

LYNX Board Agenda

Board Date: 1/22/2009


Time: 10:30 A.M.

LYNX Offices
455 N. Garland Ave.
Orlando, FL 32801

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 December 11, 2008 Board of Directors Meeting

Pg 4

3. Recognition

- Service Awards for 25 and 30-year employees


4. Public Comments

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


5. Chief Executive Officer's Report

6. Consent Agenda

A. Extension of Contracts












- i.  Authorization to Execute the Second Option Year of Contract #07-001 Barracuda Building Corporation for Installation of Passenger Amenities Pg 10

B. Miscellaneous



- i.  Consideration of Approval of Revisions to Administrative Rule #5 Pg 12

- Attachment



- ii.  Authorization to Execute a Shelter and Amenities Inter-local Agreement with the City of Winter Park Pg 27
- Attachment 
- iii.  Authorization to Enter into the Revised FY2008-2009 Service Funding Agreement with the City of Kissimmee Pg 56
- Attachment 
- iv.  Confirmation of the Appointment of Edward L. Johnson as Chief Administrative Officer
- Attachment 
- v.  Authorization to File a Grant Application to the Federal Transit Administration (FTA) and Execute an Inter-local Agreement with the City of Orlando for LYMMO Expansion Alternative Analysis (AA) Study and Subsequent Funding for the Expansion Program Pg 68
- Attachment 
- vi.  Authorization to Approve and Execute an 18-Month Agreement with the State of Florida Division of Emergency Management for Department of Homeland Security Transit Security Grant Program Funding. Pg 84
- vii.  Authorization to Submit Federal Transit Administration ITS Earmarks Grant Application
- viii.  Authorization to Transfer Twenty One Retired Buses to the Gainesville Regional Transit System Pg 88
- Attachment 
- ix.  Authorization to Transfer Assets (10 MDT Units) to Polk County Transit Services as a Result of the Completion of FTA Rural ITS Demonstration Grant Project Pg 91
- x.  Consideration of Approval of Revisions to Administrative Rule #4 Pg 93
- Attachment  

7. Action Agenda


- A.  Authorization for the Chief Executive Officer (CEO) to Enter Into a Lease Agreement with Congressman Alan Grayson for Office Space in LYNX Central Station Pg 170
- Attachment 

8. Work Session

- A.  Update on the Federal Transit Administration (FTA) Follow-up Procurement Review

9. Information Items






(For Review Purposes Only - No action required)

- A.  LYNX Board of Directors' 12-Month Rolling Calendar Pg 213

10. Other Business

11. Monthly Reports

(For Review Purposes Only - No action required)

- | | | | |
|----|---|--------------------------------|--------|
| A. |  | Ridership Report | Pg 215 |
| B. |  | Planning & Development Report | Pg 222 |
| C. |  | Legislative Update | Pg 227 |
| D. |  | Communication Report | Pg 230 |
| E. |  | Monthly Employee Travel Report | Pg 238 |

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 3012, 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: **December 11, 2008**

TIME: **10:35 a.m.**

Members in Attendance:

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

Members Absent:

1. Call to Order and Pledge of Allegiance

The Chairman, Commissioner Carlton Henley, called the meeting to order at 10:35 a.m. Chairman Henley welcomed Commissioner Brandon Arrington, Osceola County, as newly appointed Board member. The Chairman asked Commissioner Arrington to lead the Pledge of Allegiance.

2. Approval of Minutes

Motion was made and seconded to approve the Minutes of the October 23, 2008 Board of Directors meeting. The motion passed unanimously.

3. Recognitions

The Chairman recognized Lisa Darnall, Chief Operating Officer, for recognition and presentation.

LYNX was the recipient of federal grant funds to conduct Homeland Security Training for all employees. The National Training Institute recognizes achievements in transit training each year. This year, LYNX submitted a nomination for the Champion Award for CEO, Linda Watson.

The Champion Award is presented to a transit leader whose commitment and actions promote workplace learning. The LYNX Service Excellence Training and Security Awareness Behavior Recognition Training were submitted as part of the nomination. Ms. Watson was honored with the Champion Award for her commitment to LYNX security and making service excellence a priority.

The Florida Public Transportation Association provides awards for bus safety and the promotion of bus safety throughout the state of Florida. The awards are based on 2006 and 2007 FTA National Transit data base reporting requirements for safety, vehicle miles, and passenger trips for fixed route. The awards were presented at the 34th Annual Conference in Sarasota, FL on October 21st. LYNX received the 2nd runner-up award for safety. The Award was presented to David Burnett, Deputy Chief of Operations for Transportation.

The Chairman recognized Peggy Gies, Chief Marketing Officer, for recognition and presentation.

At the recent Florida Public Transportation Association's Annual Conference, the LYNX Marketing team received an Award of Excellence for LYNX' luxury bus TV ad. Herman Sandoval, Project Manager Communications, filmed, edited, and produced the advertisement within LYNX Marketing Department.

LYNX also received an Award of Excellence for Governor Crist's Special Event. The event was led by Debbie King, Project Manager Communications, and assisted by Bryan Stutts, Project Manager Government Relations.

Additionally, LYNX received an Award of Merit for Bus Exteriors for the Car Pool Revolution Bus and an Award of Honor for the Community Newsletter.

4. Public Comments

Two speakers voiced concern regarding the recent service changes.

The Chairman thanked the speakers for their time and input.

5. Chief Executive Officer's Report

The Chairman recognized Linda Watson, Chief Executive Officer, to report on the following items:

1. In October, I reported that shortly before adjournment of the U.S. House, an economic stimulus package, H.R. 7110, was passed. LYNX submitted a list of economic stimulus projects totaling approximately \$22,500,000. A copy of those projects is being provided to the Board.
2. The blue lights that outline the canopies over the building's bus bays have previously malfunctioned and the manufacturer replaced the system. Subsequently, the system encountered additional problems. Since the lights remain under warranty, the manufacturer will again replace them. It is anticipated that the replacement will be completed in late January.

3. LYNX is continuing to make presentations to the Orange, Osceola, and Seminole counties' Legislative Delegations. This year, we will also make a presentation to Lake and Volusia counties' Delegations in order to voice support for the Commuter Rail project.
4. The service changes went into effect on December 7th. The changes went smoothly. LYNX' staff were available at all major bus stops to answer questions and provide directions.
5. Two additional Action items have been added to the Board Agenda to address the election of Board Officers and the appointment of a Board representative to the MetroPlan Orlando Board of Directors.

6. Consent Agenda

A. Release Requests for Proposal (RFP)

- i. Authorization to Release a Request For Proposal (RFP) for General Liability and Workers' Compensation Legal Services
- ii. Authorization to Release a Request For Proposal (RFP) for Artistic Painting of LYNX Vehicles

B. Award Contracts

- i. Authorization to Award a Contract to Gillig, LLC for Heavy Duty Transit Buses
- ii. Authorization to Award a Contract(s) for Consultant Team Program (CTP) – General Consulting Services Contract(s) for; Transportation and Financial Planning, Technical Studies, Urban Design and Implementing Geographic Information Systems

C. Extension of Contracts

- i. Authorization to Exercise First Year Option of Contract #06-001 with Akerman Senterfitt for Federal Lobbying Services
- ii. Authorization to Exercise First Year Option of Contract ET #05-002 with EarthTech for Architecture and Engineering General Services

D. Miscellaneous

- i. Authorization to Purchase up to Twenty-five Replacement Buses
- ii. Resolution Authorizing the Appointment of Edward L. Johnson as a Management Trustee to the Amalgamated Transit Union (ATU) Local 1596 Pension Plan
- iii. Authorization to File a Grant Application with the Florida Department of Transportation for FY 2010 Rural Transportation Services and JARC/NFP Projects
- iv. Authorization to Transfer a Retired Vanpool Vehicle to the United States Veterans' Administration
- v. Authorization to Execute a One Year Joint Participation Agreement (JPA) with the Florida Department of Transportation (FDOT) under its Commuter Assistance Grant Program
- vi. Authorization to Transfer Ten LYMMO Buses and Related Components to the State College of Pennsylvania (CATA)
- vii. Approval of the Chief Executive Officer's (CEO) Annual Performance Appraisal

- viii.** Authorization to Issue an IFB for Electrical & Mechanical Improvements to the LYNX Operations Center (LOC)
- ix.** Authorization to Submit Department of Homeland Security (DHS) Transit Security Grant Applications
- x.** FY2009 Amended Capital Budget

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 enter into the FY 2008-2009 Service Funding Agreement with Orange County

The Chairman recognized Bert Francis, Chief Financial Officer, for presentation.

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to enter into the FY 2009 Funding Agreement with Orange County, a regional funding partner, in the amount of \$39,761,235 for local financial assistance and also includes \$250,000 for support of the "CLUB" program and language outlining the requirements for LYNX' bus shelter program.

On September 25, 2008 the Board authorized LYNX staff to enter in an agreement with Orange County that incorporated all three services. Subsequent to this approval, LYNX and Orange County agreed that it would be in the best interest of both parties to establish three separate agreements. Upon approval today, the staffs will work together to separate those agreements.

Motion was made and seconded to approve entering into the FY 2008-2009 Service Funding Agreement with Orange County. The Motion passed unanimously.

B. Appointment of a LYNX Director as LYNX' Representative on the MetroPlan Orlando Board of Governors and Authorize the Chairman to Execute a Resolution of Appointment

The Chairman noted that Commissioner Bill Lane, an immediate past Board Director, was LYNX' representative on the MetroPlan Board. As Commissioner Lane no longer serves as a Director, the Board must appoint a new representative.

Motion was made and seconded to appoint Commissioner Brandon Arrington as LYNX' Representative on the MetroPlan Orlando Board of Governors and authorize the Chairman to Execute a Resolution of Appointment. The Motion passed unanimously.

C. Board of Directors' Officer Nominations and Election

The Chairman recognized Pat Christiansen, LYNX General Counsel, for presentation.

Historically, the LYNX Board selects its slate of Officers at the beginning of the fiscal year. With this being an election year, Seminole and Osceola County Commissions

made their appointments to this Board recently. Nominations are needed for the election of Chairman, Vice Chairman and Secretary for the ensuing fiscal year. Discussion ensued regarding the term for Officers. Mr. Christiansen reported the past practice was to elect Officers to serve a two year term.

Motion was made and seconded to nominate Seminole County Commissioner, Carlton Henley, to serve as Chairman. The Motion passed unanimously.

Motion was made and seconded to nominate City of Orlando Mayor, Buddy Dyer, to serve as Vice Chairman. The Motion passed unanimously.

Motion was made and seconded to nominate Osceola County Commissioner, Brandon Arrington, to serve as Secretary. The Motion passed unanimously.

8. Work Session

A. Update on the City of Orlando Shelter Program

The Chairman recognized Edward Johnson, Chief of Staff, to provide an update.

Over two years ago, the City of Orlando approached LYNX about implementing a bus shelter program within the City's jurisdiction to provide passengers protection from weather while waiting for a connecting bus.

The program is designed for LYNX or a qualified provider to install shelters and recoup the investment and maintenance expenses by selling advertising on the shelters with surplus revenue used to expand transit options within the City's jurisdiction.

In July 2007, the Board authorized LYNX staff to negotiate and enter into an Inter-local Agreement with the City to implement the program. In the subsequent month, the Board authorized the issuance of an RFP to secure a qualified provider to administer the program on behalf of LYNX.

Since the Boards' actions, staff from LYNX and the City have further discussed details of the Agreement and believe the City Council will approve it at its next meeting.

B. Report of the Funding Group Regarding Regional Model and Various Funding Issues

The Chairman recognized Bert Francis, Chief Financial Officer, to provide an update.

On September 25, 2008, the Board directed LYNX staff to create a group consisting of finance professionals from the various funding partners to assess the effectiveness of the LYNX Regional Funding Model and to address other key financial issues such as a proposed level of reserves. The efforts of the group would result in identifying potential solutions to funding issues that arose during preparation of the FY 2009 Operating and Capital Budgets.

9. Other Business

The Chairman asked Mayor Dyer to provide an update on the Commuter Rail Commission.

Mayor Dyer reported that the project has broad community support, the support of the Florida Senate leadership as well as various appointed Committee Chairmen whose Committees the legislation would likely be heard, and Governor Crist recently stated he would like to see the rail project move forward.

Mayor Dyer asked Chairman Henley to provide an update on the Florida Urban Transportation Coalition.

After the last Legislative session, a state-wide group was organized and met to discuss transportation projects underway or planned, critical regional issues, and priorities. At the conclusion of the meeting, the group supported projects including:

- 1) protect transportation trust funds
- 2) commuter rail
- 3) rental car surcharge
- 4) funding for Road Ranger program

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

9. Monthly Reports

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

Meeting adjourned at 11:33 p.m.

Consent Agenda Item #6.A. i

To: LYNX Board of Directors

From: **Edward Johnson**
CHIEF OF STAFF
Belinda Balleras
(Technical Contact)
Rich Bannon
(Technical Contact)
Jeff Reine
(Technical Contact)

Phone: 407.841.2279 ext: 6058

Item Name: **Extension of Contracts**
Authorization to Execute Second Year Option of Contract #07-001
Barracuda Building Corporation, for Installation of Passenger Amenities

Date: 1/22/2009

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to exercise the second option year to Contract #07-001 Barracuda Building Corporation, for the installation of LYNX Passenger Shelters and Amenities.

BACKGROUND:

The Board approved the award of Contract #07-001 in February 2007 to Barracuda Building Corporation, for an initial term of one year, in an amount "Not to Exceed" \$211,217, based on initial quantities established during the initial first year of anticipated installations. Per the IFB, the quantities are not guaranteed or binding upon LYNX.

LYNX shall have the option to extend the Contract for four yearly options, based on the "as bid" prices, subject to price/cost analyses for any request for adjustments in unit pricing. Contract #07-001 covers the tasks of site demolition and preparation, traffic control, ground work, installation of concrete pads and installation of passenger shelters with associated site hardware. Prices are set as unit costs for each piece of work to be performed. LYNX will issue separate work orders for batches of site installations throughout the term of the contract.

LYNX has utilized the services of Barracuda Building Corporation for the installation and removal of passenger shelters and associated amenities since 2003. By the end of FY 2009, we

anticipate the total number of fully installed shelters to be sixty to eighty. Barracuda continues to meet LYNX work order schedules and has performed satisfactorily in accordance with the terms of the contract. During this time, Barracuda has provided LYNX quality installations that are within budget and within the schedules provided by the contractor. Barracuda has been able to respond to LYNX requests for quick turn around on high profile shelter installations and removals.

FISCALIMPACT:

The estimated cost for sixty shelters is included in the FY2009 Amended Capital Budget adopted by the LYNX Board at their December 11, 2008 meeting. The costs for installations will vary depending upon the size and location of the shelters to be installed. LYNX will negotiate and issue separate work orders for batches of site installations throughout the term of the contract extension. The estimated cost for the second year option is \$840,000.

Consent Agenda Item #6.B. i

To: LYNX Board of Directors

From: Bert Francis
CHIEF FINANCIAL OFFICER
Rich Bannon
(Technical Contact)

Phone: 407.841.2279 ext: 6047

Item Name: Miscellaneous
Consideration of Approval of Revisions to Administrative Rule #5

Date: 1/22/2009

ACTION REQUESTED:

Staff is requesting the Board of Directors' to approve the revisions to Administrative Rule #5 – Code of Ethics to include Section 5.1.14, “Award and Administration of Contracts involving Federal Funds” and Form 8B - *Memorandum of Voting Conflict for County, Municipal and Other Local Public Officers*.

BACKGROUND:

At the December 2008 Audit Committee, LYNX CFO, Bert Francis, presented a proposed revision to Administrative Rule #5 as a result of the recent procurement review, that extended the standards of conduct to partners, Board members, and family members. Also at that meeting, Pat Christiansen, LYNX General Counsel, presented *Form 8B – Memorandum of Voting Conflict for County, Municipal, and other Local Public Officers* indicating that Section 112 of the Florida Statutes requires elected or appointed officials must immediately declare a voting conflict if it arises and the aforementioned form must be completed. Administrative Rule #5 - Code of Ethics had no reference to voting conflicts, therefore, the rule is being revised and Form 8B will be attached.

FISCAL IMPACT:

There is no fiscal impact to the revision of Administrative Rule #5 – Code of Ethics.

ADMINISTRATIVE RULE 5 CODE OF ETHICS

DATE: January 22, 2009 (NOTE: This Rule was modified and amended by the Governing Board at this Governing Meeting.)

SCOPE:

This Administrative Rule shall apply to all officers, managers, employees, or agents of the Authority and Members of the ~~Governing~~ Board.

AUTHORITY:

Authority for the establishment of this Administrative Rule is as follows:

Part II, Chapter 343, Florida Statutes

Rule 5: Code of Ethics

Section 5.1. ~~Section 5.1.~~ Code of Ethics. The State of Florida has adopted a Code of Ethics for Public Officers and Employees found in Part III of Chapter 112, Florida Statutes. The Authority has elected to apply certain provisions of the State Code of Ethics to its Members, officers and employees. The declared policy of this law is to prohibit any Member, officer or employee from having any interest in, or engaging in, any obligation “which is in substantial conflict with the proper discharge of his duties in the public interest” § 112.311, Fla. Stat (2005). All Members, officers and employees of the Authority shall familiarize themselves with and comply with all applicable provisions of Part III of Chapter 112, Florida Statutes, which includes language prohibiting any Member, officer or employee of the Authority from:

- i. using or attempting to use his or her official position to secure special privileges or exemptions for himself/herself, or others;
- ii. accepting employment or engaging in any business or professional activity which might reasonably be expected to require or induce the disclosure of confidential information acquired by the Member, officer or employee by reason of official position;
- iii. disclosing to others, or using for personal benefit, any confidential information gained by reason of official position;
- iv. accepting other employment which might impair the independence or judgment of the Member, officer or employee in the performance of public duty; receiving any compensation for official services to the Authority from any source other than the Authority, or when such compensation is offered to influence a vote or other action of the officer or employee;

- v. transacting any business in an official capacity with any other business entity of which the Member, officer or employee is an officer, director, agent, member or owns a controlling interest; and
- vi. having personal investments in any enterprise, which will create a substantial conflict between private interests and the public interest.

Part III of Chapter 112, Florida Statutes, also mandates that certain specific Members, officers and employees comply with financial disclosure and gift reporting requirements. The Authority shall maintain current lists of reporting individuals as required by State law. This Section provides additional requirements to assure the ethical conduct of Members, officers and employees of the Authority, and shall be, wherever possible, construed as supplemental to Part III of Chapter 112, Florida Statutes.

5.1.1 ——— ~~5.1.1~~ General Standards of Conduct. This Rule prescribes standards of ethical conduct for all Members, officers and employees of the Authority, and is intended to require that each and every such individual avoid any action, whether or not specifically prohibited, which might result in or create the appearance of:

- i. using public office for private gain;
- ii. offering preferential treatment to any Person;
- iii. impeding the Authority's efficiency or economy;
- iv. compromising complete independence or impartiality;
- v. making an Authority decision outside of official channels;
- vi. affecting adversely the confidence of the public in the integrity of the Authority;
or
- vii. receiving compensation from any sources other than the Authority for performing official duties or any work performed on behalf of or in connection with official Authority business.

5.1.2 ——— ~~5.1.2~~ Outside Business or Employment. No officer or employee of the Authority shall accept outside employment or engage in any private business if such outside employment or private business would interfere with the normal conduct of the his or her position or office. No officer or employee shall engage in outside business or employment, unless written approval is first obtained from the Chief Executive Officer. Any such request shall state the potential employer's or business' name and address, and shall describe with particularity the employee's prospective duties or participation and the anticipated hours of employment or activity that would be associated with that business or employment. This request shall be submitted to the employee's immediate supervisor and then forwarded to the Chief Executive Officer's office via the employee's chain of command, with recommendations for approval or

disapproval noted by each level of the chain of command. No Member, officer or employee shall personally, or through a business, in which he or she owns a Material Interest, provide goods or other services to the Authority for compensation.

5.1.3 ———— ~~5.1.3~~ Former Officers and Employees. No former Member, officer or employee of the Authority shall personally represent another Person or entity for compensation before the Governing Board or the Authority (within meaning of Section 112.313(13), Florida Statutes, or any successor provision thereof), except for the purpose of collective bargaining, until the expiration of a period of two (2) years following the vacation of office or termination of employment of such Member, officer or employee. This rule shall be strictly construed to prohibit former employees from acting as paid lobbyists engaged for the sole purpose of influencing the Authority. It shall not prohibit a former employee from participating in a contract, or a bid or proposal for the award of a contract, to provide services to the Authority within the former employee's professional expertise.

5.1.4 ———— ~~5.1.4~~ Employment of Relatives. If the Chief Executive Officer determines that an emergency, as defined in Section 252.34(3) of Florida Statutes, exists, the Executive Director may authorize, to the extent necessary to address and cope with such emergency, the temporary employment of individuals whose employment would otherwise be prohibited by Section 112.3135 of Florida Statutes.

5.1.5 ———— ~~5.1.5~~ Influencing of Votes. No Member, officer or employee of the Authority shall, directly or indirectly, give or promise any Person any office, public employment, benefit or anything of value for the purpose of influencing or obtaining the political aid or vote of such Person or Persons.

5.1.6 ———— ~~5.1.6~~ Gratuities. No Member, officer or employee shall solicit directly or indirectly any Gratuity regardless of value from any Person. Provided, however, a Member, officer or employee may solicit or accept a Gratuity from a Relative or a personal friend who has no business interest or dealing with the Member, officer or employee in their official capacity. No Member, officer or employee shall accept directly or indirectly any Gratuity, regardless of value, which is offered based upon any understanding, or under circumstances that would reasonably suggest, that the vote, official action, or judgment of the Member, officer or employee would be influenced thereby. No Member, officer or employee may knowingly accept a Gratuity valued in excess of the limits set forth in Florida Statutes from any Person (other than a Relative) or business with whom the Authority previously had, currently has, or in the foreseeable future may have, a business relationship, or with respect to whom the Member, officer or employee previously or currently makes, or may in the foreseeable future make, decisions affecting such Person's business, property or personal interests.

Notwithstanding the forgoing, Members, officers and employees may accept Gratuities under the following circumstances:

- i. when tendered to a Member, officer or employee by a Relative;

- ii. when tendered to a Member, officer or employee on an appropriate gift-giving occasion (e.g. Christmas, birthday) when the circumstance clearly indicate motivating interests other than the business connection of the Member, officer or employee and the value is less than the limits set forth in Florida Statutes;
- iii. when tendered to a Member, officer or employee by a personal friend who has no business interest or dealings with such individual in his or her official capacity;
- iv. when consisting solely of a meal and incidental entertainment offered on an occasional or sporadic basis in a professional or social event when the value is less than the limits provided in Florida Statutes;
- v. campaign contributions otherwise disclosed on appropriate state forms;
- vi. a Gratuity offered to the Authority and accepted on behalf of the Authority, with said Gratuity to remain the property of the Authority; and
- vii. admission to events to which a Member, officer or employee is invited in his or her official representative capacity, and the value is less than the limits set forth in Florida Statutes.

5.1.7 ~~5.1.7~~ Confidentiality of Information. No Member, officer or employee shall furnish to anyone any information, other than public information, that was obtained as a result of his or her relationship with the Authority, for the purpose of gaining personal advantage for himself/herself or another. This Section shall not be construed to limit, hinder or prevent the divulgence or use of information in the performance of official duties, but shall prohibit the use of or providing of information that would place the Member, officer or employee, or the recipient of the information, in a vantage position over the general public, and thereby constitute a violation of public trust.

5.1.8 ~~5.1.8~~ Coercion. No Member, officer or employee shall use, or permit a Relative to use, the official status of such Member, officer or employee to coerce or give the appearance of coercing a Person to provide benefit to himself/herself, or another Person.

5.1.9 ~~5.1.9~~ Interest in Contracts with Authority. No Member, officer or employee shall be directly or indirectly employed by any Person nor be interested, directly or indirectly, with any Person having, or proposing to have, any contractual relation with or rendering, or proposing to render for any consideration, services to the Authority, when the approval, concurrence, decision, recommendation or advice of the Member, officer or employee shall be sought, obtained or required in connection with such contract or service. No Person having, or proposing to have, any contractual relationship with, or rendering, or proposing to render, for any consideration, services to the Authority, shall employ or have as an interested party, directly or indirectly, any Member, officer or employee, when the approval, concurrence, decision, recommendation or advice of such Member, officer or employee shall be sought, obtained or required in connection with such contract or service.

5.1.10 ———— ~~5.1.10~~ Use of Authority Assets. Unless specifically permitted by Authority policy or written approval of the Chief Executive Officer, the use of Authority facilities, equipment, vehicles, supplies, on-duty personnel or other goods or services is limited to Authority business; they may not be used for private or personal purposes except on the same basis that they are otherwise normally available to the public. Normal rental or usage fees may not be waived except in accordance with Authority policy or with written approval of the Chief Executive Officer.

5.1.11 ———— ~~5.1.11~~ Bona Fide Business Transactions. This Section shall not be construed to prevent a Member, officer or employee from entering into a bona fide business transaction for the services of or purchase of goods or materials from a Person doing business with the Authority when no special benefit not otherwise available to other patrons of the Person is accorded or sought by the Member, officer or employee.

5.1.12 ———— ~~5.1.12~~ Form of Certification. Each Member shall execute a “Certification of Code of Conduct” substantially in the form attached hereto as Exhibit “B-1A”. Each officer and employee shall execute a “Certification of Code of Conduct” substantially in the form attached hereto as Exhibit “B-1B”.

5.1.13 ———— ~~5.1.13~~ Penalties. In addition to the penalties available under Part III of Chapter 112, Florida Statutes, for violation of the provisions thereof, (1) any Member found to have violated any provision of this Section may be subject to sanction or disciplinary action by the Governing Board, and (2) any officer or employee found to have violated any provision of this Section may be subject to disciplinary action by the Governing Board or the Chief Executive Officer, including immediate dismissal. Any contractor, supplier or vendor found to have violated any provision of this Section may be barred from participating in procurement procedures of the Authority in accordance with these Administrative Rules, and any contract then in effect with such contractor, supplier or vendor may be terminated immediately by the Chief Executive Officer.

(The following Section 5.1.14 was added by the LYNX Board of Directors at its meeting on January 22, 2009)

5.1.14 Award and Administration of Contracts Involving Federal Funds. Notwithstanding anything to the contrary set forth herein, no employee, officer, agent, immediate family member, or Board member of the Authority shall participate in the selection, award, or administration of a contract supported by FTA funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when any of the following has a financial or other interest in the Person selected for award:

- i. the employee, officer, agent, or Board member;
- ii. any member of his/her immediate family;
- iii. his or her partner; or

- iv. an organization that employs, or is about to employ, any of the above.

(The following Section 5.1.15 was added by the LYNX Board of Directors at its meeting on January 22, 2009)

5.1.15 Form For Disclosing Conflict of Interest. In the event any Member of the Board is presented with a voting conflict of interest under Section 112.3143, Florida Statutes, that person in accordance with said Section must abstain from voting on such a matter (but may participate in the discussion of such a matter) by first disclosing said conflict. In addition, said Member must complete and file with the Secretary of the Board the Form 8B in the form attached hereto before making any attempt to influence the decision.

ADMINISTRATIVE RULE 5 CODE OF ETHICS

DATE: **January 22, 2009** (**NOTE:** This Rule was modified and amended by the Governing Board at this Governing Meeting.)

SCOPE:

This Administrative Rule shall apply to all officers, managers, employees, or agents of the Authority and Members of the Board.

AUTHORITY:

Authority for the establishment of this Administrative Rule is as follows:

Part II, Chapter 343, Florida Statutes

Rule 5: Code of Ethics

Section 5.1. Code of Ethics. The State of Florida has adopted a Code of Ethics for Public Officers and Employees found in Part III of Chapter 112, Florida Statutes. The Authority has elected to apply certain provisions of the State Code of Ethics to its Members, officers and employees. The declared policy of this law is to prohibit any Member, officer or employee from having any interest in, or engaging in, any obligation “which is in substantial conflict with the proper discharge of his duties in the public interest” § 112.311, Fla. Stat (2005). All Members, officers and employees of the Authority shall familiarize themselves with and comply with all applicable provisions of Part III of Chapter 112, Florida Statutes, which includes language prohibiting any Member, officer or employee of the Authority from:

- i. using or attempting to use his or her official position to secure special privileges or exemptions for himself/herself, or others;
- ii. accepting employment or engaging in any business or professional activity which might reasonably be expected to require or induce the disclosure of confidential information acquired by the Member, officer or employee by reason of official position;
- iii. disclosing to others, or using for personal benefit, any confidential information gained by reason of official position;
- iv. accepting other employment which might impair the independence or judgment of the Member, officer or employee in the performance of public duty; receiving any compensation for official services to the Authority from any source other than the Authority, or when such compensation is offered to influence a vote or other action of the officer or employee;

- v. transacting any business in an official capacity with any other business entity of which the Member, officer or employee is an officer, director, agent, member or owns a controlling interest; and
- vi. having personal investments in any enterprise, which will create a substantial conflict between private interests and the public interest.

Part III of Chapter 112, Florida Statutes, also mandates that certain specific Members, officers and employees comply with financial disclosure and gift reporting requirements. The Authority shall maintain current lists of reporting individuals as required by State law. This Section provides additional requirements to assure the ethical conduct of Members, officers and employees of the Authority, and shall be, wherever possible, construed as supplemental to Part III of Chapter 112, Florida Statutes.

5.1.1 General Standards of Conduct. This Rule prescribes standards of ethical conduct for all Members, officers and employees of the Authority, and is intended to require that each and every such individual avoid any action, whether or not specifically prohibited, which might result in or create the appearance of:

- i. using public office for private gain;
- ii. offering preferential treatment to any Person;
- iii. impeding the Authority's efficiency or economy;
- iv. compromising complete independence or impartiality;
- v. making an Authority decision outside of official channels;
- vi. affecting adversely the confidence of the public in the integrity of the Authority;
or
- vii. receiving compensation from any sources other than the Authority for performing official duties or any work performed on behalf of or in connection with official Authority business.

5.1.2 Outside Business or Employment. No officer or employee of the Authority shall accept outside employment or engage in any private business if such outside employment or private business would interfere with the normal conduct of the his or her position or office. No officer or employee shall engage in outside business or employment, unless written approval is first obtained from the Chief Executive Officer. Any such request shall state the potential employer's or business' name and address, and shall describe with particularity the employee's prospective duties or participation and the anticipated hours of employment or activity that would be associated with that business or employment. This request shall be submitted to the employee's immediate supervisor and then forwarded to the Chief Executive Officer's office via the employee's chain of command, with recommendations for approval or disapproval noted by each level of the chain of command. No Member, officer or employee shall personally, or

through a business, in which he or she owns a Material Interest, provide goods or other services to the Authority for compensation.

5.1.3 Former Officers and Employees. No former Member, officer or employee of the Authority shall personally represent another Person or entity for compensation before the Governing Board or the Authority (within meaning of Section 112.313(13), Florida Statutes, or any successor provision thereof), except for the purpose of collective bargaining, until the expiration of a period of two (2) years following the vacation of office or termination of employment of such Member, officer or employee. This rule shall be strictly construed to prohibit former employees from acting as paid lobbyists engaged for the sole purpose of influencing the Authority. It shall not prohibit a former employee from participating in a contract, or a bid or proposal for the award of a contract, to provide services to the Authority within the former employee's professional expertise.

5.1.4 Employment of Relatives. If the Chief Executive Officer determines that an emergency, as defined in Section 252.34(3) of Florida Statutes, exists, the Executive Director may authorize, to the extent necessary to address and cope with such emergency, the temporary employment of individuals whose employment would otherwise be prohibited by Section 112.3135 of Florida Statutes.

5.1.5 Influencing of Votes. No Member, officer or employee of the Authority shall, directly or indirectly, give or promise any Person any office, public employment, benefit or anything of value for the purpose of influencing or obtaining the political aid or vote of such Person or Persons.

5.1.6 Gratuities. No Member, officer or employee shall solicit directly or indirectly any Gratuity regardless of value from any Person. Provided, however, a Member, officer or employee may solicit or accept a Gratuity from a Relative or a personal friend who has no business interest or dealing with the Member, officer or employee in their official capacity. No Member, officer or employee shall accept directly or indirectly any Gratuity, regardless of value, which is offered based upon any understanding, or under circumstances that would reasonably suggest, that the vote, official action, or judgment of the Member, officer or employee would be influenced thereby. No Member, officer or employee may knowingly accept a Gratuity valued in excess of the limits set forth in Florida Statutes from any Person (other than a Relative) or business with whom the Authority previously had, currently has, or in the foreseeable future may have, a business relationship, or with respect to whom the Member, officer or employee previously or currently makes, or may in the foreseeable future make, decisions affecting such Person's business, property or personal interests.

Notwithstanding the forgoing, Members, officers and employees may accept Gratuities under the following circumstances:

- i. when tendered to a Member, officer or employee by a Relative;

- ii. when tendered to a Member, officer or employee on an appropriate gift-giving occasion (e.g. Christmas, birthday) when the circumstance clearly indicate motivating interests other than the business connection of the Member, officer or employee and the value is less than the limits set forth in Florida Statutes;
- iii. when tendered to a Member, officer or employee by a personal friend who has no business interest or dealings with such individual in his or her official capacity;
- iv. when consisting solely of a meal and incidental entertainment offered on an occasional or sporadic basis in a professional or social event when the value is less than the limits provided in Florida Statutes;
- v. campaign contributions otherwise disclosed on appropriate state forms;
- vi. a Gratuity offered to the Authority and accepted on behalf of the Authority, with said Gratuity to remain the property of the Authority; and
- vii. admission to events to which a Member, officer or employee is invited in his or her official representative capacity, and the value is less than the limits set forth in Florida Statutes.

5.1.7 Confidentiality of Information. No Member, officer or employee shall furnish to anyone any information, other than public information, that was obtained as a result of his or her relationship with the Authority, for the purpose of gaining personal advantage for himself/herself or another. This Section shall not be construed to limit, hinder or prevent the divulgence or use of information in the performance of official duties, but shall prohibit the use of or providing of information that would place the Member, officer or employee, or the recipient of the information, in a vantage position over the general public, and thereby constitute a violation of public trust.

5.1.8 Coercion. No Member, officer or employee shall use, or permit a Relative to use, the official status of such Member, officer or employee to coerce or give the appearance of coercing a Person to provide benefit to himself/herself, or another Person.

5.1.9 Interest in Contracts with Authority. No Member, officer or employee shall be directly or indirectly employed by any Person nor be interested, directly or indirectly, with any Person having, or proposing to have, any contractual relation with or rendering, or proposing to render for any consideration, services to the Authority, when the approval, concurrence, decision, recommendation or advice of the Member, officer or employee shall be sought, obtained or required in connection with such contract or service. No Person having, or proposing to have, any contractual relationship with, or rendering, or proposing to render, for any consideration, services to the Authority, shall employ or have as an interested party, directly or indirectly, any Member, officer or employee, when the approval, concurrence, decision, recommendation or advice of such Member, officer or employee shall be sought, obtained or required in connection with such contract or service.

5.1.10 Use of Authority Assets. Unless specifically permitted by Authority policy or written approval of the Chief Executive Officer, the use of Authority facilities, equipment, vehicles, supplies, on-duty personnel or other goods or services is limited to Authority business; they may not be used for private or personal purposes except on the same basis that they are otherwise normally available to the public. Normal rental or usage fees may not be waived except in accordance with Authority policy or with written approval of the Chief Executive Officer.

5.1.11 Bona Fide Business Transactions. This Section shall not be construed to prevent a Member, officer or employee from entering into a bona fide business transaction for the services of or purchase of goods or materials from a Person doing business with the Authority when no special benefit not otherwise available to other patrons of the Person is accorded or sought by the Member, officer or employee.

5.1.12 Form of Certification. Each Member shall execute a "Certification of Code of Conduct" substantially in the form attached hereto as Exhibit "B-1A". Each officer and employee shall execute a "Certification of Code of Conduct" substantially in the form attached hereto as Exhibit "B-1B".

5.1.13 Penalties. In addition to the penalties available under Part III of Chapter 112, Florida Statutes, for violation of the provisions thereof, (1) any Member found to have violated any provision of this Section may be subject to sanction or disciplinary action by the Governing Board, and (2) any officer or employee found to have violated any provision of this Section may be subject to disciplinary action by the Governing Board or the Chief Executive Officer, including immediate dismissal. Any contractor, supplier or vendor found to have violated any provision of this Section may be barred from participating in procurement procedures of the Authority in accordance with these Administrative Rules, and any contract then in effect with such contractor, supplier or vendor may be terminated immediately by the Chief Executive Officer.

(The following Section 5.1.14 was added by the LYNX Board of Directors at its meeting on January 22, 2009)

5.1.14 Award and Administration of Contracts involving Federal Funds. Notwithstanding anything to the contrary set forth herein, no employee, officer, agent, immediate family member, or Board member of the Authority shall participate in the selection, award, or administration of a contract supported by FTA funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when any of the following has a financial or other interest in the Person selected for award:

- i. the employee, officer, agent, or Board member;
- ii. any member of his/her immediate family;
- iii. his or her partner; or
- iv. an organization that employs, or is about to employ, any of the above.

(The following Section 5.1.15 was added by the LYNX Board of Directors at its meeting on January 22, 2009)

5.1.15 Form For Disclosing Conflict of Interest. In the event any Member of the Board is presented with a voting conflict of interest under Section 112.3143, Florida Statutes, that person in accordance with said Section must abstain from voting on such a matter (but may participate in the discussion of such a matter) by first disclosing said conflict. In addition, said Member must complete and file with the Secretary of the Board the Form 8B in the form attached hereto before making any attempt to influence the decision.

FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS

LAST NAME—FIRST NAME—MIDDLE NAME		NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE	
MAILING ADDRESS		THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF:	
CITY	COUNTY	<input type="checkbox"/> CITY <input type="checkbox"/> COUNTY <input type="checkbox"/> OTHER LOCAL AGENCY	
DATE ON WHICH VOTE OCCURRED		NAME OF POLITICAL SUBDIVISION:	
		MY POSITION IS: <input type="checkbox"/> ELECTIVE <input type="checkbox"/> APPOINTEE	

WHO MUST FILE FORM 8B

This form is for use by any person serving at the county, city, or other local level of government on an appointed or elected board, council, commission, authority, or committee. It applies equally to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes.

Your responsibilities under the law when faced with voting on a measure in which you have a conflict of interest will vary greatly depending on whether you hold an elective or appointive position. For this reason, please pay close attention to the instructions on this form before completing the reverse side and filing the form.

INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

A person holding elective or appointive county, municipal, or other local public office **MUST ABSTAIN** from voting on a measure which inures to his or her special private gain or loss. Each elected or appointed local officer also is prohibited from knowingly voting on a measure which inures to the special gain or loss of a principal (other than a government agency) by whom he or she is retained (including the parent organization or subsidiary of a corporate principal by which he or she is retained); to the special private gain or loss of a relative; or to the special private gain or loss of a business associate. Commissioners of community redevelopment agencies under Sec. 163.356 or 163.357, F.S., and officers of independent special tax districts elected on a one-acre, one-vote basis are not prohibited from voting in that capacity.

For purposes of this law, a "relative" includes only the officer's father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A "business associate" means any person or entity engaged in or carrying on a business enterprise with the officer as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

ELECTED OFFICERS:

In addition to abstaining from voting in the situations described above, you must disclose the conflict:

PRIOR TO THE VOTE BEING TAKEN by publicly stating to the assembly the nature of your interest in the measure on which you are abstaining from voting; *and*

WITHIN 15 DAYS AFTER THE VOTE OCCURS by completing and filing this form with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

APPOINTED OFFICERS:

Although you must abstain from voting in the situations described above, you otherwise may participate in these matters. However, you must disclose the nature of the conflict before making any attempt to influence the decision, whether orally or in writing and whether made by you or at your direction.

IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:

- You must complete and file this form (before making any attempt to influence the decision) with the person responsible for recording the minutes of the meeting, who will incorporate the form in the minutes. (Continued on other side)

APPOINTED OFFICERS (continued)

- A copy of the form must be provided immediately to the other members of the agency.
- The form must be read publicly at the next meeting after the form is filed.

IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:

- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, _____, hereby disclose that on _____, 20 _____:

(a) A measure came or will come before my agency which (check one)

- ☐ inured to my special private gain or loss;
- ☐ inured to the special gain or loss of my business associate, _____;
- ☐ inured to the special gain or loss of my relative, _____;
- ☐ inured to the special gain or loss of _____, by
whom I am retained; or
- ☐ inured to the special gain or loss of _____, which
is the parent organization or subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

Date Filed

Signature

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.

Consent Agenda Item #6.B. ii

To: LYNX Board of Directors

From: Edward Johnson
CHIEF OF STAFF
Belinda Balleras
(Technical Contact)
Jeff Reine
(Technical Contact)

Phone: 407.841.2279 ext: 6058

Item Name: Miscellaneous
Authorization to Execute a Shelter and Amenities Inter-local Agreement
with the City of Winter Park

Date: 1/22/2009

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to enter into an Inter-local Agreement with the City of Winter Park for the purpose of the City providing certain capital and maintenance expenses in exchange for LYNX purchasing and installing a specific Winter Park-designed shelter.

BACKGROUND:

As part of the Amenities Capital Program, LYNX staff has been successfully partnering with private partners (ex. Sea-World), developers (ex. Lowes and SODO) and other government agencies to help address the installation and maintenance of shelters.

Staff has been working with the City of Winter Park and started the process of negotiations with private property owners to install approximately 6 shelters along the Link 102. The locations will be in two major areas along the 102 within the City: Orange Avenue and also in the area surrounding Winter Park Village. The design agreed upon by Winter Park is planned to be used along US 17/92 as well. The City has taken the initiative and installed the first shelter on New York Avenue at the Winter Park Farmers' Market.

On December 8, 2008, the City of Winter Park Commission adopted the Inter-local Agreement approved by both the City and LYNX legal counsel. As part of this agreement, LYNX agrees to

make provisions for the initial installation of 6 shelters within the City limits of Winter Park. The locations of the shelters are specifically outlined in the agreement and are associated with the new Link 102. As part of this agreement and in exchange for the installation of the bus shelters, the City has waived ownership rights to the shelter design with the exception of the scroll work on the shelter. In addition, the City agreed to be responsible for the maintenance (this is to include routine maintenance and trash removal) and will also install the ancillary amenities associated with the shelters, including the benches and trash cans.

Attached is the adopted Inter-local Agreement approved by both the City and LYNX legal counsel.

FISCAL IMPACT:

The shelters to be installed in Winter Park are included in the FY 2009 adopted Capital Budget. The cost for the shelters and installations are estimated at \$153,500.

This partnership with the City of Winter Park for on-going routine maintenance and trash removal and provision for ancillary amenities will be at no cost to LYNX and will alleviate some of the challenges of shelter maintenance within the service area.

INTERLOCAL AGREEMENT

(Pursuant to the Florida Interlocal Cooperation Act of 1969, Part I, Chapter 163, Florida Statutes)

By and between

City of Winter Park, Florida,

and

Central Florida Regional Transportation Authority (d/b/a LYNX)

**Relating to the Placement of Transit Shelters (Without Advertising)
Within the Limits of the City of Winter Park**

_____, 2008

Regular Meeting of _____, 2008
Winter Park City Commission
December *8*

Central Florida Regional Transportation Authority Governing Board
Regular Meeting of _____, 2008

THIS DOCUMENT PREPARED BY:

Patrick T. Christiansen, Esq.
Fla. Bar No. 0146230
General Counsel

Akerman Senterfitt
CNL Tower II, Suite 1200
420 S. Orange Ave.
Orlando, Florida 32801-4904
(407) 419-8545

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THIS INTERLOCAL AGREEMENT (the "**Agreement**"), made and entered into this _____ day of _____, 2008, by and between:

CITY OF WINTER PARK, FLORIDA, a Florida municipal corporation duly created, organized, and existing under, and by virtue of, the laws of the State of Florida, and having its principal place of business at Winter Park City Hall, 400 S. Park Ave., Winter Park, Florida 32789 (the "**City**"),

and

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY, d/b/a LYNX, a Florida body politic and corporate, duly created, organized, and existing under, and by virtue of, Part II, Chapter 343, Florida Statutes, and having its principal place of business at Lynx Central Station, 455 N. Garland Ave., Orlando, Florida 32801 (the "**Authority**").

WITNESSETH

WHEREAS, as provided by Article VIII, section 2(b) of the Constitution of the State of Florida, and section 166.021(1), Florida Statutes, the City, a Florida municipal corporation, enjoys all governmental, corporate, and proprietary powers necessary to conduct municipal government, perform municipal functions, and render municipal services, and may exercise any power for municipal purposes, except as expressly prohibited by law; and

WHEREAS, the Authority was created and established by Part II, Chapter 343, Florida Statutes, for the purpose of governing and operating a public transportation system and public transportation facilities in Seminole, Orange, and Osceola Counties, and may exercise all powers necessary, appurtenant, convenient, or incidental to the carrying out of said purpose; and

WHEREAS, this Agreement is made and entered into by the City and the Authority pursuant to the Florida Interlocal Cooperation Act of 1969, Part I, Chapter 163, Florida Statutes, the purpose of which is "to permit local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities"; and

WHEREAS, the City Commission of the City of Winter Park, Florida (the "**City Commission**"), hereby finds and declares that due to increasing automobile congestion and continued population and employment growth in the City, it is beneficial for the City and the Authority to assist each other in the development, operation, and maintenance of a convenient, efficient, safe, and comfortable bus transit system; and

WHEREAS, section 337.408(1), Florida Statutes, provides in part that "transit shelters, including advertising displayed on benches or transit shelters, may be installed within the right-of-way limits of any municipal, county, or state road, except a limited access highway; provided that such benches or transit shelters are for the comfort or convenience of the general public, or at designated stops on official bus routes."; and

WHEREAS, the Transit Shelters, as hereinafter defined, and as provided pursuant to this Agreement, are for the comfort and convenience of the general public, and, pursuant to this Agreement, such Transit Shelters will be constructed and installed by the Authority (but maintained by the City pursuant to the terms of this Agreement) only at designated stops on official fixed route bus stops as approved by the City in advance, which designated stops are more particularly described on Exhibit "A," attached hereto and incorporated herein by reference; and

WHEREAS, recognizing that section 337.408(1), Florida Statutes, also requires that "written authorization [be] given to a qualified private supplier of such service by the municipal government within whose incorporated limits such benches or transit shelters are installed", the City Commission hereby declares its intent that this Agreement shall constitute such "written authorization" for the purposes of section 337.408(1), Florida Statutes, if the Authority selects a qualified private supplier approved in advance by the City to construct and install the Transit Shelters solely at the locations described on Exhibit "A" in accordance with the terms and conditions of this Agreement; and

WHEREAS, the City Commission hereby finds and declares that a convenient, efficient, safe and comfortable bus transit system offers a practicable and sensible transportation alternative to private automobile travel within the jurisdictional boundaries of the City; and

WHEREAS, pursuant to Title XXVI, Florida Statutes, and other law of the State of Florida, the City enjoys certain governmental, corporate, and proprietary powers in relation to certain public roadways and rights-of-way within the jurisdictional boundaries of the City, and the City desires to grant a license to the Authority under the terms and conditions of this Agreement, and Authority desires to accept said license under the terms and conditions of this Agreement, for the purpose of the Authority constructing and installing, or causing to have constructed or installed, the Transit Shelters, as defined and described more fully hereinafter, solely at the locations described on Exhibit "A" which are in the jurisdictional boundaries of the City; and

WHEREAS, it is the purpose and intent of this Agreement to provide for the cost-efficient construction, installation and operation of the Transit Shelters at the locations described on Exhibit "A" within the City of Winter Park so that the transit-going public is provided with a more comfortable and convenient transit experience; and

WHEREAS, the Transit Shelters shall be maintained and repaired by the City pursuant to the terms and conditions of this Agreement; and

WHEREAS, the City Commission hereby finds and declares that this Agreement promotes a valid and important public purpose and is in the best interest of the public health, safety, and welfare of the citizens of the City of Winter Park; and

NOW, THEREFORE, in consideration of the promises and covenants contained herein, and other good and valuable consideration, each to the other provided, the receipt and sufficiency of which is hereby acknowledged, the City and the Authority agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are hereby incorporated into and made a part of this Agreement as if fully set forth hereinafter.

2. **Definitions.** For the purposes of this Agreement the following terms, phrases, words and their derivations shall have the meaning contained hereinafter, except where the context clearly requires otherwise.

2.1. **"Agreement"** means this Interlocal Agreement, as may be amended from time to time, by and between the City and the Authority, including all incorporated attachments and exhibits.

2.2. **"Ancillary Facilities"** shall mean the benches, trash cans, bike racks, and Plaques (as defined in Section 9 of this Agreement) located at the Transit Shelter Sites.

2.3. **"Authority"** means the Central Florida Regional Transportation Authority, d/b/a Lynx, a Florida body politic and corporate, duly created, organized, and existing under, and by virtue of, Part II, Chapter 343, Florida Statutes.

2.4. **"City"** means the City of Winter Park, Florida, a Florida municipal corporation duly created, organized, and existing under, and by virtue of, the laws of the State of Florida.

2.5. **"City Right-of-Way"** means land in which the City owns the fee or has an easement devoted to or required for use as a transportation facility within the geographic boundaries of the City; provided, however, the City makes no representations or warranties to the Authority as to any land purporting to be within City Right-of-Way.

2.6. **"Qualified Private Supplier"** means any person or firm (or persons or firms) retained by the Authority and approved in advance by the City to provide goods and services related to the construction or installation of the Transit Shelters in the City of Winter Park, Florida, all in accordance with this Agreement.

2.7. **"Transit Shelter"** means a small, roofed structure, having from one (1) to three (3) walls, located at a Transit Shelter Site and designed primarily for the protection and comfort of bus transit passengers.

2.8. **"Transit Shelter Site"** means a specified location designated by the City and the Authority for the location of a Transit Shelter, which locations are specifically described on **Exhibit "A"** attached hereto and incorporated herein by reference. For the purposes of this Agreement and notwithstanding anything herein to the contrary, no advertising, including, without limitation, advertising of a commercial or non-commercial nature, shall be permitted on, affixed to, attached to or associated with any Transit Shelter or any Transit Shelter Site, except as specifically described in Section 9 of this Agreement.

3. **Construction and Installation of Transit Shelters.** Subject to the provisions of this Agreement and applicable laws, including, without limitation, Chapter 337, Florida Statutes, the Authority shall, at its sole cost and expense, itself, or through a Qualified Private Supplier(s), construct and install the Transit Shelters at the Transit Shelter Sites in accordance with the provisions of this Agreement.

4. **License.** In conjunction with the rights granted to the Authority pursuant to this Agreement, and subject to all requirements of this Agreement and applicable laws, the City shall grant to the Authority the licenses necessary to install the Transit Shelters at the Transit Shelter Sites. No Transit Shelter may be installed at any Transit Shelter Site unless and until a license for the respective Transit Shelter is provided by the City to the Authority.

5. **Qualified Private Supplier.** The Authority may select a Qualified Private Supplier or Qualified Private Suppliers approved in advance by the City to perform work, or any portion thereof, related to the construction or installation of the Transit Shelters all as described by this Agreement.

6. **Exclusivity.** The rights granted to the Authority by this Agreement are exclusive as pertains solely to the provision of a public bus service at the Transit Shelter Sites specifically provided for herein.

7. **Transit Shelter Sites.** Subject to the provisions of this Agreement and applicable laws, including, without limitation, Chapter 337, Florida Statutes, the Authority shall, at its sole expense, construct and install a Transit Shelter on each Transit Shelter Site. For the Authority to construct and install any other Transit Shelters in the City of Winter Park, prior written approval from the Director of the Community Redevelopment Department will be required.

8. **Installation of Ancillary Facilities.** The City will, at its expense, install any Ancillary Facilities the City deems appropriate in connection with each Transit Shelter at the Transit Shelter Sites.

9. **No Advertising at Transit Shelter Sites.** No advertising will be permitted on, attached to, affixed to, or associated with any of the Transit Shelters or the Transit Shelter Sites. Notwithstanding the foregoing, the following (and only the following) shall be permitted within a Transit Shelter or Transit Shelter Site: (1) signs or information placards directly and solely related to the LYNX public transit system, such as pick-up times or bus routes; or (2) a plaque installed by the City within a Transit Shelter Site (a "Plaque"), such Plaque being selected exclusively by the City to commemorate public or private donors who contribute toward the cost of providing Ancillary Facilities.

10. **Transit Shelter Design.** All Transit Shelters constructed and installed by the Authority pursuant to this Agreement shall conform with any requirements of Chapter 337, Florida Statutes, the design requirements of this part and the final approved Transit Shelter design as approved by the City. No Transit Shelter may be submitted to the City for permitting and licensing prior to the City having reviewed and approved a final Transit Shelter design. The Authority and the City have had preliminary discussions in this regard, and the Transit Shelter design schematics attached hereto as **Exhibit "B"**, and hereby incorporated into this Agreement are conceptually approved by the City, but final written approval is still required from the City

prior to any construction or installation of a Transit Shelter. The Authority hereby agrees not to construct, install or otherwise provide or utilize a transit shelter that contains the specific scrollwork designed by the City as depicted on Exhibit "C", outside of the municipal boundaries of the City of Winter Park, Florida.

