




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

1. Call to Order & Pledge of Allegiance

2. Approval of Minutes

-  Minutes from the September 19, 2013 Board of Directors' Meeting Pg 5

3. Recognition

- Service Awards 20 Years: Albert Holmes, Bus Operator; Elba Seda, Bus Operator; Jose Vazquez, Bus Operator; Ricky Gonzalez, Maintenance Supervisor; Service Awards 30 Years: Jerry Jenkins, Vehicle Maintenance Technician A; Service Awards 35 Years: Ronald Riccard, Facilities Maintenance Supervisor.

4. Public Comments


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

5. Chief Executive Officer's Report




6. Executive Session

7. Consent Agenda




A. Request for Proposal (RFP)

-  Authorization to Release a Request for Proposal (RFP) for Third Party Administrative (TPA) Services for Workers' Compensation and Tort and General Liability Legal Services Pg 15

B. Award Contracts


-  Authorization to Award a Contract to FAAC Incorporated for Transit Simulator System Pg 17
-  Authorization to Award a Contract to Hub City Ford for Vanpool Conversions Pg 19
-  Authorization to Award a Contract to Gillig LLC on behalf of the Florida Public Transportation Association (FPTA) Bus Consortium for the Manufacture and Delivery of Heavy Duty Transit Buses Pg 21


C. Extension of Contracts

-  Authorization to Exercise the First Option Year of Contract #11-C12 with AECOM Technical Services for Architecture and Engineering Services for Facilities Projects Pg 24
-  Authorization to Exercise the First Option Year of Contract #10-C36 and Contract #10-C37 with Burgess Chambers for Investment Monitoring Services Pg 26
-  Authorization to Award an Extension of Task Order #12-05 under Contract #09-C08 with Reynolds, Smith and Hills for Quality Assurance and Quality Control Administration for the Parramore BRT and East/West BRT LYMMO Expansion Projects Pg 28

-Attachments 


D. Miscellaneous

i.  Authorization to Increase the Contingency Amount of Contract #13-C12 with PCL Construction Services for the East/West BRT LYMMO Expansion Pg 32

ii.  Authorization to Increase Contract #09-C28 with Fisher, Rushmer, Werrenrath, and Contract #09-C29 with Zimmerman Kiser Sutcliffe and for General Liability Legal Services Pg 33


iii.  Authorization to Ratify the Execution of Metroplan Orlando's FY2013/2014 Unified Planning Work Program (UPWP) Agreement Pg 34


-Attachments 


iv.  Authorization to Ratify the Submittal of the Shirley Conroy Rural Capital Assistance Grant for Eleven (11) Expansion Mentor Ranger In-Vehicle Mobile Data Terminals Pg 50


-Attachments 


v.  Authorization to Upgrade the Motorola MCC 7500 Console Pg 54

vi.  Authorization to Purchase Twenty (20) Diesel or CNG Replacement Buses under LYNX Contract with Gillig, LLC Pg 56


vii.  Authorization to Amend Contract #10-C23 with Van Pool Services, Inc. (VPSI) for Commuter Vanpool Services Pg 58


viii.  Ratification of the Authorization to Increase Contract #09-C07 with Data Transfer Solutions, LLC for General Consultant Services Pg 60


ix.  Authorization to Submit the Title VI Program to the Federal Transit Administration Pg 62

x.  Adoption of Resolution #13-014 to Reappoint Blanche Sherman to the Board of Trustees for the Amalgamated Transit Union (ATU) Local 1596 Pension Plan Pg 64


-Attachments 

xi.  Authorization to Amend Contract #13-C15 with Baker Hostetler LLP for Labor/Employment Legal Services Pg 67


xii.  Authorization to Ratify the Public Participation Process and Implementation of Proposed Service Efficiency Changes for January 12, 2014 Pg 69


xiii.  Authorization to Ratify the Submittal of FY2014 Service Development Grant Proposal to the Florida Department of Transportation (FDOT) For New Meadow Woods Service Pg 71


-Attachments 

xiv.  Authorization to Submit FY2015/2016 Grant Applications to Florida Department of Transportation (FDOT) for the Enhanced Mobility of Seniors and Individuals with Disabilities Section 5310 Program and the Nonurbanized Area Formula 5311 Program Pg 75

-Attachments 

xv.  Authorization to Solicit Project Applications for the Federal Transit Administration Enhanced Mobility of Seniors and Individuals with Disabilities Section 5310 Program Pg 79




xvi.  Authorization to Issue a Purchase Order to Alliance Bus Group d/b/a First Class Coach Sales Under the Florida Department of Transportation's (FDOT) Florida Vehicle Procurement Program's (TRIPS) State Contract #TRIPS-11-CAFCCSC for Sixteen (16) Paratransit Replacement Vehicles Pg 81

- xvii.  Authorization to Execute Sub-recipient Agreements between LYNX and Meals on Wheels, Etc., The Opportunity Center, Seminole Behavioral Healthcare and Independent Transportation Network Orlando for FY2014 Section 5316 Job Access Reverse Commute (JARC) and Section 5317 New Freedom Program (NFP) Pg 84


8. Action Agenda

- A.  Authorization to Enter into the FY2014 Service Funding Agreement with Lake County Pg 86
-Attachments 
- B.  Authorization to Execute an Interlocal Agreement with Lake County for Commuter Bus Service between Lake County and Downtown Orlando Pg 105
-Attachments 
- C.  Authorization of the Recommended LYNX Fare Structure and Technology to include SunRail Fares Pg 121
- D.  Authorization to Implement Recommendations Made as a Result of the Compensation Study Pg 126
- E.  Authorization to Adopt Proposed Service Standards Pg 129
-Attachments 
- F.  Authorization to Enter into a Collective Bargaining Agreement Wage Re-Opener with Amalgamated Transit Union (ATU) Local 1749 Pg 133
- G.  Authorization to Enter into a Collective Bargaining Agreement Wage Re-Opener with Amalgamated Transit Union (ATU) Local 1596 Pg 135
- H.  Adoption of Resolution #13-010 Appointing a LYNX Board of Directors' Representative on the MetroPlan Orlando Board of Directors Pg 137
-Attachments 

9. Work Session

- A.  Overview of the American Bus Benchmarking Group (ABBG) and LYNX Performance Measurement Pg 140
-Attachments 
- B.  Florida Department of Transportation (FDOT) Presentation on the SunRail Connectivity Plan Pg 150

10. Information Items

- A.  LYNX Project East/West Bus Rapid Transit (BRT) Change Orders Pg 151

11. Other Business

12. Monthly Reports

A.	 Monthly Financial Reports - Preliminary September 30, 2013	Pg 152
	-Attachments 	
B.	 Monthly Financial Reports - August 31, 2013	Pg 159
	-Attachments 	
C.	 LYNX American Recovery and Reinvestment Act Project Status Report	Pg 166
D.	 Ridership Report	Pg 168
E.	 Planning and Development Report	Pg 174
F.	 Communications Report	Pg 178
G.	 Government Relations Report	Pg 189
H.	 Business Development Report	Pg 191
I.	 Monthly Employee Travel Report - October 2013	Pg 193

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

In accordance with the Americans With Disabilities Act of 1990, persons needing a special accommodation at this meeting because of a disability or physical impairment should contact Sarah Tirado at 455 N. Garland Ave, Orlando, FL 32801 (407) 841-2279, extension 6012, not later than three business days prior to the meeting. If hearing impaired, contact LYNX at (407) 423-0787(TDD).

LYNX
Central Florida Regional Transportation Authority
Monthly Board Meeting Minutes

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

DATE: September 19, 2013

TIME: 1:06 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 1:06 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 July 25, 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:

Wilbur Cole, Vehicle Maintenance Technician C

20 Years of Service:

Michael Fleming, Bus Operator
David Velez, Bus Operator

4. Public Comments

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

Sheri Taylor addressed the Board about the August 11, 2013 service changes. She specifically addressed Link 313, Link 17 and Link 9. Ms. Taylor also noted that buses were not pulling out of the bays at the appointed times and morning routes are overcrowded beginning at 5:15 AM and afternoon routes are overcrowded from 3:30 PM through 8:45 PM. Lastly, Ms. Taylor expressed concern that Links 313, 13 and 6 serving Colonial Plaza are operating on an hourly basis.

5. Chief Executive Officer's Report

The Chairman recognized John Lewis, Chief Executive Officer.

Mr. Lewis reported that during the Audit Committee, LYNX' General Counsel provided an update on the Advertising Policy. The Committee suggested Counsel provide the Board of Directors an update on some recommendations from Counsel on the Policy.

Mr. Lewis recognized LYNX' General Counsel, Jim Goldsmith.

Mr. Goldsmith stated that as a result of review of recent case law and advertising policies adopted throughout the country, most notably in Chicago. LYNX' Counsel has been working with staff to update the Advertising Policy and will provide a review at the next Audit Committee meeting. If the Audit Committee concurs, staff will present the updates to the Board of Directors at its next meeting.

He noted that some of the key elements of the Policy updates are:

- 1) Although LYNX has historically treated its advertising space as a "non-public form", staff is will recommend officially designating the space as a "non-public forum" to eliminate any ambiguity that may exist;
- 2) Staff will recommend the elimination of prohibitions on such things as: controversial and offensive advertising and replace those with more clear and easily understandable standards;
- 3) Staff will recommend additional directions as to how proposed advertisements are to be reviewed by LYNX staff as well as making recommendations as to how appeals are to be considered;
- 4) Staff will recommend harmonizing LYNX' Advertising Policy with the Advertising Policies being adopted by FDOT in connection with SunRail. This will provide advertisers the opportunity to have advertisements placed on both SunRail and LYNX' advertising spaces.

An initial draft of the Advertising Policy has been prepared. Staff will be contacting FDOT to request their input. Staff will continue working on the updated Policy in advance of the November meetings.

Mr. Lewis noted that LYNX staff has participated in several working groups with the SunRail development team and will continue to find opportunities to coordinate the Policies.

Discussion ensued regarding the State's advertising of the Florida Lottery.

Mr. Lewis reported LYNX' ridership growth has begun to level out. For the previous quarters, ridership has averaged about 2% growth over last year's record ridership. While over the last several years the increase in ridership has been significant as residents look for the mobility options that public transit provides, we are now seeing it level.

LYNX' van pool services are significantly increased with the total number of groups 45% higher than same period last year and continue to be the fastest growth mode of transportation as the Region continues to embrace the van pool concept.

LYNX' Business Development Group continues to aggressively market the van pool program. Van Pool service will be a very important mobility option for SunRail connectivity. The Board of Directors will be considering an item during this meeting to significantly increase LYNX' investment in van pools. The purchase will add an additional 100 van vehicles which will approximately double the van pool option to offer to the community in 2014.

Mr. Lewis recognized Anthony Beckfert, a colleague in the transit industry and the Florida Public Transportation Association Chairman for a number of years while leading the transit system in Sarasota. Mr. Beckfert is now working with Marruti Transit. Marruti is providing service in Lake County. Over the last several months, LYNX has had discussion with Lake County regarding LYNX' services. On July 30, 2013, Lake County Board of Commissioners took official action to discontinue funding LYNX' services operated within the County. Link 55 operates along US 192 corridor and will no longer make stops in Lake County. Link 55 will primarily serve Osceola County. In order to preserve those regional connections, Polk County Transit has agreed to extend its service to connect with the new Link 55 terminus in Osceola. Link 204 which has served Clermont into downtown Orlando will end service on October 18, 2013. This service has received media attention over the last several weeks and staff continues to work with Lake County to look at possible means for maintaining either or both of these routes. The Link 55 is with one of the highest ridership and performing routes. We are pleased that Mr. Beckfert has joined our meeting today and hopefully we can continue conversations moving forward.

This week, LYNX participated in its first meeting of the American Bus Benchmarking Group (ABBG). ABBG is a national working group of 17 transit agencies. The agencies range from large systems like PACE Transit, Chicago, to medium and small systems like LYNX and Pinellas Suncoast Transit Authority (PSTA). The agencies are working with the Railway and Transport Center at Imperial London College in England which is taking an international leadership role particularly in the International Organization for Standardization (ISO). Their expertise is in Key Performance Indicators (KPIs) and Performance Matrix. In the first meeting of the ABBG, over 70 KPIs were established in categories covering such areas as; Financial Stewardship, Administrative Efficiency, Customer Service, Safety and Environmental Stewardship. LYNX will be benchmarking and comparing its performance with sister agencies across the nation. This information will provide insight into LYNX' operations and how performance is measured. The results of LYNX' first year KPIs were presented at the next meeting of the Board.

LYNX has received an unsolicited proposal from a private sector provider of Compressed Natural Gas fuel and services to construct and operate a CNG station adjacent to LYNX' facilities. Staff will be evaluating the proposal according to our recent Board established Administrative Rules governing Unsolicited Proposals and will bring a recommendation to the Board on the merits of the proposal.

6. Consent Agenda

A. Invitation for Bid (IFB)

- i.** Authorization to Issue an Invitation for Bid (IFB) for Vanpool Conversion
- ii.** Authorization to Issue an Invitation for Bid (IFB) for Background Screening Services

B. Award Contracts

- i.** Authorization to Award a Contract to Postal Savings Services, Inc.
- ii.** Authorization to Award a Contract to Accugraphic Sales, Inc. for Body Shop Vinyl Products
- iii.** Authorization to Award a Contract to Care Spot Express Healthcare for Occupational Health Services
- iv.** Authorization to Award a Contract to Global Montello Group Corporation for the Purchase of 87 Octane Unleaded Gasoline
- v.** Authorization to Award a Contract to Mansfield Oil for the Purchase of Dyed Ultra Low Sulfur Diesel Fuel
- vi.** Authorization to Award a Contract to Haines City Fire Extinguisher Service, Inc. for Inspection and Service of Amerex Fire Suppression Systems
- vii.** Authorization to Award a Contract to Johnson's Wrecker Service, Inc. for Towing Services
- viii.** Authorization to Award a Contract to Spencer Fabrication for LYNX-Style Bus Shelters
- ix.** Authorization to Award a Contract to Barracuda Building Corporation for the Installation of Bus Shelters
- x.** Authorization to Award a Contract to Glover Oil Companies, Inc. for the Purchase of B-99 Biodiesel Fuel
- xi.** Authorization to Award a Contract to Ben's Paint Supply for Body Shop Paint and Materials

C. Extension of Contracts

- i.** Authorization to Execute the First Option Year of Contract #11-C17 with DesignLab, Inc. to Provide Operator Uniforms
- ii.** 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
- iii.** Authorization to Execute the Third Option Year of Contract #10-C23 with VPSI for the Operation of the VanPool Program
- iv.** Authorization to Execute the First Option Year of Contract #11-C18 with Diamond Investigation and Security, Inc. to Provide Security Services

D. Miscellaneous

- i.** Authorization to Purchase 97 Vanpool Vehicles for Replacement and Expansion

- ii. Authorization to Adopt Resolution 13-008 for the Amendment and Restatement of the LYNX Money Purchase Plan 001
- iii. Authorization to Issue a Purchase Order in the Amount of \$145,200 to Tribridge for LYNX' Fare Collection Program Support and Implementation Planning Assistance
- iv. Authorization to Enter into the Knight/LYNX Late Evening/Weekend Service Agreement with the University of Central Florida (UCF) Student Government Association (SGA)
- v. Authorization to Ratify the Annual Participatory Funding Agreement with MetroPlan Orlando for FY2013/2014
- 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
- vii. Authorization to Implement Paratransit Ridership Reduction and Cost Saving Efforts
- viii. Confirmation of the Appointment of Tangee Mobley to the Position of Director of Transportation and Maintenance
- 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
- 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

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

7. Action Agenda

A. **Authorization to Initiate the Public Participation Process for the Proposed SunRail Bus Feeder Plan**

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

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.

LYNX is in the process of updating their Title VI Plan to be compliant with FTA's revised Title VI Circular 4702.1B 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.

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.

Motion was made and seconded to authorize the initiation of the public participation process for the proposed SunRail Bus Feeder Plan. Motion passed unanimously.

B. Authorization to Initiate the Public Participation Process for the Proposed LYNX Fare Structure and Technology

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

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.

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.

Staff is requesting authorization to initiate the public participation process 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 for approval.

Motion was made and seconded to initiate the public participation process for the proposed LYNX fare structure and technology. Motion passed unanimously.

- C. Authorization to Amend LYNX' FY2013 Operating and Capital Budgets**
- D. Authorization to Adopt Fiscal Year 2014 Operating and Capital Budgets**
- E. Authorization to Enter into the FY2014 Service Funding Agreements with the Regional Funding Partners**
- F. Authorization to Adopt Resolution #13-009 Recommending the Locally Preferred Alternatives in the US 192 Alternatives Analysis Study**

The Chairman recognized Commissioner Carlton Henley, Chairman, LYNX' Audit Committee.

Commissioner Henley stated that LYNX' Audit Committee received an extensive presentation at its meeting of Action Agenda Items C, D, E, and F and that the Committee had made recommendations for their approval.

The Chairman requested verification from LYNX' General Counsel, Jim Goldsmith, that a Motion on the four Action Agenda Items could be taken collectively. General Counsel confirmed the items could be taken under a singular Motion.

The Chairman asked if any Board member wished to receive additional staff presentations or if there were questions concerning the actions being requested. Hearing none, the Chairman called for the Motion.

Motion was made and seconded to authorize the actions requested contained in Action Agenda Items C, D, E and F. Motion passed unanimously.

G. 2014 State Legislative Priorities

The Chairman recognized J Marsh McLawhorn, Chief Government Affairs Officer, to make the presentation.

- Create Parity for All Florida Colleges to establish Transportation Access Fees
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. LYNX supports enabling multi-jurisdictional RTA's with the same ability to defend their public from harm as do other entities defined as Critical infrastructure.

- State Transportation and the Transportation Disadvantaged Trust Funds
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:
 - 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 LYNX' funding partners consistent with the direction of LYNX' Board of Directors.

Mr. Marsh noted that the staff had been advised that the \$2 rental car surcharge may not receive a legislative hearing during this year's session; therefore, while LYNX' Board has been supportive of the legislation and it has been a priority in previous years, staff did not include it this year.

The Chairman noted that LYNX' Board needs to be consistently on record as supportive of the \$2 rental car surcharge.

Commissioner Henley provided that a recent survey of the community reported an overwhelming support of the rental car surcharge.

The Chairman requested staff to add the \$2 rental car surcharge to LYNX' legislative priorities.

Motion was made and seconded to support the 2014 legislative priorities with the inclusion of the \$2 rental car surcharge as a priority. Motion passed unanimously.

H. Election of the 2014 Board of Directors' Officers

The Chairman recognized Jim Goldsmith, LYNX' General Counsel, to preside over the election of officers.

Mr. Goldsmith recognized Commissioner Carlton Henley.

Commissioner Henley made a Motion to nominate Mayor Dyer as Chairman of LYNX' Board of Directors. The Motion received a second.

Mr. Goldsmith asked if there were any other nominations for Chairman of the Board. Hearing no other nominations, Mr. Goldsmith called for the vote.

Motion to elect Mayor Buddy Dyer as Chairman of LYNX' 2014 Board of Directors passed unanimously.

Mr. Goldsmith asked for a Motion to nominate Vice Chairman of LYNX' Board of Directors.

Commissioner Henley made a Motion to nominate Commissioner Attkisson as Vice Chairman of LYNX' Board of Directors. The Motion received a second.

Mr. Goldsmith asked if there were any other nominations for Vice Chairman of the Board. Hearing no other nominations, Mr. Goldsmith called for the vote.

Motion to elect Commissioner Frank Attkisson as Vice Chairman of LYNX' 2014 Board of Directors passed unanimously.

Mr. Goldsmith asked for a Motion to nominate Secretary of LYNX' Board of Directors.

Mayor Buddy Dyer made a Motion to nominate Mayor Jacobs as Secretary of LYNX' Board of Directors. The Motion received a second.

Mr. Goldsmith asked if there were any other nominations for Secretary of the Board. Hearing no other nominations, Mr. Goldsmith called for the vote.

Motion to elect Mayor Teresa Jacobs as Secretary of LYNX' 2014 Board of Directors passed unanimously.

I. Approval of the Board of Directors' 2014 Meeting Dates

The Chairman noted the following proposed 2014 meeting dates of the Board:

January 29, 2014	July 24, 2014
March 27, 2014	September 25, 2014
May 22, 2014	November 13, 2014

Motion and second was made to approve the Board of Directors' 2014 meeting dates. The motion passed unanimously.

8. Other Business

The Chairman stated that he has served as LYNX' Board of Directors representative for the last year to the MetroPlan Orlando Board of Directors.

The Chairman made a Motion to nominate Osceola County Commissioner Frank Attkisson to serve as LYNX' Board of Directors representative to the MetroPlan Orlando Board of Directors. The Motion received a second.

Motion to elect Commissioner Attkisson as LYNX' Board of Directors representative to the MetroPlan Orlando Board of Directors passed unanimously.

Chairman Dyer noted that Commissioner Attkisson will also serve as the representative of SunRail.

The Chairman noted that John Lewis has served as LYNX' Chief Executive Officer for 3 years. At this time, the Chief Executive Officer will undergo an annual review. He stated that the evaluation process that has been conducted in previous years will be repeated for this annual review. An evaluation form will be sent to each member of the Board for their completion. Once the forms are returned, the results will be brought back to the Board of Directors.

9. Monthly Reports

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

Meeting adjourned at 1:51 p.m.

Consent Agenda Item #7.A. i

To: LYNX Board of Directors

From: Baunie McConnell
DIRECTOR OF RISK MGMT & SAFETY
Baunie McConnell
(Technical Contact)

Phone: 407.841.2279 ext: 6127

Item Name: Request for Proposal (RFP)
Authorization to Release a Request for Proposal (RFP) for Third Party
Administrative (TPA) Services for Workers' Compensation and Tort and
General Liability Legal Services

Date: 12/4/2013

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to release a Request for Proposal (RFP) for Third Party Administrative (TPA) Services for Workers' Compensation and tort and general liability legal services. The terms will include a "not-to-exceed" amount of \$72,500 for one Workers' Compensation firm and \$215,000 in the aggregate for two tort and general liability litigation firms. The contract terms will be for an initial three (3) year period with two (2) one (1) year options.

BACKGROUND:

The Board approved the award of Contract #10-C17 on March 25, 2010 with Integrated Claim Solutions to provide Workers' Compensation services. The initial term of the contract was three (3) years, with two (2) one (1) year options. The first option year was not exercised and the contract expired on March 31, 2013.

The Board approved the award of Contract #09-C28 on April 29, 2009 with the law firm of Fisher, Rushmer, Werrenrath, Dickson, Talley & Dunlap P.A. to provide tort and general liability legal services. The initial term of the contract was three years with two (2) one (1) year options. The current contract expires on April 30, 2014.

The Board approved the award of Contract #09-C29 on April 22, 2009 with the law firm of Zimmerman Kiser Sutcliffe to provide tort and general liability legal services. The initial term of the contract was three years with two (2) one (1) year options. The current contract expires on April 30, 2014.

The contracts will include services provided by the TPA as follows:

Workers' Compensation Third Party Administrative Services:

The TPA provides professional services for the handling of the Workers' Compensation claims filed with LYNX, as necessary, in conjunction with the LYNX Risk Management Division. The TPA is responsible for all filings with the State, updating the States Electronic Data Information System, determining compensability and all payments, if necessary, and attending all hearings and all court proceedings.

Tort and General Liability Third Party Administrative Services

The TPA provides professional services for handling of the tort and general liability claims that are filed with LYNX, as necessary, in conjunction with the LYNX Risk Management Division. The TPA is responsible for investigating and assessing all claims for liability, issuance, of any payments that are due, negotiations for settlements and obtaining all releases and scene investigations as necessary.

FISCAL IMPACT:

LYNX staff included \$72,500 for Workers' Compensation legal services and \$215,000 in the aggregate for general liability legal services in the FY2014 Adopted Operating Budget. The estimated FY2013 expenses are \$346,200 for general liability legal services and \$34,150 for Workers' Compensation services.

Consent Agenda Item #7.B. i

To: LYNX Board of Directors

From: Donna Tefertiller
DIRECTOR OF HUMAN RESOURCES
STEPHEN BERRY
(Technical Contact)
Zerry Hogan
(Technical Contact)

Phone: 407.841.2279 ext: 6119

Item Name: Award Contracts
Authorization to Award a Contract to FAAC Incorporated for Transit Simulator System

Date: 12/4/2013

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to award a contract to FAAC, Incorporated for the Transit Simulator System.

BACKGROUND:

Per LYNX Governing Board authorization on May 23, 2013 a Request for Proposal (RFP) was issued for the selection of a vendor to provide a Transit Simulator System. When used in conjunction with a training curriculum, the simulator enables the training, development and testing of bus operators in the following skills:

- Situation awareness
- Judgment skills
- Decision-making skills
- Multi-tasking
- Skills assessment in a safe environment
- Low occurrence, high risk vehicle maneuvering skills
- Individual and Team skill building

LYNX Board Agenda

The RFP was issued August 5, 2013 and was due September 5, 2013. Four (4) Transit Simulator vendors submitted proposals. The vendors, scores and (ordinal ranking) were:

FAAC Incorporated 267.06 (4)
Wegmann USA Incorporated 266 (6)
DORON Precision Systems Incorporated 263 (9)
L-3 D. P. Associates 261.64 (9)

The Source Evaluation Committee (SEC) convened and is recommending award to FAAC, Inc. This firm received the highest score and lowest ordinal ranking during the evaluation. One (1) unit will be purchased at a cost of \$355,500.



FISCAL IMPACT:

LYNX staff included \$650,000 in the FY2014 Adopted Capital Budget for a training bus simulator.

Consent Agenda Item #7.B. ii

To: LYNX Board of Directors

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

Phone: 407.841.2279 ext: 6161

Item Name: Award Contracts
Authorization to Award a Contract to Hub City Ford for Vanpool
Conversions

Date: 12/4/2013

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to award a contract for vanpool vehicle conversions.

The contract award to Hub City Ford would allow for the initial conversion of twenty (20) vehicles at a total cost of \$137,163. In addition to the initial order of conversions, contract options allow for the conversion of twenty-eight (28) vans with a value of approximately \$212,837. The total cost of the initial contract and all options is \$350,000.

BACKGROUND:

The LYNX vanpool program was developed to provide another option for the Central Florida community commuting to work. LYNX currently has one-hundred (100) 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.

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

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program. The conversion typically 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. LYNX staff has estimated needing up to 48 vehicles converted in Fiscal Year 2014.

Per Governing Board authorization on September 19, 2013, an Invitation for Bid was issued and due October 17, 2013. Two responses were received as follows:

Hub City Ford \$137,163.

Don Reid Ford Non-responsive

FISCAL IMPACT:

LYNX staff included \$350,000 in the FY2014 Capital Budget for the purchase 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 #7.B. iii

To: LYNX Board of Directors

From: Bernard Guida
DIRECTOR OF PROCUREMENT
Gregory Anderson
(Technical Contact)

Phone: 407.841.2279 ext: 6057

Item Name: Award Contracts
Authorization to Award a Contract to Gillig LLC on behalf of the Florida
Public Transportation Association (FPTA) Bus Consortium for the
Manufacture and Delivery of Heavy Duty Transit Buses

Date: 12/4/2013

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to award a five (5) year transit bus manufacturing contract to Gillig, LLC on behalf of the Florida Public Transportation Association bus consortium for heavy duty transit buses.

BACKGROUND:

In 1996, the transit property members of the Florida Public Transportation Association (FPTA) created a consortium with the intended purpose of purchasing heavy duty transit buses under a single contract in order to leverage the purchasing power of the members throughout the State.

LYNX was designated as the lead procurement agency for the Consortium Contract in 2008, and again for the current solicitation (LYNX RFP 13-R06) which was released on June 24, 2013 based on LYNX Governing Board authorization provided on January 31, 2013. There are twenty-four (24) transit properties participating in the consortium. Each property submitted a five-year forecast identifying the number of anticipated bus purchased planned for the five year term of the contract.

Two changes were incorporated into the current solicitation and resulting contract in order to address FTA concerns regarding the number of options available under the contract, and how those options were being distributed. The changes to the contract were necessitated as a result of the FTA "Dear Colleague" letter issued to transit properties nationwide. The changes were as follows:

1. Transfer of options was limited to the listed consortium members.

2. Transit properties wishing to join the consortium were required to supply a formal request to be included in the consortium backed up by an official agency document which justified their maximum quantities requested

Under this contract, participating transit agencies will continue to pay a transaction fee of \$500 per bus, not to exceed \$10,000 per contract year. As the lead agency, LYNX is exempt from paying the transaction fee.

In collaboration with LYNX procurement staff, the FPTA board, and their technical sub-committee, it was determined that it would be beneficial to provide the industry a draft of the RFP for review and comment. An ad was placed in Passenger Transport, and notice was sent out to known manufacturers and major sub-suppliers that a draft document was available on the LYNX website for industry review and comment.

Based on industry feedback technical specifications were revised to more closely follow the APTA Standard Bus Procurement Guidelines specification.

The final RFP was released on June 24, 2013 and noticed to 20 firms. Proposals were due to LYNX by 2:00 p.m. EST on Wednesday, August 19, 2013.

Gillig LLC, the current supplier, submitted the single proposal, which was found to be a responsive and responsible offer. LYNX procurement staff entered into negotiations with Gillig to ensure that the offered pricing was fair and reasonable. These negotiations resulted in a potential savings to the contract (shared among all the members of the consortium) of \$2,880,000 over the five year term of the contract.

The base pricing of the buses for year one is as follows:

40 ft. HD Transit Bus (Base Package)	\$389,713.00
35 ft. HD Transit Bus (Base Package)	\$385,213.00
30 ft. HD Transit Bus (Base Package)	\$378,599.00
Major Options	
Allison H40EP System with Vanner HBA (upcharge)	\$197,823.00
BAE Series HybriDrive System APS1 (upcharge)	\$179,032.00
BAE Series HybriDrive System APS2 (upcharge)	\$198,917.00
CNG	\$53,705.00

In addition to the base price of the vehicle, Gillig provided a list of optional equipment items, allowing each ordering agency to customize the bus to their particular needs. Major power package / fuel type options (including a new option for Compressed Natural Gas) are as listed above. The cost of the hybrid drive or CNG option will be added to the base price of the vehicle.

Each year Gillig, LLC is allowed a price increase which is based upon the U.S. Department of Labor/Bureau of Labor Statistics Producer Price Index (“PPI”) Category 1413, “Trucks and Bus Bodies”. The escalation in this index will be used to adjust the Base Order Prices.

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The minimum number of buses to be purchased by the consortium during the five (5) year period is twenty-four (24). This requirement can be met by any combination of orders placed under the contract by any consortium member or combination of members. The maximum number of buses including hybrids and CNG powered buses which can be purchased during the contract term is one thousand five hundred eighty-five (1,585).

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

The DBE requirement for the purchasing of rolling stock is monitored by the Federal Transit Administration (FTA).

FISCAL IMPACT:

LYNX staff included \$9,786,430 in the FY2014 Adopted Capital Budget for the purchase of buses. The Contract to Gillig, LLC is on behalf of the Florida Public Transportation Association (FPTA) Bus Consortium for the manufacture and delivery of heavy duty transit buses.

Consent Agenda Item #7.C. i

To: LYNX Board of Directors

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

Phone: 407.841.2279 ext: 6023

Item Name: Extension of Contracts
Authorization to Exercise the First Option Year of Contract #11-C12 with
AECOM Technical Services for Architecture and Engineering Services for
Facilities Projects

Date: 12/4/2013

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-C12 for Architecture and Engineering Services (A&E) to AECOM Technical Services, Inc. Given the age of LYNX facilities and the current work being proposed to comply with MAP-21 requirements, LYNX is also asking for an increase of the annual dollar amount from the current not-to-exceed amount of \$500,000 to \$1,600,000.

BACKGROUND:

The current term of the first three years of the contract for A&E services expires January 27, 2014. The original contract was awarded at the January 27, 2011 Board of Directors meeting.

The general scope of work is for professional architectural and engineering services and assistance for various types and sizes of projects ranging from improvements, modifications and/or improvements to existing facilities to the design build plans for new transit facilities. Type of work required to undertake list of projects includes, but is not limited to environmental investigations, studies or reports, design of various transit infrastructure improvement to include access that conforms to the Americans with Disabilities Act (ADA) requirements; field review and analysis; cost estimating; construction oversight and management, site selection, bus operating facilities, and related real estate activities to be provided on an as-needed basis.

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With the addition in the last year of a Director of Engineering, a back-log of facilities related projects have been moved to the forefront for the FY starting October 2014. These budgeted items included Facility ADA Study and Review, MAP 21 Implementation Plan, Required Documentation and Services for North and South Operating Bases, Required Documentation and Services for LYMMO and US 192 BRT Expansions, Assistance with Design/Build Scope of Works, Building Maintenance Plans, Pavement Study Review LOC and LCS and Superstops, Roof Paving and Structural Engineering, LOC Facility Maintenance Issues, Remediation Issues at South Street and Associated Coordination, and Security System Upgrades.

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

LYNX has an established DBE goal of 6% participation for this Contract.

FISCAL IMPACT:

LYNX staff included \$1,425,000 in the FY2014 Adopted Operating Budget and \$1,396,275 in the FY2014 Adopted Capital Budget for architectural and engineering related services that could be completed under this contract.

Consent Agenda Item #7.C. 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: Extension of Contracts
Authorization to Exercise the First Option Year of Contract #10-C36 and Contract #10-C37 with Burgess Chambers for Investment Monitoring Services

Date: 12/4/2013

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 #10-C36 and Contract #10-C37 for investment monitoring services with Burgess Chambers & Associates for the Money Purchase Plan and Deferred Compensation Plan Investment Monitor.

BACKGROUND:

In 1994, LYNX adopted the Deferred Compensation Plan for all eligible LYNX employees pursuant to section 457 of the Internal Revenue Code. LYNX also adopted the Money Purchase Plan for those administrative employees who qualified. In August, 2007, the Hartford was retained to replace Nationwide as the service provider for both plans.

