal Transit Administration Large Urbanized Area Program Funds and Section 5316 (Job Access and Reverse Commute - JARC) Federal Transit Administration Small Urbanized Area Program Funds

Date: 11/8/2012

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to enter into Sub-recipient Agreements with various Human Services Agencies, as the pass-through entity. These agreements are subject to grant award and availability of funding.

BACKGROUND:

In April 2011 the competitive selection process brought forth grant awards to Meals On Wheels Etc, Independent Transportation Network Orlando, and Seminole Behavioral Healthcare. Staff acknowledged the results of the competitive selection process and entered into Sub-recipient Agreements with these Human Services Agencies. The expanded service and the recognition of these Agencies as Sub-recipient and LYNX as the pass-through entity was approved as an agenda item approved by the Board in the September 28, 2011. In FY 2012 The Opportunity Center provided services to its clients by funding provisions of the Job Access and Reverse Commute (JARC) small urban funds. This will be a continuation of such services with The Opportunity Center being the sub-recipient and LYNX being the pass-through entity of the awarded JARC funds.

(1) **Meals on Wheels, Etc.** to expand services to elderly individuals in outlying areas of Seminole County \$31,304.70

LYNX Board Agenda

(2) Seminole Community Mental Health Center to expand transportation service to clients residing in outlying areas of Seminole County	\$43,438.50
(3) Opportunity Center, Inc. (formerly Osceola ARC) to expand transportation service to more clients with cognitive disabilities	\$50,000.00
(4) Independent Transportation Network Orlando (ITN Orlando) to provide new compliment service of fixed-route bus service and the existing para-transit	\$87,000.00
TOTAL	\$211,743.20

FISCAL IMPACT:

LYNX staff will amend the FY2013 Adopted Budget in the amount of \$211,743 to include the grant awards and financial obligations for these contracts.

**SUB-RECIPIENT AGREEMENT BETWEEN
CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY (d.b.a. LYNX)
AND
MEALS ON WHEELS ETC.**

THIS SUB-RECIPIENT AGREEMENT (“AGREEMENT”) is made as of this _____ day of _____, 2012, by and between Central Florida Regional Transportation Authority (“LYNX”), located at 455 N. Garland Avenue, Orlando, FL 32801 and Meals On Wheels Etc. (the “SUB-RECIPIENT”), which is located at 2801 S. Financial Court, Sanford, FL 32773.

R E C I T A L S:

WHEREAS, LYNX is the designated recipient of funds under the Job Access and Reverse Commute (“JARC”, 49 U.S.C 5316, 20.516-CFDA) and New Freedom (49 U.S.C 5317, 20.521-CFDA) from the Federal Transit Administration within the United States Department of Transportation (“FTA”); and

WHEREAS, LYNX has developed the Transportation Disadvantage Service Plan in conjunction with Metroplan Orlando, the Metropolitan Planning Organization, and in accordance with FTA; and

WHEREAS, LYNX has solicited projects under a competitive selection process and has recommended and approved funding for various projects using apportioned JARC and New Freedom funds; and

WHEREAS, the purpose(s) of the JARC and New Freedom grants are, respectively, to improve access to transportation services to employment and employment related activities for welfare recipients and eligible low-income individuals, as well as reverse commute services and to reduce transportation barriers and expand transportation mobility options for individuals with disabilities beyond requirements associated with the Americans with Disabilities Act of 1990 (ADA) for the residents of Orange, Osceola, and Seminole counties; and

WHEREAS, LYNX is an eligible recipient with the FTA and has been appointed by the Governor of Florida as the designated recipient of JARC and New Freedom funds for the Orlando Urbanized Area and has the resources available to receive the grant awards, execute subrecipient awards and contracts, monitor compliance of subrecipients, and complete the FTA grant reporting requirements; and

WHEREAS, LYNX desires to authorize the SUB-RECIPIENT to receive JARC and/or New Freedom grant funds from LYNX in the amount(s) and for the purpose(s) identified in Attachment A in accordance with the terms and conditions set forth in this AGREEMENT.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants, promises and undertakings set forth herein, and for other good and valuable

consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties agree as follows:

1. Awarding of JARC and/or New Freedom Grants and Responsibilities of Parties. LYNX authorizes the SUB-RECIPIENT to receive the FTA JARC and/or New Freedom funds allocated to the Orlando Urbanized Area for the purpose(s) and the amount(s) identified in Attachment A.

The Project shall be undertaken and accomplished in accordance with the terms and conditions specified herein along with Attachment A and Appendix 1, which are attached and by reference incorporated herein. The following section contains general provisions applicable to this Agreement. Attachment A contains the funds allocated, the funding sources, the scope of work, and the purpose(s) or the Project. Appendix 1 contains required federal clauses

2. The SUB-RECIPIENT will provide information to LYNX and will be responsible as follows:
 - A. SUB-RECIPIENT shall comply with any and all laws, statutes, ordinances, rules, regulations or requirements of the federal, state or local government, and any agency thereof, which relate to or in any manner affect the performance of this Agreement. 49 CFR Part 18, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," or 49 CFR Part 19 "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Nonprofit Organizations", Federal Transit Administration (FTA) Circular 4220.1F, FTA Master Agreement (Form FTA MA(16), October 1, 2010) and FTA Circular 5010.1D, Grant Management Guidelines, are each incorporated herein by reference as though set forth in full, and shall govern this Agreement except as otherwise provided herein.
 - B. Neither LYNX nor FTA will be responsible for any costs, charges, or expenses incurred by the SUB-RECIPIENT until the duly-authorized representative of LYNX issues a "Notice to Proceed."
 - C. The SUB-RECIPIENT will not assign any portion of the work to be performed under this AGREEMENT, or execute any contract, amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this AGREEMENT without prior written consent of LYNX.

Competitive procurement for vehicles and equipment is required for all capital purchases over \$2,500. SUB-RECIPIENTS are required to comply with all applicable procurement portions of 49

CFR Part 18.32, “Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments” or 49 CFR Part 19.34 “Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Nonprofit Organizations”, Federal Transit Administration (FTA) Circular 4220.1F “Third Party Contracting Requirements”, FTA Circular 5010.1D and Section 19 of the FTA Master Agreement.

- D. The SUB-RECIPIENT will submit annually Certifications and Assurances as required by the FTA. If the Project funding includes JARC, the SUB-RECIPIENT will also comply with 49 U.S.C. Section 5333 (formerly known as “13(c)”) in accordance with requirements of the Department of Labor.

- E. If the Project includes an operational component, the SUB-RECIPIENT will be responsible for compliance with paratransit responsibilities that would otherwise be the responsibility of LYNX under the Americans with Disabilities Act (ADA).

3. LYNX will be responsible as follows:
 - A. LYNX will monitor the SUB-RECIPIENT's compliance with all applicable Federal JARC and/or New Freedom grant guidelines as applicable through the implementation of projects funded through the JARC/New Freedom funds program(s).
 - B. LYNX will submit all reports to the FTA as required by the Federal guidance and will require the SUB-RECIPIENT to provide all necessary documentation to support project reporting.
 - C. LYNX will submit grant application to the FTA and administer the JARC and/or New Freedom grant awards for all selected sub-recipients(s) as a result of the competitive selection process.
 - D. Any responsibilities under the JARC and New Freedom grants, not specifically allocated to the SUB-RECIPIENT in this AGREEMENT, will be the responsibility of LYNX.
4. Each party will cooperate in providing information and documentation, as may be reasonably requested by the other party, with respect to the subject matter of this AGREEMENT.
5. **Scope of Services.** The SUB-RECIPIENT is responsible for the project described in Attachment A (the "Project"). The SUB-RECIPIENT will provide an umbrella of services that help disabled individuals maintain their dignity and independence. The core of these services includes congregate meals, home delivered meals, case management, nutrition, education, and regional transportation assistance to targeted populations within the Orlando urbanized area. This area includes Seminole County and seven municipalities. This accessibility to the targeted population is both an individual and community-wide process. Through their joint mission with the CTC, Meals On Wheels continues its strategic plan to provide opportunities to the economically disadvantaged and disabled seniors. This partnership allows Meals On Wheels SBH to provide door-to-door service by well-trained drivers who provide timely pick up from their homes to their destinations as well as transportation back home. Meals On Wheels Etc has 50 employees and over 700 volunteers plus a volunteer Board of Directors that meets bi-monthly. The Older American Act, Seminole County Government, and other local contributions will provide matching funds for this program. Lynx will provide up to 50% reimbursement of total net trip cost for all eligible trips.

The services of the SUB-RECIPIENT do not include any of the following: the disbursement or accounting of funds distributed by LYNX's financial officer,

legal advice, fiscal audits or assistance with activities not related to the SUB-RECIPIENT's specified Project.

- A. SUB-RECIPIENT will be responsible for all facets of the Project as described in the SUB-RECIPIENT's application and identified in Attachment A.

In conducting accounting activities, SUB-RECIPIENT shall comply with provisions contained in 49 CFR Part 18 or 49 CFR Part 19, as applicable, for management of FTA grant funds.

LYNX shall reimburse SUB-RECIPIENT for the costs of services and allowable expenses required to perform the work in accordance with the project as described in Attachment A. Reimbursement shall be in accordance with the cost principles set forth in Office of Management and Budget ("OMB") Circular A-87, Revised, "Cost Principles Applicable to Grants and Contracts with State and Local Governments" or Circular A-122 "Cost Principles for Non-Profit Organizations".

SUB-RECIPIENT will provide thorough and complete accounting for all funds expended in the performance of this work, to the extent that such funds are provided by LYNX as set forth in Section 5 of this Agreement, consistent with 49 Code of Federal Regulations, Part 18.37(b). A full A-133 audit is required of each state, local government and non-profit SUB-RECIPIENT of JARC and New Freedom funds except where assistance is provided solely in the form of capital equipment procured directly by the Grantee.

- B. SUB-RECIPIENT will comply with the *LYNX's PROGRAM MANAGEMENT PLAN: JOB ACCESS AND REVERSE COMMUTE (JARC-SECTION 5316) NEW FREEDOM (SECTION 5317)* required by FTA, as now in effect or as amended from time to time.
- C. During the term of this AGREEMENT, the SUB-RECIPIENT will maintain records of its performance under this AGREEMENT in a manner consistent with generally accepted accounting principles. The SUB-RECIPIENT will allow LYNX or their authorized representative access to these records at anytime during normal business hours. At the request of LYNX, the SUB-RECIPIENT will submit to LYNX, in the format prescribed by LYNX, status and financial reports on its performance under this AGREEMENT.

- D. If the Project scope and approval(s) includes purchase or lease of vehicle(s), title to the vehicle(s) will rest with LYNX under such terms and conditions as LYNX will determine.
- E. For non-vehicle equipment, including technology, SUB-RECIPIENT will maintain in effect such warranty and/or service agreement(s) as LYNX will approve, and will maintain such equipment in good condition throughout its useful life.
- F. SUB-RECIPIENT is solely responsible for local match funds in accordance with federal requirements.
- G. If the SUB-RECIPIENT ceases to exist or an event of default occurs, all grant funding on hand and accounts or notes receivable related to this AGREEMENT will revert to the LYNX.

6. Administration.

- A. For the purposes of implementing this AGREEMENT, LYNX will appoint a project liaison who will work with the SUB-RECIPIENT. The parties will meet as necessary to provide for the efficient and smooth implementation of this AGREEMENT and the activities contained herein.
- B. The SUB-RECIPIENT will comply with all applicable federal and state statutes and regulations.
- C. If there are any conflicts between the terms of this AGREEMENT and the applicable Federal JARC and New Freedom grant guidelines, regulations, policies, procedures, directives and guidance, the terms of the applicable Federal JARC and New Freedom grant guidelines, regulations, policies, procedures, directives, and guidance will prevail.

7. Documents Incorporated by Reference. The SUB-RECIPIENT's application for funding, dated **October 1, 2011 (including subsequent submissions)** and all applicable federal and state statutes and regulations and guidance are incorporated into this AGREEMENT by this reference and are binding upon the SUB-RECIPIENT.

8. Reports and Information. The SUB-RECIPIENT will maintain accounts and records, including personnel, property and financial records adequate to identify and account for all costs pertaining to this AGREEMENT and such other records as may be deemed necessary by LYNX to assure proper accounting for all project funds, both federal and non-federal shares. These records will be made available for audit purposes to LYNX or its authorized

representative, and will be retained for three (3) years after receipt of final payment for the services outlined in this AGREEMENT unless permission to destroy them is granted by LYNX.

9. Conflict of Interest. The SUB-RECIPIENT covenants that it presently has no interest and will not acquire any interest, direct or indirect, which conflicts in any manner or degree with the performance of its services hereunder. The SUB-RECIPIENT further covenants that in performing the services outlined in this AGREEMENT it will employ no person who has any such interest.

10. Termination of AGREEMENT. If the SUB-RECIPIENT fails to perform any of its duties outlined in this AGREEMENT, or if any event of default occurs, LYNX may declare the SUB-RECIPIENT to be in default and thereafter give the SUB-RECIPIENT written notice setting forth the action or in-action which constitutes the default and provide the SUB-RECIPIENT up to thirty (30) days in which to correct the default. If the SUB-RECIPIENT fails to correct the default within thirty (30) days of receipt of such notice, LYNX may notify the SUB-RECIPIENT in writing that this AGREEMENT is terminated.

11. Addresses for Notices. Except as otherwise expressly provided herein, all notices, requests, demands and other communications provided for under this AGREEMENT will be in writing and will be either (a) personally delivered, or (b) sent by first class United States mail, or (c) sent by overnight courier of national reputation, or (d) transmitted by facsimile, in each case addressed or faxed to the party to whom notice is being given at its address or facsimile number as set forth below:

DESIGNATED RECIPIENT: LYNX
455 N Garland Avenue
Orlando, FL 32801
Attn: Reginald D. Mells, Human Services
Transportation Coordination
Program Manager
Fax: 407-254-6310

SUB-RECIPIENT: Meals On Wheels Etc.
2081 S. Financial Court
Sanford, FL 32773
Attn: Sherry Fincher, Executive Director
Fax: 407-333-8877

All such notices, requests, demands and other communications will be deemed to have been given on (a) the date received if personally delivered, (b) when deposited in the mail if delivered by mail, (c) the date sent if sent by overnight courier, or (d) the date of transmission if delivered by facsimile.

12. Relationship of Parties. Nothing contained in this AGREEMENT will be deemed to constitute or be construed or implied to create the relationship of principal and agent, partnership or joint venture.
13. Headings; Number and Gender of Words. The captions and headings in this AGREEMENT are for convenience only and do not in any way define, limit or modify the terms or provisions hereof. Whenever the singular is used in this AGREEMENT, the same will include the plural where appropriate and words of any gender will include the other gender where appropriate.
14. Governing Law. This AGREEMENT will be construed and enforced in accordance with the laws of the State of Florida.
15. Indemnification. The SUB-RECIPIENT does hereby agree to indemnify, defend, save and hold harmless the Grantee and all the members of its Board, its officers, and employees from and against all losses and all claims, demands, payments, suits, actions, recoveries, expenses, attorney's fees, and judgments of every nature and description, including claims for property damage and claims for injury or death of persons, or on account of, any claim or amounts recovered under the "Workers' Compensation Law" or of any other laws, bylaws, ordinance, order or decree brought or recovered against it by reason of any act of negligence or omission of the SUB-RECIPIENT, its agents, or employees, except only such injury or damage as shall have been occasioned by the gross negligence of the Grantee.
16. Additional Federal Clause. The following federally required clauses in Appendix A are required of FTA funded capital and operations planning grants. These clauses vary per type of agreement. Additional information may be found at:
<http://www.fta.dot.gov/fta/library/admin/BPPM/appA1.html#BM22>.
These federally required clauses attached hereto and incorporated herein by this reference, apply to this Agreement. The federal clauses that apply to this Agreement may exceed those included in Appendix A.

Sub-Recipient Grant No: NFL04-X11-1

[Signature Page to Follow]

IN WITNESS WHEREOF the parties have caused this instrument to be executed by their respective proper officials:

DESIGNATED RECIPIENT:

LYNX

Witness: _____

Date: _____

By: _____

John Lewis, CEO

COMMONWEALTH OF FLORIDA
CITY/COUNTY OF _____

The foregoing instrument was acknowledged before me, this ___ day of _____, 2011 by John Lewis, CEO of LYNX, who is personally known to me or produced _____ as identification.

Notary Public

My Commission Expires: _____

Registration No.: _____

SUB-RECIPIENT:

MEALS ON WHEELS ETC.

Witness: _____

Date: _____

By: _____

Sherry Fincher, Executive Director

COMMONWEALTH OF FLORIDA
CITY/COUNTY OF _____

The foregoing instrument was acknowledged before me, this ___ day of _____, 2011 by Sherry Fincher, Executive Director, who is personally known to me or produced _____ as identification.

Notary Public

My Commission Expires: _____

Registration No.: _____

Consent Agenda Item #7.D. vii

To: LYNX Board of Directors

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

Phone: 407.841.2279 ext: 6009

Item Name: **Miscellaneous**
Authorization to Adopt Metroplan Orlando's FY2012/2013 Unified
Planning Work Program (UPWP)

Date: 11/8/2012

ACTION REQUESTED:

Staff is requesting the Board of Directors' ratification of the Chief Executive Officer's (CEO) execution of contract with METROPLAN ORLANDO for planning funds in the amount of \$363,911.05 to conduct transit planning tasks as contained in the FY2012/2013 Unified Planning Work Program (UPWP).

The planning funds in the total amount of \$363,911.05 include \$103,165.05 of carry-forward funds, \$194,500 of FY2013 FTA 5303 funds and \$66,246 of FY2013 State Transportation Disadvantaged funds.

BACKGROUND:

METROPLAN ORLANDO is the metropolitan planning organization for Orange, Osceola and Seminole counties, and is responsible for preparing and maintaining the Long Range Transportation Plan and all other related transportation plans required for the region to receive federal and state funding. LYNX is a member of and participates in all various transportation planning processes and committees and receives funds passed through METROPLAN ORLANDO.

The Federal Transit Administration (FTA) and Florida Commission for the Transportation Disadvantaged annually appropriate planning funds to the METROPLAN ORLANDO. A portion of the Federal funds along with State funds are used to specifically address transit related planning and data collection activities. Annually, FTA funds are received under a Metropolitan Planning Program (Section 5303) grant and are passed through to LYNX for planning activities

identified as part of the Unified Planning Work Program (UPWP). Additionally, state planning funds for transportation disadvantaged services are annually included in a grant from FDOT to METROPLAN ORLANDO and are passed through to LYNX.

LYNX staff has coordinated with METROPLAN ORLANDO to define certain transit planning tasks and their funding levels which have been incorporated into the 2012/2013 fiscal year UPWP. The UPWP has been adopted by the METROPLAN ORLANDO Board and is the regional document defining various transportation planning activities programmed annually by federal, state and local governments.

The 2012/2013 fiscal year LYNX planning activities included in METROPLAN ORLANDO's Metropolitan Planning Program and State grants are as follows:

- Transit System Monitoring
- Smart Growth Principles
- Congestion Management
- Short-Range TDP Update
- Safety in Transportation Planning
- Security in Transportation Planning
- Transit Quality Level of Service Assessment
- Paratransit /TD Services Planning

Attached is a copy of the agreement with METROPLAN ORLANDO for FY2012/2013 fiscal year transit planning activities. This is a recurring agreement based on the annual funding allocations included in the regionally adopted Unified Planning Work Program.

FISCAL IMPACT:

LYNX staff included planning revenues passed through from MetroPlan Orlando in the FY2013 Adopted Operating Budget as appropriate.

The planning funds in the total amount of \$363,911.05 include \$103,165.05 of carry-forward funds (as of the MPO's Fiscal Year Ending June 2012), \$194,500 of FY2013 FTA 5303 funds and \$66,246 of FY2013 State Transportation Disadvantaged funds. The actual carryover amount is less than the MPO contract amount, approximately \$65,000, as of the LYNX' Preliminary Fiscal Year Ending September 30, 2012.

THIS CONTRACT, by and between the Orlando Urban Area Metropolitan Planning Organization, d/b/a MetroPlan Orlando, A Regional Transportation Partnership, hereinafter referred to as "METROPLAN ORLANDO" and the Central Florida Regional Transportation Authority, d/b/a LYNX, hereinafter referred to as the "CONTRACTOR".

WITNESSETH:

That for and in consideration of the mutual undertakings of the parties to this contract, METROPLAN ORLANDO and the CONTRACTOR hereby covenant and agree, each with the other, as follows:

1. That the CONTRACTOR hereby covenants and agrees to render professional services in carrying out and completing certain elements of the FY 2012/2013 Orlando Urban Area Unified Planning Work Program as outlined in the Scope of the Project and Budget which are attached to and made a part of this contract as Exhibit A, provided, however, that the total amount of the reimbursable costs to the CONTRACTOR shall not exceed Three Hundred Sixty-Three Thousand Nine Hundred Eleven Dollars and Five Cents (\$363,911.05). Of this amount, One Hundred Ninety-Four Thousand Five Hundred Dollars (\$194,500.00) shall be provided from the FTA FL-80-X22 grant for FY 2012/2013.
2. One Hundred Three Thousand One Hundred Sixty-Five Dollars and Five Cents (\$103,165.05) shall be provided as carryforward funds from the FTA FL-80-X21 grant for FY 2011/2012.
3. Sixty-Six Thousand Two Hundred Forty-Six Dollars (\$66,246.00) shall be provided from the Florida Commission for the Transportation Disadvantaged FY 2012/2013 planning grant.
4. That the CONTRACTOR hereby covenants and agrees as follows:

A. Audit and Inspection

The CONTRACTOR shall permit, and require its subcontractors to permit, the Federal Transit Administration (FTA), Florida Department of Transportation (FDOT), Florida Commission for the Transportation Disadvantaged (TD) or their authorized representatives to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records; and to audit the books, records, and account of the CONTRACTOR, pertaining to the development of the Project. Records of costs incurred under terms of this Agreement shall be maintained and made available upon request to FTA, FDOT, TD or their authorized representatives at all times during the period of a specific Unified Planning Work Program and for five (5) years after final payment is made on a specific Unified Planning Work Program. Copies of these documents and records shall be furnished to FTA, FDOT, TD or their authorized representatives upon request.

The CONTRACTOR shall be responsible for obtaining Project audits in accordance with the requirements of 49 CFR and in the Office of Management and Budget (OMB) Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations), as well as Section 215.97, Florida Statutes (Florida Single Audit Act). CONTRACTOR shall provide a copy of any audit report and any management letters to METROPLAN ORLANDO, and shall provide copies of audit reports for audits conducted in accordance with OMB Circular A-133 to:

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

State of Florida Auditor General (for Florida Single Audit)
Room 574, Claude Pepper Building
111 West Madison Street
Tallahassee, FL 32302-1450

B. Supplemental Agreements

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 the U.S. Department of Transportation, anything to the contrary in this Agreement notwithstanding. This Agreement shall not be amended or modified except by a writing signed by both parties. This Agreement constitutes the entire agreement between the parties and supersedes and replaces all prior written or oral agreements relating to the matters set forth.

C. Restrictions, Prohibitions, Controls, and Labor Provisions

- (1) Compliance with Regulations. The CONTRACTOR shall comply with the regulations of Federal DOT relative to non-discrimination in Federally-assisted programs of the Federal DOT (Title 49, Code of Federal Regulations, hereinafter referred to as the Regulations), which are incorporated herein by reference and made a part of this contract.
- (2) Equal Employment Opportunity. There shall be no discrimination against any employee who is employed in the work covered by this Contract, or against any applicant for such employment, because of race, color, religion, sex, age or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, advertising, layoff or termination, rates of pay or other forms of compensation or selection for training, including apprenticeship. The CONTRACTOR shall insert a similar provision in all subcontracts for services covered by this Contract.
- (3) Non-Discrimination. The CONTRACTOR, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, color, religion, sex, age or national origin in the selection and retention of subcontractors, including procurement of material and leases of equipment. The CONTRACTOR will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Federal Regulations, including employment practices when the contract covers the program set forth in Appendix B of the Federal Regulations.
- (4) Solicitations for Subcontracts, including Procurements of Materials and Equipment. In all solicitations made by competitive bidding or negotiation made by the CONTRACTOR for work to be performed under a subcontract, including

procurements of materials and leases of equipment, each potential subcontractor, supplier or lessor shall be notified by the CONTRACTOR of obligations under this contract and the regulations relative to nondiscrimination on the grounds of race, color, religion, sex, age or national origin.

- (5) Disadvantaged Business Enterprises. Participation by Disadvantaged Business Enterprises: The CONTRACTOR shall agree to abide by the statements in Paragraph (1) and (2) which follow. These statements shall be included in all subsequent agreements between the CONTRACTOR and any sub-consultant or contractor.
- a. Policy: It is the policy of METROPLAN ORLANDO that disadvantaged businesses, as defined by **49 Code of Federal Regulations**, shall have an opportunity to participate in the performance of METROPLAN ORLANDO contracts in a non-discriminatory environment. The objectives of the Disadvantaged Business Enterprise program are to ensure non-discrimination in the award and administration of contracts, ensure firms fully meet eligibility standards, help remove barriers to participation, create a level playing field, assist in development of a firm so it can compete successfully outside of the program, provide flexibility, and ensure narrow tailoring of the program.
 - b. METROPLAN ORLANDO, its contractors, suppliers, and consultants shall take all necessary and reasonable steps to ensure that disadvantaged businesses have an opportunity to compete for and perform the contract work of METROPLAN ORLANDO in a non-discriminatory environment.

The CONTRACTOR shall require its contractors, suppliers, and consultants to not discriminate on the basis of race, color, national origin, religion, gender, age, or disability in the award and performance of its contracts. The CONTRACTOR shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT 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 METROPLAN ORLANDO deems appropriate. This policy covers in part the applicable federal regulations and the applicable statutory references contained therein for the **Disadvantaged Business Enterprise Program Plan, Chapters 337 and 339, Florida Statutes**, and **Rule Chapter 14-78, Florida Administrative Code**.

It is understood and agreed that if the CONTRACTOR at any time learns that the certification it provided to METROPLAN ORLANDO in compliance with 49 CFR, was erroneous when submitted or has become erroneous by reason of changed circumstances, the CONTRACTOR shall provide immediate written notice to the Executive Director of METROPLAN ORLANDO. 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, shall be included

by the CONTRACTOR in all lower tier covered transactions and in all
aforementioned federal regulation.

- (6) Sanctions for Noncompliance. In the event of the CONTRACTOR'S noncompliance with the nondiscrimination provisions of this contract, sanctions may be imposed as determined by the Secretary of Transportation, United States Department of Transportation or designate. Such sanctions may include withholding of funds, cancellation or termination or suspension of the contract in whole or in part.
- (7) E-Verify.
Vendors/Contractors:
 - a. 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
 - b. 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.
- (8) Information and Reports. The CONTRACTOR will provide all information and reports required by the Federal Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by METROPLAN ORLANDO to be pertinent to ascertain compliance with such Federal Regulations, orders and instructions.
- (9) Exhibit B. A "Third Party Subcontractor" letter shall be completed as appropriate and forwarded to all subcontractors providing goods or services funded by Transportation Disadvantaged Trust Fund monies. Distribution of the letters should coincide with the execution date of the grant or contract. A copy of each letter shall be provided to METROPLAN ORLANDO and to the Commission for the Transportation Disadvantaged.
- (10) Incorporation of Provisions. The CONTRACTOR will include the provisions of paragraphs (1) through (7) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Federal Regulations, order, or instructions issued pursuant thereto. The CONTRACTOR will take such action with respect to any subcontract or procurement as METROPLAN ORLANDO may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that in the event the CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

D. 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 therefrom.

E. Interest of CONTRACTOR.

The CONTRACTOR covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. The CONTRACTOR further covenants that, in the performance of this Contract, no person having any such interest shall be knowingly employed.

F. Prohibited Interests.

The CONTRACTOR shall insert in all contracts entered into in connection with the Project or any property included or planning to be included in the Project, and shall require its subcontractors to insert in each of their subcontracts, the following provision:

"No member, officer, or employee of the CONTRACTOR or of the locality during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

This provision shall not be applicable to any agreement between the CONTRACTOR and its fiscal depositories, or to any agreement for utility services, the rates for which are fixed or controlled by a governmental agency.

G. Assignability.

The CONTRACTOR shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of METROPLAN ORLANDO thereto: provided, however, that claims for money due or to become due to the CONTRACTOR from METROPLAN ORLANDO under this Contract may be assigned to a bank, trust company or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished.

5. Funds Available. It is expressly understood and agreed that METROPLAN ORLANDO shall be bound by the terms of this contract only to the extent that there are FTA Section 5303 Funds or Transportation Disadvantaged planning funds available to perform its obligations hereunder.
6. The Project Budget. Prior to the execution of this agreement, a Project Budget shall be prepared and attached to this agreement as "Exhibit A." The CONTRACTOR shall maintain said budget, carry out the Project, and incur obligations against Project funds only in conformity with the latest approved budget for the Project. The budget may be revised periodically, but no budget or revision thereof shall be effective unless and until METROPLAN ORLANDO and the CONTRACTOR shall have approved the same in writing.

7. Accounting Records.

- A. Costs Incurred for the Project. The CONTRACTOR shall charge to the Project account all eligible costs of the Project. Costs in excess of the latest approved budget or attributable to actions which have not received the required approval of METROPLAN ORLANDO shall not be considered eligible costs. Determination of eligible costs shall meet all requirements of Federal Procurement Regulations Part 1-15 and OMB Circular A-87.
- B. Documentation of Project Costs. All costs charged to the Project including any approved services contributed by the CONTRACTOR or others, shall be supported as required by records, invoices, or vouchers evidencing in proper detail the nature and propriety of the charges. A work progress report shall be submitted with the invoices by the CONTRACTOR and shall be an indication of that work performed by the CONTRACTOR for that time period.

8. Requisitions and Payments.

A. Preliminary Action by the CONTRACTOR.

In order to obtain any payment, the CONTRACTOR shall submit invoices on at least a quarterly basis to METROPLAN ORLANDO. METROPLAN ORLANDO shall in turn requisition the appropriate State and Federal agencies for CONTRACTOR charges within two weeks after receipt of the invoice. If for any reason payment to the CONTRACTOR cannot be made within sixty (60) days, then METROPLAN ORLANDO shall notify the CONTRACTOR of said reasons.

B. Prompt Payment

- (1) METROPLAN ORLANDO requires that the CONTRACTOR shall, before receipt of any progress payment under the provisions of this contract, certify that the CONTRACTOR has disbursed to all subcontractors and suppliers having an interest in the contract their pro rata shares of the payment out of previous progress payments received by the CONTRACTOR for all work completed and materials furnished in the previous period, less any retainage withheld by the CONTRACTOR pursuant to an agreement with a subcontractor, as approved by the METROPLAN ORLANDO for payment. The METROPLAN ORLANDO shall not make any such progress payment before receipt of such certification, unless the CONTRACTOR demonstrates good cause for not making any such required payment and furnishes written notification of any such good cause to both the METROPLAN ORLANDO and the affected subcontractors and suppliers.
- (2) METROPLAN ORLANDO requires that the CONTRACTOR shall, within 30 days of receipt of the final progress payment or any other payments received thereafter, except the final payment, to pay all subcontractors and suppliers having an interest in the contract their pro rata shares of the payment for all work completed and materials furnished, unless the contractor demonstrates good cause for not making any such required payment and furnishes written

notification of any such good cause to both the METROPLAN ORLANDO and the affected subcontractors or suppliers within such 30-day period.

- C. METROPLAN ORLANDO'S Obligations. Subject to other provisions hereof, METROPLAN ORLANDO shall honor such requisitions in amounts and at times necessary to ensure the carrying out of the Project and the payment of all eligible costs thereof. However, notwithstanding any other provision of this Agreement, METROPLAN ORLANDO may elect by Notice of Termination issued pursuant to Section 7 to terminate this Agreement if:
- (1) Misrepresentation. The CONTRACTOR shall have made misrepresentation of material nature with respect to any document or data furnished therewith or pursuant thereto.
 - (2) Litigation. There is then pending litigation with respect to the performance by the CONTRACTOR of any of its duties or obligations which may jeopardize or adversely affect the Project, this Agreement, or payments to the Project. Pending litigation is defined as including only those lawsuits that have been formally filed.
 - (3) Concurrence by METROPLAN ORLANDO. The CONTRACTOR shall have taken any action pertaining to the Project which under the established procedures requires the prior approval of METROPLAN ORLANDO or shall have proceeded to make related expenditures or incur related obligations without having been advised by METROPLAN ORLANDO that the same are satisfactory.
 - (4) Conflict of Interests. There has been any violation of the conflict of interest provisions contained herein.
 - (5) Default. The CONTRACTOR shall be in default under any of the provisions of the Agreement.
 - (6) Unavailability of Funds. FTA or TD funds are not available to perform their obligations hereunder.
- D. Disallowed Costs. In determining the amount of the financing payment, METROPLAN ORLANDO will exclude all Project costs incurred by the CONTRACTOR prior to the effective date of this agreement, costs incurred by the CONTRACTOR which are not provided for in the latest approved budget for the Project, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by METROPLAN ORLANDO.
- E. Cash Reimbursement. Cash reimbursement made for work accomplished on a Project element shall be made after the satisfaction by the CONTRACTOR of the in-kind contributions, if any, pledged to the Project.
- F. Audit Findings. The CONTRACTOR shall be responsible for those audit findings assessed against the CONTRACTOR'S elements of the Unified Planning Work Program.

