




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 July 25, 2013 Board of Directors' Meeting Pg 5

3. Recognition

- Service Awards 25 Years: Wilbur Cole, Vehicle Maintenance Technician C. Service Awards 20 Years: Michael Fleming, Bus Operator; David Velez, Bus Operator.



4. Public Comments

- Citizens who would like to speak under Public Comments shall submit a request form to the Assistant Secretary prior to the meeting. Forms are available at the door.

5. Chief Executive Officer's Report


















6. Consent Agenda

A. Invitation for Bid (IFB)

























-  Authorization to Issue an Invitation for Bid (IFB) for Vanpool Conversion Pg 16
-  Authorization to Issue an Invitation for Bid (IFB) for Background Screening Services Pg 18

B. Award Contracts

-  Authorization to Award a Contract to Postal Savings Services, Inc. Pg 20
-  Authorization to Award a Contract to Accugraphic Sales, Inc. for Body Shop Vinyl Products Pg 22
-  Authorization to Award a Contract to Care Spot Express Healthcare for Occupational Health Services Pg 24
-  Authorization to Award a Contract to Global Montello Group Corporation for the Purchase of 87 Octane Unleaded Gasoline Pg 26
-  Authorization to Award a Contract to Mansfield Oil for the Purchase of Dyed Ultra Low Sulfur Diesel Fuel Pg 28
-  Authorization to Award a Contract to Haines City Fire Extinguisher Service, Inc. for Inspection and Service of Amerex Fire Suppression Systems Pg 30
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	 of Bus Shelters	
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vi.	 Authorization to Increase the Not-to-Exceed Amount for the Purchase of Three Hybrid Electric Buses Under LYNX Contract #09-C05 with Gillig, LLC for the Parramore BRT Expansion	Pg 82
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ix.	 Authorization to Increase the Not-to-Exceed Amount for Four Hybrid Electric Buses Under LYNX Contract #09-C05 with Gillig, LLC for the East-West LYMMO Expansion	Pg 95
x.	 Authorization to Increase the Not-to-Exceed Amount of Contract #12-C02 with MV Transportation, Inc., to Accommodate Increased Trip Demand Beyond RFP Projections	Pg 97

7. Action Agenda

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9. Monthly Reports

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H.



Monthly Employee Travel Report - August 2013

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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: **July 25, 2013**

TIME: **1:12 p.m.**

Members in Attendance:

City of Orlando, Mayor Buddy Dyer, Chairman
Osceola County Commissioner, Frank Attkisson, Vice Chairman
Orange County, Mayor Teresa Jacobs, Secretary
Seminole County Commissioner, Carlton Henley

Members Absent:

FDOT District 5 Secretary, Noranne Downs

1. Call to Order and Pledge of Allegiance

The Chairman, Mayor Buddy Dyer, called the meeting to order at 1:12 p.m. Chairman Dyer asked Commissioner Carlton Henley to lead the Pledge of Allegiance.

2. Approval of Minutes

Motion was made and seconded to approve the Minutes of the May 23, 2013 Board of Directors. The Motion passed unanimously.

3. Recognition

The Chairman recognized Steve Berry, Manager of Organizational Development and Training, to present LYNX employee recognitions.

25 Years of Service:

Robert Grant, Bus Operator
Reginald Jackson, Bus Operator

20 Years of Service:

Keith Tillet, Manager of Transportation
Jayne Walker, Transportation Supervisor
James Jenkins, Bus Operator
Gail Stewart, Customer Relations Counselor

4. Public Comments

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

Jerry Levenson addressed the Board in support of longer transfer time and to eliminate the “drop off only”.

5. Chief Executive Officer’s Report

The Chairman recognized John Lewis, Chief Executive Officer.

Mr. Lewis reported that LYNX’ ridership continues on an increasing trend. Ridership is up 2% over last year’s record ridership. Due to increased ridership, operating revenues continue to track higher than the budget estimate while expenses remain relatively level.

The fare box recovery as calculated by the National Transit Database (NTD) continues to track higher than the national average. LYNX’ recovery rate is at 31% while the national average is in the lower 20%. LYNX also tracks is the passenger contribution rate. The passenger contribution rate is a good measure of the effectiveness of the service. The cost of the bus operation is compared to the bus revenue. This measures the route performance. The passenger contribution rate is at 43% for the last quarter.

Through the fuel hedging program, LYNX has locked in 92% of purchases for FY2014 at a price significantly below budget.

The platforms for LYNX’ SunRail station are in place and construction is well under way.

Prior to the meeting, photos were shown displaying the LYMMO expansion and rehabilitation projects. The East-West Bus Rapid Transit (BRT) project which will connect the community of Thornton Park to the downtown venues and the community of Parramore is well under construction. Also under construction is the rehabilitation project of the current LYMMO service. Construction of the Parramore BRT will commence soon. With these projects, LYNX is more than doubling the BRT service in the urban core which will be significant connections to SunRail when the service begins.

5.A Advertising Dispute Appeal

The Chairman announced that LYNX has received an appeal stemming from a request to advertise that was rejected by staff and then subsequently appealed to LYNX’ Chief Executive Officer which was also rejected. The Appellant has requested that the appeal be heard by LYNX’ Board of Directors.

The Chairman recognized Jim Goldsmith, LYNX’ General Counsel, to summarize the nature of the appeal.

Mr. Goldsmith provided as background a company, Direct Media, has a Contract with LYNX that gives an exclusive license to place advertising on LYNX buses. Direct Media contracts directly with persons who want advertise on LYNX buses.

The Tampa Chapter of the Council on America Islamic Relations (CAIR) contacted Direct Media to request that Direct Media place on LYNX buses as part of myjihad advertising campaign. Under Direct Media's Contract with LYNX, Direct Media is prohibited from placing any advertisements on the buses that violate LYNX' Administrative Rules. One of the Administrative Rules prohibits among other things, political advertisements of any nature whatsoever. Incidentally, the Administrative Rules also prohibit controversial advertising; however, following an overview of the controversial prohibition, we do not believe it is an appropriate standard for the Board to make a determination today.

Direct Media contacted LYNX to seek an opinion as to whether or not the proposed advertisements violated LYNX' Administrative Rues. Kathy Shaw Clary of LYNX sent an email to Direct Media stating that the proposed advertisements violate LYNX Administrative Rules.

CAIR then appealed the rejection in a letter to LYNX' Chief Executive Officer (CEO). After consultation with legal counsel and reviewing the advertisements and the appeal, the CEO likewise denied the advertisements.

CAIR then appealed the rejection by the CEO to the LYNX Governing Board. This is why the matter is before you today.

CAIR's appeal consists of three elements:

- 1) CAIR is alleging that CAIR Florida and LYNX have entered into an advertising contract and that LYNX is in breach of its contractual obligations by not placing the myjihad advertisements on its buses;
- 2) CAIR is alleging that the myjihad advertisements are not prohibited under the LYNX Administrative Rules; and
- 3) CAIR is alleging that LYNX' Administrative Rules are unconstitutional.

The General Counsel concluded his comments.

The Chairman stated that he was presented one speaker card from Maria Bogomez requesting to address the Board on the subject of CAIR. He asked if anyone else wished to make a public comment on behalf of or in opposition on the subject of CAIR. Receiving no additional requests to speak on the subject, the Chairman afforded the Appellant up to ten (10) minutes to discuss any matter related to the appeal.

The Chairman recognized Ms. Bogomez for comment.

Ms. Bogomez stated that she is the Civil Rights Coordinator for CAIR Florida and thanked the Board for allowing her to speak on behalf of CAIR to the people who are responsible for enforcing and applying LYNX' advertising policy.

For those not aware, CAIR is the Council on American Islamic Relations. CAIR is a non-profit civil rights organization that seeks to improve relationships between all members of society Muslim and non-Muslim alike. CAIR protects and enhance the civil liberties of all Americans. We wish to create a better understanding of American Muslims and Islamic faith and to ensure harmony in our society.

I am here to explain why LYNX should allow the myjihad ads to run on Orlando buses. It is my hope that by the end of the presentation I can shed some light on what the myjihad ad campaign is all about. I will talk about the benefits and advantages of this campaign for the people in the City of Orlando and I will touch on CAIR's legal rights to pursue a breach of contract matter and the first amendment claim. We believe we meet the necessary legal elements to pursue an adversarial claim although it is our hope that we will not have to resort to those avenues.

First, the nature of the myjihad campaign. In case you have not seen it, the ads are pretty simple and have various members of the community with a slogan. The campaigns mission is to take back Islam from Muslim and non-Muslim extremists alike. The campaign seeks to correct the misrepresentation of the word "jihad" that is propagated in the popular media and by religious extremists and Islamaphobs. It was created to foster better relations between Muslims and non-Muslims living in the same communities. The ads show people with slogans such as "myjihad is to never settle short of my best effort". It may sound strange but the word jihad in Arabic means "struggle or strive". It refers to personal quest that the majority of Muslims and Arab speakers means to strive towards making one's self a better and more positive person in all regards. As examples, "myjihad is to build friendships across the aisle", "myjihad is not to judge people by their cover", and my personal favorite, "myjihad is to stay fit despite my busy schedule". The use of this word to mean something similar to a holy war is incorrect. The term has been co-opted by the far-right and violent extremists and use it to mean physically fight in a holy war which is incorrect. It is important to educate the people on the true meaning of the word "jihad" so that we can all live in a better community to foster better relations between Muslims and non-Muslims and to make sure that the people use the term inappropriate do not succeed. By allowing these ads to run, we will be combating Islamaphobia and the deep rooted mistrust in the community.

The myjihad campaign aims to bring back the true meaning and understanding of a word that is meant to inspire good in people. It has now been relegated to a term that invokes fear and resentment. I know that the news media uses the word jihad to confectulize actions of religious extremists and sociopaths and in turn, those people, the extremists and sociopaths, use the word to justify their own violent and despicable actions. This co-opting of the word is exactly why myjihad ads were created and why they should run in the Orlando area which, as you know, has a huge Muslim community. We can all work together to protect the community and our clients children who have to face bullying in school and discrimination at work. We can all do this together.

The myjihad campaign informs and educates. In doing so, it defuses the tensions born out of a misunderstanding of a religion that has been demonized in America. It seeks to create harmony and to root out discord in our society. The message is an educational one - one of hope, peace and fraternity. It is not one based in political ideology.

It is in the spirit of fostering good will and harmony amongst all members of the American society that we approached LYNX in order to spread a positive message in the greater Orlando area just as we did in Cities across America. It is our firm belief that the myjihad campaign can educate the people of the City about the real philosophy behind the Arabic term “jihad” so that we may work together to remove negative connotations associated with this word and the Islamic faith in general.

I assure you that any reservations that you might have are a product of misinformation - misinformation that is legally and morally unacceptable. It is our constitutional right to use public forums such as bus ads to promote educational messages that are simply encouraging cooperation and understanding. Their only intent is to discontinue the negative use of a word. The word that has been used to single out and discriminate against a religious minority group. Infringing upon first amendment rights simply because of one’s own discomfort arising out of one’s own political opinion is not a good enough reason to violate constitutional rights. Any court of law in this country will agree with me.

Even though we hope not to pursue this matter through legal channels and to work together, I hope to at least start a dialogue so that we may be able to work together to resolve our differences in an amicable manner. After all, that is what CAIR’s work is all about. That is the spirit behind the myjihad campaign. I trust that in your capacity as the members of the LYNX Board, and as representatives of this great City, we trust in your authority and fiscal responsibility to resolve this matter outside of litigation. These ads should run so that together we may uphold the rights shared by every American regardless of faith and custom, regardless of political opinion, so that we are all free from persecution and hate simply because of their beliefs in a country founded on the principles of freedom and equality for all what could be more important than our First Amendment rights.

Ms. Bogomez thanked the Board for the opportunity to address the matter and concluded her presentation.

The Chairman thanked Ms. Bogomez and noted his appreciation for her zeal and passion for her issue.

The Chairman asked the members of the Board if there were questions of the Appellant.

The Chairman recognized Jim Goldsmith, LYNX’ General Counsel, for remarks.

Mr. Goldsmith spoke to address the three matters specifically included in the appeal.

- 1) The first issue to address is the allegation that LYNX entered into a contact with CAIR. Mr. Goldsmith noted that he had spoken with Direct Media and LYNX as well as reviewed the Contract that is in place between Direct Media and LYNX. All contracts entered into for advertising are not entered into by LYNX and third parties. They are entered into by Direct Media and third parties. Direct Media has been granted an exclusive license to place advertisements on LYNX buses. Because of this arrangement, in no way would LYNX have actually entered into a contract with CAIR in this particular matter.

Mr. Goldsmith stated that he had spoken with Susan Darden with Direct Media. Ms. Darden is LYNX' contact. Ms. Darden confirmed that Direct Media did not enter into a contract with CAIR. In fact, no contract had been drawn and Direct Media had not undertaken any of the processes necessary to obtain the internal approvals necessary to enter into a contract. Furthermore, there is no evidence from CAIR that a contract was actually entered into. What CAIR suggests is that the emails they have exchanged with Direct Media constituted a contract.

In addition, as mentioned during opening remarks, the Contract with Direct Media provides that LYNX has the right at any time to reject any advertisements that are to appear on LYNX property which it feels are in violation of its Administrative Rules. Susan Darden, as a matter of course, forwards all advertisements to LYNX before Direct Media enters into a contract with third parties for LYNX to sign-off on the graphics. After speaking with Direct Media and Kathy Shaw Clary who is LYNX' point person on this matter, both confirmed that at no time did LYNX give its consent to the advertisements.

The form of the Direct Media contract contains a provision that says that Direct Media may at any time and for any reason terminate the contract it enters into with the advertising party. The reasoning for this, in part, is so that they can comply with their contractual obligations to LYNX. If LYNX finds an advertisement violates the Administrative Rules, LYNX can then instruct Direct Media to remove the advertisement.

- 2) The next issue to address is the matter of constitutionality of LYNX' Administrative Rules. It has been suggested that LYNX' prohibition on political advertisement may be unconstitutional. A statement was made that LYNX buses constitute a public fora. We do not agree with that statement. It is clear under the case law that LYNX buses are what is referred to as a non-public fora. An advertising space can be a non-public for as long as restrictions are put in place and an agency takes efforts to make sure the safe guards are consistently applied. It does not mean, however, that LYNX could lose that status of its advertising space being a non-public for and that at some time it could become a public fora in which case all types of advertisements could be placed on LYNX buses regardless of whether or not LYNX agrees with the message or wants the advertisements to be placed there. I have spoken with Kathy Shaw Clary who has been handling the advertising matters for some time and Kathy confirmed that LYNX has been consistent in its approach to rejecting political advertisements.

A matter that was brought to our firm as LYNX' General Counsel, was from a group that wanted to put advertisement on LYNX buses for restoration of felons rights. As Counsel, we examined the matter and looked at the political controversy that was occurring at the time at which the group sought to place their ads on the buses and working with LYNX, LYNX determined that the ads were political in nature and rejected them.

More recently, LYNX was approached to run ads protesting the use of Orcas and Dolphins in shows such as those at SeaWorld and similarly there is a political component to that which is evidenced by the fact of the Congressional hearings on the shows and that our Congressman Grayson has been involved with the OSHA investigation. Similarly, that advertisement has been rejected.

To reiterate, if LYNX violates its policy prohibiting political advertisements it needs to accept the fact that it is going to have to accept political advertisements in the future. If it concludes that the myjihad advertisements are not political in nature it needs to accept the fact that similar advertisements may be submitted to LYNX and similar arguments will be made.

There have been a number of cases that have dealt with agencies that have not enforced their prohibitions on types of advertising on their buses and they have been forced to accept advertisements that they did not agree with. There is a Third Circuit Case involving the Pennsylvania Transportation Authority and despite their objections, they were forced to place an ad on their buses that said women who choose abortion suffer more than deadly breast cancer. It goes to show that even if you may be supportive of a particular issue you may be forced to accept advertisements you may not necessarily agree with or that are patently false.

- 3) The last issue to address is the matter of whether or not the myjihad advertisements are actually political in nature.

Mr. Goldsmith began a PowerPoint presentation for the members showing the myjihad proposed ads and commented:

- a) The use of the word jihad is prominent in all of the advertisements.
- b) The ads contain a reference for more information go to myjihad.org

A person looking at these advertisements may find on their face that they are political by nature of the use of the word jihad which in this day and age, as it has been pointed out, has taken on some political connotations visa vie the war on terror, the US interventionism abroad, domestic laws affecting religious practices, immigration, etc. that have brought this word into their arguments.

Although even though where it is difficult to determine or even if there is difficulty determining whether these ads on their face are political, there is a Sixth Circuit Case that recently came out that told us that you can look beyond the four corners of an advertisement. In that case, they looked specifically at websites that were incorporated by reference in the advertisements. All of the ads include the “myjihad.org” website.

Mr. Goldsmith displayed the PowerPoint slide showing the home page of the myjihad.org website. From the pages of the website, Mr. Goldsmith noted he had highlighted some statements. One statement on the page says, “myjihad is a public education campaign sponsored by the Council on American Islamic Relations”. A similar statement talks about it was sparked by the Executive Director of CAIR. A statement talks about CAIR. He pointed to a number of pages that refer specifically to the involvement of CAIR and this being a CAIR sponsored advertising campaign. I believe it is reasonable, certainly given this day and age of google and smart phones, that someone who is looking at these advertisements is then going to inquire into what CAIR does.

When you go to the CAIR website, it actually has a government affairs tab. Mr. Goldsmith read from the legislative back-sheet:

Support comprehensive anti-bullying legislation
Support the End Racial Profiling Act of 2011
Help close the Department of Justice loop holes on religious profiling
Remove language targeting US Muslims from the DHS Reauthorization Act of 2011

While these are all worthy causes, it is hard to argue that they are not political in nature. Continuing reading from another website page:

Urge North Carolina Governor not to sign anti-Islamic legislation
Support comprehensive immigration reform
Note at the bottom of the page: Page 1 of 107 pages

Showing the PowerPoint slide of the CAIR Florida website. Similarly this site talks about:

Anti-Sharia Legislation

It notes: Congratulations! Thanks to your calls and emails, SB 58 died in the Senate today!

“We can still stop it! It got to this point last year and with your help we still defeated it! We must act now: Call the Senate President. Call Senator John Thrasher. Send an email to the entire Senate

By clicking a web link is creates a petition to send to your Senator: I’m writing to ask you to oppose SB 58 in the Senate.

Based upon the advertisements which all contain a prominent use of the word “jihad”, the facts that they incorporate by reference that makes a number of references to the program being sponsored by CAIR, and the likelihood that someone would then look at what CAIR’s mission is, we believe that LYNX’ Chief Executive Officer’s determination that these advertisements were in political in nature was reasonable.

Mr. Goldsmith then offered to answer questions from the Board members.

Having received no questions of the General Counsel from the Board members, the Chairman closed the public hearing.

The Chairman recognized Commissioner Henley.

Commissioner Henley stated that Ms. Bogomez that addressed the Board and explained their position has a very worthy goal. Americans are not responsible for the image that is created by the extremists that has taken over Islam as she stated and actions speak louder than words. I think what would speak the loudest to the American people in regard to Jihad would be a rejection worldwide of all of the actions by the extremists calling for a jihad and the effects. I strongly believe after reading case law and seeing the presentation by LYNX’ General Counsel, that LYNX is not a public fora and, therefore, we have the right and the authority to regulate advertising on LYNX buses.

Motion was made by Commissioner Henley to reject the appeal. Motion received a Second.

Under discussion, the Chairman recognized Mayor Jacobs.

Mayor Jacobs stated that it was important for the Board's meeting Minutes to reflect that it was the determination of the body that this is political in nature, that the Board had been provided ample evidence of that. In order to remain consistent with our policies, that the Board will uphold the Chief Executive Officers rejection of their appeal.

The Chairman noted that the Administrative policy relating to advertising states that we do not allow political advertising and the determination of what is political is a matter of fact for this Board. The Board as a whole is indicating that this is political advertising and that it is the basis for our decision.

The **Motion was Amended** and seconded to reflect the Board determined that the advertising was political in nature and consistent with LYNX' Administrative policies, the appeal is rejected. The Motion passed unanimously.

6. Consent Agenda

A. Request for Proposal (RFP)

- i.** Authorization to Release a Request for Proposal (RFP) for Occupational Health Services

B. Invitation for Bid (IFB)

- i.** Authorization to Issue an Invitation for Bid (IFB) for Towing Services
- ii.** Authorization to Issue an Invitation for Bid (IFB) for Postal Mailing Services

C. Award Contracts

- i.** Authorization to Award a Contract to Alesig Consulting, LLC for Consultant Services for Design, Deployment and Evaluation of a One-Stop Utility for the Veterans Transportation and Community Living Initiative Project
- ii.** Authorization to Award a Contract to Seaboard Neumann Distribution for Supplying Motor Oil Bulk Delivery
- iii.** Authorization to Award a Contract to Gallagher Benefit Services for Health Insurance Brokerage Services

D. Extension of Contracts

- i.** Authorization to Extend Contract #13-C08 with Vanasse H. Brustlin, Inc. and Increase the Not-To-Exceed Amount for the 2013 Comprehensive Operations Analysis (COA)
- ii.** Authorization to Exercise the First Option Year of Contract #10-C30 with Cherry, Bekaert & Holland, L.L.P. for Auditing Services
- iii.** Authorization to Exercise the Third Option Year of Contract #10-C28 with TJ's Quality Cleaning for Pressure Cleaning of Bus Shelters
- iv.** Authorization to Exercise the First Option Year of Contract #10-C29 with Groundtek of Central Florida, Inc for Bus Stop Lawn Maintenance and Trash Removal

E. Miscellaneous

- i.** Authorization to Modify PCL Construction Services, Inc. Contract #13-C12 for LYMMO Expansion Projects

- ii. Authorization to Purchase Vanpool Vehicles for Expansion
- iii. Authorization to Ratify Sub-Allocation of the FY2013 Orlando Urbanized Area FTA 5307 Funding to the Lake County Transit Services and the Authority to Execute Supplemental Agreement upon Approval by the FTA
- iv. Authorization to Issue Coordination Agreements to Four Medicaid Compensable and Multiple Non-Compensable Human Services Agencies
- v. Authorization to Approve the Disadvantaged Business Enterprise Program Participation Goal for FY 2014-2016
- vi. Authorization to Increase the "Not-to-Exceed" Amount for the Second Year of the Contract with DesignLab, Inc., for Operator Uniforms
- vii. Authorization to Procure GFI GenFare Low-Profile Odyssey Fareboxes for NeighborLink Vehicles
- viii. Authorization to Adopt the 2013 Transportation Disadvantaged Service Plan
- ix. Authorization to Submit Grant Applications to the Federal Transit Administration for Fiscal Year 2013 MAP-21 Apportionments
- x. Authorization to Enter into an Interlocal Agreement with Seminole County for the Placement of Shelters in Unincorporated Seminole County
- xi. Authorization to Adopt Resolution No. 13-006 to Appoint Donna Tefertiller, Director of Human Resources, Blanche Sherman, Director of Finance as Trustees to the LYNX' Chief Executive Officer Retirement Plan, LYNX' Money Purchase and 457 Deferred Compensation Plans
- xii. Authorization to Increase Contract with West Construction, Inc. for the Kissimmee Transfer Center in the Amount of \$79,810 as 10% Contract Contingency
- xiii. Confirmation of Appointment of Kathy Shaw-Clary as Business Development Officer
- xiv. Authorization to Adopt Resolution No. 13-007 to Appoint Donna Tefertiller, Director of Human Resources, Blanche Sherman, Director of Finance to the Administrative Committee for the LYNX Chief Executive Retirement Plan, LYNX Money Purchase and 457 Deferred Compensation Plans

Motion was made and seconded to approve the Consent Agenda Items 6.A.i through 6.E.xiv. The Motion passed unanimously.

7. Action Agenda

A. Authorization to Amend the FY2013 Service Funding Agreement with Lake County

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

Ms. Sherman noted that on May 23, 2013 the Board approved an amendment to the Lake County FY2013 Service Funding Agreement based on ending the funding of the Lake County extension of Link 55 in June 2013. Lake County is now planning to extend the funding through September 30, 2013.

Motion was made and seconded to amend the FY2013 Service Funding Agreement with Lake County. Motion passed unanimously.

B. Authorization to Implement Proposed Service Adjustments Effective August 11, 2013

The Chairman recognized Stuart Boggs, Director of Planning and Development, to make the presentation.

Mr. Boggs stated that staff is seeking the Board's authorization to implement the proposed fixed route service adjustments effective August 11, 2013. The service adjustments are a routine component of the tri-annual service change process.

He noted that eight public workshops were held; two at LYNX Central Station; two at Osceola Square Mall; two at Seminole Center SuperStop; one at Florida Mall SuperStop.

Motion was made and seconded to implement the proposed service adjustments effective August 11, 2013. Motion passed unanimously.

C. Authorization to Settle Workers' Compensation Claim File #12-0025

The Chairman recognized Baunie McConnell, Director of Risk Management and Safety, to make the presentation.

Ms. McConnell stated that staff is requesting the Board of Directors' authorization to settle a Workers' Compensation claim with an employee that was injured for \$175,000 inclusive of fees and costs.

Motion was made and seconded to settle Workers' Compensation Claim File #12-0025. Motion passed unanimously.

8. Other Business

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

9. Monthly Reports

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

Meeting adjourned at 2:09 p.m.

Consent Agenda Item #6.A. i

To: LYNX Board of Directors

From: Kathy Clary
BUSINESS DEVELOPMENT OFFICER
Kathy Clary
(Technical Contact)

Phone: 407.841.2279 ext: 6161

Item Name: Invitation for Bid (IFB)
Authorization to Issue an Invitation for Bid (IFB) for Vanpool Conversion

Date: 9/19/2013

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to issue an Invitation for Bid (IFB) for Vanpool van conversions with a "Not-to-Exceed" amount of \$350,000.

BACKGROUND:

The LYNX vanpool program was developed to provide another option for the Central Florida community commuting to work. LYNX currently has eighty-eight (88) vehicles in service within the vanpool fleet. LYNX purchases commuter vans with funds granted by the Federal Transit Administration (FTA) and contracts with an outside vendor, Vanpool Services International (VPSI) to provide fleet management services.

LYNX vanpool groups experience low turnover and the program continues to generate interest from employers and individual commuters. Additionally, with SunRail coming online in 2014 there is an even higher demand for vans to facilitate better connectivity. Because of this high interest in the program, it was determined that a more efficient system for ordering vans was needed. By having a contract in place for conversion, the demand for vans can be filled much more quickly so as to meet the needs of commuters.

Some of the vehicles used in the Vanpool program require a program specific conversion that allows for more comfort and safety than the standard vehicle configuration. This conversion has set the standard for commuter comfort and usability, increasing the demand and marketability of the program.

An Invitation for Bid (IFB) will be sought for the vehicle conversions which meet the requirements specific to LYNX' needs in the Vanpool program. This conversion typically

LYNX Board Agenda

entails a direct-from-factory ship through program from Ford to the vehicle converter, ensuring a high quality end-product with efficiencies built into the process.

FISCAL IMPACT:

LYNX staff included \$350,000 in the FY2014 Capital Budget for the conversion of Vanpool vans and conversions. LYNX staff has estimated needing up to forty-eight (48) vehicles converted in FY2014 with a total estimated cost of \$350,000.

Consent Agenda Item #6.A. ii

To: LYNX Board of Directors

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

Phone: 407.841.2279 ext: 6119

Item Name: Invitation for Bid (IFB)
Authorization to Issue an Invitation for Bid (IFB) for Background
Screening Services

Date: 9/19/2013

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to issue an Invitation for Bid (IFB) for Background Screening Services. The contract term will be for an initial three (3) year period with a one (1) one-year renewal option with a "Not to Exceed" amount of \$105,500.

BACKGROUND:

Background checks are a vital part of the employment process to assist in hiring the best possible candidate. As part of our hiring process, LYNX conducts a comprehensive background check on every new hire. Because obtaining a comprehensive criminal history check involves accessing numerous sources of information. Challenges in getting this information can vary from state to state and county to county and performing these checks in-house is not cost effective. Therefore, due to the volume of background checks needed and the complexities involved, LYNX uses a third party provider whose business it is to conduct background checks. The number of applicants processed that we requested background checks for are as follows:

2011 - 212 applicants
2012 - 183 applicants
2013 - Averaging approximately 20 applicants per month

Our current agreement with First Advantage (formerly LexisNexis) expires on January 17, 2014.

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

Projection for Small Business participation anticipated to be obtained through race neutral measures.

FISCAL IMPACT:

LYNX staff included \$21,100 in the FY2014 Proposed Operating Budget for background screening services. The estimated FY2013 expense for background screening services is \$38,168. We are anticipating a decrease in expenses in future years. Future years will be budgeted appropriately to support the services within the contract limits.

Consent Agenda Item #6.B. i

To: LYNX Board of Directors

From: Donna Tefertiller
DIRECTOR OF HUMAN RESOURCES
Salisha Yacoob
(Technical Contact)

Phone: 407.841.2279 ext: 6119

Item Name: Award Contracts
Authorization to Award a Contract to Postal Savings Services, Inc.

Date: 9/19/2013

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to award a Contract to Postal Savings Services, Inc. The contract term will be for an initial three (3) year period with two (2) one-year options with a "Not to Exceed" amount for the five years of the contract of \$300,000.

BACKGROUND:

In the past CFRTA has utilized contracted postal mailing services. The current contract is on a month to month basis. In an effort to eliminate the month by month basis services and obtain better pricing through a competitive solicitation process it is necessary to have an awarded contract for a longer period of time.

In accordance with Governing Board approval, an Invitation for Bid (IFB) was released on July 29, 2013. The response due date was August 28, 2013. Two proposals were received from the firms listed below:

T C Delivery Services
Postal Savings Services, Inc.

Procurement evaluated the proposals. It was determined that T C Delivery Services was non-responsive because they did not include the postage costs and charged a surcharge for handling. Postal Savings Services, Inc. met the specifications and was determined to be the lowest responsive responsible bidder.

Based on the evaluation above, Procurement recommended that the Postal Processing Services Contract be awarded to Postal Savings Services, Inc.

LYNX Board Agenda

This contract service provides a wide variety of postal mailing services related to bar-coding, metering, bulk mailing, certified mail, sealing envelopes, mail pick-up, delivery and postage cost. LYNX currently processes over 80,000 pieces of mail per year. In this role, the selected vendor will pick up and deliver mail once per day to the two LYNX locations:

455 Garland Ave, Orlando F, 32801
2500 Lynx Lane Orlando, FL 32804

FISCAL IMPACT:

LYNX staff included \$60,000 in the FY2014 Proposed Operating Budget for postage and express mail delivery services related to an overall agency contract. The estimated FY2013 expense for postage and express mail delivery services is \$56,766. Future years will be budgeted appropriately to support the contract.

Consent Agenda Item #6.B. ii

To: LYNX Board of Directors

From: John Lewis
CHIEF EXECUTIVE OFFICER
David Burnett
(Technical Contact)

Phone: 407.841.2279 ext: 6017

Item Name: Award Contracts
Authorization to Award a Contract to Accugraphic Sales, Inc. for Body Shop Vinyl Products

Date: 9/19/2013

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to award contracts vinyl products in the Body Shop to Accugraphic Sales, Inc. The term of the contracts will be for three (3) years with two (2) one-year options for a five year total of \$145,000.

BACKGROUND:

The Paint and Body shop maintains a fleet of two hundred eighty-four (284) buses plus seventy-eight (78) support vehicles. This includes everything from full paint restoration due to a collision to minor dents, scraps and touch ups. There are five (5) basic colors for the buses, pink, orange, blue, red and green.

This IFB was divided into three (3) categories; Miscellaneous Supplies, Paint Mixing Systems and Vinyl products. LYNX has chosen to use PPG (Pittsburg Paint & Glass) Delfleet Essential/Matthews Products as a complete paint/graphic system.

In addition, many of the buses and cars are wrapped with some type of advertising in a vinyl wrap.

In May 2013, staff requested authorization by the Board of Directors to issue an Invitation for Bid (IFB) for paint and materials that will be used in the Body Shop.

The IFB was issued on June 12, 2013 by Procurement staff and due on July 10, 2013.

One bid was received from Ben's Paint Supply for the Paint and Miscellaneous Supplies in the amount of \$555,019 for a five year period. Only one bid was received from Accugraphic Sales,

Inc. for the Vinyl products in the amount of \$349,637 for a five year period. Both firms were found to be responsive and responsible.

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

No Disadvantaged Business Enterprise (DBE) goal has been set on this contract. However, this it is not a DOT assisted contract.

FISCAL IMPACT:

LYNX staff included \$29,000 in the FY2014 Proposed Operating Budget for paint supplies. The estimated FY2013 expense for paint supplies is \$19,072.

Consent Agenda Item #6.B. iii

To: LYNX Board of Directors

From: Donna Tefertiller
DIRECTOR OF HUMAN RESOURCES
Donna Tefertiller
(Technical Contact)
Anabelle Henry
(Technical Contact)

Phone: 407.841.2279 ext: 6119

Item Name: Award Contracts
Authorization to Award a Contract to Care Spot Express Healthcare for Occupational Health Services

Date: 9/19/2013

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to award a contract for occupational health services to Care Spot Express Healthcare. The term of the contract will be for three (3) years starting October 1, 2013, with two (2) one-year options for a total contract term of five (5) years with a "Not to Exceed" amount for the five years of the contract of \$250,000.

BACKGROUND:

LYNX contracts professional services for random drug testing, post offer employment physicals, employee annual physicals, on the job occupational illnesses and injuries. The contract for these services enables LYNX to meet the mandated requirements of the drug and alcohol testing rules issued by the U.S. Department of Transportation as prescribed by the Omnibus Transportation Employees Testing Act of 1991, as amended. LYNX is currently under contract with Workers Occupational Resource Center, LLC now known as Care Spot, LLC through September 30, 2013.

The RFP for this solicitation was due on August 9, 2013. Two responses were received. The SEC met on September 9 and evaluated the proposals ranking Care Spot Express as the most advantageous proposal.

Care Spot Express Healthcare 286 points (Ordinal ranking of 1)
We Care TLC 173.76 points (Ordinal ranking of 2)

The SEC recommends the contract be awarded to Care Spot Express Healthcare.

FISCAL IMPACT:

LYNX staff included \$50,000 in the FY2014 Proposed Operating Budget to support anticipated services under this contract. The estimated FY2013 expense for occupational health services is \$53,078. Future years will be budgeted appropriately to support the services within the contract limits.

Consent Agenda Item #6.B. iv

To: LYNX Board of Directors

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

Phone: 407.841.2279 ext: 6100

Item Name: Award Contracts
Authorization to Award a Contract to Global Montello Group Corporation
for the Purchase of 87 Octane Unleaded Gasoline

Date: 9/19/2013

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to award a contract to Global Montello Group Corporation to provide 87 octane unleaded gasoline. The term of the contract is for a one year period beginning October 1, 2013 through September 30, 2014.

BACKGROUND:

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

The current Contract expires on September 30, 2013. An Invitation for Bid (IFB) was issued on July 17, 2013 and responses were due on August 19, 2013. The bid required suppliers to provide a fixed fee cost per gallon known as an "Adder Fee" to deliver the fuel. The "Adder Fee" is added to the cost of the fuel. The fuel cost is set based on the daily rack average of U.S. Gulf Coast Platts (USGC) index. Other charges include a fuel delivery surcharge based on the freight charge times the national Diesel Fuel Price Index Surcharge. The fuel surcharge is adjusted based on the weekly diesel and unleaded fuel price from Department of Energy average diesel and unleaded fuel prices for the current week, as well as a fixed pump off fee for above ground tanks.

The following bids were received:

Global Montello Group Corp. \$.0628
Petroleum Traders \$.0724

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Mansfield Oil	\$.0933
Truman Arnol	\$.0936
RKA Petroleum	\$.1600

The lowest responsive and responsible bidder is Global Montello Group Corp.

FISCAL IMPACT:

LYNX staff included \$3,846,581 in the FY2014 Proposed Operating Budget to support the purchase of 87 octane unleaded gasoline. The estimated FY2013 expense for unleaded gasoline is \$3,541,144.

Consent Agenda Item #6.B. v

To: LYNX Board of Directors

From: **Blanche Sherman**
DIRECTOR OF FINANCE
Patricia Bryant
(Technical Contact)
Nancy Rodriguez
(Technical Contact)

Phone: 407.841.2279 ext: 6100

Item Name: Award Contracts
Authorization to Award a Contract to Mansfield Oil for the Purchase of Dyed Ultra Low Sulfur Diesel Fuel

Date: 9/19/2013

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to award a contract to Mansfield Oil to provide dyed ultra low sulfur diesel fuel. The term of the contract is for a one year period beginning October 1, 2013 through September 30, 2014.

BACKGROUND:

The current Contract expires on September 30, 2013. An Invitation for Bid (IFB) was issued on July 17, 2013 and responses were due on August 19, 2013. The bid required suppliers to provide a fixed fee cost per gallon known as an "Adder Fee" to deliver the fuel. The "Adder Fee" is added to the cost of the fuel. The Fuel cost is set based on the daily rack average of U.S. Gulf Coast Platts (USGC) index. Other charges include a fuel delivery surcharge based on the freight charge times the national Diesel Fuel Price Index Surcharge. The fuel surcharge is adjusted based on the weekly diesel and unleaded fuel price from Department of Energy average diesel and unleaded fuel prices for the current week, as well as a fixed pump off fee for above ground tanks.

The following bids were received:

Mansfield Oil	\$.1446
Truman Arnold	\$.1781
Indigo Energy	\$.1920
RKA Petroleum	\$.1946
Global Montello	\$.2189

The low responsive and responsible bidder is Mansfield Oil.

FISCAL IMPACT:

LYNX staff included \$8,626,718, excluding fuel used at Osceola Satellite Facility, in the FY2014 Proposed Operating Budget to support the purchase of dyed ultra low sulfur diesel fuel. The estimated FY2013 expense for ultra low sulfur diesel fuel is \$9,109,998. When the bio-diesel fueling system is inoperable, regular diesel fuel is utilized, which can result in a higher usage of regular diesel fuel, but does not impact the overall budget total for fuel as displayed in the chart below.

Description	FY13	FY14	Variance
	Estimated Expense	Proposed Budget	
Dyed Ultra Low Sulfur Diesel	\$ 9,109,998	\$ 8,626,718	\$ (483,280)
B-99 Bio-Diesel	1,936,747	2,454,488	517,741
Total	\$ 11,046,745	\$ 11,081,206	\$ 34,461

Consent Agenda Item #6.B. vi

To: LYNX Board of Directors

From: John Lewis
CHIEF EXECUTIVE OFFICER
David Burnett
(Technical Contact)

Phone: 407.841.2279 ext: 6017

Item Name: Award Contracts
Authorization to Award a Contract to Haines City Fire Extinguisher Service, Inc. for Inspection and Service of Amerex Fire Suppression Systems

Date: 9/19/2013

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to award a contract for inspection and service of the Amerex Fire Suppression System to Haines City Fire Extinguisher Service, Inc., Contract #13-C27. The contract will be for three (3) years with two (2) one-year options for a five year total of \$400,000.

BACKGROUND:

The Amerex Fire Suppression System is an on-board engine compartment fire suppressant system in the event of a catastrophic fire in the engine compartment. The service sought will consist of semi-annual, annual, six (6) year maintenance/service and twelve (12) year hydrostatic tests. Each bus must be serviced by a highly trained technician in the area of squibs and linear actuators.

An Invitation to Bid (IFB) was issued on June 24, 2013 and was due on July 26, 2013. One response was received. Procurement staff reviewed the bid for responsiveness and responsibility as well as compared bid price to the independent cost estimate. The bid response of Haines City Fire Extinguisher Service, Inc. is found to be responsive and responsible and within anticipated costs.

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

No Disadvantaged Business Enterprise (DBE) goal has been established on this contract. However, this it is not a DOT assisted contract.

FISCAL IMPACT:

LYNX staff included \$80,000 in the FY2014 Proposed Operating Budget for the inspection and service of on-board engine compartment Fire Suppressant Systems. The estimated FY2013 expense for fire suppression inspections is \$75,708. Future years will be budgeted appropriately to support the services within the contract limits. The contract includes a line item for the replacement of linear actuators. At this time, it is not anticipated that LYNX will need to replace the linear actuators.

Consent Agenda Item #6.B. vii

To: LYNX Board of Directors

From: John Lewis
CHIEF EXECUTIVE OFFICER
David Burnett
(Technical Contact)

Phone: 407.841.2279 ext: 6017

Item Name: Award Contracts
Authorization to Award a Contract to Johnson's Wrecker Service, Inc. for Towing Services

Date: 9/19/2013

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to award a contract to Johnson's Wrecker Service, Inc. for towing services. The initial contract will be for three (3) years with two (2) one (1) year options and is based on unit costs per task. The total "Not To Exceed" amount for the five years of the contract is \$247,326.

BACKGROUND:

LYNX requires, on an as-needed basis, towing services for occasions when a bus cannot return to its operating base at LYNX Operations Center (LOC) or Osceola Satellite Facility (OSF) under its own power. This generally is a result of a system failure (engine, transmission, etc.) or an accident. LYNX will occasionally have buses towed to vendors for repair and/or buses between its locations to complete repairs. Additionally, LYNX has a need to tow automobiles and light trucks used as operational support vehicles and staff cars.

In July 2013, staff requested authorization by the Board of Directors to issue an Invitation for Bid (IFB) for towing services as the current contract expires on September 30, 2013. The contract will be effective October 1, 2013.

LYNX released Invitation for Bid (IFB) # 13-B17 for towing services on June 18, 2103. Bids were due on July 18, 2013. A total of two (2) bids were received for this contract.

Bids were received from the following firms:

- Johnson's Wrecker Service, Inc. \$247,326.
- RSC Corporation d/b/a Ace Wrecker \$270,094.

LYNX Board Agenda

Upon receipt of the bids, a formal review for pricing, responsiveness and responsibility was completed. After review, it was determined that the lowest responsive and responsible bidder is Johnson's Wrecker Service. The initial contract will be for three (3) years and the cost is estimated to be \$141,822. There are two (2) one (1) year options, each estimated to cost \$52,752. The total "Not To Exceed" amount for the five years of the contract is \$247,326.

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

This procurement is not a DOT assisted contract, therefore, does not qualify under 49 CFR Part 26 Disadvantaged Business Enterprise (DBE) with no projected DBE goal.

FISCAL IMPACT:

LYNX staff included \$50,000 in the FY2014 Proposed Operating Budget for towing services. The estimated FY2013 expense for towing services is \$54,545. Future years will be budgeted appropriately to support the services within the contract limits.

Consent Agenda Item #6.B. viii

To: LYNX Board of Directors

From: Daniel Healey
DIRECTOR OF ENGINEERING
Jeffrey Reine
(Technical Contact)
Brenda HERNANDEZ
(Technical Contact)
Blanche Sherman
(Technical Contact)

Phone: 407.841.2279 ext: 6023

Item Name: Award Contracts
Authorization to Award a Contract to Spencer Fabrication for LYNX-Style Bus Shelters

Date: 9/19/2013

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to award a contract to Spencer Fabrication for manufacturer of LYNX-style bus shelters.

BACKGROUND:

LYNX released Invitation for Bid (IFB) #13-B09 for a new LYNX-style shelter manufacture contract as a result of Board approval of this process provided on April 11, 2013. Bids were due back to LYNX on June 20, 2013. A total of five bids were received on this project.

Proposals were received from the following firms:

- Spencer Fabrication, Inc. \$36,865.
- Decamil \$41,274.
- Duo-Guard Industries, Inc. \$56,849.
- Kemco Industries, Inc. \$66,055.
- G & C Welding Specialists \$73,474.

The five firms responded to the IFB providing bids on a total of four (4) different shelter types (10' x 10', 15' x 15', 6' x 9' and 6' x 13') and associated spare parts. This allowed for a direct comparison of bids and provides unit prices for calculating future work orders.

LYNX Board Agenda

Following the receipt of the bids, a formal review of the prices and responses to the bid package were reviewed. After this review, it was determined that the lowest responsive and responsible bidder was Spencer Fabrication, Inc. with a bid of \$36,865. Note that the pricing provided reflects the aggregate total for a single unit price for each item requested in the bid package (i.e. the price for a single bus shelter, single leaning rail, etc). A summary of the breakdown for an individual shelter is provided in the table below.

Item	Cost
Shelter 10' X 10' with Ring Seat	\$5,995.00
Shelter 15' X 15' with Ring Seat	\$12,175.00
Shelter 6' X 9' with leaning rail	\$3,600.00
Shelter 6' X 13' with scroll work	\$4,995.00
Solar light (flexible panel)	\$1,495.00
Solar light (rigid panel)	\$1,395.00
Total value of spare parts (based on quantities of 1 each of parts requested)	\$7,210.00
Lump Sum Total	\$36,865.00

As an example from this table, a single 10' x 10' shelter with the flexible solar panel would be a cost \$5995.00 + \$1395.00 for a total cost \$7390.00

The term of the contract is for three (3) years with two (2) one (1) year extensions.

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

DBE participation goal of 1% to Merit Fasteners Corp.

FISCAL IMPACT:

LYNX staff included \$1,098,148 in the FY2014 Proposed Capital Budget for the purchase of bus shelters.

Consent Agenda Item #6.B. ix

To: LYNX Board of Directors

From: Daniel Healey
DIRECTOR OF ENGINEERING
Jeffrey Reine
(Technical Contact)
Desna Hunte
(Technical Contact)
Brenda HERNANDEZ
(Technical Contact)

Phone: 407.841.2279 ext: 6023

Item Name: Award Contracts
Authorization to Award a Contract to Barracuda Building Corporation for the Installation of Bus Shelters

Date: 9/19/2013

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to award a contract to Barracuda Building Corporation for the installation of LYNX passenger shelters and amenities.

BACKGROUND:

LYNX released Invitation for Bid (IFB) #13-B15 for a new shelter installation contract as a result of Board approval of this process provided on April 11, 2013. Bids were due back to LYNX on August 8, 2013. A total of two bids were received on this project; however, one was found to be non-responsive based on conditions submitted that deviated from the requirements of the solicitation document.

A valid proposal was received from:

- Barracuda Building Corporation \$83,232.

Following the receipt of the bids, a formal review of the prices and responses to the bid package occurred. After this review, it was determined that the lowest responsive bidder was Barracuda Building Corporation. The bid covered the tasks of site demolition and preparation, traffic control, groundwork, installation of concrete pads, and installation of LYNX passenger shelters with associated site hardware. The firms responded to the bids by providing an individual unit cost for each different shelter types LYNX installs and associated site work tasks (i.e. ADA

loading pad, sidewalk etc). This allowed for a direct comparison of bids and provides the required pricing for calculating future work orders.

The total cost listed above is an aggregate of the unit prices of these associated tasks. A typical cost for shelter installation using these prices is approximately \$6,000.00 to \$7,000.00. This can vary depending on the size shelter being installed.

The term of the contract is for three (3) years with two (2) one (1) year extensions.

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

No Disadvantaged Business Enterprise (DBE) goal participation has been set on this contract.

FISCAL IMPACT:

LYNX staff included \$1,116,867 in the FY2014 Proposed Capital Budget for the installation of bus shelters.

Consent Agenda Item #6.B. x

To: LYNX Board of Directors

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

Phone: 407.841.2279 ext: 6100

Item Name: Award Contracts
Authorization to Award a Contract to Glover Oil Companies, Inc. for the Purchase of B-99 Biodiesel Fuel

Date: 9/19/2013

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to award a contract to Glover Oil Companies, Inc. to provide B-99 biodiesel for the period of October 1, 2013 through September 30, 2014 at the OPIS daily average price.

BACKGROUND:

Contract #12-C04 with the Glover Oil Company expires on September 30, 2013. On July 18, 2013, LYNX Procurement staff issued an Invitation for Bid (IFB) for B-99 Biodiesel. Sealed bids were due back on August 20, 2013. The bid requested suppliers to provide a fixed fee price per gallon (excluding cost of the fuel) using the Oil Price Information Services (OPIS) daily average. The fixed fee cost includes the cost to deliver the fuel and profit.

The following bids were received:

	<u>Fixed Fee / Gallon</u>	<u>Pump Off Fee**</u>
Glover Oil	-.3925	0
Mansfield Oil	-.1522	\$45.

The low responsive and responsible vendor is Glover Oil.

The vendor will coordinate price changes, if required, on a quarterly basis due to the fluctuations in biodiesel feed stock's commodity pricing. The unit markup includes all tax credits associated with IRS Notice 2008-100.

LYNX Board Agenda

** LYNX will only incur the pump off fee in the event the pumps on the above ground tanks at the LYNX Operations Center fail and the Contractor must use their pump to off load the fuel.

FISCAL IMPACT:

LYNX staff included \$2,454,488, excluding fuel used at Osceola Satellite Facility, in the FY2014 Proposed Operating Budget to support the purchase of B-99 biodiesel fuel. The estimated FY2013 expense for the purchase of B-99 biodiesel fuel is \$1,936,747. When the bio-diesel fueling system is inoperable, regular diesel fuel is utilized, which can result in a lower usage of bio-diesel fuel, but does not impact the overall budget total for fuel as displayed in the chart below.

Description	FY13	FY14	Variance
	Estimated Expense	Proposed Budget	
Dyed Ultra Low Sulfur Diesel	\$ 9,109,998	\$ 8,626,718	\$ (483,280)
B-99 Bio-Diesel	1,936,747	2,454,488	517,741
Total	\$ 11,046,745	\$ 11,081,206	\$ 34,461

Consent Agenda Item #6.B. xi

To: LYNX Board of Directors

From: John Lewis
CHIEF EXECUTIVE OFFICER
David Burnett
(Technical Contact)

Phone: 407.841.2279 ext: 6017

Item Name: Award Contracts
Authorization to Award a Contract to Ben's Paint Supply for Body Shop
Paint and Materials

Date: 9/19/2013

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to award contracts for paint and materials to be used in the Body Shop to Ben's Paint Supply. The term of the contracts will be for three (3) years with two (2) one-year options for a five year total of \$250,000.

BACKGROUND:

The Paint and Body shop maintains a fleet of two hundred eighty-four (284) buses plus seventy-eight (78) support vehicles. This includes everything from full paint restoration due to a collision to minor dents, scraps and touch ups. There are five (5) basic colors for the buses, pink, orange, blue, red and green.

This IFB was divided into three (3) categories; Miscellaneous Supplies, Paint Mixing Systems and Vinyl products. LYNX has chosen to use PPG (Pittsburg Paint & Glass) Delfleet Essential/Matthews Products as a complete paint/graphic system.

In addition, many of the buses and cars are wrapped with some type of advertising in a vinyl wrap.

In May 2013, staff requested authorization by the Board of Directors to issue an Invitation for Bid (IFB) for paint and materials that will be used in the Body Shop.

The IFB was issued on June 12, 2013 by Procurement staff and due on July 10, 2013.

One bid was received from Ben's Paint Supply for the Paint and Miscellaneous Supplies in the amount of \$555,019 for a five year period. Only one bid was received from Accugraphic Sales,

Inc. for the Vinyl products in the amount of \$349,637 for a five year period. Both firms were found to be responsive and responsible.

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

No Disadvantaged Business Enterprise (DBE) goal has been set on this contract. However, this it is not a DOT assisted contract.

FISCAL IMPACT:

LYNX staff included \$50,000 in the FY2014 Proposed Operating Budget for paint supplies. The estimated FY2013 expense for paint supplies is \$47,843.

Consent Agenda Item #6.C. i

To: LYNX Board of Directors

From: John Lewis
CHIEF EXECUTIVE OFFICER
David Burnett
(Technical Contact)

Phone: 407.841.2279 ext: 6017

Item Name: Extension of Contracts
Authorization to Execute the First Option Year of Contract #11-C17 with DesignLab, Inc. to Provide Operator Uniforms

Date: 9/19/2013

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to exercise the first option year of Contract #11-C17 with DesignLab, Inc., to provide uniforms for LYNX bus operators. This is the first of three (3) one-year options.

BACKGROUND:

Per the Union Contract, bus operators receive a yearly uniform allowance to be used for the purchase of shirts, pants, jackets, caps and other authorized items from the authorized supplier. In May, 2011 the contract to provide uniforms to LYNX operators was awarded to DesignLab, Inc.

In July 2013, the Board of Directors authorized an increase in the "Not-to-Exceed" amount for the second year of the contract from \$160,520 to \$181,170 due to an increase in total operators.

FISCAL IMPACT:

LYNX staff included \$184,260 in the FY2014 Proposed Operating Budget for operator uniforms. The estimated FY2013 expense for operator uniforms is \$170,455.

Consent Agenda Item #6.C. ii

To: LYNX Board of Directors

From: **Matthew Friedman**
DIRECTOR OF MARKETING COMM
Maria Colon
(Technical Contact)
Ro Norman
(Technical Contact)

Phone: 407.841.2279 ext: 6206

Item Name: **Extension of Contracts**
Authorization to Execute the First Option Year of Contract #11-C06 with Just Program, LLC d/b/a Solodev Website Design and Hosting Services and to Amend Contract

Date: 9/19/2013

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to exercise the first option year of Contract #11-C06 with Just Program, LLC d/b/a as Solodev for the design and hosting of golynx.com. Staff also is requesting to add \$65,000 to the contract value for ongoing content management support (CMS), expanded server capability. In addition, this contract increase will allow LYNX to modify the website to communicate information to the public on various transit initiatives including SunRail, LYMMO, fare purchase options, and way-finding.

BACKGROUND:

At the July 2010, Board of Directors meeting staff requested permission to execute a contract with Solodev to host and design an updated GoLYNX.com. LYNX' website provides an avenue for customers, community leaders and staff with beneficial links in using LYNX services and obtaining the latest information available about the organization.

The website is vital to LYNX business. Solodev has served as an extension of LYNX staff to provide technical expertise with the support and hosting of the site.

The original scope was \$85,000 spread through a five (5) year period.

During the site design additional tools were added to the project for customer convenience including an official mobile site, Google Transit trip planner, social media connection directly from the site and expanded fare shopping cart. These additions have increased traffic by around

LYNX Board Agenda

ten (10) percent and made GoLynx.com an international web destination for Central Florida trip planning.

Additional money was required to increase our server memory due to increase visits and prevent hacking.

Information Technology staff has explored the option of bringing a staff member in-house for additional programming work and support. The estimated cost with benefits is \$90,000-\$100,000 annually.

Solodev has fulfilled the contract requirements to date.

FISCAL IMPACT:

LYNX staff included \$65,000 in the FY2014 Proposed Operating Budget to support the annual contract amount for anticipated services. The estimated FY2013 expense for website hosting and design services is \$29,388.

Consent Agenda Item #6.C. iii

To: LYNX Board of Directors

From: Kathy Clary
BUSINESS DEVELOPMENT OFFICER
Kathy Clary
(Technical Contact)

Phone: 407.841.2279 ext: 6161

Item Name: Extension of Contracts
Authorization to Execute the Third Option Year of Contract #10-C23 with VPSI for the Operation of the VanPool Program

Date: 9/19/2013

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to execute the second and final option year of Contract #10-C23 with VPSI for the period of October 1, 2013 through September 30, 2014.

BACKGROUND:

The LYNX' VanPool Program was developed 21 years ago to provide additional commuter options for the Central Florida community to get to work. The vanpool program offers individuals who live and work in the same area a reliable, affordable method to get to work each day. LYNX staff is responsible for marketing and overseeing the vanpool program. LYNX manages the entire rideshare matching process and assists employers with the implementation of commuter programs and formation of vanpool groups as well as maintaining ridership and vanpool participation.

VPSI works alongside LYNX to take care of the fleet management of the operation. Fleet management includes scheduled maintenance and repairs, tires, towing, wash and detail. The contract also includes the insurance to cover commuter vanpools, which only make one round trip. The bulk of our vanpools are commuter vanpools with a total of 88 vans in service and 7 agency vanpools which make multiple trips.

FISCAL IMPACT:

The VanPool Program users fees set forth by LYNX are priced to support the administration, management, maintenance, and overall operations of the program. LYNX and VPSI performs an annual account reconciliation to compare the total fares collected to the total expenses. The following are the program results for FY2012, FY2013 estimated, and FY2014 projected.

LYNX VANPOOL PROGRAM
CONTRACT # 05-004

	FY2012 Actual	FY2013 Projected	FY2014 Projected
LYNX- Vanpool & Agency Fares	\$403,263	\$451,602	\$811,504
VPSI - Vehicle Service Fees	\$324,822	\$305,281	\$551,152
Total Administrative/Maintenance Fees	\$112,777	\$165,041	\$244,073
Program Income/(Loss)	(\$34,336)	(\$18,720)	\$16,279
Section 5307 Funding Generated by Vanpool Service	\$1,164,013	\$1,271,371	\$1,253,435
Adjusted Program Income/(Loss)	\$1,129,677	\$1,252,651	\$1,269,714

Overall, in FY2014, the VanPool Program is expected to result in a program income in the amount of \$16,279 based on the anticipated expansion and timely replacement of the current fleet. In addition, the revenue miles generated by this service, continues to provide Federal 5307 funds to support the needs of the program.

Consent Agenda Item #6.C. iv

To: LYNX Board of Directors

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

Phone: 407.841.2279 ext: 6023

Item Name: Extension of Contracts
Authorization to Execute the First Option Year of Contract #11-C18 with
Diamond Investigation and Security, Inc. to Provide Security Services

Date: 9/19/2013

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to exercise the first option year for Contract #11-C18 for security services with Diamond Investigations and Security, Inc., to start on October 1, 2013 and end September 30, 2014.

BACKGROUND:

On July 1, 2011, LYNX entered into contract #11-C18 with Diamond Investigations and Security, Inc. to provide security services to LYNX facilities. Security services have increased since the start of the contract due to the addition of the South Street Facility (Access-LYNX), the Kissimmee Satellite Facility operation, plus the additional increase of people associated with Megabus and Red Coach staging 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 of 8,000 passengers per day. With the construction of the SunRail platform at LYNX Central Station we will also add to the existing foot traffic coming into the terminal. The extension takes this into account by adding a concierge security guard to augment existing security staff once SunRail is operational and also to provide for another supervisor as well.

FISCAL IMPACT:

LYNX staff included \$856,734 in the FY2014 Proposed Operating Budget for contracted security services. The estimated FY2013 expense for contracted security services is \$834,125.

Consent Agenda Item #6.D. i

To: LYNX Board of Directors

From: Kathy Clary
BUSINESS DEVELOPMENT OFFICER
Kathy Clary
(Technical Contact)

Phone: 407.841.2279 ext: 6161

Item Name: Miscellaneous
Authorization to Purchase 97 Vanpool Vehicles for Replacement and Expansion

Date: 9/19/2013

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to purchase ninety-seven (97) vanpool vehicles for replacement and expansion purposes for the vanpool program, in the amount of \$3,201,000, less \$350,000 for vehicle conversion. 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 eighty-eight (88) 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 twenty two (22) vanpool vehicles that will exceed their retirement mileage in FY2014. 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 seventy-five (75) vans will be needed for expansion. These expansion vans will be used to support Sunrail connectivity, the opening and the VA Hospital in Lake Nona, and the continued growth of the program through outreach and community awareness campaigns.

LYNX Board Agenda

LYNX is looking to purchase forty (40) 7-passenger, thirty (30) 10-passenger, twenty (20) 12-passenger and seven (7) 15-passenger vehicles to maintain and grow the program. The total cost for ninety-seven (97) vehicles is \$3,201,000.

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

Vanpool Vehicles	Quantity	Unit Cost	Total Cost
7 Passenger Vans	40	\$30,735	\$ 1,229,400
10 Passenger Conversion	30	\$34,484	\$ 1,034,520
12 Passenger Conversion	20	\$34,947	\$ 698,940
15 Passenger Vans	7	\$34,020	\$ 238,140
Total Vehicles	97		\$ 3,201,000

FISCAL IMPACT:

LYNX staff included \$3,201,000 less \$350,000 for vehicle conversions in the FY2014 Proposed Capital Budget for the replacement and expansion of ninety-seven (97) commuter vans. The vans will be 100% federally funded.

Consent Agenda Item #6.D. ii

To: LYNX Board of Directors

From: Donna Tefertiller
DIRECTOR OF HUMAN RESOURCES
Brian Anderson
(Technical Contact)

Phone: 407.841.2279 ext: 6119

Item Name: Miscellaneous
Authorization to Adopt Resolution 13-008 for the Amendment and
Restatement of the LYNX Money Purchase Plan 001

Date: 9/19/2013

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization to adopt Board Resolution #13-008 to amend and restate the LYNX Money Purchase Plan 001.

BACKGROUND:

LYNX currently contributes 12% of compensation on the behalf of an administrative employee to current LYNX Money Purchase Plan. In an effort to contain costs for the agency effective 10/1/2013 all newly hired administrative employees would have an employer contribution rate of 6% with the employees having the ability to put in 1, 2, or 3% of their pay that would be matched at 50%. All existing employees would continue at the current contribution levels.

FISCAL IMPACT:

LYNX staff included the employer contributions for all vacant positions at 7.5% in the FY2014 Proposed Operating Budget.

CFRTA RESOLUTION 13-008

A RESOLUTION OF THE CENTRAL FLORIDA TRANSPORTATION AUTHORITY (d.b.a LYNX) APPROVING THE AMENDMENT AND RESTATEMENT OF THE LYNX MONEY PURCHASE PLAN (PLAN NO. 001)

WHEREAS, the Central Florida Regional Transportation Authority (the "Employer") heretofore established the LYNX Money Purchase Pension Plan (plan no. 001) (the "Plan") on October 1, 1994 and last amended and restated the Plan effective August 1, 2012; and

WHEREAS, it has been proposed that the Employer amend and restate the Plan; and

WHEREAS, the proposed Plan design changes may generally be summarized as follows:

1. Update the service provider's name and address to reflect that MassMutual Retirement Services (which recently acquired the prior service provider's (Hartford Life Insurance Company) business) will continue as the Plan's service provider.
2. Update the plan sponsor's address.
3. Update the plan administrator's address.
4. Add Internal Revenue Code section 414(h) "pick-up" contributions up to 3% and a 50% matching contribution of same, for employees hired on or after October 1, 2013. Provide those employees with a one-time, irrevocable election to not make the pick-up contributions.
5. Provide that there is no age or service requirement for pick-up contributions or matching contributions.
6. Provide that there is no last-day or hours requirement for matching contributions.
7. Provide a 5-year cliff vesting schedule for the new matching contributions.
8. Provide that the employer's contribution period for matching contributions is the payroll period.
9. Provide that forfeitures of matching contributions may either reduce the employer's contribution obligation or be used to pay plan expenses, as the plan administrator determines.
10. Change the allocation formula for nonelective contributions to reflect an employer contribution of either: (i) 12% of compensation for participants hired prior to October 1, 2013, or (ii) 6% of compensation for participants hired on or after October 1, 2013.

11. Change the employer's nonelective contribution period from a plan-year basis to a payroll-period basis.
12. Update the trustee appointments as specified in CFRTA Resolution 13-006.
13. Generally provide an effective date of October 1, 2013, with an earlier effective date for the trustee appointments as provided in CFRTA Resolution 13-006.

WHEREAS, the Employer may, but is not required to, implement the provisions of Internal Revenue Code Section 414(h)(2) and has determined that the tax benefit provided under that section should be offered to any employee who would be eligible to make employee contributions to the Plan.

NOW, THEREFORE, IT IS RESOLVED, by the Board of Directors that the proposed amendment and restatement of the Plan is approved.

RESOLVED, by the Board of Directors that effective as of the later of October 1, 2013 or the adoption of this resolution, the Employer shall, pursuant to Internal Revenue Code Section 414(h)(2), pick up all employee contributions to the Plan made by employees through a binding, irrevocable payroll deduction authorization. No employee contributions prior to the Employer's adoption of this resolution shall be picked-up.

RESOLVED, by the Board of Directors that the pick-up contributions, although designated as employee contributions, shall be paid by the Employer in lieu of employee contributions by the employee.

RESOLVED, by the Board of Directors that employees who are eligible to make pick-up contributions shall be given a one-time, irrevocable option to not make pick-up contributions, as permitted under the Internal Revenue Code and related Treasury Regulations.

RESOLVED, by the Board of Directors that employees shall not have the option of choosing to receive pick-up contribution amounts directly instead of having them paid by the Employer to the Plan.

RESOLVED, by the Board of Directors that any employee classified as a senior officer of the Employer is authorized to prepare and execute, on behalf of the Employer, Plan documents and any other documents necessary to effectuate the amendment and restatement of the Plan and these resolutions.

**CERTIFICATION OF THE ADOPTION OF THE PROPOSED RESOLUTION 13-008
APPROVING THE AMENDMENT AND RESTATEMENT OF THE LYNX MONEY
PURCHASE PLAN (PLAN NO. 001)**

APPROVED AND ADOPTED this ____ day of _____, 2013, by the Governing Board of Directors of the Central Florida Regional Transportation Authority.

CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY

By: Governing Board

By: _____
Chairman

ATTEST:

Assistant Secretary

Consent Agenda Item #6.D. iii

To: LYNX Board of Directors

From: Blanche Sherman
DIRECTOR OF FINANCE
Leonard ANTMANN
(Technical Contact)

Phone: 407.841.2279 ext: 6100

Item Name: Miscellaneous
Authorization to Issue a Purchase Order in the Amount of \$145,200 to Tribridge for LYNX' Fare Collection Program Support and Implementation Planning Assistance

Date: 9/19/2013

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to issue a Purchase Order in the amount of \$145,200 to Tribridge for support and implementation planning assistance for LYNX' Fare Collection Program (FCP).

BACKGROUND:

LYNX has a Fare Collection Program initiative underway in conjunction with the Florida Department of Transportation's (FDOT's) SunRail commuter rail service and VOTRAN's Bus Service as a regional partnership and integrated service delivery initiative. This is a key program that is critically important in order to provide an integrated fare collection system to the riding public as well as upgrade and automate the existing fare collection equipment in order to provide for a superior customer experience.

A fully integrated and automated fare collection system is very complex and has the potential to experience numerous challenges that have historically hindered successful, timely and on-budget deployment for numerous transit systems in the U.S. Thus, it becomes important to enlist the services of a qualified consultant experienced in automated fare collection technologies and processes implementation to provide program management, implementation management and oversight support to the program.

LYNX, through a contract competitively let by the State of Florida, has selected Tribridge Holdings, LLC to provide the services of their Florida Certified DBE partner nMomentum, who is uniquely qualified to service the needs of this project. In addition to technical staff augmentation services, some of the additional services provided include:

LYNX Board Agenda

1. Develop a comprehensive implementation plan along with prioritizing and identifying key activities and critical path items needed to be performed by each working group/department.
2. For Customer Service:
 - Develop Business Rules and Decision Matrix
 - Determine optimal organizational setup
 - Develop support policies and setup of difference levels
 - Coordinate training
3. For Finance and Revenue department:
 - Assess media encoding, revenue collection and processing, cash handling facilities for adequacy
 - Assess current technology infrastructure and determine additional needs
 - Develop finance and revenue business plan related to new AFCS
 - Develop needed policies and procedures
4. For Marketing department:
 - Conduct gap analysis and develop business plan
 - Provide support for branding strategy
 - Develop customer awareness and employee communications plan
 - Review and support partnership programs
5. Discuss and strategize network and infrastructure data security and PCI compliance support for Information Technology department.
6. For Maintenance and Security personnel:
 - Develop procedures for responding to alarm and event conditions
 - Coordinate training needs
 - Assist maintenance personnel with development of activities related to on-board equipment management and maintenance
7. For Training department:
 - Assist with coordination of the on-board systems training
 - Assist Training department with strategy and requirements for AFCS for various stakeholders
8. Provide periodic executive briefings on the project progress as required.

FISCAL IMPACT:

LYNX staff included funding in the amount of \$2,319,596 in the FY2014 Proposed Capital Budget for the purchases of Fare Collections Equipment, including Ticket Vending Machines.

Consent Agenda Item #6.D. iv

To: LYNX Board of Directors

From: **Stuart Boggs**
DIRECTOR OF PLANNING & DEVELOP
Antonio Pimpinella
(Technical Contact)
Michael Knispel
(Technical Contact)
Andrea Ostrodka
(Technical Contact)

Phone: 407.841.2279 ext: 6009

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

Date: 9/19/2013

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to enter into the Knight/LYNX Late Evening/Weekend Service Agreement with the University of Central Florida (UCF) Student Government Association (SGA) for late evening weekend bus service.

BACKGROUND:

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

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

FISCAL IMPACT:

LYNX staff included \$129,323 in the FY2014 Proposed Operating Budget to support the services under this contract.

BUS SERVICE AGREEMENT

by and between

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

and

**UNIVERSITY OF CENTRAL FLORIDA,
acting on behalf of its STUDENT GOVERNMENT ASSOCIATION
(the Client)**

Relating to providing bus service to the
University of Central Florida Campus and its environs

July 22, 2013

TABLE OF CONTENTS

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

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Schedule of Exhibits

- Exhibit “A” –KnightLYNX routes**
- Exhibit “B” – Description of Bus Service**
- Exhibit “C” – Schedule of Service Times and Stops**
- Exhibit “D” – Service Costs**

BUS SERVICE AGREEMENT

THIS BUS SERVICE AGREEMENT (the “**Agreement**”) made and entered as of this ___ day of _____, 2013, by and between:

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY d/b/a LYNX (hereinafter referred to as “**LYNX**”), a body politic and corporate, created by Part II, Chapter 343, Florida Statutes, whose address is 455 North Garland Avenue, Orlando, Florida 32801

and

UNIVERSITY OF CENTRAL FLORIDA, acting on behalf of its STUDENT GOVERNMENT ASSOCIATION (hereinafter referred to as the “**Client**”), a body politic, created by Title XLVIII, Chapter 1004, Florida Statutes, having an address of 4000 Central Florida Parkway, Student Union Building Room 214, Orlando Florida, 32816.

The Client and LYNX shall sometimes each be referred to as a “**Party**” and collectively as the “**Parties**”.

WITNESSETH:

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

WHEREAS, the Client is made up of a diverse group of student leaders who pride themselves in creating the best learning and social environment for all students at the University of Central Florida, and are interested in providing safe transport to those they represent, in Orlando, Orange County, Florida, which is generally described in **Exhibit “A”** attached hereto (the “**POA Area**”); and

WHEREAS, the Client and its constituents desire and have a need for public transportation service in certain portions of the POA Area in order to facilitate transportation for students, faculty and other persons seeking transport to and from residences and other points of interest located in the POA Area; and

WHEREAS, the Parties desire that LYNX shall provide Bus Service in the POA Area to provide additional public bus transportation, and LYNX is prepared to do so pursuant to the terms and conditions of this Agreement.