The trustees of the Money Purchase Plan determined that enhanced investment options and more educational information were necessary to assist participants in achieving their retirement goals. Burgess Chambers & Associates (BCA), the consultant hired by the Money Purchase Plan to monitor and review the investment funds performance, recommended adding Life Style investment options for participants. This plan would provide a participant with the option of several professionally managed portfolios, based upon risk tolerance and anticipated retirement date. BCA's contract expired and thus an RFP was released.

The RFP was released on October 23, 2009 and proposals were due to LYNX by 2:00 p.m. EST on November 19, 2009.

LYNX Board Agenda

The current term of the first three years of Contract #10-C36 and Contract #10-C37 for investment monitoring services will expire on December 31, 2013. The original Contract was awarded on January 1, 2010. The total yearly value of this contract is capped at \$30,000.

FISCAL IMPACT:

It is not possible to determine whether this will result in a fiscal impact to LYNX. It is anticipated that the revenues generated by the fund line-up with Mass Mutual will produce more than enough revenue to pay Mass Mutual's administrative fee. Any additional revenues generated can be used to offset fees for BCA services to the Deferred Compensation Plan. If insufficient revenue is generated from the fund line-up, then LYNX would be responsible for paying the balance of BCA's fees. We believe this amount can be covered in the current LYNX budget.

LYNX staff included \$14,000 in the FY2014 Adopted Operating Budget for investment monitoring services. The estimated FY2013 expense for investment monitoring services is \$10,707.

Consent Agenda Item #7.C. iii

To: LYNX Board of Directors

From: Daniel Healey
DIRECTOR OF ENGINEERING
Laura Minns
(Technical Contact)

Phone: 407.841.2279 ext: 6023

Item Name: Extension of Contracts
Authorization to Award an Extension of Task Order #12-05 under Contract #09-C08 with Reynolds, Smith and Hills for Quality Assurance and Quality Control Administration for the Parramore BRT and East/West BRT LYMMO Expansion Projects

Date: 12/4/2013

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to extend the existing Task Order #12-05 under Contract #09-C08 with Reynolds, Smith and Hills (RS&H) through completion of the LYMMO expansion projects which are anticipated to be closed out by August 31, 2014. Staff also requests authorization to increase the contract by an amount not to exceed \$85,000.

BACKGROUND:

RS&H's General Planning Services Contract #09-C08 expires December 2013. The company is currently providing Quality Assurance and Quality Control (QA/QC) Administrator duties for the Parramore and East/West BRT LYMMO Expansion Projects. All amendments and extensions to the Contract must be made prior to its expiration. Staff recommends maintaining continuity with project staffing and contractor support.

PROPOSED NEW EXPANSION:

RS&H's QA/QC administrative services are in support of the construction of the Parramore and East/West BRT LYMMO Expansion projects and combined will add an additional 5.8 miles of expanded LYMMO service. The two BRTs will operate in exclusive lanes as well as mixed traffic. The new service will require 7 (7) additional 35' hybrid electric buses similar to the existing buses operating on the existing LYMMO route. It should be noted that the buses for this project will be procured separately and delivery is expected in October 2013. Once construction is complete and the project is closed out, the QA/QC Administrator duties will cease for the project.

FISCAL IMPACT:

LYNX staff included remaining unobligated balances in the amount of \$12,660,598 for the Parramore BRT and \$475,412 for the East/West BRT in the FY2014 Adopted Capital Budget for design and build activities. The funding for the Parramore BRT is comprised of \$9,520,416 in Federal funds and \$3,140,182 in local funding.

***Quality Assurance Program Plan and Project Management Plan
Parramore BRT & East-West Circulator D/B Projects
Task Work Order No. 14-01
Contract #09-C08***

RS&H, Inc.

Scope of Services

Description of Work

LYNX has selected Design-Build Firms to prepare design plans and to construct two extensions of the existing LYMMO downtown Bus Rapid Transit (BRT) system: The Parramore and the East-West systems. LYNX is the Project Owner for both of these projects (also referred to as LYMMO Expansion Projects). The Parramore project was largely funded through a Federal Transit Administration (FTA) Transportation Infrastructure Generating Economic Recovery (TIGER II) grant, while the East-West project was largely funded through an FTA New Starts grant. LYNX is responsible for the implementation of the projects consistent with the two grant agreements. LYNX will provide Project oversight throughout the duration of the Project through the assignment of a Project Manager and a Project Engineer. Further, LYNX has appointed a Quality Assurance Administrator to oversee all issues related to the Quality Assurance Program Plan (QAPP).

The objective of this Task Work Order is to continue the services of a Quality Assurance (QA) Administrator to assist LYNX in the implementation of the QAPP and the overall QA Program for the two Design-Build (D-B) projects. This QA Administrator position is anticipated to be a part-time requirement.

This Task Work Order will also include periodic updates to the Project Management Plan (PMP) for the LYMMO Expansion Projects, as required to meet FTA documentation compliance.

Task Work Order Activities

TASK 1 – QUALITY ASSURANCE ADMINISTRATOR

Task 1 addresses the provision of a QA Administrator to assist LYNX in the implementation of the QAPP and the overall QA Program for the two D-B BRT projects. This position is anticipated to require less than full-time support (approximately 16 hours per week).

The QA Administrator position duties and responsibilities have been fully developed within the QAPP document. The following duties and responsibilities are anticipated for this position:

- Oversee and manage the QAPP throughout the project timeline as directed by the LYNX Project Manager; Ensure Project Team compliance with and adherence to the QAPP; Oversee QA/QC activities performed by the D/B consultant, the City of Orlando, LYNX staff and consultants to report and document the oversight activities in accordance with the QAPP.

- Provide Quality Assurance (QA) and Quality Control (QC) oversight for the purposes of LYNX's compliance with the FTA grant agreements and project management requirements identified in the two D-B Project Management Plans.
- Provide oversight of the D-B Team consultants and contractors and the City of Orlando to ensure that appropriate processes are followed and documented as required by the approved QA/QC plans.
- Ensure, through oversight and coordination with the LYNX Safety and Security Manager that required safety and security procedures are followed by the design and construction teams during design, construction, and testing of the system.
- Ensure, through documented review, that the qualifications and training of the D-B Teams personnel are consistent with the QA/QC plans and the Projects' QAPP training requirements.
- Conduct monthly meetings during the design and construction of the BRT projects with QA/QC staff of the City of Orlando and with the QA/QC staff of the D-B Team to assess compliance with the QAPP.
- Report to the LYNX BRT Project Director and the LYNX Project Manager QA/QC activities as required by the QAPP.
- Follow QA/QC control procedures and comply with LYNX's document Control processes.
- Prepare non-conformance reports and manage the non-conformance process in coordination with LYNX's Project Manager, its consultants, including the Design/Build Team, and the City of Orlando as required by the QAPP.
- Follow-up and verify the status of corrective actions and update non-conformance reports at least once every two weeks or as described in the QAPP.
- Participate in quarterly quality assurance reviews (or audits), and report such reviews to the LYNX BRT Project Director and the Project Manager consistent with the processes described in the QAPP.
- Provide other QA/QC services as required to assist LYNX with the execution of the Parramore and East-West BRT D-B Projects.

LYNX anticipates up to 40 weeks of part-time support of the QA Administrator (August 2013 through May 2014). The professional services provided under this Task Work Order will be at the request of LYNX managing staff, and will be provided and invoiced on an hourly basis, not to exceed the amount shown on the attached Manhour and Fee Estimate. Should LYNX require services beyond this budgeted amount, or require services beyond the anticipated 40 week period, this Task Work Order may be supplemented by agreement between RS&H and LYNX managing staff.

TASK 2 – QUALITY ASSURANCE ADMINISTRATOR

This task will provide for professional services to assist the LYNX Project Manager with periodic updates to the LYMMO Expansion Projects documentation, the PMP. It is anticipated that up to three (3) updates may be required during the 40 week period, which may include updating schedules and organizational charts as well as specific responsibilities and protocols related to the commencement of construction activities. LYNX anticipates that each update may require up to 20 hours.

Consent Agenda Item #7.D. i

To: LYNX Board of Directors

From: Daniel Healey
DIRECTOR OF ENGINEERING
Laura Minns
(Technical Contact)
Patricia Bryant
(Technical Contact)
Selita Stubbs
(Technical Contact)

Phone: 407.841.2279 ext: 6023

Item Name: Miscellaneous
Authorization to Increase the Contingency Amount of Contract #13-C12
with PCL Construction Services for the East/West BRT LYMMO
Expansion

Date: 12/4/2013

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to increase the contingency amount of Contract #13-C12 with PCL Construction Service for the East/West BRT Construction Phase by \$207,815.

BACKGROUND:

PCL Construction Services is the Design/Build Contractor for the East/West BRT LYMMO Expansion. After Contract #13-C12 was given notice to proceed, the City of Orlando constructed drainage improvements on Central Blvd. between Westmoreland and Parramore Avenue. As a result, PCL will not be required to pave and re-surface this section of roadway as previously anticipated. This cost savings can be used for future project changes that are unknown at this time and will now be budgeted as project contingency.

FISCAL IMPACT:

The action being requested will increase the overall contract contingency from \$283,359 or five percent (5%) of the guaranteed maximum contract price to \$491,174 or approximately nine percent (9%) of the guaranteed maximum contract price to be paid by LYNX. LYNX staff included \$3,663,278 in the FY2014 budget related to the East/West BRT project under this contract. If the contingency funds are not necessary to support this contract they will be unencumbered from the appropriate fiscal year's capital budget.

Consent Agenda Item #7.D. ii

To: LYNX Board of Directors

From: Baunie McConnell
DIRECTOR OF RISK MGMT & SAFETY
Baunie McConnell
(Technical Contact)

Phone: 407.841.2279 ext: 6127

Item Name: Miscellaneous
Authorization to Increase Contract #09-C28 with Fisher, Rushmer,
Werrenrath, and Contract #09-C29 with Zimmerman Kiser Sutcliffe and
for General Liability Legal Services

Date: 12/4/2013

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 under Contract #s 09-C28 and 09-C29 with General Liability Legal Counsel Firms of Zimmerman Kiser Sutcliffe and Fisher, Rushmer, Werrenrath for General Liability, Auto Liability and Public Liability legal services by \$160,000 in the aggregate for the period October 1, 2013 through April 30, 2014.

BACKGROUND:

The Board approved the award of Contract #09-C28 and Contract #09-C29 on April 22, 2009 with the law firms of Zimmerman Kiser Sutcliffe and Fisher, Rushmer, Werrenrath for General Liability Legal Services. The initial term of the Contract is three (3) years with 2 one-year options. The current Contract expires on April 30, 2014. LYNX contracts with this law firm to provide LYNX with legal representation for litigated matters related to commercial general liability claims.

PROPOSED NEW EXPANSION:

Due to legal expenses related to litigation and trial preparation for liability claims, it is necessary to amend the Contracts and increase the previous approved amount by \$160,000.

FISCAL IMPACT:

LYNX staff included \$215,000 in the FY2014 Adopted Operating Budget for general liability legal services. The estimated FY2013 expense for general liability legal services is \$346,200.

Consent Agenda Item #7.D. iii

To: LYNX Board of Directors

From: **Stuart Boggs**
DIRECTOR OF PLANNING & DEVELOPMENT
Belinda Balleras
(Technical Contact)

Phone: 407.841.2279 ext: 6009

Item Name: Miscellaneous
Authorization to Ratify the Execution of Metroplan Orlando's FY2013/2014 Unified Planning Work Program (UPWP) Agreement

Date: 12/4/2013

ACTION REQUESTED:

Staff is requesting the Board of Directors' ratification of the Chief Executive Officer's (CEO) execution of contract with METROPLAN ORLANDO for planning funds in the amount of \$306,908 to conduct transit planning tasks as contained in the FY2013/2014 Unified Planning Work Program (UPWP).

BACKGROUND:

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

The Federal Transit Administration (FTA) and Florida Commission for the Transportation Disadvantaged annually appropriate planning funds to the METROPLAN ORLANDO. A portion of the Federal funds along with State funds are used to specifically address transit related planning and data collection activities. Annually, FTA funds are received under a Metropolitan Planning Program (Section 5303) grant and are passed through to LYNX for planning activities identified as part of the Unified Planning Work Program (UPWP). Additionally, state planning funds for transportation disadvantaged services are annually included in a grant from FDOT to METROPLAN ORLANDO and are passed through to LYNX.

LYNX staff has coordinated with METROPLAN ORLANDO to define certain transit planning tasks and their funding levels which have been incorporated into the 2013/2014 fiscal year UPWP. The UPWP has been adopted by the METROPLAN ORLANDO Board and is the

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regional document defining various transportation planning activities programmed annually by federal, state and local governments.

The 2013/2014 fiscal year LYNX planning activities included in METROPLAN ORLANDO's Metropolitan Planning Program and State grants are as follows:

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

Attached is a copy of the agreement with METROPLAN ORLANDO for FY2013/2014 fiscal year transit planning activities. This is a recurring agreement based on the annual funding allocations included in the regionally adopted Unified Planning Work Program.

FISCAL IMPACT:

LYNX staff included planning projects eligible for 5303 funding in the FY2014 Operating Budget totaling \$306,908. The planning grant funds include the following:

Description	Amount
FY2012 Carryover Funding	\$ 11,327
FY2013 Carryover Funding	33,050
FY2014 5303 Funding	194,500
FY2014 TD Pass Through Funding	<u>68,031</u>
Total	\$ 306,908

Project amounts that exceed 5303 grant funds will be funded using Federal 5307 grant revenue.

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

WITNESSETH:

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

1. That the CONTRACTOR hereby covenants and agrees to render professional services in carrying out and completing certain elements of the FY 2013/2014 Orlando Urban Area Unified Planning Work Program as outlined in the Scope of the Project and Budget which are attached to and made a part of this contract as Exhibit A, provided, however, that the total amount of the reimbursable costs to the CONTRACTOR shall not exceed Three Hundred Sixty Thousand Nine Hundred Seven Dollars and Sixty-Seven Cents (\$306,907.67). Of this amount, One Hundred Ninety-Four Thousand Five Hundred Dollars (\$194,500.00) shall be provided from the FTA FL-80-X23 grant for FY 2013/2014.
2. Thirty-Three Thousand Forty-Nine Dollars and Sixty-Seven Cents (\$33,049.67) shall be provided as carryforward funds from the FTA FL-80-X22 grant for FY 2012/2013.
3. Eleven Thousand Three Hundred Twenty-Seven Dollars (\$11,327.00) shall be provided as carryforward funds from the FTA FL-80-X21 grant for FY 2011/2012.
4. Sixty-Six Thousand Thirty-One Dollars (\$68,031.00) shall be provided from the Florida Commission for the Transportation Disadvantaged FY 2013/2014 planning grant.
5. That the CONTRACTOR hereby covenants and agrees as follows:

A. Audit and Inspection

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

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

audit report and any management letters to METROPLAN ORLANDO, and shall provide copies of audit reports for audits conducted in accordance with OMB Circular A-133 to:

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

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

B. Supplemental Agreements

It is understood and agreed that, in order to permit Federal participation, no supplemental agreement of any nature may be entered into by the parties hereto with regard to the work to be performed hereunder without the approval of the U.S. Department of Transportation, anything to the contrary in this Agreement notwithstanding. This Agreement shall not be amended or modified except by a writing signed by both parties. This Agreement constitutes the entire agreement between the parties and supersedes and replaces all prior written or oral agreements relating to the matters set forth.

C. Restrictions, Prohibitions, Controls, and Labor Provisions

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

- (4) Solicitations for Subcontracts, including Procurements of Materials and Equipment. In all solicitations made by competitive bidding or negotiation made by the CONTRACTOR for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor, supplier or lessor shall be notified by the CONTRACTOR of obligations under this contract and the regulations relative to nondiscrimination on the grounds of race, color, religion, sex, age or national origin.
- (5) Disadvantaged Business Enterprises. Participation by Disadvantaged Business Enterprises: The CONTRACTOR shall agree to abide by the statements in Paragraph (1) and (2) which follow. These statements shall be included in all subsequent agreements between the CONTRACTOR and any sub-consultant or contractor.
- a. Policy: It is the policy of METROPLAN ORLANDO that disadvantaged businesses, as defined by *49 Code of Federal Regulations*, shall have an opportunity to participate in the performance of METROPLAN ORLANDO contracts in a non-discriminatory environment. The objectives of the Disadvantaged Business Enterprise program are to ensure non-discrimination in the award and administration of contracts, ensure firms fully meet eligibility standards, help remove barriers to participation, create a level playing field, assist in development of a firm so it can compete successfully outside of the program, provide flexibility, and ensure narrow tailoring of the program.
- b. METROPLAN ORLANDO, its contractors, suppliers, and consultants shall take all necessary and reasonable steps to ensure that disadvantaged businesses have an opportunity to compete for and perform the contract work of METROPLAN ORLANDO in a non-discriminatory environment.

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

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

Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" as set forth in 49 CFR, shall be included by the CONTRACTOR in all lower tier covered transactions and in all aforementioned federal regulation.

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

D. Interest of Members of Congress.

No member of or delegate to the Congress of the United States shall be admitted to any share or part of this contract or to any benefit arising therefrom.

E. Interest of CONTRACTOR.

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

F. Prohibited Interests.

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

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

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

G. Assignability.

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

6. Funds Available. It is expressly understood and agreed that METROPLAN ORLANDO shall be bound by the terms of this contract only to the extent that there are FTA Section 5303 Funds or Transportation Disadvantaged planning funds available to perform its obligations hereunder.

7. The Project Budget. Prior to the execution of this agreement, a Project Budget shall be prepared and attached to this agreement as "Exhibit A." The CONTRACTOR shall maintain said budget, carry out the Project, and incur obligations against Project funds only in conformity with the latest approved budget for the Project. The budget may be revised periodically, but no budget or revision thereof shall be effective unless and until METROPLAN ORLANDO and the CONTRACTOR shall have approved the same in writing.

8. Accounting Records.

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

9. Requisitions and Payments.

A. Preliminary Action by the CONTRACTOR.

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

B. Prompt Payment

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

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

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

10. Termination or Suspension

A. Termination or Suspension Generally. If the CONTRACTOR abandons or, before completion, finally discontinues the Project; or if, by reason of any of the events or conditions set forth in this Agreement or for any other reason, the commencement, prosecution, or timely completion of the Project by the CONTRACTOR is rendered improbable, unfeasible, impossible, or illegal, METROPLAN ORLANDO may, by written notice to the CONTRACTOR, terminate this Agreement. In the event of such termination, the CONTRACTOR shall be paid for all eligible costs and charges incurred up to the time notice of termination is received, and for any action received, and for any action required pursuant to the final termination notice.

B. Action Subsequent to Notice of Termination or Suspension. Upon receipt of any final termination notice under this Section, the CONTRACTOR shall proceed promptly to carry out the actions required therein, which may include any or all of the following:

(1) Cease from obligating new costs after the notice, except for incurring non-calculative costs for close-out of the Project.

(2) Necessary action to terminate or suspend, as the case may be, Project activities and contracts and such other actions as may be required or desirable to keep to the minimum the costs upon the basis of which the financing is to be computed;

(3) Furnish a statement of the status of the Project activities and of the Project account as well as a proposed schedule, plan, and budget for terminating or suspending and closing out Project activities and contracts, and other undertakings the costs of which are otherwise includable as Project costs; and

(4) Remit to METROPLAN ORLANDO such portion of the financing and any advance payment previously received as is due METROPLAN ORLANDO under the provisions of the Agreement. The closing out shall be carried out in conformity with the latest schedule, plan, and budget as approved by METROPLAN ORLANDO or upon the failure of the CONTRACTOR to furnish the schedule, plan and budget within a reasonable time. The acceptance of a remittance by the CONTRACTOR or the closing out of Federal financial participation in the Project shall not constitute a waiver of any claim which METROPLAN ORLANDO may otherwise have arising out of this Agreement.

11. Remission of Project Account upon Completion of Project. Upon completion of the Project and, after payment, provision for payment, or reimbursement of all Project costs is made, the CONTRACTOR shall remit to METROPLAN ORLANDO any unexpended balance in the Project budget.

12. Reports, Maps and Other Documents. All reports, maps, and other documents completed through this Contract funded by FTA, other than documents prepared exclusively for internal use, shall carry the following notation:

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

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

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

13. Ownership of Documents. While this Contract and any subsequent amendments are in force, all original documents and calculations produced by the CONTRACTOR in performing the services herein set forth shall remain the property of METROPLAN ORLANDO.
14. Effective Date. This contract establishes the effective date of October 1, 2013, for the FTA funded work task items, and July 1, 2013, for the TD funded work task item, and recognizes the effective date of June 8, 2000, for the reapportionment of the Orlando Urban Area Metropolitan Planning Organization as a legal entity under Florida Statutes 339.175 in accordance with Federal Guidelines. No funds, however, shall be expended until a Notice to Proceed is issued by METROPLAN ORLANDO.
15. Term and Termination. The provisions of this Agreement for the FTA funds shall terminate at midnight, September 30, 2014, unless a grant extension is approved by the FTA or FDOT. For the TD funds, this Agreement shall terminate at midnight, June 30, 2014. Either party may terminate this Agreement by providing thirty (30) days written notice to the other party.

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

Witness

MetroPlan Orlando

By: _____
Harold W. Barley, Executive Director

Date: _____

Witness

Central Florida Regional
Transportation Authority

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

Date: _____

Exhibit A - Project Scope & Budget

Central Florida Regional Transportation Authority Participation
 FY 2013/2014 Orlando Urban Area Unified Planning Work Program
 FTA & TD Funded Tasks (FY 2013/2014)

Element	Element Description	Estimated Work/Cash Reimbursement				Total
		FTA X021*	FTA X022*	FTA X023	TD	
3.4	Transit System Monitoring	\$ 11,327.00	\$ 20,000.00			\$ 20,000.00
4.1.3	Impacts of Smart Growth Principles on Travel Behavior	\$ 21,851.56	\$ 20,100.00			\$ 53,278.56
4.2.3	Congestion Management Planning		\$ 62,400.00			\$ 62,400.00
4.4.1	Short-Range TDP Update	\$ 6,714.73	\$ 15,000.00			\$ 21,714.73
4.4.3	Safety in Transportation Planning Process	\$ 4,483.26	\$ 15,000.00			\$ 19,483.26
4.4.4	Section Five Transit Quality Level of Service Assessment		\$ 7,000.00			\$ 7,000.00
4.4.5	Security in Transportation Planning Process	\$ 0.12	\$ 15,000.00		\$ 68,031.00	\$ 15,000.12
4.5.1	Rule 41 Transportation Disadvantaged Staff Services			\$ 40,000.00		\$ 68,031.00
4.5.2	Specialized Transit Services Planning					\$ 40,000.00
4.6.6	Environmental Mgmt Sys Plan					\$ -
TOTALS:		\$ 11,327.00	\$ 33,049.67	\$ 194,500.00	\$ 68,031.00	\$ 306,907.67

*FTA X021 and FTA X022 balances are as of June 30, 2013. Any expenditures subsequent to this date shall be considered part of this amount.

Exhibit B
Form Letter

July 1, 2013
Third Party Subcontractor
Address
City, State, Zip

Dear Subcontractor:

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

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

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

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

Sincerely,

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

Cc: Executive Director
Florida Commission for the Transportation Disadvantaged

EXHIBIT C

STATE AGENCY: Florida Commission for the Transportation Disadvantaged

CSFA #: 55.002

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

AMOUNT: \$68,031

COMPLIANCE REQUIREMENTS:

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

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

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

Cash Management: N/A

Eligibility:

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

Beneficiary eligibility:

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

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

Matching: There is no matching requirement under this grant.

EXHIBIT D

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

FEDERAL AGENCY: Federal Transit Administration, Department of Transportation

AUTHORIZATION: 49 U.S.C. 5303

CFDA #: 20.505 Federal Transit Metropolitan Planning Grants

COMPLIANCE REQUIREMENTS:

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

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

Allowable Cost: \$11,327.00 from FTA FL-80-X21, \$33,049.67 from FTA FL-80-X22, \$194,500 from FTA FL-80-X23 and Exhibit "A" attached hereto.

Cash Management: N/A

Eligibility:

Applicant eligibility: FTA Metropolitan Planning Grant Funds are administered and disbursed to metropolitan planning organizations under the current MAP-21 Federal legislation.

Beneficiary eligibility:

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

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

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

Consent Agenda Item #7.D. iv

To: LYNX Board of Directors

From: Tangee Mobley
DIR OF TRANSPORTATION & MAINT
William Hearndon
(Technical Contact)
Belinda Balleras
(Technical Contact)

Phone: 407.841.2279 ext: 6036

Item Name: Miscellaneous
Authorization to Ratify the Submittal of the Shirley Conroy Rural Capital Assistance Grant for Eleven (11) Expansion Mentor Ranger In-Vehicle Mobile Data Terminals

Date: 12/4/2013

ACTION REQUESTED:

Staff is requesting the Board of Directors' ratification of the Chief Executive Officer (CEO) or designee's submittal of a grant application to the Commission for the Transportation Disadvantaged for Rural Area Capital Assistance Support grant in the amount of \$36,377 for the purchase of eleven (11) Trapeze Ranger Mobile Data Terminals and to amend the FY2014 Adopted Capital Budget, accordingly.

BACKGROUND:

On August 23, 2013, the Florida Commission for the Transportation Disadvantaged (TD) released a Notice of Funding Availability under the Shirley Conroy Rural Area Capital Assistance Support Grant Program for \$1.4 million total funding available to all Florida TD service providers. TD Program requirements and considerations are as follows:

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

Applications were due September 20, 2013, with grant award anticipated by early FY2014. The authorizing Resolution No. **13-013** is attached.

LYNX Board Agenda

Following grant application submission, the TD Commission released grant awards in their October 2013 board meeting. LYNX was awarded \$32,739 to fund approximately nine (9) Trapeze Ranger Mobile Data Terminals. The 10% local match in the amount of \$3,638 will be covered from TD fare revenues.

FISCAL IMPACT:

LYNX staff included federal funding in the amount of \$314,575 in the FY2014 Adopted Capital Budget for the purchase of Mobile Data Terminals. LYNX staff will amend the FY2014 Capital Budget to change the source of funding from Federal to State based upon any grant award from the Shirley Conroy Grant to support the purchase of the eleven (11) Mobile Data Terminals.

CFRTA RESOLUTION No. 13-013

**A RESOLUTION OF THE CENTRAL FLORIDA
REGIONAL TRANSPORTATION AUTHORITY,
AUTHORIZING THE FILING OF A SHIRLEY CONROY
RURAL AREA CAPITAL ASSISTANCE SUPPORT GRANT
APPLICATION WITH THE FLORIDA COMMISSION FOR
THE TRANSPORTATION DISADVANTAGED**

WHEREAS, this is a resolution of the GOVERNING BOARD of Central Florida Regional Transportation Authority, d/b/a LYNX (hereinafter BOARD), and hereby authorizes the filing of a Shirley Conroy Rural Capital Assistance Support Grant Application with the Florida Commission for the Transportation Disadvantaged.

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

NOW THEREFORE, BE IT RESOLVED THAT:

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

**CERTIFICATION OF THE ADOPTION OF THE PROPOSED RESOLUTION 13-013
APPROVING THE FILING OF THE SHIRLEY CONROY RURAL AREA CAPITAL
ASSISTANCE SUPPORT GRANT APPLICATION WITH THE FLORIDA
COMMISSION FOR THE TRANSPORTATION DISADVANTAGED**

APPROVED AND ADOPTED this 4th day of December, 2013, by the Governing Board of Directors of the Central Florida Regional Transportation Authority.

CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY

By: Governing Board

Chairman

ATTEST:

Assistant Secretary

Consent Agenda Item #7.D. v

To: LYNX Board of Directors

From: Tangee Mobley
DIR OF TRANSPORTATION & MAINT
David Burnett
(Technical Contact)

Phone: 407.841.2279 ext: 6036

Item Name: Miscellaneous
Authorization to Upgrade the Motorola MCC 7500 Console

Date: 12/4/2013

ACTION REQUESTED:

Staff is requesting the Board of Director's authorization for the Chief Executive Officer (CEO) or designee to purchase up to four (4) Motorola MCC 7500 IP Consoles with Solutions for a price not to exceed \$307,882. This equipment along with the solution would be delivered in the second quarter of FY2014.

This purchase does not meet the Buy America requirement for federal funding. As such, staff is requesting to amend the FY2014 Adopted Capital Budget to fund this purchase from Reserves.

BACKGROUND:

In August 2013, Orange County informed LYNX it was moving forward with upgrading its radio system to a MCC 7500. Currently, LYNX uses Motorola Gold Elite consoles. LYNX is under contract with Orange County to use its radio system for both voice and data communications between drivers, supervisors, dispatchers and support vehicles.

This purchase will be based on a sole source as all of the radio equipment in use must be compatible with existing systems at LYNX and Orange County.

LYNX Board Agenda

The Vendor is providing a 5% discount for its Gold Elite equipment.

Quantity	Item	Unit Cost	Extended Cost
4	MCC 7500 VPM	\$52,814.86	\$211,259.44
4	System Integration	\$28,206.72	\$112,826.88
	Total Costs before 5% discount	\$81,021.58	\$324,086.32
1	5% discount	\$ 4,051.08	\$ 16,204.32
	Total Costs after 5% discount	\$76,970.50	\$307,882.00

FISCAL IMPACT:

LYNX staff included \$306,000 of federal funding in the FY2014 Adopted Capital Budget for the MCC 7500 Motorola console upgrade. This purchase does not meet the Buy America requirement for federal funding. Upon Board approval, LYNX staff will amend the FY2014 Adopted Capital Budget to fund the purchase through Reserves.

Consent Agenda Item #7.D. vi

To: LYNX Board of Directors

From: Tangee Mobley
DIR OF TRANSPORTATION & MAINT
David Rodriguez
(Technical Contact)

Phone: 407.841.2279 ext: 6036

Item Name: Miscellaneous
Authorization to Purchase Twenty (20) Diesel or CNG Replacement Buses
under LYNX Contract with Gillig, LLC

Date: 12/4/2013

ACTION REQUESTED:

Staff is requesting the Board of Director's authorization for the Chief Executive Officer, (CEO) or designee to purchase up to twenty (20) replacement transit buses at a not-to-exceed amount of \$9,549,960 for diesel buses or \$10,749,960 for CNG buses from Gillig, LLC, which would be delivered during FY2014/15. The purchase of the replacement buses will be under Gillig, LLC Contract #14-C09 which will be effective in December 2013.

BACKGROUND:

LYNX has an active fleet of two hundred eighty-four (284) buses. This bus replacement is part of LYNX TDP, (Transit Development Plan). Upon arrival, LYNX will retire a like amount of buses in accordance with FTA (Federal Transit Administration) guidelines.

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

LYNX Board Agenda

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

Qty	Item	Diesel Unit Cost	Diesel Extended Amount	CNG Unit Cost	CNG Extended Amount
20	Gillig 40' Diesel or CNG BRT LF Buses	\$475,270	\$9,505,400	\$535,270	\$10,705,400
2	Pre-Production Meeting - Gillig	\$3,000	\$6,000	\$3,000	\$6,000
20	Vehicle Inspections at Plant - Gillig	\$428	\$8,560	\$428	\$8,560
1	Training & Spare Parts	\$30,000	<u>\$30,000</u>	\$30,000	<u>\$30,000</u>
	TOTAL (final cost is determined following the pre-production meeting)		<u>\$9,549,960</u>		<u>\$10,749,960</u>

FISCAL IMPACT:

LYNX staff included \$9,786,430 in the FY2014 Adopted Capital Budget for the purchase of twenty (20) replacement diesel buses under Gillig, LLC Contract #14-C09. Upon Board approval, if LYNX decides to implement a CNG bus replacement and fueling program, LYNX will change the order from Diesel to CNG buses and amend the FY2014 Capital Budget, accordingly.

Consent Agenda Item #7.D. vii

To: LYNX Board of Directors

From: **Kathy Clary**
BUSINESS DEVELOPMENT OFFICER
Kathy Clary
(Technical Contact)
Brenda HERNANDEZ
(Technical Contact)

Phone: 407.841.2279 ext: 6161

Item Name: **Miscellaneous**
Authorization to Amend Contract #10-C23 with Van Pool Services, Inc. (VPSI) for Commuter Vanpool Services

Date: 12/4/2013

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to amend Contract #10-C23 with Van Pool Services, Inc. (VPSI) for Commuter Vanpool Services making this contact modification #2.

BACKGROUND:

The LYNX Vanpool Program was developed twenty-two (22) 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. VPSI works with the FDOT sponsored program reThink to manage the entire rideshare matching process, while also assisting employers with the implementation of commuter programs and formation of vanpool groups.

On October 1, 2010, LYNX entered into contract #10-C23 with VPSI to provide Commuter Vanpool and Agency Van program management services including maintenance, repair, customer service, invoicing and fleet administration, and other services set forth in the Project Work Plan and Scope of Services of the contract.

LYNX staff works alongside VPSI to administer the Vanpool Program as needed to provide preventive and corrective maintenance and to perform data collection from program participants to meet the requirements for Federal National Transit Database (NTD) reporting.

LYNX staff is requesting to amend the contract with VPSI to include the option of insurance for Agency vanpools. The current program structure requires the end-user to obtain their own

insurance coverage separate from the van fare. This broadening of the program can then be used to help serve SunRail connectivity and other organizations requiring a need-specific demand response transportation option.

In addition, LYNX staff is requesting to amend the VPSI contract to modify the monthly agency vehicle fare and service fee to include the option and added cost of insurance.

VPSI’s fleet management includes scheduled maintenance and repairs, tires, towing, wash and detail. The provisions of the vehicle maintenance program, both preventative and corrective, are pursuant to the manufacturer’s recommendation or at a maximum not more than every 6000 miles. The bulk of our ninety-five (95) vanpools are commuter vanpools with a total of eighty-six (86) vans and nine (9) agency vanpools which make multiple trips.

FISCAL IMPACT:

The Vanpool Program’s 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.