9. Termination or Suspension

- A. Termination or Suspension Generally. If the CONTRACTOR abandons or, before completion, finally discontinues the Project; or if, by reason of any of the events or conditions set forth in this Agreement or for any other reason, the commencement, prosecution, or timely completion of the Project by the CONTRACTOR is rendered improbable, unfeasible, impossible, or illegal, METROPLAN ORLANDO may, by written notice to the CONTRACTOR, terminate this Agreement. In the event of such termination, the CONTRACTOR shall be paid for all eligible costs and charges incurred up to the time notice of termination is received, and for any action received, and for any action required pursuant to the final termination notice.
- B. Action Subsequent to Notice of Termination or Suspension. Upon receipt of any final termination notice under this Section, the CONTRACTOR shall proceed promptly to carry out the actions required therein, which may include any or all of the following:
- (1) Cease from obligating new costs after the notice, except for incurring non-calculative costs for close-out of the Project.
 - (2) Necessary action to terminate or suspend, as the case may be, Project activities and contracts and such other actions as may be required or desirable to keep to the minimum the costs upon the basis of which the financing is to be computed;
 - (3) Furnish a statement of the status of the Project activities and of the Project account as well as a proposed schedule, plan, and budget for terminating or suspending and closing out Project activities and contracts, and other undertakings the costs of which are otherwise includable as Project costs; and
 - (4) Remit to METROPLAN ORLANDO such portion of the financing and any advance payment previously received as is due METROPLAN ORLANDO under the provisions of the Agreement. The closing out shall be carried out in conformity with the latest schedule, plan, and budget as approved by METROPLAN ORLANDO or upon the failure of the CONTRACTOR to furnish the schedule, plan and budget within a reasonable time. The acceptance of a remittance by the CONTRACTOR or the closing out of Federal financial participation in the Project shall not constitute a waiver of any claim which METROPLAN ORLANDO may otherwise have arising out of this Agreement.
10. Remission of Project Account upon Completion of Project. Upon completion of the Project and, after payment, provision for payment, or reimbursement of all Project costs is made, the CONTRACTOR shall remit to METROPLAN ORLANDO any unexpended balance in the Project budget.
11. Reports, Maps and Other Documents. All reports, maps, and other documents completed through this Contract funded by FTA, other than documents prepared exclusively for internal use, shall carry the following notation:

"The preparation of this report has been financed in part through a grant from the United States Department of Transportation under the provisions of Section 5303 of the Urban Mass Transportation Act of 1964 (as amended)"

together with the date (month and year) the document was prepared and the name of the planning area concerned. The following statement shall be contained in the credit sheets of any publications prepared by the CONTRACTOR:

"The opinions, findings, and conclusions expressed in this publication are those of the author and not the Department of Transportation, Federal Transit Administration."

12. Ownership of Documents. While this Contract and any subsequent amendments are in force, all original documents and calculations produced by the CONTRACTOR in performing the services herein set forth shall remain the property of METROPLAN ORLANDO.
13. Effective Date. This contract establishes the effective date of October 1, 2012, for the FTA funded work task items, and July 1, 2012, for the TD funded work task item, and recognizes the effective date of June 8, 2000, for the reapportionment of the Orlando Urban Area Metropolitan Planning Organization as a legal entity under Florida Statutes 339.175 in accordance with Federal Guidelines. No funds, however, shall be expended until a Notice to Proceed is issued by METROPLAN ORLANDO.
14. Term and Termination. The provisions of this Agreement for the FTA funds shall terminate at midnight, September 30, 2013, unless a grant extension is approved by the FTA or FDOT. For the TD funds, this Agreement shall terminate at midnight, June 30, 2013. Either party may terminate this Agreement by providing thirty (30) days written notice to the other party.

IN WITNESS WHEREOF, METROPLAN ORLANDO has caused its name to be subscribed hereunto by its Executive Director, and the CONTRACTOR has caused this contract to be executed in its name by its Chief Executive Officer, being duly authorized to do so.

Witness

Dena E. Tolliver

MetroPlan Orlando

By: Harold W. Barley
Harold W. Barley, Executive Director

Date: 9-21-12

Witness

Central Florida Regional
Transportation Authority

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

Date: _____

Exhibit A - Project Scope & Budget

Central Florida Regional Transportation Authority Participation
 FY 2012/2013 Orlando Urban Area Unified Planning Work Program
 FTA & TD Funded Tasks (FY 2012/2013)

Element	Element Description	Estimated Work/Cash Reimbursement			Total
		FTA X021	FTA X022	TD	
3.4	Transit System Monitoring		\$ 20,000.00		\$ 20,000.00
4.1.3	Impacts of Smart Growth Principles on Travel Behavior	\$ 45,000.00	\$ 20,100.00		\$ 65,100.00
4.2.3	Congestion Management Planning		\$ 62,400.00		\$ 62,400.00
4.4.1	Short-Range TDP Update	\$ 6,930.10	\$ 15,000.00		\$ 21,930.10
4.4.3	Safety in Transportation Planning Process	\$ 14,830.77	\$ 15,000.00		\$ 29,830.77
4.4.4	Section Five Transit Quality Level of Service Assessment		\$ 7,000.00		\$ 7,000.00
4.4.5	Security in Transportation Planning Process	\$ 11,488.91	\$ 15,000.00		\$ 26,488.91
4.5.1	Rule 41 Transportation Disadvantaged Staff Services			\$ 66,246.00	\$ 66,246.00
4.5.2	Specialized Transit Services Planning	\$ 4,915.27	\$ 40,000.00		\$ 44,915.27
4.6.6	Environmental Mgmt Sys Plan	\$ 20,000.00			\$ 20,000.00
TOTALS:		\$ 103,165.05	\$ 194,500.00	\$ 66,246.00	\$ 363,911.05

MetroPlan Orlando/Central Florida Regional Transportation Authority
Fiscal Year 2012/2013 Unified Planning Work Program
Pass-thru Funding Agreement

Exhibit B
Form Letter

July 1, 2012
Third Party Subcontractor
Address
City, State, Zip

Dear Subcontractor:

As a subcontractor providing services to the Designated Official Planning Agency (DOPA), you are entitled to prompt payment for services funded by the Commission for the Transportation Disadvantaged Trust Fund as outlined in the Planning Grant executed between the Commission and the DOPA as follows:

21.20 Payment to Subcontractors: Payment by the Grantee to all subcontractors with approved third party contracts shall be in compliance with Section 287.0585, Florida Statutes. Each third party contract from the Grantee to a subcontractor for goods or services to be performed in whole or in part with Transportation Disadvantaged Trust Fund monies, must contain the following statement:

When a contractor receives from a state agency any payment for contractual services, commodities, supplies or construction contracts, except those construction contracts subject to the provisions of Chapter 339, the contractor shall pay such monies received to each subcontractor and supplier in proportion to the percentage of work completed by each subcontractor and supplier at the time of receipt of the payment. If the contractor receives less than full payment, then the contractor shall be required to disburse only the funds received on a pro rata basis with the contractor, subcontractors, and suppliers, each receiving a prorated portion based on the amount due on the payment. If the contractor, without reasonable cause, fails to make payments required by this section to subcontractors and suppliers within 7 working days after the receipt by the contractor of full or partial payment, the contractor shall pay to the subcontractors and suppliers a penalty in the amount of one-half of 1 percent of the amount due, per day, from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed 15 percent of the outstanding balance due. In addition to other fines or penalties, a person found not in compliance with any provision of this subsection may be ordered by the court to make restitution for attorney's fees and all related costs to the aggrieved party or the Department of Legal Affairs when it provides legal assistance pursuant to this section. The Department of Legal Affairs may provide legal assistance to subcontractors or vendors in proceedings brought against contractors under the provisions of this section.

If you feel that the Designated Official Planning Agency is not fulfilling the obligations as outlined in the above paragraph, you can seek assistance through the Commission for the Transportation Disadvantaged Vendor Ombudsman Helpline toll-free at 1-877-693-5236 or 1-850-413-5516.

Sincerely,

Johnny L. Planner
Super Florida Planning Agency
Designated Official Planning Agency

Cc: Executive Director
Florida Commission for the Transportation Disadvantaged

EXHIBIT 1

STATE AGENCY: Florida Commission for the Transportation Disadvantaged

CSFA #: 55.002

TITLE: Florida Commission for the Transportation Disadvantaged Planning Grant Pass-Through Funds

AMOUNT: \$66,246.00

COMPLIANCE REQUIREMENTS:

Allowed Activities: The TD Planning Grant is to provide financial assistance to accomplish the duties and responsibilities of the Official Planning Agency (MPO) as set forth in Chapter 427, Florida Statutes, Rule 41-2, Florida Administrative Code, Commission policies, and the Application and Policy Manual for Transportation Disadvantaged Planning Related Services as revised on February 10, 2006; and as further described in this Agreement and in Exhibit A attached hereto and by this reference made a part thereof.

The TD grant pass-through funds are intended to fund the preparation of the Annual Operating Report, the updating of the Memorandum(s) of Agreement, the preparation of the Transportation Disadvantaged Service Plan, and the application for the Trip Equipment Grant from the FCTD, as enumerated in UPWP Task Number 4.5.1.

Allowable Cost: See above and Exhibit "A" attached hereto.

Cash Management: N/A

Eligibility:

Applicant eligibility: Planning Grant Funds, derived exclusively from the Transportation Disadvantaged Trust Fund, may only be used by the Commission and the Grantee to undertake planning activities.

Beneficiary eligibility:

The recipient of the pass-through funds, the Central Florida Regional Transportation Authority (LYNX), is eligible for such State funding by virtue of being the metropolitan planning organization's appointed Community Transportation Coordinator. Powers and duties of the CTC are established in Chapter 427, F.S. and Rule 41-02. Task 4.5.1 of the UPWP defines allowed tasks such as:

- Preparation of the Transportation Disadvantaged element of the area's TIP
- Development and annual update of the Transportation Disadvantaged Service Plan
- Annual performance evaluation of the CTC by the Coordinating Board
- Maintaining of LCB grievance procedures, bylaws and other tasks required by Chapter 427, F.S.

Matching: There is no matching requirement under this grant.

EXHIBIT D

Federal resources awarded to the Recipient pursuant to this Agreement consist of the following:

FEDERAL AGENCY: Federal Transit Administration, Department of Transportation

AUTHORIZATION: 49 U.S.C. 5303

CFDA #: 20.505 Federal Transit Metropolitan Planning Grants

COMPLIANCE REQUIREMENTS:

Allowed Activities: The FTA Federal Transit Metropolitan Planning Grant provides financial assistance to accomplish the duties and responsibilities of the Official Planning Agency (MPO,) as set forth in Chapter 427, Florida Statutes.

The FTA grant pass-through funds are intended to fund work performed on a number of UPWP tasks

Allowable Cost: \$103,165.05 from FTA FL-80-X21 and \$194,500.00 from FTA FL-80-X22 and Exhibit "A" attached hereto.

Cash Management: N/A

Eligibility:

Applicant eligibility: FTA Metropolitan Planning Grant Funds are administered and disbursed to metropolitan planning organizations under the current SAFETEA-LU Federal legislation.

Beneficiary eligibility:

The recipient of the pass-through funds, the Central Florida Regional Transportation Authority (LYNX), is eligible for such Federal funds by virtue of being the region's transportation authority, the Community Transportation Coordinator, and having access to data and manpower to complete a number of tasks in the UPWP, as follows:

1. Collect data regarding bus route passengers carried, operating costs, travel time, vehicle miles, and headways by hour of the day, as well as additional criteria established by FTA.
2. Update the 5-yr. Short-Range Transit Development Plan to accurately reflect existing and future conditions;
3. Promote safety and security in the transportation planning process;
4. Update evaluation of data collection and measurement in the TRB Transit Capacity and Quality of Service Manual and the FDOT Florida MPO Transit Quality of Service Evaluation Guide.
5. Review and update the Continuity of Operations Plan (COOP).
6. Comply with the requirements of the Americans with Disabilities Act of 1990 to provide paratransit services to individuals who cannot access the fixed route system as well as look at employment, facilities and communications needs.
7. Plan updates, training and recertification, community outreach and marketing in connection with specialized transit services planning.
8. perform functions necessary for the achievement of an integrated, efficient and well-balanced public transportation system, and to take all steps and actions necessary or convenient for the conduct of its business

Matching: METROPLAN ORLANDO will provide the 10% Local match for all UPWP work tasks performed by the beneficiary under this contract.

Consent Agenda Item #7.D. viii

To: LYNX Board of Directors

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

Phone: 407.841.2279 ext: 6100

Item Name: Miscellaneous
Authorization to Adopt the FY2013 Service Funding Agreements Final Amounts

Date: 11/8/2012

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 agreements for Orange and Osceola Counties will be updated with the revised amounts.

	<u>Original</u>	<u>Revision</u>	<u>Final</u>
Orange County	\$32,893,056	\$ 690,000	\$33,583,056
Seminole County	\$ 4,083,948	\$ 0	\$ 4,083,948
Osceola County	\$ 4,279,194	\$ 275,630	\$ 4,554,824
Lake County	\$ 239,110	\$ 0	\$ 239,110
City of Orlando	\$ 3,482,292	\$ 137,239	\$ 3,619,531
City of Altamonte Springs	\$ 120,900	\$ 0	\$ 120,900
City of Sanford	\$ 93,000	\$ 0	\$ 93,000
City of St. Cloud	\$ 161,999	\$ 0	\$ 161,999

LYNX staff negotiated funding changes through an amendment to the addendum. Funding in the amount of \$690,000 has been added for Link 111 to the Orange County agreement. Funding in the amounts of \$192,430 for the Medical City/OIA link and \$83,200 for the Intercession City NeighborLink has been added to the Osceola County agreement. Funding in the amount of \$137,239 for the Medical City Express Service has been added to the City of Orlando. This final approval will allow the Chief Executive Officer or designee to enter into those funding agreements without further Board approval and to amend the FY2013 Adopted Operating Budget, accordingly.

Consent Agenda Item #7.D. ix

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 Approve and Execute the Construction Agreement with PCL for the East/West LYMMO Expansion Project

Date: 11/8/2012

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer or designee to approve and execute the construction agreement in a not to exceed amount of \$5,757,051 between LYNX and PCL Construction Services, Inc., for the East/West LYMMO Expansion Project.

BACKGROUND:

The Board approved at the September 27th meeting for staff to negotiate the construction phase agreement with PCL. PCL has completed their design work and has submitted their construction documents to LYNX and City staff for final review and approval. In order to keep the design build project moving forward, LYNX and PCL has negotiated a Guaranteed Maximum Price (GMP) for the construction phase of the project. The negotiated price is a not to exceed GMP of \$5,757,051. This project will add 3.7 miles of BRT to the existing LYMMO system. The project includes the purchase of 4 Hybrid Electric Diesel buses which have already been ordered. Construction is due to start on November 30th, 2012 with the target date of October 2013 for service to begin.

PCL's Construction Budget is as follows:

PCL Construction Services Budget		
Construction Costs		\$ 5,482,251
PCL Contingency	0.05	\$ 274,800
Guaranteed Maximum Price for Construction		\$ 5,757,051

Service will operate 16 hours on weekdays and provide post event circulation for Amway Center and Performing Arts Center events. It is also envisioned that the East/West LYMMO Expansion project will also not charge a fare. Finally, this expansion of LYMMO service will reduce automobile trips, support commuter rail and reduce greenhouse gas emissions within the downtown core with the use of branded 35' low floor hybrid buses. The expansion of LYMMO will further increase mobility to the many residents that are moving to the urban core to live, work and play.

FISCAL IMPACT:

LYNX staff included \$5,982,507 in the FY2013 Adopted Capital Budget for the East/West LYMMO expansion project.



Date **October 23, 2012**
Time **11:52:11 AM**
BE Number **BE120057**
Opportunity No
Owner File No
Estimator **Aaron Smith, Jeremy Waters**

PCL Construction Services, Inc.
Orlando Special Projects Office
GENERAL ESTIMATE BUDGET COMPARISON

Project **Lynx East-West Bus Rapid Transit**
Location **Orlando, FL, USA**

Bid Closing **June 22, 2012**
2:00 PM EDT



PCL Construction Services, Inc.

Orlando Special Projects Office

Estimate Comparison Summary

BE Number BE120057
 Opportunity No
 Owner File No
 Project **Lynx East-West Bus Rapid Transit**
 Location Orlando, FL, USA

Summary Page 2 of 3
 Oct 23, 2012
 11:52:11 AM
 Aaron Smith, Jeremy Waters

Description	30% Budget				60% Budget				Difference in Total Cost	Comments
	Quantity	UoM	Unit Cost	Total Cost	Quantity	UoM	Unit Cost	Total Cost		
DIRECT COSTS										
GENERAL REQUIREMENTS	1.00	LS	---	438,373	0.00					
MOBILIZATION AND MOT	1.00	LS	---	661,513	1.00	LS	---	303,013	-135,360	
ROADWAY	1.00	LS	---	599,025	1.00	LS	---	821,513	160,000	
SIGNING & PAVEMENT	1.00	LS	---	115,817	1.00	LS	---	501,500	-97,525	
SIGNALIZATION	1.00	LS	---	1,259,119	1.00	LS	---	38,229	-77,588	
ITS			---		1.00	LS	---	973,622	-285,498	
SHELTER	1.00	LS	---	441,938	1.00	LS	---	180,633	180,633	
HARDSCAPE / LANDSCAPE	1.00	LS	---	146,888	1.00	LS	---	521,488	79,550	
ADDITIONAL WORK / ALLOWANCES			---		1.00	LS	---	66,318	-80,571	
								577,448	577,448	
DIRECT COSTS	1.00	LS	---	3,662,673	0.00		---	3,983,763	321,090	
GENERAL EXPENSE COSTS										
PROJECT STAFF	1.00	LS	---	639,922	1.00	LS	---	0.00	0	
CONSTRUCTION EQUIPMENT	1.00	LS	---	120,300	1.00	LS	---	639,922	0	
TEMPORARY FACILITIES	1.00	LS	---	190,534	1.00	LS	---	120,300	0	
								161,676	-28,858	
GENERAL EXPENSE COSTS	1.00	LS	---	950,756	0.00		---	921,898	-28,858	
TOTAL COST				4,613,430				4,905,662	292,232	
FEE										
Escalation	1.00	LS	---	92,269	0.00		---			
Contingency			---	461,343			---	98,113	5,845	
FEE			---	230,671			---	245,283	-216,060	
								245,283	14,612	
FEE	1.00	LS	---	784,283	0.00		---	588,679	-195,604	
TOTAL BID				5,397,713				5,494,341	96,629	
SCOPES OF WORK (NO FEE)										
DESIGN / PRECON	1.00	LS	---	997,500	1.00	LS	---	0.00	81,709	
REIMBURSABLES	1.00	LS	---		1.00	LS	---	1,079,209	0	

B04 rdSLsbudcomp04
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PCL Construction Services, Inc.

Orlando Special Projects Office

Estimate Comparison Summary

BE Number BE120057
 Opportunity No
 Owner File No
 Project **Lynx East-West Bus Rapid Transit**
 Location Orlando, FL, USA

Summary Page 3 of 3
 Oct 23, 2012
 11:52:11 AM
 Aaron Smith, Jeremy Waters

Description	30% Budget				60% Budget				Difference in	Comments
	Quantity	UoM	Unit Cost	Total Cost	Quantity	UoM	Unit Cost	Total Cost	Total Cost	
PAYMENT PERFORMANCE BOND	1.00	LS	---	104,731	1.00	LS	---	109,967	5,236	
INSURANCES / PERMITS	1.00	LS	---	150,056	1.00	LS	---	152,743	2,686	
OWNER PURCHASE PROGRAM	1.00	LS	---		1.00	LS	---	0	0	
SCOPES OF WORK (NO FEE)	1.00	LS	---	1,252,287	0.00		---	1,341,918	89,631	
TOTAL BID (including extras)				6,650,000				6,836,260	186,260	

Action Agenda Item #8.A

To: LYNX Board of Directors

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

Presented By: Edward Johnson and Marc Reicher

Phone: 407.841.2279 ext: 6058

Item Name: Authorization to Enter into a Joint Use Agreement with Rida Development Corporation for the Construction of a Public Accessway Along the 60' strip of Land Adjacent to the East Side of the Sunrail Corridor Linking a Transit Facility to a Transit-Oriented Development (TOD)

Date: 11/8/2012

ACTION REQUESTED

Staff is seeking the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to negotiate and execute an agreement with 400 North Orange Ave, LLC (Rida Development Corporation) for the parcel of land east of the LYNX Central Station.

BACKGROUND

Former and current property owners have been in discussion with LYNX for several years about the use of this 35,940 square feet parcel of land that is currently being used as an administrative parking lot supporting the LCS will be incorporated into the design and construction of the proposed multiuse development for the Rida Development Corporation (RIDA). Since the approval of SunRail, RIDA has secured authorization from the City of Orlando to complete its final design for this new development that is proposed to be completed in 2014.

The development will occupy an entire city block along Orange Avenue bounded by Garland Avenue and Livingston Street and will sit directly alongside the region's most active transit hub and will include the existing LYNX Central Station (LCS) in the site design. In addition to the connectivity to public transportation, the development will include a mix of residential, retail, office, hotel and meeting space, and will also incorporate several public spaces, including green space and a pedestrian breezeway for easy access for SunRail and LYNX riders to Orange Avenue and the Orange County Courthouse.

LYNX Board Agenda

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

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

LYNX and its funding partners reserve the right to construct along the area a proposed overhead rail line for a future intercity rail system with other associated utilities to support the proposed public facility. Additionally, LYNX or other local jurisdictions may want to secure the land for other public transportation purposes. Rida Development would be required, at its own expense, to relocate any utilities that it may have constructed along the property that may interfere with the new public facility construction.

At the March 22, 2012 Board of Directors' meeting, the LYNX Board of Directors authorized the Chief Executive Officer (CEO) to enter into an agreement to meet the above referenced objectives. That instrument in effect granted an easement along that particular parcel of land. Since then LYNX legal counsel and counsel for RIDA determined there would be a better instrument to solidify the relationship. Therefore, staff is returning to the Board to review and approve of the new instrument to enter into this partnership for the development of this public access.

Attached is the newly drafted agreement which legal counsel for LYNX is finalizing with the property owners' legal representative.

FISCAL IMPACT

There is not fiscal impact for LYNX on this project. The Rida Development Corporation shall at its own expense build out the area to accommodate the public access and construction of any utilities necessary for the project.

Action Agenda Item #8.B

To: LYNX Board of Directors

From: Rudolph Walter
DIRECTOR OF PLANNING
Gerald Bryan
(Technical Contact)
Desna Hunte
(Technical Contact)

Phone: 407.841.2279 ext: 6009

Item Name: Authorization to Implement the December 16, 2012 Proposed Service Changes

Date: 11/8/2012

ACTION REQUESTED:

Staff is requesting the Board of Directors authorization for the Chief Executive Officer (CEO) or designee to implement service changes effective December 16, 2012.

BACKGROUND:

PUBLIC PARTICIPATION PROCESS

Public Workshops

On September 9, 2012 staff received authorization from the Board of Directors' to initiate the Public Participation Process for consideration of proposed service changes for December 16, 2012. A total of five public workshops were held between October 1, 2012 and October 3, 2012. Customers and staff were able to obtain input on the service changes and the service reduction of the Link 111 and Link 319 through the following public workshop locations:

Monday, October 1, 2012	Orlando International Airport, Orlando
Tuesday, October 2, 2012	Florida Mall SuperStop, Orlando
Wednesday, October 3, 2012	Destination Parkway SuperStop, Orange County
	Washington Shores SuperStop, Orlando
	LYNX Central Station, Terminal Bay "Q" Orlando

Public Workshops	Breakdown of Comments Received					
	Individuals Attending	Comments Received	For	Against	Neutral	Other
Orlando International Airport 10/1/12	7 +					
Florida Mall SuperStop 10/2/12	20 +	7		1	4	2
Destination Parkway SuperStop 10/3/12	5	1			1	
Washington Shores SuperStop 10/3/12	15 +	3		2	1	
LYNX Central Station, Bay "Q" 10/3/12	30 +	1		1		
Total	77+	12	0	4	6	2

Public Hearing

LYNX held one public hearing Thursday, October 4, 2012, at LYNX Central Station, 2nd Floor Open Space regarding the service reduction on Link 111 and Link 319.

The public hearing comment period on the proposed service changes and service reductions ran from September 17, 2012 through close of business on October 25, 2012. Public notices for the workshops and public hearing were published in the Orlando Sentinel for Orange, Seminole and Osceola Counties and El Sentinel. Notices were also placed on LYNX buses, at LYNX Central Station terminal lobby, LYNX Central Station reception lobby and in bus bays via a banner. Staff notified key businesses and housing areas along the routes/corridors via mail-outs.

The general public was invited to comment on the proposed service changes at the public workshops and at the public hearing in front of the general public, privately to a court reporter who was in attendance at the hearing, via the LYNX website, or by calling (407) 254-6150 to a voice mailbox system in both English and Spanish.

Staff compiled all responses from all sources during the Public Participation Process and the following are the findings:

Public Hearing	Attendees	Comment Cards Received –Service Changes Dec 2012	Comment Cards/Received Other			
			For	Against	Neutral	Other
LYNX Central Station 10/4/12	5	1	0			
			0	1	2	0

In addition LYNX received comments from the telephone comment line, from GoLynx.com, and our Twitter and Facebook Social Media Pages.

Social Media Page Comments			LYNX' Hotline Comments			GoLynx.com		
For	Against	Neutral	For	Against	Neutral	For	Against	Neutral
0	4	7	0	1	0	0	8	3

Of the 38 comments LYNX has received regarding the Link 111 and Link 319 service reductions, 18 (47.3%) were against one or more of the proposed changes, 18 (47.3%) were neutral and 2 (5.4%) were unrelated.

PROPOSED SERVICE CHANGES

Following is a list of the service changes proposed for December 16, 2012:

Link	Proposal	Reason for Change
10	Adjust 606a arrival at Osceola Square Mall to 555a M-Sat	To connect with 600am Link 56
17	Move Time Point #2 from Princeton to Silver Star	Shows connection to Link 125
26	Remove Time Point #2 (Osceola HS)	Not necessary, no place to layover @ OHS
38	Serve Sea World	Will assist capacity issues with Link 50
50	Add one morning inbound trip leaving Disney at 5:30a	Passenger request from Public Hearing
55	Remove Time Point #5 (Publix @ Summer Bay)	Not needed. Close to EOL
57	Add one bus to route	Running time issues
105	Add 5 minutes running time from West Oaks Mall to Hiawassee inbound	Running time issues
105	Add stops at OBT/Amelia	Facilitate transfers to Link 4
105	Arrive/depart LCS at the same time the 104 does	To facilitate transfers between Links 104 & 105 @ LYNX Central Station
111	Reduce frequency to 60 minutes, terminate at Central Florida Pkwy & Westwood	Funding reduction
319	Reduce frequency from 20 to 30 minutes	Reallocate resources to Links 57 & 443
443	Add one bus to route	Running time issues
416 (New)	Poinciana to Haines City	Polk contracted service
427 (New)	US 27 Service	Polk contracted service

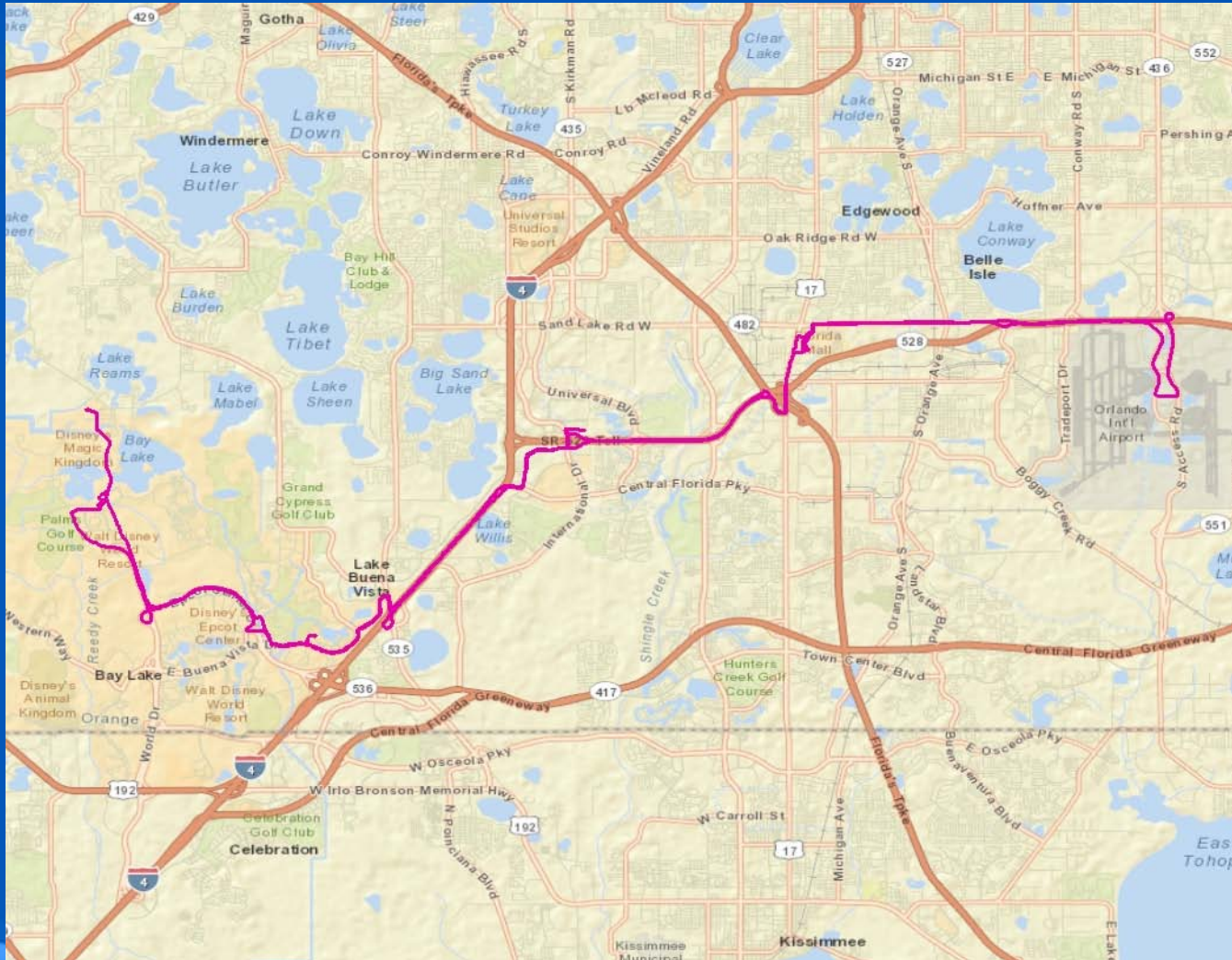
FISCAL IMPACT:

