




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 Board of Directors' Meeting April 11, 2013 Pg 4
 - Minutes from the Board of Directors' Meeting April 11, 2013



3. 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.



4. Chief Executive Officer's Report

5. Consent Agenda




A. Request for Proposal (RFP)

- i.  Authorization to Release a Request for Proposal (RFP) for General Transportation Planning and Related Consulting Services Pg 14
- ii.  Authorization to Release a Request for Proposal (RFP) for Transit Simulation Pg 16

B. Invitation for Bid (IFB)




- i.  Authorization to Issue an Invitation for Bid (IFB) for Inspection and Service of Fire Suppression Systems Pg 20
- ii.  Authorization to Issue an Invitation for Bid (IFB) for Body Shop Paint and Materials Pg 21













C. Award Contracts

- i.  Authorization to Negotiate and Award a Contract for the Construction Phase of the Parramore BRT Design/Build Project Pg 23
- ii.  Authorization to Award a Contract to Berman Property Maintenance for Pressure Washing of LYNX Central Station and LYNX Transfer Centers Pg 25
- iii.  Authorization to Award a Contract to Magnadata USA, Inc. for Printing and Encoding of Fare Cards Pg 27





-Attachments 

D. Miscellaneous

- i.  Authorization to Amend Contract #13-C15 with Baker Hostetler LLP for Labor/Employment Legal Services Pg 32
- ii.  Authorization to Enter into a Joint Project Agreement with the Orlando Utilities Commission for the Construction of the Parramore BRT Project Pg 33
- iii.  Authorization to Negotiate a Memorandum of Agreement with the Orlando Housing Authority for the Moving to Work (MTW) Demonstration Program Implementation Pg 35

- Attachments 
- iv.  Authorization to Initiate the Public Participation Process for the August 2013 Service Changes Pg 41
- Attachments 
- v.  Authorization to Enter Into Sole Source Negotiations with Trapeze Group to Develop and Execute a Master Contract to Consolidate All Current Trapeze Group Software and Services; to Novate the Current Agreement with Mentor Engineering into the Contract; and to Purchase a New Trapeze Module for Interactive Voice Response (IVR) Pg 46
- vi.  Authorization to Ratify Resolution Approving the Appointment of a Management Appointee to the Board of Trustees for the Amalgamated Transit Union Local 1596 Pension Plan Pg 49
- Attachments 
- vii.  Authorization to Issue a Purchase Order in the Amount of \$936,299 to Alliance Bus Group d/b/a First Class Coach Sales Under the Florida Department of Transportation's (FDOT) Florida Vehicle Procurement Program's (TRIPS) State Contract #TRIPS-11-CA-FCCSC for Thirteen (13) Paratransit Replacement Vehicles Pg 52
- viii.  Authorization to Execute a Five Year Memorandum of Agreement with the Florida Commission for the Transportation Disadvantaged (CTD) for LYNX to Serve as the Community Transportation Coordinator (CTC) for Orange, Osceola and Seminole Counties Pg 55
- Attachments  
- ix.  Authorization to Execute the Transportation Disadvantaged Grant Application for State Fiscal Year 2014 Pg 67
- x.  Authorization to Execute Amendment No. 5 of the Medicaid Non-Emergency Transportation Agreement (NET) with the Florida Commission for the Transportation Disadvantaged, to Add Funding for State Fiscal Year 2014, and Extend the Agreement to June 30, 2014 Pg 70


6. Action Agenda

- A.  Authorization to Execute an Interlocal Agreement with Lake County for Commuter Bus Service between Lake County and Downtown Orlando Pg 72
- Attachments 
- B.  Authorization to Amend the FY2013 Service Funding Agreement with Lake County Pg 88
- Attachments 
- C.  Authorization to Amend Contract #09-CO7 with Data Transfer Solutions, LLC for General Consultant Services Pg 103

7. Other Business

8. Monthly Reports

- A.  Monthly Financial Reports - April 30, 2013 Pg 106

-Attachments 

- B.  Monthly Financial Reports - March 31, 2013 Pg 113
- Attachments 
- C.  LYNX American Recovery and Reinvestment Act Project Status Report Pg 120
- D.  Ridership Report March and April 2013 Pg 121
- E.  Planning and Development Report Pg 130
- F.  Communications Report Pg 134
- G.  Government Relations Report Pg 146
- H.  Monthly Employee Travel Report - May 2013 Pg 153
- I.  Monthly Employee Travel Report - April 2013 Pg 155

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

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

LYNX
Central Florida Regional Transportation Authority
Monthly Board Meeting Minutes

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

DATE: **April 11, 2013**

TIME: **1:10 p.m.**

Members in Attendance:

City of Orlando, Mayor Buddy Dyer, Chairman
Orange County, Mayor Teresa Jacobs, Secretary
Seminole County Commissioner, Carlton Henley
FDOT District 5 Secretary, Noranne Downs

Members Absent:

Osceola County Commissioner, Frank Attkisson

1. Call to Order and Pledge of Allegiance

The Chairman, Mayor Buddy Dyer, called the meeting to order at 1:10 p.m. Chairman Dyer asked Mayor Teresa Jacobs to lead the Pledge of Allegiance.

The Chairman recognized Edward Johnson, LYNX' General Manager, for his 13 years of dedication to the development and growth of LYNX in the tri-County service area and to its customers. The Chairman noted that Mr. Johnson had accepted a position with Metropolitan Atlanta Rapid Transit Authority (MARTA) and on behalf of LYNX and the Board, wished him success.

The Chairman presented Mr. Johnson with a Resolution of LYNX' Board of Directors.

Mayor Jacobs, Commissioner Henley and Secretary Downs each recognized Mr. Johnson for his contribution and dedication to LYNX.

2. Approval of Minutes

Motion was made and seconded to approve the Minutes of the January 31, 2013 Board of Directors. The Motion passed unanimously.

3. Recognition

The Chairman recognized John Lewis to introduce Jovana Nunez and Operators Alex Ortiz and Jose Monero.

Mr. Lewis provided a story played on local news media portraying a heroic event by LYNX' employees.

Ms. Nunez addressed the Board and described the impact the event and the quick actions of the Operators had on her life. Ms. Nunez expressed her gratitude and credited them with saving her life.

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

20 Years of Service:

Norm Audet, Bus Operator

Hector Matos, Bus Operator

Gail Raines, Bus Operator

Stephanie Spurling, Bus Operator

25 Years of Service:

Jaime Barreto, Transportation Supervisor

4. Public Comments

Tim McKinney addressed the Board regarding the positive service changes in Bithlo by providing neighborhood circulator and supported the utilization of grants to support an express service from Waterford Lakes to Bithlo.

Norm Audet addressed the Board regarding concerns of union employees wishing to be informed regarding top management changes. He also addressed media reports that LYNX service will not be connecting with SunRail and providing the feeder service.

In response to Mr. Audet's comments, the Chairman noted that it is LYNX' plan to be the feeder system to each SunRail stop and every commuter rail stop on the line has a LYNX component. Some routes will be re-routed to stop at SunRail's individual stations. FDOT has provided the funding for 12 vehicles to support the feeder service.

The Chairman also responded that Mr. Lewis has an organizational plan which will address recent staff changes.

Lastly, the Chairman expressed the disappointment that LYNX is dealing with the Pension Plan issues. He noted that Mr. Audet stated that if LYNX and the Union came to an agreement on the negotiations, LYNX would not be involved in the Pension Plan issues. The Chairman noted that it does not bode well for good relations in negotiations for the next Contract.

The Chairman recognized Mr. Audet. In response, Mr. Audet stated he had expressed at the time the Contract was signed that as the Union President, he has no responsibility for the Pension Board.

The Chairman responded that he did not have the same recollection of the statements as Mr. Audet.

Mr. Audet expressed his disappointment in the manner in which the Pension Board management trustees are not available to attend scheduled Board meetings. He stated that as President of the Union, his responsibility is to appoint trustees to the Pension Board and he does not interfere with the business.

The Chairman noted that his recollections differ from Mr. Audet's; however, the Union's Pension Board trustees were also members of the Union's Contract negotiating team.

5) Chief Executive Officer's Report

The Chairman recognized John Lewis, Chief Executive Officer.

Mr. Lewis recognized Edward Johnson, LYNX' General Manager, as an outstanding public administrator.

Mr. Lewis reported that LYNX' ridership continues on an increasing trend. Ridership, through February, is up 3.4% over last year during the same period. Due to increased ridership, operating revenues continue to track higher than the budget estimate. Expenses associated with operator and maintenance overtime is trending downward from a high in January of over 8,000 thousand hours in the second pay period to slightly over 4,700 hours in the last pay period in March. Staff is working towards controlling these costs and will continue to monitor them.

As the economy rebounds, LYNX continues to experience increased advertising revenue. This non-traditional source of revenue plays an important role in budget stabilization. LYNX' advertising revenue is on track to surpass the highest ad revenue year in 2008. The fiscal year goal is \$1.7 million. Revenue for through the month of February is \$872,000.

The fuel hedging program is providing cost savings as cap fuel prices out-perform the futures market. Fuel costs are approximately 5% under budget resulting in \$225,000 savings. LYNX has entered into a contract for FY2014 that provides for 25% of fuel volume is locked in at a price of \$2.96 per gallon. Staff will continue to monitor the market and look for other opportunities to lock-in prices below budget projections.

During the month of March, LYNX conducted a rider survey and received over 5,000 responses from passengers in all jurisdictions. Questions included in the survey covered areas such as cleanliness, efficiency, level of service delivery, fare cost, SunRail usage, and expanded LYMMO usage. The results of the survey will be available in May and an update will provided to the Board.

In response to the public comment regarding top management staff changes, Mr. Lewis stated that as was mentioned at staff briefings, it is LYNX' goal to have an Interim-Director of

Transportation. Mr. Robert Smith, a transportation professional that worked at LYNX previously as the Chief Operating Officer, has agreed to come back and work on a temporary basis while a search is undertaken for a permanent Director. Some internal staff adjustments have already taken place. Mr. David Burnett has been reassigned from Transportation to Maintenance. Mr. Burnett has a maintenance background and is doing an excellent job. Mr. Lewis noted that he and the department Directors will fill the responsibilities currently assigned to Mr. Johnson.

6. Consent Agenda

The Chairman announced that staff has requested two Consent Agenda items be moved to the Action Agenda:

- 6.D.i Authorization to Ratify the Termination of Contract #12-C01 with Transportation America for Non-Core Paratransit Services, and
- 6.D.xvi Authorization to Submit FY2014/2015 Service Development Grant Proposal to FDOT and the Authority to Execute Upon Notification of Funding

A. Request for Proposal (RFP)

- i. Authorization to Release a Request for Proposal (RFP) for Health Benefits Broker

B. Invitation for Bid (IFB)

- i. Authorization to Issue an Invitation for Bid (IFB) for Motor Oil Bulk Delivery
- ii. Authorization to Issue an Invitation for Bid (IFB) for Installation of Bus Shelters at LYNX Bus Stops
- iii. Authorization to Issue an Invitation for Bid (IFB) for Manufacturing of LYNX-style Bus Shelters

C. Extension of Contracts

- i. Authorization to Execute First Renewal Year of Contract with State Farm Mutual Automobile Insurance Company for Advertising Under the Road Ranger Contract
- ii. Authorization to Execute First Option Year of Contract #10-C22 with ADARide.com for Paratransit Eligibility, Functional Assessment and Fixed Route Travel Training

D. Miscellaneous

- ii. Confirmation of the Appointment of Stuart Boggs to the Position of Director of Planning and Development
- iii. Authorization to Ratify a Purchased Transportation Service Agreement with the City of Winter Springs for Paratransit Services
- iv. Authorization to Reallocate LYNX American Recovery and Reinvestment Act (ARRA) Grant Funds
- v. Authorization to Notify MetroPlan Orlando of LYNX' Desire to Continue as the Community Transportation Coordinator (CTC) for Orange, Osceola, and Seminole Counties
- vi. Authorization to Increase the Contract Amount with Apple One Employment Services and Manpower for Temporary Staffing Services
- vii. Authorization to Dispose of Items Accumulated Through the Lost and Found Process

- viii. Authorization to Upgrade Mentor On-vehicle Communications to Verizon 3G/4G Service
- ix. Authorization to Implement the External Social Media Policy
- x. Authorization to Purchase Vanpool Vehicles for Replacement and Expansion
- xi. Authorization to Write-off Assets as of June 30, 2012 Physical Inventory Count and Reconciliation
- xii. Authorization to Modify the Sub-recipient Agreements with Meals On Wheels and Independent Transportation Network Orlando for the New Freedom Program (NFP) Awards
- xiii. Authorization to Ratify the Increased Contract Amount with Enghouse Transportation (f/k/a Ontira Communication, Inc.) to Procure Spanish Language Translations for Paratransit and Fixed Route Interactive Voice Response (IVR) System
- xiv. Authorization to Implement Proposed Service Adjustments Effective April 21, 2013
- xv. Authorization to Enter into a Contract with Digital Recorders, Inc. (DRI)
- xvii. Authorization to Auction Surplus Equipment

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

- i. Authorization to Ratify the Termination of Contract #12-C01 with Transportation America for Non-Core Paratransit Services
- xvi. Authorization to Submit FY 2014/2015 Service Development Grant Proposals to the Florida Department of Transportation (FDOT) and the Authority to Execute Upon Notification of Funding by Resolution No. 13-004

7. Action Agenda

The Chairman announced that Consent Agenda Item 6.D.i will be taken first.

A. Authorization to Ratify the Termination of Contract #12-C01 with Transportation America for Non-Core Paratransit Services

The Chairman recognized Bill Hearndon, Manager of Paratransit, to make the presentation.

Mr. Hearndon noted that Transportation America, the provider of the non-core paratransit service, notified LYNX in July 2012, they were experiencing significant financial losses. At that time, they requested LYNX consider allowing the core service provider, MV Transportation, to provide overflow work. In addition, they requested to purchase their fuel directly from LYNX. These efforts began in early September 2012.

In October 2012, which was the beginning of the second Contract year with Transportation America, the per trip rate changed from \$34.08 to \$28.72 further increasing their losses.

On January 7, 2013, Transportation American officially requested to either (1) maintain the year one per trip rate, or (2) to terminate the Contract for convenience offering to pay LYNX a \$200,000 mitigation payment. Staff determined that option (1) would be a

cardinal change to the Contract terms and conditions. Recognizing that Transportation America's rates were significantly below the market value, LYNX entered into agreement with Transportation America to mutually agree to terminate the non-core paratransit service contract.

Staff is requesting the Boards' ratification of the termination of the Contract #12-C01 with Transportation America.

Motion was made and seconded to ratify the termination of Contract #12-C01 with Transportation America for Non-Core Paratransit Services.

The Chairman recognized Commissioner Henley. As Chairman of the Audit Committee, Commissioner Henley provided that the Committee had extensive discussion related to the matter and recommended the Board's approval of the staff recommendation.

B. Authorization to Ratify the Exercising of the Non-Core Option of Contract #12-C02 with MV Transportation, Inc.

The Chairman recognized Bill Hearndon, Manager of Paratransit, to make the presentation.

Mr. Hearndon provided that when the Core and Non-Core Contracts were developed, a clause was included in both to allow LYNX to assign the work from the opposite Contract if needed. As a result of the termination of the Non-Core Paratransit Services Contract, staff is requesting ratification of exercising of the Non-Core Option of Contract #12-C02 with MV Transportation, Inc.

Under discussion, the Chairman recognized Pat Christiansen, LYNX' General Counsel.

Mr. Christiansen noted there could be some minor changes in exercising the option. It may be necessary for the Motion to include allowing staff to make minor changes and/or modifications to Contract #12-C02 with MV Transportation, Inc.

Motion was made and seconded to ratify the exercising of the Non-Core Option of Contract #12-C02 with MV Transportation and authorizing staff to make necessary Contract changes and/or modifications to the Contract in exercising the option. Motion passed unanimously.