11. **Maintenance of Transit Shelter Sites.** The City will, at its expense, keep the Transit Shelters, the Transit Shelter Sites, and the Ancillary Facilities in good condition and repair, and perform any regular maintenance associated therewith. In the event the Authority determines in its reasonable discretion that the City is not complying with the foregoing provision, the Authority shall give written notice of such fact to the City, specifying the item or items of non-compliance, and the City shall thereafter work with the Authority to resolve such specified item or items of non-compliance. Notwithstanding the foregoing, to the extent that any major damage or destruction occurs to any Transit Shelter Site or Transit Shelter during the term of this Agreement, and the City determines at its sole discretion that such damage or destruction requires either a replacement of any Transit Shelter or removal of any Transit Shelter from a Transit Shelter Site, the Authority shall either replace or remove the Transit Shelter (but not the Ancillary Facilities) at its sole expense. At all times, the Ancillary Facilities shall remain the property of the City.

12. **Use of Transit Shelters.** The Authority may not use Transit Shelters provided pursuant to this Agreement for any purpose other than those expressly provided in this Agreement. The Authority shall not install any Transit Shelter except at Transit Shelter Sites where the Authority provides regular, fixed route bus transit service.

13. **Transit Shelter on Private Property.** In the event any Transit Shelter or portion thereof is located on private property, then the Authority and the City will work together in an effort to obtain an appropriate agreement with the owner of that property for the location on said property of a Transit Shelter, and such agreement shall grant the City necessary rights to enter onto the property, maintain the Transit Shelters and perform such other tasks as is contemplated by this Agreement. The Authority will keep the City advised as to the status of those agreements, and the City will cooperate with the Authority in obtaining those agreements. The Authority shall provide the City with a copy of such agreement prior to constructing or installing a Transit Shelter at a Transit Shelter Site.

14. **Compliance with Federal and State Law.** In accordance with section 337.408, Florida Statutes, as amended from time to time, no bench, transit shelter, or waste disposal receptacle, or advertising thereon, shall be erected or so placed on the right-of-way of any road which conflicts with the requirements of federal law, regulations, or safety standards, thereby causing the state or any political subdivision the loss of federal funds. The purpose of this part is to provide a contractual right of action between the parties hereto for the enforcement of section 337.408, Florida Statutes, as amended from time to time.

15. **No Personal Liability.** No provision of this Agreement is intended, nor shall any be construed, as a covenant, promise, or obligation of any official, officer, director, agent, or employee, whether elected, appointed, or otherwise, of the City or the Authority in their respective individual or private capacity and neither shall any such persons or entities be subject to personal or private liability by reason of any covenant, promise, or obligation of the City or the Authority hereunder.

16. **Delivery of Notices.** Any notice, demand, or other communication which any party may desire or may be required to give to any other party shall be in writing delivered by any one or more of the following methods, (i) hand delivery, (ii) a nationally recognized overnight courier, (iii) telecopy or facsimile, or (iv) United States Postal Service mail, first class, postage prepaid, or by United States Postal Service certified or registered mail with return receipt requested, to the following addresses, or to such other address as the party to receive such communication may have designated to all other parties by notice in accordance herewith:

If to the City: City of Winter Park
Attn: Community Redevelopment Director
Winter Park City Hall
401 S. Park Ave.
Winter Park, Florida 32789
Telephone: (407) 599-3665
Facsimile: (407) 599-3499

If to Authority: Chief Executive Officer
LYNX
455 N. Garland Ave.
Orlando, Florida 32801
Telephone: (407) 841-2279
Facsimile: (407) 246-6320

with copy to: Chief of Staff
LYNX
455 N. Garland Ave.
Orlando, Florida 32801
Telephone: (407) 841-2279
Facsimile: (407) 246-6320

Any such notice, demand, or communication shall be deemed delivered and effective upon the earlier to occur of actual delivery or, if delivered by telecopy or facsimile, the same day as confirmed by telecopy or facsimile transmission.

17. **Assignment.** The Authority may not assign this Agreement, or any portion thereof, without the prior, written consent of the City, except that the Authority may contract with a Qualified Private Supplier as provided in Section 5 hereinabove.

18. **Third Parties.** There shall be no third party beneficiaries with respect to this Agreement nor is a third party beneficiary intended, and no right, nor any cause of action, shall accrue to or for the benefit of any third party.

19. **Remedies.** Nothing in this Agreement shall be construed to limit either party's remedies in equity or law.

20. **Governing Law and Venue.** This Agreement shall be governed by and in accordance with the laws of the State of Florida. Any action or proceeding relating to the

validity, performance, and enforcement of this Agreement, whether in law or equity, shall be brought and heard in Orange County, Florida. The City and the Authority hereby submit to the jurisdiction of the courts within Orange County, Florida, whether federal or state, for the purposes of any suit, action, or other proceeding, arising out of or relating to this Agreement, and hereby agree not to assert by way of motion as a defense or otherwise that such action is brought in an inconvenient forum or that the venue of such action is improper.

21. **Interpretation; Severability.** The Authority and the City acknowledge that this Agreement was prepared after substantial negotiations between the parties and this Agreement shall not be interpreted against either party solely because such party or its counsel drafted the Agreement. If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby but rather shall be enforced to the greatest extent permitted by law.

22. **Further Assurances.** The City and the Authority shall cooperate and work together in good faith to the extent reasonably necessary to accomplish the mutual intent of the parties as expressed and anticipated herein.

23. **Captions, Headings, and Table of Contents.** The captions, headings, and the table of contents of this Agreement are for convenience of reference only and in no way define, limit, or otherwise describe the scope or intent of this Agreement nor shall in any way affect this Agreement or the interpretation or construction thereof.

24. **Exhibits.** Each and every exhibit referred to herein and attached hereto is an essential part of this Agreement and is hereby incorporated into this Agreement.

25. **No Joint Venture or Agency.** Nothing contained in this Agreement or any other document executed in connection herewith is intended or shall be construed to establish the Authority as a joint adventurer or partner of the City. The Authority represents and warrants that it cannot create any obligation or responsibility on behalf of the City, nor bind the City in any manner. Each party hereto is acting on its own behalf, and have made its own independent decision to enter into this Agreement, and have likewise determined that the same is appropriate, proper, and in its own self-interest based upon its own judgment and the advice from such advisers as it may deem necessary and proper. Additionally, the City and the Authority, along with their respective agents, contractors, and subcontractors, shall perform all activities that are required and anticipated by this Agreement as independent entities and not as agents of the other party hereto.

26. **Governmental Authorities.** Notwithstanding any other provisions of this Agreement, any required permitting, licensing or other regulatory approvals by governmental authorities shall be subject to and undertaken in accordance with the established and lawful procedures and requirements of such authority, as may be applicable, with respect to similar projects or undertakings and in no event shall a governmental authority by virtue of any provision of this Agreement be obligated to take any actions or inactions concerning regulatory approvals except through its normal and established processes.

27. **Severability.** If any sentence, phrase, paragraph, provision, portion, or part of this Agreement is for any reason held illegal or invalid by a court of competent jurisdiction, and which part shall not appear to have been a controlling or material inducement to the making hereof, such part shall be deemed of no effect and shall be deemed stricken from this Agreement without affecting the full force and binding affect of the remainder, but only to the extent that the remainder does not become unreasonable, absurd, or otherwise contrary to the purpose and intent of this Agreement.

28. **Default Notice.** The City and the Authority will immediately notify each other in the event of any known, discovered, or anticipated default hereunder. Upon such notice, the defaulting party shall have thirty (30) days upon which to come into compliance.

29. **Non-action or Failure to Observe Provisions.** The failure of either the City or the Authority to promptly insist upon strict performance of any term, covenant, condition, or provision of this Agreement, or any other agreement, understanding, license, or arrangement contemplated hereby, shall not be deemed a waiver of any right or remedy that either the City or the Authority may have, and shall not be deemed a waiver of a subsequent default or nonperformance of such term, covenant, condition, or provision.

30. **Ownership of Transit Shelters and Ancillary Facilities.** All Transit Shelters shall be owned by the Authority. All Ancillary Facilities and all design rights relating to Transit Shelter Sites and Transit Shelters shall be owned by the City.

31. **Modification.** Modification of this Agreement may only be made by written agreement of the parties hereto.

32. **Effective Date; Termination; Removal of Transit Shelters.** This Agreement shall be effective beginning on the day immediately following the execution of this Agreement by all parties and shall continue for a period of ten (10) years unless and until terminated by either party. The Agreement may be renewed thereafter upon mutual agreement of both parties. In the event that the official transit bus route for the Authority changes, the Authority may terminate this Agreement as to any one or more Transit Shelter Sites by providing the City with ten (10) days prior written notice of the same. Additionally, the City may terminate this Agreement as to any one or more Transit Shelter Sites by providing the Authority with ten (10) days prior written notice of the same, but only in the event the Authority has failed to include such Transit Shelter Site(s) in its official transit bus route or otherwise not utilized or provided service to one or more Transit Shelter Site(s) for a period of thirty (30) days or more. In the event the Authority or the City terminates this Agreement with respect to one or more Transit Shelter Sites (the "Terminated Sites"), the City's obligations provided for in this Agreement shall also terminate with respect to the Terminated Sites and this Agreement shall be amended by the City and the Authority accordingly. Additionally, the Authority shall be responsible for the prompt removal of the Transit Shelters on the Terminated Sites (but not the Ancillary Facilities) and returning the Terminated Sites to the condition existing prior to the installation of the Transit Shelter. The City may, at its sole discretion, approve (or approve with conditions) the Authority's use of the Transit Shelters removed from Terminated Sites elsewhere in the Authority's transit bus system.

33. **Authority to Execute and Comply.** The City and the Authority each represent and warrant that their respective signatories hereunder have been duly and lawfully authorized by the appropriate body or official(s) to execute this Agreement. Additionally, the City and the Authority each represent and warrant that they have respectively complied with all applicable requirements and preconditions of law necessary to enter into and be bound by this Agreement, and that they have full power and authority to comply with the terms and provisions of this Agreement.

34. **Binding Nature of this Agreement.** This Agreement shall be binding upon and shall inure only to the benefit of the parties hereto.

35. **Sovereign Immunity.** Each party hereto is a governmental agency or unit entitled to the benefit of the principles of sovereign immunity under the laws of the State of Florida. Nothing contained in this Agreement shall constitute a waiver by either party of such principle, and each party retains its rights under sovereign immunity.

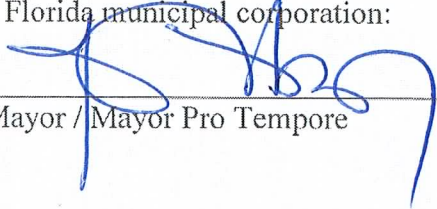
36. **Entire Agreement.** This Agreement, and all the documents and agreements described or referred to herein, including without limitation the exhibits hereto, constitute the entire, full, and complete agreement between the City and the Authority, with respect to the subject matter hereof, and supersedes and controls in its entirety over any and all prior agreements, understandings, representations, and statements, whether written or oral by either of the parties hereto.

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

[Remainder of this page intentionally left blank. Signature pages to follow.]

SIGNATURE PAGE BY CITY

FOR THE CITY OF WINTER PARK, FLORIDA,
a Florida municipal corporation:



Mayor / Mayor Pro Tempore

ATTEST, BY THE CLERK OF THE
CITY COMMISSION OF THE CITY OF
WINTER PARK, FLORIDA:



City Clerk

SIGNATURE PAGE BY AUTHORITY

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

By: _____
Board Chair

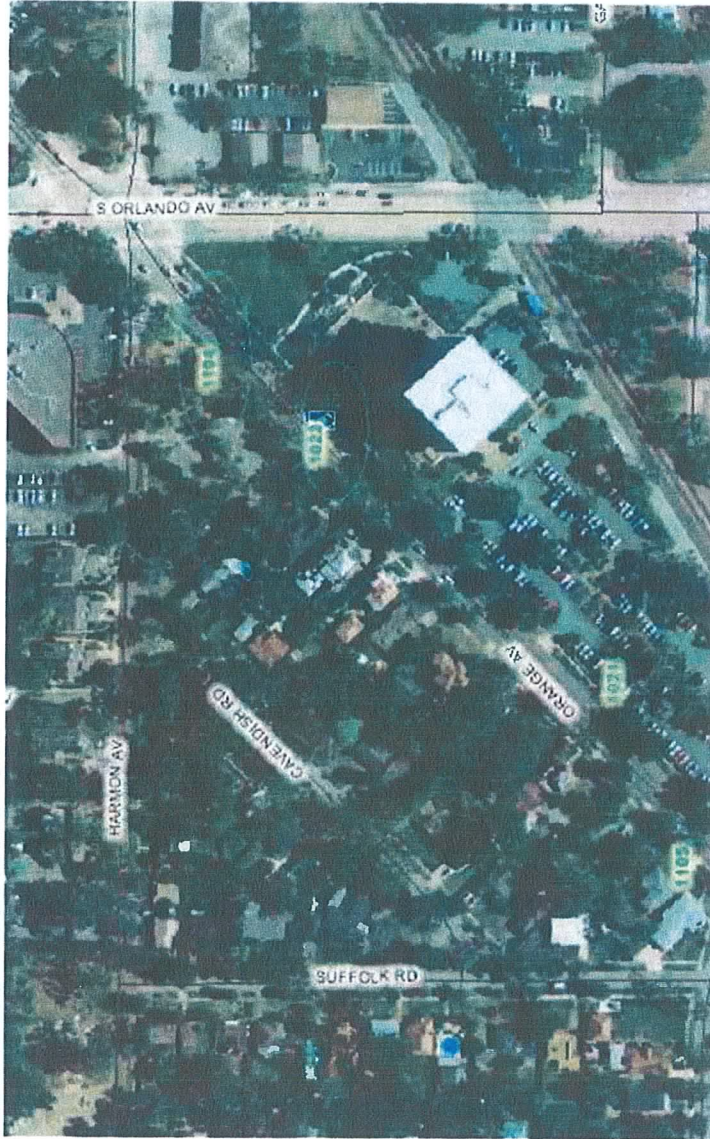
ATTEST, BY THE CLERK OF THE
GOVERNING BOARD OF THE CENTRAL
FLORIDA REGIONAL TRANSPORTATION
AUTHORITY:

Clerk

APPROVED AS TO FORM AND LEGALITY
FOR THE USE AND RELIANCE OF THE
CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY:

By: _____
Akerman Senterfitt, its General Counsel

EXHIBIT A



Installation of two shelters within City of Winter Park owned
right-of-way





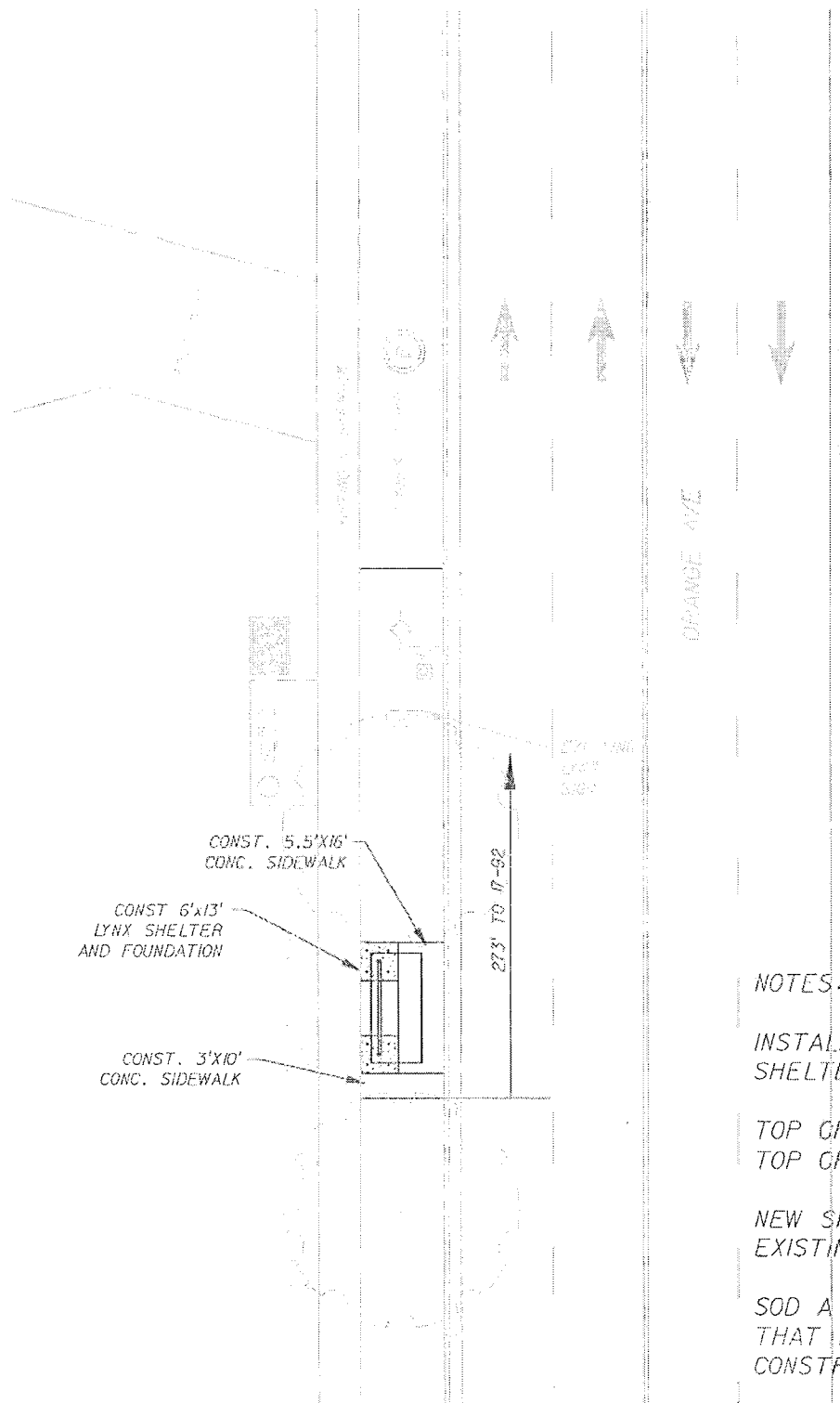
Replace existing shelters with new shelters-Transit
License Agreements required



NORTH



SCALE 1" = 20'



NOTES:

INSTALL LYNX 6'X13'
SHELTER

TOP OF SLAB TO MATCH
TOP OF SIDEWALK

NEW SIDEWALK TO MATCH
EXISTING SIDEWALK.

SOD A 2' AREA BEYOND
THAT DISTURBED BY
CONSTRUCTION.

EARTH TECH | AECOM

CHRISTOPHER MARTIN, FL PE # 68445
30 SOUTH KELLER ROAD, SUITE 500
ORLANDO, FL 32810
407.660.1719 EB# 00001624



Central Florida Regional
Transportation Authority

PROPOSED LYNX SHELTER
1411 ORANGE AVE.
WINTER PARK, FLORIDA

1:37:45 PM
DESIGN FILE: G:\2005\0003\08 Stairs\Winter Park\1426 Orange\Proposed



NOTES:

INSTALL LYNX 6'x13'
SHELTER

TOP OF SLAB TO
MATCH TOP OF
SIDEWALK

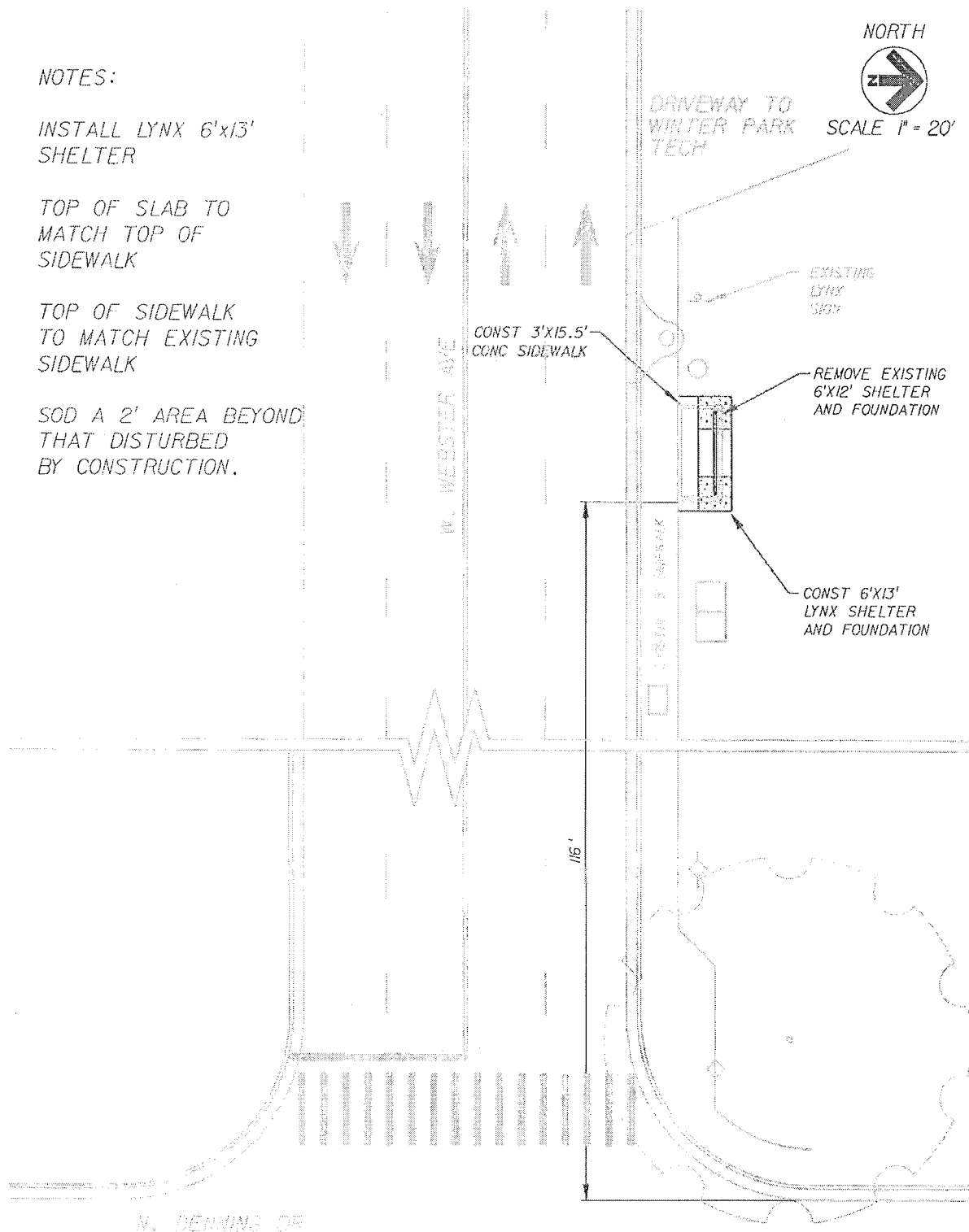
TOP OF SIDEWALK
TO MATCH EXISTING
SIDEWALK

SOD A 2' AREA BEYOND
THAT DISTURBED
BY CONSTRUCTION.

NORTH



SCALE 1" = 20'



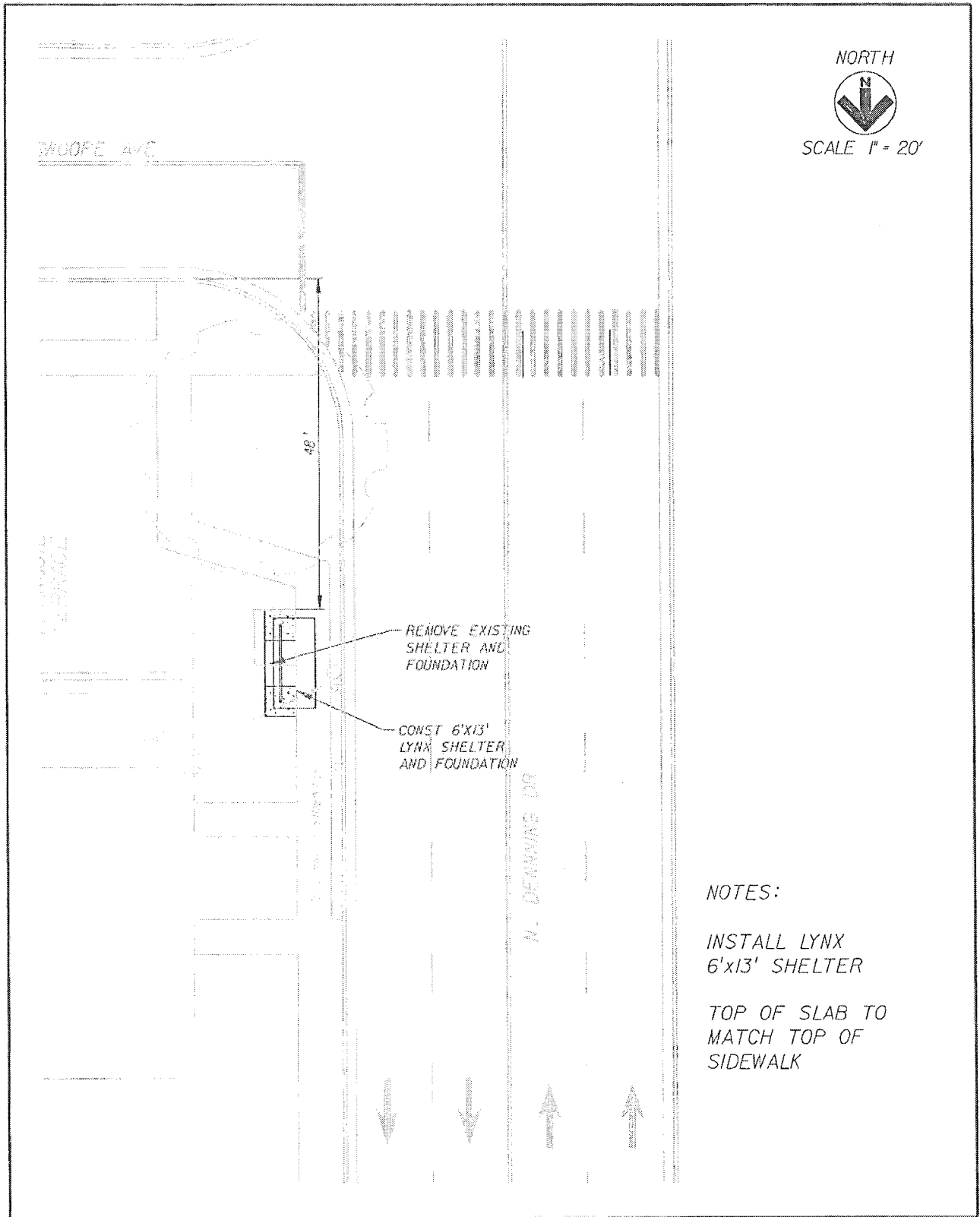
EARTH TECH | AECOM

CHRISTOPHER MARTIN, FL PE # 68445
30 SOUTH KELLER ROAD, SUITE 300
ORLANDO, FL 32810
407. 660. 1719 EB# 00001624



Central Florida Regional
Transportation Authority

PROPOSED LYNX SHELTER
901 W WEBSTER AVE.
WINTER PARK, FLORIDA



NORTH
SCALE 1" = 20'

NOTES:

INSTALL LYNX
6'x13' SHELTER

TOP OF SLAB TO
MATCH TOP OF
SIDEWALK

EARTH TECH | AECOM

CHRISTOPHER MARTIN, FL PE # 68445
30 SOUTH KELLER ROAD, SUITE 500
ORLANDO, FL 32810
407. 660. 1719 EBH 00001624



Central Florida Regional
Transportation Authority

PROPOSED LYNX SHELTER
845 W. SWOOPE AVE.
WINTER PARK, FLORIDA

157-53 PM
DESIGN FILE: 64N2051003UGB Shelter & Winter Park Swoope DenningProp.dgn

NOTES:

INSTALL LYNX
6'x13' SHELTER

TOP OF SLAB TO
MATCH TOP OF
SIDEWALK

NEW SIDEWALK TO
MATCH EXISTING
SIDEWALK

CONST 2'x15.5'
CONC SIDEWALK

EXISTING
LYNX
SIGN

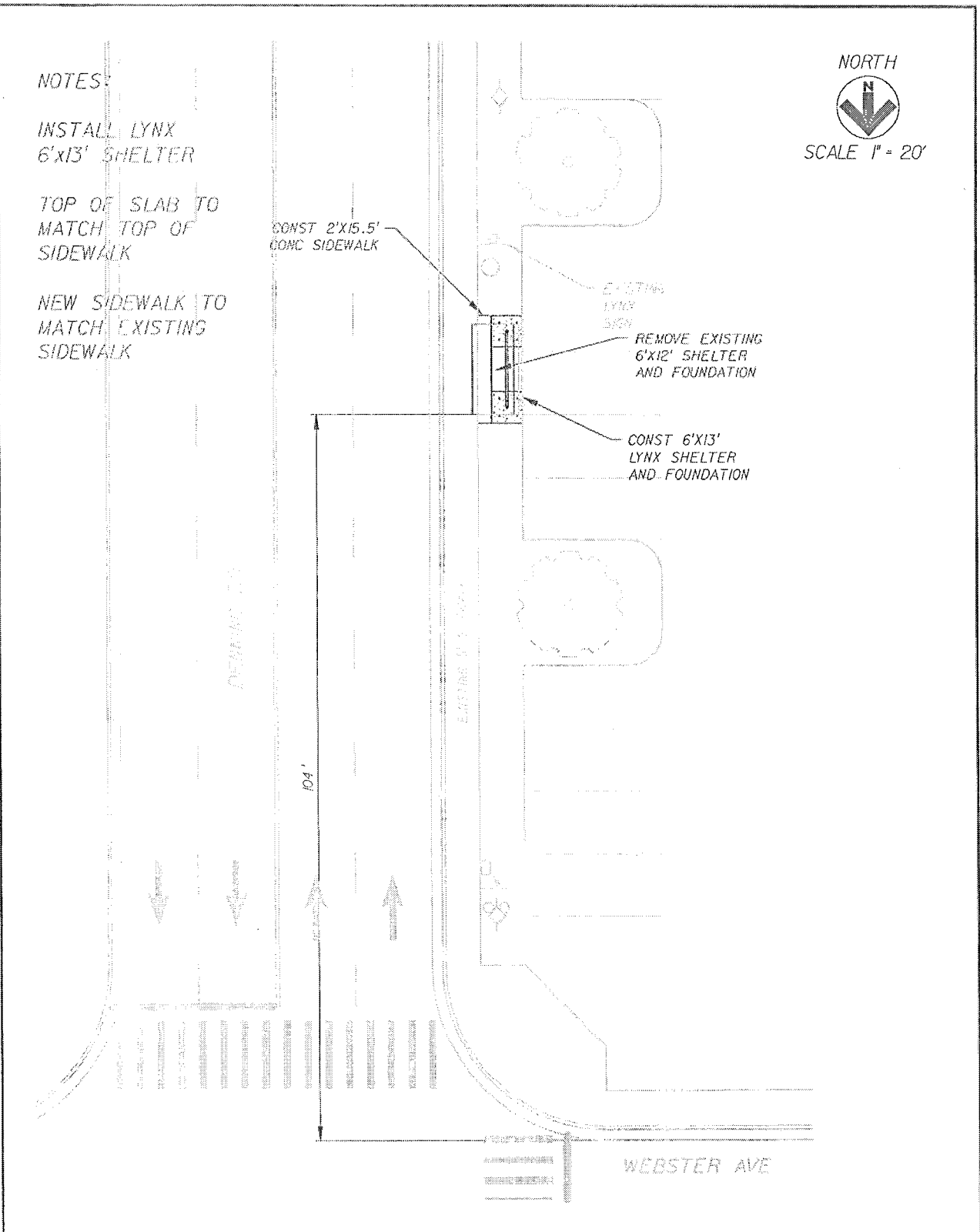
REMOVE EXISTING
6'x12' SHELTER
AND FOUNDATION

CONST 6'x13'
LYNX SHELTER
AND FOUNDATION

NORTH



SCALE 1" = 20'



EARTH TECH | AECOM

CHRISTOPHER MARTIN, FL PE # 68445
30 SOUTH KELLER ROAD, SUITE. 500
ORLANDO, FL 32810
407. 660. 1719 EB# 00001624

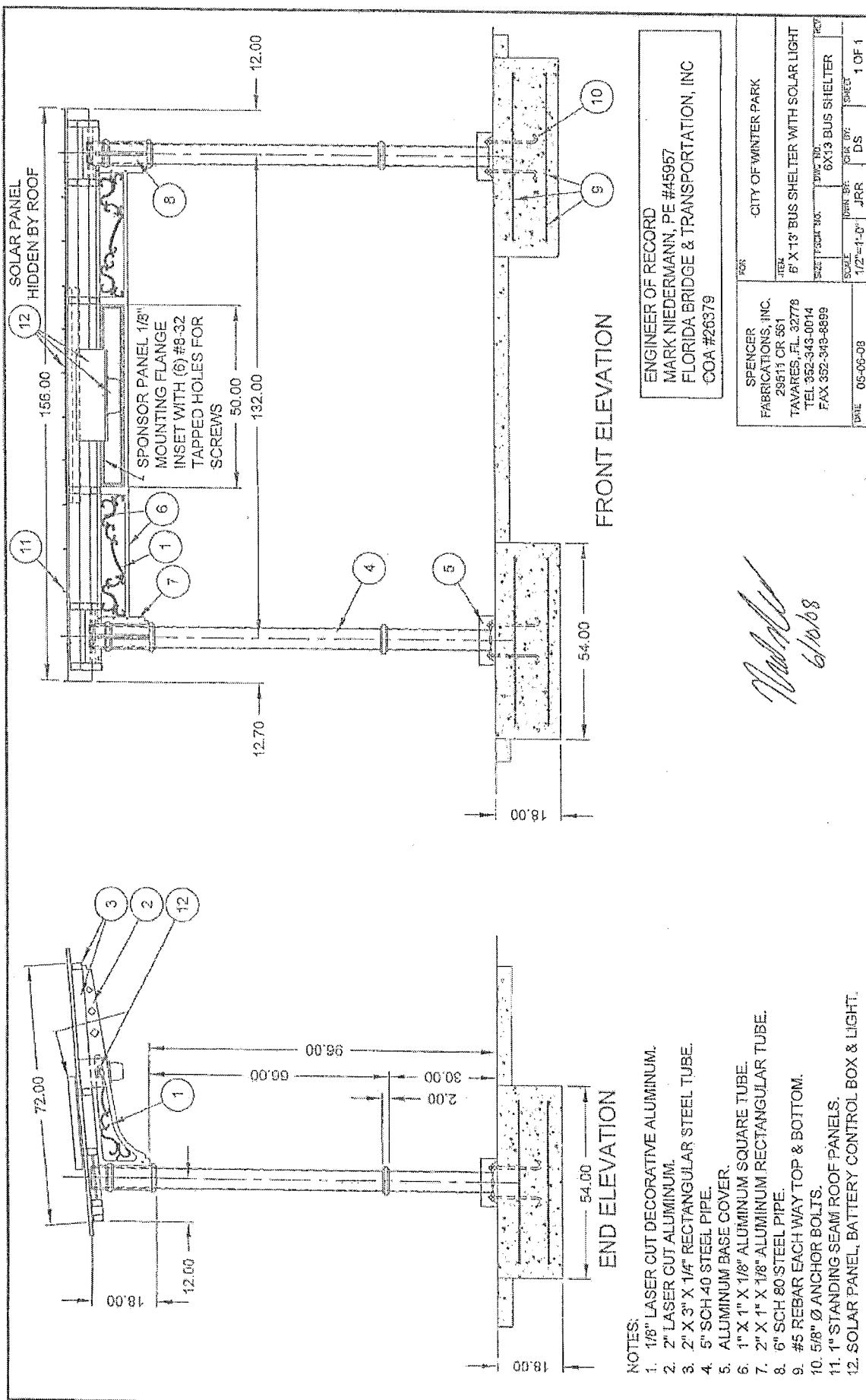


Central Florida Regional
Transportation Authority

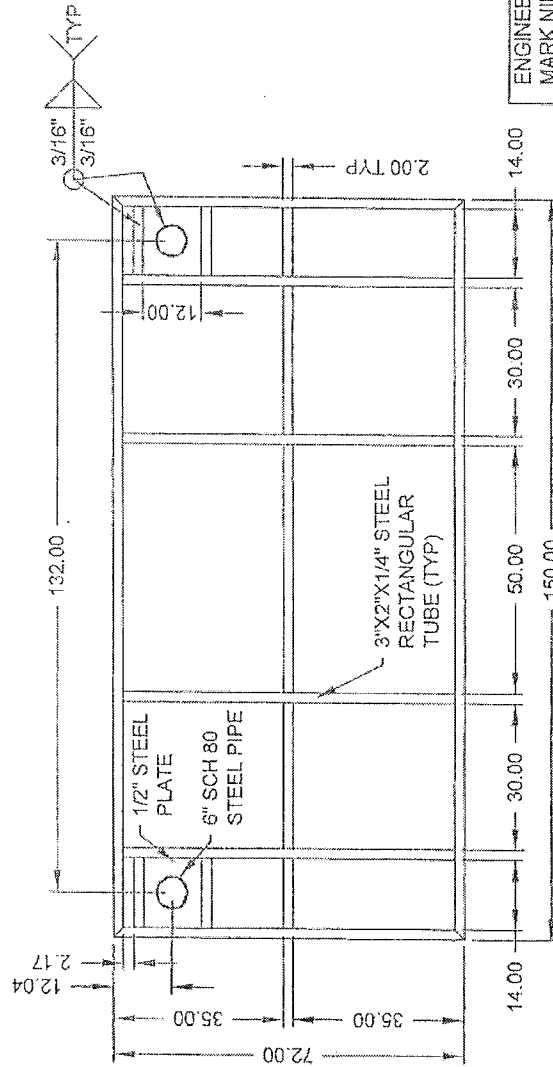
**PROPOSED LYNX SHELTER
WINTER PARK VILLAGE
WINTER PARK, FLORIDA**

2:02:43 PM C:\205\0013\02 Stickers\Winter Park\Denning\Prop.dgn
DESIGN FILE

EXHIBIT B



6X13 BUS SHELTER
FOR CITY OF WINTER PARK

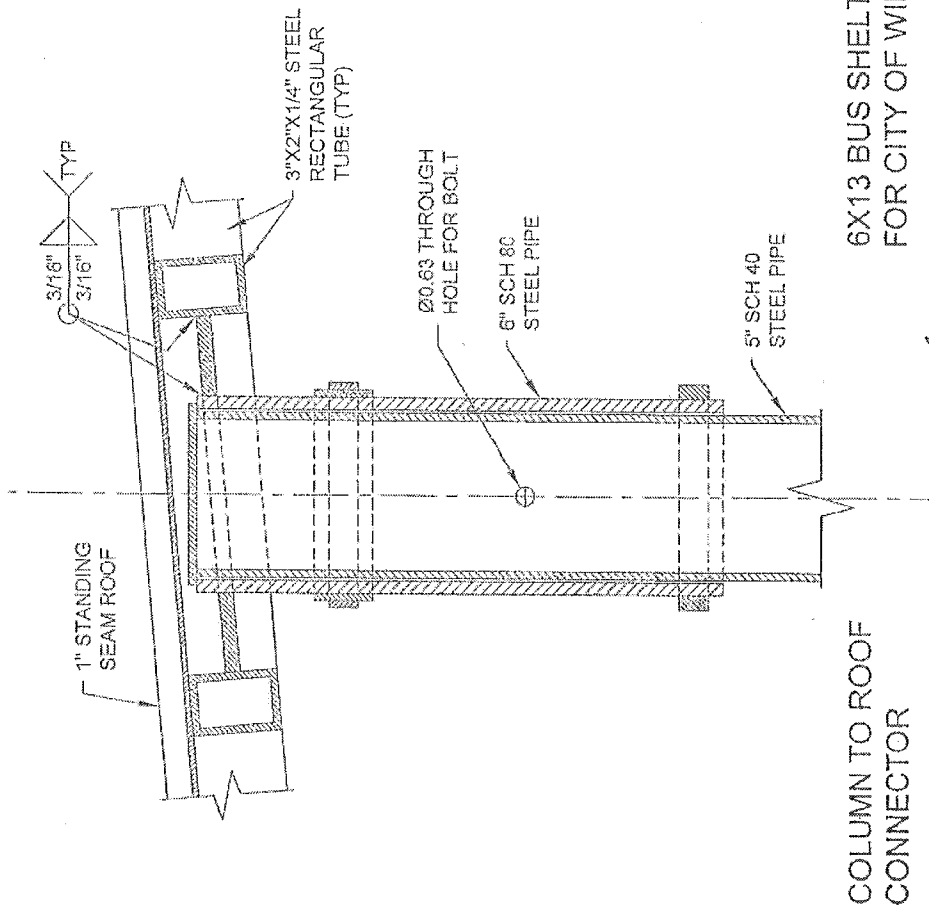


ROOF FRAMING PLAN

ENGINEER OF RECORD
MARK NIEDERMANN, PE #45957
FLORIDA BRIDGE & TRANSPORTATION, INC
COA #26379



Handwritten signature
6/10/08



6X13 BUS SHELTER
FOR CITY OF WINTER PARK

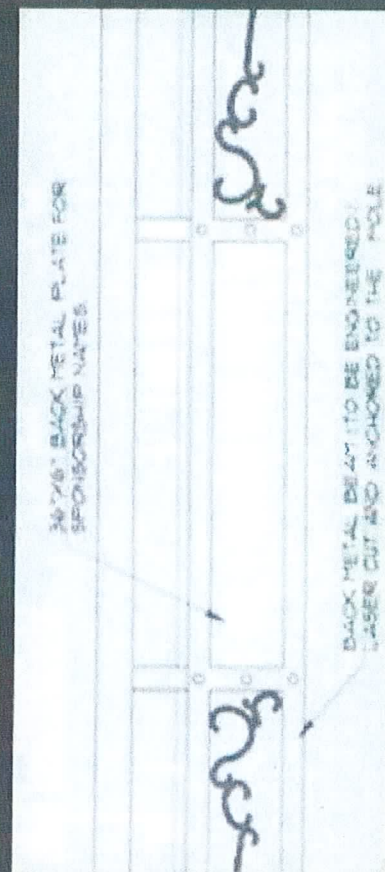
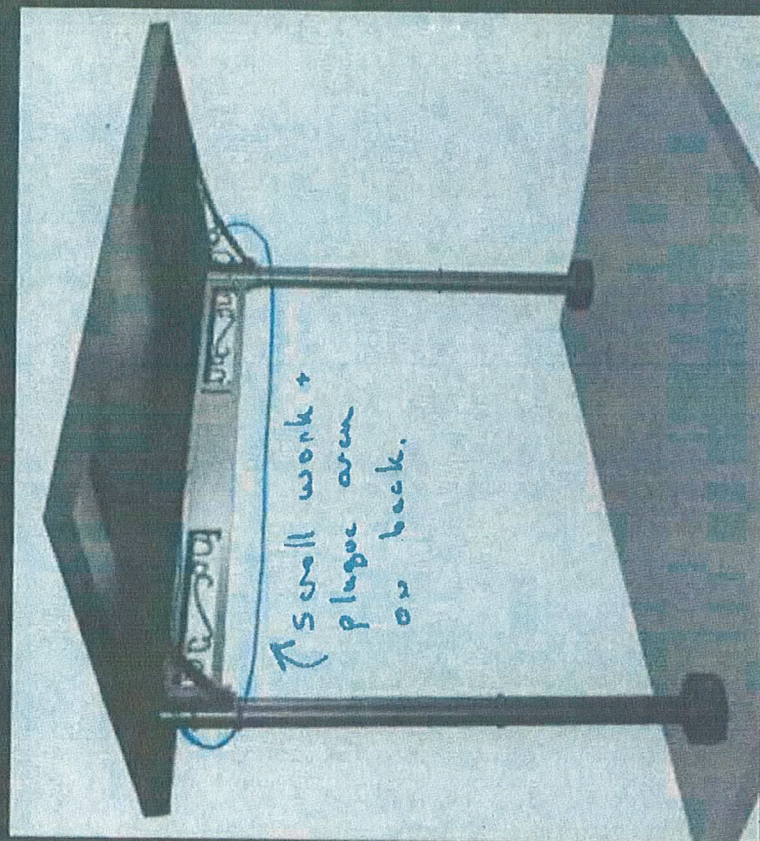
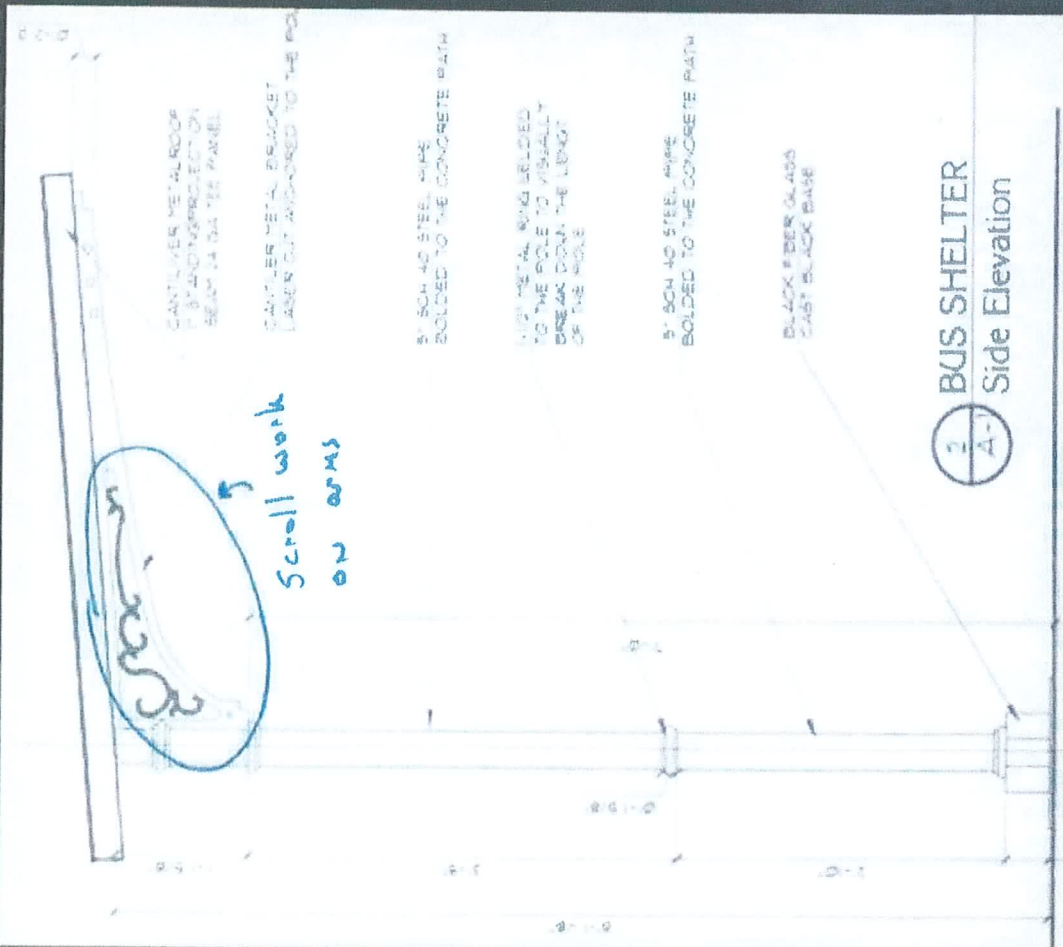
Handwritten signature and date
6/16/19

ENGINEER OF RECORD
MARK NIEDERMANN, PE #45957
FLORIDA BRIDGE & TRANSPORTATION, INC
COA #26379



EXHIBIT C

Winter Park Bus Shelter



SPONSORSHIP PLATE DETAIL

Consent Agenda Item #6.B.iii

To: LYNX Board of Directors

From: Bert Francis
CHIEF FINANCIAL OFFICER
Blanche Sherman
(Technical Contact)

Phone: 407.841.2279 ext: 6047

Item Name: Miscellaneous
Authorization to Enter into the Revised FY2008-2009 Service Funding Agreement with the City of Kissimmee

Date: 1/22/2009

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to enter into the FY2009 funding agreement with the City of Kissimmee, a regional funding partner, in the amount of \$120,000 for local financial assistance.

BACKGROUND:

The City of Kissimmee has indicated that their FY2009 funding will be reduced from \$220,000 to \$120,000 this year, resulting in an additional \$100,000 funding requirement from Osceola County. In accordance with LYNX' funding practices with other counties, any funding shortfalls from the cities revert back to the related county.

Attached is a revised agreement between LYNX and the City of Kissimmee. The only material change in the agreement is a reduction in the amount of funding from \$220,000 to \$120,000.

FISCAL IMPACT:

The reduction in funding from \$220,000 to \$120,000 by the City of Kissimmee will result in an additional \$100,000 funding requirement from Osceola County or may result in reduction in services.

**SERVICE FUNDING AGREEMENT
BETWEEN CITY OF KISSIMMEE AND LYNX
FOR FISCAL YEAR 2008-2009**

THIS AGREEMENT is made and entered into this _____ day of _____, 2008, by and between CITY OF KISSIMMEE, a municipal corporation organized under the laws of the State of Florida (hereinafter the "City"), and the CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY, a body politic and corporate created pursuant to Part II, Chapter 343, Florida Statutes, (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 City recognizes the need to provide public transit services in an efficient manner and acknowledges the benefits of increased ridership on the regional public transit system; and

WHEREAS, increasing traffic congestion and continued population growth require an efficient and convenient public transit service improvements; and

WHEREAS, an efficient and convenient public transit service offers a viable alternative to private automobile travel; and

WHEREAS, LYNX desires to provide mass transit services within the corporate limits of the City, and

WHEREAS, the City desires to provide LYNX with funding commensurate with existing service within the City to achieve the approved public transit levels of service.

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

1. RECITALS. The City 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. LYNX REPORTING REQUIRMENTS. As information for the purposes of operations and management analysis, LYNX agrees to provide the City on a quartile basis commencing on February 1, 2008, a written performance report reflecting the operations of the prior quarter (collectively referred to as "Performance Measures"). Each quarterly report will include the following items:

- a. Route map, and schedules for each route operated in City
- b. Actual aggregate ridership mode (Fixed Route bus, Lymmo, ACCESS LYNX, Van Plan and special shuttles) in the form of the official LYNX Monthly Ridership Reports.

- c. Operational Service Characteristics Report for current services contemporaneous updates.
- d. Comparison of actual revenue and expenditures to budgeted revenues and expenditures with explanations for variances that exceed Fifty Thousand Dollars (\$50,000).
- e. LYNX Route Performance report which reports and ranks each route monthly based on the following:
 - * Subsidy per passenger trip
 - * Passengers per trip
 - * Passengers per revenue hour
 - * Passengers per revenue mile
 - * Percent farebox return (percent of operating cost recovered through farebox)
- f. Current and contemporaneous versions of the LYNX Regional Model
- g. Scheduled and actual Revenue Miles
- h. Scheduled and actual Revenue Hours
- i. Schedule of unanticipated extraordinary expenses for the prior quarter
- j. Changes to authorized staffing
- k. Any other information the City reasonably requests
- l. An historical record describing route changes including, but not limited to:
 - 1. Addition of Route(s)
 - 2. Elimination of Route(s)
 - 3. Combination of Routes
 - 4. Addition of Evening Service
 - 5. Addition of Weekend Service
 - 6. Other Route Scheduling Changes
 - 7. Running Time Adjustments

Quarterly reporting periods shall end on December 31, March 31 June 30, and September 30, and said reports shall be submitted to the City's Transportation Planning Department after the end of each quarter.

On an annual basis, within thirty days of receipt, LYNX shall provide the City with a copy of all external audits, a copy of the Comprehensive Annual Financial Report that shall include the Report on Internal Controls, Report on Compliance with Laws and Regulations, and a copy of the management letter.

3. FISCAL YEAR 2008-2009 FUNDING

- a. The City agrees to appropriate **\$120,000** to LYNX for fiscal year 2008-2009. The funding is to be utilized by LYNX to provide public transit services in accordance with this Agreement. The City shall pay such

funds appropriated in the City's FY 2008-2009 Budget in advance of month of operation to LYNX in (12) equal monthly installments, promptly upon receipt by the City's of an invoice from LYNX for the installment for the current month. The first such payment shall be made no sooner than October 1, 2008.

- b. LYNX agrees to utilize the funds received from the City in accordance with the terms of this Agreement and to take all reasonable and necessary actions in a timely manner to initiate, implement, and operate the Public Transportation services in accordance with the terms of this Agreement. LYNX further agrees to demonstrate such initiation, implementation, and completion of such improvements by submitting reports to the City as defined in Section 2 of this Agreement.
4. EFFECTIVE DATE. The effective date of this Agreement is October 1, 2008. The term of this Agreement is one (1) year from its effective date.
5. INTERPRETATION. The headings contained in this Agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this Agreement.
6. NEGOTIATIONS. The parties to this Agreement acknowledge that all terms of this Agreement were negotiated at arms length and that this Agreement and all documents executed in connection herewith were prepared and executed without undue influence exerted by any party or 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.
7. MISCELLANEOUS.
 - a. This Agreement constitutes the entire Agreement between the parties with respect to the specific matters contained herein and supercedes all previous discussions, understandings, and agreements. Amendments to or waivers of the provisions herein shall be made by the parties in writing. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either party hereto.
 - b. If any sentence, phrase, paragraph, provision or portion of this Agreement is for any reason held invalid or constitutional by any court of competent jurisdiction, such portion shall be deemed an independent provision and such holding shall not affect the validity of the remaining portions hereto.
 - c. The parties acknowledge that they have freely and voluntarily entered into this Agreement and that each party has been given the opportunity to receive the advice of independent legal counsel for all negotiations in connection with this Agreement.
 - d. In any action or proceeding between the parties arising out of this Agreement, the prevailing party in such action or proceeding shall be entitled to recover all costs of such action or proceeding incurred by it, including reasonable attorneys' fees, at trial and on appeal.

e. Time shall be of the essence of this Agreement.