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

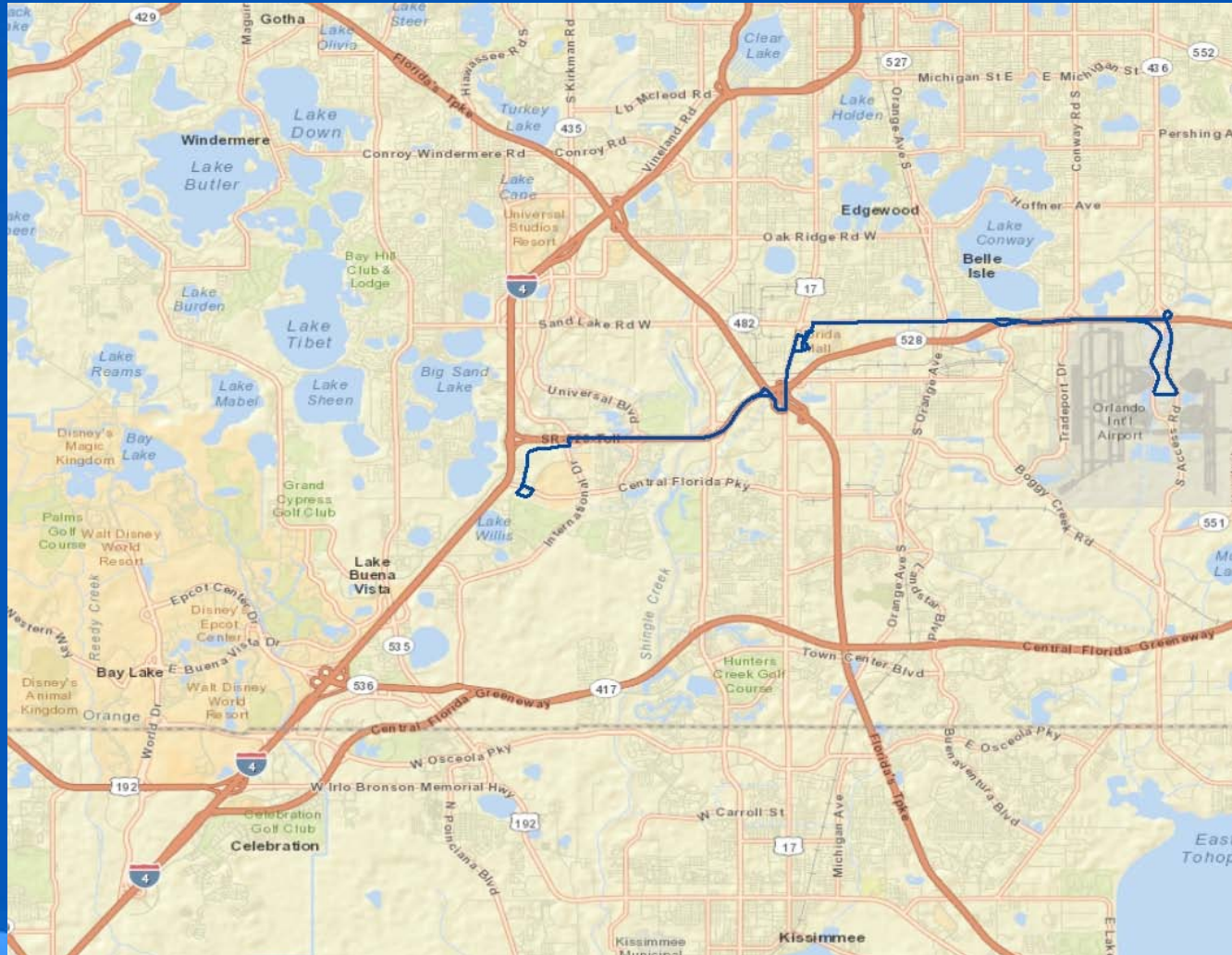
PUBLIC HEARING LINKS 111 and 319

October 4, 2012

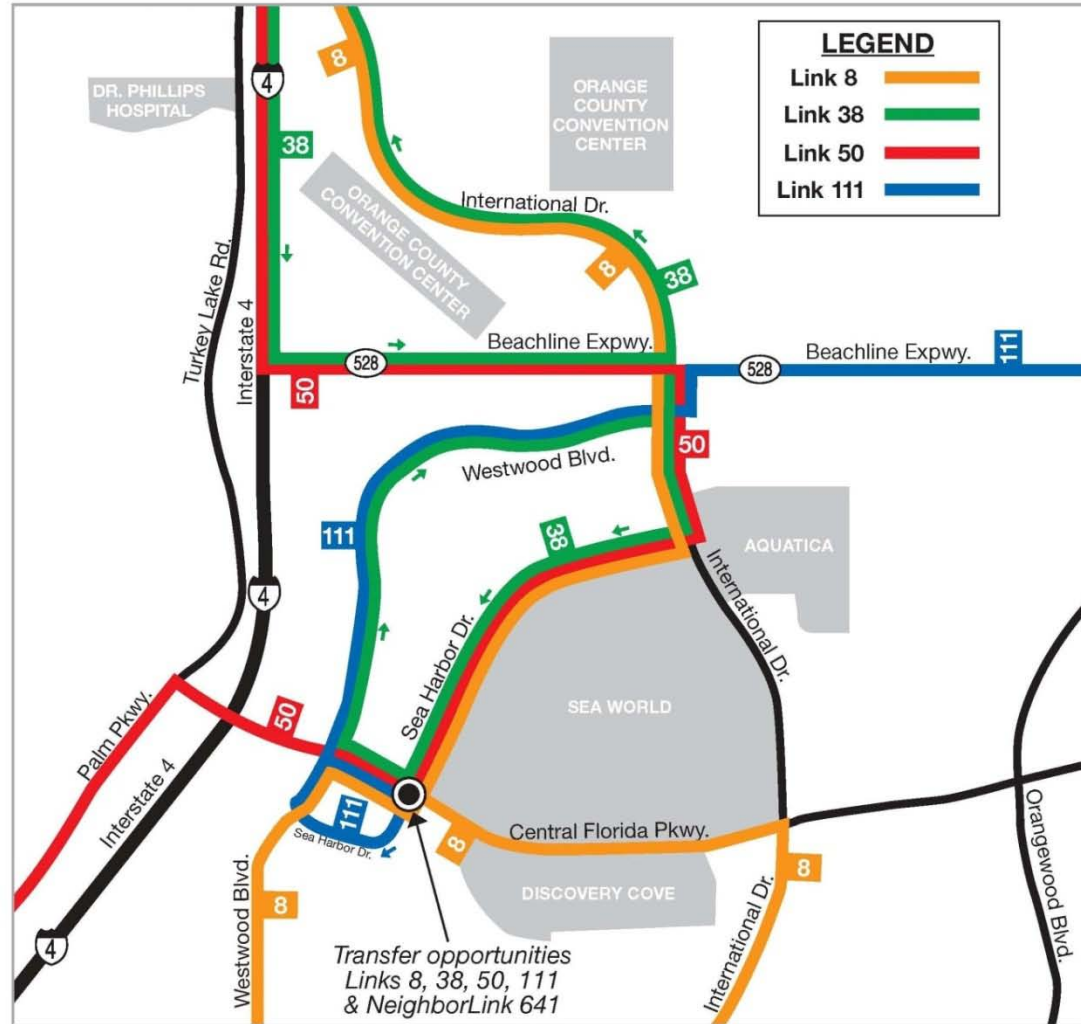
Link 111 Current



Link 111 Proposed



**DEC. 16
PROPOSAL
LINK 111
TRANSFER
OPPORTUNITIES**



**Proposed to run from Orlando International Airport to Sea Harbor Drive and Central Florida Parkway.
Route will no longer serve Walt Disney World Resort. Service will operate every 60 minutes.**

To Route	From	To	Old Transfer Point	New Route	New Transfer Point	To	To Route	Notes and Special Considerations
8	Int'l Dr. and Destination Pkwy	Int'l Dr and Oakridge Rd	Destination Pkwy	-	Sea Harbor Dr and Central Florida Pkwy	-	-	-
8	Int'l Dr. and Destination Pkwy	Int'l Dr and Vineland Rd	Destination Pkwy	-	Sea Harbor Dr and Central Florida Pkwy	-	-	-
42	Int'l Dr. and Destination Pkwy	Int'l Dr and Oakridge Rd	Destination Pkwy	8	-	-	-	-
42	Int'l Dr and Oakridge Rd	Florida Mall	Destination Pkwy	-	Florida Mall	-	-	-
58	Int'l Dr. and Destination Pkwy	Rosen Shingle Creek Resort	Destination Pkwy	8	Sea Harbor Dr and Central Florida Pkwy	Peabody Hotel	58	-
111	Destination Pkwy	Ticket and Transportation Center	N/A	50	Sea Harbor Dr and Central Florida Pkwy	-	-	-
111	Ticket and Transportation Center	Disney University	N/A	50	Sea Harbor Dr and Central Florida Pkwy	Ticket and Transportation Center	56	-
641	Destination Pkwy	Williamsburg	Destination Pkwy	-	Sea Harbor Dr and Central Florida Pkwy	-	-	must now call for pick up

Link 111

- Service Every 60 Minutes
Seven Days a Week

Link 319

- Service Every 30 Minutes Monday through Saturday, No changes to Sunday Service

Michael Knispel - Carol Alfonso posted on Central Florida Regional Transportation Authority(LYNX)'s Wall

From: "Facebook" <notification+i35mm5dm@facebookmail.com>
To: <mfriedman@golynx.com>
Date: 9/13/2012 8:15 PM
Subject: Carol Alfonso posted on Central Florida Regional Transportation Authority(LYNX)'s Wall

facebook

**Carol Alfonso posted on Central Florida Regional Transportation Authority (LYNX)'s Wall**

"Hey LYNX, why the sudden NEED to eliminate the 111's portion of Walt Disney World Resorts? Lack of funding? Has Disney told they don't want the buses coming from Orlando International Airport, because they have the Disney buses that are run by the MEARS Taxi company? Bus 111 has a very high ridership among your routes and I simply find it very unusual of your part, to take the risk of loosing ridership and revenues from this route's reduction. Besides, there are TOURIST that are taking the 111 to get from OIA to Downtown Disney, without the need to pay over \$50 dollars that Mears Taxi charges for the trip. You need to think this seriously."

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Facebook, Inc. Attention: Department 415 P.O Box 10005 Palo Alto CA 94303

Michael Knispel - Carol Alfonso commented on Central Florida Regional Transportation Authority (LYNX)'s link

From: "Facebook" <update+i35mm5dm@facebookmail.com>
To: <mfriedman@golynx.com>
Date: 9/13/2012 8:04 PM
Subject: Carol Alfonso commented on Central Florida Regional Transportation Authority(LYNX)'s link

facebook

Hi,

Carol Alfonso commented on Central Florida Regional Transportation Authority (LYNX)'s link.

[See Comment](#)

Carol wrote: "Why is the sudden elimination of 111's portion of Downtown Disney and WDW's ticket center? Is it lack of funding from the county or is that Disney has no interest in having LYNX running around their property? Besides, Bus 111 has lot of ridership, from people that works in the OIA to Disney corridor. That would make people that lives in the south Orlando area, to pay for other ways of transportation, or even leave their jobs because they can't get to their destinations along the 535 and Downtown Disney areas as well. Unless, you want to merge that portion with route 50 from Downtown Orlando, but still an inconvenient to make that move."

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Michael Knispel - Melissa McLaughlin commented on Central Florida Regional Transportation Authority(LYNX)'s link

From: "Facebook" <update+i35mm5dm@facebookmail.com>
To: <mfriedman@golynx.com>
Date: 9/13/2012 7:54 PM
Subject: Melissa McLaughlin commented on Central Florida Regional Transportation Authority(LYNX)'s link

facebook

Hi,

Melissa McLaughlin commented on Central Florida Regional Transportation Authority(LYNX)'s link.

[See Comment](#)

Melissa wrote: "it will also take me longer to get home."

[Go to comments](#)

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Michael Knispel - Melissa McLaughlin commented on Central Florida Regional Transportation Authority(LYNX)'s link

From: "Facebook" <update+i35mm5dm@facebookmail.com>
To: <mfriedman@golynx.com>
Date: 9/13/2012 7:53 PM
Subject: Melissa McLaughlin commented on Central Florida Regional Transportation Authority(LYNX)'s link

facebook

Hi,

Melissa McLaughlin commented on Central Florida Regional Transportation Authority(LYNX)'s link.

Melissa wrote: "great now i will have to leave 4 hours early for work you guys suck."

[Go to comments](#)

[See Comment](#)

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Michael Knispel - Melissa McLaughlin commented on Central Florida Regional Transportation Authority(LYNX)'s Wall post

From: "Facebook" <update+i35mm5dm@facebookmail.com>
To: <mfriedman@golynx.com>
Date: 9/14/2012 12:22 PM
Subject: Melissa McLaughlin commented on Central Florida Regional Transportation Authority(LYNX)'s Wall post

facebook

Hi,

Melissa McLaughlin commented on Central Florida Regional Transportation Authority(LYNX)'s Wall post.

[See Comment](#)

Melissa wrote: "Since there is going to be a workshop about this I doubt it's due to Disney or Mears for that matter. Although it probably won't cost anyone a job it will make it a royal pain in the butt to get to and from work forcing people to rearrange their schedule tho leave earlier. "

[Go to comments](#)

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Michael Knispel - Fwd: James Armstrong posted on Central Florida Regional Transportation Authority(LYNX)'s timeline

From: Matthew Friedman
To: Bryan, Jerry; Knispel, Michael
Date: 9/27/2012 8:16 AM
Subject: Fwd: James Armstrong posted on Central Florida Regional Transportation Authority(LYNX)'s timeline

>>> "Facebook" <notification+i35mm5dm@facebookmail.com> 9/27/2012 8:11 AM >>>

facebook



James Armstrong posted on Central Florida Regional Transportation Authority(LYNX)'s timeline

"Getting rid of 111's service to Disney? That bus is filled to the brim every day I ride it, I can't imagine what would prompt you to get rid of service to Orlando's top tourist destination, but I assure you it would be a mistake. I suggest your board of directors actually ride this route a few days fir a week, and see how busy it is, not only amongst tourists, but with Cast Members, too"

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Michael Knispel - Luis Bruno commented on Central Florida Regional Transportation Authority (LYNX)'s photo

From: "Facebook" <update+i35mm5dm@facebookmail.com>
To: <mfriedman@golynx.com>
Date: 10/2/2012 3:15 AM
Subject: Luis Bruno commented on Central Florida Regional Transportation Authority(LYNX)'s photo

facebook

Hi,

Luis Bruno commented on Central Florida Regional Transportation Authority (LYNX)'s photo.

[See Comment](#)

Luis wrote: "my opinion as lynx ryder, not to eliminate lynx 111 from Disney i use this route to go to work, this route was the best route when you live in east orlando and work in disney area, if that happens lot of rider will be force to go to downtown and be force to ride lynx 50 and make it more difficult for riders living in east orlando"

[Go to comments](#)

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Michael Knispel - Carol Alfonso posted on Central Florida Regional Transportation Authority(LYNX)'s timeline

From: "Facebook" <notification+i35mm5dm@facebookmail.com>
To: <mfriedman@golynx.com>
Date: 10/4/2012 10:47 PM
Subject: Carol Alfonso posted on Central Florida Regional Transportation Authority(LYNX)'s timeline

facebook

**Carol Alfonso posted on Central Florida Regional Transportation Authority (LYNX)'s timeline**

"Here is something that I stumbled upon! According to the Orlando Sentinel, the reason why bus route #111 is discontinuing services to Walt Disney World Resorts, is because Disney has stated, they will NOT continue funding the LYNX buses in the Disney property. Which means, not only #111 is the problem! Eventually other Disney bound routes like #50 and #56 could also be affected as well. Although LYNX attempted in good faith to secure funding with the State of Florida, the fact was that Governor Rick Scott VETOED the funding proposal, therefore the LYNX decision to cut the route #111. We need to continue mounting pressure on LYNX and the State of Florida, to find a solution to this matter."

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Michael Knispel - Amira Adebola Labinjo commented on Central Florida Regional Transportation Authority(LYNX)'s Wall post

From: "Facebook" <update+i35mm5dm@facebookmail.com>
To: <mfriedman@golynx.com>
Date: 10/7/2012 11:44 PM
Subject: Amira Adebola Labinjo commented on Central Florida Regional Transportation Authority(LYNX)'s Wall post

facebook

Hi,

Amira Adebola Labinjo commented on Central Florida Regional Transportation Authority(LYNX)'s Wall post.

[See Comment](#)

Amira wrote: "Seriously! I hope they reconsider this proposal.. It doesn't make any sense whatsoever. If they get rid of the 111 and force for us to transfer to other buses that go to the Disney resorts, these buses WILL become over crowded. The 50 is already crowded and the 111 is always crowded. I don't get why they're even considering this proposal. It's ridiculous."

[Go to comments](#)

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Michael Knispel - Fwd: Nigel Spetch commented on Central Florida Regional Transportation Authority(LYNX)'s photo

From: Matthew Friedman
To: Knispel, Michael
Date: 10/15/2012 8:53 AM
Subject: Fwd: Nigel Spetch commented on Central Florida Regional Transportation Authority(LYNX)'s photo

>>> "Facebook" <update+i35mm5dm@facebookmail.com> 10/12/2012 2:08 PM >>>

facebook

Hi,

Nigel Spetch commented on Central Florida Regional Transportation Authority (LYNX)'s photo.

[See Comment](#)

Nigel wrote: "I cannot, for the life of me, understand why the Superstop at Destination Parkway is being avoided with this change. Surely, the ideal place to transfer isn't a sandy, unpaved, roadside stop around a corner, but at a purpose-built interchange. Why else does that Superstop exist? You should surely be looking to make BETTER use of it.

If you must cut back on route 111, then cut it to Destination Parkway and change the others - 8 and 50 - to meet it there. A properly co-ordinated and thought out service pattern. Use 50 for Sea Harbord Drive and onwards to Disney; use 8 (revised) for Westwood Blvd and Premium Outlet."

[Go to comments](#)

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Michael Knispel - Fwd: Fatima Ramos commented on Central Florida Regional Transportation Authority(LYNX)'s photo

From: Matthew Friedman
To: Knispel, Michael
Date: 10/15/2012 9:47 AM
Subject: Fwd: Fatima Ramos commented on Central Florida Regional Transportation Authority(LYNX)'s photo

>>> "Facebook" <update+i35mm5dm@facebookmail.com> 10/13/2012 11:30 PM >>>

facebook

Hi,

Fatima Ramos commented on Central Florida Regional Transportation Authority (LYNX)'s photo.

[See Comment](#)

Fatima wrote: "I WORK IN DISNEY...AND I USE THIS ROUTE(111) TO GO TO WORK...ME AND ANOTHER PEOPLE...WHY, NOW CHANGES???"

[Go to comments](#)

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Michael Knispel - Fwd: Bus 111 changes

From: Customer Service INQUIRY
To: Bryan, Jerry; Knispel, Michael
Date: 9/26/2012 8:58 AM
Subject: Fwd: Bus 111 changes

Mike and Jerry,
Wh do you want me to send the Public Comments to?

>>> ethan jordan <ethanfam@yahoo.com> 9/24/2012 4:08 PM >>>
Dear Board of Directors, 9-24-12

My name is Ethan and I work for the Walt Disney World Resort at Magic Kingdom Autoplaza going on 2yrs. Last year around the spring of 2011 I started riding the 111 to and from work. The nice thing about catching the 111 is not having to transfer buses and I am just a few steps to the stop. When riding the bus 9-23-12 Sunday a passenger who works for Disney told me the changes occurring on 111 effective December 16, 2012. So I went online glynx.com and saw where there would be workshops on changing routes for 111 Oct.1-3, 2012. I rely on the bus Fri.-Tue. to get me to and from work cause I don't have to deal with traffic, finding a place to park, and not spend money on gas. There are alot of people on my street Westwood Blvd/Destination Parkway who live on my complex Mckinley Monterey Lake apartment homes who work for Disney. Starting first thing in the morning 5:38am there is a good number of people who use 111 to transfer at Downtown Disney Westside who have no other transporation to work. On my days off I would sometimes ride 111 to go play at the parks cause once you stop at the Transporation Ticket center you can ride the Disney buses to and from the park. Also you have the tourists on International Drive/Destination Parkway who use 111 to go to Disney and especially coming back from Downtown Disney during the weekends. If any changes need to be done it should be on making sure busdrivers stick to the bus schedule within reason and when ending at WestClock Magic Kindom casting waiting till employees get off to catch the bus. Another bus that should be changed is the 50 which starts Downtown Orlando thru Sea World Harbor Drive/Central Florida Parkway it wastes 1hr7mins of driving time just to get to Disney. 111 serves the tourist areas that are popular Orlando International Airport, Florida Mall, and Disney. My family which visits during the holidays uses the 111 from the airport and to visit the Florida Mall to save on wasting gas. I am glad that I use the 111 for work and play because I have peace of mind to relax and leave the driving to someone else.

Sincerely,

Ethan (407) 413-0440 cellphone

Michael Knispel - Fwd: Proposed changes to Link 111

From: Customer Service INQUIRY
To: Knispel, Michael
Date: 9/26/2012 11:20 AM
Subject: Fwd: Proposed changes to Link 111

>>> Charles Farides <chuckster2020@gmail.com> 9/26/2012 9:50 AM >>>

Dear Sir or Ma'am,

In regards to the proposed changes to Link 111, honestly this sounds like a rather bad idea. Though I personally do not use it on a consistent basis, when I have it has been a useful route for me and the people I work with daily, those persons being guests I assist with my role, and my fellow Disney cast members. The Link 50 is already nearing a critical capacity with passenger service to Seaworld and Walt Disney World from the Lynx Central Station (LCS), and from Walt Disney World stops and Lake Buena Vista area to LCS. Daily Link 50 is at or near capacity before completing half of its stops along Palm Parkway. Adding more passengers to an already crowded bus is bordering on dangerous. Aside from the additional passengers added this modification of service will affect those passengers already relying on the Link 111 to get them to and from work beyond the proposed termination point. In the past I have sent ideas to Lynx in regards to service along the I-Drive corridor to the Walt Disney World stops, this would alleviate the number of passengers on Link 50. The proposed changes will need the Link 50 to be a larger bus like the Flex Bus or adjusted service to every 15 minutes if this change is made permanent. I am sure once the SunRail is completed service along this corridor will be adjusted, until said time a reduction of service at a time of growth and need is seriously short sighted.

Signed,

Charles J Farides

Michael Knispel - Customer Service Form: Public Comment

From: <samscor2000@yahoo.fr>
To: <mknispel@golynx.com>
Date: 10/15/2012 6:26 PM
Subject: Customer Service Form: Public Comment

How can we help you?

Public Comment*

First Name: **sami ***

Last Name: **belmabkhout ***

Email: **samscor2000@yahoo.fr***

Daytime
Phone: **4072715660**

City: **orlando**

County: **orange**

State: **fl**

Zip: **32836**

Additional
Comments: Hello , I just heard in the news about the 111 bus line cut off . Im a big user of the line , from Disney to Florida mall because of work . i hope 111 will stay as is . if not its going to make my life miserable . Regards Sami *

Michael Knispel - Fwd: Customer Service Form: General Bus Service

From: Customer Service INQUIRY
To: Knispel, Michael
Date: 10/17/2012 8:13 AM
Subject: Fwd: Customer Service Form: General Bus Service

>>> <eternalsnow08@yahoo.com> 10/16/2012 7:56 PM >>>

How can we help you?
General Bus Service*

First Name: **Amy***

Last Name: **Copeland***

Email: **eternalsnow08@yahoo.com***

Daytime
Phone: **4075082461**

City: **Orlando**

County: **Florida**

State: **Florida**

Zip: **32837**

Additional
Comments: I think getting rid of the Disney stop for the 111 is a HUGE mistake. I ride that bus every day to get to SeaWorld. EVERY TIME I get on the bus to get off at Westwood, that first stop has at least 20 or more people getting on. There are MANY people depending on that bus. Plus with those with transfers from out further that have to make a third bus to get to Disney, their pass could expire and that is going to hurt more. It is the fastest way to get Disney. If you continue to cut service, more people will be forced to drive since they can't get where they need to go anymore thanks to you guys being stupid on cutting services.*

Why is the 111 going to be removed from Disney? I use this route frequently when I take vacations whenever I travel from Universal to Disney. Usually that would be my 1st option to take the 42 from I-Drive to Destination Parkway and then transfer to the 111. Now I will have no choice but to take the 8 from I-Drive to SeaWorld and then transfer to the 50. I'm also worried about the tourists that travel from OIA to Disney on a one-seat ride and now it seems like they will have to do transferring. This change to the 111 should not happen. As they say, if it isn't broke, don't fix it. It's perfect the way it is.

Comment
s and

ianjordanchaill
Ian Chaille e@yahoo.com 9E+09 Jacksonville Duval Florida 32225 Questions

your bus service is poor enough as it is. just because you and disney can't work things out as far as the finance problems go, no the everyday people who not only work but also the toursist will also pay the price . so have you thought or do you even care about how people on that side of town are to get to work if the #111 is the only bus that goes that direction? Or if you happen to live passed the convention center and 535 how to you get to the places you need to be. the big bad lynx , is doing nothing but getting worse. the drivers attitudes are getting just as bad. get out from behind the desk and see what we face each day before you make all these fancy changes that look good only on paper. see what the real world has to go through to just to get by

Route
Planning

ls_femsub@ya
lind:shown hoo.com orlando orange fl 32822

Public
Comment

Route 111 is very important to the area any dimunition of service should not even be considered

STacheli@aol.c
Rich Harling om

Although this is a bus I primarily use to get back and forth to work without any hassle, this is a bus many people use on a daily bases. First I'd like to note that you guys have this bus running every thirty minutes for a reason. If you didn't, you wouldn't have had it run this often. Even though it runs every thirty minutes, this bus is often filled with people. There were more than one occasions where I've seen this bus at its full capacity with people standing up from the front all of the way to the back. The summer times this bus is especially busy because of the increase of tourists. If anything were to be changed about this route, I'd say it'd run more often to reduce over crowding, but instead you guys want to eliminate the stops it takes to the Disney resorts? I work for Disney and there are so many times there are people going to Disney or coming all of the way from the airport to Disney. Disney University is a stop that's probably not used as often, and I'll admit that. But these other stops? They are constantly being used by cast members, people who live here, and tourist who want to visit Downtown Disney. To force us to use other modes of transfer is quite ridiculous. It takes me 1 and a half hour to get to work. Eliminating the 111 route, would bring my time to 2 hours, maybe even 3 because we all

Public

Comment

a.labinjo@gmai

Ami Labinjo l.com

Michael Knispel - Customer Service Form: Public Comment

From: <cvaldes1968@yahoo.com>
To: <mknispel@golynx.com>
Date: 10/22/2012 8:50 AM
Subject: Customer Service Form: Public Comment

How can we help you?
Public Comment*

First Name: **Carmen***

Last Name: **Valdes***

Email: **cvaldes1968@yahoo.com***

Daytime
Phone:

City: **Orlando**

County: **Orlando**

State: **Florida**

Zip: **32822**

Additional
Comments: Writing on bus route 111 change, not in favor of the chsnge, I live on the east side of Orlando, I normally ride the 111 to work over @ Lake Buena Vista resort area, as well as other rider that we live on this side of town we take the bus leaving OIA, if this route gets cancel we will be force to find a way to get to Downtown Orlando forcing us to ride bus route 50 which is always crowded in the morning hours with rider living on that side of town & have to ride the dus standing all the way to work, i'm against the route change on bus 111, my voice most likely wont be heard, but trying to save the route that is good for riders living on east Orlando.*

Michael Knispel - Fwd: Customer Service Form: Route Planning

From: Customer Service INQUIRY
To: Knispel, Michael
Date: 10/24/2012 11:12 AM
Subject: Fwd: Customer Service Form: Route Planning

>>> <cburke0096@gmail.com> 10/23/2012 11:12 AM >>>

How can we help you?

Route Planning*

First Name: **Chris***

Last Name: **Burke***

Email: **cburke0096@gmail.com***

Daytime

Phone:

City: **Maitland**

County: **Seminole**

State: **FL**

Zip: **32751**

Additional
Comments:

I understand that Line 111 is going to be possibly dropped. I depend on this link to get to work at DISNEY UNIVERSITY. I catch the link 41 bus to OIA and connect to 111. From there I get to work, I use this link daily for 2 weeks a month. Please do not drop this line*

Michael Knispel - Fwd: Customer Service Form: General Bus Service

From: Customer Service INQUIRY
To: Knispel, Michael
Date: 10/28/2012 10:42 AM
Subject: Fwd: Customer Service Form: General Bus Service

>>> <mariajasminereyes@yahoo.com> 10/25/2012 4:27 PM >>>

How can we help you?
General Bus Service*

First Name: **Jasmine***

Last Name: **Reyes***

Email: **mariajasminereyes@yahoo.com***

Daytime
Phone: **4072270094**

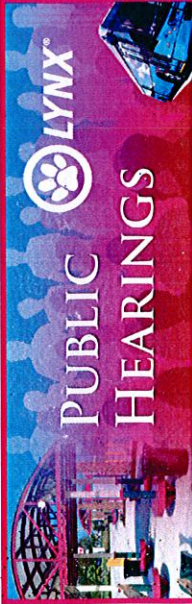
City: **windermere**

County: **orange**

State: **florida**

Zip: **34786**

Additional
Comments: 1. For the 111 bus service. Please don't change anything. My daughter and I go all the way from wintergarden to go home because there is no school bus available - so they say- for private school even for VPK...that is why we always go 105 - 50 then 111. my husband's office is on downtown disney and he cannot bring us home but if we want to roam around sometimes, the best way for us is to go via 111 to disney university then we walk 30 minutes to home. Please don't reduce the route or the service time. Please. I'm not really that thrilled that we travel 3.5 hours everyday but now we have to do more waiting on the transfers if we want to go to disney university to walk home. 2. I hope there is a bus direct from wintergarden to windermere. *



PUBLIC
HEARINGS

COMMENT CARD

Name Steven Swartz Date 10/2/12
 Address 1405 Tropical Dr. Apt. 138
 City Orlando State FL
 Zip Code 32839
 Phone # 407-529-8173
 E-mail SSwartz1984@hotmail.com

Comment:

I believe the
 route change for
 111 is going to become
 a big inconvenience for
 both local and tourists.
 It will make people take
 longer trips to Disney
 and Disney employees at
 times would be longer on
 buses than at work.

FM



COMMENT CARD

Date _____

Name Cecilia Fuller

Address ~~2367~~ 2367 Conover Rd

City oflando State FL

Zip Code _____

Phone # _____

E-mail _____

Comment: I don't like
it at all kept the
lll bus.

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COMMENT CARD

Date 10/2/12

Name Sandi Culmer

Address 7625 Arlene Ave

City Orlando State FL

Zip Code 32812

Phone (#) (407) 289-6057

E-mail Sandiber05@yahoo.com

Comment: I live by the

Airport my fiance

lives in Kissimmee

I would like to keep

the 111 because its

easier to get to

disney to catch the

56 rather than

riding the 11 to get

to the 50 which

would put me out

of my way.

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FM



COMMENT CARD

Date 10-2-12

Name Stephen Wright

Address 4975 Park Forest Loop

City Kissimmee State FL

Zip Code 34746

Phone # _____

E-mail spbermyne1@gmail.com

Comment:

For 111 alot of tourists
get hotels and resorts
near disney. If the
111 steps going towards
the area alot of the
tourists will get lost
trying to make destination

FM



COMMENT CARD

Date 10/02/12

Name Roseleve Henry

Address 5975 Winecard rd

City Orlando State Fl

Zip Code 32809

Phone # (407) 683-9244

E-mail _____

Comment:

I think it's very important
for me to go to work
I want it for Disney
I take it by Florida
mall and get off
Downtown Disney

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FM



COMMENT CARD

Name Kim Clark Date 10/2/12

Address 837 Forester Ave

City Orlando State FL

Zip Code 32809

Phone # 407-844-3470

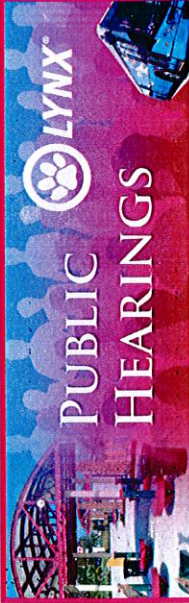
E-mail kacair23@aol.com

Comment: need bus service
Oakridge (west of
Winegard Road) up
to Rio Grande Ave)

Thanks

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FH



COMMENT CARD

Date _____

Name Brigitte Henry

Address 1463 Aptc

City Orlando State FL

Zip Code 32837

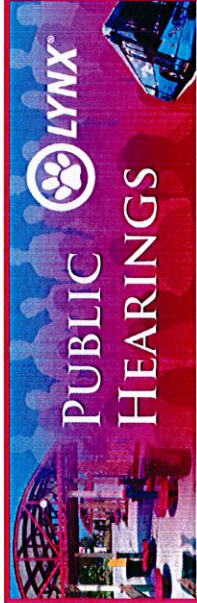
Phone # 407 802 8687

E-mail BrigitteHenry@hotmail.com

Comment:

Please allow
FHE #4
BUS
RUN AS
Frequent
AS #8

WS



COMMENT CARD

Date Oct 3, 2013

Name Jani'k A Ains

Address 437 Cutler court

City Orlando State FL

Zip Code 32835

Phone # 321 663 9645

E-mail _____

Comment:

I feel you
shouldn't change
the route at
all

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WS



COMMENT CARD

Date Oct 3, 12

Name Asaree Tisdale

Address 2919 Orange Center #20

City Orlando State FL

Zip Code 32805

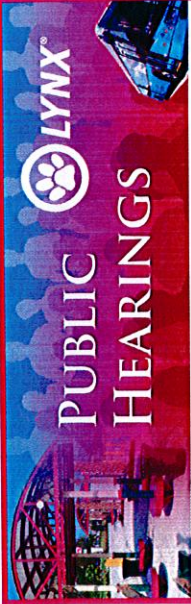
Phone # 407-490-5213

E-mail PrayLove4@gmail

Comment: Changing the
bus times hurts alot
of people who have
to ~~can~~ caught other
bus downtown and
it make the bus
more rowarder in
the morning.

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WS



COMMENT CARD

Name Hiara Starr Date 10/3/12

Address _____

City Orlando State FL

Zip Code _____

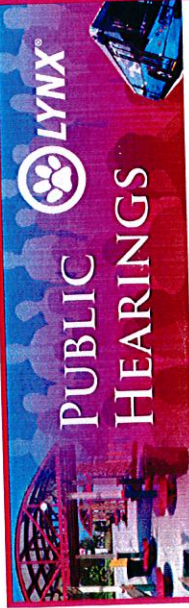
Phone # 407-285-4530

E-mail _____

Comment:

I wish that you
would keep it running
every 20 minutes it is
more convenient for every
one to get from here
to there quicker. No one
likes waiting in the Florida
sun or rain that long
thanks

25 25



COMMENT CARD

Date 10/3 LES

Name Wayne A. Gray

Address 2144 W. Cove St.