This amendment adds the option for agency vanpools to add insurance coverage at no cost to LYNX. VPSI would add the full cost of the insurance to the fees charged to program users and to the management fee schedule.

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

Consent Agenda Item #7.D. viii

To: LYNX Board of Directors

From: **Blanche Sherman**
DIRECTOR OF FINANCE
Desna Hunte
(Technical Contact)
Stuart Boggs
(Technical Contact)
Andrea Ostrodka
(Technical Contact)

Phone: 407.841.2279 ext: 6100

Item Name: Miscellaneous
Ratification of the Authorization to Increase Contract #09-C07 with Data Transfer Solutions, LLC for General Consultant Services

Date: 12/4/2013

ACTION REQUESTED:

Staff is requesting the Board of Directors' ratification of the Chief Executive Officer (CEO) or designee to increase Contract #09-C07 with Data Transfer Solutions, LLC for General Consultant Services in the amount of \$171,400 for additional required service planning projects and financial efforts.

BACKGROUND:

The FTA requires that every three years LYNX adopt a Title VI program to provide guidance on administration of all LYNX services in accordance with the 1964 Civil Rights Act. In October 2012, the FTA updated the Title VI Guidelines (Circular 4702.1B), which requires transit agencies in urbanized areas with a population of 200,000 or more and operating fifty (50) or more vehicles to submit revised Title VI Programs to FTA at their next required submittal date, but not later than April 1, 2014. The Title VI Program must be submitted at least sixty (60) days prior to its due date, to allow for FTA review and if all submission requirements have met approval.

On May 23, 2013, staff requested an increase to Contract #C09-C07 with Data Transfer Solutions, LLC in the amount of \$100,000 to support the FTA required Title VI Program Update and its corresponding requirements for a Fare Equity Analysis for the introduction of Smart Card Fare Media and Service Equity Analysis for Major Service Changes, and to amend the FY2013 Operating Budget, accordingly.

LYNX Board Agenda

Also, on May 23, 2013, LYNX Board of Directors authorized staff to release a request (RFP) for proposal for General Transportation Planning and related consulting services. The current contract expires on December 13, 2013. The RFP has been released and staff plans to request LYNX Board authorization in January 2014 to award to the selected vendor.

In order to begin the studies and provide the consultant services needed to continue the projects listed below in a timely manner, LYNX staff is requesting Board authorization to increase the current contract with Data Transfer Solutions, LLC as follows:

• GIS Enterprise Task		\$ 7,400
• Assistance for Service Planning, GIS, Strategic Planning:		
Planning - SunRail service coordination	\$ 18,000	
Service Planning - route performance analysis	15,500	
On-going GIS project assistance - NTD reporting	19,500	
Bus stop data and VUEWorks support	12,000	
Data migration from geodatabase to ArcSDE enterprise support	7,500	
Update and expansion of the LYNX Map web mapping application	<u>7,500</u>	80,000
• Financial Assistance		60,000
• Assistance with Sub-Recipient Monitoring		<u>24,000</u>
	Total Requested	<u>\$ 171,400</u>

FISCAL IMPACT:

LYNX staff included \$171,400 in the FY2014 Adopted Operating Budget to accommodate these required planning and financial efforts.

Consent Agenda Item #7.D. ix

To: LYNX Board of Directors

From: John Lewis
CHIEF EXECUTIVE OFFICER
Desna Hunte
(Technical Contact)

Phone: 407.841.2279 ext: 6017

Item Name: Miscellaneous
Authorization to Submit the Title VI Program to the Federal Transit Administration

Date: 12/4/2013

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to submit LYNX' Title VI Program Plan Update for 2014 – 2016 to the Federal Transit Administration (FTA) for concurrence.

BACKGROUND

In 1993, The Central Florida Regional Transportation Authority submitted a report to the FTA providing for a program to ensure that transit services in the counties of Orange, Osceola and Seminole are made available, are equitably distributed, and provide for equal access and mobility to any person without regard to race, color, or national origin. LYNX updates this program every three (3) years and submits to the FTA to be eligible for federal assistance.

In May 2013, staff requested the Board of Directors' approval of a contract with Data Transfer Solutions, Inc. (DTS) to complete LYNX' Title VI Program Plan update compliant with the revision to the Title VI Circular 4702.1B. As such, LYNX staff secured the services of Tindale-Oliver & Associates, Incorporated (TOA) a sub-consultant to DTS to conduct any required analysis and prepare the Title VI program update.

This update has been prepared Pursuant to Title VI of the Civil Rights Act of 1964, and revised FTA Circular 4702.1B, "Title VI for Federal Transit Administration Recipients". Also, this update summarizes the LYNX transit service provisions since the last program update and in accordance with the revisions to the Circular.

FTA Circular 4702.1B specifically requires LYNX Board of Directors review of and adoption of the service standards and monitoring contained in the Title VI Program. The draft Title VI Program and its contents were presented to the public for review and comment. The full record

LYNX Board Agenda

of public comments from meetings held in Osceola, Orange and Seminole Counties is included in the attached Title VI Program.

When final concurrence is received from the FTA, a final copy of the LYNX Title VI Program Plan Update, as well as the letter of compliance will be supplied to the Board in compact disk (CD) format.

FISCAL IMPACT:

LYNX is required to submit a Board approved Title VI Program every three (3) years to be in compliance with Federal Transit Administration regulations and eligible for (FTA) grant awards. LYNX' FY2014 Adopted Operating and Capital Budgets are comprised of \$20,378,196 and \$84,359,350, respectively in federal funds.

Consent Agenda Item #7.D. x

To: LYNX Board of Directors

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

Phone: 407.841.2279 ext: 6017

Item Name: Miscellaneous
Adoption of Resolution #13-014 to Reappoint Blanche Sherman to the Board of Trustees for the Amalgamated Transit Union (ATU) Local 1596 Pension Plan

Date: 12/4/2013

ACTION REQUESTED:

Staff is requesting the Board of Directors' adoption of Resolution #13-014 to reappoint Blanche Sherman, Director of Finance, as Management Appointee to the Board of Trustees for the Amalgamated Transit Union (ATU) Local 1596 Pension Plan.

BACKGROUND:

Employees who are members of ATU Local 1596 participate in a defined benefit retirement Plan. The Plan has an oversight Trustee Board consisting of three Union and three Management employees. LYNX' Chief Executive Officer selects three Management employees to serve as Trustees with confirmation from the LYNX Board of Directors' and the Union's Executive Board appoints its representatives. Each member serves a three-year term.

CERTA RESOLUTION 13-014

**RESOLUTION APPROVING THE APPOINTMENT
OF A MANAGEMENT APPOINTEE TO THE BOARD
OF TRUSTEES FOR THE
AMALGAMATED TRANSIT UNION LOCAL 1596 PENSION PLAN**

WHEREAS, Central Florida Regional Transportation Authority (the "Employer") heretofore established a pension plan effective as of October 1, 1984 known as the Amalgamated Transit Union Local 1596 Pension Plan (the "Plan"); and

WHEREAS, Article II of the Plan authorizes the Employer to appoint three members to the Plan's Board of Trustees; and

WHEREAS, the Employer wishes to reappoint Blanche Sherman to the Board of Trustees of the Plan, effective December 1, 2013.

NOW, THEREFORE, IT IS

RESOLVED, by the Governing Board that the Employer is authorized to appoint Blanche Sherman to the Board of Trustees of the Plan effective as of December 1, 2013; and it is

FURTHER 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, any documents necessary to effectuate the appointment to the Board of Trustees of the Plan, and perform any other acts necessary to implement the appointment to the Board of Trustees of the Plan.

**CERTIFICATION OF THE ADOPTION OF THE PROPOSED RESOLUTION
APPROVING THE
APPOINTMENT OF A MANAGEMENT APPOINTEE
TO THE BOARD OF TRUSTEES FOR THE
AMALGAMATED TRANSIT UNION LOCAL 1596 PENSION PLAN**

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

Chairman

ATTEST:

Assistant Secretary

Consent Agenda Item #7.D. xi

To: LYNX Board of Directors

From: Donna Tefertiller
DIRECTOR OF HUMAN RESOURCES
Bernard Guida
(Technical Contact)

Phone: 407.841.2279 ext: 6119

Item Name: Miscellaneous
Authorization to Amend Contract #13-C15 with Baker Hostetler LLP for Labor/Employment Legal Services

Date: 12/4/2013

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to amend Contract #13-C15 with Baker Hostetler LLP for labor and employment legal services in the amount of \$100,000 to cover unexpected expenses and to amend the FY2014 Adopted Operating Budget accordingly. This will bring the total to \$225,000 for the first contract year and \$150,000 for the second contract year.

BACKGROUND:

Per Governing Board approval on January 31, 2013, LYNX entered into a contract with Baker Hostetler LLP for Labor and Employment Legal Services. The current contract amount is not-to-exceed \$100,000 per year, \$500,000 in total over five (5) years (three (3) years plus two (2) one (1) year options). Labor and Employment Legal service requirements have increased since January 2013 due to Arbitrations, Union Negotiations, and Pension Analysis for LYNX implementation. During this time additional legal services were obtained through Baker Hostetler for counsel related to pension redesign.

Per Governing Board approval on May 23, 2013, LYNX amended Contract #13-C15 with Baker Hostetler LLP for labor and employment legal services in the amount of \$75,000 to cover unexpected expenses and to amend the FY2013 Amended Operating Budget accordingly.

Since January 31, 2013, legal expenses related to Arbitration and Negotiations have increased causing a need to amend the previously approved amount. In order to fund the current liability over the authorized contract and potential expenses for the balance of the calendar year, it is necessary to amend the contract and increase the previously approved amount by \$100,000.

FISCAL IMPACT:

LYNX staff included \$100,000 in the FY2014 Adopted Operating Budget for labor and employment legal services. The estimated FY2013 expense is \$223,593. Upon approval, LYNX staff will amend the FY2014 Adopted Operating Budget for the additional \$50,000 which will be funded from Operating Reserves.

Consent Agenda Item #7.D. xii

To: LYNX Board of Directors

From: **Stuart Boggs**
DIRECTOR OF PLANNING & DEVELOPMENT
Michael Knispel
(Technical Contact)
Antonio Pimpinella
(Technical Contact)
Desna Hunte
(Technical Contact)

Phone: 407.841.2279 ext: 6009

Item Name: Miscellaneous
**Authorization to Ratify the Public Participation Process and
Implementation of Proposed Service Efficiency Changes for January 12,
2014**

Date: 12/4/2013

ACTION REQUESTED:

Staff is requesting the Board of Directors' ratification for the Chief Executive Officer (CEO) or designee beginning the public participation process for consideration of proposed service efficiency changes and implement those changes on January 12, 2014.

BACKGROUND:

Due to the opening of the new Kissimmee Intermodal Center, and to streamline the fixed route bus service for efficiency, route restructuring proposals are being developed which may impact some Links. Staff is seeking public input as to how proposed changes will affect the community. LYNX' Public Participation Program requires that these proposals be presented to the public in the form of workshops and/or public hearings. Staff will compile comments from the workshops and incorporate them into final restructuring proposals.

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

To date, staff has identified the following proposed service efficiencies under review for the January 2014 service changes:

- The major change proposed will be moving the Osceola County transfer hub from Osceola Square Mall to the new LYNX Kissimmee Intermodal Station. Links 10, 18, 26, 55, 57, 108 (formerly Link 4) and FastLink 441 will utilize the facility in downtown Kissimmee.
- Another major change will be to renumber Link 17 to Link 106.
- Other efficiencies proposed include routing or time changes on Links 3, 8, 20, 21, 25, 38, 44, 50, 54, 104, 105, 125, 304 and 426.

FISCAL IMPACT:

All proposed changes will be supported with funds included in the FY2014 Operating Budget or funding partners upon their approval.

Consent Agenda Item #7.D. xiii

To: LYNX Board of Directors

From: **Stuart Boggs**
DIRECTOR OF PLANNING & DEVELOPMENT
Belinda Balleras
(Technical Contact)
Myles O'KEEFE
(Technical Contact)

Phone: 407.841.2279 ext: 6009

Item Name: **Miscellaneous**
Authorization to Ratify the Submittal of FY2014 Service Development Grant Proposal to the Florida Department of Transportation (FDOT) For New Meadow Woods Service

Date: 12/4/2013

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chairman to execute Resolution #13-012 authorizing the Chief Executive Officer (CEO) to submit FY2013/14 Service Development Grant Application to the Florida Department of Transportation (FDOT) for the new transit service from Florida Mall to Medical City via Meadow Woods in the amount of \$178,000, and to amend the FY2014 Operating Budget, accordingly.

This Board authorization includes authorization for the Chief Executive Officer (CEO) or designee to execute the Service Development Grant Joint Participation Agreement (JPA) with FDOT and future supplemental funding made available for this project.

BACKGROUND:

The Florida Department of Transportation (FDOT) solicited applications for FY13/14 Service Development Grants. This program is selectively applied to determine whether a new or innovative technique or measure can be used to improve or expand public transit. Service Development projects specifically include the use of new technologies, enhanced services/routes or increase in vehicle frequencies; the purchase of special transportation services and other techniques for increasing service to the riding public; and new technologies or methods for improving operations, maintenance and marketing. Priority will be given to those projects that have the potential to benefit other transit systems and have not been undertaken by other agencies.

LYNX Board Agenda

LYNX and FDOT worked diligently to have a new service implemented in the Meadow Woods community, connecting them to Florida Mall, the SandLake Sunrail station and Lake Nona Medical City. This service provides a unique opportunity to connect low and moderate income households with potential employment and health care in Medical City. The proposed service is planned for implementation in April 2014, contingent upon this service development award. LYNX requested service development funding in the amount of approximately \$178,000 for approximately one (1) year of service. Additional operational funding will be available from JARC (Job Access Reverse Commute) grant recently awarded and requested future supplemental FDOT funding.

Board Resolution # 13-012 is attached.

FISCAL IMPACT:

LYNX staff included \$132,903 of federal funds in the FY2014 Operating Budget to support the Meadow Woods services beginning in April 2014. Upon Board approval, LYNX staff will amend the FY2014 Operating Budget to change the funding from Federal to State, if awarded. The federal funds will be deferred until all the State funds are exhausted.

CFRTA RESOLUTION 13- 012

**A RESOLUTION OF THE CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY (d.b.a LYNX): AUTHORIZATION FOR
THE CHIEF EXECUTIVE OFFICER TO SUBMIT A GRANT APPLICATION
AND EXECUTE A JOINT PARTICIPATION AGREEMENT WITH THE
FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FOR SERVICE
DEVELOPMENT PROJECTS**

WHEREAS, there is a Public Transit Service Development Program which shall be administered by the Florida Department of Transportation (FDOT) and the grant funds will provide initial funding for new or innovative technique or services to improve or expand public transit;

WHEREAS, LYNX has satisfied the requirement to complete a Transportation Development Plan (TDP) for FY 2014-23 which has been submitted to FDOT in June 2013 and the TDP is consistent with the five-year Transportation Improvement Program (TIP) and FDOT's State Work Program;

WHEREAS, this is a resolution of the GOVERNING BOARD of the Central Florida Regional Transportation Authority (hereinafter BOARD), which hereby authorizes the submission of service development grant applications and execution of future Joint Participation Agreements with the Florida Department of Transportation.

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

NOW THEREFORE, BE IT RESOLVED THAT:

1. The BOARD has the authority to authorize the submission of a service development grant application to the Florida Department of Transportation.
2. The BOARD authorizes the Chief Executive Officer to execute a future Joint Participation Agreement with the Florida Department of Transportation for the awarded service development project.
3. That the above authorization shall be continuing in nature until revoked by the Chairman of the Governing Board.

APPROVED AND ADOPTED this 4th day of December 2013, by the Governing Board of the Central Florida Regional Transportation Authority.

CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY

By: _____
Chairman

Attest:

Assistant Secretary

Consent Agenda Item #7.D. xiv

To: LYNX Board of Directors

From: **Stuart Boggs**
DIRECTOR OF PLANNING & DEVELOPMENT
Belinda Balleras
(Technical Contact)
Myles O'KEEFE
(Technical Contact)
William Hearndon
(Technical Contact)

Phone: 407.841.2279 ext: 6009

Item Name: **Miscellaneous**
Authorization to Submit FY2015/2016 Grant Applications to Florida Department of Transportation (FDOT) for the Enhanced Mobility of Seniors and Individuals with Disabilities Section 5310 Program and the Nonurbanized Area Formula 5311 Program

Date: 12/4/2013

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to submit grant applications to the Florida Department of Transportation (FDOT) and authorize the Chairman to execute Resolution 13-011. This action also includes authorization for the Chief Executive Officer (CEO) or designee to execute a Joint Participation Agreement (JPA) and Notice of Grant Award for multi-year awards from FDOT.

LYNX will submit grant applications to FDOT for approximately \$800,000 capital and \$655,000 of rural Section 5310 (Enhanced Mobility of Seniors and Individuals with Disabilities Program) funding and approximately \$600,000 of Section 5311 Formula Grants for Rural Areas Program for the FY2014/15 FDOT funding cycle.

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

BACKGROUND:

On November 1, 2013, the Florida Department of Transportation conducted workshops to announce its funding solicitation and guidance for FTA's Section 5310-Enhanced Mobility of

Seniors and Individuals with Disabilities Program and Section 5311-Formula Grants for Rural Areas Program under MAP-21. These solicitations are due for submission January 10, 2014.

- ***Enhanced Mobility of Seniors and Individuals with Disabilities Program (49 U.S.C. 5310)***: Provides formula funding to improve mobility for seniors and individuals with disabilities.

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

The matching requirements for this program remain the same; capital assistance is provided on an 80 percent Federal share, 10% state and 10 percent local share. Operating assistance requires a 50 percent match.

LYNX intends to apply for both capital and operating projects, approximately \$800,000 of 5310 for paratransit vehicles and approximately \$655,000 for operating projects. These operating projects are part of our continuing initiatives to address paratransit cost reductions such as neighbor link routes, travel training and customer outreach.

- ***Formula Grants for Rural Areas Program (49 U.S.C. 5311)***. The Rural Areas program provides formula funding for the purpose of supporting public transportation in areas with a population of less than 50,000. Funding may be used for capital, operating, planning, job access and reverse commute projects, and administration expenses.

LYNX intends to apply for operating projects, approximately \$600,000 of 5311 to maintain provision of services in the rural areas.

FISCAL IMPACT:

LYNX staff will include awarded 5310 and 5311 project awards in the agency's operating and capital budgets as appropriate.

Section 5310 capital funds are 80% federal and 20% non-federal shares (comprising 10% state and 10% local). Section 5310 operating funds are 50% federal and 50% local.

Section 5311 operating funds are 50% federal and 50% non-Department of Transportation match.

CFRTA RESOLUTION 13-011

A RESOLUTION OF THE CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY; AUTHORIZING THE CHIEF EXECUTIVE OFFICER (CEO) TO SUBMIT GRANT APPLICATIONS WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FOR FY2015 SECTION 5311 FEDERAL TRANSIT ADMINISTRATION FORMULA GRANTS FOR RURAL AREAS PROGRAM AND FY2015 SECTION 5310 FEDERAL TRANSIT ADMINISTRATION TRANSPORTATION ENHANCED MOBILITY OF SENIORS AND INDIVIDUALS WITH DISABILITIES PROGRAM.

WHEREAS, LYNX has satisfied the requirement to complete a Transportation Development Plan (TDP) for FY 2014-23 which has been submitted to FDOT in June 2013 and the TDP is consistent with the five-year Transportation Improvement Program (TIP) and FDOT's State Work Program, and the projects identified in the TDP are consistent with METROPLAN Orlando's Year 2030 Long Range Plan and Five Year Transportation Improvement Program (TIP).

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

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

NOW THEREFORE, BE IT RESOLVED THAT:

1. The BOARD has the authority to authorize the execution of Joint Participation Agreements to be issued by FDOT in FY2015.
2. The BOARD authorizes the Chief Executive Officer (CEO) to execute the Joint Participation Agreements with the Florida Department of Transportation for operating assistance for rural transportation services (5311) and transportation services for elderly person and persons with disabilities program funds (5310).
3. That the above authorizations shall be continuing in nature until revoked by the Chairman of the Governing Board.

CERTIFICATION OF THE ADOPTION OF THE PROPOSED RESOLUTION 13-011 APPROVING THE SUBMITTAL OF GRANT APPLICATIONS WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR FY2015 SECTION 5311 FEDERAL TRANSIT ADMINISTRATION FORMULA GRANTS FOR RURAL AREAS PROGRAM AND FY2015 SECTION 5310 FEDERAL TRANSIT ADMINISTRATION TRANSPORTATION ENHANCED MOBILITY OF SENIORS AND INDIVIDUALS WITH DISABILITIES PROGRAM.

APPROVED AND ADOPTED this 4th day of December 2013, by the Governing Board of Directors of the Central Florida Regional Transportation Authority.

CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY

By: Governing Board

Chairman

ATTEST:

Assistant Secretary

Consent Agenda Item #7.D. xv

To: LYNX Board of Directors

From: **Stuart Boggs**
DIRECTOR OF PLANNING & DEVELOPMENT
Belinda Balleras
(Technical Contact)
William Hearndon
(Technical Contact)
Selita Stubbs
(Technical Contact)

Phone: 407.841.2279 ext: 6009

Item Name: **Miscellaneous**
Authorization to Solicit Project Applications for the Federal Transit Administration Enhanced Mobility of Seniors and Individuals with Disabilities Section 5310 Program

Date: 12/4/2013

ACTION REQUESTED:

Staff is requesting the Board of Director's authorization for the Chief Executive Officer (CEO) or designee to carry out the competitive process to select projects and sub-recipients for Section 5310 Federal Transit Administration (FTA) funding assistance.

LYNX is the agency designated to administer the 5310 funding program in the urbanized areas of Orlando and Kissimmee and has the responsibility to develop the program of projects for funds apportioned in FY2013 and FY2014 under MAP 21, including soliciting projects from non-profit organizations that serve seniors and individuals with disabilities.

BACKGROUND:

The Section 5310 program is intended to enhance mobility for seniors and persons with disabilities by providing funds for programs to serve the special needs of transit-dependent populations beyond traditional public transportation services and Americans with Disabilities Act (ADA) complementary paratransit services.

Eligible activities under MAP-21 include:

- 1) Public transportation projects planned, designed, and carried out to meet the special needs of seniors and individuals with disabilities when public transportation is insufficient, inappropriate, or unavailable.
- 2) Public transportation projects that exceed the requirements of the ADA.

- 3) Public transportation projects that improve access to fixed-route service and decrease reliance by individuals with disabilities on complementary paratransit.
- 4) Alternatives to public transportation that assist seniors and individuals with disabilities.

On May 7, 2013 FTA acknowledged LYNX as the 5310 designated recipient for the Kissimmee and Orlando urbanized areas. This designation allows LYNX to apply for 5310. LYNX is in the process of developing 5310 program plans and procedures to meet the current 5310 guidelines and any proposed changes. Part of the process includes the competitive selection of sub-recipients for services that address the goals of the 5310 program.

In the July 2013 Board meeting, LYNX adopted the FY2013-2018 Transportation Disadvantaged Service Plan (TDSP), a requirement by the State of Florida Commission for the Transportation Disadvantaged (CTD). The TDSP was subsequently adopted by the METROPLAN ORLANDO Local Coordinating (LCB) and will serve as the adopted locally developed, coordinated public transit-human services transportation plan for 5310, in FY2014/FY2015 including future updates.

LYNX staff intends to competitively solicit project applications from non-profit organizations to select sub-recipients for federal FY2013/FY2104 funding allocations. LYNX in its role as the Community Transportation Coordinator continues to work with non-profit agencies that have current coordination agreements to strive towards a common goal of providing cost-effective and efficient transportation services for seniors and individuals. This is also consistent with the Board adopted staff recommendations on strategies to reduce paratransit costs.

FISCAL IMPACT:

LYNX staff will include awarded 5310 program revenue and projects in the agency's operating and capital Budgets as appropriate.

Section 5310 capital funds are 80% federal and 20% non-Department of Transportation (USDOT) funding. Section 5310 operating funds are 50% federal and 50% non-Department of Transportation (USDOT) funding.

Consent Agenda Item #7.D. xvi

To: LYNX Board of Directors

From: Tangee Mobley
DIR OF TRANSPORTATION & MAINT
William Hearndon
(Technical Contact)

Phone: 407.841.2279 ext: 6036

Item Name: Miscellaneous
Authorization to Issue a Purchase Order to Alliance Bus Group d/b/a First Class Coach Sales Under the Florida Department of Transportation's (FDOT) Florida Vehicle Procurement Program's (TRIPS) State Contract #TRIPS-11-CAFCCSC for Sixteen (16) Paratransit Replacement Vehicles

Date: 12/4/2013

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 \$1,236,848 to Alliance Bus Group (dba First Class Coach Sales) under the Florida Department of Transportation's (FDOT) Florida Vehicle Procurement Program's (FVPP) State Contract #TRIPS-11-CA-FCCSC for sixteen (16) paratransit replacement vehicles.

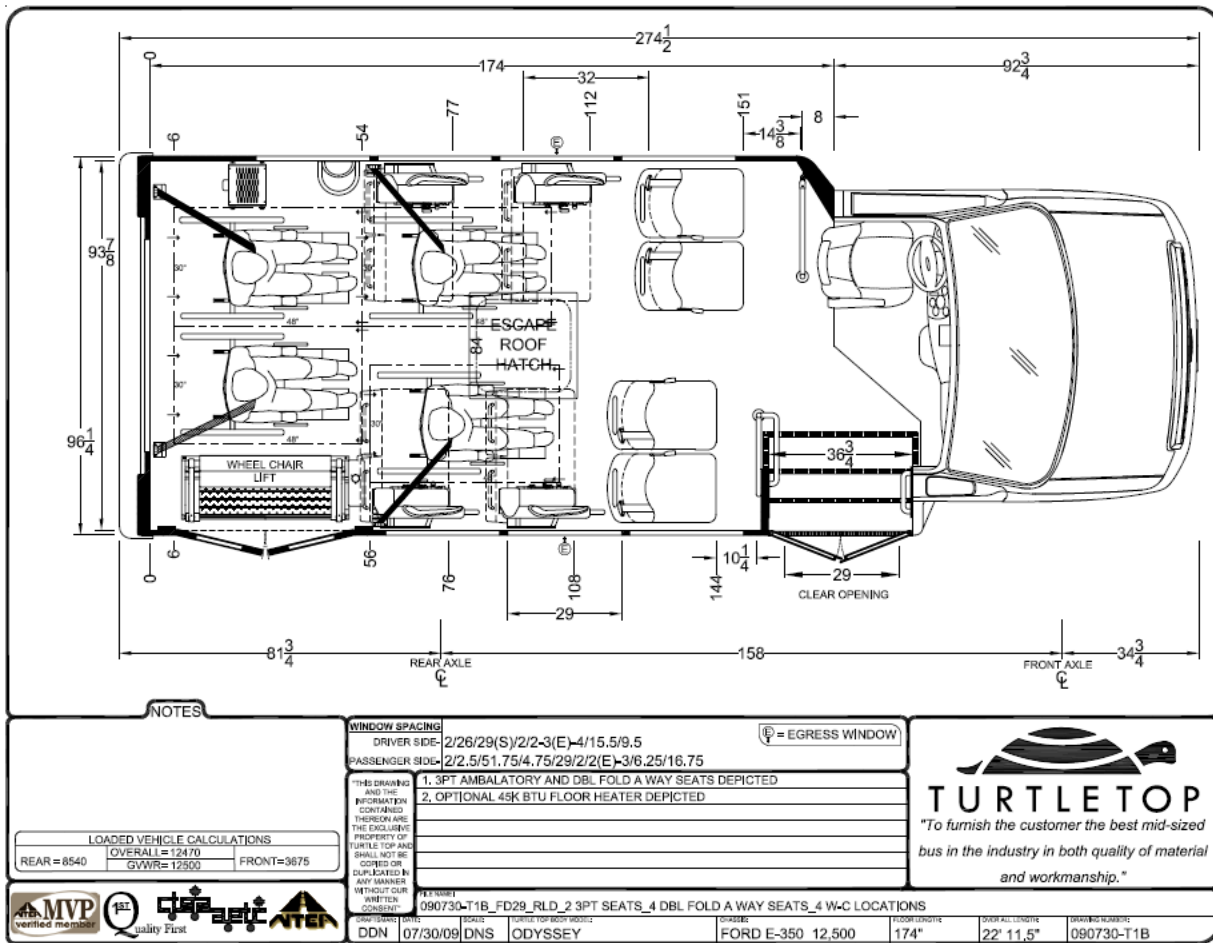
BACKGROUND:

LYNX' goal is to purchase all the paratransit vehicles operated in the future and provide them to our contracted provider for utilization. This will allow LYNX to use capital grant funds to procure the vehicles, rather than using local operating dollars paid to our contracted provider. Further, LYNX will save the financing costs and taxes that are passed through as an expense built into the provider's capital cost. LYNX has already provided one hundred twenty seven (127) paratransit vehicles to MV Transportation to operate in exchange for a reduction in invoiced expenses. These additional sixteen (16) replacement vehicles will represent about 74% of the current fleet.

The Florida Vehicle Procurement Program (FVPP) is a state program that has been in existence since 1995, providing transit agencies with the means of procuring quality vehicles at the lowest possible price. The program is managed by the Florida Department of Transportation (FDOT) in Tallahassee and administered by the Center for Urban Transportation Research (CUTR), located in Tampa.

LYNX Board Agenda

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



The proposed procurement will be for sixteen (16) Turtle Top “Odyssey” models (pictured), to be built on Ford chassis with three varying seating capacities on each vehicle (using foldaway seating) of:

LYNX Board Agenda

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

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

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

Ford E450, 22'10" length, 5.4L Gas	\$62,553
Freedman Standard Seats	\$ 1,040
Freedom Foldaway Seats	\$ 3,320
Q'Straint QRTMAX Securement Systems	\$ 2,120
Ricon Side Wheelchair Lift	\$ 3,200
5.4L Gas V8 Option (credit)	(\$ 600)
Amerex Small Vehicle System (automatic fire suppression)	\$ 15
Romeo Rim HELP Rear Bumper	\$ 680
Mentro Ranger Mobile Data Terminal	<u>\$ 4,975</u>
Total	\$77,303

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

LYNX' DBE program requires that each transit vehicle manufacturer as a condition to bid for or propose on FTA-assisted vehicle procurements must provide certification of compliance with the requirements of the regulations by having an established annual overall percentage goal approved by FTA. DBE requirement is monitored by the Federal Transit Administration (FTA).

FISCAL IMPACT:

LYNX staff included \$5,312,997 in unobligated funds in the FY2014 Adopted Capital Budget for the purchase of paratransit vehicles as identified below:

Category	Quantity	Amount
FY2013 Vehicle Carryover	6	\$ 592,997
FY2013 Contingency Vehicle Carryover	24	1,920,000
FY2014 Vehicle Request	<u>35</u>	<u>2,800,000</u>
Total Paratransit Vehicles FY2014 Capital Budget	65	\$ 5,312,997

Consent Agenda Item #7.D. xvii

To: LYNX Board of Directors

From: **Stuart Boggs**
DIRECTOR OF PLANNING & DEVELOPMENT
Belinda Balleras
(Technical Contact)
Myles O'KEEFE
(Technical Contact)
William Hearndon
(Technical Contact)

Phone: 407.841.2279 ext: 6009

Item Name: **Miscellaneous**
Authorization to Execute Sub-recipient Agreements between LYNX and Meals on Wheels, Etc., The Opportunity Center, Seminole Behavioral Healthcare and Independent Transportation Network Orlando for FY2014 Section 5316 Job Access Reverse Commute (JARC) and Section 5317 New Freedom Program (NFP)

Date: 12/4/2013

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to enter into FY2014 Sub-recipient Agreements to provide funds to Meals on Wheels (MOW) Etc., Seminole Behavioral Healthcare and Independent Transportation (ITN) Orlando under the New Freedom Program (NFP), and The Opportunity Center under the Job Access Reverse Commute (JARC) program.

BACKGROUND:

The FY2011/12 Florida Department of Transportation (FDOT) competitive selection process for the JARC and NFP funds brought forth grant awards to Meals On Wheels Etc., Seminole Behavioral Healthcare, The Opportunity Center and Independent Transportation Network Orlando. LYNX acknowledged the results from the competitive selection process and entered into Sub-recipient Agreements with these Human Services Agencies, as pass-through agencies for the JARC and NFP grants. Previous Sub-recipient agreements have been established in FY2011, FY2012 and FY2013 with Meals On Wheels Etc., Seminole Behavioral Healthcare, The Opportunity Center and Independent Transportation Network Orlando, as authorized by the LYNX Board. Each organization supports the coordination of transportation services in the tri-county area, safely and effectively serving passengers in a manner that complements the LYNX paratransit services.

Funding for sub-recipients is available in FY2014 from remaining balances in sub-recipient funding included in the JARC and NFP grants. One FY2013 sub-recipient opted to give-up their funding allocation and other sub-recipient agencies had carry-forward grant balances. These agencies have successfully implemented JARC and NFP projects and support our Access LYNX paratransit initiatives by providing services to their clients in a cost-effective manner, thus supporting our paratransit cost containment program. These agencies anticipate funding shortfalls in FY2014 due to impacts federal sequestration and subsequent reductions in funding from their other funding sources. This funding will alleviate projected reductions in services which may impact the need for more paratransit trips at a higher cost to LYNX.

LYNX proposes to provide FY2014 funding to the following sub-recipient agencies:

(1) Meals on Wheels, Etc.	\$ 31,300
(2) Independent Transportation Network Orlando (ITN Orlando)	71,000
(3) Opportunity Center, Inc. (formerly Osceola ARC)	40,500
(4) Seminole Behavioral Healthcare	<u>29,000</u>
TOTAL	\$171,800

FISCAL IMPACT:

LYNX staff included operating expenses and funding as follows:

<u>Sub-Recipient Agency</u>	<u>Amount</u>
Meals on Wheels, Inc.	\$ 31,300
ITN Orlando	71,000
Opportunity Center, Inc.	40,500
Seminole Behavioral Healthcare	<u>29,000</u>
	<u>\$171,800</u>

Sub-recipients will provide the 50% local match required under the New Freedom grant program.