8. CONTROLLING LAWS.

- a. This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida, and all duly adopted ordinances, regulations and policies of the City now in effect and those hereinafter adopted.
- b. The location for settlement of any claims, controversies, or disputes, arising out of or relating to any part of this Agreement, or any breach hereof, shall be Orange County, Florida.
- c. 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.

9. BINDING NATURE OF AGREEMENT. This Agreement shall be binding only between the City and LYNX, and inure to the benefit of the successors or assigns of the parties.

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

City: City of Kissimmee
101 N. Church Street
Kissimmee, FL 34741
Attention: Mark Durbin, City Manager

LYNX: Central Florida Transportation Authority
455 N. Garland Avenue
Orlando, FL 32801-1128
Attention: Linda S. Watson, Chief Executive Officer

with a copy to:

Central Florida Transportation Authority
455 N. Garland Avenue
Orlando, FL 32801-1128
Attention: Albert J. Francis II, CPA, Chief Financial Officer

with a copy to:

Akerman, Senterfitt & Eidson, P.A.
255 S. Orange Avenue, Suite 1700
Orlando, FL 32801
Attention: Patrick Christiansen, Esq.

11. RECORD KEEPING PROCEDURES. 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 City 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 City shall have access to and the right to examine any of the records.

12. **FILING OF AGREEMENT.** This Agreement shall be filed with the Clerk of the Circuit Court of Osceola County, Florida, or such other public official responsible under general or special law for the public records of Osceola County, Florida, in accordance with Section 163.01, Florida Statutes.

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

CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY

(seal)

Attest

Deborah Henderson, Executive Assistant

By: _____
Linda S. Watson
Chief Executive Officer

APPROVED AS TO FORM AND LEGALITY
For use and reliance by LYNX only
General Counsel
Akerman, Senterfett & Eidson, P.A.

By: _____
Patrick Christensen, Esq.

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this _____ day of _____, 2008 by Linda S. Watson, Chief Executive Officer and Deborah Henderson, Executive Assistant, respectively, Central Florida Regional Transportation Authority, and they acknowledged before me that they executed the foregoing instrument on behalf of CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY as its true act and deed, and that he/she was duly authorized to do so.

Name:
Notary Public
Serial Number:
Commission Expires:

CITY OF KISSIMMEE, FLORIDA

By: _____

Jim Swan

Mayor

Date: _____

ATTEST:

City Clerk

Print Name

APPROVED AS TO FORM AND LEGALITY
For use and reliance by the City of Kissimmee
Florida, only.

City Attorney Kissimmee, Florida

Date: _____

STATE OF FLORIDA
COUNTY OF OSCEOLA

PERSONALLY APPEARED before me, the undersigned authority,
_____ and _____, well known to me and known by
me to be the Mayor and City Clerk, respectively, City of Kissimmee, Florida and acknowledged
before me that they executed the foregoing instrument on behalf of the City of Kissimmee as its
true act and deed, and that they were duly authorized to do so.

WITNESS my hand and official seal this _____ day of _____, 2008.

Name:

Notary Public:

Serial Number:

Commission Expires:

Consent Agenda Item #6.B. iv

To: LYNX Board of Directors

From: Linda Watson
CHIEF EXECUTIVE OFFICER

Phone: 407.841.2279 ext: 6017

Item Name: Miscellaneous
Confirmation of the Appointment of Edward L. Johnson as Chief
Administrative Officer

Date: 1/22/2009

ACTION REQUESTED:

The Chief Executive Officer (CEO) is requesting the Board of Director's confirmation of the appointment of Edward L. Johnson to the position of Chief Administrative Officer.

BACKGROUND:

In January 2006 the Governing Board adopted amendments to Administrative Rules 1 & 2 pertaining to the appointment of Executive Officers. The amendment defines "Executive Officer" positions as: Department Chief, Deputy Chief, Chief of Staff, and any other officer serving in a position designated by the Governing Board as an Executive Officer position, each to be appointed to such position by the Chief Executive Officer and subject to the approval by the Board, pursuant to the Administrative Rule.

In the position of Chief of Staff, Edward L. Johnson, oversaw Human Resources and Information Technology. In his newly appointed role of Chief Administrative Officer (CAO), he will oversee Human Resources, Information Technology, Planning and Development Division and Communications Department.

Confirmation of this position will facilitate the reorganization of LYNX. A copy of the letter provided to employees is attached. Additionally, the Chief of Staff position will be eliminated. This elimination will not change the existing approved head count.

FISCAL IMPACT:

There is no fiscal impact.



MEMORANDUM

DATE: December 16, 2008

TO: All Employees

CC: LYNX Board of Directors

FROM: Linda S. Watson, LYNX CEO

SUBJECT: LYNX Organizational Changes and Initiatives

For the last few months the Planning and Development Division has been temporarily reporting to Lisa Darnall. I am pleased to announce that they now have a new permanent home. Edward Johnson has been promoted to Chief Administrative Officer (CAO) and the Planning and Development Division will be reporting directly to him. Edward spent five years as a Senior & Regional Planner at a Regional Planning and Development Commission/Metropolitan Planning Organization and over two years as a Planning and Grants Manager at another transit system. This gives him an excellent foundation for overseeing this Division.

In order to streamline the reporting structure of the organization, I will be moving the Marketing Department that includes Customer Service, Business Relation, Marketing, etc headed up by Peggy Gies under the CAO umbrella which will allow a closer coordination between Marketing and Planning. Peggy's position will be titled Director of Communications. This is important now as we are shifting the focus of our marketing efforts to directly promote specific bus routes and to aggressively attract new riders. This will help us capitalize on the shifting habits of families to save money by riding the bus in these difficult economic times. I have also changed the name of the department from Marketing to Communications to more accurately reflect their new role.

Edward will continue to oversee Human Resources, headed up by Mike May and Information Technology, headed up by Tori Iffland. We will continue to seek a Director of Planning but the Chief of Staff position will be eliminated.

Lisa Darnall, Chief Operating Officer will continue with her current responsibilities (other than Planning). However, she will now have an office at the LYNX Operations Center and will be spending a significant amount of time there to concentrate on improving our performance measures that impact efficiency and effectiveness in those areas.

Bert Francis will continue to serve as Chief Financial Officer, however, the Payroll and Accounts Payable functions will now report directly to him. J. Marsh will continue to report to me and we will both be spending a significant amount of time externally working on funding and legislative issues.

These changes will become effective December 16, 2008.

I am sure you are aware of the difficult economic conditions our funding partners are facing. In addition to the significant reductions in property tax revenues we knew were coming, they are also experiencing significant reductions in sales tax and gasoline tax revenues. This means that the coming budget year will be even worse for all of us.

To begin addressing this now, I have developed three initiatives that will be the focus for all of us in this organization:

- Reduce costs
- Improve efficiency and effectiveness in all departments
- Develop a Bus Rapid Transit (BRT) type service that delivers a premium product

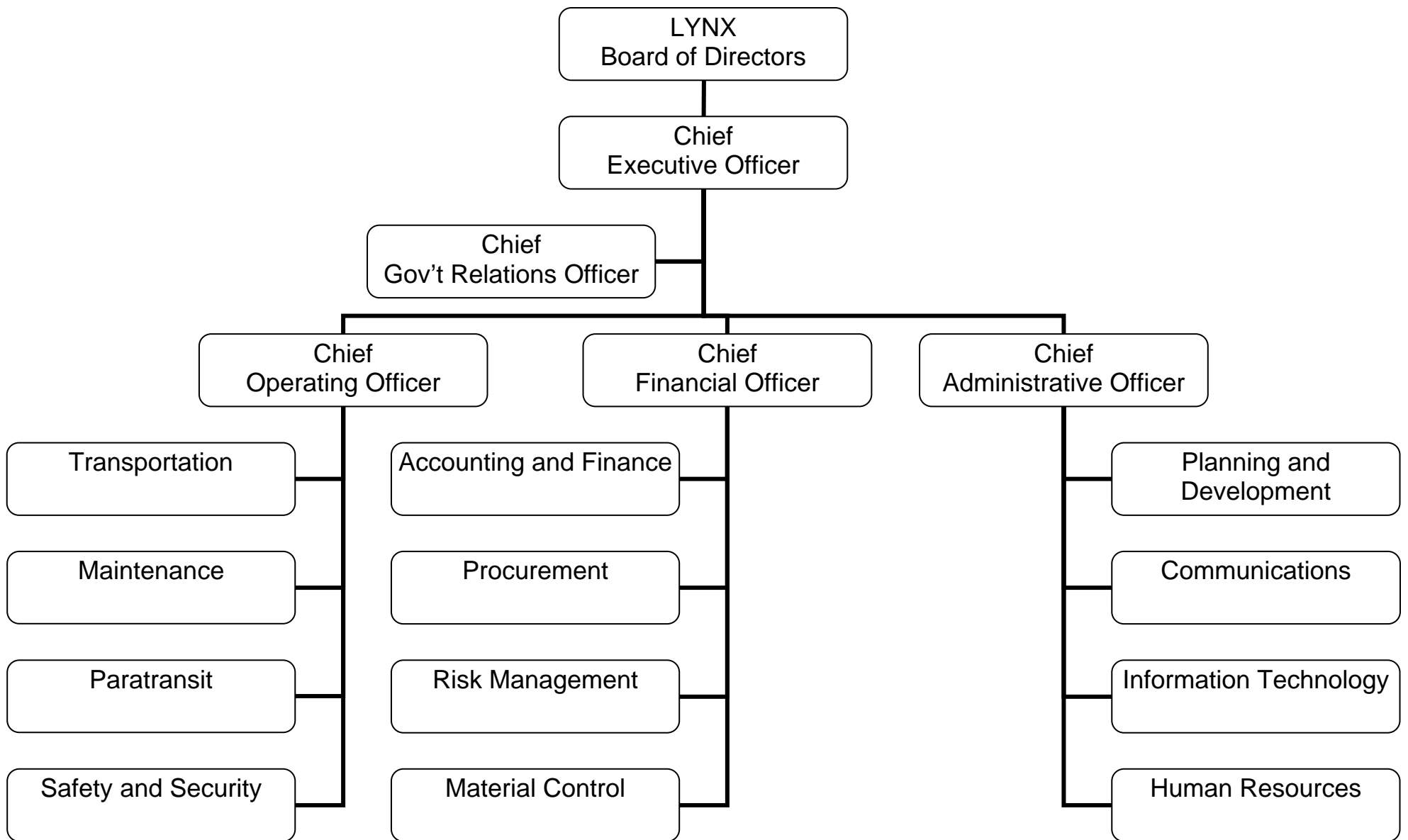
After the first of the year we will be holding several meetings across the organization to explain these initiatives and get your ideas and input. I believe that one of the many things LYNX does well is pull together as a team when we face difficult challenges and I need everyone's help in this endeavor. Edward Johnson will oversee the organization-wide efforts of these three initiatives.

LYNX continues to be a vital service in this community and will be even more important with the start of commuter rail. We will weather these difficult economic times but it will take all of our ideas and efforts to do so. I look forward to working with you on this.

Please join me in congratulating Edward on his new responsibilities and supporting this new functional area.

Regards,

Linda S. Watson
Chief Executive Officer



Consent Agenda Item #6.B. v

To: LYNX Board of Directors

From: Edward Johnson
CHIEF OF STAFF
Belinda Balleras
(Technical Contact)

Phone: 407.841.2279 ext: 6058

Item Name: Miscellaneous
Authorization to File Grant Application to the Federal Transit Administration (FTA) and Execute an Inter-local Agreement with the City of Orlando for the LYMMO Expansion Alternative Analysis (AA) Study and Subsequent Funding for the Expansion Program

Date: 1/22/2009

ACTION REQUESTED:

Staff is requesting the Board of Director's authorization for the Chief Executive Officer (CEO) or designee to submit grant applications to the Federal Transit Administration (FTA) in the total amount of \$926,000 and to execute an Inter-local Agreement with the City of Orlando for the LYMMO Expansion Alternatives Analysis (AA) study and subsequent funding for the expansion program.

Staff is also requesting an amendment to the LYNX FY 2009 Operating Budget to include the estimated AA expenses for FY 2009.

BACKGROUND:

LYMMO was created by the City of Orlando's Downtown Development Board, Community Redevelopment Agency and LYNX. The LYNX LYMMO system began operations in August 1997 and is recognized by many as the first Bus Rapid Transit (BRT) deployment in the United States. The project was not only a pioneer of BRT service, but also demonstrated ITS technology including real-time bus location information on electronic kiosks, transit signal priority, and dynamically updated Transit Television Network on-board television displays. Over the past years, the City of Orlando and LYNX have been in discussions about potential future LYMMO expansions and funding partnership opportunities.

The City of Orlando embarked on a two year effort to recognize the demands placed on Downtown mobility. The resulting Downtown Orlando Transportation Plan evaluated existing facilities, projects, future demand and identifies future transportation system enhancements. The Plan makes specific recommendations based on the analysis of streets, transit, parking, Intelligent Transportation Systems (ITS), traffic signalization, transportation demand management, freight, land use, and the bicycle and pedestrian network. The expansion of the LYMMO network is a key component of the future multi-modal transportation system to mitigate congestion in Downtown Orlando.

The City of Orlando secured two funding allocations from FTA:

- 1) In FY 2007, the City of Orlando submitted a proposal under FTA's FY 2007 Discretionary Alternatives Analysis Program for the LYMMO Expansion and received an allocation of \$240,000.
- 2) In FY 2008, the City of Orlando received an earmark under Section 5339 Alternative Analysis allocations in the amount of \$686,000.

The combined amount of \$926,000 for both allocations will provide funding for an AA scope that will satisfy FTA's guidelines for a Bus Rapid Transit Circulator Expansion Project in Downtown Orlando. As LYNX is the designated recipient of FTA funds, both the City and LYNX agree that LYNX be the grantee for the AA grants and that the City will handle planning and project management efforts. The total amount of \$926,000 will be used to complete the AA study which will be completed in about 18 months or approximately August 2010. The City has allocated the funding match towards the study.

As defined by FTA, Alternatives Analysis (AA) is the first step of the New Starts project development process, which must emerge from a regional, multi-modal transportation planning process. The FTA's New Starts program is the primary financial resource for supporting locally planned and implemented major transit capital investments. AA is the local forum for evaluating the costs, benefits, and impacts of a range of transportation alternatives designed to address mobility problems and other locally-identified objectives in a defined transportation corridor, and for determining which particular investment strategy should be advanced for more focused study and development. For AA studies which may result in the local selection of a project eligible for FTA New Starts funding, the AA further serves as the process for development of the technical information necessary to support a candidate project's into New Starts preliminary engineering.

LYNX and the City will execute an Inter-local Agreement to delineate responsibilities between agencies and sub-recipient requirements for pass-through of FTA funds.

PROPOSED NEW EXPANSION:

The Downtown Transit System Plan includes potential circulator routes that connect with the planned Commuter Rail stations. The circulator service would run at 5-10 minute headways and connect major destinations and attractions with Commuter Rail, connect remote parking garages to the Downtown core, and provide convenient circulation throughout Downtown.

The Downtown Transit Circulator Expansion Study recommended that three components be advanced in an Alternatives Analysis study. Those three components are:

1. East-West Circulator – a proposed Circulator using Central Boulevard to head westbound from Eola Drive to Parramore Street, then south on Parramore Street to Church Street, eastbound to Eola Drive, then north back to Central Boulevard. Phase II of this alternative includes an addition connecting the Thornton Park area all the way to the Citrus Bowl.
2. Downtown-Uptown Loop – a proposed connection from Orlando Health (OH) to Florida Hospital, with service Downtown using existing LYMMO Lanes on Magnolia Avenue and providing service to the uptown area along Orange Avenue and Magnolia Avenue
3. Alternative Corridors – Alternative corridors include the possible extensions of proposed routes for special events shuttle with service between the proposed Creative Village on the existing Centroplex City-owned property and the new Downtown Venues.

FISCAL IMPACT:

LYNX will immediately apply for the initial grant of \$240,000 to provide funding to generate the AA data and analysis. A grant amendment will obligate the 2nd AA allocation in the amount of \$686,000 to complete the final AA document which may result in the local selection of a project eligible for FTA New Starts funding. The AA document is a pre-requisite before FTA will authorize a project to proceed to preliminary engineering.

Funding for the Alternatives Analysis study in the total amount of \$926,000 will be included in the LYNX operating budget for FY 2009/2010. The City of Orlando has allocated funding for the study and will provide the required 20% local match in the amount of \$231,500, beginning with \$60,000 for the initial grant funding.

INTERLOCAL AGREEMENT

(Pursuant to the Florida Interlocal Cooperation Act of 1969, Part I, Chapter 163, Florida Statutes)

By and between

City of Orlando, Florida,

and

Central Florida Regional Transportation Authority (d/b/a LYNX)

**Relating to the Application to Federal Transit Administration for Funds for a
Downtown Orlando Transit Circulator Expansion Analysis**

_____, 2009

Orlando City Council

Regular Meeting of _____, _____, 2009

Central Florida Regional Transportation Authority Governing Board

Regular Meeting of _____, _____, 2009

THIS DOCUMENT PREPARED BY:

Roy Payne, Esq.
Fla. Bar No. _____
Assistant City Attorney

City of Orlando
Orlando City Hall
400 S. Orange Ave.
Orlando, Florida 32801
(407) _____

Patrick T. Christiansen, Esq.
Fla. Bar No. 0146230
General Counsel

Akerman Senterfitt
CNL Tower II, Suite 1200
420 S. Orange Ave.
Orlando, Florida 32801
(407) 419-8545

THIS INTERLOCAL AGREEMENT (“**Agreement**”), made in the City of Orlando, County of Orange, State of Florida, this _____ day of _____, 2009, is made and entered into by and between the **CITY OF ORLANDO, FLORIDA**, a Florida municipal corporation duly created, organized, and existing under, and by virtue of, the laws of the State of Florida, and having its principal place of business at Orlando City Hall, 400 S. Orange Ave., Orlando, Florida 32801 (the “**City**”), and the **CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY, d/b/a LYNX**, a Florida body politic and corporate, duly created, organized, and existing under, and by virtue of, Part II, Chapter 343, Florida Statutes, and having its principal place of business at Lynx Central Station, 455 N. Garland Ave., Orlando, Florida 32801 (the “**Authority**”).

WITNESSETH

WHEREAS, as provided by Article VIII, section 2(b) of the Constitution of the State of Florida, and section 166.021(1), Florida Statutes, the City, a Florida municipal corporation, enjoys all governmental, corporate, and proprietary powers necessary to conduct municipal government, perform municipal functions, and render municipal services, and may exercise any power for municipal purposes, except as expressly prohibited by law; and

WHEREAS, the Authority was created and established by Part II, Chapter 343, Florida Statutes, for the purpose of governing and operating a public transportation system and public transportation facilities in Seminole, Orange, and Osceola Counties, and may exercise all powers necessary, appurtenant, convenient, or incidental to the carrying out of said purpose; and

WHEREAS, this Agreement is made and entered into by the City and the Authority pursuant to the Florida Interlocal Cooperation Act of 1969, Part I, Chapter 163, Florida Statutes, the purpose of which is “to permit local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities”; and

WHEREAS, the City has created a Downtown Orlando Transportation Plan to evaluate existing facilities, projects, future demand and identify future transportation enhancements, and which makes specific recommendations based on the analysis of streets, transit, parking, Intelligent Transportation Systems (ITS), traffic signalization, transportation demand management, freight, land use, and the bicycle and pedestrian network;

WHEREAS, pursuant to the Downtown Orlando Transportation Plan, the expansion of the LYMMO network is a key component of the future multi-modal transportation system to mitigate congestion in Downtown Orlando; and

WHEREAS, the parties hereto desire to perform a LYMMO Expansion Alternatives Analysis study, the purpose of which is to provide data and analysis related to existing and future travel demand, trip patterns, modal preferences, and transportation needs within the Downtown Orlando, Florida area in order to improve the LYMMO network (the “**Project**”); and

WHEREAS, the Authority has submitted grant applications to the United States Department of Transportation, Federal Transit Administration (the “**FTA**”) for two grants in the amount of \$240,000 and \$686,000, respectively (collectively, the “**FTA Grants**”) to partially fund the Project; and

WHEREAS, the City has allocated funding for the Project and will provide a 20% local match in the amount of \$231,500; and

WHEREAS, LYNX desires to contract with the City to perform all of the services necessary to complete the Project, itself or through a Qualified Private Supplier (as defined below); and

WHEREAS, the City Council of the City of Orlando, Florida (the “**Orlando City Council**”), hereby finds and declares that increasing automobile congestion and continued population and employment growth in the City requires that the City and the Authority assist each other in the development, operation, and maintenance of a convenient, efficient, safe, and comfortable bus transit system; and

WHEREAS, the Orlando City Council hereby finds and declares that this Agreement promotes a valid and important public purpose and is in the best interest of the public health, safety, and welfare of the citizens of the City of Orlando; and

NOW, THEREFORE, in consideration of the promises and covenants contained herein, and other good and valuable consideration, each to the other provided, the receipt and sufficiency of which is hereby acknowledged, the City and the Authority agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are hereby incorporated into and made a part of this Agreement as if fully set forth hereinafter.

2. **Definitions.** For the purposes of this Agreement the following terms, phrases, words and their derivations shall have the meaning contained hereinafter, except where the context clearly requires otherwise.

2.1. “**Agreement**” means this Interlocal Agreement by and between the City of Orlando, Florida, and the Central Florida Regional Transportation Authority, including all incorporated attachments and exhibits, as may be amended from time to time.

- 2.2. **“Authority”** means the Central Florida Regional Transportation Authority, d/b/a Lynx, a Florida body politic and corporate, duly created, organized, and existing under, and by virtue of, Part II, Chapter 343, Florida Statutes.
- 2.3. **“City”** means the City of Orlando, Florida, a Florida municipal corporation duly created, organized, and existing under, and by virtue of, the laws of the State of Florida.
- 2.4. **“FTA”** means the United States Department of Transportation Federal Transit Administration.
- 2.5. **“FTA Grants”** means the two grants from the FTA in the amount of \$240,000 and \$686,000, respectively.
- 2.6. **“LYMMO”** means the Downtown Orlando bus rapid transit circulator operating under the name of “LYMMO.”
- 2.7. **“Project”** means a study, the purpose of which is to provide data and analysis related to existing and future travel demand, trip patterns, modal preferences, and transportation needs within the Downtown Orlando, Florida area in order to improve the LYMMO network.
- 2.8. **“Qualified Private Supplier”** means any person or firm (or persons or firms) retained by the City to provide goods and services related to the Project, all in accordance with this Agreement.

3. **Agreement to Furnish Services.** The City hereby agrees that it will, as an independent contractor, furnish all labor, materials, equipment, tools, supplies and incidentals necessary to complete the Project (collectively, the **“Services”**). It is anticipated that the Project will be completed in approximately 18 months from the effective date of this Agreement.

4. **Qualified Private Supplier.** The City may select a Qualified Private Supplier or Qualified Private Suppliers to perform work, or any portion thereof, related to the Project. The City shall be fully responsible for the selection of the Qualified Private Supplier or Qualified Private Suppliers, if any. The method by which the City seeks proposals from interested parties and selects a Qualified Private Supplier or Qualified Private Suppliers, if any, shall be at the sole and absolute direction and responsibility of the City. Nothing in this Agreement shall be interpreted to require that the City select a Qualified Private Supplier or Qualified Private Suppliers. If the City selects a Qualified Private Supplier or Qualified Private Suppliers, the City understands and accepts that the Authority may terminate this Agreement pursuant to paragraph 26 of this Agreement if the Qualified Private Supplier or any one of the Qualified Private Suppliers fails to perform any of their respective work in accordance with the terms and conditions of this Agreement, but only if the City fails to cure such failure within the applicable cure period. The Authority understands and accepts that it is the intent of the City at the time

that this Agreement is originally executed for the City to select a Qualified Private Supplier or Qualified Private Suppliers through a Request for Proposals or similar process. The Authority also understands and accepts that if the City is unable to obtain and contract with, in the opinion of the City, such a suitable Qualified Private Supplier or Qualified Private Suppliers, then the City may, in its discretion, terminate this Agreement.

5. **Reimbursements and Invoices.** As full compensation for the Services performed by the City or any Qualified Supplier, the Authority agrees to reimburse the City for 80% of all of its eligible costs and out of pocket expenses incurred in the performance of the Services. The remaining 20% shall be borne by the City. In addition, the Authority agrees to pay 80% of all eligible third party invoices submitted to the Authority which relate to the provision of Services. The remaining 20% of all such invoices shall be paid by the City. Costs, out of pocket expenses, and third party invoices will be “eligible” when they are supported by records demonstrating the nature and propriety of the charges, they are accompanied by a work progress report from the City which shows the Services performed for the period of time corresponding to the costs, out of pocket expenses or invoices, as applicable, and the Authority makes a determination that the expenditures meet all requirements of Federal Procurement Regulations and OMB Circular A-87. The Authority shall only be responsible to pay its portion of eligible costs, out of pocket expenses, and invoices to the extent of the FTA Grants received to date. Any reimbursements, expenses or charges in excess of such amounts shall be solely the responsibility of the City.

6. **Right to Audit.** The City shall maintain and keep, or will cause to be maintained and kept by any Qualified Private Supplier or other relevant third party, full and accurate books and records, and any other accounting or financial documents or records, invoices, general ledgers, accounts receivable records, accounts payable records, payroll records, or other materials as is reasonably necessary to audit, track, and verify all expenditures related to the Project. The City shall retain and maintain or cause such books and records to be retained and maintained for at least five (5) years after the termination date of this Agreement or until all then outstanding audits are closed, whichever is later. For the term of this Agreement, and for five (5) years after the termination date of this Agreement, the Authority and FTA, and any third party auditor designated by either of them shall have the right to independently examine, audit, inspect, and transcribe the books and records of the City and any Qualified Private Supplier or other relevant third party as described in this part. The City shall make or cause to be made available such books and records for the aforesaid purpose. The Authority agrees that any auditor that it designates to act pursuant to this part shall either be knowledgeable in auditing such books and records or shall joint venture the engagement with another auditor having such knowledge and experience. Any books and records required to be disclosed to the Authority and FTA pursuant to this part shall be subject to reasonable confidentiality restrictions not inconsistent with law, and shall be available for review during normal business hours on reasonable notice at the offices of the City in Downtown Orlando and may not be removed without the consent of the City, which consent will not be unreasonably withheld. Such review shall be conducted in such a

manner as to minimize, to the extent practicable, disruption and inconvenience to the City and its staff. Internal control standards and records required thereby shall be made available for review to the auditor. The reasonable costs and expenses incurred by each party under this part shall be borne by each respective party. The rights granted to the Authority under this part shall be in addition to and not in limitation of any other inspection or audit rights that the Authority may have under law.

7. **Indemnification by Third Parties.** On and after the effective date of this Agreement, the City and the Authority shall require all third party vendors providing any goods or services related in any way to the Project pursuant to this Agreement (including without limitation a Qualified Private Supplier, if any), if any, to defend, indemnify, and hold harmless both the City and the Authority, and each of their respective officers, directors, agents, and employees, whether elected, appointed, or otherwise (collectively referred to as the “Indemnitees” and individually as the “Indemnatee” for the purposes of this paragraph only) from and against any and all liabilities, losses, damages, costs, expenses, claims, obligations, penalties, and causes of action (including without limitation, reasonable fees and expenses for attorneys, paralegals, expert witnesses, and other consultants, at their respective prevailing market rates for such services) whether based upon negligence, strict liability, absolute liability, product liability, misrepresentation, contract, implied or express warranty, or any other principle or theory of law or equity, that are imposed upon, incurred by, or asserted against an Indemnatee or the Indemnitees or which an Indemnatee or the Indemnitees may suffer or be required to pay and which arise out of or relate in any manner from the respective third party’s performance of any work (or failure to perform any obligation or duty associated with such work) associated with the Project as anticipated by this Agreement, and which is caused in whole or in part by the respective third party, or any of its agents, employees, officers, directors, contractors, subcontractors, affiliates, or anyone directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable. Nothing contained in this paragraph shall constitute or be construed to mean or result in any indemnification of any matter by the City or the Authority to any other party, nor shall it constitute a waiver by the City or the Authority of its privileges under the principle of sovereign immunity.

8. **Third Party Insurance.** On and after the effective date of this Agreement, the City and the Authority shall require all third party vendors providing any goods or services related in any way to the Project pursuant to this Agreement (including without limitation a Qualified Private Supplier, if any), if any, to provide and maintain insurance in accordance with the insurance coverage policies of the City and the Authority for such third party goods and services providers. The respective policy or policies must name the City and the Authority as an additional insured. Nothing contained herein shall require the City or the Authority to itself obtain any insurance.

[Consider what, if any, specific insurance requirements should be included.]

9. **No Personal Liability.** No provision of this Agreement is intended, nor shall any be construed, as a covenant, promise, or obligation of any official, officer,

director, agent, or employee, whether elected, appointed, or otherwise, of the City or the Authority in their respective individual or private capacity and neither shall any such persons or entities be subject to personal or private liability by reason of any covenant, promise, or obligation of the City or the Authority hereunder.

10. **Delivery of Notices.** Any notice, demand, or other communication which any party may desire or may be required to give to any other party shall be in writing delivered by any one or more of the following methods, (i) hand delivery, (ii) a nationally recognized overnight courier, (iii) telecopy or facsimile, or (iv) United States Postal Service mail, first class, postage prepaid, or by United States Postal Service certified or registered mail with return receipt requested, to the following addresses, or to such other address as the party to receive such communication may have designated to all other parties by notice in accordance herewith:

If to the City:

City of Orlando
Orlando City Hall
40 S. Orange Ave.
Orlando, Florida 32801
Telephone: (407) _____
Facsimile: (407) _____

with a copy to:

Telephone: _____
Facsimile: _____

If to Authority:

LYNX
455 N. Garland Ave.
Orlando, Florida 32801
Telephone: (407) _____
Facsimile: (407) _____

with copy to:

Telephone: _____
Facsimile: _____

Any such notice, demand, or communication shall be deemed delivered and effective upon the earlier to occur of actual delivery or, if delivered by facsimile, the same day as confirmed by facsimile transmission.

11. **Assignment.** The Authority may not assign this Agreement, or any portion thereof, without the prior, written consent of the City, except that the Authority may contract with a Qualified Private Supplier as provided in paragraph 4 hereinabove.

12. **Third Parties.** Except as explicitly provided for herein, there shall be no third party beneficiaries with respect to this Agreement, and no right, nor any cause of action, shall accrue to or for the benefit of any third party.

13. **Compliance.** Except as explicitly provided for herein, any provision that permits or requires a party to take action shall be deemed to permit or require, as the case may be, the party to cause the action to be taken.

14. **Remedies.** Nothing in this Agreement shall be construed to limit either party's remedies in equity or law.

15. **Governing Law and Venue.** This Agreement shall be governed by and in accordance with the laws of the State of Florida. Any action or proceeding relating to the validity, performance, and enforcement of this Agreement, whether in law or equity, shall be brought and heard in Orange County, Florida. The City and the Authority hereby submit to the jurisdiction of the courts within Orange County, Florida, whether federal or state, for the purposes of any suit, action, or other proceeding, arising out of or relating to this Agreement, and hereby agree not to assert by way of motion as a defense or otherwise that such action is brought in an inconvenient forum or that the venue of such action is improper.

16. **Interpretation.** In the event any provision of this Agreement is capable of more than one reasonable interpretation, one which render the provision invalid and one that would render the provision valid, the provision shall be interpreted so as to render it valid.

17. **Further Assurances.** The City and the Authority shall cooperate and work together in good faith to the extent reasonably necessary to accomplish the mutual intent of the parties as expressed and anticipated herein.

18. **Entire Agreement.** This Agreement constitutes the entire, full, and complete agreement between the City and the Authority, with respect to the subject matter hereof, and supersedes and controls in its entirety over any and all prior agreements, understandings, representations, and statements, whether written or oral by either of the parties hereto.

19. **Captions, Headings, and Table of Contents.** The captions, headings, and the table of contents of this Agreement are for convenience of reference only and in no way define, limit, or otherwise describe the scope or intent of this Agreement nor shall in any way affect this Agreement or the interpretation or construction thereof.

20. **No Joint Venture or Agency.** Nothing contained in this Agreement or any other document executed in connection herewith is intended or shall be construed to establish the City as a joint adventurer or partner of the Authority. The City represents and warrants that it cannot create any obligation or responsibility on behalf of the Authority, nor bind the Authority in any manner. Each party hereto is acting on its own behalf, and have made its own independent decision to enter into this Agreement, and have likewise determined that the same is appropriate, proper, and in its own self-interest based upon its own judgment and the advice from such advisers as it may deem necessary and proper. Additionally, the City and the Authority, along with their respective agents, contractors, and subcontractors, shall perform all activities that are required and anticipated by this Agreement as independent entities and not as agents of the other party hereto.

21. **Severability.** If any sentence, phrase, paragraph, provision, portion, or part of this Agreement is for any reason held illegal or invalid by a court of competent jurisdiction, and which part shall not appear to have been a controlling or material inducement to the making hereof, such part shall be deemed of no effect and shall be deemed stricken from this Agreement without affecting the full force and binding affect of the remainder, but only to the extent that the remainder does not become unreasonable, absurd, or otherwise contrary to the purpose and intent of this Agreement.

22. **Default Notice.** The City and the Authority will immediately notify each other in the event of any known, discovered, or anticipated default hereunder.

23. **Non-action or Failure to Observe Provisions.** The failure of either the City or the Authority to promptly insist upon strict performance of any term, covenant, condition, or provision of this Agreement, or any other agreement, understanding, license, or arrangement contemplated hereby, shall not be deemed a waiver of any right or remedy that either the City or the Authority may have, and shall not be deemed a waiver of a subsequent default or nonperformance of such term, covenant, condition, or provision.

24. **Modification.** Modification of this Agreement may only be made by written agreement of the parties hereto.

25. **Effective Date.** This Agreement shall be effective beginning on the day immediately following this Agreement being filed in the Official Records of Orange County, Florida, unless such day is a Saturday or legal holiday, in which case the next immediately following day that is neither a Saturday or legal holiday shall be the date of effectiveness. This Agreement shall be filed in the Official Records of Orange County, Florida, by the Authority, and at the Authority's sole expense and effort, by no later than _____ (__) days following execution by the second of the two parties to execute.

26. **Termination of Agreement.**

26.1. **For Cause by the Authority.** In the event that the City fails to fulfill any material obligation established hereunder, or violates any material covenant, term, or condition of this Agreement, the Authority shall give the City written notice of such breach, failure, or violation. If such breach, failure, or violation is not cured to the reasonable satisfaction of the City within _____ (__) days from the date of the notice, the Authority may terminate this Agreement effective upon such additional notice to such effect or upon such other date as specified in such notice. If the Authority terminates this Agreement pursuant to this paragraph, then _____.

[Consider consequence of terminating Agreement]

26.2. **For Convenience by the Authority.** The Authority has the option, in its sole discretion, to terminate this Agreement, at any time during the term hereof, for convenience and without cause. The Authority may exercise this option by giving the City a written notice of termination specifying the date that termination will become effective, such date being not less than _____ (__) days from the date of the notice of termination. If the Authority terminates this Agreement pursuant to this paragraph, then _____.

[Consider consequence of terminating Agreement]

26.3. **For Convenience by the City.** The City has the option, in its sole discretion, to terminate this Agreement, at any time during the term hereof, for convenience and without cause. The City may exercise this option by giving the Authority a written notice of termination specifying the date that termination will become effective, such date being not less than _____ (__) days from the date of the notice of termination. If the City terminates this Agreement pursuant to this paragraph, then _____.

[Consider consequence of terminating Agreement]

27. **Authority to Execute and Comply.** The City and the Authority each represent and warrant that their respective signatories hereunder have been duly and lawfully authorized by the appropriate body or official(s) to execute this Agreement. Additionally, the City and the Authority each represent and warrant that they have respectively complied with all applicable requirements and preconditions of law necessary to enter into and be bound by this Agreement, and that they have full power and authority to comply with the terms and provisions of this Agreement.

28. **Binding Nature of this Agreement.** This Agreement shall be binding upon and shall inure only to the benefit of the parties hereto.

29. **Computation of Time.** In computing any period of time prescribed or allowed under this Agreement, the day of the act, event, or default from which the

designated period of time begins to run shall not be included. The last day of the period so computed shall be included unless it is a Saturday, Sunday, or legal holiday, in which case the period shall run until the end of the next day which is neither a Saturday, Sunday, or legal holiday. When the period of time prescribed or allowed is less than seven (7) days, intermediate Saturdays, Sundays, and legal holidays shall be excluded in the computation.

30. **Counterparts; Copies.** Only one (1) original of this Agreement shall be executed by the parties hereto. The fully executed original version of this Agreement shall be filed in the Official Records of Orange County, Florida, as described in paragraph 25 hereinabove. The fully executed original version that is returned by the keeper of the Officials Records of Orange County, Florida, shall be kept by the City Clerk of the City of Orlando, Florida. True and accurate telecopies, photocopies, facsimiles, or other mechanical reproductions shall have the same force and effect as the validly executed original, and, in lieu of the validly executed original, any party hereto may use such reproduction of this Agreement in any action or proceeding brought to enforce or interpret any of the provisions contained herein.

31. **Sovereign Immunity.** Each party hereto is a governmental agency or unit entitled to the benefit of the principles of sovereign immunity under the laws of the State of Florida. Nothing contained in this Agreement shall constitute a waiver by either party of such principle, and each party retains its rights under sovereign immunity.

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

[Remainder of this page intentionally left blank. Signature pages to follow.]

SIGNATURE PAGE BY CITY

FOR THE CITY OF ORLANDO,
FLORIDA, a Florida municipal corporation:

Mayor / Mayor Pro Tempore

ATTEST, BY THE CLERK OF THE
CITY COUNCIL OF THE CITY OF
ORLANDO, FLORIDA:

City Clerk

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

City Attorney

SIGNATURE PAGE BY AUTHORITY

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

By: _____
Linda Watson, Chief Executive Officer

ATTEST:

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM AND LEGALITY
ONLY FOR THE USE AND RELIANCE OF THE
CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY:

By: _____
Akerman Senterfitt, its General Counsel

Consent Agenda Item #6.B. vi

To: LYNX Board of Directors

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

Phone: 407.841.2279 ext: 6036

Item Name: Miscellaneous
Authorization to Approve and Execute an 18-month Agreement with the State of Florida Division of Emergency Management for Department of Homeland Security Transit Security Grant Program Funding.

Date: 1/22/2009

ACTION REQUESTED

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to approve and execute an 18-month agreement with the State of Florida Division of Emergency Management for the Department of Homeland Security Transit Security Grant Program funding in the amount of \$2.1M that was awarded in August 2008.

BACKGROUND:

The Department of Homeland Security Transit Security Grant Program is part of a comprehensive set of measures authorized by Congress and implemented to help strengthen the nation's critical infrastructure against risks associated with potential terrorist attacks. The program provides funds to transit systems to protect critical surface transportation infrastructure and the traveling public from acts of terrorism, major disasters, and other emergencies by elevating security on a system-wide level. The program is authorized by Section 1406 of *Implementing Recommendation of the 9/11 Commission Act of 2007* and the *Consolidated Security, Disaster Assistance, and Continuing Appropriations Act of 2009*.

The competitive grant program earmarked more than \$36.M in funding for TIER II transit agencies (bus only operations considered to be in high threat areas). There were 29 eligible TIER II transit agencies throughout the United States, including LYNX that met the requirements of this grant program. The awards were based on project effectiveness and

priorities set by DHS, Transportation Security Administration (TSA) and Federal Emergency Management Administration (FEMA).

LYNX has had success over the past two years in obtaining funding for identified projects. In 2007, LYNX received \$959,290 to conduct an agency-wide Basic Mass Transit Security Training, including Security Awareness and Behavior Recognition for all frontline employees and Basic Operations Training for Homeland Security sensitive areas and is nearing completion of that project.

The \$2.1M grant that was awarded in August 2008 will provide for the following:

- System-wide security upgrades including the LYNX CCTV Center to upgrade it from analog to digital and additional live monitoring capability.
- Install audio and video surveillance at 13 Superstops/Transfer Centers.
- Public education - Develop and implement a public awareness program internally and externally with the LYNX community to highlight Homeland Security awareness and diligence.
- Training to superior Homeland Security standards for homeland security sensitive operations within LYNX and with our responding agencies.

With these grant awards, LYNX has laid a solid foundation and continues to improve basic Homeland Security for the transit agency.

FISCAL IMPACT:

There will be no impact on the operating budget or required matching funds; the agreement is 100% funded by the grant.

Consent Agenda Item #6.B. vii

To: LYNX Board of Directors

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

<<Technical / Project Lead Title 3>>

Phone: 407.841.2279 ext: 6064

Item Name: Miscellaneous
Authorization to Submit Federal Transit Administration ITS Earmarks
Grant Application

Date: 1/22/2009

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to submit Federal Transit Administration (FTA) ITS Earmarks grant application totaling approximately \$3,220,050.

BACKGROUND:

The LYNX Comprehensive Operational Analysis (COA) and future route planning call for establishing a transit circulation system that is based on a combination of Bus Rapid Transit (BRT) and Intelligent Transportation Systems (ITS) elements to provide more efficient service along 13 identified Transit Emphasis Corridors.

LYNX has been successful in obtaining discretionary Federal earmarks for Intelligent Transportation Systems. LYNX completed a North Orange/South Seminole ITS project design using a combination of federal ITS earmarks and FDOT funding. The transit system project design, included elements of Bus Rapid Transit combined with ITS technologies to increase the effectiveness and efficiency of the service. Technologies include vehicle tracking, bus arrival information, customer information kiosks and other technology enhancements that will increase on time performance and meet new Title VI guidelines.

LYNX is ready to move forward with initial deployment utilizing a number of transit ITS elements along Link 102/103 corridor. It is our vision to deploy ITS technologies to enhance

LYNX Board Agenda

mobility along Transit Emphasis corridors. LYNX is currently utilizing the Automatic Vehicle Location (AVL) infrastructure which will support the next step of ITS system enhancements.

LYNX currently has two federal earmarks for the North Orange/ South Seminole corridor in the total amount of \$3,220,050 from previous appropriations. These earmarks are to be used for ITS projects only and need to be obligated into grants. FY 2009 is the last year of transit authorization under SAFETEA-LU.

LYNX will submit a grant application to program the Federal ITS earmarks to support technology enhancements along the North Orange/South Seminole corridor.

FISCAL IMPACT:

Approximately \$3,220,050 of FTA ITS funds will be programmed for capital projects in FY 2009 / FY 2010. This will be funded 100% by the Federal Transit Administration.

Consent Agenda Item #6.B. viii

To: LYNX Board of Directors

From: Bert Francis
CHIEF FINANCIAL OFFICER
Blanche Sherman
(Technical Contact)

<<Technical / Project Lead Title 3>>

Phone: 407.841.2279 ext: 6047

Item Name: Miscellaneous
Authorization to Transfer Twenty One Retired Buses to the Gainesville
Regional Transit System

Date: 1/22/2009

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to transfer twenty one (21) revenue vehicles and components to the Gainesville Regional Transit System (GRTS).

BACKGROUND:

LYNX maintenance staff has identified 21 diesel revenue vehicles for retirement. The Gainesville Regional Transit System has expressed an interest in receiving 21 of the LYNX retired vehicles to their agency.

Staff is recommending the removal of the 21 buses that were scheduled for retirement from service as part of the fleet reduction to comply with the 20% spare ratio requirements on December 7, 2008. The decision to remove these units from service is a business decision based on economics and service efficiencies.

The transfer of the 21 diesel buses will require FTA approval in order to waive or transfer any outstanding obligation associated with the vehicles and the related components which is currently valued at \$158,706. LYNX staff will continue to work with GRTS and/ or with other agencies to facilitate the transfer of the revenue vehicles.

FISCAL IMPACT:

The net book value of the twenty-one (21) diesel vehicles and components is \$158,706. The potential FTA obligation is \$158,706.

CFRTA (d/b/a LYNX) Proposed Transfer To Gainesville									
System No	Company Asset Number	Description	Manufacture Serial Number	Estimated Life In Years	Acquisition Date	Acquisition Value	Accumulated Depreciation as of January 31, 2009	Net Book Value as of January 31, 2009	Due To FTA
3367	283	GILLIG - PHANTOM-40/96TBS-50	15GCD2011T1086959	9	7/18/1996	189,064.87	189,064.87	0.00	
3375	276	GILLIG - PHANTOM-40/96TBS-50	15GCD2019T1086952	9	7/18/1996	189,605.97	189,605.97	0.00	
3687	311	GILLIG - PHANTOM-C21B096N4	15GCB2110V1086978	9	4/3/1997	195,718.60	195,718.60	0.00	
3688	310	GILLIG - PHANTOM-C21B096N4	15GCB2119V1086977	9	4/3/1997	195,718.60	195,718.60	0.00	
3689	309	GILLIG - PHANTOM-C21B096N4	15GCB2117V1086976	9	4/3/1997	195,718.60	195,718.60	0.00	
3690	308	GILLIG - PHANTOM-C21B096N4	15GCB2115V1086975	9	4/3/1997	195,718.60	195,718.60	0.00	
3691	307	GILLIG - PHANTOM-C21B096N4	15GCB2113V1086974	9	4/3/1997	195,718.60	195,718.60	0.00	
3692	306	GILLIG - PHANTOM-C21B096N4	15GCB2111V1086973	9	4/3/1997	195,718.60	195,718.60	0.00	
3693	305	GILLIG - PHANTOM-C21B096N4	15GCB211XV1086972	9	4/3/1997	198,604.38	198,604.38	0.00	
3694	304	GILLIG - PHANTOM-C21B096N4	15GCB2118V1086971	9	4/3/1997	195,718.60	195,718.60	0.00	
3695	303	GILLIG - PHANTOM-C21B096N4	15GCB2116V1086970	9	4/3/1997	195,718.60	195,718.60	0.00	
3696	302	GILLIG - PHANTOM-C21B096N4	15GCB2114V1086969	9	4/3/1997	195,718.60	195,718.60	0.00	
3925	315	GILLIG - PHANTOM-C20D096N4	15GCD2018V1086979	9	8/28/1997	198,414.20	198,414.20	0.00	
3926	318	GILLIG - PHANTOM-C20D096N4	15GCD2018V1086982	9	8/28/1997	198,414.20	198,414.20	0.00	
3927	319	GILLIG - PHANTOM-C20D096N4	15GCD201XV1086983	9	8/28/1997	195,531.17	195,531.17	0.00	
3928	317	GILLIG - PHANTOM-C20D096N4	15GCD2016V1086981	9	8/28/1997	198,414.20	198,414.20	0.00	
3929	316	GILLIG - PHANTOM-C20D096N4	15GCD2014V1086980	9	8/28/1997	198,414.20	198,414.20	0.00	
3930	320	GILLIG - PHANTOM-C20D096N4	15GCD2011V1086984	9	8/28/1997	198,414.20	198,414.20	0.00	
3931	321	GILLIG - PHANTOM-C20D096N4	15GCD2013V1086985	9	8/28/1997	198,414.20	198,414.20	0.00	
3932	322	GILLIG - PHANTOM-C20D096N4	15GCD2015V1086986	9	8/28/1997	198,914.66	198,914.66	0.00	
3940	330	GILLIG - PHANTOM-C20D096N4	15GCD2014V1086994	9	8/28/1997	196,024.36	196,024.36	0.00	
7817	309B	Transmission Gillig - Phantom C21B096N4	15GCB2117V1086976	9	4/3/1997	12,787.67	12,787.67	0.00	
7051	305B	Rebuilt Transmission 5HP590	122836	4	9/30/2002	12,347.06	12,347.06	0.00	
7052	315B	Rebuilt Transmission B400R	9350069423	4	9/30/2002	4,950.00	4,950.00	0.00	
7054	322B	Rebuilt Transmission B400	6510069428	4	9/30/2002	4,484.12	4,484.12	0.00	
7287	317A	Engine	15GCD2016V1086981	5	8/28/1997	23,406.42	23,406.42	0.00	
6911	316A	Rebuilt Engine - Detroit Diesel Series 50	4RE101953	4	9/30/2002	12,468.00	12,468.00	0.00	
7857	302A	Engine Gillig - Phantom-C21B096N4	15GCB211XV1086969	9	4/3/1997	23,428.86	23,428.86	0.00	
7329	317BB	Rebuilt Transmission B400R	9350096513	4	4/1/2003	4,500.00	4,500.00	0.00	
7330	318BB	Rebuilt Transmission B400R	9350355149	4	4/1/2003	4,500.00	4,500.00	0.00	
8060	276AA	Rebuilt Engine DD50	04RE102675	4	9/30/2003	13,474.77	13,474.77	0.00	
8061	321AA	Rebuilt Engine DD50	04RE102797	4	9/30/2003	12,882.19	12,882.19	0.00	
7826	307A	Engine Gillig - Phantom-C21B096N4	15GCB2113V1086974	9	4/3/1997	23,428.86	23,428.86	0.00	
8095	283BB	Rebuilt Transmission 5HP590	115908	4	9/30/2003	9,648.47	9,648.47	0.00	
8217	316BB	Rebuilt B400R Transmission	9350069431	4	4/1/2004	4,500.00	4,500.00	0.00	
8218	319BB	Rebuilt B400R Transmission	9350192471	4	4/1/2004	4,500.00	4,500.00	0.00	
9745	283AA	Rebuilt Engine DD50	4RE103418	4	9/30/2005	12,975.65	10,813.03	2,162.62	2,162.62
9756	330AA	Rebuilt Engine DD50	4RE103752	4	9/30/2005	14,040.00	11,700.00	2,340.00	2,340.00
11229	315A	Engine, Ser 50	4RE104347	4	9/30/2006	17,276.00	10,077.66	7,198.34	7,198.34
11230	318A	Engine, Ser 50	4RE104352	4	9/30/2006	17,276.00	10,077.66	7,198.34	7,198.34
11232	320A	Engine, Ser 50	4RE104277	4	9/30/2006	17,276.00	10,077.66	7,198.34	7,198.34
11233	319A	Engine, Ser 50	4RE104276	4	9/30/2006	17,276.00	10,077.66	7,198.34	7,198.34
11234	308A	Engine, Cummins M-11	34846077	4	9/30/2006	10,769.45	6,282.17	4,487.28	4,487.28
11238	311A	Engine, Cummins M-11	34846078	4	9/30/2006	10,769.45	6,282.17	4,487.28	4,487.28
11263	303B	Transmission, ZF 5HP590	115612	4	9/30/2006	13,061.05	7,618.94	5,442.11	5,442.11
11264	307B	Transmission, ZF 5HP590	209609	4	9/30/2006	9,209.79	5,372.37	3,837.42	3,837.42
11265	308B	Transmission, ZF 5HP590	122843	4	9/30/2006	11,350.40	6,621.06	4,729.34	4,729.34
11223	322A	Engine, Ser 50	4RE104001	4	9/30/2006	14,040.00	8,190.00	5,850.00	5,850.00
11270	320B	Transmission, Allison B400	6510192148-90390	4	9/30/2006	5,450.00	3,179.16	2,270.84	2,270.84
11271	321B	Transmission, Allison B400	9350354927	4	9/30/2006	5,175.48	3,019.02	2,156.46	2,156.46
11274	330B	Transmission, Allison B400	9320005340	4	9/30/2006	5,537.33	3,230.10	2,307.23	2,307.23
11244	303A	Engine, Cummins M-11	60414018	4	9/30/2006	14,060.00	8,201.66	5,858.34	5,858.34
11248	302B	Transmission, ZF 5HP590	79711	4	9/30/2005	11,899.76	9,916.46	1,983.30	1,983.30
12107	276BBB	Transmission	115913	4	9/30/2007	10,540.00	3,513.33	7,026.67	7,026.67
12005	309AA	Engine, Cummins Rebuilt M-11	60414254	4	9/30/2007	14,060.00	4,686.66	9,373.34	9,373.34
12011	306AA	Engine, Cummins Rebuilt M-11	60414471	4	9/30/2007	14,060.00	4,686.66	9,373.34	9,373.34
12039	306BB	TRANSMISSION, PRECISION REBUILT 5HP590	209611	4	9/30/2007	10,540.00	3,513.33	7,026.67	7,026.67
12045	304BB	Transmission	122837	4	9/30/2007	10,540.00	3,513.33	7,026.67	7,026.67
12013	304AA	Engine, Cummins Rebuilt M-11	60414366	4	9/30/2007	14,060.00	4,686.66	9,373.34	9,373.34
12018	310AA	Engine, Cummins Rebuilt M-11	60414367	4	9/30/2007	14,060.00	4,686.66	9,373.34	9,373.34
12004	305AA	Engine, Cummins Rebuilt M11	60414297	4	9/30/2007	14,060.00	4,686.66	9,373.34	9,373.34
12046	310BB	Transmission	209606	4	9/30/2007	10,540.00	3,513.33	7,026.67	7,026.67
12052	311BB	Transmission	209154	4	9/30/2007	10,540.00	3,513.33	7,026.67	7,026.67
Total						4,621,446.79	4,462,741.16	158,705.63	158,705.63

Consent Agenda Item #6.B. ix

To: LYNX Board of Directors

From: Bert Francis
CHIEF FINANCIAL OFFICER
Blanche Sherman
(Technical Contact)
Ed Velez
(Technical Contact)
William Hearndon
(Technical Contact)

Phone: 407.841.2279 ext: 6047

Item Name: Miscellaneous
Authorization to Transfer Assets (10 MDT Units) to Polk County Transit Services as a Result of the Completion of FTA Rural ITS Demonstration Grant Project

Date: 1/22/2009

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to transfer assets (10 MDT units) to Polk County Transit Services as a result of the completion of the Federal Transit Administration (FTA) Rural ITS Demonstration Grant project.