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

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

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

<u>Bus Service</u>	shall mean the bus service to be provided by LYNX in and to the POA Area as set forth in this Agreement and on <u>Exhibit “B”</u> attached hereto. The Bus Service therefore not only includes service actually in the POA Area, but other service outside and which runs to the POA Area.
<u>FDOT</u>	shall mean the Florida Department of Transportation.
<u>Fees</u>	shall mean the fees to be paid to LYNX by the Client for providing the Bus Service as set forth and described in Paragraph 5 below.
<u>FTA</u>	shall mean the Federal Transit Administration.
<u>Hourly Cost</u>	shall mean an hourly cost of \$_____ to provide Bus Service. The Hourly Cost is inclusive of fuel and administration costs and may be offset by Matching Contributions, when applicable.
<u>Matching Contributions</u>	shall mean any matching grants, if any, that LYNX may obtain from time to time based upon the KnightLYNX program.
<u>Service Schedule</u>	shall mean the frequency, times and stops for the Bus Service to be provided by LYNX, as set forth and described on <u>Exhibit “C”</u> attached hereto.

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

(a) In providing Bus Service, LYNX agrees to the following:

- (1) LYNX shall check for current UCF student identification and allow all UCF students to ride free of charge. All other passengers will be required to pay a fare as per paragraph 5 below.
- (2) LYNX shall track and provide ridership to the Client on a monthly basis.
- (3) LYNX shall provide KnightLYNX signage at KnightLYNX bus stops.

(b) In regard to providing said Bus Service, the obligation of LYNX is subject to the following:

- (1) Federal, state and local regulations applicable to LYNX including, but not limited to, the rules and regulations promulgated from time to time by FDOT and/or FTA as applicable to LYNX.
- (2) All conditions beyond the reasonable control of LYNX including, but not limited to, Acts of God, hurricanes, matters of public safety, etc.

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

3. **TERM.** This Agreement shall be effective as of July 1, 2013 (the “**Commencement Date**”) and shall continue for monthly periods (each, a “**Period**”) until June 30, 2014, or termination by either Party, whichever comes first. Either Party may cause this Agreement to terminate by providing ninety (90) days written notice to the other Party. Notice shall serve to terminate the Agreement as of the start of the next full Period beginning after the ninety (90) day notice period. Notwithstanding the above provision regarding the Term of this Agreement, the obligation of LYNX to provide the Bus Service will be contingent upon timely receiving payment of the Monthly Cost of Bus Service (as hereinafter defined) as set forth in paragraph 5 below.

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

5. **PAYMENT FOR BUS SERVICE.** The Bus Service to be provided by LYNX pursuant to this Agreement is in consideration of the Client paying to LYNX a monthly fee (the “**Monthly Cost of Bus Service**”), which is determined, for any given month, by multiplying the number of actual total hours of Bus Service provided for that month by the Hourly Cost and subtracting any applicable Matching Contributions. In that regard, the Parties do hereby agree as follows:

(a) Within thirty (30) days after the end of each and every month, LYNX shall provide to the Client an invoice reflecting the Monthly Cost of Bus Service for said month, as well as an accounting in reasonable detail sufficient to show how the Monthly Cost of Bus Service was calculated. The Client shall remit a payment in the amount of the Monthly Cost of Bus Service for said month, as reflected on the invoice, to LYNX within thirty (30) days after the receipt of such invoice.

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

University of Central Florida Student Government Association
c/o Joe Sciarrino in the A&SF Business Office
4000 Central Florida Parkway, Student Union Building Room 215, Orlando
Florida, 32816.

(c) LYNX shall be entitled to any and all revenue generated by fares in connection with providing the Bus Service. LYNX shall, with each monthly invoice, provide documentation to Client regarding the amount of said revenue generated.

(d) Payment may be subsidized by Matching Contributions, as set forth in paragraph 7 below, but there is no guarantee by LYNX as to what Matching Contributions, if any, may be available for Bus Service.

(e) In any event, the obligation of LYNX to provide the Bus Service is expressly contingent upon it receiving and only to the extent it is paid the Monthly Cost of Bus Service as set forth above.

(f) **Exhibit “D”** attached hereto contains an initial estimate of the annual fee for Bus Service should Bus Service continue for a full 12-month period. Notwithstanding the foregoing, the aforementioned estimate is for illustrative purposes only and will not impact the Monthly Cost of Bus Service in any way.

6. **SECURITY DEPOSIT.** No security deposit is required of Client under this Agreement.

7. **MATCHING CONTRIBUTIONS.** The parties anticipate that LYNX will seek from time to time matching grants based on the KnightLYNX program and LYNX will in good faith seek to obtain matching grants to do so. However, in applying for matching grants, LYNX may use its reasonable judgment as to the matching grants available for the overall LYNX operations; but to the extent LYNX obtains matching grants using the KnightLYNX program, then those matching grants will be used for the Bus Service and will deem to be the “Matching Contributions” as defined above. As such, Client’s payment for Bus Services will be adjusted accordingly. If either party receives a grant that allows for capital improvements (e.g., lighting and shelters at bus stops) to the KnightLYNX program, those improvements shall be mutually agreed upon in a separate writing.

8. **DEFAULT.** In the event either Party defaults under this Agreement, the non-defaulting Party, before declaring a default, shall give written notice to the defaulting Party, and the defaulting Party shall have thirty (30) days within which to cure said default. Notwithstanding the foregoing:

(a) In the event of nonpayment of any Fees, LYNX shall have the right to immediately terminate the Bus Service.

(b) In the case of LYNX, the sole remedy available to LYNX, in the event of a payment default under paragraph 5, is to terminate the Bus Service and recover any unpaid Fees for Bus Service provided but remaining unpaid for.

9. **ACCESS OVER PRIVATE PROPERTY.** The Parties understand that with respect to the Bus Service, most of the Bus Service provided in the POA Area is provided over open and unrestricted roads only, and said roads will be deemed to be “public.” Other roads would be deemed to be “private” such as, for example, roads behind gates, etc., and these would be roads not owned and operated by any governmental unit. If, and to the extent, the Bus Route at any time extends over any private roads or property owned by the Client in the POA Area, the Client hereby grants a revocable non-exclusive license to LYNX over its property so that LYNX may provide the Bus Service pursuant to this Agreement. In addition, should the Bus Route extend over private property which is not owned by the Client, the Client will cooperate with LYNX in seeking authorization from those persons having an interest in such private property.

10. **ADVERTISING.** The Parties are aware and understand that LYNX undertakes an advertising program on its buses. From time to time, buses will be taken out of service for maintenance and repair and replacement, and future buses will also be used from time to time to provide the Bus Service. In addition, various rules (including FTA guidelines) provide for random assignment of buses. With this background:

(a) LYNX will be entitled to place on the buses which it uses to provide the Bus Service, advertising from time to time. Should the Client desire to place KnightLYNX and/or UCF SGA advertising during the Bus Service, Client will provide said advertising, to be placed on the buses by LYNX personnel.

(b) LYNX, in collaboration with the Client, shall have the right in its reasonable discretion to decide what buses and the type of the buses that will be used to provide the Bus Service. The Client requests, whenever possible, to utilize the gold-painted 29' buses.

(c) All KnightLYNX advertising and marketing materials, including signage, produced by LYNX shall be approved by Client prior to printing and distribution.

The foregoing assignments and other matters regarding the buses in the Bus Service will be subject in all respects to all applicable laws including FTA and FDOT requirements. Any advertising revenue obtained from LYNX in connection with the Bus Service will be the sole property of LYNX.

11. **INDEMNIFICATION.** To the extent permitted under Florida law, the Client shall indemnify and save LYNX completely harmless in respect of liability and of damages, costs and expenses in connection with any damage or injury whatsoever to persons or property arising out of the use, management, operation, occupation, ownership, maintenance or control of the Bus Route and arising out of the negligence of the Client, or any of its Members, or any of their employees or agents.

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

13. **NON-ASSIGNABILITY.** This Agreement is not assignable by either Party without the prior written consent of the other Party.

14. **RELATIONSHIP OF PARTIES.** The Parties are aware and agree that the relationship between LYNX and the Client under this Agreement shall be that of an independent contractor and not an agent.

15. **NO THIRD PARTY BENEFICIARY.** This Agreement is solely between the Parties hereto and no person or persons not a Party hereto shall have any rights or privileges whatsoever either as a third party beneficiary or otherwise.

16. **NOTICE.** Any notice permitted to be given to either Party under this Agreement shall be in writing and shall be deemed to be given (i) in the case of delivery, when delivered to the other party as set forth in this Agreement, (ii) in the case of mailing, three (3) days after said notice has been deposited, postage pre-paid, in the United States mail and sent by certified or return receipt requested to the other

Party at the address set forth in the preamble to this Agreement and (iii) in all other cases when such notice is actually received by the Party to whom it has been sent. Notices shall be sent to the following:

- As to LYNX: Blanche Sherman, Director of Finance
455 North Garland Avenue
Orlando, Florida 32801

- with a copy to: Lisa Darnall, COO
455 North Garland Avenue
Orlando, Florida 32801

- As to the Client University of Central Florida Student Government Assoc.
4000 Central Florida Blvd
Student Union Bldg room 215
Orlando, Florida 32816
Attn: Joe Sciarrino, A&SF Business Office
Telephone: (407) 823-5548
Telecopy: (407) 823-6356

- with a copy to: W. Scott Cole
Office of the General Counsel
4000 Central Florida Blvd
Millican Hall, Suite 360
Orlando, FL 32816-0015
Telephone: (407) 823-2482
Telecopy: (407) 823-6155

Either Party may change the address to which any notices are to be given by so notifying the other Party to this Agreement as provided in this paragraph.

17. **COSTS AND ATTORNEY’S FEES.** In the event a dispute arises between the Parties hereto in regard to this Agreement and suit is brought, the prevailing party in such suit shall be entitled to recover from the non-prevailing party its reasonable costs and attorney’s fees (and paralegal’s fees), including its reasonable costs and attorney’s fees (and paralegal’s fees) in any appellate action involving such suit.

18. **GOVERNING LAW.** This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. The Parties further agree that the exclusive venue and jurisdiction over any action arising under this Agreement shall be in the courts of Orange County, Florida. Each party expressly waives any right to a jury trial.

19. **MISCELLANEOUS.**

(a) **Sovereign Immunity.** The Parties are aware and understand that each Party is a governmental body created by the Florida Legislature, and, as such, is entitled to the benefit of sovereign immunity under the laws of the State of Florida. Nothing contained in this Agreement, the relationship between the Parties hereto, the providing of the Bus Service, or otherwise shall in any way whatsoever constitute any waiver by either Party

of its rights to invoke sovereign immunity as a governmental entity. The Parties acknowledge that under the principles of sovereign immunity, each Party is liable for its tortious acts only up to the amounts of \$200,000/\$300,000 as specifically provided for in Section 768.28, Florida Statutes, or such other amount as may be specified in the future through any modification of said statute by the legislature.

(b) **Force Majeure.** The rights, obligations and duties of the Parties hereunder shall be subject to any causes beyond their reasonable control including, but not limited to, Acts of God, hurricanes, storms, and, in the case of LYNX, government regulations and directives applicable to it. However, nothing shall relieve the obligation of the Client to timely make the payment of the Monthly Cost of Bus Service as set forth herein.

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

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

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

(f) **No Restrictions as to Other Service.** Nothing contained in this Agreement shall restrict LYNX in any way whatsoever as to any other service which it may provide in the POA Area, whether adding or dropping service.

(g) **Benefits of Service.** The Fee to be paid by the Client to LYNX is net, and shall not be reduced based upon any other funding or benefits that LYNX may be receiving including, but not limited to, any funding that LYNX receives from the FTA as a part of its overall ridership total or any collection of bus fares.

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

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

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

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

(k) **Adjustment of Bus Routes.** The Parties are aware and understand that with respect to any adjustment or modification of Bus Service, LYNX will be required to follow State and Federal guidelines relating to adjustments and modification of Bus Service. This will generally require a minimum of one hundred twenty (120) days in order to provide various required public notices. If modifications to routing are mutually agreed upon in writing by the Parties, said modifications shall not be subject to the timing terms of this paragraph and may be implemented by such written agreement.

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

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

20. **COMPLETE AGREEMENT.** This Agreement constitutes the complete agreement between the Parties hereto with respect to the management and distribution of the Bus Services contemplated herein and it may not be amended, changed or modified except by a writing signed by the Party to be charged by said amendment, change or modification.

[Signatures Begin On Following Page]

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

**UNIVERSITY OF CENTRAL FLORIDA,
acting on behalf of its STUDENT
GOVERNMENT ASSOCIATION**

By: _____
Ray Puskas, Director of Purchasing

Dated: _____

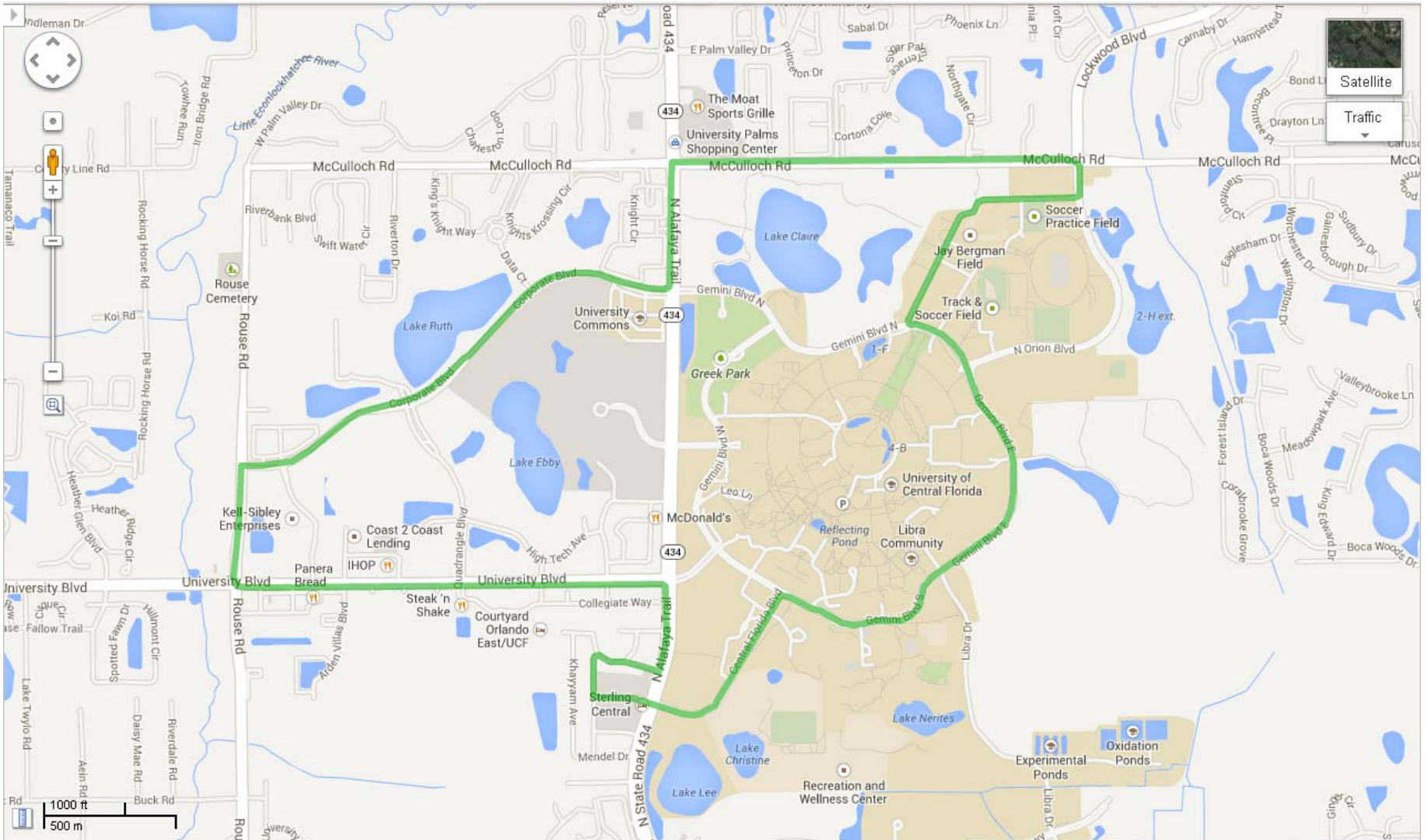
**CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY**

By: _____
John Lewis, Chief Executive Officer

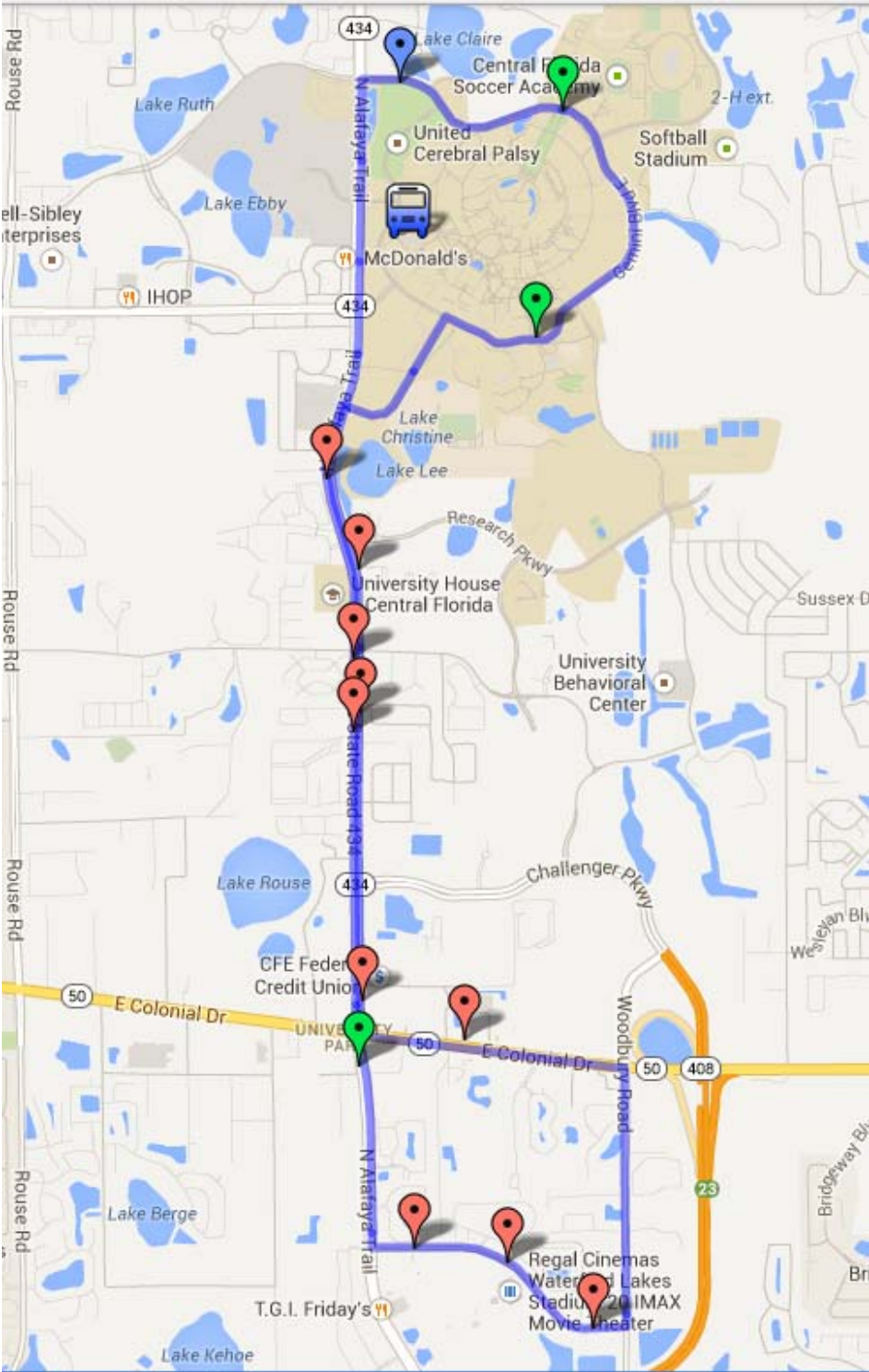
Dated: _____

EXHIBIT "A" KNIGHTLYNX POA Area

KnightLYNX 211, Green Line



KnightLYNX 210 Blue Line



KnighLYNX 212 Red Line

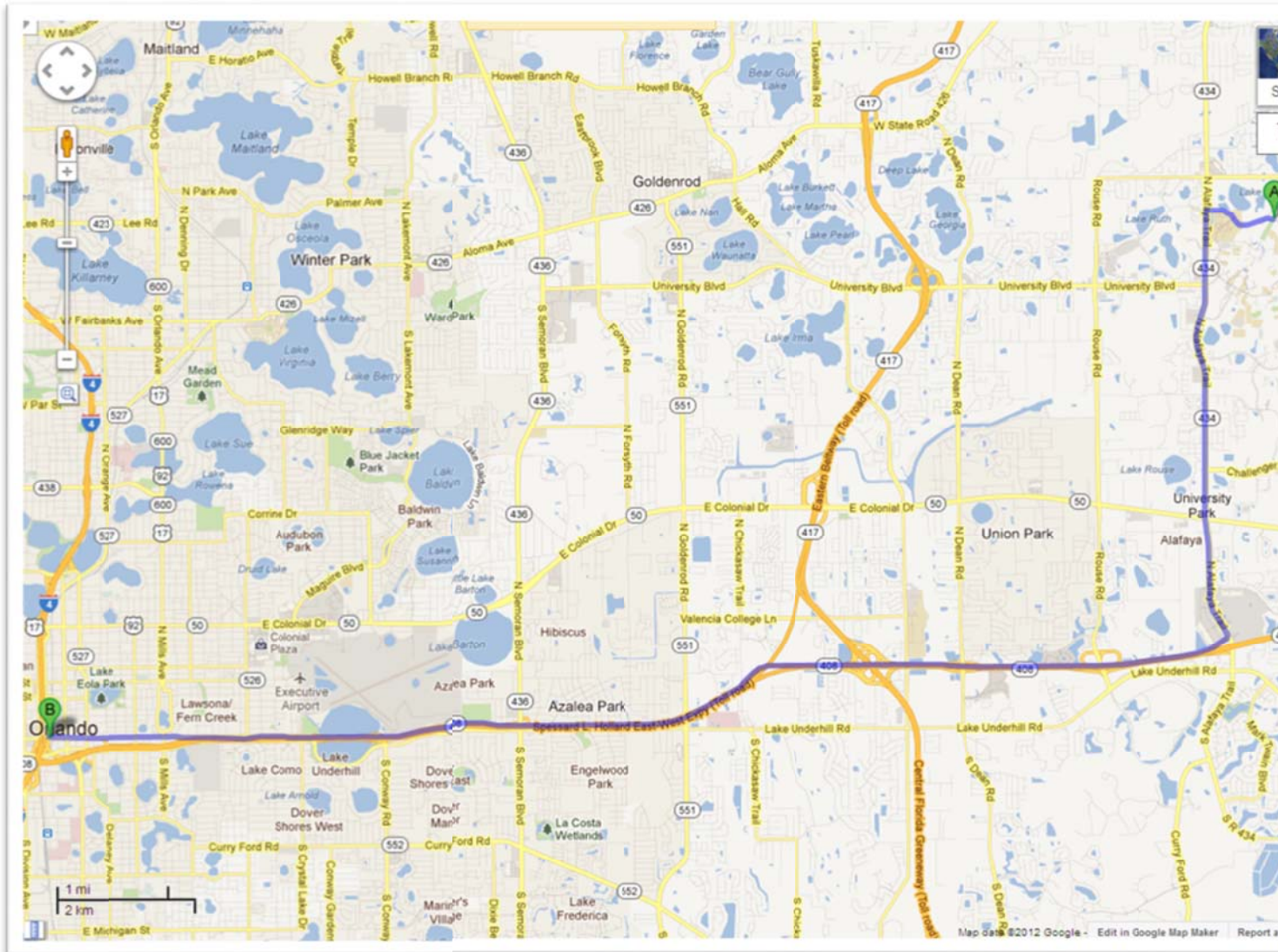


EXHIBIT “B”

Description of Bus Service

LYNX will provide late night bus service to the Client for the purpose of getting students, faculty and others to and from various residences and points of interest on the UCF campus and residences and points of interest along McCulloch Rd. bordered by Alafaya Tr and Orion Blvd, Alafaya Tr. bordered by McCulloch Rd and Waterford Lakes Pkwy, University Blvd bordered by Rouse Rd and Alafaya Tr, Colonial Dr. bordered by Alafaya Tr and Woodbury Rd., Woodbury Rd bordered by Colonial Dr and Waterford Lakes Blvd, and Waterford Lakes Blvd bordered by Woodbury Rd and Alafaya Tr., as well as to downtown Orlando.

To serve the Client, LYNX will operate three distinct and separate routes hereby called KnightLYNX. **KnightLYNX 01** will originate and terminate at the UCF Arena and operate as a circulator with its primary area of service being the UCF campus, McCulloch Rd, University Blvd., and Alafaya Tr. to Central Florida Blvd.

KnightLYNX 02 will originate and terminate at the UCF Arena and operate as fixed route with service to Waterford Lakes Town Center via Alafaya Tr, Colonial Dr, Woodbury Rd and Waterford Lakes Pkwy. Stops will be made as indicated on the POA map in addition to client-approved existing LYNX bus stops.

KnightLYNX 03 will originate and terminate at the UCF Arena and operate as fixed route with service to Garland Ave and South Street in Orlando via Alafaya Tr, State Route 408, and South Street. Stops will be made at client approved existing LYNX bus stops.

EXHIBIT “C”

Schedule of Service Times and Stops

KnightLYNX will operate on Friday and Saturday nights from 8:00 PM to 3:00 AM. The KnightLYNX schedule will coincide with University of Central Florida student semesters and will not operate during times when school is not in session. The exact dates of operation for KnightLYNX will be determined by the Client at least four (4) weeks prior to the start of the upcoming semester and may be altered with at least three (3) weeks’ notice.

[NOTE: These times are not guarantees; they are projected times for stops and starts and are subject to best efforts by LYNX, including matters associated with traffic, accidents, etc.]

KnightLYNX 211 Green Line Schedule

UCF Arena	University Blvd / Turbine Dr.	UCF Recreation Center	UCF Arena
8:00p	8:11p	8:17p	8:21p
8:20p	8:31p	8:37p	8:41p
8:40p	8:51p	8:57p	9:01p
9:00p	9:11p	9:17p	9:21p
9:20p	9:31p	9:37p	9:41p
9:40p	9:51p	9:57p	10:01p
10:00p	10:11p	10:17p	10:21p
10:20p	10:31p	10:37p	10:41p
10:40p	10:51p	10:57p	11:01p
11:00p	11:11p	11:17p	11:21p
11:15p	11:26p	11:32p	11:36p
11:30p	11:41p	11:47p	11:51p
11:45p	11:56p	12:02a	12:06a
12:00a	12:11a	12:17a	12:21a
12:15a	12:26a	12:32a	12:36a
12:30a	12:41a	12:47a	12:51a
12:45a	12:56a	1:02a	1:06a
1:00a	1:11a	1:17a	1:21a
1:15a	1:26a	1:32a	1:36a
1:30a	1:41a	1:47a	1:51a
1:45a	1:56a	2:02a	2:06a
2:00a	2:11a	2:17a	2:21a
2:15a	2:26a	2:32a	2:36a
2:30a	2:41a	2:47a	2:51a

KnightLYNX Route 210 Blue Line

UCF Arena	UCF Recreation Center	Alafaya Tr / Colonial Dr	Alafaya Tr / Waterford Lakes Pkwy	UCF Arena
8:00p	8:02p	8:09p	8:12p	8:30p
8:40p	8:42p	8:49p	8:52p	9:10p
9:20p	9:22p	9:29p	9:32p	9:50p
10:00p	10:02p	10:09p	10:12p	10:30p
10:40p	10:42p	10:49p	10:52p	11:10p
11:00p	11:02p	11:08p	11:11p	11:25p
11:15p	11:17p	11:23p	11:26p	11:40p
11:30p	11:32p	11:38p	11:41p	11:55p
11:45p	11:47p	11:53p	11:56p	12:10a
12:00a	12:02a	12:08a	12:11a	12:25a
12:15a	12:17a	12:23a	12:26a	12:40a
12:30a	12:32a	12:38a	12:41a	12:55a
12:45a	12:47a	12:53a	12:56a	1:10a
1:00a	1:02a	1:08a	1:11a	1:25a
1:15a	1:17a	1:23a	1:26a	1:40a
1:30a	1:32a	1:38a	1:41a	1:55a
1:45a	1:47a	1:53a	1:56a	2:10a
2:00a	2:02a	2:08a	2:11a	2:25a
2:15a	2:17a	2:23a	2:26a	2:40a

KnightLYNX 212 Red Line

TOWARDS DOWNTOWN ORLANDO			
UCF Arena	Alafaya Tr / Colonial Dr	South St / Bumby Ave	South St. / Garland Ave
9:00p	9:14p	9:27p	9:36p
10:00p	10:14p	10:27p	10:36p
11:00p	11:14p	11:27p	11:36p

TOWARDS UCF			
South St. / Garland Ave	Anderson St / Bumby Ave	Alafaya Tr / Colonial Dr	UCF Arena
1:00a	1:14a	1:26a	1:40a
2:00a	2:14a	2:26a	2:40a
3:00a	3:14a	3:26a	3:40a

EXHIBIT “ D”

Annual Service Costs

Route 01/KnightLYNX 211/Green Line		
Fiscal Year 2014		
Friday		
	Total Hours	15.45
	Total Miles	212.03
	Peak Buses	2.00
Saturday		
	Total Hours	15.45
	Total Miles	212.03
	Peak Buses	2.00
Annual		
	Total Hours	911.55
	Total Miles	12,721.80
	Operating Cost	\$53,252.75

Route 03/KnightLYNX 212/Red Line		
Fiscal Year 2014		
Friday		
	Total Hours	9.65
	Total Miles	150.47
	Peak Buses	1.00
Saturday		
	Total Hours	9.65
	Total Miles	159.75
	Peak Buses	1.00
Annual		
	Total Hours	569.35
	Total Miles	9,306.60
	Operating Cost	\$33,261.43

Route 02/KnightLYNX 210/Blue Line		
Fiscal Year 2014		
Friday		
	Total Hours	12.42
	Total Miles	266.64
	Peak Buses	2.00
Saturday		
	Total Hours	12.42
	Total Miles	266.64
	Peak Buses	2.00
Annual		
	Total Hours	732.78
	Total Miles	15,998.40
	Operating Cost	\$42,809.01

Monthly Costs		
<u>Operating Month</u>	<u>Operating Days</u>	<u>Monthly Cost</u>
July-2013	2	\$ 4,383.84
August-2013	4	\$ 8,767.67
September-2013	8	\$ 17,535.35
October-2013	9	\$ 19,727.27
November-2013	10	\$ 21,919.18
December-2013	0	\$ -
January-2014	7	\$ 15,343.43
February-2014	7	\$ 15,343.43
March-2014	6	\$ 13,151.51
April-2014	4	\$ 8,767.67
May-2014	0	\$ -
June-2014	2	\$ 4,383.84

Total Annual Costs

Annual Hours
2,213.68

Hourly Rate
\$58.42

Total Cost
\$129,323.19

Consent Agenda Item #6.D. v

To: LYNX Board of Directors

From: **Stuart Boggs**
DIRECTOR OF PLANNING & DEVELOPMENT
Blanche Sherman
(Technical Contact)

Phone: 407.841.2279 ext: 6009

Item Name: **Miscellaneous**
Authorization to Ratify the Annual Participatory Funding Agreement with MetroPlan Orlando for FY2013/2014

Date: 9/19/2013

ACTION REQUESTED:

Staff is requesting the Board of Directors' ratification of the execution of the Annual Participatory Funding Agreement with MetroPlan Orlando in the amount of \$18,741 to support MetroPlan Orlando's role in planning and funding the Orlando Urban Area Transportation System.

BACKGROUND:

MetroPlan Orlando is the metropolitan planning organization for Orange, Osceola and Seminole counties 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 various transportation planning processes and committee and receives funds passed through MetroPlan Orlando.

The funding agreement follows the same format as last year's agreement. The funding base of \$0.75 per capita assessment established by the MetroPlan Orlando Board in FY1996/1997 will remain the same. However, due to the continuing budgetary issues facing our funding partners, MetroPlan Orlando has again reduced the population-based assessment for LYNX, down to \$18,741 for FY2013/2014. The funding amount of \$18,741 equals last year's assessment and represents six years of budget reductions.

FISCAL IMPACT:

LYNX staff included \$18,741 in the FY2014 Proposed Operating Budget to support this partnership. The estimated FY2013 expense for MetroPlan Orlando is \$18,741.

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY/METROPLAN ORLANDO (URBAN AREA METROPOLITAN PLANNING ORGANIZATION) FY 2013-2014 FUNDING AGREEMENT

THIS AGREEMENT, is made and entered into this _____ day of _____, 2013, by and between the **CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY**, an entity created by Florida Statutes, whose address is 455 North Garland Avenue, Orlando, Florida 32801 (hereinafter referred to as the "**AUTHORITY**"), and the **Orlando Urban Area Metropolitan Planning Organization, d/b/a MetroPlan Orlando, A Regional Transportation Partnership**, a metropolitan planning organization, whose address is 315 East Robinson Street, Suite 355, Orlando, Florida 32801-1949 (hereinafter referred to as "**METROPLAN ORLANDO**").

WITNESSETH

WHEREAS, metropolitan planning organizations (MPOs) are the lead transportation planning agencies in urban areas throughout the United States; and

WHEREAS, the Safe, Accountable, Flexible, Efficient Transportation Equity Act - A Legacy for Users (SAFETEA-LU) provides MPOs with the authority and responsibility for transportation planning and funding; and

WHEREAS, the quality of life and economic vitality of our community depends on coordinating transportation issues and developing complementary plans and policies; and

WHEREAS, METROPLAN ORLANDO has the lead role in formulating regional transportation plans and programs and coordinating transportation issues among local entities and the Florida Department of Transportation (FDOT); and

WHEREAS, METROPLAN ORLANDO has adopted the following Mission Statement:

To provide leadership in transportation planning by engaging the public and fostering effective partnerships.

METROPLAN ORLANDO shall achieve this mission by:

- a. Preparing and maintaining up-to-date transportation plans;
- b. Setting priorities for investing transportation resources to implement adopted regional plans;
- c. Shaping and communicating a regional perspective on transportation issues;
- d. Competing nationally and statewide for additional financial resources;
- e. Building strong alliances with the business community and residents of the region;
- f. Coordinating planning efforts with federal, state, and local governments and other transportation agencies; and
- g. Recruiting and retaining top quality staff and consultants.

WHEREAS, the AUTHORITY desires to enter into this Agreement with METROPLAN ORLANDO to provide it with funding to support the functions necessary to achieve METROPLAN ORLANDO's role in planning and funding the Orlando Urban Area Transportation System.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the AUTHORITY and METROPLAN ORLANDO agree as follows:

SECTION 1. RECITALS. The AUTHORITY and METROPLAN ORLANDO hereby declare that the recitals set forth above are true and correct and incorporated herein.

SECTION 2. REPORTING REQUIREMENTS. METROPLAN ORLANDO agrees to provide the AUTHORITY, on a quarterly basis commencing October 1, 2013, a written operational report which will include an accounting of all Unified Planning Work Program Tasks for the quarter. The report shall identify each program task, the costs allocated to the task, and the percentage of the task completed. Each quarterly report shall be cumulative.

SECTION 3. FISCAL YEAR 2013-2014 AUTHORITY FUNDING REQUIREMENTS. The AUTHORITY agrees to allocate EIGHTEEN THOUSAND SEVEN HUNDRED FORTY-ONE DOLLARS (\$18,741.00) to METROPLAN ORLANDO from the AUTHORITY's Fiscal Year 2013-2014 budget, to be utilized by METROPLAN ORLANDO during its fiscal year ending June 30, 2014, in accordance with this Funding Agreement. Said funds shall be paid to METROPLAN ORLANDO on a semi-annual basis. The first payment of NINE THOUSAND THREE HUNDRED SEVENTY AND 50/100 DOLLARS (\$9,370.50) shall be due and payable on October 1, 2013. The second payment of NINE THOUSAND THREE HUNDRED SEVENTY AND 50/100 DOLLARS (\$9,370.50) shall occur on or before April 1, 2014. The funding provided to METROPLAN ORLANDO by the AUTHORITY is contingent upon funding by all local governments who are represented on the METROPLAN ORLANDO Board; such funding being equal to SEVENTY-FIVE CENTS (\$.75) per capita based, at time of budget adoption, on the latest available estimates of population within each local government's jurisdiction as provided by the Bureau of Economic and Business Research, University of Florida. However, for the fiscal year ending June 30, 2014, there shall be an adjustment to reduce local assessment revenues from each city and county entity and publicly funded transit agencies. The dollar amount stated above reflects the reduction for FY 2013/2014.

SECTION 4. EFFECTIVE DATE, TERM. The effective date of this Agreement shall be the date of signature by the last party to sign this Agreement. The terms of this Agreement shall commence on the effective date and terminate on September 30, 2014.

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

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

SECTION 7. MISCELLANEOUS

- A. This Funding Agreement constitutes the entire agreement between the parties with respect to the specific matters contained herein and supersedes all previous discussions, understandings, and agreements, written or oral, between the parties hereto. Any amendments to or waivers of the provisions herein shall be made by the parties in writing. No other agreement, oral or otherwise, regarding the subject matter of this Funding Agreement shall be deemed to exist or to bind either party hereto.
- B. If any sentence, phrase, paragraph, provision or portion of this Funding Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed an independent provision and such holding shall not affect the validity of the remaining portions hereof.
- C. The parties hereby acknowledge that they have freely and voluntarily entered into this Funding Agreement and that each party has been given the opportunity to receive the advice of independent legal counsel for all negotiations in connection with this Funding Agreement.

SECTION 8. CONTROLLING LAWS

- A. This Funding Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida and all duly adopted ordinances, regulations, and policies of the AUTHORITY now in effect and those hereinafter adopted.
- B. The location for settlement of any and all lawsuits, claims, controversies, or disputes, arising out of or relating to any part of this Funding Agreement, or any breach thereof, shall be Orange County, Florida.
- C. The parties to this Funding Agreement agree to comply with all applicable Federal, State, and local laws, ordinances, rules and regulations pertaining to this Agreement.

SECTION 9. BINDING NATURE OF AGREEMENT. This Agreement shall be binding only between the AUTHORITY and METROPLAN ORLANDO.

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

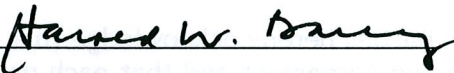
AUTHORITY: Chief Executive Officer
Central Florida Regional Transportation Authority
455 North Garland Avenue
Orlando, FL 32801

METROPLAN ORLANDO: Executive Director
MetroPlan Orlando
315 East Robinson Street, Suite 355
Orlando, FL 32801-1949

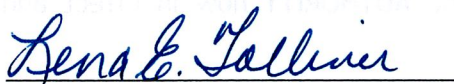
SECTION 11. AUDIT AND RECORDKEEPING PROCEDURES. METROPLAN ORLANDO shall keep and maintain all records related to this Funding Agreement and the services rendered pursuant to this Funding Agreement for the period required by the State of Florida General Records Schedule GS1-L for Local Government Agencies or other applicable State law, whichever is greater. Said records shall be made available to the public for inspection, examination and copying pursuant to the terms of Chapter 119, Florida Statutes. If any litigation, claim or audit is commenced, said records shall be maintained until all litigation, including appeals, claims or audits have been concluded or resolved.

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

METROPLAN ORLANDO

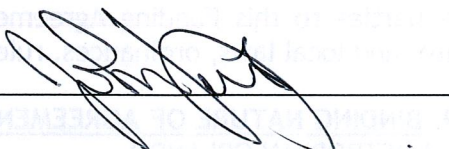
By: 
Print Name: Harold W. Barley
Title: Executive Director
Date: 6-5-13

ATTEST:

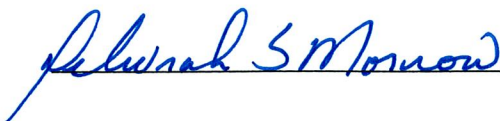


(CORPORATE SEAL)

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY

By: 
Print Name: John Lewis
Title: CEO
Date: 6/19/13

ATTEST:



Consent Agenda Item #6.D. vi

To: LYNX Board of Directors

From: **John Lewis**
CHIEF EXECUTIVE OFFICER
David Burnett
(Technical Contact)

Phone: 407.841.2279 ext: 6017

Item Name: **Miscellaneous**
Authorization to Increase the Not-to-Exceed Amount for the Purchase of Three Hybrid Electric Buses Under LYNX Contract #09-C05 with Gillig, LLC for the Parramore BRT Expansion

Date: 9/19/2013

ACTION REQUESTED:

Staff is requesting the Board of Directors’ authorization for the Chief Executive Officer (CEO) or designee to increase the not-to-exceed amount for the purchase of three (3) 35-foot hybrid electric buses for the Parramore BRT expansion from \$1,978,152 to \$2,003,766. This is an increase in the purchase amount of \$25,614 due to the increase in cost for advanced technology (Clever Device) that will be installed in the new buses. The purchase will be scheduled to be delivered beginning in October 2013.

BACKGROUND:

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. Participating agencies must pay a transaction fee of \$500 per bus, not to exceed \$10,000 per contract year. As lead agency, LYNX is exempt from paying the transaction fee.

In March 2012, the Board of Directors authorized the purchase of three (3) hybrid electric buses for the Parramore BRT expansion at a not-to-exceed amount of \$1,978,152.

The three (3) hybrid electric buses are required for the Parramore BRT expansion project. The new breakdown cost is as follows:

ITEM	Unit Cost	Extended Cost
35 FT LF BRT BAE HYBRID Diesel Transit Buses	\$667,619	\$2,002,857
Plant Inspection	\$303	\$909
Total (final cost is determined following pre-production meeting)		\$2,003,766

LYNX Board Agenda

*Expansion buses require additional equipment such as the farebox and camera system.

FISCAL IMPACT:

LYNX staff included \$2,003,766 in the FY2014 Proposed Capital Budget for three hybrid electric buses.

Consent Agenda Item #6.D. vii

To: LYNX Board of Directors

From: **John Lewis**
 CHIEF EXECUTIVE OFFICER
William Hearndon
 (Technical Contact)
Blanche Sherman
 (Technical Contact)

Phone: 407.841.2279 ext: 6017

Item Name: **Miscellaneous**
Authorization to Implement Paratransit Ridership Reduction and Cost Saving Efforts

Date: 9/19/2013

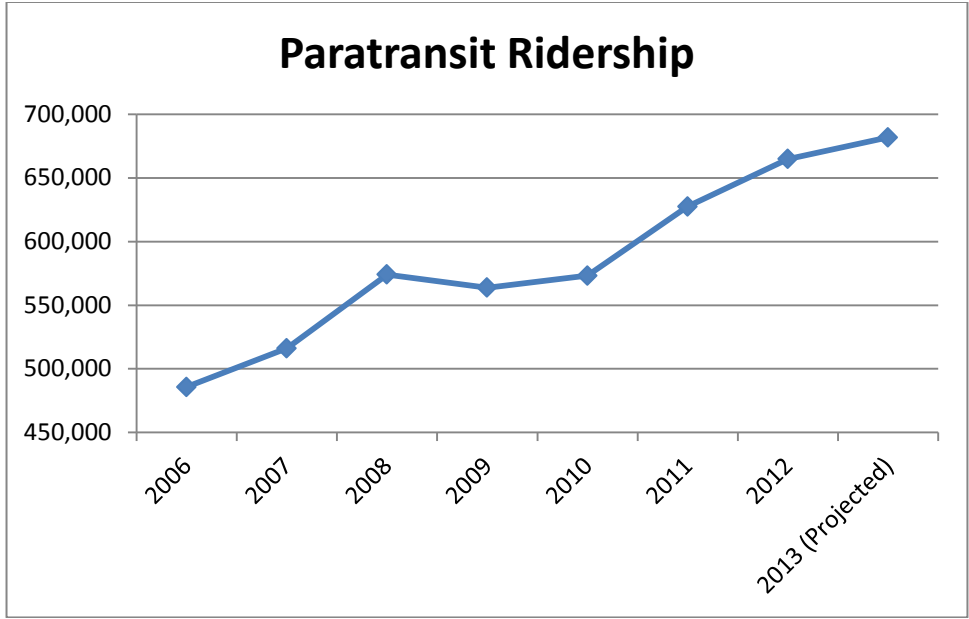
ACTION REQUESTED:

Staff is requesting the Board of Directors’ authorization for the Chief Executive Officer (CEO) or designee to implement the Audit Committee recommended paratransit ridership reduction and cost saving efforts.

BACKGROUND:

Paratransit ridership and expenses have continued to increase drastically over the past three years.

Calendar Year	ADA	Medicaid	TD	Total	Change
2006	220,657	159,907	105,158	485,722	N/A
2007	243,851	176,388	95,923	516,162	6.27%
2008	255,255	213,997	104,796	574,048	11.21%
2009	232,359	240,191	91,186	563,736	-1.80%
2010	238,535	255,833	78,838	573,206	1.68%
2011	249,194	286,733	91,487	627,414	9.46%
2012	261,177	292,496	111,159	664,832	5.96%
2013 (Projected)	263,433	295,708	122,628	681,769	2.55%



At each Audit Committee meeting held during the past year, presentations have been provided and discussions have ensued regarding efforts to contain the ridership and reduce expenses in the paratransit program.

Options that were provided to the Audit Committee and their recommendations to implement consist of:

1. Customer Incentive – Reduced Fares. RECOMMENDED.

Reduce fares for eligible paratransit customers when using LYNX’ fixed route or NeighborLink services.

Pros	Cons
<ul style="list-style-type: none"> No additional cost to LYNX 	

2. Customer Incentive – “Bus Buddy” Program. RECOMMENDED.

Provide fixed route and NeighborLink travel training and outreach by trained volunteers.

Pros	Cons
<ul style="list-style-type: none"> Minimal additional cost to LYNX (promotional items) Coordinator position may be eligible for grant funding 	

3. Provide Picture IDs to Ensure Eligibility. RECOMMENDED pending implementation of an integrated electronic fare payment system for paratransit customers.

Require customers to carry a LYNX issued photo identification to use the ACCESS LYNX program.

Pros	Cons
<ul style="list-style-type: none"> • Can be implemented with Smart Card (SunRail, LYNX, ACCESS LYNX) • Eliminate the need for paper “pre-paid fare tickets” • Reduced labor in selling and inventorying tickets • Easier customer access to replenish Smart Card online versus purchasing tickets at LYNX Central Station • Prevents others from using approved paratransit customers eligibility to receive transportation • Reduced cash handling by paratransit contractor • Staff experience when implementing the fixed route AdvantAge ID program 	<ul style="list-style-type: none"> • Manpower requirements to capture customers’ initial photos

4. Additional NeighborLink Routes. RECOMMENDED.

Implement additional NeighborLink routes in high-density paratransit ridership areas.

Pros	Cons
<ul style="list-style-type: none"> • Increased access for all transit customers • Transitioning one paratransit trip per hour covers the additional expense • Eight high density paratransit ridership areas already identified • May be eligible for grant funding 	<ul style="list-style-type: none"> • Additional grant funded capital may be required • Need for additional call center/dispatch staff

5. Focus on Conditional Eligibility. RECOMMENDED.

Transition conditionally eligible customers on a trip-by-trip basis to fixed route or NeighborLink services when those modes can be used to meet the customers transportation needs.

Pros	Cons
<ul style="list-style-type: none"> • Shows good stewardship of tax dollars • Bus Stop Accessibility Inventory near completion • Lower fare for the customer 	<ul style="list-style-type: none"> • Paratransit customer resistance • Increased customer concerns

An average of 329 (14.9%) trips of our 2,209 average weekday ACCESS LYNX trips are for conditionally eligible customers.

Implementing conditionally eligible trip requirements will allow the reservationist to look at each transportation request on a trip-by-trip basis to determine the customer’s ability to use other modes – fixed route, NeighborLink, and/or SunRail. If a customer is able to use another mode to

meet their travel needs, they will be referred to that mode and not granted a trip on ACCESS LYNX.

Without directly speaking with customers and performing path of travel reviews, it is difficult to project the potential of moving customers to other modes. A desktop survey of 100 trips for conditionally eligible customers was completed. Of those 100 trips, 34% appear to be eligible to consider transitioning to other modes of travel.

Applying the 34% to the daily average and annualizing the figures, that would be approximately 29,084 trips – or \$872,520.

Below is case study funded by the Federal Transit Administration:

Case Study on Trip-by-Trip Eligibility

Access Transportation in Pittsburgh, Pennsylvania

Long considered a national model for thorough trip-by-trip eligibility, Access Transportation in Pittsburgh, Pennsylvania provides 1.8 million total paratransit rides annually, which includes ADA paratransit, senior transportation, and coordinated agency paratransit service. About 32 percent of Pittsburgh's 4200 eligible paratransit riders are considered conditionally eligible.

Since Access has provided 100 percent trip-by-trip eligibility since 1996, many riders with conditional eligibility are now using the fixed route system for more of their rides and are requesting fewer paratransit trips—the system reports that the 32 percent of riders with conditional eligibility only request about 18 percent of all trips. Of these 18 percent, roughly 40 percent are subscription trips and have already been screened, or only need to be screened once. This leaves only about 10 percent of all trips that are non-subscription and being requested by riders with conditional eligibility. Many of these are trips that riders have taken in the past, since most paratransit riders use the service for three to five common trips, so they have already been screened.

Access provides about 40,000 ADA trips a month, which means approximately 4,000 non-subscription trips by conditional riders monthly, or approximately 130 non-subscription conditional rider requests a day. But since most of these have already been screened, since they were made by riders in the past, Access Director Karen Hoesch indicated that only about 30 of these 130 daily trips need a new review, which can be provided with approximately .5 (one-half) of a full-time staff person.

To allow riders some choice even if it is determined that certain trips can be made on fixed route, Access has implemented a policy they call the "convenience fare." If it is determined that a trip can be made by fixed route, but a rider still would like to take the trip by paratransit, for convenience or other reasons, the rider can pay twice the ADA paratransit fare and still get the trip as a non-ADA paratransit trip. Access feels that the convenience fare policy has been very useful in working with riders to implement trip eligibility.

Pittsburgh finds about 2,000 requested trips a month are not eligible for paratransit. Those 2,000 trips a month yield an annualized savings of \$450,000 a year. By reinforcing the trip-by-trip process every time people request transportation, soon many more people are choosing fixed route, and they don't even call to request a paratransit trip.

The experience gained by Access Transportation Systems in Pittsburgh is not unattainable or difficult to implement elsewhere. Once a transit agency has implemented conditional eligibility by thoroughly identifying and communicating the conditions under which each conditionally eligible person can use the fixed route system, trip-by-trip screening can begin at a manageable scale, by focusing on frequently-made trips, identifying those that can be made by fixed route, communicating this information to riders, and offering support to make the transition (such as someone to go with the person on the first fixed route trip). This is a "one-on-one" effort that can be implemented with available resources. If the system can only dedicate one person, she or he can begin with five-day-per-week trips, then move to four-day-per-week trips, and so on, focusing on one rider at a time and scaling the effort to available resources.

It does not take many successful transitions to the fixed route system to pay for the resources dedicated to this process. Positive benefits that outweigh the costs can begin immediately. Another benefit is communicating to paratransit riders through implementation of trip eligibility that the conditions of eligibility really mean something. Riders pay attention to them and make increasingly appropriate decisions on when to use the fixed route bus or train service.

6. Medicaid Closest Facility Enforcement. *Not currently recommended.*

Force Medicaid eligible paratransit customers to travel to the closest facility able to meet their medical needs.

Pros	Cons
<ul style="list-style-type: none"> • Reduced purchased transportation services expenses • Increased productivity • Increased on-time performance 	<ul style="list-style-type: none"> • May force customers to change medical providers • Paratransit customer resistance • Increased customer concerns

The Audit Committee was concerned with the negative impact this option might have upon our customers' healthcare.

7. Medicaid Trips No Longer Provided. *Not currently recommended.*

Provide the required 90-day notice of withdraw and no longer provide Medicaid Non-Emergency Transportation services with the coordinate system of the ACCESS LYNX program.

Pros	Cons
<ul style="list-style-type: none"> • \$7,667,668 in annual paratransit services savings 	<ul style="list-style-type: none"> • \$1,201,397 annual reduction in Federal Formula Fund revenue • Confusion of customers in which transportation provider to contact for different trip purposes

Note that Medicaid Reform will take place in two phases:

Managed Long Term Care
 Implementation to begin August 1, 2013
 Affects residents of nursing facilities

Managed Medical Assistance
 Implementation to begin October 1, 2014
 Affect almost all other Medicaid beneficiaries

After Medicaid Reform, those Medicaid beneficiaries that will remain with the Medicaid NET provider will include:

Prescribed Pediatric Extended Care
 Developmentally Disabled

The estimated annual Medicaid cost reductions by funding partner:

Funding Partners	Purchase Transportation Cost	Admin Cost	Less: Fares, etc.	Less: Medicaid Funding	Net Impact to Funding Partners
Orange County	\$ 5,089,798	\$ 1,249,255	\$ (261,610)	\$ (3,986,581)	\$ 2,090,862
Osceola County	1,334,941	327,652	(68,614)	(1,045,592)	548,387
Seminole County	1,242,929	305,068	(63,885)	(973,523)	510,589
Total	\$ 7,667,668	\$1,881,975	\$ (394,109)	\$ (6,005,696)	\$ 3,149,838

The Audit Committee chose not to recommend this option due to the unknown impact that Medicaid Reform might have on our overall program and the negative affect it could have on our customers' healthcare.

8. Reduce ADA Services to Federal Minimums. *Not currently recommended.*

Reduce ADA service to within 3/4-mile of a fixed route bus alignment and only operate on days and at times that specific fixed routes are in service.

Pros	Cons
<ul style="list-style-type: none"> • \$924,985 in annual paratransit services savings • Increased productivity • Increased on-time performance 	<ul style="list-style-type: none"> • \$149,878 annual reduction in Federal Formula Fund revenue • Paratransit customer resistance • Additional workload for reservationists and potentially longer call hold times • Frequent need to update service area maps within scheduling software upon each service change

The Audit Committee chose not to recommend this option out of sensitivity to the travel needs of our customers with disabilities.

9. Reduce Taxi Usage to 1%. RECOMMENDED.

Reduce the paratransit contractor’s ability to charge up to 1% of their total invoice for taxi back-up service to LYNX.

Pros	Cons
<ul style="list-style-type: none"> • \$132,774 in annual paratransit services savings 	<ul style="list-style-type: none"> • Limits the contractor’s ability to react to urgent situations • Limits the contractor’s ability to accommodate spikes in service requests • Reduces contractor’s on-time performance

10. Eliminate Taxi Usage. *Not currently recommended.*

Eliminate the paratransit contractor’s ability charge taxi back-up services to LYNX.

Pros	Cons
<ul style="list-style-type: none"> • \$285,412 in annual paratransit services savings 	<ul style="list-style-type: none"> • Removes the contractor’s ability to react to urgent situations • Removes the contractor’s ability to accommodate spikes in service requests • Reduces contractor’s on-time performance

The Audit Committee felt that this option would prevent the contractor from being able to react to unexpected situations.

FISCAL IMPACT:

<u>Paratransit Cost Containment Items</u>	<u>Financial Impact</u>
Customer incentives- reduced fares	lower cost per trip
Customer incentives- Buddy Program	no additional costs
Provide picture ID's to ensure eligibility	gain efficiencies & validity of eligible clients
Additional NeighborLink routes	gain efficiencies in highest density ridership areas, lower trip costs
Focus on conditional eligibility	Estimated savings assuming if 15% transferred to fixed route over a period of years
Reduce taxi usage to 1%	\$132,774 in annual savings with a 1% contract limit

LYNX staff included the reduction in taxi usage in the FY2014 Proposed Operating Budget.

Consent Agenda Item #6.D. viii

To: LYNX Board of Directors

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

Phone: 407.841.2279 ext: 6017

Item Name: Miscellaneous
Confirmation of the Appointment of Tangee Mobley to the Position of
Director of Transportation and Maintenance

Date: 9/19/2013

ACTION REQUESTED:

Staff is requesting the Board of Directors' confirmation of the appointment of Tangee Mobley to the position of Director of Transportation and Maintenance.

BACKGROUND:

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

FISCAL IMPACT:

LYNX staff included funds in the FY2014 Proposed Operating Budget to support this position.

Tangee Coble Mobley

Houston, Texas 77044

281.458.8538 (H); 410.294.9924 (C)

tangeemobley@yahoo.com

Summary of Qualifications

An experienced manager and leader in the transportation industry with twenty six years of increased managerial responsibility. Results-oriented leader with proven expertise in operations and fiscal management achieving service improvements and enhancements within budgetary restraints. Proven ability to deliver innovative solutions that fully support organizational growth, objectives, and priorities. An accomplished team leader, adept in developing, coaching, and guiding diverse team of professionals in delivering top performance. Demonstrated ability to communicate effectively with internal and external customers and effectively negotiate with unionized workforce and their executive body.

As a Senior Manager, interface and collaborate with local and community groups to support transit initiatives throughout the service area. Work closely with internal support departments to develop strategic plans to achieve established goals and objectives. Demonstrate a track record in improved key performance indicators for Bus Transportation.

Professional Experience

Has extensive experience in Bus Transportation operations with progressive increase in responsibility through roles of varied complexities. Have more than twenty six years of managerial experience and thirty four years of overall experience in transit. Diversified experience in all facets of bus operations including considerable experience as an executive manager over bus operations. These various positions require planning, coordination, managing, training, negotiating, and delegating in order to get the goals accomplished.

Continue to work toward a structured succession plan for internal candidates to help prepare them for upward mobility within the company. The established Transportation Operations Management Intern (TOMI) is essential in moving this concept forward. Developed and instituted a comprehensive Bus Operator Rule book, this was the first of this order. This manual will further encourage the cordial relationship between management and hourly represented employees. Instrumental in developing structured policies and procedures manuals for Bus Control and the Training department. Currently, developing a structured and codified policies and procedures manual for Service Supervision. Implemented a Mystery Rider program as a quality check on our service. Use the Mentoring program to pair junior or troubled employees with seasoned employees to assist in navigating and coping with the nuances of the job.

Metropolitan Transit Authority of Harris County 2006 - 2013

Senior Director Transportation (May 2006 – July 2013)

Oversight of all Transportation related activities. Responsible for five Operating facilities, with 1527 represented employees and 70 salaried employees. Servicing a 1300 square mile service area and responsible for supplying safe, reliable, and courteous, service to the citizens of the Houston service region with fixed route service and alternative service. Developed and collaboratively worked on the department's operating budget of \$99million. Direct the operations of Service Supervision, Bus Control, five Operating facilities, and the Training department. Effectively manage toward the four major key performance indicators: budget, complaints, accidents, and On Time Performance (OTP).

Fiscal year 2012 budget \$99 million, actual budget under goal by \$440k. Working with the FMLA administrator ensured that all parties were in line with the requirements under the law. Set goals for Lost Time

Tangee Coble Mobley

and Show Up to assist managers to track expenditures. Budgetary goals were accomplished by managing absenteeism through the following mechanisms:

- Manage budgeted headcount
- Effective administration of FMLA
- Monitor “Lost Time” reports to track facility budgetary compliance
- Track “Show Up” and “Guarantee” payout to gauge operating expenditures

Implemented a 2-day Certification Bus Operator training program to assist in reducing accidents and improve overall safe operations. This training utilizes the Vigil and Simulator technology to assist the Bus Operator in recognizing actual behaviors and the need for adjustments. The program has had a positive effect on the occurrences of accidents. The accidents has improved over last fiscal year.

Transportation department complaints are trending down compared to last fiscal year by 25%. To help achieve this goal, a customer focus program was rolled out to all Bus Operators. The program was tagged, GLADT, Greet, Listen, Apologize, Don’t Argue, Thank the Customer. A customer satisfaction survey was conducted which supported the basis of the program and reinforced the importance of courtesy.

- Developed a plan to aggressively tackle repeat Customer Complaint offenders
- Recognition program for Courteous Operators with NO Complaints
- Mandatory Customer Service Training

On Time Performance (OTP) continues to improve for our overall system. The OTP has improved by 6% over the past three fiscal years for our local service. Developed a system to focus on factors that can affect change on improving our OTP. The focus is on ahead of schedule observations through our integrated vehicle operating management system (IVOMS); the Bus Controller documents buses that are observed operating ahead of schedule. We couple this with periodic blitzes at the facilities to ensure timely departure from the facility.

Washington Metropolitan Area Transit Authority 1979 - 2006

General Superintendent (September 2003 – May 2006)

Responsible for supplying Bus Service to three major urban and suburban local jurisdictions, consisting of the District of Columbia, Maryland, and Northern Virginia. Oversee the operations of bus transportation consisting of 10 separate reporting divisions delivering public transportation service daily to the service area. This position manages Street Supervisory and Bus Control Communications that monitors and manages the bus service on the street. This service is administered with a \$189 mil budget. I have developed long term and short term strategic plans for vacancies, both supervisory and unionized. I have actively embraced new technology to make our service more attractive to our customers.

- Effectively managed the distribution of labor cost ending the last two fiscal years within budget. Labor cost was 98% of budget. FY-04 budget \$178 million, FY-05 \$188 million
- Created an Accident Analyst position to track and analyze trends and make recommendations to reduce the incidents of involvement.
- Created Task Forces to monitor our customers’ experience as mystery riders to make internal quality assessments of our service. This process has assisted us in ramping up needed training and procedural changes.
- Instituted a Mentoring Program between newly hired and season operators assisting with the adjustment into the industry.
- Created a “Tip” booklet of helpful facts for newly hired operators to maneuver through the structured environment of bus transportation.

Tangee Coble Mobley

Assistant General Superintendent (February 2003 - September 2003)

Managed the direction of 5 Bus Operating divisions. This involved managing 17 supervisors with 1164 bus operators. Advised divisional personnel on administrative and operational policies and procedures to enhance performance. Monitored absenteeism and accident statistics to ensure divisions remained within goal. Resolved internal personnel issues. Responded to internal and external complaints with resolutions.

- Primary negotiator with Union Business Agent in third step grievance process. Negotiated hundreds of grievances of varying degrees ranging from disciplinary actions to terminations.
- Active member of the Accident Review Board (a system consisting of three members, 1 union, 1 management, and 1 third party expert) who reviewed accidents on their merit and prevented grievances filed by operators. The decision was binding which substantially reduced the cost of grievances.

Superintendent (April 2001- February 2003)

- Monitored the overall day-to-day operations of the division.
- Managed and coached subordinates.
- Investigated and resolved issues in a timely manner.
- Ensured that line service was dispatched as scheduled.
- Oversaw the budgetary constraints of the division.

Assistant Superintendent (February 2000 - April 2001)

- Assumed the responsibilities of the Division Superintendent in their absence.
- Project Manager for Ride-On (bus service) Contract Service.
- Monitored the day-to-day operations of the Contract Service.
- Managed the supervisors and clerks in the day-to-day operations of the division.

Operations Supervisor (September 1992 - February 2000)

- Monitored operating personnel to minimize absenteeism.
- Prepared operational reports on accidents, incidents, attendance, complaints, etc.
- Conducted disciplinary interviews and took the appropriate disciplinary actions.
- Investigated and resolved customer complaints and operational problems.
- Reviewed payroll documentation for accuracy.
- Identified area where training was required and ensured that training was scheduled.

Street Supervisor (September 1987 - September 1992)

- Instructed bus operators on assignments and procedure.
- Documented accidents; disciplined operators via verbal warning and written citations.
- Ensured that bus scheduling was maintained.
- Made minor repairs on buses.
- Resolved public complaints and fare problems.

Positions Held throughout Career

- Senior Director Transportation 2006 - Present
- General Superintendent 2003 - 2006
- Assistant General Superintendent 2003 - 2003
- Superintendent 2001 - 2003
- Assistant Superintendent 2000 - 2001
- Operations Supervisor 1992 - 2000
- Street Supervisor 1987 - 1992
- Bus Operator Utility 1982 - 1987
- Bus Operator 1979 - 1987

Consent Agenda Item #6.D. ix

To: LYNX Board of Directors

From: John Lewis
 CHIEF EXECUTIVE OFFICER
 David Burnett
 (Technical Contact)

Phone: 407.841.2279 ext: 6017

Item Name: Miscellaneous
Authorization to Increase the Not-to-Exceed Amount for Four Hybrid Electric Buses Under LYNX Contract #09-C05 with Gillig, LLC for the East-West LYMMO Expansion

Date: 9/19/2013

ACTION REQUESTED:

Staff is requesting the Board of Directors’ authorization for the Chief Executive Officer (CEO) or designee to increase the not-to-exceed amount for the purchase of four (4) hybrid electric buses for the LYMMO East-West expansion from \$2,673,940 to \$2,689,824. This is an increase of \$15,884 due to an increase in the cost of advanced technology (Clever Device) that will be installed on the new buses. The purchased has been scheduled for delivery in October 2013.

BACKGROUND:

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. Participating agencies must pay a transaction fee of \$500 per bus, not to exceed \$10,000 per contract year. As lead agency, LYNX is exempt from paying the transaction fee.

In January 2012, the Board of Directors authorized the purchase of four (4) hybrid electric buses for the LYMMO expansion at a not-to-exceed amount of \$2,673,940.

The four (4) hybrid electric buses are required for the expansion of LYMMO services as part of the 3.73 mile Downtown Orlando East-West Circulator BRT Project. The new breakdown cost is as follows:

ITEM	Unit Cost	Extended Cost
35 FT LF BRT BAE HYBRID Diesel Transit Buses	\$663,052	\$2,652,208
Spare Parts, Tools and Training		\$30,000
Plant Inspection	\$404	\$1,616
Pre-Production Cost	\$1,500	\$6,000
Total (final cost is determined following pre-production meeting)		\$2,689,824

*Expansion buses require additional equipment such as the farebox and camera system. The additional cost is due to an increase in advanced technology that will be installed in the buses.

FISCAL IMPACT:

LYNX staff included \$2,689,824 in the FY2014 Proposed Capital Budget for four hybrid electric buses.

Consent Agenda Item #6.D. x

To: LYNX Board of Directors

From: Blanche Sherman
DIRECTOR OF FINANCE
William Hearndon
(Technical Contact)

Phone: 407.841.2279 ext: 6100

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

Date: 9/19/2013

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to increase the not-to-exceed amount of Contract #12-C02 with MV Transportation, Inc., to accommodate increased trip demand beyond RFP projections and assuming the non-core paratransit contract in the amount of \$4,364,757, and to amend the FY2013 Amended Operating Budget in the amount of \$602,520, accordingly.

BACKGROUND:

In March 2011, LYNX released RFP #11-R02 for Core Paratransit Services with ridership statistics based on calendar year 2010's ridership, plus an increase projected for growth. In calendar year 2011, paratransit ridership increased by 9.46%, an additional increase of 5.96% in 2012, and is currently projected to increase by 2.55% in calendar year 2013.

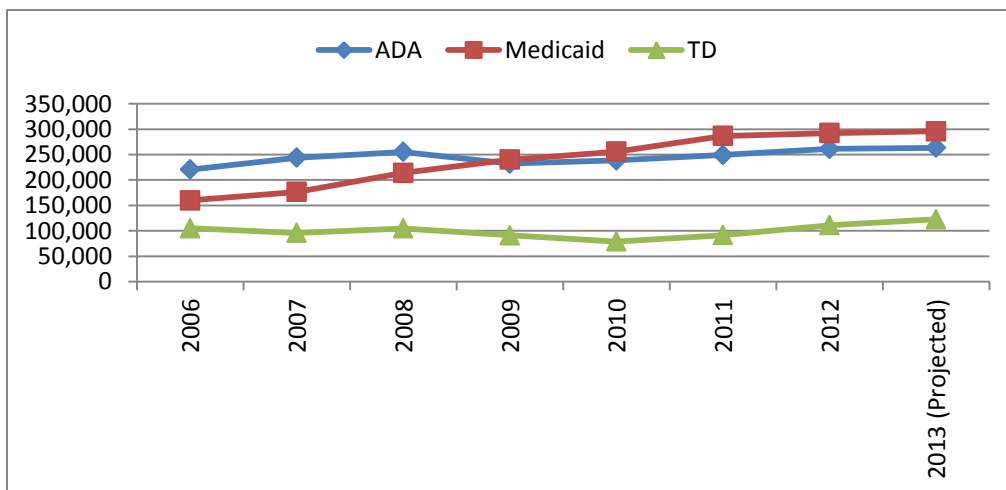
These extreme increases were unforeseen and unaccounted for in both the Core Paratransit Services RFP and Fiscal Year 2012 and 2013 budgets.

Paratransit ridership has continued to grow and experience tremendous increases.

Calendar Year	ADA	Medicaid	TD	Total	Change
2006	220,657	159,907	105,158	485,722	N/A
2007	243,851	176,388	95,923	516,162	6.27%
2008	255,255	213,997	104,796	574,048	11.21%
2009	232,359	240,191	91,186	563,736	-1.80%
2010	238,535	255,833	78,838	573,206	1.68%
2011	249,194	286,733	91,487	627,414	9.46%
2012	261,177	292,496	111,159	664,832	5.96%
2013 (Projected)	263,433	295,708	122,628	681,769	2.55%

While all programs have experienced increases in ridership, the most growth has been in the Transportation Disadvantaged program.

Calendar Year	ADA	Medicaid	TD	Total
2006	N/A	N/A	N/A	N/A
2007	10.51%	10.31%	-8.78%	6.27%
2008	4.68%	21.32%	9.25%	11.21%
2009	-8.97%	12.24%	-12.99%	-1.80%
2010	2.66%	6.51%	-13.54%	1.68%
2011	4.47%	12.08%	16.04%	9.46%
2012	4.81%	2.01%	21.50%	5.96%
2013 (Projected)	0.86%	1.10%	10.32%	2.55%



Transportation Disadvantaged (TD) trips may be prioritized and limited based on available funding, however Americans with Disabilities Act (ADA) and Medicaid sponsored trips cannot be limited.

In addition to growth, on March 30, 2013, MV Transportation assumed the Non-Core Paratransit Services Contract previously provided by Transportation America. In assuming the non-core work, funds were not added to the “not to exceed” amount of MV’s Core Paratransit Services contract.

Because of the extreme growth experienced in 2011, 2012, and projected for 2013 and MV Transportation assuming the Non-Core Paratransit Services contract in March 2013, MV Transportation is projected to provide services beyond their contractual “not to exceed” amount by \$4,364,757 in Fiscal Year 2013. Staff will request authorization to amend future contract years as needed.