Action Agenda Item #8.A

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 Agreement with Lake County

Date: 12/4/2013

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to enter into the FY2014 Service Funding Agreement with Lake County in the amount of \$50,685, with an effective date of December 2013 and to amend the FY2014 Amended Operating Budget accordingly.

To the extent there are any changes to the funding agreement, 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

Link 55 is a fixed-route service between Kissimmee in Osceola County and the Four Corners region in Lake and Polk Counties. Service began on 05/20/2001 between Osceola Square Mall and Secret Lake Drive in west Osceola County. In April 2004, the route was extended west into Lake and Polk Counties, terminating at the Publix at Summer Bay shopping plaza. As development in the area increased, the route was extended further west to the new Cagan Crossings Walmart located just north of the interchange of US 192 & US 27. This alignment has been in place since December 2006. In its current structure, Link 55 operates in 4 counties (see Table 1). It is important to note that in the Four Corners area, the centerline of US 192 serves as the boundary between Orange and Osceola County (east of Bali Boulevard) and Lake and Polk County (west of Bali Boulevard). Thus, westbound trips through this area are technically operating in Orange and Lake Counties while eastbound trips operate in Polk and Osceola Counties.

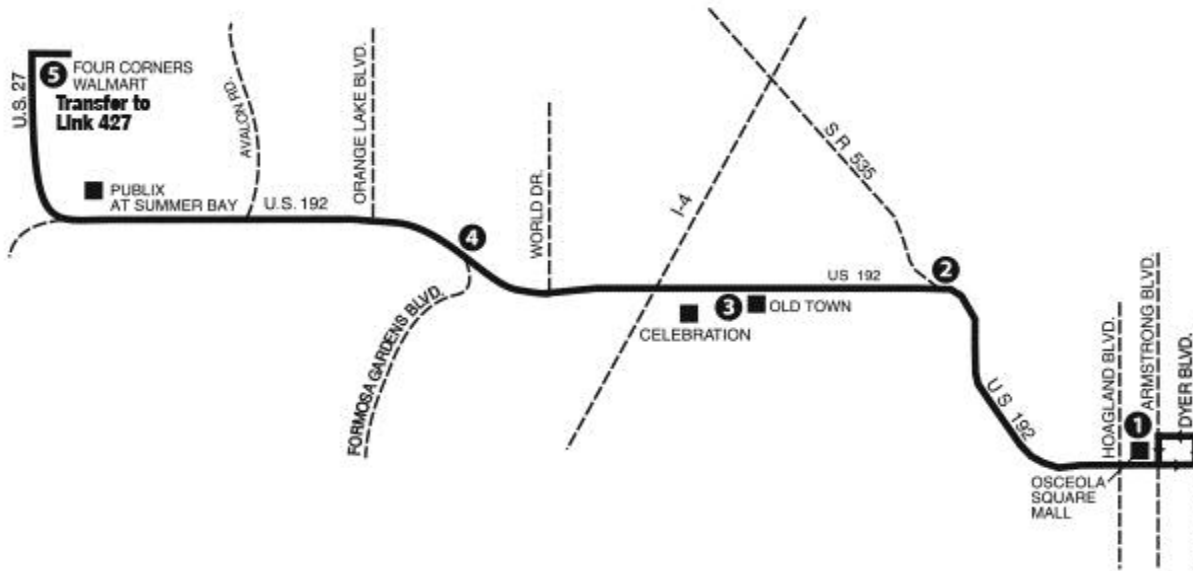


Table 1 – Link 55 Mileage by Jurisdiction

Link #	Link Name	County	Miles	% of Total
55	WEST US 192/FOUR CORNERS	LAKE	2.7	8%
		ORANGE	3.8	11%
		OSCEOLA	27.0	77%
		POLK	1.4	4%
			34.9	100%

In FY2013, the annual cost to operate Link 55 extension into Lake County is \$134,881. This cost is offset by projected farebox revenues in the amount of \$64,147; leaving \$70,734 remaining for the local contribution from Lake County.

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 planned to extend the funding through the end of September 2013.

On September 18, 2013, the service ended due to a lack of funding. Since that time, Lake County has requested to continue the service a reduced level with an effective date of December 2013.

A copy of the proposed service funding agreement that will be entered into between LYNX and Lake County for Fiscal Year 2014 is attached. The proposed addendum is also attached. Authorization is requested from the Board for LYNX staff to complete the funding agreement with Lake County, including completion of the exhibits and addenda. 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.

FISCAL IMPACT:

Upon approval, LYNX staff will amend the FY2014 Operating Budget to incorporate the anticipated funds from Lake County in the amount of \$50,685 to support the service for Link 55 from December 2013 through September 30, 2014.

SERVICE FUNDING AGREEMENT

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

THIS SERVICE FUNDING AGREEMENT (“Agreement”) is made and entered into by and between **LAKE COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose principal address is 315 West Main Street, Suite 520, Tavares, FL 32778 (hereinafter the “**Funding Partner**” or “**County**”), and the **CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY**, a body politic and corporate created pursuant to Part II, Chapter 343, Florida Statutes, whose principal address is 455 North Garland Avenue, Orlando, Florida 32801 (hereinafter “**LYNX**”).

WITNESSETH

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

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

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

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

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

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

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

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

WHEREAS, the Funding Partner and LYNX entered into an Interlocal Agreement for Public Transit Services dated as of July 25, 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 ten (10) months of service for the 2014 fiscal year with the service beginning on December 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 ten (10) month period commencing December 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 Administration

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

“**Next Fiscal Year**” means the twelve (12) month period immediately following the Current Fiscal Year, and is the period commencing October 1, 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 ten (10) equal monthly installments, with each installment being due within ten (10) days of the date of receipt of the monthly invoice.

(iii) The first monthly invoice shall be due upon the later of (x) December 1, 2013 or (y) thirty (30) days after the execution date of this Agreement; provided, however, that 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 receipt of the first monthly invoice.

(b) **Next Fiscal Year.**

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

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

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

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

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

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

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

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

4. **LYNX Obligations.**

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

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

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

(b) **Quarterly and Monthly Reporting.** For the purposes of operations and management analysis, LYNX agrees to provide the Funding Partner quarterly written performance reports reflecting the LYNX operations of the prior quarter. The quarterly reporting periods shall end on December 31, March 31, June 30 and September 30. The monthly reporting periods shall end on the last day of each month and said reports shall be submitted to the Funding Partner's Office of Management and Budget and Growth Management Departments

within forty-five (30) days after the end of each month. Each quarterly and monthly report will include the following items:

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

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

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

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

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

7. **Termination of Agreement.**

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

receipt of a written notice from the Non-Breaching Party to that effect or such later date as specified in the notice. In the event the Funding Partner is the Breaching Party, the Funding Partner will nonetheless continue to pay to LYNX for any fixed route service furnished by LYNX up to the actual date that LYNX terminates said fixed route service, taking into account the policies and procedures to be followed by LYNX to terminate bus service generally.

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

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

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

9. **Public Records Act.** In accordance with Chapter 119 of the Florida Statutes (Public Records Law), any "public record" created or received by the Funding Partner, including reports, specifications, drawings, maps, and tables, must be made available to the public for inspection, and upon request and payment, copying, unless such public record falls within an exception or exemption to the Public Records Act and each page is clearly and conspicuously marked as such. If requested in writing or by email LYNX shall make available to the Funding Partners copies of all incident and accident reports within five (5) business days of receiving the request if the occurrence involves a bus providing services to residents of Lake County unless such documents fall within an exception or exemption to the Public Records Act.

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

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

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

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

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

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

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

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

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

As to Funding Partner: Lake County
 PO Box 7800
 Tavares, Florida 32778
 Attn: David C. Heath, County Manager

With copy to: Lake County
 PO Box 7800
 Tavares, Florida 32778
 Attn: Sandy Minkoff, County Attorney

With copy to: Lake County Community Services
PO Box 7800
Tavares, Florida 32778
Attn: Director of Community Services

With copy to: Lake County Community Services
PO Box 7800
Tavares, Florida 32778
Attn: Public Transportation Manager

With copy to: Lake County Community Services
PO Box 7800
Tavares, Florida 32778
Attn: Financial Analyst

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

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

**FUNDING PARTNER:
LAKE COUNTY, FLORIDA**

By: _____
David C. Heath, County Manager

This _____ day of _____, 2013.

Approved as to form and legality:

Sanford A. Minkoff
County Attorney

SIGNATURE PAGE FOR LYNX

**CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY**

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

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

Date: _____

AKERMAN SENTERFITT,
Counsel for LYNX

By: _____
Patrick T. Christiansen, Esq.

Exhibit "A"

DESCRIPTION OF SERVICE AREA

Link 55 w. US 192/Four Corners

Serving: Osceola Square Mall, Old Town, Celebration, Orange Lake, Summer Bay, and Four Corners Wal-Mart

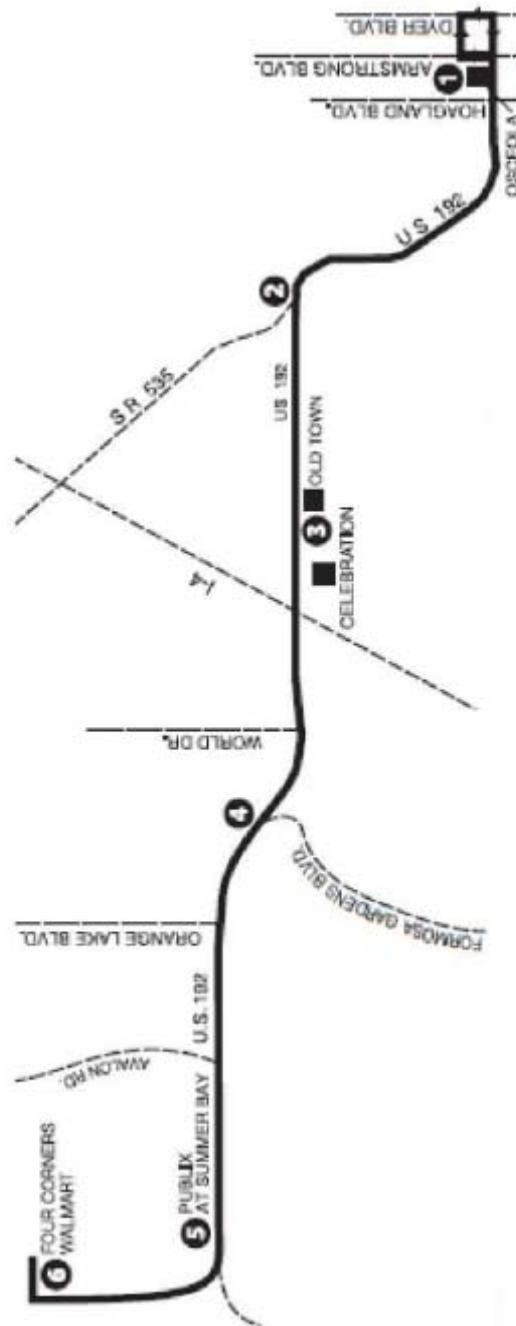


Exhibit "B"

DESCRIPTION OF APPROPRIATED AMOUNT

December through September	\$79,107.50
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Exhibit B - Lake County Transit Service Costs For FY2014	
<i>Net Fixed Route Operating Costs</i>	<i>Cost</i>
Link 55	\$ 79,107.50
Less: Estimated Fares	(28,422.50)
Total County Transit Service Cost	\$ 50,685.00

FY2014 Billing Schedule:	
December 2013	\$5,068.50
January 2014	5,068.50
February 2014	5,068.50
March 2014	5,068.50
April 2014	5,068.50
May 2014	5,068.50
June 2014	5,068.50
July 2014	5,068.50
August 2014	5,068.50
September 2014	5,068.50
Annual Funding Request from County	\$ 50,685.00

ADDENDUM TO AGREEMENT

25. The Funding Partner, on August 26, 2008, adopted a Transportation Development Plan (the “**TDP**”), which calls for specific level of service improvements in public transportation; and

26. The Funding Partner agrees to appropriate up to a maximum of fifty thousand six hundred eighty five dollars and zero cents (\$50,685) 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 \$50,685 shall be for fixed-route bus service, Access LYNX, and other existing services.

(b) The \$50,685 shall be paid by the Funding Partner to LYNX in ten (10) equal monthly installments by Funding Partner’s designated representative and shall be due on the first of each month beginning in December 2013, and payable no later than thirty (30) days after the due date. The first such payment under this Agreement shall be made within ten (10) days of receipt of the invoice or within thirty (30) days of 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 #8.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 Execute an Interlocal Agreement with Lake County for Commuter Bus Service between Lake County and Downtown Orlando

Date: 12/4/2013

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to execute a separate Inter-local Agreement between LYNX and Lake County to operate Link 204 as a commuter bus service between Lake County and Downtown Orlando effective January 1, 2014 and terminating September 30, 2014 in the amount of \$56,372 and to amend the FY2014 Operating Budget, accordingly.

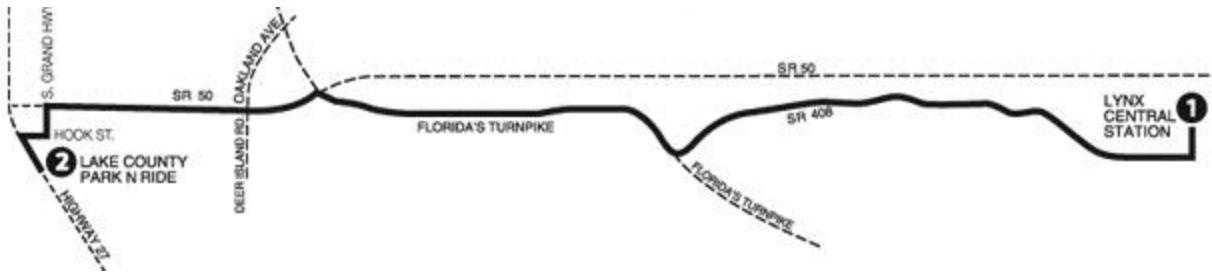
BACKGROUND:

Over the past several years, LYNX and Lake County have worked in a cooperative relationship to provide commuter bus service (Xpress Link 204) between Lake County and Downtown Orlando via Florida's Turnpike and SR 408.

LYNX and Lake County have mutually expressed a desire to continue this service. The motivation for continuing the agreement is primarily one of supporting infrastructure challenges, reducing local road congestion, and providing transportation alternatives for our customers.

Link 204 is an express service between Clermont and Downtown Orlando that began operation in December 2006. The route originates at the Lake County Park & Ride, just south of the intersection of US 27 & SR 50 in Clermont. The route travels east to downtown Orlando via the Florida Turnpike and SR 408. Upon reaching Orlando, Link 204 travels to LYNX Central Station via Orange and Rosalind Avenues. Link 204's alignment has remained relatively unchanged with the exception of bus stop additions, removals, or relocations. Service is oriented toward weekday commuters and is provided at 30-minute frequency with departures between 5:30-7:30 a.m. and 4:00-6:00 p.m.

LYNX Board Agenda



In FY2013, the annual cost to operate Link 204 was \$254,377. This cost was offset by projected farebox revenues in the amount of \$86,001; leaving \$168,376 remaining for the local jurisdiction. In the case on Link 204, Lake County is the only local funding participant for the route. Due to budgetary constraints, Lake County informed LYNX that Link 204 funding will end in September 2013. Lake County is now seeking to resume service as of January 1, 2014.

This separate Inter-local Agreement will allow Lake County to determine the fare structure for the Link 204. Also, the reimbursement of the cost will be based on a “direct cost method”, similar the LYMMO services and Link 200 express service with VOTRAN.

In October 2013, the service ended due to a lack of funding. Since that time, Lake County has requested to continue the services at a reduced level with an effective date of January 2014.

FISCAL IMPACT:

Upon Board approval, LYNX staff will amend the FY2014 Adopted Operating Budget in the amount of \$56,372 to support the Link 204 express service. This service is 100% funded by Lake County.

**CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY
(LYNX)
AND
LAKE COUNTY, FLORIDA
AN INTERLOCAL AGREEMENT FOR THE PROVISION OF COMMUTER BUS
SERVICE BETWEEN LAKE COUNTY AND DOWNTOWN ORLANDO FOR
FISCAL YEAR 2014**

The parties to the Agreement are **LAKE COUNTY, FLORIDA**, a political subdivision of the State of Florida, 315 West Main Street, Suite 520, Tavares, FL 32778 (hereinafter, “**County**”), and the **CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY**, body politic and corporate created pursuant to Part II, Chapter 343, Florida Statutes, 455 North Garland Avenue, Orlando, Florida 32801 (hereinafter “**LYNX**”).

WHEREAS, Lake County is a political subdivision of the State of Florida; and

WHEREAS, LYNX is the regional public transportation agency responsible for providing an integrated, efficient and comprehensive public surface transit system in the counties of Orange, Osceola, and Seminole including bus service; and

WHEREAS, population growth in Lake and Orange Counties and employment growth in downtown Orlando have contributed to a rapid increase in peak period traffic congestion between Lake County and downtown Orlando, which has resulted in the degradation of Level of Service; and

WHEREAS, the COUNTY and LYNX mutually desire to enter into a cooperative relationship whereby LYNX will provide or cause to be provided the operational services associated with commuter bus service between Lake County and downtown Orlando; and

NOW, THEREFORE, in consideration of the mutual promises and undertakings contained herein, the parties hereby agree as follows:

- 1. DEFINITIONS.** For purposes of the Agreement, the following words shall have the meaning stated in this Section 1, unless the context clearly indicates otherwise.
 - A.** COUNTY means Lake County, Florida, a political subdivision of the State of Florida.
 - B.** Manager means the County Manager of Lake County, or his or her designee.
 - C.** LYNX means the Central Florida Regional Transportation Authority, as created and described in Part II, Chapter 343, Florida Statutes.
 - D.** Project Manager means the individuals LYNX And Lake County designate as the points of contact for the operation of the service.

- E.** Passenger means a person receiving transportation service from LYNX. The passenger is Lake County's customer and is the user of the service provided by LYNX.
- F.** Service shall refer to commuter bus service as outlined in Exhibit A "Lake County Commuter Bus Service Plan".
- G.** Safety Sensitive Employees are those personnel who dispatch or control revenue service vehicles under this Agreement and personnel who maintain revenue service vehicles or equipment used under this Agreement.
- 2. AGREEMENT.** LYNX agrees to provide commuter bus service scheduled by Lake County in accordance with this Agreement. As consideration for the satisfactory performance of LYNX' promises contained herein, COUNTY agrees to reimburse LYNX for services rendered in accordance with the reimbursement rates and terms stated in Section 3 below.
- 3. REIMBURSEMENT RATES AND TERMS.** COUNTY agrees to reimburse LYNX for services rendered based upon the following overall costs:
- A.** For the first six (6) months of service, COUNTY will pay LYNX at a Commuter Bus Service rate determined as of September 30, 2013 per total service hour (revenue and non-revenue).
- B.** Upon completion of six (6) months of Commuter Bus Service, the parties mutually agree that COUNTY will pay LYNX the actual cost of Commuter Bus Service based on LYNX' records of all actual costs associated with the performances of this Agreement. Within thirty (30) days after the end of the initial six (6) month period and any such other six (6) month period, LYNX will provide COUNTY with a schedule (detailed listing) of the Commuter Bus Service cost of operations for the preceding six (6) months. In the event that COUNTY has underpaid the costs for the preceding six (6) months, COUNTY will pay the balance due within thirty (30) days of invoicing. If COUNTY has paid more than the actual costs for the preceding six (6) months, a credit will be given to COUNTY for the amount of overpayment on the following month's billing.
- The estimated rate will be adjusted to an hourly rate based on the current hours of operation and the preceding six (6) months of actual costs. This rate will be effective for the next six (6) months. This adjustment process will be completed within thirty (30) days from the end of each six (6) month period.
- C.** The funding partnership for Commuter Bus Service shall be as follows:
- COUNTY shall provide 100% of the funding in the estimated amount as outlined in Exhibit B.

4. **TERM.** The term of this Agreement shall be for a nine-month period, commencing January 1, 2014 and ending September 30, 2014, contingent upon annual appropriations by the Florida State Legislature and the Lake County Board of County Commissioners.
5. **ON-GOING SERVICE REVIEW.** The COUNTY and LYNX shall evaluate the service performance of the Commuter Bus Service operations on an on-going basis. Should ridership and service performance significantly decline, LYNX may, at its sole option, discontinue the service upon sixty (60) days written notice to COUNTY.
6. **SCOPE OF WORK.** The scope of work is outlined in Exhibit A “Lake County Commuter Bus Service Plan”.
7. **COMPLIANCE WITH REGULATIONS.** This agreement and the use of transit vehicles and all services provided by LYNX/Lake County contemplated by this Agreement are subject to and shall be in accordance with the terms and conditions of the grant agreement(s) between the respective transit agencies, and the Federal Transit Administration and the Florida Department of Transportation, both of whom provided funds for the provision of service. This Agreement is subject to all applicable Federal, State and other governmental laws, rules or regulations.
8. **METHOD OF PAYMENT.** COUNTY shall pay LYNX for the number of total service hours (revenue and non-revenue) actually provided, in accordance with the rate schedule stated in Section 3. LYNX shall invoice COUNTY within thirty (30) working days following completion of the service for the month. COUNTY will reimburse LYNX on a monthly basis. LYNX’ invoice shall specify by date the number of service hours provided during the billing period. In addition, LYNX shall list all fares collected by LYNX that shall also be deducted from the monthly invoice. COUNTY will review the information and invoice and pay LYNX the amount of the invoice within thirty (30) days after receipt.
9. **ADVERTISING.** The parties agree that LYNX shall have the right to sell advertising space both on the exterior and interior of each vehicle. All revenues derived from such advertising shall be collected by LYNX and used to fund the monthly service costs. Any excess revenues generated by advertising shall remain the property of LYNX.
10. **SERVICE AVAILABILITY.** The service availability requirements of the Agreement are met with:
 - A. A vehicle and driver meeting the requirement of this Agreement are available to meet all trips assigned by the LYNX Manager, except in cases of vehicle breakdown, accident, or similar service interruptions beyond LYNX’ control;
 - B. In cases where service is interrupted because of vehicle breakdown, accident or similar service interruption, LYNX will send a relief vehicle and/or driver to resume service immediately.
11. **ACCIDENTS.** LYNX shall be responsible for responding to, investigating, and notifying COUNTY of any accident that involves vehicles or drivers providing service under this

Agreement. LYNX shall report all such accidents by faxing a record of the LYNX Daily Operations Report on an exception basis. The LYNX Risk Manager will provide COUNTY with a summary of accidents every thirty (30) days. The LYNX Risk Manager will also coordinate all claims with COUNTY's Risk Manager.

12. **PASSENGER COMPLAINTS.** LYNX shall receive and process all passenger complaints. LYNX shall receive and will investigate and make its best effort to resolve all service complaints in a timely manner. LYNX shall provide a Passenger Complaint report by fax within forty-eight (48) hours from the time the complaint was received. The Complaint report shall include the nature of the complaint and the status. The LYNX Customer Relations Supervisor shall also provide COUNTY with a Summary Complaint Report every thirty (30) days.
13. **MARKETING.** LYNX and COUNTY agree that, in order for the proposed service to be successful, a marketing program must be sustained throughout the term of this Agreement in order to maintain the ridership base as well as attracting new riders to the proposed service. LYNX and COUNTY shall jointly develop a Marketing Plan for the service. Marketing costs will be determined and each agency's share of expenses will be negotiated and outlined in the Marketing Plan including both out-of-pocket expenditures and in kind services.
14. **PUBLIC INFORMATION.** LYNX and COUNTY agree to include on the vehicle information regarding the other parties' public transportation services, such as service and written public materials/schedules.
15. **PERFORMANCE STANDARDS.** LYNX shall require strict adherence of the following performance standards. Failure to meet these performance standards within ten (10) days after notification of corrective action necessary to resolve the deficiency shall be cause for termination of this Agreement.
 - A. Satisfactory Driver and Vehicle. No passenger shall be transported by a vehicle or driver not meeting the requirements of this Agreement.
 - B. Operating Schedule. LYNX shall be available for service as specified in Exhibit A "Lake County Commuter Bus Service Plan".
 - C. On-Time Performance. LYNX shall maintain an average on-time performance of ninety percent (90%).
 - D. Driver Standards. LYNX agrees, as to all drivers or subcontractor drivers employed by LYNX, to comply with the driver standards specified by §341.061, Florida Statutes, and Chapter 14-90, Florida Administrative Code. Standards shall include a formal selection process to include:
 - Verification that the applicant has a valid commercial driver's license of an appropriate class corresponding to the type of vehicle and nature of driving the applicant is expected to perform.

- Verification that the applicant has a clean driving record with no more than three (3) points in the past three (3) years.
- Verification that the applicant is physically capable of safely driving all vehicles to be used to transport passengers.
- Verification that a D.O.T. pre-employment physical and drug screen has been performed.
- Verification that a criminal background check has been completed.
- Verification of proper identification for purposes of Federal Immigration and naturalization Form I-9 purposes.

LYNX agrees to maintain a file on each driver that includes copies of annual motor vehicle records, record of complaints, commendations, accident reports, and documentation of training completed. In compliance with the Americans with Disabilities Act, LYNX agrees to maintain a separate confidential physical and drug screen file.

LYNX shall employ drivers who are sufficiently skilled in the English language to carry on necessary conversations with passengers and the dispatcher, to read a vehicle schedule, and fill out required reports. Drivers shall not smoke, drink, nor eat at any time in a vehicle while performing service under this Agreement.

E. Training Standards. LYNX shall provide an approved driver training and retraining program to teach and maintain driver proficiency and the necessary skills to provide safe, courteous, efficient service. The driver training program shall include:

- Defensive driving, using a program approved by the National Safety Council.
- Use of all special equipment with the job, such as wheelchair lifts, fire extinguisher and two-way communications.
- Operating procedures, including passenger assistance policies, fare collection, vehicle pre-operations checks, use of forms, record keeping, and dispatch procedures.
- Familiarization with the service area.
- Passenger assistance techniques and sensitivity training.
- Relevant policies and procedures contained in an Operator's Manual.
- Familiarity with COUNTY's connecting route and schedules (Link 200).

In addition, LYNX agrees to perform drivers training to include at least annual reviews of an individual driver's responsibilities and performance and semi-annual observations of the driver's on-the-job performance. Supervisors should ride with the drivers to observe their driving techniques. New drivers shall be road tested with each different kind of vehicle to be sure they can handle them before passengers are transported. Records will be maintained for all drivers to

verify that the training has been received. Individual training records shall be available for inspection upon request.

- F.** Uniforms. LYNX Bus Operators, as employees under Contract, shall be required to wear LYNX uniforms.
- G.** Vehicle Standards. LYNX shall provide a sufficient number of vehicles to meet the service levels outlined in Exhibit A, and must include spare vehicles to allow for routing, servicing and maintenance, repairs, vehicle breakdowns, and similar occurrences, as many as may reasonably be anticipated. LYNX shall assign suburban coaches for the service. Vehicles shall be in good working condition. A minimum capacity of forty-three (43) seats shall be provided. Each vehicle shall comply with ADA guidelines for accessibility (i.e. wheelchair lifts and tie downs). Each vehicle shall come equipped with an electronic destination sign as well as information racks.
- H.** Project Management. LYNX shall provide adequate staff to manage the service in an efficient manner. LYNX shall provide dispatch coverage from the operating base and maintain a driver pool adequate to ensure that daily service demands are met. LYNX' Project Manager shall be located at the LYNX operating facility and will be available for required meetings. LYNX' Project Manager or designee shall at all times be available by phone and shall have the legal authorization of LYNX to take reasonable action in the event of an emergency. LYNX agrees to provide emergency phone numbers to COUNTY for all key administrative/management personnel. Also, COUNTY shall designate a Project Manager to serve as the Agency's primary contact and will provide emergency phone numbers if needed.

LYNX' Project Manager shall be responsible for communication, coordination, and management needed for the operation of an efficient and effective service.
- I.** Performance Log. LYNX shall maintain a daily operations record which can be provided to COUNTY.
- J.** Reporting. LYNX shall provide ridership information and all other associated data for National Transit Database (Section 15). LYNX shall be responsible for collecting and depositing all passenger fares collected onboard the buses. Collected fares shall be counted and deposited on a daily basis to a bank account established by LYNX. All farebox revenues generated by the service shall remain the property of LYNX.

LYNX shall maintain GFI CENTS-A-BILL farebox or an approved equivalent on all vehicles used in revenue service. LYNX should provide a daily summary of farebox vault fares collected. In addition, a count of passengers by fare type for each revenue trip should be provided. COUNTY reserves the right to observe, count, or perform other audit functions necessary to verify the security and accuracy of the fare collection procedure.

- K.** Safety Policy. LYNX shall have a safety policy, including a system for monitoring driver performance which identifies problem drivers and recognizes good drivers. The program shall include methods for promoting safe driving practices, such as awards, meetings and posters. LYNX must have a written Safety System Program Plan (SSPP) that meets the requirements of §341.061, Florida Statutes, and Chapter 14-90, Florida Administrative Code.
- L.** Drug Free Workplace Policy. LYNX shall have a written Drug Free Workplace Policy that meets Federal Transit Administration requirements for Drug/Alcohol testing of all safety sensitive employees to include pre-employment, random, post-accident and probable cause. LYNX agrees to randomly test safety sensitive employees using LYNX' internal program as approved by FTA. LYNX agrees that if routine vehicle maintenance is subcontracted, the company providing the maintenance meets the FTA drug testing requirements.
- M.** Facility Standards. LYNX shall provide a base of operations with adequate facilities to secure parking, administration, vehicle maintenance and service. LYNX administrative and management office shall be equipped with a fax machine on a dedicated telephone line and sufficient voice telephone lines to ensure that the supervisors and administrative staff can be reached during service hours, as specified in Attachment A.
- N.** Refusal of Service. LYNX shall have the right to refuse service to a passenger only if it is believed that the passenger cannot be transported safely or the passenger is disruptive, abusive, or reasonably appears to be intoxicated. All service denials will be recorded on the Daily Operations Report and faxed to COUNTY immediately.
- 16. CHANGES IN SERVICE.** The COUNTY and LYNX may make changes within the scope of work to this Agreement as per mutual agreement between the parties. Such changes may include, but are not limited to, revised schedules, routes and stops; record keeping/reporting requirements; federal and state legislative action; and additional driver training and operations policy proposals. Should any change have a financial effect on the cost of operations, an equitable adjustment in the rates of compensation shall be negotiated.
- 17. STATUS OF LYNX.** LYNX shall have the status of independent contractor to COUNTY, and not that of agent or employee. LYNX agrees that personnel assigned to provide services pursuant to this Agreement shall be considered employees of LYNX only, and not employees or agents of COUNTY. LYNX shall, with respect to said employees, be responsible for withholding and paying federal income taxes, paying Social Security taxes, paying unemployment insurance, and maintaining a policy of insurance covering workers compensation risks in such amounts and with such coverage as required by the laws of the State of Florida.

- 18. CONFIDENTIALITY/SOLICITATION.** LYNX agrees to comply with applicable federal, state, or local laws, policies and procedures regarding disclosure of information concerning passengers who receive services under this Agreement.
- 19. VEHICLE INSURANCE.** LYNX agrees to provide COUNTY with a Certificate of Insurance on the date of execution hereof, and on each renewal date showing a minimum liability insurance coverage for each vehicle used to provide service pursuant to Sovereign Immunity Statutes 768.28 which provides \$100,000 per person and \$200,000 per occurrence. A copy of LYNX' Self-Insurance Certificate will be provided to COUNTY.
- 20. TERMINATION OF AGREEMENT.**
- A. Termination Without Cause.** Either party may terminate this Agreement without cause upon one hundred twenty (120) days written notice to the other party. Upon such termination without cause, LYNX shall be entitled to payment in accordance with the payment provisions, for services rendered up to the termination date and COUNTY shall have no other obligations to LYNX.
- B. Termination for Cause.** COUNTY may terminate this Agreement for material breach or for default, in accordance with the paragraph, if LYNX fails to perform the services in a timely manner and in accordance with the standards provided in Section 15 above. Prior to termination for cause, COUNTY shall give LYNX a Notice of Intent to Terminate, specifying the circumstances of LYNX' default. LYNX shall have fifteen (15) days to cure the default (measured from LYNX' receipt of the Notice of Intent). Notice of Intent to Terminate shall be provided by facsimile transmission as well as by certified mail. If LYNX fails to cure the default before the expiration of the fifteen (15) day cure period, then COUNTY shall have no further obligation to LYNX except to pay for services provided through the date of the termination. LYNX shall not be found in default for events arising due to acts of God. LYNX may terminate this Agreement for material breach or for default and failure of payment in a timely manner.
- C. Termination Due to Lack of Funding.** In the event funds to finance all or a portion of this Agreement are not available, the parties may mutually terminate this Agreement with no less than 120 days written notice. Any decision regarding availability of funds shall rest solely in the sound legislative discretion of the County Council or LYNX' governing board.
- 21. SOVEREIGN IMMUNITY.** Both the COUNTY and LYNX are governmental entities whose limits of liability are set forth in Section 768.28, Florida Statutes and nothing herein shall be construed to extend the liabilities of either beyond that provided in Section 768.28, Florida Statutes. Nothing herein shall inure to the benefit of any third party for the purpose of allowing any claim otherwise barred by sovereign immunity or operation of law.