BACKGROUND:

The Central Florida Regional Transportation Authority (LYNX) and Polk County Transit Services (PCTS) entered into a joint demonstration project through a Federal Transit Administration Rural Intelligent Transportation Systems (ITS) Grant. The project was intended to show how to utilize ITS equipment to enhance demand response transportation services in rural areas.

With LYNX as the lead agency on the grant, a Request for Proposal was released for Computer Aided Dispatch, Mobile Data Terminal, and Automatic Vehicle Location (CAD/MDT/AVL) technology for both agencies. LYNX Board approved the purchase of 146 MDT units at the February 23, 2006 board meeting.

Phase I of the project included 21 units purchased through the Rural ITS grant (10 units for LYNX, 10 units for PCTS, and 1 unit for training) all to be held in ownership by LYNX.

LYNX Board Agenda

Following the successful implementation of the initial units, an additional 125 units for LYNX paratransit services were purchased (Phase II).

The project has been successful over the past two years. As of the end of January 2009, this pilot program will end and LYNX and PCTS will continue to operate the services independently. As such, PCTS has requested to obtain ownership of the 10 MDT units and the associated software to continue their services.

FISCAL IMPACT:

The net book value of the 10 MDT units is \$50,941. Since, this was an FTA funded project with LYNX and PCTS as partners; FTA must ultimately approve the transfer of ownership to PCTS and waive the potential amount due back to FTA.

Consent Agenda Item #6.B. x

To: LYNX Board of Directors

From: Bert Francis
CHIEF FINANCIAL OFFICER
Rich Bannon
(Technical Contact)

Phone: 407.841.2279 ext: 6047

Item Name: Miscellaneous
Consideration of Approval of Revisions to Administrative Rule #4

Date: 1/22/2009

ACTION REQUESTED:

Staff is requesting the Board of Directors' to approve the revisions to Administrative Rule #4 - Procurement and Contract Administration.

BACKGROUND:

The proposed changes include language that allows the Chairman of the Board of Directors to authorize the Chief Executive Officer (CEO) to enter into certain agreements that require action prior to the Board of Directors next official meeting. These agreements will be limited to issues that would have a business or financial prudence that would otherwise limit the agency's participation. The proposed changes also included a requirement to notify the FTA of any protests related to procurements involving Federal funds and keep the FTA informed of the status of any such protests.

FISCAL IMPACT:

There is no fiscal impact to this activity.

ADMINISTRATIVE RULE 4

PROCUREMENT AND CONTRACT ADMINISTRATION

DATE: **January 22, 2009** (NOTE: This Rule was modified and amended by the Governing Board at this Meeting).

SCOPE:

This Administrative Rule applies to the process by which the Authority contracts for labor, services, goods, and materials for its business, both in the normal and ordinary course of business and in emergency situations. It establishes the process and procedure to be followed by the Authority, the Governing Board, and Authority Staff in regard to said matters.

AUTHORITY:

Authority for the establishment of this Administrative Rule is as follows:

Part II, Chapter 343, Florida Statutes

RULE 4: Procurement and Contract Administration

- 4.1. **Definitions.** In addition to the other terms defined in the Administrative Rules, the following terms shall have the following meanings:

[The following definition in 4.1.1 was added by the Board at its meeting on January 22, 2009.]

- 4.1.1 **Advertising Contract** shall mean a Contract pursuant to which the Authority provides to a third party advertising on one or more properties of the Authority, in exchange for which there is paid or provided to the Authority money or other goods or benefits. Such a Advertising Contract includes Bus Advertising Contracts.
- 4.1.2 **Bid** means a formal written price offer by a Vendor to the Authority to furnish goods or services in response to an Invitation for Bid.
- 4.1.3 **Bidder** means a Vendor who has submitted a Bid to the Authority.
- 4.1.4 **Blanket Purchase Order** means an open Purchase Order under which a Vendor agrees to provide goods or services to the Authority on a demand basis, pursuant to a Contract that has been awarded and entered into by the Authority in accordance with these Administrative Rules. Thus, the Blanket Purchase Order may not be specific but must be limited as to the aggregate dollar amount which can be ordered under said Blanket Purchase Order.
- 4.1.5 **Bus Advertising Contract** shall mean a Contract pursuant to which the Authority provides to a third party advertising on one or more buses of the Authority, in

exchange for which there is paid or provided to the Authority money or other goods or benefits.

- 4.1.6 **Bus Trade** shall mean a transaction involving a Bus Advertising Contract pursuant to which the Authority provides to a third party advertising on one or more of its buses in exchange, in whole or in part, for a payment not in cash, but in kind. The payment in kind can take the form of any non-cash consideration such as services, labor, materials, advertising, etc.
- 4.1.7 **Change Order** means a modification to an existing Contract. For such Change Order to be valid, it must be in writing signed by the parties to that Contract to be bound, and must be approved by the appropriate process under this Rule.
- 4.1.8 **Chief Administrative Officer** or **CAO** means the officer responsible for the administrative management of the Authority. If there is not a person serving as the CAO or the CAO position is not implemented, then, in that event, either the Chairman of the Board or the Chief Executive Officer may designate another officer of the Authority to assume the responsibilities and exercise the powers of the Chief Administrative Officer.
- 4.1.9 **Chief Financial Officer (CFO)** means the officer responsible for the financial management of the Authority, and is designated as such. If there is not a person serving as the CFO or the CFO position is not implemented, then, in that event, either the Chairman of the Board or the Chief Executive Officer may designate another officer of the Authority to assume the responsibilities and exercise the powers of the Chief Financial Officer.
- 4.1.10 **Chief Of Staff** means the officer responsible for the financial management of the Authority, and is designated as such. If there is not a person serving as the Chief of Staff or the Chief of Staff position is not implemented, then, in that event, either the Chairman of the Board or the Chief Executive Officer may designate another officer of the Authority to assume the responsibilities and exercise the powers of the Chief of Staff.
- 4.1.11 **Chief Operating Officer (COO)** means the officer responsible for the general operations of the Authority, and is designated as such. If there is not a person serving as the COO or the COO position is not implemented, then, in that event, either the Chairman of the Board or the Chief Executive Officer may designate another officer of the Authority to assume the responsibilities and exercise the powers of the Chief Operating Officer.
- 4.1.12 **Contract** or **Agreement** means any agreement relating to the purchase or sale of goods, supplies, services, or other matters to or by the Authority, and includes without limitation, contracts for a fixed price, cost, cost plus a fixed fee, incentive contracts, contracts providing for the issuance of job or task orders and leases, letter contracts. It also includes by way of example Purchase Orders and Change Orders with respect to any of the foregoing.

- 4.1.13 **Contractor** means any Vendor having a Contract with the Authority.
- 4.1.14 **Debarment** means a disqualification of a Vendor to receive and participate in Invitations to Bid or Requests for Proposals or the award of Contracts by the Authority for a specified period of time pursuant to Section 4.14.3 hereof.
- 4.1.15 **Direct Pay** means a check request submitted to the Finance Department of the Authority for purchases of items defined in this Administrative Rule, and items below the threshold as defined in the Finance Policy and Procedure.
- 4.1.16 **Disadvantaged Business Enterprise** or **DBE** means a Vendor for which the gross revenues or number of employees averaged over the past years, inclusive of affiliates as defined by 13 C.F.R.121.103, (i) does not exceed the size standards as defined pursuant to Section 3 of the Small Business Act and for which the personal net worth of each owner (excluding primary residence and interest in Business) does not exceed the amount set forth from time to time in said Act, (ii) does not exceed the amount set forth from time to time in said Act for the average annual receipts over the firm's previous three (3) fiscal years and (iii) meets all criteria established in 49 C.F.R. Part 26 Sub Part D Certification Standards, as amended or supplemented, or any successor provision.
- 4.1.17 **Emergency** shall be the existence of a condition or conditions which, in the context of the public service provided by the Authority, would affect or could reasonably be expected to either (i) affect the public health and safety, or (ii) have an immediate, adverse and material effect on the Authority, its business, operations or property, as reasonably determined by any member of the Governing Board, the Chief Executive Officer, or in the absence of the Chief Executive Officer, any other Senior Officer, as further defined in Section 4.4.7 hereof.
- 4.1.18 **FDOT** shall mean the Florida Department of Transportation.
- 4.1.19 **FTA** shall mean the Federal Transit Administration.
- 4.1.20 **Finance Policy and Procedure** means the policy and procedure established from time to time by the Finance Department of the Authority.

[The following definition in 4.1.21 was added by the Board at its meeting on January 22, 2009.]

- 4.1.21 **Financially Exigent Agreement** means an agreement entered into or renewed in accordance with Section 4.4.13.

[The following definition in 4.1.22 was added by the Board at its meeting on January 22, 2009.]

- 4.1.22 **Financially Exigent Situation** means a situation whereby a grant or other funding device to or for the benefit of the Authority will terminate or whereby the Authority will otherwise suffer a financial loss or opportunistic loss.
- 4.1.23 **Fuel Contract** means a Contract pursuant to which the Authority purchases fuel for its ongoing operations.
- 4.1.24 **Invitation for Bid** or **IFB** means a solicitation by the Authority for a procurement and shall include all documents attached or incorporated by reference utilized within such solicitation.
- 4.1.25 **Major Contract** shall mean any Contract other than a Minor Contract. Specifically, by way of illustration, a Major Contract also includes any contract which has a value in excess of \$150,000.00 or which, has a term, including options, of more than 5 years, or is not in the approved budget for the Authority. For determining the value of the Contract, the value of all Options provided for in the Contract shall be considered and included at the time the Contract is proposed to be entered into with the Authority.
- 4.1.26 **Minor Contract** shall mean a Contract which (i) has a value of \$150,000.00 or less, (ii) is in the approved budget for the Authority, and (iii) has a term, including options, of not more than 5 years. In determining value, the value of all Options provided for in the Contract shall be considered and included at the time the Contract is proposed to be entered into with the Authority.
- 4.1.27 **Micropurchase(s)** means a Simplified Acquisition Procurement that is for \$2,500.00 or less that meets the requirements set forth in Subsection 4.6.6 hereof. The foregoing amount of \$2,500.00 is the amount set forth in applicable Federal guidelines for procurement by the Federal government and the foregoing amount shall be adjusted from time to time, without any further action by the Governing Board, to equal the amount set forth from time to time under said Federal guidelines.
- 4.1.28 **Option(s)** means in the context of any Contract, the right or option of the Authority to extend the term of that Contract for an additional period as provided for in the Contract.
- 4.1.29 **Piggybacking** or **Piggyback Contract** shall have the meaning set forth in Section 4.3.2(G).
- 4.1.30 **Post** means to display a recommendation of award of a Contract on the Authority website (or any other website; provided that the Authority's website contains a hyperlink to such other website) or on a bulletin board designated for such postings located in the Authority facility, or to provide to a Bidder or Proposer

actual notice of a recommendation of award of a Contract. The terms “**Post**” and “**Posting**” shall have correlative meanings. The Posting will occur upon said display on the Authority web site or bulletin board or when the Bidder or Proposal receives said actual notice or is actually aware of the recommendation by the Authority or, if applicable, the committee making said recommendation.

- 4.1.31 **Procurement(s)** means the buying, purchasing, renting, leasing or otherwise obtaining of any supplies, services, construction or any other item(s). It also includes all functions that pertain to the obtaining of any supplies, services, construction or any other item(s), including description of requirements, selection and solicitation of sources, preparation and award of contracts and all phases of contract administration.
- 4.1.32 **Procurement/Contracts Manager** means any person designated as the Procurement/Contracts Manager by the Chief Executive Officer. The Procurement/Contracts Manager shall be in charge of the Purchasing and Contracts Division and shall be authorized to enter into, execute, administer and make written determination of Contracts on behalf of the Authority pursuant to this Administrative Rule and within the authority granted the Procurement/Contracts Manager under this Administrative Rule.
- 4.1.33 **Project Contingency** means the amount set forth as the amount of the contingency in any Contract, plus (i) any savings derived as a result of the direct purchase of materials by the Authority, and (ii) any savings derived as a result of costs transferred from other line items within the project budget.
- 4.1.34 **Proposal** or **Response** means a document submitted by and executed by a Vendor to the Authority in response to a Request for Proposals or Request for Information, which if accepted by the Authority would represent a binding obligation to the Vendor.
- 4.1.35 **Proposer** means a Vendor who has submitted a Proposal to the Authority.
- 4.1.36 **Purchase Order** means the Authority’s document used to authorize a purchase transaction with a Vendor.
- 4.1.37 **Purchasing Card Program** shall mean the Micropurchase procedure or program undertaken by the Authority to process low dollar purchases of services and goods which utilize a purchasing card, as provided and set forth in Section 4.7 hereof.
- 4.1.38 **Purchasing and Contracts Division** means the applicable department or division of the Authority responsible for the administration of procurements and the procurement process and contracts on behalf of the Authority.
- 4.1.39 **Request for Information** or **RFI** means a solicitation for response from interested and prospective Vendors to provide information to determine specifications, qualifications and/or capabilities to satisfy a need of the Authority

and in which the successful Vendor may be given latitude in order to develop a product and/or service, which will fulfill said need.

- 4.1.40 **Request for Proposal** or **RFP** means a solicitation for Proposals to provide goods and/or services to the Authority, which is awarded by selection criteria to be established at the discretion of the Authority.
- 4.1.41 **Request for Quotation** or **RFQ** means an informal request either oral or written for a price Proposal from interested or prospective Vendors for specific goods and/or services.
- 4.1.42 **Requisition** or **Work Order Form** means an internal document generated by the Authority's originating department and forwarded to the Purchasing and Contracts Division for the Division to initiate a Procurement process for goods or services.
- 4.1.43 **Response** shall mean a Proposal.
- 4.1.44 **Responsible** when used in the context of a Bidder or Proposer, means a person who has, in the sole discretion of the Authority or, if applicable, the Source Evaluation Committee or Procurement/Contracts Manager, the capability to perform the Contract requirements, and the tenacity, perseverance, experience, integrity, ability, reliability, capacity, facilities, equipment, financial resources and credit, which will assure good faith performance.
- 4.1.45 **Responsive** when used in the context of a Bidder or Proposer means a person who has submitted a completed Bid or Proposal and complied with the requirements of the specific Procurement, as determined by the Authority in its discretion.
- 4.1.46 **Revenue Contract** means a Contract for which the Authority shall receive compensation or benefit (e.g. monetary, in trade or exchange, or otherwise) and includes, for example, a Bus Advertising Contract.
- 4.1.47 **Senior Officer** shall mean the Chief Administrative Officer, Chief Financial Officer, Chief Operating Officer, and Chief of Staff, and such other officers of the Authority as may be designated from time to time by the Governing Board. When the context applies, the term "**Senior Officer**" shall also include the Chief Executive Officer.

[The following definition in 4.1.48 was added by the Board at its meeting on January 22, 2009.]

- 4.1.48 **Short-Term Bus Service Agreement** means an agreement entered into in accordance with Section 4.4.12.

- 4.1.49 **Simplified Acquisition Procurement** means the procurement process that is for \$50,000.00 or less, that meets the requirements set forth in Subsection 4.4.10 hereof. The Simplified Acquisition Procurement may be further subdivided into other parts such as, for example, Micropurchase program or the Purchasing Card Program.
- 4.1.50 **Sole Source Procurement** shall mean a Procurement that is obtained by the Authority without competitive bidding and through a single or sole source which meets the requirements of Section 4.3.4 hereof.
- 4.1.51 **Source Evaluation Committee** or **SEC** means that committee established by the Authority (either through the Governing Board, the Purchasing and Contracts Division, or otherwise) that evaluates, ranks and selects Bidders to whom Contracts will be awarded in accordance with the Authority's Procurement procedures.
- 4.1.52 **Suspension** means the disqualification of a person to participate in any Procurement or the award of a Contract by the Authority for a period determined by the Authority, not to exceed three (3) years pursuant to this Administrative Rule.

[The following definition in 4.1.53 was added by the Board at its meeting on January 22, 2009.]

- 4.1.53 **Trade** shall mean a transaction involving an Advertising Contract pursuant to which the Authority provides to a third party advertising on one or more of its properties in exchange, in whole or in part, for a payment not in cash, but in kind. The payment in kind can take the form of any non-cash consideration such as services, labor, materials, advertising, etc.
- 4.1.54 **Vendor** means an actual or potential supplier of a good and/or service to the Authority.
- 4.1.55 **Vendor List** means the compilation by the Authority by category of goods and/or services of the names and addresses of those appropriate suppliers of goods and/or services that have indicated an interest in doing business with the Authority.

4.2. **General Provisions**

- 4.2.1 **Establishment, Scope, and Purpose.** The Governing Board has established this Administrative Rule governing Procurement and Contract administration. The purpose of this Administrative Rule is to place the Authority's contracting function under a centralized system, enabling the Authority to (i) establish policies governing all Procurements and Contracts, (ii) provide for fair and equitable opportunity for all persons doing business with the Authority, and

(iii) to provide safeguards for maintaining a structured procurement system of quality and integrity.

4.2.2 **Applicability.** This Administrative Rule shall apply to Procurements and Contracts by the Authority and the administration of Contracts by the Authority.

4.2.3 **Federal and State Applicability.** The Authority receives Federal and State funds. Therefore, Procurements must be conducted in accordance with any applicable Federal and/or State regulations which apply to that particular Procurement. The Authority (either through the Governing Board or the Chief Executive Officer) may modify Authority procedures including provisions of this Administrative Rule in order to comply with procedures for State or Federally funded grant programs. Any modification by the Chief Executive Officer shall be noticed to the Governing Board as an information item at the next scheduled meeting, if said modification is material. The Governing Board may waive any or all regulations, including, without limitation, this Administrative Rule, in order to comply with a Federal or State law.

4.2.4 **Discretion/Waiver Right of Authority.** Any determination to be made under this Administrative Rule may be made by the Authority (meaning the Governing Board in its discretion). The SEC, any Senior Officer or the Procurement/Contracts Manager may also make such determination in its or his/her discretion but only as to minor and non-material items (any material or substantive changes will need to be made by the Governing Board). In addition, the Authority shall have the right in its discretion to modify or waive any of these Rules with respect to any particular Procurement or in regard to any proposal/ability to award and approve Contracts.

4.2.5 **Purchasing and Contracts Division.** The Purchasing and Contracts Division shall administer and facilitate the Procurement process.

4.2.6 **Approval of Awards/Delegation of Authority.** Except as expressly provided herein, all approvals and awards of Procurements, whether by Request for Quotation, Invitation for Bid, Request for Proposals, work order or any other method authorized hereunder, and whether by Contract or any other method, shall require the approval of the Governing Board, or through delegated authority as set forth in this Administrative Rule.

4.3. **Requirement For/Exclusions From Competitive Bidding.**

4.3.1 **General Requirement for Competitive Bidding.** Except as otherwise provided below or elsewhere in these Administrative Rules, all Procurements will generally be sought through competitive bidding.

4.3.2 **Exclusions From Competitive Bidding.** Certain transactions cannot be handled through competitive bidding. The following transactions shall not be subject to a requirement for competitive bidding but will still be required to be approved by

the Governing Board or through delegated authority, as set forth in these Administrative Rules:

- A. Agreements between the Authority and governmental entities (i.e. interlocal agreements).
- B. Agreements between the Authority and non-profit organizations (i.e. interlocal agreements).
- C. Procurement of Direct Pay items in accordance with and subject to governing or applicable limits or Federal laws for the following: dues and memberships in trade or professional organizations, subscriptions for periodicals deemed necessary but ancillary for delivering of transportation services, advertisements, postage, expert witnesses, abstracts of titles for real property, closing costs and processing fees for acquisitions, title insurance for real property, deeds, judgments, debt service, mortgagee(s), collective bargaining agreements, salaries, taxes, auto allowance, borrowing of money, pensions, bonds, certificates of insurance, employee service performance awards, water, sewer, and electrical utility services, copyrighted books deemed necessary but ancillary for delivering of transportation services, videos deemed necessary but ancillary for delivering of transportation services, fees, costs of job-related seminars, training, catering service, and fees, licenses, permits, approved travel expenses for the Authority, and non-recurring charges deemed necessary but ancillary for delivering of transportation services.
- D. The lease or purchase of real property, such as land, easements, rights-of-way, existing buildings, structures, or improvements.
- E. Goods and/or services given to, or accepted by the Authority via gift, grant or bequest.
- F. Goods purchased with petty cash, not to exceed \$150.00.
- G. Purchases of goods and/or services through joint utilization of existing governmental competitive contracts available to the Authority pursuant to State or Federal law, commonly referred to as “**Piggyback Contracts.**” Piggyback Contracts may also include the piggybacking under contracts entered into with any local governmental jurisdiction such as Orange County, City of Orlando, Orange County School Board, etc.
- H. Blanket Purchase Orders.
- I. Items purchased for resale to the general public.
- J. Micropurchases.

- K. Contracts for obtaining of labor for the Authority through the collective bargaining process.
- L. Emergency purchases.
- M. Sole Source Procurements.
- N. Bus Advertising Contracts.
- O. Revenue Contracts.
- P. Short-Term Bus Service Agreements.
- Q. Financially Exigent Agreement.
- R. Other methods of procurement as determined by the Governing Board from time to time.

4.3.3 **Bidding Process for Procurements.** Subject to the further provisions of Section 4.3.2, the following dollar amounts will determine the process to be followed by the Authority in regard to procurement:

<u>Contract Amount</u>	<u>Process to be Followed</u>
Above \$50,000.00	A formal competitive bidding process is required such as an IFB or an RFP.
Below \$50,000.00 but above \$2,500.00	Generally a Request for Quotation which would require two or more quotes which could be done by phone, email, etc.
\$2,500.00 or less	Does not require formal competitive process but does require that purchases generally be distributed among vendors and that the price be fair and reasonable.

The provisions of this Section shall not be applicable to any Procurement under Section 4.3.2 or as otherwise determined by the Governing Board.

4.3.4 **Sole Source Procurements.**

- A. A determination of sole source may be made by the Chief Executive Officer after conducting a good faith review of available sources, which demonstrates there is only one viable source for the required supply, service, or item. A record of determination of the sole source shall be maintained by the Procurement/Contracts Manager. Any such sole source Procurement shall conform to the requirements of FTA and applicable State or Federal law.

- B. For a commodity or service to be deemed as a sole source Procurement, the Purchasing and Contracts Division must have the appropriate documentation proving at least one of the following:
1. The item is available only from a single source;
 2. The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
 3. FTA authorizes noncompetitive negotiations;
 4. After solicitation of a number of sources, competition is deemed inadequate; or
 5. The item is an associated capital maintenance item as defined in 49 U.S.C. §5307(a)(1) that is procured directly from the original manufacturer or supplier of the item to be replaced. The Authority must first certify in writing to FTA: (i) that such manufacturer or supplier is the only source for such item; and (ii) that the price of such item is no higher than the price paid for such item by like customers.
- C. The procedure for acquiring a sole source procurement shall not waive the approval/execution requirements otherwise set forth in these Administrative Rules. Thus, for example, a Major Contract, if found to be a sole source procurement, must still be approved by the Governing Board.
- D. Any sole source procurement shall be reported to the Governing Board at its next meeting as an information item.

4.4. **Contract Authority – Who May Approve and Execute Contracts.**

- 4.4.1 The following chart typically sets forth the approval required for a particular Contract, and is subject to the more specific provisions of the applicable Rule:

	<u>Amount of Contract</u>	<u>Required/Permitted Approval</u>	<u>Rule Reference</u>	<u>Ability to Delegate Approval Authority</u>	<u>Who Can Execute</u>
1	Major Contract NOTE: Generally speaking, every contract is a Major Contract requiring approval by the Governing Board, unless otherwise provided in these Administrative Rules.	Governing Board	4.4.2	No. The Governing Board does, however, have the authority when it approves the contract to delegate authority.	Any Senior Officer (which would include CEO). The Governing Board in approving the Contract, can further delegate or restrict authority as to who can execute the Contract.
2	Options for Major Contracts NOTE: Any approval of an option under this provision shall be noticed to the Governing Board as an information item at the next scheduled meeting of the Governing Board. NOTE: Any Option not falling within this category requires approval by the Governing Board.	CEO, provided: a) such option was contained in the original approved contract and clearly described in the printed agenda of the Governing Board for that meeting; and b) Governing Board authorized the renewal of the option without the need for further Governing Board approval	4.4.3	The Governing Board can delegate the authority to approve any Option. CEO cannot delegate his/her authority to approve the exercise of any Option.	CEO or in the absence of the CEO, any other Senior Officer, provided the CEO has approved the exercise of the Option.
		NOTE: Thus, if the Governing Board does not specifically authorize staff to exercise options, options must come back to the Governing Board for approval.			

	<u>Amount of Contract</u>	<u>Required/Permitted Approval</u>	<u>Rule Reference</u>	<u>Ability to Delegate Approval Authority</u>	<u>Who Can Execute</u>
3	<p>Minor Contract</p> <p>NOTE: In considering the amount of the contract, the value of all options is included.</p> <p>Any contract of \$25,000 or more in any one fiscal year shall be noticed to the Governing Board as an information item at the next scheduled meeting of the Governing Board.</p>	CEO	<p>4.4.4</p> <p>4.4.5</p>	<p>Yes. CEO can delegate authority to approve said minor contract to:</p> <p>a) other Senior Officer if Contract has a value of \$50,000 or less.</p> <p>b) Procurement/ Contracts Manager if Contract has a value of \$25,000 or less.</p> <p>c) Contract Administrators/ Buyers if Contract has a value of \$5,000 or less.</p> <p>d) To other LYNX employees for micropurchases of \$2,500 or less.</p>	The same party to whom authority has been delegated can execute the Contract.
4.	<p>Bus Advertising Contracts</p> <p>a) Level 1 contracts – contract does not exceed \$180,000 in the aggregate and the term does not exceed 12 months.</p> <p>b) Level 2 contracts – exceeding \$180,000 but less than \$300,000 or less, or having a term greater than 12 months.</p> <p>c) Level 3 contracts – all other bus advertising contracts.</p> <p>NOTE: A summary of new advertising contracts shall be provided as information items to the Governing Board at its next meeting.</p> <p>If the Bus</p>	<p>a) CEO or CFO.</p> <p>b) CEO provided that the contract receives prior approval by the Authority's general counsel.</p> <p>c) Must be approved by the Governing Board and reviewed by Authority's general counsel</p>	<p>4.4.6</p>	<p>a) If the contract is less than \$150,000, then the CEO can further delegate under 3 above</p> <p>b) No.</p> <p>c) No.</p>	<p>a) CFO or CEO</p> <p>b) CEO</p> <p>c) As determined by Governing Board in its approval. See 1 above as this would be a Major Contract.</p>

	<u>Amount of Contract</u>	<u>Required/Permitted Approval</u>	<u>Rule Reference</u>	<u>Ability to Delegate Approval Authority</u>	<u>Who Can Execute</u>
	Advertising Contract involves a Bus Trade, then that Bus Trade must be approved by CEO.				
5	<p>Emergency Purchases</p> <p>NOTE: Any such contracts shall be reported to the Governing Board at its next scheduled meeting as a discussion item.</p>	<p>a) CEO, without Governing Board approval, if amount involved is \$150,000 or less.</p> <p>b) If the amount exceeds \$150,000, then the CEO in light of the emergency circumstances shall attempt to contact the Chairman of the Board or, in his/her absence, the Vice-Chairman for approval and oversight; if the Chairman and the Vice-Chairman cannot be contacted or the circumstances are such that the emergency does not allow time to contact the Chairman and the Vice-Chairman, then the CEO will have authority to approve and execute the Contract.</p> <p>c) Authority is also provided to the Chairman of the Board or, in the absence of the Chairman and the CEO, then the Vice Chairman of the Board. However, in the absence of the CEO, the Chairman of the Board or in his/her absence, the</p>	4.4.7	<p>a) For amounts of \$150,000 or less, the CEO may delegate to any Senior Officer.</p> <p>b) CEO may not delegate amounts in excess of \$150,000, which amounts will be approvable by the CEO, the Chairman of the Board, or in his/her absence, to the Vice Chairman to approve Emergency Purchases</p>	<p>a) CEO or whoever the CEO may delegate.</p> <p>b) In the absence of CEO, any other Senior Officer may execute if approved by Chairman or Vice-Chairman.</p>

	<u>Amount of Contract</u>	<u>Required/Permitted Approval</u>	<u>Rule Reference</u>	<u>Ability to Delegate Approval Authority</u>	<u>Who Can Execute</u>
		Vice Chairman may delegate authority to execute to any Senior Officer to approve and execute the Contract.			
6	<p>Fuel Purchases</p> <p>NOTE: Any fuel purchases under this Rule would be reported to the Governing Board at its next scheduled meeting as an information item.</p> <p>NOTE: The Governing Board would generally establish guidelines for fuel purchases every two years.</p>	<p>a) Governing Board Approval is required for any competitive solicitation. However, in said approval, the Governing Board can establish the conditions for approval of that contract by the CEO or other persons to accept fuel bids and execute fuel contracts.</p> <p>b) If LYNX has an opportunity to acquire fuel at a savings of 5% or more over its existing fuel contract, and that is permitted under the existing fuel contract, (i.e. the existing fuel contract is not on an exclusive basis) then the CEO would have the ability to acquire such other fuel at such a savings or more and for a term not longer than the term of the other fuel contract, including options.</p>	4.4.9	<p>CEO</p> <p>CEO</p>	<p>CEO</p> <p>CEO</p>
7.	<p>Short-Term Bus Service Agreement</p> <p>NOTE: Any such agreement shall be reported to the Governing Board at its next scheduled meeting.</p>	<p>CEO if the dollar value of the agreement does not exceed \$500,000.</p> <p>Chairman of the Board if the dollar value of the agreement exceeds \$500,000.</p>	4.4.12	Yes.	CEO or its designee.

	<u>Amount of Contract</u>	<u>Required/Permitted Approval</u>	<u>Rule Reference</u>	<u>Ability to Delegate Approval Authority</u>	<u>Who Can Execute</u>
8.	Financially Exigent Agreement NOTE: Any such agreement shall be reported to the Governing Board at its next scheduled meeting as an information item.	CEO if the agreement or renewal, as applicable, is less than \$150,000. Chairman of the Governing Board if the agreement or renewal, as applicable, is \$150,000 or more.	4.4.13	No.	CEO.

The above Chart is specifically subject to the further provisions of each specific rule.

4.4.2 **Major Contracts (Including Contracts Above \$150,000.00).** Except as otherwise expressly set forth in a resolution by the Governing Board or in these Administrative Rules (e.g. Emergency Purchases), all Major Contracts must be approved by the Governing Board. In that regard:

- A. The Governing Board shall have the authority by resolution to delegate authority to approve Major Contracts on such terms as the Governing Board may determine.
- B. Once approved by the Governing Board, any Major Contract can be executed by the CEO or any other Senior Officer, unless otherwise provided in said approval. The Governing Board in approving the Major Contract may also authorize other Authority employees to execute said Contract.
- C. Generally, every contract is deemed to be a “Major Contract” which requires Governing Board approval, unless otherwise provided in these Administrative Rules or as otherwise provided from time to time in a resolution approved by the Governing Board.
- D. In order to determine whether a Contract exceeds \$150,000.00 and is therefore a “Major Contract”, the value of all Options is to be included as if exercised, with such determination being made at the time the Contract is being considered for execution by the Authority.
- E. Approval of the Governing Board is also needed to exercise any Options, unless otherwise provided in Section 4.4.3 below.

4.4.3 **Ability to Approve and Exercise Options For Major Contracts.** Subject to the further provisions of this Section, approval to exercise an Option for a Major Contract, must be further approved by the Governing Board.

- A. Notwithstanding the above, the CEO can approve the exercise of an Option under a Major Contract provided the following two conditions are met:
 - 1. The Option was contained in the original approved Major Contract clearly described in the printed agenda of the Governing Board for that meeting; and
 - 2. The Governing Board authorized the renewal of the Option without the need for further Governing Board approval.
- B. Once approved by the CEO, the CEO is authorized to execute the Option. The CEO may also authorize any other Senior Officer to execute the Option, but the CEO must first authorize the exercise of the Option.
- C. Any approval of an Option under this Section shall be noticed to the Governing Board as an information item on the next scheduled meeting of the Governing Board.
- D. With respect to options involving Minor Contracts, those may be approved and executed with the same authority and execution parameters as is the case for a Minor Contract.

4.4.4 **Minor Contracts (Generally Contracts of \$150,000.00 or Less).** Except as may be otherwise expressly set forth in a resolution adopted by the Governing Board, the CEO shall have the authority to approve and execute all Minor Contracts. In that regard:

- A. Any Minor Contract of \$25,000.00 or more in any one fiscal year of the Authority shall be noticed to the Governing Board as an information item at the next scheduled meeting of the Governing Board.
- B. In order to determine whether a contract is \$150,000.00 or less, the value of all Options is to be included as if fully exercised, with such determination being made at the time the Contract is being considered for execution by the Authority.
- C. The CEO shall further have the right to approve and exercise any Options for a Minor Contract.

4.4.5 **Delegation by CEO to Further Approve and/or Execute Minor Contracts.**

- A. The Chief Executive Officer may in writing delegate his or her authority under Subsection 4.4.4, to approve and/or execute Minor Contracts (including the approval and exercise of Options for Minor Contracts), all on such terms and conditions as the CEO deems appropriate, in the following values or amounts and to the following individuals:

<u>Amount of Contract</u>	<u>Who Can Approve/Execute</u>
\$50,000 or less	CFO and/or CAO
25,000 or less	Procurement/Contracts Manager
5,000 or less	Contract Administrator/Buyers
2,500 or less	Individual Authority Employees for Micropurchasers

There shall be maintained in the office of the Chief Executive Officer a listing and schedule of any such delegations, including the amount and persons to whom any such authorities have been delegated and the terms of such delegation. Said report shall be furnished to the Governing Board on an annual basis.

- B. **Scope of Delegations; Responsibility of Officers.** The delegation of authority to approve and award Procurements and Contracts are limited in scope and apply only to those Senior Officers and Authority staff to whom such authority has expressly been delegated herein. No Senior Officer or Authority staff to whom such authority has been delegated hereunder shall have the power or authority to further delegate such authority, or otherwise designate any other individual to carry out the approval and award of Procurements and Contracts authorized hereunder. In the exercise of the authority delegated to them under this Administrative Rule, the Senior Officers shall be subject to the authority and direction of, and fully accountable to, the Chief Executive Officer, who shall be fully accountable to the Governing Board for their actions, in the same manner as if such authority had been delegated to them by the Chief Executive Officer. Each individual to whom such authority has been delegated hereunder in excess of \$15,000.00 shall sign a “**Statement of Responsibility**” and will be held accountable for all actions occurring under their authority and shall be governed at all times by applicable State and Federal laws. Any person authorized to make purchases exceeding in dollar amount or dollar value of \$15,000.00 shall file a statement of financial interest with the Supervisor of Elections in the jurisdiction within which he or she permanently resides.

[The following Section 4.4.6 was amended/modified by the Board at its meeting on January 22, 2009 to relabel the Section, add a new Section 4.4.6B.]

- 4.4.6 A. **Bus Advertising Contracts.** Authority to approve and execute Bus Advertising Contracts shall be by the methods and in the maximum amounts specified below:

- A. **Level 1 Contracts.** The Governing Board hereby delegates to each of the Chief Executive Officer, Chief Administration Officer and the Chief

Financial Officer, the authority to approve and execute, on behalf of the Governing Board and in accordance with these Administrative Rules and applicable law, Bus Advertising Contracts with (i) a dollar value or dollar amount not to exceed \$180,000.00 in the aggregate, and (ii) a term, including any option to extend or renew, not to exceed twelve (12) months. Legal approval is waived for these Level 1 Bus Advertising Contracts only on the premise that the standard printed form provided by Authority general counsel is used. Any addendum or modification from the standard printed form will require legal review and approval. Level 1 Contracts shall be reviewed after six months by the Authority and/or Authority general counsel.

- B. **Level 2 Contracts.** The Governing Board hereby delegates to the Chief Executive Officer the authority to approve and execute, on behalf of the Governing Board and in accordance with these Administrative Rules and applicable law, Bus Advertising Contracts with a dollar value or dollar amount not to exceed \$300,000.00 in the aggregate, provided that the contracts receive prior approval by Authority general counsel.
- C. **Level 3 Contracts.** All other bus advertising contracts shall require and be reviewed by Authority general counsel and approved by the Governing Board.
- D. **Aggregate.** All dollar amounts and terms above are based on dealings with a single customer and shall be considered in the aggregate when classifying within each level. No bus advertising contracts shall be artificially divided so as to fall within Level 1 or Level 2 thresholds.
- E. **Bus Trades.** In the event the Bus Advertising Contract involves a Bus Trade, then the following provisions will apply:
 - 1. Subject to the further provisions set forth below, all Bus Trades are subject to the same level of approval as is the Bus Advertising Contract. Thus, for example, if the Contract being considered is a Level 3 Contract, then the Governing Board must approve the Bus Trade.
 - 2. Subject to any further delegation by the CEO, the CEO will be required to approve all Bus Trades.
 - 3. The CEO may in writing delegate his/her authority to approve Bus Trades in accordance with the level of approval set forth for the Bus Advertising Contracts.
- F. **Notice to Governing Board.**
 - 1. A summary of new Bus Advertising Contracts (not previously furnished to the Governing Board as an information or other item)

shall be provided as information items with the Governing Board meeting documents.

2. There shall be presented to the Governing Board on an annual basis an annual report of all the Bus Advertising Contracts then outstanding and entered into during the previous year.

[The following Section 4.4.6B was added by the Board at its meeting on January 22, 2009.]

4.4.6 B. **Other Advertising Contracts (Bus Shelters, etc.)** Authority to approve and execute Bus Advertising Contracts shall be by the methods and in the maximum amounts specified below:

- A. **Level 1 Contracts.** The Governing Board hereby delegates to each of the Chief Executive Officer, Chief Administration Officer and the Chief Financial Officer, the authority to approve and execute, on behalf of the Governing Board and in accordance with these Administrative Rules and applicable law, Advertising Contracts with (i) a dollar value or dollar amount not to exceed \$180,000.00 in the aggregate, and (ii) a term, including any option to extend or renew, not to exceed twelve (12) months. Legal approval is waived for these Level 1 Advertising Contracts only on the premise that the standard printed form provided by Authority general counsel is used. Any addendum or modification from the standard printed form will require legal review and approval. Level 1 Contracts shall be reviewed after six months by the Authority and/or Authority general counsel.
- B. **Level 2 Contracts.** The Governing Board hereby delegates to the Chief Executive Officer the authority to approve and execute, on behalf of the Governing Board and in accordance with these Administrative Rules and applicable law, Advertising Contracts with a dollar value or dollar amount not to exceed \$300,000.00 in the aggregate, provided that the contracts receive prior approval by Authority general counsel.
- C. **Level 3 Contracts.** All other Advertising Contracts shall require and be reviewed by Authority general counsel and approved by the Governing Board.
- D. **Aggregate.** All dollar amounts and terms above are based on dealings with a single customer and shall be considered in the aggregate when classifying within each level. No Advertising Contracts shall be artificially divided so as to fall within Level 1 or Level 2 thresholds.
- E. **Trades.** In the event the Advertising Contract involves a Trade, then the following provisions will apply:

1. Subject to the further provisions set forth below, all Trades are subject to the same level of approval as is the Advertising Contract. Thus, for example, if the Contract being considered is a Level 3 Contract, then the Governing Board must approve the Trade.
2. Subject to any further delegation by the CEO, the CEO will be required to approve all Trades.
3. The CEO may in writing delegate his/her authority to approve Trades in accordance with the level of approval set forth for the Advertising Contracts.

F. Notice to Governing Board.

1. A summary of new Advertising Contracts (not previously furnished to the Governing Board as an information or other item) shall be provided as information items with the Governing Board meeting documents.
2. There shall be presented to the Governing Board on an annual basis an annual report of all the Advertising Contracts then outstanding and entered into during the previous year.

[The following Section 4.4.6C was relabeled and modified to apply to all Advertising Contracts by the Board at its meeting on January 22, 2009.]

4.4.6 C Limitations on Advertising Content.

1. The purpose of entering into Advertising Contracts is to maximize the total amount of revenue available to the Authority. To this end, the Authority is cognizant that the revenue it earns from Advertising Contracts is based upon the perceived class of the businesses advertising on the Authority's advertising space; if advertisers perceive the Authority's advertising space to be a medium for lower caliber businesses or morally or politically controversial materials, the Authority's advertising rates, and corresponding revenue, would decline.
2. There shall be no political, alcohol, tobacco, gambling, sexually or adult-oriented advertising of any nature whatsoever.
3. There shall be no advertising that is false, misleading, deceptive, contrary to good taste, controversial, or offensive to the moral standards of the community.

4. The initial determination of what constitutes an advertisement which must be rejected pursuant to subsections (2) or (3), above, shall be made by the Chief Executive Officer. The determination of the Chief Executive Officer may be appealed to the Governing Board, by the party seeking to advertise (the “Complaining Party”), upon filing notice within thirty (30) days of receiving the Chief Executive Officer’s initial determination. The determination of the Governing Board shall be final and conclusive. A failure to file notice of appeal within the time set forth above shall constitute a waiver of the Complaining Party’s right to appeal the decision of the Chief Executive Officer.
5. In addition to those advertisements which must be rejected pursuant to subsections (2) and (3), above, the Governing Board retains the discretion to reject any Bus Advertising Contract or specific advertisement whose content could reasonably be perceived to threaten the Authority’s revenue stream.
6. In the event either provision (3), (4), or (5), above, is held to be unconstitutional, such unconstitutionality shall have no effect on provisions (1), (2), or any other provisions contained in this rule.

This Rule applies to all Advertising Contracts, including Bus Advertising Contracts.

4.4.7 Emergency Procurements.

- A. Subject to the rules of the FTA and the State of Florida, as applicable, in case of any Emergency, the Administrative Rules, including any required competitive bidding, are hereby waived to the extent needed to meet and address the Emergency.
- B. The Senior Staff shall to the extent possible keep the Governing Board, and particularly the Chairman of the Board, if feasible, advised and informed regarding the Emergency, and the efforts undertaken by the Authority to address said emergency.
- C. The authority provided under these Administrative Rules to address any emergency shall apply during the term of the Emergency.
- D. Documentation of any such Emergency shall be maintained by the Procurement/Contracts Manager, and shall be reported to the Governing Board at its next scheduled meeting as a discussion item.

4.4.8 Revenue Contracts.

- A. Revenue Contracts are generally those contracts which do not involve the acquisition of goods or services by the Authority and do not involve the

payment of funds by the Authority. Said Revenue Contracts generally involve contracts whereby the Authority will provide to a third party the right to use property or privileges of the Authority in exchange for the payment of funds or other value to the Authority.

- B. Subject to the further provisions set forth below, all Revenue Contracts shall be deemed to be Major Contracts which require the approval of the Governing Board.
- C. Notwithstanding the foregoing, the Chief Executive Officer may approve Revenue Contracts provided both (i) the value of said Revenue Contract, including options, does not exceed \$150,000.00, and (ii) the term of the Revenue Contract does not exceed 5 years. In considering the approval of any Revenue Contract, the following standards will be applicable:
 - 1. The competitive bidding procedures for the Authority shall apply, if applicable.
 - 2. The Authority shall seek to obtain the highest and best value for the Authority.
- D. Revenue contracts which are not submitted to the Governing Board for their approval shall be noticed at the next meeting of the Governing Board as an information item.

4.4.9 **Fuel Contracts.**

- A. The Governing Board finds that the procurement of fuel by the Authority, is both an absolute necessity for the Authority to fulfill and meet its public purpose and also that the procurement of fuel is a widely varying process that is subject to the market risks and shifts from time to time. Therefore, the Authority must be prepared in acquiring fuel to be able to adjust to and meet market conditions from time to time.
- B. The Governing Board will generally on a two year basis establish the guidelines or process by which the Authority may seek to acquire fuel for the Authority's operations. Generally speaking, the Governing Board may authorize the process by which fuel will be acquired for each two year period which will generally authorize the Chief Executive Officer to establish the terms and conditions of the competitive bidding process and for the Chief Executive Officer to award and execute the contract.
- C. Recognizing that fuel contracts will vary from time to time, if an opportunity is presented to the Authority that would provide for a savings in fuel costs of 5% or more, the CEO is authorized subject to permitted contract requirements to purchase and enter into contracts to acquire such other fuel.

- D. Fuel contracts purchased through the procedure not involving final Governing Board Authority shall be reported to the Governing Board at its next scheduled meeting as a discussion item.

4.4.10 **Simplified Acquisition Procurements.**

- A. No purchase of goods, consultant services, services and/or construction shall be artificially divided so as to fall within this Simplified Acquisition Procurements exemption.
- B. Simplified Acquisition Procurements include any Procurement with an amount of \$50,000.00 or less.
 - 1. Procurements with an amount of \$2,500.00 (or such other amount as may be modified from time to time in Federal guidelines) or less do not require quotes. However, such Procurements are expected to be well distributed between Vendors.
 - 2. Procurements with an amount greater than \$2,500.00 (or such other amount as may be modified from time to time in Federal guidelines) require a Request for Quotation (RFQ) or other competitive bidding process as authorized herein. Purchases shall be made on the basis of at least two written quotations. The written quote may be emailed, faxed or mailed to Authority. The written quote must clearly identify the Vendor making the quote and the total price being quoted. Summary quotes must be included within the text of the requisition, and the original quote received shall be retained by the department for future reference. Quote prices will not be released to competing Vendors until final determination for the Procurement has been made.
- C. Simplified Acquisition Procurements may be formally bid. If bid, then all applicable terms of this Administrative Rule shall apply.

- 4.4.11 **Purchasing Card Program.** The Authority hereby establishes a “**Purchasing Card Program**” designed to improve efficiency in processing low dollar purchases of commodities with an aggregate amount not to exceed \$2,500.00 (or such amount as may be provided from time to time in the Federal guidelines) per purchase. This will allow the cardholder to purchase approved commodities and services directly from Vendors within the transaction limits established for each cardholder. Each Procurement card shall be issued to a named individual. The Authority shall be clearly shown on the card as the governmental buyer of goods and services. Subject in all events to the other provisions of these Administrative Rules, the Purchasing and Contracts Division may establish further details of the Purchasing Card Program and/or establish internal controls so that purchasing cards are used only for authorized purposes, and to provide a convenient and adequate small order purchasing system for the Authority’s employees.

[The following Section 4.4.12 was added by the Board at its meeting on January 22, 2009.]

4.4.12 **Short-Term Bus Service Agreements.** The Chief Executive Officer or his designee may enter into an agreement to provide bus services to a third party, without first obtaining the approval of the Governing Board, if all of the following four conditions A, B, C and D are met:

- A. The Chief Executive Officer or his designee determines that the agreement must be entered into before the next regularly scheduled meeting of the Governing Board;
- B. In exchange for providing the services, the Authority will receive its standard hourly rate for bus services that it charges to third parties;
- C. The term of the agreement does not exceed six months; and
- D. The dollar value of the agreement does not exceed \$500,000 or if the Chairman of the Governing Board first consents to the entry into the agreement, then, in that case, there shall be no dollar limitation.

The Chief Executive Officer will advise the Governing Board of the agreement or the renewal, as applicable, at the next regularly scheduled meeting of the Governing Board.

[The following Section 4.4.13 was added by the Board at its meeting on January 22, 2009.]

4.4.13 **Financially Exigent Agreements.** The Chief Executive Officer may enter into an agreement or renew an existing agreement, notwithstanding the fact that entering into the agreement or renewing the existing agreement would otherwise require the prior approval of the Governing Board, if both of the following conditions A and B are met:

- A. Financially Exigent Situation will be created as a result of waiting for the next regularly scheduled meeting of the Governing Board to approve the agreement or approve the renewal of the existing agreement; and
- B. Either (i) the dollar value of the agreement or the renewal is less than \$150,000 or (ii) if the dollar value of the agreement is \$150,000 or more, then the Chairman of the Governing Board first consents to the entry into the agreement or the renewal of the existing agreement.

The Chief Executive Officer will advise the Governing Board of the agreement or the renewal, as applicable, at the next regularly scheduled meeting of the Governing Board.

4.5. **Form of Contracts/Execution/Etc.**

- 4.5.1 **Form Contracts/Changes.** It is the intent of the Authority to the extent possible to use form contracts to facilitate the Procurement process. The Chief Executive Officer and/or Authority's legal counsel to the Authority may approve changes to a base form contract which has been previously approved by the Governing Board provided that (i) such changes, read together, do not cause such contract, instrument or other obligation to be materially different (creating a negative financial impact or increasing liability or obligation of LYNX) from the form approved by the Governing Board, or (ii) the Governing Board expressly authorizes the Chief Executive Officer and/or legal counsel, as the case may be, to approve such changes in the resolution or motion approving the form of the contract.
- 4.5.2 **Execution of Contracts.** Any Contract, instrument or other obligation requiring Governing Board approval, which has been so approved as provided in these Administrative Rules, shall be executed by the person or persons set forth in these Administrative Rules, or, as an alternative, as set forth in any resolution adopted by the Governing Board. No other employee of the Authority has any authority to execute any such contracts.
- 4.5.3 **Contract Amount/Monitoring of Amount.** All Contracts shall indicate on their face the date of approval by the Governing Board, if applicable, and the dollar value or dollar amount, if any, which shall not exceed the dollar amount or dollar value, if any, approved by the Governing Board or as specifically provided herein. The Purchasing and Contracts Division will be responsible for ensuring the Contract amount does not exceed such stated value or dollar amount and the scope of service originally approved by the Governing Board.
- 4.5.4 **Project Contingency.** The Governing Board may elect to approve a Project Contingency for certain Procurements or capital improvement projects that may require contingent additional costs. The Chief Executive Officer and Chief Financial Officer shall have the authority to authorize Change Orders for use of a Project Contingency subject to the following requirements:
- A. Change Orders shall not exceed ten percent (10%) of the original Contract amount approved by the Governing Board.
 - B. Change Orders shall not exceed \$150,000.00 (for any single change, claim or amendment).
 - C. All Change Orders relating to a particular project shall not exceed fifty percent (50%) of the approved Project Contingency (in the aggregate).
 - D. Once fifty percent (50%) of the Project Contingency has been utilized, only the Governing Board, may authorize use of the remaining fifty percent (50%) of the Project Contingency, unless the Chief Executive Officer determines that a delay in authorization of the expense will result

in substantial delay or additional cost to the Authority, in which case, the CEO may authorize said expense from the Project Contingency, but will so inform the Governing Board at the next meeting as an information item.

- E. Direct Pay purchases shall not constitute Change Orders to the extent that they solely involve changes to line items in the Contract.
- F. The Governing Board may modify or waive the requirements of this Subsection 4.5.4 in the Contract award.
- G. Any Change Order, claim, amendment or expenditure of Project Contingency, as provided herein, shall be noticed to the Governing Board as an information item at the next scheduled meeting of the Governing Board. Any proposed increase in the Project Contingency, for purposes of modifying the authority of the Chief Executive Officer under this Subsection 4.5.4, must be presented for approval to the Governing Board prior to authorization.

4.6. **Process for Competitive Bidding.**

4.6.1 **Bid, Requests for Quote, or Request for Proposal Purchases.** Decisions to utilize an IFB or RFP for a Procurement may be made by the Procurement/Contracts Manager, subject to the overriding decision by the Chief Executive Officer. The Governing Board shall approve the issuance and award of all RFP's or IFB's over \$150,000.00. All pre-planned Procurements that are specifically identified in the annual budget approved by the Governing Board shall not require Governing Board approval for issuance of an RFP.

- A. Competitive bidding through an Invitation for Bid will be the preferred method for the Procurement of items where:
 - 1. Precise specifications of the needed product or services are known and can be described in the Invitation for Bid;
 - 2. Price is the only variable; and
 - 3. It is determined to be in the Authority's best interest utilizing the IFB process.
- B. Competitive bidding through a Request for Proposal is appropriate when the exact product or service needed by the Authority is not specifically predetermined. RFP's shall provide a statement of need or service description for achieving a described goal of the Authority, which proposed solutions are sought. RFP's may include specifications, scope of services, and proposed contractual terms and conditions to which a Proposer must respond. RFP's may encourage the Proposal of alternative specifications, scope of services, and proposed contractual terms and conditions if such alternatives are proposed by a Proposer as the best

method of meeting the need stated or achieving the described goal of the Authority.

C. The Bid/Proposal Process is as follows:

1. The specific department manager shall identify the desired Procurement and shall submit a written request to the Procurement/Contracts Manager. All specifications, budget information and relevant information shall be included.
2. The Purchasing and Contracts Division shall put the Procurement request into the proper form and complete the legal advertisement and Bid/contractual documents.
3. The Purchasing and Contracts Division and the requesting department will then jointly develop the specifications and award criteria.
4. When available, standard legal documents developed by the attorneys for the Authority shall be utilized. Standard legal documents or contracts shall not be modified without the approval of the Chief Executive Officer.
5. The Authority shall evaluate Bid/Proposals based on the requirements set forth in the Invitation to Bid/Request for Proposal. Award criteria shall be objectively measurable.