FISCAL IMPACT:

LYNX staff included \$16,825,868 in the FY2013 Amended Operating Budget to support purchased transportation services through the MV Transportation. As such, the budgetary impact is not as significant as the contract overages as follows:

Contract Impact	MV Contract
Contract Amount	\$13,063,631
Projected Amount	17,428,388
Over(Under)	\$ 4,364,757

Budgetary Impact	Net Budgetary Impact
Budgeted Amount	\$16,825,868
Projected Amount	17,428,388
Over(Under)	\$ 602,520

Upon Board authorization, LYNX staff will further amend the FY2013 Amended Operating Budget in the amount of \$602,520 to support the projected contract amount. The total increased contract amount of \$4,364,757 has been funded as follows:

Funding Source	Amount	Board Action
Local	\$ 992,418	Anticipated Increase included in the Adopted Budget
ARRA Savings	\$1,847,381	Board amendment in April 2013
Reserves	\$ 281,089	Board amendment in April 2013
Transportation America Contract Balance	\$ 641,348	Board amendment in April 2013
Reserves	\$ 602,520	Board amendment in September 2013
Total Contract Amendment	\$4,364,757	

Action Agenda Item #7.A

To: LYNX Board of Directors

From: **Stuart Boggs**
DIRECTOR OF PLANNING & DEVELOPMENT
Blanche Sherman
(Technical Contact)

Phone: 407.841.2279 ext: 6009

Item Name: Authorization to Initiate the Public Participation Process for the Proposed SunRail Bus Feeder Plan

Date: 9/19/2013

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to initiate the public participation process for consideration of the proposed SunRail Bus Feeder Plan. Authorization is requested for this process to begin immediately for the feeder plan which will be implemented as part of the April 2014 service changes.

BACKGROUND:

As part of the rollout of SunRail commuter rail service, FDOT and LYNX have been working on development of a bus feeder plan that will provide a transit connection to and from the eleven train stations located within the LYNX service area. Staff is seeking public input as to how proposed changes will affect the community and identified Title VI populations. The Federal Transit Administration Title VI Circular 4702.1B requires an equity analysis be completed per the following:

“Service and Fare Equity Analysis for New Starts and Other New Fixed Guideway Systems. Transit providers that have implemented or will implement a New Start, Small Start, or other new fixed guideway capital project shall conduct a service and fare equity analysis. The service and fare equity analysis will be conducted six months prior to the beginning of revenue operations, whether or not the proposed changes to existing service rise to the level of “major service change” as defined by the transit provider. All proposed changes to parallel or connecting service will be examined. If the entity that builds the project is different from the transit provider that will operate the project, the transit provider operating the project shall conduct the analysis. The service equity analysis shall include a comparative analysis of service levels pre-and post- the New Starts/Small Starts/new fixed guideway capital project. The analysis shall be depicted in tabular format and shall determine whether the service changes proposed (including both reductions and increases) due to the capital project will result in a disparate impact on

minority populations. The transit provider shall also conduct a fare equity analysis for any and all fares that will change as a result of the capital project.”

LYNX is in the process of updating their Title VI Plan to be compliant with the revised Title VI Circular and will be conducting these activities consistent with the revised circular and the proposed plan update. Public involvement activities will also comply with the adopted LYNX Public Participation Program. Staff will compile comments from the workshops/hearings and incorporate them into final bus feeder plan.

Staff will bring the workshop results back to the Board and seek their approval of the final proposed bus feeder plan at the November 2013 Board meeting.

FISCAL IMPACT:

LYNX staff included funds from FDOT in the amount of \$331,870 in the FY2014 Proposed Operating Budget to support the preliminary SunRail Feeder Plan. LYNX' Planning staff is working with FDOT and LYNX Funding Partners to finalize the SunRail Feeder Plan for LYNX Board approval in November 2013.

Upon approval, LYNX Finance staff will seek Board authorization to amend the FY2014 Operating budget to support the final SunRail Feeder Plan based on secured funds from FDOT and LYNX funding partners, if needed.

Action Agenda Item #7.B

To: LYNX Board of Directors

From: Blanche Sherman
DIRECTOR OF FINANCE
Leonard ANTMANN
(Technical Contact)

Phone: 407.841.2279 ext: 6100

Item Name: Authorization to Initiate the Public Participation Process for the Proposed LYNX Fare Structure and Technology

Date: 9/19/2013

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to initiate the public involvement efforts related to the proposed fare structure and technology changes related to SunRail integration effective as of April 2014.

BACKGROUND:

The Federal Transit Administration (FTA) Title VI Circular 4702.1B requires that with the implementation of New Starts and Other New Fixed Guideway Systems a fare equity analysis be conducted at least six months prior to the start of service. LYNX, in coordination with the Florida Department of Transportation (FDOT) and Votran, developed a fare policy and proposed pricing structure. The FTA advised LYNX, Votran, and FDOT that all three agencies would need to conduct equity analysis for their respective agencies related to service implementation and/or modification and fare equity.

In May 2013, staff requested the Board of Directors' approval of a contract increase for Data Transfer Solutions, Inc. (DTS) to complete LYNX's Title VI Program Update and also the fare equity analysis compliant with the revised Title VI Circular 4702.1B and FTA's direction. As such, LYNX staff secured the services of Tindale-Oliver & Associates, Incorporated (TOA) a sub-consultant to DTS to perform the required fare equity analysis.

At this time, the recommendation for LYNX' fare structure is to maintain its existing fares for the current bus (regular fixed-route, Xpress, FastLink), NeighborLink, and paratransit services. Continuing the free fare on the existing LYMMO service is also being recommended at this time. The current service fare structure approved at the September 2011 LYNX Board of Directors Meeting with an effective date of December 4, 2011 is presented below.

LYNX Board Agenda

Service	LYNX Fare Structure Fare Type	Fare
Fixed Route	Full Fare	\$2.00
	Youth Fare	\$1.00
	Senior and Disabled Fare	\$1.00
	Income Qualified (IQ) Fare	\$1.00
	Transfers	Free
	Express	\$3.50
	Express Discount Fare	\$1.75
	Pick-Up-Line	\$2.00
	PUL Discount Fare	\$1.00
	Shuttle	Determined Per Event
	Children (age 6 and under)*	Free
	Daily	\$4.50
	Discount Daily	\$2.25
	7-Day	\$16.00
	Discount 7-Day	\$8.00
	30-Day	\$50.00
	Discount 30-Day	\$25.00
	Express Daily	\$6.50
	Express Daily Discount	\$3.25
	Express 7-Day	\$23.00
	Express 7-Day Discount	\$11.50
	Express 30-Day	\$70.00
		Express 30-Day Discount
Stored Value Discount Card		10% (not currently offered)
LYMMO	Single Ride	Free
Special Events	Shuttle – Single Ride	Determined Per Event
VOTRAN XL (Express LYNX)	Single Ride	\$ 3.50
	Seniors/Students	\$ 1.75
ACCESS LYNX	ADA Fare (Inside ¾ mile radius)	\$ 4.00
	ADA Fare (Outside ¾ mile radius)	\$ 7.00
	Medicaid Fare	\$ 1.00
<i>As authorized by the Local Coordinating Board</i>	TD Fare – 0 to 4.99 Miles	\$ 2.50
	TD Fare – 5 to 9.99 Miles	\$ 3.50
	TD Fare – 10 Miles	\$ 4.50

Transfers

Transfers are valid on the date issued and must be used by the purchasing rider within a specified time interval from when it was issued. The Chief Executive Officer, or designee, determines the appropriate time interval. Transfers cannot be used for stopovers or return travel.

Daily Pass

The daily pass is valid from 4:00 a.m. on the day of issuance until 3:00 a.m. the following day. The Chief Executive Officer, or designee, may make adjustments to the hours of validity as needed.

Discounted Fares and Passes

All Discounted Fare Riders must have a valid LYNX ID to purchase and use a discounted fare. Discounted fares and passes will be offered to the following riders:

Disabled

Disabled riders shall be qualified for the AdvantAge Pass program based on reasonable and sufficient procedures and criteria established by the Chief Executive Officer and documented in LYNX Policy.

Income Qualified

Income qualified riders shall be qualified for the AdvantAge Pass Program based on reasonable and sufficient procedures and criteria established by the Chief Executive Officer and documented in LYNX Policy.

Seniors

Senior riders shall be qualified for the AdvantAge Pass Program based on reasonable and sufficient procedures and criteria established by the Chief Executive Officer and documented in LYNX Policy.

Students (K-12)

Youth Fare applies to riders age 18 and younger. Riders age 6 and under ride free. All Youth over the age of ten (10) must have a LYNX ID. The Youth Fare is available seven days a week and has no time restrictions. Youth over the age of 18, and still in High School, must have a valid LYNX ID to qualify for the reduced fare. Youth Pass Program based on reasonable and sufficient procedures and criteria established by the Chief Executive Officer and documented in LYNX Policy.

Children (Age 6 and under)

Children six and under may ride free when accompanied by an adult (full or discount). No more than three children may ride free per adult. Children six and under must pay \$1.00 when not accompanied by an adult.

Stored Value Discount Card

The Stored Value Discount of 10% may be offered as a convenience for riders who wish to prepay but do not ride frequently enough to warrant a time-value pass.

Group Discounts

Employer discounts for Groups available and will be determined by the Chief Executive Officer and documented in LYNX Policy.

Human Service Agencies

Single Ride tickets may be issued by human service agencies to clients and will not be redeemable for cash.

Consistent with the SunRail fare policy document the SunRail zonal fare structure is being recommended as follows:

Number of Zones Traveled	Reduced One Way		Reduced Round Trip			Reduced Monthly			Reduced Annual	Transfer Upgrade	Reduced Transfer Upgrade	
	One Way	Round Trip	Weekly	Weekly	Monthly	Monthly	Monthly	Annual				
1	\$2.00	\$1.00	\$3.75	\$1.75	\$17.00	\$8.50	\$56.00	\$28.00	\$560.00	\$280.00	\$0.00	\$0.00
2	\$3.00	\$1.50	\$5.50	\$2.75	\$25.00	\$12.50	\$84.00	\$42.00	\$840.00	\$420.00	\$1.00	\$0.50
3	\$4.00	\$2.00	\$7.50	\$3.75	\$34.00	\$17.00	\$112.00	\$56.00	\$1,120.00	\$560.00	\$2.00	\$1.00
4	\$5.00	\$2.50	\$9.50	\$4.75	\$42.50	\$21.25	\$140.00	\$70.00	\$1,400.00	\$700.00	\$3.00	\$1.50

The proposed SunRail stored value fare structure is provided below.

Stored Value Purchase Examples		
Purchase	Bonus Value	Stored Value
\$5	0%	\$5.00
\$10	5%	\$10.50
\$25	10%	\$27.50
\$50	15%	\$57.50
\$100	20%	\$120.00
\$200	25%	\$250.00
\$300	25%	\$375.00

Consistent with the existing LYNX fare policy, and the stored value equity analysis completed by TOA, LYNX recommends the stored value fare option be offered at a flat discount rate of ten percent (10%) across the board. During LYNX’s equity analysis for stored value fare options, TOA concluded that offering a tiered discount on stored value, at time of purchase, would create a disparate impact on low-income populations covered under the Environmental Justice Executive Order 12898. LYNX submitted the stored value equity analysis component to FTA for their review. FTA has informed LYNX that their analysis of the discount options will be provided in thirty days, which is anticipated to be October 10, 2013.

LYNX is requesting approval to conduct public involvement activities as part of the fare equity analysis process for the proposed fare structure, which comprises the existing LYNX fare structure, SunRail zonal fares, and the stored value option as recommended by TOA in the LYNX Fare Equity Analysis at a flat discount rate of ten percent (10%). Public input will be considered and a final fare structure will be brought to the LYNX Board at the November 2013 Board meeting for approval.

FISCAL IMPACT:

The impacts of the recommended fare structure and technology are included in the FY2014 Proposed Operating and Capital Budgets, as appropriate.

LYNX Fare Equity Analysis

Executive Summary



September 2013



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Introduction

Transit providers that operate 50 or more fixed route vehicles in peak service and are located in urbanized areas (UZA) of 200,000 or more people, or that otherwise meet the threshold defined in Chapter IV of the Federal Transit Administration (FTA) Circular 4702.1B, must conduct a Title VI equity analysis whenever they plan a fare change and/or a major service change. Equity analyses are required regardless of whether proposed changes would cause positive or negative impacts to riders. In other words, transit providers must conduct an equity analysis for all fare changes and for major service reductions and major service expansions. Financial exigencies and other special circumstances (e.g., economic hardships, size of transit provider’s service area or staff) do not exempt transit providers from the requirement to conduct equity analyses.

As the public transportation provider for Orange, Osceola, and Seminole counties, the Central Florida Regional Transportation Authority (d.b.a. LYNX) reviews its fare structure, pass usage, and potential fare revenue with the goal of reaching reasonable farebox recovery ratios based on the cost of providing service, while remaining equitable to customers. The last fare assessment was completed in 2008, with the recommendations implemented effective January 2009 to increase the base fare to \$2.00 and associated increases to the passes. In association with the January 2009 fare changes, LYNX submitted equity analysis information to FTA to ensure no disparate or adverse impacts were created by the fare change. In September 2011, the LYNX Board approved a modification to the LYNX fare structure with an effective date of December 4, 2011. The December 4, 2011 fare structure removed a number of passes that were established but never implemented and/or under utilized in an effort to simplify fare options for customers. Now, with the implementation of SunRail, the Central Florida commuter rail, LYNX and SunRail are coordinating to establish additional fare options that would allow customers to seamlessly transfer between the modes. Table 1 presents the existing LYNX fare structure that will remain in place and Table 2 presents the proposed new fares that may be incorporated into the LYNX fare structure, pending the completion of public outreach and approval by the LYNX Board of Directors and the FTA. Table 3 displays the tiered discount stored value option proposed in the SunRail Fare Policy document reviewed as a portion of the stored value component of this document.

Table 1: LYNX Existing and Proposed Fare Structure

Service	LYNX Fare Structure Fare Type	Fare
Fixed Route	Full Fare	\$2.00
	Youth Fare	\$1.00
	Senior and Disabled Fare	\$1.00
	Income Qualified (IQ) Fare	\$1.00
	Transfers	Free
	Express	\$3.50
	Express Discount Fare	\$1.75

Service	LYNX Fare Structure Fare Type	Fare
	Pick-Up-Line	\$2.00
	PUL Discount Fare	\$1.00
	Shuttle	Determined Per Event
	Children (age 6 and under)*	Free
	Daily	\$4.50
	Discount Daily	\$2.25
	7-Day	\$16.00
	Discount 7-Day	\$8.00
	30-Day	\$50.00
	Discount 30-Day	\$25.00
	Express Daily	\$6.50
	Express Daily Discount	\$3.25
	Express 7-Day	\$23.00
	Express 7-Day Discount	\$11.50
	Express 30-Day	\$70.00
	Express 30-Day Discount	\$35.00
	Stored Value Discount Card	10% (not currently offered)
LYMMO	Single Ride	Free
Special Events	Shuttle – Single Ride	Determined Per Event
VOTRAN XL (Express LYNX)	Single Ride	\$ 3.50
	Seniors/Students	\$ 1.75
ACCESS LYNX	ADA Fare (Inside ¼ mile radius)	\$ 4.00
	ADA Fare (Outside ¼ mile radius)	\$ 7.00
	Medicaid Fare	\$ 1.00
<i>As authorized by the Local Coordinating Board</i>	TD Fare – 0 to 4.99 Miles	\$ 2.50
	TD Fare – 5 to 9.99 Miles	\$ 3.50
	TD Fare – 10 Miles	\$ 4.50

Table 2: SunRail Proposed Zonal Fare Structure

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

Table 3: SunRail Proposed Stored Value Fare Structure

Stored Value Purchase Examples	Bonus Value	Smart Card Fee	Stored Value
\$5	0%	\$5.00	\$5.00
\$10	5%	\$5.00	\$10.50
\$25	10%	\$5.00	\$27.50
\$50	15%	\$5.00	\$57.50
\$100	20%	\$5.00	\$120.00
\$200	25%	\$5.00	\$250.00
\$300	25%	\$5.00	\$375.00

In addition to and in conjunction with the implementation process for the proposed fares listed in Table 2 and 3, LYNX will be implementing new technologies to further improve the customer experience and allow for seamless travel between the commuter rail and the bus system. The new technologies include the installation of on-board validators on LYNX buses to validate smart and stored-value cards, as well as, the agreed upon free transfers between the modes and Ticket Vending Machines (TVMs) at LYNX Central Station. The initial two TVMs will be installed concurrently with the start of SunRail service; however, LYNX plans to expand the inventory of TVMs throughout the community in future years. Supplemental to the fare structures shown in Tables 1 through 3, the fare policy included in the full Fare Equity Report appendices, guide how customers can utilize each fare type. This fare policy and fare technology equity analysis is being conducted to review the potential adverse impacts to the covered populations under Title VI of the Civil Rights Act of 1964 and in accordance with FTA Circular 4702.1B.

Disparate Impact Policy

All fare changes, media, and technology modifications to be implemented by LYNX with the onset of SunRail were reviewed to determine whether disparate impacts exist on the basis of race, color, or national origin in accordance with the Civil Rights Act of 1964 (Title VI Regulations). Impacts to low-income population covered under Environmental Justice Executive Order 12898 were also reviewed during this equity analysis. The disparate impact will be measured by a comparison between the proportion of persons in the protected class who are adversely affected by the fare structure, media and/or technology change and the proportion of persons not in the protected class who are adversely affected. The comparison population for a statistical measure of disparate impact is all persons who are

either affected by the proposed fare changes or who could possibly be affected by the fare change (e.g., potential passengers). For example, if an increase is recommended to a fare category used by 60 percent minority customers and the overall system ridership is 40 percent minority, then the recommended change to that particular fare category may have a disparate impact on minority customers. When conducting the equity analysis the population of the service area can also be utilized as the comparison population and compare the service area population to the overall population in Census tracts or block groups.

As stated in FTA Circular 4702.1B, “Transit providers that have implemented or will implement a New Start, Small Start, or other new fixed guideway capital project shall conduct a service and fare equity analysis. The service and fare equity analysis will be conducted six months prior to the beginning of revenue operations, whether or not the proposed changes to existing service rise to the level of “major service change” as defined by the transit provider. All proposed changes to parallel or connecting service will be examined. If the entity that builds the project is different from the transit provider that will operate the project, the transit provider operating the project shall conduct the analysis. The service equity analysis shall include a comparative analysis of service levels pre-and post- the New Starts/Small Starts/new fixed guideway capital project. The analysis shall be depicted in tabular format and shall determine whether the service changes proposed (including both reductions and increases) due to the capital project will result in a disparate impact on minority populations. The transit provider shall also conduct a fare equity analysis for any and all fares that will change as a result of the capital project.” Therefore, LYNX is completing this equity analysis for the introduction of the smart and stored value card options that will be implemented as a mechanism for using both the SunRail and LYNX systems.

This equity analysis reviewed the disparate impacts for the entire LYNX service area (Orange, Osceola, and Seminole counties), to determine the effects resulting from the introduction of a new fare structure and fare technology.

Public Participation Policy

In accordance with the existing LYNX Public Participation Policy, LYNX will conduct public participation activities when the following is proposed:

- Any fare increase for LYNX services and fare media;
- Any service modifications impacting more than 25 percent of an individual route’s total revenue hours, revenue miles, days of service, service frequencies, or service spans. The exception of this reduction of service threshold will be routes that have existed less than two years or have been introduced as service development or experimental service; and,
- Any major capital or planning project, which requires Federal or State funding participation.

Public outreach and a public hearing will be held to provide the public with an opportunity to comment on the proposed recommendations from this analysis, after which any necessary modifications to the fare structure, policy, and technology will be completed and brought to the LYNX Board for approval.

Background

The LYNX fare structure has been established based on the cost of providing service and reaching an optimal farebox recovery ratio. The SunRail fare was set to be consistent with the \$2.00 base fare on the bus and includes zonal pricing for service through the different counties. Zonal pricing was recommended in lieu of distance pricing after reviewing various commuter rail systems across the nation and conducting a series of meetings between the participating agencies (LYNX, the Florida Department of Transportation's SunRail staff, and Votran) to discuss the fare alternatives. In addition, SunRail ridership projections were completed to assess the potential usage of the system. SunRail is expected to carry as many passengers as one lane of I-4. The SunRail projections show opening day ridership for the 31-mile initial operating segment of SunRail at about 4,300 passenger trips per day, escalating to 7,400 trips by 2030. SunRail is a premium mode of service and consistent with systems throughout the country has a pricing structure that is higher than bus pricing. Establishing the base price for the initial zone at \$2.00 maintains consistency with the LYNX structure, while the additional \$1.00 charge per zone for cash fares delineates the premium nature of the service type. Customers may access the areas served by SunRail by bus; however, the bus system may be a longer trip requiring additional transfers over what would be required by rail. The proposed time savings, reduced potential for transfer, and reliability of schedule (no traffic impediments), factor into SunRail's increased costs for multiple zone travel.

Service Area Demographics

The 2010 Census and the 2011 American Community Survey (ACS) were used to map the minority, low-income, and limited English Proficiency (LEP) populations throughout the LYNX service area (Orange, Osceola, and Seminole counties) at the Census block and tract level to review the populations that may be impacted by the introduction of a new fare media to the LYNX service area. In addition, the latest LYNX on-board survey results that included income and fare usage data were reviewed to understand the demographic of the LYNX rider and the typical patron fare type. Table 4 shows the average low-income, minority, and LEP population for each county within the service area and the entire tri-county service area. The entire LYNX service area was reviewed as all passengers will have access to the new fare media and technology, regardless of their geographical location within the service area.

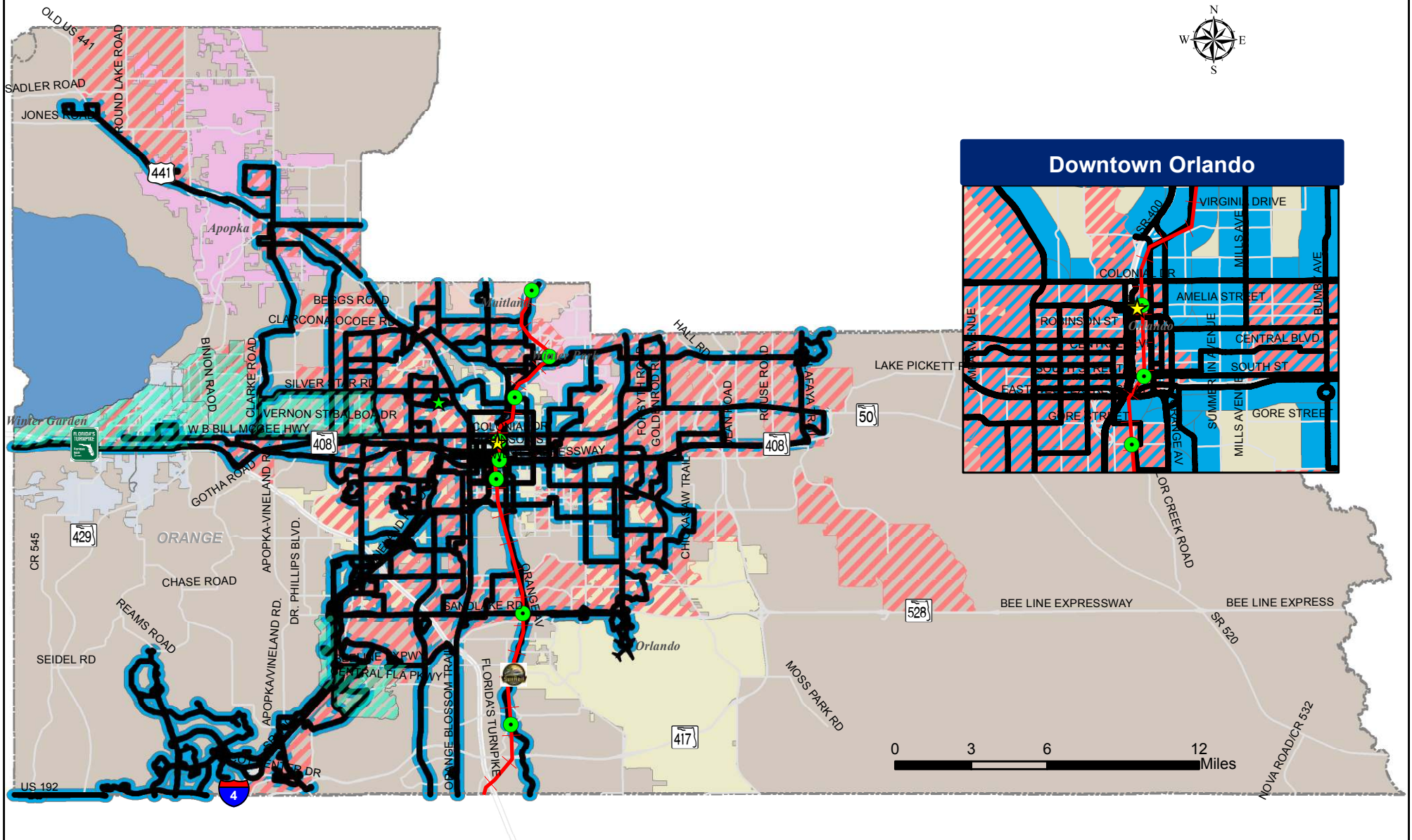
Maps 1 through 9, present the Census block groups with higher than average proportions of low-income, minority, and LEP persons for each of the counties in the service area. Maps 1 through 3, for Orange County, show that the majority of above average minority and low-income Census tracts are located within the LYNX service area, with the exception of a couple low-income Census tracts located to the east along SR 528 and to the north near the Lake County line and minority Census tracts to the east of Orlando. Maps 4 through 6, for Osceola County, illustrate that a large portion of low-income persons are located outside of the LYNX service area in the eastern and southern portions of the county; however, there are higher than average low-income Census tracts in Downtown Kissimmee where LYNX services are provided and the future SunRail Station is planned. In addition, the above average minority Census tracts are located in the LYNX service area near Downtown Kissimmee and in the southern portion of the county near Polk County. As shown in Maps 7 through 9 for Seminole County, the

majority of above average minority and low-income Census tracts are located in the LYNX service area, with the exception of the low-income Census tracts located in the east and north portions of the county. In addition, there are a number of LEP Census blocks throughout the tri-county area. The maps also depict higher than average numbers of persons below the poverty level located along portions of the SunRail corridor and surrounding several of the future stations, including Sanford, Altamonte Springs, Downtown Orlando, Sand Lake Road, and Kissimmee.


Table 4: Service Area Demographics

County	Total Population (BP)	Population Below Poverty	% Below Poverty	Total Population (Min)	Population Minority	% Minority (2010 Census)	Total Population (LEP)	Population LEP	% LEP Population
Orange	1,111,228	165,065	14.85%	1,145,956	596,750	52.07%	1,133,087	134,766	11.89%
Osceola	262,409	36,458	13.89%	268,685	155,987	58.06%	265,328	47,712	17.98%
Seminole	416,345	41,675	10.01%	422,718	134,495	31.82%	419,641	23,383	5.57%
Tri-County	1,789,982	243,198	13.59%	1,837,359	887,232	48.29%	1,818,056	205,861	11.32%

Map 1: LYNX Title VI Analysis - Poverty Census Tracts - Orange County

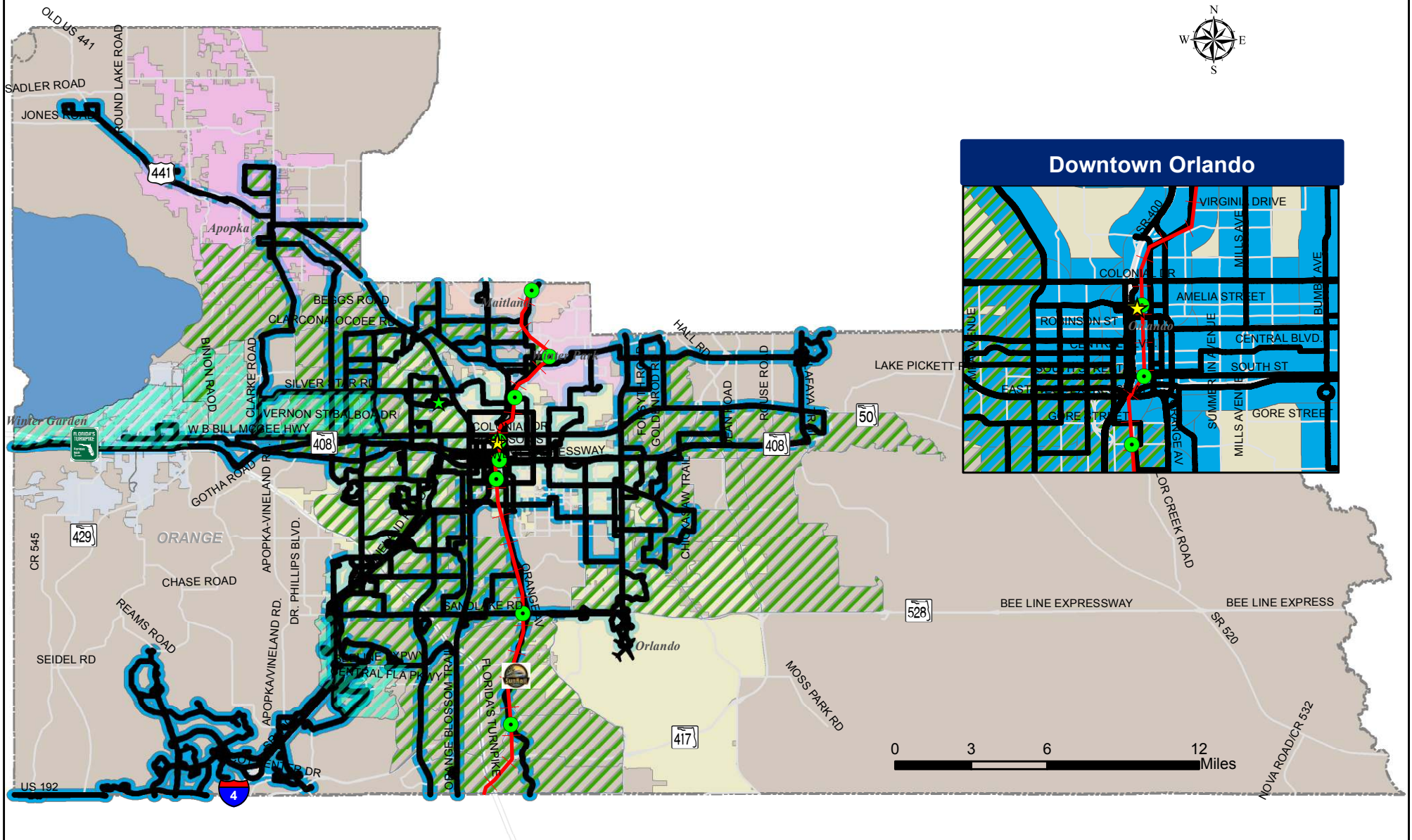


Legend

-  LYNX System - August 2013
-  NeighborLink Areas
-  1/4 Mile Buffer
-  SunRail Stations
-  SunRail
-  Downtown Orlando
-  Below Poverty Census Tracts
-  LYNX Central Station
-  LYNX Operations Center
-  Apopka
-  Maitland
-  Orlando
-  Winter Garden
-  Winter Park



Map 2: LYNX Title VI Analysis - Minority Census Tracts - Orange County



Legend

- LYNX System - August 2013
- NeighborLink Areas
- 1/4 Mile Buffer

- SunRail Stations
- SunRail
- Downtown Orlando

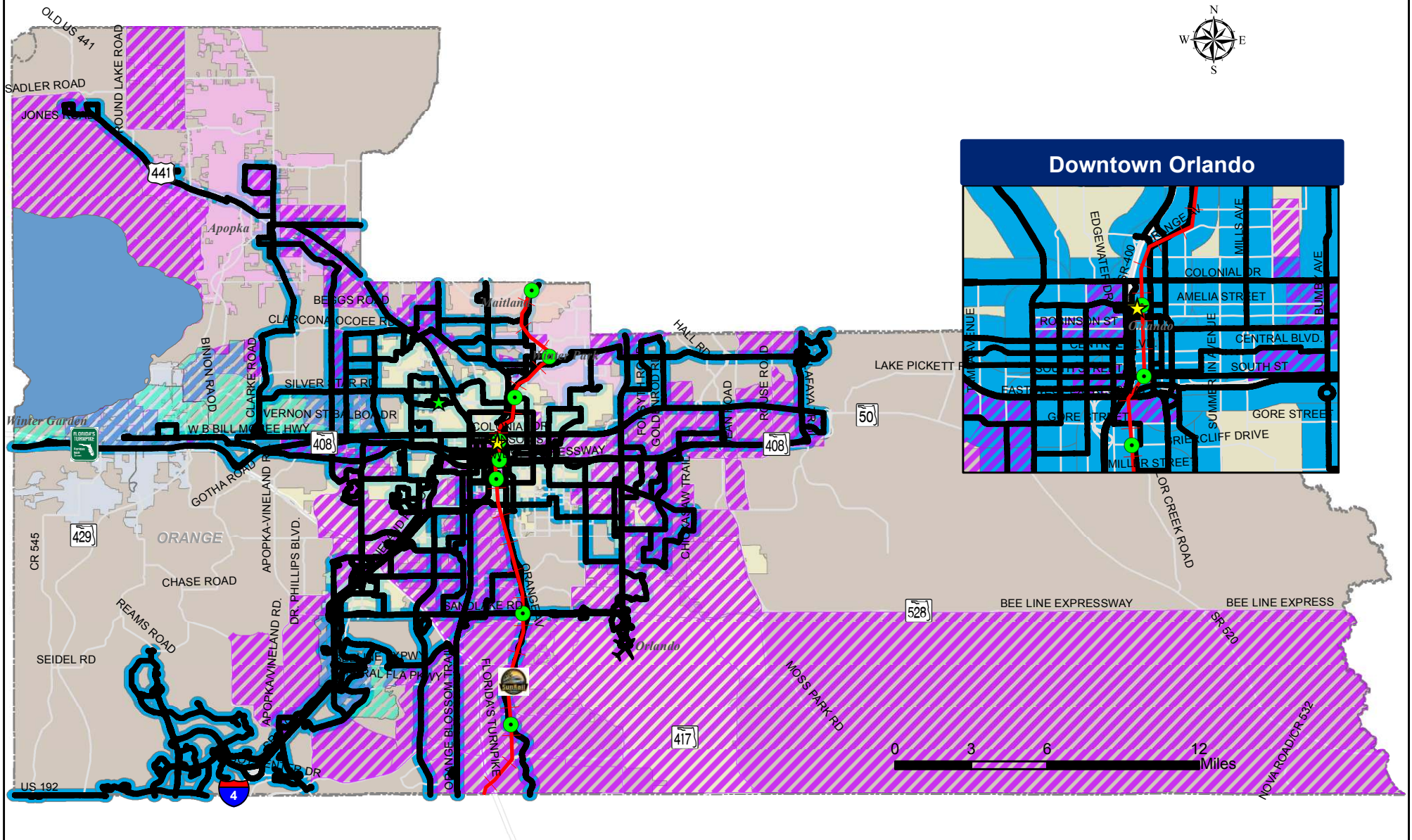
- Minority Census Tracts
- LYNX Central Station
- LYNX Operations Center

- Apopka
- Maitland
- Orlando
- Winter Garden
- Winter Park



Source: 2011 American Community Survey

Map 3: LYNX Title VI Analysis - LEP Block Groups - Orange County



Legend

- LYNX System - August 2013
- ▨ NeighborLink Areas
- 1/4 Mile Buffer

- SunRail Stations
- +— SunRail
- Downtown Orlando

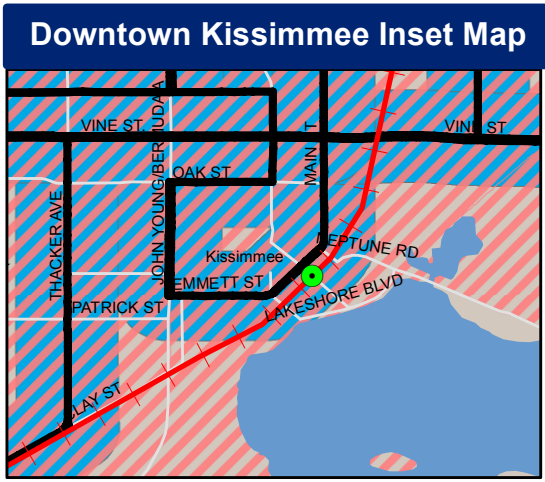
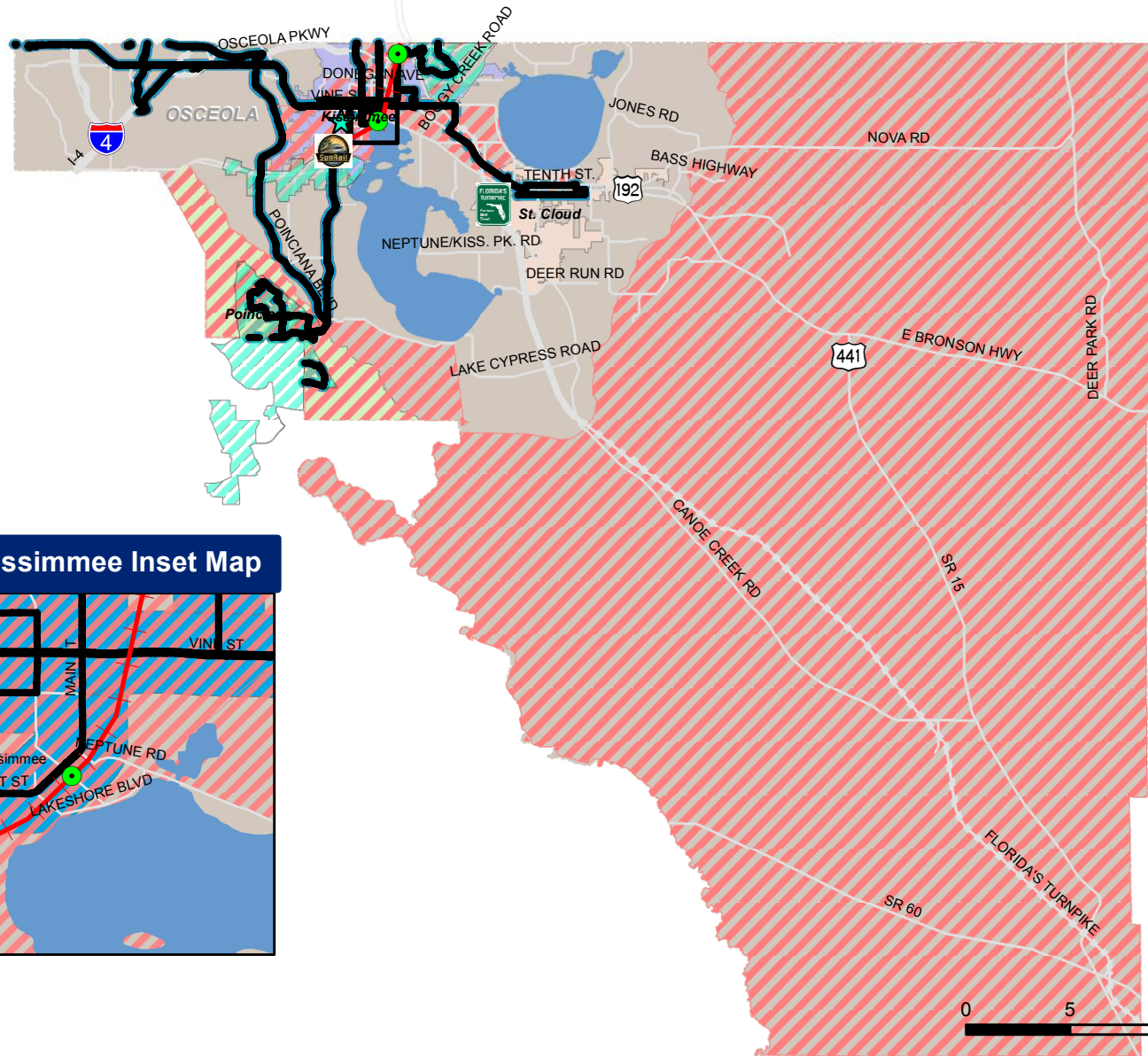
- ▨ LEP Block Groups
- ★ LYNX Central Station
- ★ LYNX Operations Center

- Apopka
- Maitland
- Orlando
- Winter Garden
- Winter Park



Source: 2011 American Community Survey

Map 4: LYNX Title VI Analysis- Poverty Census Tracts - Osceola County



Legend

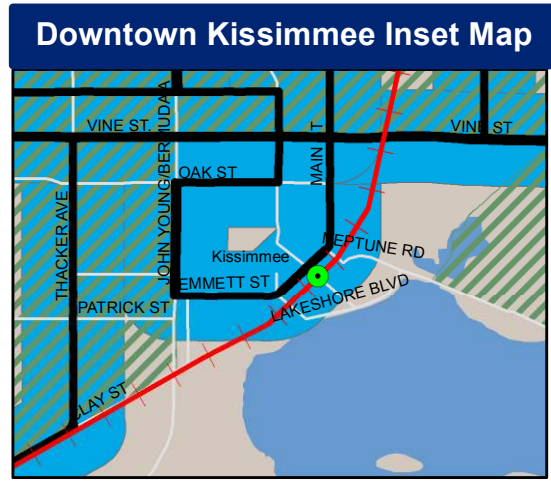
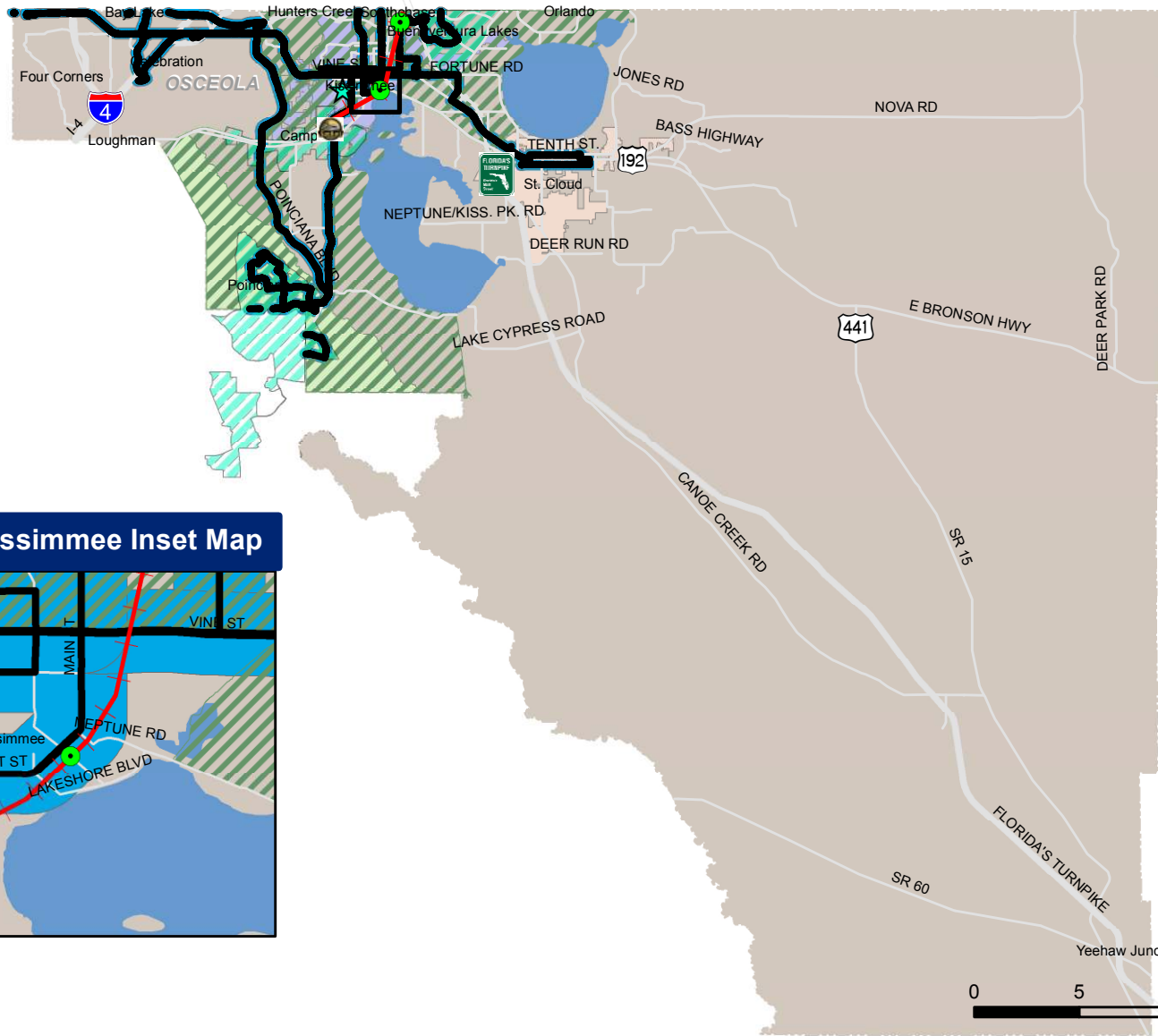
- LYNX System - August 2013
- NeighborLink Areas
- 1/4 Mile Buffer

- Below Poverty Census Tracts
- Osceola Facility
- SunRail Stations
- SunRail

- Kissimmee
- Poinciana
- St. Cloud



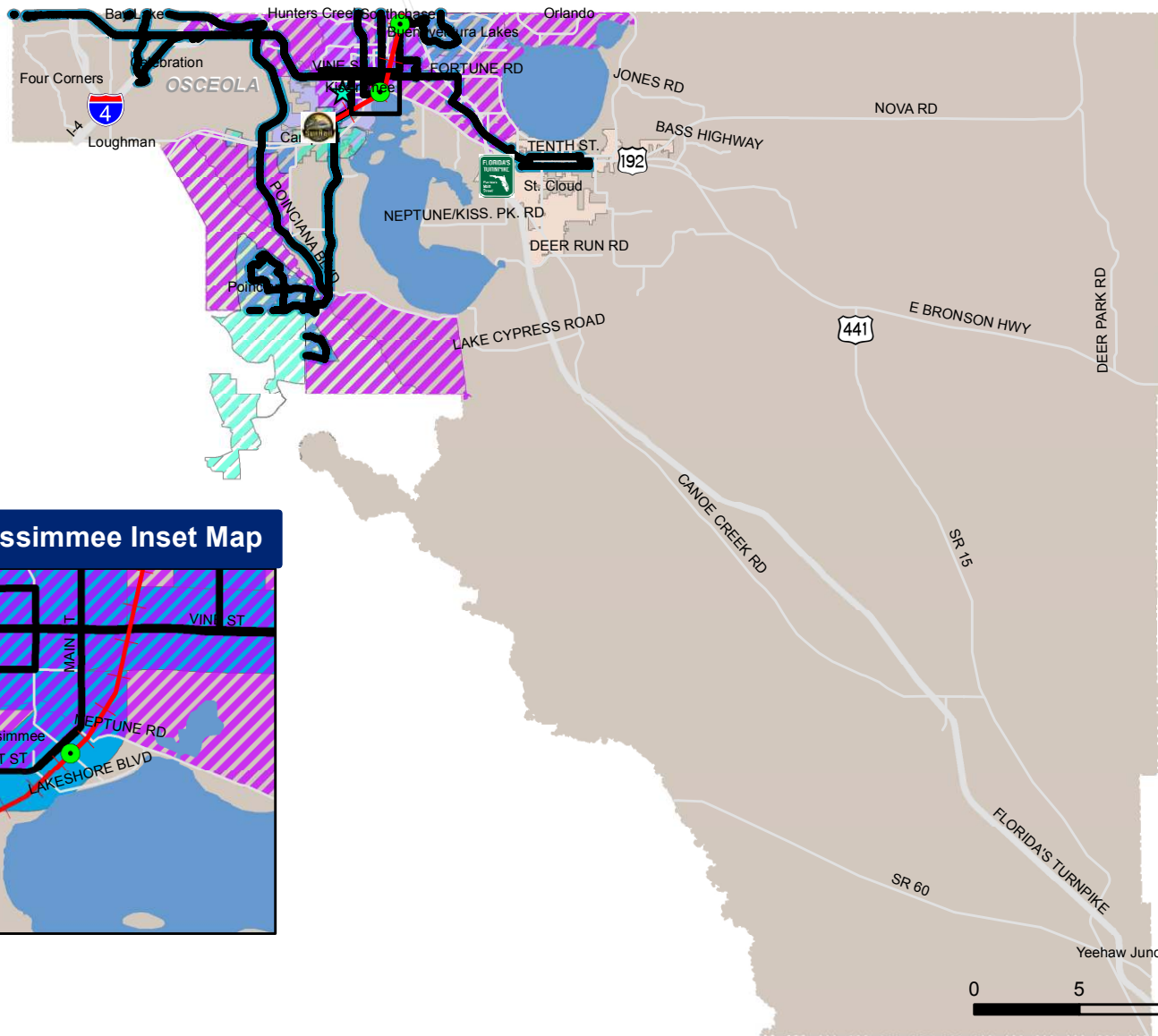
Map 5: LYNX Title VI Analysis - Minority Census Tracts - Osceola County



- Legend**
- LYNX Existing System - August 2013
 - Minority Census Tracts
 - Kissimmee
 - NeighborLink Areas
 - SunRail Stations
 - Poinciana
 - 1/4 Mile Buffer
 - SunRail
 - St. Cloud
 - Osceola Facility



Map 6: LYNX Title VI Analysis - LEP Block Groups - Osceola County



Legend

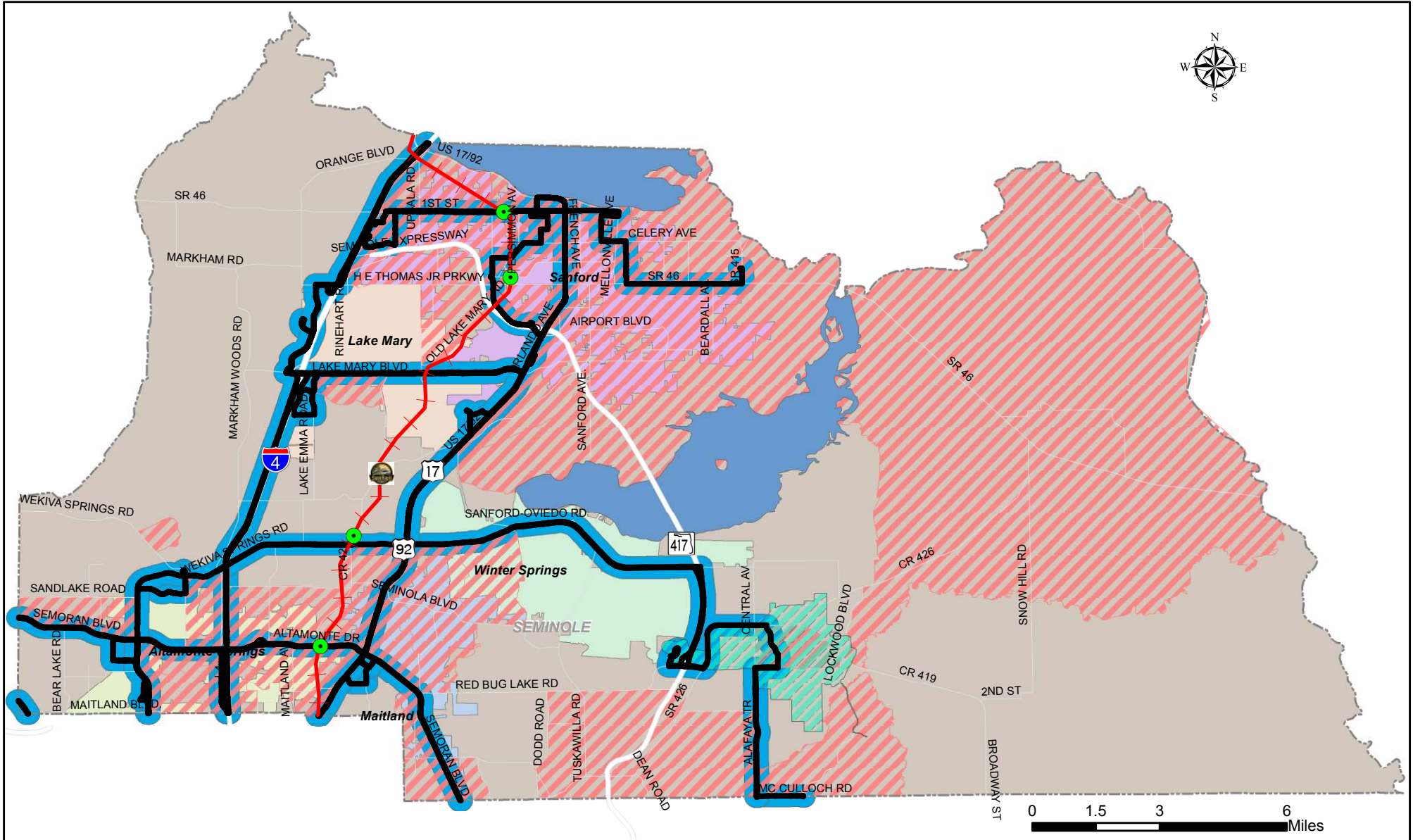
- LYNX System - August 2013
- NeighborLink Areas
- 1/4 Mile Buffer

- LEP Block Groups
- Osceola Facility
- SunRail Stations
- SunRail

- Kissimmee
- Poinciana
- St. Cloud



Map 7: LYNX Title VI Analysis - Below Poverty Census Tracts - Seminole County



Legend

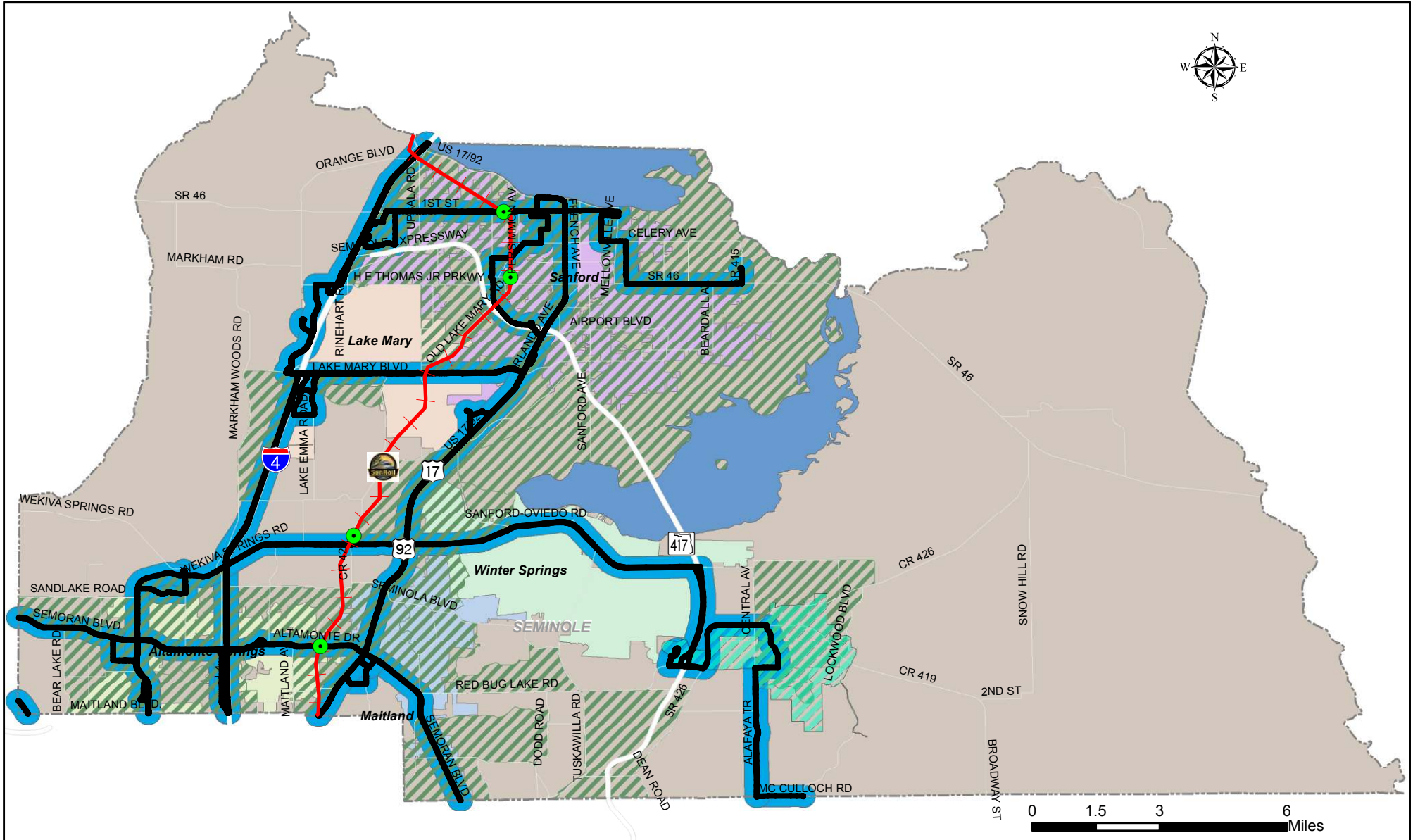
- LYNX System - August 2013
- NeighborLink Areas
- 1/4 Mile Buffer

- Below Poverty Census Tracts
- SunRail Stations
- SunRail




- Altamonte Springs
- Casselberry
- Lake Mary
- Maitland
- Sanford
- Winter Springs












Map 8: LYNX Title VI Analysis - Minority Census Tracts - Seminole County



Legend

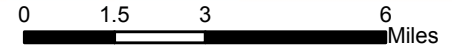
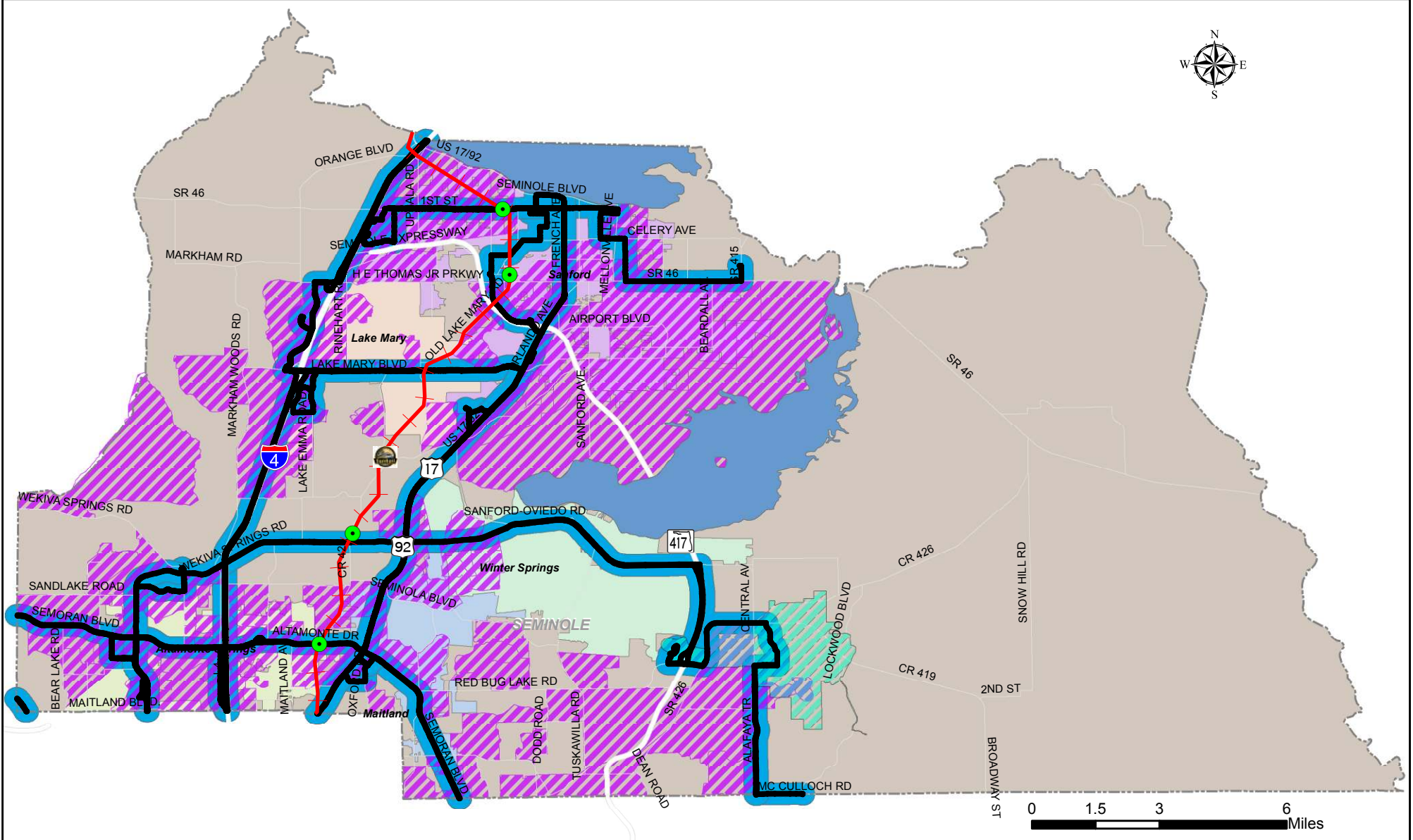
-  LYNX System - August 2013
-  NeighborLink Areas
-  1/4 Mile Buffer

-  Minority Census Tracts
-  SunRail Stations
-  SunRail

-  Altamonte Springs
-  Casselberry
-  Lake Mary
-  Maitland
-  Sanford
-  Winter Springs



Map 9: LYNX Title VI Analysis - LEP Block Groups - Seminole County



Legend

- LYNX System - August 2013
- NeighborLink Areas
- 1/4 Mile Buffer

- LEP Block Groups
- SunRail Stations
- SunRail

- Altamonte Springs
- Casselberry
- Lake Mary
- Maitland
- Sanford
- Winter Springs

123 of 366



Source: 2011 American Community Survey

Stored Value Card Analysis

The research conducted to complete the equity analysis included a review of stored value card discounts for agencies operating commuter rail and bus service, an analysis of the low-income populations throughout the LYNX tri-county service area, and a review of the survey responses from the LYNX 2010 On-Board survey. The following documentation presents the key findings from the analysis.

Transit Agency Review

A review of 14 rail systems initially reviewed during the development of the SunRail Fare Policy document identified that only five of those systems offered stored-value passes, with none offering a tiered scale discount for stored value fare options. The majority of agencies that do offer stored-value passes use the passes as a mechanism for customers to load and automatically reload already discounted passes from the agency's established fare structure. These passes allow customers to load monthly and discounted multiple trip passes to the stored-value card. Some agencies have added customer pictures to the cards in an effort to minimize the number of cards carried by the passenger while still offering the established discounted fares available to qualifying passengers, including the elderly, disabled, and youth discounts. In addition, other agencies have offered flat discounts for either using the card or loading value greater than \$5.00. While not all transit systems use the electronic passes to validate transfers, some do use the stored-value cards to validate free or discounted transfers based on the time of travel between the different modes. Table 5 summarizes the results of the stored-value card review for agencies operating rail systems.

Table 5: Agencies with Stored Value Passes

Agency	Stored Value Pass	Card Name	Discount Offered	Notes:
New Mexico Railrunner (Albuquerque, New Mexico)	No			
Altamont Commuter Express (Stockton, California)	No			
Caltrain (San Carlos, California)	Yes	Clipper	\$0.25 on One-Way Tickets; Discounted Transfers	Monthly and 8-Ride Passes only sold using Clipper Card
MetroRail (Austin, Texas)	No			Stored Value Pass only available for MetroBus and MetroExpress services, not MetroRail
FrontRunner (Salt Lake City, Utah)	No			
Metrolink (Los Angeles, California)	No			
Music City Star Train (Nashville, Tennessee)	No			
Northstar (Minneapolis-St. Paul, Minnesota)	Yes	Go-To-Card	Customers receive a 10 percent discount when adding stored value denominations greater than \$5	

SD Coaster (Oceanside, California)	Yes	Compass Card	Free Transfers
SD Sprinter (Oceanside, California)	Yes	Compass Card	Free Transfers
SEA Sounder (Seattle, Washington)	Yes	ORCA Card	Customers may transfer the full value of the fare paid on the first leg of a trip and apply it towards any transfer to a participating agency service
TriMet Wes (Portland, Oregon)	No		
Trinity Railway Express (Dallas, Texas)	No		
Virginia Railway Express (Alexandria, Virginia)	No		

In addition to the agencies listed in Table 5, several of the connecting bus services were reviewed to determine how the stored value passes are used by the participating agency partners. For the CalTrain Clipper pass, each service provider determines the fares and other conditions for use of the card on its system. Golden Gate Transit offers a flat 10 to 20 percent discount to bus riders for using the Clipper card for Marin and intercounty travel. All of the other participating service providers use the Clipper card as a mechanism to load existing fare structures. The Clipper card is also used by the agencies for autoload when the card value reaches a specific limit, automatic calculation of transfer times and appropriate transfer discounts, and applying the appropriate discounts for eligible passengers.

In addition to the peer review, to further analyze potential impacts of offering stored value fare options, the number of low-income persons using LYNX public transportation services as identified in the results of the 2010 LYNX on-board survey, were reviewed. Table 6 and Figure 1 present the distribution of income for the survey respondents in tabular format and graphically. As shown in the table and figure, approximately 44 percent of the survey respondents resided in households with incomes of less than \$10,000.

Table 6: 2010 Survey Respondents Household Income

Household Income	Survey Responses	Percent
Less than \$10,000	2648	44%
\$10,000 to \$19,999	1634	27%
\$20,000 to \$29,999	1077	18%
\$30,000 to \$39,999	408	7%
\$40,000 to \$49,999	159	3%
\$50,000 to \$74,999	110	2%
\$75,000 to \$99,999	31	1%
\$100,000 or Greater	20	0%
Total	6087	100%

Figure 1: 2010 Survey Respondents Household Income

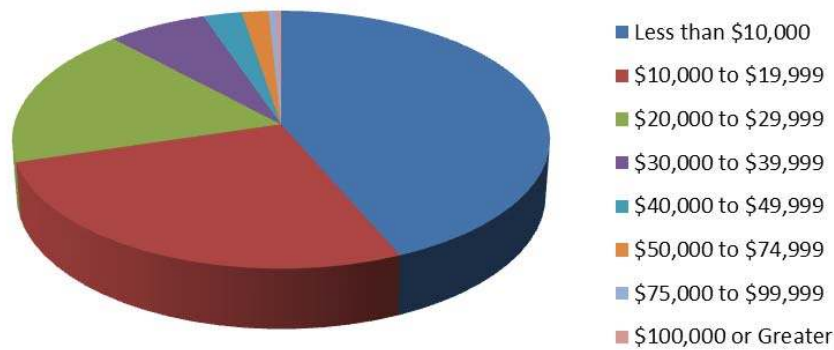


Figure 2 shows the method of fare payment used by riders with different household incomes. The full cash fare was the primary fare type for riders with household incomes of less than \$10,000 and greater than \$40,000. The standard pass was the primary fare type for riders with household incomes between \$10,000 and \$39,999. Figure 3 presents the results from the 2008 LYNX On-Board survey that were used in the equity analysis for the last fare increase implemented by LYNX. As shown in Figure 3, the rider demographic was similar to the responses received in 2010, with 67.6 percent of the respondents earning less than \$25,000 annually. Of those earning less than \$15,000, 41 percent used the full cash fare to ride the bus. Figure 4 presents the 2008 On-Board survey responses for the method of fare payment used by ethnicity. As shown in the figure, cash fare was the primary fare type used by both minority and non-minority groups, while the number of minority respondents was slightly greater than non-minority.