The Chairman recognized Mr. Lewis.

Mr. Lewis noted that during the Audit Committee meeting, discussion ensued that the Agreement with MV Transportation, Inc. permits LYNX to exercise the option for the balance of the Contract term.

The Chairman announced that Consent Agenda Item 6.Dxvi will be taken next.

C. Authorization to Submit FY2014/2015 Service Development Grant Proposals to FDOT and the Authority to Execute Upon Notification of Funding

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

Staff is requesting the Board of Directors' authorize the Chairman to execute Resolution #13-004 authorizing the Chief Executive Officer to submit FY2014/2015 Service Development Grant Applications to the Florida Department of Transportation (FDOT).

Mr. Lewis noted that the five projects be considered, subject to continuing discussions with local jurisdictions and partnership opportunities are:

- Link 20 (Malibu / Pine Hills) Night Service
- 3 D (Downtown Disney Direct) Service from South Semoran
- Link 57 (Downtown Orlando / Magic Kingdom) Evening and Sunday Service
- Link 26 (Pleasant Hill Road / Poinciana) and Link 426 (Poinciana Circulator) Sunday Service
- Red Bug Lake Service from Oviedo to SunRail

The Audit Committee discussion included the process staff undertakes in responding to FDOT's service development grants. While LYNX is pleased to have the opportunity to receive additional funding, the notifications of funding availability generally occur after the fiscal year budget has been completed. During the Audit Committee, staff discussed developing a new process by which LYNX would work with the communities and partners, address the immediate needs through the use of reserves, and allow the funding partners to address funding in subsequent budget years.

Staff will begin having conversations with each of the partners on a proposal and bring it back to the Audit Committee for consideration.

Motion was made and seconded to submit FY2014/2015 service development grant proposals to FDOT and the authority to execute upon notification of funding. Motion passed unanimously.

D. Amendments to LYNX' FY2013 Operating and Capital Budgets

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

Staff is requesting the Boards' approval of this amendment and formally amending the Operating and Capital Budgets in the amount of \$119,851,134 (3.8% increase) and \$105,031,248 (6.84% increase), respectively.

Key Operating Budget Amendment Basis:

- Additional Job Access and Reverse Commute (JARC) and New Freedom Grant Programs
- Alternative Analysis (AA) Studies Transfer from Capital
- ARRA Funds for Paratransit Capital Cost of Contracting
- JARC/NF Awards to Human Service Agencies

Key Capital Budget Amendment Basis:

- Alternative Analysis (AA) Studies Transfer to Operating
- SunRail Vehicle Purchases
- LYNX Transit Bus Purchases
- LYMMO Rehabilitation

Motion was made and seconded to amend LYNX' FY2013 Operating and Capital Budgets. Motion passed unanimously.

The Chairman recognized Mayor Jacobs for a comment.

Mayor Jacobs stated that as Orange County looks at its budget for the coming year and the potential of the FRS revisions there may be an unexpected impact. She noted that she will endeavor to keep the commitment of the funding model and encouraged an equal partnership to ensure the contributions are consistent.

E. Acceptance of the Annual Financial Audit and Comprehensive Annual Financial Report (CAFR) for the Fiscal Year Ending September 30, 2012

The Chairman recognized Blanche Sherman, Director of Finance, who introduced Mr. Ron Conrad, partner with the firm of Cherry, Bakeart & Holland, to present the results of the annual financial audit and CAFR.

Mr. Conrad noted that the CAFR was discussed with the Audit Committee members in detail.

As an overview, he stated that LYNX has received the Certificate of Achievement for Excellence in Financial Report for the past 20 years. Mr. Conrad stated that LYNX received "clean opinions" throughout for the financial statements as well as with the Federal and State Grant Assistance received.

Motion was made and seconded to accept the Annual Financial Audit and Comprehensive Financial Report (CAFR) for the fiscal year ending September 30, 2012. Motion passed unanimously.

8. Work Session

A. Overview of Fiscal Year 2014 Preliminary Operating Budget

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

Ms. Sherman presented the key budget assumptions as follows:

- FY2014 Funding based on LYNX Adopted Funding Model

- Maintain current Preventative Maintenance funding level
- Maximize current service levels through efficiencies
- Apply additional Flex (NeighborLink) services, where appropriate
- Assess impacts of legislative changes to Medicaid

➤ Key Budget Assumptions – Revenue

- Fare increase in FY2014
- Maximize utilization of JARC/NFP funds

➤ Key Budget Assumptions – Expenses

- No salary increases
- Full year effects of LYNX’ New Group Health Insurance program
- Impact of year two Union wage re-opener
- Impact of pension reform contribution rate
- Continuation of Fuel Hedging Program
- Application of reductions based on LYNX ownership of paratransit vehicles

After review of the Revenue and Expense key budget assumptions, Ms. Sherman provided a comparison of the FY2014 Operating Budget and the Amended FY2013 Operating Budget.

	FY2013 <u>Amended</u>	FY2014 <u>Preliminary</u>	<u>% of Change</u>
Op Revenue	\$119,851,134	\$124,796,817	4.1%
Op Expenses	119,851,134	124,796,817	4.1%

Ms. Sherman provided a breakdown of FY2014 Local Revenue by Jurisdiction.

	FY2013 <u>Amended</u>	FY2014 <u>Preliminary</u>	<u>% of Change</u>
Orange County	\$33,583,056	\$35,644,169	6%
Osceola County	4,554,824	5,776,072	27%
Seminole County	4,083,948	5,920,884	45%
City of Orlando	3,482,292	3,864,624	11%
City of Orlando-LYMMO	<u>1,231,575</u>	<u>1,883,055</u>	<u>53%</u>
Total Local Funds	\$46,935,695	\$53,088,804	13%
Cities, Other Agencies & Private	785,761	537,995	-32%
Sub-Total	\$47,721,456	\$53,626,799	12%
Capital Contributions	<u>(1,005,094)</u>	<u>2,113,746</u>	<u>-31%</u>
TOTAL	\$46,716,362	\$55,740,545	19%

➤ Future Items for Consideration

- Impact of Medicaid Legislation
- Maximized use of JARC and NFP funding

In closing, Ms. Sherman reviewed the Budget calendar:

- Presentation to LYNX Board April 11
- Funding Request Letters Submitted to Funding Partners April / May
- Budget Presentation Osceola & Orange Counties June / July
- Budget Presentation Seminole County August
- Final Board Action September 19
- Budget Year FY2014 Commences October 1

Ms. Sherman noted that staff is seeking direction from the Board regarding the FY2014 Operating Budget. After Board direction, the proposed budget will be submitted to the funding partners for their consideration.

9. Other Business

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

10. Monthly Reports

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

Meeting adjourned at 2:28 p.m.

Consent Agenda Item #5.A. i

To: LYNX Board of Directors

From: **Stuart Boggs**
DIRECTOR OF PLANNING & DEVELOP
Belinda Balleras
(Technical Contact)
Andrea Ostrodka
(Technical Contact)
Bernard Guida
(Technical Contact)

Phone: 407.841.2279 ext: 6009

Item Name: Request for Proposal (RFP)
Authorization to Release a Request for Proposal (RFP) for General
Transportation Planning and Related Consulting Services

Date: 5/23/2013

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to release a Request for Proposal (RFP) for General Transportation Planning Consulting Services and related consulting services, covering a three-year period with two one-year options. The subject contracts are at annual "Not to Exceed" costs of up to \$300,000 per fiscal year in the aggregate for all consulting firm, with a minimum number of three consulting firms as will be detailed in the solicitation document.

BACKGROUND:

LYNX is requesting proposals from firms interested in and capable of providing general transportation planning consulting on an "as needed task order basis". The purpose of the professional consultants services is to continue providing the necessary expertise in a full array of transportation services to LYNX for the Central Florida region. The general transportation planning consultant serves as an extension of LYNX staff through providing technical expertise.

This RFP, including supporting documentation, will provide proposers with all information necessary to prepare and submit a written proposal for general consulting transportation planning services in four (4) areas of expertise including but not limited to:

- Transportation and Financial Planning – transit operations and maintenance planning, multimodal urban corridor transportation planning, fixed guideway transit system planning, environmental planning, short and long term transportation and strategic

planning, public outreach, marketing, project management, financial management and traffic studies.

- Technical Studies – data collection, travel demand forecasting, corridor designation studies, transit route studies, project development, environmental studies, traffic planning and data development studies, transportation financial and economic analysis, ridership forecasting and impact fees studies.
- Urban Design – short and long-term transportation plans, development of regional impact, land use, parking and design studies, traffic operations and design, downtown circulation studies.
- Geographic Information Systems – GIS services, on-site and GIS strategic planning analysis, data collection and design, eminent domain, preliminary and final roadway design, data inventory, and GIS support.

RFP PROCESS

The RFP evaluation will be a three-step process to determine the most effective and technically qualified firms. In the first step, LYNX' Procurement Department staff will review all proposals to determine if they are responsive and responsible. The second step will consist of the Source Evaluation Committee (SEC) who will independently review and evaluate proposals according to the following criteria:

Category A: Professional Qualifications	25%
Category B: Past Performance / Experience	25%
Category C: Ability to Perform	25%
Category D: Methodology & Technical Approach	25%

Step three is optional and will consist of possible presentations by proposer(s) to the SEC if the Committee requires clarification on any of the proposals.

Proposals will then be rank ordered based upon the scoring from the SEC. The SEC will make a recommendation to the Governing Board for consideration of a multiple contract award.

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

LYNX procurement policies require prime contractors to use their best efforts to subcontract a portion of their work to DBE firms. However, each DBE goal will be determined with the development of each scope of work.

FISCAL IMPACT:

LYNX staff included up to \$300,000 in the FY2013 Amended Operating Budget for planning professional services that could be utilized under this RFP. Future year operating budgets will include necessary planning professional services projects eligible to be awarded under this potential contract.

Consent Agenda Item #5.A. ii

To: LYNX Board of Directors

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

Phone: 407.841.2279 ext: 6119

Item Name: Request for Proposal (RFP)
Authorization to Release a Request for Proposal (RFP) for Transit Simulation

Date: 5/23/2013

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to release a Request for Proposal (RFP) for Transit Simulation vendor selection.

BACKGROUND:

LYNX has experienced tremendous growth over the last five years. Ridership, run time, and distance traveled have increased over the years and is expected to continue growing in the Central Florida Region. As a result of the growth, the number of professional operator's needed to maintain safe and efficient travel in FY 12/13 has increased to over 660 employees. LYNX currently holds new operator training classes every eight (8) weeks to maintain an efficient level of professional operator's within the agency. This rate of growth has resulted in an overwhelming need to seek out additional training resources to efficiently train the growing workforce and to enhance defensive driving skills.

Several Florida transit properties, theme parks, and one (1) University in the State of Florida currently utilize simulation: Votran, Broward County, Star Metro, Disney and the University of Central Florida. Data collected during visits indicate that prime benefits to LYNX by using transit simulation are:

- Increased safety for the traveling public and operators
- Reduce associated training costs (ie. fuel, maintenance)
- Ability to create, repeat, and train in dangerous scenarios
- Effectively and efficiently address operator retraining
- Set performance and skill mastery objectives
- Insurance premium reductions

LYNX Board Agenda

The bus simulator components to be included are as follows:

- Simulation equipment provided by vendor
- Placement retrofit
- Train-the-Trainer and associated costs to implement transit simulation
- Service plan for simulation equipment
- Software that allows for customizable environments, routes, and upgrade capabilities
- Physical rear view mirrors
- Most current and up-to-date technology available

A Request for Proposal will be sought for those transit simulation manufacturers who meet the above requirements specific to LYNX training needs.





DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

LYNX' procurement policy requires contractors to use a good faith effort to subcontract portions of their work for material, supplies and services to Disadvantaged Business Enterprise (DBE)

LYNX Board Agenda

Firms. LYNX has an overall agency goal of 14%. The successful bidder/offer will be required to report its DBE participation obtained through race neutral means.

FISCAL IMPACT:

LYNX staff included \$650,000 in Federal Funds in the FY2013 Amended Capital Budget for a training bus simulator.

Consent Agenda Item #5.B. i

To: LYNX Board of Directors

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

Phone: 407.841.2279 ext: 6017

Item Name: Invitation for Bid (IFB)
Authorization to Issue an Invitation for Bid (IFB) for Inspection and Service of Fire Suppression Systems

Date: 5/23/2013

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to issue an Invitation for Bid (IFB) for inspection and service of fire suppression systems.

BACKGROUND:

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

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

LYNX' overall agency goal is 14%. No Disadvantaged Business Enterprise (DBE) goal has been established on this contract. However, this it is not a DOT assisted contract. The use of DBE firms is encouraged.

FISCAL IMPACT:

LYNX staff included \$73,000 in the FY2013 Amended Operating Budget for the inspection and service of an on-board engine compartment Fire Suppressant System in the event of a catastrophic fire in the engine compartment. In FY2012, LYNX expended \$52,763 on fire suppression inspections.

Consent Agenda Item #5.B. ii

To: LYNX Board of Directors

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

Phone: 407.841.2279 ext: 6017

Item Name: **Invitation for Bid (IFB)**
Authorization to Issue an Invitation for Bid (IFB) for Body Shop Paint and Materials

Date: 5/23/2013

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to issue an Invitation for Bid (IFB) for paint and materials to be used in the Body Shop.

BACKGROUND:

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

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

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

The base term for the contract will be for three years and include two one-year options.

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

LYNX' overall agency goal is 14%. No Disadvantaged Business Enterprise (DBE) goal has been set on this contract. However, this it is not a DOT assisted contract. The use of DBE firms is encouraged.

FISCAL IMPACT:

LYNX staff included \$132,000 in the FY2013 Amended Operating Budget for paint supplies. In FY2012, LYNX expended \$101,084 on paint supplies.

Consent Agenda Item #5.C. i

To: LYNX Board of Directors

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

Phone: 407.841.2279 ext: 6023

Item Name: Award Contracts
Authorization to Negotiate and Award a Contract for the Construction
Phase of the Parramore BRT Design/Build Project

Date: 5/23/2013

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to negotiate and award the construction phase agreement for the Parramore Bus Rapid Transit LYMMO Design/Build Expansion Project in the not to exceed amount of \$11,996,448. and to provide an owner controlled contingency of \$1,199,645.

BACKGROUND:

In August of 2011, LYNX entered into a TIGER Grant for the construction of the Parramore BRT. In July of 2012, LYNX and ZMG Construction, Inc. entered into the design phase of the project per Governing Board authorization. ZMG will be completing their design work at the beginning of June. Once the design is complete and accepted by LYNX, the Construction Phase will begin. In order to keep this Design/Build project moving forward, LYNX will need to negotiate a Guaranteed Maximum Price (GMP) for the Construction portion of the project. The negotiated price shall not exceed \$11,996,448. Additionally, LYNX staff requests Governing Board authorization to include a 10% owner-controlled contingency of \$1,199,645. to be budgeted for the project. The contingency amount is to be controlled by the LYNX Chief Executive Officer or his designee and is over and above the GMP to be negotiated for the construction phase of the Parramore BRT contract.

PROPOSED NEW EXPANSION:

The project will add an additional 2.1 miles of BRT to the existing LYMMO system. The system will require 3 additional hybrid diesel buses to support the project. It will also include real time passenger information and new stations/stops along the route. Service is expected to begin in the late spring of 2014.

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

An overall goal of 14% was established for this project.

FISCAL IMPACT:

LYNX staff included \$16,200,000 in the FY2013 Amended Capital Budget for design and build of the Parramore BRT. The funding is comprised of \$12,960,000 in Federal Funds and \$3,240,000 in local funding.