- 22. GOVERNING LAWS.** Except to the extent Federal law is applicable, the interpretation, effect, and validity of this Agreement shall be governed by laws and regulations of the State of Florida and Lake County, Florida. Venue of any legal action to enforce the terms of this Agreement, or any default thereof, shall be in Lake County, Florida. In the event that an action is brought for the enforcement of any term of the Agreement, or any right arising there from, the parties expressly waive their respective right to have such action tried by jury trial, and hereby consent to a non-jury trial for the adjudication of such action.
- 23. AUDIT.** COUNTY may require LYNX' financial and performance records to be audited on an annual basis by an independent certified public accountant of COUNTY's selection at COUNTY expense as a part of COUNTY's reasonable monitoring of LYNX' performance hereunder. By execution of this Agreement LYNX grants its consent to such audit.
- 24. NOTICES.** All notices, demands, or other communications given hereunder shall be in writing and shall be deemed to have duly affected on the first business day after mailing via U.S. Registered or Certified Mail, Return Receipt Requested, postage prepaid, and addressed as follows:

David C. Heath
 County Manager
 Lake County
 PO Box 7800
 Tavares, FL 32778

John M. Lewis, Jr.
 Chief Executive Officer
 LYNX
 455 N. Garland Avenue
 Orlando, FL 32801

Also:

Blanche W. Sherman, CPA
 Director of Finance
 LYNX
 455 N. Garland Avenue
 Orlando, FL 32801

- 25. EFFECTIVE DATE.** This Agreement shall become effective on the date of complete execution hereof, by all parties, as indicated below.
- 26. COMPLETE AGREEMENT AND AMENDMENTS TO AGREEMENT.** This Agreement represents the entire, full and complete agreement between the parties, and supersedes all prior agreements whether written or verbal. No other representations have induced the parties to execute the Agreement. There are no valid or binding representations, inducements, promises or agreements, oral or otherwise, between the

parties that are not embodied herein. No amendment, change or variance from this Agreement shall be binding on either party unless executed in writing by both parties hereto.

27. **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. If requested in writing or by email LYNX shall make available to the Funding Partners copies of all incident and accident reports within five (5) business days of receiving the request if the occurrence involves a bus providing services to residents of Lake County unless such documents fall within an exception or exemption to the Public Records Act.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

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

CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY

Attest:

(seal)

Deborah Morrow, Executive Assistant

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.
Akerman & Senterfitt, P.A.

By: _____
Patrick Christiansen, Esq.

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

FUNDING PARTNER:
LAKE COUNTY, FLORIDA

By: _____
David C. Heath, County Manager

This ____ day of _____, 2013.

Approved as to form and legality:

Sanford A. Minkoff
County Attorney

Exhibit "A"

DESCRIPTION OF SERVICE AREA

Xpress Link 204 Clermont/Downtown Orlando

Serving: Lake County Park N Ride to LYNX Central Station

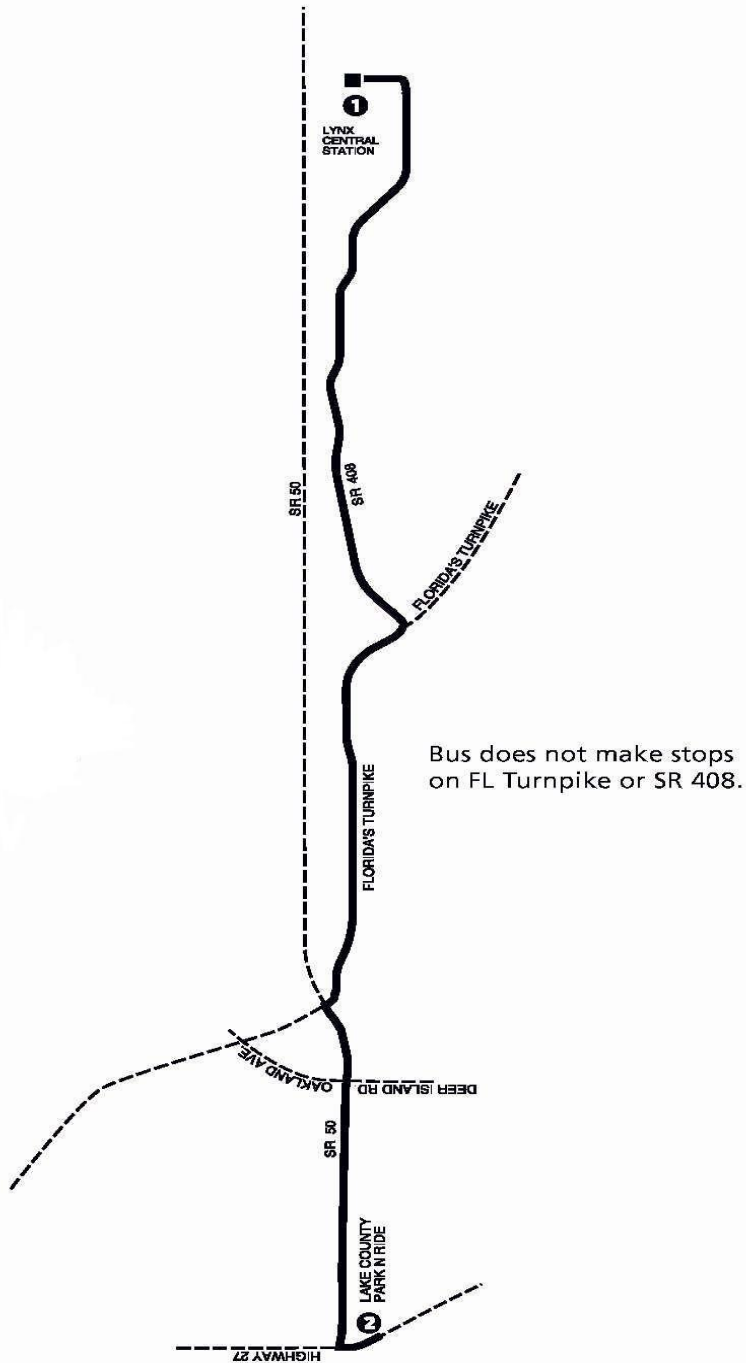


Exhibit "B"

DESCRIPTION OF APPROPRIATED AMOUNT

January through September	\$ 78,516.75
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Exhibit B - Lake County Transit Service Costs For FY2014	
<i>Net Fixed Route Operating Costs</i>	<i>Cost</i>
Link 204	\$ 78,516.75
Less: Estimated Fares	(22,145.25)
Total County Transit Service Cost	\$ 56,371.50

FY2014 Billing Schedule:	
January 2014	\$ 6,263.50
February 2014	6,263.50
March 2014	6,263.50
April 2014	6,263.50
May 2014	6,263.50
June 2014	6,263.50
July 2014	6,263.50
August 2014	6,263.50
September 2014	6,263.50
Annual Funding Request from County	\$ 56,371.50

Action Agenda Item #8.C

To: LYNX Board of Directors

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

Phone: 407.841.2279 ext: 6100

Item Name: Authorization of the Recommended LYNX Fare Structure and Technology to include SunRail Fares

Date: 12/4/2013

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to implement the proposed fare structure and technology changes 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 an 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' 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.

In September 2013, staff requested the Board of Directors' approval to initiate the public participation process for the proposed LYNX fare structure and technology. Public involvement meetings were scheduled for October 22, 2013 at Casselberry City Hall, October 23, 2013 at LYNX Central Station, and October 24, 2013 at Osceola Square Mall. Public comments provided on the fare policy, structure, and technology have been included in the full Title VI Program Update document submitted for approval at this Board Meeting. Public comments

LYNX Board Agenda

regarding LYNX' fare policy, structure, and technology did not indicate that implementation would cause a disparate impact or disproportionate burden. Meeting participants did comment on the higher costs of the SunRail monthly pass as compared to the MARTA monthly pass, were pleased that discount fares will be offered for the elderly and disabled, and that there is the ability to transfer between SunRail and bus modes.

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, with the exception of activating the stored value card and its associated discount.

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
	NeighborLink (NL)	\$2.00
	NL 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
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 aged 18 and younger. Riders aged 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 is 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% is being offered as a convenience for riders who wish to prepay. This option using the SunRail Connection smart card will also allow riders to access both the LYNX and SunRail systems.

Group Discounts

Employer discounts for groups are 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	One Way	Reduced One Way	Round Trip	Reduced Round Trip	Weekly	Reduced Weekly	Monthly	Reduced Monthly	Annual	Reduced Annual	Transfer Upgrade	Reduced Transfer Upgrade
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	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’ 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.

LYNX is including this required equity analysis with their submittal of the FY2014 – 2016 Title VI Program Update to the FTA to be in compliance with Circular 4702.1B.

FISCAL IMPACT:

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

Action Agenda Item #8.D

To: LYNX Board of Directors

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

Phone: 407.841.2279 ext: 6119

Item Name: Authorization to Implement Recommendations Made as a Result of the Compensation Study

Date: 12/4/2013

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to implement recommendations to the Pay Plan made during the classification and compensation study (Study), effective January 2014.

BACKGROUND:

The last analysis of LYNX compensation plan was performed in 2005-2006. Since that time, internal inequities were inadvertently created and the compensation was behind the market. In November 2012, RFQ 13-Q22 was awarded to Cody & Associates, Inc. to conduct a Classification and Pay Study for all non-bargaining unit positions. To address inequities, evaluate existing job duties, and compare compensation internally and externally, Cody & Associates, Inc. were concerned with the following basic objectives:

- Formulating a Classification and Pay Plan that will assist in reducing turnover costs and promote careers with LYNX.
- Designing a Classification and Pay Plan that will attract qualified personnel to render the services that LYNX provides.
- Establishing objective, standardized, methods for evaluating jobs, establishing salary ranges, and determining individual salary levels.
- Establishing equitable relationships of one job to another within the work force (equal pay for equal work).
- To ensure fair and equal compensation opportunities for equal contributions to the effective operations of LYNX.
- Designing current Salary Ranges which are competitive with reasonably similar positions in the labor market where LYNX recruits for employees and which are consistent with

LYNX Board Agenda

the economic conditions in Orange County, surrounding counties, and Transportation Agencies throughout the Nation.

- Establishing or maintaining normal lines of promotion to and from the various classes of positions in the Personnel System.
- Updating/drafting Class Descriptions.

Cody and Associates, Inc. reviewed and analyzed all non-exempt and exempt non-bargaining unit positions and their internal relationships (excluding Executive Staff). Their process included creating benchmark jobs that represented all occupations and levels in LYNX's organization with salary survey data. In addition, a Job Analysis Questionnaire was completed by employees and managers submitted updated job descriptions for Cody and Associates, Inc. to integrate into the analysis.

On July 25, 2013, staff presented an overview of Cody & Associates, Inc. analysis:

- Approximately 83% of the present salary ranges need to be adjusted
- Overall, LYNX positions lag the market by approximately 13%
- Minimum salaries lag the market by approximately 10%
- Midpoint salaries lag the market by approximately 13%
- Maximum salaries lag the market by approximately 16%
- Adjustments should be made to insure both internal and external equity

When compared with funding partners only:

- Overall, LYNX positions lag by approximately 13%
- Minimum salaries lag by approximately 11%
- Midpoint salaries lag by approximately 13%
- Maximum salaries lag by approximately 14%

Recommendation:

- Adopt the Pay Grades and Salary Schedule recommended to the Board by Cody & Associates so LYNX will have greater competitiveness with the market to allow for external competitiveness and internal performance recognition.
- Adjust the salaries of employees who fall below the minimum recommended to the "new" pay grade and salary schedule at the minimum rate.
- Adjust the salaries of employees who have been with the agency 5 years or more to the "new" midrange level of the recommended pay grade and salary schedule.

Conclusion:

The last analysis of LYNX compensation plan was performed in 2005-2006. Since that time, internal inequities were inadvertently created and the compensation was behind the market. Cody and Associates, Inc. reviewed and analyzed all non-exempt and exempt non-bargaining unit

LYNX Board Agenda

positions and their internal relationships and found that 83% of the salary ranges needed to be adjusted; LYNX overall positions lag the market by 13%; minimum salaries lag the market by approximately 10%; midpoint salaries lag the market by approximately 13%; and maximum salaries lag the market by approximately 16%. Adopting the Pay Grades and Salary Schedule recommended to the Board by Cody & Associates will allow LYNX to have a greater competitive advantage when recruiting and retaining valued employees.

FISCAL IMPACT:

LYNX staff included \$243,340 in contingency funds to support the recommendations resulting from the Compensation Study. The current estimated financial impact is \$205,297.

Action Agenda Item #8.E

To: LYNX Board of Directors

From: **Stuart Boggs**
DIRECTOR OF PLANNING & DEVELOPMENT
Andrea Ostrodka
(Technical Contact)

Phone: 407.841.2279 ext: 6009

Item Name: Authorization to Adopt Proposed Service Standards

Date: 12/4/2013

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to adopt the Comprehensive Operational Analysis (COA) Service Standards.

BACKGROUND:

LYNX contracted with VHB to undertake a Comprehensive Operational Analysis (COA) of LYNX transit operations. The consultant analyzed LYNX's route network to identify and recommend short and long term modifications that would improve system efficiencies. As part of that effort, the consultant worked with the agency's planning staff to develop service standards and associated measures that would be used in the development of new routes as well as the evaluation of existing routes to enhance their operational efficiencies.

PROPOSED SERVICE STANDARDS:

Service Standards are regularly employed by transit agencies across the country as a way to measure the performance of transit service in order to document the efficiency of service in operation, and to identify opportunities for improvements or savings. Service standards can also serve as a framework for evaluating the potential success of new services and/or the modification of existing services. Assessments are data-driven. Service standards balance the competing goals of maximizing potential ridership, providing transportation services to those without the ability to drive or who do not own a vehicle, and minimizing overall operating costs.

The proposed Service Standards are based on best practices from across the nation.

Adoption of the proposed Service Standards would serve to provide LYNX staff a framework for analysis and decision-making on operational and transit planning issues.

FISCAL IMPACT:

Upon subsequent Board approval and funding, LYNX staff will include any impacts relating to the implementation of the adopted service standards in future budgets.

Proposed Service Standards



	Standard	Metric
Route Design Standards	Fixed Route Network Spacing In Residential Areas	<ul style="list-style-type: none"> Routes should be spaced between ¼ and 1 mile apart, based on population density and percent of households without automobiles When planning for service, every attempt should be made to locate routes on roads that are appropriate for reliable operations. These include roads with TSP and/or synchronized signal progression based on posted speed limits. When planning for service, every attempt should be made to locate routes on roads with appropriate amenities (sidewalks/crosswalks/ pedestrian signals).
	Fixed Route Network Spacing In Commercial and Other Areas	Criteria for extending or adding transit service to major commercial and institutional uses based on overall square footage and/or number of employees.
	Bus Stop Spacing Standards	<ul style="list-style-type: none"> There should be an average of 4 bus stops per mile when population density is over 10 households per acre. There should be an average of 2 bus stops per mile when population density is from 4 to 9.9 households per acre. There should be an average of 1 bus stop (as needed) per mile when population density is 4 households per acre. FastLink service should have an average of 1 bus stop per mile where the route overlays with local service.
	Standard for Serving a Park and Ride Directly	<ul style="list-style-type: none"> Direct service should be provided to park and rides that attract over 150 daily passengers (weekday). Park-and-ride facilities should be provided at appropriate stops on rapid and express services to serve transit users from Low and High density residential areas.
	Overall Directness of Route Standard	<ul style="list-style-type: none"> Fixed Route diversions should be allowed only when they are less than 10-15 percent of the overall route length.
Schedule Design Standards	Frequency of Service	<ul style="list-style-type: none"> Bus service should be scheduled to allow for loading on the vehicle with no standees during the off-peak and to allow for 1.25 passengers per seat during the peak hour. Routes which are experiencing capacity issues for a single trip should be candidates for articulated buses rather than increased frequency. NeighborLink service should operate at a minimum headway of one hour. XpressLink bus service should be scheduled to allow for no standees at all times. FastLink service should be scheduled based on the demand of a FastLink route or the combined FastLink and local bus service demand.
	Policy Headway Standard	<ul style="list-style-type: none"> Local Service should be scheduled at a policy headway of 30 minutes or better. BRT service should be scheduled at a policy headway of 15 minutes or better. FastLink service should be scheduled at a policy headway of 15 minutes or better.
	Standard for enhancing headway on routes with "Plug Buses"	If plug buses are used more than twice in one week or more than three times in one month to address crowding, a route should be examined for enhanced headways.
	Standard for Span of Service	<ul style="list-style-type: none"> Base hours of service should be between 6:00 AM and 10:00 PM on weekdays. Expansion of the span of service should occur when ridership is such that it begins to exceed the off-peak service standard in the first or last hours of service.

Percent of Households without Autos	Over 10 (Urban)	7 to 10 (High Density Suburban)	4 to 6.9 (Low Density Suburban)	Under 4 (Rural)
Over 15.0	1,300 Feet (1/4 Mile)	1,300 Feet (1/4 Mile)	1,300 Feet (1/4 Mile)	2,600 Feet (1/2 Mile)
10.0 to 15.0	1,300 Feet (1/4 Mile)	1,300 Feet (1/4 Mile)	2,600 Feet (1/2 Mile)	5,280 Feet (1 Mile)
5.0 to 9.9	1,300 Feet (1/4 Mile)	2,600 Feet (1/2 Mile)	5,280 Feet (1 Mile)	*
Below 5.0	2,600 Feet (1/2 Mile)	5,280 Feet (1 Mile)	*	*

* These areas should be served with NeighborLink

Proposed Service Standards

	Standard	Metric
Schedule Design Standards	Standard wait time for transferring between services	Routes should be scheduled so that the wait time for transferring passengers is no more than ½ the headway of the connecting service.
Economic and Productivity Standards	Standard for Route Investigation based on Farebox Recovery	Routes that are in the lowest quartile (25%) of farebox recovery for their route type should be examined for improvements that might increase ridership or lower costs.
	Standard for Route Investigation based on Passengers per Vehicle Hour and Vehicle Mile	Routes that are in the lowest quartile (25%) for all routes ranked by passengers per vehicle hour and/or passengers per vehicle mile should be examined for potential operating improvements.
	Standard for Route Investigation based on Ratio of Non-Revenue to Revenue Miles	Routes that are in the lowest quartile for all routes as ranked by the ratio of non-revenue to revenue miles should be examined for potential operating improvements including interlining and utilizing satellite operating centers to reduce non-revenue miles.
Service Delivery Standards	Standard for Route Investigation based on On-Time Performance	Routes which are in the bottom ten percent for this metric (buses arriving earlier than scheduled or over five minutes after schedule) should be examined further for potential improvements.
	Standard for Route Investigation based on Average Speed	Routes with runtime more than twice the runtime for a single occupancy vehicle should be examined for potential speed improvements.
	Standard for Route Investigation based on Trips Operated and Trips Completed	<ul style="list-style-type: none"> Any route that has a missed trip average 20 percent or greater than the system average should be investigated for potential improvements. Maintenance staff should be alerted during any month where the mean distance between failures is below 19,000 miles to identify potential causes of breakdowns.
	Standard for Route Investigation based on Passenger Complaints	Routes that are in the top quartile (25%) for all routes ranked by number of passenger complaints should be examined for potential operating improvements.
	Standard for Amenities at Bus Stops	<ul style="list-style-type: none"> Bus stops with 25 average daily boardings should be prioritized for shelters and benches. Bus stops with 15 average daily boardings should be prioritized benches. Facilities should follow applicable codes of governing jurisdictions. Co-location of non-LYNX facilities should be avoided unless expressly requested by governing jurisdiction or partner.

Action Agenda Item #8.F

To: LYNX Board of Directors

From: **John Lewis**
CHIEF EXECUTIVE OFFICER
Blanche Sherman
(Technical Contact)
Tangee Mobley
(Technical Contact)
Donna Tefertiller
(Technical Contact)

Phone: 407.841.2279 ext: 6017

Item Name: Authorization to Enter into a Collective Bargaining Agreement Wage Re-Opener with Amalgamated Transit Union (ATU) Local 1749

Date: 12/4/2013

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to enter into a collective bargaining agreement wage re-opener with the Amalgamated Transit Union (ATU) 1749 for fiscal year 2014.

BACKGROUND:

In 2002, employees who were classified as supervisors within the Operations Department unionized, thereby forming the Amalgamated Transit Union (ATU) Local 1749. The unionization established a three-year collective bargaining agreement that has been re-negotiated three times since its inception. The Union represents thirteen (13) Maintenance Supervisors and thirty-nine (39) Transportation Supervisors.

For FY2012 the monetary change included a wage increase of 2%, effective November 20, 2011 and a wage reopener in years two and three, FY2013 and FY2014, respectively. Additionally, an effort was made to provide a separation between supervisors and operators and maintenance employees.

LYNX Board Agenda

For the wage reopener in year three (FY2014) Labor Negotiations took place on October 18, 2013 with the negotiating teams consisting of the following:

Management

John Lewis, Chief Executive Officer
Tangee Mobley, Director of Transportation and Maintenance
Blanche Sherman, Director of Finance
Donna Tefertiller, Director of Human Resources

Union

Scott Penvose, Union President
Jayne Walker, Financial Secretary

During this meeting the monetary change included placing supervisors in a pay progression system which includes steps that are not tied to years of service.

Effective the first full pay period of October 2013 the pay rates for Transportation and Maintenance Supervisors shall be:

<u>NEW HIRES / CURRENT STAFF PROGRESSION</u>		
Transportation		
Step	1	\$22.25
	2	\$22.92
	3	\$23.61
	4	\$24.41
	5	\$25.14
Maintenance		
Step	1	\$25.19
	2	\$25.95
	3	\$26.73
	4	\$27.33

There is a wage reopener in year three.

FISCAL IMPACT:

LYNX staff included funds in the FY2014 Adopted Operating Budget to support the proposed wage increase.

Action Agenda Item #8.G

To: LYNX Board of Directors

From: **John Lewis**
CHIEF EXECUTIVE OFFICER
Blanche Sherman
(Technical Contact)
Tangee Mobley
(Technical Contact)
Donna Tefertiller
(Technical Contact)

Phone: 407.841.2279 ext: 6017

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

Date: 12/4/2013

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to enter into a collective bargaining agreement wage re-opener with the Amalgamated Transit Union (ATU) 1596 for fiscal year 2014.

BACKGROUND:

Employees of the Amalgamated Transit Union (ATU) Local 1596 are classified as Bus Operators, Technicians, Building and Grounds, Road Rangers, Service Island Attendants, and Building and Grounds Keepers. The contract dated October 1, 2012 through September 30, 2015 is a three-year collective bargaining agreement that includes two wage reopeners in years two and three, FY2013 and FY2014, respectively.

For the wage reopener in year two (FY2013) Labor Negotiations took place on November 12, 2013 with the negotiating teams consisting of the following:

Management

James Seegers, LYNX' Legal Counsel
Tangee Mobley, Director of Transportation and Maintenance
Blanche Sherman, Director of Finance
Donna Tefertiller, Director of Human Resources

Union

LYNX Board Agenda

Normand Audet, Union President
Michael Dickens, Vice President, Maintenance
Ismael Rivera, Vice President, Operations
Christine St. Louis, Recording Secretary

The tentative agreement resulting from this meeting is as follows:

1. Effective October 1, 2013, all employees in wage progression will receive a one-time step increase based upon the current top wage rate.
2. Employees at current top wage rates will receive a .20 cent per hour increase on October 1, 2013 and a .26 cent per hour increase on April 1, 2014 which shall not increase the current top wage rates until September 30, 2014 at which time the top wage rates shall be increased to reflect the additional total of .46 cents per hour. At that time, (i.e., September 30, 2014) all employees in pay progression will be adjusted to reflect the new top wage within their then current step.

There is a wage reopener in year three.

FISCAL IMPACT:

LYNX staff included funds in the FY2014 Adopted Operating Budget to support the proposed wage increase.

Action Agenda Item #8.H

To: LYNX Board of Directors

From: **John Lewis**
CHIEF EXECUTIVE OFFICER
Deborah Morrow
(Technical Contact)

Phone: 407.841.2279 ext: 6017

Item Name: Adoption of Resolution #13-010 Appointing a LYNX Board of Directors' Representative on the MetroPlan Orlando Board of Directors

Date: 12/4/2013

ACTION REQUESTED:

Staff is requesting the Board of Directors adopt Central Florida Regional Transportation Authority (d/b/a LYNX) Resolution No. 13-010 appointing an Agency representative on the MetroPlan Orlando Board of Directors and

BACKGROUND:

At the September 19, 2013 meeting of the Board of Directors, by unanimous vote of members, Osceola County Commissioner, Frank Attkisson, was approved as the Agency's representative on the MetroPlan Orlando Board of Directors.

CFRTA RESOLUTION NO. 13-010

**RESOLUTION OF THE CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY (d/b/a/ LYNX) APPOINTING OSCEOLA
COUNTY COMMISSIONER, FRANK ATTKISSON, AS AGENCY
REPRESENTATION ON THE METROPLAN BOARD OF DIRECTORS**

WHEREAS, MetroPlan Orlando Governing Board's Charter holds a seat on its Board of Directors for a LYNX representative; and

WHEREAS, Osceola County Commissioner, Frank Attkisson, has extensive knowledge of transportation issues in Central Florida.

WHEREAS, by unanimous vote of LYNX' Board of Directors on September 19, 2013, Vice Chairman, Osceola County Commissioner, Frank Attkisson, was approved to serve as LYNX' representative on the MetroPlan Orlando Board of Directors; and

NOW, THEREFORE, BE IT RESOLVED THAT:

1. Osceola County Commissioner, Frank Attkisson, shall represent LYNX on the MetroPlan Orlando Board of Directors.
2. The term of appointment shall be subject to annual review by LYNX' Board of Directors.
3. Osceola County Commissioner, Frank Attkisson, shall exercise such authority and perform such duties as are customarily exercised or performed by LYNX Board Members representing the Central Florida Regional Transportation Authority.

APPROVED AND ADOPTED this 4th day of December, 2013 by the Governing Board of the Central Florida Regional Transportation Authority.

CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY

By: Governing Board

Chairman

ATTEST:

Assistant Secretary

Work Session Item #9.A

To: LYNX Board of Directors

From: John Lewis
CHIEF EXECUTIVE OFFICER
Andrea Ostrodka
(Technical Contact)

Presented By: Andrea Ostrodka, Manager of Strategic Planning, LYNX

Phone: 407.841.2279 ext: 6017

Item Name: Overview of the American Bus Benchmarking Group (ABBG) and LYNX Performance Measurement

Date: 12/4/2013

OVERVIEW:

Andrea Ostrodka, Manager of Strategic Planning, LYNX, will provide a brief overview of the American Bus Benchmarking Group (ABBG) and LYNX performance measurement.

The American Bus Benchmarking Group is a consortium of sixteen (16) mid-sized bus agencies in North America that was established in 2011 to benchmark performance and share experiences and best practices. To support a formal benchmarking initiative, LYNX will be collecting and tracking data relative to key performance indicators. Benchmarking is defined as: “a systematic process of continuously measuring, comparing and understanding organizations’ performance and changes in performance of a diversity of key business processes against comparable peers to gain information which will help the participating organizations to improve their performance”.

Performance measurement and tracking will allow LYNX staff to provide more efficient and effective service, identify and build on strengths, identify weaknesses and problems, monitor trends, set reasonable and achievable targets, have more productive dialog with agency partners, and make decisions within a predictable framework.

PERFORMANCE MEASUREMENT + REPORTING



ABBG – American Bus Benchmarking Group



- Administered through the Railway and Transport Strategy Centre at Imperial College London
- World leader in public transit benchmarking
- Three key research themes
 1. Benchmarking/performance measurement
 2. Urban transit operations
 3. Transport economics and policy

ABBG - Benchmarking



- A systematic process of continuously measuring, comparing and understanding organizations' performance and changes in performance...

Of a diversity of key business processes

Against comparable peers

To gain information which will help the participating organizations to improve their performance

Improving transit performance through benchmarking

- Agency strengths and weaknesses
- Where improvements are most likely achievable
- What has/hasn't worked elsewhere
- How good ideas can be implemented

ABBG – 16 members



C-Tran (Vancouver)
Spokane Transit
Lane Transit (Eugene)
DART (Des Moines)
RTA (Dayton)
GCRTA (Cleveland)

NFTA (Buffalo)
The T (Fort Worth)
Capital Metro (Austin)
PSTA (St. Petersburg)
LYNX (Orlando)
RIPTA (Rhode Island)

Omnitrans (San Bernardino)
San Joaquin RTD (Stockton)
RGRTA (Rochester)
UTA (Salt Lake City)

ABBG – Four Objectives



1. To develop and use a concise, well-balanced and comparable **KPI system for performance measurement**
2. To provide benefits to members by understanding the reasons for performance and trends and by identifying **best practices**
3. To facilitate the **sharing of knowledge** and best or otherwise interesting practices in a confidential environment
4. To establish an **ongoing benchmarking process** that considers the resources available to mid-sized agencies

ABBG – Key Performance Indicators

Growth & Learning

- G1 Passenger Boardings
- G2 Vehicle Miles and Hours
- G3 Passengers per Revenue Mile & Hour
- G4 Staff Training

Customer

- C1 Customer Information (*scheduled and real-time*)
- C2 On-Time Departure Performance ($0 < > + 5$)
- C3 Passenger Miles per Revenue Capacity Mile
- C4 Passenger Miles per Revenue Seat Mile
- C5 Lost Vehicle Miles

Internal Processes

- P1 Peak Fleet Utilization
- P2 Network Efficiency (*revenue miles & hours per total miles & hours, non-revenue split by category*)
- P3 Staff Productivity (*total vehicle hours & miles per labor hour*)
- P4 Staff Absenteeism Rate
- P5 Mean Distance/Time Between Road Calls

Environmental

- E1 Diesel Fuel Consumption
- E2 CNG Fuel Consumption
- E3 CO2 Emissions per Total Vehicle Mile & Pax Mile

Financial

- F1 Total Cost per Total Vehicle Mile & Hour
- F2 Total Operating Cost per Total Vehicle Mile & Hour
- F3 Service operation
- F4 Maintenance
- F5 Administration
- F6 Service Operation Cost per Revenue Mile & Hour
- F7 Total Operating Cost per Boarding & Pax Mile
- F8 Operating Cost Recovery
- F9 Fare Revenue per Boarding & Pax Mile

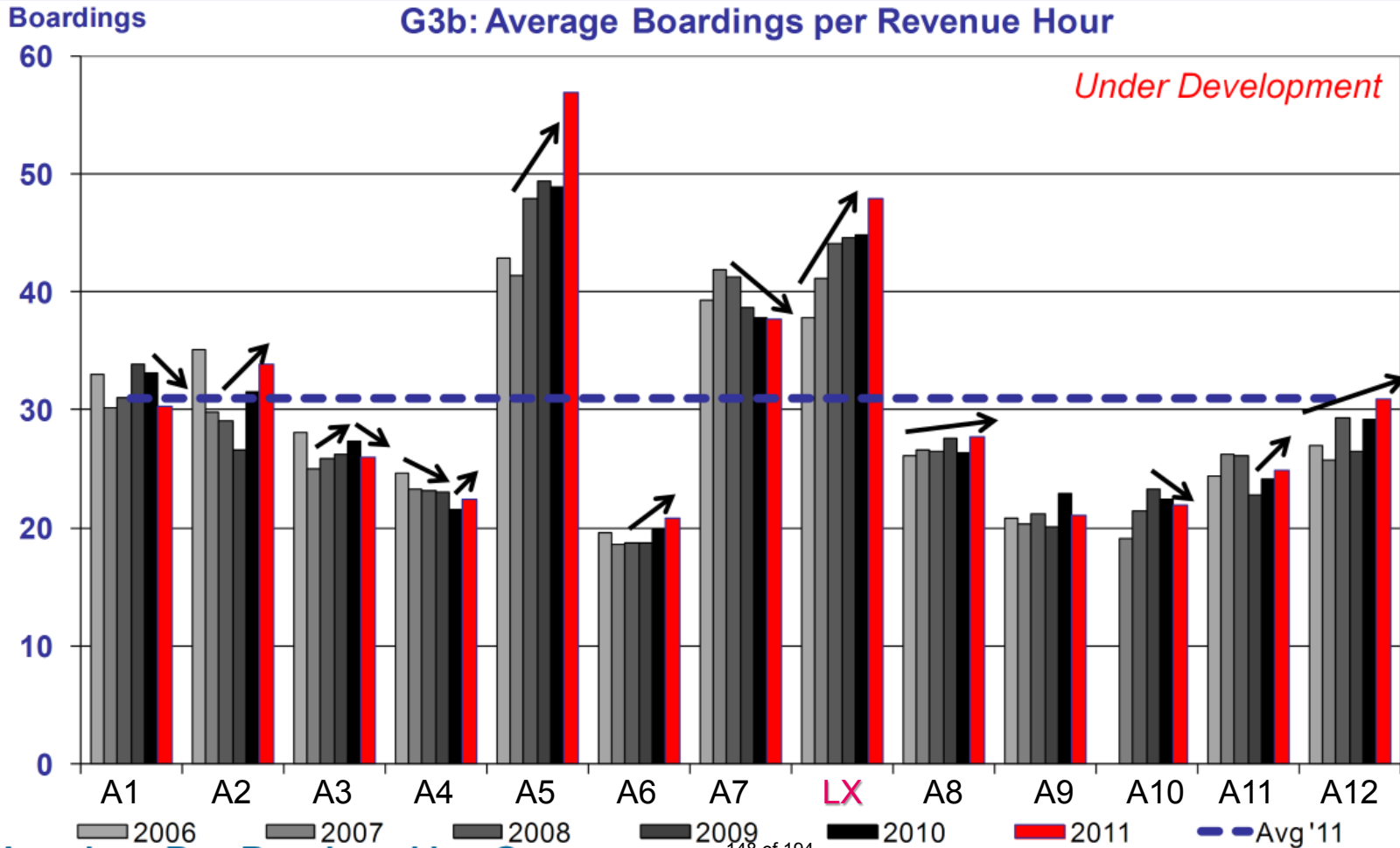
Safety

- S1 Number of Vehicle Collisions per Vehicle Mile & Hour
- S2 Number of Staff Injuries per Staff Work Hours
- S3 Staff Lost Time from Accidents per Staff Work Hours
- S4 Number of Passenger Injuries per Boarding & Pax Mile
- S5 Number of 3rd Party Injuries per Vehicle Mile & Hour

ABBG - Example



Growth & Learning G3b: Passenger Boardings per Revenue Hour



LYNX KPI Tracking Process



- LYNX staff will track and review KPI data
- Provide data to ABBG for analysis
- Highlight trends or other key information with ridership data in each regular board report
- Present full results to LYNX Board of Directors annually

Work Session Item #9.B

To: LYNX Board of Directors

From: **John Lewis**
CHIEF EXECUTIVE OFFICER
Blanche Sherman
(Technical Contact)
Stuart Boggs
(Technical Contact)

Phone: 407.841.2279 ext: 6017

Item Name: Florida Department of Transportation (FDOT) Presentation on the SunRail Connectivity Plan

Date: 12/4/2013

A presentation to LYNX' Board of Directors will be provided by Tawny Olore, P.E., Florida Department of Transportation (FDOT), SunRail Program Management.