Figure 2: 2010 On-Board Survey – Fare Type by Household Income

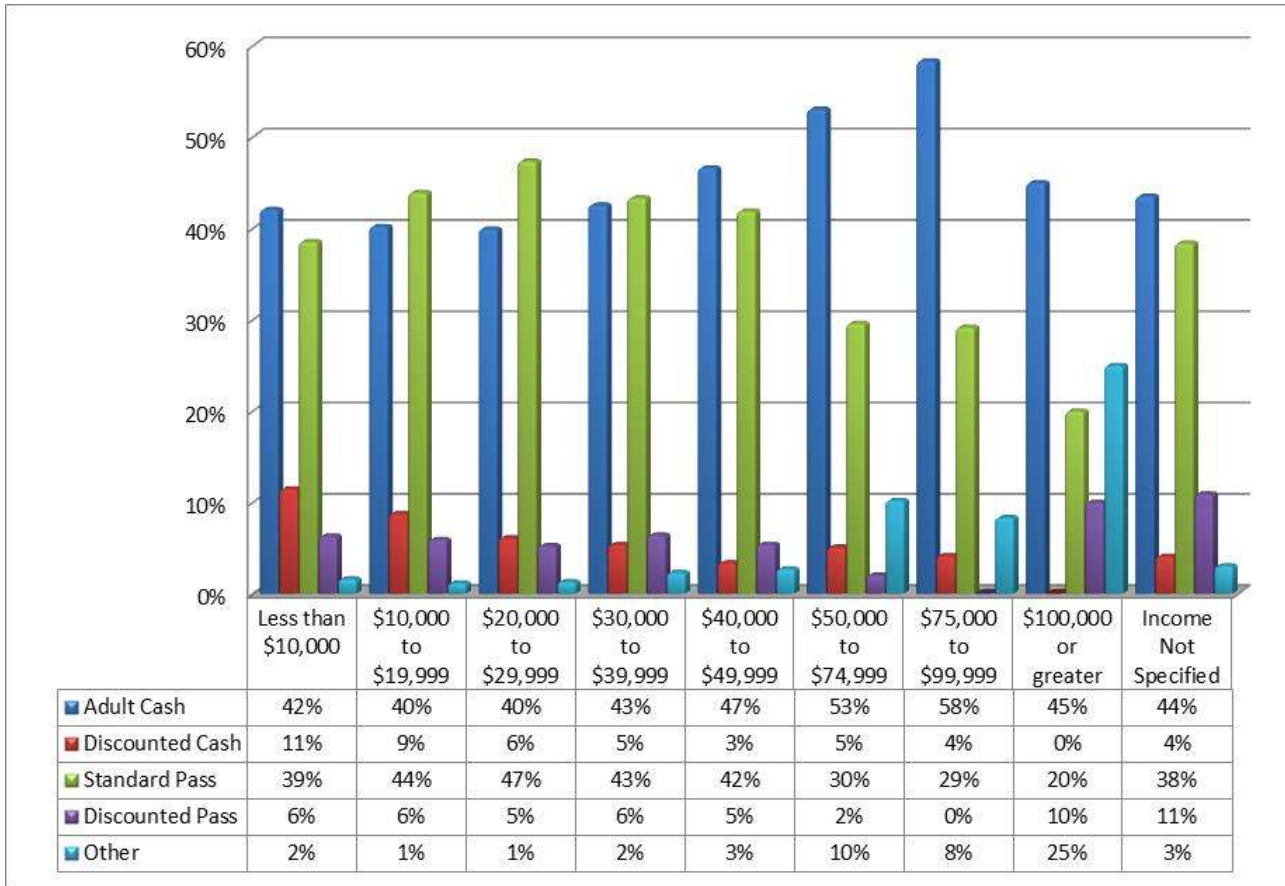


Figure 3: 2008 On-Board Survey – Fare Type by Household Income

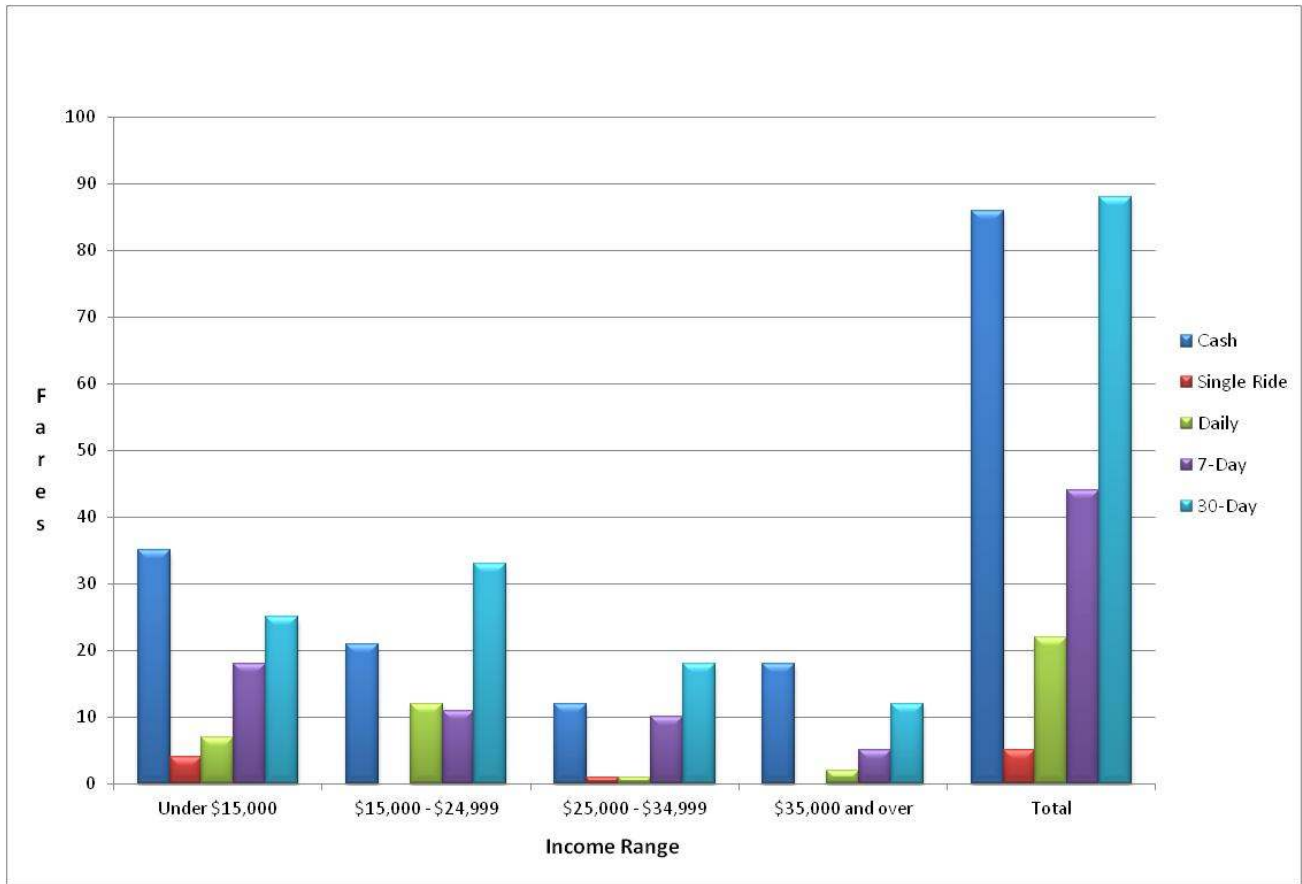
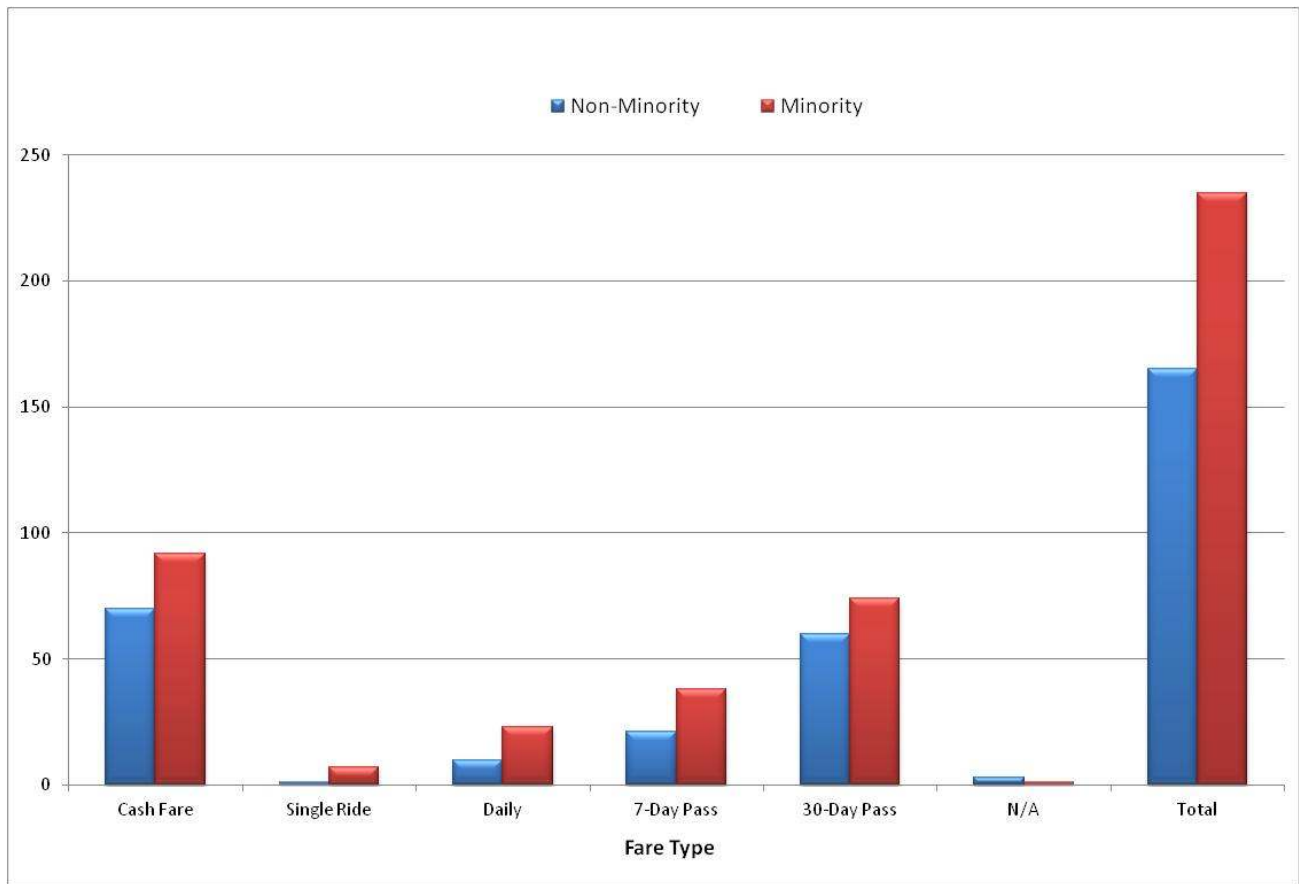


Figure 4: 2008 On-Board Survey - Fare Type by Ethnicity



Recommendation

Based on the equity analysis conducted, maintaining the existing LYNX fare structure for bus (fixed-route, Xpress, and FastLink), LYMMO, and paratransit, with the addition of the SunRail zonal fare structure and associated passes, does not create a disparity for covered populations. Public transit customers have the option of SunRail or bus service, so for those customers that can't afford the zonal fare structure, bus travel can still allow them access throughout the tri-county area. Establishing the SunRail cash fare base, consistent with the LYNX fixed-route bus fare pricing maintains consistency between public transit services and assists in mitigating any potential impacts. In establishing the LYNX pass fare discounts within the existing LYNX fare structure, ridership trends and previous pass usage were reviewed. Because SunRail is a new service and does not have actual ridership and pass usage data the proposed pass fares shown in Table 2 were developed based on the LYNX base fare for passes, with slight increase for the premium service level, and discounted for zone additions at approximately the same rate across each zone. The fare structures presented in Table 1 and Table 2 provide half fares for the elderly, youth, and persons with a disability as defined by the Americans with Disabilities Act of 1990 (ADA). Since the rider demographic has not changed significantly from the previous LYNX fare

equity analysis in 2009, and the SunRail zonal fares are relatively consistent, but address the nature of the service, they were not found to create any disparity or adverse impact to the covered populations. Adding technology on board all LYNX vehicles and at the main passenger terminal (LYNX Central Station) provides equity in the distribution of technology for all LYNX bus customers. After reviewing the equity of the proposed fare structure, policy, and technology, all facets with exception to the tiered discount on stored value fare options appear equitable. The flat 10 percent discount for use of the pre-paid, stored value card is recommended to encourage passenger use of the cards and seamless transfers between the various service providers creating efficiencies in the collection of fares. Based on the review of the transit agencies that offer stored value cards, of the agencies reviewed there were no operators identified that were providing greater discounts to customers based on a tiered scale of value loaded to the pre-paid cards. Due to the low-income populations utilizing LYNX services and in the tri-county area, offering a discount based on purchasing power, appears inequitable to this population. Based on the inequity for low-income populations, it is recommended that LYNX maintain a flat stored value discount of ten percent (10%) consistent with their currently adopted fare structure.

In addition, reduced fares for elderly and disabled persons would remain consistent to ensure compliance with the ADA. Consistent with LYNX's existing policy, the discounts will be offered on the LYNX and SunRail systems during both peak and non-peak hours. Consistent with LYNX current practice, persons with visual impairment will continue to use the LYNX bus system at no charge, as this reduces reliance on the more costly paratransit system. Because SunRail service is not required to offer complementary ADA paratransit service, and therefore would not have the more costly trip provisions, blind passengers may not utilize SunRail service for free.

The fare policy recommendation also includes free transfers from SunRail to any LYNX feeder bus service. Passengers transferring from LYNX to SunRail would need to pay a \$1.00 upgrade for each additional zone traveled. The transfer tickets will be read using the smart card validators on-board the LYNX feeder buses. Eligible ACCESS LYNX paratransit users will qualify for the same transfer policy of a free transfer or a reduced fare transfer upgrade charge for multiple zones traveled. This transfer policy requires SunRail to honor valid paper/magnetic transfers as well as monthly passes issued by LYNX. Similarly, LYNX will honor validated one-way tickets and passes issued by SunRail. SunRail and LYNX agree that whichever agency collects the fares, will keep the fares. Transfers are limited to 90 minutes.

In addition, the findings presented in this report demonstrate that LYNX's customer base is primarily low-income. There are many low-income Census tracts located within the LYNX service area. Keeping the discounts offered consistent with those discounts already available to LYNX's customers would mitigate the impact or any undue burden on covered populations with regard to the fare structure.

After public input, any social equity issues not found in review of the quantitative data will be analyzed to determine if a disparate impact is created by the proposed fare policy, structure, and technology.

Action Agenda Item #7.C

To: LYNX Board of Directors

From: Blanche Sherman
DIRECTOR OF FINANCE
Leonard ANTMANN
(Technical Contact)
Salawu Ajala
(Technical Contact)

Phone: 407.841.2279 ext: 6100

Item Name: Authorization to Amend LYNX' FY2013 Operating and Capital Budgets

Date: 9/19/2013

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to amend the FY2013 Operating and Capital Budgets to correspond with previous Board item approvals and other various changes necessary to fund and operate LYNX services.

BACKGROUND:

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

LYNX FY2013 Operating Budget Amendment						
	FY2013 Amended Budget	Uniforms	Service	Purchased Transportation	Alternative Analysis Studies	FY2013 Amended Budget Total
Fund Balance	2,233,239	31,100	176,500	683,609	396,630	3,521,078
LYNX-Generated Revenue	38,518,965			225,086		38,744,051
Federal Revenue	21,690,292		100,000	7,441	(396,630)	21,401,103
State Revenue	10,692,276					10,692,276
Local Revenue	46,716,362					46,716,362
Total Revenue	\$ 119,851,134	\$ 31,100	\$ 276,500	\$ 916,136	\$ -	\$ 121,074,870
Expense						
Salaries/Wages/Fringes	63,902,160	31,100				63,933,260
Other Services	9,357,781		276,500			9,634,281
Fuel	16,193,077					16,193,077
Materials & Supplies	5,793,716					5,793,716
Utilities	1,350,102					1,350,102
Casualty & Liability	1,331,276					1,331,276
Taxes	430,180					430,180
Purchased Transportation	20,276,514			916,136		21,192,650
Miscellaneous	780,638					780,638
Leases	160,060					160,060
Reserves*	275,630					275,630
Total Operating Expenses	\$ 119,851,134	\$ 31,100	\$ 276,500	\$ 916,136	\$ -	\$ 121,074,870

* Prepaid funding from Osceola County for new Service Development route.

Uniforms – At the July 25, 2013 Board Meeting, the Board approved an increase to the not to exceed contract amount for DesignLab, Inc. for the purchase of operator uniforms and corresponding amendment to the FY2013 Operating Budget. Operator uniforms are agreed upon during union negotiations and are considered a fringe benefit. Consistent with the Board action \$31,100 is included in this budget amendment.

Other Services – At the May 23, 2013 Board Meeting, the Board approved an amendment to the budget and increase to the not to exceed contract amount for Data Transfer Solutions to provide a Federal Transit Administration required Title VI Program and equity analysis related to new fare technology and service related to integration with SunRail totaling \$100,000. Also, at that meeting the Board approved a budget amendment of an increase to the Baker Hostetler LLP labor and employment legal services contract in the amount of \$75,000. Additionally, LYNX expenses for general liability and workers compensation legal fees have exceeded the original budget amount by approximately \$101,500, requiring an amendment to the operating budget. The total amendment to the FY2013 Operating Budget for these services is \$276,500.

Purchased Transportation – At the April 11, 2013 Board Meeting, the Board approved an amendment to the FY2013 Operating Budget by \$281,089 for MV Transportation to provide the non-core paratransit service. Transportation America agreed to provide LYNX \$200,000 for costs related to termination of their contract to offset the \$281,089. LYNX has also been experiencing paratransit trip increases resulting in the need to increase the MV Transportation contract not-to-exceed total and increase the purchase transportation budget by \$602,520. During the same meeting the Board approved LYNX executing a purchased transportation agreement with the City of Winter Springs for transport of eleven residents to meal and recreational programs for \$25,086. The Board also approved an increase in the sub-recipient contract

amounts for Meals on Wheels and ITN Orlando in the amount of \$7,441 related to increased grant awards from the Florida Department of Transportation selection committee results. The total amendment to the FY2013 Operating Budget for these purchased transportation services totals \$113,616.

Alternatives Analysis (AA) Studies – The AA study for U.S. 192 and S.R. 50 were transferred from the capital budget to the operating budget during the budget amendments approved at the LYNX April 11, 2013 Board Meeting . The amendment adjusted the costs for these studies from the FY2013 Capital Budget to the FY2013 Operating Budget at 100% federal costs versus 80% federal and 20% local. The budget amendment being requested is to accurately reflect in the FY2013 Operating and Capital Budgets the appropriate share for both AA studies being conducted, which are currently in the planning phase.

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

The following table summarizes the adjustments mentioned above and formally amends the Amended FY2013 Operating Budget from \$119,851,134 to \$121,074,870 as follows:

FY2013 Amended Operating Budget

	FY2013 Amended Budget	Revisions	FY2013 Amended Budget Total
Operating Revenues			
Fund Balance	2,233,239	1,287,839	3,521,078
LYNX-Generated Revenue	38,518,965	225,086	38,744,051
Federal Revenue	21,690,292	(289,189)	21,401,103
State Revenue	10,692,276		10,692,276
Local Revenue	46,716,362		46,716,362
Total Operating Revenue	\$ 119,851,134	\$ 1,223,736	\$ 121,074,870

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

	FY2013 Amended Budget	Revisions	FY2013 Amended Budget Total
Operating Expenses			
Salaries/Wages/Fringes	63,902,160	31,100	63,933,260
Other Services	9,357,781	276,500	9,634,281
Fuel	16,193,077	-	16,193,077
Materials & Supplies	5,793,716	-	5,793,716
Casualty & Liability	1,331,276		1,331,276
Taxes & Utilities	1,780,282		1,780,282
Purchased Transportation	20,276,514	916,136	21,192,650
Leases & Miscellaneous	940,698		940,698
Reserves	275,630		275,630
Total Operating Expense	\$ 119,851,134	\$ 1,223,736	\$ 121,074,870

The following table reflects adjustments related to increasing the April 11, 2013 Amended FY2013 Capital Budget from \$105,031,248 to \$105,357,558 as follows:

FY2013 Amended Capital Budget

Capital Contributions	FY 2013 Amended Capital Budget	Revisions	FY2013 Amended Capital Budget
Federal Contributions	87,244,152	722,940	87,967,092
State Contributions	8,818,078	-	8,818,078
Local Contributions	8,969,018	(396,630)	8,572,388
Total	\$ 105,031,248	\$ 326,310	\$ 105,357,558

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

Capital Expenditures	LYNX			FY 2013 Amended Capital Budget
	FY 2013 Amended Capital Budget	LYNX Bus Vehicles Equipment	Paratransit Vehicle Equipment	
BRT	28,666,432			28,666,432
Facility Improvements	5,959,559			5,959,559
Fare Payment System Upgrade	3,087,279			3,087,279
Kissimmee Transfer Center	175,369			175,369
Paratransit Fleet Capitalization	1,065,495			1,065,495
Passenger Amenities	7,138,972			7,138,972
Real Time Customer Information	573,000			573,000
Revenue Vehicles	44,430,193			44,430,193
Safety/Security Enhancements	2,420,643			2,420,643
Shelters/Transfer Centers	201,000			201,000
Support Equipment	1,664,066	231,295	95,015	1,990,376
Technology	9,649,240			9,649,240
Total	\$ 105,031,248	\$ 231,295	\$ 95,015	\$ 105,357,558

Support Equipment – At the April 11, 2013, Board Meeting, approval was provided for LYNX to upgrade Mentor on-vehicle communications to Verizon 3G/4G service to ensure bus vehicle communications have compatible and functioning hardware in the amount of \$231,295. The Board also approved a contract increase of \$11,015 to the contract with Enghouse Transportation (f/k/a Ontira Communications, Incorporated) to procure Spanish language translations for paratransit and fixed route Interactive Voice Response (IVR) systems. Also, an action is being requested during this Board Meeting to approve 21 additional mobile data transfer units at a per unit cost of \$4,000 totaling \$84,000 for upgrades for the paratransit fleet vehicle communications.

Alternatives Analysis (AA) Studies – The AA study for U.S. 192 and S.R. 50 were transferred from the capital budget to the operating budget during the budget amendments approved at the LYNX April 11, 2013 Board Meeting. The amendment adjusted the costs for these studies from the FY2013 Capital Budget to the FY2013 Operating Budget at 100% federal costs versus 80% federal and 20% local. The budget amendment being requested is to accurately reflect in the

LYNX Board Agenda

FY2013 Operating and Capital Budgets the appropriate share for both AA studies being conducted, which are currently in the planning phase.

FISCAL IMPACT:

The FY2013 Amended Operating Budget will increase from \$119,851,134 to \$121,074,870. The FY2013 Amended Capital Budget will be increased from \$105,031,248 to \$105,357,558 as indicated.

FY2013 Amended Operating & Capital Budget

Presented to the
LYNX Board of Directors
September 19, 2013



FY2013 Operating Budget Overview

	<u>FY2013 Amended</u>	<u>FY2013 Amended</u>	<u>% Change</u>
Operating Revenue	\$ 119,851,134	\$ 121,074,870	1.0%
Operating Expenses	<u>119,851,134</u>	<u>121,074,870</u>	<u>1.0%</u>
Operating Income/(Deficit)	\$ -	\$ -	0.0%



FY2013 Operating Revenue

	FY2013 Amended	FY2013 Amended	% Change
Fund Balance	\$ 2,233,239	\$ 3,521,078	57.7%
Customer Fares	26,502,613	26,502,613	0.0%
Contract Services	9,924,852	10,149,938	2.3%
Advertising on Buses	1,525,000	1,525,000	0.0%
Advertising - Trade	-	-	0.0%
Interest & Other Income	566,500	566,500	0.0%
Federal	21,690,292	21,401,103	-1.3%
State	10,692,276	10,692,276	0.0%
Local	46,716,362	46,716,362	0.0%
Total Operating Revenue	\$ 119,851,134	\$ 121,074,870	1.0%



FY2013 Operating Expenses

	FY2013 <u>Amended</u>	FY2013 <u>Amended</u>	<u>% Change</u>
Salaries/Wages/Fringes	\$ 63,902,160	\$ 63,933,260	0.0%
Other Services	9,357,781	9,634,281	3.0%
Fuel	16,193,077	16,193,077	0.0%
Materials & Supplies	5,793,716	5,793,716	0.0%
Utilities	1,350,102	1,350,102	0.0%
Casualty and Liability	1,331,276	1,331,276	0.0%
Taxes & Tags	430,180	430,180	0.0%
Purchased Transportation	20,276,514	21,192,650	4.5%
Miscellaneous	780,638	780,638	0.0%
Leases	160,060	160,060	0.0%
Reserves	275,630	275,630	0.0%
Total Operating Expenses	<u><u>\$ 119,851,134</u></u>	<u><u>\$ 121,074,870</u></u>	<u><u>1.0%</u></u>



Key Operating Budget Amendment Basis

- Other legal services & fees for general liability, workers compensation, and labor & employment
- Increase in MV Transportation contract for the provision of non-core paratransit service and increased trip levels



FY2013 Capital Budget Overview

	<u>FY2013 Amended</u>	<u>FY2013 Amended</u>	<u>% Change</u>
Capital Contributions	\$ 105,031,248	\$ 105,357,558	0.31%
Capital Expenditures	<u>105,031,248</u>	<u>105,357,558</u>	<u>0.31%</u>
Capital Gains/(Losses)	\$ -	\$ -	N/A



FY2013 Capital Budget Contributions

Capital Contributions	FY2013		FY2013
	Amended	Revisions	Amended
Federal Contributions	\$ 87,244,152	\$ 722,940	\$ 87,967,092
State Contributions	8,818,078	-	8,818,078
Local Contributions	8,969,018	(396,630)	8,572,388
Total	\$ 105,031,248	\$ 326,310	\$ 105,357,558



FY2013 Capital Expenditures

Capital Expenditures	FY2013 Amended	LYNX Bus Vehicles Equipment	LYNX Paratransit Vehicles Equipment	FY2013 Amended
BRT	28,666,432			28,666,432
Facility Improvements	5,959,559			5,959,559
Fare Payment System Upgrade	3,087,279			3,087,279
Kissimmee Transfer Center	175,369			175,369
Paratransit Fleet Capitalization	1,065,495			1,065,495
Passenger Amenities	7,138,972			7,138,972
Real Time Customer Information	573,000			573,000
Revenue Vehicles	44,430,193			44,430,193
Safety/Security Enhancements	2,420,643			2,420,643
Shelters/Transfer Centers	201,000			201,000
Support Equipment	1,664,066	231,295	95,015	1,990,376
Technology	9,649,240			9,649,240
Total	\$ 105,031,248	\$ 231,295	\$ 95,015	\$ 105,357,558



Board Action Requested

LYNX staff is asking for approval of the amended FY2013 operating and capital budgets.

	FY2013 Amended	FY2013 Amended	% Change
Operating	\$ 119,851,134	\$ 121,074,870	1.0%
Capital	105,031,248	105,357,558	0.3%
Total	\$ 224,882,382	\$ 226,432,428	0.7%



Action Agenda Item #7.D

To: LYNX Board of Directors

From: **Blanche Sherman**
DIRECTOR OF FINANCE
Leonard ANTMANN
(Technical Contact)
Salawu Ajala
(Technical Contact)

Phone: 407.841.2279 ext: 6100

Item Name: Authorization to Adopt Fiscal Year 2014 Operating and Capital Budgets

Date: 9/19/2013

ACTION REQUESTED:

Staff is requesting the Board of Directors' adoption of the Fiscal Year 2014 Operating and Capital Budgets.

BACKGROUND:

At the April 11, 2013 Board meeting, staff presented the preliminary FY2014 Operating Budget in the amount of \$124,796,817 to the Board of Directors. Since then, presentations have been made to Orange, Osceola, and Seminole counties, assumptions have been reexamined and the cost of providing service for next fiscal year has been discussed, which has increased the FY2014 Operating Budget by 2.5%.

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

OVERVIEW:

Budget Highlights

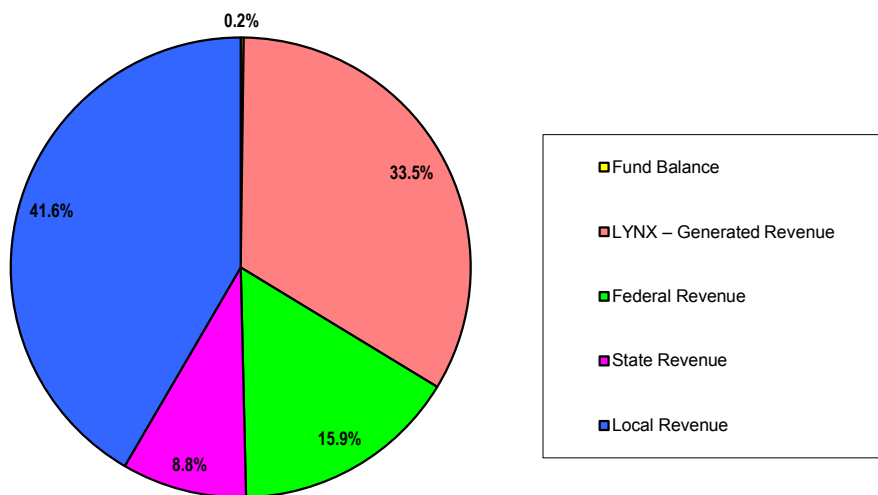
The FY2014 proposed budget totals \$229,152,671, of which \$127,867,296 represents operating expenses and \$101,285,375 represents capital expenditures. This is a net increase in the total budget of \$2,720,243 or 1.2% from the FY2013 Amended Budget.

Operating Budget

The proposed Operating Budget for FY2014 is \$127,867,296, which is an increase of \$6,792,426 or 5.6% from the FY2013 Amended Operating Budget.

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

Operating Revenue



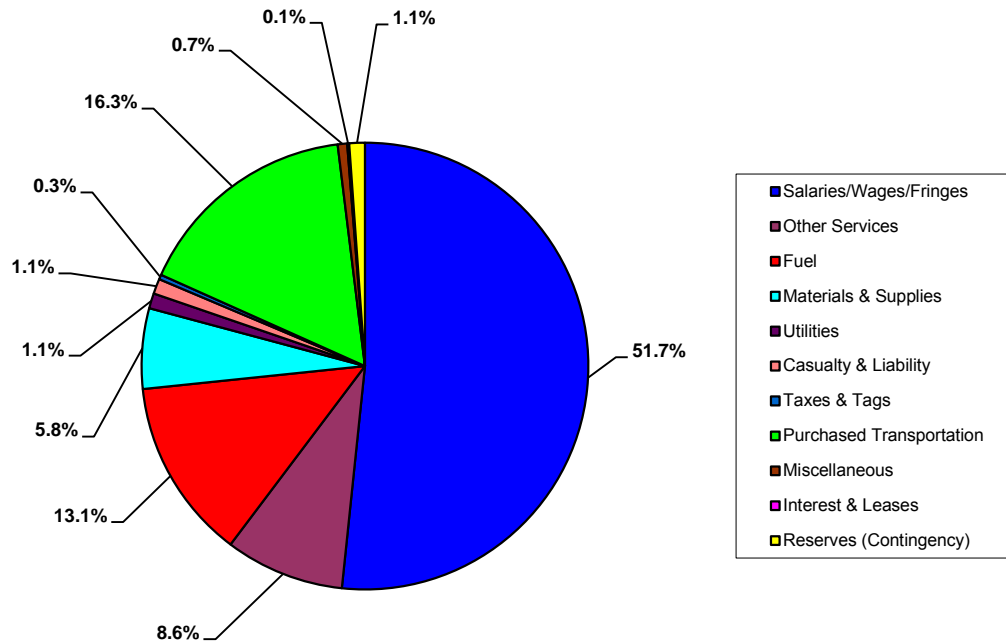
TOTAL OPERATING REVENUES \$127,867,296

Fund Balance	\$ 266,439*
LYNX – Generated Revenue	42,815,407
Federal Revenue	20,378,196
State Revenue	11,225,104
Local Revenue	<u>53,182,150</u>
Total Operating Revenue	<u>\$127,867,296</u>

**Use of prepaid funding from Osceola County for new Service Development route, and funding to support local share of US192 and SR50 Alternative Analysis studies.*

These funds are programmed to fund the following expenses:

Operating Expenses



TOTAL OPERATING EXPENSES \$127,867,296

Salaries/Wages/Fringes	\$ 66,047,747
Other Services	11,030,844
Fuel	16,720,015
Materials & Supplies	7,436,393
Utilities	1,401,578
Casualty & Liability	1,397,267
Taxes & Tags	432,141
Purchased Transportation	20,902,452
Miscellaneous	874,399
Interest & Leases	181,120
Reserves (Contingency)	1,443,340
Total Operating Expenses	<u>\$ 127,867,296</u>

Capital Budget

The proposed Capital Budget for FY2014 is \$101,285,375, which is a decrease of \$4,072,183 or approximately 3.9% less than the FY2013 Amended Capital Budget. The proposed Capital Budget for FY2014 supports continued LYMMO expansion activities, purchase of revenue vehicles, technology enhancements, passenger amenities, and the carryover of projects started in FY2013 that will be advanced in FY2014.

The capital budget is funded from a combination of federal, state and local sources, and includes items such as the planned purchase of replacement buses and vans, bus shelters, and the use of technology to assist in service delivery and improvements. The majority of the capital budget, 83.3% is funded through federal grants, 4.4% is funded through state grants, 11.1% through local funds and the remaining 1.2% through reserves. The local contribution from the funding partners covers the capital bus lease, LYMMO BRT expansion projects, the Kissimmee Intermodal Center, and other miscellaneous capital projects.

Specifically, this budget includes funds from the following areas:

Federal	\$ 84,359,350
State	4,440,423
Local	11,240,577
Reserves	1,245,025
Total	<u>\$101,285,375</u>

The table below identifies capital expenditures by program:

Capital Program		FY2014 Requests
1)	Revenue Vehicles	\$ 50,157,010
2)	BRT	21,640,055
3)	Facilities	4,698,336
4)	Passenger Amenities / Related Enhancements	8,436,015
5)	Technology	9,917,822
6)	Security	1,070,248
7)	Support Equipment	2,473,294
8)	ARRA	2,892,595
	Total	<u>\$101,285,375</u>

Notes:

- 1) Revenue vehicles include expansion and replacement vehicles for fixed-route, vanpool, and paratransit service.
- 2) BRT includes the East / West and Parramore BRT projects, as well as, the FlexBus project demonstration component.
- 3) Facilities include funds for LCS and LOC improvements and facility lighting upgrades.
- 4) Passenger amenities include shelters, transfer centers, solar power, benches, and trash receptacles.
- 5) Technology includes items to improve communication and information delivery such as network improvements, real-time information systems, phone system upgrades, and ticket vending machines.
- 6) Security includes equipment to enhance security and surveillance.
- 7) Support equipment includes items such as copiers, printers, shop tools, furniture, and storage cabinets.
- 8) The Federal Transit Administration (FTA) is allowing LYNX to complete existing projects currently funded by ARRA during FY2014.

The following table provides a summary of the ARRA projects which represents 2.9% of the FY2014 capital budget:

ARRA Projects	FY2014 Capital Budget Requests
Real Time Customer Information	\$ 573,000
Fare Payment System Upgrade	2,319,595
Total	<u>\$2,892,595</u>

The FTA granted an extension of the ARRA capital grant through FY2014 to support the continuation of the Fare Payment System. LYNX staff plans to re-allocate the savings from this project and other remaining ARRA projects, upon FTA's approval.

FISCAL IMPACT:

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

FY2014 Adopted Operating & Capital Budgets

Presented to the
LYNX Board of Directors
September 19, 2013



Key Budget Assumptions - Overall

- FY2014 Funding based on LYNX Adopted Funding Model
- Maintain current Preventative Maintenance funding level
- Maximize current service levels through efficiencies
- Apply additional Flex (NeighborLink) services, where appropriate



Key Budget Assumptions - Revenues

- Maximize utilization of JARC/NFP funds
- Increased advertising on buses revenue
- Increased federal grant revenue



Key Budget Assumptions - Expenses

- Effects of LYNX' New Group Health Insurance program
- Impact of year two Union wage re-opener
- Impact of pension reform contribution rate
- Continuation of Fuel Hedging Program
- Continued application of reductions based on LYNX ownership of paratransit vehicles
- Effect of increasing paratransit trip levels



FY2014 Operating Budget Overview

	<u>FY2013 Amended</u>	<u>FY2014 Adopted</u>	<u>% Change</u>
Operating Revenue	\$ 121,074,870	\$ 127,867,296	5.6%
Operating Expenses	<u>121,074,870</u>	<u>127,867,296</u>	<u>5.6%</u>
Operating Income/(Deficit)	\$ -	\$ -	N/A



FY2014 Operating Revenue

	<u>FY2013</u>	<u>FY2014</u>	<u>% Change</u>
	<u>Amended</u>	<u>Adopted</u>	
Fund Balance	\$ 3,521,078	\$ 266,439	-92.4%
Customer Fares	26,502,613	29,429,794	11.0%
Contract Services	10,149,938	11,163,514	10.0%
Advertising on Buses	1,525,000	1,730,000	13.4%
Advertising - Trade	-	-	0.0%
Interest & Other Income	566,500	492,099	-13.1%
Federal	21,401,103	20,378,196	-4.8%
State	10,692,276	11,225,104	5.0%
Local	46,716,362	53,182,150	13.8%
Total Operating Revenue	<u><u>\$ 121,074,870</u></u>	<u><u>\$127,867,296</u></u>	<u><u>5.6%</u></u>



FY2014 Operating Expenses

	FY2013	FY2014	
	<u>Amended</u>	<u>Adopted</u>	<u>% Change</u>
Salaries/Wages/Fringes	\$ 63,933,260	\$ 66,047,747	3.3%
Other Services	9,634,281	11,030,844	14.5%
Fuel	16,193,077	16,720,015	3.3%
Materials & Supplies	5,793,716	7,436,393	28.4%
Utilities	1,350,102	1,401,578	3.8%
Casualty and Liability	1,331,276	1,397,267	5.0%
Taxes & Tags	430,180	432,141	0.5%
Purchased Transportation	21,192,650	20,902,452	-1.4%
Miscellaneous	780,638	874,399	12.0%
Leases	160,060	181,120	13.2%
Reserves	275,630	1,443,340	N/A
Total Operating Expenses	<u><u>\$ 121,074,870</u></u>	<u><u>\$ 127,867,296</u></u>	<u><u>5.6%</u></u>



FY2014 Local Revenue by Jurisdiction

	<u>FY2013 Amended</u>	<u>FY2014 Adopted</u>	<u>% Change</u>
Orange County	\$ 33,583,056	\$ 35,777,072	7%
Osceola County	4,554,824	5,330,117	17%
Seminole County	4,083,948	5,920,884	45%
City of Orlando	3,482,292	3,814,797	10%
City of Orlando - LYMMO	<u>1,231,575</u>	<u>1,883,055</u>	<u>53%</u>
Total Local Funds	\$ 46,935,695	\$ 52,725,925	12%
Cities, Other Agenices & Privat	<u>785,761</u>	<u>537,995</u>	<u>-32%</u>
Subtotal	\$ 47,721,456	\$ 53,263,920	12%
Capital Contributions	<u>(1,005,094)</u>	<u>2,113,746</u>	<u>N/A</u>
Total	<u>\$ 46,716,362</u>	<u>\$ 55,377,666</u>	<u>19%</u>



FY2014 Capital Budget Overview

	<u>FY2013</u> <u>Amended</u>	<u>FY2014</u> <u>Adopted</u>	<u>% Change</u>
Capital Contributions	\$ 105,357,558	\$101,285,375	-3.9%
Capital Expenditures	<u>105,357,558</u>	<u>101,285,375</u>	<u>-3.9%</u>
Capital Income/(Deficit)	\$ -	\$ -	N/A



FY2014 Capital Budget Contributions

	FY2013	FY2014	%
Capital Contributions	Amended	Adopted	Change
Federal Contributions	\$ 87,967,092	\$ 84,359,350	-4.1%
State Contributions	8,818,078	4,440,423	-49.6%
Local Contributions	8,572,388	11,240,577	31.1%
Reserves	-	1,245,025	-
Total	\$ 105,357,558	\$ 101,285,375	-3.9%



TOTAL BUDGET SUMMARY

	<u>FY2013</u> <u>Amended</u>	<u>FY2014</u> <u>Adopted</u>	<u>Change</u>
Operating Revenue	\$ 121,074,870	\$ 127,867,296	5.6%
Operating Expenses	121,074,870	127,867,296	5.6%
Operating Income/(Deficit)	-	-	
Capital Funding	105,357,558	101,285,375	-3.9%
Capital Expenditures	105,357,558	101,285,375	-3.9%
Capital Income/(Deficit)	-	-	
Total Sources of Funding	226,432,428	229,152,671	1.2%
Total Uses of Funding	226,432,428	229,152,671	1.2%
Net Financial Position	-	-	
Staffing Count	1,077	1,105	



Operating Budget Calendar

Final Board Action

September 19

Budget Year 13– 14 Commences

October 1



Action Agenda Item #7.E

To: LYNX Board of Directors

From: Blanche Sherman
DIRECTOR OF FINANCE
Leonard ANTMANN
(Technical Contact)

Phone: 407.841.2279 ext: 6100

Item Name: Authorization to Enter into the FY2014 Service Funding Agreements with the Regional Funding Partners

Date: 9/19/2013

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 2014 Budget. The actual amounts of the agreements will be final once the Board has approved the budget for FY2014.

Orange County	\$37,587,018
Osceola County	\$ 5,459,512
Seminole County	\$ 6,146,421
City of Orlando*	\$ 3,814,797
City of Altamonte Springs	\$ 120,900
City of Sanford	\$ 93,000
City of St. Cloud	\$ 161,999

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

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

BACKGROUND:

The Counties of Lake, Orange, Osceola and Seminole and the Cities of Orlando, Altamonte Springs, St. Cloud, and Sanford (hereinafter, the Regional Funding Partners) all recognize the

need to provide public transportation services in an efficient manner and acknowledge the benefits of increased ridership on the regional public transportation system.

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

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

The funding partner agreement for FY2014 contains the following:

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

A copy of the proposed service funding agreement that will be entered into between LYNX and each of the Regional Funding Partners for Fiscal Year 2014 is attached. The proposed addendums for each of the partners is also attached. Authorization is requested from the Board for LYNX staff to complete the funding agreement with each funding partner, including completion of the exhibits and addenda. This will permit the funding agreements to be executed more quickly after the beginning of LYNX’ fiscal year. Changes will be permitted to the funding agreement by way of changes to the addendum provided that said changes are not materially adverse to LYNX.

SERVICE FUNDING AGREEMENT
by and between
CITY OF ALTAMONTE SPRINGS, FLORIDA
and
LYNX

THIS SERVICE FUNDING AGREEMENT (“**Agreement**”) is made and entered into as of October 1, 2013, by and between the **CITY OF ALTAMONTE SPRINGS, FLORIDA**, a charter city and political subdivision of the State of Florida, whose principal address is 225 Newburyport Avenue, Altamonte Springs, Florida 32701 (hereinafter the “**Funding Partner**”), and the **CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY**, a body politic and corporate created pursuant to Part II, Chapter 343, Florida Statutes, whose principal address is 455 North Garland Avenue, Orlando, Florida 32801 (hereinafter “**LYNX**”).

WITNESSETH

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

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

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

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

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

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

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

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

WHEREAS, the Funding Partner and LYNX entered into an Interlocal Agreement for Public Transit Services dated as of February 22, 2013 (the “**Prior Fiscal Year Funding Agreement**”) pursuant to which the Funding Partner agreed to appropriate funds to LYNX for

fiscal year 2013 (October 1, 2012 - September 30, 2013) to support LYNX Public Transportation services within the Service Area (as hereinafter defined); and

WHEREAS, the term of the Prior Fiscal Year Funding Agreement ended on September 30, 2013; and

WHEREAS, the Funding Partner has budgeted funds for the fiscal year beginning on October 1, 2013 and ending on September 30, 2014 (“**Fiscal Year**”) to support LYNX’s Public Transportation services for such fiscal year; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3. Funding Partner Obligations.

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

(b) The Appropriated Amount shall be paid by the Funding Partner to LYNX in four (4) equal quarterly installments, with each installment being due on the first day of each quarter. The first installment payment shall be due upon the later of (x) October 1, 2013 or (y) the execution date of this Agreement.

(c) If, prior to the termination date of this Agreement (as set forth in Section 19 below), the Funding Partner and LYNX fail to reach a written agreement setting forth an appropriation to LYNX for the next Fiscal Year, then, notwithstanding the termination of this Agreement, the Funding Partner shall continue to pay LYNX the monthly installment amounts due pursuant to Section 3(a) (the **“Post-Termination Payment”**) on the first day of each month until the earliest to occur of the following: (i) LYNX and the Funding Partner reach a written agreement setting forth an appropriation for the next Fiscal Year; (ii) ninety (90) days following that date that the Funding Partner, through action taken by its governing board, notifies LYNX in writing that it wishes to terminate this Agreement and no longer receive from LYNX the Public Transportation services provided herein; or (iii) the date that LYNX actually discontinues the Public Transportation services to the Funding Partner. If so elected by LYNX, the Post-Termination Payment shall be adjusted to reflect the increase or decrease, as the case may be, in

the hourly rate that the LYNX governing board approves for the next Fiscal Year, at such time as the LYNX governing board approves such new hourly rate. If LYNX and the Funding Partner fail to reach an agreement setting forth an appropriation for the next Fiscal Year by December 31, 2014, then LYNX may, within its discretion, reduce, eliminate or discontinue the provision of Public Transportation services to the Funding Partner immediately upon providing the Funding Partner with written notice of same.

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

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

4. **LYNX Obligations.**

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

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

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

- (i) Maps and schedules for each route operating in the Service Area.

(ii) Official LYNX monthly ridership reports showing a breakdown of actual aggregate ridership by mode (i.e., Fixed-Route Service, LYMMO, Access LYNX, Van Plan and special shuttles).

(iii) An operational service characteristics report for current services provided, which would include (1) revenue hours, (2) revenue miles, and (3) unlinked passenger trips.

(iv) A comparison of actual revenue and expenditures to budgeted revenues and expenditures with explanations for variances that exceed \$50,000.

(v) A route performance report, which reports and ranks each route which is located in the County for the Funding Partner, monthly based on the following:

(A) Subsidy per Passenger Trip

(B) Passengers per trip

(C) Passengers per Revenue Hour

(D) Passengers per Revenue Mile

(E) Percent farebox return (i.e., percent of Operating Expenses recovered through farebox).

(vi) Current and contemporaneous versions of the LYNX regional model, which is the model used by LYNX to apportion total Operating Expenses, less adjustments, to the Funding Partners based on Fixed-Route Service hours, ADA client trips, and flex-service hours in their service area.

(A) A comparison of scheduled versus actual Revenue Miles.

(B) A comparison of scheduled versus actual Revenue Hours.

(C) A schedule of unanticipated extraordinary expenses for the prior quarter.

(D) A list of changes to authorized staffing.

(E) A schedule of total training and travel expenditures for each LYNX board member and employee for the immediately preceding quarter. This schedule should specify the training event name, attendee name(s), date(s) of travel and/or training, event location, and total expenses of each trip.

(vii) Any other information the Funding Partner reasonably requests.

(c) **Additional Reporting.** On an annual basis, within thirty (30) days of receipt, LYNX shall provide the Funding Partner with a copy of all external audits, a copy of the

Comprehensive Annual Financial Report, which shall include the Report on Internal Controls, Report on Compliance with Laws and Regulations, and a copy of the management letter.

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

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

7. **Termination of Agreement.**

(a) **For Cause.** If LYNX or the Funding Partner (the "**Breaching Party**") fails to fulfill any material covenant, term or condition of this Agreement, the other party (the "**Non-Breaching Party**") shall give the Breaching Party written notice of such failure or violation. If such failure or violation is not cured within thirty (30) days from the date on which the Breaching Party receives such notice, the Non-Breaching Party may terminate this Agreement, which shall be effective upon thirty (30) days following the Breaching Party's receipt of a written notice from the Non-Breaching Party to that effect or such later date as specified in the notice.

(b) **For Convenience.** Either LYNX or the Funding Partner may terminate this Agreement at any time upon giving notice to that effect. Such termination shall be effective upon thirty (30) days receipt of written notice of termination from the party desiring to terminate this Agreement or such later date as specified in the notice.

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

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

10. **Record Keeping Procedure.** LYNX shall keep and maintain accurate records of all services rendered in the performance of this Agreement and shall keep such records open to inspection by the Funding Partner at reasonable hours during the entire term of this Agreement,

With copy to: City of Altamonte Springs
225 Newburyport Avenue
Altamonte Springs, FL 32701
Attention: Community Redevelopment Agency

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

With copy to: Central Florida Regional Transportation Authority
455 North Garland Avenue
Orlando, Florida 32801-1518
Attn: Blanche W. Sherman, Director of Finance

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

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

19. **Effective Date.** The effective date of this Agreement shall be as of the date first set forth above. Unless terminated earlier in accordance with Section 7 of this Agreement, this Agreement will terminate on September 30, 2014, except for the provisions of this Agreement which by their terms survive the termination of this Agreement.

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

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

22. **Recording.** This Agreement shall be filed with the Clerk of the County Court of Seminole County, Florida, or such other public official responsible under general or special law for the public records of the City of Altamonte Springs, Florida, in accordance with Section 163.01, Florida Statutes.

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

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

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

[Signatures appear on following page]

SIGNATURE PAGE FOR FUNDING PARTNER

FUNDING PARTNER:

CITY OF ALTAMONTE SPRINGS

By: _____
Patricia Bates, Mayor

Date: _____

ATTEST:

By: _____
Deputy Clerk

SIGNATURE PAGE FOR LYNX

**CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY**

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

AKERMAN SENTERFITT,
Counsel for LYNX

By: _____
Patrick T. Christiansen, Esq.

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

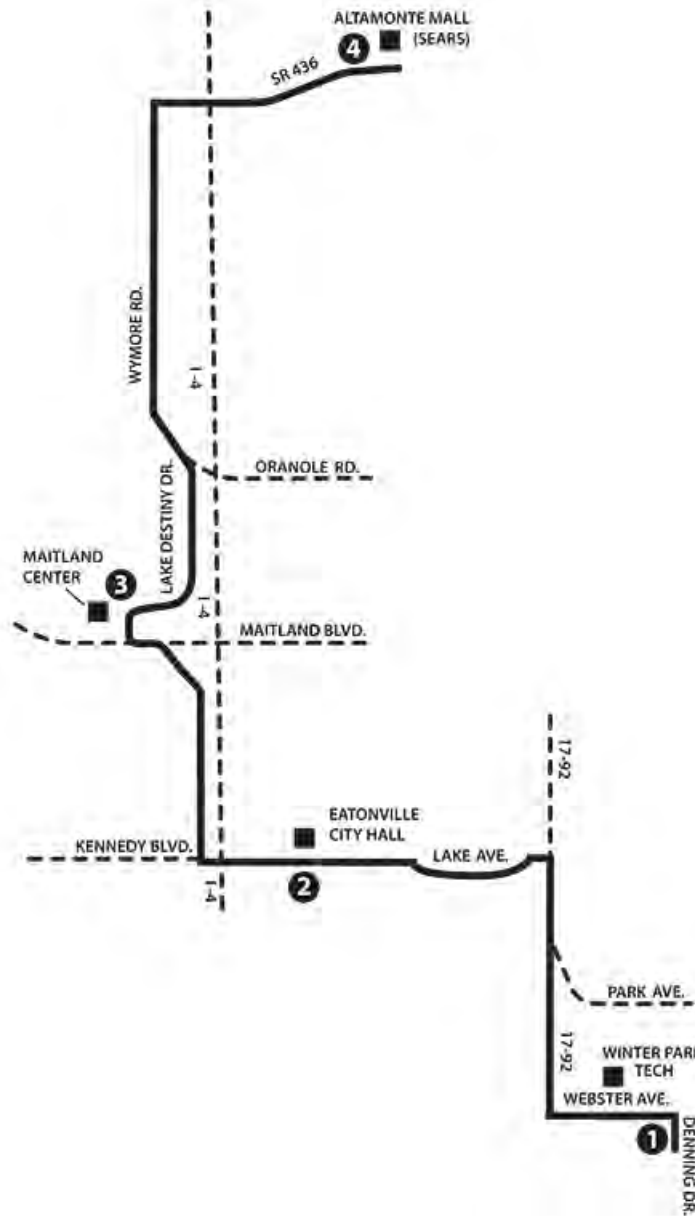
Date: _____

Exhibit "A"

DESCRIPTION OF SERVICE AREA

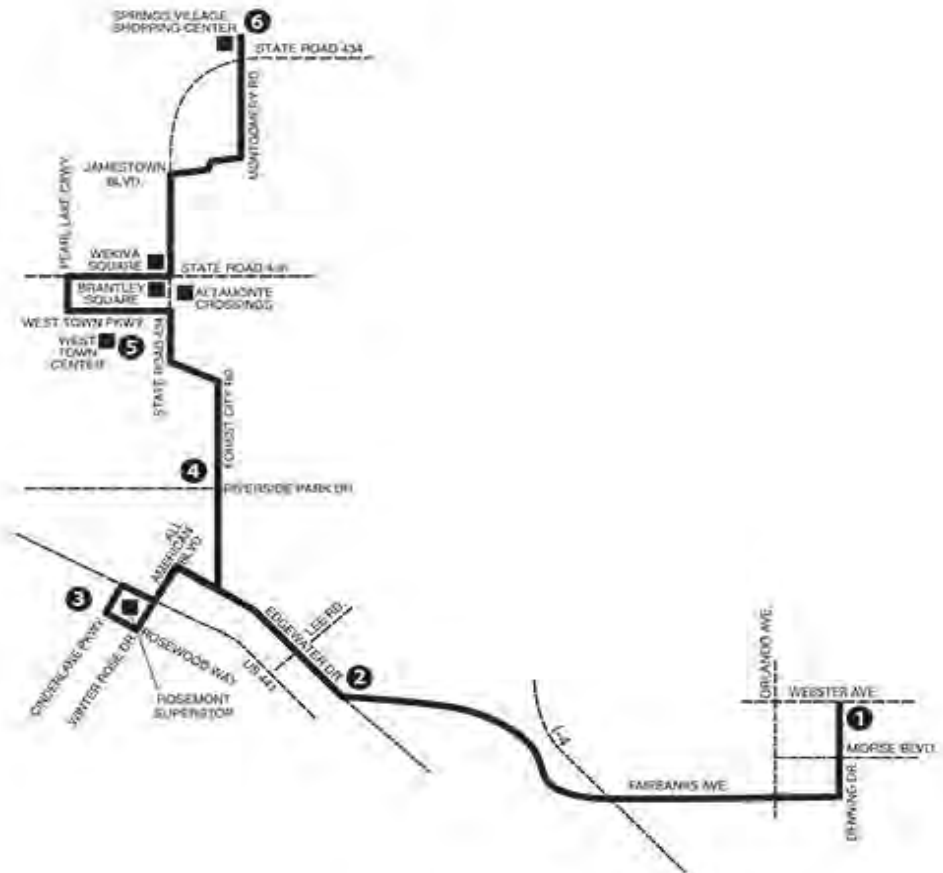
LINK 1 Winter Park/Altamonte Springs

Servicing: Winter Park Tech, Eatonville, Maitland Center, and Altamonte Mall



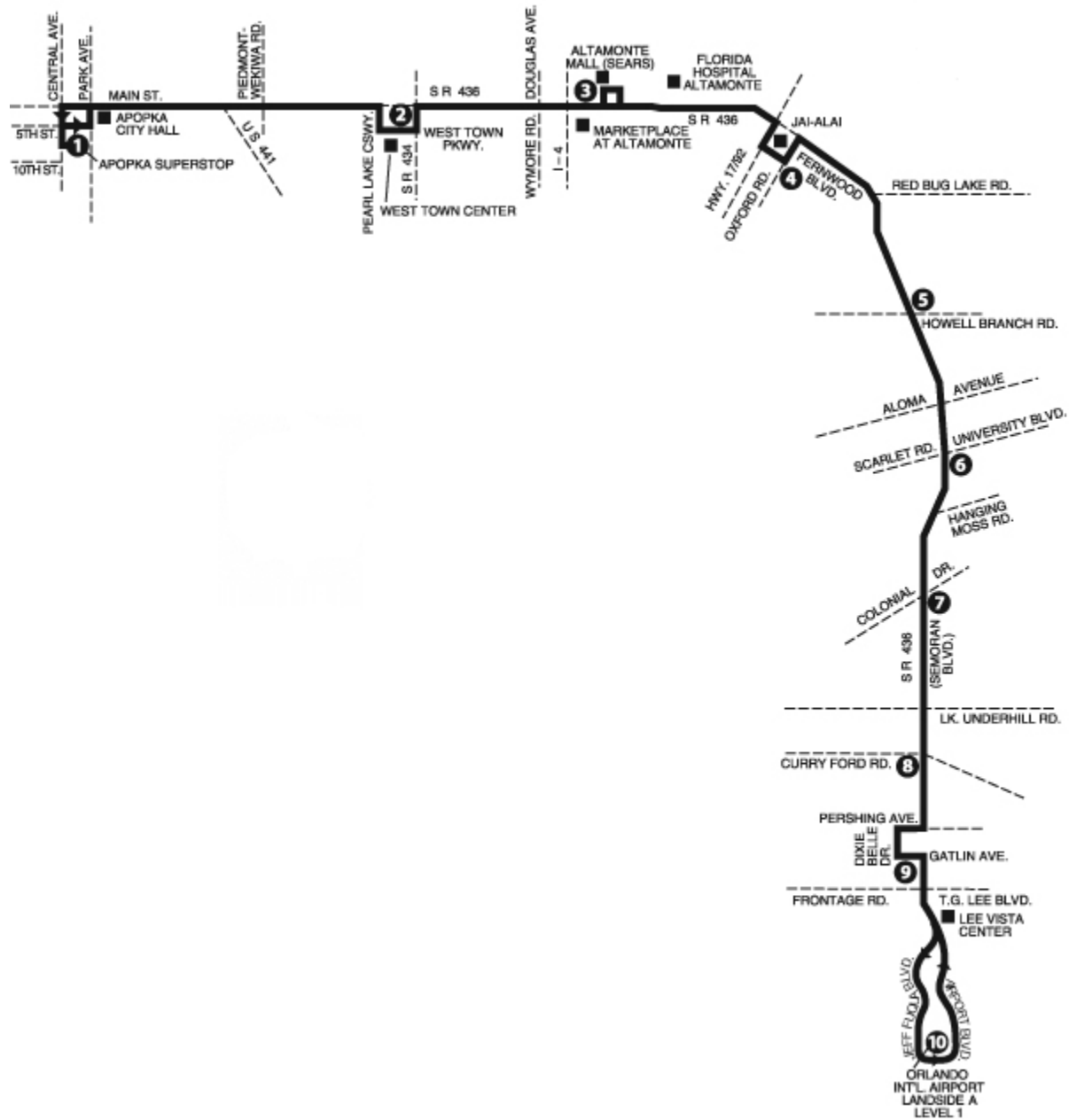
LINK 23 Winter Park/Springs Village

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



LINK 41 SR 436 Crosstown

Serving: Apopka, Apopka SuperStop, West Town Center, Altamonte Mall, Florida Hospital Altamonte, Fern Park, Casselberry, Azalea Park, and Orlando International Airport



Link 434 SR 434 Crosstown

Serving: Seminole State College- Altamonte Campus, Lake Brantley High School, Winter Springs City Hall, South Seminole Hospital, Oviedo Market Place, University of Central Florida, and NeighborLink 622

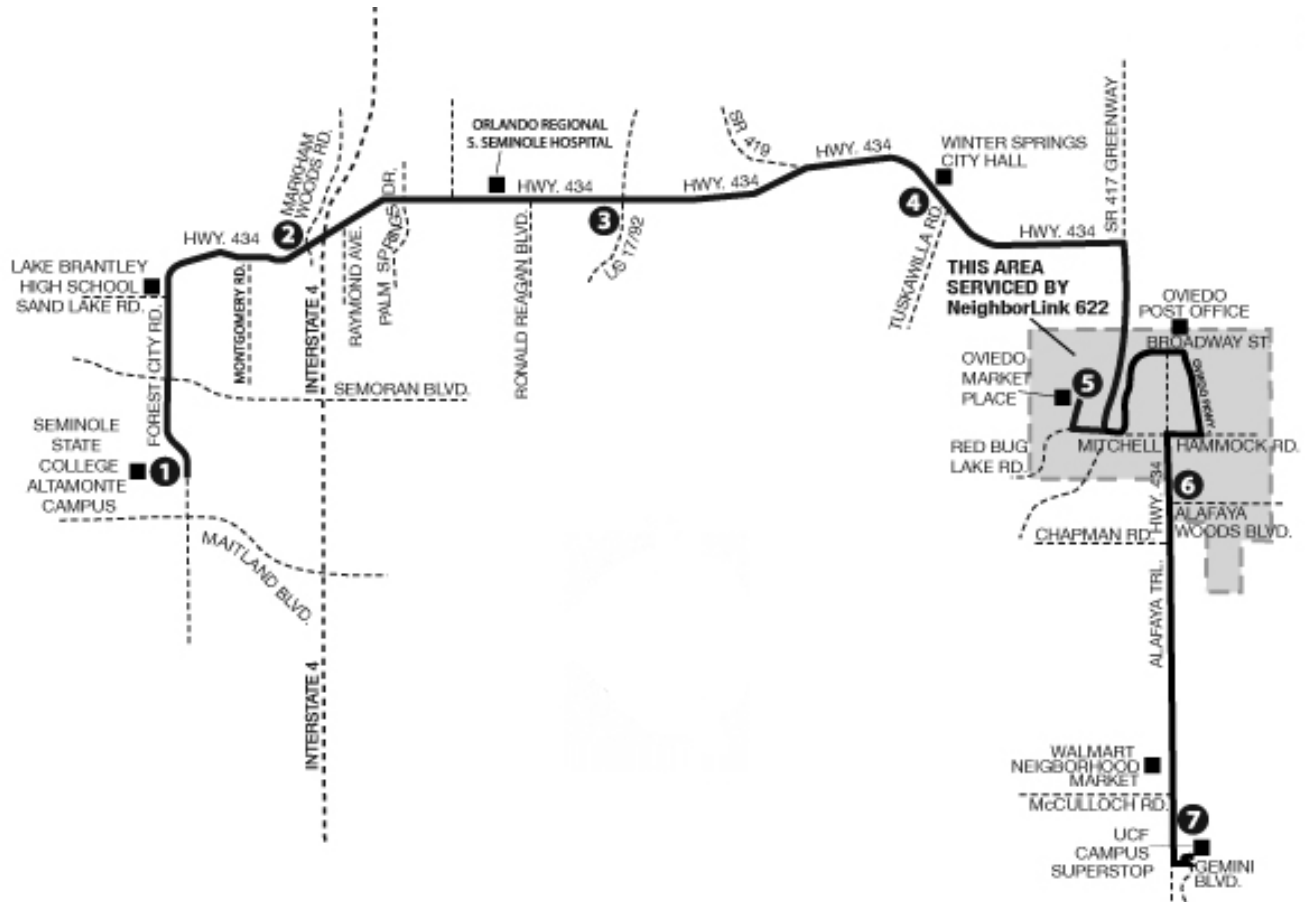


Exhibit "B"

DESCRIPTION OF APPROPRIATED AMOUNT

October through September \$ 120,900

Exhibit B City of Altamonte Springs Transit Service Costs For FY2014	
Total County Transit Service Cost	\$ 120,900

FY2014 Billing Schedule:	
October 2013	\$ 30,225
January 2014	\$ 30,225
April 2014	\$ 30,225
July 2014	\$ 30,225
Annual Funding Request from City	\$ 120,900

ADDENDUM TO AGREEMENT

25. WHEREAS, the Funding Partner, on October 5, 2010, adopted City of Altamonte Springs Comprehensive Plan, "City Plan 2030", and

26. The Funding Partner agrees to appropriate up to a maximum of one hundred twenty thousand nine hundred dollars and zero cents (\$120,900) to LYNX for fiscal year 2013/2014 for the provision of public transportation services within the Service Agreement in accordance with this Agreement and to be allocated as follows:

(a) The base operating expenditures funding of \$120,900 shall be for fixed route bus service and other existing services.

(b) The \$120,900 shall be paid by the Funding Partner to LYNX in four (4) equal quarterly installments by Funding Partner's designated representative and shall be due on the first of each quarter beginning in October 2013, and payable no later than thirty (30) days after the due date. The first such payment under this Agreement shall be made no sooner than October 1, 2013 or the execution date of this Agreement. Notwithstanding the foregoing, in the event LYNX fails to submit the required quarterly reports or fails to comply with any material terms of this Agreement, the Funding Partner reserves the right to withhold the monthly payment pursuant to Section 3, of this Agreement.

SERVICE FUNDING AGREEMENT

**by and between
CITY OF ORLANDO, FLORIDA**

**and
LYNX**

THIS SERVICE FUNDING AGREEMENT (“Agreement”) is made and entered into as of October 1, 2013, by and between the City of Orlando, Florida, a charter city and political subdivision of the State of Florida, whose principal address is 400 South Orange Avenue, Orlando, Florida 32802 (hereinafter the “**Funding Partner**”), and the **CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY**, a body politic and corporate created pursuant to Part II, Chapter 343, Florida Statutes, whose principal address is 455 North Garland Avenue, Orlando, Florida 32801 (hereinafter “**LYNX**”).

WITNESSETH

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

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

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

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

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

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

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

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

WHEREAS, the Funding Partner and LYNX entered into a an Interlocal Agreement for Public Transit Services dated as of October 16, 2012 (the “**Prior Fiscal Year Funding**”

Agreement”) pursuant to which the Funding Partner agreed to appropriate funds to LYNX for fiscal year 2013 (October 1, 2012 - September 30, 2013) to support LYNX Public Transportation services within the Service Area (as hereinafter defined); and

WHEREAS, the term of the Prior Fiscal Year Funding Agreement ended on September 30, 2013; and

WHEREAS, the Funding Partner has budgeted funds for the fiscal year beginning on October 1, 2013 and ending on September 30, 2014 (“**Fiscal Year**”) to support LYNX’s Public Transportation services for such fiscal year; and

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

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

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

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

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

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

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

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

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

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

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

“**LYMMO**” means the Downtown Orlando bus rapid transit circulator operating under the name of LYMMO.

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

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

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

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

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

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

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

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

3. **Funding Partner Obligations.**

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

(b) The Appropriated Amount shall be paid by the Funding Partner to LYNX in four (4) equal quarterly installments, with each installment being due on the first day of each quarter. The first installment payment shall be due upon the later of (x) October 1, 2013 or (y) the execution date of this Agreement.

(c) If, prior to the termination date of this Agreement (as set forth in Section 19 below), the Funding Partner and LYNX fail to reach a written agreement setting forth an appropriation to LYNX for the next Fiscal Year, then, notwithstanding the termination of this Agreement, the Funding Partner shall continue to pay LYNX the monthly installment amounts due pursuant to Section 3(b) (the “**Post-Termination Payment**”) on the first day of each month until the earliest to occur of the following: (i) LYNX and the Funding Partner reach a written agreement setting forth an appropriation for the next Fiscal Year; (ii) ninety (90) days following that date that the Funding Partner, through action taken by its governing board, notifies LYNX in

writing that it wishes to terminate this Agreement and no longer receive from LYNX the Public Transportation services provided herein; or (iii) the date that LYNX actually discontinues the Public Transportation services to the Funding Partner. If so elected by LYNX, the Post-Termination Payment shall be adjusted to reflect the increase or decrease, as the case may be, in the hourly rate that the LYNX governing board approves for the next Fiscal Year, at such time as the LYNX governing board approves such new hourly rate. If LYNX and the Funding Partner fail to reach an agreement setting forth an appropriation for the next Fiscal Year by December 31, 2013, then LYNX may, within its discretion, reduce, eliminate or discontinue the provision of Public Transportation services to the Funding Partner immediately upon providing the Funding Partner with written notice of same.

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

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

4. **LYNX Obligations.**

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

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

(b) **Quarterly Reporting.** For the purposes of operations and management analysis, LYNX agrees to provide the Funding Partner quarterly written performance reports reflecting the LYNX operations of the prior quarter. The quarterly reporting periods shall end on December 31, March 31, June 30 and September 30 and said reports shall be submitted to the Funding Partner's Office of Management and Budget and Growth Management Departments

within forty-five (45) days after the end of each quarter. Each quarterly report will include the following items:

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

(vii) Any other information the Funding Partner reasonably requests.

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

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

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

7. **Termination of Agreement.**

(a) **For Cause.** If LYNX or the Funding Partner (the "**Breaching Party**") fails to fulfill any material covenant, term or condition of this Agreement, the other party (the "**Non-Breaching Party**") shall give the Breaching Party written notice of such failure or violation. If such failure or violation is not cured within thirty (30) days from the date on which the Breaching Party receives such notice, the Non-Breaching Party may terminate this Agreement, which shall be effective upon thirty (30) days following the Breaching Party's receipt of a written notice from the Non-Breaching Party to that effect or such later date as specified in the notice.

(b) **For Convenience.** Either LYNX or the Funding Partner may terminate this Agreement at any time upon giving notice to that effect. Such termination shall be effective upon thirty (30) days receipt of written notice of termination from the party desiring to terminate this Agreement or such later date as specified in the notice.

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

9. **Public Records Act.** In accordance with Chapter 119 of the Florida Statutes (Public Records Law), any "public record" created or received by the Funding Partner, including reports, specifications, drawings, maps, and tables, must be made for inspection, and upon

request and payment, copying, unless such public record falls within an exception or exemption to the Public Records Act and each page is clearly and conspicuously marked as such.

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

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

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

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

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

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

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

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

As to Funding Partner: City of Orlando
Transportation Planning Bureau
400 South Orange Avenue, P.O. Box 44990
Orlando, Florida 32802-4990
Attn: Director of Transportation

With copy to: City of Orlando
400 South Orange Avenue
Orlando, Florida 32801
Attn: City Attorney's Office

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

With copy to: Central Florida Regional Transportation Authority
455 North Garland Avenue
Orlando, Florida 32801-1518
Attn: Blanche W. Sherman, Director of Finance

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

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

19. **Effective Date.** The effective date of this Agreement shall be as of the date first set forth above. Unless terminated earlier in accordance with Section 7 of this Agreement, this Agreement will terminate on September 30, 2014, except for the provisions of this Agreement which by their terms survive the termination of this Agreement.

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

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

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

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

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

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

[Signatures appear on following page]

SIGNATURE PAGE FOR FUNDING PARTNER

FUNDING PARTNER:

CITY OF ORLANDO

By: _____

Date: _____

ATTEST:

By: _____
Deputy Clerk

SIGNATURE PAGE FOR LYNX

**CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY**

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

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this _____ day of _____, 2013, by _____, and s/he acknowledged before me that s/he executed the foregoing instrument on behalf of CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY as its true act and deed, and that s/he was authorized to do so.

Name:
Notary Public
Serial Number:
Commission Expires:
STATE OF FLORIDA
COUNTY OF ORANGE

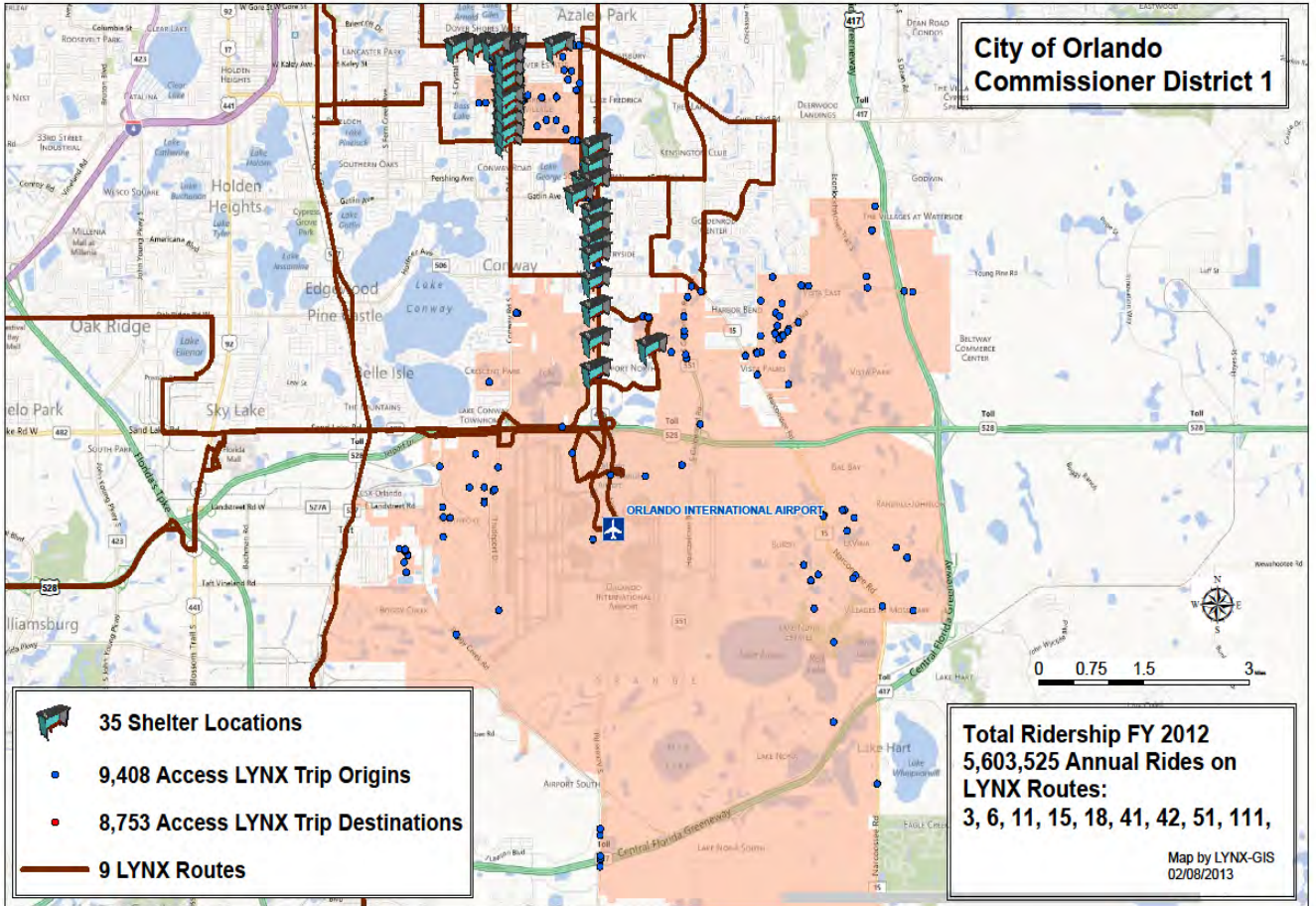
This Agreement is approved as to form for reliance only by LYNX and for no other person and for no other purpose.