4.6.2 **Process for Award of Bid:**

- A. If the Contract is to be awarded on the basis of price, the Contract may be awarded to the Responsible and Responsive Bidder who submits the lowest Bid price. The Contract shall be awarded with reasonable promptness by means of a written notice to such Bidder. The Authority shall at all times, except when expressly waived, reserve the right to reject all Bids or to elect not to proceed.
- B. When it is impractical initially to prepare a purchase description to support an award based on price, the Authority may conduct multistep sealed bidding, whereby an initial RFP or Invitation for Bids/advertisement is issued requesting the submission of unpriced offers, or information relating to the experience and capabilities of the prospective Bidders, to be followed by an RFP or an Invitation for Bid/advertisement limited to those Proposers whose offers or experience and capabilities have been determined to be acceptable under the criteria set forth in the initial RFP or invitation for Bids/advertisement.
- C. A Bidder may be determined non-Responsible or non-Responsive for failing to meet the requirements of any IFB, any provision of the

Administrative Rules, policies, or procedures of the Authority, or applicable law, which determination shall be made in the sole and exclusive judgment of the Authority. The unreasonable failure of a Bidder to promptly supply information in connection with an inquiry may be grounds for a determination that the Bidder is non-Responsible or non-Responsive with respect to a Procurement.

D. Recommendation Status for Bids:

1. Staff shall recommend award to the responsive and qualified Proposer whose Proposal is determined to be the most advantageous to the Authority. In the event only one responsive Proposal is received, the Authority reserves the right to award to the sole Proposer, readvertise the Request for Proposal, with or without making changes to the evaluation factors, or elect not to proceed.
2. A Proposer may be determined non-Responsible or non-Responsive for failing to meet the requirements of any RFP, any provision of the Administrative Rules, policies, or procedures of the Authority, or applicable law, which determination shall be made in the sole and exclusive judgment of the Authority. The unreasonable failure of a Proposer to promptly supply information in connection with an inquiry may be grounds for a determination that the Proposer is non-Responsible or non-Responsive with respect to a Procurement.

E. Qualifications/Standards of Bidders:

1. All awards made by the Authority, whether obtained by Invitation for Bid/advertisement, Proposal, or Quotation, or any other method, shall consider whether the prospective Vendor meets the standard of qualification. Factors to be considered in determining whether the standard of qualification has been met shall include whether a prospective contractor/vendor has:
 - a. The appropriate financial, material, equipment, facility, and personnel resources and expertise, or the ability to obtain them, necessary to indicate its capability to meet all contractual requirements;
 - b. A satisfactory record of performance;
 - c. A satisfactory record of integrity;
 - d. The legal ability to contract with the Authority; and

- e. Supplied all necessary information in connection with the inquiry concerning responsibility including, but not limited to any licenses, permits, or organization papers required.

- 2. The prospective Vendor shall supply information requested by the Authority concerning qualifications. If such Vendor fails to timely supply the requested information, the Authority shall base the determination of qualification upon any available information, or may find the prospective Vendor not qualified if such failure is unreasonable.

4.6.3 **Selection.** Procurements, with an amount equal to or in excess of \$50,000.00 shall be competitively bid and awarded based on the submission of sealed Bids or Proposals, except as otherwise expressly provided herein. All Procurements with a dollar value or dollar amount of \$50,000.00 or less shall be obtained pursuant to Subsection 4.6.5.

- A. Nothing in the foregoing shall prohibit the Authority from renewing Contracts with Contractors originally selected through a competitive selection process or original sole source determination, provided such renewal is within the scope of the original Contract.
- B. An Invitation for Bid, Request for Proposal or other solicitation may be postponed or cancelled by the Authority at any time in the sole discretion of the Authority.
- C. With respect to any Invitation for Bid, Request for Proposals or other solicitation the Bid(s)/Proposal(s) or specific Bidder(s)/Proposer(s) determined to be non-Responsible/non-Responsive may be rejected in whole or in part, by the Authority.
- D. The procedures required herein may be departed from by the Authority in any manner that is reasonable in the event of an emergency, or in order to comply with Federal or State requirements

4.6.4 **Procurement of Certain Consultant and Professional Services.** To the extent that the Procurement of certain consultant or professional services is subject to the application of Florida Statutes 287.055, or any successor provision thereof (the “Consultants Competitive Negotiation Act”) or to 40 U.S.C. 541, such Procurement shall be conducted in accordance with such provisions of law.

4.6.5 **Sales Tax Recovery and Shared Cost Savings.** The Authority may utilize the sales tax recovery system and/or shared cost savings authorized under general law when it procures goods and services for the construction of new or renovated facilities when deemed to be in the best interest of the Authority. Pursuant to such sales tax recovery system, Procurements may be made through the Authority on behalf of its contractors without the use of the competitive procedures provided under this Administrative Rule, to the extent authorized by law.

4.7. **Contact with Authority/No Solicitation or Contract During Procurement Process.**

4.7.1 Prior to the due date for submittal of a competitive sealed Proposal or Bid, with regard to all Invitations to Bid, Requests for Proposals, and all other award of Procurements pending before the Authority, contact by any interested party or representative thereof with any Member to discuss such matter is permitted. Subsequent to the submittal by a Proposer, such Proposer is prohibited from contacting or discussing the Procurement with any Member or Officer of the Authority. Provided, however, all inquiries regarding the official position of the Authority in regard to such matters, including questions about the Procurement process or the terms and conditions of a Procurement, shall be made through the Procurement/Contracts Manager and Authority staff expressly designated with the responsibility of administering the Procurement and in accordance with this Administrative Rule.

4.7.2 On or after the due date for submittal of a competitive sealed Proposal or Bid, with regard to all Invitations to Bid, Requests for Proposals, and all other awards of Procurements pending before the Authority, and all protests of all procedures with respect thereto, and any contract claims or disputes subject to the application of this Administrative Rule, contact by any interested party or representative thereof with any Member, officer, employee or agent of the Authority to attempt to influence the outcome thereof is strictly prohibited, except as authorized under this Subsection. All inquiries regarding such matters shall be made through the Procurement/Contracts Manager and other Authority staff expressly designated with the responsibility of administering the Procurement and contract administration process and in accordance with Administrative Rule.

4.7.3 The Governing Board may impose sanctions upon any interested party or representative thereof who, itself or through its representatives, is found to have violated the provision of this Section 4.9, which may include Suspension or Debarment.

4.8. **Background Checks and Investigations.** Submission by any Vendor of a Bid, Proposal or other response to a solicitation of goods or services constitutes consent by such Vendor to background checks, investigations or other inquiries by the Authority.

4.9. **Specifications.** All specifications shall be drafted so as to promote overall economy for the purpose intended and to encourage maximum free and open competition in satisfying the Authority's need. Prospective suppliers may be required to be pre-qualified for particular types of supplies or services. Solicitation mailing lists of potential contractors shall include, but not be limited to, such pre-qualified suppliers. This Section shall not be read to preclude the Authority from standardization on a name-brand product.

4.9.1 **Brand Name and/or Equal Specifications.** Use of a brand name or equal specification may be restrictive of product competition. Therefore, such use may be limited to instances when the Authority makes a determination that only the identified brand name(s) item(s) and/or equal specifications will satisfy the

Authority's needs or where a Procurement has been standardized pursuant to the Purchasing and Contracts Procedures. When appropriate, to ensure full and open competition the specification should not state only a "**Brand Name**" product without listing its salient characteristics and not allowing "**An Equal**" product to be offered. If only one Vendor can supply the requirement, the Procurement shall be made as a Sole Source in accordance with Subsection 4.3.4.

- 4.10. **General Provisions Document.** The Purchasing and Contracts Division will establish a "**General Provisions Document**" which will contain certain guidelines of the Authority and statutory and regulatory requirements contained in the FTA Master Agreement and Best Practice Procurement Manual or similar document established by FTA rule or policy. The "**General Provisions Document**" will be referenced in the Authority's Procurement solicitations. The "**General Provisions Document**" may be made available on the Authority's website for viewing or in printed form at a minimal copy cost. Vendors that are awarded Contracts shall comply with and be subject to the provisions set forth in the "**General Provisions Document**."
- 4.11. **Bonding Requirements.** The Governing Board may require a Bidder or Contractor to furnish bid bonds, performance bonds and/or payment bonds in amounts determined by the Governing Board.
- 4.12. **Geographic Preferences.** Procurements made subject to FTA restrictions will be conducted in a manner that prohibits the use of statutorily or administratively imposed in-state or local geographical preferences in the evaluation of Bids or Proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preferences. Procurements made subject to Consultants Competitive Negotiation Act, as set forth in the Florida Statutes, § 287.055 ("**CCNA**"), may include, subject to the approval of the Governing Board, geographic preference for architectural and engineering services, so long as its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.
- 4.13. **Contract Administration.** Those parties involved in contract administration shall comply with the FTA Circular 4220.1E, Third Party Contracting Requirements as may be amended, supplemented, updated or replaced from time to time, or any other applicable FTA rule or policy for all procurements using Federal funds. As a condition of all Contracts pertaining to Procurements made pursuant to this Administrative Rule, all parties thereto shall act in good faith in the performance thereof.
- 4.14. **Suspension, Debarment, Protest, Appeal & Remedies.**
- 4.14.1 **Authority.** The Chief Executive Officer or Governing Board may Suspend or Debar for cause the right of a vendor or principals of a vendor, to be included on a Vendor List and any Bid or Proposal from that Vendor may be rejected, provided that the Governing Board shall have the authority to waive or rescind such Suspension or Debarment. The Suspension or Debarment shall be final and conclusive unless the suspended or debarred Vendor initiates protest proceedings

pursuant to this Section within thirty (30) business days after the date of notification.

4.14.2 **Suspension.** A Vendor may be suspended for a period not to exceed three (3) years as determined by the Chief Executive Officer or Governing Board based upon the following: default; fraud or misrepresentation; conviction by a court of a criminal offense or any other offense indicating a lack of business integrity; insolvency; violation of the ethical standards imposed under State or Federal law; failure to comply with the DBE participation or DBE requirements as may be established in an awarded Contract; or any other cause the Chief Executive Officer or Governing Board determines to be sufficiently serious and compelling as to materially and adversely affect responsibility of a Vendor, including but not limited to suspension or debarment by another governmental entity for cause.

4.14.3 **Debarment.** A Vendor may be permanently debarred for the following:

- A. Default or failure to fully comply with the conditions, specifications, drawings, time limits, or terms of an Invitation to Bid, Request for Proposals or Contract with the Authority twice in any three-year period.
- B. Conviction or judgment in a court for commission of any offense listed in Subsection 4.14.5 in connection with the Vendor's commercial enterprise. If the conviction or judgment is reversed through the appellate process, the Debarment shall be removed immediately upon written notification and proof of final court disposition from the Vendor to the Authority.

4.14.4 **Decision.** After the Chief Executive Officer or Governing Board has determined to suspend or debar a Vendor, the Chief Executive Officer shall cause the Procurement/Contracts Manager to notify the Vendor in writing of the Debarment or the period of Suspension and the reasons for the action taken.

4.14.5 **Public Entity Crime.** Any Vendor who has been convicted of a public entity crime as defined by F.S. 287.133, or any successor provision, shall not be able to transact business with the Authority to the extent specified in F.S. 287.133 (3) (a).

4.14.6 **Procedure for Protest of Awards by Authority.** This Subsection provides a procedure for a resolution of protests arising from the Procurement process. Contracts not subject to formal invitation to bid (including micropurchases and Minor Contracts), RFP or Contracts awarded pursuant to an emergency declaration or other emergency procedures are not subject to this Subsection. The Authority reserves the right to waive any minor informalities or irregularities, which do not go to the heart of the Procurement or prejudice other Bidders or Proposers and/or to reject any and all Bids or Proposals submitted in response to any Invitation to Bid or Request for Proposals. Conditional Bids or Proposals or those that take exception to the specifications may be considered non-responsive and may be rejected by the Procurement/Contracts Manager. The protest process shall be as follows:

- A. Any actual Bidder or Proposer who is aggrieved in connection with the solicitation or proposed award shall timely protest in writing to the Procurement/Contracts Manager. Vendors that have not so timely submitted a Bid or Proposal on the Procurement, shall not have standing to protest.
- B. The Purchasing and Contracts Division shall Post a recommendation of award. A formal written protest must be filed no later than 5:00 p.m., local time, five (5) business days after the Posting date of the award recommendation. The Bidder or Proposer has the responsibility to contact the Authority and request the award recommendation results. Failure of the Bidder to so contact the Authority shall be grounds for the Authority to reject the protest. The time limits in which protests must be filed as specified herein may be altered by specific provisions in an Invitation to Bid or Request for Proposals. A formal written protest is considered filed with the Authority when it is received by the Procurement/Contracts Manager. Accordingly, a protest is not timely filed unless it is received by the Procurement/Contracts Manager within the times specified herein. Failure to file a formal written protest within the time period specified shall result in waiver of all rights of protest by the protesting party and abrogation of any further Bid protest proceedings.
- C. The formal written protest shall: identify the protesting party and the solicitation involved; include a clear statement of legally sufficient grounds on which the protest is based; refer to the statutes, laws, ordinances, or other legal authorities which the protesting party deems applicable to such grounds; and, specifically request the relief to which the protesting party deems itself entitled by application of such authorities to such grounds. The protesting party shall mail a copy of the formal written protest to the recommended awardee and shall provide the Purchasing and Contracts Division with the original letter.
- D. These protest procedures shall be the sole remedy for challenging an award of Procurement. Bidders and Proposers are prohibited from attempts to influence, persuade or promote through any other channels or means. Such attempts may be cause for suspension as herein provided.
- E. With respect to all protest proceedings under this Subsection the judicial rules of evidence shall not apply and the decision shall be based on such information adduced in the course of the proceeding upon which reasonable prudent persons rely on the conduct of their affairs.
- F. Upon receipt of a formal written protest, which has been timely filed, the solicitation or Contract award process shall be suspended until the subject of the protest is resolved by final Authority action, unless the Chief Executive Officer makes a determination for the record that the award of a

contract, without delay, is necessary to protect substantial interests of the Authority.

- G. The Procurement/Contracts Manager shall attempt to settle or resolve the matter, with or without a hearing at the option of the Procurement/Contracts Manager. The Procurement/Contracts Manager shall have the authority to settle and/or render a final written decision within thirty (30) business days from the date of receipt of the protest.
- H. The Procurement/Contracts Manager's decision shall be final and conclusive unless within five (5) business days of receipt of the written decision, the protesting party delivers a formal written appeal to the Procurement/Contracts Manager. The written request shall state with specificity the grounds for the appeal and also the action requested.
- I. In case of competitive Bids, an appeal committee shall attempt to settle or resolve the matter, with or without a hearing at the option of the appeal committee. The appeal committee shall be comprised of the Chief Administrative Officer, the user department director or designee, and an independent third party within the Authority as appointed by the Chairperson, plus the Procurement/Contracts Manager as a (non-voting) member.
- J. In the case of competitive sealed Proposals, the SEC shall attempt to settle or resolve the matter, with or without a hearing at the option of the SEC.
- K. The Authority's legal counsel will support the Procurement/Contracts Manager, the appeal committee or SEC, as applicable, in an advisory capacity. The appeal committee or SEC, as applicable shall have the authority to settle and/or render a final written decision within thirty (30) business days from the date of filing the written appeal.
- L. Nothing in this Subsection is intended to affect the existing powers of the Governing Board to settle actions pending before the courts.
- M. In the event of a court upholding the protesting party's claim, the court awarded damages on behalf of the protesting party shall be solely limited to Bid/Proposal preparation costs, and reimbursement of the amount of the protest bond as stipulated herein.

[The following paragraph N was added by the Board at its meeting on January 22, 2009.]

- N. The Authority shall notify the FTA of any protests related to procurements involving Federal funds and shall keep the FTA informed of the status of any such protests.

- 4.15. **Contract Claims.** All claims by a Contractor against the Authority relating to a Contract shall be submitted in writing to the Procurement/Contracts Manager for a decision. Claims include, without limitation, controversies arising under a Contract, and those based upon breach of contract, mistake, misrepresentation, or other cause for contract modification or rescission. The process for contract claims is as follows:
- 4.15.1 The decision of the Procurement/Contracts Manager shall be issued in writing, and shall be mailed or otherwise furnished to the contractor. The decision shall state the reasons for the decision reached, and shall inform the contractor of its appeal rights.
 - 4.15.2 The Procurement/Contracts Manager's decision shall be final and conclusive unless, within five (5) business days from the date of receipt of the decision, the contractor delivers a written appeal to the Division of Purchasing and Contracts.
 - 4.15.3 The Procurement/Contracts Manager, with review from legal counsel, shall issue a written decision regarding any contract controversy within fifteen (15) business days after written request for a final decision, or within such longer period as may be agreed upon between the parties.
 - 4.15.4 Notwithstanding the foregoing, any decision to pay a claim that would result in payment to a Contractor, together with all sums to be paid under the Contract (including other prior, pending or anticipated claims), for Contracts that are subject to the approval of the Governing Board shall require the approval of the Governing Board.
 - 4.15.5 Any person aggrieved by the decision of the Procurement/Contracts Manager must deliver a written appeal within five (5) business days of receipt of the written decision to the Procurement/Contracts Manager. An appeal committee, comprised of the Chief Administrative Officer as Chairperson and the user Department Director or designee, an independent third party within the Authority as appointed by the Chairperson, plus the Procurement/Contracts Manager as a (non voting) member shall have the authority to settle the protest and/or render a final written decision. Legal counsel will support the appeal committee in an advisory capacity. The appeal committee shall conduct a hearing where the aggrieved person shall be given the opportunity to show why the decision of the Procurement/Contracts Manager should be modified. The appeal committee shall render a final written decision within fifteen (15) business days from the date of the written notice of appeal. If no decision is rendered within this time frame then it will be presumed that the appeal committee concurs with the Procurement/Contracts Manager's decision and the decision of the Procurement/Contracts Manager shall be the final and conclusive administrative action.
- 4.16. **Administrative Remedies.** By submission of a Bid, Proposal, offer, or quotation a Bidder or Offeror agrees to exhaust its administrative remedies under Authority rules or procedures or the dispute clause of any Contract prior to seeking judicial relief of any

type in connection with any matter related to the solicitation, and award of any Contract, and any dispute under any Contract.

4.17. **Remedies for Solicitations or Awards in Violation of Law.**

4.17.1 If, prior to Bid or Proposal opening or the closing date for receipt of Proposals, the Procurement/Contracts Manager, after consultation with legal counsel, determines that a solicitation is in violation of Federal or State law, the solicitation shall be canceled or revised to comply with applicable law.

4.17.2 If, after Bid or Proposal opening or the closing date for receipt of Proposals, the Procurement/Contracts Manager, after consultation with legal counsel, determines that a solicitation or a proposed award of a contract is in violation of Federal or State law, the solicitation or proposed award shall be canceled.

4.17.3 If, after an award, the Procurement/Contracts Manager, after consultation with legal counsel, determines that a solicitation or award of a contract was in violation of Federal or State law, action shall be taken as required by the provisions of the law violated, or, if no specific action is required, then:

A. If the person awarded the Contract has not acted fraudulently or in bad faith:

1. The Contract may be ratified and affirmed, provided it is determined that so doing is in the best interests of the Authority, or
2. The Contract may be terminated and the person awarded the Contract may be compensated for the actual expenses reasonably incurred under the Contract prior to the termination.

B. If the person awarded the Contract has acted fraudulently or in bad faith, or in violation of the Authority's rules, the contract may be declared null and void or voidable, if such action is in the best interest of the Authority. In the event of a dispute regarding the nature of or the characterization of the awarded person's conduct, the prevailing party shall be entitled to attorney's fees and court costs, relating to the litigation of said dispute.

4.18. **Personal Property Management.** "**Personal Property**" is defined as items used (not consumed) to produce goods and services supporting Authority's mission. Personal Property includes, but is not limited to, office equipment, industrial plant equipment, vehicles, rolling stock, material handling equipment, information technology equipment and other types of "**Assets**" with an original cost or value of \$300.00 or more, with a normal life expectancy of one (1) year or more, which is not fixed in place, not part of a structure or facility and is practical to identify by marking. Personal Property management includes control, tracking and proper disposition.

4.18.1 Authority may assign a property officer to manage the organization's Personal Property program. This position will be responsible for the supervision, control,

and disposition of Personal Property and will serve as the agency's custodian of surplus property.

4.18.2 All property purchased with any percentage of FTA participation must follow FTA guidelines for the Management of Real Property, Equipment and Supplies per chapter II of the FTA Grant Management Guidelines Number C 5010.1C. Disposition requirements are based on market value of surplus property and normally require FTA notification.

A. Surplus Property Disposition. After classifying Personal Property as "Surplus", the custodian can dispose of the Personal Property, in accordance with FTA and State guidelines.

4.18.3 Governing Board Members, chiefs, management and employees will ensure that in donating surplus property in accordance with FTA and State guidelines, all ethical regulations and principles will be considered and adhered to.

4.18.4 The Governing Board must approve any sale or transfer of surplus property with a value of \$5,000.00 or more.

ADMINISTRATIVE RULE 4 PROCUREMENT AND CONTRACT ADMINISTRATION~~EFFECTIVE~~

DATE: ~~March 29, 2007~~January 22, 2009 (NOTE: This Rule was modified and amended ~~in its entirety and re-adopted~~ by the Governing Board at this ~~Governing Board~~ Meeting).

SCOPE:

This Administrative Rule applies to the process by which the Authority contracts for labor, services, goods, and materials for its business, both in the normal and ordinary course of business and in emergency situations. It establishes the process and procedure to be followed by the Authority, the Governing Board, and Authority Staff in regard to said matters.

AUTHORITY:

Authority for the establishment of this Administrative Rule is as follows:

Part II, Chapter 343, Florida Statutes

RULE 4: Procurement and Contract Administration

4.1. ~~4.1~~ **Definitions.** In addition to the other terms defined in the Administrative Rules, the following terms shall have the following meanings:

[The following definition in 4.1.1 was added by the Board at its meeting on January 22, 2009.]

4.1.1 Advertising Contract shall mean a Contract pursuant to which the Authority provides to a third party advertising on one or more properties of the Authority, in exchange for which there is paid or provided to the Authority money or other goods or benefits. Such a Advertising Contract includes Bus Advertising Contracts.

4.1.2 ~~4.1.1~~ **Bid** means a formal written price offer by a Vendor to the Authority to furnish goods or services in response to an Invitation for Bid.

4.1.3 ~~4.1.2~~ **Bidder** means a Vendor who has submitted a Bid to the Authority.

4.1.4 ~~4.1.3~~ **Blanket Purchase Order** means an open Purchase Order under which a Vendor agrees to provide goods or services to the Authority on a demand basis, pursuant to a Contract that has been awarded and entered into by the Authority in accordance with these Administrative Rules. Thus, the Blanket Purchase Order may not be specific but must be limited as to the aggregate dollar amount which can be ordered under said Blanket Purchase Order.

4.1.5 ~~4.1.4~~ **Bus Advertising Contract** shall mean a Contract pursuant to which the Authority provides to a third party advertising on one or more buses of the

Authority, in exchange for which there is paid or provided to the Authority money or other goods or benefits.

[4.1.6](#) ~~4.1.5~~ **Bus Trade** shall mean a transaction involving a Bus Advertising Contract pursuant to which the Authority provides to a third party advertising on one or more of its buses in exchange, in whole or in part, for a payment not in cash, but in kind. The payment in kind can take the form of any non-cash consideration such as services, labor, materials, advertising, etc.

[4.1.7](#) ~~4.1.6~~ **Change Order** means a modification to an existing Contract. For such Change Order to be valid, it must be in writing signed by the parties to that Contract to be bound, and must be approved by the appropriate process under this Rule.

[4.1.8](#) ~~4.1.7~~ **Chief Administrative Officer** or **CAO** means the officer responsible for the administrative management of the Authority. If there is not a person serving as the CAO or the CAO position is not implemented, then, in that event, either the Chairman of the Board or the Chief Executive Officer may designate another officer of the Authority to assume the responsibilities and exercise the powers of the Chief Administrative Officer.

[4.1.9](#) ~~4.1.8~~ **Chief Financial Officer (CFO)** means the officer responsible for the financial management of the Authority, and is designated as such. If there is not a person serving as the CFO or the CFO position is not implemented, then, in that event, either the Chairman of the Board or the Chief Executive Officer may designate another officer of the Authority to assume the responsibilities and exercise the powers of the Chief Financial Officer.

[4.1.10](#) ~~4.1.9~~ **Chief Of Staff** means the officer responsible for the financial management of the Authority, and is designated as such. If there is not a person serving as the Chief of Staff or the Chief of Staff position is not implemented, then, in that event, either the Chairman of the Board or the Chief Executive Officer may designate another officer of the Authority to assume the responsibilities and exercise the powers of the Chief of Staff.

[4.1.11](#) ~~4.1.10~~ **Chief Operating Officer (COO)** means the officer responsible for the general operations of the Authority, and is designated as such. If there is not a person serving as the COO or the COO position is not implemented, then, in that event, either the Chairman of the Board or the Chief Executive Officer may designate another officer of the Authority to assume the responsibilities and exercise the powers of the Chief Operating Officer.

[4.1.12](#) ~~4.1.11~~ **Contract** or **Agreement** means any agreement relating to the purchase or sale of goods, supplies, services, or other matters to or by the Authority, and includes without limitation, contracts for a fixed price, cost, cost plus a fixed fee, incentive contracts, contracts providing for the issuance of job or task orders and

leases, letter contracts. It also includes by way of example Purchase Orders and Change Orders with respect to any of the foregoing.

[4.1.13](#) ~~4.1.12~~ **Contractor** means any Vendor having a Contract with the Authority.

[4.1.14](#) ~~4.1.13~~ **Debarment** means a disqualification of a Vendor to receive and participate in Invitations to Bid or Requests for Proposals or the award of Contracts by the Authority for a specified period of time pursuant to Section 4.14.3 hereof.

[4.1.15](#) ~~4.1.14~~ **Direct Pay** means a check request submitted to the Finance Department of the Authority for purchases of items defined in this Administrative Rule, and items below the threshold as defined in the Finance Policy and Procedure.

[4.1.16](#) ~~4.1.15~~ **Disadvantaged Business Enterprise** or **DBE** means a Vendor for which the gross revenues or number of employees averaged over the past years, inclusive of affiliates as defined by 13 C.F.R.121.103, (i) does not exceed the size standards as defined pursuant to Section 3 of the Small Business Act and for which the personal net worth of each owner (excluding primary residence and interest in Business) does not exceed the amount set forth from time to time in said Act, (ii) does not exceed the amount set forth from time to time in said Act for the average annual receipts over the firm's previous three (3) fiscal years and (iii) meets all criteria established in 49 C.F.R. Part 26 Sub Part D Certification Standards, as amended or supplemented, or any successor provision.

[4.1.17](#) ~~4.1.16~~ **Emergency** shall be the existence of a condition or conditions which, in the context of the public service provided by the Authority, would affect or could reasonably be expected to either (i) affect the public health and safety, or (ii) have an immediate, adverse and material effect on the Authority, its business, operations or property, as reasonably determined by any member of the Governing Board, the Chief Executive Officer, or in the absence of the Chief Executive Officer, any other Senior Officer, as further defined in Section 4.4.7 hereof.

[4.1.18](#) ~~4.1.17~~ **FDOT** shall mean the Florida Department of Transportation.

[4.1.19](#) ~~4.1.18~~ **FTA** shall mean the Federal Transit Administration.

[4.1.20](#) ~~4.1.19~~ **Finance Policy and Procedure** means the policy and procedure established from time to time by the Finance Department of the Authority.

[\[The following definition in 4.1.21 was added by the Board at its meeting on January 22, 2009.\]](#)

[4.1.21](#) **Financially Exigent Agreement** means an agreement entered into or renewed in accordance with Section 4.4.13.

[The following definition in 4.1.22 was added by the Board at its meeting on January 22, 2009.]

4.1.22 **Financially Exigent Situation** means a situation whereby a grant or other funding device to or for the benefit of the Authority will terminate or whereby the Authority will otherwise suffer a financial loss or opportunistic loss.

4.1.23 ~~4.1.20~~ **Fuel Contract** means a Contract pursuant to which the Authority purchases fuel for its ongoing operations.

4.1.24 ~~4.1.21~~ **Invitation for Bid** or **IFB** means a solicitation by the Authority for a procurement and shall include all documents attached or incorporated by reference utilized within such solicitation.

4.1.25 ~~4.1.22~~ **Major Contract** shall mean any ~~Contract~~ Contr act other than a Minor Contract. Specifically, by way of illustration, a Major Contract also includes any contract which has a value in excess of \$150,000.00 or which, has a term, including options, of more than 5 years, or is not in the approved budget for the Authority. For determining the value of the Contract, the value of all Options provided for in the Contract shall be considered and included at the time the Contract is proposed to be entered into with the Authority.

4.1.26 ~~4.1.23~~ **Minor Contract** shall mean a Contract which (i) has a value of \$150,000.00 or less, (ii) is in the approved budget for the Authority, and (iii) has a term, including options, of not more than 5 years. In determining value, the value of all Options provided for in the Contract shall be considered and included at the time the Contract is proposed to be entered into with the Authority.

4.1.27 ~~4.1.24~~ **Micropurchase(s)** means a Simplified Acquisition Procurement that is for \$2,500.00 or less that meets the requirements set forth in Subsection 4.6.6 hereof. The foregoing amount of \$2,500.00 is the amount set forth in applicable Federal guidelines for procurement by the Federal government and the foregoing amount shall be adjusted from time to time, without any further action by the Governing Board, to equal the amount set forth from time to time under said Federal guidelines.

4.1.28 ~~4.1.25~~ **Option(s)** means in the context of any Contract, the right or option of the Authority to extend the term of that Contract for an additional period as provided for in the Contract.

4.1.29 ~~4.1.26~~ **Piggybacking** or **Piggyback Contract** shall have the meaning set forth in Section 4.3.2(G).

4.1.30 ~~4.1.27~~ **Post** means to display a recommendation of award of a Contract on the Authority website (or any other website; provided that the Authority's website contains a hyperlink to such other website) or on a bulletin board designated for such postings located in the Authority facility, or to provide to a Bidder or

Proposer actual notice of a recommendation of award of a Contract. The terms “**Post**” and “**Posting**” shall have correlative meanings. The Posting will occur upon said display on the Authority web site or bulletin board or when the Bidder or Proposal receives said actual notice or is actually aware of the recommendation by the Authority or, if applicable, the committee making said recommendation.

[4.1.31](#) ~~4.1.28~~ **Procurement(s)** means the buying, purchasing, renting, leasing or otherwise obtaining of any supplies, services, construction or any other item(s). It also includes all functions that pertain to the obtaining of any supplies, services, construction or any other item(s), including description of requirements, selection and solicitation of sources, preparation and award of contracts and all phases of contract administration.

[4.1.32](#) ~~4.1.29~~ **Procurement/Contracts Manager** means any person designated as the Procurement/Contracts Manager by the Chief Executive Officer. The Procurement/Contracts Manager shall be in charge of the Purchasing and Contracts Division and shall be authorized to enter into, execute, administer and make written determination of Contracts on behalf of the Authority pursuant to this Administrative Rule and within the authority granted the Procurement/Contracts Manager under this Administrative Rule.

[4.1.33](#) ~~4.1.30~~ **Project Contingency** means the amount set forth as the amount of the contingency in any Contract, plus (i) any savings derived as a result of the direct purchase of materials by the Authority, and (ii) any savings derived as a result of costs transferred from other line items within the project budget.

[4.1.34](#) ~~4.1.31~~ **Proposal** or **Response** means a document submitted by and executed by a Vendor to the Authority in response to a Request for Proposals or Request for Information, which if accepted by the Authority would represent a binding obligation to the Vendor.

[4.1.35](#) ~~4.1.32~~ **Proposer** means a Vendor who has submitted a Proposal to the Authority.

[4.1.36](#) ~~4.1.33~~ **Purchase Order** means the Authority’s document used to authorize a purchase transaction with a Vendor.

[4.1.37](#) ~~4.1.34~~ **Purchasing Card Program** shall mean the Micropurchase procedure or program undertaken by the Authority to process low dollar purchases of services and goods which utilize a purchasing card, as provided and set forth in Section 4.7 hereof.

[4.1.38](#) ~~4.1.35~~ **Purchasing and Contracts Division** means the applicable department or division of the Authority responsible for the administration of procurements and the procurement process and contracts on behalf of the Authority.

[4.1.39](#) ~~4.1.36~~ **Request for Information** or **RFI** means a solicitation for response from interested and prospective Vendors to provide information to determine specifications, qualifications and/or capabilities to satisfy a need of the Authority

and in which the successful Vendor may be given latitude in order to develop a product and/or service, which will fulfill said need.

[4.1.40](#) ~~4.1.37~~ **Request for Proposal** or **RFP** means a solicitation for Proposals to provide goods and/or services to the Authority, which is awarded by selection criteria to be established at the discretion of the Authority.

[4.1.41](#) ~~4.1.38~~ **Request for Quotation** or **RFQ** means an informal request either oral or written for a price Proposal from interested or prospective Vendors for specific goods and/or services.

[4.1.42](#) ~~4.1.39~~ **Requisition** or **Work Order Form** means an internal document generated by the Authority's originating department and forwarded to the Purchasing and Contracts Division for the Division to initiate a Procurement process for goods or services.

[4.1.43](#) ~~4.1.40~~ **Response** shall mean a Proposal.

[4.1.44](#) ~~4.1.41~~ **Responsible** when used in the ~~context~~[con text](#) of a Bidder or Proposer, means a person who has, in the sole discretion of the Authority or, if applicable, the Source Evaluation Committee or Procurement/Contracts Manager, the capability to perform the Contract requirements, and the tenacity, perseverance, experience, integrity, ability, reliability, capacity, facilities, equipment, financial resources and credit, which will assure good faith performance.

[4.1.45](#) ~~4.1.42~~ **Responsive** when used in the context of a Bidder or Proposer means a person who has submitted a completed Bid or Proposal and complied with the requirements of the specific Procurement, as determined by the Authority in its discretion.

[4.1.46](#) ~~4.1.43~~ **Revenue Contract** means a Contract for which the Authority shall receive compensation or benefit (e.g. monetary, in trade or exchange, or otherwise) and includes, for example, a Bus Advertising Contract.

[4.1.47](#) ~~4.1.44~~ **Senior Officer** shall mean the Chief Administrative Officer, Chief Financial Officer, Chief Operating Officer, and Chief of Staff, and such other officers of the Authority as may be designated from time to time by the Governing Board. When the context applies, the term ~~"Senior Officer"~~ **Senior Officer** shall also include the Chief Executive Officer.

[\[The following definition in 4.1.48 was added by the Board at its meeting on January 22, 2009.\]](#)

[4.1.48](#) **Short-Term Bus Service Agreement** means an agreement entered into in accordance with Section 4.4.12.

[4.1.49](#) ~~4.1.45~~ **Simplified Acquisition Procurement** means the procurement process that is for \$50,000.00 or less, that meets the requirements set forth in Subsection 4.4.10 hereof. The Simplified Acquisition Procurement may be further subdivided into other parts such as, for example, Micropurchase program or the Purchasing Card Program.

[4.1.50](#) ~~4.1.46~~ **Sole Source Procurement** shall mean a Procurement that is obtained by the Authority without competitive bidding and through a single or sole source which meets the requirements of Section 4.3.4 hereof.

[4.1.51](#) ~~4.1.47~~ **Source Evaluation Committee** or **SEC** means that committee established by the Authority (either through the Governing Board, the Purchasing and Contracts Division, or otherwise) that evaluates, ranks and selects Bidders to whom Contracts will be awarded in accordance with the Authority's Procurement procedures.

[4.1.52](#) ~~4.1.48~~ **Suspension** means the disqualification of a person to participate in any Procurement or the award of a Contract by the Authority for a period determined by the Authority, not to exceed three (3) years pursuant to this Administrative Rule.

[\[The following definition in 4.1.53 was added by the Board at its meeting on January 22, 2009.\]](#)

[4.1.53](#) **Trade** shall mean a transaction involving an Advertising Contract pursuant to which the Authority provides to a third party advertising on one or more of its properties in exchange, in whole or in part, for a payment not in cash, but in kind. The payment in kind can take the form of any non-cash consideration such as services, labor, materials, advertising, etc.

[4.1.54](#) ~~4.1.49~~ **Vendor** means an actual or potential supplier of a good and/or service to the Authority.

[4.1.55](#) ~~4.1.50~~ **Vendor List** means the compilation by the Authority by category of goods and/or services of the names and addresses of those appropriate suppliers of goods and/or services that have indicated an interest in doing business with the Authority.

[4.2.](#) ~~4.2~~ **General Provisions**

4.2.1 **Establishment, Scope, and Purpose.** The Governing Board has established this Administrative Rule governing Procurement and Contract administration. The purpose of this Administrative Rule is to place the Authority's contracting function under a centralized system, enabling the Authority to (i) establish policies governing all Procurements and Contracts, (ii) provide for fair and equitable opportunity for all persons doing business with the Authority, and (iii)

to provide safeguards for maintaining a structured procurement system of quality and integrity.

- 4.2.2 **Applicability.** This Administrative Rule shall apply to Procurements and Contracts by the Authority and the administration of Contracts by the Authority.
- 4.2.3 **Federal and State Applicability.** The Authority receives Federal and State funds. Therefore, Procurements must be conducted in accordance with any applicable Federal and/or State regulations which apply to that particular Procurement. The Authority (either through the Governing Board or the Chief Executive Officer) may modify Authority procedures including provisions of this Administrative Rule in order to comply with procedures for State or Federally funded grant programs. Any modification by the Chief Executive Officer shall be noticed to the Governing Board as an information item at the next scheduled meeting, if said modification is material. The Governing Board may waive any or all regulations, including, without limitation, this Administrative Rule, in order to comply with a Federal or State law.
- 4.2.4 **Discretion/Waiver Right of Authority.** Any determination to be made under this Administrative Rule may be made by the Authority (~~including meaning~~ the Governing Board, ~~the~~ in its discretion). The SEC, any Senior Officer or the Procurement/Contracts Manager) may also make such determination in its or his/her discretion but only as to minor and non-material items (any material or substantive changes will need to be made by the Governing Board). In addition, the Authority shall have the right in its discretion to modify or waive any of these Rules with respect to any particular Procurement or in regard to any proposal/ability to award and approve Contracts.
- 4.2.5 **Purchasing and Contracts Division.** The Purchasing and Contracts Division shall administer and facilitate the Procurement process.
- 4.2.6 **Approval of Awards/Delegation of Authority.** Except as expressly provided herein, all approvals and awards of Procurements, whether by Request for Quotation, Invitation for Bid, Request for Proposals, work order or any other method authorized hereunder, and whether by Contract or any other method, shall require the approval of the Governing Board, or through delegated authority as set forth in this Administrative Rule.

4.3. **4.3 Requirement For/Exclusions From Competitive Bidding.**

- 4.3.1 **General Requirement for Competitive Bidding.** Except as otherwise provided below or elsewhere in these Administrative Rules, all Procurements will generally be sought through competitive bidding.
- 4.3.2 **Exclusions From Competitive Bidding.** Certain transactions cannot be handled through competitive bidding. The following transactions shall not be subject to a requirement for competitive bidding but will still be required to be approved by

the Governing Board or through delegated authority, as set forth in these Administrative Rules:

- A. Agreements between the Authority and governmental entities (i.e. interlocal agreements).
- B. Agreements between the Authority and non-profit organizations (i.e. interlocal agreements).
- C. Procurement of Direct Pay items in accordance with and subject to governing or applicable limits or Federal laws for the following: dues and memberships in trade or professional organizations, subscriptions for periodicals deemed necessary but ancillary for delivering of transportation services, advertisements, postage, expert witnesses, abstracts of titles for real property, closing costs and processing fees for acquisitions, title insurance for real property, deeds, judgments, debt service, mortgagee(s), collective bargaining agreements, salaries, taxes, auto allowance, borrowing of money, pensions, bonds, certificates of insurance, employee service performance awards, water, sewer, and electrical utility services, copyrighted books deemed necessary but ancillary for delivering of transportation services, videos deemed necessary but ancillary for delivering of transportation services, fees, costs of job-related seminars, training, catering service, and fees, licenses, permits, approved travel expenses for the Authority, and non-recurring charges deemed necessary but ancillary for delivering of transportation services.
- D. The lease or purchase of real property, such as land, easements, rights-of-way, existing buildings, structures, or improvements.
- E. Goods and/or services given to, or accepted by the Authority via gift, grant or bequest.
- F. Goods purchased with petty cash, not to exceed \$150.00.
- G. Purchases of goods and/or services through joint utilization of existing governmental competitive contracts available to the Authority pursuant to State or Federal law, commonly referred to as "**Piggyback Contracts.**" Piggyback Contracts may also include the piggybacking under contracts entered into with any local governmental jurisdiction such as Orange County, City of Orlando, Orange County School Board, etc.
- H. Blanket Purchase Orders.
- I. Items purchased for resale to the general public.
- J. Micropurchases.

- K. Contracts for obtaining of labor for the Authority through the collective bargaining process.
- L. Emergency purchases.
- M. Sole Source Procurements.
- N. Bus Advertising Contracts.
- O. Revenue Contracts.
- P. [Short-Term Bus Service Agreements.](#)
- Q. [Financially Exigent Agreement.](#)
- R. ~~P.~~ Other methods of procurement as determined by the Governing Board from time to time.

4.3.3 **Bidding Process for Procurements.** Subject to the further provisions of Section 4.3.2, the following dollar amounts will determine the process to be followed by the Authority in regard to procurement:

<u>Contract Amount</u>	<u>Process to be Followed</u>
Above \$50,000.00	A formal competitive bidding process is required such as an IFB or an RFP.
Below \$50,000.00 but above \$2,500.00	Generally a Request for Quotation which would require two or more quotes which could be done by phone, email, etc.
\$2,500.00 or less	Does not require formal competitive process but does require that purchases generally be distributed among vendors and that the price be fair and reasonable.

The provisions of this Section shall not be applicable to any Procurement under Section 4.3.2 or as otherwise determined by the Governing Board.

4.3.4 **Sole Source Procurements.**

- A. A determination of sole source may be made by the Chief Executive Officer after conducting a good faith review of available sources, which demonstrates there is only one viable source for the required supply, service, or item. A record of determination of the sole source shall be

maintained by the Procurement/Contracts Manager. Any such sole source Procurement shall conform to the requirements of FTA and applicable State or Federal law.

- B. For a commodity or service to be deemed as a sole source Procurement, the Purchasing and Contracts Division must have the appropriate documentation proving at least one of the following:
1. The item is available only from a single source;
 2. The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
 3. FTA authorizes noncompetitive negotiations;
 4. After solicitation of a number of sources, competition is deemed inadequate; or
 5. The item is an associated capital maintenance item as defined in 49 U.S.C. §5307(a)(1) that is procured directly from the original manufacturer or supplier of the item to be replaced. The Authority must first certify in writing to FTA: (i) that such manufacturer or supplier is the only source for such item; and (ii) that the price of such item is no higher than the price paid for such item by like customers.
- C. The procedure for acquiring a sole source procurement shall not waive the approval/execution requirements otherwise set forth in these Administrative Rules. Thus, for example, a Major Contract, if found to be a sole source procurement, must still be approved by the Governing Board.
- D. Any sole source procurement shall be reported to the Governing Board at its next meeting as an information item.

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4.4. **4.4**

Contract Authority – Who May Approve and Execute Contracts.

4.4.1 The following chart typically sets forth the approval required for a particular Contract, and is subject to the more specific provisions of the applicable Rule:

	<u>Amount of Contract</u>	<u>Required/Permitted Approval</u>	<u>Rule Reference</u>	<u>Ability to Delegate Approval Authority</u>	<u>Who Can Execute</u>
1 1	Major Contract NOTE: Generally speaking, every contract is a Major Contract requiring approval by the Governing Board, unless otherwise provided in these Administrative Rules.	Governing Board	4.4.2	No. The Governing Board does, however, have the authority when it approves the contract to delegate authority.	Any Senior Officer (which would include CEO). The Governing Board in approving the Contract, can further delegate or restrict authority as to who can execute the Contract.
2 2	Options for Major Contracts NOTE: Any approval of an option under this provision shall be noticed to the Governing Board as an information item at the next scheduled meeting of the Governing Board. NOTE: Any Option not falling within this category requires approval by the Governing Board.	CEO, provided: a) a) such option was contained in the original approved contract and clearly described in the printed agenda of the Governing Board for that meeting; and b) b) Governing Board authorized the renewal of the option without the need for further Governing Board approval NOTE: Thus, if the Governing Board does not specifically authorize staff to exercise options, options must come back to the Governing Board for approval.	4.4.3	The Governing Board can delegate the authority to approve any Option. CEO cannot delegate his/her authority to approve the exercise of any Option.	CEO or in the absence of the CEO, any other Senior Officer, provided the CEO has approved the exercise of the Option.
		<u>NOTE: Thus, if the Governing Board does not specifically authorize staff to exercise options, options must come back to the Governing Board for approval.</u>			

	<u>Amount of Contract</u>	<u>Required/Permitted Approval</u>	<u>Rule Reference</u>	<u>Ability to Delegate Approval Authority</u>	<u>Who Can Execute</u>
3 3	<p>Minor Contract:</p> <p>NOTE: In considering the amount of the contract, the value of all options is included.</p> <p>Any contract of \$25,000 or more in any one fiscal year shall be noticed to the Governing Board as an information item at the next scheduled meeting of the Governing Board.</p>	CEO	4.4.4 4.4.5	<p>Yes. CEO can delegate authority to approve said minor contract to:</p> <p>a) <u>a)</u> other Senior Officer if Contract has a value of \$50,000 or less.</p> <p>b) <u>b)</u> Procurement/ Contracts Manager if Contract has a value of \$25,000 or less.</p> <p>e) <u>c)</u> Contract Administrators/ Buyers if Contract has a value of \$5,000 or less.</p> <p>d) <u>d)</u> To other LYNX employees for micropurchases of \$2,500 or less.</p>	The same party to whom authority has been delegated can execute the Contract.
4 4	<p>Bus Advertising Contracts</p> <p>a) <u>a)</u> Level 1 contracts – contract does not exceed \$180,000 in the aggregate and the term does not exceed 12 months.</p> <p>b) <u>b)</u> Level 2 contracts – exceeding \$180,000 but less than \$300,000 or less, or having a term greater than 12 months.</p> <p>e) <u>c)</u> Level 3 contracts – all other bus advertising contracts.</p> <p>NOTE: A summary of new advertising contracts shall be provided as information items to</p>	<p>a) <u>a)</u> CEO or CFO.</p> <p>b) <u>b)</u> CEO provided that the contract receives prior approval by the Authority's general counsel.</p> <p>e) <u>c)</u> Must be approved by the Governing Board and reviewed by Authority's general counsel</p>	4.4.6	<p>a) <u>a)</u> If the contract is less than \$150,000, then the CEO can further delegate under 3 above</p> <p>b) <u>b)</u> No.</p> <p>e) <u>c)</u> No.</p>	<p>a) <u>a)</u> CFO or CEO</p> <p>b) <u>b)</u> CEO</p> <p>e) <u>c)</u> As determined by Governing Board in its approval. See 1 above as this would be a Major Contract.</p>

	<u>Amount of Contract</u>	<u>Required/Permitted Approval</u>	<u>Rule Reference</u>	<u>Ability to Delegate Approval Authority</u>	<u>Who Can Execute</u>
	<p>the Governing Board at its next meeting.</p> <p>If the Bus Advertising Contract involves a Bus Trade, then that Bus Trade must be approved by CEO.</p>				
<p>5</p> <p><u>5</u></p>	<p>Emergency Purchases</p> <p>NOTE: Any such contracts shall be reported to the Governing Board at its next scheduled meeting as a discussion item.</p>	<p>a) <u>a)</u> CEO, without Governing Board approval, if amount involved is \$150,000 or less.</p> <p>b) <u>b)</u> If the amount exceeds \$150,000, then the CEO in light of the emergency circumstances shall attempt to contact the Chairman of the Board or, in his/her absence, the Vice-Chairman for approval and oversight; if the Chairman and the Vice-Chairman cannot be contacted or the circumstances are such that the emergency does not allow time to contact the Chairman and the Vice-Chairman, then the CEO will have authority to approve and execute the Contract.</p> <p>c) <u>c)</u> Authority is also provided to the Chairman of the Board or, in the absence of the Chairman and the CEO, then the Vice Chairman of the Board. However, in</p>	4.4.7	<p>a) <u>a)</u> For amounts of \$150,000 or less, the CEO may delegate to any Senior Officer.</p> <p>b) <u>b)</u> CEO may not delegate amounts in excess of \$150,000, which amounts will be approvable by the CEO, the Chairman of the Board, or in his/her absence, to the Vice Chairman to approve Emergency Purchases.</p>	<p>a) <u>a)</u> CEO or whoever the CEO may delegate.</p> <p>b) <u>b)</u> In the absence of CEO, any other Senior Officer may execute if approved by Chairman or Vice-Chairman.</p>

	<u>Amount of Contract</u>	<u>Required/Permitted Approval</u>	<u>Rule Reference</u>	<u>Ability to Delegate Approval Authority</u>	<u>Who Can Execute</u>
		the absence of the CEO, the Chairman of the Board or in his/her absence, the Vice Chairman may delegate authority to execute to any Senior Officer to approve and execute the Contract.			
6 7 6	<p>Fuel Purchases</p> <p>NOTE: Any fuel purchases under this Rule would be reported to the Governing Board at its next scheduled meeting as an information item.</p> <p>NOTE: The Governing Board would generally establish guidelines for fuel purchases every two years.</p>	<p>a) <u>a)</u> Governing Board Approval is required for any competitive solicitation. However, in said approval, the Governing Board can establish the conditions for approval of that contract by the CEO or other persons to accept fuel bids and execute fuel contracts.</p> <p>b) <u>b)</u> If LYNX has an opportunity to acquire fuel at a savings of 5% or more over its existing fuel contract, and that is permitted under the existing fuel contract, (i.e. the existing fuel contract is not on an exclusive basis) then the CEO would have the ability to acquire such other fuel at such a savings or more and for a term not longer than the term of the other fuel contract, including options.</p>	4.4.9	<p>CEO</p> <p>CEO</p>	<p>CEO</p> <p>CEO</p>
7.	<p><u>Short-Term Bus Service Agreement</u></p> <p><u>NOTE: Any such agreement shall be</u></p>	<p><u>CEO if the dollar value of the agreement does not exceed \$500,000.</u></p>	4.4.12	<u>Yes.</u>	<u>CEO or its designee.</u>

	<u>Amount of Contract</u>	<u>Required/Permitted Approval</u>	<u>Rule Reference</u>	<u>Ability to Delegate Approval Authority</u>	<u>Who Can Execute</u>
	<u>reported to the Governing Board at its next scheduled meeting.</u>	<u>Chairman of the Board if the dollar value of the agreement exceeds \$500,000.</u>			
8.	<u>Financially Exigent Agreement</u> <u>NOTE: Any such agreement shall be reported to the Governing Board at its next scheduled meeting as an information item.</u>	<u>CEO if the agreement or renewal, as applicable, is less than \$150,000.</u> <u>Chairman of the Governing Board if the agreement or renewal, as applicable, is \$150,000 or more.</u>	<u>4.4.13</u>	<u>No.</u>	<u>CEO.</u>

The above Chart is specifically subject to the further provisions of each specific rule.

4.4.2 **Major Contracts (Including Contracts Above \$150,000.00).** Except as otherwise expressly set forth in a resolution by the Governing Board or in these Administrative Rules (e.g. Emergency Purchases), all Major Contracts must be approved by the Governing Board. In that regard:

- A. The Governing Board shall have the authority by resolution to delegate authority to approve Major Contracts on such terms as the Governing Board may determine.
- B. Once approved by the Governing Board, any Major Contract can be executed by the CEO or any other Senior Officer, unless otherwise provided in said approval. The Governing Board in approving the Major Contract may also authorize other Authority employees to execute said Contract.
- C. Generally, every contract is deemed to be a “Major Contract” which requires Governing Board approval, unless otherwise provided in these Administrative Rules or as otherwise provided from time to time in a resolution approved by the Governing Board.
- D. In order to determine whether a Contract exceeds \$150,000.00 and is therefore a “Major Contract”, the value of all Options is to be included as if exercised, with such determination being made at the time the Contract is being considered for execution by the Authority.
- E. Approval of the Governing Board is also needed to exercise any Options, unless otherwise provided in Section 4.4.3 below.

4.4.3 **Ability to Approve and Exercise Options For Major Contracts.** Subject to the further provisions of this Section, approval to exercise an Option for a Major Contract, must be further approved by the Governing Board.

- A. Notwithstanding the above, the CEO can approve the exercise of an Option under a Major Contract provided the following two conditions are met:
 - 1. The Option was contained in the original approved Major Contract clearly described in the printed agenda of the Governing Board for that meeting; and
 - 2. The Governing Board authorized the renewal of the Option without the need for further Governing Board approval.
- B. Once approved by the CEO, the CEO is authorized to execute the Option. The CEO may also authorize any other Senior Officer to execute the Option, but the CEO must first authorize the exercise of the Option.
- C. Any approval of an Option under this Section shall be noticed to the Governing Board as an information item on the next scheduled meeting of the Governing Board.
- D. With respect to options involving Minor Contracts, those may be approved and executed with the same authority and execution parameters as is the case for a Minor Contract.

4.4.4 **Minor Contracts (Generally Contracts of \$150,000.00 or Less).** Except as may be otherwise expressly set forth in a resolution adopted by the Governing Board, the CEO shall have the authority to approve and execute all Minor Contracts. In that regard:

- A. Any Minor Contract of \$25,000.00 or more in any one fiscal year of the Authority shall be noticed to the Governing Board as an information item at the next scheduled meeting of the Governing Board.
- B. In order to determine whether a contract is \$150,000.00 or less, the value of all Options is to be included as if fully exercised, with such determination being made at the time the Contract is being considered for execution by the Authority.
- C. The CEO shall further have the right to approve and exercise any Options for a Minor Contract.