The presentation will not be available at the time of LYNX' Board of Directors' Agenda publication. It is scheduled to be published and available on November 26, 2013 prior to the Board of Directors' meeting on December 4, 2013.

Information Item A:

To: LYNX Board of Directors

From: Daniel Healey
 DIRECTOR OF ENGINEERING
 Laura Minns
 (Technical Contact)
 Patricia Bryant
 (Technical Contact)
 Selita Stubbs
 (Technical Contact)

Phone: 407.841.2279 ext: 6023

Item Name: LYNX Project East/West Bus Rapid Transit (BRT) Change Orders

Date: 12/4/2013

East/West BRT

The construction phase of the East/West BRT is nearly halfway through construction. Staff wishes to inform the board of the following changes to the PCL contract 13-C12 that will result in a net increase in the contingency of \$207,815. This cost savings is due to the drainage project being completed by the City of Orlando on W. Central Blvd. from Westmoreland Ave. to Parramore Ave. Additional changes were made that resulted in a zero cost change as a result of other cost savings within the project. The Contract is Changed as Follows:

- CRX 002 Upgrade to Clever Devices for RTPI \$88,239
- Deduct Costs for CRX 002 from unused Safety/MOT Funds (\$88,239)
- CRX 003 Add Crosswalks and Brick Removal & Relay on Church Street \$19,061
- Deduct Costs for CRX 003 from unused Safety/MOT Funds (\$19,061)
- CRX 004-1 Deduct Asphalt Milling & Resurfacing on W. Central Move Dollars to Contingency - \$207,815
- CRX 005 Tree trimming and Root Pruning for Safety \$17,845
- Deduct Costs for CRX 005 from unused Safety/MOT Funds (\$17,845)
- Extend Substantial Completion Date for project to April 30, 2014

Description	Amount
Beginning Contingency	\$489,886
Deductive Change Order CO1	\$207,815
Current Project Contingency	\$697,701

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 - Preliminary September 30, 2013

Date: 12/4/2013

Please find attached the monthly financial report for the twelve months ending September 30, 2013. LYNX' Balance Sheets, Statement of Revenues, Expenses, and Changes in Net Assets (Operating Statement) for the twelve months ending September 30, 2013 reflect total revenue earned in the amount of \$117,814,310 and total expenses incurred in the amount of \$115,013,254 resulting in a net operating profit of \$2,801,056.

- Fixed route, Vanpool, and NeighborLink services resulted in an operating profit of \$2,180,083 for the twelve months of the fiscal year.
- Paratransit services resulted in an operating profit of \$620,973 for the twelve months of the fiscal year.

Fixed Route Operations:

The year-to-date Operating Revenues are higher than the budget at 109%. Customer fares are at 112% of the budgeted amount year-to-date, and are 124% of the budgeted amount for the month of September. Passenger fare revenue for the twelve months ending September 2013 is up by 3% year-over-year as compared to the twelve months ending September 2012.

LYNX continues to experience higher than anticipated advertising revenue for the month of September 2013. Actual revenues through September 2013 for advertising on buses, shelters, and in-kind (trade) transactions are \$1,626,848, \$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 September 2013 LYNX locked in ninety-two percent (92%) of the total monthly purchases, resulting in cap (LYNX locked) prices lower than the future (float) prices. As of September 2013 LYNX is slightly under budget for fuel due to fuel hedging gains in the amount of \$334,918. In the month of September, LYNX paid an average price of \$3.13 (net) per gallon for diesel fuel and \$3.12 (net) per gallon for bio-diesel, less fuel hedging gains which is lower than the budgeted price of

\$3.17 (net). The national diesel fuel price for the month of September 2013 was \$3.63 (net), which is an indication of potential increases in the price of fuel for LYNX throughout the year.

Materials and supplies expenses are significantly higher than anticipated for the fiscal year to date primarily due to an increase in revenue vehicle repairs and maintenance costs. For the twelve months ending September 2013 revenue vehicle repairs and maintenance costs exceed budget by \$1,013,757. 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 proactively seeks ways to maximize operational efficiencies and improve services. As a result, fixed route operating expenses for salaries, wages, and fringe benefits are under budget due to various vacancies, and less vacation, sick, and holiday pay than anticipated as of September 2013. In addition, expenses related to security, contract maintenance services, leases, and other miscellaneous expenses are less than budgeted.

Paratransit Operations:

The operating profit from Paratransit operations is related to higher than anticipated customer fares and contract revenue as of September 2013. Unleaded fuel consumption for the twelve months ending September 2013 is \$99,818 over the budgeted amount due to the increase in revenue hours. We have recognized fuel hedging gains year-to-date in the amount of \$283,846 to offset the increased cost of fuel. LYNX locked in fifty-five percent (55%) 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 \$2.77 (net) per gallon. The national unleaded fuel price for the month of September 2013 was \$3.28 (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.)	696,302	\$28.07	\$19,547,819
Budget (rounding)	687,900	\$28.60	\$19,671,921
Excess Trips/Costs	8,402	(\$.52)	(\$124,102)

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY
PRELIMINARY
BALANCE SHEETS
SEPTEMBER 30, 2013 AND 2012
(UNAUDITED)

	<u>2013</u>	<u>2012</u>
ASSETS		
CURRENT ASSETS:		
Cash and cash equivalents	\$ 20,787,771	\$ 29,110,185
Receivables:		
Local, trade and operating assistance	2,993,531	2,577,039
Federal grants	21,129,017	12,107,199
State grants	5,916,504	5,469,207
Inventory	1,759,157	1,517,133
Prepaid expenses and other assets	256,348	306,634
Restricted cash and cash equivalents	3,101,934	3,310,217
Deferred outflow of resources	744,896	744,896
	<u>56,689,158</u>	<u>55,142,510</u>
Total current assets		
NONCURRENT ASSETS:		
Restricted cash and cash equivalents	<u>4,195,063</u>	<u>4,195,063</u>
Property and equipment:		
Land	8,571,465	8,571,465
Buildings and shelters	92,721,591	92,382,724
Revenue vehicles	122,115,515	108,357,743
Furniture, Fixtures & Equipment	28,886,493	24,042,784
Leasehold improvements	-	-
Total property and equipment	<u>252,295,064</u>	<u>233,354,716</u>
Less: accumulated depreciation	(128,978,888)	(111,124,948)
Construction in progress	<u>13,603,125</u>	<u>9,420,251</u>
	<u>136,919,301</u>	<u>131,650,019</u>
Net property and equipment		
Other assets	<u>60,253</u>	<u>60,253</u>
	<u>141,174,617</u>	<u>135,905,335</u>
Total noncurrent assets		
TOTAL ASSETS	<u>\$ 197,863,775</u>	<u>\$ 191,047,845</u>

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY
PRELIMINARY
BALANCE SHEETS
SEPTEMBER 30, 2013 AND 2012
(UNAUDITED)

	2013	2012
LIABILITIES AND NET ASSETS		
CURRENT LIABILITIES:		
Accounts payable	\$ 9,219,384	\$ 9,489,829
Accrued salaries and related taxes	2,626,152	1,918,947
Accrued compensated absences	3,656,202	4,353,210
Accrued self-insurance liability, current	2,128,388	2,128,388
Leases payable, current	1,222,768	1,175,754
SIB loans payable, current	5,021,344	751,296
Deferred operating revenue	621,945	419,126
Deferred capital	3,010,658	2,335,039
Deferred inflow of resources	744,896	744,896
	<u>28,251,737</u>	<u>23,316,485</u>
NONCURRENT LIABILITIES:		
Leases payable, long-term	-	1,222,768
Loans payable	2,392,156	7,413,500
Accrued self-insurance liability, long-term	2,604,634	2,604,634
	<u>4,996,790</u>	<u>11,240,902</u>
Total current liabilities	<u>33,248,527</u>	<u>34,557,387</u>
NET ASSETS:		
Invested in capital assets, net of related debt	131,197,226	124,856,579
Restricted	91,276	536,749
Unrestricted	33,326,746	31,097,130
	<u>164,615,248</u>	<u>156,490,458</u>
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 197,863,775</u>	<u>\$ 191,047,845</u>

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY
PRELIMINARY
STATEMENT OF REVENUES AND EXPENSES
FOR THE MONTH OF SEPTEMBER 2013 AND THE TWELVE MONTHS ENDED SEPTEMBER 30, 2013
(UNAUDITED)

	Year to Date			Month of September		
	Budget	Actual	%	Budget	Actual	%
OPERATING REVENUES						
Customer Fares	\$ 26,502,614	\$ 29,514,365	111%	\$ 2,208,568	\$ 2,710,256	123%
Contract Services:						
Local Financial Assistance	8,310,254	7,477,273	90%	693,572	626,637	90%
Other Contractual Services	8,824,990	10,138,527	115%	758,412	830,431	109%
Advertising	1,525,000	1,627,870	107%	127,087	147,962	116%
Other Operating Income	616,500	547,766	89%	234,712	30,378	13%
Total Operating Revenues	<u>45,779,358</u>	<u>49,305,801</u>	<u>108%</u>	<u>4,022,351</u>	<u>4,345,664</u>	<u>108%</u>
NONOPERATING REVENUES						
Operating assistance grants:						
Federal	750,000	750,000	100%	62,500	62,500	100%
State of Florida	9,430,593	9,349,670	99%	785,880	779,139	99%
Local	39,321,108	39,244,697	100%	3,276,763	3,267,169	100%
Planning and other assistance grants:						
Federal - Commuter Rail Project	-	-	0%	-	-	0%
Federal - Other	20,651,103	17,930,234	87%	1,833,301	1,612,523	88%
State of Florida - Commuter Rail Project	-	-	0%	-	-	0%
State of Florida - BRT Circulator Project	-	-	0%	-	-	0%
State of Florida - Other	1,196,000	1,177,259	98%	99,663	102,750	103%
Local Matching - BRT Circulator Project	-	-	0%	-	-	0%
Local Matching - Other	-	-	0%	-	-	0%
Interest Income	150,000	50,150	33%	12,500	2,984	24%
Gain / (Loss) on Sale of Assets	-	6,499	N/A	-	-	0%
Total Nonoperating Revenues	<u>71,498,804</u>	<u>68,508,509</u>	<u>96%</u>	<u>6,070,607</u>	<u>5,827,065</u>	<u>96%</u>
Total Revenues	<u>117,278,162</u>	<u>117,814,310</u>	<u>100%</u>	<u>10,092,958</u>	<u>10,172,729</u>	<u>101%</u>
OPERATING EXPENSES						
Salaries and Wages	41,181,766	39,182,409	95%	3,483,801	3,002,737	86%
Fringe Benefits	22,747,494	20,788,712	91%	1,872,148	1,612,679	86%
Purchased Transportation Services	21,192,650	21,187,456	100%	2,777,591	1,794,772	65%
Fuel	16,193,077	16,273,457	100%	1,350,476	1,231,369	91%
Other Materials and Supplies	5,793,716	6,521,131	113%	482,805	544,611	113%
Professional Services	4,654,649	2,484,478	53%	644,819	106,460	17%
Other Services	4,421,936	4,040,543	91%	437,245	340,361	78%
Lease and Miscellaneous Expenses	806,047	698,307	87%	67,171	50,114	75%
Casualty and Liability Insurance	1,892,972	1,830,721	97%	250,786	158,267	63%
Utilities	1,350,102	1,361,356	101%	112,508	127,892	114%
Taxes and Licenses	430,180	467,065	109%	35,848	16,177	45%
Interest Expense	134,651	177,619	132%	11,220	13,243	118%
Total Operating Expenses	<u>120,799,240</u>	<u>115,013,254</u>	<u>95%</u>	<u>11,526,418</u>	<u>8,998,682</u>	<u>78%</u>
OPERATING GAIN / (LOSS)	<u>\$ (3,521,078)</u>	<u>\$ 2,801,056</u>	<u>-80%</u>	<u>\$ (1,433,460)</u>	<u>\$ 1,174,047</u>	<u>-82%</u>

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY
FIXED-ROUTE, VANPOOL AND PICK-UP LINE SEGMENT
PRELIMINARY
STATEMENT OF REVENUES AND EXPENSES
FOR THE MONTH OF SEPTEMBER 2013 AND THE TWELVE MONTHS ENDED SEPTEMBER 30, 2013
(UNAUDITED)

	Year to Date			Month of September		
	Budget	Actual	%	Budget	Actual	%
OPERATING REVENUES						
Customer Fares	\$ 24,874,482	\$ 27,765,878	112%	\$ 2,072,888	\$ 2,561,390	124%
Contract Services:						
Local Financial Assistance	8,310,254	7,477,273	90%	693,572	626,637	90%
Other Contractual Services	376,422	1,623,721	431%	31,370	126,666	404%
Advertising	1,525,000	1,627,870	107%	127,087	147,962	116%
Other Operating Income	416,500	347,766	83%	34,712	30,378	88%
Total Operating Revenues	<u>35,502,658</u>	<u>38,842,508</u>	<u>109%</u>	<u>2,959,629</u>	<u>3,493,033</u>	<u>118%</u>
NONOPERATING REVENUES						
Operating assistance grants:						
Federal	750,000	750,000	100%	62,500	62,500	100%
State of Florida	9,430,593	9,349,670	99%	785,880	779,139	99%
Local	28,430,972	28,443,869	100%	2,369,246	2,369,248	100%
Planning and other assistance grants:						
Federal - Commuter Rail Project	-	-	0%	-	-	0%
Federal - Other	16,782,791	15,080,016	90%	1,332,384	1,456,529	109%
State of Florida - Commuter Rail Project	-	-	0%	-	-	0%
State of Florida - BRT Circulator Project	-	-	0%	-	-	0%
State of Florida - Other	1,196,000	1,177,259	98%	99,663	102,750	103%
Local Matching - BRT Circulator Project	-	-	0%	-	-	0%
Local Matching - Other	-	-	0%	-	-	0%
Interest Income	150,000	50,150	33%	12,500	2,984	24%
Gain / (Loss) on the Sale of Assets	-	6,499	N/A	-	-	N/A
Total Nonoperating Revenues	<u>56,740,356</u>	<u>54,857,463</u>	<u>97%</u>	<u>4,662,173</u>	<u>4,773,150</u>	<u>102%</u>
Total Revenues	<u>92,243,014</u>	<u>93,699,971</u>	<u>102%</u>	<u>7,621,802</u>	<u>8,266,183</u>	<u>108%</u>
OPERATING EXPENSES						
Salaries and Wages	40,824,434	38,795,160	95%	3,453,927	2,973,189	86%
Fringe Benefits	22,518,215	20,583,453	91%	1,852,718	1,596,654	86%
Purchased Transportation Services	1,299,798	1,519,103	117%	108,321	111,220	103%
Fuel	13,432,394	13,412,955	100%	1,120,419	977,375	87%
Other Materials and Supplies	5,767,076	6,511,513	113%	480,585	543,627	113%
Professional Services	4,443,945	2,349,108	53%	627,259	88,167	14%
Other Services	4,224,467	3,903,906	92%	420,791	396,728	94%
Lease and Miscellaneous Expenses	797,123	691,122	87%	66,429	50,101	75%
Casualty and Liability Insurance	1,892,976	1,830,721	97%	250,786	158,267	63%
Utilities	1,290,323	1,301,781	101%	107,528	117,323	109%
Taxes and Licenses	385,985	443,447	115%	32,165	9,379	29%
Interest Expense	134,651	177,619	132%	11,220	13,243	118%
Total Operating Expenses	<u>97,011,387</u>	<u>91,519,888</u>	<u>94%</u>	<u>8,532,148</u>	<u>7,035,273</u>	<u>82%</u>
OPERATING GAIN / (LOSS)	<u>\$ (4,768,373)</u>	<u>\$ 2,180,083</u>	<u>-46%</u>	<u>\$ (910,346)</u>	<u>\$ 1,230,910</u>	<u>-135%</u>

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY
PARATRANSIT SEGMENT
PRELIMINARY
STATEMENT OF REVENUES AND EXPENSES
FOR THE MONTH OF SEPTEMBER 2013 AND THE TWELVE MONTHS ENDED SEPTEMBER 30, 2013
(UNAUDITED)

	Year to Date			Month of September		
	Budget	Actual	%	Budget	Actual	%
OPERATING REVENUES						
Customer Fares	\$ 1,628,132	\$ 1,748,487	107%	\$ 135,680	\$ 148,866	110%
Contract Services:						
Local Financial Assistance	-	-	0%	-	-	0%
Other Contractual Services	8,448,569	8,514,806	101%	727,042	703,765	97%
Advertising	-	-	0%	-	-	0%
Other Operating Income	200,000	200,000	100%	200,000	-	0%
Total Operating Revenues	10,276,701	10,463,293	102%	1,062,722	852,631	80%
NONOPERATING REVENUES						
Operating assistance grants:						
Federal	-	-	0%	-	-	0%
State of Florida	-	-	0%	-	-	0%
Local	10,890,136	10,800,828	99%	907,517	897,921	99%
Planning and other assistance grants:						
Federal - Commuter Rail Project	-	-	0%	-	-	0%
Federal - Other	3,868,312	2,850,218	74%	500,917	155,994	31%
State of Florida - Commuter Rail Project	-	-	0%	-	-	0%
State of Florida - BRT Circulator Project	-	-	0%	-	-	0%
State of Florida - Other	-	-	0%	-	-	0%
Local Matching - BRT Circulator Project	-	-	0%	-	-	0%
Local Matching - Other	-	-	0%	-	-	0%
Interest Income	-	-	0%	-	-	0%
Gain / (Loss) on the Sale of Assets	-	-	0%	-	-	0%
Total Nonoperating Revenues	14,758,448	13,651,046	92%	1,408,434	1,053,915	75%
Total Revenues	25,035,149	24,114,339	96%	2,471,156	1,906,546	77%
OPERATING EXPENSES						
Salaries and Wages	357,332	387,249	108%	29,874	29,548	99%
Fringe Benefits	229,279	205,259	90%	19,430	16,025	82%
Purchased Transportation Services	19,892,852	19,668,353	99%	2,669,270	1,683,552	63%
Fuel	2,760,684	2,860,502	104%	230,057	253,994	110%
Other Materials and Supplies	26,640	9,618	36%	2,220	984	44%
Professional Services	210,700	135,370	64%	17,560	18,293	104%
Other Services	197,469	136,637	69%	16,454	(56,367)	-343%
Lease and Miscellaneous Expenses	8,924	7,185	81%	742	13	2%
Casualty and Liability Insurance	-	-	0%	-	-	0%
Utilities	59,779	59,575	40%	4,980	10,569	212%
Taxes and Licenses	44,195	23,618	0%	3,683	6,798	185%
Interest Expense	-	-	0%	-	-	0%
Total Operating Expenses	23,787,854	23,493,366	99%	2,994,270	1,963,409	66%
OPERATING GAIN / (LOSS)	\$ 1,247,295	\$ 620,973	50%	\$ (523,114)	\$ (56,863)	11%

Monthly Report B: 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 - August 31, 2013

Date: 12/4/2013

Please find attached the monthly financial report for the eleven months ending August 31, 2013. LYNX' Balance Sheets, Statement of Revenues, Expenses, and Changes in Net Assets (Operating Statement) for the eleven months ending August 31, 2013 reflect total revenue earned in the amount of \$107,641,581 and total expenses incurred in the amount of \$106,014,574 resulting in a net operating profit of \$1,627,007.

- Fixed route, Vanpool, and NeighborLink services resulted in an operating profit of \$949,166 for the eleven months of the fiscal year.
- Paratransit services resulted in an operating profit of \$677,841 for the eleven months of the fiscal year.

Fixed Route Operations:

The year-to-date Operating Revenues are higher than the budget at 109%. Customer fares are at 111% of the budgeted amount year-to-date, and are 118% of the budgeted amount for the month of August. Ridership is up by 1.4% year-over-year as of August 31, 2013, while passenger fare revenue for the eleven months ending August 2013 is up by 2% year-over-year as compared to the eleven months ending August 2012.

LYNX continues to experience higher than anticipated advertising revenue for the month of August 2013. Actual revenues through August 2013 for advertising on buses, shelters, and in-kind (trade) transactions are \$1,478,675 \$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 August 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 slightly over budget for fuel. However, fuel hedging gains have helped offset this overage, with gains in the

amount of \$304,015. In the month of August, LYNX paid an average price of \$3.16 (net) per gallon for diesel fuel and \$3.10 (net) per gallon for bio-diesel, less fuel hedging gains which is lower than the budgeted price of \$3.17 (net). The national diesel fuel price for the month of August 2013 was \$3.57 (net), which is an indication of potential increases in the price of fuel for LYNX throughout the year.

Materials and supplies expenses for vehicle repairs and maintenance are significantly higher than anticipated for the fiscal year to date. For the eleven months ending August 31, 2013 costs exceed budget by \$957,002. 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 August 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 slightly over budget as several outstanding claims were processed during August 2013.

Paratransit Operations:

The operating profit from Paratransit operations is related to higher than anticipated customer fares and contract revenue as of August 2013. Unleaded fuel consumption for August 2013 is \$75,881 over the budgeted amount due to the increase in revenue hours. We have recognized fuel hedging gains year-to-date in the amount of \$269,923 to offset the increased cost of fuel. LYNX locked in fifty-two percent (52%) 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 \$2.99 (net) per gallon. The national unleaded fuel price for the month of August 2013 was \$3.32 (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.)	637,678	\$28.01	\$17,864,267
Budget (rounding)	630,575	\$27.03	\$17,045,675
Excess Trips/Costs	7,103	\$.98	\$ 818,592

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY
BALANCE SHEETS
AUGUST 31, 2013 AND 2012
(UNAUDITED)

ASSETS	<u>2013</u>	<u>2012</u>
CURRENT ASSETS:		
Cash and cash equivalents	\$ 20,828,474	\$ 18,012,178
Receivables:		
Local, trade and operating assistance	6,404,743	5,333,434
Federal grants	22,178,332	18,240,550
State grants	4,962,881	5,462,417
Inventory	1,568,139	1,676,413
Prepaid expenses and other assets	358,320	415,884
Restricted cash and cash equivalents	3,484,859	4,324,658
Deferred outflow of resources	744,896	612,600
	<u>60,530,644</u>	<u>54,078,134</u>
NONCURRENT ASSETS:		
Restricted cash and cash equivalents	<u>4,195,063</u>	<u>4,195,063</u>
Property and equipment:		
Land	8,571,465	8,571,465
Buildings and shelters	92,721,591	88,827,002
Revenue vehicles	121,886,341	106,910,786
Furniture, Fixtures & Equipment	28,599,057	21,816,517
Leasehold improvements	-	-
Total property and equipment	<u>251,778,454</u>	<u>226,125,770</u>
Less: accumulated depreciation	(126,884,575)	(108,758,155)
Construction in progress	<u>13,382,328</u>	<u>13,798,676</u>
	<u>138,276,207</u>	<u>131,166,291</u>
Other assets	<u>60,253</u>	<u>-</u>
	<u>142,531,523</u>	<u>135,361,354</u>
TOTAL ASSETS	<u>\$ 203,062,167</u>	<u>\$ 189,439,488</u>

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY
BALANCE SHEETS
AUGUST 31, 2013 AND 2012
(UNAUDITED)

LIABILITIES AND NET ASSETS	<u>2013</u>	<u>2012</u>
CURRENT LIABILITIES:		
Accounts payable	\$ 10,716,601	\$ 5,204,175
Accrued salaries and related taxes	2,532,187	2,120,579
Accrued compensated absences	3,656,202	3,575,926
Accrued self-insurance liability, current	2,128,388	1,835,748
Leases payable, current	1,222,768	1,175,754
SIB loans payable, current	5,021,344	751,297
Deferred operating revenue	4,188,777	4,301,434
Deferred capital	2,926,900	3,787,908
Deferred inflow of resources	744,896	612,600
Total current liabilities	<u>33,138,063</u>	<u>23,365,421</u>
NONCURRENT LIABILITIES:		
Leases payable, long-term	-	1,222,768
Loans payable	2,392,156	7,413,500
Accrued self-insurance liability, long-term	2,604,634	3,571,896
Total noncurrent liabilities	<u>4,996,790</u>	<u>12,208,164</u>
Total liabilities	<u>38,134,853</u>	<u>35,573,585</u>
NET ASSETS:		
Invested in capital assets, net of related debt	132,683,342	123,241,298
Restricted	91,276	536,750
Unrestricted	32,152,696	30,087,855
Total net assets	<u>164,927,314</u>	<u>153,865,903</u>
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 203,062,167</u>	<u>\$ 189,439,488</u>

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY
STATEMENT OF REVENUES AND EXPENSES
FOR THE MONTH OF AUGUST 2013 AND THE ELEVEN MONTHS ENDED AUGUST 31, 2013
(UNAUDITED)

	Year to Date			Month of August		
	Budget	Actual	%	Budget	Actual	%
OPERATING REVENUES						
Customer Fares	\$ 24,294,046	\$ 26,804,110	110%	\$ 2,208,548	\$ 2,607,333	118%
Contract Services:						
Local Financial Assistance	7,616,682	6,850,635	90%	693,576	667,575	96%
Other Contractual Services	8,066,579	9,308,096	115%	733,326	967,343	132%
Advertising	1,397,913	1,479,908	106%	127,083	186,951	147%
Other Operating Income	381,788	517,388	136%	34,708	32,065	92%
Total Operating Revenues	<u>41,757,008</u>	<u>44,960,137</u>	108%	<u>3,797,241</u>	<u>4,461,267</u>	117%
NONOPERATING REVENUES						
Operating assistance grants:						
Federal	687,500	687,500	100%	62,500	62,500	100%
State of Florida	8,644,713	8,570,531	99%	785,883	779,139	99%
Local	36,044,345	35,977,527	100%	3,276,758	3,272,533	100%
Planning and other assistance grants:						
Federal - Commuter Rail Project	-	-	0%	-	-	0%
Federal - Other	18,817,802	16,317,711	87%	2,122,485	1,750,246	82%
State of Florida - Commuter Rail Project	-	-	0%	-	-	0%
State of Florida - BRT Circulator Project	-	-	0%	-	-	0%
State of Florida - Other	1,096,337	1,074,509	98%	99,667	62,759	63%
Local Matching - BRT Circulator Project	-	-	0%	-	-	0%
Local Matching - Other	-	-	0%	-	-	0%
Interest Income	137,500	47,167	34%	12,500	3,548	28%
Gain / (Loss) on Sale of Assets	-	6,499	N/A	-	-	0%
Total Nonoperating Revenues	<u>65,428,197</u>	<u>62,681,444</u>	96%	<u>6,359,793</u>	<u>5,930,725</u>	93%
Total Revenues	<u>107,185,205</u>	<u>107,641,581</u>	100%	<u>10,157,034</u>	<u>10,391,992</u>	102%
OPERATING EXPENSES						
Salaries and Wages	37,697,965	36,179,672	96%	3,483,796	3,323,269	95%
Fringe Benefits	20,875,346	19,176,035	92%	1,841,051	1,563,069	85%
Purchased Transportation Services	18,415,059	19,392,684	105%	1,861,448	1,800,102	97%
Fuel	14,842,602	15,042,088	101%	1,350,478	1,547,538	115%
Other Materials and Supplies	5,310,911	5,976,521	113%	482,810	609,889	126%
Professional Services	4,009,826	2,378,018	59%	544,816	205,963	38%
Other Services	3,984,691	3,700,179	93%	362,244	312,229	86%
Lease and Miscellaneous Expenses	738,876	648,194	88%	67,170	56,735	84%
Casualty and Liability Insurance	1,642,190	1,672,455	102%	149,290	331,131	222%
Utilities	1,237,594	1,233,464	100%	112,508	125,413	111%
Taxes and Licenses	394,332	450,888	114%	35,849	53,108	148%
Interest Expense	123,431	164,376	133%	11,221	13,314	119%
Total Operating Expenses	<u>109,272,823</u>	<u>106,014,574</u>	97%	<u>10,302,681</u>	<u>9,941,760</u>	96%
OPERATING GAIN / (LOSS)	<u>\$ (2,087,618)</u>	<u>\$ 1,627,007</u>	<u>-78%</u>	<u>\$ (145,647)</u>	<u>\$ 450,232</u>	<u>-309%</u>

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY
FIXED-ROUTE, VANPOOL AND PICK-UP LINE SEGMENT
STATEMENT OF REVENUES AND EXPENSES
FOR THE MONTH OF AUGUST 2013 AND THE ELEVEN MONTHS ENDED AUGUST 31, 2013
(UNAUDITED)

	Year to Date			Month of August		
	Budget	Actual	%	Budget	Actual	%
OPERATING REVENUES						
Customer Fares	\$ 22,801,594	\$ 25,204,488	111%	\$ 2,072,871	\$ 2,453,717	118%
Contract Services:						
Local Financial Assistance	7,616,682	6,850,635	90%	693,576	667,575	96%
Other Contractual Services	345,052	1,497,055	434%	31,369	238,317	760%
Advertising	1,397,913	1,479,908	106%	127,083	186,951	147%
Other Operating Income	381,788	317,388	83%	34,708	32,065	92%
Total Operating Revenues	32,543,029	35,349,474	109%	2,959,607	3,578,625	121%
NONOPERATING REVENUES						
Operating assistance grants:						
Federal	687,500	687,500	100%	62,500	62,500	100%
State of Florida	8,644,713	8,570,531	99%	785,883	779,139	99%
Local	26,061,726	26,074,621	100%	2,369,248	2,374,612	100%
Planning and other assistance grants:						
Federal - Commuter Rail Project	-	-	0%	-	-	0%
Federal - Other	15,450,407	13,623,488	88%	1,629,006	1,580,310	97%
State of Florida - Commuter Rail Project	-	-	0%	-	-	0%
State of Florida - BRT Circulator Project	-	-	0%	-	-	0%
State of Florida - Other	1,096,337	1,074,509	98%	99,667	62,759	63%
Local Matching - BRT Circulator Project	-	-	0%	-	-	0%
Local Matching - Other	-	-	0%	-	-	0%
Interest Income	137,500	47,167	34%	12,500	3,548	28%
Gain / (Loss) on the Sale of Assets	-	6,499	N/A	-	-	N/A
Total Nonoperating Revenues	52,078,183	50,084,315	96%	4,958,804	4,862,868	98%
Total Revenues	84,621,212	85,433,789	101%	7,918,411	8,441,493	107%
OPERATING EXPENSES						
Salaries and Wages	37,370,507	35,821,971	96%	3,453,921	3,290,862	95%
Fringe Benefits	20,665,497	18,986,803	92%	1,821,614	1,547,700	85%
Purchased Transportation Services	1,191,477	1,407,883	118%	108,316	17,954	17%
Fuel	12,311,975	12,435,580	101%	1,120,421	1,243,033	111%
Other Materials and Supplies	5,286,491	5,967,886	113%	480,590	609,591	127%
Professional Services	3,816,686	2,260,941	59%	527,258	192,827	37%
Other Services	3,803,676	3,507,179	92%	345,788	315,469	91%
Lease and Miscellaneous Expenses	730,694	641,023	88%	66,426	56,140	85%
Casualty and Liability Insurance	1,642,190	1,672,455	102%	149,290	331,131	222%
Utilities	1,182,795	1,184,459	100%	107,526	119,319	111%
Taxes and Licenses	353,820	434,067	123%	32,166	48,266	150%
Interest Expense	123,431	164,376	133%	11,221	13,314	119%
Total Operating Expenses	88,479,239	84,484,623	95%	8,224,537	7,785,606	95%
OPERATING GAIN / (LOSS)	\$ (3,858,027)	\$ 949,166	-25%	\$ (306,126)	\$ 655,887	-214%

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY
PARATRANSIT SEGMENT
STATEMENT OF REVENUES AND EXPENSES
FOR THE MONTH OF AUGUST 2013 AND THE ELEVEN MONTHS ENDED AUGUST 31, 2013
(UNAUDITED)

	Year to Date			Month of August		
	Budget	Actual	%	Budget	Actual	%
OPERATING REVENUES						
Customer Fares	\$ 1,492,452	\$ 1,599,622	107%	\$ 135,677	\$ 153,616	113%
Contract Services:						
Local Financial Assistance	-	-	0%	-	-	0%
Other Contractual Services	7,721,527	7,811,041	101%	701,957	729,026	104%
Advertising	-	-	0%	-	-	0%
Other Operating Income	-	200,000	N/A	-	-	N/A
Total Operating Revenues	<u>9,213,979</u>	<u>9,610,663</u>	<u>104%</u>	<u>837,634</u>	<u>882,642</u>	<u>105%</u>
NONOPERATING REVENUES						
Operating assistance grants:						
Federal	-	-	0%	-	-	0%
State of Florida	-	-	0%	-	-	0%
Local	9,982,619	9,902,906	99%	907,510	897,921	99%
Planning and other assistance grants:						
Federal - Commuter Rail Project	-	-	0%	-	-	0%
Federal - Other	3,367,395	2,694,223	80%	493,479	169,936	34%
State of Florida - Commuter Rail Project	-	-	0%	-	-	0%
State of Florida - BRT Circulator Project	-	-	0%	-	-	0%
State of Florida - Other	-	-	0%	-	-	0%
Local Matching - BRT Circulator Project	-	-	0%	-	-	0%
Local Matching - Other	-	-	0%	-	-	0%
Interest Income	-	-	0%	-	-	0%
Gain / (Loss) on the Sale of Assets	-	-	0%	-	-	0%
Total Nonoperating Revenues	<u>13,350,014</u>	<u>12,597,129</u>	<u>94%</u>	<u>1,400,989</u>	<u>1,067,857</u>	<u>76%</u>
Total Revenues	<u>22,563,993</u>	<u>22,207,792</u>	<u>98%</u>	<u>2,238,623</u>	<u>1,950,499</u>	<u>87%</u>
OPERATING EXPENSES						
Salaries and Wages	327,458	357,701	109%	29,875	32,407	108%
Fringe Benefits	209,849	189,232	90%	19,437	15,369	79%
Purchased Transportation Services	17,223,582	17,984,801	104%	1,753,132	1,782,148	102%
Fuel	2,530,627	2,606,508	103%	230,057	304,505	132%
Other Materials and Supplies	24,420	8,631	35%	2,220	294	13%
Professional Services	193,140	117,077	61%	17,558	13,140	75%
Other Services	181,015	193,004	107%	16,456	(3,240)	-20%
Lease and Miscellaneous Expenses	8,182	7,171	88%	744	595	80%
Casualty and Liability Insurance	-	-	0%	-	-	0%
Utilities	54,799	49,005	31%	4,982	6,094	122%
Taxes and Licenses	40,512	16,821	0%	3,683	4,842	131%
Interest Expense	-	-	0%	-	-	0%
Total Operating Expenses	<u>20,793,584</u>	<u>21,529,951</u>	<u>104%</u>	<u>2,078,144</u>	<u>2,156,154</u>	<u>104%</u>
OPERATING GAIN / (LOSS)	<u>\$ 1,770,409</u>	<u>\$ 677,841</u>	<u>38%</u>	<u>\$ 160,479</u>	<u>\$ (205,655)</u>	<u>-128%</u>

Monthly Report C: 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: 12/4/2013

Of the nineteen projects approved under this grant there are only three left to complete; they are

1. Design and acquisition - Fare Collection Equipment
2. Purchase signages for stops and stations
3. Capital Cost of Contracting

This quarter, LYNX staff continued to work with the Federal Transit Administration (FTA) to obtain approval of the calculation methodology for FTA to process TEAM budget revision #8 for the capital cost of contracting and completion of remaining projects.