City Orlando State _____

Zip Code 32805

Phone # 407-489-0621

E-mail way42@yahoo.com

Comment:

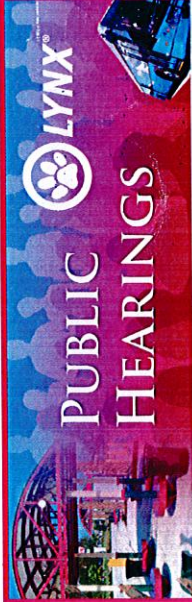
I stragly disagree
with the decrease in
#319 Service to 30 min
intervals.

PLEASE TAKE OTHER
Scheduled services to
at least keep the
20 min INTERVALS.

I WE Need More
Service On Sunday's,

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665 P H



COMMENT CARD

Date 10/4/2012

Name Tracy Lou Jones

Address 11700 Reedy Creek Dr
Apt 103
City Orlando State FL

Zip Code 32836

Phone # _____

E-mail +ljns.17@gmail

Comment: 111 Link

Change of time due to
many in the industry
that moves Orlando
would be impacted.

The Hospitality Employees
and guests in our city
that move the most of
the economy including
the bus.

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DP



COMMENT CARD

Date 10.3.12

Name STACI HOLZLOHNER


Address 10605 LAKE MONTEREY

City ORLANDO State FL

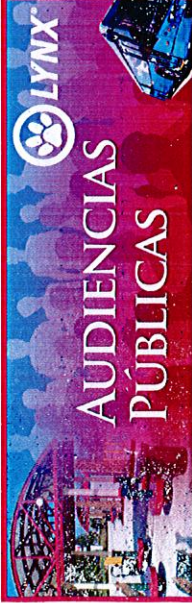
Zip Code 32821

Phone # 407 790 8883

E-mail disneygypsyie76@gmail.com

Comment: I have two jobs on Disney property. At any given time I get on a standing room only route!! This is the only bus route leaving my apt. complex. In order to get to work I would have a mile walk to get to SeaWorld to catch the 50 to get to work. I already take one hour to get to my work location and I live 5 miles away from my furthest work location. This is my only form of transportation to get anywhere 

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TARGETA DE COMENTARIO

Fecha _____

Nombre _____

Dirección _____

Ciudad _____ Estado _____

Código Postal _____

Número de Teléfono _____

Correo Electrónico _____

Comentarios:

from my apartment - 6 days a week
I need to be able to get to Disney
property. If you all are rerouting
full buses of guests going to Disney
to another full bus so I will have
difficulty getting to work. I need
this bus route to stay as is
so I can get back and forth
to work.

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Action Agenda Item #8.C

To: LYNX Board of Directors

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

Phone: 407.841.2279 ext: 6017

Item Name: Authorization to Enter into a Collective Bargaining Agreement with Amalgamated Transit Union (ATU) Local 1596

Date: 11/8/2012

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to enter into a Collective Bargaining Agreement with the Amalgamated Transit Union (ATU) Local 1596 for the period of October 1, 2012 – September 30, 2015.

BACKGROUND:

On April 7, 2011, LYNX Board of Directors entered into executive session of its regularly scheduled meeting to discuss with the Chief Executive Officer (CEO) terms by which management was authorized to bargain with ATU 1596. Following receiving direction from the Board, the CEO notified the Union of the organization's desire to renew negotiations. The first meeting of the two parties took place September 25, 2012.

On October 12, 2012 a tentative agreement was reached by both parties. Of which, there were two articles that were agreed upon: Wages and Pension.

Wages

The tentative agreement included a \$.20 per hour increase for employees at top rate effective October 1, 2012 (retroactive) and another \$.20 per hour increase for employees at top rate effective April 1, 2013 for a total of \$.40 over that period.

Any employee in the 92% (Transportation) or 95% (Maintenance) pay progression moving into the top rate shall also receive the two \$.20 per hour increase.

All employees in pay progression will move to the next immediate step effective October 1, 2012 (retroactive) based on the current top rate.

There will be a wage re-opener for negotiations on an annual basis for the last two years of the contract.

Pension

Upon Plan development, all new hires will participate in a newly created Defined Contribution (DC) retirement plan. Under this plan, LYNX will contribute 6% to the employee's pension and the employee has the option of contributing an additional amount with the agency matching 50-cents-on-the-dollar to the employee's election of 1%, 2%, or 3%.

LYNX Management will fully cover the cost for the development of the Plan and its associated document. The Plan will have an even number of representatives from Management and Union to conduct fiduciary administration of the Plan. All future contributions will be negotiated through the collective bargaining process between LYNX and ATU 1596.

All current employees will remain in the Defined Benefit Pension Plan.

A copy of the tentatively agreed upon contract is attached.

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

This action request is not a contract award for goods and/or services; therefore, there is no DBE participation associated with this project.

FISCAL IMPACT:

LYNX staff included funds in the FY2013 Adopted Operating Budget to support the execution of the Collective Bargaining Agreement with the Amalgamated Transit Union (ATU) Local 1596 for Year 1. The estimated cost savings in Year 1 for the change to the Defined Contribution (DC) retirement plan is \$500,000. Future annual operating budgets will be adjusted, accordingly, based on final approved Union negotiations.

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ARTICLE 1 - PREAMBLE

This Agreement is entered into by and between the Central Florida Regional Transportation Authority, d.b.a. LYNX, hereinafter referred to as the “Authority” and the Amalgamated Transit Union, Local 1596, hereinafter referred to as the “Union.” It is the purpose of this Agreement to achieve and maintain harmonious relations between the Authority and the Union, to provide for equitable and peaceful adjustment of differences, which may arise, and to establish wages, hours, and other conditions of employment, as required pursuant to Chapter 447 of the Florida Statutes.

ARTICLE 2 - RECOGNITION

The Authority recognizes the Union as the sole and exclusive bargaining agent for its employees in the unit defined by the Public Employees Relations Commission in Case No. RC 82 021, as follows:

Included: All Authority employees in the following classifications: Building and Grounds A and B; Building and Groundskeeper A and B; Bus Operator; Road Ranger; Road Ranger Tech C; Service Island Attendant A, B, and C; Serviceperson A, B, and C; Technician A, B, C, and D.

Excluded: Office, Purchasing, and Clerical employees; Transportation Supervisors (Dispatchers & Foremen); and all higher level Supervisors.

ARTICLE 3 - GENDER

The use of masculine or feminine references shall be construed as including both genders.

ARTICLE 4 - AUTHORITY RIGHTS

The Authority will exercise the exclusive right to set its policy, to manage its business in the light of experience, good business judgment and changing conditions; to determine the qualifications for and to select its managerial and Supervisory forces; to determine the qualifications of employees who desire promotion from one job to another or from one classification to another classification; to determine the number of employees it will retain in its services at any time during the life of this Agreement; to make reasonable rules and regulations governing the operations of its business; to enforce discipline for violation of rules and other misconduct; to discharge employees for just cause; and to determine the qualifications for hire of new employees, subject to such limitations thereon as set forth in this Agreement.

The Authority will provide a safe, adequate working environment for all its employees, and may implement safety programs and procedures it deems necessary. The Authority will provide equipment, as it deems necessary, for the employees to perform their jobs.

The Authority agrees that bargaining unit work will be performed by bargaining unit employees, except in cases of bona fide emergencies or where needed to avoid disruption or delay of services to the public. The Authority will make a reasonable attempt to fill the work with bargaining unit employees.

With respect to work rules, the Authority will not unilaterally establish and implement work rules which change or directly impact the terms and conditions of employment. If and when the Authority desires to change existing work rules and/or implement new work rules, the Authority will so advise the Union and the parties will forthwith convene the Labor-Management Committee to address such issues. If the Labor-Management Committee cannot reach an agreement, the disputed issues will be resolved by arbitration as defined in Article 13, Grievance and Arbitration Procedure, prior to the establishment or implementation of any disputed changes in any work rules.

With respect to subcontracting, the Authority reserves the exclusive right to subcontract work. However, the Authority will notify the Union of its intention to subcontract such work at least sixty (60) days prior to the deadline for responses to the Request for Proposal.

The Authority will meet and discuss with the Union the impact of such subcontracting on bargaining unit employees providing the Union requests such a meeting within ten (10) days following receipt of notification.

The Authority currently provides services for the Road Ranger Service Patrol Highway Assistance Program through a contract with the Florida Department of Transportation (FDOT). These services are funded 100% by FDOT. The Authority shall have the right to discontinue providing Road Ranger services if the contract between the Authority and FDOT is terminated or not renewed, or if FDOT reduces or eliminates its funding of these services. So long as the Authority is providing services under this program, bargaining unit employees working in this program shall comply with all provision of the "Scope of Services" provisions of the contract with FDOT and the Authority's work rules. The Authority retains the right to run this program in a safe and cost effective manner.

ARTICLE 5 - NONDISCRIMINATION

The Authority will not discriminate against any employee covered by this Agreement because of race, color, religion, sex, age, national origin, political affiliation, disability, marital status, sexual orientation, or Union membership. The Union will not discriminate with regard to terms and conditions of membership because of race, color, religion, sex, age, national origin, political affiliation, sexual orientation, disability or marital status.

ARTICLE 6 - EFFICIENT SERVICE

SECTION 1

The Union and all bargaining unit employees agree that they will perform loyal and efficient service in their several departments of work.

At all times employees shall:

- be attentive to their duties, observe all rules and regulations, and support the vision and mission of the Authority; and
- operate their vehicles carefully, with the utmost regard for the safety and comfort of passengers and the general public; and
- provide quality customer service by treating passengers in a courteous and respectful manner; and
- use their influence, goodwill and best endeavors to protect the Authority's property and promote the Authority's interests so that the public transportation system may grow in popularity, service and scope of operation, and become a "world class" organization.

In all matters pertaining to this Agreement, the Authority and Union will take into consideration that public transportation is a service industry and that the safety and good will of the general public, especially the passengers of the transportation system, are of primary importance.

SECTION 2 – Participation in Authority Working Groups and Committees

The Authority and the Union shall establish a “Labor-Management Committee” which will be convened at mutually agreeable times to discuss and resolve outstanding issues of concern to either party. From time to time, subcommittees may be formed to more fully focus upon and address prominent issues which the parties agree might best be resolved through cooperative problem solving.

A "Running Time Committee" shall be established as a Labor-Management subcommittee. It shall meet with the Service Planning Division to review issues relating to the establishment of appropriate running times between time points on LYNX routes, and shall help to establish a priority list of those routes which need running time improvements.

The Running Time Committee shall oversee an annual system-wide running time update in which they will collect data to provide written recommendations on proper running and recovery

time. The report shall include recommendations on routes that need improvement so that Operators will have reasonable time for restroom breaks and/or to stretch their bodies. These written recommendations will be submitted to the Labor-Management Committee and Service Planning Division for consideration.

A "Safety and Security Committee" shall be established as a Labor-Management subcommittee. It shall meet with the appropriate Safety Section to review issues relating to the safety and security of employees and passengers aboard LYNX buses and at LYNX owned transit facilities. A law enforcement representative shall, from time to time, be invited to the committee meetings to assist in resolving safety and security and personal protection issues. Safety and Security related incidents and incidents of assault and battery directed against a bargaining unit employee shall be immediately reviewed with the committee to analyze contributing factors in an effort to reduce and/or correct future occurrences of a similar nature. The subcommittee shall make written recommendations to the Labor-Management Committee on a suggested course of any action to rectify and/or prevent future incidents against employees.

The Authority has a "Service Efficiency Review Committee" (S.E.R.C.) made up of LYNX staff members which reviews proposed service changes and recommendations for future implementation. The Authority invites employees in general to attend and participate in these meetings.

ARTICLE 7 - SEVERANCE CLAUSE

In the event any of the provisions of this Agreement shall be held invalid or become unenforceable by reason of any Federal or State judicial ruling, or by reason of any Federal or State legislation now existing, or hereinafter enacted, such invalidity or unenforceability shall have no effect on the remaining portions of this Agreement, that shall remain in full force and effect. If a provision is invalidated, the parties shall meet to discuss whether a mutually agreeable replacement Article or Articles can or should be negotiated.

ARTICLE 8 - REPRESENTATIVE NOTICE

SECTION 1

The Union agrees to notify the Authority's Deputy Chief of Maintenance or Deputy Chief of Transportation, in writing, of the names, employee number, Department, Division and business and e-mail addresses of duly authorized Union representatives and committee members immediately upon their election or appointment to such office or committee. Official notice by the Authority, in writing, to the business and e-mail address of one of the authorized representatives shall constitute notice to the Union.

SECTION 2

The Authority agrees to notify the Union's President, in writing, of the names, Department, Division and business and e-mail addresses of duly authorized Authority representatives. Official notice by the Union, in writing, to the business and e-mail address of one of the authorized representatives shall constitute notice to the Authority.

ARTICLE 9 - ABSENCES FOR UNION BUSINESS

SECTION 1 – Short-Term (1 through 5 Consecutive Workdays)

Union representatives of Local 1596, who need to be absent for part or all of a regularly scheduled workday to conduct official Union business, will be relieved of duty providing the Union representative submits a written request to the Authority's representative of his respective department two (2) working days prior to the requested day(s) off. If three (3) or more Union representatives require the same day off, a three (3) working day written notification will be required. The intent of this paragraph is to require sufficient notice when the Union representative requests time off. Both parties realize that unusual and unexpected circumstances may arise when the Union representative cannot give the required two (2) working day notice, and the Authority is unable to relieve the Union representative due to manpower shortage.

The Union President may be allotted a five (5) business day week (Monday – Friday) for Union business. The Financial Secretary/Treasurer may be allotted one (1) day (Monday – Friday) per week to perform Union business, by agreement of the Labor-Management Committee.

The Union will reimburse the Authority a minimum of one full time (2080 hours) Union President position. The 2080 hours per calendar year will include: jury duty, sick leave, vacation leave, floaters, personal days and any other applicable time off. The Union will also reimburse the Authority for the FICA match. The current rate of pay will be applied when calculating the 2080 hours total cost. The Authority will be responsible for all other benefits, i.e. employer pension contribution, health insurance and any other benefit, which is not covered in the 2080 hours reimbursement by the Union. The Union will reimburse the Authority for lost wages and FICA match for all other Union representatives, when conducting Union business. No loss in benefits, seniority or entitlement will be suffered when a Union representative is off for Union business.

The Union President and Financial Secretary/Treasurer will conduct all Union business with the Authority, which includes being the Union representative on the Authority's Working Groups and Committees, except under extenuating circumstances. Pension Board Trustees are exempt from this paragraph when attending Pension meetings.

It is agreed that time off for any Union representative, other than the Union President and the Financial Secretary/Treasurer, should not be on a regular basis.

The minimum length of a short-term absence will be two (2) hours each day of absence.

If, for any reason, the Authority requests the presence of a Union representative on a date where the Union representative cannot comply with the preceding notification requirement, the notification requirement will be waived.

SECTION 2 – Long -Term (6 Consecutive Workdays and Longer)

Any local Union member appointed or elected to any office/committee/delegate status, etc., within Local 1596 or to any time specific office/committee/delegate status, etc., within the International Union, will be granted an unpaid leave of absence for a reasonable period of time to perform the duties of the respective office/committee/delegate status, etc.

In order to be placed on unpaid leave of absence, it will be the responsibility of the local Union member to request in writing such leave not less than five (5) days prior to the date the leave is to become effective. When the local Union member desires to return to full-time company employment, it will be the responsibility of the local Union member to give five (5) days advance notice, in writing, to the Authority.

All conditions/limitations on an employee's benefits, entitlement, seniority, while on unpaid leave of absence, will be applicable to local Union members while on unpaid leave of absence for Union business.

SECTION 3

If at any time the Authority requires the presence of a Union representative(s), for any specific reason, on the Union representative's day(s) off, the Authority will pay such Union representative(s) at his regular hourly rate for such time. This paragraph will not apply if the reason for the Authority's request for a Union representative is due to the unavailability of the Union President.

ARTICLE 10 - UNION DUES

- A. AUTHORIZATION - The Authority agrees to deduct from the wages of any employee who applies for Union membership, a member's biweekly Union dues, initiation fees and any uniform assessments as directed by the Union. Union payroll deductions will commence within the first complete pay period after Human Resources (addressed to the Labor Relations Specialist) has received an authorized "Application for Union Membership" form containing the language found in Exhibit A, from the Union. All new Union application forms and Union withdrawal requests will be sent to the Labor Relations Specialist through the U.S. mail. Copies of the "Application for Union Membership" form will be provided to bargaining unit employees and the Authority by the Union. Deductions shall be forwarded to the office of the Financial Secretary/Treasurer within five (5) business days after the payroll checks are issued.
- B. The Union will officially notify the Authority as to the amount of all biweekly deductions. Such notification will be verified to the Authority, in writing, with the signature of an authorized officer of the Union. Changes in Union deductions will be similarly certified to the Authority and shall be done at least one (1) month in advance of the effective date of such change.
- C. REVOCATION - Union membership and Union dues deductions may be cancelled upon a thirty (30) day written notification to the Union's Financial Secretary/Treasurer by either certified or registered mail.
- D. The Union shall indemnify, defend and hold the Authority harmless from any and all claims made and suits instituted against the Authority or expenses in connection therewith, based upon the Authority's participation in dues deductions under this Article.
- E. The payroll dues deduction authorization form is shown in Exhibit A.

EXHIBIT A
APPLICATION FOR MEMBERSHIP

I, _____, the undersigned,

- Apply for membership in the Amalgamated Transit Union Local 1596 and agree to abide by its Constitution and By-Laws.

- Authorize the above named employee organization to be my exclusive bargaining unit agent.

- Authorize and direct LYNX, the Central Florida Regional Transportation Authority, to deduct and withhold from my wages any biweekly dues, initiation fees or any uniform assessments in such amounts as are now or hereafter established by ATU Local 1596.

- Understand that my Union membership and the deduction of Union dues is revocable, only, upon thirty (30) days written notice to the Union's Financial Secretary/Treasurer by either certified or registered mail.

Signed _____ Date _____

Home Address _____ City _____ State _____

Zip Code _____ Telephone _____ Social Security _____

ARTICLE 11 - BULLETIN BOARD SPACE

SECTION 1

The Authority will provide bulletin boards of approximately twelve (12) square feet for the Union to post notices and information relevant to members of the bargaining unit as follows: one at the LYNX Central Station, and one at the South Street and Princeton Street facilities, in both Maintenance and Transportation. The Union agrees that it will not post any notices of a defamatory, nor inflammatory, or political nature. The Authority shall have the right to remove such notices that do not meet the standards of this Article. The bulletin board space shall have a secured enclosure.

SECTION 2

The Authority will provide the Union with a secured mailbox as follows: one at the LYNX Central Station and one at the South Street and Princeton Street facilities in both Maintenance and Transportation. The Union will provide the lock.

ARTICLE 12 - DISCIPLINE

SECTION 1

The right to discipline belongs to and remains with the Authority. Employees covered by this Agreement shall have the right to be heard in accordance with the grievance procedure.

SECTION 2

Charges against an employee will be called to the employee's attention, and discipline will be rendered within five (5) of the employee's workdays after the Authority has completed its investigation, excluding days the employee was absent. An employee may be suspended without pay during an investigation. Internal investigations will be completed within thirty (30) working days unless there are extenuating circumstances, at which time the Union will be notified. If the discipline charges are not sustained, the employee's record will be cleared of the charges and the employee will be reimbursed for any lost wages suffered as a result of the discipline.

SECTION 3

When a bargaining unit member is to be disciplined, the bargaining unit member has the right to Union representation, upon request. The Union will be notified prior to disciplinary hearings.

SECTION 4

The Authority and the Union recognize that job performance at work is a basic part of any employment arrangement and is an essential element of the employer/employee relationship. Occasionally, the level of an employee's work performance may unavoidably and understandably fluctuate; however, repeated deficient performance is indefensible, costly and disruptive to the organization.

Accordingly, discipline will be administered to employees in a progressive manner at the Authority's discretion, as provided for in Article 4, Authority Rights. Deficient performance in any one or combination of work related categories will result in discipline up to and including termination. Progressive discipline will be administered in the following steps:

Step I	Written notification
Step II	Written notification with Union/Management counseling
Step III	Final written notice with Union/Management counseling
Step IV	Subject to Termination

Before disciplinary action is finalized all extenuating circumstances and past performance for Steps III and IV will be reviewed and considered. Disciplinary entries are valid up to one year after the date of issue.

ARTICLE 13 - GRIEVANCE AND ARBITRATION PROCEDURE

SECTION 1

A grievance is defined to be any dispute between the Authority and the Union, or between the Authority and a bargaining unit employee concerning the interpretation or application of the terms of this Agreement. Violations of the work rules, written warnings or reprimands, and/or any lesser discipline will not proceed to Arbitration. When a grievance arises, the Union, or the aggrieved employee, or the Authority, shall seek to settle the dispute in the following manner:

Step I

The concerned employee or the Union shall submit a written grievance to the respective Manager of Transportation or Maintenance. The written grievance must be submitted directly to the office location during regular business hours (8:00 a.m. to 5:00 p.m., Monday through Friday), to the Manager to which the grievance is directed or his designee. The grievance must be submitted within five (5) business days of the receipt by the employee of the written notification of the alleged violation.

Within five (5) business days after receipt of the grievance, the respective Manager of Transportation or Maintenance may schedule a hearing if the grievance involves a violation, written warning or reprimand and/or any lesser discipline. If the grievance involves a termination or suspension, a hearing shall be scheduled. The hearing, if scheduled, shall be held within the next five (5) business days. The Manager or his designee will have five (5) business days after the hearing or receipt of the grievance, whichever is later, to render a written decision.

Step II

Revised 10/11/2012 11:02 AM

If a satisfactory decision is not reached, the Union may request to move to the next step of the Grievance Procedure. Within five (5) business days after receipt by the Union or the employee, of the written decision from Step I, the grievance must be submitted to the respective Deputy Chief of Transportation or the Deputy Chief of Maintenance. The Step II grievance shall be submitted in writing directly to the Division's Deputy Chief's office location, during regular business hours (8:00 a.m. to 5:00 p.m., Monday through Friday), to either the Deputy Chief of Transportation or the Deputy Chief of Maintenance or their Administrative Assistant.

Within five (5) business days after receipt of the grievance, the Deputy Chief may schedule a hearing for resolution of the grievance and the hearing, if scheduled, will be held within the next five (5) business days. The Deputy Chief will have five (5) business days after the hearing or receipt of the grievance, whichever is later, to render a written decision.

Step III

If a satisfactory decision is not reached, the Union may request to move to the next step of the Grievance Procedure. Within ten (10) business days after the written decision from Step II, the grievance must be submitted to the Chief Operating Officer. The Step III grievance shall be submitted in writing directly to the office of the Chief Operating Officer or his Administrative Assistant, or directly to the office location to either the Deputy Chief of Transportation or the Deputy Chief of Maintenance, during regular business hours (8:00 a.m. to 5:00 p.m., Monday through Friday). The Chief Operating Officer or his designee shall schedule a hearing for the resolution of the grievance, and the hearing shall be held within the next ten (10) business days. The Chief Operating Officer, or his designee, shall have twelve (12) business days after the receipt of the grievance or the hearing, whichever is later, to render a written decision. If the grievance is not settled at this time, it may be submitted to Arbitration.

Prior to submitting the grievance to Arbitration, it is agreed that either party may request an opportunity for non-binding mediation. If the other party agrees, mediation must be requested no later than twenty (20) business days after the Step III hearing decision has been rendered. The Authority and the Union may mutually select a mediator from the Federal Mediation and Conciliation Service (FMCS) or any other recognized mediation specialists.

SECTION 2

- (A) All days in the grievance procedure shall be business days.
- (B) Any grievance not processed, by the Union or the employee, within the time limits set forth in this Section, shall be forfeited.
- (C) Any grievance not processed, by the Authority, within the time limits established shall be considered valid, and the grievant's remedy shall be won.
- (D) The time limits of submitting or responding to a grievance may be extended by written agreement by the representatives involved.
- (E) Grievances, affecting a number of employees and involving a question common to all, may be submitted at Step II or Step III.
- (F) If the grievance is not appealed to the next Step within the specified time limits, it shall be considered settled on the basis of the Authority's answer, but such settlement shall not constitute a precedent in any other case.
- (G) Pursuant to Section 447.401 of the Florida Statutes on Grievance Procedures, all public employees have the right to a fair and equitable grievance procedure, but the Union will not be required to process grievances for non-Union employees. The Union, however, will be given a copy of the grievance and the resolution. Individuals may take any grievance to Arbitration, except violations of the work rules, written warnings or reprimands, and/or any lesser discipline. The non- Union employee will bear one-half (1/2) the cost of Arbitration.
- (H) In the event the action grieved by the employee was taken by an Authority representative designated in Steps I, II or III, the grievance shall proceed to the next succeeding Step.

- (I) Grievances received by Dispatchers and Supervisors, unless appointed as designees by the respective Deputy Chief, will not be considered as having met the required procedure for the filing of a grievance and, therefore, will not be processed through the grievance procedure.

Step IV If the grievance is not settled at Step III, the grievance may be submitted to Arbitration by the grieving party. The request for Arbitration must be made to the other party within twenty (20) business days of the receipt of the answer of the Authority in Step III. The request must be sent by certified mail, and the date of the postmark shall be used for the purpose of determining time limits.

Step V If Arbitration is requested in Step IV, the issue must be submitted, in writing, for final determination to an Arbitrator. Within ten (10) business days of such notice, the Union shall request from the Federal Mediation and Conciliation Service (FMCS) a list of seven (7) arbitrators with residence in Florida who are experienced in the field of the subject to be arbitrated. The list will be sent to both the Union and the appropriate Authority representative. Within ten (10) business days after receipt of the list of arbitrators, the Union and the Authority shall, beginning with the Union, alternately eliminate names one at a time from the list of persons, until only one remains and this person shall be the arbitrator. Failure by either party to adhere to the time limits in this paragraph shall be considered a withdrawal of the request for arbitration and the grievance will be considered resolved in favor of the compliant party (i.e., on the basis of the decision of the Authority in the last step of the grievance procedure or on the basis of the relief requested in the grievance). Further, the request, for Arbitration shall be clearly set forth in writing, and the Arbitrator is empowered to rule only on the issue(s) presented in the grievance. The Arbitrator cannot deviate from the language of this contract and his powers are limited by this contract. The Arbitrator will weigh all evidence and arguments on the points of dispute, and the written decision of

the Arbitrator shall be final and binding upon the parties. The Arbitrator shall not add or detract from, alter or otherwise amend in any way the provisions of this Agreement. The parties shall jointly share the cost of the Arbitrator. The cost of the transcript, if requested, shall be borne by the party requesting the transcript.

ARTICLE 14 - NO STRIKE/NO LOCKOUT

SECTION 1

The parties agree that during the term of this Agreement there shall be no strikes, slow-downs or work stoppage. In the event of a strike, slow-down or work stoppage, the Union will, upon request of the Authority, notify the employees to return to work, that such action is in violation of Florida State Law and this Agreement, and that the Union shall in no way sanction such conduct.

SECTION 2

The employer agrees that there will be no lockout during the term of this Agreement.

SECTION 3

Violation of any of the provisions of this Article by any employee of the Authority may be cause for immediate termination of that employee. In the event that an employee is terminated, or otherwise disciplined for taking part in a strike as defined by Florida Law, only the question of fact as to whether the employee did in fact participate in or promote such a strike, shall be subject to review through the grievance and arbitration procedure of the Agreement.

ARTICLE 15 - PROBATIONARY PERIOD

SECTION 1

New employees will serve a one hundred twenty (120) day probationary period. The period for operators shall begin after completion of new operator training. During the operator training and probationary period, an operator may be terminated for any reason. Maintenance employees begin the one hundred twenty (120) day probationary period on date of hire. During the probationary period, a Maintenance employee may be terminated at any time by the Authority for any reason. The probationary period may be extended, by mutual agreement. New hire employees do not have any grievance rights specific to termination under this Agreement.

Current employees who change positions, departments or classifications will also serve a sixty (60) day probationary period. For the purpose of picking a run, a shift, days off or an Extra Board position during a Pick, the employee's seniority date is when he started the new job (except when a Technician transfers between any respective classification. Then their seniority date for Picking purposes shall remain the same as their Division date.) Otherwise, an employee's hire date will remain the same and will be used to determine benefits and leave time. Employees will be able to return to any available position within their classification until the next Pick.

If the employee has been out of work for an extended period of time during their probationary period, an extension may be imposed for the amount of days missed during the probationary period.

SECTION 2

Employees who change to a full-time Supervisor will serve a ninety (90) day probationary period. During the probationary period, an employee may return or be returned to a position within their classification without loss of seniority.

ARTICLE 16 - PERSONNEL REDUCTION

SECTION 1

In the event of a reduction in the number of employees in the Transportation and/or Maintenance Divisions, other than Road Ranger or Road Ranger Tech C, due to the lack of work, employees shall be laid off in reverse order of their system-wide seniority within their classification. Any maintenance employee affected will be given an opportunity to bump into a lower classification (seniority prevailing) to keep from being furloughed.

SECTION 2

In the event of a recall, such laid off employees shall be called back in inverse order of their layoff, provided, however, that this Agreement, or any renewal, amendment, or extension thereof is still in effect, and no more than eighteen (18) months has elapsed since the employee's last layoff.

SECTION 3

Employees will be called back to service according to the following procedure: the Authority will advise each employee, to be recalled, by certified United States mail, return receipt requested, to his last known address.

The employee shall have the obligation to provide the Authority with his current address for the purpose of receiving mail. An employee, receiving a notice of recall, will immediately inform the Authority of his intent to accept or reject the recall order within five (5) working days after the receipt of the notice of recall. An employee, who has notified the Authority of his acceptance of recall and who, thereafter, fails to report at the specific time, shall forfeit all rights.

SECTION 4

An employee, who has been laid off due to a reduction in the work force, shall be given preference over new hires for job openings outside his job classification or department for a period of eighteen (18) months after his layoff, as long as he is qualified to perform the job for which he is applying. In the event of competing applications by qualified laid off employees, seniority with the Authority will govern.

ARTICLE 17 - PHYSICAL EXAMINATIONS

SECTION 1 - Requirement

All active employees will undergo a physical examination by a licensed Medical Review Officer chosen and paid for by the Authority. Successful completion of a physical examination will be a prerequisite for both an employee's initial employment as well as their continued employment in the safety sensitive position for which the physical examination has been administered. The examination shall be conducted in accordance with the United States Department of Transportation's Federal Motor Carrier Safety Act of 1986 and USDOT Federal Motor Carrier Administration regulations contained in CFR Part 391 governing physical qualifications and examinations for drivers as well as subsequent rulings.

The examination shall take place during the employee's non-working (unpaid) hours. The Authority will pay the employee up to two (2) hours of pay, which will not count as hours worked for purposes of calculating overtime. Each employee is responsible for scheduling their physicals, and will provide the Authority with a copy of their DOT Medical Certification. The Authority will notify the employee, in writing, at least one month in advance of the need to renew his DOT Medical Certification.

SECTION 2 - Findings

Should an employee not be able to obtain a clear physical examination in order to maintain his commercial drivers license, the employee will not be permitted to continue in the safety sensitive position in which he was employed.

If the Medical Review Officer requires a stress test, the Authority will bear the cost of the test and the test shall be conducted by the Authority's designated facility.

SECTION 3 - Frequency

Employees will undergo examinations no less frequently than once every two (2) years unless expressly determined by the examining medical professional. Employees who are out for more than thirty (30) calendar days due to illness may be required to undergo a physical examination.

ARTICLE 18 - LEAVES OF ABSENCE

SECTION 1 – Leaves of Absence

The Authority may grant an employee, with at least twelve (12) months of satisfactory service, an unpaid leave of absence of no more than thirty (30) days. If an employee has available leave at the time of the request, the employee will be required to exhaust all available leave first. The Authority may, with regard to employees with less than twelve (12) months of satisfactory service, be receptive to reasonable requests for unpaid leave. Employees taking a leave of absence of thirty (30) days or less will experience no loss in picking seniority.

An employee, desiring to return from his leave prior to the expiration thereof, will give one (1) day advance notice to their Division Manager and comply with the call-on/call-off policy. Should an employee fail to report to work on the workday following the expiration date of leave, without a valid excuse, such employee will be considered to have terminated employment with the Authority.

An employee will not be granted leave to perform work for any other employer.

Upon the expiration of a leave of absence, the employee will return to his appropriate seniority position.

SECTION 2 – FMLA, Serious Illness and/or Disability

The Authority will provide Family and Medical Leave to qualified employees pursuant to the provisions of the Family and Medical Leave Act of 1993 (FMLA) and the Authority's policies and procedures as contained in the Administrative Rules and Policies.

Employees shall first exhaust all applicable leave time while on approved FMLA. In the instance of the employee's own serious health condition, sick leave is to be used first. In the instance of a serious health condition of a family member, leave must be used in this sequence:

1. Personal Days or vacation
2. Sick Leave
3. Unpaid leave up to the twelve (12) week limit

Unpaid leaves extended beyond the twelve (12) weeks through FMLA may be granted on a case by case basis for reasons of serious illness and/or disability of the employee and will be limited

under this Article to a maximum of one (1) year. Seniority will not be affected for this period. The Authority may require a physical or medical examination by an Authority physician prior to approving the leave, at any time during such leave, or upon release to return to duty. Failure of an employee to comply with these physical or medical provisions during the leave shall result in termination.