4.4.5 **Delegation by CEO to Further Approve and/or Execute Minor Contracts.**

- A. The Chief Executive Officer may in writing delegate his or her authority under Subsection 4.4.4, to approve and/or execute Minor Contracts

(including the approval and exercise of Options for Minor Contracts), all on such terms and conditions as the CEO deems appropriate, in the following values or amounts and to the following individuals:

<u>Amount of Contract</u>	<u>Who Can Approve/Execute</u>
\$50,000 or less	CFO and/or CAO
25,000 or less	Procurement/Contracts Manager
5,000 or less	Contract Administrator/Buyers
2,500 or less	Individual Authority Employees for Micropurchasers

There shall be maintained in the office of the Chief Executive Officer a listing and schedule of any such delegations, including the amount and persons to whom any such authorities have been delegated and the terms of such delegation. Said report shall be furnished to the Governing Board on an annual basis.

- B. **Scope of Delegations; Responsibility of Officers.** The delegation of authority to approve and award Procurements and Contracts are limited in scope and apply only to those Senior Officers and Authority staff to whom such authority has expressly been delegated herein. No Senior Officer or Authority staff to whom such authority has been delegated hereunder shall have the power or authority to further delegate such authority, or otherwise designate any other individual to carry out the approval and award of Procurements and Contracts authorized hereunder. In the exercise of the authority delegated to them under this Administrative Rule, the Senior Officers shall be subject to the authority and direction of, and fully accountable to, the Chief Executive Officer, who shall be fully accountable to the Governing Board for their actions, in the same manner as if such authority had been delegated to them by the Chief Executive Officer. Each individual to whom such authority has been delegated hereunder in excess of \$15,000.00 shall sign a “**Statement of Responsibility**” and will be held accountable for all actions occurring under their authority and shall be governed at all times by applicable State and Federal laws. Any person authorized to make purchases exceeding in dollar amount or dollar value of \$15,000.00 shall file a statement of financial interest with the Supervisor of Elections in the jurisdiction within which he or she permanently resides.

[The following Section 4.4.6 was amended/modified by the Board at its meeting on January 22, 2009 to relabel the Section, add a new Section 4.4.6B.]

4.4.6 A. **Bus Advertising Contracts.** Authority to approve and execute Bus Advertising Contracts shall be by the methods and in the maximum amounts specified below:

- A. **Level 1 Contracts.** The Governing Board hereby delegates to each of the Chief Executive Officer, Chief Administration Officer and the Chief Financial Officer, the authority to approve and execute, on behalf of the Governing Board and in accordance with these Administrative Rules and applicable law, Bus Advertising Contracts with (i) a dollar value or dollar amount not to exceed \$180,000.00 in the aggregate, and (ii) a term, including any option to extend or renew, not to exceed twelve (12) months. Legal approval is waived for these Level 1 Bus Advertising Contracts only on the premise that the standard printed form provided by Authority general counsel is used. Any addendum or modification from the standard printed form will require legal review and approval. Level 1 Contracts shall be reviewed after six months by the Authority and/or Authority general counsel.

~~Legal approval is waived for these Level 1 Bus Advertising Contracts only on the premise that the standard printed form provided by Authority general counsel is used. Any addendum or modification from the standard printed form will require legal review and approval. Level 1 Contracts shall be reviewed after six months by the Authority and/or Authority general counsel.~~

- B. **Level 2 Contracts.** The Governing Board hereby delegates to the Chief Executive Officer the authority to approve and execute, on behalf of the Governing Board and in accordance with these Administrative Rules and applicable law, Bus Advertising Contracts with a dollar value or dollar amount not to exceed \$300,000.00 in the aggregate, provided that the contracts receive prior approval by Authority general counsel.
- C. **Level 3 Contracts.** All other bus advertising contracts shall require and be reviewed by Authority general counsel and approved by the Governing Board.
- D. **Aggregate.** All dollar amounts and terms above are based on dealings with a single customer and shall be considered in the aggregate when classifying within each level. No bus advertising contracts shall be artificially divided so as to fall within Level 1 or Level 2 thresholds.
- E. **Bus Trades.** In the event the Bus Advertising Contract involves a Bus Trade, then the following provisions will apply:
1. Subject to the further provisions set forth below, all Bus Trades are subject to the same level of approval as is the Bus Advertising Contract. Thus, for example, if the Contract being considered is a

Level 3 Contract, then the Governing Board must approve the Bus Trade.

2. Subject to any further delegation by the CEO, the CEO will be required to approve all Bus Trades.
3. The CEO may in writing delegate his/her authority to approve Bus Trades in accordance with the level of approval set forth for the Bus Advertising Contracts.

F. **Notice to Governing Board.**

1. A summary of new Bus Advertising Contracts (not previously furnished to the Governing Board as an information or other item) shall be provided as information items with the Governing Board meeting documents.
2. There shall be presented to the Governing Board on an annual basis an annual report of all the Bus Advertising Contracts then outstanding and entered into during the previous year.

[The following Section 4.4.6B was added by the Board at its meeting on January 22, 2009.]

4.4.6 B. **Other Advertising Contracts (Bus Shelters, etc.)** Authority to approve and execute Bus Advertising Contracts shall be by the methods and in the maximum amounts specified below:

- A. **Level 1 Contracts.** The Governing Board hereby delegates to each of the Chief Executive Officer, Chief Administration Officer and the Chief Financial Officer, the authority to approve and execute, on behalf of the Governing Board and in accordance with these Administrative Rules and applicable law, Advertising Contracts with (i) a dollar value or dollar amount not to exceed \$180,000.00 in the aggregate, and (ii) a term, including any option to extend or renew, not to exceed twelve (12) months. Legal approval is waived for these Level 1 Advertising Contracts only on the premise that the standard printed form provided by Authority general counsel is used. Any addendum or modification from the standard printed form will require legal review and approval. Level 1 Contracts shall be reviewed after six months by the Authority and/or Authority general counsel.
- B. **Level 2 Contracts.** The Governing Board hereby delegates to the Chief Executive Officer the authority to approve and execute, on behalf of the Governing Board and in accordance with these Administrative Rules and applicable law, Advertising Contracts with a dollar value or dollar amount

not to exceed \$300,000.00 in the aggregate, provided that the contracts receive prior approval by Authority general counsel.

C. **Level 3 Contracts.** All other Advertising Contracts shall require and be reviewed by Authority general counsel and approved by the Governing Board.

D. **Aggregate.** All dollar amounts and terms above are based on dealings with a single customer and shall be considered in the aggregate when classifying within each level. No Advertising Contracts shall be artificially divided so as to fall within Level 1 or Level 2 thresholds.

E. **Trades.** In the event the Advertising Contract involves a Trade, then the following provisions will apply:

1. Subject to the further provisions set forth below, all Trades are subject to the same level of approval as is the Advertising Contract. Thus, for example, if the Contract being considered is a Level 3 Contract, then the Governing Board must approve the Trade.

2. Subject to any further delegation by the CEO, the CEO will be required to approve all Trades.

3. The CEO may in writing delegate his/her authority to approve Trades in accordance with the level of approval set forth for the Advertising Contracts.

F. **Notice to Governing Board.**

1. A summary of new Advertising Contracts (not previously furnished to the Governing Board as an information or other item) shall be provided as information items with the Governing Board meeting documents.

2. There shall be presented to the Governing Board on an annual basis an annual report of all the Advertising Contracts then outstanding and entered into during the previous year.

[The following Section 4.4.6C was relabeled and modified to apply to all Advertising Contracts by the Board at its meeting on January 22, 2009.]

4.4.6 C **Limitations on Advertising Content.**

1. The purpose of entering into Advertising Contracts is to maximize the total amount of revenue available to the Authority. To this end,

the Authority is cognizant that the revenue it earns from Advertising Contracts is based upon the perceived class of the businesses advertising on the Authority's advertising space; if advertisers perceive the Authority's advertising space to be a medium for lower caliber businesses or morally or politically controversial materials, the Authority's advertising rates, and corresponding revenue, would decline.

2. There shall be no political, alcohol, tobacco, gambling, sexually or adult-oriented advertising of any nature whatsoever.
3. There shall be no advertising that is false, misleading, deceptive, contrary to good taste, controversial, or offensive to the moral standards of the community.
4. The initial determination of what constitutes an advertisement which must be rejected pursuant to subsections (2) or (3), above, shall be made by the Chief Executive Officer. The determination of the Chief Executive Officer may be appealed to the Governing Board, by the party seeking to advertise (the "Complaining Party"), upon filing notice within thirty (30) days of receiving the Chief Executive Officer's initial determination. The determination of the Governing Board shall be final and conclusive. A failure to file notice of appeal within the time set forth above shall constitute a waiver of the Complaining Party's right to appeal the decision of the Chief Executive Officer.
5. In addition to those advertisements which must be rejected pursuant to subsections (2) and (3), above, the Governing Board retains the discretion to reject any Bus Advertising Contract or specific advertisement whose content could reasonably be perceived to threaten the Authority's revenue stream.
6. In the event either provision (3), (4), or (5), above, is held to be unconstitutional, such unconstitutionality shall have no effect on provisions (1), (2), or any other provisions contained in this rule.

This Rule applies to all Advertising Contracts, including Bus Advertising Contracts.

4.4.7 Emergency Procurements.

- A. Subject to the rules of the FTA and the State of Florida, as applicable, in case of any Emergency, the Administrative Rules, including any required competitive bidding, are hereby waived to the extent needed to meet and address the Emergency.

- B. The Senior Staff shall to the extent possible keep the Governing Board, and particularly the Chairman of the Board, if feasible, advised and informed regarding the Emergency, and the efforts undertaken by the Authority to address said emergency.
- C. The authority provided under these Administrative Rules to address any emergency shall apply during the term of the Emergency.
- D. Documentation of any such Emergency shall be maintained by the Procurement/Contracts Manager, and shall be reported to the Governing Board at its next scheduled meeting as a discussion item.

4.4.8 **Revenue Contracts.**

- A. Revenue Contracts are generally those contracts which do not involve the acquisition of goods or services by the Authority and do not involve the payment of funds by the Authority. Said Revenue Contracts generally involve contracts whereby the Authority will provide to a third party the right to use property or privileges of the Authority in exchange for the payment of funds or other value to the Authority.
- B. Subject to the further provisions set forth below, all Revenue Contracts shall be deemed to be Major Contracts which require the approval of the Governing Board.
- C. Notwithstanding the foregoing, the Chief Executive Officer may approve Revenue Contracts provided both (i) the value of said Revenue Contract, including options, does not exceed \$150,000.00, and (ii) the term of the Revenue Contract does not exceed 5 years. In considering the approval of any Revenue Contract, the following standards will be applicable:
 - 1. The competitive bidding procedures for the Authority shall apply, if applicable.
 - 2. The Authority shall seek to obtain the highest and best value for the Authority.
- D. Revenue contracts which are not submitted to the Governing Board for their approval shall be noticed at the next meeting of the Governing Board as an information item.

4.4.9 **Fuel Contracts.**

- A. The Governing Board finds that the procurement of fuel by the Authority, is both an absolute necessity for the Authority to fulfill and meet its public purpose and also that the procurement of fuel is a widely varying process that is subject to the market risks and shifts from time to time. Therefore,

the Authority must be prepared in acquiring fuel to be able to adjust to and meet market conditions from time to time.

- B. The Governing Board will generally on a two year basis establish the guidelines or process by which the Authority may seek to acquire fuel for the Authority's operations. Generally speaking, the Governing Board may authorize the process by which fuel will be acquired for each two year period which will generally authorize the Chief Executive Officer to establish the terms and conditions of the competitive bidding process and for the Chief Executive Officer to award and execute the contract.
- C. Recognizing that fuel contracts will vary from time to time, if an opportunity is presented to the Authority that would provide for a savings in fuel costs of 5% or more, the CEO is authorized subject to permitted contract requirements to purchase and enter into contracts to acquire such other fuel.
- D. Fuel contracts purchased through the procedure not involving final Governing Board Authority shall be reported to the Governing Board at its next scheduled meeting as a discussion item.

4.4.10 Simplified Acquisition Procurements.

- A. No purchase of goods, consultant services, services and/or construction shall be artificially divided so as to fall within this Simplified Acquisition Procurements exemption.
- B. Simplified Acquisition Procurements include any Procurement with an amount of \$50,000.00 or less.
 - 1. Procurements with an amount of \$2,500.00 (or such other amount as may be modified from time to time in Federal guidelines) or less do not require quotes. However, such Procurements are expected to be well distributed between Vendors.
 - 2. Procurements with an amount greater than \$2,500.00 (or such other amount as may be modified from time to time in Federal guidelines) require a Request for Quotation (RFQ) or other competitive bidding process as authorized herein. Purchases shall be made on the basis of at least two written quotations. The written quote may be emailed, faxed or mailed to Authority. The written quote must clearly identify the Vendor making the quote and the total price being quoted. Summary quotes must be included within the text of the requisition, and the original quote received shall be retained by the department for future reference. Quote prices will not be released to competing Vendors until final determination for the Procurement has been made.

- C. Simplified Acquisition Procurements may be formally bid. If bid, then all applicable terms of this Administrative Rule shall apply.

4.4.11 **Purchasing Card Program.** The Authority hereby establishes a “**Purchasing Card Program**” designed to improve efficiency in processing low dollar purchases of commodities with an aggregate amount not to exceed \$2,500.00 (or such amount as may be provided from time to time in the Federal guidelines) per purchase. This will allow the cardholder to purchase approved commodities and services directly from Vendors within the transaction limits established for each cardholder. Each Procurement card shall be issued to a named individual. The Authority shall be clearly shown on the card as the governmental buyer of goods and services. Subject in all events to the other provisions of these Administrative Rules, the Purchasing and Contracts Division may establish further details of the Purchasing Card Program and/or establish internal controls so that purchasing cards are used only for authorized purposes, and to provide a convenient and adequate small order purchasing system for the Authority’s employees.

[The following Section 4.4.12 was added by the Board at its meeting on January 22, 2009.]

4.4.12 **Short-Term Bus Service Agreements.** The Chief Executive Officer or his designee may enter into an agreement to provide bus services to a third party, without first obtaining the approval of the Governing Board, if all of the following four conditions A, B, C and D are met:

- A. The Chief Executive Officer or his designee determines that the agreement must be entered into before the next regularly scheduled meeting of the Governing Board;
- B. In exchange for providing the services, the Authority will receive its standard hourly rate for bus services that it charges to third parties;
- C. The term of the agreement does not exceed six months; and
- D. The dollar value of the agreement does not exceed \$500,000 or if the Chairman of the Governing Board first consents to the entry into the agreement, then, in that case, there shall be no dollar limitation.

The Chief Executive Officer will advise the Governing Board of the agreement or the renewal, as applicable, at the next regularly scheduled meeting of the Governing Board.

[The following Section 4.4.13 was added by the Board at its meeting on January 22, 2009.]

4.4.13 **Financially Exigent Agreements.** The Chief Executive Officer may enter into an agreement or renew an existing agreement, notwithstanding the fact that entering into the agreement or renewing the existing agreement would otherwise require the prior approval of the Governing Board, if both of the following conditions A and B are met:

- A. Financially Exigent Situation will be created as a result of waiting for the next regularly scheduled meeting of the Governing Board to approve the agreement or approve the renewal of the existing agreement; and
- B. Either (i) the dollar value of the agreement or the renewal is less than \$150,000 or (ii) if the dollar value of the agreement is \$150,000 or more, then the Chairman of the Governing Board first consents to the entry into the agreement or the renewal of the existing agreement.

The Chief Executive Officer will advise the Governing Board of the agreement or the renewal, as applicable, at the next regularly scheduled meeting of the Governing Board.

4.5. **4.5-Form of Contracts/Execution/Etc.**

- 4.5.1 **Form Contracts/Changes.** It is the intent of the Authority to the extent possible to use form contracts to facilitate the Procurement process. The Chief Executive Officer and/or Authority's legal counsel to the Authority may approve changes to a base form contract which has been previously approved by the Governing Board provided that (i) such changes, read together, do not cause such contract, instrument or other obligation to be materially different (creating a negative financial impact or increasing liability or obligation of LYNX) from the form approved by the Governing Board, or (ii) the Governing Board expressly authorizes the Chief Executive Officer and/or legal counsel, as the case may be, to approve such changes in the resolution or motion approving the form of the contract.
- 4.5.2 **Execution of Contracts.** Any Contract, instrument or other obligation requiring Governing Board approval, which has been so approved as provided in these Administrative Rules, shall be executed by the person or persons set forth in these Administrative Rules, or, as an alternative, as set forth in any resolution adopted by the Governing Board. No other employee of the Authority has any authority to execute any such contracts.
- 4.5.3 **Contract Amount/Monitoring of Amount.** All Contracts shall indicate on their face the date of approval by the Governing Board, if applicable, and the dollar value or dollar amount, if any, which shall not exceed the dollar amount or dollar value, if any, approved by the Governing Board or as specifically provided herein. The Purchasing and Contracts Division will be responsible for ensuring the Contract amount does not exceed such stated value or dollar amount and the scope of service originally approved by the Governing Board.

4.5.4 **Project Contingency.** The Governing Board may elect to approve a Project Contingency for certain Procurements or capital improvement projects that may require contingent additional costs. The Chief Executive Officer and Chief Financial Officer shall have the authority to authorize Change Orders for use of a Project Contingency subject to the following requirements:

- A. Change Orders shall not exceed ten percent (10%) of the original Contract amount approved by the Governing Board.
- B. Change Orders shall not exceed \$150,000.00 (for any single change, claim or amendment).
- C. All Change Orders relating to a particular project shall not exceed fifty percent (50%) of the approved Project Contingency (in the aggregate).
- D. Once fifty percent (50%) of the Project Contingency has been utilized, only the Governing Board, may authorize use of the remaining fifty percent (50%) of the Project Contingency, unless the Chief Executive Officer determines that a delay in authorization of the expense will result in substantial delay or additional cost to the Authority, in which case, the CEO may authorize said expense from the Project Contingency, but will so inform the Governing Board at the next meeting as an information item.
- E. Direct Pay purchases shall not constitute Change Orders to the extent that they solely involve changes to line items in the Contract.
- F. The Governing Board may modify or waive the requirements of this Subsection 4.5.4 in the Contract award.
- G. Any Change Order, claim, amendment or expenditure of Project Contingency, as provided herein, shall be noticed to the Governing Board as an information item at the next scheduled meeting of the Governing Board. Any proposed increase in the Project Contingency, for purposes of modifying the authority of the Chief Executive Officer under this Subsection 4.5.4, must be presented for approval to the Governing Board prior to authorization.

4.6. **4.6 Process for Competitive Bidding.**

4.6.1 **Bid, Requests for Quote, or Request for Proposal Purchases.** Decisions to utilize an IFB or RFP for a Procurement may be made by the Procurement/Contracts Manager, subject to the overriding decision by the Chief Executive Officer. The Governing Board shall approve the issuance and award of all RFP's or IFB's over \$150,000.00. All pre-planned Procurements that are specifically identified in the annual budget approved by the Governing Board shall not require Governing Board approval for issuance of an RFP.

- A. Competitive bidding through an Invitation for Bid will be the preferred method for the Procurement of items where:
 - 1. Precise specifications of the needed product or services are known and can be described in the Invitation for Bid;
 - 2. Price is the only variable; and
 - 3. It is determined to be in the Authority's best interest utilizing the IFB process.
- B. Competitive bidding through a Request for Proposal is appropriate when the exact product or service needed by the Authority is not specifically predetermined. RFP's shall provide a statement of need or service description for achieving a described goal of the Authority, which proposed solutions are sought. RFP's may include specifications, scope of services, and proposed contractual terms and conditions to which a Proposer must respond. RFP's may encourage the Proposal of alternative specifications, scope of services, and proposed contractual terms and conditions if such alternatives are proposed by a Proposer as the best method of meeting the need stated or achieving the described goal of the Authority.
- C. The Bid/Proposal Process is as follows:
 - 1. The specific department manager shall identify the desired Procurement and shall submit a written request to the Procurement/Contracts Manager. All specifications, budget information and relevant information shall be included.
 - 2. The Purchasing and Contracts Division shall put the Procurement request into the proper form and complete the legal advertisement and Bid/contractual documents.
 - 3. The Purchasing and Contracts Division and the requesting department will then jointly develop the specifications and award criteria.
 - 4. When available, standard legal documents developed by the attorneys for the Authority shall be utilized. Standard legal documents or contracts shall not be modified without the approval of the Chief Executive Officer.
 - 5. The Authority shall evaluate Bid/Proposals based on the requirements set forth in the Invitation to Bid/Request for Proposal. Award criteria shall be objectively measurable.

4.6.2 **Process for Award of Bid:**

- A. If the Contract is to be awarded on the basis of price, the Contract may be awarded to the Responsible and Responsive Bidder who submits the lowest Bid price. The Contract shall be awarded with reasonable promptness by means of a written notice to such Bidder. The Authority shall at all times, except when expressly waived, reserve the right to reject all Bids or to elect not to proceed.
- B. When it is impractical initially to prepare a purchase description to support an award based on price, the Authority may conduct multistep sealed bidding, whereby an initial RFP or Invitation for Bids/advertisement is issued requesting the submission of unpriced offers, or information relating to the experience and capabilities of the prospective Bidders, to be followed by an RFP or an Invitation for Bid/advertisement limited to those Proposers whose offers or experience and capabilities have been determined to be acceptable under the criteria set forth in the initial RFP or invitation for Bids/advertisement.
- C. A Bidder may be determined non-~~Responsible~~ or non-Responsive for failing to meet the requirements of any IFB, any provision of the Administrative Rules, policies, or procedures of the Authority, or applicable law, which determination shall be made in the sole and exclusive judgment of the Authority. The unreasonable failure of a Bidder to promptly supply information in connection with an inquiry may be grounds for a determination that the Bidder is non-Responsive or non-Responsive with respect to a Procurement.
- D. Recommendation Status for Bids:
 - 1. Staff shall recommend award to the responsive and qualified Proposer whose Proposal is determined to be the most advantageous to the Authority. In the event only one responsive Proposal is received, the Authority reserves the right to award to the sole Proposer, readvertise the Request for Proposal, with or without making changes to the evaluation factors, or elect not to proceed.
 - 2. A Proposer may be determined non-~~Responsible~~ or non-~~Responsive~~ for failing to meet the requirements of any RFP, any provision of the Administrative Rules, policies, or procedures of the Authority, or applicable law, which determination shall be made in the sole and exclusive judgment of the Authority. The unreasonable failure of a Proposer to promptly supply information in connection with an inquiry may be grounds for a determination that the Proposer is non-Responsive or non-Responsive with respect to a Procurement.

E. Qualifications/Standards of Bidders:

1. All awards made by the Authority, whether obtained by Invitation for Bid/advertisement, Proposal, or Quotation, or any other method, shall consider whether the prospective Vendor meets the standard of qualification. Factors to be considered in determining whether the standard of qualification has been met shall include whether a prospective contractor/vendor has:
 - a. The appropriate financial, material, equipment, facility, and personnel resources and expertise, or the ability to obtain them, necessary to indicate its capability to meet all contractual requirements;
 - b. A satisfactory record of performance;
 - c. A satisfactory record of integrity;
 - d. The legal ability to contract with the Authority; and
 - e. Supplied all necessary information in connection with the inquiry concerning responsibility including, but not limited to any licenses, permits, or organization papers required.
2. The prospective Vendor shall supply information requested by the Authority concerning qualifications. If such Vendor fails to timely supply the requested information, the Authority shall base the determination of qualification upon any available information, or may find the prospective Vendor not qualified if such failure is unreasonable.

4.6.3 **Selection.** Procurements, with an amount equal to or in excess of \$50,000.00 shall be competitively bid and awarded based on the submission of sealed Bids or Proposals, except as otherwise expressly provided herein. All Procurements with a dollar value or dollar amount of \$50,000.00 or less shall be obtained pursuant to Subsection 4.6.5.

- A. Nothing in the foregoing shall prohibit the Authority from renewing Contracts with Contractors originally selected through a competitive selection process or original sole source determination, provided such renewal is within the scope of the original Contract.
- B. An Invitation for Bid, Request for Proposal or other solicitation may be postponed or cancelled by the Authority at any time in the sole discretion of the Authority.
- C. With respect to any Invitation for Bid, Request for Proposals or other solicitation the Bid(s)/Proposal(s) or specific Bidder(s)/Proposer(s)

determined to be non-~~Responsible~~/non-~~Responsive~~ may be rejected in whole or in part, by the Authority.

- D. The procedures required herein may be departed from by the Authority in any manner that is reasonable in the event of an emergency, or in order to comply with Federal or State requirements

4.6.4 **Procurement of Certain Consultant and Professional Services.** To the extent that the Procurement of certain consultant or professional services is subject to the application of Florida Statutes 287.055, or any successor provision thereof (the “Consultants Competitive Negotiation Act”) or to 40 U.S.C. 541, such Procurement shall be conducted in accordance with such provisions of law.

4.6.5 **Sales Tax Recovery and Shared Cost Savings.** The Authority may utilize the sales tax recovery system and/or shared cost savings authorized under general law when it procures goods and services for the construction of new or renovated facilities when deemed to be in the best interest of the Authority. Pursuant to such sales tax recovery system, Procurements may be made through the Authority on behalf of its contractors without the use of the competitive procedures provided under this Administrative Rule, to the extent authorized by law.

4.7. **~~4.7~~—Contact with Authority/No Solicitation or Contract During Procurement Process.**

4.7.1 Prior to the due date for submittal of a competitive sealed Proposal or Bid, with regard to all Invitations to Bid, Requests for Proposals, and all other award of Procurements pending before the Authority, contact by any interested party or representative thereof with any Member to discuss such matter is permitted. Subsequent to the submittal by a Proposer, such Proposer is prohibited from contacting or discussing the Procurement with any Member or Officer of the Authority. Provided, however, all inquiries regarding the official position of the Authority in regard to such matters, including questions about the Procurement process or the terms and conditions of a Procurement, shall be made through the Procurement/Contracts Manager and Authority staff expressly designated with the responsibility of administering the Procurement and in accordance with this Administrative Rule.

4.7.2 On or after the due date for submittal of a competitive sealed Proposal or Bid, with regard to all Invitations to Bid, Requests for Proposals, and all other awards of Procurements pending before the Authority, and all protests of all procedures with respect thereto, and any contract claims or disputes subject to the application of this Administrative Rule, contact by any interested party or representative thereof with any Member, officer, employee or agent of the Authority to attempt to influence the outcome thereof is strictly prohibited, except as authorized under this Subsection. All inquiries regarding such matters shall be made through the Procurement/Contracts Manager and other Authority staff expressly designated

with the responsibility of administering the Procurement and contract administration process and in accordance with Administrative Rule.

4.7.3 The Governing Board may impose sanctions upon any interested party or representative thereof who, itself or through its representatives, is found to have violated the provision of this Section 4.9, which may include Suspension or Debarment.

4.8. ~~4.8~~ **Background Checks and Investigations.** Submission by any Vendor of a Bid, Proposal or other response to a solicitation of goods or services constitutes consent by such Vendor to background checks, investigations or other inquiries by the Authority.

4.9. ~~4.9~~ **Specifications.** All specifications shall be drafted so as to promote overall economy for the purpose intended and to encourage maximum free and open competition in satisfying the Authority's need. Prospective suppliers may be required to be pre-qualified for particular types of supplies or services. Solicitation mailing lists of potential contractors shall include, but not be limited to, such pre-qualified suppliers. This Section shall not be read to preclude the Authority from standardization on a name-brand product.

4.9.1 **Brand Name and/or Equal Specifications.** Use of a brand name or equal specification may be restrictive of product competition. Therefore, such use may be limited to instances when the Authority makes a determination that only the identified brand name(s) item(s) and/or equal specifications will satisfy the Authority's needs or where a Procurement has been standardized pursuant to the Purchasing and Contracts Procedures. When appropriate, to ensure full and open competition the specification should not state only a "**Brand Name**" product without listing its salient characteristics and not allowing "**An Equal**" product to be offered. If only one Vendor can supply the requirement, the Procurement shall be made as a Sole Source in accordance with Subsection 4.3.4.

4.10. ~~4.10~~ **General Provisions Document.** The Purchasing and Contracts Division will establish a "**General Provisions Document**" which will contain certain guidelines of the Authority and statutory and regulatory requirements contained in the FTA Master Agreement and Best Practice Procurement Manual or similar document established by FTA rule or policy. The "**General Provisions Document**" will be referenced in the Authority's Procurement solicitations. The "**General Provisions Document**" may be made available on the Authority's website for viewing or in printed form at a minimal copy cost. Vendors that are awarded Contracts shall comply with and be subject to the provisions set forth in the "**General Provisions Document**."

4.11. ~~4.11~~ **Bonding Requirements.** The Governing Board may require a Bidder or Contractor to furnish bid bonds, performance bonds and/or payment bonds in amounts determined by the Governing Board.

4.12. ~~4.12~~ **Geographic Preferences.** Procurements made subject to FTA restrictions will be conducted in a manner that prohibits the use of statutorily or administratively imposed

in-state or local geographical preferences in the evaluation of Bids or Proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preferences. Procurements made subject to Consultants Competitive Negotiation Act, as set forth in the Florida Statutes, § 287.055 (“CCNA”), may include, subject to the approval of the Governing Board, geographic preference for architectural and engineering services, so long as its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

4.13. ~~4.13~~ **Contract Administration.** Those parties involved in contract administration shall comply with the FTA Circular 4220.1E, Third Party Contracting Requirements as may be amended, supplemented, updated or replaced from time to time, or any other applicable FTA rule or policy for all procurements using Federal funds. As a condition of all Contracts pertaining to Procurements made pursuant to this Administrative Rule, all parties thereto shall act in good faith in the performance thereof.

4.14. ~~4.14~~ **Suspension, Debarment, Protest, Appeal & Remedies.**

4.14.1 **Authority.** The Chief Executive Officer or Governing Board may Suspend or Debar for cause the right of a vendor or principals of a vendor, to be included on a Vendor List and any Bid or Proposal from that Vendor may be rejected, provided that the Governing Board shall have the authority to waive or rescind such Suspension or Debarment. The Suspension or Debarment shall be final and conclusive unless the suspended or debarred Vendor initiates protest proceedings pursuant to this Section within thirty (30) business days after the date of notification.

4.14.2 **Suspension.** A Vendor may be suspended for a period not to exceed three (3) years as determined by the Chief Executive Officer or Governing Board based upon the following: default; fraud or misrepresentation; conviction by a court of a criminal offense or any other offense indicating a lack of business integrity; insolvency; violation of the ethical standards imposed under State or Federal law; failure to comply with the DBE participation or DBE requirements as may be established in an awarded Contract; or any other cause the Chief Executive Officer or Governing Board determines to be sufficiently serious and compelling as to materially and adversely affect responsibility of a Vendor, including but not limited to suspension or debarment by another governmental entity for cause.

4.14.3 **Debarment.** A Vendor may be permanently debarred for the following:

- A. Default or failure to fully comply with the conditions, specifications, drawings, time limits, or terms of an Invitation to Bid, Request for Proposals or Contract with the Authority twice in any three-year period.
- B. Conviction or judgment in a court for commission of any offense listed in Subsection 4.14.5 in connection with the Vendor’s commercial enterprise. If the conviction or judgment is reversed through the appellate process, the

Debarment shall be removed immediately upon written notification and proof of final court disposition from the Vendor to the Authority.

- 4.14.4 **Decision.** After the Chief Executive Officer or Governing Board has determined to suspend or debar a Vendor, the Chief Executive Officer shall cause the Procurement/Contracts Manager to notify the Vendor in writing of the Debarment or the period of Suspension and the reasons for the action taken.
- 4.14.5 **Public Entity Crime.** Any Vendor who has been convicted of a public entity crime as defined by F.S. 287.133, or any successor provision, shall not be able to transact business with the Authority to the extent specified in F.S. 287.133 (3) (a).
- 4.14.6 **Procedure for Protest of Awards by Authority.** This Subsection provides a procedure for a resolution of protests arising from the Procurement process. Contracts not subject to formal invitation to bid (including micropurchases and Minor Contracts), RFP or Contracts awarded pursuant to an emergency declaration or other emergency procedures are not subject to this Subsection. The Authority reserves the right to waive any minor informalities or irregularities, which do not go to the heart of the Procurement or prejudice other Bidders or Proposers and/or to reject any and all Bids or Proposals submitted in response to any Invitation to Bid or Request for Proposals. Conditional Bids or Proposals or those that take exception to the specifications may be considered non-responsive and may be rejected by the Procurement/Contracts Manager. The protest process shall be as follows:
- A. Any actual Bidder or Proposer who is aggrieved in connection with the solicitation or proposed award shall timely protest in writing to the Procurement/Contracts Manager. Vendors that have not so timely submitted a Bid or Proposal on the Procurement, shall not have standing to protest.
 - B. The Purchasing and Contracts Division shall Post a recommendation of award. A formal written protest must be filed no later than 5:00 p.m., local time, five (5) business days after the Posting date of the award recommendation. The Bidder or Proposer has the responsibility to contact the Authority and request the award recommendation results. Failure of the Bidder to so contact the Authority shall be grounds for the Authority to reject the protest. The time limits in which protests must be filed as specified herein may be altered by specific provisions in an Invitation to Bid or Request for Proposals. A formal written protest is considered filed with the Authority when it is received by the Procurement/Contracts Manager. Accordingly, a protest is not timely filed unless it is received by the Procurement/Contracts Manager within the times specified herein. Failure to file a formal written protest within the time period specified shall result in waiver of all rights of protest by the protesting party and abrogation of any further Bid protest proceedings.

- C. The formal written protest shall: identify the protesting party and the solicitation involved; include a clear statement of legally sufficient grounds on which the protest is based; refer to the statutes, laws, ordinances, or other legal authorities which the protesting party deems applicable to such grounds; and, specifically request the relief to which the protesting party deems itself entitled by application of such authorities to such grounds. The protesting party shall mail a copy of the formal written protest to the recommended awardee and shall provide the Purchasing and Contracts Division with the original letter.
- D. These protest procedures shall be the sole remedy for challenging an award of Procurement. Bidders and Proposers are prohibited from attempts to influence, persuade or promote through any other channels or means. Such attempts may be cause for suspension as herein provided.
- E. With respect to all protest proceedings under this Subsection the judicial rules of evidence shall not apply and the decision shall be based on such information adduced in the course of the proceeding upon which reasonable prudent persons rely on the conduct of their affairs.
- F. Upon receipt of a formal written protest, which has been timely filed, the solicitation or Contract award process shall be suspended until the subject of the protest is resolved by final Authority action, unless the Chief Executive Officer makes a determination for the record that the award of a contract, without delay, is necessary to protect substantial interests of the Authority.
- G. The Procurement/Contracts Manager shall attempt to settle or resolve the matter, with or without a hearing at the option of the Procurement/Contracts Manager. The Procurement/Contracts Manager shall have the authority to settle and/or render a final written decision within thirty (30) business days from the date of receipt of the protest.
- H. The Procurement/Contracts Manager's decision shall be final and conclusive unless within five (5) business days of receipt of the written decision, the protesting party delivers a formal written appeal to the Procurement/Contracts Manager. The written request shall state with specificity the grounds for the appeal and also the action requested.
- I. In case of competitive Bids, an appeal committee shall attempt to settle or resolve the matter, with or without a hearing at the option of the appeal committee. The appeal committee shall be comprised of the Chief Administrative Officer, the user department director or designee, and an independent third party within the Authority as appointed by the Chairperson, plus the Procurement/Contracts Manager as a (non-voting) member.

- J. In the case of competitive sealed Proposals, the SEC shall attempt to settle or resolve the matter, with or without a hearing at the option of the SEC.
- K. The Authority's legal counsel will support the Procurement/Contracts Manager, the appeal committee or SEC, as applicable, in an advisory capacity. The appeal committee or SEC, as applicable shall have the authority to settle and/or render a final written decision within thirty (30) business days from the date of filing the written appeal.
- L. Nothing in this Subsection is intended to affect the existing powers of the Governing Board to settle actions pending before the courts.
- M. In the event of a court upholding the protesting party's claim, the court awarded damages on behalf of the protesting party shall be solely limited to Bid/Proposal preparation costs, and reimbursement of the amount of the protest bond as stipulated herein.

[The following paragraph N was added by the Board at its meeting on January 22, 2009.]

- N. The Authority shall notify the FTA of any protests related to procurements involving Federal funds and shall keep the FTA informed of the status of any such protests.

4.15. ~~4.15~~ **Contract Claims.** All claims by a Contractor against the Authority relating to a Contract shall be submitted in writing to the Procurement/Contracts Manager for a decision. Claims include, without limitation, controversies arising under a Contract, and those based upon breach of contract, mistake, misrepresentation, or other cause for contract modification or rescission. The process for contract claims is as follows:

- 4.15.1 The decision of the Procurement/Contracts Manager shall be issued in writing, and shall be mailed or otherwise furnished to the contractor. The decision shall state the reasons for the decision reached, and shall inform the contractor of its appeal rights.
- 4.15.2 The Procurement/Contracts Manager's decision shall be final and conclusive unless, within five (5) business days from the date of receipt of the decision, the contractor delivers a written appeal to the Division of Purchasing and Contracts.
- 4.15.3 The Procurement/Contracts Manager, with review from legal counsel, shall issue a written decision regarding any contract controversy within fifteen (15) business days after written request for a final decision, or within such longer period as may be agreed upon between the parties.
- 4.15.4 Notwithstanding the foregoing, any decision to pay a claim that would result in payment to a Contractor, together with all sums to be paid under the Contract

(including other prior, pending or anticipated claims), for Contracts that are subject to the approval of the Governing Board shall require the approval of the Governing Board.

4.15.5 Any person aggrieved by the decision of the Procurement/Contracts Manager must deliver a written appeal within five (5) business days of receipt of the written decision to the Procurement/Contracts Manager. An appeal committee, comprised of the Chief Administrative Officer as Chairperson and the user Department Director or designee, an independent third party within the Authority as appointed by the Chairperson, plus the Procurement/Contracts Manager as a (non voting) member shall have the authority to settle the protest and/or render a final written decision. Legal counsel will support the appeal committee in an advisory capacity. The appeal committee shall conduct a hearing where the aggrieved person shall be given the opportunity to show why the decision of the Procurement/Contracts Manager should be modified. The appeal committee shall render a final written decision within fifteen (15) business days from the date of the written notice of appeal. If no decision is rendered within this time frame then it will be presumed that the appeal committee concurs with the Procurement/Contracts Manager's decision and the decision of the Procurement/Contracts Manager shall be the final and conclusive administrative action.

4.16. ~~4.16~~ **Administrative Remedies.** By submission of a Bid, Proposal, offer, or quotation a Bidder or Offeror agrees to exhaust its administrative remedies under Authority rules or procedures or the dispute clause of any Contract prior to seeking judicial relief of any type in connection with any matter related to the solicitation, and award of any Contract, and any dispute under any Contract.

4.17. ~~4.17~~ **Remedies for Solicitations or Awards in Violation of Law.**

4.17.1 If, prior to Bid or Proposal opening or the closing date for receipt of Proposals, the Procurement/Contracts Manager, after consultation with legal counsel, determines that a solicitation is in violation of Federal or State law, the solicitation shall be canceled or revised to comply with applicable law.

4.17.2 If, after Bid or Proposal opening or the closing date for receipt of Proposals, the Procurement/Contracts Manager, after consultation with legal counsel, determines that a solicitation or a proposed award of a contract is in violation of Federal or State law, the solicitation or proposed award shall be canceled.

4.17.3 If, after an award, the Procurement/Contracts Manager, after consultation with legal counsel, determines that a solicitation or award of a contract was in violation of Federal or State law, action shall be taken as required by the provisions of the law violated, or, if no specific action is required, then:

A. If the person awarded the Contract has not acted fraudulently or in bad faith:

1. The Contract may be ratified and affirmed, provided it is determined that so doing is in the best interests of the Authority, or
 2. The Contract may be terminated and the person awarded the Contract may be compensated for the actual expenses reasonably incurred under the Contract prior to the termination.
- B. If the person awarded the Contract has acted fraudulently or in bad faith, or in violation of the Authority's rules, the contract may be declared null and void or voidable, if such action is in the best interest of the Authority. In the event of a dispute regarding the nature of or the characterization of the awarded person's conduct, the prevailing party shall be entitled to attorney's fees and court costs, relating to the litigation of said dispute.

4.18. ~~4.18~~ **Personal Property Management.** "**Personal Property**" is defined as items used (not consumed) to produce goods and services supporting Authority's mission. Personal Property includes, but is not limited to, office equipment, industrial plant equipment, vehicles, rolling stock, material handling equipment, information technology equipment and other types of "**Assets**" with an original cost or value of \$300.00 or more, with a normal life expectancy of one (1) year or more, which is not fixed in place, not part of a structure or facility and is practical to identify by marking. Personal Property management includes control, tracking and proper disposition.

4.18.1 Authority may assign a property officer to manage the organization's Personal Property program. This position will be responsible for the supervision, control, and disposition of Personal Property and will serve as the agency's custodian of surplus property.

4.18.2 All property purchased with any percentage of FTA participation must follow FTA guidelines for the Management of Real Property, Equipment and Supplies per chapter II of the FTA Grant Management Guidelines Number C 5010.1C. Disposition requirements are based on market value of surplus property and normally require FTA notification.

A. Surplus Property Disposition. After classifying Personal Property as "**Surplus**", the custodian can dispose of the Personal Property, in accordance with FTA and State guidelines.

4.18.3 Governing Board Members, chiefs, management and employees will ensure that in donating surplus property in accordance with FTA and State guidelines, all ethical regulations and principles will be considered and adhered to.

4.18.4 The Governing Board must approve any sale or transfer of surplus property with a value of \$5,000.00 or more.

Action Agenda Item #7.A

To: LYNX Board of Directors

From: Edward Johnson
CHIEF OF STAFF
Lisa Darnall
(Technical Contact)
Steven Robinson
(Technical Contact)

Presented By: Edward L. Johnson, Chief Administrative Officer

Phone: 407.841.2279 ext: 6058

Item Name: Authorization for the Chief Executive Officer (CEO) to Enter Into a Lease Agreement with Congressman Alan Grayson for Office Space in LYNX Central Station

Date: 1/22/2009

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to negotiate and subsequently execute a Lease with Congressman Alan Grayson (Congressman) as the Tenant for the remaining space on the fourth floor of the LCS (which is not currently occupied by the Clerk of the Orange County Circuit Court). The Lease will be for a period of two years. LYNX remains in negotiations with the Congressman over the terms of the Lease although attached is a rough draft of the Lease that has been prepared in behalf of LYNX. The authorization requested from the Board is to permit staff to continue to negotiate with the Congressman and assuming that there is no material change in the terms of the Lease, then for the CEO to be authorized to execute the Lease in behalf of LYNX without further Board approval.

BACKGROUND:

In November 2008, Alan Grayson sought and won Florida's 8th Congressional District Office. Upon winning the election, Congressman Grayson approached LYNX staff about making the LYNX Central Station his headquarters to ensure he has better access to his constituents. Since LYNX has available space in its administrative offices, Staff determined that this would be an opportunity to generate additional income for the agency.

This effort is consistent with the conceptual design of the facility, making a certain level of space available for leasing to local public entities.

Currently, the fourth floor of the LCS has approximately 10,000 square feet. Approximately 9,800 square feet is currently leased to the Clerk of the Circuit Court under a five-year Lease for a rental of \$19.50 per square foot (with annual rental increases of 3.5%). Although there is no commitment on the part of LYNX, there have been discussions with the Clerk having an option from time to time to take the remainder of the space on the fourth floor.

Grayson now desires to lease 3,000 square feet which is not quite all the remaining vacant space on the fourth floor. There would be an additional 1,000 square feet left over. The proposal is to lease to Grayson the entire 4,000 square feet (but only to pay rent on 3,000 square feet) but for LYNX to have the right to take back the 1,000 square feet if and when LYNX should have a use for that. LYNX does not want to incur the cost at this time to put in any demising wall to separate the space.

Grayson also has agreed to accept the space in its "as is" condition meaning LYNX will not incur any expenses for any Tenant improvements. In addition, there is no real estate commission due.

The Lease term of two years is to coincide with Grayson's congressional term. Although the Lease does not provide for specific options to renew, it will provide that at the end of the two-year term, the parties will discuss at that time whether the Lease is to be extended.

The Lease would provide that it is subject to approval by the LYNX Board of Directors and also by the Federal Transit Administration. FTA has been informed of this particular matter and has orally indicated that this arrangement is acceptable. We are waiting for written confirmation from FTA. Grayson would be paying rent on 3,000 square feet beginning at \$10,000 a foot but he would have the ability to occupy the other 1,000 square feet on the fourth floor but LYNX could recapture that 1,000 square feet at any time.

The Lease would further provide that LYNX could recapture the space if it's necessary after five years (if the Lease was extended) if needed for LYNX' operations.

Staff also reviewed this matter with Mr. Chuck Mitchell, LYNX' leasing consultant in order to consider the current market for leasing space in Downtown Orlando and in the LCS. Mr. Mitchell indicated that taking into account the current leasing market, no tenant improvements on the part of LYNX, no brokerage commission, and other matters, that this Lease arrangement is a transaction that LYNX should pursue.

FISCAL IMPACT:

The base rent under this agreement will be \$10 per square foot with a 3.0% increase, effective each anniversary date. The first term (two years) of the lease agreement will result in approximately \$60,900 in income. Should the Congressman seek reelection and subsequently wins, terms of the new agreement will be negotiated at that time.

LYNX Board Agenda

Additionally, the Congressman will lease at least three adjacent parking spaces from LYNX at a rate of \$85 per month per space for an estimated total of \$6,120. Based on the Congressman's needs, as an option, his office may lease through LYNX additional parking spaces at the City of Orlando's CentroPlex parking facility at the allocable rate deemed by the City of Orlando. At this time, the rate is \$75 per parking space.

<u>Lease Year</u>	<u>First Term - Office (Two Years)</u>	<u>Annual Rent*</u>
First Year		\$ 30,000
Second Year		30,900

<u>Lease Year</u>	<u>First Term – Parking (Two Years)</u>	<u>Annual Rent*</u>
First Year (Three Spaces)		\$3,060
Second Year (Three Spaces)		3,060

Note: * Dollar values are rounded to the nearest dollar.

The base rent shall include all common area maintenance, as well as other matters such as building insurance, water and sewer charges, utilities, property management, HVAC repair and maintenance, pest control and trash removal. However, any excessive use or increases for which the tenant is responsible, the tenant will be required to pay its proportionate share. Additionally, any increases in insurance over the base year, the tenant will be responsible to pay its proportionate share. This shall include any real estate taxes arising as a result of the tenant occupying the leased premises.

=====

LEASE

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

and

THE CONGRESSIONAL OFFICES OF
ALAN GRAYSON, U.S. CONGRESSMAN
(Tenant)

for

OFFICE SPACE

in

LYNX CENTRAL STATION (LCS)
(Fourth Floor – Downtown Bus Station)

LEASE DATE: January 12, 2009

=====

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EXHIBITS

<u>Exhibit "A"</u>	Sketch of Leased Premises (NOTE: This sketch is to be used for identification purposes and does not separately constitute any representation or warranty by the Landlord)
<u>Exhibit "B"</u>	Legal Description of LCS
<u>Exhibit "C"</u>	Schedule of Tenant Improvements to Leased Premises
<u>Exhibit "D"</u>	Schedule of Landlord's Finish Responsibility for the Leased Premises

GENERAL LEASE PROVISIONS

This Lease is a legally binding document; please read it thoroughly before you sign. The items contained in these General Lease Provisions pages relate to and are applicable to the various contents of the Lease. There are no agreements between Landlord and Tenant unless contained in writing, signed by both parties, attached hereto and made a part of this Lease.

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

LANDLORD'S ADDRESS: **LYNX**
455 North Garland Avenue
Orlando, Florida 32801
Attention: Contract Administrator
Telephone: 407-254-6029
Fax: 407-254-6289

TENANT: **THE CONGRESSIONAL OFFICES OF
ALAN GRAYSON, U.S. CONGRESSMAN**

TENANT'S TRADE NAME: N/A

TENANT'S ADDRESS: Suite 402
455 North Garland Avenue
Orlando, Florida 32801

Correspondence should be directed as follows:

Attn: Ms. Debra Booth, District Director
455 North Garland Avenue
Suite 402
Orlando, Florida 32801
Phone: 407-_____

ACCESS:

A. During normal occupancy, access will be through the general entrance off of Garland Avenue. This will require for Tenant's employees security identification badges in compliance with Landlord security procedures. The Tenant will not have any access through any of the other "secured areas" or any common areas of the LCS.

- B. With respect to visitors for the Tenant, they will be required to "check in" at the security desk on the first floor and for an employee of the Tenant to come to the first floor and escort the visitor both to and from the offices of the Tenant.

ADDITIONAL RENT:

Except as hereinafter set forth, the Base Rent includes the Tenant's obligation to pay for any of the following common area charges associated with the Leased Premises: building insurance (based upon the base year charge set forth below), utilities (water and sewer, electricity, HVAC), pest control, trash removal; therefore there is no separate pass-thru charge for said expenses associated with the Leased Premises, provided that said use by the Tenant is both normal and customary and there is no extraordinary increase in said charges to the Landlord. The Tenant will, however, be obligated to pay all other expenses associated with the Leased Premises such as telephone, communication services, etc.

ADVANCE RENT DEPOSIT:

\$_____ -0-_____ (NOTE: There is no Advance Rent Deposit for this Lease)

ANNIVERSARY DATE:

Each date which is one or more years from the Rent Commencement Date, **provided, however,** if the Rent Commencement Date is other than on a first day of the month, then the Anniversary Date shall be the first day of the first full month immediately following one full year from the Rent Commencement Date and will continue each year thereafter on the same day. Thus, for example, if the Rent Commencement Date is January 1, 2009, the First Anniversary Date would be January 1, 2010 and each February 1 of each subsequent year thereafter would be a continuing Anniversary Date.

BASE RENT:

<u>Lease Year</u>	<u>Annual Rent</u>	<u>Monthly Rent</u>
First Year	\$30,000.00	\$2,500.00
		(\$10.00 per square foot)
Second Year	30,900.00	2,575.00

The annual increases in rent are based upon an annual increase of three and one-half percent (3.0%) over the prior year's rent.

Except as hereinafter set forth, the foregoing amounts

generally include all janitorial and maintenance, as well as other matters such as building insurance, water and sewer charges, utilities, property management, light bulb replacement, HVAC repair and maintenance, pest control and trash removal. Except for "after hours" HVAC use and building insurance, which are provided for and addressed below, the obligation of the Landlord to pay for the above matters is premised on reasonable use by the Tenant. To the extent use by the Tenant is excessive (meaning excessive for a normal office user during normal business hours), then the Landlord will have the right to reasonably charge Tenant for said excessive use.

COMMON AREA:

Shall mean that area of the LCS which is the common area on the first floor which is a common public area for the passengers.

**DESCRIPTION OF
LEASED PREMISES:**

The premises as outlined in Exhibit "A" attached hereto and located in the LYNX Central Station (Downtown Bus Station) (the "LCS"). In addition to the premises so identified in said Exhibit "A", the Tenant may also occupy without additional charge the Additional Space as noted on said diagram; provided, however, upon written request by Landlord, the Tenant will immediately vacate the Additional Premises upon fifteen (15) calendar days' notice from Landlord. (NOTE: The attached sketch is a rough diagram, the sole purpose of which is to identify where the Leased Premises are generally located. The sketch does not constitute any separate warranty or representation on the part of the Landlord. The Leased Premises constitutes only a portion of the fourth floor of the LCS. It is only that specific portion identified on Exhibit "A" which is to be leased to the Tenant; the remainder remains with the Landlord.)

**LEASE COMMENCEMENT
DATE:**

February 1, 2009

LEASE EXPIRATION DATE:

January 4, 2011

**MAKE RENT CHECKS
PAYABLE TO:**

Central Florida Regional Transportation Authority,
Attention: Accounts Receivable
455 North Garland Avenue
Orlando, Florida 32801

**MAXIMUM NUMBER OF
EMPLOYEES:**

**MAXIMUM NUMBER OF
PARKING SPACES:**

- A. 3 spaces at Landlord restricted parking next to CSX railroad. Landlord will make available to the Tenant on a non-identified basis these three (3) spaces in the exclusive parking area reserved for the Landlord on the east side of CSX railroad tracks. These spaces will be on a non-exclusive basis and may be relocated by Landlord to other adjacent parking areas.
- B. 6 spaces at the Orlando Centroplex Garage. Landlord leases spaces at the Centroplex Garage and these spaces will then be subleased to the Tenant on a non-exclusive basis.

(NOTE: Other than these parking spaces so identified, the Tenant must separately provide for parking for the Tenant and its employees off site, all at Tenant's expense. Landlord is also attempting to utilize the FDOT land across Amelia Street for parking and, if so, Landlord may relocate the spaces under A. above to this area.)

OPERATING HOURS:

- A. Access. The Tenant will have access to the Leased Premises 24 hours/day, 7 days/week.
- B. Utilities. The Landlord will, at its expense, provide normal operating utilities (including standard HVAC) during the following hours:
 - (i) Monday through Friday, 7:00 a.m. to 6:00 p.m.
 - (ii) Saturday from 8:00 a.m. to Noon.

To the extent the Tenant requests utilities, including HVAC "after hours", the Tenant shall pay to the Landlord an hourly charge for said services, initially estimated at \$35.00 per hour. From time to time, the Landlord may recalculate that hourly charge to take into account increases in costs for providing said services.