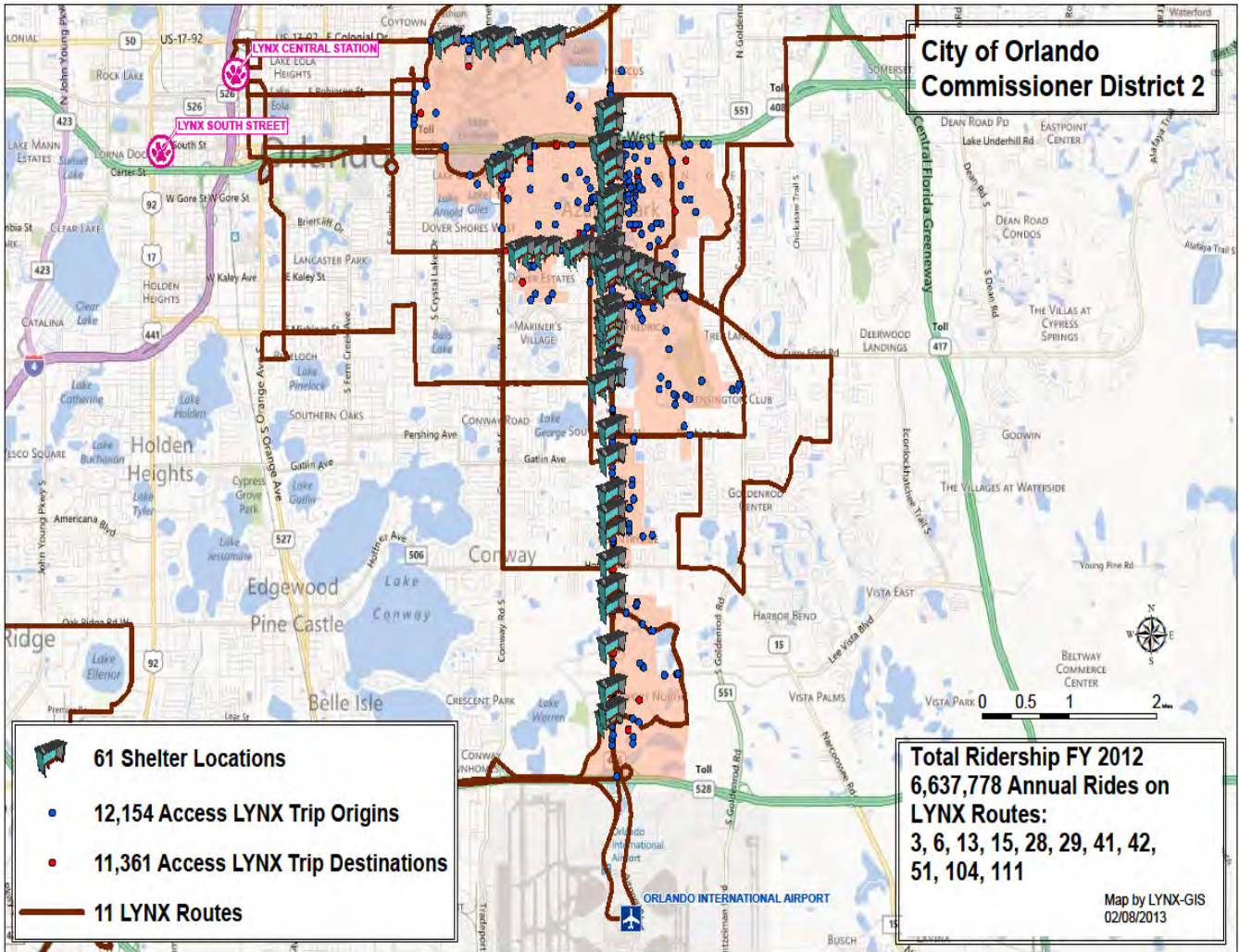
Akerman Senterfitt, Counsel for LYNX

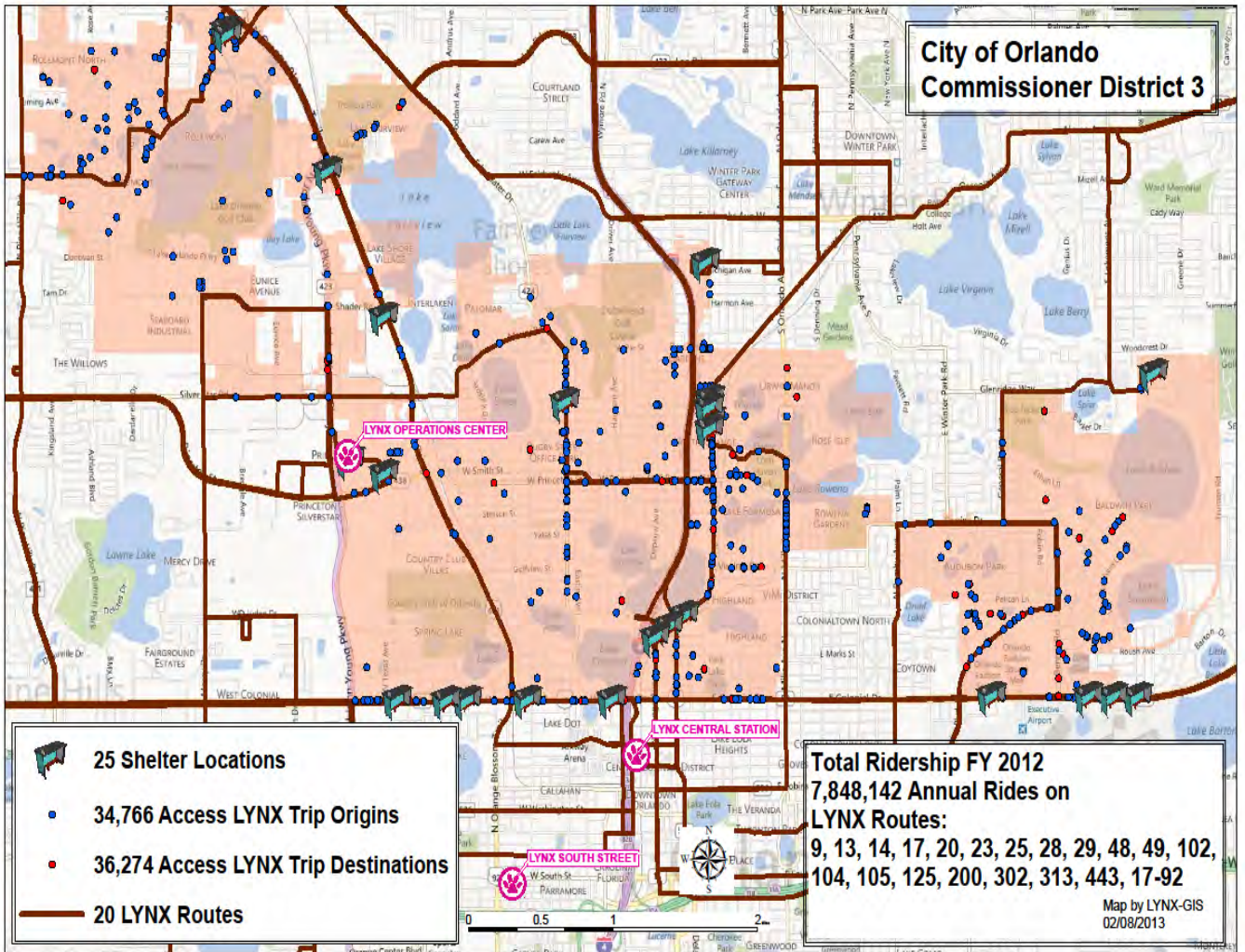
By: _____
Patrick T. Christiansen, Esq.

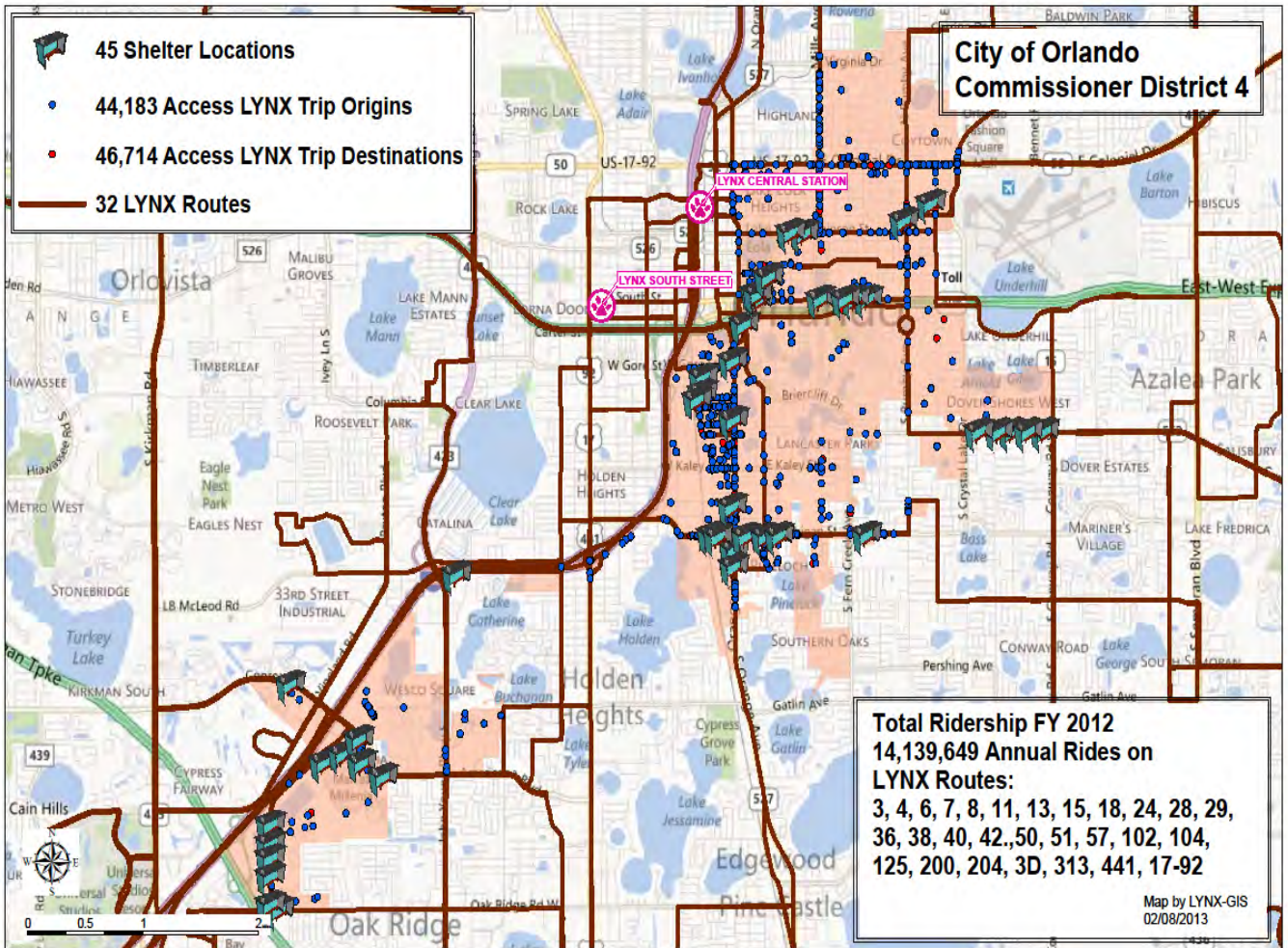
Exhibit "A"

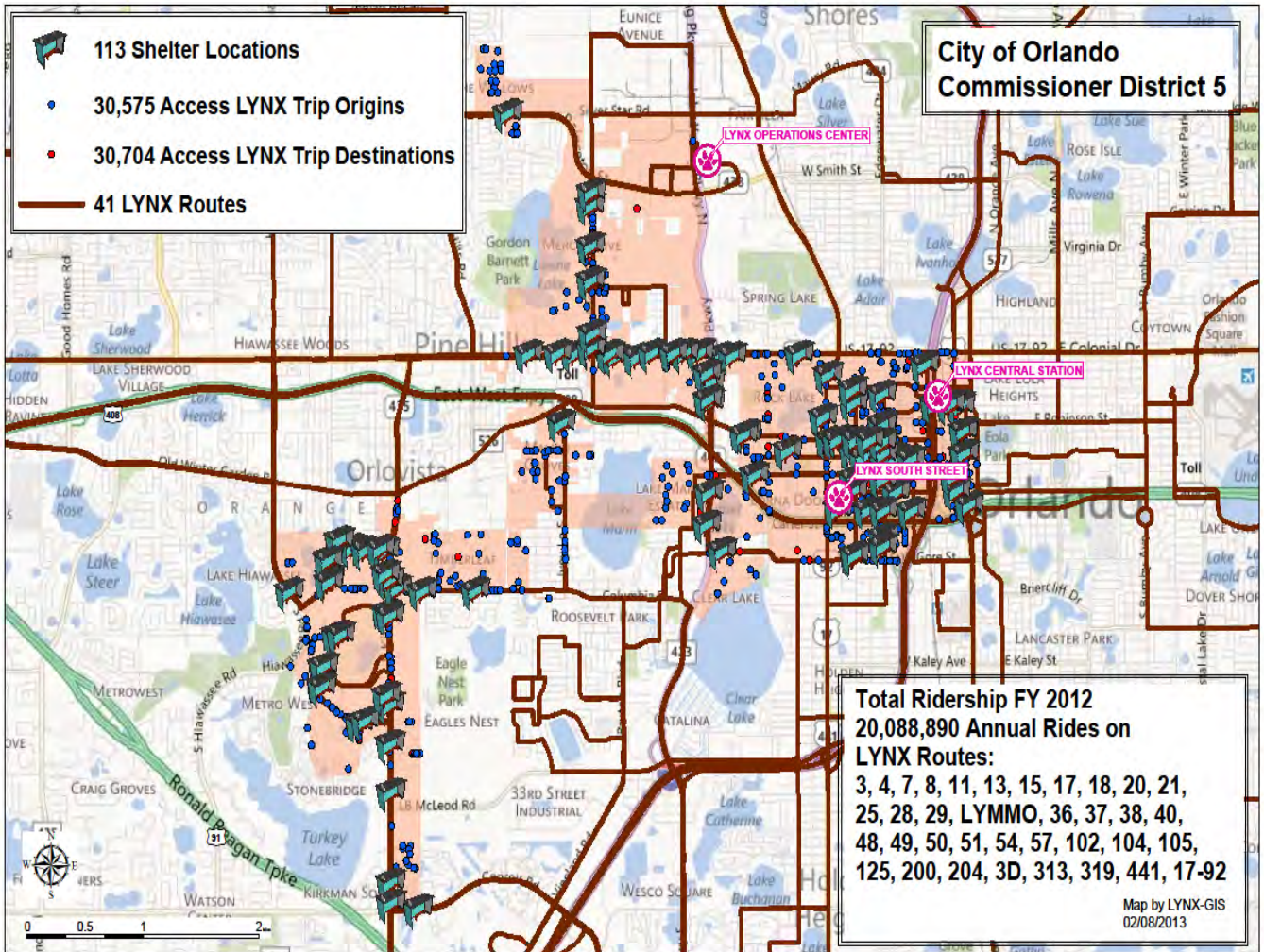
DESCRIPTION OF SERVICE AREA

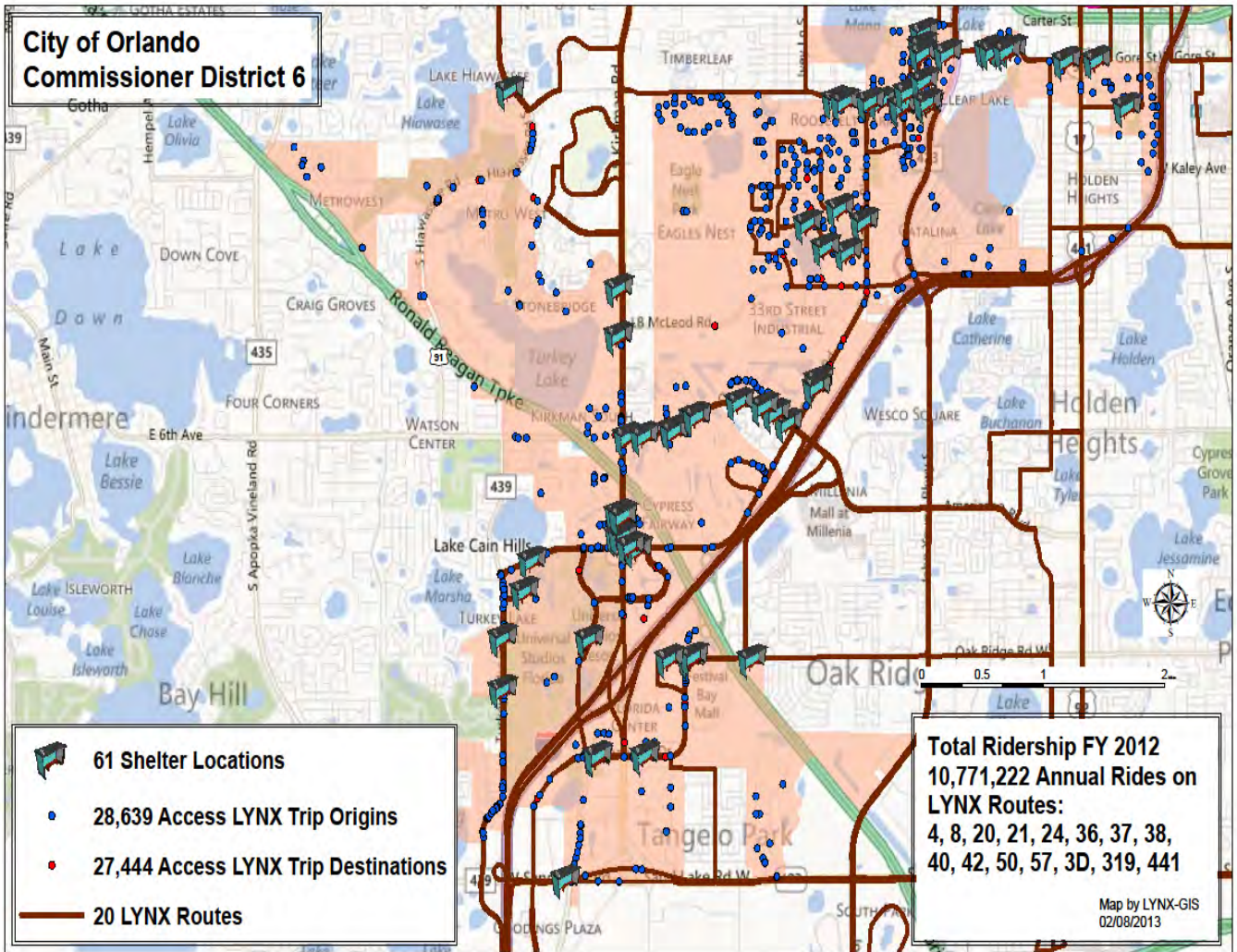












ADDENDUM TO AGREEMENT

25. The Funding Partner agrees to appropriate up to a maximum of three million eight hundred fourteen thousand seven hundred nine-seven dollars and zero cents (\$3,814,797) to LYNX for fiscal year 2013-2014 for the provision of public transportation services within Seminole County in accordance with this Agreement and to be allocated as follows:

(a) The base operating expenditures funding of \$3,814,797 shall be for fixed route bus service, Access LYNX, and other existing services.

(b) The \$3,814,797 shall be paid by the Funding Partner to LYNX in four (4) equal quarterly installments by Funding Partner's designated representative and shall be due on the first of each quarter beginning in October 2013, and payable no later than thirty (30) days after the due date. The first such payment under this Agreement shall be made no sooner than October 1, 2013 or the execution date of this Agreement. Notwithstanding the foregoing, in the event LYNX fails to submit the required quarterly reports or fails to comply with any material terms of this Agreement, the Funding Partner reserves the right to withhold the monthly payment pursuant to Section 3, of this Agreement.

26. The LYMMO services will be invoices in accordance with the terms set forth in a separate interlocal agreement between the City of Orlando and LYNX.

SERVICE FUNDING AGREEMENT

**by and between
CITY OF SANFORD, FLORIDA
and
LYNX**

THIS SERVICE FUNDING AGREEMENT (“Agreement”) is made and entered into as of October 1, 2013, by and between **City of Sanford, Florida**, a charter city and political subdivision of the State of Florida, whose principal address is 300 N. Park Avenue, Sanford, Florida 32771 (hereinafter the “**Funding Partner**”), and the **CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY**, a body politic and corporate created pursuant to Part II, Chapter 343, Florida Statutes, whose principal address is 455 North Garland Avenue, Orlando, Florida 32801 (hereinafter “**LYNX**”).

WITNESSETH

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

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

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

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

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

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

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

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

WHEREAS, the Funding Partner and LYNX entered into a Funding Agreement, dated as of January 22, 2013 (the “**Prior Fiscal Year Funding Agreement**”) pursuant to which the Funding Partner agreed to appropriate funds to LYNX for fiscal year 2013 (October 1, 2012 -

September 30, 2013) to support LYNX Public Transportation services within the Service Area (as hereinafter defined); and

WHEREAS, the term of the Prior Fiscal Year Funding Agreement ended on September 30, 2013; and

WHEREAS, the Funding Partner has budgeted funds for the fiscal year beginning on October 1, 2013 and ending on September 30, 2014 (“**Fiscal Year**”) to support LYNX’s Public Transportation services for such fiscal year; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“Service Area” means generally the unincorporated area of the Funding Partner.

3. **Funding Partner Obligations.**

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

(b) The Appropriated Amount shall be paid by the Funding Partner to LYNX in twelve (12) equal monthly installments, with each installment being due on the first day of each month. The first installment payment shall be due upon the later of (x) October 1, 2013 or (y) the execution date of this Agreement.

(c) If, prior to the termination date of this Agreement (as set forth in Section 19 below), the Funding Partner and LYNX fail to reach a written agreement setting forth an appropriation to LYNX for the next Fiscal Year, then, notwithstanding the termination of this Agreement, the Funding Partner shall continue to pay LYNX the monthly installment amounts due pursuant to Section 3(a) (the **“Post-Termination Payment”**) on the first day of each month until the earliest to occur of the following: (i) LYNX and the Funding Partner reach a written agreement setting forth an appropriation for the next Fiscal Year; (ii) ninety (90) days following that date that the Funding Partner, through action taken by its governing board, notifies LYNX in writing that it wishes to terminate this Agreement and no longer receive from LYNX the Public Transportation services provided herein; or (iii) the date that LYNX actually discontinues the Public Transportation services to the Funding Partner. If so elected by LYNX, the Post-Termination Payment shall be adjusted to reflect the increase or decrease, as the case may

be, in the hourly rate that the LYNX governing board approves for the next Fiscal Year, at such time as the LYNX governing board approves such new hourly rate. If LYNX and the Funding Partner fail to reach an agreement setting forth an appropriation for the next Fiscal Year by December 31, 2013, then LYNX may, within its discretion, reduce, eliminate or discontinue the provision of Public Transportation services to the Funding Partner immediately upon providing the Funding Partner with written notice of same.

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

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

4. **LYNX Obligations.**

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

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

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

- (i) Maps and schedules for each route operating in the Service Area.

(ii) Official LYNX monthly ridership reports showing a breakdown of actual aggregate ridership by mode (i.e., Fixed-Route Service, LYMMO, Access LYNX, Van Plan and special shuttles).

(iii) An operational service characteristics report for current services provided, which would include (1) revenue hours, (2) revenue miles, and (3) unlinked passenger trips.

(iv) A comparison of actual revenue and expenditures to budgeted revenues and expenditures with explanations for variances that exceed \$50,000.

(v) A route performance report, which reports and ranks each route which is located in the County for the Funding Partner, monthly based on the following:

(A) Subsidy per Passenger Trip

(B) Passengers per trip

(C) Passengers per Revenue Hour

(D) Passengers per Revenue Mile

(E) Percent farebox return (i.e., percent of Operating Expenses recovered through farebox).

(vi) Current and contemporaneous versions of the LYNX regional model, which is the model used by LYNX to apportion total Operating Expenses, less adjustments, to the Funding Partners based on Fixed-Route Service hours, ADA client trips, and flex-service hours in their service area.

(A) A comparison of scheduled versus actual Revenue Miles.

(B) A comparison of scheduled versus actual Revenue Hours.

(C) A schedule of unanticipated extraordinary expenses for the prior quarter.

(D) A list of changes to authorized staffing.

(E) A schedule of total training and travel expenditures for each LYNX board member and employee for the immediately preceding quarter. This schedule should specify the training event name, attendee name(s), date(s) of travel and/or training, event location, and total expenses of each trip.

(vii) Any other information the Funding Partner reasonably requests.

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

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

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

7. **Termination of Agreement.**

(a) **For Cause.** If LYNX or the Funding Partner (the "**Breaching Party**") fails to fulfill any material covenant, term or condition of this Agreement, the other party (the "**Non-Breaching Party**") shall give the Breaching Party written notice of such failure or violation. If such failure or violation is not cured within thirty (30) days from the date on which the Breaching Party receives such notice, the Non-Breaching Party may terminate this Agreement, which shall be effective upon thirty (30) days following the Breaching Party's receipt of a written notice from the Non-Breaching Party to that effect or such later date as specified in the notice.

(b) **For Convenience.** Either LYNX or the Funding Partner may terminate this Agreement at any time upon giving notice to that effect. Such termination shall be effective upon thirty (30) days receipt of written notice of termination from the party desiring to terminate this Agreement or such later date as specified in the notice.

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

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

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

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

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

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

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

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

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

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

As to Funding Partner: City of Sanford
300 N. Park Avenue
Sanford, FL 32772
Attention: Norton N. Bonaparte, Jr., City Manager

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

With copy to: Central Florida Regional Transportation Authority
455 North Garland Avenue
Orlando, Florida 32801-1518
Attn: Blanche W. Sherman, Director of Finance

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

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

19. **Effective Date.** The effective date of this Agreement shall be as of the date first set forth above. Unless terminated earlier in accordance with Section 7 of this Agreement, this Agreement will terminate on September 30, 2014, except for the provisions of this Agreement which by their terms survive the termination of this Agreement.

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

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

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

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

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

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

[Signatures appear on following page]

SIGNATURE PAGE FOR FUNDING PARTNER

FUNDING PARTNER:

CITY OF SANFORD

By: _____
Jeff Triplett, Mayor

Date: _____

ATTEST:

By: _____
Deputy Clerk

SIGNATURE PAGE FOR LYNX

CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY

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

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this _____ day of _____, 2013, by _____, and s/he acknowledged before me that s/he executed the foregoing instrument on behalf of CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY as its true act and deed, and that s/he was authorized to do so.

Name:
Notary Public
Serial Number:
Commission Expires:
STATE OF FLORIDA
COUNTY OF ORANGE

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

Akerman Senterfitt, Counsel for LYNX

By: _____
Patrick T. Christiansen, Esq.

Exhibit "A"

Description of APPROPRIATED AMOUNT

October through September	\$ 93,000
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Exhibit A City of Sanford Transit Service Costs For FY2014	
Total City Transit Service Cost	\$ 93,000

FY2014 Billing Schedule:	
October 2013	\$ 7,750
November 2013	\$ 7,750
December 2013	\$ 7,750
January 2014	\$ 7,750
February 2014	\$ 7,750
March 2014	\$ 7,750
April 2014	\$ 7,750
May 2014	\$ 7,750
June 2014	\$ 7,750
July 2014	\$ 7,750
August 2014	\$ 7,750
September 2014	\$ 7,750
Annual Funding Request from City	\$ 93,000

Exhibit "B"

DESCRIPTION OF SERVICES

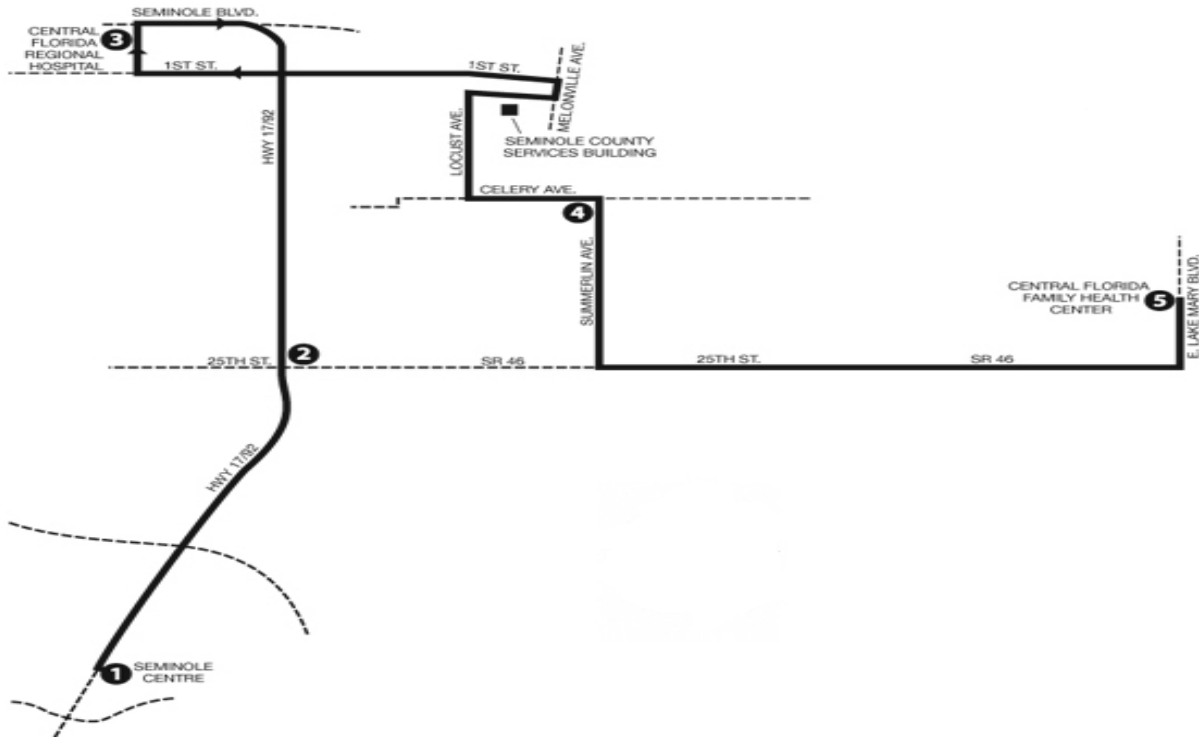
LINK 34 Sanford/Goldsboro

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



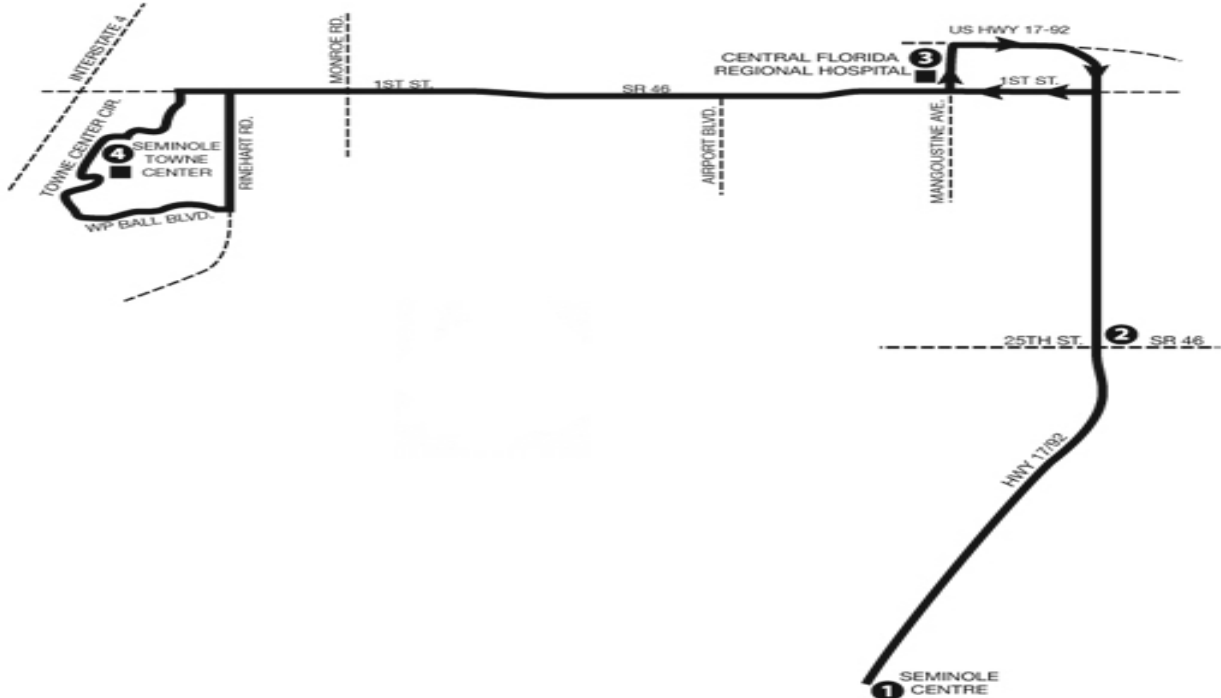
LINK 46 East Seminole Centre/Downtown Sanford

Serving: Downtown Sanford, Central Florida Regional Hospital, Seminole County Services Building, Central Florida Family Health Center, and Seminole Centre



LINK 46 West w. SR 46/Seminole Towne Center

Serving: Seminole Towne Center, Walmart Rinehart Rd, Super Target Rinehart Rd, Central Florida Regional Hospital, Downtown Sanford and Seminole Centre



LINK 103 North 17/92, Sanford

Serving: Jai Alai, Seminole County Courthouse, FleaWorld, Seminole Centre Walmart, and Seminole State College



ADDENDUM TO AGREEMENT

25. The Funding Partner, on _____, adopted a Comprehensive Policy Plan (the "**CPP**"), which calls for specific level of service improvements in public transportation; and

26. The Funding Partner agrees to appropriate up to a maximum of ninety-three thousand dollars and zero cents (\$93,000) to LYNX for fiscal year 2014 for the provision of public transportation services within the Service Agreement in accordance with this Agreement and to be allocated as follows:

(a) The base operating expenditures funding of \$93,000 shall be for fixed-route bus service, Access LYNX, and other existing services.

(b) The \$93,000 shall be paid by the Funding Partner to LYNX in twelve (12) equal monthly installments by Funding Partner's designated representative and shall be due on the first of each month beginning in October 2013, and payable no later than thirty (30) days after the due date. The first such payment under this Agreement shall be made no sooner than October 1, 2013 or the execution date of this Agreement. Notwithstanding the foregoing, in the event LYNX fails to submit the required quarterly reports or fails to comply with any material terms of this Agreement, the Funding Partner reserves the right to withhold the monthly payment pursuant to Section 3, of this Agreement.

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

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

WITNESSETH

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

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

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

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

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

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

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

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

WHEREAS, the Funding Partner and LYNX entered into an Interlocal Agreement for Public Transit Services dated as of November 27, 2012 (the “**Prior Fiscal Year Funding**”

Agreement”) pursuant to which the Funding Partner agreed to appropriate funds to LYNX for fiscal year from October 1, 2012 to September 30, 2013 to support LYNX Public Transportation services within the Service Area (as hereinafter defined); and

WHEREAS, the term of the Prior Fiscal Year Funding Agreement ended on September 30, 2013; and

WHEREAS, the Funding Partner has budgeted funds for the fiscal year beginning on October 1, 2013 and ending on September 30, 2014 (“**Fiscal Year**”) to support LYNX’s Public Transportation services for such fiscal year; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“**Next Fiscal Year**” means the twelve (12) month period immediately following the Current Fiscal Year, and is the period commencing October 1, 2014 and ending the following September 30, 2015.

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

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

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

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

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

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

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

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

3. **Funding Partner Obligations.**

(a) **Current Fiscal Year.**

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

(ii) The Appropriated Amount shall be paid by the Funding Partner to LYNX in twelve (12) equal monthly installments, with each installment being due on the first day of each month. The first installment payment shall be due upon the later of (x) October 1, 2013 or (y) thirty (30) days after the execution date of this Agreement; and any other installment payments which would be due prior to the execution date of this Agreement shall also be paid within thirty (30) days after the execution date of this Agreement.

(b) **Next Fiscal Year.**

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

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

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

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

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

under clause (iv)), shall be paid in equal monthly installments (the “**Post-Termination Payment**”) due on the first day of each month commencing October 1, 2014 until the earliest to occur of the following: (i) LYNX and the Funding Partner reach a written agreement setting forth a different appropriation for the Next Fiscal Year; (ii) one hundred twenty (120) days following that date that the Funding Partner, through action taken by its governing board, notifies LYNX in writing that it wishes to terminate this Agreement and no longer receive from LYNX the Public Transportation services provided herein; or (iii) the date that LYNX actually discontinues the Public Transportation services to the Funding Partner.

(c) The procedure set forth in subparagraph 3(b) will continue until such time as the Funding Partner and LYNX have executed a new form of funding agreement for the Current Fiscal Year, at which time this Agreement and specifically the provisions of this subparagraph 3(b) will no longer be applicable. If LYNX and the Funding Partner fail to reach and execute such a new funding agreement setting forth an appropriation for the Next Fiscal Year by December 31, 2014, then LYNX may, within its discretion, reduce, eliminate or discontinue the provision of Public Transportation services to the Funding Partner immediately upon providing the Funding Partner with written notice of same. If, as a result of subparagraph 3(b), the Funding Partner makes any payments to LYNX for the Next Fiscal Year, then, in that event, the parties will reconcile the difference between the amount that was paid and the amount that has been agreed upon for the Next Fiscal Year in the first month following the execution of the written agreement setting forth an appropriation for the Next Fiscal Year.

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

4. **LYNX Obligations.**

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

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

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

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

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

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

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

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

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

7. **Termination of Agreement.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

With copy to: Orange County Office of Regional Mobility
P.O. Box 1393
Orlando, Florida 32802-1393
Attn: Director, Office of Regional Mobility

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

With copy to: Central Florida Regional Transportation Authority
455 North Garland Avenue
Orlando, Florida 32801-1518
Attn: Blanche W. Sherman, Director of Finance

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

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

20. **Effective Date.** The effective date of this Agreement shall be the date of its execution by the last party to execute this Agreement. Unless terminated earlier in accordance with Paragraph 7 of this Agreement, this Agreement will terminate on September 30, 2014, except for the provisions of this Agreement which by their terms survive the termination of this Agreement and is effective.

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

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

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

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

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

[Signatures appear on following page]

SIGNATURE PAGE FOR FUNDING PARTNER

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

FUNDING PARTNER:

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

By: _____
Deputy Clerk

By: _____
Teresa Jacobs, County Mayor

Date: _____

SIGNATURE PAGE FOR LYNX

**CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY**

By: _____

John M. Lewis, Jr.,
Chief Executive Officer

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

Date: _____

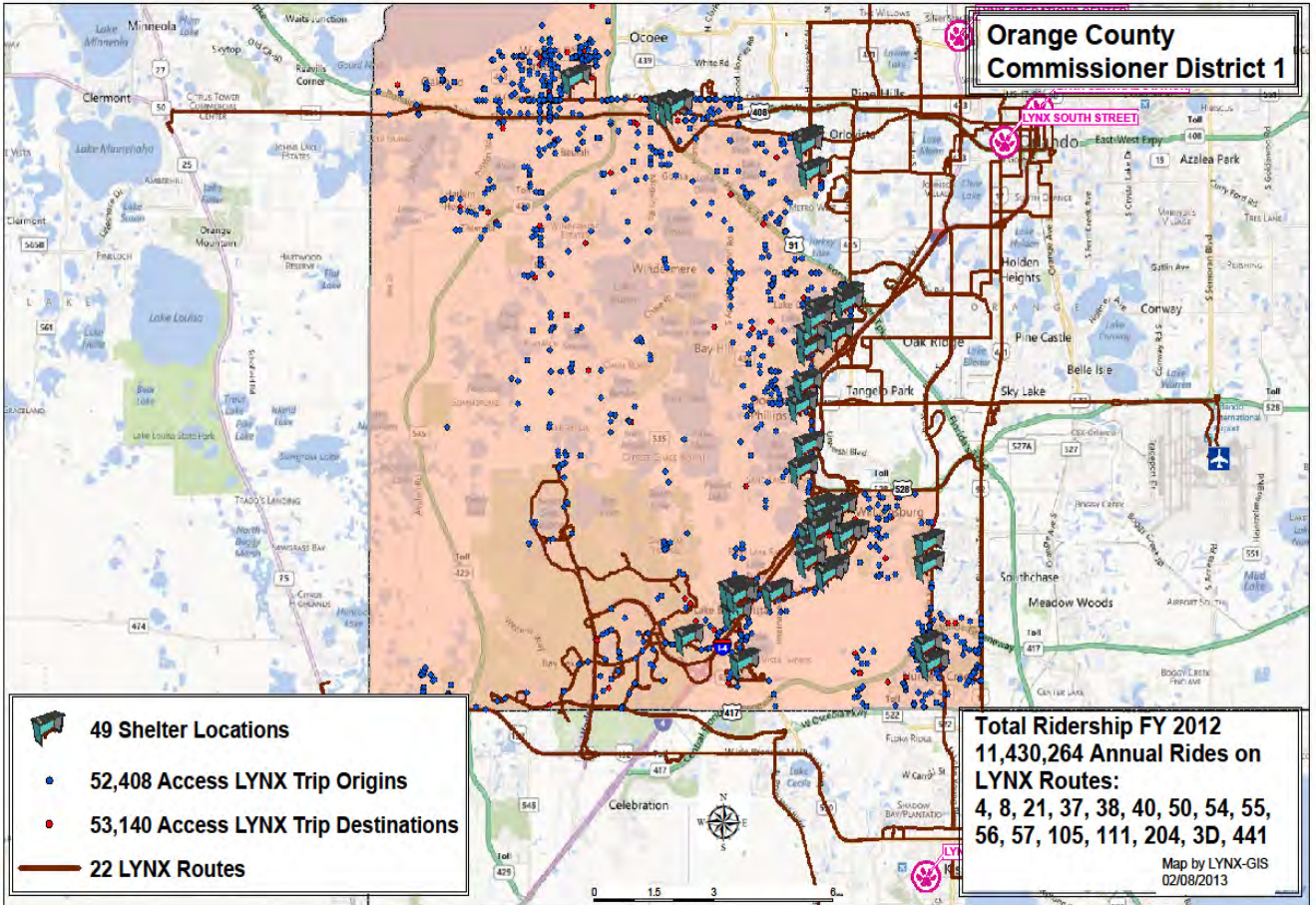
AKERMAN SENTERFITT,
Counsel for LYNX

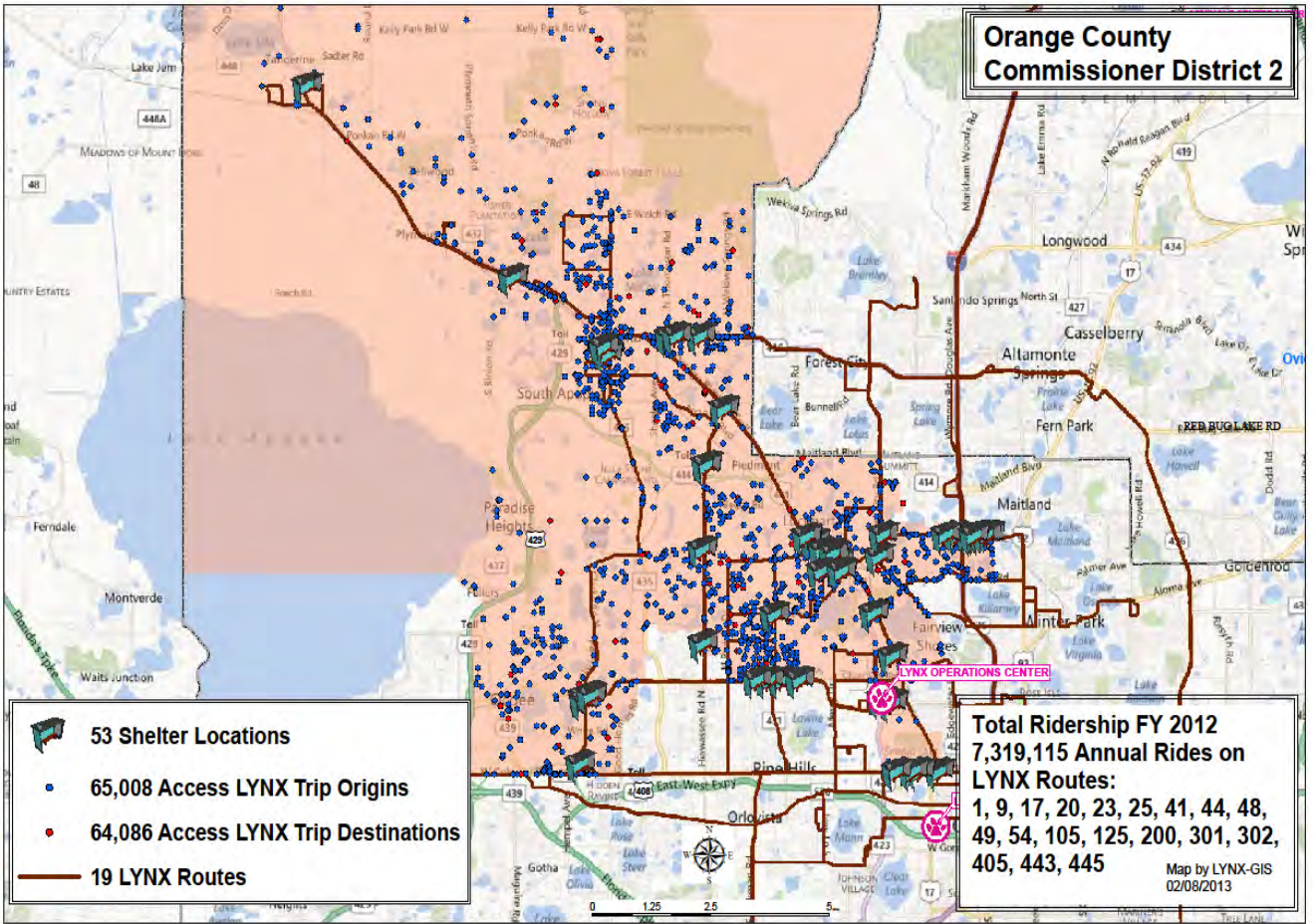
By: _____

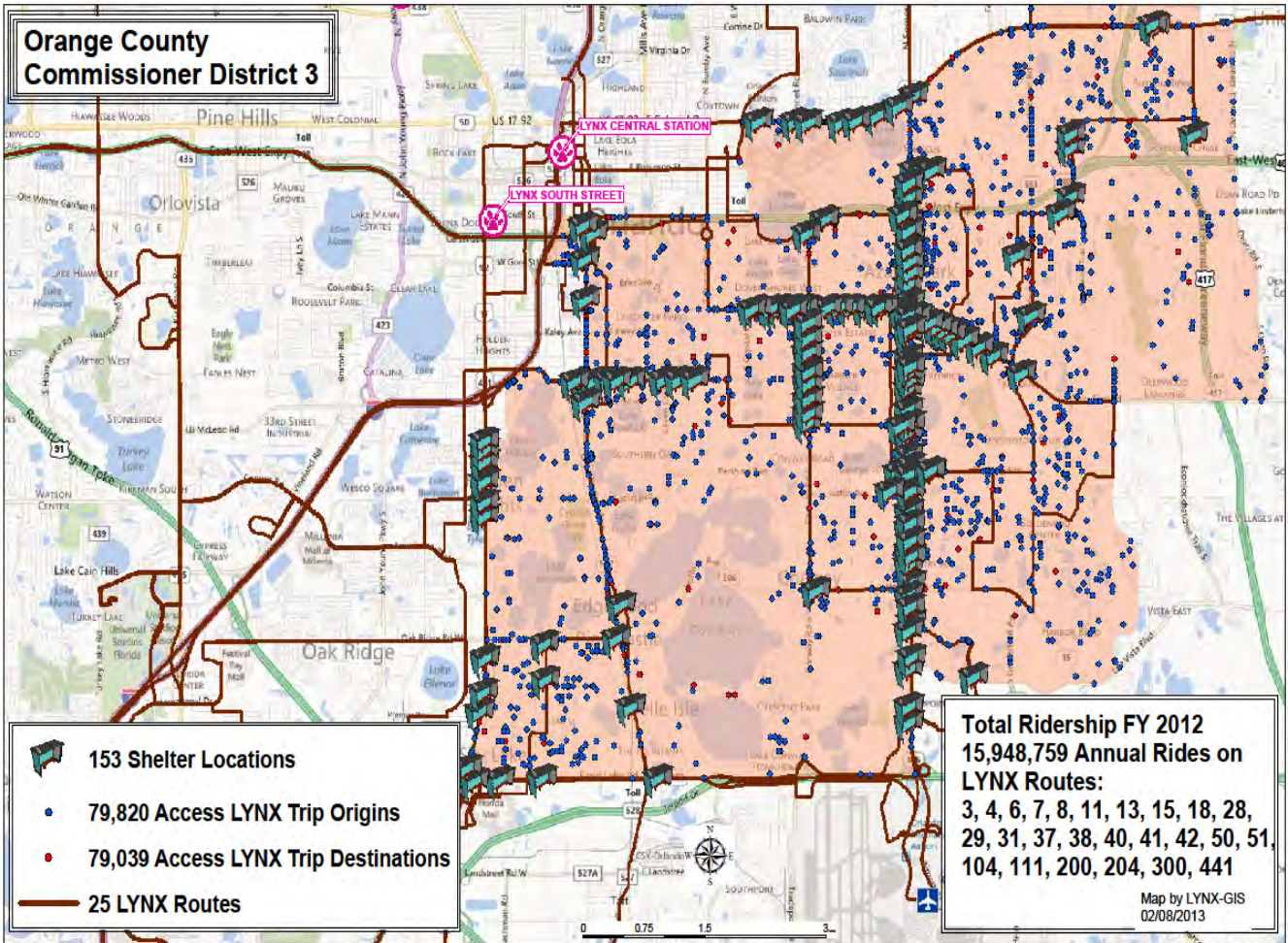
Patrick T. Christiansen, Esq.

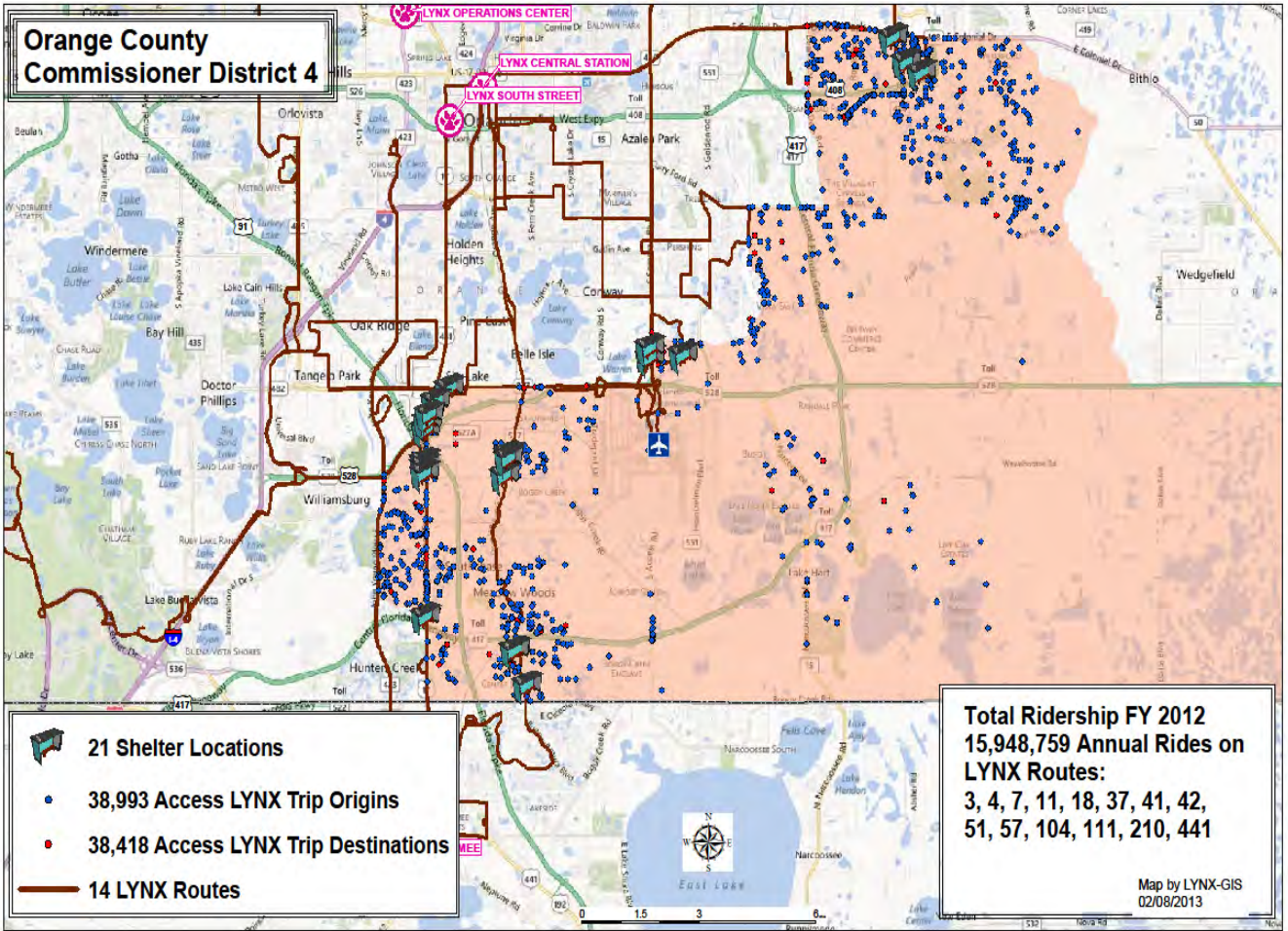
Exhibit "A"

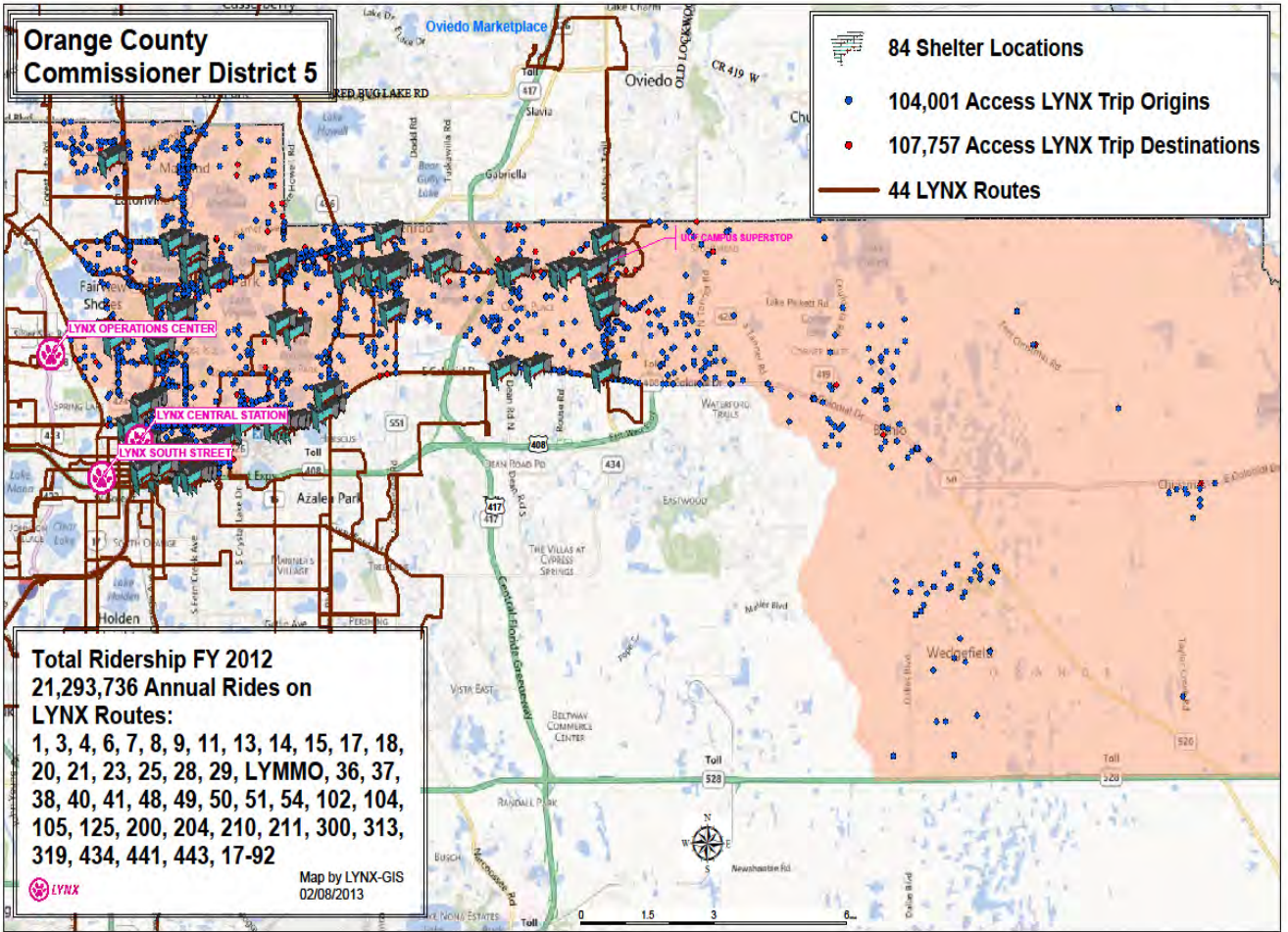
DESCRIPTION OF SERVICE AREA











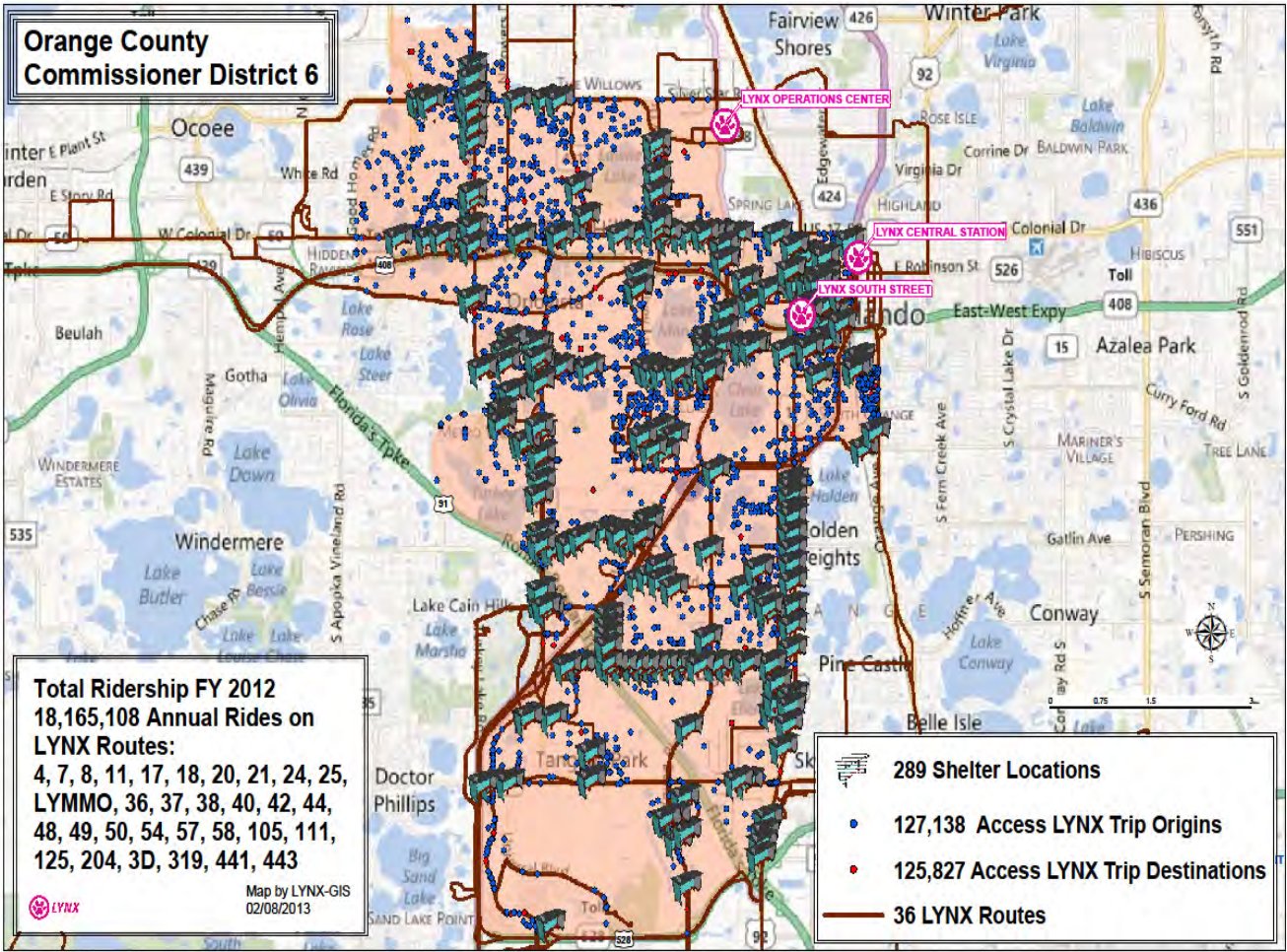


Exhibit "B"

DESCRIPTION OF APPROPRIATED AMOUNT

October 2013 - September 2014 \$37,587,018

FY2014 Billing Schedule:	
October 2013	\$ 3,132,251
November 2013	\$ 3,132,251
December 2013	\$ 3,132,251
January 2014	\$ 3,132,251
February 2014	\$ 3,132,251
March 2014	\$ 3,132,251
April 2014	\$ 3,132,251
May 2014	\$ 3,132,251
June 2014	\$ 3,132,251
July 2014	\$ 3,132,251
August 2014	\$ 3,132,251
September 2014	\$ 3,132,257
Annual Funding Request from County	\$37,587,018

ADDENDUM TO AGREEMENT

25. The Funding Partner agrees to appropriate thirty-seven million five hundred eighty-seven thousand eighteen dollars and zero cents (\$37,587,018) to LYNX for fiscal year 2013-2014 for the provision of public transportation services within Orange County in accordance with this Agreement and to be allocated as follows:

(a) The base operating expenditures funding of \$37,587,018 shall be for fixed route bus service, Access LYNX, and other agreed upon services, including, but not limited to:

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

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

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

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

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

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

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

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

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

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

THIS SERVICE FUNDING AGREEMENT (“**Agreement**”) is made and entered into by and between **OSCEOLA COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida, whose principal address is 1 Courthouse Square, Kissimmee, Florida 34741 (hereinafter the “**Funding Partner**” or “**County**”), and the **CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY**, a body politic and corporate created pursuant to Part II, Chapter 343, Florida Statutes, whose principal address is 455 North Garland Avenue, Orlando, Florida 32801 (hereinafter “**LYNX**”).

WITNESSETH

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

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

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

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

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

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

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

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

WHEREAS, the Funding Partner and LYNX entered into an Interlocal Agreement for Public Transit Services dated as of November 20, 2012 (the “**Prior Fiscal Year Funding Agreement**”) pursuant to which the Funding Partner agreed to appropriate funds to LYNX for

fiscal year from October 1, 2012 to September 30, 2013 to support LYNX Public Transportation services within the Service Area (as hereinafter defined); and

WHEREAS, the term of the Prior Fiscal Year Funding Agreement ended on September 30, 2013; and

WHEREAS, the Funding Partner has budgeted funds for the fiscal year beginning on October 1, 2013 and ending on September 30, 2014 (“**Fiscal Year**”) to support LYNX’s Public Transportation services for such fiscal year; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“**Next Fiscal Year**” means the twelve (12) month period immediately following the Current Fiscal Year, and is the period commencing October 1, 2014 and ending the following September 30, 2015.

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

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

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

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

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

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

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

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

2. **Funding Partner Obligations.**

(a) **Current Fiscal Year.**

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

(ii) The Appropriated Amount shall be paid by the Funding Partner to LYNX in twelve (12) equal monthly installments, with each installment being due on the first day of each month. The first installment payment shall be due upon the later of (x) October 1, 2013 or (y) thirty (30) days after the execution date of this Agreement; and any other installment payments which would be due prior to the execution date of this Agreement shall also be paid within thirty (30) days after the execution date of this Agreement.

(b) **Next Fiscal Year.**

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

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

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

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

(v) The amount to be paid under this subparagraph (b) above (whether the New Appropriated Amount under clauses (ii) or (iii) or the Appropriated Amount under clause (iv)), shall be paid in equal monthly installments (the “**Post-Termination Payment**”) due on the first day of each month commencing October 1, 2014 until the earliest to occur of the following: (i) LYNX and the Funding Partner reach a written agreement setting forth a different appropriation for the Next Fiscal Year; (ii) one hundred twenty (120) days following that date that the Funding Partner, through action taken by its governing board, notifies LYNX in writing that it wishes to terminate this Agreement and no longer receive from LYNX the Public Transportation services

provided herein; or (iii) the date that LYNX actually discontinues the Public Transportation services to the Funding Partner.

(c) The procedure set forth in this subparagraph (b) will continue until such time as the Funding Partner and LYNX have executed a new form of funding agreement for the Current Fiscal Year, at which time this Agreement and specifically the provisions of this subparagraph 3(b) will no longer be applicable. If LYNX and the Funding Partner fail to reach and execute such a new funding agreement setting forth an appropriation for the Next Fiscal Year by December 31, 2014, then LYNX may, within its discretion, reduce, eliminate or discontinue the provision of Public Transportation services to the Funding Partner immediately upon providing the Funding Partner with written notice of same. If, as a result of subparagraph 3(b), the Funding Partner makes any payments to LYNX for the Next Fiscal Year, then, in that event, the parties will reconcile the difference between the amount that was paid and the amount that has been agreed to be appropriated for the Next Fiscal Year in the first month following the execution of the written agreement setting forth an appropriation for the Next Fiscal Year.

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

3. **LYNX Obligations.**

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

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

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

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

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

(E) A schedule of total training and travel expenditures for each LYNX board member and employee for the immediately preceding quarter. This schedule should specify the training event name, attendee name(s), date(s) of travel and/or training, event location, and total expenses of each trip.

(vii) Any other information the Funding Partner reasonably requests.

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

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

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

6. **Termination of Agreement.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

As to Funding Partner: Osceola County
1 Courthouse Square, Suite 4700
Kissimmee, Florida 34741
Attn: Don Fisher, County Manager

With copy to: Osceola County
1 Courthouse Square, Suite 4200
Kissimmee, Florida 34741
Attn: County Attorney

With copy to: Osceola County
1 Courthouse Square, Suite 1100
Kissimmee, Florida 34741
Attn: Transportation Planning

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

With copy to: Central Florida Regional Transportation Authority
455 North Garland Avenue
Orlando, Florida 32801-1518
Attn: Blanche W. Sherman, Director of Finance

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

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

19. **Effective Date.** The effective date of this Agreement shall be the date of its execution by the last party to execute this Agreement. Unless terminated earlier in accordance with Paragraph 7 of this Agreement, this Agreement will terminate on September 30, 2014, except for the provisions of this Agreement which by their terms survive the termination of this Agreement and is effective.

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

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

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

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

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

[Signatures appear on following page]

SIGNATURE PAGE FOR FUNDING PARTNER

ATTEST:

By: _____
Clerk to the Board of County
Commissioners of Osceola County,
Florida

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

County Attorney

FUNDING PARTNER:

BOARD OF COUNTY COMMISSIONERS
OF OSCEOLA COUNTY, FLORIDA

By: _____
Don Fisher
County Manager

Date: _____

As authorized for execution by the Board of
County Commissioners at their _____,
2013 regular meeting.

SIGNATURE PAGE FOR LYNX

CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY

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

By: _____

John M. Lewis, Jr.
Chief Executive Officer

Date: _____

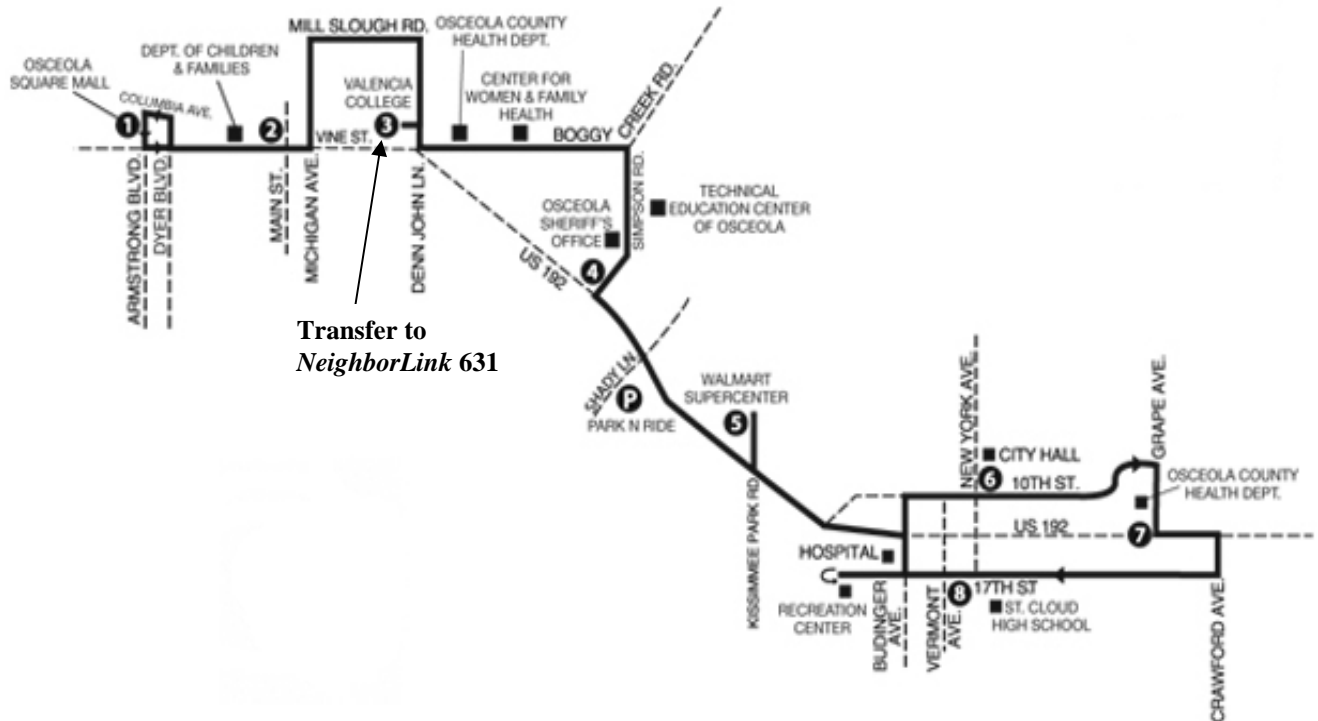
AKERMAN SENTERFITT,
Counsel for LYNX

By: _____

Patrick T. Christiansen, Esq.