SECTION 3 – Military Leave

An employee must request military leave at least fourteen (14) days in advance of the leave, except when extenuating circumstances do not allow for a fourteen (14) day notice. The Authority shall comply with the terms and conditions of the Uniformed Services Employment and Re-employment Rights Act (USERRA), insofar as absence, seniority and the employment rights of any employee of the Authority as well as pay all employees on military leave in accordance with all Local, State and Federal Statutes.

SECTION 4 – Injury on the Job

If an employee is on a medical leave of absence due to injury on the job, and it is a qualified FMLA condition, the Authority will comply with the Act. Otherwise, the Authority will pay its share of the applicable group health insurance premiums according to the following criteria:

- * After completion of probation and up to one year of service – for a maximum of one month.
- * Service of one year or more – for a maximum of twelve (12) months.

Once the maximums are reached, the employee will be responsible for 100% of all applicable group health insurance coverages.

ARTICLE 19 - COURT LEAVE

SECTION 1

When an employee is required to serve on a jury, he will be paid by the Authority the amount he would have received had he worked his regular run or shift, but in no event more than eight (8) or ten (10) hours of pay, as appropriate. All Operators who are required to serve on a jury shall report to the Dispatcher that they have been selected to serve on a jury so that arrangements can be made to fill the vacant run. When an Operator is finally released or excused for the following day or days, he shall report immediately to the Dispatcher that he is ready for work the following day or days. When an employee is selected to serve on a jury he will not be required to report to work in the morning, but in the event an Operator or maintenance employee is released from jury duty, after serving jury duty for four (4) hours or less, such employee shall report immediately by phone, to the Dispatcher/Supervisor, to see if he is needed for work, or in the case of a maintenance employee, such reporting will be made to the maintenance superintendent's office, and the maintenance employee will report to work and complete his designated shift. An employee must provide, to the Dispatcher/Supervisor, court documentation as to the exact time the employee was released from jury duty.

It is the intent of the Authority that employees will not lose any pay while serving on a jury, and it is the intent of this Agreement that employees will be available to perform their normal duties at such time that does not conflict with serving on a jury.

SECTION 2

Any employee who, during his normal work hours, is requested by the Authority to attend any legal proceedings involving the Authority, directly or indirectly, or to perform other work of a similar nature pertaining to Authority affairs shall be paid as if he were engaged in his normal work.

SECTION 3

An employee who, during his normal work hours, is requested to attend any legal proceedings outside of LYNX business will be given time off without pay. Employees must provide documentation of legal proceedings at the time of the request for time off. Time off will not be considered an absence.

ARTICLE 20 - FUNERAL LEAVE

SECTION 1

In the event of a death occurring in an employee's immediate family (e.g. mother or step-mother, father or step-father, spouse, child or step-child, brother, sister, mother-in-law or father-in-law, grandchild, grandmother or grandfather), an employee who has completed his probationary period shall be excused from his regular work schedule and the employee shall be paid at his regular rate of pay for the scheduled work time he will lose on any of these scheduled work days, with a maximum of eight (8) or ten (10) hours of pay, as appropriate, per day missed, provided that pay for such time lost shall not be in excess of three (3) days. The employee must furnish proof of death and the employee's relationship to the deceased.

SECTION 2

In the event that the funeral is not in the local vicinity and considerable travel time is required, the pay for time lost may include travel time, provided that such pay not be in excess of the three (3) days as mentioned above. Funeral leave will not be considered an absence.

ARTICLE 21 - SICK PAY

Sick Leave can be used only for personal illness, and any abuse of the Sick Leave Policy will be subject to discipline up to and including termination. For sick leave use specific to FMLA, refer to Article 18, Section 2.

SECTION 1

Employees hired after the effective date of the contract will be credited sick leave on the following schedule:

Years of Continuous Service	Accrued Sick Leave Per Year
0 – 3	8 days – 64 hours
3 – 5	10 days – 80 hours
5+	12 days – 96 hours

Employees hired prior to the effective date of the contract will continue to accrue sick days at twelve (12) days, ninety-six (96) hours per year.

Each employee will be credited sick leave for each month of continuous service based on the above schedules. Employees must actually work one hundred twenty (120) hours of scheduled work per month in order to accrue sick leave. Scheduled days will include scheduled vacations, holidays and personal days.

The maximum amount of sick leave that can be accumulated is one hundred seventy (170) days. The Authority will comply with the Family and Medical Leave Act of 1993, (29 CFR Part 825).

SECTION 2

Employees will be paid from the first day of sick leave as long as the employee has accrued sick leave available.

For accidents on the job, the sick pay policy covers the first through the seventh day, as long as the employee does not receive payment for those days through Workers' Compensation benefits.

SECTION 3

In the case of a physical assault while on duty, when the number of days missed does not meet the requirements of eligibility for Workers' Compensation pay, the employee may apply for

sick leave. The employee will not be eligible to receive sick leave if he is found to be at fault for the assault.

SECTION 4

Employees may be required to provide a doctor's certification to return to work and be eligible for sick pay.

SECTION 5

Sick pay for full time employees will be eight (8) hours per day, five (5) days a week. If an employee is assigned to a ten (10) hour schedule, four (4) day workweek schedule, the employee will be paid ten (10) hours of sick leave per day. Employees who are out on sick leave, and also scheduled for vacation leave during this same period, will continue on sick leave but will be required to reschedule their vacation at a later available time in that calendar year. The employee is required to follow the established call-on policy in order to return to work.

SECTION 6

When an employee is relieved of duty due to an injury or accident, the employee will receive his run/shift pay for the remainder of the employee's scheduled workday. No sick pay will be paid for: (1) illness and/or injury caused by or resulting from excessive consumption of alcohol or use of non-prescription drugs, (2) illness and/or injury suffered while working as an independent contractor or employee of another employer, and (3) periods covered by the Florida Compensation Law.

No sick pay will be paid on an employee's off days. Paid sick time is in lieu of lost paid time due to sickness.

SECTION 7

When an employee calls off sick, the employee will automatically be paid all accrued sick time taken with no option of not being paid.

No overtime will be paid on sick time. Maintenance employees will fill out a time off request for the sick time used upon returning to work.

SECTION 8

Unused accumulated sick time will be canceled upon the employee's termination or resignation from the service of the Authority. Employees who retire at the age of sixty-two (62) or above, and have a minimum of ten (10) years of service, may sell back their accumulated sick leave, at their current hourly rate, according to the following schedule:

Years of Service	Percentage of Sick
10 - 14	60%
15 - 19	75%
20+	100%

SECTION 9

Unused accumulated sick time in excess of three hundred (300) hours, may be sold back to the Authority in one (1) block of twelve (12) days per year. The employee must maintain a bank of three hundred (300) hours. The employee must have three hundred ninety-six (396) hours accumulated in their sick leave bank by September 30th in order to qualify for the sick leave pay benefit. Employees must file a request for pay in November, with checks being distributed in December.

An employee may sell two (2) sick days for one (1) personal day one (1) time per calendar year. An employee can have used no more than six (6) sick days (forty-eight (48) hours if working eight (8) hours shifts, or sixty (60) hours if working ten (10) hour shifts) in the previous calendar year, to qualify for this benefit.

~~In year 1— Effective the first full pay period in January 2007-2013, the previous twelve (12) months will be reviewed for eligibility.~~

~~In year 2— Effective the first full pay period of January 2008, the previous twelve (12) months will be reviewed for eligibility.~~

Maintenance employees may use four (4) or five (5) hours (or one half day) sick leave if they wish to work the other half of the day. However, no overtime may be earned in conjunction within that workday. The employee may use only two (2) four (4) or five (5) hour sick days in a calendar year. The employee must substantiate this half-day with documentation that he had a scheduled

doctor, dentist, or some other health provider appointment. A maintenance employee may qualify for this benefit based on their work record.

ARTICLE 22 - VACATIONS

SECTION 1

Full-time employees will be eligible to receive vacation leave as follows:

Years of Continuous Employment	Eligibility
1	1 week
2-4	2 weeks
5-10	3 weeks
11-17	4 weeks
18 and over	5 weeks

SECTION 2

Vacation pay for all employees in the bargaining unit will be earned based on each employee's work history during the preceding calendar year:

Hours Paid During Preceding Calendar Year	Earned Vacation Pay	
(Includes Earned Vacation Time)	Percentage	Straight Time Pay Hours
1,840 and over	100	or 40
1,680 to 1,839	80	or 32
1,520 to 1,679	60	or 24
1,320 to 1,519	40	or 16
1,200 to 1,319	20	or 8
less than 1,200	-0-	or -0-

SECTION 3

All eligible vacation time/earned pay as of December 31st of any given year will be taken during the following calendar year. An employee may, at the Authority's discretion, take earned pay in lieu of vacation; however, every employee will be required to take a minimum of one (1) week (or earned time if less than one (1) week) off every calendar year.

SECTION 4

A vacation schedule will be posted for Operators during the month of October each year. Operators will then select vacation time(s) in accordance with Division seniority, between November 1st and December 15th of each year.

SECTION 5

Employees who retire from or voluntarily leave the service of the Authority will be paid pro-rated earned vacation pay for the year in which they leave. Employees terminated for cause will not receive any accrued vacation pay unless they have already bid their vacation or are eligible to bid their vacation, which are bid in one-week blocks.

SECTION 6

Regular overtime volunteers will be used prior to vacation work volunteers. Vacation personnel working will be paid at straight time wages.

SECTION 7

Maintenance employees may take one (1) week of vacation in individual days. A minimum of five (5) business days notice is to be given for individual days. If approval for the vacation day(s), from the employee's Supervisor, is not given within two (2) business days of the submittal of the request, the time is automatically approved, provided the employee has accrued leave available. The remainder of a maintenance employee's vacation must be taken in one (1) week blocks. A vacation schedule will be posted two (2) times a year. Employees will select vacation time(s) in accordance with Division seniority between November 15th and December 15th for January through June vacation(s), and will, again, select between May 15th and June 15th for July through December vacation(s).

ARTICLE 23 - HOLIDAYS

SECTION 1

The following days shall be paid holidays for full-time employees: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and Martin Luther King's Birthday (Martin Luther King's Birthday, only, may be used as an optional floater). In addition, all full-time employees will receive three (3) personal days, which are to be used within the calendar year, or may be cashed in at the end of the year if the employee is still actively employed. Personal days will be available at the beginning of the calendar year.

Personal days will be prorated for new employees based upon their date of hire. Personal days will be prorated according to the following schedule:

Date of hire:	January through February	3 days
	March through June	2 days
	July through September	1 day

In order for Operators to receive pay for Martin Luther King's Birthday instead of a floater, the Operator must fill out a "Holiday Pay Only" form. Otherwise the Operator will accumulate MLK's Birthday as a floater to be used during that current year or to be cashed in before the end of the year.

SECTION 2

To be eligible for holiday pay, employees must work their last scheduled day before the holiday, if scheduled to work the holiday, and their next scheduled day following the holiday. Operators who miss-out on the holiday, if scheduled to work and there is no work available, will not be paid for the holiday. Operators who miss-out on the holiday, if scheduled to work and are permitted to work, must work their assigned run or at least eight (8) or ten (10) hours, as appropriate, to be eligible for holiday pay. Employees will also be eligible for holiday pay if they have been out on sick leave five (5) consecutive workdays or more immediately prior to the holiday and have a doctor's slip to return to work.

SECTION 3

Holiday pay will be eight (8) or ten (10) hours, as appropriate, at a straight time hourly rate.

Whenever an employee's regularly scheduled day is on a holiday and the employee works, he will receive time and one half for working the holiday plus holiday pay. Should an employee be drafted and required to work the holiday on his day off, he will receive double time for working the holiday plus holiday pay.

Holidays will not count toward the forty (40) hour workweek when calculating overtime unless the employee works on the holiday.

SECTION 4

All observed holidays will be picked by Operators who choose to work on the specific holiday that is posted. The established assignment and drafting procedures will be posted and followed. (The only exception is the day celebrated as Martin Luther King's Birthday.)

All maintenance employees who are scheduled to work on the holiday will be required to work on the holiday.

SECTION 5

If an employee requests a floating holiday or personal day and is denied the day off due to the lack of available personnel, and calls off for any reason on the requested day off, the employee will be subject to a hearing and disciplinary action. Maintenance employees are required to give a five (5) working day notice for requesting floating holidays. Maintenance employees may be allowed to use their personal days on a call-in basis, with extenuating circumstances, except on holidays.

SECTION 6

Operators must submit a "Time Off Request for Authorized Absences" form to the appropriate Dispatcher a minimum of five (5) working days in advance of the day(s) off requested. However, the five (5) working day notice may be waived under extenuating circumstances by the Authority.

When an Operator has requested a vacation day, personal day or floater, he will receive a written notification within three (3) full working days, after submission of the "Time Off Request for

Authorized Absences” form, as to whether the time off has been approved or denied on a first come, first serve basis, provided the employee has the requested time available. It is the employee’s responsibility to check with Dispatch as to the status of his time off request.

Holidays recognized by the Labor Agreement will follow the established guidelines for picking holiday work, by seniority, for the Transportation Division.

Operators will be able to submit a day off request form in advance of the requested day(s) according to established procedures written on the “Time Off Request for Authorized Absences” form.

All time off request forms must be date and time stamped, by the Dispatcher, to be valid. All time off requests will be approved by date and time submitted.

ARTICLE 24 - SENIORITY

SECTION 1

Seniority shall mean the length of continuous service from the employee's last employment date. In the event the Authority employs a group of applicants on the same date, seniority shall be by alphabetical sequence (last name). If two, or more, applicants have identical last names, seniority rank shall be determined by the alphabetical sequence of their first names.

SECTION 2

Seniority is recognized for the purpose of layoffs, recalls, vacation preference, the picking of runs, shifts, facilities, and days off.

SECTION 3

Separate seniority lists shall be established for each division (Transportation and Maintenance). A separate seniority list will be maintained for employees working in the Road Ranger program. Seniority within the program will be used for the purpose of layoffs, recalls, vacation preference, shifts and days off. All employees entering the program as a new hire or as an internal candidate will have a seniority date of the day he entered the program.

SECTION 4

Layoffs in the Maintenance Division will be determined by seniority within each individual classification, with the ability to bump into lower classifications.

Specific Road Ranger employees have been identified as 'Grandfathered' in the program. Grandfathered Road Ranger employees are largely responsible for the success of the program and shall be referred to as Road Ranger Tech. C. Road Ranger Tech C employees will maintain their seniority. In the event of a layoff, Road Ranger Tech C employees will have the ability to bump another Tech C Maintenance employee. Non-Grandfathered Road Rangers will be allowed to apply for any open position within the Authority. Employee(s) that have worked in the Road Ranger program for one year may submit a request to transfer out of the program. Employee's request to transfer must provide the Authority with six (6) months notice. The Authority, at its discretion, can accept less notice. If a Grandfathered Road Ranger Tech C voluntarily leaves the program, the

employee shall be placed at the bottom of the seniority list within the new work classification for the purpose of vacation preference, shifts and days off.

ARTICLE 25 - EMPLOYEE TRANSPORTATION PASS

SECTION 1

The employee and the employee's dependents shall be provided a pass for free transportation on all links of the system. The employee's dependents shall include the employee's current spouse and legal children living at home under eighteen (18) years of age.

SECTION 2

When an employee retires, with ten (10) years or more of service, the employee and spouse will receive a lifetime LYNX transportation pass renewable bi-annually.

ARTICLE 26 - PAY PERIOD

Employees will be paid on a bi-weekly basis. Payday will be on the Friday of the pay week at the earliest convenient time. Each employee will be provided with a statement of total hours, gross earnings and an itemized statement of all deductions.

In the event that an employee's pay is short by 8 hours or more, the Authority will issue another check for the employee by the end of the next business day. Any adjustments needed from a given pay period must be presented to Finance by Maintenance or Transportation by the close of business on the Tuesday following the pay day, otherwise the adjustments will be made on the next pay period.

ARTICLE 27 - ACCIDENT PREVENTION

SECTION 1

The Authority will notify employees as to the date, time and place of Safety meetings. Attendance at Safety meetings is mandatory. The Authority will pay a minimum of one (1) hour time (or actual time if the meeting exceeds one (1) hour) for attendance.

SECTION 2

If involved in any of the following occurrences, Operators must notify Dispatch promptly by bus radio communication or wayside telephone:

- A. All accidents, regardless of perceived seriousness, that occur on or about the Operator's bus.
- B. Any disturbances, ejections or arrests that take place on the Operator's bus.
- C. All observed accidents involving other Authority vehicles.
- D. Any injury(ies) sustained while on duty and any observed injury(ies) sustained by other on-duty Authority employees.

A complete written report must be submitted to Dispatch as soon as possible after reporting the occurrence. The written report must be filed before the Operator leaves for the day.

An Operator will be paid thirty (30) minutes for completing an accident/incident report.

SECTION 3

The Safety/Security Officer or any Supervisor will assist any employee who requests assistance in preparing accident reports, drawings, etc., that may be needed to convey a complete representation of the occurrence. The employee may review all or any documentation in connection with an accident/incident report pertaining to that employee upon request.

SECTION 4

The Union and employees agree to fully cooperate with all officials and/or representatives of the Authority in all matters relating to the settlement of such occurrences.

SECTION 5

The Authority agrees to furnish bus Operators with Assault and Battery Insurance until the expiration of the current policy ending December 31, 2006. The employee will be responsible for paying the first \$.50 of the monthly premium and the Authority will pay any additional amount of monthly premium over \$.50. Assault and Battery insurance shall not be furnished after the expiration of the current policy.

ARTICLE 28 - GROUP HEALTH INSURANCE

SECTION 1

Specific benefits are delineated in the Authority's healthcare Certificate of Coverage and shall be available through the Human Resources Department. The Union will be notified prior to any plan changes.

SECTION 2

Full-time employees will be eligible to participate in the group health insurance program one hundred twenty (120) days from the employee's date of hire.

SECTION 3

The Authority agrees to provide to each active full-time employee the following group insurance plans:

- A. Health Insurance - The Authority agrees to maintain a group health plan, which, at minimum, provides basic coverage. The Authority further agrees to provide an individual health insurance benefits program to all full-time employees. The Authority will pay 100% of the health insurance premiums for employee only coverage.

Employees may elect coverage other than the HMO Employee Only Coverage offered by the Authority. Employees shall be responsible for any difference in the actual monthly cost of the premium and the Authority's contribution.

Employees shall have the option of dependent coverage as defined in the Authority's healthcare Certificate of Coverage whereby the same insurance coverage provided the employee shall be extended to the employee's dependents. The Authority will pay ~~67.7%~~ of the health insurance premiums for dependent coverage in year 1 and 69.1% of the health insurance premiums for dependent coverage ~~in year 2 and 3.~~

Correct/redefine "dependent coverage" to mean those persons eligible for coverage according to their relationship to the bargaining unit employee, other than the employee, as opposed to the current definition of "family," i.e., employee and dependent coverage. This expanded definition of

dependents eligible for coverage shall include the employee's spouse and all biological, foster, adopted and step-children.

- B. Life Insurance - The Authority will provide life insurance coverage equal to 100% of each employee's annual earnings at no cost to the employee.
- C. Long Term Disability - The Authority will provide a Long Term Disability Plan for an amount of coverage equal to 60% of the employee's monthly salary as provided by the disability carrier.
- D. Short Term Disability - The Authority will make a reasonable attempt to make available short-term disability insurance to be paid by the employee.

SECTION 4

Where allowable under the group insurance plans provided by the Authority, retirees shall be permitted to continue participation in the group insurance provided by the Authority.

Employees with at least ten (10) years vesting in the Amalgamated Transit Union Local 1596 Pension Plan, and who meet the Federal requirements for retirement, but are not eligible for Medicare benefits, may remain in the LYNX group health insurance plan. The Authority will contribute a percentage of the cost equal to the HMO Employee Only Coverage according to the following schedule:

Years of Service	Contribution Rate
10 - 14	60% of Employee Only Coverage
15 - 19	75% of Employee Only Coverage
20+	100% of Employee Only Coverage

Should the retiree who has less than ten (10) years of service choose to continue his current coverage at termination, the retiree will be responsible for paying both the employee and employer share over and above the previously stated contribution.

ARTICLE 29 - CDL LICENSE

SECTION 1

The Authority will reimburse transportation and maintenance employees for the renewal of their basic CDL License and required endorsements.

New employees are not eligible for reimbursement until after one year of continuous employment. New employees who begin their employment with a permit will not be reimbursed for a new license. Reimbursement is for the CDL Class B license and required endorsement(s) renewal only.

SECTION 2

The Authority shall have the right to exempt any employee from the requirement to maintain a CDL License in special circumstances. The Authority shall have the right to reassign an employee to a position that does not require a CDL License, when and where appropriate.

ARTICLE 30 - PENSION PLAN

SECTION 1

The Authority and/or the Union shall have the right to require that any improvements or modifications of pension benefits be approved through the collective bargaining process prior to their implementation. Except as specifically provided in Section 2 of this Article, nothing in this Agreement or the Pension Plan documents shall be deemed a waiver of either party's right to collectively bargain over pension benefit changes.

In order for the Authority to fulfill its obligation to participants in the pension plan, the Authority shall have the right to conduct, on an annual basis, an audit of the pension plan for qualification, administrative and document compliance. The Pension Board of Trustees shall provide or make available all documents, records, personnel and consultants for this purpose. The Pension Board of Trustees will be advised, in writing, of any such items or procedures not in complete compliance with any applicable statutes, regulations or applicable guidance; in return the Pension Board of Trustees will correct any such items or procedures within ninety (90) days of notice.

In addition, the Authority and ATU Local 1596 shall require the Pension Board of Trustees to submit the pension plan document to the Internal Revenue Service for a determination letter within ninety (90) days of the ratification of this Agreement and to obtain a determination letter that the pension plan is qualified under the Internal Revenue Code. The Pension Board of Trustees shall also continue to obtain determination letters on a timely basis in accordance with Internal Revenue Service procedures and guidance.

The Authority agrees to provide certain past service benefits, funding and distribution of such benefits in a defined benefit pension plan for employees who are members of the bargaining unit, in accordance with Addendum A of the Amalgamated Transit Union 1596 Pension Plan (the "Pension Plan").

SECTION 2

Both the employees who are participants in the defined benefit pension plan and the Authority shall make minimum contributions based on the employee's gross wages according to the following schedule:

Any increase or decrease in the employer state-mandated contributions over and above the ~~9.75%~~ ~~8%~~ 9.75% employer contribution listed above after October 1, 2004, will be shared pro rata between the employer and the employee based on the ratio set forth above (~~65%~~ ~~50%~~ ~~60%~~ 65% for the Authority and ~~35%~~ ~~50%~~ ~~40%~~ 35% for the employee). Such contributions are irrevocably contributed to the pension plan and all of the funds shall be used to provide benefits to the participants, in the plan, pursuant to the terms of the plan and applicable law and regulations.

SECTION 3

The Union agrees that it will not pursue membership in the Florida Retirement System during the term of this Agreement. If the participants in the plan shall be placed under or become part of the Florida Retirement System, the defined benefit plan will be terminated effective as of the date a contribution is first made to the Florida Retirement System. The contribution obligation of the parties under this Agreement shall terminate at such time. The entire Collective Bargaining Agreement shall be reopened in its entirety upon such event.

SECTION 4 - Deferred Retirement Option Plan (DROP)

The Pension Fund shall establish a Deferred Retirement Option Plan (DROP). Pursuant to the DROP, eligible plan participants may, in accordance with the terms and conditions established in the plan document, elect to retire, and have their pension payments made into a DROP account. The DROP shall be available in accordance with the terms established by the Pension Fund trustees. In order to participate in the DROP, a plan participant must be eligible for retirement, whether early or normal.

Upon a Participant's election to participate in the DROP, he shall cease to be a Participant and shall no longer accrue any benefits under the Pension Fund. For all Fund purposes, the Participant becomes a Retirant. The amount of credited service and final average salary freeze as of the date of entry into the DROP. The DROP participant shall no longer contribute any portion of his salary to the ATU Local 1596 Pension Plan, nor shall the employer make any contributions to the ATU Local 1596 Pension Plan on behalf of the participant after the participant enters the DROP.

The Total Time of Participation in the DROP Shall Not Exceed Sixty (60) Months.

If an employee does not terminate employment at the end of participation in the DROP, interest credits shall cease on the current balance and on all future DROP deposits. No payments will be made from DROP until the employee terminates employment as a bargaining unit employee.
Amounts Payable upon Election to Participate in DROP

Monthly retirement benefits that would have been payable had the Participant terminated employment as a bargaining unit employee and elected to receive monthly pension payments will be paid into the DROP and credited to the Retirant. Payments into the DROP will be made monthly over the period the Retirant participates in the DROP, up to a maximum of sixty (60) months.

Upon termination of employment, participants in the DROP will receive the balance of the DROP account in accordance with the rules established by the Board of Trustees. A bargaining unit employee who becomes a non-bargaining unit employee within the Authority, and who has elected to participate in the DROP while still a bargaining unit employee, may continue to participate in the DROP after leaving employment in the bargaining unit in accordance with the rules established by the Board of Trustees. This Participant shall have the option to continue employment as a non-bargaining unit employee after completion of up to sixty (60) months in the DROP.

SECTION 5

- 1) Employees hired after January 1, 2013 shall not be eligible to participate in the Pension Plan. Instead, they ~~will be eligible to~~ participate in the LYNX Defined Contribution Plan (The "Contribution Plan"). Any changes to the Contribution Plan after its implementation shall be negotiated by the parties.
- a) The Contribution Plan document will be drafted by an Attorney for the Authority.
- b) The following provisions shall be applied:
- i. The Authority shall contribute a minimum 6% to the employee's contribution plan;
 - ii. Employees shall have an option of contributing an additional amount as set by Federal Regulations of which the Authority shall match at the rate of 50-cents-on-the-dollar the employee's contribution of 1%, 2% or 3%;
 - iii. The costs to draft this Plan will be borne by the Authority;
 - iv. The Authority and the Union will have equal representation on the Contribution Plan Board of Trustees;
 - v. Any changes to the contribution amounts shall be negotiated by the Authority and the Union.

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M&A 10-11-12*

- 3) All additional costs to the Pension Plan beyond the maximum ~~5.98%~~ 5.70% contribution made by any individual employee (based upon the assumptions contained in the October ~~10~~ 1, 2010 2011 Actuarial Analysis) as a direct consequence of new employees being transferred to the Contribution Plan shall be paid by the Authority.

ARTICLE 31 - WAGES

SECTION 1

Wages will be paid according to the following schedule:

~~Year 1 – 2% increase for employees at the top wage rate effective the first full pay period of October 2006 and 2% in April 2007.~~

- 1) Effective October 1, 2012 following ratification by the Union and approval by the LYNX Board, all employees in wage progression will receive a one-time step increase based upon current top wage set forth in Article 31, Section I of the Labor Agreement between the parties, effective January 18, 2007 through September 30, 2009 (which is set forth below, in Box "A").
- 2) *and M&A 10-1-12*
Employees at current top wage rates will receive .20-cent per hour increases on October 1, 2012 and April 30, 2013, which shall not increase the current top wage rates until September 30, 2013, at which time the top wage rates shall be increased to reflect the additional total of .40-cents per hour (which is set forth below in Box "B"). At that time (i.e., September 30, 2013), all employees in pay progression will be adjusted to reflect the new top wage rate within their then-current step.
- 3) Any employee in the 92% (Operation) or 95% (Maintenance) pay progression moving into the top rate pursuant to subsection (1) above, shall also receive the two .20-cent per hour increases that employees already in the top wage rate are receiving.

~~Year 2 – 4% only for employees at the top wage rate in each job classification in the first full pay period in October 2007. Wage Article re-opener.~~ *and progression M&A 10-1-12*

~~Year 3 – 4% only for employees at the top wage rate in each job classification in the first full pay period in October 2008. Wage Article re-opener.~~ *and progression M&A 10-1-12*

TRANSPORTATION AND MAINTENANCE TOP WAGE RATES BY CLASSIFICATION

Box "A"

POSITION	TOP WAGE RATE EFFECTIVE October 1, 2012 to September 29, 2013
Bus Operator	\$19.81
Technician A	\$22.71
Technician B Building and Grounds A	\$21.16
Technician C	\$20.42

Road Ranger	\$16.13
Technician D	\$17.64
Building and Grounds B	\$20.08
Service Island Attendant A	\$16.88
Service Island Attendant B	\$16.34
Buildings and Grounds Keeper	\$14.44
Buildings and Grounds Keeper B	\$12.18

Box "B"	
POSITION	TOP WAGE RATE EFFECTIVE September 30, 2013
Bus Operator	\$20.21
Technician A	\$23.11
Technician B Building and Grounds A	\$21.56
Technician C	\$20.82
Road Ranger	\$16.66
Technician D	\$18.04
Building and Grounds B	\$20.48
Service Island Attendant A	\$17.28
Service Island Attendant B	\$16.74
Buildings and Grounds Keeper	\$14.84
Buildings and Grounds Keeper B	\$12.58

Road Ranger employees shall maintain a rate equal to 80% of the top Tech C rate throughout the term of the contract after they have completed their training period. During the Road Ranger's training, the Road Ranger shall be paid an hourly rate of 80% of the top Tech C rate, less one dollar per hour.

SECTION 2

~~Employees who are not at the top of the wage rate will be in pay progression. If provided for in Section 1, pay Progression (both the move to the next level and the adjustment based on the new top of grade) will be paid for Operators and Technicians in the first full pay period of April in Year 1 and October in Years 2 and 3 as follows:~~

Operators and Technicians

0-12 Months – 70% of top rate in each job classification

(effective immediately following completion of training for Operators)

12-24 Months – 74% of top rate in each job classification

(effective the first full pay period in October following the completion of the probationary period)

25-36 Months – 79% of top rate in each job classification

37-48 Months – 85% of top rate in each job classification

49-60 Months – 92% of top rate in each job classification

thereafter – 100% of top rate in each job classification

~~Service Island Attendants and Building and Groundskeepers classification will be paid according to the following schedule. Progression will be paid in the first full pay period of April in year 1 and October in years 2 and 3.~~

0-6 Months – 80% of top rate in each job classification

7-12 Months – 85% of top rate in each job classification

13-18 Months – 90 % of top rate in each job classification

19-24 Months – 95% of top rate in each job classification

thereafter – 100% of top rate in each job classification

~~During the course of this Agreement, once~~ If an employee obtains top rate for their job classification in progression, then he is eligible for the any rate increase for employees at the top wage rate as set forth in Section 1. as provided for in Section 1.

Pay progression is not automatic or directly tied to service years. Rather, any advancement in pay progression shall be negotiated by the Union and the Authority and provided for in Section 1.

SECTION 3

A Maintenance employee will receive a \$.50 per hour differential when he works 50% or more of his scheduled work from 6:00 p.m. to 6:00 a.m. No differential, paid under this Agreement, will be included as part of an employee's base straight time rate of pay when calculating overtime.

The Authority may, based upon superior experience, place a newly hired technician at any percentage level of any classification. Additionally, the Authority may place a transferring employee at a higher pay rate classification, based upon superior experience.

The Authority expects employees to actively participate in training and an evaluation process during the employee's probationary period. At the completion of the probationary period the employee's performance will be reviewed. The Human Resources Department and the Union will be invited to participate in the review process with Maintenance. The Authority may, based on successful completion of the probationary period and demonstration of superior knowledge and skill, adjust the percentage level of the newly hired employee.

An employee transferring from a higher pay rate classification to a lower pay rate classification will transfer into the position at 90% of the top rate in that new position. After completion of the sixty (60) day probationary period, the employee will then go to the top rate of the new position.

SECTION 4

A "Lead Person" may be designated by the appropriate Supervisor in any of the Maintenance Classifications. A "Lead Person" may give directions to bargaining unit employees while also performing bargaining unit work. A "Lead Person" will have no responsibility for employment decisions or personnel actions such as hiring, firing, transfers, promotions or administration of disciplinary measures. A "Lead Person" shall not assume any duties or responsibilities normally considered to be those of the Authority.

A “Lead Person” shall be paid a \$1.00 premium per hour worked over and above his regular hourly rate.

No overtime will be paid on the \$1.00 premium rate. No differential paid under this Agreement will be included as part of an employee’s base straight time rate of pay when calculating overtime.

SECTION 5

“Transportation Instructors and Maintenance Training Assistants” shall be paid a \$1.00 premium, per hour worked, over and above their regular hourly rate while performing training duties. No overtime will be paid on the \$1.00.

“Line Instructors” shall be paid a \$.75 premium, per hour worked, over and above their regular hourly rate while performing line instructor duties. No overtime will be paid on the \$.75.

No differential paid under this Agreement will be included as part of an employee’s straight time rate of pay when calculating overtime.

Transportation Training Instructors will work a 9-hour shift.

ARTICLE 32 – TRANSPORTATION WORKWEEK

The workweek of all regular full-time Operators will consist of five (5) days with a minimum of eight (8) hours each day or four (4) days with a minimum of ten (10) hours each day. The hours worked shall include all report times or on-duty time required of an employee.