PARKING RENT:

- A. For the A. Spaces, the monthly amount of \$85.00 per space per month.
- B. For the Centroplex parking spaces, an amount equal to whatever is paid by Landlord for those spaces, which is generally at the current time, \$75.00 per space per month.

PERMITTED USE:

General office use for political/congressional business.

RENEWAL OPTIONS:

None. (**NOTE:** The Lease term is intended to coincide with the current congressional term for the Tenant. Prior to the Lease Expiration Date, the parties will at either party's request meet to consider a further extension of the Lease, along with the terms and conditions. The Lease may be extended upon written agreement of the parties.)

RENT COMMENCEMENT DATE: February 1, 2009

RENT DUE DATE: All monthly rent payments are due on or before the first day of each month.

SALES TAX: Tenant represents to Landlord that it is exempt from payment of Sales and use taxes and Tenant will furnish to Landlord an appropriate sales tax exemption certificate, then no sales tax is due on any such rent payments.

SECURITY ACCESS: The Tenant is aware and understands that access to the LCS is secured and is by name tag only. In that regard:

- A. The Tenant shall furnish to the Landlord from time to time the list of names of those employees of the Tenant who will need access tags. The Tenant will coordinate with the Landlord for providing said access tags and the Tenant will reimburse the Landlord for its reasonable expense.
- B. Access will be through the Garland Street entrance and will be coordinated with the guard then stationed at that entrance.
- C. Access to the Tenant and its employees will only be to the Leased Premises and the break room located on the fourth floor. Other public areas on the second floor (including the restrooms, elevators, etc.) will be available to the Tenant. Access to other portions of the LCS is not permitted, unless prior approval is obtained from Landlord. In this regard, it is anticipated that the Tenant will from time to time utilize the public premises or other facilities on the second floor of the LCS, through prior arrangement and scheduling with the Landlord.

- D. The Landlord has general security for the LCS on Monday through Friday, during normal business hours. Although access to the Leased Premises will be available to the Tenant after said hours, it will be by security pass only. Thus, if the Tenant desires to utilize the space for other uses or purposes, it will need to coordinate and obtain Landlord's approval.
- E. With respect to visitors to the Tenant's offices, they will also enter through Garland Avenue and "sign in". The security guard will then telephone the Tenant's office so that a representative can come downstairs and escort those persons to the Tenant's office on the fourth floor.

The Tenant will comply with the security procedures of the Landlord from time to time.

SECURITY DEPOSIT:

None.

SIGNAGE:

The Tenant may provide signage next to the entrance door to the Leased Premises as well as on the first floor where the entryway is off of Garland Avenue. All signage must comply with all applicable laws and is subject to the Landlord's prior reasonable approval.

**SPACE NUMBER OF
LEASED PREMISES:**

N.A.

**SQUARE FOOTAGE OF
LEASED PREMISES:**

3,000 square feet (**NOTE:** This is an estimate of the square footage in the Leased Premises, and the parties have agreed to this square footage for the purposes of determining rent.)

TENANT'S EQUIPMENT:

With respect to any equipment that the Tenant desires to use or install on the Leased Premises, any personal property may be utilized by the Tenant; however, any equipment which would require the penetration of any walls or the ceiling, will require the prior written approval of the Landlord. Upon the expiration of the Lease, the Tenant will remove all such equipment and restore the Leased Premises to its original condition.

**TENANT'S PROPORTIONATE
SHARE:**

2.655%

TERM OF LEASE:

The period from the Lease Commencement Date to the Lease Expiration Date.

TOTAL BASE MONTHLY RENT:

(NOTE: From the Rent Commencement Date to the first month prior to the first Anniversary Date.)

\$2,500.00 (NOTE: The foregoing amount does not include sales tax based on the premise that the Tenant is not obligated to pay sales tax and is an exempt entity. After the last full month prior to the first Anniversary Date, the total monthly rent will continue to be as otherwise set forth herein and will be subject to adjustments from time to time as set forth herein.)

LEASE

THIS LEASE (the "**Lease**") made and entered into this 5th day of January, 2009 by and between:

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY (d/b/a LYNX), a political subdivision of the State of Florida, whose address is 455 North Garland Avenue, Orlando, Florida 32801, Attention: Linda S. Watson, Executive Director (hereinafter called "**Landlord**")

and

THE CONGRESSIONAL OFFICES OF ALAN GRAYSON, U.S. CONGRESSMAN, whose address is 455 North Garland, Suite 402 Avenue, Orlando, Florida 32801 (hereinafter called "**Tenant**")

LEASED PREMISES

Pursuant to the terms of this Lease, Landlord leases to Tenant, and Tenant leases from Landlord, the Leased Premises outlined on the Sketch of Leased Premises attached hereto and made a part hereof as **Exhibit "A"** (the "**Leased Premises**").

The Leased Premises are a part of the fourth floor of the new LYNX Central Station (hereinafter called "**LCS**"), located at 455 North Garland Avenue, Orlando, Orange County, Florida.

TERMS AND CONDITIONS OF LEASE

The Leased Premises are leased and accepted, and Tenant shall have and hold the Leased Premises, upon the terms and conditions set forth below:

1. **CONDITION OF LEASED PREMISES.** The Tenant is accepting the Leased Premises in its "as is" condition; therefore, Landlord shall not be under any obligation to make any improvements to the Leased Premises. Tenant shall be responsible for the installation of its voice data communication wiring and equipment.

2. **EXAMINATION OF LEASED PREMISES.** Tenant has examined the Leased Premises and Tenant acknowledges that the Leased Premises are in good order and satisfactory condition and the Tenant accepts the Leased Premises in its "as is" condition. Landlord is under no obligation whatsoever to make any improvements or repairs of any nature whatsoever to the Leased Premises. Tenant has agreed that the Landlord is making no representations of any nature whatsoever regarding the Leased Premises.

3. **TERM OF LEASE.** The term of this Lease shall be from the Rent Commencement Date, and shall continue until the Lease Expiration Date. In that regard:

A. **Lease Year.** The term "**Lease Year**" as used herein shall mean each twelve (12) month period during the term hereof ending on each Anniversary Date, with any period of occupancy by Tenant prior to the first and subsequent to the last such lease year being deemed a lease year for the purpose hereof with pro rata adjustments with respect to rental or other matters provided for in this Lease in which the "Lease Year" shall be a factor.

B. **Renewal Term.** Tenant has no option to renew or extend this Lease beyond the Lease Expiration Date. The parties will however prior to the end of the Term meet to discuss the extension of the Lease. In the event the Lease is extended, the Landlord (by approval of its full Board of Directors) will during any extended or renewal term be entitled to terminate the Lease and recapture the space upon twelve (12) months written notice if the Landlord reasonably determines that the Leased Premises are needed for the core business operations of the Landlord (e.g., commuter rail) and it is not feasible to relocate the Tenant to other comparable space in the LCS.

4. **RENT COMMENCEMENT DATE.** Notwithstanding anything herein to the contrary, Rent shall begin on the Rent Commencement Date. Landlord and Tenant shall enter into an agreement confirming the Rent Commencement Date, the Expiration Date of the initial Term, and other matters reasonably requested by either party.

5. **RENTALS.** Tenant shall pay to Landlord the following rent during the term of this Lease:

A. **Base Rent.** The annual Base Rent set forth in the **GENERAL LEASE PROVISIONS** payable in twelve (12) equal monthly installments as set forth in the **GENERAL LEASE PROVISIONS**, each of which shall be due and payable on the first day of each and every calendar month during the term of this Lease.

B. **Parking Rent.** The Tenant shall pay to the Landlord as rent for the Parking Spaces the rent per month set forth under the General Lease Conditions. For the remainder of this paragraph, the term "**Base Rent**" or "**Rent**" shall also include the Parking Rent.

C. **Security Deposit/Advance Rent** . There shall be no requirement for any Advance Rent Deposit or Security Deposit. As such, the Tenant has not made any such payments under this Lease.

D. **Status of Rent Payments** . The rent payments set forth under the **GENERAL LEASE PROVISIONS** are subject to adjustment annually based upon changes in the Base Rent and Additional Rent, as set forth under the **GENERAL LEASE PROVISIONS**.

E. **Rent for Fractional Periods.** If the Term of this Lease begins or ends on a date other than the first or last day of the month, then, in that event, rent and other amounts due for those fractional periods shall be prorated.

F. **Rent Absolutely Due.** All rent and other payments due Landlord hereunder shall be absolutely and unconditionally due to Landlord and shall be paid without notice or demand, and shall not be subject to any defense, off-set or counterclaim whatsoever.

G. **Monthly Rent Due on First Day of Month.** The monthly rent (consisting of monthly Base Rent and the monthly estimated pass-thru expenses) shall be due and payable on the first day of each and every calendar month during the term of the Lease.

H. **Sales Tax.** The Tenant represents to Landlord that it is exempt from payment of any sales and use taxes, and will provide Landlord with a certificate evidencing such exemption upon approval of this Lease.

6. **USE OF LEASED PREMISES.**

Tenant agrees that the Leased Premises will be used solely for the Permitted Use set forth under the GENERAL LEASE PROVISIONS. The Leased Premises may not be used for any other purpose without Landlord's consent, which Landlord shall not unreasonably deny or delay.. Without Landlord's prior written consent, the Tenant will not use or permit there to be located at any time on the Leased Premises any Hazardous Materials (as defined below) or any other regulated materials such as gasoline products, paint products, etc. except those which are normal and customary in the Permitted Use and only incidental such as cleaning materials, paint to paint the interior of the Leased Premises, etc. No alcoholic beverages may at any time be located on the Leased Premises for the purpose of sale or distribution to patrons or customers. (Thus, for example, Christmas parties for employees are not prohibited by this provision).

B. **Control of Leased Premises.** The Tenant is aware and understands that the Leased Premises are part of an overall concept for the LCS which is a public facility serving the public. Thus, the Leased Premises are not contemplated to be a conventional leased premises but are part of the overall operation of the LCS. In this regard, any security provided by the Landlord at the LCS will have the right to enter and have general review over the Leased Premises. The Tenant will generally comply with directions from security personnel of the Landlord.

7. **TENANT'S USE OF COMMON AREAS.** Tenant shall have no right to use the entrance ways, driveways, service drives and public parking areas, (the "**Common Areas**") as the same may exist from time to time, in the LCS. In that regard:

A. **Employee Parking**

(i) The Landlord will make available for the benefit of the Tenant up to three (3) parking spaces in the exclusive Landlord parking area just east of the CSX railroad tracks between Amelia and Livingston Street. This will permit no more than three (3) of the Tenant's employees to park in said secured area.

(ii) In addition, the Landlord will sublease to the Tenant up to six (6) parking spaces in the Centroplex Parking Garage just west of Interstate-4, which is a City of Orlando parking garage. This will permit no more than six (6) of the Tenant's employees to park in said Centroplex area.

Except for said identified spaces, at no time may any employees of the Tenant park at the LCS, or on any adjacent parking which may be owned by the Landlord. As such, the Tenant must make separate arrangements for parking of

the Tenant and its employees beyond said parking spaces so provided by Landlord.

B. Loading and Unloading. Except as authorized by Landlord, all loading and unloading at the Leased Premises in the LCS and shall be coordinated with the Landlord.

8. LANDLORD'S OBLIGATION FOR REPAIRS TO STRUCTURAL PORTIONS.

A. Landlord's Repairs. Landlord shall, at its sole cost and expense, keep in good repair and maintain the following areas:

(i) the roof, the exterior and supporting walls, and other structural portions of the Leased Premises, to include the improvements to the Leased Premises.

(ii) The electrical system to include the main and secondary distribution panels, all wiring and wiring devices and all lighting fixtures and bulb replacement.

(iii) The plumbing system to include all fixtures, plumbing, and sewage lines. However the Tenant will be responsible for any blockages caused by the introduction of foreign materials not intended for disposal in the system. .

(iv) The HVAC system, to include periodic replacement of the filters within the Leased Premises.

With respect to the obligations of the Landlord set forth above, this will not apply to the extent the Tenant through its negligence has damaged said systems; in which case, the repair will be paid for by the Tenant as provided in Subparagraph B below. Except as expressly set forth in this Subparagraph A, Landlord has no other duties or obligations whatsoever for any repairs or maintenance to the Leased Premises.

B. Tenant's Neglect. Regardless of any obligation otherwise imposed upon Landlord under Subparagraph A above or paragraph 9 below, Tenant shall pay for the cost of any repairs resulting from the negligence or the unlawful or willful acts, or the excessive use of the Leased Premises by, of its employees, contractors, its agents, or representatives.

C. Landlord's Liability. Landlord shall not be liable to Tenant for failure to make any repairs required of Landlord unless written notice of necessity thereof has been given by Tenant to Landlord, specifying in reasonable detail the repairs required, and Landlord shall not have made such repairs within a reasonable period of time sufficient to accomplish such repairs after receipt of such notice, due allowances being made for delays beyond the control of Landlord. In any event, Landlord shall have no duty or liability whatsoever to Tenant for any incidental damages, lost profits, or any damage to any property of Tenant.

D. **Sovereign Immunity.** Any liability of the Landlord and Tenant under this Lease is expressly subject to the provisions of Section 768.28 Florida Statutes regarding sovereign immunity for the Parties.

9. **LANDLORD'S CARE, REPAIR AND MAINTENANCE OF LEASED PREMISES.** Landlord shall care for and maintain the Leased Premises, as per the requirements of a "Full Service" Lease, except as otherwise expressly set forth in this Lease.

10. **DUTIES OF TENANT.**

A. **Laws.** Tenant shall at all times comply with all laws and ordinances applicable to the Tenant and its business.

B. **Nuisance.** Tenant shall not permit any nuisance or dangerous condition to occur at the Leased Premises.

C. **Maintenance.** Tenant shall at all times keep the Leased Premises and the areas immediately in front of the Leased Premises and immediately to the rear of the Leased Premises in a clean and neat condition.

D. **Noise and Air Pollution.** Tenant shall prohibit disturbing or offensive odors, fumes, gases, smoke, dust, steam vapors, noise or vibrations from occurring on or from the Leased Premises.

E. **Use of Appliances.** Tenant shall prohibit use of sinks, toilets or urinals in the Leased Premises for any purpose except that for which they were designed and installed.

F. **Trash Storage.** Tenant shall store all trash and garbage inside the Leased Premises and Landlord shall provide for its prompt and regular removal in containers provided by Landlord at the LCS. Tenant shall not burn any trash of any kind in or about the LCS. Tenant shall not place in any such dumpster at the LCS any trash or garbage other than that generated at the Leased Premises and, further, shall not dispose of any other materials other than trash and garbage which can be customarily disposed of. Thus, for example, hazardous or other similar materials (e.g. paint, petroleum products, etc., but only to the extent otherwise permitted to be on the Leased Premises) will be separately disposed of by Tenant at its expense and will not be placed in any of the garbage containers at the LCS. The Landlord may charge the Tenant for any trash or garbage removal in addition to the Base Rent.

G. **Advertising Media.** Tenant shall not permit the use of any advertising media or device (such as sound production devices) which shall be audible from the exterior of the Leased Premises.

H. **Operating Hours.** The Tenant will have access to the Leased Premises during the hours set forth under the **GENERAL LEASE PROVISIONS**. Tenant will also pay for any "after hour utilities" as set forth under said General Lease Provisions.

I. **Utilities for Leased Premises.** Tenant shall procure for its own account, shall be solely responsible for, and shall promptly pay all charges for telephone and other communication services consumed or used in or at the Leased Premises.

J. Taxes. If applicable, Tenant shall make timely payment of all ad valorem taxes and assessments assessed against Tenant's stock of merchandise, furniture, equipment, supplies and other property located on or used in connection with the Leased Premises and of all privilege and business licenses, taxes and similar charges for which Tenant is primarily responsible.

K. Occupancy License. Where governmental jurisdictions require businesses to obtain an Occupancy License, Tenant shall provide Landlord within thirty (30) days after Tenant opens for business with a copy of the Occupancy License granted to Tenant by the governing municipality.

L. Notice of Accidents. Tenant shall give immediate notice to Landlord in case of fire or accidents in the Leased Premises.

M. No Alcohol. Tenant shall not consume, sell, or distribute alcoholic beverages for on or off premises consumption.

11. ALTERATIONS TO LEASED PREMISES.

A. Alterations. Alterations to the Leased Premises by Tenant shall be made only with the written consent of Landlord, which consent may be withheld by the Landlord in its absolute discretion. Any unauthorized structural alteration by Tenant, shall result in Tenant being financially liable for all costs Landlord incurs as a result of any such unauthorized alterations including, if so elected by Landlord, the removal of any such alterations and related repairs. To the extent authorized, any such improvements by the Tenant must be made in compliance with all applicable laws, the Tenant will be required to obtain all requisite building permits, and any such alterations or improvements may only be made by properly licensed contractors, subject to Landlord's approval, such approval not to be unreasonably withheld. In any event, the Tenant prior to commencing any alterations shall submit to the Landlord the building plans for the alterations. The Landlord may during any alterations inspect the construction to confirm that said construction is in compliance with the plans, building code and applicable law. All alterations shall be done in a good and workmanlike manner.

B. Payment of Contractors. Tenant shall promptly pay all contractors and materialmen employed by the Tenant and should any such lien be made or filed, Tenant shall bond off or discharge the same within ten (10) days after written request by Landlord.

C. Tenant Has No Right to Lien LCS. Notice is hereby given that Landlord shall not be liable for any work, labor, or materials furnished or to be furnished upon credit to or for Tenant or anyone claiming under Tenant, and that no mechanic's or other liens for any such work, labor or materials shall attach to or affect the estate or interest of Landlord in and to the Leased Premises. Tenant shall not do or suffer anything to be done whereby the Leased Premises may be encumbered by any mechanic's lien. Landlord shall be entitled to record in the public records where the LCS is located a notice to this effect. The Tenant shall furnish a written notice to all persons so furnishing any such work, labor or materials that said persons do not have a right to file any lien on the LCS. The Tenant shall indemnify and hold the Landlord harmless from any claims, damages, expenses (including attorney's fees), liabilities and obligations of any nature whatsoever that may arise out of or relate to any liens that may be filed against the Leased

Premises by virtue of any actions taken by the Tenant, whether or not permitted under this Lease. As set forth above, the Tenant shall immediately bond off and discharge any such liens.

12. **RELOCATION OPTION.** If Landlord determines to utilize the Leased Premises for other purposes during the term of this Lease, Tenant agrees to relocate to other space in the LCS designated by Landlord, provided such other space is of equal or larger size than the Leased Premises. Landlord shall provide Tenant 180 days prior written notice of said relocation, and shall pay all the reasonable out-of-pocket expenses of any such relocation, for the expenses of moving and reconstruction of all Tenant furnished and Landlord furnished improvements. In the event of such relocation, this Lease shall continue in full force and effect without any change in the terms or conditions of this Lease, but with the new location substituted for the old location set forth in **Exhibit "A"** of this Lease.

13. **COMMON AREA.** The term "**Common Areas**" means the entire areas designed for common use or benefit within the LCS, including, but not by way of limitation, parking areas, driveways, service roads, landscaped and vacant areas, loading docks, walks, retaining walls, curbs, retention areas and facilities, corridors and LCS signs together with facilities such as washrooms and settling and retention ponds located within or outside of the LCS. The Common Areas shall at all times be subject to the exclusive control and management of Landlord and may be expanded, contracted or changed by Landlord from time to time as deemed desirable. The Tenant will not have general access to said Common Areas, for use in its business; however, employees of the Tenant shall not be precluded from the Common Areas in the same manner as other members of the public. Landlord shall have the right to change the areas, location and arrangement of Common Areas (including specifically the parking and access areas); to enter into, modify and terminate easements and other agreements pertaining to the use and maintenance of the Common Areas; and to restrict parking by tenants, their officers, agents, and employees to designated areas within the Common Areas. Notwithstanding any reference in this paragraph or elsewhere in this lease to "**parking**" or "**parking areas**", the Tenant specifically agrees and understands that it must separately arrange off premises for parking by it and its employees. The parking areas are designated in the Common Areas as temporary parking to be used for matters such as drop-off of customers for the Landlord.

14. **SECURITY DEPOSIT/ADVANCE RENTS.** Landlord waives the requirement of any advance rent or security deposit.

15. **SIGNS AND ADVERTISING.** Without the prior approval of Landlord, Tenant shall not permit the painting or display of any sign, placard, lettering or advertising material of any kind on or near the exterior of the Leased Premises except as expressly permitted in this Paragraph.

A. **Sign on Building.** Tenant shall not, without Landlord's express written consent, install any signs outside the Leased Premises on the fascia of the LCS Building.

B. **Maintenance of Signs, Etc.** If the Landlord does approve any signs, Tenant shall pay the costs of its signs and their installation and shall thereafter maintain its signs in good condition. Tenant shall be responsible for damage to and repairing the LCS building to as near original condition, subject to Landlord's acceptance, due to the installation, maintenance, and/or removal of signs. Signs which remain in place on the Leased Premises ten (10) days after

the end of the Term or after Tenant abandons the Leased Premises shall automatically become the property of Landlord and may be removed by Landlord at Tenant's expense (including cost of repairs to the Leased Premises).

C. **Compliance with Law.** All signs shall be in strict compliance with applicable law. The copy area of signs shall be in compliance with laws. Further, prior to installing any signs, Tenant must submit said signs to Landlord for its approval, not to be unreasonably withheld.

16. **This paragraph is not applicable.**

17. **USE OF LCS NAME.** Tenant shall not have any property right or interest in any name or distinctive designations which may become associated with the LCS. Landlord shall retain all property rights in, and right to the use of, such name or designation.

18. **LCS CHANGES.** Landlord may at any time construct additional buildings or improvements in the LCS and may remodel or remove any of them.

19. **REAL ESTATE TAXES.** Tenant agrees to pay as additional rent hereunder all real estate taxes which may be levied or assessed by the lawful taxing authorities against the Leased Premises. The Tenant is aware and understands that the Leased Premises will probably not be subject to real estate taxes, since the Tenant is a government entity. If, however, any real estate taxes are assessed against the LCS as a result of the Tenant, then the Tenant will pay that bill; if, on the other hand, the real estate taxes are part of a larger bill for a portion or all of the LCS, then the Landlord will reasonably allocate those real estate taxes to the portions of the LCS on which the real estate taxes are assessed or levied. "**Real Estate Taxes**" shall be deemed to mean all city, county, town and village taxes, special or general, ordinary or extraordinary, assessments, water and sewer rents, charges for public utilities, excises, levies, licenses and permit fees, and other governmental charges which shall be imposed upon or become due and payable or become a lien upon the LCS or any part thereof, including the building and improvements which may hereafter be placed or erected thereon, or on the sidewalks or streets in front of the same by any federal, state, municipal or other governmental or public authority under existing laws or practice or under any future laws or practice. If a tax consultant is secured by Landlord, Tenant shall pay the Proportionate Share of this cost as long as such tax services result in a tax savings for Tenant, including the Leased Premises.

20. **INSURANCE.**

A. **By Tenant.** Tenant shall procure and maintain at its expense throughout the term of this Lease, the following insurance policy(s):

(i) General liability insurance in an amount not less than \$1,000,000, to cover the Tenant, Landlord and any others designated by Landlord against liability for injury and/or death of any persons or persons and for damage to personal property occasioned by or arising out of any construction, condition, use or occupancy of the Leased Premises.

(ii) Fire/casualty and extended coverage insurance in an amount not less than \$1,000,000, to cover the full replacement value of Tenant's furniture, equipment, supplies and any other property owned, leased, held or possessed by it.

In regard to the above insurance, Tenant shall provide Landlord with a certificate(s) of insurance prior to the Lease commencement date and shall provide annual copies of said certificate evidencing renewal of coverage. Such policy shall further provide that the insurer shall not cancel, alter or allow expiration or other termination thereof without at least thirty (30) days prior written notice from such insurer to Landlord. In lieu of the insurance required above, permission is hereby granted to Tenant to self-insure with limits as stipulated in Section. 768.28 Florida Statutes and provide a certificate of insurance evidencing its insurance or self-insurance.

B. By Landlord. The Landlord, from time to time, shall maintain whatever insurance is required on the LCS which would be in the nature of casualty insurance and liability insurance. To the extent the annual cost of such insurance exceeds the base annual cost (which is \$_____ for the period from _____, 2008 to _____, 2009), the Tenant will pay its proportionate share of any such increase in said insurance. In the event the cost of premiums on said fire and extended insurance increases due to the hazardous nature of the use and occupancy by the Tenant of the Leased Premises, then the entire increase in insurance cost shall be paid by Tenant in a lump sum with in thirty (30) days following receipt of invoice from the Landlord. Any increase in insurance premiums payable by Landlord during the lease term due to changes in insurance rate or insurable value shall be reimbursed, to the extent of Tenant's pro-rated share of such increase, by the Tenant and shall be payable in a lump sum within thirty (30) days following receipt of a periodic invoice from Landlord, provided however no reimbursement by Tenant shall be owed during the first full year of Tenant's initial lease term. Permission is hereby granted to the Landlord to self insure with limits as stipulated in Section 768.28, Florida Statutes and to provide a certificate of insurance evidencing insurance or self insurance.

21. **INDEMNIFICATION.** To the fullest extent permitted by law, each party to this agreement shall be solely responsible for all claims, including but not limited to, suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorney's fees, costs and expenses of whatsoever kind or nature, arising out of its acts, errors and omissions in connection with this Lease, or the acts, errors and omissions of anyone acting under its direction, control, or on its behalf; and accordingly, each party shall, defend, indemnify and hold harmless the other party, its agents, employees and officers, at all times from and against any and all liability, loss or expense arising from said claims to the extent allowed by law. However, nothing contained herein shall constitute a waiver by Landlord or Tenant of its respective sovereign immunity or the provision of Section 768.28, Florida Statutes or other applicable law.

A. No Liability by Landlord. Except for its negligence or the negligence of its officers, agents, servants, employees or contractors, Landlord shall not be responsible or liable for any damage or injury to any property, fixtures, buildings, or other improvements or to any person or persons, at any time on the Leased Premises, including any damage or injury to Tenant or to any of Tenant's officers, agents, servants, employees, contractors, customers, or subtenants. Landlord shall not be under any responsibility or liability in any way whatsoever for any latent defect in the Leased Premises or in the building of which they form a part.

22. **FIRE OR CASUALTY.** If the Leased Premises shall be made untenable by fire or other casualty, Landlord, if it so elects, may (a) terminate the term of this Lease, effective as of the date of such fire or casualty, by written notice given to Tenant within thirty (30) days after such date, or (b) repair, restore, or rehabilitate said Leased Premises at Landlord's expense within nine (9) months after the date of such fire or casualty, in which event the term hereof shall not terminate but any fixed rent herein reserved shall be abated on a pro rata basis while the Leased Premises shall remain untenable (but nothing herein shall constitute any waiver by Landlord to seek any rent recovery under any applicable insurance policies). Thus, for example, if the Tenant is unable to use fifty percent (50%) of the Leased Premises measured by square footage, then the Tenant will only be obligated during said period to pay fifty percent (50%) of what the Tenant is otherwise obligated to pay under this Lease whether in the form of rent or other payments. If Landlord elects to so repair, restore or rehabilitate said Leased Premises and shall fail to substantially complete the same within said nine (9) month period, due allowance being made for delay due to practical impossibility, either Landlord or Tenant, by written notice to the other, given within fifteen (15) days next following the last day of said nine (9) month period, may terminate the term hereof as of the date of such fire or casualty. In the event of termination of the term hereof pursuant to this Paragraph, Guaranteed Rent, if any, reserved hereunder shall be apportioned on a per diem basis and paid to the date of such fire or casualty and percentage rent, if any, shall be paid to the date of termination. The right of termination herein provided is separate and independent of any other provisions of this Lease relative to termination. The foregoing notwithstanding, if during the last two (2) years of the existing term, the Leased Premises shall be damaged to the extent of more than twenty-five percent (25%) of the reasonable value of the improvements above foundation and floor, Landlord shall not be obligated to repair and replace said premises unless Tenant, within thirty (30) days after demand by Landlord, extends said Lease for the period of any renewal term then authorized, and if there be no such term authorized, Landlord shall not be obligated to make such repairs, but may, at its election to be exercised within sixty (60) days after date of such damages, cancel and terminate this Lease effective as of the date of such damages. If the Lease is terminated by Tenant pursuant to the provisions of this Paragraph, Landlord shall have no further obligations to Tenant. If the Leased Premises are not damaged (or are damaged in such a way that would not preclude the Tenant from continuing its business) but the remainder of the LCS is damaged in such a way as to substantially reduce the availability of customers to the Leased Premises, then the obligation of the Tenant to pay rent hereunder shall be proportionately reduced during the period of damage to the remainder of the LCS, until the LCS operations are returned so that customers are available to the Leased Premises.

23. **EMINENT DOMAIN.** In the event the whole of the Leased Premises (or such substantial part thereof that they are rendered unsuitable for Tenant's business) shall be taken by any public authority under the power of eminent domain or like power, this Lease shall terminate as of the date possession thereof shall be required to be delivered to the appropriate authority. In the event of only a partial taking under such power, which does not materially render the Leased Premises unsuitable for Tenant's business, this Lease shall not terminate, but there shall be an equitable abatement of the Guaranteed Rent proportionate to the part of the Leased Premises taken under such power. In the event of any total or partial taking under such power, Landlord shall be entitled to all such awards of damages as may be allowed. In the event there is any taking of any Common Area, said taking shall not terminate this Lease, result in any reduction of rent payments or other obligations of Tenant, and shall not have any other effect whatsoever on

the Lease. All proceeds and awards arising out of any such taking regarding the Common Area shall be the sole property of Landlord.

24. **ASSIGNMENT AND SUBLETTING.**

A. **General Provisions.** Without Landlord's prior written consent, which consent shall not be unreasonably withheld, Tenant shall not assign this Lease, sublet any part of the Leased Premises, or otherwise transfer any right or interest hereunder to any other entity except another like governmental operation.

B. **No Release of Tenant.** In the event Landlord's written consent is given to an assignment, or subletting, Tenant shall nevertheless remain liable to perform all covenants and conditions thereto and to guarantee such performance by its assignee or subtenant unless relieved thereof by the express terms of such consent. In no event may the Leased Premises be used for any use other than as specifically set forth under this Lease and, further, nothing contained in any such assignment shall release Tenant from any continuing liability.

25. **LANDLORD MORTGAGES.**

A. **Subordination.** This Lease shall be automatically subordinated to the lien of any mortgage ("**Mortgage**") which currently exists on the LCS or which Landlord may at any time place on the LCS. Upon Landlord's request, Tenant shall execute any instrument which may be required to confirm such a subordination.

B. **Notice to Mortgagee.** Tenant agrees that in the event Landlord is in default under this Lease, Tenant shall give simultaneous written notice of such default to the holder of record of the first mortgage covering the Leased Premises provided Tenant shall have first been notified, in writing, of the name and address of such mortgagee. Tenant further agrees that said holder of the first mortgage shall be permitted to correct or remedy such default within the same period of time allotted to Landlord.

26. **ESTOPPEL CERTIFICATES.** At any time and from time to time upon request in writing from Landlord, Tenant agrees to execute, acknowledge and deliver to Landlord a statement in writing certifying that this Lease is unmodified and in full force and effect for if there have been modifications, that the same is in full force and effect as modified and stating the modifications), the dates to which the Guaranteed Rent, Pass-Through Rent, and other charges have been paid, and any other factual data relating to this Lease or the Leased Premises which Landlord may request.

27. **ENTRY OF LANDLORD.** Landlord may, upon giving 24 hours prior notice,, enter the Leased Premises:

- A. To inspect or protect the Leased Premises or any of its equipment thereon;
- B. To effect compliance with any law, order or regulation of any lawful authority;
- C. To make or supervise repairs, alterations or additions;

D. To exhibit the Leased Premises to prospective tenants, purchasers or other persons; and

E. To alter or otherwise prepare the Leased Premises for re-occupancy at any time after Tenant has vacated the Leased Premises.

No authorized entry by Landlord shall constitute an eviction of Tenant or a deprivation of Tenant's rights, alter the obligation of Tenant, or create any right in Tenant adverse to Landlord's interests hereunder and the rent reserved shall in no way abate, by reason of loss or interruption of business of Tenant, or otherwise, while any repairs, alterations, improvements or additions are being made. During the last six (6) months prior to the expiration of the term of this Lease or any renewal terms, Landlord may place upon the Leased Premises the usual notices "**For Rent**", which notices Tenant shall permit to remain thereon without molestation.

Landlord may enter the Leased Premise at any time to effect emergence repairs, without giving the required prior notice.

28. **VACATING LEASED PREMISES ON LEASE EXPIRATION DATE.** On the Lease Expiration Date, Tenant shall quit and surrender the Leased Premises broom clean and in good condition and repair together with all alterations, fixtures, installations, additions and improvements which may have been made in or attached on or to the Leased Premises except for reasonable wear and tear. Upon surrender, Tenant shall remove its trade fixtures, and Tenant shall repair any damage to the Leased Premises caused thereby. Landlord may require Tenant to restore the Leased Premises so that the Leased Premises shall be as they were on the Lease Commencement Date except for reasonable wear and tear, **provided, however,** if the Tenant is not in default and has fulfilled all its duties under this Lease, the Tenant will not be required to remove any Tenant Improvement that were installed with the approval of the Landlord. If the Tenant fails to surrender the Leased Premises as required herein, the Tenant shall be liable to the Landlord for all damages which the Landlord may sustain which, in any event, shall not be less than twice the total rent on a per diem basis which was required to be paid under the Lease immediately prior to the Lease Expiration Date. For the purposes of this paragraph, the term "**Lease Expiration Date**" means any earlier date on which the Tenant may vacate the Leased Premises.

29. **REMOVAL OF EQUIPMENT AND FIXTURES.** All trade furnishings, fixtures and equipment in the Leased Premises, which are supplied and installed at the sole expense of Tenant, shall remain Tenant's property. Tenant may remove these items prior to termination of this Lease, provided:

A. Tenant is not in default hereunder at the time of termination; and

B. Tenant immediately repairs or reimburses Landlord for the cost of repairing all resulting damage or defacement.

Otherwise, such items shall become Landlord's property. There is set forth in the Exhibits attached hereto a note as to the status of certain equipment which will be complied with.

If the Landlord elects not to permit the Tenant to renew the Lease (and the Tenant wishes to do so) or if for any other reason the right of the Tenant to continue to occupy the Leased Premises is

terminated by the Landlord (not due to any default by the Tenant), then, in that event, the Landlord shall pay to the Tenant the unamortized cost of those improvements by the Tenant as set forth in **Exhibit "B"**. In arriving at the amortized cost, the useful life will be as determined by the IRS and the amortization schedule will be straight line. Upon the occupancy of the Leased Premises, the parties will enter into an agreement confirming the equipment subject to this provision, the useful life, and amortization provision.

30. **HOLDING OVER BY TENANT.** In the event Tenant remains in possession of the Leased Premises after the Lease Expiration Date and without the prior approval of the Landlord, it shall be deemed to be occupying said Premises as a tenant in sufferance.

31. **DEFAULT.**

A. **Events of Default.** As used in this Lease, the term "**event of default**" shall mean any of the following:

(i) Tenant's failure to make payment of any rent or any other amounts payable by Tenant to Landlord hereunder within five (5) business days after the same is due and payable;

(ii) Tenant's failure, within ten (10) business days after receipt of demand by Landlord, to fulfill any other non-monetary obligation imposed on Tenant by this Lease;

(iii) Tenant or its guarantor shall file in any court a petition in bankruptcy or insolvency or for reorganization within the meaning of Chapter X of the Bankruptcy Act, or for the appointment of a receiver or trustee of all or a portion of Tenant's property;

(iv) An involuntary petition of the kind referred to in subparagraph (c) of this Paragraph shall be filed against Tenant or any guarantor, if any, and such petition shall not be vacated within thirty (30) days after the date of filing thereof. To the extent necessary, this amount may be used by the Landlord as an additional Security Deposit in the event of a default under the Lease prior to said rent payment coming due.

(v) Tenant or any guarantor, if any, shall make an arrangement for the benefit of creditors, or shall be adjudicated a bankrupt;

(vi) Any property used in connection with Tenant's leasehold interest shall be taken on execution;

(vii) Tenant shall for reasons other than those specifically permitted in this Lease, cease to conduct its normal business operations in the Leased Premises for a period of five (5) continuous days or for more than five (5) days in any thirty (30) day period; or

(viii) Tenant's failure to provide Landlord with a copy of the Certificate of Occupancy granted to Tenant by the governing municipality showing that Tenant has complied with all building codes within thirty (30) days after Tenant opens for business.

B. Remedies for Default . Upon the happening of an "**event of default**", Landlord at its option, may in addition to any other rights which may be available to Landlord under applicable law, all of which rights are cumulative:

(i) Sue for all rent due under this Lease, including all past due rent and any and all future but not yet due rent for the balance of the then existing Term, all of which future rent shall be accelerated. For the purposes of this clause, "**Rent Due**" shall mean all Base Rent as well as all other pass-thru expenses required to be made by Tenant under this Lease;

(ii) If default consists in whole or in part of Tenant's failure to expend funds, make the necessary expenditures for the account of Tenant who shall reimburse Landlord therefore with interest at the maximum legal rate of interest from date of expenditure; or

(iii) Terminate Tenant's rights to possession of the Leased Premises without waiving any other rights that Landlord may have under this Lease, including the right of Landlord to recover all past due and future rent due for the then existing Term of the Lease. Upon termination of this Lease for any reason, or upon termination of Tenant's right of possession as provided above, Tenant shall promptly surrender possession to Landlord and vacate the Leased Premises, and Landlord may reenter the Leased Premises and expel Tenant or anyone claiming under Tenant and remove the property of any of them without notice, formal claim or process, Landlord being absolved of any liability or claim for damages in doing anything reasonably necessary or appropriate in connection therewith. If Landlord elects to terminate Tenant's right of possession without terminating the term of this Lease, Landlord may, at its option, lease or sublet all or any part of the Leased Premises on such terms and conditions as Landlord may elect and collect from Tenant any balance remaining due on the rent or other obligations payable by Tenant under this Lease.

(iv) If the default relates only to the Vending Machines, then the Landlord may terminate that separate right without terminating the remainder of the Lease.

It is expressly understood and agreed that the provisions of this Paragraph shall not be construed to limit or impair any other right, claim or remedy to which Landlord may be entitled by law in case of Tenant's default, all of which rights for Tenant shall be cumulative. Landlord is under no duty to mitigate its damages in the event of Tenant's default.

In the event of default, the Tenant shall further pay to the Landlord its reasonable attorney's fees which would be incurred by the Landlord as a result of said Default.

If Tenant shall default in the performance of any covenant required to be performed by virtue of any provisions of this Lease, Landlord may, after any notice and the expiration of any period with respect thereto as required pursuant to the applicable provisions of this Lease, perform the same for the account of Tenant. If Landlord, at any time, is compelled to pay or elects to pay any sum of money or do any acts which would require the payment of any sum of money by reason of the failure of Tenant, after any notice and the expiration of any

period with respect thereto as required pursuant to the applicable provisions of this Lease, to comply with any provision of this Lease, or if Landlord is compelled to incur any expense including reasonable attorney's fees, instituting, prosecuting or defending any action or proceeding instituted by reason of any default of Tenant hereunder, the sum or sums so paid by Landlord, with all interest at the highest rate permitted by law, costs (including any of Landlord's attorney's fees) and damages, shall be deemed to be additional rental hereunder and shall be immediately due from Tenant to Landlord following the incurring of such expenses.

32. **LANDLORD'S WARRANTIES.** Landlord warrants to Tenant that it has the right to lease the Leased Premises on the terms and conditions of this Lease and that Tenant may peaceably and quietly hold and enjoy the Leased Premises for the term of this Lease as long as Tenant shall faithfully perform its obligations hereunder, except as otherwise provided for by the terms of this Lease. Landlord makes no other representations or warranties of any nature whatsoever under this Lease or otherwise.

33. **NOTICES.** All notices required under this Lease to be given to Landlord may be given to it at:

455 North Garland Avenue
Orlando, Florida 32801
Attention: Contract Administrator

with a copy to:

455 North Garland Avenue
Orlando, Florida 32801
Attention: Chief Executive Officer

or at such other place as Landlord may designate in writing.

Any such notice to be given to Tenant under this Lease shall be given to:

Congressman Alan Grayson Office
c/o Debra Booth, District Director
455 North Garland Avenue
Suite 402
Orlando, Florida 32801

with a copy to:

Orlando, Florida 32_____

or at such other place as Tenant may designate in writing. All notices shall be in writing and shall be sent by certified mail, postage prepaid or by personal delivery.

34. **DEFAULT BY LANDLORD.** Landlord shall in no event be charged with default in the performance of any of its obligation hereunder unless and until Landlord shall have

failed to perform such obligations within thirty (30) days after written notice by Tenant to Landlord properly specifying wherein Landlord has failed to perform any such obligation, or if circumstances are such that the default cannot be reasonably cured within said thirty (30) day period, unless Landlord has not commenced to perform such obligations within said thirty (30) days after written notice, and has not completed performance within a reasonable time thereafter. Landlord shall not be obligated for any damages whatsoever to Tenant beyond the cost for curing said default. By way of illustration, Landlord shall not be liable to Tenant for any incidental or consequential damages, lost profits, or damages to any of Tenant's property.

35. **MISCELLANEOUS.**

A. **Authorization of Signors.** Each of the persons whose signature appears hereon does warrant to all others signatory hereto that such person is duly authorized and empowered to execute this Lease and thereby bind Landlord and Tenant first named above.

B. **Joint and Several Liability.** If more than one person should sign this Lease (including any guarantors), all of said persons shall be jointly and severally liable for all obligations of Tenant under this Lease.

C. **Time of Essence.** Time is of the essence of this Lease.

D. **This subparagraph is not applicable.**

E. **Applicable Law.** This Lease shall be construed in accordance with and governed by the laws of the State of Florida.

F. **Miscellaneous.** References to Tenant, whenever consistent with the context of this Lease, shall include the plural, neuter, feminine and masculine. In the absence of specified provisions to the contrary, the party upon whom any obligation is imposed by this Lease shall perform the obligation at its own expense. Paragraph headings relating to the contents of particular paragraphs are inserted only for the purpose of convenience and are not to be construed as parts of the particular paragraphs to which they refer. Any separate or attached sketch, drawing, plan, specification, rider, exhibit or schedule shall be deemed an original part of this Lease only if initialed by the parties. Any sketch of the Leased Premises is for the purposes only of identifying Leased Premises, and does not constitute any separate warranty of representation by the Landlord.

G. **Invalid Terms.** If any term, covenant or conditions of this Lease or the application thereof to any person or circumstance shall, to any extent be invalid or unenforceable, the remainder of this Lease, of the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Lease shall be valid and be enforced to the fullest extent permitted by law.

H. **Interpretation of Lease.** If it ever becomes necessary to interpret this Lease, it shall be done without giving any preference or weight as to which party prepared or caused this Lease to be prepared.

I. **Memorandum of Lease.** Upon the request of Landlord, Tenant will in good faith cooperate in the preparation and execution of a Memorandum of Lease describing the parties, the Leased Premises, the basic terms of this Lease and such other portions hereof as either party may desire to be included in such instrument. Tenant will not record or cause anything to be recorded in the Public Records regarding the Leased Premises or the LCS without Landlord's prior written consent.

J. **Identity of Interest.** The execution of this Lease or the performance of any act pursuant to the provisions thereof shall not be deemed or construed to have the effect of creating between Landlord and Tenant the relationship of principal or agent or of partnership or of joint venture and the relationship between them shall be that only of Landlord and Tenant.

K. **Waiver of Jury Trial.** In regard to all actions whatsoever regarding this Lease, or any other matter between the parties hereto or the Leased Premises, each party expressly waives any right to a jury trial.

L. **Exclusive Venue.** The exclusive venue for any and all actions involving this Lease, the Leased Premises or any other matters whatsoever between the parties hereto regarding directly or indirectly the transaction described herein, shall be solely in the county where the Leased Premises are located.

M. **Binding Effect of Lease.** All rights and liabilities given to or imposed upon either of the parties by this Lease shall benefit and bind their respective successors, heirs and assigns to the extent this Lease may be assignable as provided above.

N. **Non-Waiver.** In the event Landlord shall fail to exercise any right, power, privilege, or option immediately upon the same arising, such failure shall not be construed as a waiver of the right to exercise that right, power, privilege or option at a subsequent time, and the failure on the part of Landlord to insist upon strict compliance with any of the terms of this agreement by Tenant shall not be construed as a waiver of the right of Landlord to insist upon strict compliance in the future.

O. **No Third Party Beneficiaries.** This Agreement is solely between the parties hereto, and no person other than said parties shall have any rights or privileges hereunder.

P. **This subparagraph is not applicable.**

Q. **Default Fee.** If the Tenant is in default under this Lease and fails to cure said default within ten (10) business days after written notice from the Landlord, then, in that event the Landlord may, in addition to all other remedies available to it under this Lease or applicable law, at its option charge the Tenant a daily default fee of \$100.00 per day. This subparagraph does not require the giving of any written notice for any default unless otherwise expressly required under this Lease and, further, does not apply to late payment of rent for which paragraph 37 is applicable.

36. **LIMITATION OF LIABILITY.** Anything contained in this Lease to the contrary notwithstanding, Tenant agrees that it shall look solely to the estate and property of Landlord in the land and buildings comprising the LCS of which the Leased Premises form a part for the collection of any judgment requiring the payment of money by Landlord for any default

or breach by Landlord of any of its obligations under this Lease, and no other asset of Landlord shall be subject to levy, execution or other judicial process for the satisfaction of Tenant's claim. Upon the sale of the LCS by the Landlord, the Landlord shall have no further liability under this Lease.

As provided in Paragraph 8(D) above, any liability of the Landlord hereunder is subject to the sovereign immunity provisions of Florida law.

37. **LATE CHARGES.** In the event that Tenant is more than five (5) business days late in the payment of any amounts due the Landlord (including monthly rent) under the provisions of this Lease, then in addition to the amount owed, Tenant shall pay a late charge equal to \$250.00.

38. **HAZARDOUS WASTE.** Tenant agrees to comply strictly and in all respects with the requirements of the any and all federal, state and local statutes, rules and regulations now or hereinafter existing relating to the discharge, spillage, storage, uncontrolled loss, seepage, filtration, disposal, removal or use of hazardous materials, including but not limited to the Comprehensive Environmental Response, Conservation and Liability Act of 1980, the Superfund Amendments and Re-authorization Act, the Resource Conservation and Recovery Act, the Hazardous Materials Transportation Act and the Florida Substances Law (collectively the "Hazardous Waste Law") and with all similar applicable laws and regulations and shall notify Landlord promptly in the event of any discharge, spillage, uncontrolled loss, seepage or filtration of oil, petroleum, chemical liquids or solids, liquid or gaseous products or any other Hazardous Materials (a "Spill") or the presence of any substance or material presently or hereafter identified to be toxic or hazardous according to any Hazardous Waste Law, including, without limitation, any asbestos, PCBs, radioactive substance, methane, volatile hydrocarbons, acids, pesticides, paints, petroleum based products, lead, cyanide, DDT, printing inks, industrial solvents or any other material or substance which has in the past or could presently or at any time in the future cause or constitute a health, safety or other environmental hazard to any person or property (collectively "Hazardous Materials") upon the Premises or the Building, and shall promptly forward to Landlord copies of all orders, notices, permits, applications or other communications and reports in connection with any such spill or Hazardous Materials. Tenant shall not handle, use, generate, manufacture, store or dispose of Hazardous Materials in, upon, under or about the Premises and the Building. Tenant shall indemnify Landlord and hold Landlord harmless from and against all loss, penalty, liability, damage and expense suffered or incurred by Landlord related to or arising out of (i) the presence of Hazardous Materials on the Premises; (ii) any Spill or Hazardous Material affecting the Building, including any loss of value of the Building as a result of a Spill or the presence of Hazardous Material; or (iii) any other matter affecting the Building as a result of Tenant's action or inaction within the jurisdiction of any Governmental Authority; which loss, damage, penalty, liability, damage and expense shall include, but not limited to, (a) courts costs, attorney's fees and expenses, and disbursements through and including any appellate proceedings; (b) all foreseeable and unforeseeable consequential damages, directly or indirectly, arising out of the use, generation, storage or disposal of Hazardous Materials by Tenant; (c) the cost of any required or necessary repair, clean-up or detoxification of the Project; and (d) the cost of preparation of any closure or other plans required under the Hazardous Waste Law, necessary to sell or lease the Premises or the Building.

39. **RADON DISCLOSURE - NOTICE TO TENANT.** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit. Pursuant to 404.056(8) Florida Statutes.

40. **CONFIDENTIALITY CLAUSE.** The terms and conditions set forth herein between Landlord and Tenant are the result of market conditions existing at the time of Lease negotiations, Landlord's evaluation of the credit worthiness of Tenant, length of Lease Term and many other factors that are unique to the parties hereto and the circumstances surrounding the transaction. The specifics of the business, legal and all other terms of the Lease are solely for the benefit and knowledge of the parties hereto involved. These specific terms, if disclosed to other tenants or prospective tenants at the LCS or any other party, might have serious financial consequences that might prove damaging to Landlord. Therefore, should Landlord learn that Tenant has disclosed any of the terms of this Lease, without first obtaining written approval of Landlord, Tenant shall be liable for claims of damages, and all other remedies provided Landlord by law or equity. Further, the disclosure by Tenant shall constitute an event of default.

41. **SOVEREIGN IMMUNITY.** The parties are aware and understand that Landlord is a government agency entitled to sovereign immunity under the laws of the State of Florida. This concept, among other matters, limits the liability of Landlord in tort actions and also restricts the ability of Landlord to provide indemnification and/or insurance beyond the strict limits set forth in the statute on sovereign immunity. As such, notwithstanding any other provisions of this Lease to the contrary notwithstanding, none of the provisions contained herein shall waive or modify in any way whatsoever the provisions of sovereign immunity as they apply to Landlord. Landlord does not in any way waive any of the provisions regarding sovereign immunity.

42. **RULES AND REGULATIONS.** Landlord shall have the right from time to time to promulgate, amend, rescind or change rules and regulations applicable to the LCS, as a whole, including all operations and uses by tenants in the LCS. All rules and regulations must be reasonable and must apply to the LCS as a whole. Tenant agrees to comply with said rules and regulations, provided that said rules and regulations shall not take effect earlier than thirty (30) days after Landlord has given notice of such rules and regulations.

43. **COMPLETE AGREEMENT.** This Agreement incorporates all prior discussions, letters of intent, and Agreements between the parties regarding the Leased Premises and all matters relating thereto, and constitutes the complete agreement between the parties as to the Leased Premises. For this Lease to be amended, it may only be evidenced by a document signed by the party to be charged by said amendment.

44. **CONTINGENCIES REQUIRED FOR LEASE.** his Lease, and the obligations of Landlord hereunder, are subject to the following conditions:

A. **Approval by Landlord Board of Directors.** The approval of this Lease by the Board of Directors of Landlord. Landlord states to the Tenant that it will submit this

Lease to its Board at its next regularly scheduled meeting on January 22, 2009 with a staff recommendation for approval.

B. FTA Approval. To the consent and/or approval of this Lease by the Federal Transit Administration. Landlord will diligently pursue said approval and consent.

Landlord will keep the Tenant advised of each of these matters and will work with the Tenant to obtain said consents. If, for any reason, either of said consents or approvals are not obtained, then the Tenant will vacate the Leased Premises within thirty (30) days of written notice by Landlord.

45. **ADDENDUM** . The Addendum attached to this Lease and consisting of one (1) page(s) shall be deemed to be a part of this Lease.

[Signatures on Following Page.]

IN WITNESS WHEREOF, the parties hereto have signed and sealed this Lease as of the day and year first above written.

Signed, sealed and delivered in
the presence of:

LANDLORD:

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

(Signature of Witness)

By: _____
Linda Watson, Chief Executive Officer

(Print Name of Witness)

(Signature of Witness)

(Print Name of Witness)

As to "Landlord"

The foregoing document is approved as to form only. This approval is solely for the benefit of the Landlord and may not be relied on in any way by the Tenant.

Dated: January ___, 2009

AKERMAN SENTERFITT,
General Counsel to LYNX

By: _____

TENANT:

CONGRESSMAN ALAN GRAYSON

(Signature of Witness)

(Print Name of Witness)

(Signature of Witness)

(Print Name of Witness)

As to the "Tenant"

By: _____
(Signature of Authorized Person)

(Print Name and Title of Person Signing)

Date: January __, 2009

ADDENDUM TO LEASE

The foregoing Lease is modified as follows:

Paragraph/Exhibit

Modification

None.

Exhibit "A"

SKETCH OF LEASED PREMISES

Note: The foregoing constitutes a layout of Leased Premises at this time. This sketch is a rough or general diagram used solely for the purposes of identifying the location of the Leased Premises. It does not separately substitute any warranty or representation by the Landlord.

Exhibit "B"

LEGAL DESCRIPTION OF LCS

DUPONT CENTRE 16/47 LOT 4 (LESS BEG AT SE COR OF SAID LOT RUN W 259.28 FT
NWLY 39.52 FT TH S 61 DEG E 30.26 FT E 259.12 FT S 11 FT TO POB FOR RD R/W) &
(LESS PT TAKEN FOR R/W ON N,S & W PER OR 4988/1270 & 1278)

Exhibit "C"

SCHEDULE OF TENANT IMPROVEMENTS TO LEASED PREMISES

The Tenant will at its expense furnish and provide for any and all improvements to the Leased Premises that may be desired by the Tenant, but solely in accordance with the provisions of this Lease.