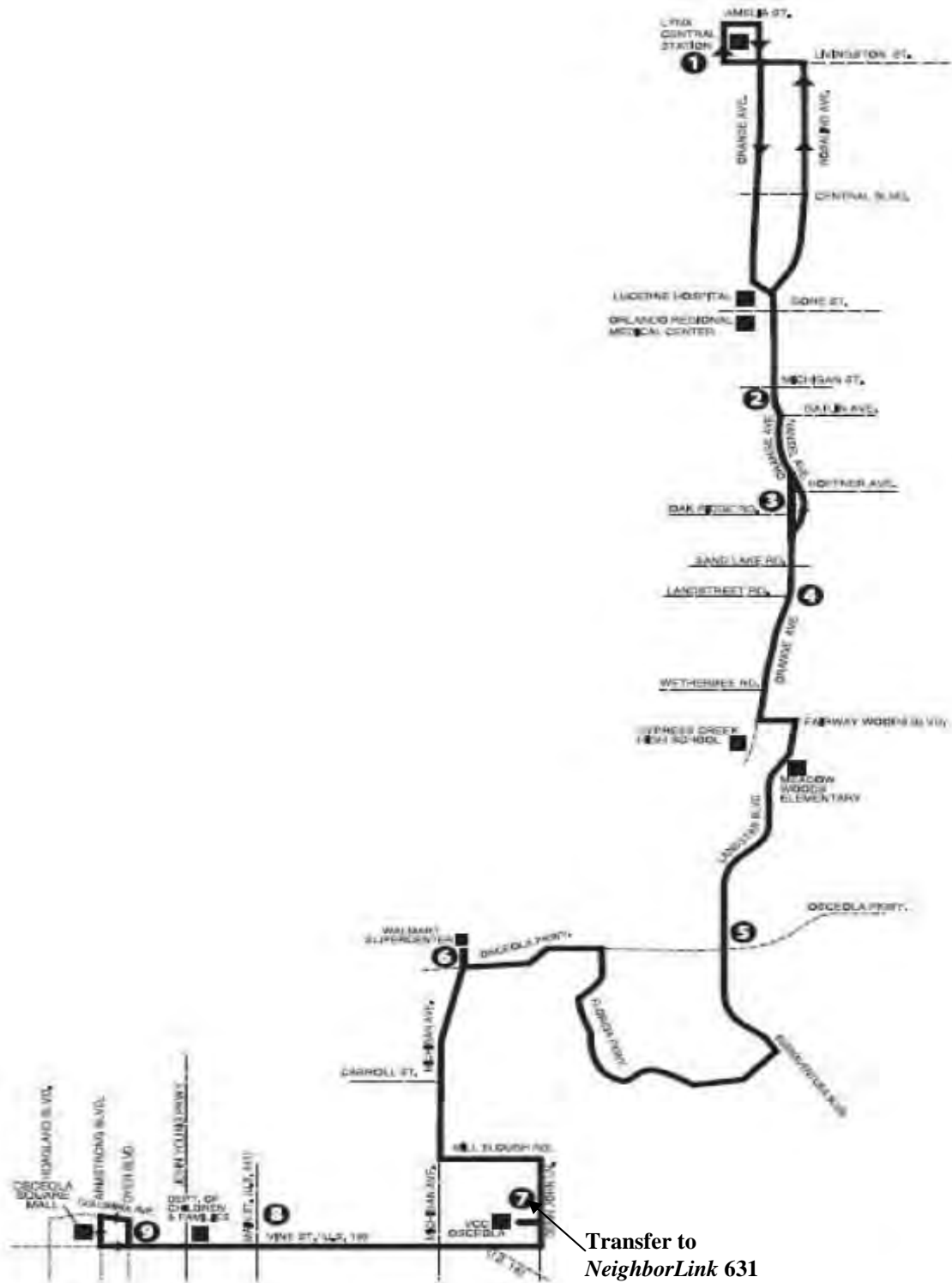
Link 10 E. US 192/St. Cloud

Serving: Osceola Square Mall, Dept. of Children & Families, Mill Creek, Valencia College-Osceola, Osceola County Health Department- Kissimmee, Center for Women & Family Health, Technical Education Center of Osceola, Osceola Sheriff's Office, St. Cloud Walmart Supercenter, St. Cloud City Hall, Osceola County Health Department- St. Cloud, St. Cloud High School, Orlando Health- St. Cloud, St. Cloud Recreation Center, and NeighborLink 631



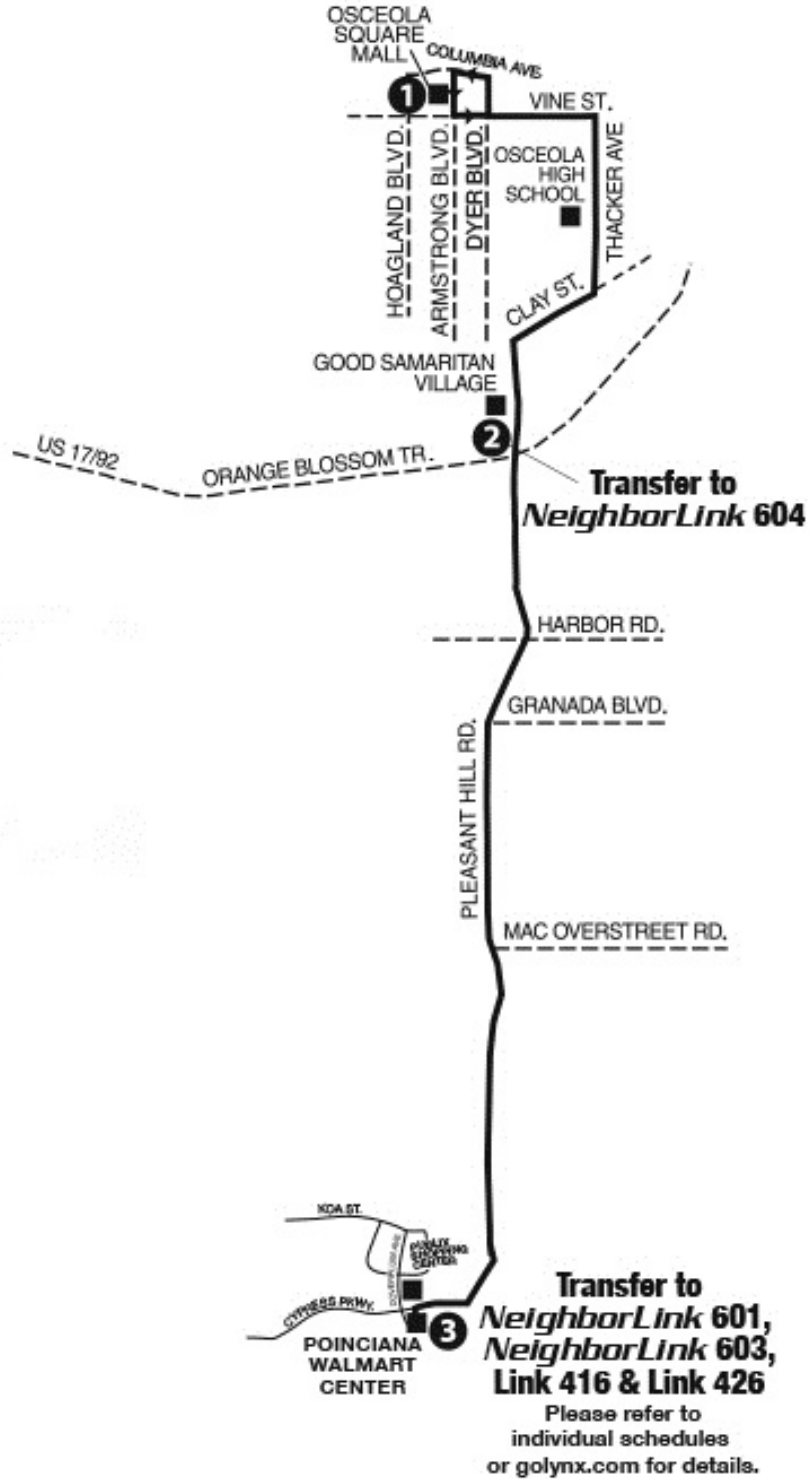
Link 18 S. Orange Ave./Kissimmee

Serving: LYNX Central Station, NeighborLink 631, Lucerne Hospital, Orlando Regional Medical Center, Pine Castle, Taft, Meadow Woods, Cypress Creek High School, Valencia College Osceola, Vine Street, and Osceola Square Mall



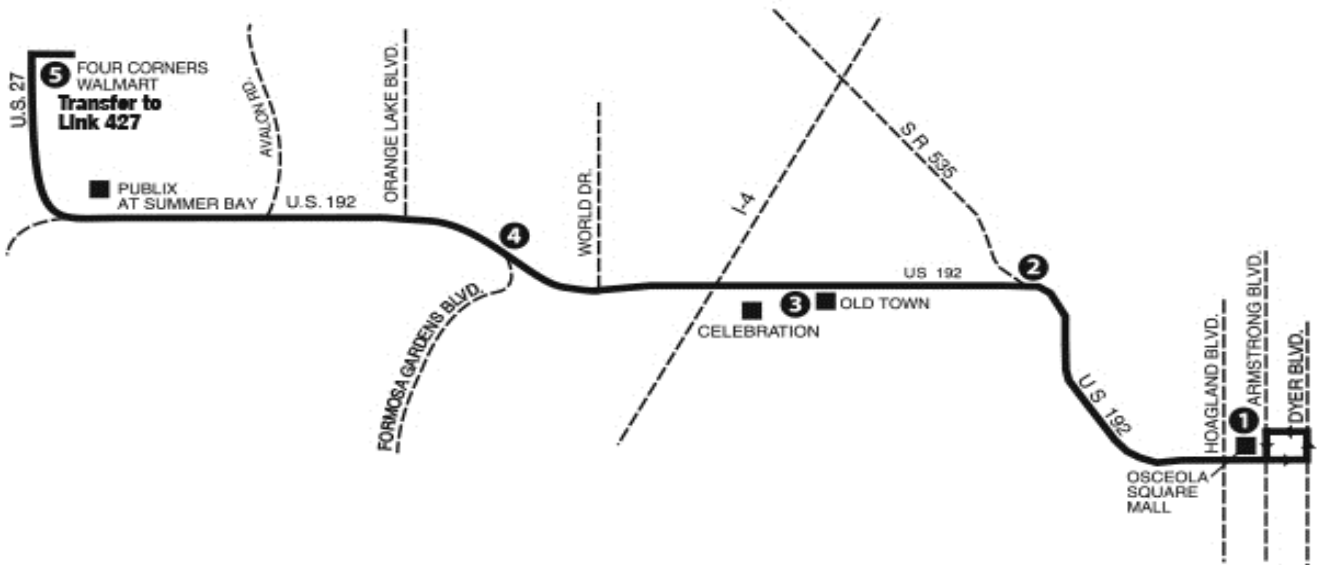
Link 26 Pleasant Hill Rd./Poinciana

Serving: Osceola Square Mall, Kissimmee, Thacker Ave., Osceola High School, Good Samaritan Village, NeighborLink 601, NeighborLink 603, NeighborLink 604 and Walmart Poinciana



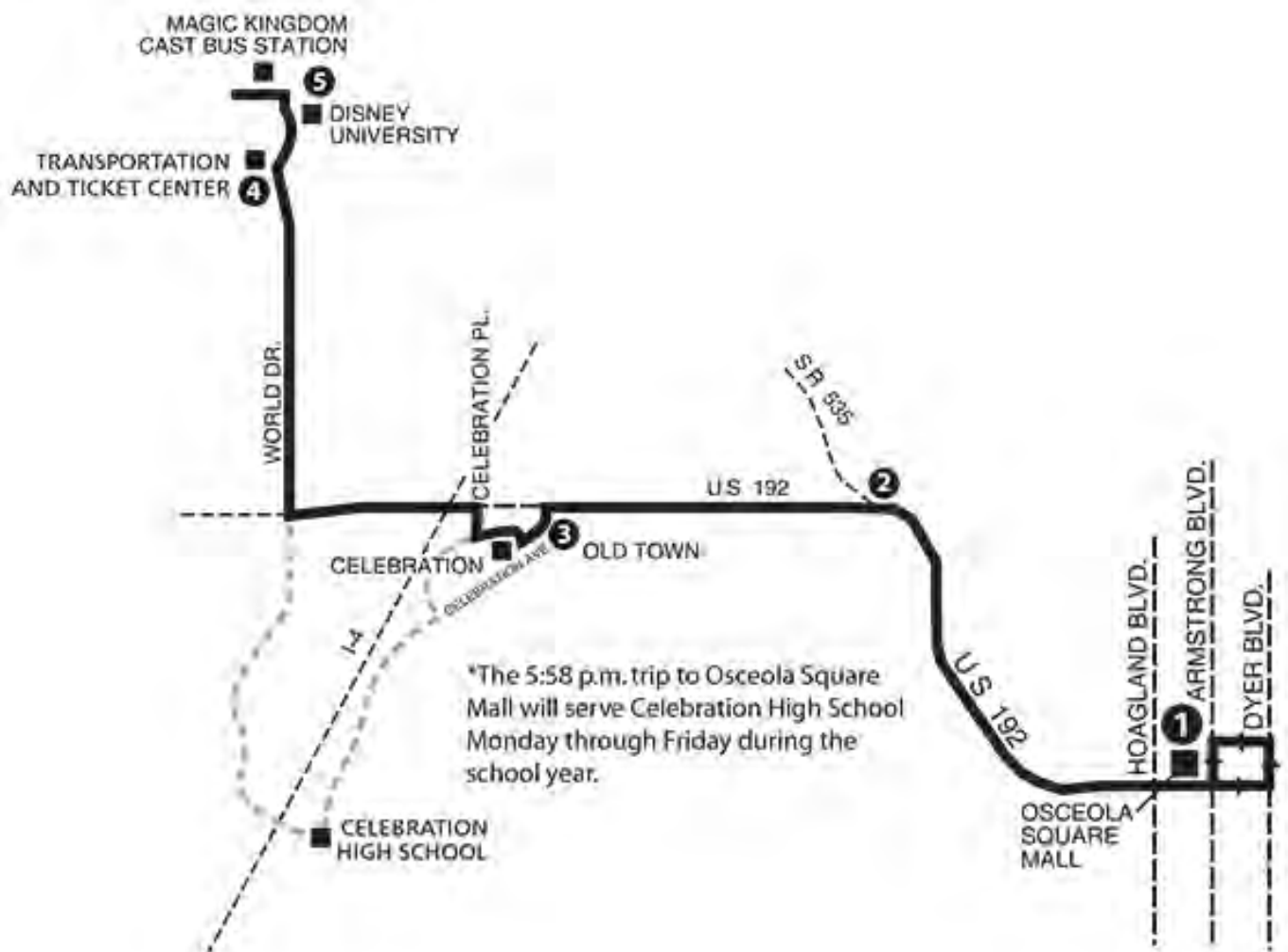
Link 55 w. US 192/Four Corners

Serving: Osceola Square Mall, Old Town, Celebration, Orange Lake, Summer Bay, and Four Corners Walmart



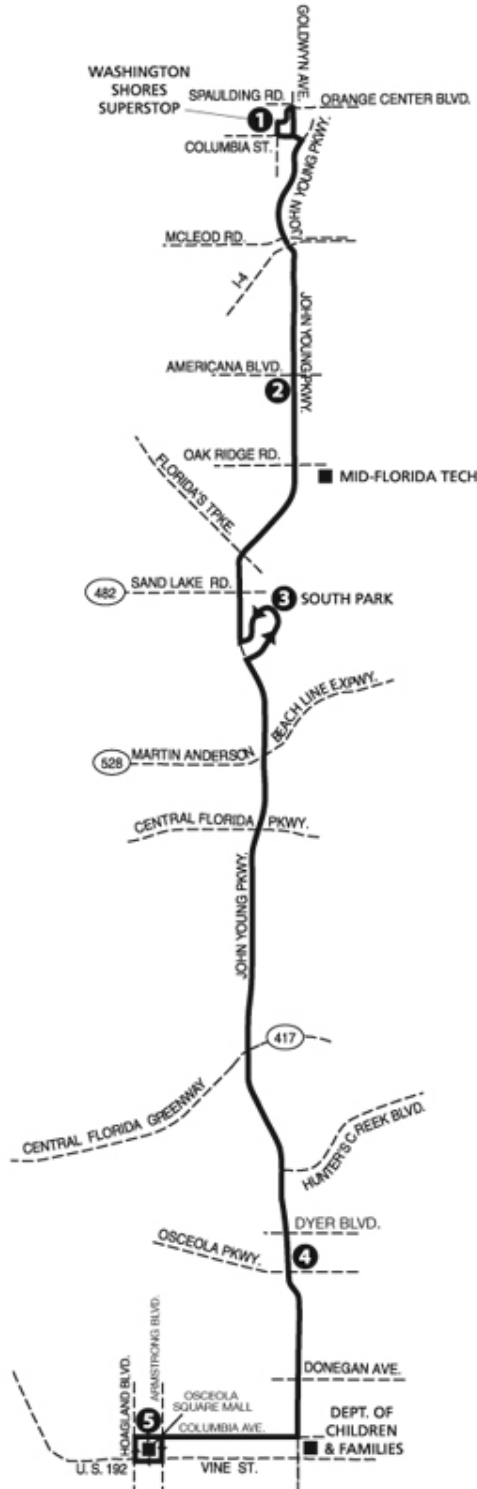
Link 56 w. US 192/ Magic Kingdom

Serving: Osceola Square Mall, Old Town, Celebration, Walt Disney World Transportation & Ticket Center, Magic Kingdom Cast Bus Station, and Disney University



Link 57 John Young Parkway

Serving: Washington Shores SuperStop, Mid Florida Tech, South Park Walmart, Hunter's Creek, and Osceola Square Mall



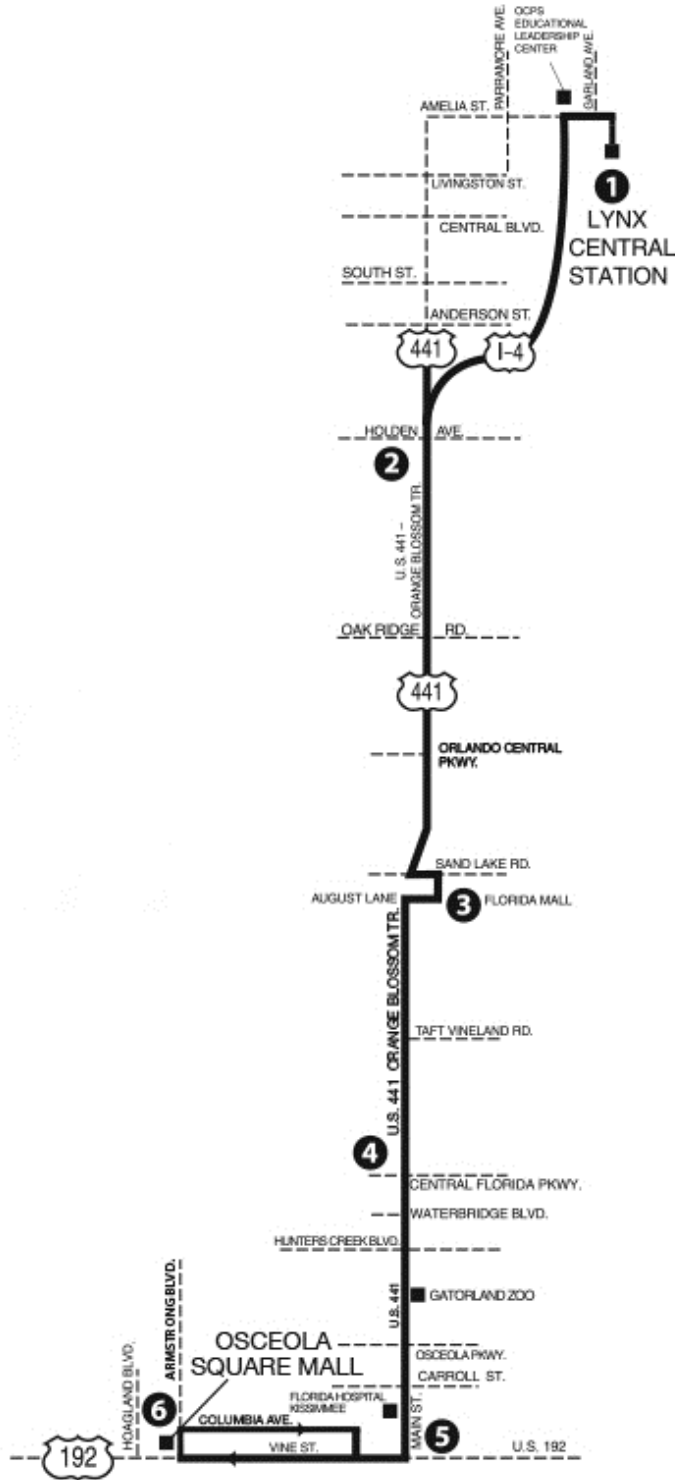
Link 426 Poinciana Circulator

Serving: Poinciana Community Center, Poinciana Medical Center, NeighborLink 601, NeighborLink 603, Walmart, Link 26, Link 306, and Link 416



FastLink 441 Kissimmee/Orlando

Serving: LYNX Central Station, OBT & Holden Ave., Florida Mall, OBT & Central FL Pkwy., Main St. & Vine St., and Osceola Square Mall

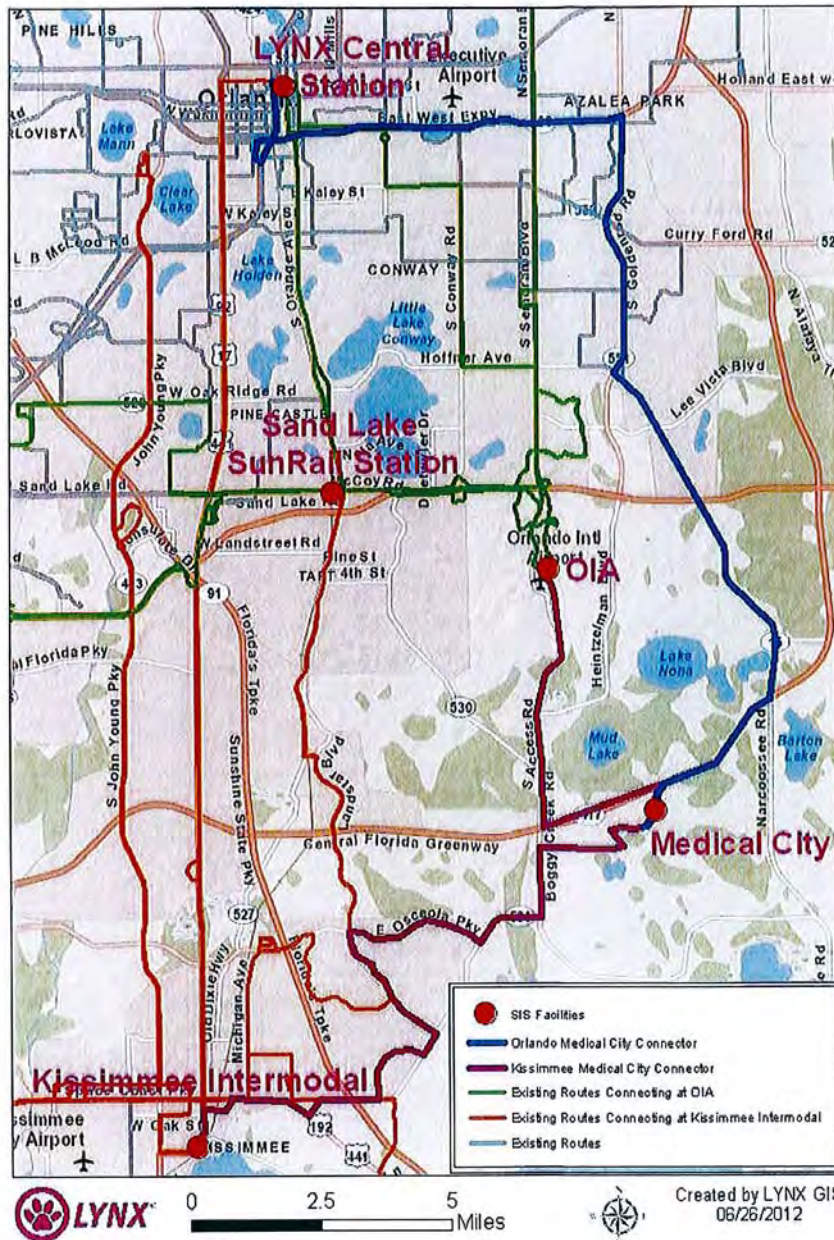


Link 207 Kissimmee/Medical City Connector

Serving: Originating from Kissimmee Intermodal Center with service to Buenaventura Lakes, Veterans Administration Hospital in Medical City, terminating at the Orlando International Airport.

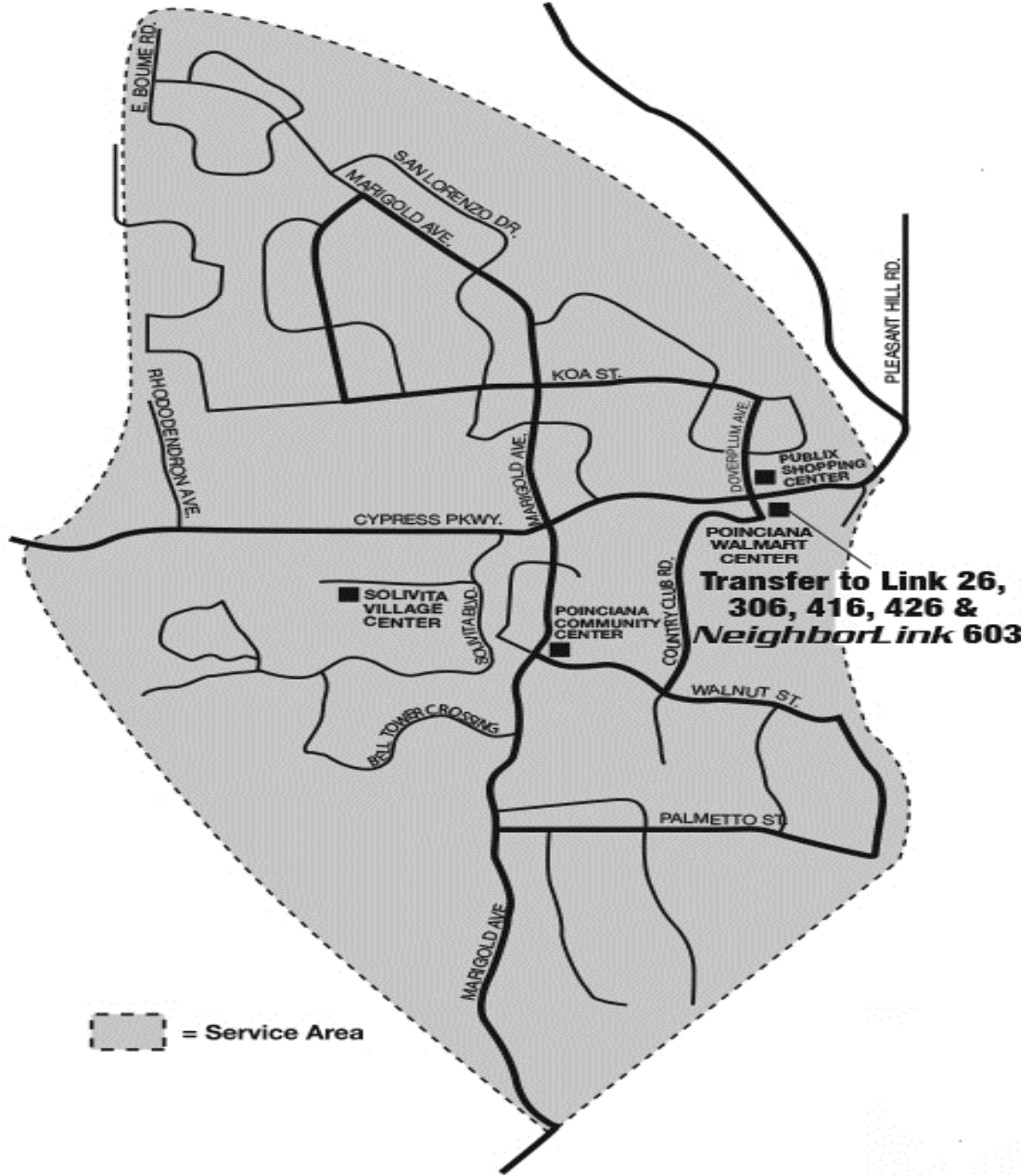
Attachment A

Medical City Connectors



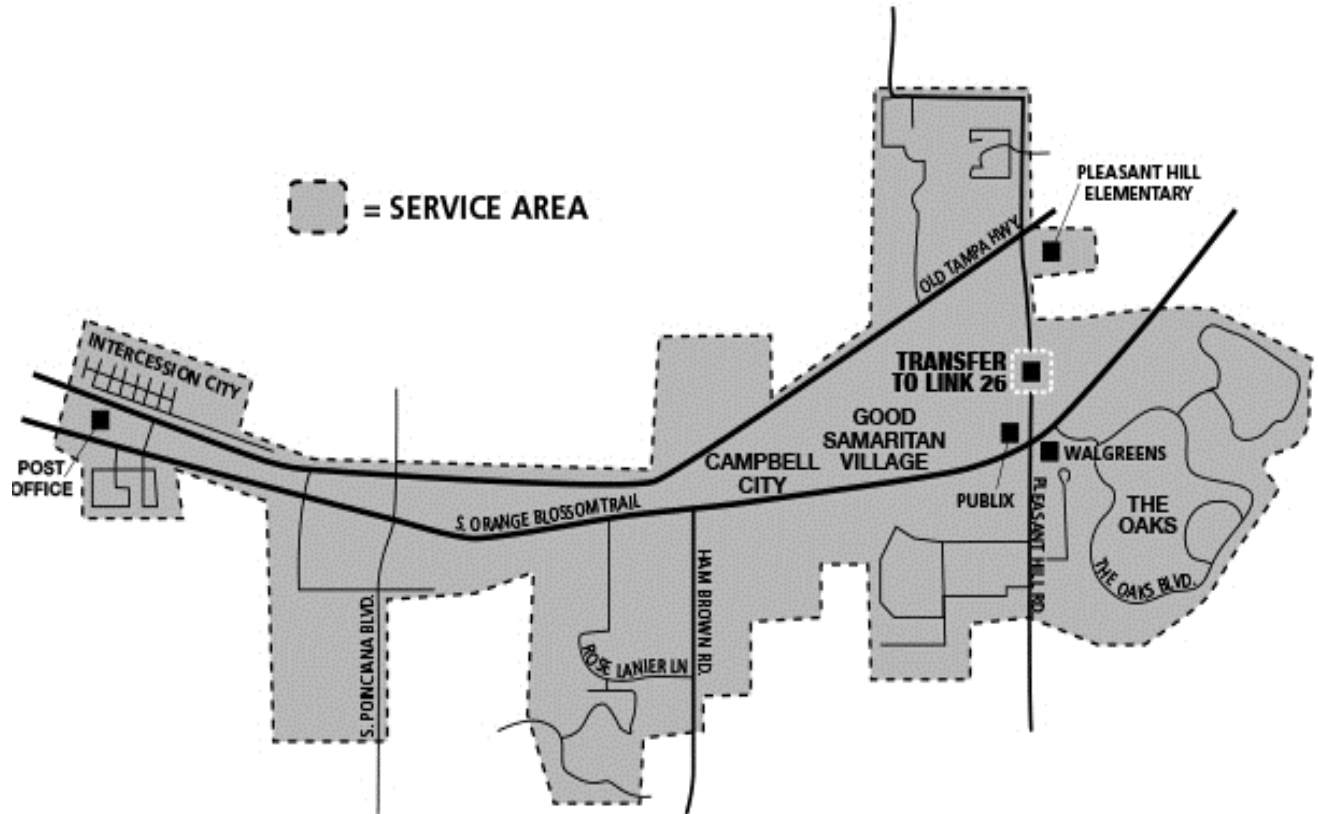
NeighborLink 601 South Poinciana

Serving: Link 26, Link 306, Link 416, Link 426, NeighborLink 603, Poinciana Community Center/YMCA, Solivita Village Center, Poinciana Town Center, and Publix Shopping Center



NeighborLink 604 Intercession City/Campbell City

Serving: Intercession City, Campbell City, Southwest Kissimmee, Link 26, Pleasant Hill Commons, Publix Shopping Center, Good Samaritan Village, and The Oaks



NeighborLink 631 Buena Ventura Lakes

Serving: Valencia College Osceola Campus, Link 10, Link 18, Ventura Downs Shopping Center, and Boggy Creek Road

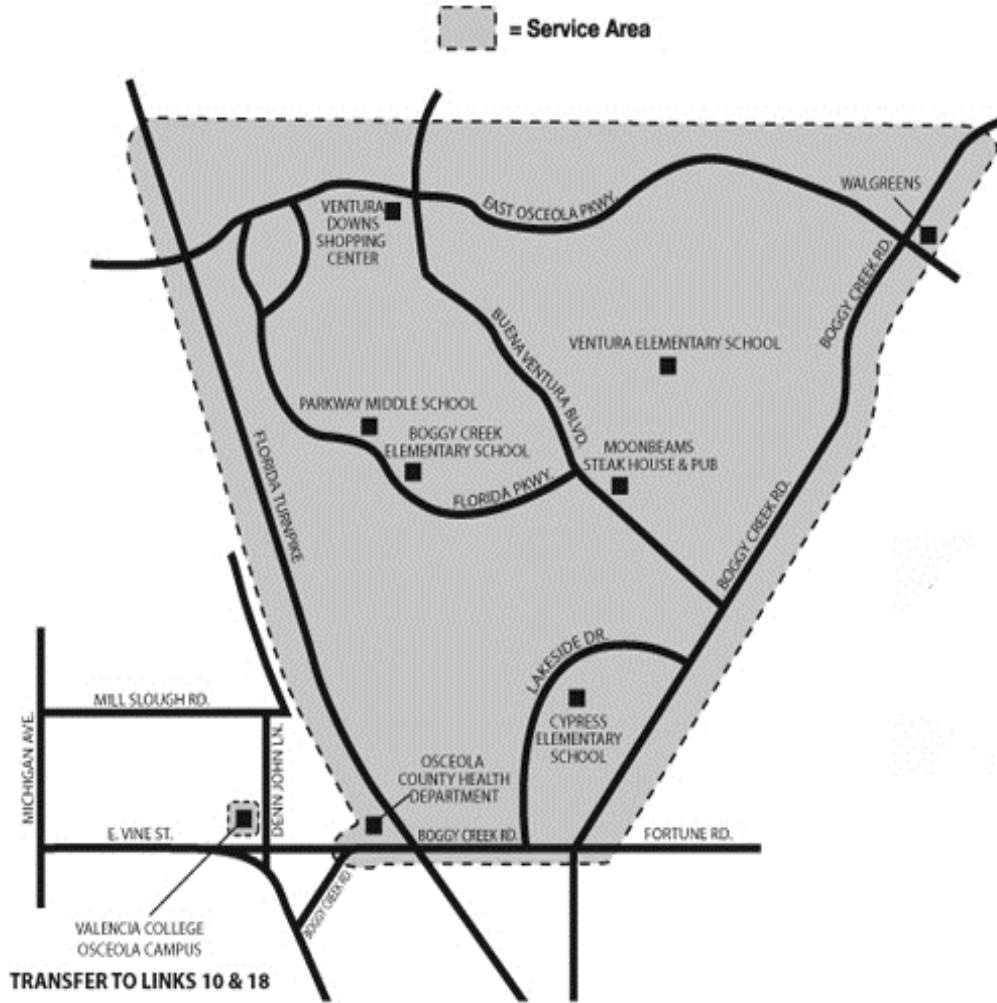


Exhibit "B"

DESCRIPTION OF APPROPRIATED AMOUNT

October through September **\$ 5,459,512**

Exhibit B - Osceola County Transit Service Costs For FY2014	
<i>Net Fixed Route Operating Costs</i>	<i>Cost</i>
Link 4	\$ 608,839
Link 10	438,705
Link 18	317,073
Link 26	436,887
Link 426	183,276
Link 55	714,063
Link 56	581,659
FastLink 441	32,031
Link 57	122,396
Link 207 *	81,770
Subtotal:	\$ 3,516,699
<i>NeighborLink (NL) Operating Costs</i>	
NL 601	\$ 87,423
NL 604	76,699
NL 631	76,006
Subtotal:	\$ 240,128
<i>Paratransit Services Costs:</i>	
American Disability Act (ADA) Funding	\$ 1,024,903
Medicaid	548,387
Transportation Disadvantage (TD) Funding	-
Subtotal:	\$ 1,573,290
\$2 Capital Contribution	\$ 211,165
Subtotal:	\$ 211,165
Total FY2014 Preliminary Funding Request	\$ 5,541,282
Less – Link 207 – Prepaid *	(81,770)
Funding Requested from County	\$ 5,459,512

<i>City Direct Payments to LYNX</i>	
City of St. Cloud	\$ 161,999
Subtotal:	\$ 161,999
Total County Transit Service Cost	\$ 5,621,511

Funding Requested from County October 2013 – September 2014	\$ 5,459,512
FY2014 Billing Schedule:	
October 2013	\$ 454,959
November 2013	\$ 454,959
December 2013	\$ 454,959
January 2014	\$ 454,959
February 2014	\$ 454,959
March 2014	\$ 454,959
April 2014	\$ 454,959
May 2014	\$ 454,959
June 2014	\$ 454,959
July 2014	\$ 454,959
August 2014	\$ 454,959
September 2014	\$ 454,963
Annual Funding Request from County	\$ 5,459,512

ADDENDUM TO AGREEMENT

24. The Funding Partner, on December 10, 2007, adopted a Comprehensive Policy Plan (the “CPP”), which calls for specific level of service improvements in public transportation; and

25. The Funding Partner agrees to appropriate up to a maximum of five million four hundred fifty-nine thousand five hundred twelve dollars and zero cents (\$5,459,512) to LYNX for fiscal year 2013-2014 for the provision of public transportation services within the Service Agreement in accordance with this Agreement and to be allocated as follows:

(a) The base operating expenditures funding of \$5,459,512 shall be for fixed-route bus service, Access LYNX, and other existing services.

(b) The \$5,459,512 shall be paid by the Funding Partner to LYNX in twelve (12) equal monthly installments by Funding Partner’s designated representative and shall be due on the first of each month beginning in October 2013, and payable no later than thirty (30) days after the due date. The first such payment under this Agreement shall be made no sooner than October 1, 2013 or the execution date of this Agreement. Notwithstanding the foregoing, in the event LYNX fails to submit the required quarterly reports or fails to comply with any material terms of this Agreement, the Funding Partner reserves the right to withhold the monthly payment pursuant to Paragraph 3, of this Agreement.

26. In order to continue achieving further operating efficiencies, the parties agree as follows:

(a) The County and LYNX will conduct a joint review six (6) months after LYNX begins operations at the Southern Operating Base Facility to determine costs savings for the upcoming FY12 budget.

(b) If it is reasonably determined that said savings are possible with the establishment of a facility in Osceola County, then the parties will further discuss a permanent facility that will be beneficial to the LYNX system as a whole.

(c) For the purposes of determining any net savings that may result from an operation base in Osceola County, the parties will utilize the current “regional model” recognizing that the cost of an additional operating base will be the cost associated within the entire LYNX system and its funding partners and the savings will be savings that will be attributed to the entire system. The “net savings” to the County would be based upon its share of the funding formula that would be derived by the elimination of service hours attributed to decreased deadhead hours.

27. The City of St. Cloud (the “City”) is located within Osceola County, and LYNX has a separate funding arrangement with the City for transit services located within the City. In that regard, LYNX has adjusted the County funding request by the amounts paid by the City as indicated in Exhibit "B" of this Agreement.

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

THIS SERVICE FUNDING AGREEMENT dated this ____ day of _____, 2013 (“**Agreement**”) is made by and between **SEMINOLE COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida, whose principal address is 1101 East First Street, Sanford Florida 32771 (hereinafter the “**Funding Partner**” or “**County**”), and the **CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY**, a body politic and corporate created pursuant to Part II, Chapter 343, Florida Statutes, whose principal address is 455 North Garland Avenue, Orlando, Florida 32801 (hereinafter “**LYNX**”).

WITNESSETH

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

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

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

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

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

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

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

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

WHEREAS, the Funding Partner and LYNX entered into an Interlocal Agreement for Public Transit Services dated as November 13, 2012 (the “**Prior Fiscal Year Funding Agreement**”) pursuant to which the Funding Partner agreed to appropriate funds to LYNX for

fiscal year from October 1, 2012 to September 30, 2013 to support LYNX Public Transportation services within the Service Area (as hereinafter defined); and

WHEREAS, the term of the Prior Fiscal Year Funding Agreement ended on September 30, 2013; and

WHEREAS, the Funding Partner has budgeted funds for the fiscal year beginning on October 1, 2013 and ending on September 30, 2014 (“**Fiscal Year**”) to support LYNX’s Public Transportation services for such fiscal year; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“**Next Fiscal Year**” means the twelve (12) month period immediately following the Current Fiscal Year, and is the period commencing October 1, 2014 and ending the following September 30, 2015.

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

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

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

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

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

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

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

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

3. **Funding Partner Obligations.**

(a) **Current Fiscal Year.**

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

(ii) The Appropriated Amount shall be paid by the Funding Partner to LYNX in twelve (12) equal monthly installments, with each installment being due on the first day of each month. The first installment payment shall be due upon the later of (x) October 1, 2013 or (y) thirty (30) days after the execution date of this Agreement; and any other installment payments which would be due prior to the execution date of this Agreement shall also be paid within thirty (30) days after the execution date of this Agreement.

(b) **Next Fiscal Year.**

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

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

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

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

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

reach and execute an agreement setting forth an appropriation for the next Fiscal Year by December 31, 2014, then LYNX may, within its discretion, reduce, eliminate or discontinue the provision of Public Transportation services to the Funding Partner immediately upon providing the Funding Partner with written notice of same.

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

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

4. **LYNX Obligations.**

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

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

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

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

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

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

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

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

7. **Termination of Agreement.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

With copy to: Central Florida Regional Transportation Authority
455 North Garland Avenue
Orlando, Florida 32801-1518
Attn: Blanche W. Sherman, Director of Finance

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

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

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

with Section 7 of this Agreement, this Agreement will terminate on September 30, 2014, except for the provisions of this Agreement which by their terms survive the termination of this Agreement and is effective.

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

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

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

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

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

[Signatures appear on following page]

SIGNATURE PAGE FOR FUNDING PARTNER

ATTEST:

FUNDING PARTNER:

By: _____

BOARD OF COUNTY COMMISSIONERS
OF SEMINOLE COUNTY, FLORIDA

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

By: _____
Robert E. Dallari, Chairman

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

Date: _____

County Attorney

As authorized for execution by the Board of
County Commissioners at their _____,
2013 regular meeting.

SIGNATURE PAGE FOR LYNX

CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY

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

By: _____

John M. Lewis, Jr.
Chief Executive Officer

Date: _____

AKERMAN SENTERFITT,
Counsel for LYNX

By: _____

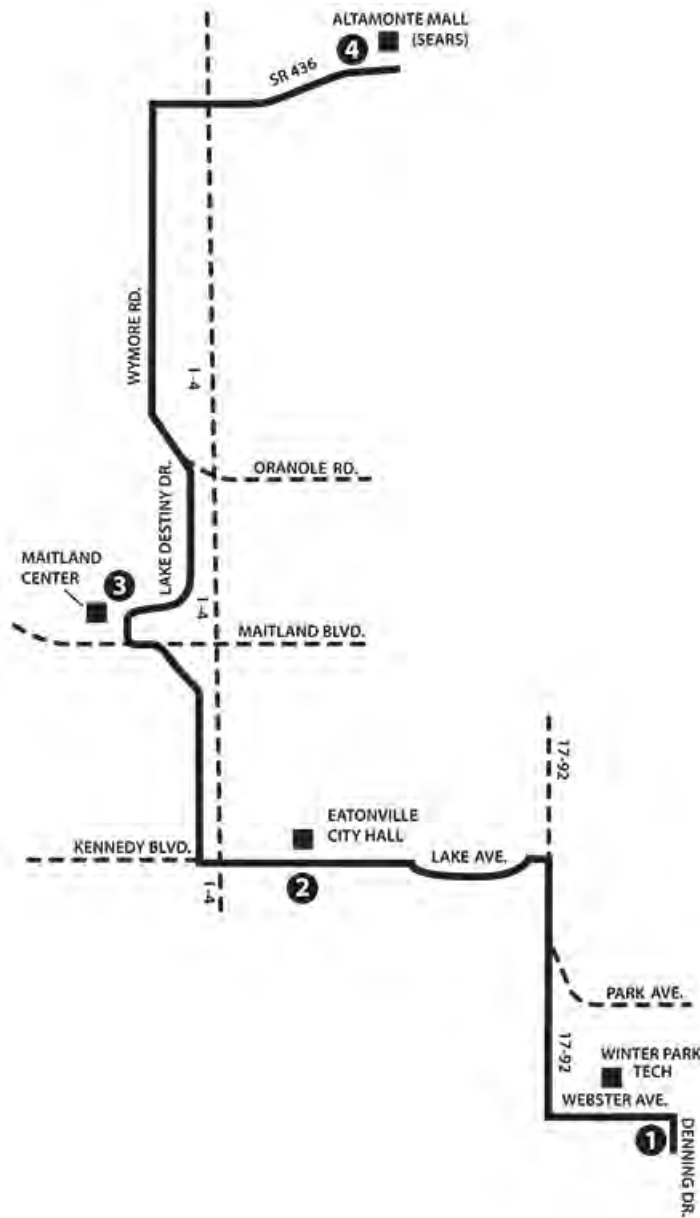
Patrick T. Christiansen, Esq.

Exhibit "A"

DESCRIPTION OF SERVICE AREA

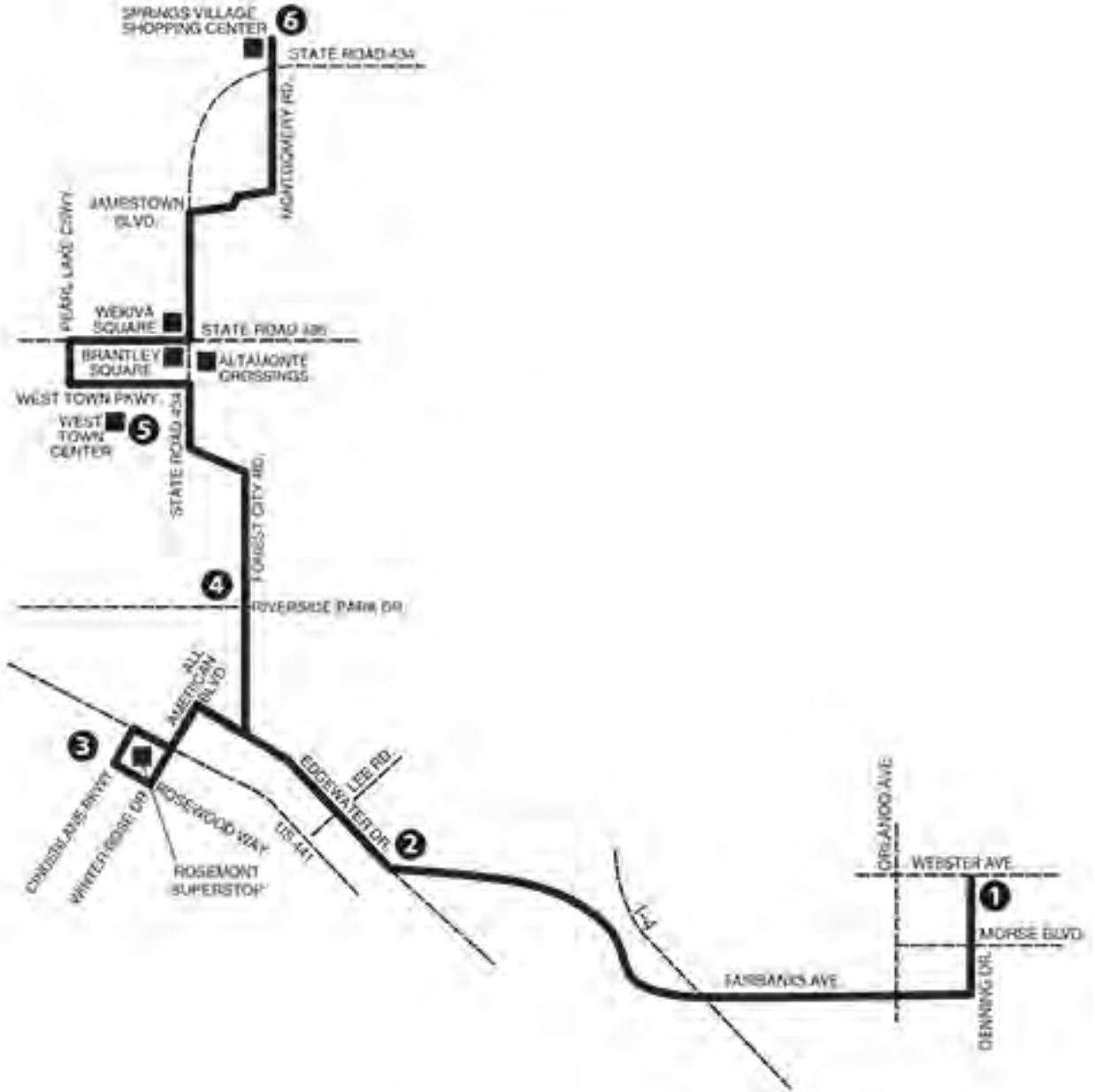
LINK 1 Winter Park/Altamonte Springs

Servicing: Winter Park Tech, Eatonville, Maitland Center, and Altamonte Mall



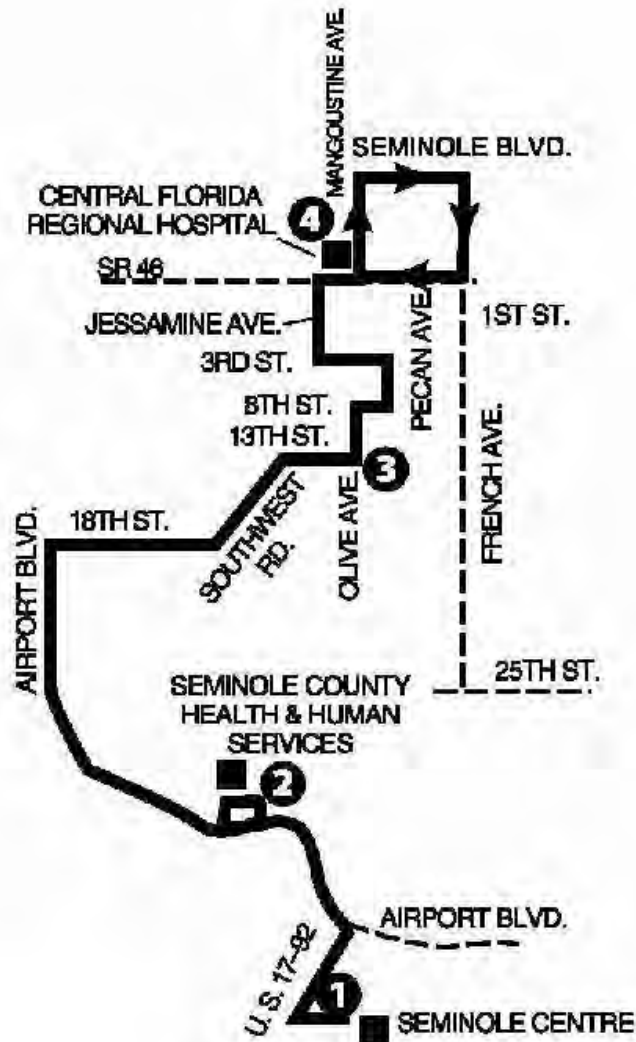
LINK 23 Winter Park/Springs Village

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



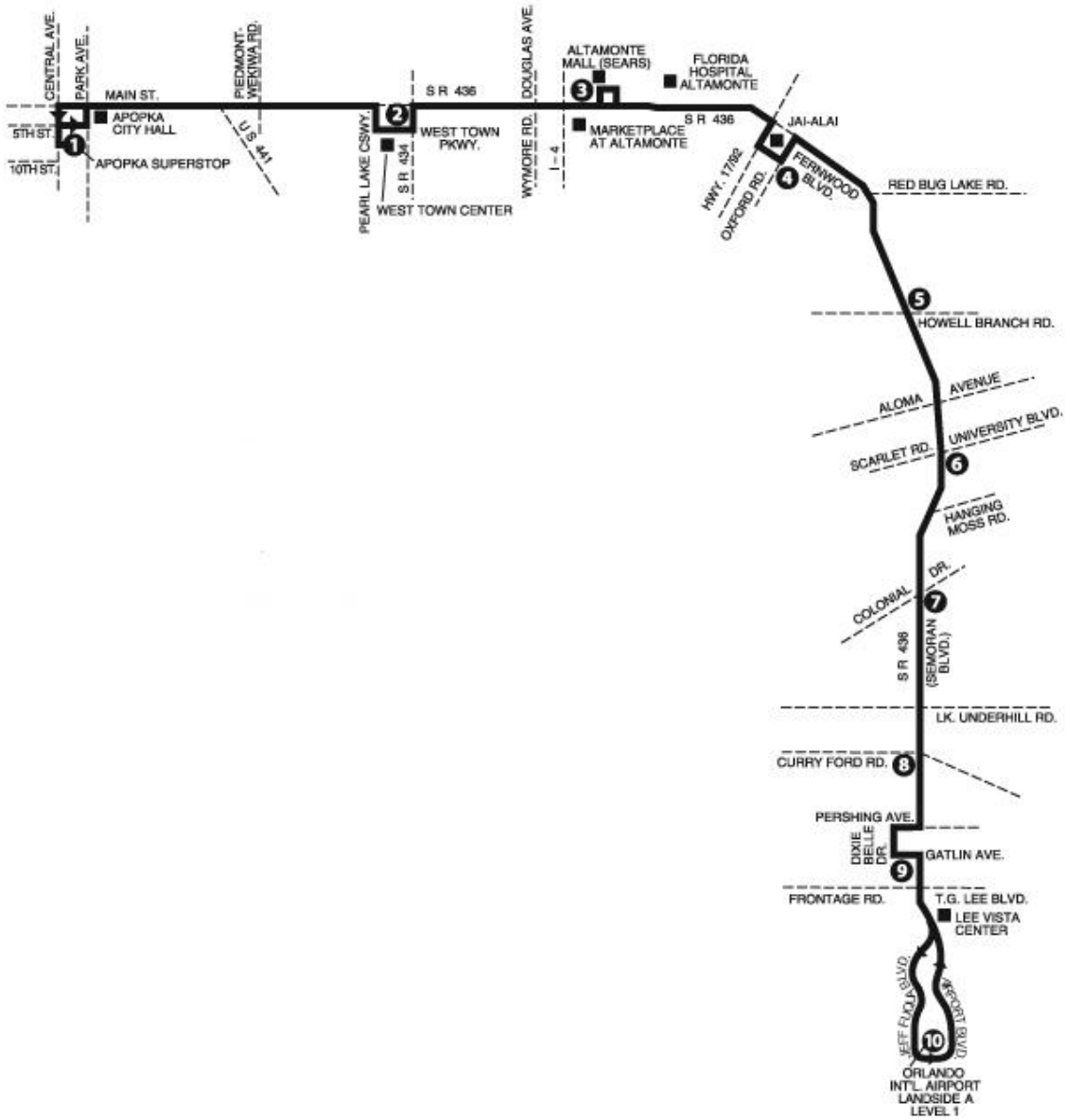
LINK 34 Sanford/Goldsboro

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



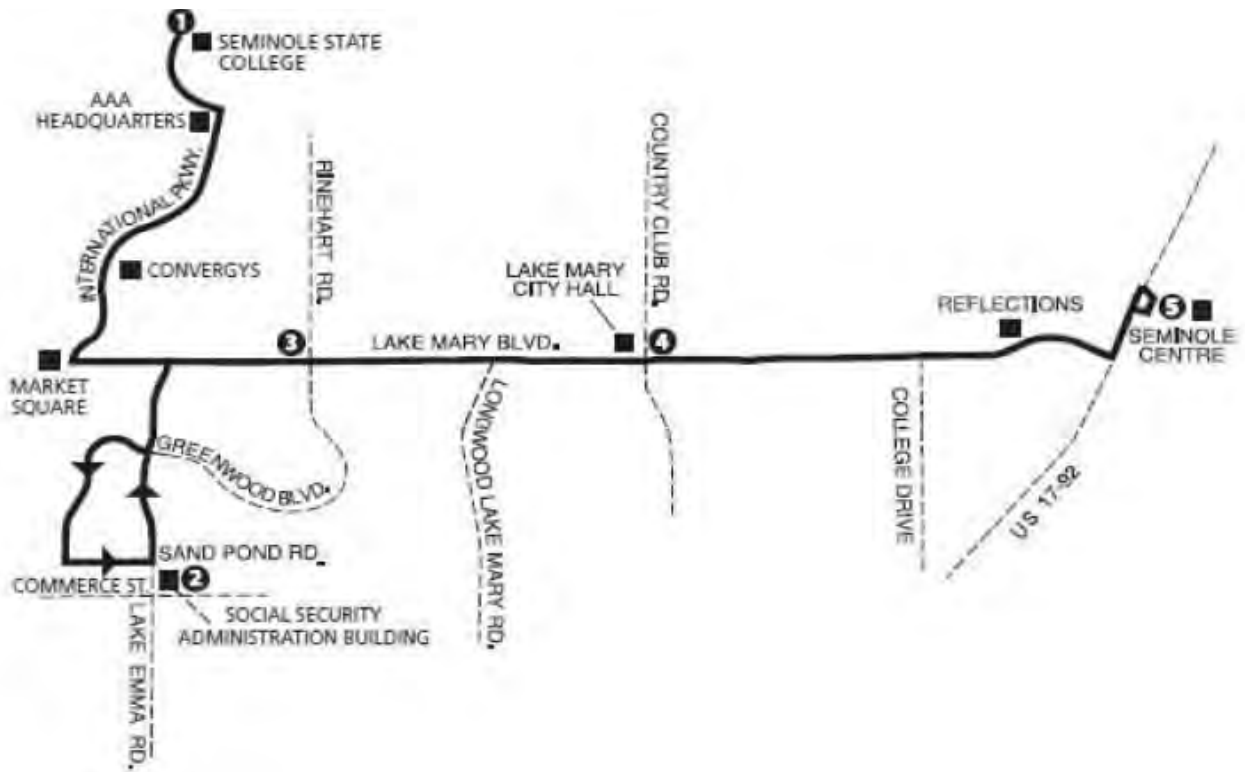
LINK 41 SR 436 Crosstown

Serving: Apopka, Apopka Superstop, West Town Center, Altamonte Mall, Florida Hospital-Altamonte, Fern Park, Casselberry, Azalea Park, and Orlando International Airport



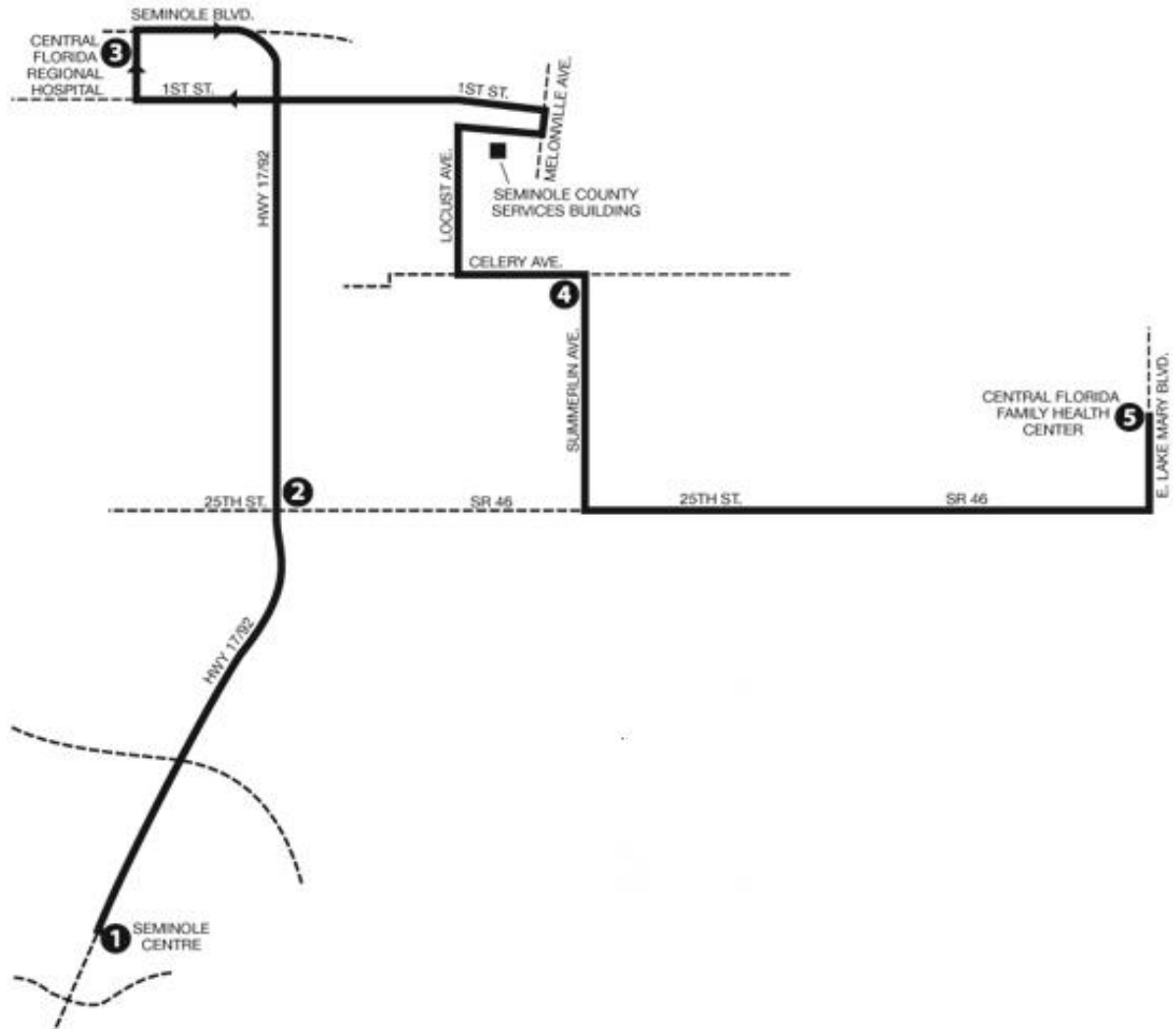
LINK 45 Lake Mary

Serving: North Point Commerce Park, Lake Emma Rd, Lake Mary Blvd, Lake Mary City Hall, Reflections, Seminole Centre, Seminole State College, AAA Headquarters and Convergys



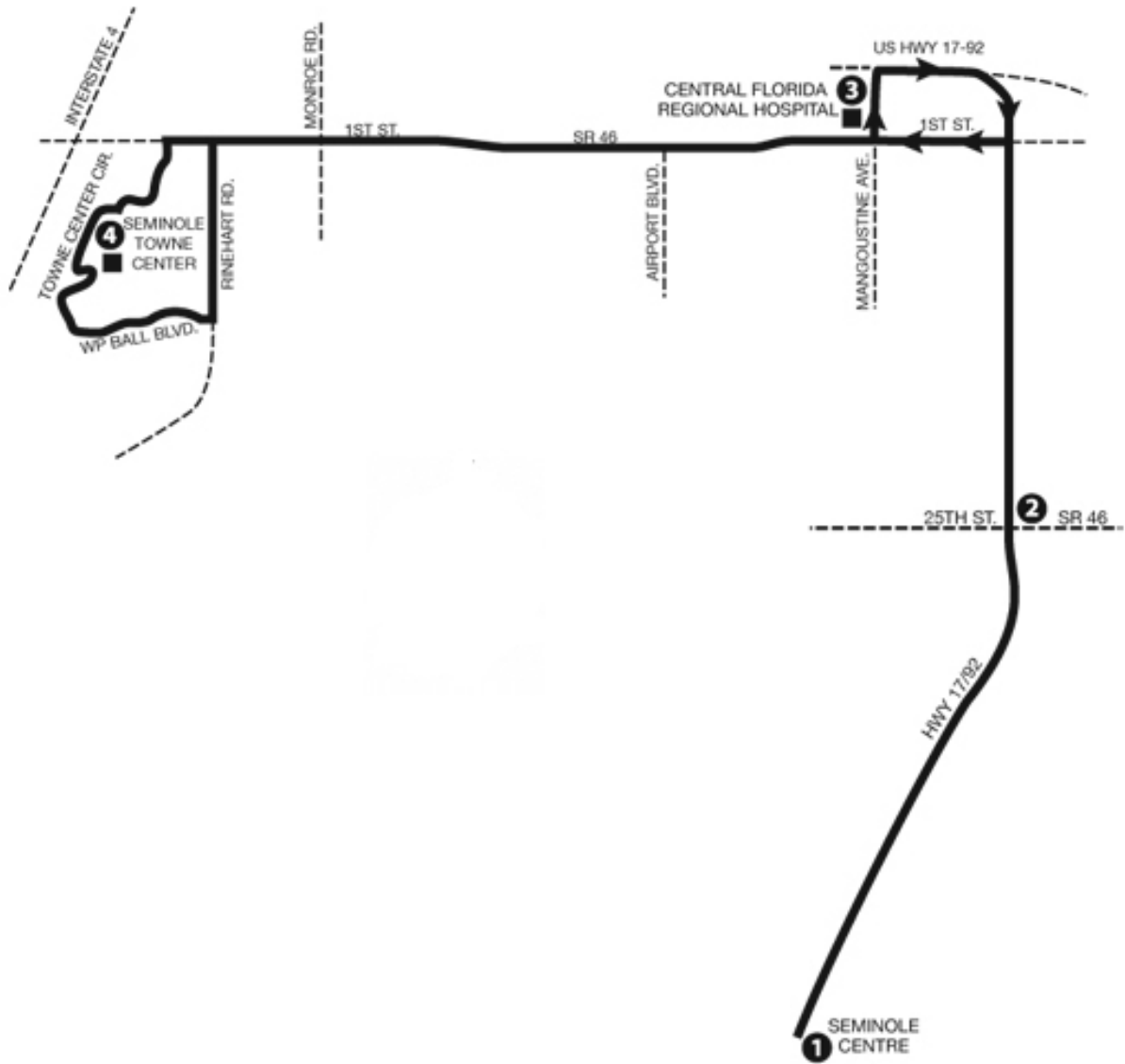
LINK 46 East Seminole Centre/Downtown Sanford

Serving: Downtown Sanford, Central Florida Regional Hospital, Seminole County Services Building, Central Florida Family Health Center, and Seminole Centre



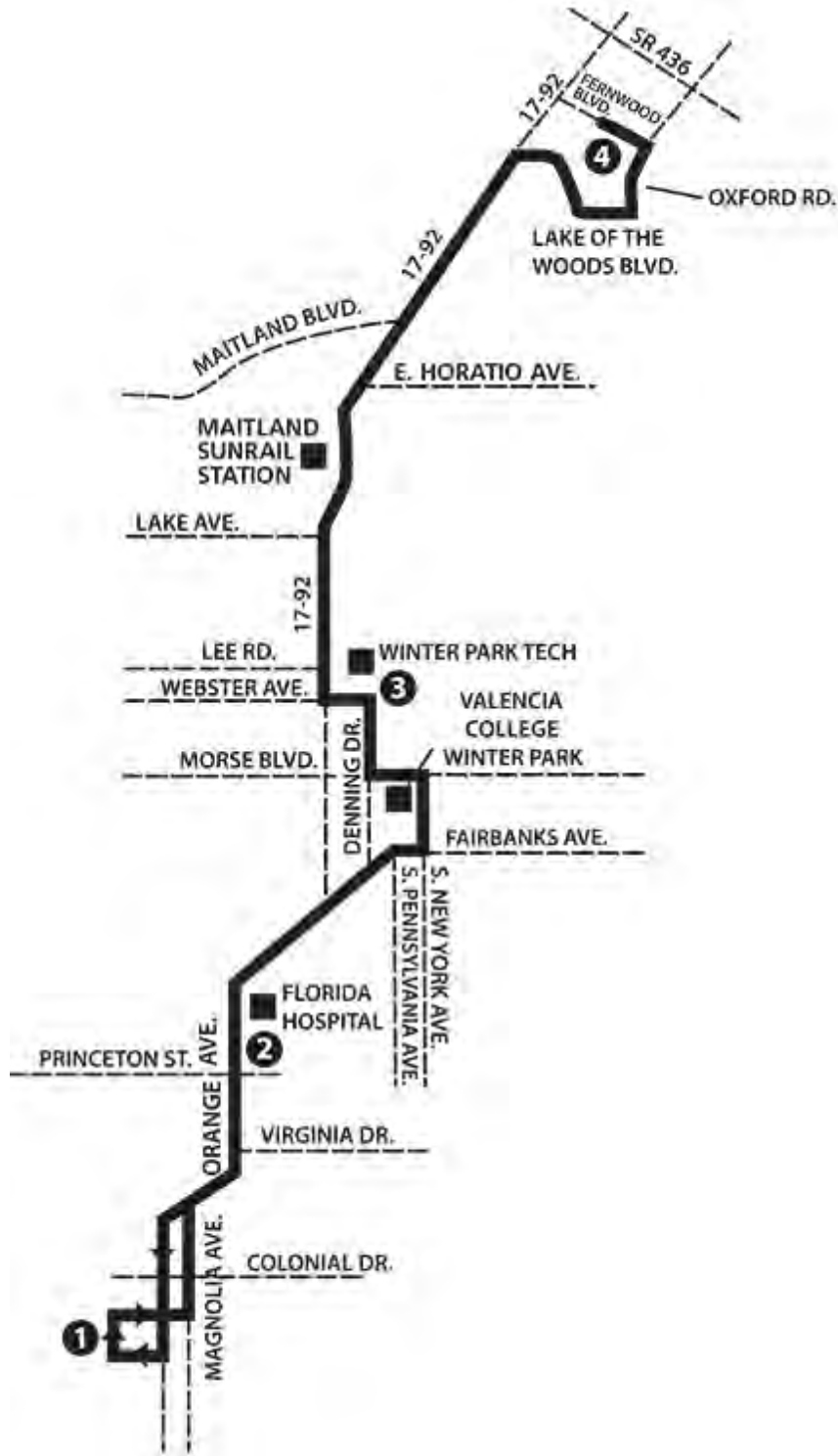
LINK 46 West w. SR 46 / Seminole Towne Center