As for the remaining project activities:

Signages for stops and stations:

The totems and kiosks have been purchased/stored for the East/West BRT station stops; installation is scheduled to begin next quarter.

CHK America created and submitted multiple iterations of signage design for the LYNX bus stops throughout the service area as part of phase one. A conference call was conducted with LYNX staff and the Contractor regarding the various designs and the next steps to be completed, such as:

- complete project outline with all components including cost for each level of on-street wayfaring information
- budget
- creative completion of the pocket schedule

LYNX expects the above noted deliverable in draft form early next quarter.

Fare Collection Equipment:

ACS Transport Solutions completed Milestone #1 and Milestone #2. We have completed the design qualification testing and have received partial contract deliverables requirements list. LYNX and Tribridge are working with ACS to refine details associated with pilot testing program. Currently this is divided into two phases, usage and sales. On-board validator installations are scheduled to begin late next quarter, and will continue into the second quarter of FY2014. Go-live scheduled for March 2014.

LYNX hosted public meetings on October 22, 23, 24, 2013 to seek input on upcoming projects including establishing a new fare structure and technology changes related to Sunrail integration effective as of April 2014.

The next 1512 quarterly report is due November 10, 2013.

Monthly Report D: Ridership Report

To: LYNX Board of Directors

From: **Stuart Boggs**
 DIRECTOR OF PLANNING & DEVELOP
OLANREWAJU ADELEKAN
 (Technical Contact)
Michael Knispel
 (Technical Contact)

Phone: 407.841.2279 ext: 6009

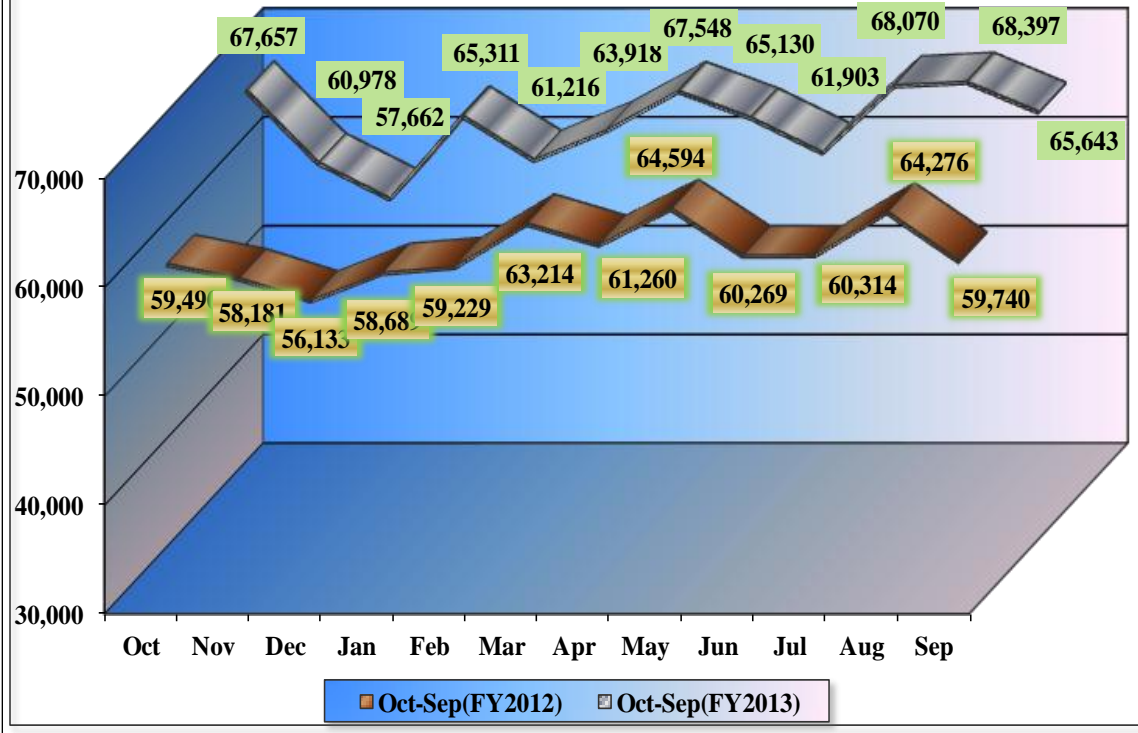
Item Name: Ridership Report

Date: 12/4/2013

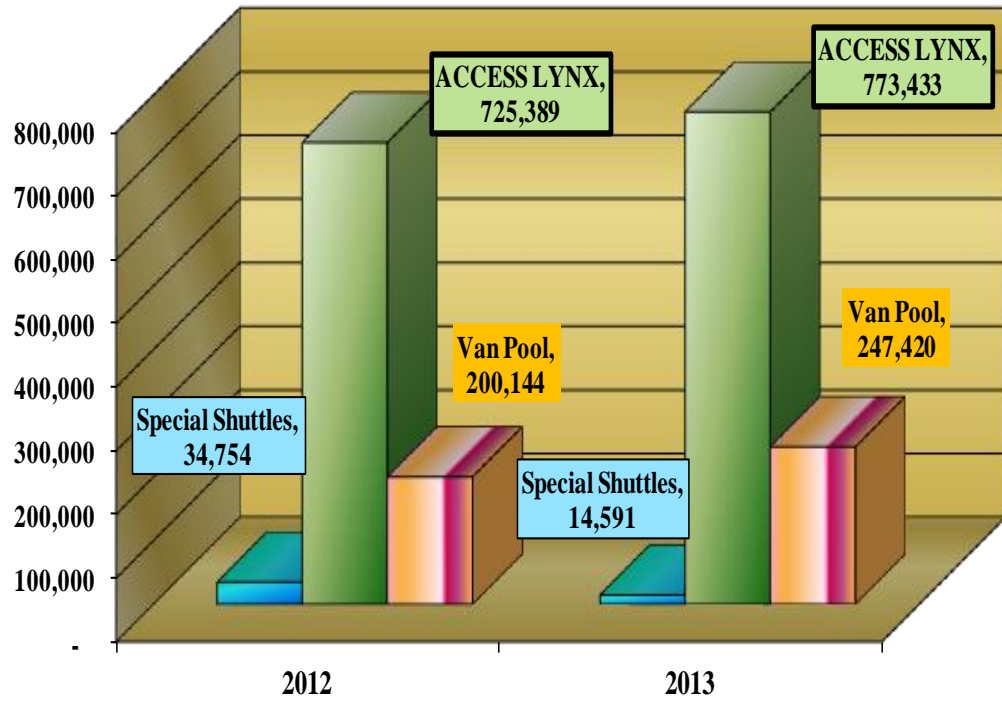
Year to date (October- September) **Final**

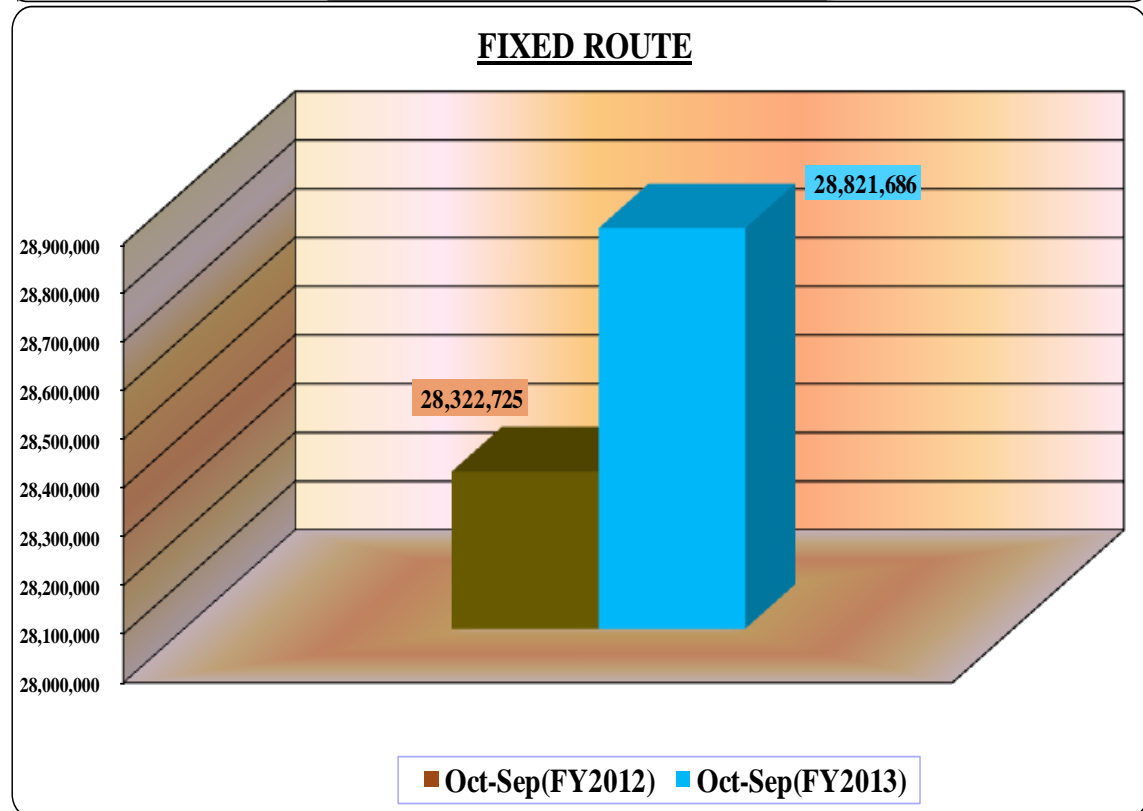
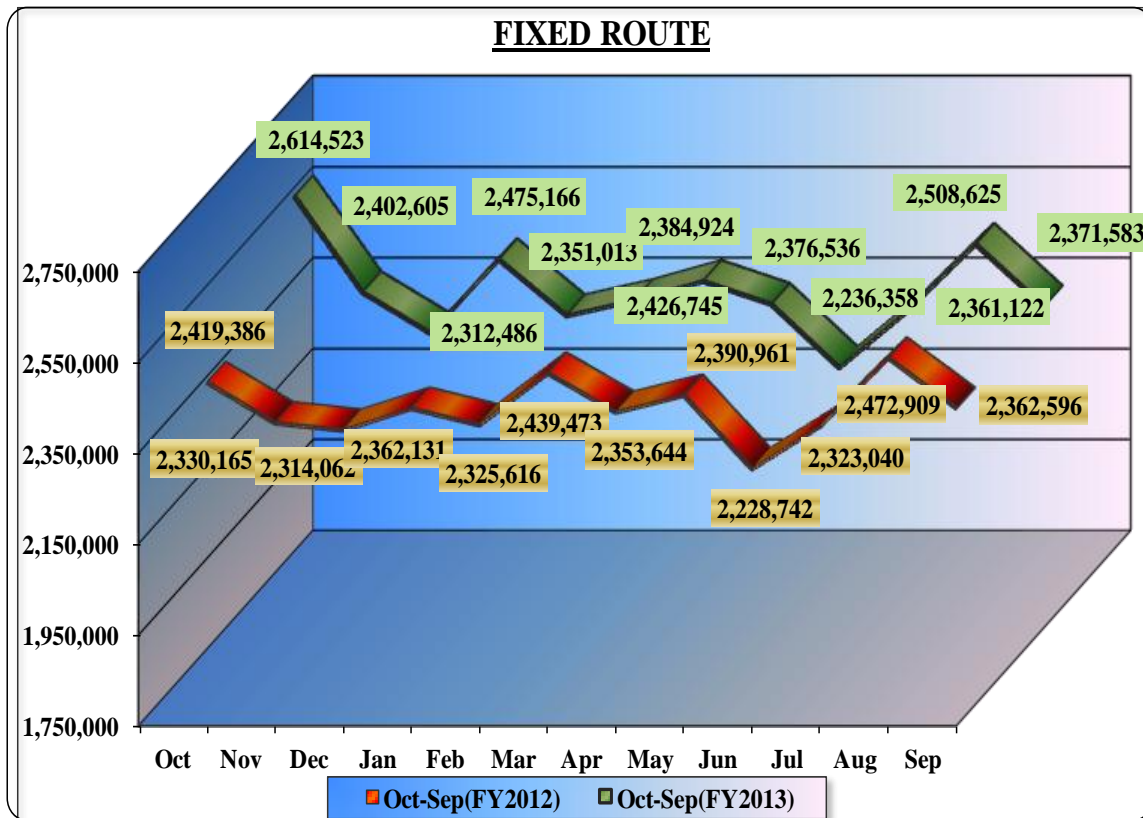
<i>Service Mode</i>	<i>Oct-Sep(FY2012)</i>	<i>Oct-Sep(FY2013)</i>	<i>% Change</i>
LYMMO	913,623	844,514	-7.56%
Fixed Route	27,269,306	27,832,043	2.06%
NeighborLink	139,796	145,129	3.81%
SUBTOTAL - FIXED ROUTE	28,322,725	28,821,686	1.76%
Special Shuttles	34,754	14,591	N/A
ACCESS LYNX	725,389	773,433	6.62%
Van Pool	200,144	247,420	23.62%
SUBTOTAL - OTHER SERVICES	960,287	1,035,444	7.83%
TOTAL ALL SERVICES	29,283,012	29,857,130	1.96%

ACCESS LYNX



ACCESS LYNX, NEIGHBORLINK & VANPOOL





Average Daily Ridership by Mode

<i>Service Mode</i>	<i>Day</i>	<i>September-12</i>	<i>September-13</i>	<i>% Change</i>
LYMMO	Weekday	3,246	2,731	-15.86%
	Saturday	1,337	960	-28.20%
	Sunday	1,076	684	-36.44%
All Other Links	Weekday	91,323	85,614	-6.25%
	Saturday	63,126	57,494	-8.92%
	Sunday	37,562	34,910	-7.06%
Total Fixed Route	Weekday	94,569	88,345	-6.58%
	Saturday	64,463	58,454	-9.32%
	Sunday	38,638	35,594	-7.88%
ACCESS LYNX	Weekday	3,048	2,746	-9.93%
	Saturday	1,382	1,114	-19.43%
	Sunday	423	533	25.85%
NeighborLink	Weekday	500	554	10.90%
	Saturday	326	346	5.99%
Van Pool	Weekday	698	1,046	49.86%
	Saturday	129	286	122.05%
	Sunday	157	294	87.18%
TOTAL <i>LYNX</i> <i>SERVICES</i>	Weekday	98,814	92,690	-6.20%
	Saturday	66,300	60,199	-9.20%
	Sunday	39,218	36,420	-7.13%

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:

- Link 4 – Osceola to Florida mall (Southbound)
- Link 107 – LCS to Florida mall (Northbound)

LYNX Monthly Ridership

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	79,905	64,602	844,514
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	2,415,110	2,294,517	27,832,043
NeighborLink	12,618	11,463	10,567	11,858	11,425	12,125	12,657	12,240	11,598	12,504	13,610	12,464	145,129
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	2,508,625	2,371,583	28,821,686
Special Shuttles	50	52	1,834	5,307	1,098	139	661	1,725	-	3,638	41	46	14,591
ACCESS LYNX	67,657	60,978	57,662	65,311	61,216	63,918	67,548	65,130	61,903	68,070	68,397	65,643	773,433
VanPlan	18,552	16,304	16,215	19,460	18,760	20,307	21,728	23,271	22,161	23,669	23,760	23,233	247,420
SUBTOTAL - OTHER SERVICES	86,259	77,334	75,711	90,078	81,074	84,364	89,937	90,126	84,064	95,377	92,198	88,922	1,035,444
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	2,456,499	2,600,823	2,460,505	29,857,130
% 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%	-8.4%	-13.6%	-7.6%
Fixed Route	8.5%	3.6%	0.4%	5.0%	1.3%	-2.2%	3.1%	-0.3%	1.0%	1.9%	1.7%	0.8%	2.1%
NeighborLink	2.8%	-4.7%	-11.6%	-4.5%	-4.3%	1.1%	7.5%	2.9%	5.0%	25.0%	19.9%	12.1%	3.8%
SUBTOTAL - FIXED ROUTE	8.1%	3.1%	-0.1%	4.8%	1.1%	-2.2%	3.1%	-0.6%	0.3%	1.6%	1.4%	0.4%	1.8%
Special Shuttles		-99.7%	-84.0%	48.0%	68.7%	-60.1%	352.7%	771.2%	-100.0%	19047.4%		-80.6%	-58.0%
ACCESS LYNX	13.7%	4.8%	2.7%	11.3%	3.4%	1.1%	10.3%	0.8%	2.7%	12.9%	6.4%	9.9%	6.6%
VanPlan	7.7%	-2.1%	8.4%	13.6%	8.2%	12.9%	20.4%	38.6%	42.2%	51.5%	36.4%	51.0%	23.6%
SUBTOTAL - OTHER SERVICES	12.4%	-16.8%	-8.3%	13.4%	5.0%	3.5%	13.2%	10.5%	10.8%	25.6%	12.9%	18.0%	7.8%
TOTAL ALL SERVICES	8.2%	2.3%	-0.4%	5.1%	1.2%	-2.1%	3.4%	-0.2%	0.7%	2.4%	1.8%	0.9%	2.0%
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 E: Planning and Development Report

To: LYNX Board of Directors

From: Stuart Boggs
DIRECTOR OF PLANNING & DEVELOPMENT
Andrea Ostrodka
(Technical Contact)
Belinda Balleras
(Technical Contact)
Stanimira Bourova
(Technical Contact)

Phone: 407.841.2279 ext: 6009

Item Name: Planning and Development Report

Date: 12/4/2013

STRATEGIC PLANNING

- **COMPREHENSIVE OPERATIONAL ANALYSIS (COA)**

The Comprehensive Operational Analysis is largely completed. Staff is meeting with funding partners to discuss jurisdiction-specific recommendations, costs, ridership projections and priorities for implementation. Service Standards developed through this COA are proposed for adoption at the December 4, 2013 LYNX Board of Directors meeting.

- **US 192 ALTERNATIVES ANALYSIS**

The recommended alternative was adopted as the Locally Preferred Alternative by the MetroPlan Orlando Board of Directors on October 9, 2013. The Locally Preferred Alternative is characterized by a six-mile dedicated, median running busway generally between I-4 and the western edge of Kissimmee; overlapping BRT, local bus, and express bus service; queue jumps and transit signal priority outside of the dedicated busway areas; and connectivity to Kissimmee Intermodal, Amtrak and two SunRail stations.

- **SR 50 ALTERNATIVES ANALYSIS**

The SR 50 Alternatives Analysis Study convened its third Project Advisory Working Group (PAWG) meeting on August 21, 2013, and its first Community Liaisons Group (CLG) meeting on September 5, 2013. The PAWG members visited the study corridor on LYNX buses to experience the existing service, amenities, and built environment along the corridor. The PAWG members also discussed travel patterns, screening criteria used for evaluating transit technologies, and potential alignments and segments along the corridor. The next PAWG meeting will be held in November 2013. The CLG meeting included participants representing the

key community leaders, institutions, and neighborhoods. The first CLG meeting covered the same information previously presented to the PAWG.

GEOGRAPHIC INFORMATION SYSTEM (GIS)

The installation and configuration for the hardware and software required for VUEWorks Asset Management system and Bus Stop Accessibility Study was completed. The required GIS base map support layers were migrated to the SDE/SQL database environment and cached base map Image service was published to support the mobile and the desktop components of the software. The consultant and LYNX' GIS staff have completed the configuration for the Condition Module and Work Orders module of the Asset Management System and the process for work information flow, field data collection, data QA/QC and updates and the integration with Trapeze FX and APC system will be tested during the stop information updates for December 2013 bid. In September LYNX GIS staff attended one day VUE Works Conference with various technical training sessions and user presentations, organized by Data Transfer Solutions at the Disney Conference Center.

LYNX grants were provided with access to the ArcGIS shared licenses and TBEST software and enabled to access LYNX' GIS data in order to enhance the processes for grants applications and grant reporting.

LYNX GIS staff updated the fixed service route network in the GIS database to the new NavTeq base-map data layers, provided by FDOT, and run analysis for the route length by jurisdiction and by Urban and Rural Areas. GIS was working with Service planning staff on proposals for Sun Rail stations connectivity and the proposed route changes for December bid. LYNX' GIS and Marketing and Communications staff are working on evaluating the large Businesses proximity to the SunRail stations and promote LYNX' Van Pool program as a connection alternative.

The GIS web site accessible from GoLYNX was completely migrated to a new web server and LYNX staff is working on enhancement within the GIS Data download page and the Interactive Map applications. Staff had coordinated with the GIS professor for UCF Public Affairs department to provide opportunity for students for real life GIS work they can use as class projects. One current project that will benefit from such cooperation is the LYMMO Expansion in Downtown Orlando. Students will collect information for various points of interests, organized in three groups and LYNX GIS staff will use ArcGIS Online technology to build Downtown Orlando Story map and share it with the community.

SERVICE PLANNING

- **JANUARY 12, 2014 SERVICE ADJUSTMENTS**

Planning staff has been working on the restructuring of Osceola and Kissimmee bus routes to serve the new Kissimmee Multi-modal Passenger Facility that will open for business in January. The new facility is located adjacent to the future Kissimmee SunRail Station that will see passenger rail service as part of the commuter railroad's phase two extension. With the arrival of SunRail, the Kissimmee Facility will provide connections between bus and rail transit, as well as

the planned US 192 Bus Rapid Transit corridor. Planning staff hosted a public workshop and hearing on the proposed Osceola and Kissimmee service changes on November 13, 2013 at the Osceola County Administration Building in Kissimmee.

- **SUNRAIL BUS FEEDER PLAN**

Planning staff have been meeting with representatives of FDOT, HDR, and the funding partners on development of the bus feeder program that will provide transit connections to the SunRail Stations in Orange and Seminole Counties. The program will coordinate SunRail and LYNX schedules to insure short transfer wait times between bus and rail. Planning staff met with FDOT staff and representatives of the funding partners in Deland on October 29th to work on finalizing the feeder plan. Subsequent to that meeting, Planning staff revised the operating budget to reflect input from the meeting. The feeder plan will be implemented as part of the April 2014 service change.

- **APRIL 2014 SERVICE CHANGE**

Work associated with the April 2014 service change is already underway with the finalization of work on the SunRail Bus Feeder Plan, as well as work on the Title VI Service Equity Analysis. Planning staff is working with the agency's funding partners on the identification of other (non SunRail) service improvements identified in the Comprehensive Operational Analysis (COA) that could be implemented in April 2014. A request to formerly engage in public outreach for the April service changes will be presented at the LYNX Board meeting in January.

- **LAKE COUNTY SERVICE OPTIONS**

Planning staff has been working with Lake County on developing potential service options to replace the discontinued Link 204 express route and to address local bus demand in the Four Corners area originally served by Link 55. Planning staff developed and submitted cost estimates to Lake County staff for service options defined by the County.

GRANTS

- **SURFACE TRANSPORTATION PROGRAM (STP)- KISSIMMEE STATE URBAN (SU) FUNDS**

Grants worked with Metroplan Orlando and obtained Metroplan Board approval that secured 31% of the Kissimmee STP funds, approximately \$1.24M annually, to be programmed for LYNX over a period of five years beginning FY 2104.

- **ORLANDO HOUSING AUTHORITY (OHA) PARTNERSHIP:**

On September 19, 2013, FDOT formally notified LYNX of Public Transit Service Development Program funding award for FY 2014/2015. As part of the grant application Orlando Housing Authority (OHA) was included as a source of local match. A meeting was held October 16, 2013 with staff to discuss the funding commitment from OHA necessary to utilize the grant awards and implement the services. LYNX staff is working with OHA to provide documented commitment.

- VETERANS TRANSPORTATION RESOURCES AND COMMUNITY SERVICES (TRACS):

On September 19, 2013, a conference call was held with the Consultant Team, led by Alesig Consulting, LLC., to introduce Team members. The LYNX VTRACS Project Manager has held conversations with Alesig outlining the first three months of this project. In addition, the Project Management Plan (PMP) has been reviewed and edited by the LYNX VTRACS Project Manager, laying the groundwork for the Consultant Team to begin work on the Concept of Operations for the VTRACS project.

- FEDERAL TRANSIT ADMINISTRATION (FTA) TRIENNIAL REVIEW:

The Federal Transportation Authority (FTA) conducted LYNX Triennial Review held on September 23 – 25, 2013 at the LYNX Central Station (LCS) Administration Building. The Grants Division served as the primary point of contact and successfully scheduled all independent management staff reviews which focused primarily on technical capacity. Other areas of interest were methods of procurement and financial management oversight (FMO) follow-up reviews. A draft Triennial Review outcome document has been received by LYNX and staff is working with the FTA to provide responses.

- AMERICAN RECOVERY AND REINVESTMENT ACT (ARRA)

Of the nineteen projects approved under the ARRA grant there are only three left to complete; they are Design and acquisition - Fare Collection Equipment, Purchase signage for stops and stations, and the Capital Cost of Contracting Paratransit Services. LYNX staff continues to work with the Federal Transit Administration (FTA) to obtain approval of budget revision #8 for the capital cost of contracting and completion of remaining projects.

Monthly Report F: Communications Report

To: LYNX Board of Directors

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

Phone: 407.841.2279 ext: 6206

Item Name: Communications Report

Date: 12/4/2013

Orlando Realtors SunRail Sneak Peek event

LYNX participated in the Orlando Regional Realtor Association's SunRail Sneak Peek event on Sept. 13. More than 150 participants gathered at LYNX Central Station and were transported by LYNX bus to DeLand to board an Amtrak train. The group learned about SunRail's progress as they road to Kissimmee. Once in Kissimmee, the participants were able to meet and greet with various transit related organizations before enjoying a luncheon program. LYNX provided transportation back to LYNX Central Station as well as to DeLand at the conclusion of the event. Including other locations, more than 200 people were transported.

In The Loop

The LYNX Marketing Communications department launched the return of the employee newsletter *In The Loop* on Oct. 1. The online only publication serves as a forum for employees to showcase their good news as well as learn more about company benefits, community involvement opportunities and various LYNX related service and construction projects.

FPTA Awards

During the 2013 FPTA conference event on Oct 29, LYNX won the following awards:

- 1st Place: "Online Communications Social Media" category, for our Social Media sites.
- 2nd Place: "Potpourri" category, for our Seminole County Centennial bus.
- 3rd Place: "Special Events & Campaigns" category for our Holiday bus.
- 3rd Place: "Signage & Graphics" category for our Public Service bus.

September – October 2013: Press Releases | Media Notes

- Oct. 7 Date change for November board of directors meeting.
- Oct. 11 November board of directors meeting returns to original date.
- Oct. 14 LYNX seeking public input on projects.

September – October 2013: Stories

- Sep. 2 WESH-TV/Channel 2, WOFL-TV/FOX 35 and Orlando Sentinel on car hitting a bus shelter.
- Sep. 3 Orlando Sentinel on Link 55, 204 and 427 changes or elimination in Lake County.
- Sep. 5 WESH-TV/Channel 2 on Link 204 elimination in Lake County.
- Sep. 9 WFTV/Channel 9: Lake County commissioner trying to save LYNX bus route.
- Sep. 10 WFTV/Channel 9: Lake County offering \$50K to LYNX to keep Clermont bus route.
Orlando Sentinel: Orange activist, union groups unveil 2014 agenda, includes efforts to secure a dedicated funding source for the LYNX mass transit system.
- Sep. 11 Orlando Sentinel mentions on People's Platform for dedicated funding.
- Sep. 13 WFTV/Channel 9: Driver attempting to pass LYNX bus hits it instead.
- Sep. 18 Orlando Business Journal: Linking to SunRail - LYNX offers connector options for businesses.
- Sep. 20 WESH-TV/Channel 2 and WFTV/Channel 9: SUV crashes into stopped LYNX bus as passenger steps off.
- Sep. 24 News Channel 13: 2 cell phone snatchings reported on LYNX bus.
- Oct. 02 WKMG-TV Channel 6 and Orlando Sentinel: Several injured when car strikes LYNX bus.
- Oct. 07 WFTV/Channel 9 and News 13: Riders take 3-mile walk to protest LYNX bus route cut.
- Oct. 08 WFTV/Channel 9 and Bay News 9: Government shutdown could halt LYNX buses in Lake County.
- Oct. 11 Orlando Sentinel: Lake commissioners look to save second LYNX bus route.
- Oct. 18 WFTV/Channel 9: Clermont to Orlando LYNX route ends.
- Oct. 21 Orlando Sentinel: Transportation Revolution.
- Oct. 23 WFTV/Channel 9: Previously cancelled LYNX bus routes may come back soon.
- Oct. 25 WKMG/Channel 6: LYNX bus driver accused of hitting passenger.
- Oct. 29 Orlando Sentinel: Lake step closer to restoring Four Corners bus service.
- Oct. 30 Orlando Business Journal: Are you a tech whiz? LYNX needs you to test on-demand bus service.
- Oct. 31 WESH TV/Channel 2 and WFTV/Channel 9: LYNX driver finds gunshot victim in Orange County parking lot.

September – October 2013: Social Media

- Sep. 1 Labor Day holiday schedule.
- Sep. 2 Happy Labor Day!
- Sep. 3 Good morning from LCS!

LYNX Board Agenda

- Response to Google trip planner complaint.
- Response to question about schedule for Link 4 and 107.
- Sep. 4 Response to customer complaint.
Guess location of future LYMMO stop.
Answer: Future LYMMO located on W. Washington and Hughey.
- Sep. 5 LYNX Kissimmee Intermodal Station photos.
Response to question regarding LYNX Kissimmee Intermodal.
Response to Kissimmee Intermodal question.
- Sep. 6 Service Alert: "Run with the herd Chick-Fil-A 5k."
Service Alert: Amelia Street closure.
Road Ranger extended hours.
- Sep. 7 Service Alert reminder.
- Sep. 8 Reminder: New route changes to Links 55 and 427.
- Sep. 9 Shared article regarding LYMMO service expansion.
- Sep. 10 Notice: 9/18/13 TAC meeting has been canceled
Posted photo of new and old articulators: Can you tell which is old and which is new?
Changed cover photo.
- Sep. 11 Tell us what you like about LYNX for a chance to make it on our social media bus wrap.
- Sep. 12 Posted photo of maintenance facility.
Thanked our 1,400 fan who liked our page.
- Sep. 13 Service changes.
Posted updated link to new schedule.
- Sep. 14 Service change reminder.
- Sep. 15 Service changes are in effect today.
Posted link to Service Changes.
- Sep. 16 Response to Instagram question.
Response to fan regarding LYNX Instagram account.
Shared OBJ article about SunRail.
Shared new schedule book.
Response to question about purchasing passes online.
- Sep. 17 Posted image of seat coverings: What part of the bus do you think these belong to?
Link 426 and Polk Transit Route 416 is now serving the new Poinciana hospital.
- Sep. 18 Thanked fans for their participation.
Posted behind the scenes photo of bus wrap and print facility.
- Sep. 19 Posted NeighborLink video.
- Sep. 20 Good morning.
Response to customer regarding Link 55.
Response to customer complaint.
Response to question regarding service in Lake Nona area.
Service alert: Orange Ave. closure.
- Sep. 23 Posted image of colorful buses: What does the Autumn season have in common with LYNX buses.
Public hearing.