Consent Agenda Item #5.C. ii

To: LYNX Board of Directors

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

Phone: 407.841.2279 ext: 6023

Item Name: Award Contracts
Authorization to Award a Contract to Berman Property Maintenance for
Pressure Washing of LYNX Central Station and LYNX Transfer Centers

Date: 5/23/2013

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to execute a fixed price services contract with Berman Property Maintenance & Construction for pressure cleaning services.

BACKGROUND:

Contract 08-C06 was awarded June 1, 2008, to Berman Property Maintenance. The original contract was for three (3) years with two (2) one-year options. This contract will expire May 31, 2013.

The following locations require pressure cleaning services according to LYNX' Facilities Maintenance Division. LYNX Central Station will be pressure washed weekly and the transfer centers will be pressure washed monthly until the end of FY2013 and then bi-monthly starting in FY2014.

- (1) LYNX Central Station
- (2) Colonial Plaza Transfer Center
- (3) Washington Shores Transfer Center
- (4) West Oaks Mall Transfer Center
- (5) Sanford Walmart Transfer Center
- (6) Osceola Square Mall Transfer Center
- (7) Kissimmee Transfer Center
- (8) Apopka Transfer Center
- (9) Rosemont Transfer Center

LYNX Board Agenda

LYNX staff requested permission to solicit bids for this work at the January Board of Directors meeting. The IFB solicited bids for a three (3) year initial term contract, with two (2) one-year options. Services requested included:

- (1) Pressure cleaning of passenger tarmac areas
- (2) Pressure cleaning of all brick pavers at LCS
- (3) Graffiti, stain and gum removal
- (4) Reporting of any and all damages at each location

Seven (7) bids were received as follows:

Berman Property Maintenance & Construction	\$277,028.
GPC Maintenance Systems, Inc.	\$366,208.
PCPI Services Inc. d/b/a/ Pressure Cleaning Prof.	\$464,880.
Groundtek of Central Florida	\$591,360.
D&A Building Services, Inc.	\$821,460.32
Lenard Bell Painting	Non-Responsive
Recovery House of Cent. FL. d/b/a/Matt Talbot Inn	Non-Responsive

FISCAL IMPACT:

LYNX staff included \$59,660 in the FY2013 Amended Operating Budget for pressure cleaning services at LCS and LYNX transfer facilities. The FY2012 expense for pressure cleaning services totaled \$19,956.

Consent Agenda Item #5.C. iii

To: LYNX Board of Directors

From: **Blanche Sherman**
DIRECTOR OF FINANCE
Patricia Bryant
(Technical Contact)
Blanca Matute
(Technical Contact)

Phone: 407.841.2279 ext: 6100

Item Name: Award Contracts
Authorization to Award a Contract to Magnadata USA, Inc. for Printing and Encoding of Fare Cards

Date: 5/23/2013

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to award a contract to Magnadata USA, Inc. for printing and encoding of fare cards in an amount not to exceed \$498,000. The term of the contract will be for three (3) years with two (2) one (1) year options.

BACKGROUND:

The current contract (#10-C09) for the printing and encoding of fare cards expired on January 6, 2013; however, staff has sufficient ticket stock on hand until a new contract is awarded. On January 31, 2013 the Governing Board authorized the release of a solicitation to confirm that LYNX is paying the most competitive price in the current market. IFB 13-B07 was issued February 18, 2013 with bids due March 20, 2013. A total of two (2) bids were received as follows:

Magnadata USA, Inc.	\$854,390
Electronic Data Magnetics, Inc.	\$740,000

Upon verification of the bids based on historical use, the Finance Department (end user) determined that the Scope of Work needed to be revised to obtain a pricing based on actual needs. As a result, IFB 13-B07 was canceled.

IFB 13-B10, with the revised Scope of Work, was issued April 15, 2013 and was due May 16, 2013. Two (2) bids were received as follows:

LYNX Board Agenda

Magnadata USA, Inc.	\$498,000.
Electronic Data Magnetics, Inc.	\$580,000.

The new bid resulted in lower prices from both vendors. As such, staff is recommending Magnadata USA, Inc. for award as they are the lowest responsive and responsible bidder. Magnadata USA, Inc. is currently providing fare media for New York City Transit, San Francisco MUNI and the Greater Cleveland Regional Transit Authority.

LYNX' Finance staff will test a sample of the fare cards provided by Magnadata USA, Inc. prior to implementing the new card stock.

FISCAL IMPACT:

LYNX staff included \$85,000 in the FY2013 Adopted Operating Budget to support the printing of bus passes. In FY2012, LYNX expended \$97,550 for bus pass printing under contract to Electronic Data Magnetics, Inc. (EDM). The bus pass printing contract is a three (3) year not to exceed \$498,000.

Bid Number: 13-B10
 Title: Printing and Encoding of Fare Cards
 Due Date: 05/09/13
 Bid Opening Time: 2:00 PM

Year One												
CLIN	Description	QTY	Magnadata					Total Cost	Unit Price	Unit Price	EDM Unit Price	Total Cost
			Unit Price	Unit Price	Unit Price	Unit Price	Unit Price					
1001	Trim Issued Fare Cards (Transfers) (7 mil)	2500		24.00			60000.00	20.00			50000.00	
1002	Single Ride (7 mil)	200		20.00			4000.00	45.00			9000.00	
1003	Point Of Sale (Poly) Transfers	200		40.00			8000.00	100.00			20000.00	
1004-21	* Mix of Tickets	400		69.00			27600.00	90.00			36000.00	
1022	Artwork Charge for New Cards			-							250	
1023	Break in Production Run for New Orders			-							750	
	Total		Total			Total	99,600.00	Total		Total	116,000.00	

Year Two												
CLIN	Description	QTY	Magnadata					Total Cost	Unit Price	Unit Price	Unit Price	Total Cost
			Unit Price	Unit Price	Unit Price	Unit Price	Unit Price					
2001	Trim Issued Fare Cards (Transfers) (7 mil)	2500		24.00			60000.00	20.00			50000.00	
2002	Single Ride (7 mil)	200		20.00			4000.00	45.00			9000.00	
2003	Point Of Sale (Poly) Transfers	200		40.00			8000.00	100.00			20000.00	
2004-21	* Mix of Tickets	400		69.00			27600.00	90.00			36000.00	
2022	Artwork Charge for New Cards			-			250				250	
2023	Break in Production Run for New Orders			-							750	
	Total		Total			Total	99,850.00	Total		Total	116,000.00	

Year Three												
CLIN	Description	QTY	Magnadata					Total Cost	Unit Price	Unit Price	Unit Price	Total Cost
			Unit Price	Unit Price	Unit Price	Unit Price	Unit Price					
3001	Trim Issued Fare Cards (Transfers) (7 mil)	2500		24.00			60000.00	20.00			50000.00	
3002	Single Ride (7 mil)	200		20.00			4000.00	45.00			9000.00	
3003	Point Of Sale (Poly) Transfers	200		40.00			8000.00	100.00			20000.00	
3004-21	* Mix of Tickets	400		69.00			27600.00	90.00			36000.00	
3022	Artwork Charge for New Cards			-			250				250	
3023	Break in Production Run for New Orders			-							750	
	Total		Total			Total	99,850.00	Total		Total	116,000.00	

Bid Number: 13-B10
 Title: Printing and Encoding of Fare Cards
 Due Date: 05/09/13
 Bid Opening Time: 2:00 PM

Year Four												
CLIN	Description	QTY	Unit Price	QTY	Unit Price	Unit Price	Unit Price	Total Cost	Unit Price	Unit Price	Unit Price	Total Cost
4001	Trim Issued Fare Cards (Transfers) (7 mil)			2500		24.00		60000.00		20.00		50000.00
4002	Single Ride (7 mil)			200		20.00		4000.00		45.00		9000.00
4003	Point Of Sale (Poly) Transfers			200		40.00		8000.00		100.00		20000.00
4004-21	* Mix of Tickets			400		69.00		27600.00		90.00		36000.00
4022	Artwork Charge for New Cards					-		250				250
4023	Break in Production Run for New Orders					-						750
	Total							99,850.00				116,000.00

Year Five												
CLIN	Description	QTY	Unit Price	QTY	Unit Price	Unit Price	Unit Price	Total Cost	Unit Price	Unit Price	Unit Price	Total Cost
5001	Trim Issued Fare Cards (Transfers) (7 mil)			2500		24.00		60000.00		20.00		50000.00
5002	Single Ride (7 mil)			200		20.00		4000.00		45.00		9000.00
5003	Point Of Sale (Poly) Transfers			200		40.00		8000.00		100.00		20000.00
5004-21	* Mix of Tickets			400		69.00		27600.00		90.00		36000.00
5022	Artwork Charge for New Cards					-		250				250
5023	Break in Production Run for New Orders					-						750
	Total							99,850.00				116,000.00

Grand Total 5 Year Bid Price 499,000.00 0.00 0.00 580,000.00

FROM: Sheena Bartley

TO: Patti Bryant

DATE: May 09, 2013

SUBJECT: **Transition Schedule**

05/23/13 Board Meeting

1 Week Encoded Files & Graphics

2 Weeks Samples

5 – 7 days Shipping

5 – 7 days Testing

1 to 2 weeks Amendments (if needed) / Approval of Passes

2 Weeks Procurement Develops Contract/Procurement receives signed contract / Executed

1-3 days Requisition

1 Day Purchase Order

6 – Weeks Delivery

13 - Weeks

Consent Agenda Item #5.D. i

To: LYNX Board of Directors

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

Phone: 407.841.2279 ext: 6119

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

Date: 5/23/2013

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to increase Contract #13-C15 with Baker Hostetler LLP for labor and employment legal services in the amount of \$75,000 bring the total to \$175,000 for the first Contract year due to unforeseen legal expenses, and to amend the FY2013 Amended Operating Budget accordingly.

BACKGROUND:

Per Governing Board approval on January 31, 2013, LYNX entered into a contract with Baker Hostetler LLP for Labor and Employment Law Services. The current contract amount is not to exceed \$100,000 per year, \$500,000 in total over five (5) years (three (3) years plus two (2) one (1) year options). Labor and Employment Law service requirements have increased over the last seven (7) months due to Union Negotiations and legal analysis of Defined Benefit Pension versus Defined Contribution for LYNX implementation. During this time additional legal services were obtained through Baker Hostetler for counsel related to pension redesign.

In order to fund the current liability over the authorized contract and potential expenses for the balance of the fiscal year, it is necessary to amend the contract and increase the previously approved amount by \$75,000.

FISCAL IMPACT:

LYNX staff, upon approval by the Board, will amend the FY2013 Amended Operating Budget for the additional \$75,000, which will be funded from operating reserves.

Consent Agenda Item #5.D. ii

To: LYNX Board of Directors

From: **Stuart Boggs**
DIRECTOR OF PLANNING & DEVELOPMENT
Laura Minns
(Technical Contact)
Daniel Healey
(Technical Contact)

Phone: 407.841.2279 ext: 6009

Item Name: Miscellaneous
Authorization to Enter into a Joint Project Agreement with the Orlando Utilities Commission for the Construction of the Parramore BRT Project

Date: 5/23/2013

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to negotiate and enter into a Joint Project Agreement (JPA) with the Orlando Utilities Commission (OUC) for the Parramore Bus Rapid Transit (BRT) Project with an estimated amount of \$944,506.

BACKGROUND:

As part of the construction of the Parramore BRT Project, water and electrical utilities are required to be relocated into the new right-of-way being constructed by LYNX. This required an agreement between LYNX and OUC to pay for the cost of construction and materials necessary for the project. The cost is estimated at \$944,506. These items are also to be included as part of the local match for the project.

PROPOSED NEW EXPANSION:

The project will add an additional 2.1 miles of BRT to the existing LYMMO system. The system will require 3 additional hybrid diesel buses to support the project. It will also include real time passenger information and new stations/stops along the route. Service is expected to begin in the late spring of 2014.

FISCAL IMPACT:

The \$944,506 in-kind value associated with OUC improvements will be a portion of the 20% local match in the amount of \$3,250,000 as required by the Federal grant for the Parramore BRT Project. This in-kind match will be presented to the Federal Transit Authority (FTA) for review and approval as applicable. The remaining 20% local match will be funded by the City of Orlando.

Consent Agenda Item #5.D. iii

To: LYNX Board of Directors

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

Phone: 407.841.2279 ext: 6009

Item Name: Miscellaneous
Authorization to Negotiate a Memorandum of Agreement with the Orlando Housing Authority for the Moving to Work (MTW) Demonstration Program Implementation

Date: 5/23/2013

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the CEO or his designee to negotiate a Memorandum of Agreement (MOA) with the Orlando Housing Authority (OHA) to provide off-hour transportation to major job sites for the Moving to Work (MTW) program participants, and amend the FY2013 Adopted Operating Budget, accordingly.

BACKGROUND:

The Orlando Housing Authority (OHA) has been designated by the United States Department of Housing and Urban Development (HUD) as a Moving to Work (MTW) agency. The MTW Program Demonstration is a ten-year program that allows housing authorities, with the approval of HUD to implement incentives that encourage low income persons to become self-sufficient. The OHA began implementation of its MTW Demonstration Program in 2011.

OHA's MTW goals, objectives and activities relate to the three purposes established by HUD: (A) increase cost effectiveness, (B) increase self-sufficiency and (C) increase housing choices for low-income families. The OHA is the owner of fourteen (14) public housing developments in the City of Orlando and Orange County, nine (9) of which are family complexes: Ivey lane Homes (184 units), Griffin Park (182 units), Reeves Terrace (176 units), Lake Mann Homes (210 units), Murchison Terrace (190 units), Citrus Square (87 units), Omega apartments (74 units), Marden Meadows (45 units) and the Landings at Carver Park (56 units). This MTW designation allows

OHA to use the funding that it receives from HUD to encourage its residents, who are not elderly or disabled, to become self-sufficient.

LYNX and OHA are developing a partnership through a MOA to devise a plan to provide greater access to job opportunities for MTW Resource Center program participants through an expansion of operations during off hours (late evenings and nights). The goal is to make affordable transportation available when it is needed. In March 2013, LYNX and OHA staff began meeting with residents of public housing complexes to conduct surveys of their transportation needs. It is the goal of this MOA to finalize the MTW transportation plans in spring 2013.

Pending completion of the needs assessment plan for the OHA MTW participants and the development of transportation options, MTW funding for transportation implementation will be determined as part of the MOA negotiation.

Attached is a draft MOA currently under review by LYNX and OHA staff.

FISCAL IMPACT:

LYNX staff will amend the FY2013 Operating Budget to include the agreed upon expense and revenue for all service related to the MTW Demonstration Program. Per the MOA, LYNX staff will include applicable revenue and expenses in the FY2014 Operating Budget.

MEMORANDUM OF AGREEMENT BETWEEN THE HOUSING AUTHORITY
OF THE CITY OF ORLANDO AND LYNX

PURPOSE

This Memorandum of Agreement (**MOA**) dated this _____ day of _____ 2013, describes the relationship and agreed responsibilities between the Housing Authority of the City of Orlando (“*OHA*”) and LYNX, located at 455 N. Garland Avenue, Orlando, Florida 32801 (“*LYNX*”) with respect to providing transportation options to residents of *OHA*’s communities to Central Florida employment centers.

BACKGROUND STATEMENT

The *OHA* is a political subdivision of the State of Florida, funded primarily by the United States Department of Housing and Urban Development (“*HUD*”), and governed by a seven-member Board of Commissioners appointed by the Mayor of the City of Orlando. *OHA*’s mission is “To offer a choice of safe and affordable housing options and opportunities for economic development for the residents of Orlando and Orange County.”

The *OHA* has been designated by HUD as a Moving to Work (MTW) agency. This designation allows *OHA* to use the funding that it receives from HUD to encourage its residents, who are not elderly or disabled, to become self sufficient.

The *OHA* strives to develop working relationships with experienced service providers in the Orlando area who utilize best practices. By working together, *OHA* is able to provide comprehensive, high quality and result oriented programs and services to its residents.