Serving: Seminole Towne Centre, Walmart Rinehart Rd., Super Target Rinehart Rd., Central Florida Regional Hospital, Downtown Sanford, and Seminole Centre



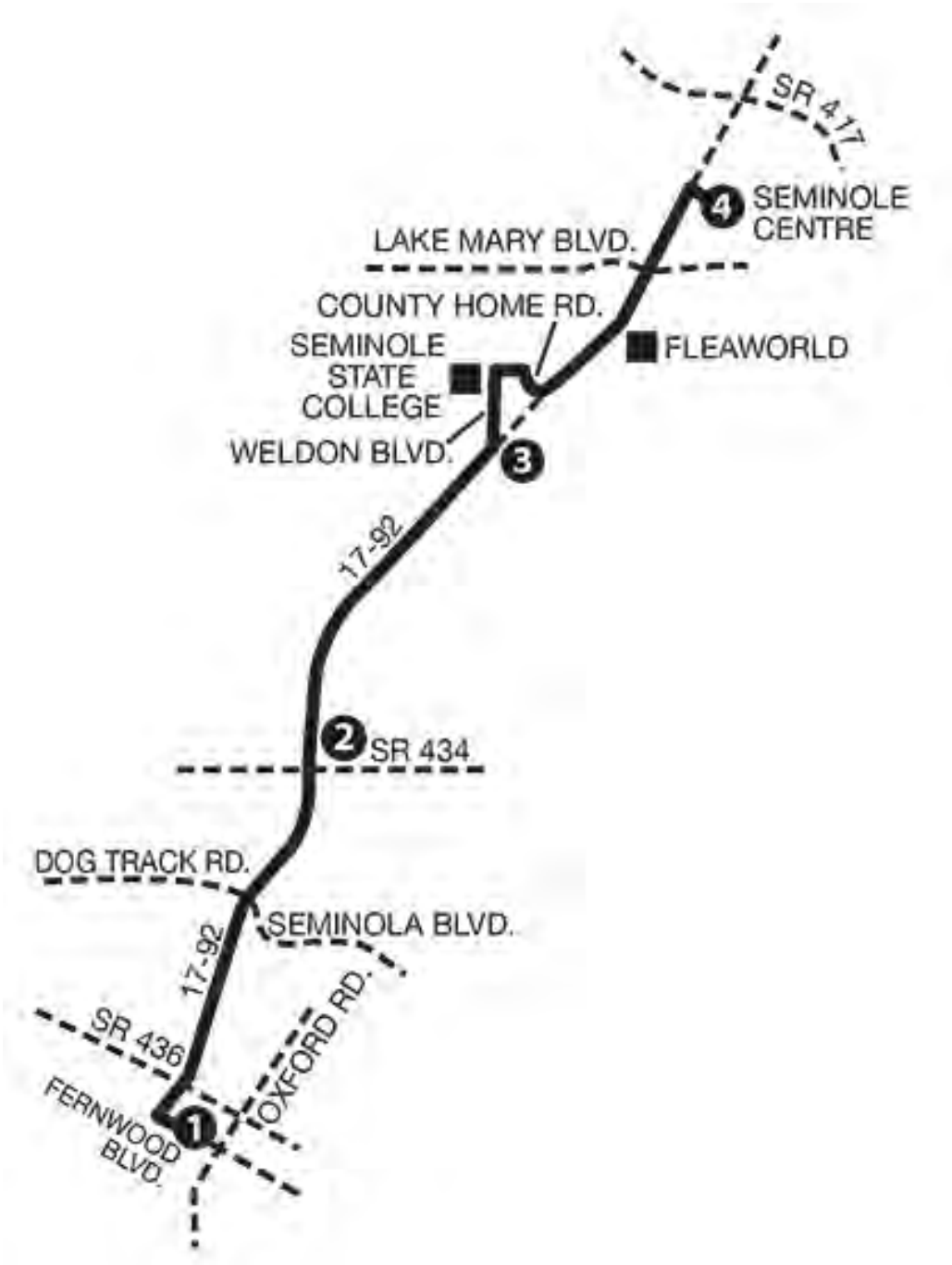
LINK 102 Orange Ave/ South 17/92

Serving: LYNX Central Station, Florida Hospital, Valencia College – Winter Park, Winter Park Tech, Maitland, Fern Park and Jai-Alai



LINK 103 North 17/92 Sanford

Serving: Jai-Alai, Seminole County Courthouse, FleaWorld, Seminole Centre Walmart, and Seminole State College



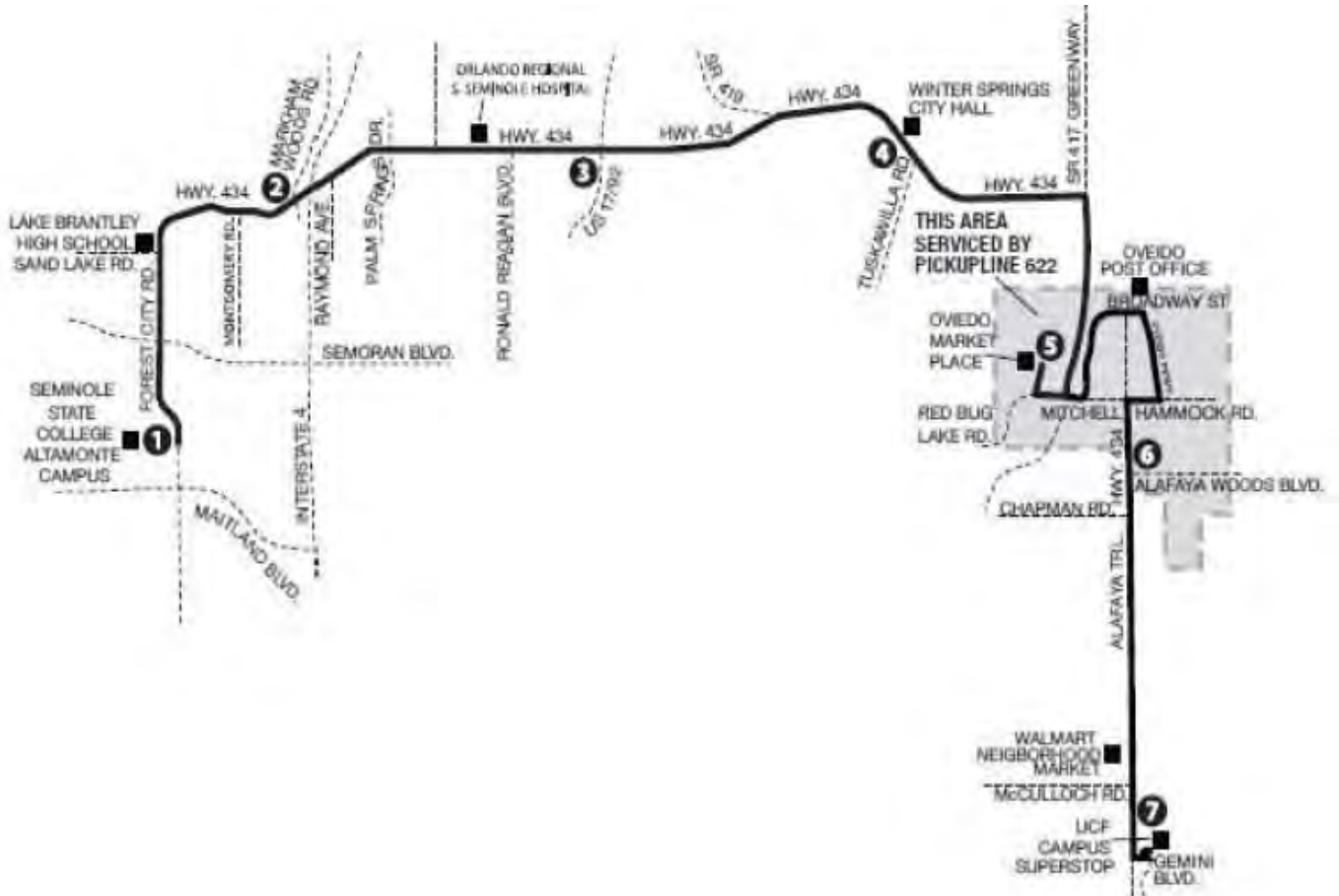
FastLink 17-92 Sanford/Orlando

Serving: LYNX Central Station, Florida Hospital, Winter Park Village, Fernwood Blvd. & Oxford Rd., U.S. 17-92 & SR 434, and Seminole Centre



Link 434 SR 434 Crosstown

Serving: Seminole State College- Altamonte Campus, Lake Brantley High School, Winter Springs City Hall, South Seminole Hospital, Oviedo Market Place, University of Central Florida, and NeighborLink 622



NeighborLink 622 Oviedo

Serving: Seminole State College, Oviedo Marketplace, Link 434, Oviedo High School, Oviedo Sports Complex, and Jackson Heights Middle School

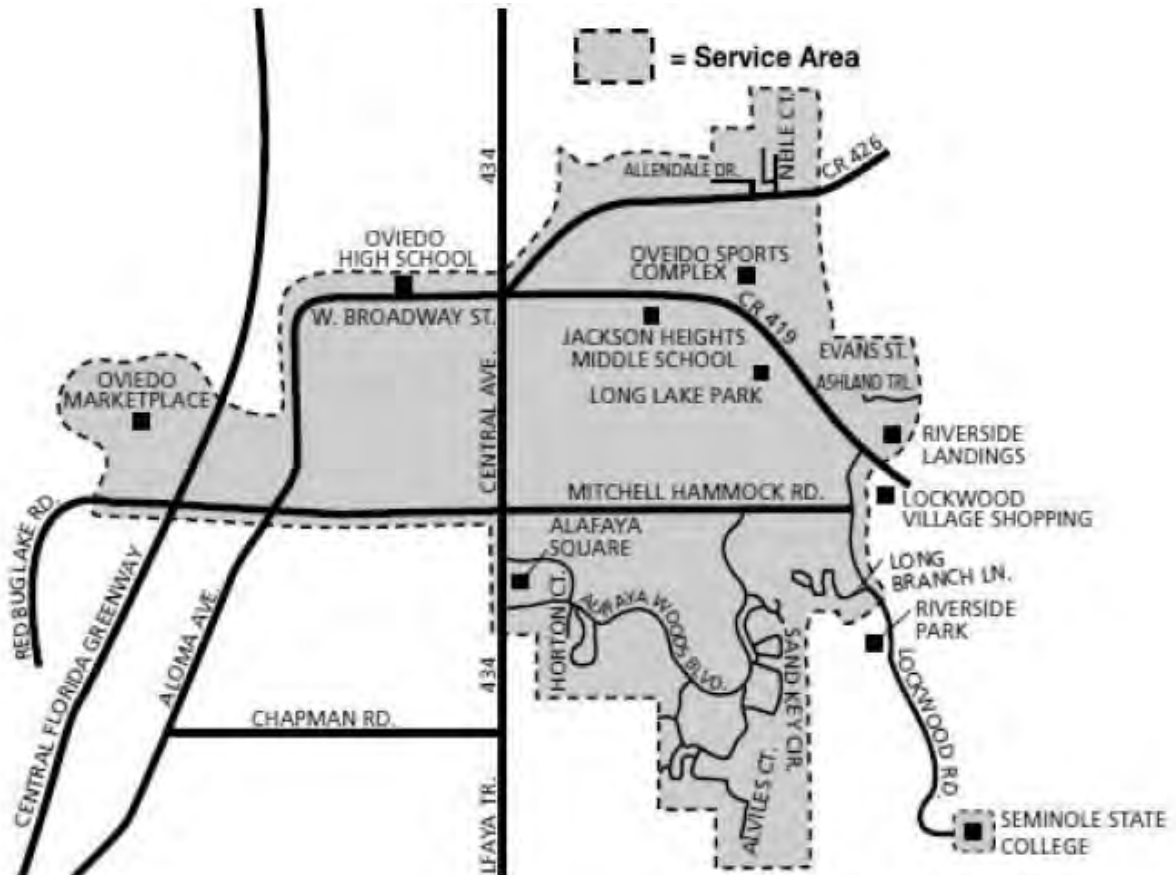


Exhibit "B"

DESCRIPTION OF APPROPRIATED AMOUNT

October through September	\$ 6,146,421
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Exhibit A - Seminole County Transit Service Costs For FY2014	
<i>Net Fixed Route Operating Costs</i>	<i>Cost</i>
Link 1	\$ 73,184
Link 23	154,100
Link 34	204,010
Link 41	973,160
Link 45	199,338
Link 46 E	262,987
Link 46 W	307,541
Link 102	303,668
Link 103	983,201
Link 434	519,261
FastLink 17-92	56,545
Subtotal:	\$ 4,036,995
<i>NeighborLink (NL) Services Costs:</i>	
NL 622	\$ 91,072
Subtotal:	\$ 91,072
<i>Paratransit Services Costs:</i>	
American Disability Act (ADA) Funding	\$ 1,282,228
Medicaid	510,589
Transportation Disadvantage (TD) Funding	-
Subtotal:	\$ 1,792,817
<i>Capital Funding Cost:</i>	
\$2 Capital Funding	\$ 225,537
Subtotal:	\$ 225 537
Funding Requested from County	\$ 6,146,421

<i>City Direct Payments to LYNX</i>	
City of Altamonte Springs	120,900
City of Sanford	\$ 93,000
Subtotal:	\$ 213,900
Total County Transit Service Cost	\$ 6,360,321

FY2014 Billing Schedule:	
October 2013	\$ 512,202
November 2013	\$ 512,202
December 2013	\$ 512,202
January 2014	\$ 512,202
February 2014	\$ 512,202
March 2014	\$ 512,202
April 2014	\$ 512,202
May 2014	\$ 512,202
June 2014	\$ 512,202
July 2014	\$ 512,202
August 2014	\$ 512,202
September 2014	\$ 512,199
Annual Funding Request from County	\$ 6,146,421

ADDENDUM TO AGREEMENT

25. The Funding Partner, on September 11, 1991, adopted a Comprehensive Policy Plan (the “CPP”), which calls for specific level of service improvements in public transportation; and

26. The Funding Partner agrees to appropriate up to a maximum of SIX MILLION ONE HUNDRED FORTY-SIX THOUSAND FOUR HUNDRED TWENTY-ONE DOLLARS and ZERO CENTS (\$6,146,421) to LYNX for fiscal year 2013-2014 for the provision of public transportation services within the Service Agreement in accordance with this Agreement and to be allocated as follows:

(a) The base operating expenditures funding of \$6,146,421 shall be for fixed-route bus service, Access LYNX, and other existing services.

(b) The \$6,146,421 shall be paid by the Funding Partner to LYNX in twelve (12) equal monthly installments by Funding Partner’s designated representative and shall be due on the first of each month beginning in October 2013, and payable no later than thirty (30) days after the due date. The first such payment under this Agreement shall be made no sooner than October 1, 2013 or the execution date of this Agreement. Notwithstanding the foregoing, in the event LYNX fails to submit the required quarterly reports or fails to comply with any material terms of this Agreement, the Funding Partner reserves the right to withhold the monthly payment pursuant to Section 3, of this Agreement.

27. The City of Altamonte Springs and the City of Sanford (the “Cities”) are located within Seminole County, and LYNX has separate funding arrangements with the Cities for transit services located within the Cities. In that regard, LYNX has adjusted the County funding request by the amounts paid by the Cities as indicated in Exhibit "B" of this Agreement.

SERVICE FUNDING AGREEMENT

**by and between
CITY OF ST. CLOUD, FLORIDA
and
LYNX**

THIS SERVICE FUNDING AGREEMENT (“Agreement”) is made and entered into as of October 1, 2013, by and between **City of St. Cloud, Florida**, a charter city and political subdivision of the State of Florida, whose principal address is 1300 9th Street, St. Cloud, Florida 34769 (hereinafter the “**Funding Partner**”), and the **CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY**, a body politic and corporate created pursuant to Part II, Chapter 343, Florida Statutes, whose principal address is 455 North Garland Avenue, Orlando, Florida 32801 (hereinafter “**LYNX**”).

WITNESSETH

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

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

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

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

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

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

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

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

WHEREAS, the Funding Partner and LYNX entered into a Funding Agreement, dated as of November 9, 2012 (the “**Prior Fiscal Year Funding Agreement**”) pursuant to which the Funding Partner agreed to appropriate funds to LYNX for fiscal year 2013 (October 1, 2012 -

September 30, 2013) to support LYNX Public Transportation services within the Service Area (as hereinafter defined); and

WHEREAS, the term of the Prior Fiscal Year Funding Agreement ended on September 30, 2013; and

WHEREAS, the Funding Partner has budgeted funds for the fiscal year beginning on October 1, 2013 and ending on September 30, 2014 (“**Fiscal Year**”) to support LYNX’s Public Transportation services for such fiscal year; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“Service Area” means generally the unincorporated area of the Funding Partner.

3. **Funding Partner Obligations.**

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

(b) The Appropriated Amount shall be paid by the Funding Partner to LYNX in twelve (12) equal monthly installments, with each installment being due on the first day of each month. The first installment payment shall be due upon the later of (x) October 1, 2013 or (y) the execution date of this Agreement.

(c) If, prior to the termination date of this Agreement (as set forth in Section 19 below), the Funding Partner and LYNX fail to reach a written agreement setting forth an appropriation to LYNX for the next Fiscal Year, then, notwithstanding the termination of this Agreement, the Funding Partner shall continue to pay LYNX the monthly installment amounts due pursuant to Section 3(a) (the **“Post-Termination Payment”**) on the first day of each month until the earliest to occur of the following: (i) LYNX and the Funding Partner reach a written agreement setting forth an appropriation for the next Fiscal Year; (ii) ninety (90) days following that date that the Funding Partner, through action taken by its governing board, notifies LYNX in writing that it wishes to terminate this Agreement and no longer receive from LYNX the Public Transportation services provided herein; or (iii) the date that LYNX actually discontinues the Public Transportation services to the Funding Partner. If so elected by LYNX, the Post-Termination Payment shall be adjusted to reflect the increase or decrease, as the case may

be, in the hourly rate that the LYNX governing board approves for the next Fiscal Year, at such time as the LYNX governing board approves such new hourly rate. If LYNX and the Funding Partner fail to reach an agreement setting forth an appropriation for the next Fiscal Year by December 31, 2013, then LYNX may, within its discretion, reduce, eliminate or discontinue the provision of Public Transportation services to the Funding Partner immediately upon providing the Funding Partner with written notice of same.

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

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

4. **LYNX Obligations.**

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

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

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

- (i) Maps and schedules for each route operating in the Service Area.

(ii) Official LYNX monthly ridership reports showing a breakdown of actual aggregate ridership by mode (i.e., Fixed-Route Service, LYMMO, Access LYNX, Van Plan and special shuttles).

(iii) An operational service characteristics report for current services provided, which would include (1) revenue hours, (2) revenue miles, and (3) unlinked passenger trips.

(iv) A comparison of actual revenue and expenditures to budgeted revenues and expenditures with explanations for variances that exceed \$50,000.

(v) A route performance report, which reports and ranks each route which is located in the County for the Funding Partner, monthly based on the following:

(A) Subsidy per Passenger Trip

(B) Passengers per trip

(C) Passengers per Revenue Hour

(D) Passengers per Revenue Mile

(E) Percent farebox return (i.e., percent of Operating Expenses recovered through farebox).

(vi) Current and contemporaneous versions of the LYNX regional model, which is the model used by LYNX to apportion total Operating Expenses, less adjustments, to the Funding Partners based on Fixed-Route Service hours, ADA client trips, and flex-service hours in their service area.

(A) A comparison of scheduled versus actual Revenue Miles.

(B) A comparison of scheduled versus actual Revenue Hours.

(C) A schedule of unanticipated extraordinary expenses for the prior quarter.

(D) A list of changes to authorized staffing.

(E) A schedule of total training and travel expenditures for each LYNX board member and employee for the immediately preceding quarter. This schedule should specify the training event name, attendee name(s), date(s) of travel and/or training, event location, and total expenses of each trip.

(vii) Any other information the Funding Partner reasonably requests.

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

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

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

7. **Termination of Agreement.**

(a) **For Cause.** If LYNX or the Funding Partner (the "**Breaching Party**") fails to fulfill any material covenant, term or condition of this Agreement, the other party (the "**Non-Breaching Party**") shall give the Breaching Party written notice of such failure or violation. If such failure or violation is not cured within thirty (30) days from the date on which the Breaching Party receives such notice, the Non-Breaching Party may terminate this Agreement, which shall be effective upon thirty (30) days following the Breaching Party's receipt of a written notice from the Non-Breaching Party to that effect or such later date as specified in the notice.

(b) **For Convenience.** Either LYNX or the Funding Partner may terminate this Agreement at any time upon giving notice to that effect. Such termination shall be effective upon thirty (30) days receipt of written notice of termination from the party desiring to terminate this Agreement or such later date as specified in the notice.

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

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

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

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

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

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

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

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

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

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

As to Funding Partner: City of St. Cloud
1300 9th Street
St. Cloud, FL 34769
Attention: Thomas Hurt, City Manager

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

With copy to: Central Florida Regional Transportation Authority
455 North Garland Avenue
Orlando, Florida 32801-1518
Attn: Blanche W. Sherman, Director of Finance

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

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

19. **Effective Date.** The effective date of this Agreement shall be as of the date first set forth above. Unless terminated earlier in accordance with Section 7 of this Agreement, this Agreement will terminate on September 30, 2014, except for the provisions of this Agreement which by their terms survive the termination of this Agreement.

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

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

22. **Recording.** This Agreement shall be filed with the Clerk of the City Court of Osceola County, Florida, or such other public official responsible under general or special law for the public records of Osceola County, Florida, in accordance with Section 163.01, Florida Statutes.

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

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

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

[Signatures appear on following page]

SIGNATURE PAGE FOR FUNDING PARTNER

FUNDING PARTNER:

CITY OF ST. CLOUD

By: _____
Rebecca Borders, Mayor

Date: _____

ATTEST:

By: _____
Linda P. Jaworski, City Clerk

SIGNATURE PAGE FOR LYNX

CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY

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

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this _____ day of _____, 2013, by _____, and s/he acknowledged before me that s/he executed the foregoing instrument on behalf of CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY as its true act and deed, and that s/he was authorized to do so.

Name:
Notary Public
Serial Number:
Commission Expires:
STATE OF FLORIDA
COUNTY OF ORANGE

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

Akerman Senterfitt, Counsel for LYNX

By: _____
Patrick T. Christiansen, Esq.

Exhibit "A"

Description of APPROPRIATED AMOUNT

October 2013 through September 2014	\$ 161,999
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Exhibit A City of Saint Cloud Transit Service Costs For FY2014	
Total City Transit Service Cost	\$ 161,999

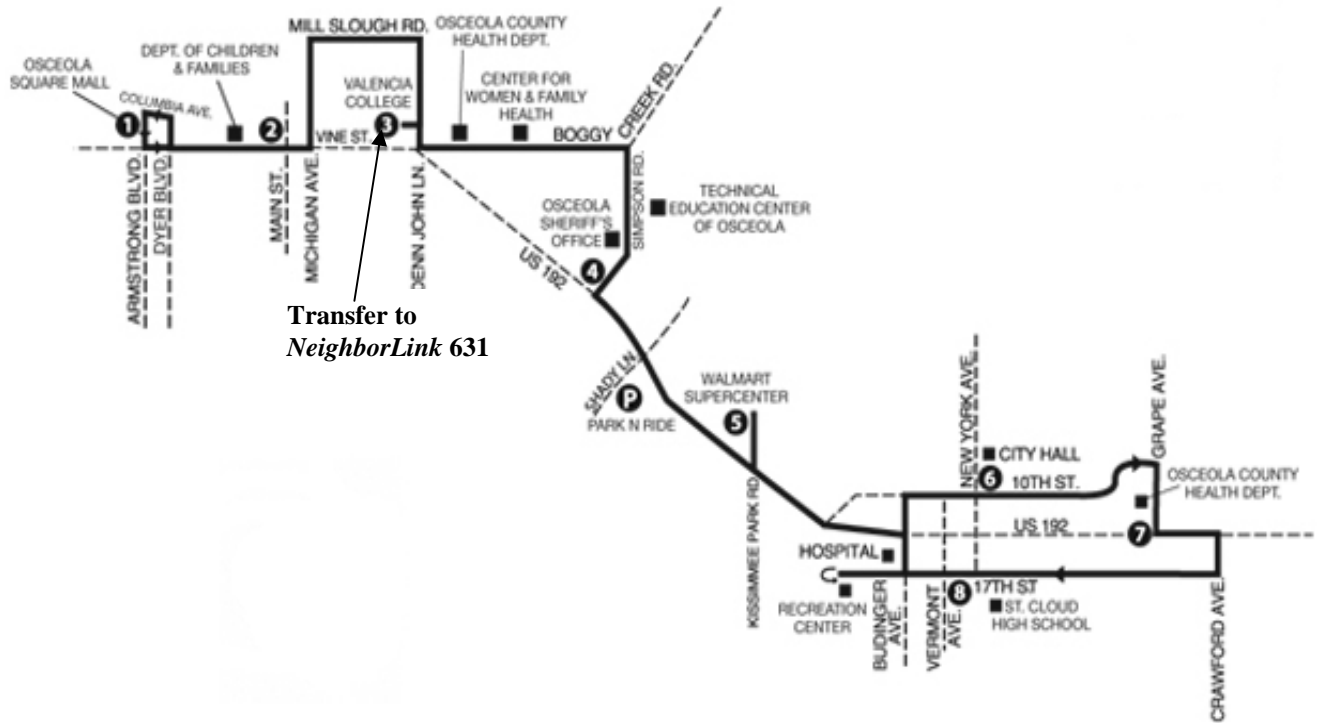
FY2014 Billing Schedule:	
October 2013	\$ 13,500
November 2013	\$ 13,500
December 2013	\$ 13,500
January 2014	\$ 13,500
February 2014	\$ 13,500
March 2014	\$ 13,500
April 2014	\$ 13,500
May 2014	\$ 13,500
June 2014	\$ 13,500
July 2014	\$ 13,500
August 2014	\$ 13,500
September 2014	\$ 13,499
Annual Funding Request from City	\$ 161,999

Exhibit "B"

DESCRIPTION OF SERVICES

Link 10 E. US 192/St. Cloud

Serving: Osceola Square Mall, Dept. of Children & Families, Mill Creek, Valencia College-Osceola, Osceola County Health Department- Kissimmee, Center for Women & Family Health, Technical Education Center of Osceola, Osceola Sheriff's Office, St. Cloud Walmart Supercenter, St. Cloud City Hall, Osceola County Health Department- St. Cloud, St. Cloud High School, Orlando Health- St. Cloud, St. Cloud Recreation Center, and NeighborLink 631



ADDENDUM TO AGREEMENT

25. The Funding Partner, on _____, adopted a Comprehensive Policy Plan (the "**CPP**"), which calls for specific level of service improvements in public transportation; and

26. The Funding Partner agrees to appropriate up to a maximum of one hundred sixty-one thousand nine hundred ninety-nine dollars and zero cents (\$161,999) to LYNX for fiscal year 2013-2014 for the provision of public transportation services within the Service Agreement in accordance with this Agreement and to be allocated as follows:

(a) The base operating expenditures funding of \$161,999 shall be for fixed-route bus service, Access LYNX, and other existing services.

(b) The \$161,999 shall be paid by the Funding Partner to LYNX in twelve (12) equal monthly installments by Funding Partner's designated representative and shall be due on the first of each month beginning in October 2013, and payable no later than thirty (30) days after the due date. The first such payment under this Agreement shall be made no sooner than October 1, 2013 or the execution date of this Agreement. Notwithstanding the foregoing, in the event LYNX fails to submit the required quarterly reports or fails to comply with any material terms of this Agreement, the Funding Partner reserves the right to withhold the monthly payment pursuant to Section 3, of this Agreement.

Action Agenda Item #7.F

To: LYNX Board of Directors

From: **Stuart Boggs**
DIRECTOR OF PLANNING & DEVELOPMENT
Andrea Ostrodka
(Technical Contact)
Laura Minns
(Technical Contact)

Phone: 407.841.2279 ext: 6009

Item Name: **Authorization to Adopt Resolution #13-009 Recommending the Locally Preferred Alternatives in the US 192 Alternatives Analysis Study**

Date: 9/19/2013

ACTION REQUESTED:

Staff is requesting the Board of Directors' adopt by Resolution #13-009 the recommended locally preferred alternatives for the US192 Alternatives Analysis as outlined in the attached exhibit.

BACKGROUND:

In 2011, LYNX completed its Vision 2030 plan which identified 22 corridors within the three-county region upon which to focus transit planning and operations resources. These corridors were chosen due to existing and anticipated ridership, development and connectivity with the region's transportation system.

As competitive funding opportunities became available, this plan guided the decision-making process. In 2011 LYNX won a USDOT/FTA discretionary Livability Alternatives Analysis grant for a premium corridor planning study along one of these corridors: US 192 between US 27 and the Turnpike, and portions of US 441/Orange Blossom Trail and John Young Parkway in Osceola County.

LYNX staff managed the study, and in a competitive bid process, Vanasse Hangen Brustlin, Inc., was selected to conduct the study. The selection committee was comprised of two LYNX staff members, and one representative each from Osceola County, City of Kissimmee and FDOT. The study kicked off in the spring of 2012 and is expected to conclude with presentations to the LYNX Board of Directors on September 19 and the MetroPlan Board of Directors in October 2013.

The study considered a wide range of public transportation alternatives to address transportation problems within the US 192 Study Area. Congestion and available transportation options are a big issue for many who live, work or travel within the study area. The goals of this Alternatives Analysis were clear and targeted:

- Improve efficiency in transportation along these corridors by moving more people more efficiently through the corridors
- Improve connectivity and modal split (meaning that there will be a greater proportion of bicycle and transit riders than currently exists in the corridors)
- Increase transit ridership and reduce travel time in the corridors
- Understand and sustain the value of communities and neighborhoods
- Analyze the impact of tourist related trips in the corridors
- Analyze the relationship of transit and existing and proposed land uses
- Understand the transportation needs of the unique population living, working and visiting these corridors
- Improve quality of life for those who live and work along these corridors.

The project has capitalized on past and ongoing planning efforts including those recently completed by the corridor's stakeholders, including:

- LYNX Vision 2030 and Osceola County's Long Range Transit Plan
- County and City adopted local comprehensive plans
- Projects and studies already underway by a number of public and private entities, including the area
- Community Redevelopment Agencies (CRAs)

This study was a regionally-collaborative process and included public input, a Community Liaison Group comprised of businesses and community organizations along the corridor, and a Steering Group comprised of staff members from LYNX, Osceola County, MetroPlan, FDOT, City of Kissimmee, City of St. Cloud, Lake Sumter MPO, and FTA.

RECOMMENDATION:

The US 192 Alternatives Analysis Project Advisory Working Group's Steering Group and LYNX Staff recommend that the LYNX Board adopt by resolution BRT: Build Alternative 2 as defined in Exhibit A (attached). Features of this recommendation include layers of service including local, Bus Rapid Transit (BRT), and Express; median-running BRT on exclusive guideway along six miles of the US 192 corridor generally between Hoagland Avenue and Celebration Avenue; and transit signal priority (TSP) and queue jumps along other portions of the corridor.

FISCAL IMPACT:

The original USDOT grant for this study was in the amount of \$800,000. LYNX provided a required \$200,000 match. There is not a direct fiscal impact associated with this recommendation. The analysis completed in this study, as well as the MPO's adoption of this recommended alternative as the "Locally Preferred Alternative" are generally considered pre-

LYNX Board Agenda

requisites to the project's entrance into the FTA's "Project Development" phase and eligibility for federal funding for construction.

CFRTA RESOLUTION 13-009

A RESOLUTION OF THE CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY (d.b.a. LYNX) ACCEPTING AND ADOPTING THE RECOMMENDED ALTERNATIVE OF THE US 192 ALTERNATIVES ANALYSIS AS THE LOCALLY PREFERRED ALTERNATIVE

WHEREAS, the Central Florida Regional Transportation Authority’s mission is to link our community by providing quality mobility options with innovation, integrity and teamwork; and

WHEREAS, on November 10, 2011, the LYNX Board of Directors adopted the LYNX Vision 2030 Plan; and

WHEREAS, the US 192 Corridor has been identified in the LYNX Vision 2030 Plan as a high capacity transit corridor; and

WHEREAS, a US 192 Bus Rapid Transit (BRT) system connecting major travel destinations such as the Kissimmee Intermodal Facility, the Osceola Parkway SunRail Station, downtown Kissimmee and points west will further enhance the proposed SunRail Commuter Stations, local business districts and community redevelopment areas; and

WHEREAS, a US 192 BRT system may reduce congestion, provide improved mobility and accessibility to businesses and neighborhoods along the corridor, and provide travel times competitive with an automobile; and

WHEREAS, LYNX staff has received public comment through numerous meetings with stakeholders, the public and online comments, and has worked in partnership with Osceola County, Florida Department of Transportation, MetroPlan Orlando, City of Kissimmee, City of St. Cloud, and the Lake-Sumter MPO; and

WHEREAS, LYNX staff has recommended a Locally Preferred Alternative known as ***Bus Rapid Transit – Build Alternative 2*** based on a combination of technical analysis, public comment and fiscal realities;

NOW, THEREFORE, IT IS RESOLVED, by the Board of Directors in lawful session assembled as follows:

SECTION 1: That the LYNX Board of Directors hereby accepts the recommended ***Bus Rapid Transit – Build Alternative 2*** of the US 192 Alternatives Analysis as the Locally Preferred Alternative, and adopts same, a copy of which is attached hereto as Exhibit “A”; and

SECTION 2: That the LYNX Board of Directors transmits the Locally Preferred Alternative to the Federal Transit Administration, Florida Department of Transportation, MetroPlan Orlando, Lake-Sumter MPO, City of Kissimmee, City of St. Cloud, and Osceola County for incorporation into their respective programs and plans.

CERTIFICATION OF THE ADOPTION OF THE PROPOSED RESOLUTION 13-009

APPROVED AND ADOPTED this ____ day of _____, 2013, by the
Governing Board of Directors of the Central Florida Regional Transportation Authority.

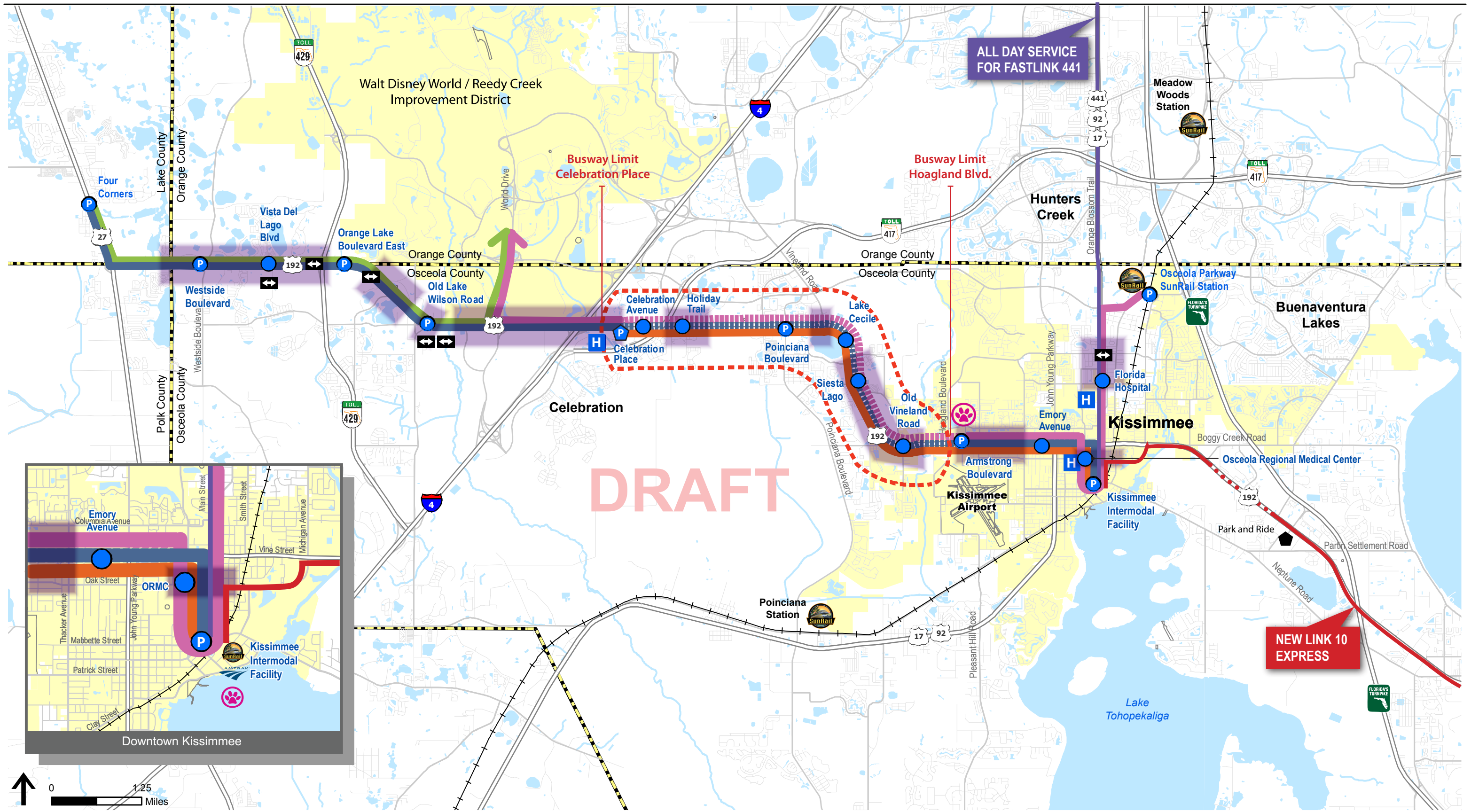
CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY

By: Governing Board

By: _____
Chairman

Attest:

Assistant Secretary



ALL DAY SERVICE FOR FASTLINK 441

NEW LINK 10 EXPRESS

DRAFT

- BRT Stations
- LINK 10 Express
- FASTLINK 441
- SunRail
- Queue Jump
- Nonstop Segment
- Existing Park and Ride
- Station with Parking Available
- Station with Park and Ride Facility
- Transit Signal Priority Area
- Zone Express Service Area
- BRT Route A
- BRT Route B
- BRT Route C
- BRT Route D

US 192 Alternatives Analysis

Project Briefing



Presentation to
LYNX Audit Committee

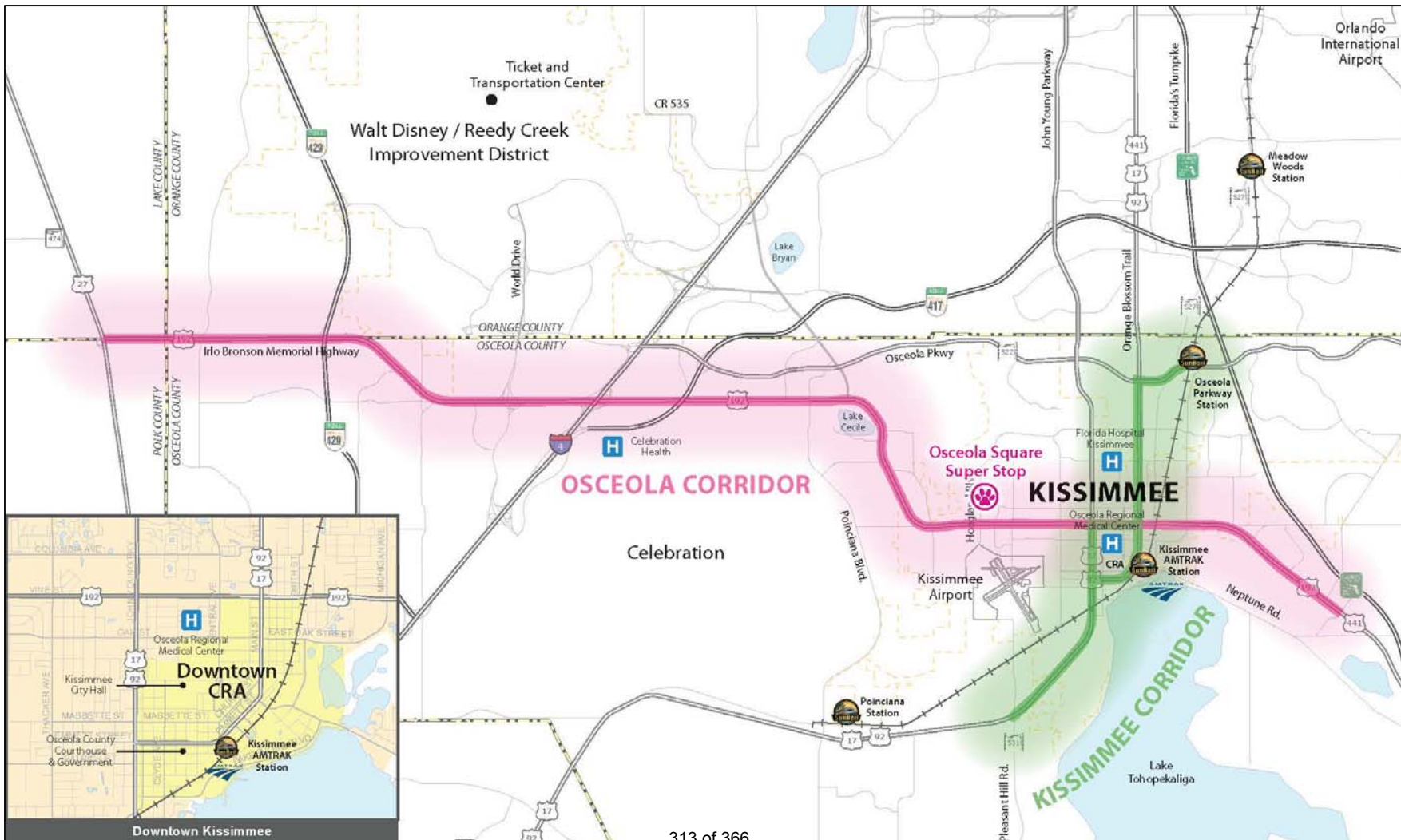


Today's Presentation

- Provide a summary of the US 192 Alternatives Analysis project authorized by the LYNX Board on September 28, 2011.
- Answer any questions regarding the project
- Request a resolution by the LYNX Board to adopt the Recommended Alternative as the **Locally Preferred Alternative**.



Project Location Map



US 192 Problems

- Growing congestion throughout the corridor due to:
 - continuous growth in population and employment
 - increased land use densities
 - exceptional and consistent tourist travel
- A bus system which currently struggles to deliver the service that transit dependent riders desire, as well as attract choice riders
 - deficiencies in both the transit infrastructure and transit service (coverage, frequency, access and performance)
 - Lack of transportation options for all ages, incomes and abilities
 - need for transit-supportive land uses
- A corridor that requires reinvestment and rebranding
 - need for access to employment opportunities and basic services

Project Background and Purpose

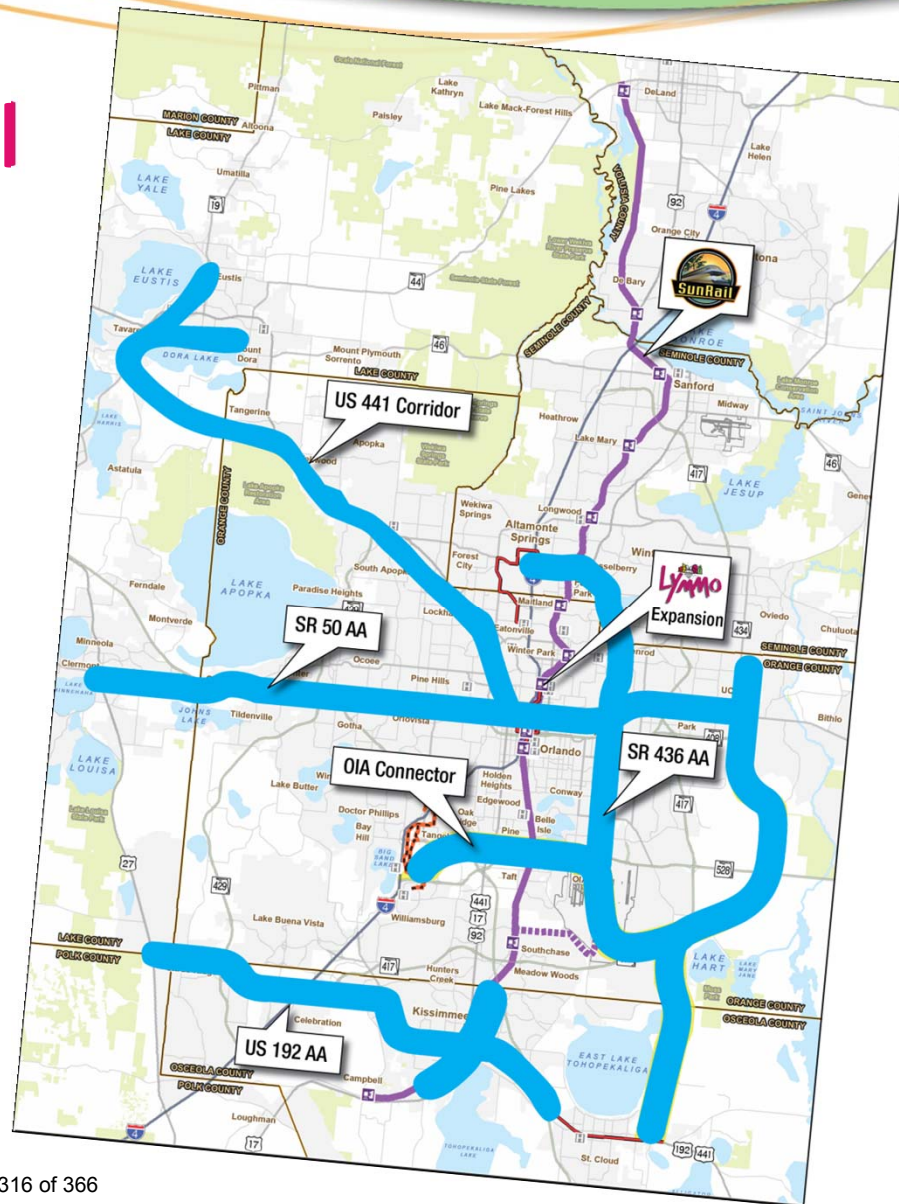
Plans and Policies of Osceola County and LYNX have all focused on the introduction of PREMIUM TRANSIT on US 192

- Osceola Comprehensive Plan
- Osceola County Long Range Transit Plan
- Kissimmee CRA Master Plan
- LYNX Vision 2030
 - LYNX Transit Emphasis Corridors
- LYNX Transit Development Plan




This is important to all of Central Florida

It is the first of many studies exploring the introduction of Premium Transit onto the Region's state roadways with a focus on improving overall regional mobility.





Project Background and Purpose

- LYNX and Osceola County partnered to secure an \$800,000 FTA Discretionary Livability Alternatives Analysis grant for this study
- The goals of the FTA Grant were identified as: 
 - Improve efficiency in transportation along these corridors by moving more people more efficiently
 - Improve connectivity and mode split
 - Increase transit ridership and reduce travel times
 - Understand and sustain the value of communities and neighborhoods
 - Analyze the impact of tourist related trips
 - Analyze the relationship of transit and existing and proposed land uses
 - Understand the transportation needs of the unique populations living, working, and visiting these corridors
 - Improve the quality of life for those who live and work along these corridors

The Opportunity

- Leverage the County's investment in SunRail
- Build on the West 192 Redevelopment Authority's goal to transform the US 192 Corridor
- Help transform the US 192 into a more tourist attractive corridor
- Build on the County's efforts to introduce premium/BRT transit service to the US 192 Corridor
- Introduce an attractive alternative – BRT – to US 192's existing transportation options
- Introduce Central Florida's 1st long-distance BRT Corridor

The Process

- A **proven** FTA transportation planning alternatives analysis effort
 - Data driven, detailed and well-vetted analysis
- Significant **partnerships** and collaboration
- **Extensive engagement** of corridor stakeholders
(community leaders, businesses, Disney, W192 Development Authority)
- Extensive **public outreach** efforts
- Exploration of national **Best Practices** and **Lessons Learned**
- **Overwhelming support** for the Recommended Alternative
 - Osceola County Board of Commissioners
 - City of Kissimmee
 - W192 Development Authority
 - Project Advisory Work Group: *Steering Group*
 - Project Advisory Work Group: *Community Liaison Group*

The Recommended Solution

- The Region's first long-distance corridor BRT system – a permanent transportation investment, in a manner that has a history of improving communities, increasing property values, and attracting additional private investment
- A BRT system that provides corridor travel times competitive with the auto and is attractive to tourists destined for the attractions
- A project with an estimated capital cost consistent with County transportation plans and *supported by a broad array of stakeholders throughout the County and Region*



HOW WE GOT HERE ...



Action Agenda Item #7.G

To: LYNX Board of Directors

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

Phone: 407.841.2279 ext: 6064

Item Name: 2014 State Legislative Priorities

Date: 9/19/2013

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Government Affairs Officer to travel to Tallahassee as needed to advocate and work with the LYNX lobbying teams to pass legislative initiatives designated by the LYNX Board of Directors for the State of Florida's 2014 legislative session.

BACKGROUND:

LYNX support legislation to restrict public transit operators from texting or using mobile or wireless devices while operating a public transit vehicle.

LYNX opposes all diversions of state transportation tax dollars to finance other general purpose government functions

LYNX supports Floridians for Better Transportation effort to "re-capture" the dollars generated by the increase of Tag & Title Fees last year and re-direct them to the TTF.

LYNX opposes Reform of Medicaid where Medicaid NET services are included from their current state to a capitated allocation under an HMO.

LYNX supports legislation to include RTA's as "critical infrastructure"

Support the legislative priorities of partner organizations that are consistent with the direction provided by the LYNX Board of Directors.

2014 State Legislative Priorities



Create Parity for All Florida Colleges to establish Transportation Access Fees

In 2011, Santa Fe State College passed legislation enabling their students to vote to adopt a mobility and transportation fee.

Declining property taxes have reduced county budgets - State Colleges could fill the void by paying for transportation currently funded from local general revenue.

LYNX supports Parity for all Florida Colleges and seeks to expand legislation to provide this funding tool to our region.

Create Parity for All Florida Colleges to establish Transportation Access Fees

In 2011, Santa Fe State College passed legislation to enable their students to adopt mobility and transportation fee through referendum.

Due to property tax revenue declines, Central Florida county governments have reduced budgets for services. State Colleges could

LYNX supports Parity for all Florida Colleges and seeks to expand legislation to provide this funding tool to our region.

Define Multi-County RTA's as Critical Infrastructure Facilities

Regional Transportation systems represent targets for crime and terrorist activities to the traveling public.

Currently, Multi-County RTA's are not considered to face the same threats and vulnerability as Electrical Grids, Oil and Gas Production and Storage, Water Supply, First Response Emergency Services, Banking, and Finance, Telecommunication systems.

LYNX Board of Directors supports enabling multi-jurisdictional RTA's with the same ability to defend their public from harm as do other entities defined as Critical infrastructure.

This action is in keeping with the TSA "see something, say something".

Protect State Transportation and the Transportation Disadvantaged Trust Fund

Diverting the state gas tax from Transportation Trust Funds undermines local work plans.

LYNX supports eliminating diversions of state transportation tax dollars to finance other general purpose functions.

LYNX will continue to Monitor

Statute 337.408 (failed last year) changes to regulations regarding installations within rights-of-way on the State Highway System, but under the control of local governments.

Legislation regarding combining the Orlando-Orange County Expressway Authority, the Osceola Expressway Authority, and adding Seminole and Lake Counties.

priorities of funding partners consistent with the direction of the LYNX Board of Directors.

Action Agenda Item #7.H

To: LYNX Board of Directors

From: **John Lewis**
CHIEF EXECUTIVE OFFICER
Deborah Morrow
(Technical Contact)

Phone: 407.841.2279 ext: 6017

Item Name: Election of the 2014 Board of Directors' Officers

Date: 9/19/2013

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

Jim Goldsmith, LYNX' General Counsel, will preside over the election of officers.

Action Agenda Item #7.I

To: LYNX Board of Directors

From: John Lewis
CHIEF EXECUTIVE OFFICER
Deborah Morrow
(Technical Contact)

Phone: 407.841.2279 ext: 6017

Item Name: Approval of the Board of Directors' 2014 Meeting Dates

Date: 9/19/2013

Staff is requesting the Board of Directors' approval on the following proposed meetings dates for 2014:

January	29, 2014
March	27, 2014
May	22, 2014
July	24, 2014
September	25, 2014
November	13, 2014

Monthly Report A: Financial Reports

To: LYNX Board of Directors

From: Blanche Sherman
DIRECTOR OF FINANCE
Patricia Bryant
(Technical Contact)

Phone: 407.841.2279 ext: 6100

Item Name: Monthly Financial Reports - July 31, 2013

Date: 9/19/2013

Please find attached the monthly financial report for the ten months ending July 31, 2013. LYNX' Balance Sheets, Statement of Revenues, Expenses, and Changes in Net Assets (Operating Statement) for the ten months ending July 31, 2013 reflect total revenue earned in the amount of \$97,249,594 and total expenses incurred in the amount of \$96,072,815 resulting in a net operating profit of \$1,176,779.

- Fixed route, Vanpool, and NeighborLink services resulted in an operating profit of \$293,286 for the ten months of the fiscal year.
- Paratransit services resulted in an operating profit of \$883,494 for the ten months of the fiscal year.

Fixed Route Operations:

The year-to-date Operating Revenues are higher than the budget at 108%. Customer fares are at 110% of the budgeted amount year-to-date, and are 103% of the budgeted amount for the month of July. LYNX' ridership continues to increase into the new fiscal year. Ridership is up by 2.3% year-over-year as of July 31, 2013. If this trend continues, LYNX' ridership will reflect a greater increase for the new fiscal year.

LYNX continues to experience higher than anticipated advertising revenue for the month of July 2013. Actual revenues through July 2013 for advertising on buses, shelters, and in-kind (trade) transactions are \$1,291,935 \$1,022, and \$0-, respectively. Direct Media's staff continue to enhance LYNX' advertising program and to increase the advertising revenue stream. Direct Media's sales staff is actively seeking new clients and working with existing clients to offer an attractive and affordable advertising program.

In an attempt to stabilize fuel cost in the future, LYNX' staff entered into a fuel hedging arrangement with Merrill Lynch Commodities, Incorporated. During the month of July 2013 LYNX locked in eighty-nine percent (89%) of the total monthly purchases, resulting in cap (LYNX locked) prices lower than the future (float) prices. At this time, LYNX is on target with the fuel budget year-to-date, primarily due to fuel hedging gains in the amount of \$265,735. In

the month of July, LYNX paid an average price of \$3.10 (net) per gallon for diesel fuel and \$3.03 (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 July 2013 was \$3.53 (net), which is an indication of potential increases in the price of fuel for LYNX throughout the year. LYNX is currently \$994 over the budget for the fiscal year.

Materials and supplies expenses for vehicle repairs and maintenance are significantly higher than anticipated for the fiscal year to date. For the ten months ending July 31, 2013 costs exceed budget by \$959,600. This is due in part to costs associated with engine repairs for older vehicles no longer under warranty. In addition, LYNX has experienced increased maintenance costs associated with exhaust systems in order to comply with clean air emissions requirements. LYNX' staff is reviewing options to mitigate these costs moving forward.

LYNX' staff proactively seeks ways to maximize operational efficiencies and improve services. As a result, fixed route operating expenses for salaries, wages, and fringe benefits are under budget due to various vacancies, and less vacation, sick, and holiday pay than anticipated as of July 31, 2013. In addition, expenses related to security, contact maintenance services, leases, and other miscellaneous expenses are less than budgeted.

Professional services related to various planning projects 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 profit from Paratransit operations is related to higher than anticipated customer fares and contract revenue as of July 2013. Unleaded fuel consumption for July 2013 is \$1,434 over the budgeted amount due to the increase in revenue hours. We have recognized fuel hedging gains year-to-date in the amount of \$236,552 to offset the increased cost of fuel. LYNX locked in forty-nine percent (49%) of the total monthly purchases, resulting in cap (LYNX locked) prices lower than the future (float) prices. The fuel is budgeted at a net price of \$3.09 (net) per gallon in the FY2013 budget. LYNX is currently paying \$3.02 (net) per gallon. The national unleaded fuel price for the month of July 2013 was \$3.34 (net). This is an indication of an anticipated increase in the price of fuel for LYNX throughout the year. Also, the year-to-date purchased transportation costs are higher than the amounts budgeted due to higher trip costs. An analysis follows:

ACCESS LYNX			
FY2013	Trips (Year-to-Date)	Blended Trip Rate	Costs
Actual (with est.)	577,119	\$27.90	\$16,102,055
Budget (rounding)	573,250	\$26.74	\$15,328,124
Excess Trips/Costs	3,869	\$ 1.16	\$ 773,931

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY
BALANCE SHEETS
JULY 31, 2013 AND 2012
(UNAUDITED)

	2013	2012
ASSETS		
CURRENT ASSETS:		
Cash and cash equivalents	\$ 23,891,087	\$ 22,308,933
Receivables:		
Local, trade and operating assistance	6,083,386	5,114,318
Federal grants	16,585,859	17,364,880
State grants	3,873,933	4,354,448
Inventory	1,655,626	1,579,942
Prepaid expenses and other assets	410,154	1,081,836
Restricted cash and cash equivalents	3,183,914	4,240,900
Deferred outflow of resources	744,896	612,600
	56,428,855	56,657,857
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	92,379,976	87,036,128
Revenue vehicles	114,818,917	106,864,270
Furniture, Fixtures & Equipment	26,773,774	20,802,139
Leasehold improvements	-	-
Total property and equipment	242,544,132	223,274,002
Less: accumulated depreciation	(125,381,691)	(107,336,923)
Construction in progress	13,080,716	15,821,041
	130,243,157	131,758,120
Other assets	60,253	-
	134,498,473	135,953,183
TOTAL ASSETS	\$ 190,927,328	\$ 192,611,040

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY
BALANCE SHEETS
JULY 31, 2013 AND 2012
(UNAUDITED)

	2013	2012
LIABILITIES AND NET ASSETS		
CURRENT LIABILITIES:		
Accounts payable	\$ 7,048,428	\$ 7,969,711
Accrued salaries and related taxes	2,242,785	1,787,948
Accrued compensated absences	3,656,202	3,575,926
Accrued self-insurance liability, current	2,128,388	1,835,748
Leases payable, current	1,210,841	1,164,286
SIB loans payable, current	5,021,344	5,006,318
Deferred operating revenue	4,405,965	4,378,834
Deferred capital	3,176,395	3,704,151
Deferred inflow of resources	744,896	612,600
	<u>29,635,244</u>	<u>30,035,522</u>
Total current liabilities		
NONCURRENT LIABILITIES:		
Leases payable, long-term	310,201	1,521,042
Loans payable	2,392,156	3,158,478
Accrued self-insurance liability, long-term	2,604,634	3,571,896
	<u>5,306,991</u>	<u>8,251,416</u>
Total noncurrent liabilities		
Total liabilities	<u>34,942,235</u>	<u>38,286,938</u>
NET ASSETS:		
Invested in capital assets, net of related debt	124,375,523	123,926,968
Restricted	91,276	536,750
Unrestricted	31,518,294	29,860,384
	<u>155,985,093</u>	<u>154,324,102</u>
Total net assets		
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 190,927,328</u>	<u>\$ 192,611,040</u>

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY
STATEMENT OF REVENUES AND EXPENSES
FOR THE MONTH OF JULY 2013 AND THE TEN MONTHS ENDED JULY 31, 2013
(UNAUDITED)

	Year to Date			Month of July		
	Budget	Actual	%	Budget	Actual	%
OPERATING REVENUES						
Customer Fares	\$ 22,085,510	\$ 24,196,780	110%	\$ 2,208,548	\$ 2,286,800	104%
Contract Services:						
Local Financial Assistance	6,923,103	6,183,060	89%	693,576	570,239	82%
Other Contractual Services	7,333,254	8,340,754	114%	733,326	855,814	117%
Advertising	1,270,833	1,292,957	102%	127,083	140,683	111%
Other Operating Income	347,083	485,323	140%	34,708	229,372	661%
Total Operating Revenues	<u>37,959,783</u>	<u>40,498,874</u>	107%	<u>3,797,241</u>	<u>4,082,908</u>	108%
NONOPERATING REVENUES						
Operating assistance grants:						
Federal	625,000	625,000	100%	62,500	62,500	100%
State of Florida	7,858,828	7,791,392	99%	785,883	779,139	99%
Local	32,767,591	32,704,996	100%	3,276,758	3,267,169	100%
Planning and other assistance grants:						
Federal - Commuter Rail Project	-	-	0%	-	-	0%
Federal - Other	16,695,321	14,567,464	87%	2,122,485	1,781,103	84%
State of Florida - Commuter Rail Project	-	-	0%	-	-	0%
State of Florida - BRT Circulator Project	-	-	0%	-	-	0%
State of Florida - Other	996,667	1,011,750	102%	99,667	102,750	103%
Local Matching - BRT Circulator Project	-	-	0%	-	-	0%
Local Matching - Other	-	-	0%	-	-	0%
Interest Income	125,000	43,619	35%	12,500	3,791	30%
Gain / (Loss) on Sale of Assets	-	6,499	N/A	-	-	N/A
Total Nonoperating Revenues	<u>59,068,407</u>	<u>56,750,720</u>	96%	<u>6,359,793</u>	<u>5,996,452</u>	94%
Total Revenues	<u>97,028,190</u>	<u>97,249,594</u>	100%	<u>10,157,034</u>	<u>10,079,360</u>	99%
OPERATING EXPENSES						
Salaries and Wages	34,214,173	32,856,403	96%	3,483,796	3,396,579	97%
Fringe Benefits	19,034,293	17,612,964	93%	1,841,051	1,788,709	97%
Purchased Transportation Services	16,553,615	17,592,581	106%	1,861,448	1,988,632	107%
Fuel	13,492,122	13,494,550	100%	1,350,478	1,460,782	108%
Other Materials and Supplies	4,828,096	5,366,636	111%	482,810	606,958	126%
Professional Services	3,465,012	2,172,051	63%	544,816	320,209	59%
Other Services	3,622,448	3,387,954	94%	362,244	347,571	96%
Lease and Miscellaneous Expenses	671,705	591,458	88%	67,170	62,944	94%
Casualty and Liability Insurance	1,492,898	1,341,324	90%	149,290	128,598	86%
Utilities	1,125,085	1,108,051	98%	112,508	114,726	102%
Taxes and Licenses	358,483	397,781	111%	35,849	6,483	18%
Interest Expense	112,209	151,062	135%	11,221	13,804	123%
Total Operating Expenses	<u>98,970,139</u>	<u>96,072,815</u>	97%	<u>10,302,681</u>	<u>10,235,995</u>	99%
OPERATING GAIN / (LOSS)	<u>\$ (1,941,949)</u>	<u>\$ 1,176,779</u>	N/A	<u>\$ (145,647)</u>	<u>\$ (156,635)</u>	N/A

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY
FIXED-ROUTE, VANPOOL AND PICK-UP LINE SEGMENT
STATEMENT OF REVENUES AND EXPENSES
FOR THE MONTH OF JULY 2013 AND THE TEN MONTHS ENDED JULY 31, 2013
(UNAUDITED)

	Year to Date			Month of July		
	Budget	Actual	%	Budget	Actual	%
OPERATING REVENUES						
Customer Fares	\$ 20,728,735	\$ 22,750,773	110%	\$ 2,072,871	\$ 2,143,935	103%
Contract Services:						
Local Financial Assistance	6,923,103	6,183,060	89%	693,576	570,239	82%
Other Contractual Services	313,684	1,258,740	401%	31,369	130,443	416%
Advertising	1,270,833	1,292,957	102%	127,083	140,683	111%
Other Operating Income	347,083	485,323	140%	34,708	229,372	661%
Total Operating Revenues	<u>29,583,438</u>	<u>31,970,853</u>	108%	<u>2,959,607</u>	<u>3,214,672</u>	109%
NONOPERATING REVENUES						
Operating assistance grants:						
Federal	625,000	625,000	100%	62,500	62,500	100%
State of Florida	7,858,828	7,791,392	99%	785,883	779,139	99%
Local	23,692,482	23,500,011	99%	2,369,248	2,169,248	92%
Planning and other assistance grants:						
Federal - Commuter Rail Project	-	-	0%	-	-	0%
Federal - Other	13,821,405	12,043,177	87%	1,629,006	1,602,892	98%
State of Florida - Commuter Rail Project	-	-	0%	-	-	0%
State of Florida - BRT Circulator Project	-	-	0%	-	-	0%
State of Florida - Other	996,667	1,011,750	102%	99,667	102,750	103%
Local Matching - BRT Circulator Project	-	-	0%	-	-	0%
Local Matching - Other	-	-	0%	-	-	0%
Interest Income	125,000	43,619	35%	12,500	3,791	30%
Gain / (Loss) on the Sale of Assets	-	6,499	N/A	-	-	N/A
Total Nonoperating Revenues	<u>47,119,382</u>	<u>45,021,448</u>	96%	<u>4,958,804</u>	<u>4,720,320</u>	95%
Total Revenues	<u>76,702,820</u>	<u>76,992,301</u>	100%	<u>7,918,411</u>	<u>7,934,992</u>	100%
OPERATING EXPENSES						
Salaries and Wages	33,916,590	32,531,108	96%	3,453,921	3,364,539	97%
Fringe Benefits	18,843,881	17,439,101	93%	1,821,614	1,771,126	97%
Purchased Transportation Services	1,083,165	1,389,929	128%	108,316	209,019	193%
Fuel	11,191,552	11,192,546	100%	1,120,421	1,191,377	106%
Other Materials and Supplies	4,805,896	5,358,299	111%	480,590	606,658	126%
Professional Services	3,289,430	2,068,114	63%	527,258	308,054	58%
Other Services	3,457,889	3,191,709	92%	345,788	347,571	101%
Lease and Miscellaneous Expenses	664,267	584,882	88%	66,426	62,826	95%
Casualty and Liability Insurance	1,492,898	1,341,324	90%	149,290	128,598	86%
Utilities	1,075,268	1,065,139	99%	107,526	111,372	104%
Taxes and Licenses	321,654	385,802	120%	32,166	9,719	30%
Interest Expense	112,209	151,062	135%	11,221	13,804	123%
Total Operating Expenses	<u>80,254,699</u>	<u>76,699,015</u>	96%	<u>8,224,537</u>	<u>8,124,663</u>	99%
OPERATING GAIN / (LOSS)	<u>\$ (3,551,879)</u>	<u>\$ 293,286</u>	N/A	<u>\$ (306,126)</u>	<u>\$ (189,671)</u>	N/A

**CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY
 PARATRANSIT SEGMENT
 STATEMENT OF REVENUES AND EXPENSES
 FOR THE MONTH OF JULY 2013 AND THE TEN MONTHS ENDED JULY 31, 2013
 (UNAUDITED)**

	Year to Date			Month of July		
	Budget	Actual	%	Budget	Actual	%
OPERATING REVENUES						
Customer Fares	\$ 1,356,775	\$ 1,446,007	107%	\$ 135,677	\$ 142,865	105%
Contract Services:						
Local Financial Assistance	-	-	0%	-	-	0%
Other Contractual Services	7,019,570	7,082,014	101%	701,957	725,371	103%
Advertising	-	-	0%	-	-	0%
Other Operating Income	-	-	0%	-	-	0%
Total Operating Revenues	<u>8,376,345</u>	<u>8,528,021</u>	102%	<u>837,634</u>	<u>868,236</u>	104%
NONOPERATING REVENUES						
Operating assistance grants:						
Federal	-	-	0%	-	-	0%
State of Florida	-	-	0%	-	-	0%
Local	9,075,109	9,204,985	101%	907,510	1,097,921	121%
Planning and other assistance grants:						
Federal - Commuter Rail Project	-	-	0%	-	-	0%
Federal - Other	2,873,916	2,524,287	88%	493,479	178,211	36%
State of Florida - Commuter Rail Project	-	-	0%	-	-	0%
State of Florida - BRT Circulator Project	-	-	0%	-	-	0%
State of Florida - Other	-	-	N/A	-	-	N/A
Local Matching - BRT Circulator Project	-	-	0%	-	-	0%
Local Matching - Other	-	-	0%	-	-	0%
Interest Income	-	-	0%	-	-	0%
Gain / (Loss) on the Sale of Assets	-	-	0%	-	-	0%
Total Nonoperating Revenues	<u>11,949,025</u>	<u>11,729,272</u>	98%	<u>1,400,989</u>	<u>1,276,132</u>	91%
Total Revenues	<u>20,325,370</u>	<u>20,257,293</u>	100%	<u>2,238,623</u>	<u>2,144,368</u>	96%
OPERATING EXPENSES						
Salaries and Wages	297,583	325,295	109%	29,875	32,040	107%
Fringe Benefits	190,412	173,863	91%	19,437	17,583	90%
Purchased Transportation Services	15,470,450	16,202,652	105%	1,753,132	1,779,613	102%
Fuel	2,300,570	2,302,004	100%	230,057	269,405	117%
Other Materials and Supplies	22,200	8,337	38%	2,220	300	14%
Professional Services	175,582	103,937	59%	17,558	12,155	69%
Other Services	164,559	196,244	119%	16,456	-	0%
Lease and Miscellaneous Expenses	7,438	6,576	88%	744	118	16%
Casualty and Liability Insurance	-	-	0%	-	-	0%
Utilities	49,817	42,912	86%	4,982	3,354	67%
Taxes and Licenses	36,829	11,979	33%	3,683	(3,236)	-88%
Interest Expense	-	-	0%	-	-	0%
Total Operating Expenses	<u>18,715,440</u>	<u>19,373,799</u>	104%	<u>2,078,144</u>	<u>2,111,332</u>	102%
OPERATING GAIN / (LOSS)	<u>\$ 1,609,930</u>	<u>\$ 883,494</u>	N/A	<u>\$ 160,479</u>	<u>\$ 33,036</u>	N/A

Monthly Report B: LYNX American Recovery and Reinvestment Act Project Status Report

To: LYNX Board of Directors

From: **Stuart Boggs**
DIRECTOR OF PLANNING & DEVELOPMENT
Blanche Sherman
(Technical Contact)
Jeffrey Reine
(Technical Contact)
Selita Stubbs
(Technical Contact)

Phone: 407.841.2279 ext: 6009

Item Name: LYNX American Recovery and Reinvestment Act Project Status Report

Date: 9/19/2013

LYNX is still awaiting response from the Federal Transit Administration (FTA) regarding the 2nd waiver request to increase the amount of carryover to FY 2014 for funds that could be at risk of de-obligation by October 2013. Meanwhile, LYNX staff continues to work with FTA to confirm approval of budget revision #8 for the capital cost of contracting and completion of remaining projects.