Upon the opening of the LOC, a dedicated shuttle will be provided for operators to and from the LCS to the LOC. A wait time from the LCS will be paid for time in excess of 20 minutes.

ARTICLE 33 - TRANSPORTATION OVERTIME

SECTION 1

In order to meet the stated objectives of providing efficient service to the riding public, it may be necessary from time to time to assign overtime work to Operators who already have completed their workday schedule. Examples of situations where overtime work may be assigned include when a relief Operator fails to make his relief; an assigned Operator misses his assignment or for any reason is not present to make a scheduled "pull out" trip; etc. Whenever, in the Authority's discretion, it is necessary to assign overtime work, Operators will work a minimum of one (1) round trip. A round trip is not to exceed two and one half (2 ½) hours without the Operator's consent.

All off duty Operators (except those on a scheduled vacation, sick leave, or off for some other authorized reason) shall be prepared to work all Special Events requiring the use of fifteen (15) or more buses if so requested by the Authority.

SECTION 2

Overtime payment will be only for actual overtime hours worked. Overtime hours worked in excess of eight (8) hours per day for a five (5) day workweek, or forty (40) hours per week will be paid at a time and one half rate. Overtime worked in excess of ten (10) hours per day, for a four (4) day workweek, or forty (40) hour per week will be paid at a time and one half rate. Court appearances on behalf of the Authority, Union business days, jury duty and military leave will count as part of the usual workweek when calculating overtime.

SECTION 3

Work performed on an Operator's day off will be considered overtime work, and will be paid at a time and one half rate providing the Operator has not "missed" (unless the Operator works a minimum of eight (8) or ten (10) hours, as appropriate on day of "miss"), been out on a holiday, sick leave, on a personal leave of absence, or on a disciplinary suspension during the current workweek.

If an Operator's relief person does not report to the scheduled relief point, the Operator waiting for relief will be required to work a single round trip. A single round trip is not to exceed two and one half (2 ½) hours, without the Operator's consent. If an Operator must work a single

round trip because the Authority did not assign an Operator to relieve the Operator, the Operator will receive double time for all time worked past his regularly scheduled run/shift. The employee causing the relief to be missed will not be eligible for overtime until after working forty (40) hours that week. Extenuating circumstances will be considered for both the Authority and bargaining unit employees.

ARTICLE 34 - PICKING DAYS OFF, RUNS, EXTRA BOARD

SECTION 1

An Operator's days off and runs shall be picked in accordance with that Operator's Division seniority. All LYMMO runs will be packaged. LYNX Operations Center and South Street Division runs will be separated into three (3) groups within each Division. The first group will include all runs with report times prior to 7:00 a.m.(Morning Runs). The second group will include runs with final pull-in times prior to 9:00 p.m. (Midday Runs). The last group will include runs with final pull-in times of 9:00 p.m. or later (Night Runs). Days off will be picked first, within each Run Group, with run picks to follow. Operators will be allowed to pick, within their seniority, any available work within their selected Run Group (including Day Off Relief) or Extra Board slots posted at General Picks. All Day Off Relief runs will be available for selection within each Run Group (Morning, Midday, and Night) and will be posted within one week of the completion of the Division General Pick. The Extra Board slots will not be assigned to a particular Run Group. Operators who pick a piece of work shall remain thereon until the next Division Pick, unless their selected Pick is significantly altered, thirty (30) minutes more or less, or discontinued. In such an event, they will be permitted to retain their run or initiate a Bump Pick if there are four (4) full weeks or more remaining before the next Divisional General Pick. In the event any run(s) is discontinued, a Divisional Bump Pick will occur. When new Divisions are opened or Divisions are closed, a General System-Wide Pick will be conducted for all remaining Divisions. A Divisional Bump Pick will occur only if there are four (4) full weeks or more remaining before the next General Pick. Otherwise, the Operator will be assigned to the Extra Board according to Division seniority. Vacation relief operators shall pick their runs in accordance with the Extra Board Hold-down schedule. The Authority reserves the right to discontinue, add, change and/or alter runs.

New runs instituted after the General Pick shall be worked off the Extra Board. When a run becomes open as a result of an Operator terminating employment with the Authority, that run will be given to the Extra Board to be worked as a hold-down until the next Divisional General Pick.

The designated effective date of the General Pick will coincide with the beginning of the next pay period provided there are five (5) days to process the payroll changes. Individuals interested in picking will be responsible for keeping the Pick administrators informed of where they can be contacted (to specifically include the provision of a current phone number) as the Pick process

progresses. Individuals on vacation, leave of absence, etc., will be contacted by the Union representative conducting the bid, if instructions are on file indicating where and/or how they can be contacted during their absence from LYNX.

SECTION 2

The Authority and the Union shall jointly appoint one representative who will be responsible for the proper administration of the General Picks. The Authority will pay the Union representative(s) actual time worked (or run pay if actual time worked is less than run time on his regular workday) for the preparation and administration of the Pick.

Picking procedures will be developed and implemented mutually between the Authority and the Union. The Picking procedures will be posted at all operational Divisions. The Authority and the Union shall jointly work together to interpret and comply with the Picking procedures.

General Division Picks will take place approximately every three (3) to four (4) months; at least three (3) times each year, including one (1) General System-Wide Pick. Any deviations or exceptions will be taken to Labor Management and each Division Pick shall have an effective date, which coincides with the beginning of a pay period. General Division Picks will begin not less than fifteen (15) days prior to the effective date. A General System-Wide Pick will be conducted at least annually. The time of the Pick is to be agreed upon mutually by the Union and the Authority. The actual Pick sheet shall be posted three (3) days prior to the beginning of the Pick. All runs are to be covered after each Pick.

A copy of the completed Bid will be available at all Division offices, as well as at the LYNX Central Station for the duration of the current bidding process.

Operators will only be paid to train on the specific link(s) selected by the Authority. Operators must receive the Authority's approval to train on a link(s) that has not been specified.

SECTION 3

Provided that the Union can demonstrate, to the Authority, how runs may be improved maintaining their coverage and benefits to everyone; the Authority will then give adequate consideration to the Union's proposed improvements.

SECTION 4

Transportation Training Instructors will not pick a run. Training Instructors will be guaranteed nine (9) hours of pay. Should a Training Instructor return or be moved back to his bus Operator position during a Pick, he shall be positioned where needed as determined by management. Such employee shall work the Extra Board at his hire date seniority level, including days off, until the next Pick commences. Transportation Training Instructors may be placed temporarily in any Division where desired if there is not sufficient training work available.

Training Instructors may be temporarily assigned to any Extra Board in reverse hire date seniority order, no less than five (5) consecutive workdays. Training Instructors who are temporarily assigned to the Extra Board, will retain his scheduled days off.

ARTICLE 35 - EXTRA BOARD RULES

SECTION 1

Extra Board Operators will keep a current telephone number on file in the Dispatch office at all times. Pager numbers are not acceptable.

SECTION 2

Extra Board Operators will have two (2) days off each week. Off days will be picked at Pick time.

New Operators assigned to the Extra Board will be assigned off days by the Transportation Division until the next Pick commences.

SECTION 3

Work will be assigned beginning with the number one (1) Extra Board Operator. When a vacation relief operator is not required to cover an operator on vacation, he will be assigned in seniority on the regular Extra Board. Work will be assigned to the Extra Board by run completion time. The run with the earliest completion time, regardless of the start/split time will be assigned to the number one (1) Extra Board Operator. The number two (2) Extra Board Operator will be assigned the next earliest time, etc.

In no event will an Operator be assigned work without being given a minimum of eight (8) hours off between the completion of that day's work and his report time for the next day's assignment.

Regular runs, report requirements and extra work will be filled before Community Service work is assigned. Operators will be assigned where required after following the above procedures.

Extra Board Operators must report at such time or location as instructed or as shown on the Extra Board Assignment Report. Having reported for duty, Operators must not make themselves unavailable without permission from the Dispatcher.

Extra Board assignments will be displayed no later than 4:00 p.m. After the Board is posted, a Run assignment will not be changed. If a run becomes open after the Board is displayed, that run will be marked open and assigned on the effective day. On occasion, to cover runs that come open after the Board is displayed, Extra Board Operators with a "Report" only time may be assigned a run before or

after his displayed "report time". When this occurs, Operators with a "Report" only time will be notified a minimum of two (2) hours prior to their original "report time". An Operator may be called in to cover the Board when necessary.

At no time will an Extra Board Operator or an Operator who signs up to work his day off be required to remain on duty for more than thirteen (13) hours in a single day, if the Operator works eight (8) hours or less.

Operators who desire to work on their days off must submit an Extra Work Request Slip to the Dispatch Office before 11:00 a.m., the day prior to the day they wish to work.

SECTION 4

When an Extra Board Operator, through an error, is not assigned according to what his position on the Board calls for, and does not receive the pay he would have received had he been assigned correctly, he will be paid the difference between what he was actually paid and what his correct assignment would have paid. In addition, he will be paid at time and one half for all time which he is required to work after the time he would have been due off, or before the time he would have been due to go to work had he been properly assigned. An Extra Board Operator will be paid from the time of reporting until released from duty, but in no event less than three (3) hours for each report. Split runs are one-duty assignments.

SECTION 5

When a run is open for five (5) or more days, the hold-down procedure will begin on the next hold-down cycle, and the senior Operator working the Board, desiring the hold-down, will pick the run, and must retain the run until the hold-down ends or he is successful in picking on a regular assignment.

SECTION 6

Extra Board and Vacation Relief Board Operators will be responsible for picking their Vacation Hold-down and Regular Hold-down Bid Sheet. Operators who do not make arrangements to pick-up their Vacation Hold-down and Regular Hold-down Bid Sheet due to being out on sick leave, vacation leave, or any other leave of absence, will be passed over so that bidding can continue.

SECTION 7

If all Extra Board or Vacation Relief Board Operators reject the hold-down, the operator with the least seniority within the Extra Board or Vacation Relief Board will be assigned the run.

SECTION 8

Runs open as a result of any extended absence, i.e., sick, FMLA, Workers' Compensation, termination, etc. will be picked by the Extra Board. Runs open as a result of vacations will be picked by the Vacation Relief Board. The Vacation Hold-down and Regular Hold-down Bid Sheet will be available for the Extra Board and Vacation Relief Board Operators, no later than Monday before payday. The Extra Board and Vacation Relief Board Operators will then have until 4:00 p.m. on Thursday of the same week to submit their choices to the Dispatcher of his respective Division. The hold-downs will be assigned by seniority. The results will be posted on payday Fridays by the end of the day. Operators who are assigned a hold-down, will assume the off days and runs of the hold-down.

SECTION 9

In the event new Operators are hired during a current Pick period, the existing hold-down Operators (Extra Board only) will be given the opportunity to relinquish the hold-down before the newly hired Operators are assigned work.

ARTICLE 36 - TRANSPORTATION UNIFORMS

The Authority will prescribe the color, material and composition of the uniform. When reporting for work, all Operators will wear the prescribed uniform in a neat and clean condition.

Other than first time operators, the Authority will contribute ~~\$250.00~~ \$270.00 to the cost of the uniforms in each year of the contract. ~~in year 1, \$260.00 in year 2 and \$270.00 in year 3 of the labor contract.~~ Part-time operators, see Item G in Article #39. These amounts will be made available on the Operator's anniversary date. New hire Operators will receive a one time uniform allowance of ~~\$270.00 in year 1, \$280.00 in year 2 and \$290.00 in year 3.~~

Shoes, latex gloves and sun visors will be an allowable expense. Total expense for latex gloves and sun visors shall not be in excess of ~~\$10.00 per year~~ \$20.00 per year. The allowance shall be paid on a reimbursement basis. An original receipt must support documentation.

ARTICLE 37 - PART-TIME TRANSPORTATION

- A. The number of part-time Operators which may be employed will be 15% of the total number of full-time Operators employed.
- B. Part-time Operators will be required to work in one of the following ways:
- one Saturday and one Sunday run
 - three (3) weekday runs, one of which must be a Monday or a Friday
 - any combination of weekend and weekday runs

Part-time Operators can work unlimited days per week but cannot exceed thirty (30) hours maximum per workweek unless there are no full-time operators readily available to work the assignment to prevent disruption of our service to the public.

- C. No full-time Authority employee will automatically be transferred to part-time Operator status. A full-time Operator, who has rendered satisfactory service and resigns his position for legitimate reasons, may be transferred to part-time Operator status if (1) a vacancy exists, and (2) the individual passes the required physical examination(s), without a reduction in his hourly wage rate.
- D. Currently retired employees and future retirees will be given preference as applicants for part-time Operator employment.
- E. New-hire part-time employees will serve a one hundred twenty (120) day probationary period. A part-time Operator who transfers to full-time will be allowed to transfer all probationary time served.
- F. Following successful completion of the probationary period, part-time Operators will accrue seniority, which will apply only within the ranks of part-time Operators.
- G. Part-time Operators will be eligible for employee transportation pass privileges and seventy-five (75%) percent of the standard uniform allowance if working twenty (20) or more hours per week. Part-time Operators working less than twenty (20) hours per week will only be eligible for fifty (50%) percent of the standard uniform allowance. Part-time Operators will have the option of participating in the ~~ATU Local 1596 Collective Bargaining Unit~~ Pension Plan or the Contribution Plan as set forth in Article 30.
- H. Part-time Operators will not be eligible for any fringe benefits (other than those described in Item G), penalty pay provisions or time or pay guarantees applicable to full-time Operators.

- I. Part-time Operators, after successful completion of their probationary period, will be given preference over outside applicants for full-time Operator positions.
- J. Part-time Operators will accrue full-time Operator's seniority (with regard to Picks for runs and Picks for vacations) and full-time benefits (with regard to vacation, sick time, floating holidays, health insurance, etc.) as of their hire date as a full time bus Operator at LYNX.
- K. No full-time Operator who has successfully completed his probationary period will be furloughed until all part-time Operators are furloughed.
- L. Part-time Operators can be used on regular runs, shuttles, community service, Extra Board, floaters, personal days and single vacation days when (1) all full-time Extra Board and all full-time Operators who have requested work on their days off from the OBT, LYNX Operations Center and LYMMO divisions have been exhausted and (2) the part-time Operator's thirty (30) hour per week limit is not exceeded. (Exception) Part-time Operators may be used to fulfill absence requests for floaters or vacation days by full-time Operators.
- M. Part-time Operators will be used on regular runs only when no volunteers have signed up for extra work.
- N. The Authority will comply with the Family and Medical Leave Act of 1993, (29 CFR, Part 825).

ARTICLE 38 - MAINTENANCE GENERAL PICK

SECTION 1

It is agreed that there will be two General Picks each year (December and May). Job Pick sheets on General Picks will be posted at least seven (7) days prior to the start of the next General Pick. The date and time, in which the maintenance employees will Pick their assignment, will be posted on the maintenance bulletin board. An employee who fails to pick on his designated day and time, or had not placed a proxy in the union box, will be assigned the same or the closest days off and shift as he presently has at the time of the bid. Phone calls will only be received by the bid team during the bidding employee's scheduled bid time. Bid team members will not call the bidding employee during the bid process. A copy of the completed Pick will be posted on the maintenance bulletin board for thirty (30) days. If a maintenance employee is out of work for more than thirty (30) days due to illness or injury at the time of the bid, and a specific validated return date for the employee has not been provided to management, the employee will not be eligible to pick.

SECTION 2

Maintenance employees will pick their work shifts, primary job assignments, and days off and vacation, in accordance with maintenance seniority within their classifications, within their respective Division. Upon commencement of a new operations facility or the closure of an existing operations facility, a System-Wide Pick will be conducted annually in all classifications.

SECTION 3

At such times as the Authority deems necessary, the Authority will determine and schedule the number of maintenance employees needed in each classification on each of its work shifts, including the days off on each of its work shifts and post such information on the maintenance bulletin board.

Should conditions necessitate a change in the regular shift of an employee, the Authority will notify the employee and the Union a minimum of five (5) working days before the shift change takes place. This section shall not preclude the Authority's right to effect changes necessitated by bona fide emergencies.

SECTION 4

The Authority agrees that there will be no change in work shifts to prevent the payment of overtime; however, the Authority reserves the right to establish relief shifts and/or reassign personnel to cover vacancies or absences of five (5) days or more.

No Management personnel will replace bargaining unit employees.

SECTION 5

Upon completion of a new employee's training period into the Maintenance Division, a Bump Pick shall be conducted in accordance with established procedures.

ARTICLE 39 - MAINTENANCE WORKWEEK

SECTION 1

The workweek for all full-time employees shall be forty (40) hours per week, consisting of five (5) days of eight (8) hours each, excluding a lunch period not to exceed one half hour. The Authority may, at its discretion, create four (4) day workweeks. When a maintenance employee works a four (4) day workweek shift, this workweek will consist of four (4) days with a ten (10) hour workday, excluding a lunch period not to exceed one (1) hour.

SECTION 2

Maintenance employees and Service Island Attendants shall be given a fifteen (15) minute period at the end of their work shift, for the purpose of removing units from the maintenance bays, cleaning/mopping work areas, storing of the Authority's tools, storing of the employee's tools and toolbox and writing up and coding work orders.

ARTICLE 40 - MAINTENANCE OVERTIME

SECTION 1

Overtime payment will be only for actual overtime hours worked. Overtime hours worked in excess of eight (8) hours per day or forty (40) hours per week will be paid at a time and one half rate.

Court appearances on behalf of the Authority, Union business days, jury duty and military leave will count toward the forty (40) hour workweek when calculating overtime.

SECTION 2

Authorized work performed on off day(s) will be considered overtime work and will be paid at a time and one half rate providing the employee has not been out on a holiday, sick leave, on a personal leave of absence or on a discipline suspension during the current workweek. A minimum of three (3) hours will be paid for call-outs. Call-outs will be rotated among all qualified Facilities Maintenance Technicians. No employee shall work out of his classification, except for a bona fide emergency. Building and Grounds employees called out to work to complete an emergency repair shall be paid at the overtime rate for the time it takes to complete the repair or a minimum of three (3) hours. The minimum requirement of 8 hours per day and 40 hours per week shall not apply to Building and Grounds employees responding to emergency call outs.

SECTION 3

An overtime board shall be established for the Maintenance Division following established procedures.

Scheduled overtime shall be distributed and rotated by seniority as equally as it is practicable among qualified volunteer bargaining unit employees. In the event there are no volunteers, the least senior employee qualified to fill the overtime work shall be assigned the overtime work, provided he has received eight (8) hours of off duty time. No employee shall work out of his classification, except for a bona fide emergency.

Overtime will be distributed equally in each classification.

ARTICLE 41 - MAINTENANCE UNIFORMS

SECTION 1

The Authority shall provide a weekly supply of laundered uniforms for Maintenance employees. The Authority shall also, supply inclement weather gear and nitrile and latex gloves as Labor Management believes are appropriate.

SECTION 2

The Authority will furnish an annual steel toe safety shoe allowance of \$138.00 ~~for~~ to all Maintenance bargaining unit employees, ~~based upon the following contractual schedule:~~

Year 1	—————	\$130.00
Year 2	—————	\$134.00
Year 3	—————	\$138.00

For current employees who have fulfilled their probationary period, the steel toe safety shoe allowance will be made available on October 1st of each contract year. For new employees and those employees still in their probationary period, the steel toe safety shoe allowance will be made available upon successful completion of the probationary period. Steel toe safety shoes are required to be worn while on duty.

This allowance shall be paid on a reimbursement basis. An original receipt must support requests for reimbursement.

Any Maintenance employee who resigns or is discharged from the Agency within ninety (90) days of receiving their shoe allowance will be required to reimburse the Agency the full amount of said reimbursement.

ARTICLE 42 - MAINTENANCE TOOL ALLOWANCE /REIMBURSEMENT

A tool allowance and/or reimbursement, whichever is applicable, will be made available to full time Technician classifications as well as Building and Grounds. Technician classifications and Building and Grounds ~~of will receive \$630.00 for each year of the contract. in year 1 and 2 and \$630.00 in year 3.~~ Road Rangers and Road Ranger Tech C will receive \$600.00 for each year of the contract. for each year of the contract.

To receive reimbursement for tool expenses, employees must provide original receipts for the purchase of tools. Employees will be reimbursed for tools or tool related purchases only. Tools purchased must be used in repair of LYNX vehicles, equipment and/or facilities. A reimbursement will be made to employees, if supported by original receipts, for part of the amount eligible twice a year during the months of February and August or can be reimbursed for the full amount eligible at any time during the year.

New employees will be eligible for a tool allowance upon completion of their probationary period. ~~Subsequent reimbursements, to full-time eligible employees, will take place as stated previously, in each of the contract years.~~

Any Maintenance employee who resigns or is discharged from the Authority within ninety (90) days of receiving their tool allowance will be required to reimburse the Authority the full amount of said reimbursement.

Periodic toolbox inspections will be conducted to verify compliance with established tool lists and will be part of the Maintenance employees' probationary evaluation.

ARTICLE 43 - MAINTENANCE TRAINING

SECTION 1

For training purposes the employee will receive his regular rate of pay. All travel time to and from a training location will be paid at straight time. The Authority may request an employee to change his days off to attend training. If the employee changes his day(s) off to accommodate a training schedule, the employee will receive time and one half pay for working more than forty (40) hours during his regular workweek. Training time will count as part of an employee's regular workweek, for overtime purposes, except for time traveling to and from a training location.

SECTION 2

Maintenance employees serving as full-time Training Assistants will receive a \$1.00 premium per hour. Other employees, who are selected periodically by the Authority to act as Training Assistants, shall be compensated and not be paid less than their regular rate of pay, plus a \$.75 premium per hour, worked, above and beyond their regular rate of pay. In this capacity, training instruction shall consist of Training Assistants providing specific and technical instructions on the different aspects of work related tasks. No pyramiding of premium pay will be allowed.

No overtime will be paid on Training Assistant's premium pay. No differential paid under this Agreement will be included as part of an employee's base straight time of pay when calculating overtime.

SECTION 3

All work related opportunities and training will be offered and conducted in a fair and systematic manner.

SECTION 4

The Authority shall reimburse maintenance employees for any ASE certification testing related to the current job only if the employee passes the certification test.

SECTION 5

Maintenance will develop and implement an Apprentice Training Program for new technicians. Entrance into the Apprentice Training Program will be determined by management in conjunction with Human Resources. Employees selected to participate in the program will be hired into the Technician D classification.

The Apprentice Training Program will also have a committee. Committee members will include training personnel, management/supervision, a Union Representative and a Human Resources representative. Final decisions for changes to the program will remain with the Deputy Chief of Operations for Maintenance.

The program will also consist of four (4) phases of training. Phase I will include vehicle preventive maintenance and wheelchair lift preventive maintenance. Phase II will include foundation brakes, brake air systems, steering and suspension. Phase III will include electrical, hydraulics and pneumatic troubleshooting skills. Phase IV will include engines and transmissions.

Employees are expected to work six (6) months in each of the four (4) phases. This time period may be extended by two (2) months if remedial help is needed to meet minimum standards in Phases III or IV. The time period may be reduced based on superior performance and passing all written tests and hand on assessments within a given Phase. At the end of the six (6) month period of time, the technician participating in the Apprentice Training Program is expected to successfully complete each phase of training. At the completion of Phase IV, technicians will graduate from the program and be promoted to Technician C at full Technician C rate of pay. Following the successful completion of the program, the technician will have seniority for picking shifts.

An employee who fails to complete any phase of training in the prescribed time period with the allowable extension or an employee who receives an overall failure for two (2) consecutive months will be terminated.

In order to effectively correlate the training being delivered with work assignments, technicians working in the Apprentice Training Program will be assigned to shifts by the Maintenance Trainers. Assignment to a location and shift will be for a period of not less than thirty (30) days. At any point during the assignment to a shift, the maintenance trainer may schedule classroom training for the technician with appropriate notification to the employee.

ARTICLE 44 - PART-TIME MAINTENANCE

- A. The Authority may employ up to eleven (11) part-time Maintenance Division employees.
- B. Part-time maintenance employees will be limited to a maximum of thirty (30) hours work per week. The weekly work schedule will be assigned by the Deputy Chief of Operations for Maintenance.
- C. No full-time Authority employee will automatically be transferred to part-time maintenance employee status. A full-time Maintenance Division employee, who has rendered satisfactory service and resigns his position for legitimate reasons, may be transferred to part-time Maintenance Division employee status, without a reduction in their hourly rate, if (1) a vacancy exists, and (2) the individual passes any required physical examination(s).
- D. Currently retired employees and future retirees will be given preference as applicants for part-time Maintenance Division positions.
- E. New-hire part-time employees will serve a one hundred twenty (120) workday probationary period.
- F. Following successful completion of the probationary period, part-time Maintenance Division employees will accrue seniority, which will apply only within the ranks of part-time Maintenance Division employees.
- G. Part-time Maintenance Division employees will be eligible for the standard uniform and employee transportation pass privileges. Part-time Maintenance employees will have the option of participating in the ~~ATU Local 1596 Collective Bargaining Unit Pension Plan~~ or the Contribution Plan as set forth in Article 30.
- H. Part-time Maintenance Division employees will not be eligible for any fringe benefits (other than those described in Item G), penalty pay provisions or time or pay guarantees applicable to full-time employees.
- I. Part-time Maintenance Division employees, after successful completion of the probationary period, will be given preference over outside applicants for full-time Maintenance Division positions. A part-time Maintenance Division employee who applies and is accepted for employment as a full-time employee will accrue full-time Maintenance Division seniority as of date of hire as a full-time Maintenance Division employee.

- J. No full-time Maintenance Division employee who has successfully completed his probationary period will be furloughed until all part-time Maintenance Division employees are furloughed.
- K. The Authority will comply with the Family and Medical Leave Act of 1993, (29 CFR Part 825).

ARTICLE 45 - AGREEMENTS AND UNDERSTANDINGS

All agreements and understandings negotiated between the parties will not be effective until they are reduced to writing and signed by both parties.

ARTICLE 46 - DURATION, MODIFICATION AND TERMINATION OF AGREEMENT

10/1/12 Following Mkt 10/10/12
REC 10-11-12
This Agreement is effective ~~upon the first full pay period following~~ ratification by the employees and approval by LYNX' Board of Directors. This Agreement shall thereafter continue in full force and effect through midnight on the thirtieth (30th) day of September ~~2009~~ 2015, when it shall terminate. This "Agreement" between the Central Florida Regional Transportation Authority, d.b.a. LYNX and Amalgamated Transit Union Local 1596, becomes valid from its effective date and thereafter, from year to year, unless notice is given in writing by certified or registered mail, with a return receipt requested by either party to the other party at least sixty (60) days prior to the expiration date or any anniversary thereafter of intent to modify, change or terminate this Agreement. After receipt of the notice, negotiation shall commence not later than thirty (30) days prior to the expiration date or any anniversary thereafter of this Agreement, and if no Agreement is reached on modification or renewal prior to the expiration of this Agreement, it may be extended by mutual consent. If there is failure to mutually agree on the extension, this Agreement shall be deemed terminated without further notice.

This Contract constitutes the sole and entire agreement between the parties hereto and supersedes all prior agreements, oral or written, expressed or implied, or practices between the Authority, the Union and the Authority's employees, and expresses all obligations of, and restrictions imposed on, the Union and the Authority and its employees during its term.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed in his respective names by his respective representatives, thereunto duly authorized.

by: Buddy Dyer – Chairman
CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY



by: John M. Lewis, Jr. – Chief Executive Officer
CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY



by: Normand Audet - President/Business Agent
AMALGAMATED TRANSIT UNION,
LOCAL 1596

Witness

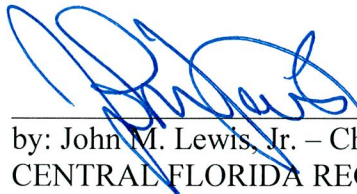



Witness




Witness


I recognize that a Tentative Agreement was reached between the Parties, CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY, and AMALGAMATED TRANSIT UNION, LOCAL 1596, on this date, October 11, 2012, as signified by my signature below:

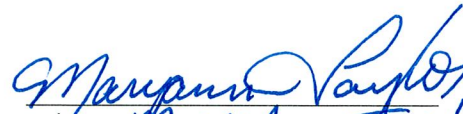

by: John M. Lewis, Jr. – Chief Executive Officer
CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY


by: Edward L. Johnson – General Manager
CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY


Print: NORMAN G. AUDET


Print: Micheal A. Dickens


Print: Jeff Rushing


Print: MaryAnn Taylor


Print: Christine Saint Louis


Print: FRANKE LUNA

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: Preliminary Monthly Financial Reports - September 30, 2012

Date: 11/8/2012

Please find attached the preliminary monthly financial report for the twelve months ending September 30, 2012. LYNX' Preliminary Balance Sheets, Statement of Revenues, Expenses, and Changes in Net Assets (Operating Statement) for the twelve months ending September 30, 2012 reflect total revenue earned in the amount of \$114,048,772 and total expenses incurred in the amount of \$111,561,779 resulting in a net operating profit of \$2,486,993.

- Fixed route, Vanpool, and NeighborLink services resulted in an operating profit of \$3,251,592 for the twelve months of the fiscal year.
- Paratransit services resulted in an operating loss of \$(764,599) for the twelve 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 124% of the budgeted amount year-to-date, and are 129% above the budget amount for the month of September. LYNX' ridership continues to increase into the new fiscal year. Ridership is up by 5.11 % year-over-year as of September 30, 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 September 2012 and year-to-date is higher than anticipated. Actual revenues through September 2012 for advertising on buses, shelters, and in-kind (trade) transactions are \$1,089,045, \$57,446, 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 September 2012, LYNX in seventy-seven percent (87%) of the total monthly purchases, resulting in cap (LYNX locked) prices higher than the future (float) prices. At this time, LYNX is 5% above the

budget year-to-date, which is primarily due to a higher than anticipated fuel consumption for LYNX' services. In the month of September, LYNX paid an average price of \$3.32 (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 September 2012 was \$3.79 (net), which is an indication of potential increases in the price of fuel for LYNX throughout the year. LYNX is currently \$604,795 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 September 30, 2012. In addition, expenses related to materials and supplies, security and contact maintenance services, leases, and other miscellaneous expenses are less than budgeted.

Professional services related to various planning projects and the "Public Awareness and Multidiscipline Training", "Fast Track Training", and other training grant programs are also less than anticipated. Casualty and liability insurance expenses are under budget due to the timing of the settlement of several outstanding claims anticipated for the year.