The *OHA* is the owner of fourteen (14) public housing developments in the City of Orlando and Orange County, nine (9) of which are family complexes: Ivey lane Homes (184 units), Griffin Park (182 units), Reeves Terrace (176 units), Lake Mann Homes (210 units) , Murchison Terrace (190 units), Citrus Square (87 units), Omega apartments (74 units), Marden Meadows (45 units) and the Landings at Carver Park (56 units).

GENERAL RESPONSIBILITIES OF OHA

The *OHA* agrees to pay *LYNX* a fee to provide additional transit routes to accommodate its residents that participate in the MTW program to designated employment centers throughout Central Florida.

GENERAL RESPOSNISIBILITIES OF LYNX

- A. Will provide *OHA* residents with the most efficient transportation services to and from *OHA* housing developments to designated Central Florida employment centers. These may be available up to seven days per week and will be designed to allow *OHA*'s residents to seek and engage in employment opportunities offered during non-traditional work hours (3 p.m. – 11p.m., 11 p.m. – 7 a.m. weekdays, and weekends).
- B. Will provide vehicles and drivers to transport *OHA* residents.
- C. Will provide monthly reports summarizing the ridership of *OHA* residents from each housing development.
- D. Will comply with the requirements of the provisions and standards set forth in 24 CFR Part 84 (“Grants and Agreements with Institutions of Higher Education, Hospitals, and other Non-Profit Organizations” or the Nonprofit Administrative Requirements”) and OMB Circular A-122 (“cost Principles for Nonprofit Organizations”) as required by *OHA*.

BUDGET

A detailed line item budget is attached to this agreement as Exhibit A.

REPORTS

LYNX will provide *OHA* with monthly reports detailing the daily ridership of the *OHA* residents from each *OHA* community to the designated employment centers. Reports must be received by *OHA* within the first 10 business days of the month following the previous month's activity.

PAYMENT PROVISIONS

LYNX will submit an invoice for payment with the monthly report. The invoice must be on *LYNX* letterhead and signed by the CEO, or his designee.

TERM

The term of this **MOA** shall be from _____, 2013 to _____, 2014, or until validly terminated prior to the end of this term by the parties hereto in writing.

TERMINATION

During the term of this **MOA**, it may be terminated by either party hereto, or mutually by both parties hereto, at any time, in writing with 30 days notice to the other party.

MODIFICATION

The parties hereto agree that any amendment, change and/or modification of this **MOA**, must be submitted in writing by the party seeking the change to the other party at least thirty (30) days prior to the proposed amendment, change and/or modification taking effect. The proposed amendment, change and/or modification must be agreed to in writing by the authorized representative of the other party in order for it to take effect.

ASSIGNMENT

Neither party shall assign their obligation under this **MOA**, without first obtaining the advance written consent of the other party.

INVALIDITY

During the term of this **MOA**, if in any respect any provision of this **MOA**, in whole or in part, shall prove to be invalid for any reason, each invalidity shall only affect the part of such provision which shall be invalid, and in all other respects shall stand as if such invalid provision had not been made, and it shall fail to extent of any other portion or provision of this **MOA**.

PROGRAM CONTACT INFORMATION

Each party hereby designates the following as the program contacts for their respective organization. All notices referenced herein shall be sent to their attention during the term of this **MOA**. These designated contacts may be changed at the discretion of either party to this **MOA** upon written notice of the other party.

OHA:

The Housing Authority of the city of Orlando, Florida
390 N. Bumby Avenue
Orlando, Florida 32803
(407) 895-3300

LYNX: _____

LYNX, Central Florida Regional Transportation Authority
455 N. Garland Avenue
Orlando, Florida 32801
(407) 841-2279

ENTIRE AGREEMENT

This MOA, and any attachment and/or exhibits hereto, contain the entire agreement between the parties and shall not be modified in any manner except by instrument, in writing, executed by the parties or their respective successors in interest. This MOA supersedes any and all agreements, regardless of whether oral or in writing between the parties hereto relative to the subject matter addressed in this MOA.

IN WITNESS WHEREOF, the said parties by and through their respective authorized representatives have hereunto set their hands and seals the day and year first above written at Orlando, Florida.

THE HOUSING AUTHORITY OF THE CITY OF ORLANDO

Witness or Attest:

BY: _____
VIVIAN BRYANT, ESQ.
President/CEO

LYNX

Witness or Attest:

BY: _____
JOHN M. LEWIS, CEO

Consent Agenda Item #5.D. iv

To: LYNX Board of Directors

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

Phone: 407.841.2279 ext: 6009

Item Name: Miscellaneous
Authorization to Initiate the Public Participation Process for the August 2013 Service Changes

Date: 5/23/2013

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to initiate the public participation process for consideration of proposed service efficiency changes. Authorization is requested for this process to begin immediately for the August 11, 2013 service changes.

BACKGROUND:

In an effort to streamline the fixed route bus service for efficiency, route restructuring proposals are being developed which may impact some Links. Staff is seeking public input as to how proposed changes will affect the community. LYNX' Public Participation Program requires that these proposals be presented to the public in the form of workshops and/or public hearings. Staff will compile comments from the workshops and incorporate them into final restructuring proposals. At this time staff does not anticipate any service reductions that would mandate public hearings, but prefers to seek public participation to further provide input on the proposed changes.

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

LYNX Board Agenda

To date, staff has identified the following proposed service efficiencies under review for the August 11, 2013 service changes:

- Splitting Link 4 into two routes. Link 107 would operate between LYNX Central Station and Florida Mall. Link 4 would maintain the alignment between Florida Mall and Osceola Square Mall.
- Exchange of alignments on Links 15 and 51 between LYNX Central Station and Curry Ford Road & Conway Road. Link 15 would operate between LYNX Central Station and Conway Road via Orange Avenue, Anderson Street, Bumby Avenue and Curry Ford Road. Link 51 would operate between LYNX Central Station and Curry Ford Road via Robinson Street, Colonial Plaza Superstop, Primrose Drive, Anderson Street, Lake Underhill Road and Conway Road.
- Additional systemwide schedule adjustments to improve on-time performance and connectivity.

Staff will bring the workshop results back to the Board and seek their approval of the final proposed service changes for August 11, 2013 at the July 2013 Board meeting.

FISCAL IMPACT:

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

August 11, 2013 Service Change

Link #	Link Name	Internal Change	External Change	Confirmed?
1	Winter Park / Altamonte Springs	Interline with Links 9, 14 and 23 at Winter Park Village. Adjust running times to eliminate early arrivals in Eatonville and to accommodate new interline combination	Adjust schedule to improve on-time performance.	
3	Lake Margaret	Interline with Link 313 at LCS on weekdays and Saturdays, and Link 13 at LCS on Sundays.	Adjust evening schedule to improve connectivity.	
4	South US 441 / Kissimmee	Assign all remaining Link 4 blocks to Osceola division.	Split route at Florida Mall. Segments between LCS and Florida Mall will become new Link 107. Segments between Florida Mall and Osceola Square Mall will remain as Link 4.	
6	Dixie Belle Drive	Move recovery to Dixie Belle Dr. & Gatlin Ave. to provide improved restroom access at 7-Eleven.	Adjust schedule to balance headways along Lake Underhill Road and Primrose Drive.	
7	South Orange Avenue / Florida Mall	Interline with Link 11 at LCS. Adjust schedule to accommodate new interline combination. Adjust routing to accommodate new lane assignment at LCS.	Adjust schedule to improve on-time performance and connectivity.	
8	West Oak Ridge Road / International Drive		Adjust schedule to improve on-time performance. Adjust inbound routing via Parramore Avenue to Amelia Street.	
9	Winter Park / Rosemont	Interline with Links 1, 14 and 23 at Winter Park Village. Adjust running times to eliminate early arrivals in Eatonville and to accommodate new interline combination	Adjust schedule to improve on-time performance.	
10	East US 192 / St. Cloud	Adjust schedule to better distribute recovery between Links 10, 26 and 426.	Add partial westbound afternoon trip between TECO and Osceola Square Mall. Adjust schedule to improve on-time performance and connectivity.	
11	South Orange Avenue / Orlando International Airport	Interline with Links 7 and 13 at LCS. Add interline with Link 111 during evening hours and on Sundays at OIA. Adjust schedule to accommodate new interline combination. Adjust routing to accommodate new lane assignment at LCS.	Adjust schedule to improve on-time performance and connectivity.	
13	University Boulevard / UCF	Interline with Link 11 at LCS on weekdays and Link 3 at LCS on Sundays. Adjust evening schedule to depart LCS at :45.	Adjust schedule to improve on-time performance and connectivity.	
14	Calvary Towers	Interline with Links 1, 9 and 23 at Winter Park Village.		
15	Curry Ford Road / Valencia College East	Adjust Sunday schedule to arrive at LCS at :05.	Adjust routing to operate current Link 15 alignment between LCS and Curry Ford Rd. & Conway Rd. Adjust schedule to improve on-time performance and connectivity.	
17	North US 441 / Apopka	Adjust peak hour trippers. Morning trips will deadhead outbound. Afternoon trips will deadhead inbound.	Adjust weekday peak hour trips to meet passenger demand. Adjust schedule to improve on-time performance.	
18	South Orange Avenue / Kissimmee	Adjust schedule to accommodate changes in Link 7 and 11 schedules.	Adjust schedule to improve on-time performance and connectivity.	
20	Malibu / Mercy Drive	Interline with Link 21 at LCS on weekdays and Saturdays, and Link 40 on Sundays. Adjust evening and Sunday schedule to depart LCS at :45.	Adjust evening schedule to improve connectivity.	
21	Universal Orlando / Turkey Lake Road	Interline with Links 20 and 54 on weekdays and Saturdays; and Link 36 on Sundays. Adjust Sunday schedule to arrive at LCS at :05.	Adjust schedule to improve on-time performance and connectivity.	
23	Winter Park / Springs Village	Interline with Links 1, 9 and 14 at Winter Park Village.	Adjust schedule to improve on-time performance and connectivity.	
24	Millenia	Break interline. Operate as stand-alone route from LOC division.		

August 11, 2013 Service Change

Link #	Link Name	Internal Change	External Change	Confirmed?
25	Mercy Drive / Shader Road	Interline with Link 36 at LCS on weekdays and Saturdays; and Link 319 on Sundays. Change weekday and Saturday departures to :15 and :45.	Adjust Sunday and evening schedule to improve connectivity.	
26	Pleasant Hill Road / Poinciana	Adjust peak hour trippers. Morning trips will deadhead outbound. Afternoon trips will deadhead inbound.	Adjust weekday peak hour trips to meet passenger demand. Adjust schedule to improve on-time performance.	
28	East Colonial Drive / Azalea Park	Move end-of-line one stop north on SR 436 to provide better restroom accommodations.	Adjust schedule to improve on-time performance. Move timepoint from Grant Street to Curry Ford Road.	
29	East Colonial Drive / Goldenrod		Adjust schedule to improve on-time performance.	
34	Sanford / Goldsboro	Adjust schedule to accommodate new interline with Links 46E and 46W at Seminole Centre.	Adjust schedule to improve on-time performance and connectivity.	
36	Lake Richmond	Interline with Link 25 at LCS on weekdays and Saturdays, and Link 21 at LCS on Sundays. Weekday and Saturday :00 departures to LB McLeod then 33rd. Weekday and Saturday :30 departures to 33rd then LB McLeod.	Adjust schedule to improve on-time performance and connectivity.	
37	Pine Hills / Florida Mall		Adjust schedule to improve on-time performance.	
40	Americana Boulevard / Universal Orlando	Operate as weekday and Saturday stand-alone route from LOC division departing LCS at :45 and returning at :35. Interline with Link 20 on Sundays.	Adjust routing to operate in both directions along Division Avenue. Adjust schedule to improve on-time performance and connectivity.	
41	State Road 436		Adjust schedule to improve on-time performance.	
42	International Drive / Orlando International Airport	Interline with Link 51 at OIA on Sundays.	Adjust schedule to improve on-time performance.	
45	Lake Mary	Adjust schedule to accommodate new interline with Links 46E and 46W at Seminole Centre.	Adjust schedule to improve on-time performance and connectivity.	
46E	French Avenue / Midway	Adjust schedule to accommodate new interline with Links 34 and 45 at Seminole Centre.	Adjust schedule to improve on-time performance and connectivity.	
46W	French Avenue / Seminole Towne Center	Adjust schedule to accommodate new interline with Links 34 and 45 at Seminole Centre.	Adjust schedule to improve on-time performance and connectivity.	
48	West Colonial Drive / Powers Drive		Adjust schedule to improve on-time performance.	
49	West Colonial Drive / Pine Hills Road		Adjust schedule to improve on-time performance.	
51	Conway Road / Orlando International Airport	Interline with Link 111 at OIA during daytime hours and with Link 42 at OIA on Sundays. Adjust weekday and Saturday daytime schedule to depart LCS at :30.	Adjust routing to operate current Link 51 alignment between LCS and Curry Ford Rd. & Conway Rd. Adjust schedule to improve on-time performance and connectivity.	
54	Old Winter Garden Road	Interline with Link 21 at LCS. Adjust schedule to depart LCS at :30.	Adjust schedule to improve on-time performance and connectivity.	
55	West US 192 / Four Corners	Adjust schedule to accommodate new interline with Link 56 at Osceola Square Mall. Move EOL to xxxxxxx?	Adjust schedule to improve on-time performance and connectivity.	
56	West US 192 / Magic Kingdom	Adjust schedule to accommodate new interline with Link 56 at Osceola Square Mall.	Adjust schedule to improve on-time performance and connectivity.	
57	John Young Parkway	Break interline. Operate as stand-alone route from Osceola division.	Adjust schedule to improve on-time performance.	
102	North Orange Avenue / Maitland	Interline with Link 103 at Fernwod & Oxford and remove turn-around routing. Adjust Sunday and evening schedule to depart LCS at :15 and :45.	Correct timepoint #2 location (Orabge Avenue & Princeton Street). Adjust schedule to improve on-time performance and connectivity.	
103	North US 17-92 / Sanford	Interline with Link 103 at Fernwod & Oxford and remove turn-around routing.	Adjust schedule to improve on-time performance and connectivity.	

August 11, 2013 Service Change

Link #	Link Name	Internal Change	External Change	Confirmed?
104	East Colonial Drive / UCF	Adjust schedule to accommodate new interline with Link 105 at LCS on Sundays. Adjust routing to/from LCS to accommodate bay change.	Adjust schedule to improve on-time performance and connectivity.	
105	West Colonial Drive / West Oaks	Adjust schedule to accommodate new interline with Link 104 at LCS on Sundays.	Adjust schedule to improve on-time performance and connectivity. Correct Westside Tech trip (6:45 a.m.).	
107	South Orange Blossom Trail / Florida Mall	Operate from LOC with articulated buses.	New route created from Link 4 segments between LCS and Florida Mall. Operate at same frequency as current Link 4.	
111	Orlando International Airport / Sea World	Interline with Link 51 during the daytime and Link 11 during evening hours and Sunday.		
125	Silver Star Road	Adjust Saturday schedule to depart LCS at :15 and :45; Sunday and evening schedule to depart LCS at :45.	Adjust schedule to improve on-time performance and connectivity.	
204	Clermont Express		Discontinue Service?	
304	Rio Grande Downtown Disney Direct		Adjust routing between Nickelodeon Suites and LBV Resort Village & Spa.	
313	Winter Park	Interline with Link 3 at LCS and Link 443 at Winter Park Hospital.	Adjust schedule to improve on-time performance and connectivity. Eliminate turn-around routing behind Winter Park Hospital.	
319	Richmond Heights	Interline with Link 25 on Sundays.	Adjust schedule to improve on-time performance.	
405	Apopka Circulator		Adjust schedule to improve connectivity.	
441	US 441 FastLink		Adjust schedule to improve on-time performance.	
443	Winter Park / Pine Hills	Interline with Link 313 at Winter Park Hospital. Maintain stand-alone operation on Sundays (bus will deadhead behind Winter Park Hospital for turn-around).	Adjust schedule to improve on-time performance and connectivity. Eliminate turn-around routing behind Winter Park Hospital.	