Exhibit "D"

**SCHEDULE OF LANDLORD'S FINISH
RESPONSIBILITY FOR THE LEASED PREMISES**
(Typical Premises)

The Landlord shall be under no duty or obligation of any nature whatsoever to make any improvements to the Leased Premises:

Work Session Item #8.A

To: LYNX Board of Directors

From: Bert Francis
CHIEF FINANCIAL OFFICER
Rich Bannon
(Technical Contact)

Phone: 407.841.2279 ext: 6047

Item Name: Update on the FTA Follow-up Procurement Review

Date: 1/22/2009

The Federal Transit Administration (FTA) contracted with Calyptus Consulting Group, Inc. to perform a follow-up review of the Procurement System used by LYNX in the expenditure of grant funds. The Procurement System Review (PSR) process uses a standardize approach, interview guides, checklists, and reporting framework. This process was applied to the review of LYNX in an abbreviated format because it was a follow-up to the 2006 procurement review, and only those procurement system elements deficient during that review were assessed.

Bert Francis, LYNX Chief Financial Officer will present the results of the review as well as corrective actions being taken by LYNX.

Information Item A: LYNX 12-month Rolling Calendar

To: LYNX Board Of Directors

From: Edward Johnson
CHIEF OF STAFF
Rich Bannon
(Technical Contact)

Phone: 407.841.2279 ext: 6058

Item Name: LYNX Board of Directors' 12-Month Rolling Calendar

Date: 1/22/2009

LYNX Board of Directors 12-Month Rolling Calendar of Agenda Items January 2009

February 2009

- Authorization to exercise the first option year with B & L Investments of Orlando for the maintenance of shelters and bus stops

March 2009

- Authorization to accept year-end financial audit

April 2009

- Authorization to exercise the first option year with The J. D. Allen Group for the employee assistance program.
- Authorization to issue an IFB for ultra low sulfur diesel fuel
- Authorization to issue an IFB for unleaded gasoline
- Authorization to exercise the first option year with VPSI for the operation of the vanpool program

May 2009

- Work Session on LYNX' Transit Development Plan (TDP)
- Authorization to submit FDOT Service Development Grant Applications

June 2009

LYNX Board Agenda

- Preliminary discussion on the development of the FY2010 Operating and Capital Budget
- Adoption of the updated Transit Development Plan (TDP)
- Authorization to execute a Transportation Disadvantaged Trip Grant Agreement
- Authorization to execute a Rural Capital Assistance Grant Agreement
- Approve Transportation Regional Incentive Program Grant
- Authorization to exercise first option year with B & L Investments of Orlando for the removal of trash at bus stops, shelters and super stops
- Authorization to exercise first option year with B & L Investments of Orlando for the lawn maintenance of shelters and bus stops
- Authorization to exercise first option year with JEJ & Associates and Gray Robinson for state consulting services

July 2009

- Authorization to dispose of fixed assets

August 2009

- Approval of LYNX' DBE goal
- Authorization to submit TRIP fund applications to FDOT
- Authorization to exercise option year with MV Transportation for Paratransit Services
- Authorization to exercise option year two (2) with Spencer Fabrications for the manufacturer of passenger shelters and amenities.

September 2009

- Authorization to execute local funding agreements
- Annual Board of Directors' selection of officers
- Adoption of the Title VI Program
- Authorization to execute an agreement between LYNX and VOTRAN for the Link 200

October 2009

- Acceptance of the Chief Executive Officer's (CEO) annual appraisal
- Authorization to exercise second option year with Drummond Press for the printing of LYNX system maps

November 2009

- **No Board Meeting in November**

December 2009

- Authorization to submit annual appropriations grant to FTA
- Authorization to submit grant applications to FDOT for rural transportation services
- Authorization to execute agreement with the CTD for non-emergency Medicaid transportation funds
- Authorization to submit FTA Annual Certifications

January 2010

- Review staff recommendations for FY10 legislative priorities
- Adoption of the FY2009 independent audit

Monthly Report A: Ridership Report

To: LYNX Board Of Directors

From: Edward Johnson
CHIEF OF STAFF
Rik Smith
(Technical Contact)
Gerardo Ocasio Reyes
(Technical Contact)
William Hearndon
(Technical Contact)

Phone: 407.841.2279 ext: 6058

Item Ridership Report

Name:

Date: 1/22/2009

October 2008 Final

**All Services (Fixed Route, Special Shuttles, Access LYNX and VanPlan) –
Comparison to Prior Year**

	October 2007	October 2008	Percentage +/-
Total Monthly	2,405,513	2,426,812	0.9%
Average Weekday	89,290	89,590	0.3%
Number of Weekdays	23	23	0.0%
Annual Ridership	2,405,513	2,426,812	0.9%

October 2008 experienced a system-wide ridership total of 2,426,812, showing an increase of 0.9% from the 2,405,513 boardings recorded in October 2007. Average weekday boardings are up by 0.3% (300 additional riders) from the previous year. System-wide year to date ridership is 2,426,812, up by 0.9% from last year's 2,405,513.

Fixed Route – Comparison to Prior Year

	October 2007	October 2008	Percentage +/-
Total Monthly	2,334,727	2,349,928	0.7%
Average Weekday	86,479	86,516	0.0%
Number of Weekdays	23	23	0.0%
Annual Ridership	2,334,727	2,349,928	0.7%

Fixed route ridership for October 2008 totaled 2,349,928, reflecting an increase of 0.7% when compared to the 2,334,727 passengers carried in October 2007.

Fixed Route – Comparison to Prior Month

	September 2008	October 2008	Percentage +/-
Total Monthly	2,218,772	2,349,928	5.9%
Average Weekday	84,536	86,516	2.3%
Number of Weekdays	21	23	9.5%

Comparisons of October 2008 to the prior month's boardings (September 2008) reflect an increase of 5.9% (131,156 riders). October 2008 also saw an increase of 2.3% in the average number of passengers riding per weekday (a difference of 1,980 riders) when compared to the average weekday ridership for September 2008 of 84,536.

Individual Fixed Route Comparison to Prior Year

Comparisons of individual route ridership during October 2008 show 10 routes to have experienced a decline in ridership greater than 10% when compared to August 2007.

Route Decreases Greater Than 10%

+Link 25 - Silver Star Rd.	(-67.2%)
Link 14 - Princeton Street/Plymouth Apts.	(-57.5%)
+Link 23 - Winter Park/Forest City	(-53.6%)
+Link 1 - N Orange Ave./Altamonte Mall	(-48.4%)
Link 12 - Buenaventura Lks/Boggy Ck	(-44.7%)
+Link 9 - N. Orange Ave./Rosemont	(-43.5%)
+Link 20 - Malibu/Pine Hills	(-37.2%)
Link 53 - Story Rd./Tildenville	(-12.4%)
Link 38 - Downtown Orlando/Int'l Dr.	(-10.7%)
Link 303 - Washington Shores/Disney-MGM	(-10.7%)
(+ Links revised in August 2008)	

Link 204 (Clermont Express) shows an increase of 166.2.0% over previous year. The unprecedented demand for this route has produced significant ridership increases since January 2008. This is thought to be primarily due to the increase in fuel costs.

Link 30 – Colonial Drive Crosstown had an increase of 18.8%; this is primarily due to the increase to 30-minute headway.

Link 200- Volusia Express shows a steady growth in ridership for the last year and is up 16.2% increase over the previous year. This is thought to be primarily due to the increase in fuel costs.

Route Increases Greater Than 10%

Link 204 - Clermont Express	(+166.2%)
Link 58 - Shingle Creek	(+58.6%)
Link 301 - Pine Hills/Animal Kingdom	(+40.6%)
Link 47 - Oviedo	(+32.6%)
Link 34 - Sanford/Goldsboro	(+22.2%)
Link 414 - UCF Alafaya/Waterford Lakes	(+19.7%)
Link 50 - Downtown Orlando/Magic Kingdom	(+19.4%)
Link 30 - Colonial Dr. Crosstown	(+18.8%)
Link 200 - Volusia Express	(+16.2%)
Link 300 - Downtown Orlando/Hotel Plaza	(+16.1%)
Link 44 - Clarcona/Zellwood	(+15.7%)
Link 55 - West U.S. 192/Orange Lake	(+14.3%)
Link 56 - West U.S. 192/Magic Kingdom	(+13.8%)
Link 10 - East U.S. 192/St. Cloud	(+13.5%)
Link 57 - John Young Pkwy.	(+12.4%)
Link 54 - Old Winter Garden Rd.	(+11.0%)
Link 46 - W. S.R. 46/Seminole Towne Ctr.	(+10.5%)

PickUpLine

For October 2008, PickUpLine ridership was 785 compared to 620 one-way passenger trips in September 2008.

LYNX MONTHLY RIDERSHIP OCTOBER 2008

<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	105,234												105,234
All Other Links	2,244,694												2,244,694
Total Fixed Route	2,349,928												2,349,928
Special Shuttles	40												40
Access LYNX	59,408												59,408
VanPlan	17,436												17,436
TOTAL	2,426,812												2,426,812
													Final

% Change From Fiscal Year 2008 To Fiscal Year 2009

<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	-8.3%												-8.3%
All Other Links	1.1%												1.1%
Total Fixed Route	0.7%												0.7%
Special Shuttles	-38.5%												-38.5%
Access LYNX	14.4%												14.4%
VanPlan	-7.1%												-7.1%
TOTAL	0.9%												0.9%

Fiscal Year 2008

<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	114,798	94,685	91,875	99,272	98,266	103,967	102,589	98,204	90,840	98,374	83,201	94,166	1,170,237
All Other Links	2,219,929	2,089,631	2,065,900	2,093,056	2,034,393	2,099,775	2,068,088	2,157,643	2,060,183	2,152,409	2,044,202	2,124,606	25,209,815
Total Fixed Route	2,334,727	2,184,316	2,157,775	2,192,328	2,132,659	2,203,742	2,170,677	2,255,847	2,151,023	2,250,783	2,127,403	2,218,772	26,380,052
Special Shuttles	65	969	95	157	935	26,563	207	60	30	98	126	903	30,208
Access LYNX	51,949	46,138	44,669	47,581	46,407	51,653	52,809	53,413	52,450	54,844	50,994	56,098	609,005
VanPlan	18,772	15,378	13,584	15,808	16,330	16,145	17,890	3,352	16,601	16,916	14,345	14,944	180,065
TOTAL	2,405,513	2,246,801	2,216,123	2,255,874	2,196,331	2,298,103	2,241,583	2,312,672	2,220,104	2,322,641	2,192,868	2,290,717	27,199,330

LYNX AVERAGE DAILY OCTOBER 2008

Service Mode	Day	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	YEARLY AVG
LYMMO	Wkday	4,235												4,235
	Sat	1,141												1,141
	Sun	817												817
All Other Links	Wkday	82,281												82,281
	Sat	56,308												56,308
	Sun	31,579												31,579
Total Fixed Route	Wkday	86,516												86,516
	Sat	57,449												57,449
	Sun	32,396												32,396
Access LYNX	Wkday	2,350												2,350
	Sat	941												941
	Sun	401												401
VanPlan	Wkday	724												724
	Sat	113												113
	Sun	81												81
TOTAL LYNX SERVICES	Wkday	89,590												89,590
	Sat	58,503												58,503
	Sun	32,878												32,878
														Final

% Change From Fiscal Year 2008 TO Fiscal Year 2009

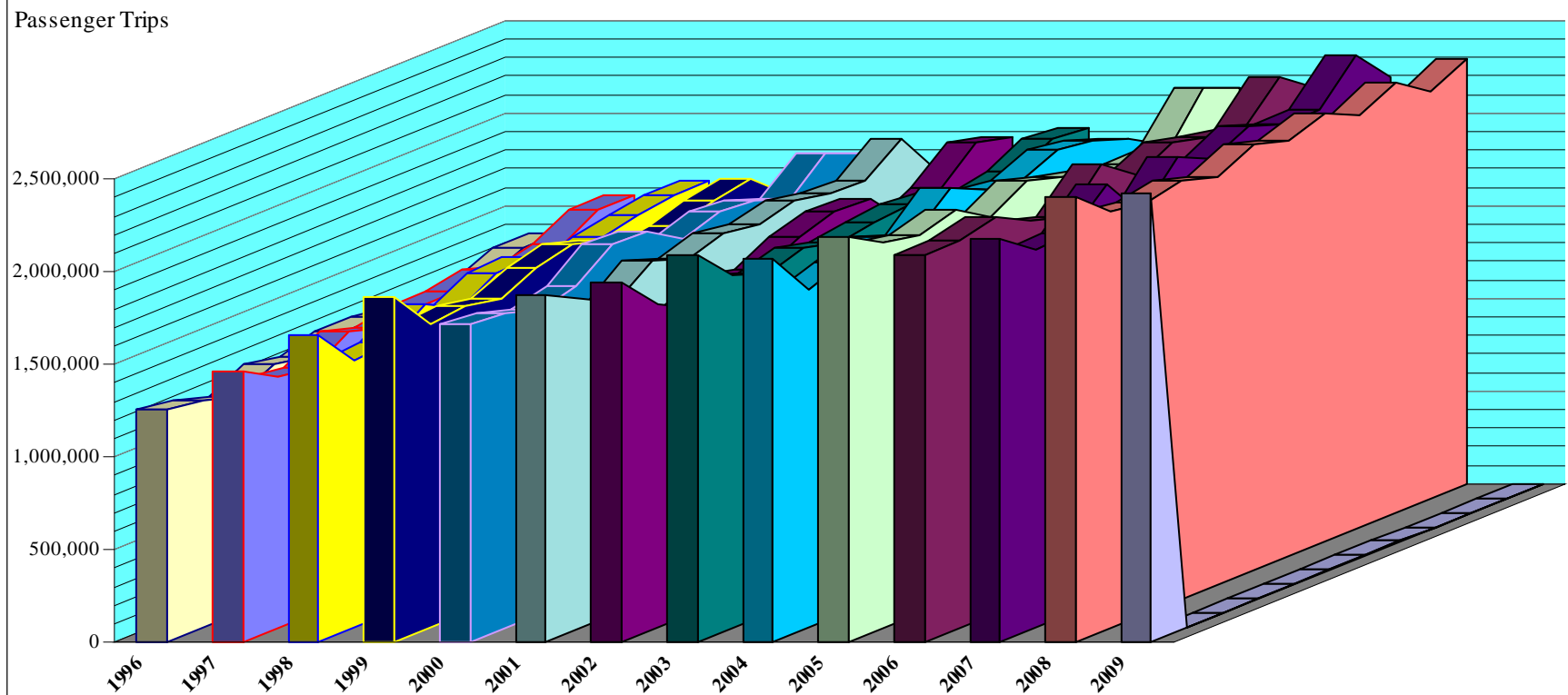
Service Mode	Day	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	YEAR
LYMMO	Wkday	-7.5%												5.2%
	Sat	-17.9%												-17.3%
	Sun	-16.5%												-14.2%
All Other Links	Wkday	0.5%												4.7%
	Sat	4.6%												4.1%
	Sun	4.5%												0.1%
Total Fixed Route	Wkday	0.0%												4.7%
	Sat	4.0%												3.6%
	Sun	3.8%												-0.3%
Access LYNX	Wkday	14.8%												13.9%
	Sat	12.2%												5.8%
	Sun	5.6%												-5.0%
VanPlan	Wkday	-5.2%												3.5%
	Sat	-25.2%												-44.2%
	Sun	-45.6%												-31.6%
TOTAL LYNX SERVICES	Wkday	0.3%												4.9%
	Sat	4.1%												3.4%
	Sun	3.6%												-0.5%

Fiscal Year 2008

Service Mode	Day	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	AVG DAILY FOR YEAR
LYMMO	Wkday	4,579	3,958	3,994	3,649	4,279	4,283	4,251	4,125	3,905	3,933	3,469	3,863	4,024
	Sat	1,391	1,686	1,349	1,871	1,144	1,791	1,267	1,495	1,148	1,059	1,097	1,264	1,380
	Sun	979	964	873	1,044	958	1,015	1,000	822	847	920	972	1,033	952
All Other Links	Wkday	81,900	81,804	79,436	65,454	80,109	79,755	79,049	82,126	79,966	78,073	74,975	80,673	78,610
	Sat	53,826	55,442	58,227	40,452	56,171	54,404	52,730	55,274	55,003	56,057	55,201	56,331	54,093
	Sun	30,230	29,919	30,640	29,816	31,819	30,580	29,398	31,324	32,102	33,102	38,744	30,850	31,544
Total Fixed Route	Wkday	86,479	85,762	83,430	69,103	84,388	84,038	83,300	86,251	83,871	82,006	78,444	84,536	82,634
	Sat	55,216	57,128	59,576	42,323	57,315	56,195	53,997	56,769	56,151	57,115	56,298	57,595	55,473
	Sun	31,209	30,883	31,513	30,860	32,777	31,595	30,398	32,146	32,949	34,022	39,716	31,882	32,496
Access LYNX	Wkday	2,047	1,869	1,780	1,854	1,964	2,143	2,161	2,144	2,221	2,158	2,117	2,305	2,064
	Sat	839	834	909	827	847	913	908	914	913	893	909	962	889
	Sun	380	419	549	406	443	415	410	420	431	412	400	384	422
VanPlan	Wkday	764	653	597	648	731	710	761	692	754	697	696	695	700
	Sat	151	116	114	114	124	131	643	592	129	104	111	103	203
	Sun	149	135	96	113	122	116	141	109	112	118	117	94	118
TOTAL LYNX SERVICES	Wkday	89,290	88,285	85,807	71,605	87,083	86,891	86,222	89,087	86,846	84,861	81,256	87,536	85,397
	Sat	56,206	58,078	60,599	43,263	58,286	57,239	55,548	58,275	57,193	58,111	57,318	58,660	56,565
	Sun	31,738	31,436	32,158	31,379	32,842	32,127	30,949	32,675	33,492	34,552	40,233	32,360	33,037

Link No	Route	FY 2008 Average Monthly Ridership	Sep-2008	% Change from Sep 08 to Oct 08	Oct-2008	% Change From Previous Year	Change Oct 2008 From FY 2008 Average Monthly Ridership
1	N Orange Ave./Altamonte Mall	15,616	8,031	8.5%	8,713	-48.4%	-44.2%
2	Colonialtown	3,107	N/A	N/A	N/A	-100.0%	-100.0%
3	Lake Margaret	17,138	17,209	10.9%	19,079	-8.2%	11.3%
4	South U.S. 441/Kissimmee	154,143	147,837	4.7%	154,729	-5.0%	0.4%
5	Lake George/Fort Gatlin	5,194	4,764	0.5%	4,786	-4.4%	-7.9%
6	Dixie Belle	16,203	16,355	4.7%	17,122	1.1%	5.7%
7	S. Orange Ave./Florida Mall	26,383	26,881	6.2%	28,553	1.1%	8.2%
8	W. Oak Ridge Rd./Int'l Dr.	200,159	202,314	6.3%	215,081	1.6%	7.5%
9	N. Orange Ave./Rosemont	27,954	18,305	0.6%	18,408	-43.5%	-34.1%
10	East U.S. 192/St. Cloud	23,774	27,421	6.0%	29,072	13.5%	22.3%
102	Orange Ave/South 17/92	7,808	66,113	6.8%	70,597	N/A	804.1%
103	North 17/92 Sanford	4,015	34,483	1.1%	34,853	N/A	768.1%
11	S. Orange Ave./OIA	34,593	34,590	6.2%	36,746	-3.4%	6.2%
12	Buenaventura Lks/Boggy Ck	7,051	7,240	-35.8%	4,650	-44.7%	-34.1%
125	Silver Star Rd. Crosstown	6,808	57,051	6.9%	60,981	N/A	795.7%
13	University of Central Florida	34,053	37,358	8.9%	40,685	4.3%	19.5%
14	Princeton Street/Plymouth Apts.	5,836	2,545	13.4%	2,885	-57.5%	-50.6%
15	Curry Ford Rd./V.C.C. East	44,491	45,771	4.4%	47,792	-5.5%	7.4%
16	College Park/The Meadows	8,551	N/A	N/A	N/A	-100.0%	-100.0%
17	North U.S. 441/Apopka	50,117	52,683	5.8%	55,716	1.8%	11.2%
18	S. Orange Ave./Kissimmee	40,045	42,411	8.2%	45,868	7.8%	14.5%
19	Richmond Heights	28,229	30,346	5.4%	31,973	-2.1%	13.3%
20	Malibu/Pine Hills	58,882	40,874	4.6%	42,763	-37.2%	-27.4%
200	Volusia Express	1,401	1,735	-1.8%	1,704	16.2%	21.7%
204	Clermont Express	2,432	3,965	-8.1%	3,642	166.2%	49.8%
209	UCF/Downtown Orlando Late Night Shuttle	62	N/A	N/A	N/A	N/A	-100.0%
21	Carver Shores/Tangelo Park	79,546	78,325	4.6%	81,927	-2.0%	3.0%
22	Richmond Estates	24,463	24,792	5.2%	26,073	-5.5%	6.6%
23	Winter Park/Forest City	22,924	11,512	10.6%	12,730	-53.6%	-44.5%
24	Millenia	11,818	10,696	6.2%	11,360	-1.3%	-3.9%
25	Silver Star Rd.	81,028	30,057	4.3%	31,352	-67.2%	-61.3%
26	Pleasant Hill Rd./Poinciana	20,816	22,675	4.0%	23,577	10.0%	13.3%
27	Plant St./Oakland	7,514	7,526	7.0%	8,056	-0.4%	7.2%
28	E. Colonial Dr./Azalea Park	42,899	42,799	5.3%	45,081	-4.4%	5.1%
29	E. Colonial Dr./Goldenrod	39,043	40,379	3.4%	41,758	-2.2%	7.0%
30	Colonial Dr. Crosstown	76,994	86,203	6.5%	91,790	18.8%	19.2%
300	Downtown Orlando/Hotel Plaza	1,970	2,113	2.7%	2,170	16.1%	10.2%
301	Pine Hills/Animal Kingdom	3,497	3,915	12.3%	4,397	40.6%	25.7%
302	Rosemont/Magic Kingdom	3,758	3,537	7.9%	3,816	-0.7%	1.5%
303	Washington Shores/Disney-MGM	3,056	2,958	1.8%	3,011	-10.7%	-1.5%
304	Rio Grande/Vistana Resort	3,875	3,775	17.4%	4,433	5.1%	14.4%
305	Metro West/All-Star Resort	1,334	1,254	16.7%	1,463	3.2%	9.7%
31	Lymmo	97,520	94,166	11.8%	105,234	-8.3%	7.9%
32	Union Park/Bithlo	4,620	4,494	8.5%	4,876	-9.5%	5.5%
34	Sanford/Goldsboro	7,589	8,858	12.0%	9,924	22.2%	30.8%
36	Lake Richmond	22,466	23,764	2.4%	24,327	-5.9%	8.3%
37	Park Promenade Plaza/Florida Mall	73,268	73,122	0.6%	73,590	6.8%	0.4%
38	Downtown Orlando/Int'l Dr.	16,197	13,889	13.4%	15,751	-10.7%	-2.8%
39	U.S. 17-92/Sanford	56,719	N/A	N/A	N/A	-100.0%	-100.0%
40	Americana/Universal Orlando	38,519	36,003	4.6%	37,655	1.3%	-2.2%
405	Apopka Circulator	7,764	8,569	0.7%	8,625	3.4%	11.1%
41	S.R. 436 Crosstown	134,792	137,371	4.7%	143,870	0.7%	6.7%
414	UCF Alafaya/Waterford Lakes	6,685	8,233	6.6%	8,777	19.7%	31.3%
42	International Dr./OIA	82,018	81,840	5.2%	86,114	6.9%	5.0%
43	Central Florida Pkwy.	15,087	15,519	3.8%	16,116	-4.1%	6.8%
44	Clarcona/Zellwood	17,102	17,034	9.5%	18,658	15.7%	9.1%
442	Clarcona/Zellwood	1,291	3,438	-1.3%	3,393	N/A	162.8%
443	Lee Rd. Crosstown	2,705	23,880	11.2%	26,564	N/A	882.0%
444	Universal/Northbridge	325	697	-74.5%	178	N/A	-45.3%
45	Lake Mary	4,825	5,064	4.0%	5,268	3.4%	9.2%
46	W. S.R. 46/Seminole Towne Ctr.	13,873	14,185	12.6%	15,970	10.5%	15.1%
47	Oviedo	4,237	5,453	11.4%	6,073	32.6%	43.3%
48	W. Colonial Dr./Park Promenade	47,997	50,743	11.1%	56,363	7.3%	17.4%
49	W. Colonial Dr./Pine Hills	47,489	51,006	8.2%	55,183	6.2%	16.2%
50	Downtown Orlando/Magic Kingdom	53,758	59,554	2.2%	60,875	19.4%	13.2%
51	Conway/OIA	34,839	35,446	0.8%	35,731	-7.8%	2.6%
52	Pine Castle/Tradeport	5,841	5,876	10.4%	6,485	-0.9%	11.0%
53	Story Rd./Tildenville	8,001	7,802	4.6%	8,159	-12.4%	2.0%
54	Old Winter Garden Rd.	11,967	13,088	9.3%	14,311	11.0%	19.6%
55	West U.S. 192/Orange Lake	48,276	44,674	3.7%	46,347	14.3%	-4.0%
56	West U.S. 192/Magic Kingdom	50,437	47,888	8.3%	51,848	13.8%	2.8%
57	John Young Pkwy.	20,166	21,189	13.0%	23,934	12.4%	18.7%
58	Shingle Creek	1,946	1,963	78.2%	3,499	58.6%	79.8%
99	Farebox Errors	12,661	6,901	23.8%	8,542	-50.3%	-32.5%
Total		2,199,556	2,220,507	5.9%	2,351,632	0.7%	6.9%

LYNX Ridership Growth - All Modes



Monthly Report B: Planning and Development Report

To: LYNX Board Of Directors

From: **Edward Johnson**
CHIEF OF STAFF
Belinda Balleras
(Technical Contact)
Rik Smith
(Technical Contact)
Doug Jamison
(Technical Contact)

Phone: 407.841.2279 ext: 6058

Item Name: Planning & Development Report

Date: 1/22/2009

Coordination Activities

Orange County- LYNX staff has been successful in a partnership with Commissioner Tiffany Moore Russell's office to secure grant funding from the ReNEW program to assist in providing sidewalk and curbing in Tangelo Park to allow for the installation of two LYNX shelters. This grant will reimburse LYNX for the sidewalk and curbing. The shelters are currently in permitting with Orange County and are anticipated to be installed in March 2009. Staff and the County have been pursuing several avenues to address off-setting O&M costs associated with trash pick-up along both Oakridge and Silver Star Road associated with shelter installations. A possible solution is encouraging businesses in proximity to the shelter to adopt a particular stop.

With respect to Hunter's Creek, discussions with the Jaycees have been successful. Currently, an agreement is under review by LYNX' counsel that will allow LYNX to install the trash cans and to have the Jaycees pick up the trash at approximately 20 stops.

Staff continues to coordinate with Valencia Community College East and West campuses to improve safety around ongoing construction activities.

Osceola County – Staff is working with Osceola County and the city of Kissimmee regarding possible solutions for passengers inconvenienced by the discontinuation of Link 12 in December 2008. Also, the idea of utilizing the Osceola County School Bus Depot as a satellite facility is being revisited in order to reduce deadhead miles and hours, and thereby reducing operating costs.

Staff continues to serve on the South Lake Toho stakeholders group. The County's consultant presented multiple concepts for development to the group for input, with staff providing comments related to developing land use that is complimentary to transit provision.

Staff is still working on a shelter installation at the Poinciana Wal-Mart as part of the route restructuring in the area. The location will allow for the transfer of LYNX customers between the Links 26, 426 and the Pick-Up Lines.

Seminole County - Staff attended a meeting and workshop on December 18, 2008 with the Seminole County Redevelopment Planning Agency. At this meeting staff discussed current LYNX service and proposed improvements to this service. In addition, LYNX staff will be working directly with staff at the County to follow up on points of discussions raised during the meeting regarding general corridor improvements as well as construction and improvements to existing LYNX transfer facilities in the Seminole County area. Discussions with the County, the RPA, and city of Casselberry have been initiated regarding a possible Super Stop near the intersection of SR 436 and US 17-92, along Links 41, 102, and 103.

Geography Network

The main page and the three web applications currently available on LYNX Geography Network had been loaded on a desktop 1026 times between November 1 and November 30, 2008 and 771 times between December 1 and December 23, 2008

GIS

GIS staff responded to 12 internal and external requests for GIS data, maps and information.

LYNX's GIS database was updated with the current route information and Access LYNX service area for December 2008. LYNX Geography Network Services were updated with the current bid information. GIS staff prepared Directional Route-miles information for the NTD report and service miles information by jurisdiction. GIS analysis and maps were prepared for the Service development grant, Kissimmee Urbanized areas and JARC program. A workshop was conducted between LYNX' Marketing and GIS staff regarding the procedures for changes and updates of the schedule book.

GIS and IT staff upgraded the desktop software version from ArcGIS 9.2 to ArcGIS 9.3.

Phase one of the Partners for Structures Layer project, funded under the USGS Assistantship Program was completed. The partnering counties provided the existing facility files in the adopted format. LYNX' staff is working on compiling the data in a regional database and managing the metadata for the original files and the regional dataset. An abstract for presentation on the project was submitted to 2009 ESRI International Users Conference.

The Steering Committee for the State GIS coordination presented the completed strategic plan to the State CIO Council. A high level of interest was indicated at that meeting and future steps were outlined in getting support for endorsement of the plan and provide suggested language to change the enabling legislation. LYNX' GIS analyst Mira Bourova is part of this steering committee as representative of a regional government agency since January 2008.

Federal Job Access and Reverse Commute (JARC) Program and the New Freedom Program (NFP) - Coordinated Transportation Planning Meeting

LYNX Planning & Development staff hosted a Coordinated Transportation Planning meeting on December 18, 2008. The purpose of the meeting was to follow up on the Coordinated Transportation Planning Meeting held at LYNX on September 30, 2008, and refine coordinated transportation funding priorities based on input from that meeting.

As the Community Transportation Coordinator in the three county area of Seminole, Orange, and Osceola and the designated recipient of Federal funding for Orlando under the Federal Job Access and Reverse Commute (JARC) Program and the New Freedom Program (NFP), LYNX is responsible for ensuring development of a local coordinated public transit/human services transportation plan. The September 30th meeting included discussions on successful coordination efforts undertaken in the past two years under JARC and NFP; coordinated transportation funding priorities; and the status of a number of other coordination initiatives undertaken by LYNX and its partners. Attendees at the December 18th meeting representing human service agencies, the LYNX Transit Advisory Committee, and METROPLAN ORLANDO discussed shifts in priorities that should be included in this year's update of the Transportation Disadvantaged Service Plan. Projects to be funded under the JARC and NFP programs will be based on the updated priorities.

Model Orlando Regionally Efficient - Travel Management Coordination Center (MORE-TMCC)

The Central Florida team was notified by the Federal Transit Administration that our design, developed in Phase I, was not chosen to move forward to deployment in Phase II. The overall project budget had been substantially reduced limiting the number of sites that were chosen. The Federal team stated that all seven sites submitted good and feasible designs, so the decision was made based upon which designs were considered to be more replicable by others wishing to coordinate human services transportation.

Shelters and Amenities

City of Eatonville - LYNX has completed the installation of 2 shelters on Kennedy Boulevard.

Orange County - LYNX staff is currently in the permitting process for 15 locations (approximately 18-20 shelters) on Oakridge Road and is currently permitting another 6 locations (reflective of approximately 8 shelters) on Silver Star Road, as well as the 2 shelters in Tangelo Park and the 4 shelters at the Florida Mall.

City of Orlando - LYNX has signed off and accepted the following shelters that were recently installed within the City of Orlando: Orlando Housing Authority (1), Oakridge and Millenia (2-developer funded), International Drive (1), State Road 436 (2).

LYNX received permits and is also in the process of installing 8 shelters at the following locations: 6 on Oakridge Road, 1 on Michigan Street in front of the Boston Market and one downtown near a senior residential tower on Osceola Avenue.

City of Sanford - LYNX is currently working with the City of Sanford CRA and started the refurbishment of 4 existing shelters and the installation of an additional shelter in the downtown corridor along 1st Street. In addition, LYNX is currently having an existing shelter refurbished for installation at an existing shelter pad at a Wal-Mart located on Rinehart Road in Sanford.

Seminole County - LYNX has prepared a detailed site analysis of the entire U.S. 17/92 corridor and presented to the Redevelopment Planning Agency at their December meeting. Currently, LYNX staff has been given the direction to look at both improving the U.S. 17/92 corridor with respect to shelter installations as well as focusing on improving existing and possibly constructing a new superstop.

Winter Park - LYNX has completed negotiations with the City of Winter Park and has started the process of negotiations with private property owners to install 5 shelters along the Link 102. The design agreed upon by Winter Park is planned to be used along US 17/92 as well. The City has taken the initiative and installed the first shelter on New York Avenue at the Winter Park Farmers' Market. The interlocal agreement is being presented at this Board meeting.

Developments of Regional Impact (DRI's)/Roadway Projects

LYNX staff reviewed and/or commented on the following projects, and attended meetings related to these projects.

Center Lake Ranch ADA/DRI

- Project is located in Osceola County on Narcossee Road. Closest LYNX route is the Link 10 approximately 2.3 miles to the south
- DRI states that region does not have the capacity to handle this or other projects in the area at build out.
- LYNX provided comments that based on the DRI, transit should be considered an integral part of the development.
- LYNX also indicated that if the Regional Planning Council and the County feel that ridership may be justified, the applicant should provide for a route on a trial basis.
- Given the type of development occurring (service related jobs) LYNX provided comments that the developer should provide and cultivate a ridesharing program.
- LYNX required for coordination by developer with our agency and FDOT with respect to the park and ride facilities being proposed.

Greenway Park Notice of Proposed Change:

- Property is located immediately west of Lake Nona and south of Orlando International Airport
- LYNX asked the developer to provide information and documentation with respect to coordination with adjacent property owners. This area is a proposed future route in accordance with LYNX TDP.
- LYNX required the developer to provide an update with respect to conditions of the development order including transit related improvements, interconnectivity to adjacent developments (specifically Lake Nona) and the development status of park and ride facilities.

Lake Nona Notice of Proposed Change:

- Property is located immediately south and east of Orlando International Airport
- LYNX has asked the developer for an update on conditions of the development order specifically related to transit.
- LYNX has asked for an update from a 2006 submittal with respect to the funding of a bus route.

Road Projects

Staff provided comments and/or was involved in the regional review process for the following road projects:

Orange County –LYNX provided comments regarding the movement of stops and the permanent relocation associated with intersection improvements at Goldenrod Road and University Boulevard.

LYNX provided several roadway contractors with information on American with Disabilities Act and shelter clear zone requirements for a project associated with the widening of John Young Parkway at Sandlake Road.

Monthly Report C: Government Relations Report

To: LYNX Board Of Directors

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

Phone: 407.841.2279 ext: 6064

Item Name: Legislative Update

Date: 1/22/2009

Federal

The 111th Congress was sworn-in on January 6, minus Senators from Illinois and Minnesota pending resolution of the controversy over Barack Obama's replacement and certification of the election results in Minnesota.

Economic Stimulus/Recovery Bill:

With Congress back in town and the Obama team coalescing, activity on the economic stimulus/recovery bill is accelerating. However, it is clear now that it is not possible to complete such a massive bill in time for Obama to sign it shortly after being sworn-in. House Speaker Nancy Pelosi recently indicated she anticipates congressional passage by the start of the February recess scheduled for the week of February 16. She also indicated the bill will be taken up by both the full House Appropriations and Ways & Means Committees, not go directly to the House floor.

The total dollar amount of the bill is still in flux with some calling for over \$1 trillion, but many sources expect total funding in the range of \$775B to \$875B with approximately \$300B for a broad array of infrastructure projects including schools, public buildings, broadband, etc. with transportation (highways, transit, rail, aviation) in the \$80B to \$90B range. However, Obama representatives indicated they would like to see up to \$300B of the total funding in the bill (perhaps as much as 40%) be used for a variety of tax cuts and credits for middle and lower income individuals as well as businesses, such as tax credits for job creation, but a number of key members of Congress have not reacted favorably to this approach.

In addition, the competition for stimulus funding has heated up with a number of constituency groups pushing strongly for funding for new objectives, such as rural programs, military housing, an AMT “patch”, mortgage foreclosure relief, etc.

On the transportation front, a number of environmental groups have called for directing any new highway funding exclusively to maintenance and repair of existing roads and bridges and have expressed opposition to funding for adding highway capacity. Several Democratic governors responded by emphasizing the need for a broad range of transportation funding including increased highway capacity to help alleviate congestion as well as transit and other green technologies.

Congressional leaders continue to insist the bill will not include project earmarks.

State

J. Marsh attended the January 13th meeting of the Florida Urban Transportation Coalition where Sun Rail was the main topic. As has been previously reported, commuter rail still has several hurdles to overcome. During the meeting, a plan was devised to divide and conquer the Senate to build support. Opposition still centers around the indemnity issue where the State would assume liability for any accidents on the Central Florida commuter rail line. Trial bar lobbyists object to the sovereign immunity lawsuit protection sought for the Central Florida rail line.

Transportation Trust Fund Diversions

Senator Constantine reported to the coalition that the “raid” on the TD and Transportation Trust fund will not occur. This is good news, as this proposed transportation funding cut would have come on the heels of a reduction of \$7.2 billion to FDOT’s Work Program in recent years.

Local Option Rental Car Surcharge

Both the CURRENT statewide rental car surcharge and the LOCAL OPTION rental car surcharge were discussed. Last year, HB1245 which would have authorized a portion of the existing rental car surcharge to be redirected to transit authorities (NOT including the CFTRA) died in Senate messages. This was seen as a significant defeat for other transit agencies, especially the SFRTA. The bill is currently in Draft form with Representative Bill Galvano. It is expected that he will not run his own bill - LYNX supports 2006 bill language passed by both Florida House and Senate but Vetoed by Governor Bush.

Charter County Parity

Last year, Senator JD Alexander (R-Winter Haven) advanced the Charter County party bill in the Senate and will do so again. The bill saw no activity in the House. The topics of discussion at the Florida Urban Transportation Coalition meeting included the possibility of opening up the proposed legislation to include all counties, not just chartered counties. In the end, it was agreed

that we would continue to support last year's version which would simply remove the 1984 qualifying date for chartered counties to hold a public referendum on this issue.

Road Rangers

The Florida Urban Transportation Coalition supports efforts to restore funding to the Road Rangers Program.

Other News:

- US DOT Secretary-nominee Ray LaHood was in DC last week being briefed by the DOT Transition Team. His Senate confirmation hearing has not yet been scheduled. The official hearing will be held by the Senate Commerce Committee, but it is likely that an additional courtesy hearing will be held by the Environmental & Public Works Committee.
- Ten new Democratic members of the House Transportation & Infrastructure Committee have been named. Because of the larger size of the Democratic majority in the House in the 111th Congress, the committee ratio will increase from 41 Democrats and 34 Republicans to 45 Democrats and 30 Republicans. The new Democratic members – Ortiz (TX), Hare (IL), Boccieri (OH), Schauer (MI), Markey (CO), Griffith (AL), McMahon (NY), Perriello (VA), Titus (NV) and Teague (NM). All except Ortiz and Hare are freshman members. There will likely be three new Republicans named to the committee, but those assignments have not yet been announced.
- FTA has published new propose guidance on the early acquisition of existing railroad right-of-way for transit projects. Prior to the implementation of this SAFETEA-LU authorized provision, the use of FTA funds to acquire railroad ROW before the issuance of a Record of Decision was more restrictive. Per the Federal Register notice, comments must be submitted to the federal docket by January 21, 2009.

Monthly Report D: Communication Report

To: LYNX Board Of Directors

From: **Edward Johnson**
CHIEF OF STAFF
Peggy Gies
(Technical Contact)
Katie Bond
(Technical Contact)
Courtney Miller
(Technical Contact)

Phone: 407.841.2279 ext: 6058

Item Name: Communication Report

Date: 1/22/2009

Advertising Sales

ADVERTISING SALES	NOVEMBER 2008	DECEMBER 2008
Advertising Sales Revenue	\$113,566	\$136,638
Net Revenue to LYNX Fiscal Year to Date	\$232,791	\$369,429

Commuter Services

COMMUTER CHOICE TRANSPORTATION PROGRAM		
CARPOOL/VANPOOL INQUIRIES	NOVEMBER 2008	DECEMBER 2008
Phone	82	107
Internet	15	31
Letters	55	46
Matches	22	23

VANPOOLS	NOVEMBER 2008		DECEMBER 2008	
Commuter Choice Vanpool Participants	768		646	
Total Revenue Miles YTD	99,730		197,402	
New Vanpools	1		3	
Returned Vanpools	1		0	
Current Vans in Service	62		65	
Pending Vanpool Interest	<ul style="list-style-type: none"> • Orlando VA Medical Center • Westgate Sand Lake • Alison Edwards (I-Drive area hotels) 		<ul style="list-style-type: none"> • Orlando VA Medical Center • Westgate Sand Lake • Alison Edwards (I-Drive area hotels) • Welbro - Pat Walker 	
No. of Employers Contacted	24		19	
No. of Employees Contacted	345		99	
Employer Program Presentations	<ul style="list-style-type: none"> • Marriott-Cypress Harbor • Crowne Plaza Orlando-Universal • Marriott Vacation Club Orlando Call Center 		<ul style="list-style-type: none"> • Devereux • Florida Department of Children & Families • Urban Trust Bank • Frito-Lay 	
Employee Program Presentations	LOCATION	PARTICIPANTS	LOCATION	PARTICIPANTS
	Crowne Plaza Employee Fair	65	Disney's Hollywood Studios – Cast Information Fair	45
	Disney's Magic Kingdom Employee Fair	100	Orlando Sentinel – Holiday Convenience Fair	20
	Hannover Life Reassurance Company - Lunch & Learn	45		
	Marriott-Cypress Harbour “Stand Up” Meeting	45		
	Marriott Vacation Club Orlando Call Center	65		

Employee Program Presentations (cont.)	Orange County Clerk of Courts - Lunch & Learn	10		
	Total Participants	330	Total Participants	65
Other Business Presentations/Meetings	LOCATION	PARTICIPANTS	LOCATION	PARTICIPANTS
	Frito-Lay Manufacturing Facility Tour	40	African American Chamber – Fall M-Powerment Luncheon	150
	Orlando/Orange County Convention & Visitors Bureau Downtown Leads Group	15	African American Chamber – Networking for Business Owners	15
	What's Up Downtown!	50	Commuter Choice Workshop: Presentations the Media Love	25
			West Orange Chamber Joint Leads Group	50
	Total Participants	105	Total Participants	240

Program Implementation:

LYNX added the following Commuter Vanpool Group:
 Transportation Security Administration - 2 Commuter Vanpool Groups
 Federal Correctional Center at Coleman - 1 Commuter Vanpool Group

LYNX partnered with a new Agency to Adopt A Stop:
 The Everyday Foundation – Charles Rapier, President, adopted the bus stop at the Southwest corner of Kirkman Road and Metrowest Boulevard.

Commuter Services Events

African American Chamber Fall M-Powerment Luncheon

The African American Chamber of Commerce hosted a Fall M-Powerment Luncheon. This event was aimed primarily at providing an opportunity for local businesses and individuals to participate in Homeland Security business opportunities. The Commuter Service representative was able to establish contact with local individuals and businesses looking for ways to both save money and to highlight their commitment to the environment.

African American Chamber Networking Breakfast for Business Owners

The African American Chamber of Commerce hosted a Networking Breakfast for Business Owners at an RBC Bank branch in East Orlando. This event was aimed primarily at providing an opportunity for local businesses and individuals to familiarize themselves with their local RBC Bank branch. The Commuter Service representative was able to establish contact with local staff members of the East Orlando Branch and the Downtown Orlando home office branch.

Commuter Choice Workshop: Presentations the Media Love

As part of the Commuter Choice Workshop, a free one-day seminar entitled “Presentations the Media Love” was available to Florida residents only. The Commuter Services staff received training on how to handle media inquiries, how to successfully communicate with the media and to how to handle emergency situations in regards to the media.

Crowne Plaza Orlando Universal

More than 60 employees at the Crowne Plaza Orlando Universal property received information from a Commuter Services representative educating them on the transportation options available through LYNX Commuter Services department. Several employees expressed an interest in having the Employer Bus Pass Program brought to their property. This fair is held annually and the invitation was extended to LYNX to return in order to continue informing employees of LYNX Commuter Assistance Programs as a transportation benefits option.

Disney’s Hollywood Studios

Walt Disney World employees have had the Pre-Tax Employer Bus Pass Program available to them for a few years. LYNX Commuter Services representatives were invited to promote more elements of the Commuter Assistance Program to more than 45 Disney employees. This event was focused on giving financial and health tips to its employees. The Commuter Assistance Programs were a great fit from the financial and health standpoint. Individuals are able to save money and reduce their stress levels when they participate in the Commuter Assistance Program, and the Disney employees appreciated receiving information from the LYNX Commuter Services department.

Disney’s Magic Kingdom Employee Fair

Walt Disney World employees have had the Pre-Tax Employer Bus Pass Program available to them for a few years; with the recent addition of the carpooling program and the benefit of Guaranteed Ride Home, LYNX Commuter Services representatives were able to promote more elements of the Commuter Assistance Program to Disney employees. This November event was focused on recycling and other environment-friendly practices Cast Members could employ to reduce their carbon footprint, and the Commuter Assistance Programs were a great match.

Frito-Lay Manufacturing Facility Tour

Last month’s City of Orlando Green Works Business Seminar introduced Commuter Services staff to the local Frito-Lay Manufacturing Facility. As local leaders in sustainable practices, Frito-Lay was highlighted at the Clean Air Team’s November meeting. Commuter Services representatives were able to make connections with other businesses that attended the Facility Tour, as the Commuter Assistance Programs appeal to individuals and businesses concerned with preserving the environment.

Hannover Life Reassurance Company of America - Lunch & Learn

As a recent employer enrolling in the Commuter Assistance Program, this November Lunch & Learn event was an excellent opportunity to speak directly to the employees of Hannover. Employees received information on how to find a carpool partner, the economic and

environmental benefits of vanpooling and the Guaranteed Ride Home program. Approximately 50% of Hannover employees attended.

Marriott – Cypress Harbour

The Director of Services holds a meeting for the Housekeeping staff called the “Stand Up” meeting. This informational meeting gives the staff pertinent information for the day’s activities. A Commuter Services representative was invited to attend and present to approximately 45 staff members. The Commuter Assistance Program information was the highlight of that week’s “Stand Up” meeting. Further meetings and informational pieces are planned to implement the Employer Bus Pass Program and the Guaranteed Ride Home Program.

Marriott Vacation Club Orlando Call Center

As many as 65 employees of Marriott Vacation Club Orlando Call Center visited the Commuter Service representative present at the organization’s “Green Fair.” Since preserving the environment is one of the principle reasons for implementing the Commuter Assistance Programs, the information was well received by those in attendance. CAP implementation is still in the first-phase due to the time of year for the employer.

Orange County Clerk of Courts

Orange County Clerk of Courts hosts Lunch & Learn sessions for their employees in order to educate them on the many helpful resources available to them for business and personal benefits. A Commuter Services representative was invited to host two back-to-back sessions of their Lunch & Learn programs. LYNX Commuter Assistance Program was presented to more than ten employees. These employees provided questions that showed great interest in the Employer Bus Pass Program and the Guaranteed Ride Home Program, which is in its second-phase of implementation at this worksite.

Orlando/Orange County Convention & Visitors Bureau Downtown Leads Group

As members of the Orlando/Orange County Convention & Visitors Bureau, LYNX has the opportunity to host Downtown Leads Group meetings and in return has the spotlight turned on our programs as the star presenter for the day’s meeting. Hosting 15 individuals from local businesses, a Commuter Services representative spoke about the Commuter Assistance Programs and how they can help individuals and businesses improve their bottom-line and highlight their commitment to the environment.

Orlando Sentinel

As part of its Holiday Convenience Fair, Orlando Sentinel invited LYNX Commuter Services to share with its employees the Commuter Assistance Programs already implemented on site. More than 20 employees received information on the transportation options available to help them commute smarter to work. They were also able to fill out registration forms to find a carpool or vanpool group to commute with and forms saying they would like to participate in LYNX Guaranteed Ride Home program. This was the first promotional event to inform the employees of the Commuter Assistance Programs that Orlando Sentinel is making available to its employees.

West Orange Chamber Joint Leads Group

The West Orange Chamber of Commerce hosted a joint leads group for the month of December. This event was aimed primarily at providing an opportunity for local businesses and individuals to make contacts for future business. The Commuter Assistance Programs were highlighted in this arena as many local businesses are looking for ways to both save money and to highlight their commitment to the environment.

Marketing

WEBSITE USAGE	NOVEMBER 2008	DECEMBER 2008
Average Hits per Day	60,061	65,042
Average Users per Day	2,088.93	2,275.39
Average Hits per User	28.75	28.58
Average Time Spent on Site	6 minutes, 58 seconds	7 minutes, 7 seconds
Approximate Visits per User	1.85	1.96
Total Page Hits	460,098	526,452
Total User Visits	62,668	70,537
Total Unique IP Addresses (visits)	33,727	35,806

Marketing Events

There were no marketing events in November or December.

Media Relations

Major story coverage for the late October/early November time frame included the Orlando Sentinel on December Service Changes and regional candidates highlighting transportation as part of their respective platforms. The Orlando Business Journal wrote about service changes, 2009 Legislative Priorities and are preparing an Executive Profile of Linda Watson. Florida Transportation had a spread on the Biodiesel grant. Tobacco Free Florida shot an upcoming commercial utilizing the LYNX Central Station facilities and the University of Central Florida film department shot segments of a bike documentary focusing on our bike racks and king panels.

Customer Service

CALL CENTER DATA	NOVEMBER 2008	DECEMBER 2008
Number of Calls	34,582	38,508
Call-Wait Time in Seconds	0:30	0:31

SALES & INFORMATION DATA	NOVEMBER 2008	DECEMBER 2008
Customers serviced through fixed route inquiries/sales	26,150	24,043
LYNX fare media sales	213,710	183,735

CUSTOMER SERVICE DATA	NOVEMBER 2008	DECEMBER 2008
Internet Inquiries	303	248
“How To Ride” presentations	6	42 living alerts

CUSTOMER RELATIONS DATA	NOVEMBER 2008	DECEMBER 2008
Customers assisted by telephone, fax, one-on-one	2,455	3,557
Concerns/suggestions for Fixed Route (LYNX)	190	173
Compliments for Fixed Route/Road Rangers	20	8
Concerns/suggestions for Paratransit (MV)	387	283
Compliments for Paratransit	7	5

LOST & FOUND DATA	NOVEMBER 2008		DECEMBER 2008	
Number of items recovered	643		600	
% items returned to owners	202		20.6	
Advantage IDs issued	120		118	
Kids In School & Senior IDs issued	20		12	

Monthly Report E: Employee Travel Report

To: LYNX Board Of Directors

From: Linda Watson
CHIEF EXECUTIVE OFFICER
Blanche Sherman
(Technical Contact)
Deborah Henderson
(Technical Contact)

Phone: 407.841.2279 ext: 6017

Item Name: Monthly Employee Travel Report

Date: 1/22/2009

EMPLOYEE / DEPARTMENT	DESTINATION	PURPOSE	DEPARTURE AND RETURN DATES	TOTAL ESTIMATED COST	AGENCY COST
Linda Watson Executive	Gainesville, FL & Jacksonville, FL	Present and Participate in UF TRC panel; meetings at request of Congressman John Mica, and meet with Congresswoman Corrine Brown in Jacksonville.	11/10/08 - 11/11/08	487.66	487.66
Linda Watson Executive	Washington, DC	Attend Transit Research Board and Transit Research Analysis Committee	12/16/08 - 12/18/08	0.00	0.00
Bill Hearndon Operations	Jacksonville, FL	Meet with JTA's flex service staff, to learn their policies, operating models, lessons learned regarding flex services	12/19/08	0.00	0.00
Tim May Operations	Jacksonville, FL	Meet with JTA's flex service staff, to learn their policies, operating models, lessons learned regarding flex services	12/19/08	0.00	0.00
Rick Smith Operations	Jacksonville, FL	Meet with JTA's flex service staff, to learn their policies, operating models, lessons learned regarding flex services	12/19/08	0.00	0.00

LYNX Board Agenda

EMPLOYEE / DEPARTMENT	DESTINATION	PURPOSE	DEPARTURE AND RETURN DATES	TOTAL ESTIMATED COST	AGENCY COST
Desna Hunte Executive	Dallas, TX	NTI- Training Disadvantages Business Enterprise	1/11/09- 1/15/09	1452.00	1452.00
Linda Watson Executive	Washington, DC	Transportation Research Board Annual Meeting, Member of Exec. Committee	1/13/09 - 1/15/09	0.00	0.00
Edward Johnson Executive	Charlotte, NC	Participate in the Central Florida Partnership demonstration project for Commuter Rail	1/14/09	0.00	0.00
Janell Thomas Operations	Roanoke, VA	Attend the first of four 2009 Environmental Management Systems Implementation Institute Workshops	1/26/09 - 1/29/09	500.00	0.00
Steve Robinson Operations	Roanoke, VA	Attend the first 2009 Environmental Management Systems Implementation Institute Workshops	1/26/09 - 1/29/09	500.00	0.00
William Zielonka Operations	Roanoke, VA	Attend the first 2009 Environmental Management Systems Implementation Institute Workshops	1/26/09 - 1/29/09	500.00	0.00
Lisa Darnall Operations	Roanoke, VA	Attend the first of four 2009 Environmental Management Systems Implementation Institute Workshops	1/26/09 - 1/29/09	500.00	0.00
TOTAL ESTIMATED COSTS and AGENCY COSTS				3,939.66	1,939.66