Paratransit Operations:

The operating loss from Paratransit operations is related to the higher trips and taxi services than anticipated as of September 2012. Also, 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 September 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 \$3.12 (net) per gallon. The national unleaded fuel price for the month of September 2012 was \$3.59 (net). This is an indication of an anticipated increase in the price of fuel for LYNX throughout the year. However, the year-to-date purchased transportation costs are lower than the amounts budgeted. An analysis follows:

ACCESS LYNX			
FY2012	Trips (Year-to-Date)	Blended Trip Rate	Costs
Actual (with est.)	658,770	\$29.62	\$19,513,267
Budget (rounding)	597,888	\$30.70	\$18,359,296
Excess Trips/Costs	60,882	\$ (1.08)	\$ 1,153,971

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY
PRELIMINARY
BALANCE SHEETS
SEPTEMBER 30, 2012 AND 2011
(UNAUDITED)

	2012	2011
ASSETS		
CURRENT ASSETS:		
Cash and cash equivalents	\$ 27,886,535	\$ 25,826,999
Receivables:		
Local, trade and operating assistance	2,266,389	2,993,828
Federal grants	8,886,490	13,146,568
State grants	5,469,206	5,333,415
Inventory	1,656,239	1,388,450
Prepaid expenses and other assets	323,217	284,056
Restricted cash and cash equivalents	4,408,416	1,094,298
Deferred outflow of resources	612,600	612,600
Total current assets	51,509,092	50,680,214
NONCURRENT ASSETS:		
Restricted cash and cash equivalents	4,195,063	4,195,063
Property and equipment:		
Land	8,571,465	8,571,465
Buildings and shelters	88,874,190	89,286,041
Revenue vehicles	106,910,786	108,844,847
Furniture, Fixtures & Equipment	23,396,311	21,900,200
Leasehold improvements	-	-
Total property and equipment	227,752,752	228,602,553
Less: accumulated depreciation	(110,777,090)	(100,461,032)
Construction in progress	12,827,350	11,285,722
Net property and equipment	129,803,012	139,427,243
Other assets	-	-
Total noncurrent assets	133,998,075	143,622,306
TOTAL ASSETS	\$ 185,507,167	\$ 194,302,520

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY
PRELIMINARY
BALANCE SHEETS
SEPTEMBER 30, 2012 AND 2011
(UNAUDITED)

	2012	2011
LIABILITIES AND NET ASSETS		
CURRENT LIABILITIES:		
Accounts payable	\$ 6,040,014	\$ 9,451,628
Accrued salaries and related taxes	2,502,988	2,185,931
Accrued compensated absences	3,575,926	3,575,926
Accrued self-insurance liability, current	1,835,748	1,835,748
Leases payable, current	1,175,754	1,130,548
SIB loans payable, current	751,297	736,565
Deferred operating revenue	527,858	134,619
Deferred capital	3,871,666	557,548
Deferred inflow of resources	612,600	612,600
	20,893,851	20,221,113
NONCURRENT LIABILITIES:		
Leases payable, long-term	1,222,768	2,398,522
Loans payable	7,413,500	8,164,797
Accrued self-insurance liability, long-term	3,571,896	3,571,896
	12,208,164	14,135,215
Total liabilities	33,102,015	34,356,328
NET ASSETS:		
Invested in capital assets, net of related debt	121,640,887	131,097,480
Restricted	536,750	536,749
Unrestricted	30,227,515	28,311,963
	152,405,152	159,946,192
TOTAL LIABILITIES AND NET ASSETS	\$ 185,507,167	\$ 194,302,520

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY
PRELIMINARY
STATEMENT OF REVENUES AND EXPENSES
FOR THE MONTH OF SEPTEMBER 2012 AND THE TWELVE MONTHS ENDED SEPTEMBER 30, 2012
(UNAUDITED)

	Year to Date			Month of September		
	Budget	Actual	%	Budget	Actual	%
OPERATING REVENUES						
Customer Fares	\$ 23,269,789	\$ 28,624,455	123%	\$ 1,939,150	\$ 2,483,310	128%
Contract Services:						
Local Financial Assistance	7,446,887	7,409,177	99%	620,574	610,429	98%
Other Contractual Services	10,632,613	8,870,864	83%	846,206	742,751	88%
Advertising	1,105,000	1,146,491	104%	92,081	65,807	71%
Other Operating Income	430,244	409,837	95%	39,066	42,608	109%
Total Operating Revenues	42,884,533	46,460,824	108%	3,537,077	3,944,905	112%
NONOPERATING REVENUES						
Operating assistance grants:						
Federal	750,000	750,000	100%	62,500	62,500	100%
State of Florida	9,121,465	9,021,602	99%	761,907	751,800	99%
Local	37,994,046	38,120,119	100%	3,158,671	3,176,672	101%
Planning and other assistance grants:						
Federal - Commuter Rail Project	-	-	0%	-	-	0%
Federal - Other	20,334,185	18,189,966	89%	1,706,859	1,454,834	85%
State of Florida - Commuter Rail Project	-	-	0%	-	-	0%
State of Florida - BRT Circulator Project	-	-	0%	-	-	0%
State of Florida - Other	1,625,349	1,481,304	91%	135,905	97,026	71%
Local Matching - BRT Circulator Project	-	-	0%	-	-	0%
Local Matching - Other	-	-	0%	-	-	0%
Interest Income	150,000	51,877	35%	12,500	4,308	34%
Gain / (Loss) on Sale of Assets	-	(26,920)	N/A	-	-	N/A
Total Nonoperating Revenues	69,975,045	67,587,948	97%	5,838,342	5,547,140	95%
Total Revenues	112,859,578	114,048,772	101%	9,375,419	9,492,045	101%
OPERATING EXPENSES						
Salaries and Wages	39,232,035	38,257,862	98%	3,243,657	3,159,112	97%
Fringe Benefits	22,555,497	21,072,980	93%	1,944,131	1,691,060	87%
Purchased Transportation Services	18,519,318	20,812,721	112%	1,401,826	1,875,982	134%
Fuel	15,183,795	16,381,966	108%	1,265,311	1,414,480	112%
Other Materials and Supplies	5,876,777	6,121,878	104%	490,029	503,934	103%
Professional Services	3,036,572	1,333,558	44%	251,556	84,801	34%
Other Services	4,300,218	3,223,045	75%	323,560	284,320	88%
Lease and Miscellaneous Expenses	900,458	668,629	74%	79,599	49,205	62%
Casualty and Liability Insurance	2,113,269	1,640,385	78%	176,111	134,262	76%
Utilities	1,337,354	1,316,318	98%	111,511	106,154	95%
Taxes and Licenses	414,137	493,926	119%	34,510	31,067	90%
Interest Expense	238,511	238,511	100%	5,520	18,009	326%
Total Operating Expenses	113,707,941	111,561,779	98%	9,327,321	9,352,386	100%
OPERATING GAIN / (LOSS)	\$ (848,363)	\$ 2,486,993	N/A	\$ 48,098	\$ 139,659	290%

**CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY
FIXED-ROUTE, VANPOOL AND PICK-UP LINE SEGMENT
PRELIMINARY**

**STATEMENT OF REVENUES AND EXPENSES
FOR THE MONTH OF SEPTEMBER 2012 AND THE TWELVE MONTHS ENDED SEPTEMBER 30, 2012
(UNAUDITED)**

	Year to Date			Month of September		
	<u>Budget</u>	<u>Actual</u>	<u>%</u>	<u>Budget</u>	<u>Actual</u>	<u>%</u>
OPERATING REVENUES						
Customer Fares	\$ 21,818,915	\$ 26,991,541	124%	\$ 1,818,243	\$ 2,340,863	129%
Contract Services:						
Local Financial Assistance	7,446,887	7,409,177	99%	620,574	610,429	98%
Other Contractual Services	2,425,736	680,968	28%	202,148	26,918	13%
Advertising	1,105,000	1,146,491	104%	92,081	65,807	71%
Other Operating Income	<u>430,244</u>	<u>409,837</u>	95%	<u>39,066</u>	<u>42,608</u>	109%
Total Operating Revenues	<u>33,226,782</u>	<u>36,638,014</u>	110%	<u>2,772,112</u>	<u>3,086,625</u>	111%
NONOPERATING REVENUES						
Operating assistance grants:						
Federal	750,000	750,000	100%	62,500	62,500	100%
State of Florida	9,121,465	9,021,602	99%	761,907	751,800	99%
Local	27,103,910	27,229,983	100%	2,251,163	2,269,159	101%
Planning and other assistance grants:						
Federal - Commuter Rail Project	-	-	0%	-	-	0%
Federal - Other	18,534,185	16,311,034	88%	1,556,859	1,304,834	84%
State of Florida - Commuter Rail Project	-	-	0%	-	-	0%
State of Florida - BRT Circulator Project	-	-	0%	-	-	0%
State of Florida - Other	1,580,349	1,481,304	94%	129,479	97,026	75%
Local Matching - BRT Circulator Project	-	-	0%	-	-	0%
Local Matching - Other	-	-	0%	-	-	0%
Interest Income	150,000	51,877	35%	12,500	4,308	34%
Gain / (Loss) on the Sale of Assets	<u>-</u>	<u>(26,920)</u>	N/A	<u>-</u>	<u>-</u>	0%
Total Nonoperating Revenues	<u>57,239,909</u>	<u>54,818,880</u>	96%	<u>4,774,408</u>	<u>4,489,627</u>	94%
Total Revenues	<u>90,466,691</u>	<u>91,456,894</u>	101%	<u>7,546,520</u>	<u>7,576,252</u>	100%
OPERATING EXPENSES						
Salaries and Wages	38,885,947	37,892,676	97%	3,214,408	3,128,450	97%
Fringe Benefits	22,335,441	20,859,987	93%	1,925,629	1,671,538	87%
Purchased Transportation Services	1,463,197	1,220,522	83%	133,260	102,576	77%
Fuel	12,991,283	13,596,078	105%	1,082,604	1,157,247	107%
Other Materials and Supplies	5,849,777	6,119,426	105%	487,779	503,909	103%
Professional Services	2,700,802	1,221,491	45%	223,577	73,503	33%
Other Services	4,094,258	3,060,112	75%	306,399	284,320	93%
Lease and Miscellaneous Expenses	884,034	659,698	75%	78,228	48,930	63%
Casualty and Liability Insurance	2,113,269	1,640,385	78%	176,111	134,262	76%
Utilities	1,284,007	1,259,854	98%	107,064	103,648	97%
Taxes and Licenses	377,328	436,562	116%	31,444	35,758	114%
Interest Expense	<u>238,511</u>	<u>238,511</u>	100%	<u>5,520</u>	<u>18,009</u>	326%
Total Operating Expenses	<u>93,217,854</u>	<u>88,205,302</u>	95%	<u>7,772,023</u>	<u>7,262,150</u>	93%
OPERATING GAIN / (LOSS)	\$ <u>(2,751,163)</u>	\$ <u>3,251,592</u>	N/A	\$ <u>(225,503)</u>	\$ <u>314,102</u>	N/A

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY
PARATRANSIT SEGMENT
PRELIMINARY
STATEMENT OF REVENUES AND EXPENSES
FOR THE MONTH OF SEPTEMBER 2012 AND THE TWELVE MONTHS ENDED SEPTEMBER 30, 2012
(UNAUDITED)

	Year to Date			Month of September		
	Budget	Actual	%	Budget	Actual	%
OPERATING REVENUES						
Customer Fares	\$ 1,450,874	\$ 1,632,914	113%	\$ 120,907	\$ 142,447	118%
Contract Services:						
Local Financial Assistance	-	-	0%	-	-	0%
Other Contractual Services	8,206,877	8,189,896	100%	644,058	715,833	111%
Advertising	-	-	0%	-	-	0%
Other Operating Income	-	-	0%	-	-	0%
Total Operating Revenues	<u>9,657,751</u>	<u>9,822,810</u>	102%	<u>764,965</u>	<u>858,280</u>	112%
NONOPERATING REVENUES						
Operating assistance grants:						
Federal	-	-	0%	-	-	0%
State of Florida	-	-	0%	-	-	0%
Local	10,890,136	10,890,136	100%	907,508	907,513	100%
Planning and other assistance grants:						
Federal - Commuter Rail Project	-	-	0%	-	-	0%
Federal - Other	1,800,000	1,878,932	104%	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	45,000	-	N/A	6,426	-	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>12,735,136</u>	<u>12,769,068</u>	100%	<u>1,063,934</u>	<u>1,057,513</u>	99%
Total Revenues	<u>22,392,887</u>	<u>22,591,878</u>	101%	<u>1,828,899</u>	<u>1,915,793</u>	105%
OPERATING EXPENSES						
Salaries and Wages	346,088	365,186	106%	29,249	30,662	105%
Fringe Benefits	220,056	212,993	97%	18,502	19,522	106%
Purchased Transportation Services	17,056,121	19,592,199	115%	1,268,566	1,773,406	140%
Fuel	2,192,512	2,785,888	127%	182,707	257,233	141%
Other Materials and Supplies	27,000	2,452	9%	2,250	25	1%
Professional Services	335,770	112,067	33%	27,979	11,298	40%
Other Services	205,960	162,933	79%	17,161	-	N/A
Lease and Miscellaneous Expenses	16,424	8,931	54%	1,371	275	20%
Casualty and Liability Insurance	-	-	0%	-	-	0%
Utilities	53,347	56,464	106%	4,447	2,506	56%
Taxes and Licenses	36,809	57,364	156%	3,066	(4,691)	-153%
Interest Expense	-	-	0%	-	-	0%
Total Operating Expenses	<u>20,490,087</u>	<u>23,356,477</u>	114%	<u>1,555,298</u>	<u>2,090,236</u>	134%
OPERATING GAIN / (LOSS)	<u>\$ 1,902,800</u>	<u>\$ (764,599)</u>	N/A	<u>\$ 273,601</u>	<u>\$ (174,443)</u>	N/A

Monthly Report B: 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: 11/8/2012

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 September 30, 2012, LYNX has encumbered \$25,858,421.83. A total of \$24,346,760.37 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 schedule, general information, and ultimately 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. These discussions will continue at the upcoming FTA/LYNX ARRA quarterly meeting scheduled for November 14. 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 October 10, 2012 and the Milestone Progress Review Federal Financial reports on October 30, 2012. The next quarterly report is due January 10, 2013 for the quarter ending December 31, 2012.

Monthly Report C: Ridership Report

To: LYNX Board of Directors

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

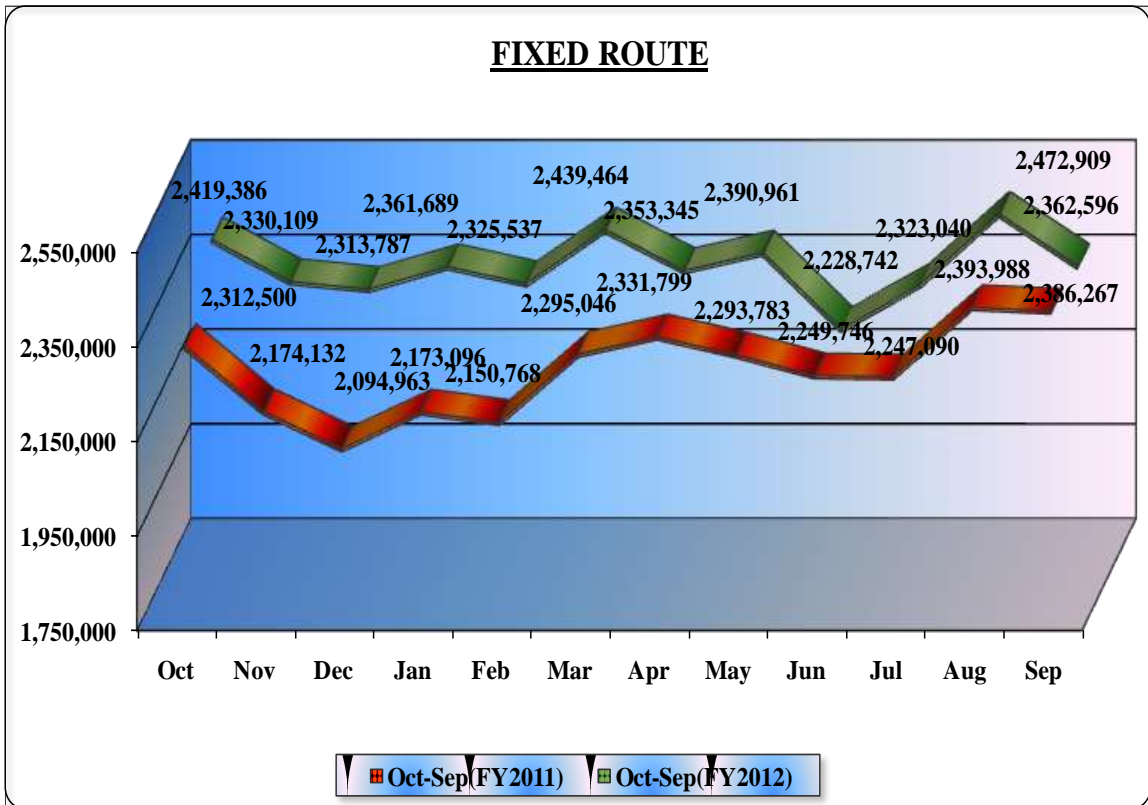
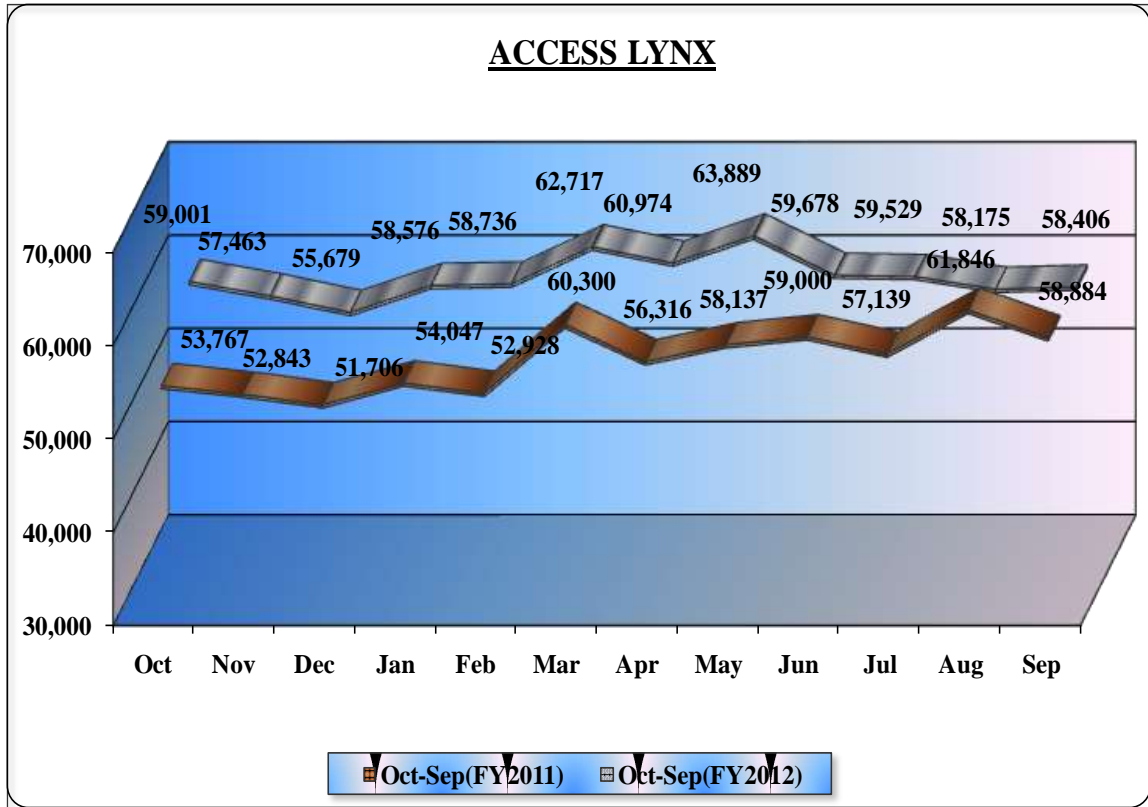
Phone: 407.841.2279 ext: 6009

Item Name: Ridership Report

Date: 11/8/2012

Year to date (October – September) Draft

<i>Service Mode</i>	<i>Oct-Sep(FY2011)</i>	<i>Oct-Sep(FY2012)</i>	<i>% Change</i>
LYMMO	1,014,521	913,623	-9.95%
Fixed Route	25,944,401	27,269,306	5.11%
NeighborLink	144,256	138,636	-3.90%
SUBTOTAL - FIXED ROUTE	27,103,178	28,321,565	4.50%
Special Shuttles	37,236	1,811	-95.14%
ACCESS LYNX	676,913	712,823	5.30%
Van Pool	205,859	200,152	-2.77%
SUBTOTAL - OTHER SERVICES	920,008	914,786	-0.57%
TOTAL ALL SERVICES	28,023,186	29,236,351	4.33%



Average Daily Ridership by Mode

<i>Service Mode</i>	<i>Day</i>	<i>September-11</i>	<i>September-12</i>	<i>% Change</i>
LYMMO	Weekday	3,241	3,246	0.15%
	Saturday	1,327	1,337	0.73%
	Sunday	986	1,076	9.10%
All Other Links	Weekday	88,902	91,323	2.72%
	Saturday	61,886	63,126	2.00%
	Sunday	36,077	37,562	4.12%
Total Fixed Route	Weekday	92,142	94,569	2.63%
	Saturday	63,213	64,463	1.98%
	Sunday	37,063	38,638	4.25%
ACCESS LYNX	Weekday	2,930	3,048	4.05%
	Saturday	1,287	1,382	7.36%
	Sunday	416	423	1.73%
NeighborLink	Weekday	545	500	-8.37%
	Saturday	318	326	2.74%
Van Pool	Weekday	772	617	-20.11%
	Saturday	128	121	-5.63%
	Sunday	132	197	49.24%
TOTAL LYNX SERVICES	Weekday	96,389	98,733	2.43%
	Saturday	64,946	66,292	2.07%
	Sunday	37,611	39,258	4.38%

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	74,803	913,623
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	2,276,670	27,269,306
NeighborLink	12,277	11,967	11,680	11,971	11,863	11,984	11,476	11,900	11,041	10,000	11,354	11,123	138,636
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	2,362,596	28,321,565
Special Shuttles	-	121	1	86	651	348	146	198	4	19	-	237	1,811
ACCESS LYNX	59,001	57,463	55,679	58,576	58,736	62,717	60,974	63,889	59,678	59,529	58,175	58,406	712,823
VanPlan	17,228	16,648	14,962	17,131	17,332	17,985	18,054	16,780	15,782	15,644	17,774	14,832	200,152
SUBTOTAL - OTHER SERVICES	76,229	74,232	70,642	75,793	76,719	81,050	79,174	80,867	75,464	75,192	75,949	73,475	914,786
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	2,548,858	2,436,071	29,236,351
% 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%	-4.5%	-9.9%
Fixed Route	5.8%	8.9%	11.6%	9.4%	8.5%	7.1%	1.4%	4.5%	-0.5%	3.5%	3.4%	-0.8%	5.1%
NeighborLink	5.5%	10.3%	3.5%	-2.0%	-1.5%	-7.9%	-11.8%	2.5%	-8.6%	-7.9%	-12.2%	-12.5%	-3.9%
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%	-1.0%	4.5%
Special Shuttles	-100.0%	-98.4%	-100.0%	-99.6%			186.3%	340.0%	-69.2%				-95.1%
ACCESS LYNX	9.7%	8.7%	7.7%	8.4%	11.0%	4.0%	8.3%	9.9%	1.1%	4.2%	-5.9%	-0.8%	5.3%
VanPlan	4.7%	6.9%	1.1%	0.0%	9.3%	-2.0%	6.7%	-7.2%	-15.0%	-5.7%	-8.9%	-17.7%	-2.8%
SUBTOTAL - OTHER SERVICES	8.5%	-2.1%	-6.1%	-17.8%	11.5%	3.0%	8.0%	6.0%	-2.7%	2.0%	-6.6%	-4.5%	-0.6%
TOTAL ALL SERVICES	4.7%	6.9%	9.9%	7.6%	8.2%	6.2%	1.1%	4.3%	-1.0%	3.3%	3.0%	-1.1%	4.3%
Fiscal Year 2011													
<i>Service Mode</i>	<i>Oct</i>	<i>Nov</i>	<i>Dec</i>	<i>Jan</i>	<i>Feb</i>	<i>Mar</i>	<i>Apr</i>	<i>May</i>	<i>Jun</i>	<i>Jul</i>	<i>Aug</i>	<i>Sep</i>	<i>TOTAL YEAR</i>
LYMMO	102,397	103,140	84,775	79,809	72,642	82,411	82,094	81,526	83,348	78,536	85,554	78,289	1,014,521
Fixed Route	2,198,468	2,060,142	1,998,905	2,081,077	2,066,081	2,199,619	2,236,690	2,200,645	2,154,317	2,157,696	2,295,501	2,295,260	25,944,401
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 D: Planning and Development Report

To: LYNX Board of Directors

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

Phone: 407.841.2279 ext: 6009

Item Name: Planning and Development Report

Date: 11/8/2012

GIS

LYNX and the project team from Trans Systems completed the LYNX' GIS Strategic plan project and presented the results at LYNX' project leadership meeting in September. The final document was provided as an information source for the following projects as Real Time Information System Evaluation and Catalog of Location-based Systems and Data Flows.

LYNX' GIS staff attended the Annual CFGIS Workshop in Daytona Beach FL between September 17th and 18th. LYNX presented on the completed GIS Strategic Plan and TBEST Implementation and Utilization for the Major TDP Update projects.

GIS and Service Planning staff combined their efforts and produced all of the required evaluation and presentation materials for the proposed service changes. The stop information was updated in Trapeze and in the GIS database and the information was provided for updates for Orange County InfoMAP interactive map. The street base-map data was processed for updates in Trapeze PASS system and GIS is coordinating with LYNX IT and MV staff on updating the map for Trapeze OPS applications. GIS staff conducted the necessary analysis to re-evaluate the Urban and Rural area transit services for the past year and a half in regard of the Census 2010 Urban Area boundary changes.

SHELTERS

Given that FY 2012 saw LYNX wrap up spending on ARRA funded shelters, the summary of shelter installs listed below represent a total number of 472 shelters installed during the funding period of ARRA and subsequent associated FY budgets from 2010 to 2012. Since the renewed effort of shelter installations starting in 2008, LYNX has installed in the past 5 fiscal years a total of 604 bus shelters. Going forward, the annual goal is to continue to install approximately 60-80 shelters per year.

Orange County:

Shelters: LYNX installed as a part of FY and ARRA a total of 105 shelters.

Transit Centers/SunRail Stations: LYNX is still in the process of trying to identify a new location for Park Promenade. As part of the SunRail project LYNX will be providing shelters during FY 2013 for the Sand Lake Road station.

Seminole County

Shelters: LYNX installed as a part of FY and ARRA a total of 69 shelters. The ability to install additional shelters during this time within the county was limited by the 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 could be installed within the unincorporated County until the expiration of Signal's contract. Given that FY 2013 is the end of the Signal contract, LYNX is prepared to install shelters once we receive appropriate notice from the county.

Transit Centers/SunRail Stations:

As part of the SunRail project, LYNX will be providing shelters at the Altamonte Springs, Sanford and Lake Mary stations.

Osceola County:

Shelters LYNX installed as a part of FY and ARRA a total of 80 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. Contact was made during November on this issue and an agreement is in the process of being completed.

Permitting for Kissimmee Transfer Center was finished in late October. Approval to award and initiate negotiations is anticipated at the November Board of Director's meeting. Construction is anticipated to be completed by June 2013.

City of Orlando:

Shelters: Shelters LYNX installed as a part of FY and ARRA a total of 219 shelters.

Transit Centers:

LYNX is currently pursuing options for the relocation of the Rosemont Superstop. Preliminary engineering has been programmed for the FY 2013 budget. LYNX is in the process of receiving approval to use remaining ARRA funds to perform a rehabilitation of the passenger waiting area for Colonial Plaza.

ROADWAY PLAN REVIEW.

Orange County Econ Trail Road Widening LYNX is coordinating with the responsible parties for bus stop enhancements and other related items for this project that is set to start construction at the end of October.

Orange Blossom Trail Improvements from SR 408 to SR 50-It has been identified that as part of this project, the fence at our South Street location will have to be moved. This is currently being worked through internally.

JYP Bus Stop Improvements-LYNX approved final sign-off on the bus stop pads and associated sidewalk that Orange County installed along this corridor from approx I-4 to the Osceola County line.

LYMMO EXPANSION PROJECTS

A ground breaking ceremony is planned for November 14th at 2pm at the old Amway parking lot located on Livingston Street adjacent to Bob Carr Performing Arts Centre.

East/West BRT Construction documents were prepared and submitted by PCL on October 9, 2012 for final review and comment. Authorization to approve and execute the Construction Agreement is included on this month's consent agenda. Construction is scheduled to begin November 30, 2012 and complete in October, 2013.

Parramore BRT The Design/Build team submitted 30% plans on October 2, 2012 for review by City and LYNX staff. Additionally, staff has coordinated with FDOT regarding plans for the expansion of I-4 and potential impacts to the BRT. City staff continues to coordinate with LYNX regarding the proposed dedicated lanes on Hughey and Garland. Other meetings have included discussions regarding cost estimates for additional scope items resulting from the additional \$3M in TIGER funds recently awarded to LYNX for the project.

US 192 ALTERNATIVES ANALYSIS

Progress continues on the US 192 Alternatives Analysis. A long list of alternatives was developed considering all reasonably available modes and transit technologies to improve mobility within the study area. The study team developed a methodology to evaluate the alternatives and assess their consistency with the study's goals and objectives. A "first tier" technology screen has eliminated modal technologies that are least consistent with the study area's operating environment and existing right of way; least able to flexibly and effectively connect the key travel origins and destinations; not technically mature and proven for effective passenger transport; discouraging to broad competition by multiple manufacturers and suppliers; and not consistent with the desired short-term (implementation period) and long-term staged solutions (expandability). This first screen was based on primarily qualitative data on each modal technology. The modal technologies emerging from the first screen include Bus, Bus Rapid Transit, Light Rail Transit, and Streetcar. The second screening will incorporate a more comprehensive level of quantitative and qualitative criteria, tied to the goals and objectives, including a range of costs, travel time and potential environmental impacts.

LYNX Board Agenda

On October 2, 2012, LYNX and Osceola County hosted two public open house events to share information and analysis, and solicit feedback. This followed the first round of open house events in June 2012. LYNX has also continued to update the study website, www.us192study.com with the latest news and information concerning the project

Monthly Report E: Communications Report

To: LYNX Board of Directors

From: **Kathy Clary**
 DIRECTOR OF MARKETING COMM
Ro Norman
 (Technical Contact)
Matthew Friedman
 (Technical Contact)
Maria Colon
 (Technical Contact)

Phone: 407.841.2279 ext: 6161

Item Name: Communications Report
 Communications Report

Date: 11/8/2012

Advertising Sales

ADVERTISING SALES	PRELIMINARY SEPTEMBER 2012
Advertising Sales Revenue	\$ 62,500
Net Revenue to LYNX Fiscal Year to Date	\$1,089,045

Website Usage

WEBSITE USAGE	SEPTEMBER 2012	OCTOBER 1-23, 2012
Total Page Views	404,062	300,314
Total User Visits	101,073	76,452

Vanpool Program

VANPOOLS	SEPTEMBER 2012	OCTOBER 2012
Vanpool Participants	490	505*
Total Revenue Miles YTD	1,167,543	93,200**
New Vanpools	0	2
Returned Vanpools	1	2
Current Vans in Service	59	59
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)
	DISNEY(20)	DISNEY(20)
Phone Inquiries	20	12*

*Estimated numbers

** Estimated number. Also note, it is a new FY.

LYNX “Tunes in the Terminal” Concert Series

LYNX performed the final concert in the “Tunes in the Terminal” series. With more than 12 performances, the concerts provided a unique opportunity to both entertain and inform passengers about LYNX presence in the social media world, encourage following on FACEBOOK and signing up for service alerts. An estimated weekly average of 280 people stopped to listen and enjoy the sounds of music while waiting for their bus. The program started on June 28 and concluded on September 27.

Dunkin Donuts Cups of Kindness

On the morning of Sept. 28 Dunkin Donuts was at LCS passing out coffee in recognition of their Cups of Kindness in advance of National Coffee Day (Sept. 29). They handed out 2,000 cups of iced or hot coffee. Real Rock 101.1 (WJRR/Clear Channel) hosted a live remote and gave out promotional material. Both the coffee and the live remote were provided to LYNX at no cost.

LYNX Board Agenda

Dunkin Donuts handled the pre-event promotion and LYNX utilized Twitter and Facebook during the event. LYNX customers enjoyed the free experience and were extremely appreciative.

Orange County Head Start Reading Program

During Oct 15-18, the CEO along with a group of LYNX Chiefs, Directors and Managers participated in the Orange County Head Start Guest Readers Week event. The event was an opportunity for LYNX to serve the community and positively impact the lives of future riders. Participants read to children ages 3 to 5 years old for 10 to 15 minutes at the Oak Ridge YMCA Head Start program in Orlando.