Consent Agenda Item #5.D. v

To: LYNX Board of Directors

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

Phone: 407.841.2279 ext: 6017

Item Name: Miscellaneous
Authorization to Enter Into Sole Source Negotiations with Trapeze Group to Develop and Execute a Master Contract to Consolidate All Current Trapeze Group Software and Services; to Novate the Current Agreement with Mentor Engineering into the Contract; and to Purchase a New Trapeze Module for Interactive Voice Response (IVR)

Date: 5/23/2013

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to enter into sole source negotiations with Trapeze Group to form and execute a comprehensive Master Contract to control all current and future licenses, services, and costs relating to Trapeze products and services; to approve all annual maintenance and licensing fees for the current software found on Table 1 as part of the annual budget approval process; and to authorize the purchase of the Trapeze Interactive Voice Response (IVR) module at a not to exceed cost of \$170,000.

BACKGROUND:

Trapeze Group Inc. (Trapeze) currently provides automated scheduling, run-cutting, blocking, reporting, planning, Automatic Vehicle Location (AVL) and associated technology to LYNX through a variety of software modules. In recent years as various software modules and functionalities have been added to the Trapeze software suite, and by way of a series of acquisitions by Trapeze, the relationship between Trapeze and LYNX has broadened to include integrated vehicle maintenance and material control software. The most recent acquisition (Mentor Engineering – the firm that provides LYNX AVL technology) occurred in January of 2013.

The table below summarizes the subject Trapeze Products:

Table 1

Trapeze Group Modules	
Product	Use
PASS	Scheduling/routing/dispatch
PASS CERT	Eligibility certification
PASS WEB (SMS/Email)	Online trip booking
PASS INFO Server IVR	Schedule lookup
PASS MON	Mobile Computing Interface
FLEX	Flex Route Scheduling
FLEX MON	Mobile Computing Interface
FX	Rostering
BLOCKBUSTER	Run-cutting
OPS	Operations management
OPS WEB	Online Access to OPS data
OPS MON	Mobile Computing Interface
OPS - Yard Management	Driver Check-In
EAM FA	Asset Tracking and Maintenance
OPS IVR (Requested Not Awarded)	Notification of bus operators regarding schedules via interactive voice response, text, or email

LYNX Procurement Department negotiation objectives would be as follows:

1. Consolidate all ongoing current Trapeze contracted services and costs into a single Master Contract to enhance control, process efficiency, and cost containment;
2. Novate into the new Master Contract current services and costs accounted for under the agreement with Mentor Engineering (Mentor) that are required due to their recent acquisition by Trapeze;
3. Provide for a contractual means to capitalize eligible expenses associated with software upgrades, and
4. Add the negotiated capital and ongoing expenses associated with the acquisition of the Trapeze OPS IVR module as described below.

OPS-IVR Module

In 2010 under a contract with Mentor Engineering Inc., LYNX replaced MIDAS BD (Bid Dispatch) with Trapeze OPS (Operations). At the time MIDAS BD; which had been previously purchased by Trapeze was being obsolesced by Trapeze. After using Trapeze OPS for two (2) years LYNX would like to move forward with the procurement and installation of an OPS-IVR upgrade.

This upgrade to OPS-IVR will reduce a significant number of labor hours spent answering the phone whereby, the window dispatcher informs a driver of their work for the upcoming day. OPS-IVR allows the driver to call a dedicated line to retrieve their work assignment or it may be set up to automatically contact the driver through voice annunciation, e-mail or some other short message service thus freeing up the window dispatcher to perform other duties.

Trapeze has the proprietary rights to the run cutting and scheduling software currently in use as described in Table 1. In cases where data produced or derived from Trapeze modules is required to achieve optimal automation, integration with other third party providers has proven difficult and costly. In such cases, where there are restricted patent or data rights, FTA regulations allow for use of procurement methods that restrict full and open competition (sole source). It is staff's plan to utilize sole source procedures to acquire the above described technology. Staff is requesting authorization to account for acquisition of this module in the language drafted for the new Trapeze Master Contract.

FISCAL IMPACT:

LYNX staff included \$170,000 in federal funds in the FY2013 Amended Capital Budget for interactive voice response technology.

LYNX staff has included the individual maintenance contracts for existing Trapeze and Mentor software in the FY2013 Amended Operating Budget. If negotiations commence and are successful in securing a consolidated contract, the maintenance fees under the consolidated contract should be supported by the existing FY2013 Amended Operating Budget contract maintenance fees for the aforementioned vendors.

Consent Agenda Item #5.D. vi

To: LYNX Board of Directors

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

Phone: 407.841.2279 ext: 6017

Item Name: Miscellaneous
Authorization to Ratify Resolution Approving the Appointment of a Management Appointee to the Board of Trustees for the Amalgamated Transit Union Local 1596 Pension Plan

Date: 5/23/2013

ACTION REQUESTED:

Staff is seeking the Board of Directors' ratification of Resolution Approving the Appointment of a Management Appointee to the Board of Trustees for the Amalgamated Transit Union Local 1596 Pension Plan.

BACKGROUND:

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

On May 14, 2013 at the regularly scheduled meeting of the Trustees, a number of administrative matters were scheduled to be considered. It was in the interest of the parties for the matters to be considered as scheduled rather than a postponement of the meeting. Pursuant to LYNX' Administrative Rule 2.9.1.(C), LYNX' Chief Executive Officer, with the approval of the Chairman of the Board, took the action to fill the management vacancy existing on the Amalgamated Transit Union Local 1596 Pension Plan Board of Trustees.

Ms. Blanche Sherman was appointed to fill the vacancy created by the removal of Ms. Lisa Darnall on the Trustee Board through the expiration of Ms. Darnall's term, November 30, 2013.

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

Dated as of May 10, 2013

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

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

WHEREAS, the Employer desires to remove Lisa Darnall from the Board of Trustees of the Plan; and

WHEREAS, immediately following the removal of Lisa Darnall from the Board of Trustees of the Plan, the Employer desires to appoint Blanche Sherman to the Board of Trustees of the Plan;

WHEREAS, the Employer's Chief Executive Officer is authorized to pursuant to Section 2.9.1(C) of the Employer's Administrative Rules to adopt these resolutions.

NOW, THEREFORE, BE IT RESOLVED, that effective as of the date hereof Lisa Darnall is hereby removed from the Board of Trustees; and be it further

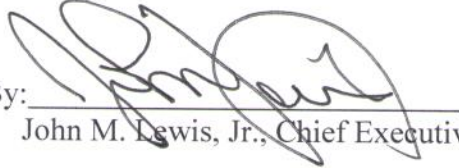
RESOLVED, that immediately following the removal of Lisa Darnall from the Board of Trustees of the Plan, the Employer hereby appoints Blanche Sherman to the Board of Trustees of the Plan; and be it further

RESOLVED, that any Senior Officer of the Employer (as defined in the Employer's Administrative Rules) is authorized to prepare and execute, on behalf of the Employer, any documents necessary to effectuate the removal and appointment to the Board of Trustees contemplated by these resolutions, and perform any other acts necessary to implement the removal and appointment to the Board of Trustees of the Plan as contemplated by these resolutions.

[Signature appears on following page]

IN WITNESS WHEREOF, the undersigned have executed these resolutions as of the date first set forth above.

CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY

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

Consent Agenda Item #5.D. vii

To: LYNX Board of Directors

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

Phone: 407.841.2279 ext: 6017

Item Name: Miscellaneous
Authorization to Issue a Purchase Order in the Amount of \$936,299 to Alliance Bus Group d/b/a First Class Coach Sales Under the Florida Department of Transportation's (FDOT) Florida Vehicle Procurement Program's (TRIPS) State Contract #TRIPS-11-CA-FCCSC for Thirteen (13) Paratransit Replacement Vehicles

Date: 5/23/2013

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to issue a Purchase Order in the amount of \$936,299 to Alliance Bus Group (dba First Class Coach Sales) under the Florida Department of Transportation's (FDOT) Florida Vehicle Procurement Program's (FVPP) State Contract #TRIPS-11-CA-FCCSC for thirteen (13) paratransit replacement vehicles.

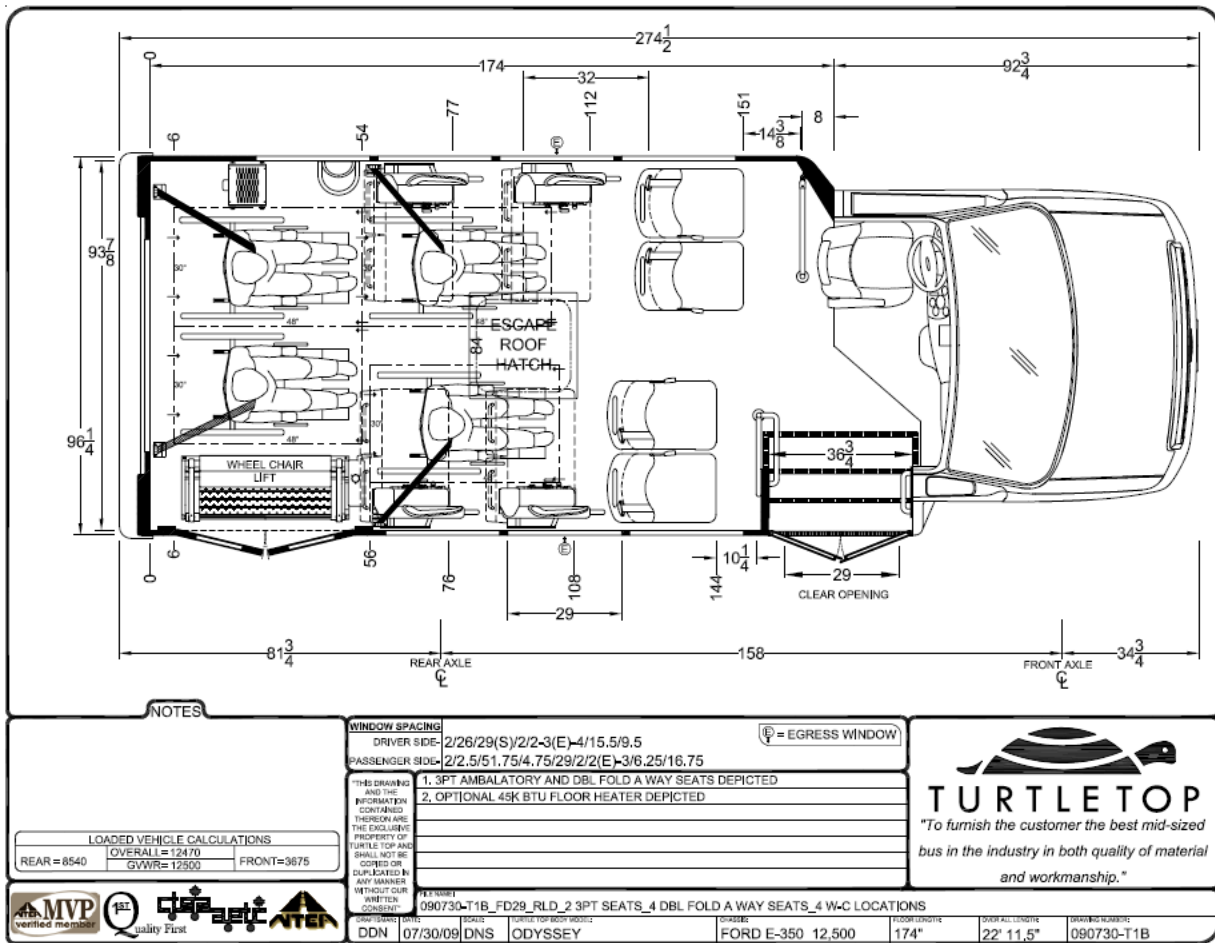
BACKGROUND:

LYNX' goal is to purchase all the paratransit vehicles operated in the future and provide them to our contracted provider for utilization. This will allow LYNX to use capital grant funds to procure the vehicles, rather than using local operating dollars paid to our contracted provider. Further, LYNX will save the financing costs and taxes that are passed through as an expense built into the provider's capital cost. LYNX has already provided one hundred fourteen (114) paratransit vehicles to MV Transportation to operate in exchange for a reduction in invoiced expenses. These additional thirteen (13) replacement vehicles will represent about 79% of the current fleet.

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

LYNX Board Agenda

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



The proposed procurement will be for thirteen (13) Turtle Top “Odyssey” models (pictured), to be built on Ford chassis with three varying seating capacities on each vehicle (using foldaway seating) of:

LYNX Board Agenda

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

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

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

Ford E450, 22'10" length, 5.4L Gas	\$61,648
Freedman Standard Seats	\$ 1,040
Freedom Foldaway Seats	\$ 3,320
Q'Straint QRTMAX Securement Systems	\$ 2,120
Ricon Side Wheelchair Lift	\$ 3,200
Amerex Small Vehicle System (automatic fire suppression)	\$ 15
Romeo Rim HELP Rear Bumper	\$ 680
Total	\$72,023

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

LYNX' DBE program requires that each transit vehicle manufacturer as a condition to bid for or propose on FTA-assisted vehicle procurements must provide certification of compliance with the requirements of the regulations by having an established annual overall percentage goal approved by FTA. LYNX does not establish a specific goal for this project.

FISCAL IMPACT:

LYNX staff included \$2,480,000 in the FY2013 Amended Capital Budget for the purchase of thirty one (31) paratransit vehicles, other than contingency.

	<u>No. of Vehicles</u>	<u>Amount</u>
FY2013 Amended Capital Budget	31	\$2,480,000
Requested January 31, 2013 Board Meeting	12	852,396
Balance Available in FY2013 Amended Capital Budget	19	\$1,627,604

Consent Agenda Item #5.D. viii

To: LYNX Board of Directors

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

Phone: 407.841.2279 ext: 6017

Item Name: Miscellaneous
Authorization to Execute a Five Year Memorandum of Agreement with the Florida Commission for the Transportation Disadvantaged (CTD) for LYNX to Serve as the Community Transportation Coordinator (CTC) for Orange, Osceola and Seminole Counties

Date: 5/23/2013

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to execute a five year Memorandum of Agreement (MOA) with the Florida Commission for the Transportation Disadvantaged (CTD) for LYNX to serve as the Community Transportation Coordinator (CTC) for Orange, Osceola and Seminole Counties through June 30, 2018.

BACKGROUND:

Under Chapter 427, Florida Statutes, the Designated Official Planning Agency (DOPA) is tasked with recommending to the Commission for the Transportation Disadvantaged (CTD) a single Community Transportation Coordinator (CTC). MetroPlan Orlando is the DOPA for Orange, Osceola, and Seminole Counties. LYNX is the current CTC for the tri-county area and has held that designation since 1992. The current five-year "Memorandum of Agreement" (MOA) with the CTD is set to expire on June 30, 2013.

The process to select a CTC, which is a governmental unit, is not subject to the same competitive procurement process as those that are not governmental units. If a local government unit expresses the desire to be the CTC and the planning agency wishes to recommend the governmental unit to either continue as the CTC or to become the CTC for the first time, the planning agency may by-pass traditional competitive procedures. The planning agency may negotiate with the governmental unit to develop the Transportation Disadvantaged Service Plan (TDSP). Then, the planning agency must take two steps: 1) Prepare a resolution making the recommendation; 2) Send a letter to the Commission conveying the resolution.