LYNX Board Agenda

- Response to complaint about Link 55.
- Response to customer question regarding purchasing tickets online.
- Sep. 24 Service alert: Orange Ave. and Garland Ave. closed due to an accident.
Alert update.
Response to question about Link 21.
Service alert: service delay due to crash.
Response to customer question.
Alert update: Routes are back to regular schedule with some delays due to weather.
Reminder: Public hearing.
Response to Youth ID question.
- Sep. 25 Posted video: Meet the man who makes the seats on our bus look new again!
- Sep. 26 Shared photo of new articulated bus with wrap.
Response to several questions about new articulated bus.
Response to complaint about NeighborLink.
Posted a 2nd photo of articulated bus at fans request.
- Sep. 27 Happy Friday.
Thanked customer for positive feedback about bus operator.
- Sep. 28 Photo: LYNX buses come in an array of colors!
- Sep. 30 Good day fans from LYNX Central Station!
Response to customer complaint. Referred to customer service.
- Oct. 1 Our maintenance facility can hold quite a few buses. How many buses can you find in this photo?
WebACCESS online reservations is currently down. We are working on this issue and apologize for the inconvenience.
- Oct. 2 Response to route question.
Response to inquiry about an accident on Link 21 route.
WebACCESS online reservations has been restored.
The correct answer to yesterday's question is 8. For those who guessed correctly, congrats!
Check out the first SunRail locomotive in Central Florida!
- Oct. 3 Response to rider question regarding SunRail connection.
Throwback Thursday! Can anyone guess what year these buses were in service?
Shared article about bike share program that will start in time for SunRail.
- Oct. 4 ANSWER: These buses were in service until the early 90's when we were still Tri-County.
Ride to work in style and save with Vanpool!
Service Alert for the "Be the Change 5k".
Service Alert for the "Come out with Pride Parade".
- Oct. 7 Good Monday morning from the future SunRail station behind LCS! Have a great day!
Changed cover photo with lined buses.
Response to customer regarding Link 204.
- Oct. 8 It's a Wrap! We're excited to announce we've finished creating our social media bus wrap and is set to roll-out soon!
Thanked customer for compliment.
Response to Public Service bus question

LYNX Board Agenda

- Oct. 9 Hey Fans, Happy Wednesday!
Response to questions regarding Links 8 and 42.
Due to Columbus Day Holiday, Links 416 and 427 will not operate.
- Oct. 10 Throwback Thursday photo of bus with hand painted image on bus.
Response to Links 416 and 427 questions.
SunRail train debuts in Downtown Orlando!
- Oct. 11 Happy Friday! Here's a look back at some of our fun bus wraps. Which one is your favorite?
- Oct. 12 Service reminder regarding no service for Links 416 and 427 on Columbus Day.
Response to Columbus Holiday schedule.
Response to route question. Referred to Customer Service team.
- Oct. 14 Happy Columbus Day! No service for Links 416 and 427 reminder.
Public comment period for Link 204 ends tomorrow.
Good morning from Livingston St and Garland Ave. Have a wonderful Monday!
We want to hear from you! LYNX is looking for input on upcoming projects. Please join us.
- Oct. 15 Reminder of last day for comment period on elimination of Link 204.
Invitation to join public workshops to get input on upcoming projects.
- Oct. 16 Posted information on Zimek machine.
Route elimination alert for Link 204 riders.
- Oct. 17 Service Alert for Making Strides Against Breast Cancer Walk.
Route elimination alert for Link 204 riders.
Throwback: Image of Orlando Transit Company bus – What year do you think this photo was taken?
- Oct. 18 ANSWER: This photo was taken in 1943. Congrats to those who guessed correctly!!
Thanks for participating!
Almost ready for the road! (image of social media bus wrap).
Service Alert: Link 204 will be discontinued.
Thanked customer for providing suggestions regarding Throwback Thursday.
Response to customer inquiry about bus pass order.
Response to customer complaint. Referred them to Customer Service.
- Oct. 19 Breast Cancer walk service reminder.
Link 204 elimination reminder.
- Oct. 20 Link 204 elimination reminder.
Here are a few simple tips to help make your trip easy (link to website).
- Oct. 21 Link 204 elimination reminder.
- Oct. 23 Our new social media bus hits the road today! LYNX would like to give a shout out to all those fans whose quotes helped make this possible. When you see this bus, tweet @lynxbusorlando and/or share a photo with us here using #GoLynxGoSocial. Thanks fans!!!
- Oct. 24 Throwback Thursday: Taking you back into time! Where in Orlando would you be if you were taking this picture? Can anyone guess?
Response to customer regarding real-time bus tracking.
- Oct. 25 We've got a new crop coming soon! #Lime #Grapefruit #LYMMO Expansion.
Service Alert – College Park Jazz Fest.
Service Alert – Festival Calle Orange.

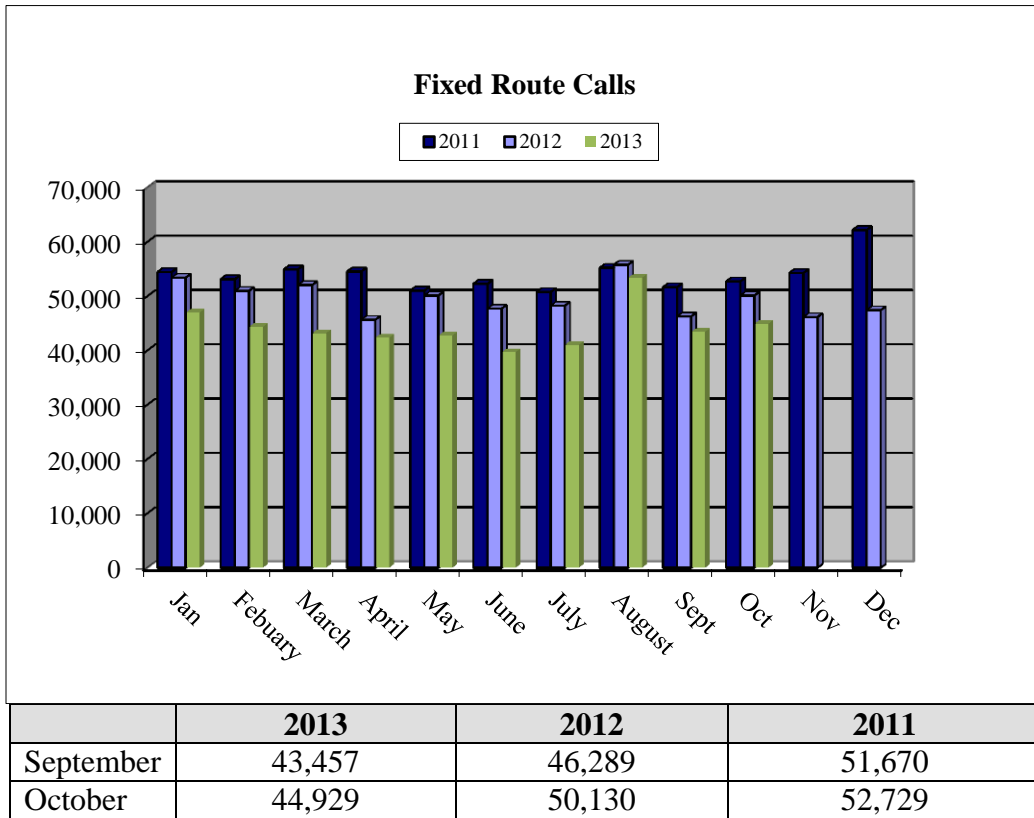
LYNX Board Agenda

- Oct. 26 Service Alert reminder – College Park Jazz Fest.
- Oct. 27 Service Alert reminder – Festival Calle Orange.
- Oct. 28 Good morning Central Florida!
Response to customer complaint.
Response to customer comment about trip planner.
- Oct. 29 Posted customer service video.
- Oct. 30 LYNX Kissimmee Intermodal Station photos.
Thanked customer for recommendations and forwarded them to Planning.
Thanked rider for compliment and sharing photo of social media bus.
LYNX wins best Social Media site award!
Thanked followers for congratulating us on social media award.
- Oct. 31 Throwback photo of LYNX Characters.
Thanked customer for expressing concerns about safety. Shared comments with Risk Management & Safety.

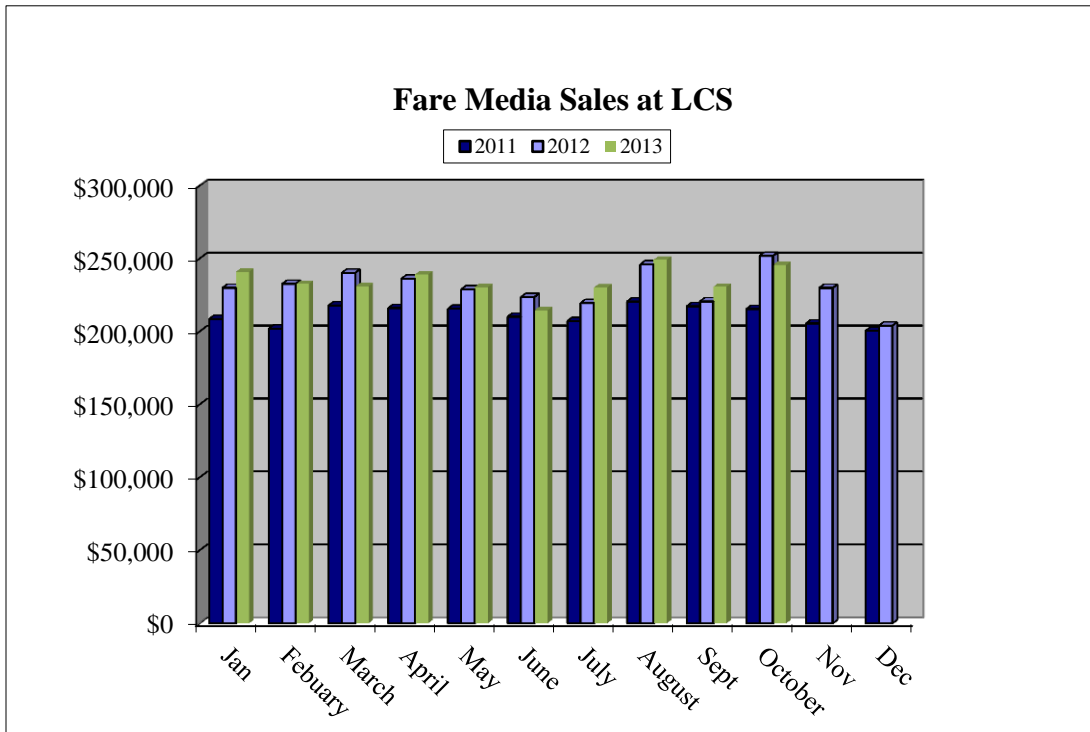
SOCIAL MEDIA USAGE	SEPTEMBER 2013	OCTOBER 2013
Facebook Likes	1,424	1,480
Facebook – # of People Reached	3,169	6,007
Twitter Followers	530	575

WEBSITE USAGE	SEPTEMBER 2013	OCTOBER 2013
Total Page Views	344,723	332,798
Total User Visits	90,498	88,101

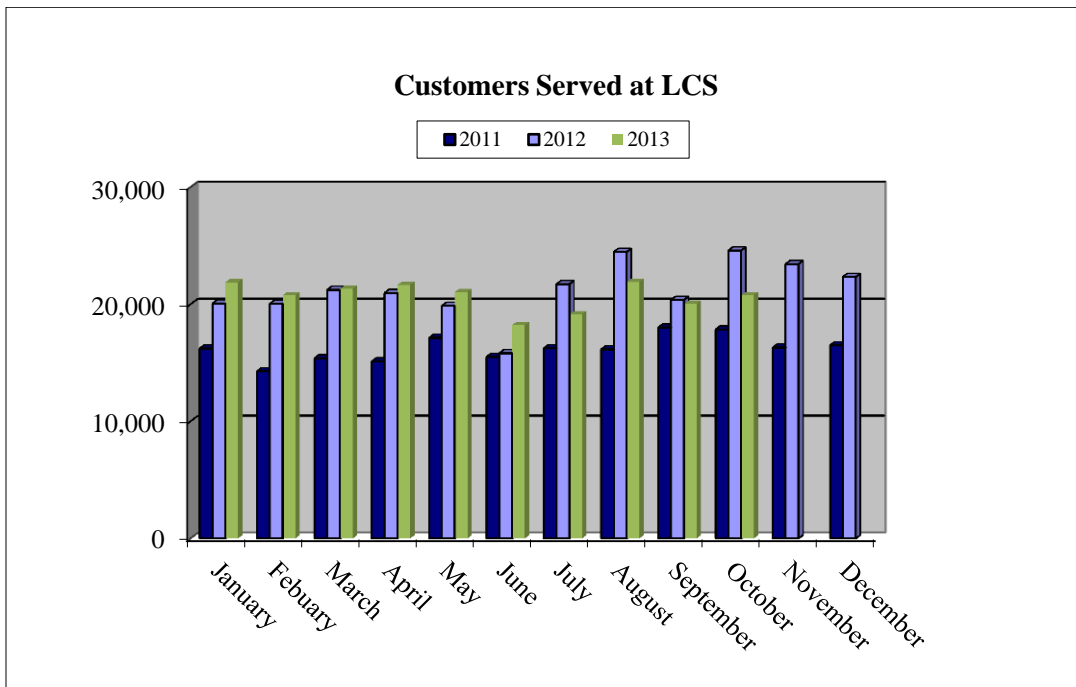
Customer Service



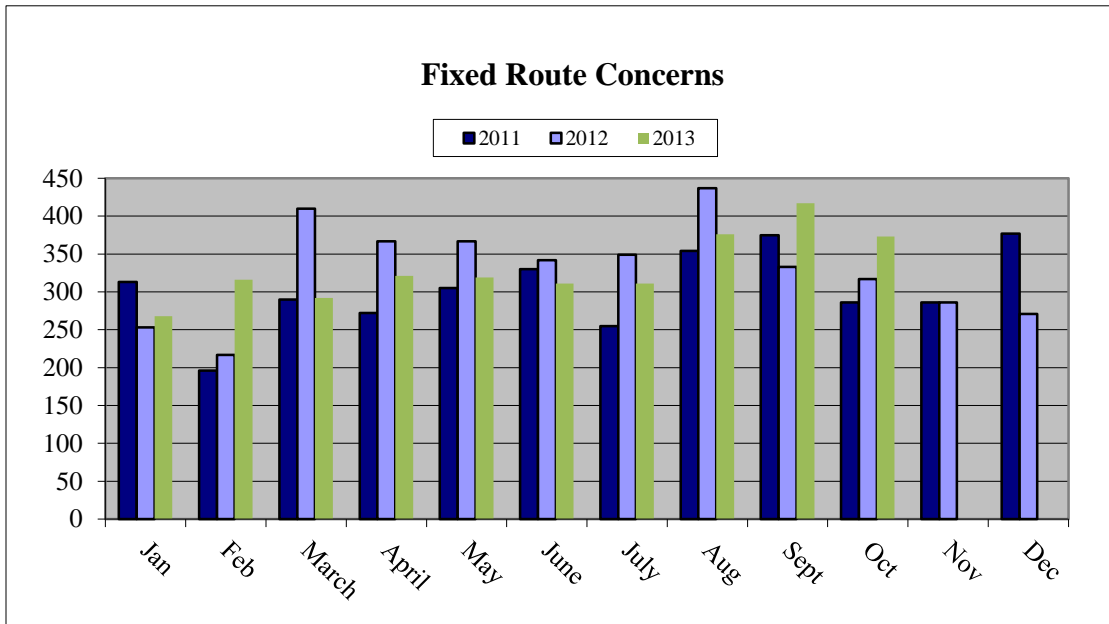
September & October Presentations	
Living Alerts for Link 55 & 204	Routing Information
Celebration High School	ID's
Hospital Home Bound School	Bus Tour
St. Cloud High School	ID's



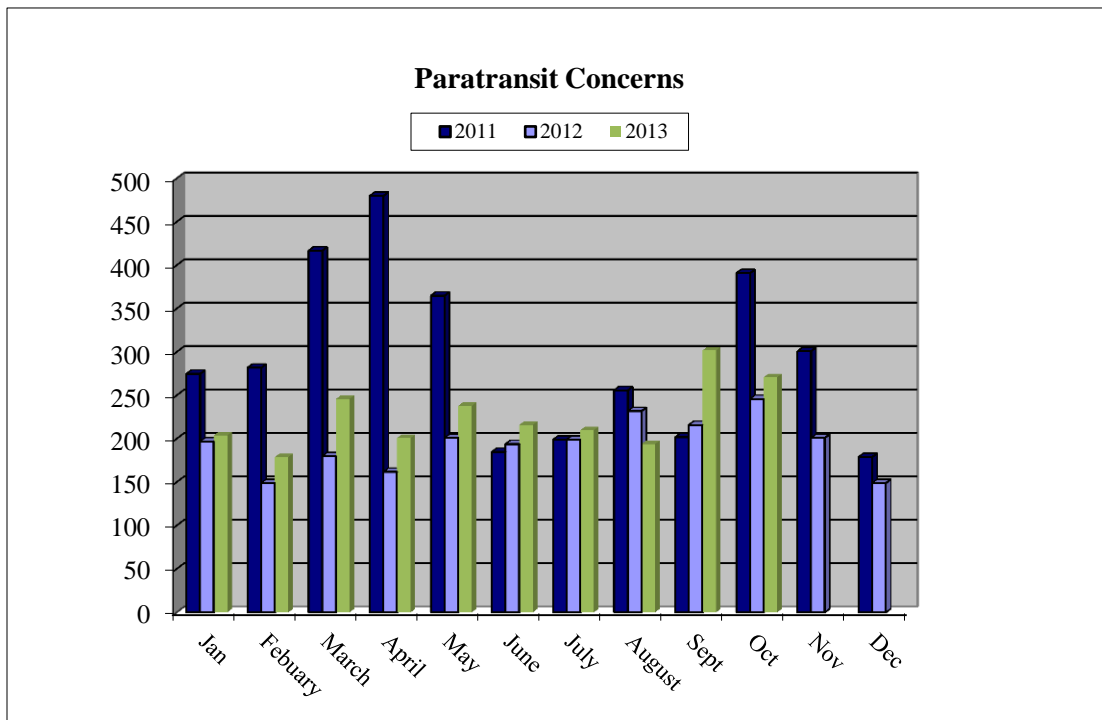
	2013	2012	2011
September	230,645	220,633	217,300
October	245,668	251,833	215,427



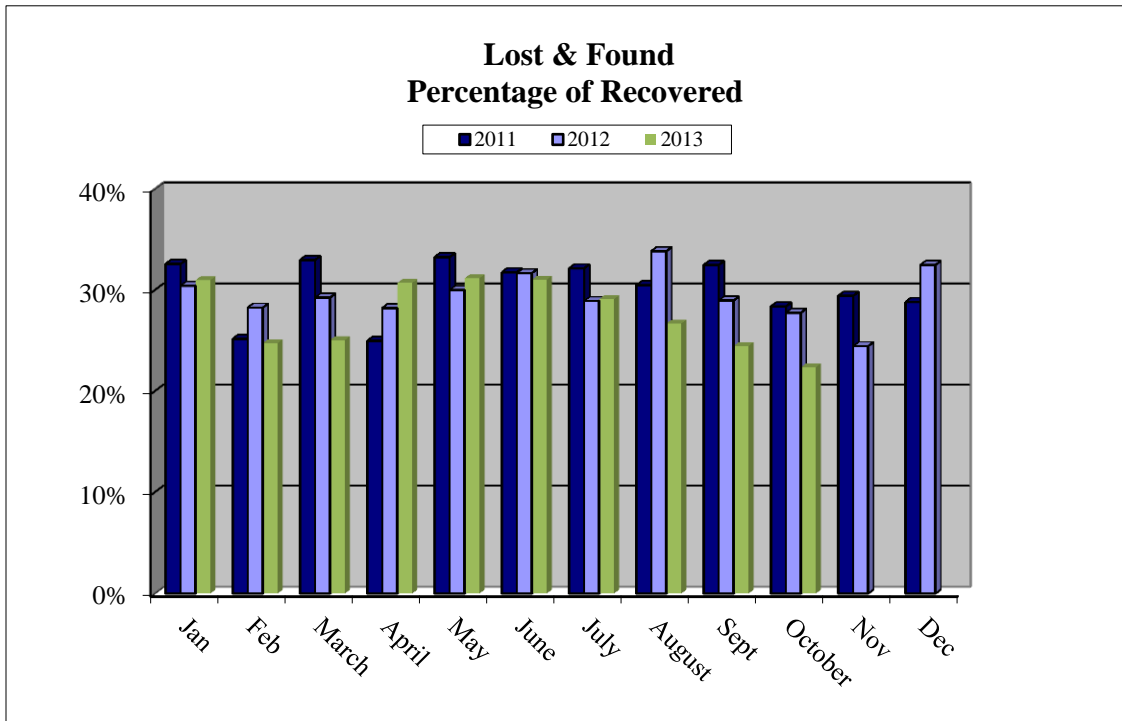
	2013	2012	2011
September	20,051	20,377	18,028
October	20,786	24,599	17,855



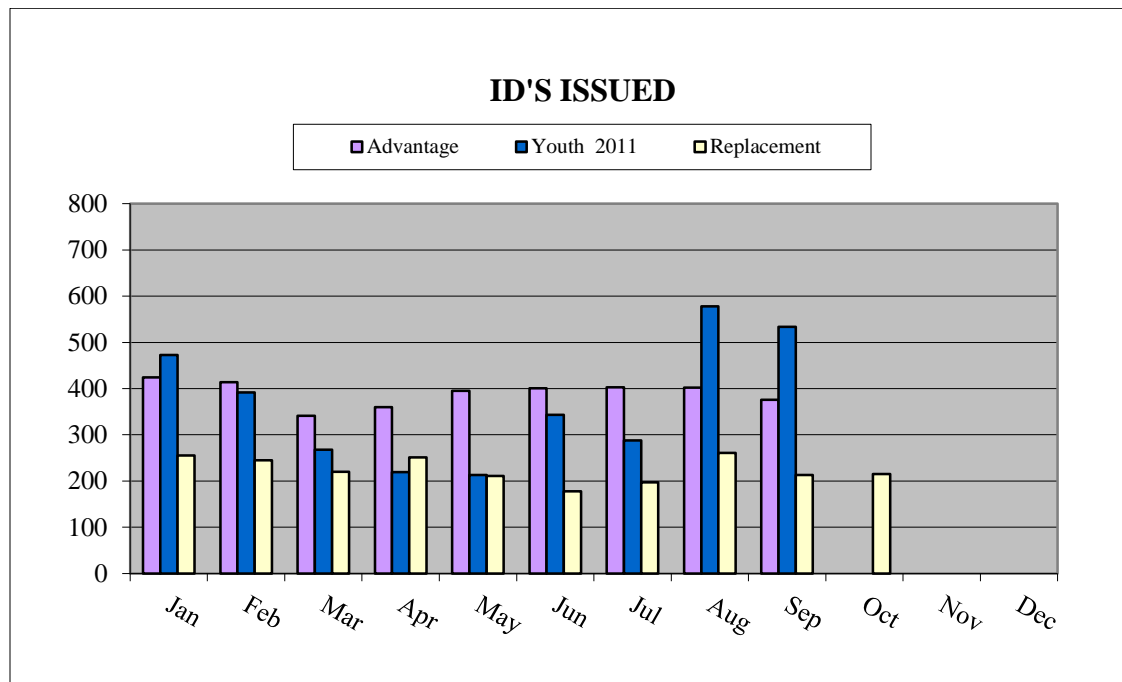
	2013	2012	2011
September	417	333	375
October	373	317	286



	2013	2012	2011
September	302	216	202
October	271	246	391

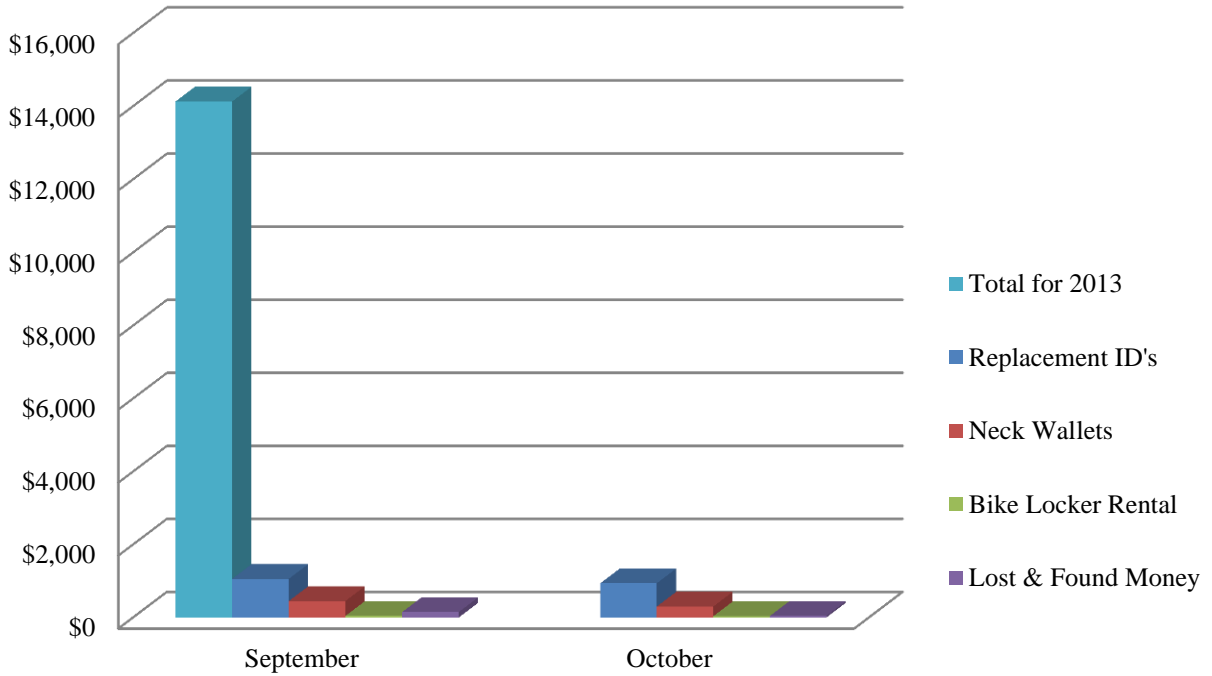


	2013	2012	2011
September	24.49%	28.98%	32.50%
October	22.38%	27.78%	28.40%



	Advantage	Youth	Replacement
September	376	534	213
October	423	419	215

Income Generated Revenue



	Replacement ID's	Neck Wallets	Bike Locker Rentals	Lost & Found Money
September	\$937	\$300	\$35	\$41
October	\$813	\$314	\$30	\$113

Monthly Report G: 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: 12/4/2013

The government shutdown started on October 1. It is entering its second week.

It was caused when the House Republicans refused to pass a "clean" Continuing Resolution (CR). The Republicans want to delay or defund parts of the Affordable Care Act or Obamacare. The President and the Senate Democratic leadership refuse to accept a CR with any conditions.

After the shutdown started, the House passed a number of smaller Continuing Resolutions -- each designed to fund only one agency, like the National Park Service, the National Institutes of Health or the Veterans Administration. The Senate Democrats and the President refuse to accept any of the smaller bills. They do not want the Republicans to pick and choose winners and losers, leaving many important agencies (such as the EPA) unfunded.

Many individual members on both sides have proposed solutions, and some moderate Republicans have said they will vote for a clean CR, but the leadership on both sides have not budged. So far, the leadership on both sides have managed to control their members on all key votes.

Beyond the shutdown, the debt ceiling will be reached on October 17. The two issues have been merged -- CR and debt ceiling.

The Democrats say they will not negotiate on the debt ceiling bill and insist that the Republicans pass both measures without conditions. The Republicans insist that both bills -- or a merged bill also include provisions to cut spending.

The Republicans' most recent position is to call for negotiations on a bill that will include conditions. The Democrats refuse to negotiate until after an unconditional bill has passed. The Republicans counter that once an unconditional bill has passed the Democrats have no incentive

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to negotiate on budget savings. The Republicans also say that any negotiations cannot include a discussion of raising taxes since a tax increase passed earlier this year.

On October 8, the President had a press conference to say he would not negotiate. The Speaker followed with a press conference to call for negotiations and to say that House would not pass an unconditional bill.

There is no end game in sight. It currently looks like the shutdown will continue for at least another week and probably longer. In all likelihood, the debt ceiling will not be raised by October 17.

Both sides are hoping that outside pressure -- like the stock market -- will force the other side to cave.

Monthly Report H: Business Development Report

To: LYNX Board of Directors

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

Phone: 407.841.2279 ext: 6161

Item Name: Business Development Report

Date: 12/4/2013

Community Outreach

- Florida Hospital Foundation – September 30, 2013
- Maitland Connectivity Update – October 8, 2013
- ULI Central Florida – October 9, 2013
- Carshare Program with rethink and Hertz – October 10, 2013
- Maitland Chamber Transportation Luncheon – October 16, 2013
- FPTA Conference – October 27-29, 2013
- Business and Bagels – November 5, 2013
- Florida Forward Transportation Revolution – November 5, 2013

Advertising Sales

ADVERTISING SALES	AUGUST 2013	* SEPTEMBER 2013
Advertising Sales Revenue	184,240	145,673
Net Revenue to LYNX Fiscal Year to Date	1,452,197	1,597,870

*PRELIMINARY

Commuter Services

COMMUTER CHOICE TRANSPORTATION PROGRAM		
VANPOOLS	SEPTEMBER 2013	OCTOBER 2013**
Vanpool Participants	656	686*
Total Revenue Miles YTD	1,548,952	174,767*
New Vanpools	0	7
Returned Vanpools	0	0
Current Vans in Service	88	95
Pending Vanpool Interest	KSC (1)	KSC (1)
	TSA (3)	TSA (3)
	DEPARTMENT OF DEFENSE (2)	DEPARTMENT OF DEFENSE (4)
	VETERANS AFFAIRS (7)	VETERANS AFFAIRS (10)
	LOCKHEED MARTIN(1)	LOCKHEED MARTIN(1)
	COLEMAN PRISON(5)	COLEMAN PRISON(5)
	Swan and Dolphin(25)	Swan and Dolphin(25)
	ORLANDO HEALTH(1)	ORLANDO HEALTH(1)
Phone Inquiries	63	55*

*Estimated numbers

**New reporting year

Employee Vanpool Presentations	LOCATION	PARTICIPANTS
	Sandlake(SouthPark)	30
	Maitland Chamber	40
	Swan & Dolphin	2
	Total Participants	72
Other Business Presentations/Meetings	LOCATION	PARTICIPANTS
	Total Participants	

Monthly Report I: Employee Travel Report

To: LYNX Board of Directors

From: **John Lewis**
CHIEF EXECUTIVE OFFICER
Deborah Morrow
(Technical Contact)
Blanche Sherman
(Technical Contact)

Phone: 407.841.2279 ext: 6017

Item Name: Monthly Employee Travel Report - October 2013

Date: 12/4/2013

EMPLOYEE / DEPARTMENT	DESTINATION	PURPOSE	DEPARTURE AND RETURN DATES	TOTAL ESTIMATED AGENCY COST	AGENCY COST
David Burnett Operations	Hayward, CA	To visit Gillig for bus inspection	09/22/2013-09/25/2013	945	0
Rey Quinones Operations	Hayward, CA	To visit Gillig for bus inspection and training meeting	09/22/2013-09/25/2013	1,004	1,004
James McLawhorn Executive	Tallahassee, FL	To attend Legislative Committee Week	09/23/2013-09/25/2013	559	559
Prahallad Vijayvargiya Grants	Boston, MA	To attend FY2014 FTA Financial Management Oversight Seminar	09/25/2013-09/27/2013	1,440	0
John Lewis Executive	Chicago, IL	To attend APTA Annual Meeting as Board Member & Chairman of Leadership APTA	09/27/2013-10/02/2013	2,543	2,543
Laura Minns Engineering	Chicago, IL	To attend APTA Annual Meeting - Leadership Class of 2014 Introduction	09/28/2013-10/02/2013	5,498	5,498
Jeff Reine Engineering	Tampa, FL	To attend Design Build Institute of America-Florida State Conference	10/02/2013-10/04/2013	131	131
Laura Minns Engineering	Tampa, FL	To attend Design Build Institute of America-Florida State Conference	10/02/2013-10/04/2013	131	131

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EMPLOYEE / DEPARTMENT	DESTINATION	PURPOSE	DEPARTURE AND RETURN DATES	TOTAL ESTIMATED AGENCY COST	AGENCY COST
Stuart Boggs Planning	Seattle, WA	To attend Rail Volution Conference	10/19/2013-10/24/2013	2,305	2,305
John Lewis Executive	Washington, DC	To attend National Academy of Sciences (NAS) Transportation Research Board Oversight and Project Selection Committee (TOPS)	10/24/2013-10/26/2013	0	0
James McLawhorn Executive	Clearwater, FL	To attend 2013 FPTA 38th Annual Conference	10/27/2013-10/30/2013	873	873
Kathy Clary Executive	Clearwater, FL	To attend 2013 FPTA 38th Annual Conference	10/27/2013-10/30/2013	873	873
John Lewis Executive	Clearwater, FL	To attend 2013 FPTA 38th Annual Conference	10/27/2013-10/30/2013	499	499
Tangee Mobley Operations	Clearwater, FL	To attend 2013 FPTA 38th Annual Conference	10/27/2013-10/30/2013	766	766
Teodor Leka Operations	Clearwater, FL	To attend the FPTA Annual conference to receive the Florida Department of Transportation's Florida Transit Operator Trainer Certificate	10/28/2013	0	0
Rajendranath Beharry Operations	Clearwater, FL	To attend the FPTA Annual conference to receive the Florida Department of Transportation's Florida Transit Operator Trainer Certificate	10/28/2013	0	0
Teule Chisolm Operations	Clearwater, FL	To attend the FPTA Annual conference to receive the Florida Department of Transportation's Florida Transit Operator Trainer Certificate	10/28/2013	0	0
Errol Thomas Operations	Clearwater, FL	To attend Awards banquet at the FPTA conference	10/29/2013	0	0
Keith Tillet Operations	Clearwater, FL	To attend Awards banquet at the FPTA conference	10/29/2013	0	0
TOTAL ESTIMATED COSTS and AGENCY COSTS				17,567	15,182