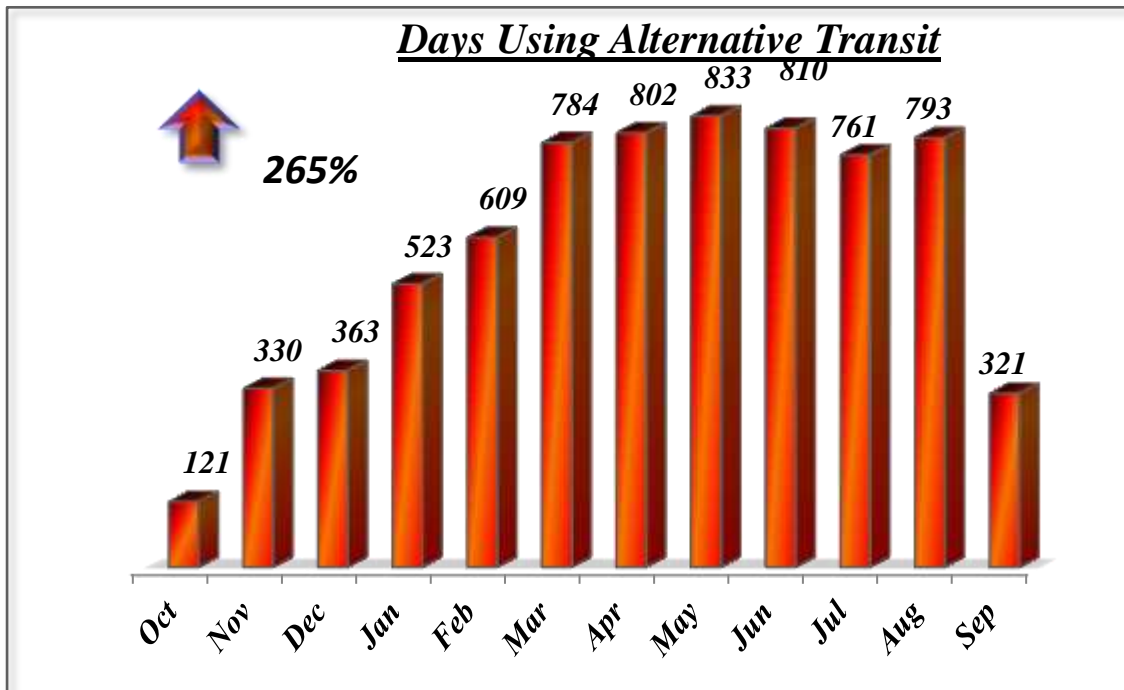
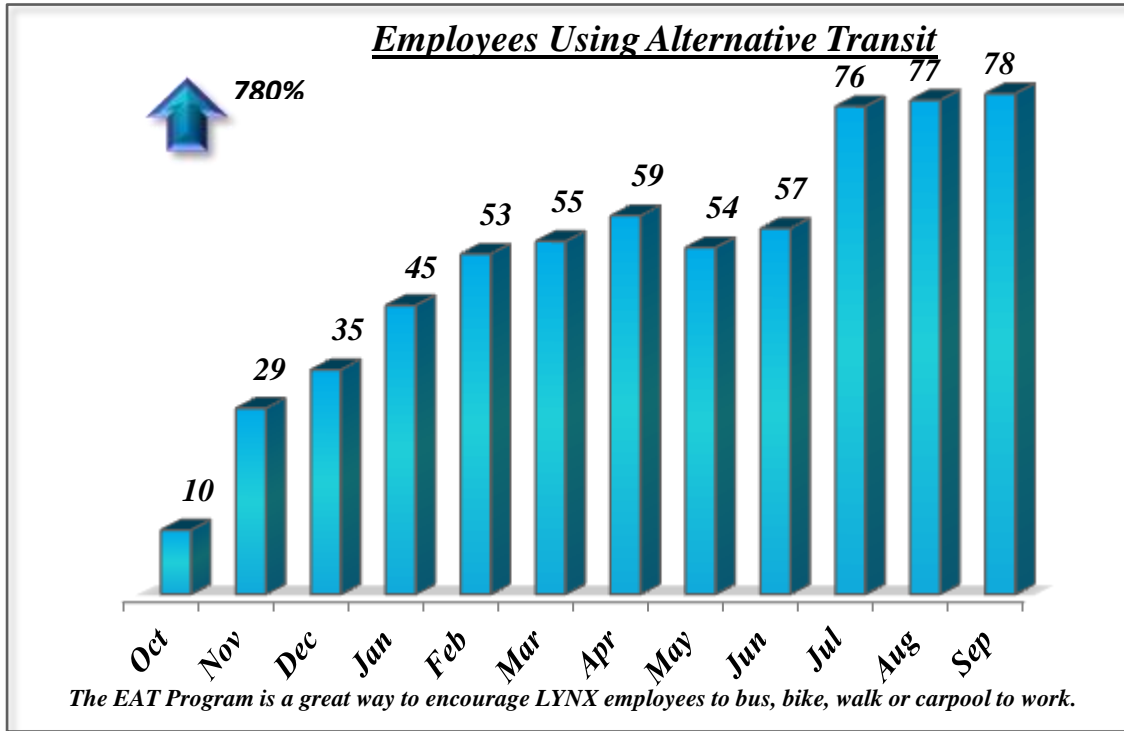
Passion Pride and Performance

On July 28 Road Ranger Mike Cocomazze helped Attorney Tom Olsen reach a safe location after his boat trailer had a flat tire on I-4 eastbound before the Ivanhoe exit. There was only eight (8) inches between the trailer tire and the traffic lane. Once off of I-4, Mike helped Tom unhook the boat and trailer and provided contact information to get a hold of a road ranger the next morning should he need more help. Mike quickly assessed a potentially dangerous situation and displayed extreme passion by following up the next day with the motorist to see if he was doing okay.

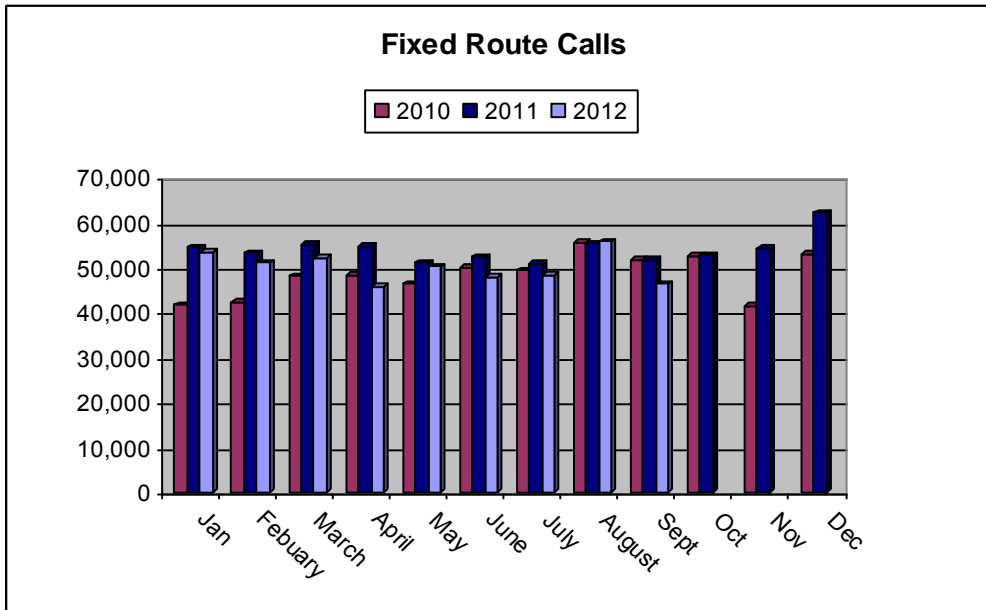
Two LYNX operators exemplified outstanding teamwork Aug. 22, 2012. Operators Alex Ortiz and Jose Monero helped stop an attempted rape. A female was walking down Rio Grande Avenue and was pulled off the road by four attackers. The woman was able to escape, jumped on Alex' bus and told him what had happened. He promised to protect her and did. In the meantime, two attackers gave chase on foot. When they saw her jump on a bus they did as well. They jumped on Jose's bus which was parked in front of Alex' bus. Alex flashed his lights to Jose signaling his bus was broken down. Only it wasn't. It was a decoy to hold up the bus and wait for the police. The police arrived and arrested the men who tried to escape. Alex and Jose stopped a potential horrible situation by using their roadside smarts.

LYNX Employee Alternative Transportation

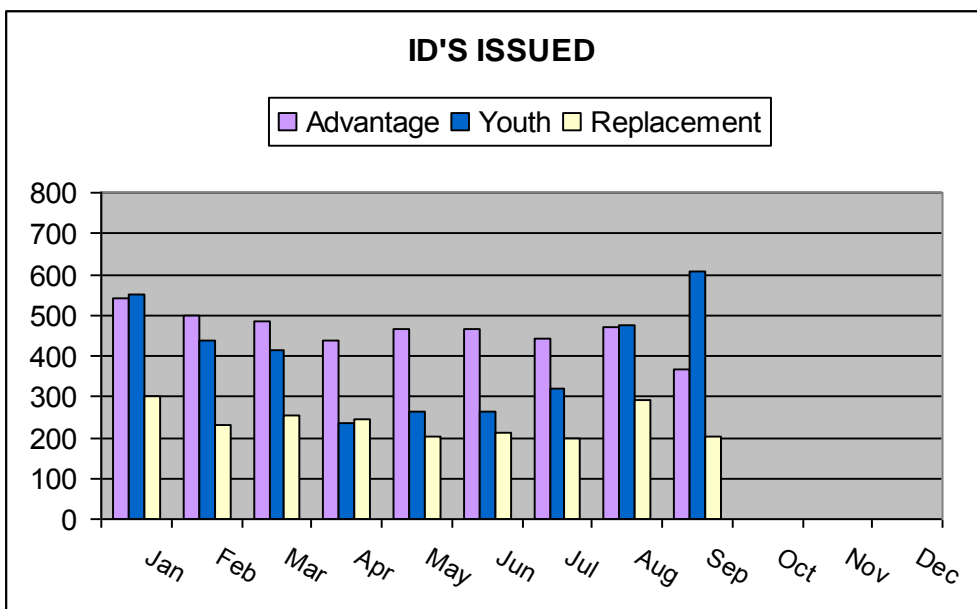
Employee Alternative Program (EAT!)- The number of employees using Alternative Transit over a 12 month period has gone up 780%. During the last twelve months EAT Participants drove nearly 9,000 fewer miles and averted nearly 8.5 tons of carbon emissions.



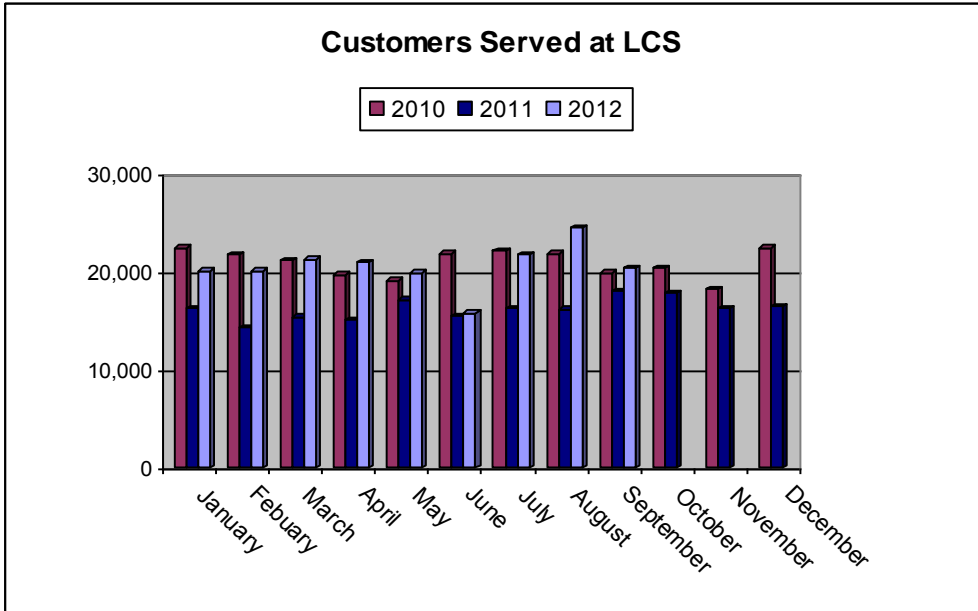
Customer Service



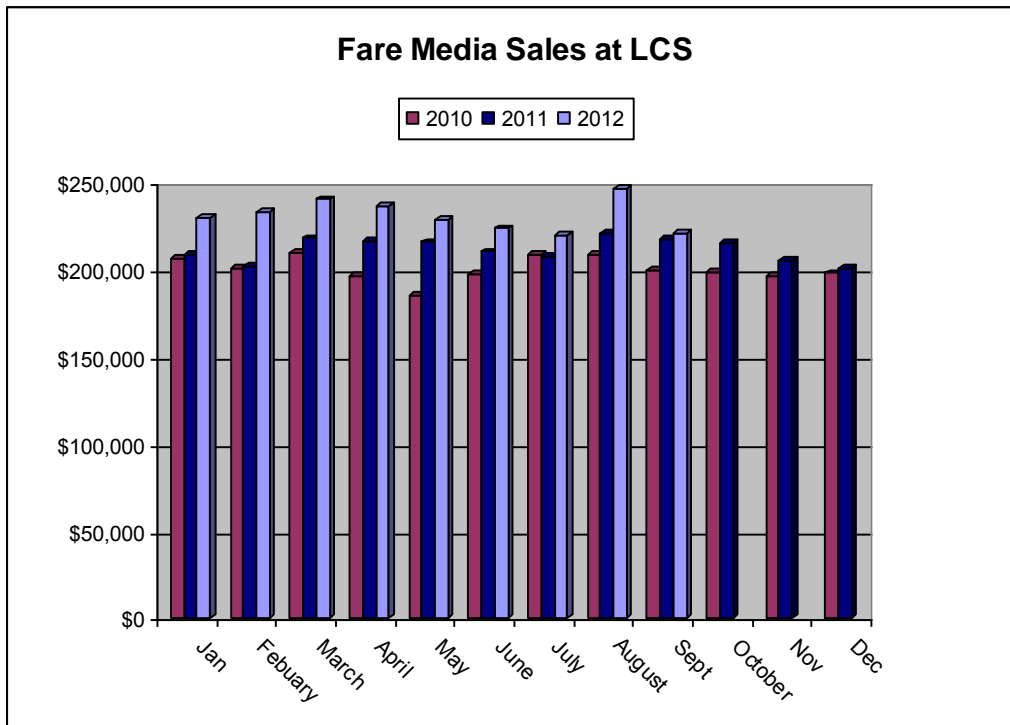
	2012	2011	2010
August	55,789	55,245	55,444
September	46,289	51,670	51,533



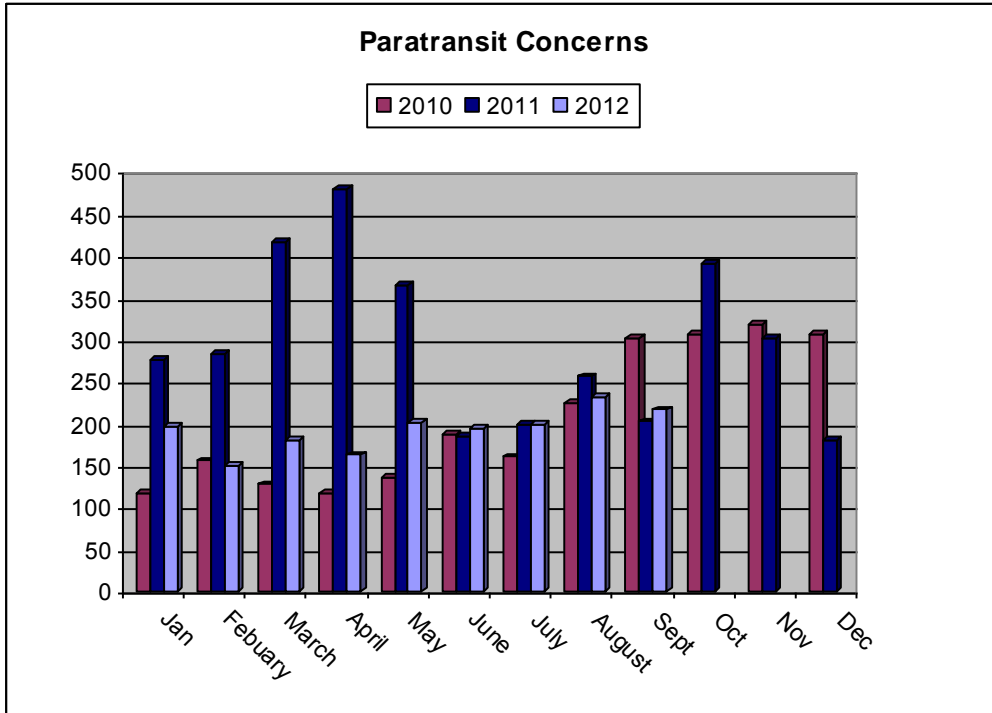
	Advantage	Youth	Replacement
August	469	473	293
September	368	606	203



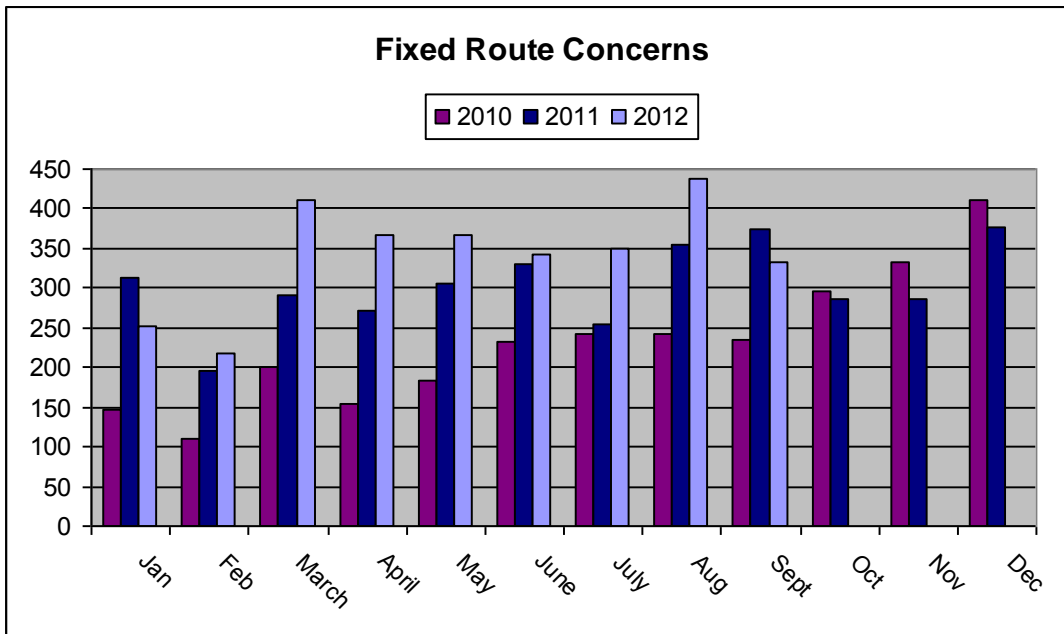
	2012	2011	2010
August	24,480	16,155	21,843
September	20,377	18,028	19,858



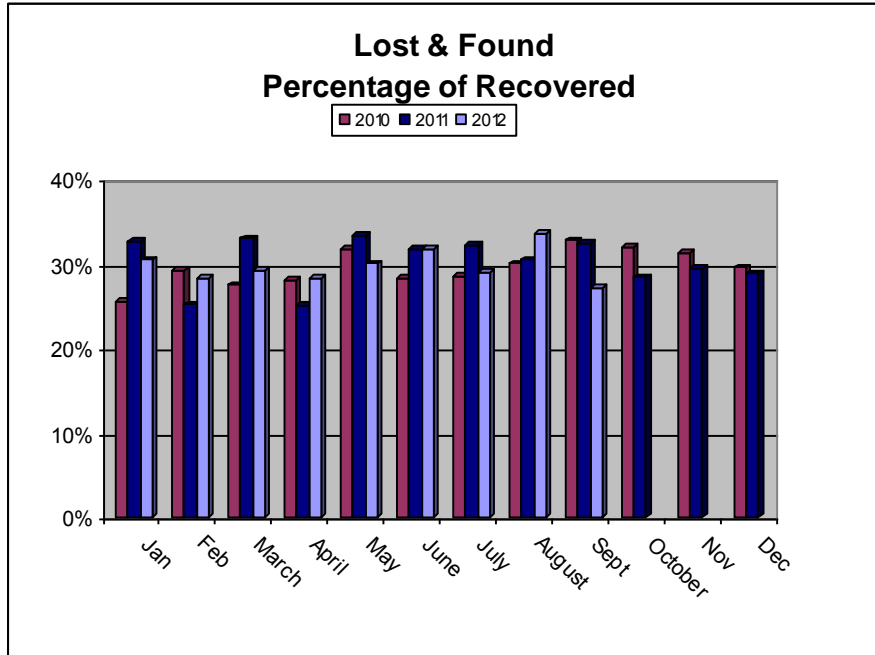
	2012	2011	2010
August	246,027	220,560	208,873
September	220,633	217,300	199,762



	2012	2011	2010
August	232	256	224
September	216	202	301



	2012	2011	2010
August	437	354	243
September	333	375	236



	2012	2011	2010
August	30.09%	30.50%	29.99%
September	27.08%	32.50%	32.77%

August and September Presentations	
Maverick High School	IDs
Heritage Park Osceola County Event	IDs
Workforce Academy	IDs

Press Releases/Media Notes

- Sept. 4...Valencia College Osceola Campus detour.
- Sept. 13...Link 111 and 319 workshops and hearing.
- Sept. 14...BOD time change.
- Sept. 25...U.S. 192 AA workshop.
- Sept. 27...BOD open meeting canceled.
- Oct. 9...Intercession City/NeighborLink 604.
- Oct. 16...Intercession City/NeighborLink 604.
- Oct. 17...LYMMO open house.

Stories

- Sept. 4...Orlando Sentinel mention of accident near a bus.
- Sept. 8...Orlando Sentinel on magistrate update.
- Sept. 12...WESH-TV/Channel 2 on union protest.
- Sept. 12...WFTV-TV/Channel 9 on union protest.

LYNX Board Agenda

Sept. 12...Central Florida News 13-TV/Channel 13 on union protest.
Sept. 12...WOFL-TV/Channel 35 on union protest.
Sept. 15...Orlando Sentinel mention in story of person suing Orlando Magic for using image in multiple advertisements. The image was used on a bus.
Sept. 25...WFTV-TV/Channel 9, Central Florida News 13, WOFL-TV/FOX 35, Univision and WDBO-FM Radio on union negotiation meeting.
Sept. 26...Orlando Sentinel, WESH-TV/Channel 2, WKMG-TV/Channel 6, WFTV-TV/Channel 9, Central Florida News 13 and WOFL-TV/FOX 35 on bus accident.
Oct. 2...WFTV-TV/Channel 9 on U.S. 192 AA workshops.
Oct. 3...Orlando Sentinel on Link 111 service change/workshops/hearing.
Oct. 4...WESH-TV on public hearing.
Oct. 15...WFTV-TV/Channel 9 on 111 service changes.
Oct. 16...WMFE-FM/90.7 on union negotiations.
Oct. 17... WMFE-FM/90.7 on union negotiations.
Oct. 17...WOFL-TV/FOX 35 on FlexBus.
Oct. 22...Orlando Sentinel mention in story on Osceola County races.

Social Media

Sept. 3...Labor Day service level.
Sept. 4...Valencia College Osceola Campus detour.
Sept. 6...Tunes in the Terminal.
Sept. 6...Valencia College Osceola Campus detour is complete.
Sept. 7...Response to complaint.
Sept. 7...Response to Tunes in the Terminal performance request.
Sept. 13...Tunes in the Terminal.
Sept. 13...Link 111 and 319 workshops and hearing.
Sept. 14...BOD time change.
Sept. 14...Deleted inappropriate comment.
Sept. 15...Response to service change comment.
Sept. 15...Reminder service change.
Sept. 20...Tunes in the Terminal.
Sept. 20...Response to service change comment.
Sept. 20...Response to next BOD meeting date and time.
Sept. 24 (2)...Response to customer about pass.
Sept. 27...U.S. 192 AA workshop.
Sept. 27...BOD open meeting canceled.
Sept. 27...Deleted inappropriate comment.
Sept. 27...Tunes in the Terminal.
Sept. 28...Dunkin Donuts Cups of Kindness event at LCS.
Oct. 1...Link 111 workshop.
Oct. 1...U.S. 192 AA workshop.
Oct. 3...Link 111 and 319 workshops.
Oct. 4...Link 111 and 319 hearing.
Oct. 9...Link 604 initial mention.
Oct. 16...Intercession City/NeighborLink 604.
Oct. 22...Intercession City/NeighborLink 604.

LYNX Board Agenda

- Oct. 22...Link 111 and 319 public comment period closes this week.
- Oct. 22...Response to customer about trip.
- Oct. 22...Response to customer about something left on the bus.
- Oct. 22...Response to request for later Link 104 service.
- Oct. 23...Response to request for later Link 104 service.
- Oct. 23...Response to Link 111 service change date question.
- Oct. 24...LYMMO open house.

Monthly Report F: 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: 11/8/2012

Appropriations:

The 2013 federal fiscal year began on October 1. Congress was not able to complete the 12 appropriations bills that together make up the federal budget before the new fiscal year began. Wanting to avoid a government shutdown before the elections, the House and Senate leadership reached an agreement before the August recess to pass a Continuing Resolution that would keep the government operating into next year.

In September, Congress passed a six-month Continuing Resolution that keeps the government running through March 27, 2013. The bill provides a 0.6 percent increase in funding over the Fiscal Year 2012 level for most federal agencies. The President signed the Continuing Resolution into law on September 28.

It is not clear how Congress will finish the FY2013 appropriations bills. While the current Continuing Resolution goes until March, House and Senate Appropriators would like to do an omnibus appropriations bill during the lame duck session. However, the House and Senate leadership and the White House would prefer to wait until next year to finish the appropriations process so they can focus on other matters during the lame duck session, such as the expiring Bush tax cuts, sequester and Medicare physician payments. The outcome of the November elections will impact on how and when the FY2013 bills are completed.

Sequestration:

Congress passed the Budget Control Act (Public Law 112-25) last year to increase the debt ceiling. The law created the Joint Select Committee on Deficit Reduction, better known as the "Super Committee", that was required to reach a bipartisan agreement for cutting the federal deficit by \$1.2 trillion over ten years. As you know, the Super Committee failed to reach an agreement.

As a result, the Budget Control Act requires \$1.2 trillion over the next ten years in automatic across-the-board spending cuts, a process known as "sequestration". Half the cuts are required to come from defense, half will come from domestic programs, including both discretionary spending and some mandatory (or entitlement) spending.

Under the law, the first automatic cuts are scheduled to take effect January 2, 2013. The second cuts will be included in the President's budget request for Fiscal Year 2014. Subsequent cuts will occur each year with the submission of the President's budget request until FY2021.

Medicaid, Social Security, military pay, veterans' spending and programs aimed at helping low-income individuals, such as food stamps, will be exempt from the automatic cuts. The law allows for cuts in Medicare of up to 2 percent per year. The Medicare cuts will only affect payments to providers, not to beneficiaries.

Republicans are concerned about the significant cuts to defense spending, while Democrats are concerned about the level of cuts to domestic programs and mandatory spending. Both sides are concerned about the impact such significant cuts could have on the fragile economy.

With the sequestration looming, Congress has begun looking at ways to avoid it. A bipartisan group of eight Senators has been working on a deal to avert the automatic across-the-board spending cuts and to address the tax cuts due expire at the end of the year. The so-called "Gang of Eight" includes Mark Warner (D-VA), Kent Conrad (D-ND), Dick Durbin (D-IL) and Michael Bennet (D-CO), Saxby Chambliss (R-GA), Mike Crapo (R-ID), Tom Coburn (R-OK) and Lamar Alexander (R-TN). Other Senators are also working on how to resolve the "fiscal cliff".

In the meantime, the White House has directed federal agencies to plan for the coming fiscal year as if Congress will undo the sequester. On September 28, the Office of Management and Budget issued a memo to federal agencies directing them to continue normal spending and operations for the beginning of FY2013. The Administration continues to push Congress to pass a balanced deficit reduction package to avoid sequester. If Congress fails to reach an agreement on sequester during the lame duck session, in January, the Office of Management and Budget will need to implement \$109 billion in cuts in most federal programs for FY2013.

We expect Congress to reach some form of an agreement on sequester, the expiring tax cuts and the Medicare physician payments before the end of the year. While they may not be able to reach an agreement on a broader package, at a minimum we expect Congress to delay the cuts from taking effect in January.

Elections/Lame Duck Session:

The House and Senate are out of session until November 13. They will reconvene after the November elections for a lame duck session, which is expected to last until mid-December. There will be minimal legislative activity in Washington until after the elections as Senators and Members of Congress campaign for re-election. In addition to the Presidential elections, all 435 House seats and 33 Senate seats are being contested on November 6.

House: In the House, Democrats will need to pick up 25 seats in order to gain the majority. While they may pick up some seats, possibly 5 to 10, I do not expect the Democrats to pick up enough seats to take control of the House.

House Transportation & Infrastructure Committee: Assuming the Republicans retain control of the House, there will still be changes to the House Committees, including the Transportation & Infrastructure (T&I) Committee. You may know, Congressman John Mica (R-FL) is the current chair of the Committee, but under House Republican Caucus rules all chairmanships are limited to six years and he has reached his limit. He would like to stay as the Chair of T&I, but to do so would require a waiver of the six-year term limit rule for committee chairs. If history is an indication, it is doubtful that Congressman Mica will get a waiver since no Member has previously gotten one and there are no reasons to believe that the House Republican Caucus will change its mind this year.

Congressman Mica is also the most senior member of the House Oversight and Government Reform Committee. He could have been the chair of that committee, but preferred to chair the T&I Committee. To become chairman - he would have to get the House Republican Caucus to agree to remove Congressman Darrell Issa (R-CA), who is the current chair and is not facing term limits. It is questionable if they will agree to take this step.

If Congressman Mica does not become the chair of either committee, he will certainly become the chair of a subcommittee. As far as LYNX interests are concerned, it is better for us if he takes a subcommittee on the T&I Committee, because he will remain involved in transportation issues and because it will protect more of the staff he brought in to run the committee.

Assuming that the chair of the T&I committee is vacant, there will be a competition for it. One current front runner is Congressman John Duncan (R-TN), who currently chairs the Highway and Transit Subcommittee. Also in the mix is Congressman Bill Shuster (R-PA), chair of the Rails and Pipelines Subcommittee. He is the son of the famous former chair of the committee, former Congressman Bud Shuster (R-PA), and was the person the House Republican leadership turned to last year when they wanted another leader of the transportation reauthorization bill effort. (you may recall, Congressman Mica got crossways with the House Republican leadership for a few months because he wanted a bigger reauthorization bill than they did.)

The reason this is important is because MAP-21 expires in September 2014 -- before the next Congress ends. That means that the T&I Committee will work on the bill. Ideally they should pass another reauthorization bill before the current one expires, but it usually takes a few years and extensions to get a transportation reauthorization bill passed. There is no question that the T&I Committee will be holding hearings on the implementation of MAP-21 while it is also starting work on the next bill. That means that LYNX and the transit industry in general should

LYNX Board Agenda

be thinking next year about its priorities for the new bill with an eye towards presenting it to the Committee.

Senate: In the Senate, Republicans needs to pick up 4 seats to gain the majority. While the Senate races are much closer and more difficult to predict than the House at the point, it is looking increasingly likely that the Democrats may hold on to a slim majority.

President: In the Presidential race, too close to call, recent polls show President Obama slightly ahead of Republican Mitt Romney in the key states. Early voting has already begun in a number of states. A total of 34 states, including Florida, and the District of Columbia allow early voting.

Florida: key races in Florida, the latest tracking information shows the following:

- President: Too close to call.
- Senate: Senator Bill Nelson (D-FL) is currently ahead in the polls over Republican Congressman Connie Mack and will likely win re-election.
- FL-05: Congresswoman Corrine Brown (D-FL) is expected to win re-election.
- FL-06: New Seat that includes Daytona Beach, St. Augustine, is solidly Republican and the Republican candidate Ron DeSantis should win.
- FL-07: Congressman John Mica (R-FL) is expected to win re-election.
- FL-08: Congressman Bill Posey (R-FL) is expected to win re-election.
- FL-09: is a New Seat that includes the Orlando south suburbs, Kissimmee, St. Cloud, it is likely to be won by former Congressman Alan Grayson over the Republican Todd Long.
- FL-10: Congressman Dan Webster (R-FL) vs. Democrat Val Demings is a very close race.

Lame Duck Session: When Congress reconvenes on November 13, there a number of issues that they will have to address during the lame duck session:

Sequester: If Congress does not act, the automatic across-the board cuts will take effect on January 2, 2013.

Bush Tax Cuts: The tax cuts from 2001 and 2003 will expire at the end of the year unless Congress acts to extend them. Democrats would like to extend them for all but the highest income brackets, while Republicans would like to extend them all.

LYNX Board Agenda

Tax Extenders: There are several tax credits that have expired or will expire by the end of the year, such as the transit commuter tax benefit and energy tax credits, that Congress may work to extend during the lame duck.

Farm Bill: The current farm law, which authorizes federal agriculture programs, expired on September 30. Congress will need to pass a new reauthorization bill or an extension before the end of the year.

Medicare Physician Payments: Medicare rates to doctors will be cut by 27 percent unless Congress acts to extend the current "doc fix" before January 1, 2013.

Defense Authorization Bill: The House passed its version of the annual defense authorization bill in May. The Senate Armed Services Committee has marked up its version, but the full Senate has yet to debate the bill. Despite the time constraints in the lame duck, Congress is expected to reach an agreement on the bill.

Monthly Report G: 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 - October 2012

Date: 11/8/2012

EMPLOYEE / DEPARTMENT	DESTINATION	PURPOSE	DEPARTURE AND RETURN DATES	TOTAL ESTIMATED AGENCY COST	AGENCY COST
Mira Bourova Planning	Portland, OR	GIS-Pro 2012, URISA's 59 th Annual Conference	09/29/2012 – 10/05/2012	2,145	0
James Norman Operations	Tampa, FL	To attend Transit Dispatch Training	10/23/2012 - 10/24/2012	40	40
Teodor Leka Operations	Tampa, FL	To attend Transit Dispatch Training	10/23/2012 - 10/24/2012	40	40
Blanche Sherman Finance	Dallas, TX	To attend the 2nd Annual Transit Communications Conference and participate on a panel for electronic and mobile ticketing	10/24/2012 - 10/25/2012	989	989
John Lewis Executive	Daytona Beach, FL	To attend the Florida Public Transportation Assoc. (FPTA) Annual Conference and Board Meeting	10/28/2012- 10/30/2012	643	643
James McLawhorn Govt. Affairs	Daytona Beach, FL	To attend the 2012 FPTA Annual Conference and Expo	10/28/2012 - 10/31/2012	657	657

LYNX Board Agenda

EMPLOYEE / DEPARTMENT	DESTINATION	PURPOSE	DEPARTURE AND RETURN DATES	TOTAL ESTIMATED AGENCY COST	AGENCY COST
Diane Hernandez Operations	Daytona Beach, FL	To attend the 38th Annual FPTA Conference and Expo to receive a Certificate of Completion Plaque for the "Florida Transit Operator Trainer Program	10/28/2012 - 10/29/2012	0	0
Lisa Darnall Operations	Daytona Beach, FL	To attend the 2012 FPTA Annual Conference and Expo	10/28/2012 - 10/31/2012	657	657
TOTAL ESTIMATED COSTS and AGENCY COSTS				5,171	3,026