LYNX Board Agenda

Pursuant to Chapter 287, Florida Statutes, MetroPlan Orlando contacted the Central Florida Regional Transportation Authority (LYNX) to determine if the Authority, as a governmental entity, was able and willing to continue to provide transportation services. The attached resolution ensures that the planning agency carefully considered all of the requirements appropriate to recommending the CTC. MetroPlan Orlando believes that LYNX is the best candidate for the designation based on the requirements of Chapter 427, Florida Statutes, Rule 41-2, Florida Administrative Code, and recent performance evaluations.

At the suggestion of the Transportation Disadvantaged Local Coordinating Board, MetroPlan Orlando took the necessary action at its May 8, 2013, meeting, recommending the Central Florida Regional Transportation Authority (LYNX) be designated the CTC for Orange, Osceola, and Seminole Counties until June 30, 2018.

At their regular quarterly business meeting to be held on May 21, 2013, the Commission for the Transportation Disadvantaged will consider the re-designation of LYNX as the CTC for Orange, Osceola, and Seminole Counties.

Having the designation of Community Transportation Coordinator allows LYNX to apply for and receive the annual Transportation Disadvantaged (TD) Operating Grant to apply to our ACCESS LYNX Transportation Disadvantaged program. The TD Operating Grant requires a 10% local match, which is collected through passenger fares.

FISCAL IMPACT:

LYNX staff included \$2,704,744 in revenue in the FY2013 Amended Operating Budget from the TD Operating Grant. LYNX staff included \$3,696,710 in revenue in the FY2014 Preliminary Operating Budget from the TD Operating Grant. Future year operating revenue from the TD Operating Grant will be included in the LYNX Operating Budget as appropriate.

Contract # _____

Effective: _____ to _____

STATE OF FLORIDA
COMMISSION FOR THE TRANSPORTATION DISADVANTAGED
MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is between the COMMISSION FOR THE TRANSPORTATION DISADVANTAGED, hereby referred to as the "Commission," and

the COMMUNITY TRANSPORTATION COORDINATOR, designated pursuant to Chapter 427, F.S., to serve the transportation disadvantaged for the community that includes the entire area of

_____ county(ies), and hereafter referred to as the "Coordinator."

This Agreement is made in consideration of the mutual benefits to both parties; said consideration acknowledged hereto by the parties as good and valuable consideration.

The Parties Agree:

- I. The Coordinator Shall:
 - A. Become and remain totally apprised of all of the Transportation Disadvantaged resources available or planned in their designated service area. This knowledge will be used to plan, coordinate, and implement the most cost effective transportation disadvantaged transit system possible under the economic and other conditions that exist in the designated service area.
 - B. Plan and work with Community Transportation Coordinators in adjacent and other areas of the state to coordinate the provision of community trips that might be handled at a lower overall cost to the community by another Coordinator. This includes honoring any Commission-approved statewide certification program that allows for intercounty transportation opportunities.
 - C. Arrange for all services in accordance with Chapter 427, Florida Statutes, and Rule 41-2, FAC, and as further required by the Commission and the local Coordinating Board approved Transportation Disadvantaged Service Plan.
 - D. Return any acquired profits or surplus funds originating through the course of business as the Coordinator that are beyond the amounts(s) specifically identified and approved in the accompanying Transportation Disadvantaged Service Plan. Such profits or funds shall be returned to the Coordinator's transportation system or to any subsequent Coordinator, as a total transportation system subsidy, to be applied to the immediate following operational year. The Coordinator will include similar language in all coordination contracts to assure that transportation disadvantaged related revenues are put back into transportation disadvantaged services.

E. Accomplish this Project by:

1. Developing a Transportation Disadvantaged Service Plan for approval by the local Coordinating Board and the Commission. Coordinators who are newly designated to a particular service area shall submit a local Coordinating Board approved Transportation Disadvantaged Service Plan, within 120 calendar days following the execution of the Coordinator's initial memorandum of agreement with the Commission, for approval by the Commission. All subsequent Transportation Disadvantaged Service Plans shall be submitted and approved with the corresponding memorandum of agreement. The approved Transportation Disadvantaged Service Plan will be implemented and monitored to provide for community-wide transportation services for purchase by non-sponsored transportation disadvantaged persons, contracting social service agencies, and other entities that use local, state, or federal government funds for the purchase of transportation for the transportation disadvantaged.
2. Maximizing the use of available public school transportation resources and public fixed route or fixed schedule transit services and assuring that private or public transit, paratransit operators, and school boards have been afforded a fair opportunity to participate to the maximum extent feasible in the planning process and in the development of the provisions of the Transportation Disadvantaged Service Plan for the transportation disadvantaged.
3. Providing or arranging 24-hour, 7-day per week transportation disadvantaged service as required in the designated service area by any Federal, State or Local Government agency sponsoring such services. The provision of said services shall be furnished in accordance with the prior notification requirements identified in the local Coordinating Board and Commission approved Transportation Disadvantaged Service Plan.
4. Complying with all local, state, and federal laws and regulations that apply to the provision of transportation disadvantaged services.
5. Submitting to the Commission an Annual Operating Report detailing demographic, operational, and financial data regarding coordination activities in the designated service area. The report shall be prepared on forms provided by the Commission and according to the instructions of said forms.

F. Comply with Audit and Record Keeping Requirements by:

1. Utilizing the Commission recognized Chart of Accounts defined in the *Transportation Accounting Consortium Model Uniform Accounting System for Rural and Specialized Transportation Providers* (uniform accounting system) for all transportation disadvantaged accounting and reporting purposes. Community Transportation Coordinators with existing and equivalent accounting systems are not required to adopt the Chart of Accounts in lieu of their existing Chart of Accounts but shall prepare all reports, invoices, and fiscal documents relating to the transportation disadvantaged functions and activities using the chart of accounts and accounting definitions as outlined in the above referenced manual.

2. Assuming the responsibility of invoicing for any transportation services arranged, unless otherwise stipulated by a purchase of service contract or coordination contract.
 3. Maintaining and filing with the Commission, local Coordinating Board, and all purchasing agencies/entities such progress, fiscal, inventory, and other reports as those entities may require during the period of this Agreement.
 4. Providing copies of finance and compliance audits to the Commission and local Coordinating Board as requested by the Commission or local Coordinating Board.
- G. Retain all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for a period of five (5) years after termination of this Agreement. If an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings. The Coordinator shall assure that these records shall be subject to inspection, review, or audit at all reasonable times by persons duly authorized by the Commission or this Agreement. They shall have full access to and the right to examine any of the said records and documents during the retention period.
- H. Comply with Safety Requirements by:
1. Complying with Section 341.061, F.S., and Rule 14-90, FAC, concerning System Safety; or complying with Chapter 234.051, F.S., regarding school bus safety requirements for those services provided through a school board; and
 2. Assuring compliance with local, state, and federal laws, and Commission policies relating to drug testing. Conduct drug and alcohol testing for safety sensitive job positions within the coordinated system regarding pre-employment, randomization, post-accident, and reasonable suspicion as required by the Federal Highway Administration and the Federal Transit Administration.
- I. Comply with Commission insurance requirements by maintaining at least minimum liability insurance coverage in the amount of \$200,000 for any one person and \$300,000 per occurrence at all times during the existence of this Agreement for all transportation services purchased or provided for the transportation disadvantaged through the Community Transportation Coordinator. Upon the execution of this Agreement, the Coordinator shall add the Commission as an additional **named insured** to all insurance policies covering vehicles transporting the transportation disadvantaged. In the event of any cancellation or changes in the limits of liability in the insurance policy, the insurance agent or broker shall notify the Commission. The Coordinator shall insure that contracting transportation operators and coordination contractors also maintain the same minimum liability insurance, or an equal governmental insurance program. Insurance coverage in excess of \$1 million per occurrence must be approved by the Commission and the local Coordinating Board before inclusion in the Transportation Disadvantaged Service Plan or in the justification of rates and fare structures. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida and written verification of insurance protection in accordance with Section 768.28, Florida Statutes, shall be provided to the Commission upon request.

- J. Safeguard information by not using or disclosing any information concerning a user of services under this Agreement for any purpose not in conformity with the local, state and federal regulations (45 CFR, Part 205.50), except upon order of a court, written consent of the recipient, or his/her responsible parent or guardian when authorized by law.
- K. Protect Civil Rights by:
1. Complying with state and federal laws including but not limited to laws regarding discrimination on the basis of sex, race, religion, age, disability, sexual orientation, or national origin. The Coordinator gives this assurance in consideration of and for the purpose of obtaining federal grants, loans, contracts (except contracts of insurance or guaranty), property, discounts, or other federal financial assistance to programs or activities receiving or benefiting from federal financial assistance and agreeing to complete a Civil Rights Compliance Questionnaire if so requested by the Commission.
 2. Agreeing that compliance with this assurance constitutes a condition of continued receipt of or benefit from federal financial assistance, and that it is binding upon the Coordinator, its successors, subcontractors, transferee, and assignees for the period during which such assistance is provided. Assure that all operators, subcontractors, subgrantee, or others with whom the Coordinator arranges to provide services or benefits to participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees in violation of the above statutes, regulations, guidelines, and standards. In the event of failure to comply, the Coordinator agrees that the Commission may, at its discretion, seek a court order requiring compliance with the terms of this assurance or seek other appropriate judicial or administrative relief, to include assistance being terminated and further assistance being denied.
- L. To the extent allowed by Section 768.28, Florida Statutes, and only to the monetary and other limitations contained therein, indemnify and hold harmless the Commission and all of the Commission's members, officers, agents, and employees; purchasing agency/entity officers, agents, and employees; and the local, state, and federal governments from any claim, loss, damage, cost, charge or expense arising out of any act, action, neglect or omission by the Coordinator during the performance of this Agreement, whether direct or indirect, and whether to any person or property to which the Commission or said parties may be subject, except that neither the Coordinator nor any of its sub-contractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the Commission or any of its members, officers, agents or employees; purchasing agency/entity, officers, agents, and employees; and local, state, or federal governments. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency/entity or Coordinator to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by a state agency/entity or political subdivision of the State of Florida or the federal government to be sued by third parties in any matter arising out of any Agreement or contract. Notwithstanding the foregoing, pursuant to Section 768.28, Florida Statutes, no agency or subdivision of the state shall be required to indemnify, insure, or assume any liability for the Commission's negligence.

- M. Comply with standards and performance requirements of the Commission, the local Coordinating Board approved Transportation Disadvantaged Service Plan, and any purchase of service contracting agencies/entities. Failure to meet the requirements or obligations set forth in this MOA, and performance requirements established and monitored by the local Coordinating Board in the approved Transportation Disadvantaged Service Plan, shall be due cause for non-payment of reimbursement invoices until such deficiencies have been addressed or corrected to the satisfaction of the Commission.
- N. Comply with subcontracting requirements by executing or negotiating contracts for transportation services with Transportation Operators and Coordination Contractors, and assuring that the conditions of such contracts are maintained. The requirements of Part 1, Paragraph E.5. through M are to be included in all contracts, subcontracts, coordination contracts, and assignments made by the Coordinator for services under this Agreement. Said contracts, subcontracts, coordination contracts, and assignments will be reviewed and approved annually by the Coordinator and local Coordinating Board for conformance with the requirements of this Agreement.
- O. Comply with the following requirements concerning drivers and vehicles:
1. Drivers for paratransit services, including coordination contractors, shall be required to announce and identify themselves by name and company in a manner that is conducive to communications with the specific passenger, upon pickup of each rider, group of riders, or representative, guardian, or associate of the rider, except in situations where the driver regularly transports the rider on a recurring basis. Each driver must have photo identification that is in view of the passenger. Name patches, inscriptions or badges that affix to driver clothing are acceptable. For transit services, the driver photo identification shall be in a conspicuous location in the vehicle.
 2. The paratransit driver shall provide the passenger with boarding assistance, if necessary or requested, to the seating portion of the vehicle. The boarding assistance shall include opening the vehicle door, fastening the seat belt or utilization of wheelchair securement devices, storage of mobility assistive devices, and closing the vehicle door. In certain paratransit service categories, the driver may also be required to open and close doors to buildings, except in situations in which assistance in opening/closing building doors would not be safe for passengers remaining on the vehicle. Assisted access must be in a dignified manner. Drivers may not assist wheelchair up or down more than one step, unless it can be performed safely as determined by the passenger, guardian, and driver.
 3. All vehicles shall be equipped with two-way communications in good working order and be audible to the driver at all times to the base.
 4. All vehicles providing service within the coordinated system, shall have working air conditioners and heaters in each vehicle. Vehicles that do not have a working air conditioner or heater will be scheduled for repair or replacement as soon as possible.

P. Comply with other requirements as follows:

1. Transport an escort of a passenger and dependent children as locally negotiated and identified in the local Transportation Disadvantaged Service Plan.
2. Determine locally in the Transportation Disadvantaged Service Plan, the use, responsibility, and cost of child restraint devices.
3. Transport with the passenger at no additional charge, passenger property that can be carried by the passenger and/or driver in one trip and can be safely stowed on the vehicle. Additional requirements may be negotiated for carrying and loading rider property beyond this amount. Passenger property does not include wheelchairs, child seats, stretchers, secured oxygen, personal assistive devices, or intravenous devices.
4. Provide shelter, security, and safety of passengers at vehicle transfer points.
5. Post a local or other toll-free number for complaints or grievances inside each vehicle. The local complaint process shall be outlined as a section in the local Transportation Disadvantaged Service Plan including advising the dissatisfied person about the Commission's Ombudsman Program as a step within the process as approved by the local Coordinating Board.
6. Provide out-of-service-area trips, when determined locally and approved by the local Coordinating Board, except in instances where local ordinances prohibit such trips.
7. Keep interior of all vehicles free from dirt, grime, oil, trash, torn upholstery, damaged or broken seats, protruding metal or other objects or materials which could soil items placed in the vehicle or provide discomfort for the passenger.
8. Determine locally by the local Coordinating Board and provide in the local Transportation Disadvantaged Service Plan the billing requirements of the Community Transportation Coordinator. All bills shall be paid to subcontractors within 7 calendar days after receipt of said payment by the Coordinator, in accordance with Section 287.0585, Florida Statutes.
9. Maintain or have access to a passenger/trip database on each rider being transported within the system.
10. Provide each rider and escort, child, or personal care attendant adequate seating for paratransit services. No more passengers than the registered passenger seating capacity shall be scheduled or transported in a vehicle at any time. For transit services provided by transit vehicles, adequate seating or standing space will be provided to each rider and escort, child, or personal care attendant, and no more passengers than the registered passenger seating or standing capacity shall be scheduled or transported in a vehicle at any time.
11. First Aid shall be determined locally and provided in the local Transportation Disadvantaged Service Plan.

12. Cardiopulmonary Resuscitation shall be determined locally and provided in the local Transportation Disadvantaged Service Plan.

II. The Commission Shall:

- A. Recognize the Coordinator as the entity described in Section 427.011(5), Florida Statutes, and Rule 41-2.002(4), F.A.C.
- B. Attempt to insure that all entities with transportation disadvantaged funds will purchase transportation disadvantaged services through the Coordinator's system.

III. The Coordinator and the Commission Further Agree:

- A. Nothing in this Agreement shall require the Commission to observe or enforce compliance with any provision thereof, perform any other act or do any other thing in contravention of any applicable state law. If any of the provisions of this Agreement is found by a court of law to violate any applicable state law, the purchasing agency/entity will at once notify the Commission in writing in order that appropriate changes and modifications may be made by the Commission and the Coordinator to the end that the Coordinator may proceed as soon as possible with the provision of transportation services.
- B. If any part or provision of this Agreement is held invalid, the remainder of this Agreement shall be binding on the parties hereto.
- C. Termination Conditions:
 1. Termination at Will - This Agreement may be terminated by either party upon no less than thirty (30) days notice, without cause. Said notice shall be delivered by certified mail, return receipt required, or in person with proof of delivery.
 2. Termination for Breach - Unless the Coordinator's breach is waived by the Commission in writing, the Commission may, by written notice to the Coordinator, terminate this Agreement upon no less than twenty-four (24) hours notice. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. Waiver by the Commission of breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement, and shall not act as a waiver or estoppel to enforcement of any provision of this Agreement. The provisions herein do not limit the Commission's right to remedies at law or to damages.
- D. This agreement will expire unless an extension is granted to the Coordinator in writing by the Commission, in accordance with Chapter 287, Florida Statutes.
- E. Renegotiations or Modifications of this Agreement shall only be valid when they have been reduced to writing, duly approved by the Commission, and signed by both parties hereto.