As for project activities, CHK America (contractor) is designing the signage for the LYNX bus stops throughout the service area. The contractor has evaluated existing signage, created/submitted multiple iterations of design as part of phase one and is currently awaiting further comments from Lynx before proceeding to final design.

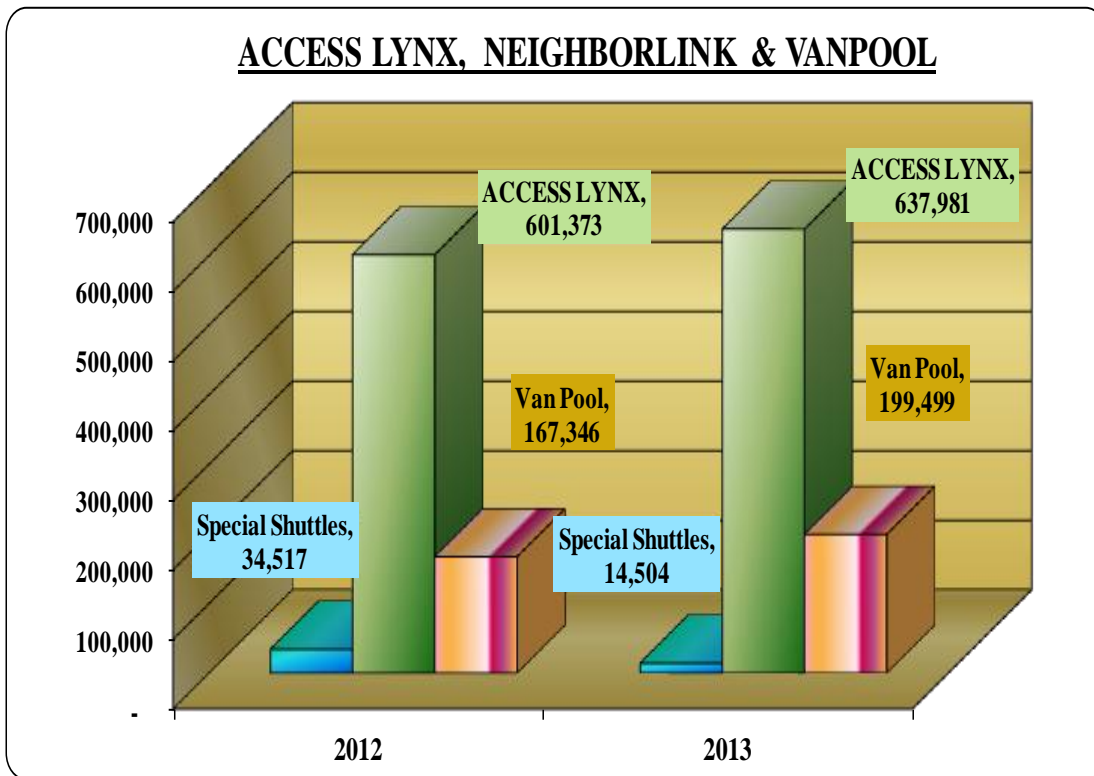
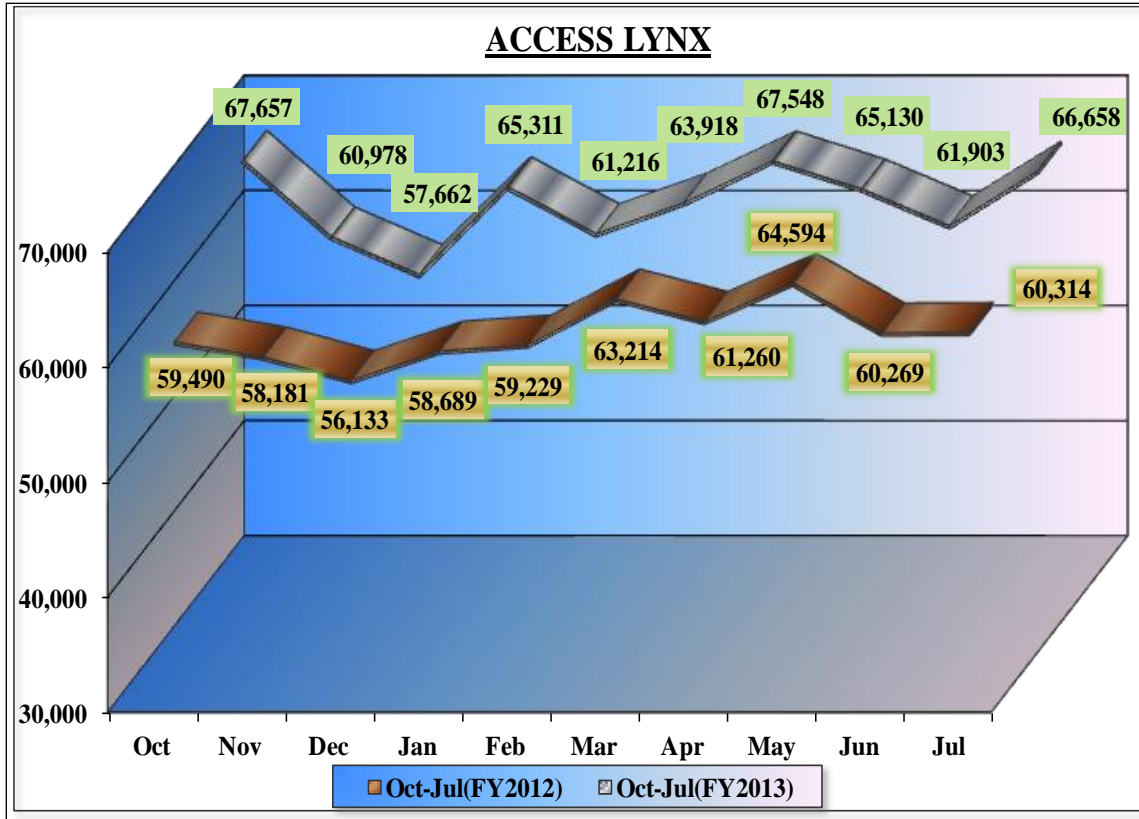
The next 1512 quarterly report is due October 10, 2013.

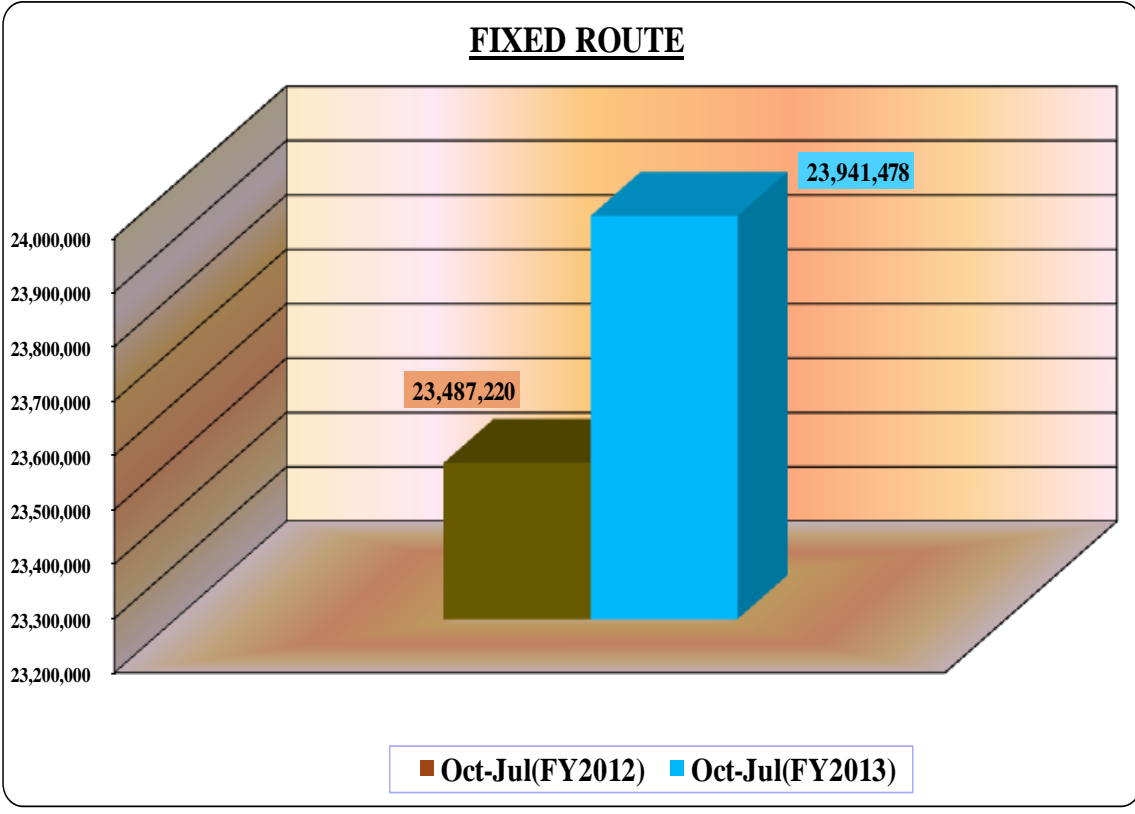
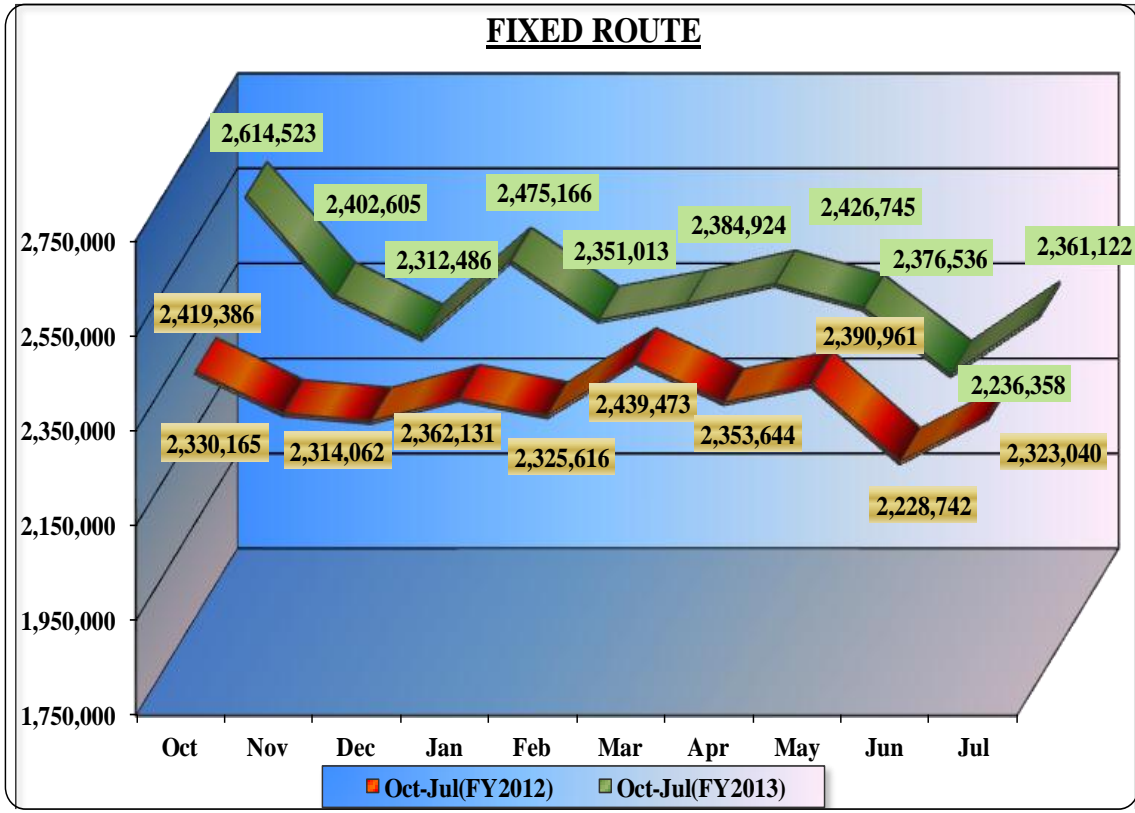
Monthly Report C: Ridership Report

To: LYNX Board of Directors
From: **Stuart Boggs**
 DIRECTOR OF PLANNING & DEVELOP
OLANREWAJU ADELEKAN
 (Technical Contact)
Andrea Ostrodka
 (Technical Contact)
Phone: 407.841.2279 ext: 6009
Item Name: Ridership Report
Date: 9/19/2013

Year to date (October- July) Preliminaries

<i>Service Mode</i>	<i>Oct-Jul(FY2012)</i>	<i>Oct-Jul(FY2013)</i>	<i>% Change</i>
LYMMO	751,572	700,007	-6.86%
Fixed Route	22,618,329	23,122,416	2.23%
NeighborLink	117,319	119,055	1.48%
SUBTOTAL - FIXED ROUTE	23,487,220	23,941,478	1.93%
Special Shuttles	34,517	14,504	N/A
ACCESS LYNX	601,373	637,981	6.09%
Van Pool	167,346	199,499	19.21%
SUBTOTAL - OTHER SERVICES	803,236	851,984	6.07%
TOTAL ALL SERVICES	24,290,456	24,793,462	2.07%





Average Daily Ridership by Mode

<i>Service Mode</i>	<i>Day</i>	<i>July-12</i>	<i>July-13</i>	<i>% Change</i>
LYMMO	Weekday	3,211	2,864	-10.81%
	Saturday	1,279	955	-25.37%
	Sunday	1,151	933	-18.92%
All Other Links	Weekday	84,085	80,853	-3.84%
	Saturday	61,595	60,683	-1.48%
	Sunday	36,776	36,871	0.26%
Total Fixed Route	Weekday	87,296	83,717	-4.10%
	Saturday	62,874	61,637	-1.97%
	Sunday	37,927	37,804	-0.32%
ACCESS LYNX	Weekday	2,826	2,577	-8.81%
	Saturday	1,287	1,104	-14.17%
	Sunday	442	504	13.92%
NeighborLink	Weekday	419	508	21.22%
	Saturday	302	333	10.35%
Van Pool	Weekday	689	1,032	49.74%
	Saturday	98	270	176.50%
	Sunday	167	246	47.19%
TOTAL LYNX SERVICES	Weekday	91,230	87,833	-3.72%
	Saturday	64,560	63,344	-1.88%
	Sunday	38,536	38,554	0.05%

The following new links were added in December 2012

Link 416 – Poinciana/ Haines City

Link 427 – US 27/ Haines City

On February 1st 2013, the following link was added:

Link 212 – UCF Shuttle

On August 11, 2013, Link 4 was split in two become:

- Link 4 – Osceola to Florida mall
- Link 107 – LCS to Florida mall

Fiscal Year 2013													
<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	79,272	67,129	61,048	72,883	70,022	70,320	73,769	71,839	60,306	73,419			700,007
Fixed Route	2,522,633	2,324,013	2,240,871	2,390,425	2,269,566	2,302,479	2,340,319	2,292,457	2,164,454	2,275,199			23,122,416
NeighborLink	12,618	11,463	10,567	11,858	11,425	12,125	12,657	12,240	11,598	12,504			119,055
SUBTOTAL - FIXED ROUTE	2,614,523	2,402,605	2,312,486	2,475,166	2,351,013	2,384,924	2,426,745	2,376,536	2,236,358	2,361,122	-	-	23,941,478
Special Shuttles	50	52	1,834	5,307	1,098	139	661	1,725	-	3,638			14,504
ACCESS LYNX	67,657	60,978	57,662	65,311	61,216	63,918	67,548	65,130	61,903	66,658			637,981
VanPlan	18,552	16,304	16,215	19,460	18,760	20,307	21,728	23,271	22,161	22,741			199,499
SUBTOTAL - OTHER SERVICES	86,259	77,334	75,711	90,078	81,074	84,364	89,937	90,126	84,064	93,037	-	-	851,984
TOTAL ALL SERVICES	2,700,782	2,479,939	2,388,197	2,565,244	2,432,087	2,469,288	2,516,682	2,466,662	2,320,422	2,454,159			24,793,462
% Change From Fiscal Year 2012 To Fiscal Year 2013													
<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	-2.3%	-10.5%	-13.6%	-0.4%	-3.9%	-2.5%	1.1%	-9.7%	-19.3%	-7.6%			-6.9%
Fixed Route	8.5%	3.6%	0.4%	5.0%	1.3%	-2.2%	3.1%	-0.3%	1.0%	1.9%			2.2%
NeighborLink	2.8%	-4.7%	-11.6%	-4.5%	-4.3%	1.1%	7.5%	2.9%	5.0%	25.0%			1.5%
SUBTOTAL - FIXED ROUTE	8.1%	3.1%	-0.1%	4.8%	1.1%	-2.2%	3.1%	-0.6%	0.3%	1.6%			1.9%
Special Shuttles		-99.7%	-84.0%	48.0%	68.7%	-60.1%	352.7%	771.2%	-100.0%	19047.4%			-58.0%
ACCESS LYNX	13.7%	4.8%	2.7%	11.3%	3.4%	1.1%	10.3%	0.8%	2.7%	10.5%			6.1%
VanPlan	7.7%	-2.1%	8.4%	13.6%	8.2%	12.9%	20.4%	38.6%	42.2%	45.5%			19.2%
SUBTOTAL - OTHER SERVICES	12.4%	-16.8%	-8.3%	13.4%	5.0%	3.5%	13.2%	10.5%	10.8%	22.5%			6.1%
TOTAL ALL SERVICES	8.2%	2.3%	-0.4%	5.1%	1.2%	-2.1%	3.4%	-0.2%	0.7%	2.3%			2.1%
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	12,023	11,955	12,413	11,942	11,993	11,775	11,900	11,041	10,000	11,354	11,123	139,796
SUBTOTAL - FIXED ROUTE	2,419,386	2,330,165	2,314,062	2,362,131	2,325,616	2,439,473	2,353,644	2,390,961	2,228,742	2,323,040	2,472,909	2,362,596	28,322,725
Special Shuttles	0	18,118	11,446	3,587	651	348	146	198	4	19	0	237	34,754
ACCESS LYNX	59,490	58,181	56,133	58,689	59,229	63,214	61,260	64,594	60,269	60,314	64,276	59,740	725,389
VanPlan	17,228	16,648	14,962	17,131	17,332	17,985	18,054	16,790	15,588	15,628	17,414	15,384	200,144
SUBTOTAL - OTHER SERVICES	76,718	92,947	82,541	79,407	77,212	81,547	79,460	81,582	75,861	75,961	81,690	75,361	960,287
TOTAL ALL SERVICES	2,496,104	2,423,112	2,396,603	2,441,538	2,402,828	2,521,020	2,433,104	2,472,543	2,304,603	2,399,001	2,554,599	2,437,957	29,283,012

Monthly Report D: Planning and Development Report

To: LYNX Board of Directors

From: **Stuart Boggs**
DIRECTOR OF PLANNING & DEVELOPMENT
Andrea Ostrodka
(Technical Contact)
Stanimira Bourova
(Technical Contact)
Belinda Balleras
(Technical Contact)

Phone: 407.841.2279 ext: 6009

Item Name: Planning and Development Report

Date: 9/19/2013

STRATEGIC PLANNING

COMPREHENSIVE OPERATIONAL ANALYSIS (COA)

The consultant team is performing a cost and Title VI analysis for each of the draft recommendations. LYNX staff is preparing to meet with each of its funding partners to review the proposed recommendations and costs, as well as discuss short and long term priorities.

US 192 ALTERNATIVES ANALYSIS

In 2010, LYNX completed its Vision 2030 plan which identified 22 corridors within the three-county region upon which to focus transit planning and operations resources. These corridors were chosen due to existing and anticipated ridership, development and connectivity with the region's transportation system.

As competitive funding opportunities became available, this plan guided the decision-making process. In 2011 LYNX won a USDOT/FTA discretionary Livability Alternatives Analysis grant for a premium corridor planning study along one of these corridors: US 192 between US 27 and the Turnpike, and portions of US 441/Orange Blossom Trail and John Young Parkway in Osceola County.

The study considered a wide range of public transportation alternatives to address transportation problems within the US 192 Study Area. Congestion and available transportation options are a big issue for many who live, work or travel within the study area. The goals of this Alternatives Analysis were clear and targeted:

- Improve efficiency in transportation along these corridors by moving more people more efficiently through the corridors
- Improve connectivity and modal split (meaning that there will be a greater proportion of bicycle and transit riders than currently exists in the corridors)
- Increase transit ridership and reduce travel time in the corridors
- Understand and sustain the value of communities and neighborhoods
- Analyze the impact of tourist related trips in the corridors
- Analyze the relationship of transit and existing and proposed land uses
- Understand the transportation needs of the unique population living, working and visiting these corridors
- Improve quality of life for those who live and work along these corridors.

This study was a regionally-collaborative process and included public input, a Community Liaison Group comprised of businesses and community organizations along the corridor, and a Steering Group comprised of staff members from LYNX, Osceola County, MetroPlan, FDOT, City of Kissimmee, City of St. Cloud, Lake Sumter MPO, and FTA.

The US 192 Alternatives Analysis Project Advisory Working Group's Steering Group and LYNX Staff will be recommending that the LYNX Board adopt Build Alternative 2 which includes layers of service including local, Bus Rapid Transit (BRT), and Express; median-running BRT on exclusive guideway along six miles of the US 192 corridor and transit signal priority (TSP) and queue jumps along other portions of the corridor.

SR 50 ALTERNATIVES ANALYSIS

Data collection and analysis is underway on this study. LYNX planning staff and the consultant hosted a bus tour of the SR 50 project corridor on August 21st. The tour provided and opportunity for the study participants to familiarize themselves with the challenges and opportunities along the corridor that will inform the development of transportation alternatives.

GEOGRAPHIC INFORMATION SYSTEM (GIS)

The hardware and the software to support the implementation of the VUEWorks and the Bus Stop Accessibility Study and Database Design project was delivered and LYNX' GIS staff is working with Data Transfer Solutions on the installation and configuration. All stop data collected in January and February, including pictures for each stop is uploaded to LYNX' servers. The configuration of the database and the mobile and desktop components will be completed by the end of August and the system will be tested for new stops data collection and or execution and reporting on maintenance work orders.

All ESRI GIS software and TBEST were updated to version 10.1. In addition to the VUEWorks SDE database LYNX GIS team is working on the design and data population of two supporting SDE database to host the base map and LYNX' GIS layers currently used for GIS processing and analysis. That migration and publishing the information as a GIS Server services will enhance the accessible for the users with ArcGIS Desktop software and will also support the development

of web maps for sharing the same data with staff that do not use ArcGIS desktop, but will benefit from the data.

LYNX GIS staff is working on publishing a tiled image service from the most recent FDOT aerial photography to be added as supporting base map for VUE Works web application and the GIS Server Mobile Component.

GIS and Service Planning are working on evaluation of the SunRail feeder services. GIS data was updated with the fixed route changes for the system that took place in August. The published Map Books for each route have been updated as well as the route data within the GIS interactive maps and the published system map. Staff has completed the GIS analysis for percent of route length by jurisdiction reflecting the changes for August. GIS is working with Communications on migrating the GIS web pages, connected to GoLYNX with maps and data downloads from a server long due to be retired to a newer machine hosted at DTS premises.

SERVICE PLANNING

LAKE COUNTY SERVICE REDUCTIONS

On July 30, 2013 the Lake County Board of County Commissioners took official action to discontinue funding LYNX services that operate within Lake County. Effective Sept. 15, 2013 Link 55 will no longer serve stops within Lake County. The new terminus will be 0.88 miles east of the Osceola/Lake County line at U.S 192 and Legacy Boulevard. In order to maintain the current regional connectivity between Osceola and Polk counties, Polk County has indicated that they will reroute Link 427 to serve all stops along U.S. 192 between U.S. 27 and Legacy Boulevard previously served by Link 55. However, the Walmart shopping plaza at Cagan Crossings on U.S. 27 will no longer be served by either route.

Link 204, Clermont to LYNX Central Station in downtown Orlando, will be eliminated after completing the scheduled service on Oct. 18. A public hearing for the route's termination will be held on Tuesday, Sept. 24, 2013 from 5 to 8:00 p.m. at the Clermont Community Center, Room "B" 620 W. Montrose St. in Clermont. The public comment period will run from Sept. 1st to Oct. 15th.

AUGUST 11, 2013 SERVICE ADJUSTMENTS

Beginning on July 29th and continuing through August 12th, LYNX staff provided living alerts to transit riders to familiarize them with the August service changes. Living alerts were conducted at Lynx Central Station, as well as at other transit centers within Seminole, Orange and Osceola Counties.

SUNRAIL BUS FEEDER PLAN

Service Planning staff continued development of the bus feeder plan that will be implemented in April of 2014 to support the opening of Sun Rail commuter rail service in May of 2014. As part

of this effort, staff met with FDOT and HDR staff on August 23rd to discuss the particulars of the program and will be revising the plan based on this input. FDOT and LYNX staff will continue to meet to finalize the bus feeder plan in advance of the May 2014 start of SunRail service.

KNIGHT/LYNX BUS SERVICE

Service Planning staff worked with the University of Central Florida (UCF) Student Government Association (SGA) on development of a service contract for the University's KnightLYNX bus service. This service provides transportation for UCF students on Fridays and Saturdays to neighborhoods around the campus, to areas along Alafaya Trail, and to downtown Orlando. KnightLYNX provides a safe transportation alternative to students who would otherwise have to drive to these locations. KnightLYNX service is provided under contract to UCF during the academic year.

GRANTS

Orlando Housing Authority (OHA) Partnership:

LYNX is waiting on award of Service Development Grants before executing a Memorandum of Agreement with OHA. Based on award, OHA has agreed, in principle, to utilize their available funds as a local match for the services.

Veterans Transportation Resources and Community Services (TRACS):

At the prior Board of Directors meeting on July 25, 2013, the board authorized the Award of Contract to Alesig Consulting, LLC for consultant services for design, deployment, and evaluation of the one-stop utility for the Veterans Transportation and Community Living Initiative.

Federal Transit Administration (FTA) August 2013 Quarterly Meeting

FTA's Quarterly Oversight Meeting was held at the Lynx Central Station on August 23, 2013. Dr. Yvette Taylor, FTA Regional Administrator was in attendance along with several members of her staff from the Region IV (Atlanta) office. Although the agenda was pretty extensive; all items were addressed in detail. Included as items for discussion were both, the Parramore BRT Expansion and the East/West Downtown Circulator Projects. LYNX staff provided a thorough report on the status and progress of both projects; advising that the East/West Downtown circulator Project is currently ahead of schedule and the design for the Parramore BRT Expansion Project is ninety-percent (90%) complete and is currently being reviewed by LYNX and its contractor.

Monthly Report E: Communications Report

To: LYNX Board of Directors

From: Matthew Friedman
 DIRECTOR OF MARKETING COMM
 Ro Norman
 (Technical Contact)
 Maria Colon
 (Technical Contact)

Phone: 407.841.2279 ext: 6206

Item Name: Communications Report
 Communications Report

Date: 9/19/2013

Advertising Sales

ADVERTISING SALES	JULY 2013
Advertising Sales Revenue	\$ 138,183
Net Revenue to LYNX Fiscal Year to Date	\$ 1,267,957

Website Usage

WEBSITE USAGE	JULY 2013	AUGUST 2013
Total Page Views	360,262	408,860
Total User Visits	93,105	103,996

SOCIAL MEDIA USAGE	JULY 2013	AUGUST 2013
Facebook Likes	1,289	1,381
Facebook – # of People Talking About Us	131	208
Twitter Followers	452	487

Vanpool Program

VANPOOLS	JULY 2013	AUGUST 2013
Vanpool Participants	662	673*
Total Revenue Miles YTD	1,345,718	1,519,463*
New Vanpools	0	2
Returned Vanpools	0	0
Current Vans in Service	86	88
Pending Vanpool Interest	KSC (1)	KSC (1)
	TSA (3)	TSA (3)
	DEPARTMENT OF DEFENSE (1)	DEPARTMENT OF DEFENSE (2)
	VETERANS AFFAIRS (7)	VETERANS AFFAIRS (8)
	LOCKHEED MARTIN(1)	LOCKHEED MARTIN(1)
	COLEMAN PRISON(3)	COLEMAN PRISON(5)
	DISNEY(20)	DISNEY(20)
	ORLANDO HEALTH(1)	ORLANDO HEALTH(1)
Phone Inquiries	52	47*

*Estimated numbers

Tunes in the Terminal

LYNX' 2nd Annual Summer Concert Series, Tunes in the Terminal, offered passengers six weeks of free concerts. The tunes ranged from classic rock, pop and smooth jazz to folk, country and reggae. More than 1,550 customers enjoyed the variety of music provided by Central Florida musicians in the LYNX Central Station Terminal. Tunes in the Terminal ran Tuesdays July 16-Aug. 20 from 11:30am-12:30pm. This was a way to bring summer fun for our passengers and downtown Orlando.

Jennifer Thompson's Back to School Event

Hundreds of parents and students attended Orange County District 4 Commissioner Jennifer Thompson's Back to School event on Saturday, Aug. 10. LYNX hosted a table and provided route information and face painting for the children. Attendees were excited to learn about the new Meadow Woods route that will begin in December.

SunRail Sneak Peek Event

LYNX provided transportation for the exclusive SunRail sneak peek event on Aug. 12, 2013. More than 30 special guests and media attended the event.

Full Sail University Networking Summit

LYNX participated in the Full Sail University Networking Summit on Monday, August 26, 2013. 700 students registered to attend the event. Roughly 150 students visited the LYNX booth to sign up for service alerts via LYNX social media channels.

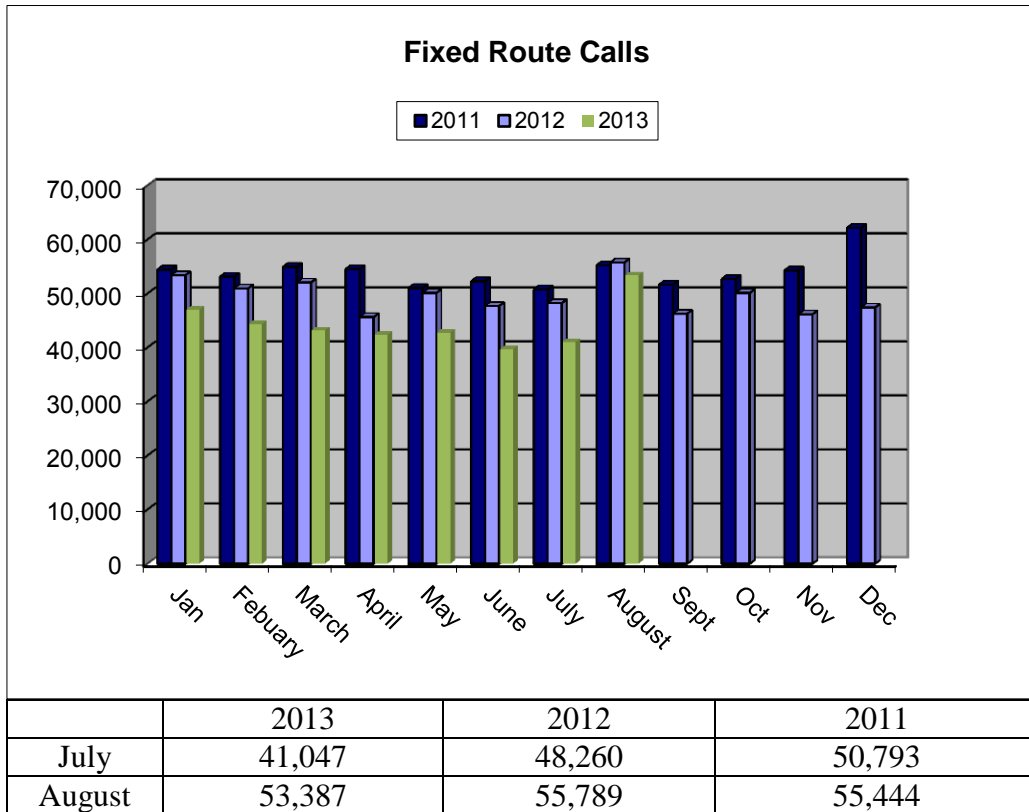
Osceola Back to School Bash

The Foundation for Osceola Education, Inc. hosted a "Happy New Year" bash for Osceola School District employees on Wednesday, August 28, 2013. The Back to School event was a fun and informative way for hundreds of Osceola County School District employees to kick off the 2013-2014 school year. LYNX provided information about the new Kissimmee Intermodal Center.

FPTA Board Meeting

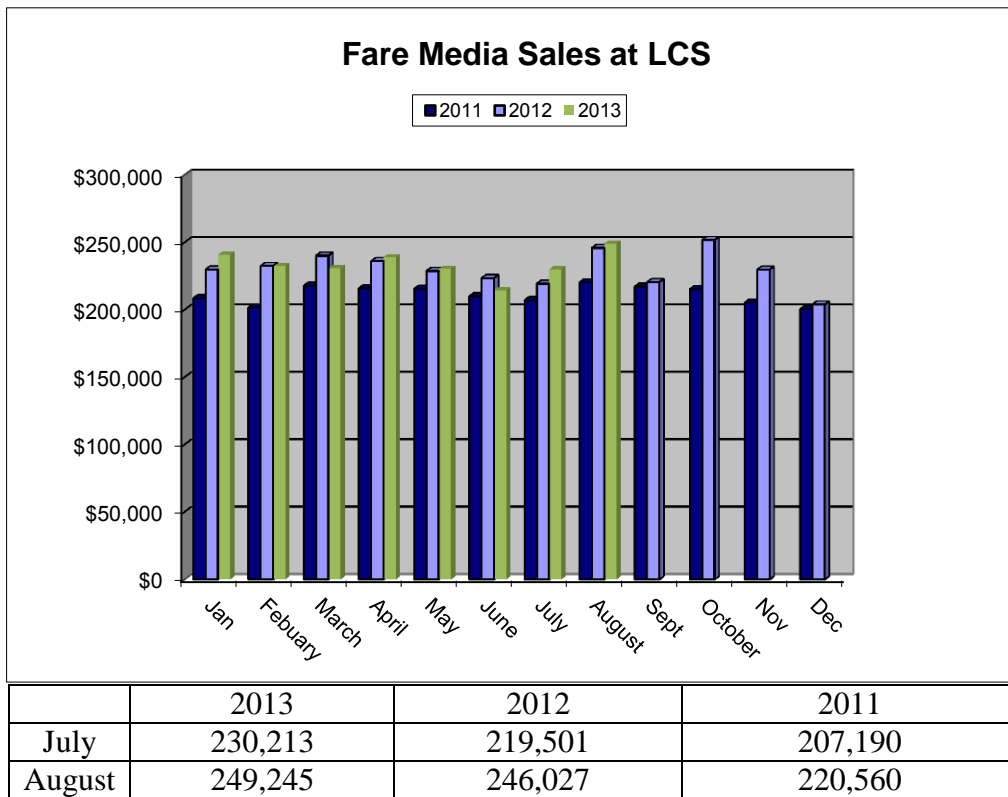
LYNX once again hosted the Florida Public Transportation Association on Thursday, August 29.

Customer Service

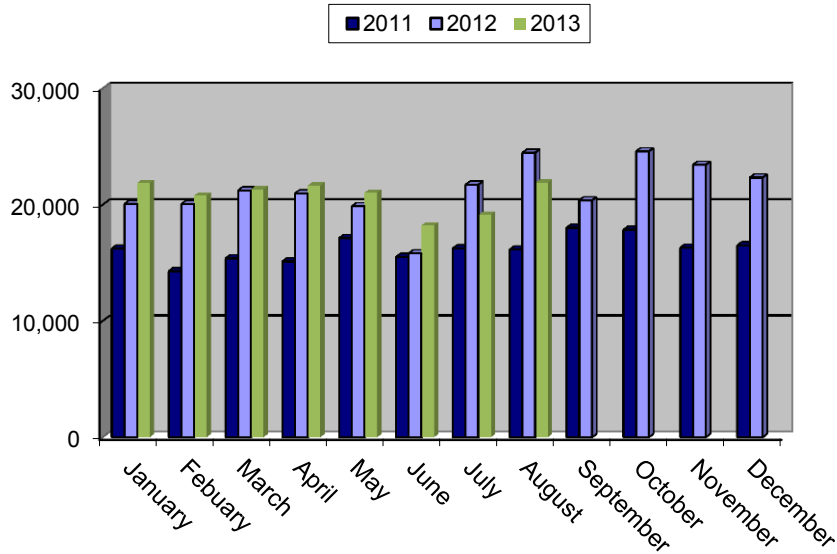


July & August Presentations	
Living Alerts for the August Service Change	Routing Information

Living Alerts had 40 LYNX employees for 12 days going to Florida Mall, Osceola Square Mall, Seminole Center in Sanford, Jai-Alai in Casselberry, Winter Park Village, Colonial Plaza and LYNX Central Station. These volunteers worked from 4:30 in the morning to 8:00 at night passing out information, telling customers of the changes and gathering comments. We touched over 10,000 riders and received over a 100 comments.

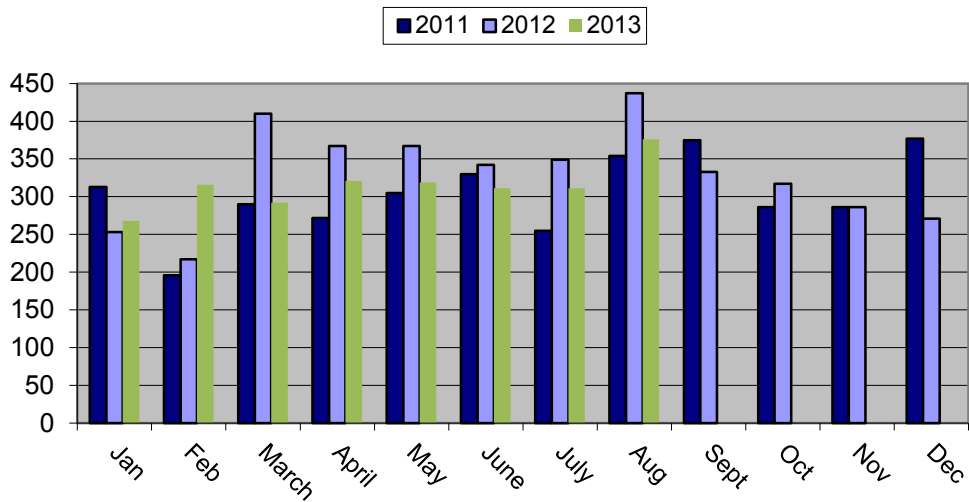


Customers Served at LCS

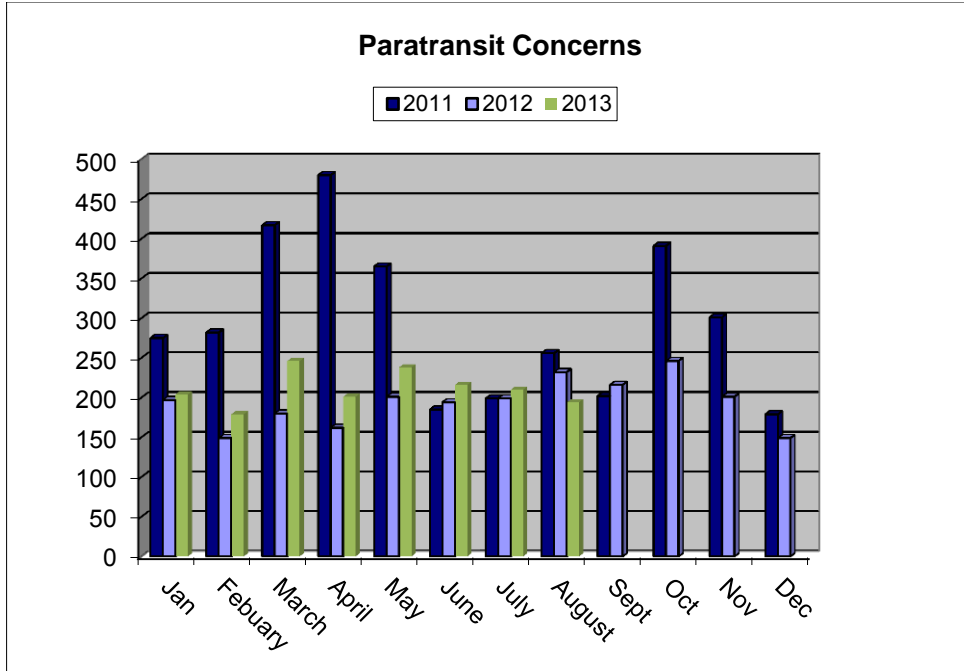


	2013	2012	2011
July	19,151	21,729	16,253
August	21,911	24,480	16,155

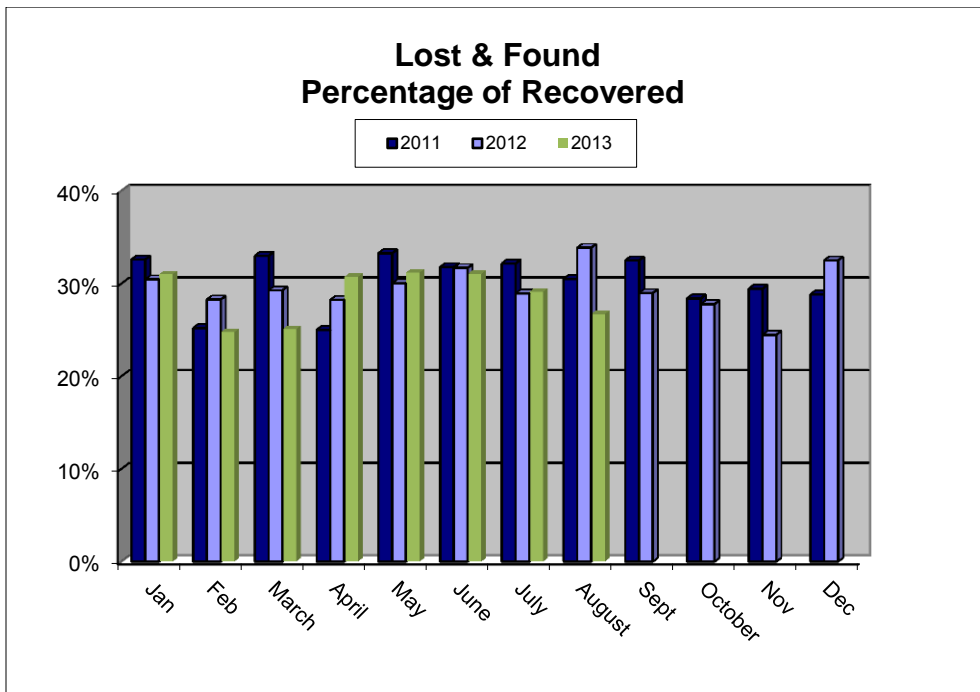
Fixed Route Concerns



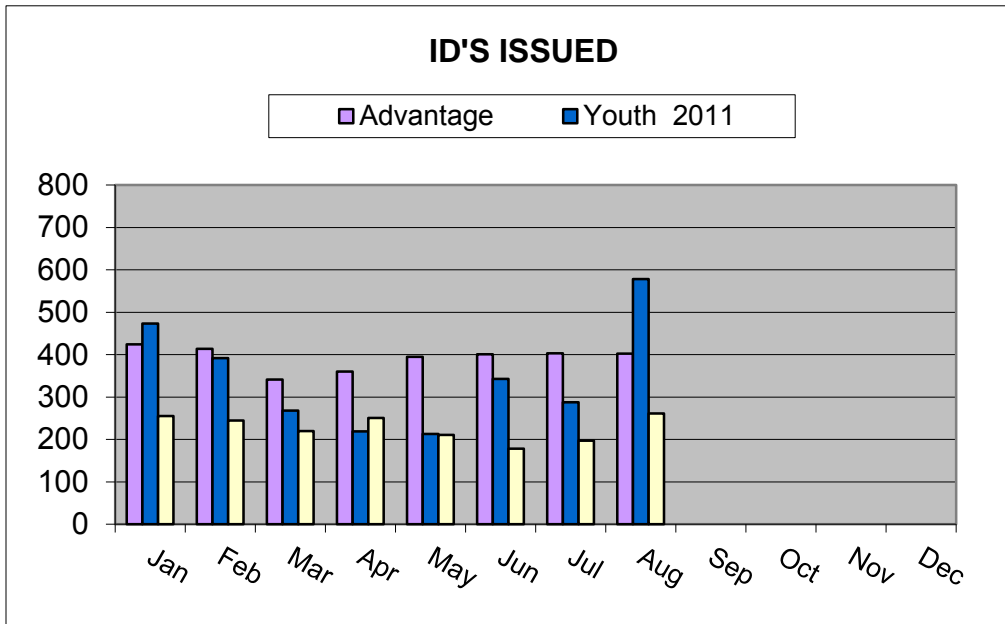
	2013	2012	2011
July	311	349	255
August	376	437	354



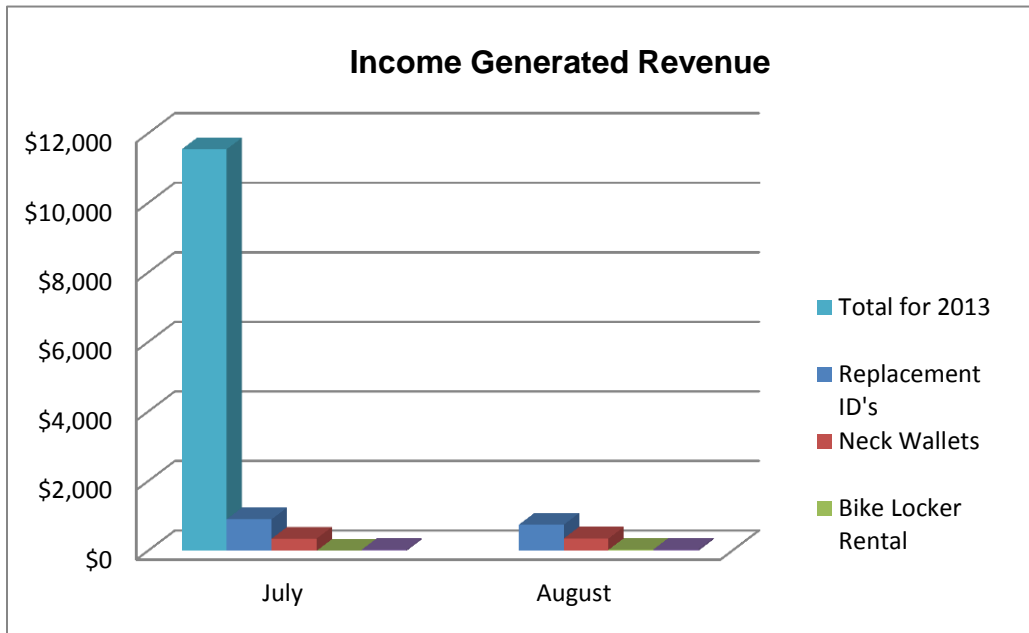
	2013	2012	2011
July	210	199	199
August	194	232	256



	2013	2012	2011
July	23.29%	28.94%	32.17%
August	26.71%	33.87%	30.50%



	Advantage	Youth	Replacement
July	403	288	197
August	402	578	261



	Replacement ID's	Neck Wallets	Bike Locker Rentals	Lost & Found Money
July	\$765.00	\$298.00	\$0.00	\$55.00
August	\$1,059.00	\$452.00	\$45.00	\$149.00

July – August 2013

Press Releases/Media Notes

- July 03... July 4th holiday schedule.
- July 25... August service changes.
- Aug. 08... August service change reminder.
- Aug. 20... U.S. 192 open house.
- Aug. 28... Labor Day holiday schedule.
- Aug. 29... Link 55, 204 and 427 changes or elimination in Lake County.

Stories

- July 15... WFTV-TV/Channel 9 and Central Florida News 13-TV on bus being rear ended.
- July 16... Orlando Sentinel on venue and transit funding.
- July 18... Orlando Sentinel and Central Florida News 13-TV on naked woman arrested at LCS.
- July 18... Orlando Sentinel mention on Orange County budget increase.
- July 25... WFTV-TV/Channel 9 on CAIR appeal.
- July 26... Orlando Sentinel mention in Best Foot Forward My Word.
- July 30... WFTV-TV/Channel 9 on potential Seminole County tax for transit.
- July 31... Central Florida News 13-TV on potential Seminole County tax for transit.
- July 31... Orlando Sentinel mention on Seminole County tax for transit.
- Aug. 08... Orlando Sentinel mention on cars rented by hour.
- Aug. 08... Orlando Sentinel mention on missing teen found at LCS.
- Aug. 18... Orlando Sentinel mention on Seminole County tax for transit.
- Aug. 20... Orlando Sentinel columnist mention on Seminole County tax for transit.
- Aug. 21... Orlando Business Journal on FlexBus bids opening.
- Aug. 26... Orlando Sentinel operator found missing boy.
- Aug. 28... WESH-TV/Channel 2, WFTV-TV/Channel 9 and Central Florida News 13-TV on car rear ending a bus.
- Aug. 28... Seminole Chronicle on transportation an issue for Seminole County seniors
- Aug. 29... Orlando Sentinel, Orlando Business Journal, WKMG-TV/Channel 6, WFTV-TV/Channel 9 and WOFL-TV/FOX 35 on Link 55, 204 and 427 changes or elimination in Lake County.
- Aug. 30... Orlando Sentinel, WFTV-TV/Channel 9 and Central Florida News 13-TV on Link 55, 204 and 427 changes or elimination in Lake County.

Social Media

- July 02... Tunes in the Terminal.
- July 03... July 4 holiday schedule.
- July 03... Public service bus winner profile.
- July 03... Anyone going out to see fireworks? – provided link to Trip Planner
- July 03... Response to route question – provided link to Trip Planner
- July 04... July 4th holiday schedule
- July 04... Response to route question – included link to Trip Planner
- July 05... Fan of the week
- July 08... Good morning!
- July 09... Tunes in the Terminal.

LYNX Board Agenda

- July 10... Question – what kind of information would you like to see on our page?
- July 10... Response to route question
- July 11... Thanked customer for great feedback
- July 11... Tunes in the Terminal – first performer
- July 12... Fan of the week
- July 15... Tunes in the Terminal
- July 15... Service Alert
- July 15... Is that music I hear? – Tunes in the Terminal promo video
- July 15... Service Proposal update
- July 16... Tunes in the Terminal
- July 16... Posted photo of performance at Tunes in the Terminal
- July 16... Response to Link 204 service
- July 16... Service Alert
- July 17... Tunes in the Terminal photos
- July 17... Service Alert reminder
- July 18... Throwback Thursday question
- July 18... Special thanks to Tunes in the Terminal musician
- July 18... Tunes in the Terminal video
- July 19... Throwback Thursday answer
- July 19... Service Alert
- July 19... Happy Friday
- July 20... Have a safe weekend – Service Alert reminder
- July 22... Tunes in the Terminal
- July 22... Response to complaint
- July 23... Tunes in the Terminal
- July 23... Service Alert
- July 23... Response to route question
- July 23... Response to complaint
- July 23... Special thanks to Tunes in the Terminal musician
- July 24... Tell us about your favorite places to travel to in Orlando
- July 24... Tunes in the Terminal video
- July 24... Response to route question
- July 25... Hop on our free LYMMO to your favorite lunch spot – LYMMO Photo
- July 25... August 11 Service Changes
- July 26... Response to Trip Planner question
- July 26... 23rd anniversary of Americans with Disabilities Act
- July 27... How to use the bike rack video
- July 27... Good day fans! Headed anywhere fun? Need a ride? – LYNX bus photo
- July 27... Response to route question
- July 27... Response to complaint referred to customer service
- July 27... Response to youth pass question
- July 28... Response to parking at LCS question
- July 28... Thanked fan for positive feedback
- July 28... Response to Aug. Service Change question
- July 29... Tunes in the Terminal
- July 30... Tunes in the Terminal

LYNX Board Agenda

- July 30... Response to Aug. Service Change question
- July 30... New Bay assignments diagram
- July 30... Posted social media policy as a reminder to comply with policy
- July 31... Updated cover photo
- July 31... Posted response in Spanish regarding transportation from OIA to Miami. Referred with link to OIA website
- July 31... Tunes in the Terminal video
- July 31... Response to complaint
- Aug 01... Response to question regarding Service Change
- Aug 01... Special thanks to fans for achieving 100 “Likes in month of July
- Aug 01... Race to 1300 “Likes”
- Aug 01... Shared image of new SunRail cab car
- Aug 01... Shared article of arrival of new SunRail cab
- Aug 01... Throwback Thursday image
- Aug 02... Race to 1,300 Likes
- Aug 02... Invite friends to “Like” us for a chance to win an all-day bus pass
- Aug 02... Response to unhappy customer
- Aug 02... Anderson St. Service Alert
- Aug 03... Thanked customer for positive feedback
- Aug 03... Service alert reminder
- Aug 03... Response to question about Trip Planner
- Aug 04... LYNX Team will be out answering questions regarding Service Changes
- Aug 05... Tunes in the Terminal
- Aug 05... Response to question about Service Changes
- Aug 05... Response to question about Living Alerts
- Aug 05... Service Alert: Road closure near Osceola Square Mall
- Aug 05... Provided customer with link to view new schedule
- Aug 06... Tunes in the Terminal
- Aug 06... Provided details with locations for Living Alerts
- Aug 06... Tunes in the Terminal – Response to comment about musicians
- Aug 07... A new way to travel is coming to Orlando – guess what this is a photo of?
- Aug 07... August 11 service changes reminder
- Aug 07... Response to customer complaint
- Aug 07... Service changes response
- Aug 08... Service changes reminder
- Aug 08... Response to customer complaint
- Aug 08... Response to question about purchasing passes
- Aug 08... The correct answer is SunRail at LCs
- Aug 08... Responded to customer and provided new schedule for Link 55
- Aug 08... Announcement: LYNX has reached 1,300 “likes
- Aug 08... Customer service hours of operation response
- Aug 09... Response about new schedule book
- Aug 09... New schedules are now available at LCS
- Aug 09... Thanks for sharing photo of new schedules
- Aug 09... Maps and schedules response
- Aug 09... New Bay and schedule question for Link 40

LYNX Board Agenda

- Aug 09... New schedule book is now available to download
- Aug 09... Winner announcement of Race to 1,300 Likes
- Aug 09... Anticipating heavy traffic on I-drive due to President in town
- Aug 10... Service Changes begin tomorrow
- Aug 10... Service alert question
- Aug 11... Service changes begin today. Plan out your new trip here
- Aug 12... Response to customer complaint
- Aug 12... Shared photos of Tunes in the Terminal
- Aug 12... Shared photo of new SunRail cab car
- Aug 12... Shared photo of Race to 1,300 likes winner
- Aug 13... Tunes in the Terminal
- Aug 13... Response to customer complaint regarding new schedule
- Aug 13... Thanked rider for positive feedback regarding new bus route #103
- Aug 13... LYNX took the bus to Jennifer Thompson's back to school event (posted photo)
- Aug 13... Posted update of new bay assignment for #300
- Aug 13... Technical issue with new online schedule has been updated
- Aug 13... Response new schedule complaint
- Aug 14... Access LYNX response
- Aug 14... LYMMO stop at Livingston and Garland temporarily closed
- Aug 14... Response about new service changes
- Aug 14... Response to customer complaint
- Aug 14... Tunes in the Terminal – Video
- Aug 14... Thanked customer for positive feedback
- Aug 15... Purchasing passes online response
- Aug 15... LYNX offers reduced fares to eligible riders (photo of customer at lost n Found)
- Aug 16... LYMMO photo – How long have you been riding LYMMO?
- Aug 16... Anderson Street service alert
- Aug 17... Reminder Anderson Street will be closed
- Aug 18... Response to LYMMO question
- Aug 19... Happy back to school Monday
- Aug 19... Shared video of unveiling of SunRail cab car
- Aug 20... Tunes in the Terminal – Today marks the final performance in our successful Tunes in the Terminal summer concert series
- Aug 20... Response to route question
- Aug 20... Thank you for sharing an interesting story about garden top buses
- Aug 20... Response to customer complaint
- Aug 20... Make plans to attend the community meeting on the future of US 192 on 8/27
- Aug 21... Wait for your bus, and check your e-mails too! Free Wi-Fi at the Terminal.
- Aug 21... Please provide additional information regarding incident on bus
- Aug 21... Updated cover photo
- Aug 21... Tunes in the Terminal video of final performance
- Aug 22... Tunes in the Terminal photos
- Aug 22... LYMMO photo taken in 1999
- Aug 22... Response to customer complaint
- Aug 23... Good morning and Happy Friday from LYNX Central Station! (Photo of LCS)
- Aug 23... LYMMO shelter at Livingston and Orange is temporarily closed

LYNX Board Agenda

- Aug 23... Response to customer complaint
- Aug 24... Going to the Farmer's Market? LYNX can take you there! (List of local farmer's markets)
- Aug 24... Response to real-time app question
- Aug 24... Join us for the 4th and final open house on future of U.S. 192 Aug. 27
- Aug 26... Good day fans! Wishing you all a good Monday and great week! (Photo of Lake Eola)
- Aug 26... Response to complaint about a supervisor
- Aug 26... Response to question about LYNX OIA station
- Aug 27... Insiders look at new articulated hybrid buses
- Aug 27... Response to several questions regarding new hybrid buses
- Aug 27... Posted interior photo of new articulated hybrid bus
- Aug 27... Reminder Open House on future of U.S. 192
- Aug 28... When riding the bus, what do you like to do?
- Aug 28... Red Cross issues safety tips for Labor Day weekend
- Aug 28... Service alert accident on Colonial Dr.
- Aug 28... Service update: Link 105 service has resumed
- Aug 28... The Red Cross issues safety tips for Labor Day weekend
- Aug 29... Announcement of Lake County Service
- Aug 29... Response to several questions about Lake County service
- Aug 29... New maps and schedules for new routes are being finalized
- Aug 29... Public hearing for the termination of Link 204 will be held 9/24
- Aug 29... Make plans to attend public meeting for US-441 corridor study
- Aug 30... Share your ride to work in a VanPool
- Aug 30... Plan ahead – LYNX service will operate a Sunday schedule on Labor Day
- Aug 30... Service alert: LYNX will be detouring Link 104 to Valencia College
- Aug 31... Happy Labor Day weekend!
- Aug 31... Public comments on Link 204 will open tomorrow – Oct. 15

Monthly Report F: Government Relations Report

To: LYNX Board of Directors

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

Phone: 407.841.2279 ext: 6064

Item Name: Government Relations Report

Date: 9/19/2013

The House and Senate were in recess In August. Both will reconvene next week, when debates on Syria will dominate the attention of most members. To date, the vast majority of members of the House either oppose any resolution to authorize air or missile strikes against Syria, or are undecided. This obviously means that a great deal of time and effort will be spent next week by the Administration trying to assemble a majority of members to support a resolution. At the same time, there will be several caucus meetings by both the Democrats and the Republicans.

What this means is that there will be little time and effort spent on appropriations matters. We are 22 days from the end of the current fiscal year. The House leadership has already stated that the House will not bring back the FY2014 Transportation, HUD appropriations bill for further consideration. As previously reported, the House was considering the bill, when it was determined that there were not enough votes for passage. The leadership withdrew the bill from the House floor, but said it would be considered in the Fall. Now that goal has been dropped. The action is an admission that the House leadership is making clear that no further work will be done on any of the outstanding appropriations bills. This means that a large number of Republicans do not want to see appropriations bills passed with such large cuts. The Ryan budget--which combined increases for defense spending with bigger cuts for discretionary domestic programs--is dead.

With time running out, the House Republican leadership plans to introduce a Continuing Resolution next week that will run 60 to 90 days, the continuing resolution must keep the same level of spending as this year. Conservative House Republicans want to reduce the overall spending total, but it appears that the leadership has the votes for level funding. It helps the leadership that the Syria Resolution is drawing attention away from spending matters.

FY2014 Transportation-HUD Appropriations Bill:

Both the House and the Senate considered their respective versions of the Fiscal Year 2014 Transportation, HUD Appropriations bill. Overall there was a difference of \$10 billion between the two bills, and a difference of \$3.3 billion for the Department of Transportation.

Appropriations bills are measured by the amount of discretionary money they spend. Money provided through mandatory spending programs is not counted. Fortunately for transportation, the money allocated through MAP-21 is considered mandatory spending since it comes directly from the Highway Trust Fund. Thus for the Federal Transit Administration, the MAP-21 allocation of \$8.595 billion is protected. This is the amount of money that will be used to fund the various formula grant programs -- including New Starts. In FY2013, Congress provided \$2.25 billion for those programs.

For FY2014 budget, the House provided almost \$2 billion while the Senate provided \$2.18 billion so while there is significant differences between the House and Senate bills for many programs... funding for the FTA is relatively stable, thanks to the existence of mandatory monies from MAP-21.

However, one major difference between the two FY2014 bills was in the TIGER program. The Senate bill provides \$550 million for another round of TIGER grants - the House bill allocates no money for TIGER. It also rescinded \$237 million in FY2013 funds. Currently, the Department of Transportation is reviewing the TIGER applications submitted earlier this year. I would guess that DOT will award the full amount of \$474 million -- and will not wait to see if the money is rescinded. There is no way either the Senate or the President will allow the rescission to stand.

The fact that the House rescinded such an odd amount, and not all the money, indicates that their rescission was to make the budget numbers work and not due to a desire to kill the current TIGER round.

When the House considered its version of the bill on the floor last week, the Democrats made it clear that they would not support the bill due to the level of budget cuts. As the debate progressed it also become clear that many moderate Republicans would also vote against it, due to proposed cuts in Amtrak funding. There are also 25-30 House Republicans that usually vote against any appropriations bill. It was clear that a majority of the House was going to vote against the bill - facing certain defeat, House leadership pulled the bill from the floor.

It is unlikely that the bill will be considered on its own -- since the dynamics are not likely to change, the bill will be rolled into a Continuing Resolution. Should the House leadership try to pass the bill by adding funding, over a hundred Republicans will withdraw and this would force the Speaker to pass the bill with Democratic support. That is highly unlikely since it would get him in trouble with his caucus.

In the Senate, the bill included \$10 billion more than the House bill. But when the bill reached the floor, the Republican leadership threatened to filibuster the bill since it was over budget. When the cloture vote failed, the bill was pulled from the Senate floor.

The fate of the bill now rests in the negotiations over a "grand budget bargain". Only when there is an agreement on the overall budget will the details of the Transportation appropriations bill become clear.

U.S. DOT Announces \$474 Million for 52 TIGER 2013 Projects in 37 States

52 transportation projects in 37 states will receive a total of approximately \$474 million from the U.S. Department of Transportation's (DOT) Transportation Investment Generating Economic Recovery (TIGER) 2013 discretionary grant program. Among these, 25 projects will be designated for projects in rural areas of the country.

The highly competitive TIGER program offers one of the only federal funding possibilities for large, multi-modal projects that often are not suitable for other federal funding sources. These federal funds leverage money from private sector partners, states, local governments, metropolitan planning organizations and transit agencies. The 2013 TIGER round alone supports \$1.8 billion in overall project investments.

Applications for this most recent round of grants totaled more than \$9 billion, far exceeding the \$474 million set aside for the program. In all, the Department received 585 applications from all 50 states, the District of Columbia, Puerto Rico and Guam.

The projects funded through this round of TIGER illustrate the President's goals of creating "Ladders of Opportunity," the need for a "Fix it First" approach to infrastructure, and contributing to America's economic growth.

The following are examples of how TIGER supports these goals:

Ladders of Opportunity: A good example of a project connecting people to jobs and economic opportunities is the Atlanta Beltline Corridor, a 33-mile system of trails, transit and parks circling downtown Atlanta and connecting more than 45 communities throughout the city and region. A total of \$18 million in TIGER funds will be used to build two miles of the trail. This project will provide connections for residents in primarily low-income and minority communities to bus routes, rail stations, schools, parks, and other recreational activities.

Fix it First: The \$10 million investment to reconstruct the Tacoma, Wash., rail trestle is a good example of a project that will repair existing infrastructure. Replacing the 100-year old single-track wooden trestle and bridge with a modern twin-track structure will double capacity and improve reliability and travel time for Sounder and Amtrak Cascades passenger rail service. This "fix it first" project also adds freight capacity on the Tacoma Rail line, contributing to economic growth and supporting Pierce County, the City of Tacoma and the Port of Tacoma.

Economic Growth: An example of a project that will help jumpstart local and national economic growth is the \$10 million investment in the Houston, Texas, Bayport Wharf extension project. The investment will allow the terminal to double its cargo capacity by 2033, supporting international trade with more than 1,000 ports in 203 countries. The project will increase the port's ability to take advantage of the ships expected after the Panama Canal expansion and supporting President Obama's goal of doubling exports. The project also will increase the productivity of the terminal by reducing truck waiting and idling times.

Under all five rounds combined, the TIGER program has provided more than \$3.6 billion to 270 projects in all 50 states, the District of Columbia and Puerto Rico. Demand for the program outweighed available funds, and during all five rounds, the Department of Transportation received more than 5,200 applications requesting more than \$114.2 billion for transportation projects across the country.

Three Tiger Grants were awarded in Florida (the Orlando GOAA submission was not selected)

FL	Lee County Metropolitan Planning Organization	Lee County Complete Streets Initiative	\$10,473,900
FL	Florida DOT	South Florida Freight & Passenger Rail Enhancement	\$13,750,000
FL	Florida International University	University City Prosperity Project	\$11,397,120

Lee County Metropolitan Planning Organization - Grant Funding \$10,473,900

Project Description - TIGER funds will be used to support bicycle and pedestrian transportation connections throughout Lee County. This project will complete three sections of the regional trail network: the Tour de Parks Loop, the University Loop, and the Bi-County Connector.

Provides continuous, safe transportation paths that connect major employment centers, county residents and university students, and regional destinations directly to the central business district.

Improves safety in an area that is among the most dangerous for bicyclists and pedestrians.

Builds on the region’s investment of almost 100 miles of bicycle and pedestrian transportation network since 2011 and recent Complete Streets policy.

This project will create an integrated system of walking, bicycling, and transit facilities that connect major commercial, residential, and recreational facilities. Safety benefits will be significant due to the dedicated bike facilities and intersection improvements, so that bicyclists will not have to compete with vehicles in an active roadway lane. Of roadway crashes during 2000-2013 in Lee County, 22% involved injuries or fatalities to pedestrians or bicyclists, nearly double the national average. During this time period, 280 people died while walking or bicycling on Lee County’s roadways. Additionally, this project was highlighted as part of the USDOT Spring Bike Summit.

Florida Department of Transportation - Grant Funding \$13,750,000

Project Description - TIGER funds will be used to better link Southern Florida’s two major freight rail corridors to improve freight and passenger connectivity in the region. Through strategic, targeted investments, the project will allow freight traffic to more easily shift to the industrial South Florida Corridor railway corridor, which increases capacity for current and future passenger traffic on the Florida East Coast Railway corridor. The resulting mobility improvements will enable freight traffic to bypass downtown Ft. Lauderdale and West Palm Beach, creating additional capacity for regional commuter rail and planned intercity service.

Facilitates intermodal connectivity to major multi-modal freight centers and the business that use facilities including Miami International Airport and PortMiami.

Increases passenger transportation choices by creating additional commuter and intercity passenger service.

Improves safety and reduces noise impacts by rerouting traffic away from central business districts.

The South Florida Freight and Passenger Rail project will upgrade deteriorated linkages and improve connectivity to create operational efficiencies between CSX, Florida East Coast Railway, Tri-Rail Commuter Rail, and the planned All-Aboard Florida Intercity Rail. The resulting flexibility will allow for more efficient freight routing and more competitive commuter and intercity travel options for the residents and visitors to South Florida. This project generates significant support from freight and passenger providers, Amtrak, and area planning organizations.

Florida International University - Grant Funding: \$11,397,120

Project Description - TIGER funds will be used to support an innovative package of technology, streetscaping and transit improvements to connect the town of Sweetwater with Florida International University (FIU). Together they will increase access to jobs on the FIU campus and link two portions of campus that are currently disconnected. TIGER funds will be used to construct a new pedestrian bridge over a busy arterial road. These infrastructure improvements will support the economic growth of a major public research university and an adjacent small city.

Utilizes innovative Intelligent Transportation System features to assist students, university staff, and community members to move efficiently to and through the FIU campus.

Creates a complete street connection between two portions of the campus currently disconnected, including a new pedestrian bridge over a major street.

Constructs complete streets improvements and campus walkways with a Boardwalk and Entry Plaza and Pavilion Project on campus.

The project will facilitate transit use and safe pedestrian-oriented transit access via an advanced and comprehensive electronic wayfinding system. This unique and innovative combination of computing technology, transit station improvements, and pedestrian-oriented infrastructure will increase transit ridership and reduce congestion. This innovative approach to campus connectivity is a first-of-its-kind effort that serves as a model for other communities throughout the nation.

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 - September 2013

Date: 9/19/2013

EMPLOYEE / DEPARTMENT	DESTINATION	PURPOSE	DEPARTURE AND RETURN DATES	TOTAL ESTIMATED AGENCY COST	AGENCY COST
John Lewis Executive	Clearwater, FL	To attend the American Bus Benchmarking Group (ABBG) Annual meeting	09/15/2013-09/17/2013	513	513
TOTAL ESTIMATED COSTS and AGENCY COSTS				513	513

Monthly Report H: Employee Travel Report

To: LYNX Board of Directors

From: **John Lewis**
 CHIEF EXECUTIVE OFFICER
Deborah Morrow
 (Technical Contact)
Blanche Sherman
 (Technical Contact)

Phone: 407.841.2279 ext: 6017

Item Name: Monthly Employee Travel Report - August 2013

Date: 9/19/2013

EMPLOYEE / DEPARTMENT	DESTINATION	PURPOSE	DEPARTURE AND RETURN DATES	TOTAL ESTIMATED AGENCY COST	AGENCY COST
James McLawhorn Executive	Pinellas County, FL	To meet with Ed Hooper and Jeff Brandeis to educate them on 1009.22 Workforce education post-secondary student fees	07/19/2013-07/19/2013	12	12
Bill Hearndon Operations	Daytona Beach, FL	To attend the Transportation Disadvantaged (TD) 21st Annual Best Practices and Training Workshop and the quarterly TD business meeting	08/05/2013-08/08/2013	487	487
Myles O'Keefe Grants	Daytona Beach, FL	To attend the Transportation Disadvantaged (TD) 21st Annual Best Practices and Training Workshop	08/06/2013-08/08/2013	619	619
John Lewis Executive	Washington, DC	To attend the American Public Transportation (APTA) Committee Meeting as Chairman	08/08/2013-08/11/2013	643	643
Desna Hunte Executive	Charleston, SC	To attend the Southern Transportation Civil Rights Symposium	08/25/2013-08/30/2013	1,879	1,879
TOTAL ESTIMATED COSTS and AGENCY COSTS				3,640	3,640