F. Notice and Contact:

The name and address of the contract manager for the Commission for this Agreement is: **Executive Director, 605 Suwannee Street, MS-49, Tallahassee, FL 32399-0450**. The representative/position of the Coordinator responsible for administration of the program under this Agreement is:

In the event that either party designates different representatives after execution of this Agreement, notice of the name and address of the new representative will be rendered in writing to the other party and said notification attached to originals of this Agreement.

This document has been reviewed in its entirety and approved by the local Coordinating Board at its official meeting held on _____.

Coordinating Board Chairperson

WITNESS WHEREOF, the parties hereto have caused these presents to be executed.

COMMUNITY TRANSPORTATION
COORDINATOR:

STATE OF FLORIDA, COMMISSION FOR
THE TRANSPORTATION DISADVANTAGED:

Agency Name

Typed Name of Authorized Individual

Typed Name of Authorized Individual

Signature: _____

Signature: _____

Title: Executive Director

Title: _____



RESOLUTION NO.

SUBJECT:

**RECOMMENDATION TO THE FLORIDA COMMISSION FOR THE
TRANSPORTATION DISADVANTAGED TO RE-DESIGNATE LYNX AS
COMMUNITY TRANSPORTATION COORDINATOR FOR ORANGE,
OSCEOLA, AND SEMINOLE COUNTIES**

WHEREAS, Chapter 427 of the Florida Statutes requires that every five years, MetroPlan Orlando, serving as the designated planning agency for the transportation disadvantaged program, recommends a qualified Community Transportation Coordinator (CTC) to the Florida Commission for the Transportation Disadvantaged (CTD); and,

WHEREAS, The Commission for the Transportation Disadvantaged Competitive Procurement Manual, compiled in accordance with Chapter 287, F.S., allows MetroPlan Orlando to nominate a governmental agency to serve as the CTC; and,

WHEREAS, The CTC is responsible for ensuring that coordinated transportation services are provided to the transportation-disadvantaged population in the designated service area of Orange, Osceola and Seminole Counties. Accordingly, the CTC arranges for the provision of transportation services in a manner that is cost-effective, efficient, and reduces fragmentation and duplication of services; and,

WHEREAS, in 2008 Central Florida Regional Transportation Authority (d/b/a LYNX) was re-designated as the CTC for Orange, Osceola and Seminole Counties for five years; and,

WHEREAS, on July 1, 2008, the Commission for the Transportation Disadvantaged (Commission) extended the Memorandum of Agreement (MOA) for LYNX as the CTC to June 30, 2013; and,

WHEREAS, on February 14, 2013, at the Transportation Disadvantage Local Coordinating Board (LCB) for Orange, Osceola and Seminole Counties, LYNX submitted a letter of interest to continue as the region's CTC until 2018; and,

WHEREAS, MetroPlan Orlando and the Local Coordinating Board for Orange, Osceola and Seminole Counties have implemented performance measurement and reporting requirements to ensure quality of service; and,

WHEREAS, the safety and well-being of transportation disadvantaged citizens are best served through the continuation of service as provided by LYNX in its designated role as the CTC.

NOW THEREFORE, BE IT RESOLVED BY THE METROPLAN ORLANDO BOARD that:

In accordance with Chapter 427 of the Florida Statutes, the MetroPlan Orlando Board recommended to the Florida Commission for the Transportation Disadvantaged that LYNX continue as the CTC for Orange, Osceola and Seminole Counties for the five-year period from July1, 2013 to June 30, 2018.

Passed and duly adopted at a regular meeting of the MetroPlan Orlando Board on the 8th day of May, 2013.

CERTIFICATE

The undersigned duly qualified and acting Chairman of the MetroPlan Orlando Board certifies that the foregoing is a true and correct copy of a Resolution adopted at a legally convened meeting of the MetroPlan Orlando Board.

Daisy W. Lynum, Chairman

Lena Tolliver
Senior Board Services Coordinator and Recording Secretary

Consent Agenda Item #5.D. ix

To: LYNX Board of Directors

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

Phone: 407.841.2279 ext: 6017

Item Name: Miscellaneous
Authorization to Execute the Transportation Disadvantaged Grant
Application for State Fiscal Year 2014

Date: 5/23/2013

ACTION REQUESTED:

Staff is requesting the Board of Directors' adopt Resolution #13-005 authorizing the Chief Executive Officer (CEO) or designee to execute the FY2014 Transportation Disadvantaged Operating Grant application, file the application with the Florida Commission for the Transportation Disadvantaged, and execute any and all agreements or contracts which may be required in connection with the application.

BACKGROUND:

Every year, the Florida Commission for the Transportation Disadvantaged (TD) awards Trip Grants to each Community Transportation Coordinator (CTC) to provide TD trips within their service area. The designated CTC for any one service area is the only entity in that service area that is eligible for the Trip Grant. LYNX serves at the CTC for Orange, Osceola and Seminole Counties.

FISCAL IMPACT:

The Transportation Disadvantaged Trip Grant provides funding for all TD services provided by LYNX' Paratransit Operations Division. FY2014's 90% TD allocation is \$3,696,710, which is an increase of \$991,996 over FY2013 and will be included in the final adopted FY2014 Operating Budget. The Grant requires a 10% local match, which is obtained through customer fares. LYNX will also receive an additional \$1,754 in Voluntary Dollar Contributions.

CFRTA RESOLUTION #13-005

**A RESOLUTION OF THE CENTRAL FLORIDA
REGIONAL TRANSPORTATION AUTHORITY, TO FILE
A TRANSPORTATION DISADVANTAGED TRUST FUND
GRANT APPLICATION WITH THE FLORIDA
COMMISSION FOR THE TRANSPORTATION
DISADVANTAGED**

WHEREAS, this is a resolution of the GOVERNING BOARD of Central Florida Regional Transportation Authority, d/b/a LYNX (hereinafter BOARD), hereby authorizes the filing of a Transportation Disadvantaged Trust Fund Grant Application with the Florida Commission for the Transportation Disadvantaged.

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

NOW THEREFORE, BE IT RESOLVED THAT:

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

**CERTIFICATION OF THE ADOPTION OF RESOLUTION #13-005 BY THE
BOARD OF DIRECTORS OF CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY d/b/a LYNX**

APPROVED AND ADOPTED this 23rd day of May 2013, by the Governing Board of Directors of the Central Florida Regional Transportation Authority, d/b/a LYNX.

CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY

By: Board of Directors

Chairman

Attest:

Assistant Secretary

Consent Agenda Item #5.D. x

To: LYNX Board of Directors

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

Phone: 407.841.2279 ext: 6017

Item Name: Miscellaneous
Authorization to Execute Amendment No. 5 of the Medicaid Non-Emergency Transportation Agreement (NET) with the Florida Commission for the Transportation Disadvantaged, to Add Funding for State Fiscal Year 2014, and Extend the Agreement to June 30, 2014

Date: 5/23/2013

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee, to execute Amendment #5 to contract #BDM88 with the Florida Commission for the Transportation Disadvantaged to provide Medicaid Non-Emergency Transportation (NET) services, to add funding for State Fiscal Year 2014 and extend the Agreement to June 30, 2014.

BACKGROUND:

In December 2008, LYNX entered into contract #BDM88 with the Florida Commission for the Transportation Disadvantaged to provide Medicaid Non-Emergency Transportation (NET) services. The initial term expired on June 30, 2011. Prior to the expiration of each term, amendments were executed to extend the contract through the end of the next State Fiscal Year and add funding for that State Fiscal Year. The current term of the contract is through June 30, 2013.

This request will extend the contract through June 30, 2014, and add funding to the contract. The additional funding will enable continuation of Medicaid NET throughout the LYNX service area.

Recognizing that the Audit Committee has recently discussed the possibility of no longer providing Medicaid NET services as a paratransit cost containment option, the Board should be aware that choosing that option requires a 90 calendar day written notice. Said notice would have also been required had LYNX decided not to continue as the Medicaid NET provider following the current contract term.

FISCAL IMPACT:

LYNX staff has included \$5,559,605 in the FY2014 Preliminary Operating Budget for Medicaid Revenue.

Action Agenda Item #6.A

To: LYNX Board of Directors

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

Phone: 407.841.2279 ext: 6100

Item Name: Authorization to Execute an Interlocal Agreement with Lake County for Commuter Bus Service between Lake County and Downtown Orlando

Date: 5/23/2013

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to execute a separate Inter-local Agreement between LYNX and Lake County to operate Link 204 as a commuter bus service between Lake County and Downtown Orlando effective October 1, 2012 and terminating September 30, 2013.

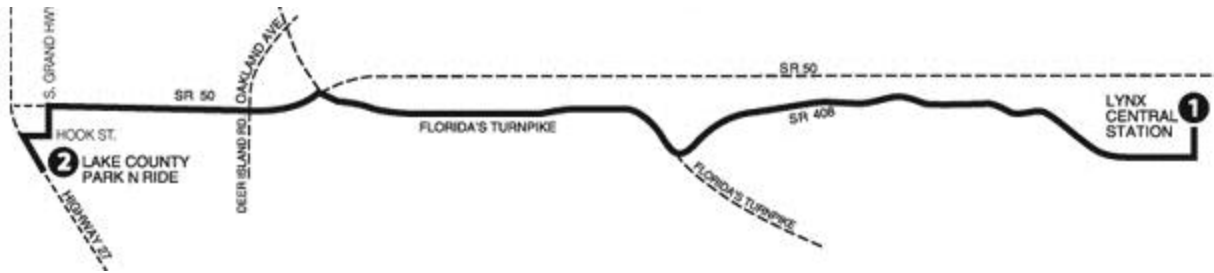
BACKGROUND:

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

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

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

LYNX Board Agenda



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

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

The annual cost is estimated to be the same, however, based on the terms of the Inter-local agreement, we will with true-up the actual cost semi-annually.

FISCAL IMPACT:

LYNX staff included \$168,376 in the FY2013 Amended Operating Budget to support the Link 204 express service. This service is 100% funded by Lake County.

**CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY
(LYNX)
AND
LAKE COUNTY, FLORIDA
AN INTERLOCAL AGREEMENT FOR THE PROVISION OF COMMUTER BUS
SERVICE BETWEEN LAKE COUNTY AND DOWNTOWN ORLANDO FOR
FISCAL YEAR 2013**

The parties to the Agreement are **LAKE COUNTY, FLORIDA**, a political subdivision of the State of Florida, 315 West Main Street, Suite 421, Tavares, FL 32778 (hereinafter, “**County**”), and the **CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY**, body politic and corporate created pursuant to Part II, Chapter 343, Florida Statutes, 455 North Garland Avenue, Orlando, Florida 32801 (hereinafter “**LYNX**”).

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

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

WHEREAS, population growth in Lake and Orange Counties and employment growth in downtown Orlando have contributed to a rapid increase in peak period traffic congestion on Interstate-4, between Lake County and downtown Orlando, which has resulted in the degradation of Level of Service; and

WHEREAS, the COUNTY and LYNX mutually desire to enter into a cooperative relationship whereby LYNX will provide or cause to be provided the operational services associated with commuter bus service between Lake County and downtown Orlando via Interstate-4; and

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

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

- E.** Passenger means a person receiving transportation service from LYNX. The passenger is Lake County's customer and is the user of the service provided by LYNX.
- F.** Service shall refer to commuter bus service as outlined in Attachment A "Lake County Commuter Bus Service Plan".
- G.** Safety Sensitive Employees are those personnel who dispatch or control revenue service vehicles under this Agreement and personnel who maintain revenue service vehicles or equipment used under this Agreement.
- 2. AGREEMENT.** LYNX agrees to provide commuter bus service scheduled by Lake County in accordance with this Agreement. As consideration for the satisfactory performance of LYNX' promises contained herein, COUNTY agrees to reimburse LYNX for services rendered in accordance with the reimbursement rates and terms stated in Section 3 below.
- 3. REIMBURSEMENT RATES AND TERMS.** COUNTY agrees to reimburse LYNX for services rendered based upon the following overall costs:
- A.** For the first six (6) months of service, COUNTY will pay LYNX at a Commuter Bus Service rate determined as of September 30, 2012 per total service hour (revenue and non-revenue).
- B.** Upon completion of six (6) months of Commuter Bus Service, the parties mutually agree that COUNTY will pay LYNX the actual cost of Commuter Bus Service based on LYNX' records of all actual costs associated with the performances of this Agreement. Within thirty (30) days after the end of the initial six (6) month period and any such other six (6) month period, LYNX will provide COUNTY with a schedule (detailed listing) of the Commuter Bus Service cost of operations for the preceding six (6) months. In the event that COUNTY has underpaid the costs for the preceding six (6) months, COUNTY will pay the balance due within thirty (30) days of invoicing. If COUNTY has paid more than the actual costs for the preceding six (6) months, a credit will be given to COUNTY for the amount of overpayment on the following month's billing.
- The estimated rate will be adjusted to an hourly rate based on the current hours of operation and the preceding six (6) months of actual costs. This rate will be effective for the next six (6) months. This adjustment process will be completed within thirty (30) days from the end of each six (6) month period.
- C.** The funding partnership for Commuter Bus Service shall be as follows:
- COUNTY shall provide 100% of the funding in the estimated amount as outlined in Exhibit B.
- 4. TERM.** The term of this Agreement shall be for a one-year period, commencing upon execution of the Agreement by both parties and ending September 30, 2013, contingent

upon annual appropriations by the Florida State Legislature and the Lake County Board of Commissioners.

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

Operations Report on an exception basis. The LYNX Risk Manager will provide COUNTY with a summary of accidents every thirty (30) days. The Risk Manager will also coordinate all claims with COUNTY's Risk Manager.

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

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

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

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

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

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

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

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

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

The Project Manager shall be responsible for communication, coordination, and management needed for the operation of an efficient and effective service.

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

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

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

- 18. CONFIDENTIALITY/SOLICITATION.** LYNX agrees to comply with applicable federal, state, or local laws, policies and procedures regarding disclosure of information concerning passengers who receive services under this Agreement.
- 19. VEHICLE INSURANCE.** LYNX agrees to provide COUNTY with a Certificate of Insurance on the date of execution hereof, and on each renewal date showing a minimum liability insurance coverage for each vehicle used to provide service pursuant to Sovereign Immunity Statutes 768.28 which provides \$100,000 per person and \$200,000 per occurrence. A copy of LYNX' Self-Insurance Certificate will be provided to COUNTY.
- 20. TERMINATION OF AGREEMENT.**
- A. Termination Without Cause.** Either party may terminate this Agreement without cause upon one hundred twenty (120) days written notice to the other party. Upon such termination without cause, LYNX shall be entitled to payment in accordance with the payment provisions, for services rendered up to the termination date and COUNTY shall have no other obligations to LYNX.
- B. Termination for Cause.** COUNTY may terminate this Agreement for material breach or for default, in accordance with the paragraph, if LYNX fails to perform the services in a timely manner and in accordance with the standards provided in Section 16 above. Prior to termination for cause, COUNTY shall give LYNX a Notice of Intent to Terminate, specifying the circumstances of LYNX' default. LYNX shall have fifteen (15) days to cure the default (measured from LYNX' receipt of the Notice of Intent). Notice of Intent to Terminate shall be provided by facsimile transmission as well as by certified mail. If LYNX fails to cure the default before the expiration of the fifteen (15) day cure period, then COUNTY shall have no further obligation to LYNX except to pay for services provided through the date of the termination. LYNX shall not be found in default for events arising due to acts of God. LYNX may terminate this Agreement for material breach or for default and failure of payment in a timely manner.
- C. Termination Due to Lack of Funding.** In the event funds to finance all or a portion of this Agreement are not available, the parties may mutually terminate this Agreement with no less than 120 days written notice. Any decision regarding availability of funds shall rest solely in the sound legislative discretion of the County Council or LYNX' governing board.
- 21. SOVEREIGN IMMUNITY.** Both the COUNTY and LYNX are governmental entities whose limits of liability are set forth in Section 768.28, Florida Statutes and nothing herein shall be construed to extend the liabilities of either beyond that provided in Section 768.28, Florida Statutes. Nothing herein shall inure to the benefit of any third party for the purpose of allowing any claim otherwise barred by sovereign immunity or operation of law.

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

David Heath	John M. Lewis, Jr.
County Manager	Chief Executive Officer
Lake County	LYNX
PO Box 7800	455 N. Garland Avenue
Tavares, FL 32778	Orlando, FL 32801

Also:

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

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

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

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

CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY

Attest:

(seal)

Deborah Morrow, Executive Assistant

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

This Agreement is approved as to form for reliance only by LYNX and for no other person and for no other purpose.
Akerman & Senterfett, P.A.

By: _____
Patrick Christiansen, Esq.

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this _____ day of _____, 2013, by John M. Lewis, Jr., Chief Executive Officer, and Deborah Morrow, 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 she was authorized to do so.

Name:
Notary Public
Serial Number:
Commission Expires:

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

ATTEST:

By: _____
Neil Kelly
Clerk to the Board of County
Commissioners of Lake County,
Florida

For the use and reliance of Lake County only.

Approved as to form and legal sufficiency.

Sanford A. Minkoff, County Attorney

FUNDING PARTNER:

**BOARD OF COUNTY COMMISSIONERS
OF LAKE COUNTY, FLORIDA**

By: _____
Leslie Campione, Chairman

Date: _____

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

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this _____ day of _____, 2013, by Leslie Campione, Chairman, and Neil Kelly, Clerk to the Board of County Commissioners, and they acknowledged before me that they executed the foregoing instrument on behalf of LAKE COUNTY, FLORIDA as its true act and deed, and that she was authorized to do so.

Name:
Notary Public
Serial Number:
Commission Expires:

Attachment "A"

DESCRIPTION OF SERVICE AREA

Xpress Link 204 Clermont/Downtown Orlando

Serving: Lake County Park N Ride to LYNX Central Station

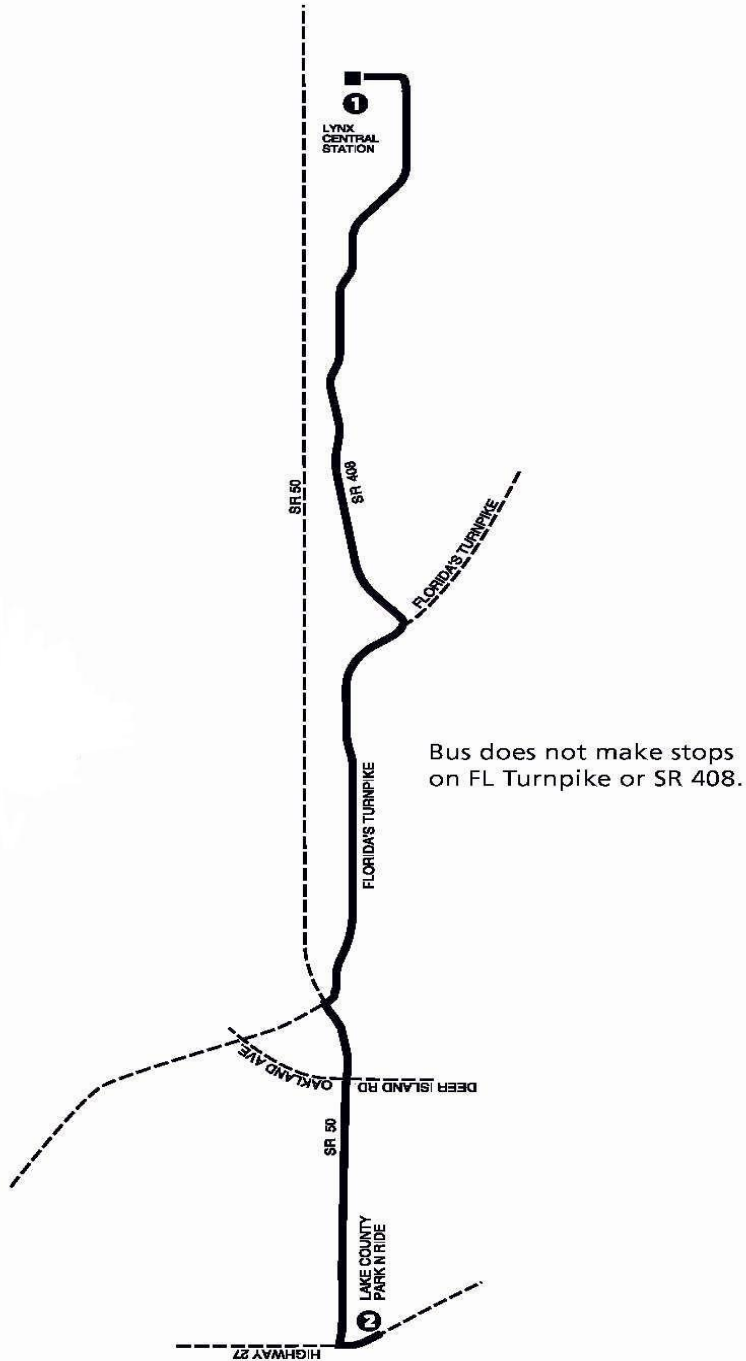


Exhibit "B"

DESCRIPTION OF APPROPRIATED AMOUNT

October through September	\$ 168,376
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Exhibit B - Lake County Transit Service Costs For FY2013	
<i>Net Fixed Route Operating Costs</i>	<i>Cost</i>
Link 204	\$ 254,377
Less: Estimated Fares	(86,001)
Total County Transit Service Cost	\$ 168,376

FY2013 Billing Schedule:	
October 2012	\$ 14,031
November 2012	14,031
December 2012	14,031
January 2013	14,031
February 2013	14,031
March 2013	14,031
April 2013	14,031
May 2013	14,031
June 2013	14,032
July 2013	14,032
August 2013	14,032
September 2013	14,032
Annual Funding Request from County	\$ 168,376

Action Agenda Item #6.B

To: LYNX Board of Directors

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

Phone: 407.841.2279 ext: 6100

Item Name: Authorization to Amend the FY2013 Service Funding Agreement with Lake County

Date: 5/23/2013

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to amend the FY2013 Service Funding Agreement with Lake County from \$70,734 to \$53,051, and amend the FY2013 Amended Operating Budget accordingly.

BACKGROUND:

Link 55 is a fixed-route service between Kissimmee in Osceola County and the Four Corners region in Lake and Polk Counties. Service began on 5/20/2001 between Osceola Square Mall and Secret Lake Drive in west Osceola County. In April 2004, the route was extended west into Lake and Polk Counties, terminating at the Publix at Summer Bay shopping plaza. As development in the area increased, the route was extended further west to the new Cagan Crossings Walmart located just north of the interchange of US 192 & US 27. This alignment has been in place since December 2006. In its current structure, Link 55 operates in 4 counties (see Table 1). It is important to note that in the Four Corners area, the centerline of US 192 serves as the boundary between Orange and Osceola County (east of Bali Boulevard) and Lake and Polk County (west of Bali Boulevard). Thus, westbound trips through this area are technically operating in Orange and Lake Counties while eastbound trips operate in Polk and Osceola Counties.

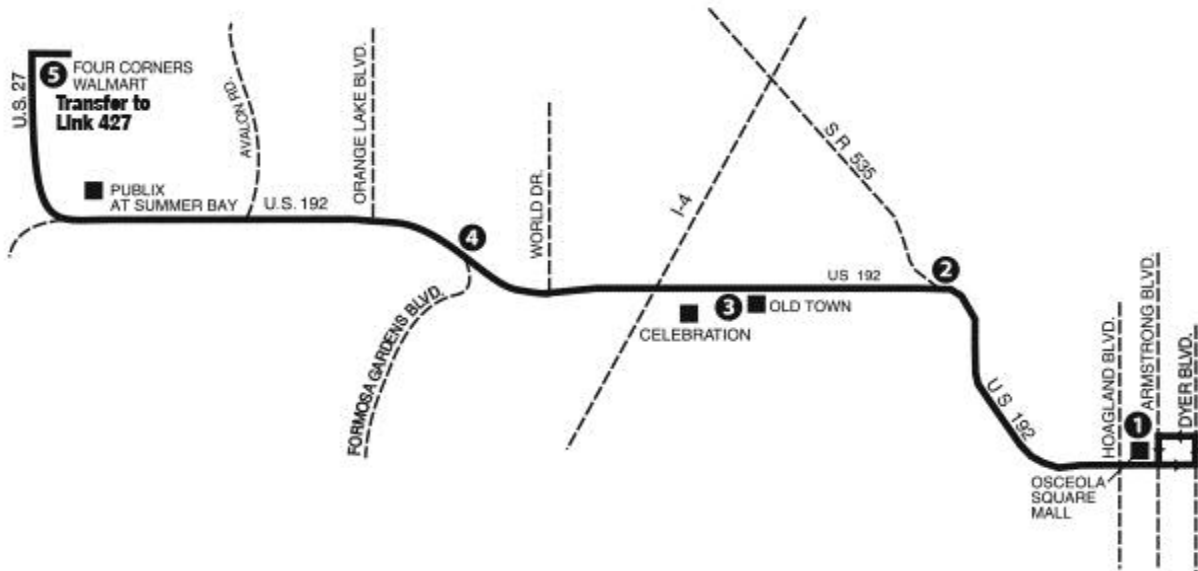


Table 1 – Link 55 Mileage by Jurisdiction

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

In FY2013, the annual cost to operate Link 55 extension into Lake County is \$134,881. This cost is offset by projected farebox revenues in the amount of \$64,147; leaving \$70,734 remaining for the local contribution from Lake County. Lake County has notified LYNX of its plan to end the funding of the Lake County extension of Link 55 in June 2013.

FISCAL IMPACT:

Upon approval, LYNX staff will amend the FY2013 Operating Budget to incorporate the anticipated funds from Lake County in the amount of \$53,051 to support the service for Link 55 through June 30, 2013.

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

THIS SERVICE FUNDING AGREEMENT (“Agreement”) is made and entered into by and between **LAKE COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose principal address is 315 West Main Street, Suite 421, Tavares, FL 32778 (hereinafter the “**Funding Partner**” or “**County**”), and the **CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY**, a body politic and corporate created pursuant to Part II, Chapter 343, Florida Statutes, whose principal address is 455 North Garland Avenue, Orlando, Florida 32801 (hereinafter “**LYNX**”).

WITNESSETH

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

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

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

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

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

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

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

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

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

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

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

WHEREAS, the Funding Partner has budgeted funds for services to be provided for Route 55 from October 1, 2012 through June 30, 2013; and

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

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

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

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

"Access LYNX" means LYNX's van transit service for medically-qualified, physically challenged transit customers.

"ADA" means the Americans with Disabilities Act of 1990.

"Agreement" means this Service Funding Agreement and its Exhibits.

"Appropriated Amount" means the amount to be paid to LYNX by the Funding Partner in consideration of the Public Transportation to be provided by LYNX hereunder, as set forth in paragraph 3 hereof.

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

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

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

"FDOT" means the Florida Department of Transportation.

"FTA" means the Federal Transit Administration

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

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

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

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

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

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

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

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

3. **Funding Partner Obligations.**

(a) **Current Fiscal Year.**

(i) The Funding Partner agrees to appropriate the amount specified on **Exhibit “B”** attached hereto (the “**Appropriated Amount**”) to LYNX for the provision of Public Transportation within the Service Area for Route 55; provided, however that Route 55 shall terminate on June 30, 2013.

(ii) Appropriated Amounts due and owing prior to the full execution of this Agreement shall be paid in one lump sum by the Funding Partner within thirty (30) days of the date of full execution hereof. Appropriated Amounts accruing after the full execution of this Agreement shall be paid by the Funding Partner to LYNX in equal monthly installments, with each installment being due within ten (10) days of the date of receipt of the monthly invoice.

(b) **Next Fiscal Year.** The parties hereby agree that the Funding Partner shall not fund any portion of the Service Area in the next fiscal year. If LYNX elects to continue to provide service in the Service Area, it will be at LYNX's sole cost and expense.

4. **LYNX Obligations.**

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

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

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

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

- (i) Maps and schedules for each route operating in the Service Area.
- (ii) Official LYNX monthly ridership reports showing a breakdown of actual aggregate ridership by mode (i.e., Fixed-Route Service, LYMMO, Access LYNX, Van Plan and special shuttles) (quarterly).

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

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

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

- (A) Subsidy per Passenger Trip (quarterly)
- (B) Passengers per trip (quarterly)
- (C) Passengers per Revenue Hour (quarterly)
- (D) Passengers per Revenue Mile (quarterly)
- (E) Percent farebox return (i.e., percent of Operating Expenses recovered through farebox) (quarterly).
- (F) Ridership by Block (monthly)
- (G) Budgeted and Actual Revenue (monthly)
- (H) Deadhead and Platform Hours and Miles (monthly)
- (I) Unlinked Passenger Trips (monthly)
- (J) Total Cost, Farebox Revenue, and Grant Funding (monthly)
- (K) Cost by Route and Block (monthly)

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

- (A) A comparison of scheduled versus actual Revenue Miles (quarterly).
- (B) A comparison of scheduled versus actual Revenue Hours (quarterly).
- (C) A schedule of unanticipated extraordinary expenses for the prior quarter.
- (D) A list of changes to authorized staffing (quarterly).

(E) A report using the automatic passenger counter showing the Lake County ridership on a quarterly basis.

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

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

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

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

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

7. **Termination of Agreement.**

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

(b) **For Convenience.** Either LYNX or the Funding Partner may terminate this Agreement at any time upon giving notice to that effect. Such termination shall be effective

upon one hundred twenty (120) days receipt of written notice of termination from the party desiring to terminate this Agreement or such later date as specified in the notice.

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

9. **Public Records Act.** In accordance with Chapter 119 of the Florida Statutes (Public Records Law), any "public record" created or received by the Funding Partner, including reports, specifications, drawings, maps, and tables, must be made available to the public for inspection, and upon request and payment, copying, unless such public record falls within an exception or exemption to the Public Records Act and each page is clearly and conspicuously marked as such. LYNX shall make available to the Funding Partners copies of all incident and accident reports within ten (10) days of any such event involving a bus providing services to residents of Lake County.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SIGNATURE PAGE FOR FUNDING PARTNER

ATTEST:

By: _____
Neil Kelly
Clerk to the Board of County
Commissioners of Lake County,
Florida

For the use and reliance of Lake County
only.

Approved as to form and legal sufficiency.

Sanford A. Minkoff, County Attorney

FUNDING PARTNER:

**BOARD OF COUNTY COMMISSIONERS
OF LAKE COUNTY, FLORIDA**

By: _____
Leslie Campione, Chairman

Date: _____

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

SIGNATURE PAGE FOR LYNX

**CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY**

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

AKERMAN SENTERFITT,
Counsel for LYNX

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

Date: _____

By: _____
Patrick T. Christiansen, Esq.

Exhibit "A"

DESCRIPTION OF SERVICE AREA

Link 55 w. US 192/Four Corners

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

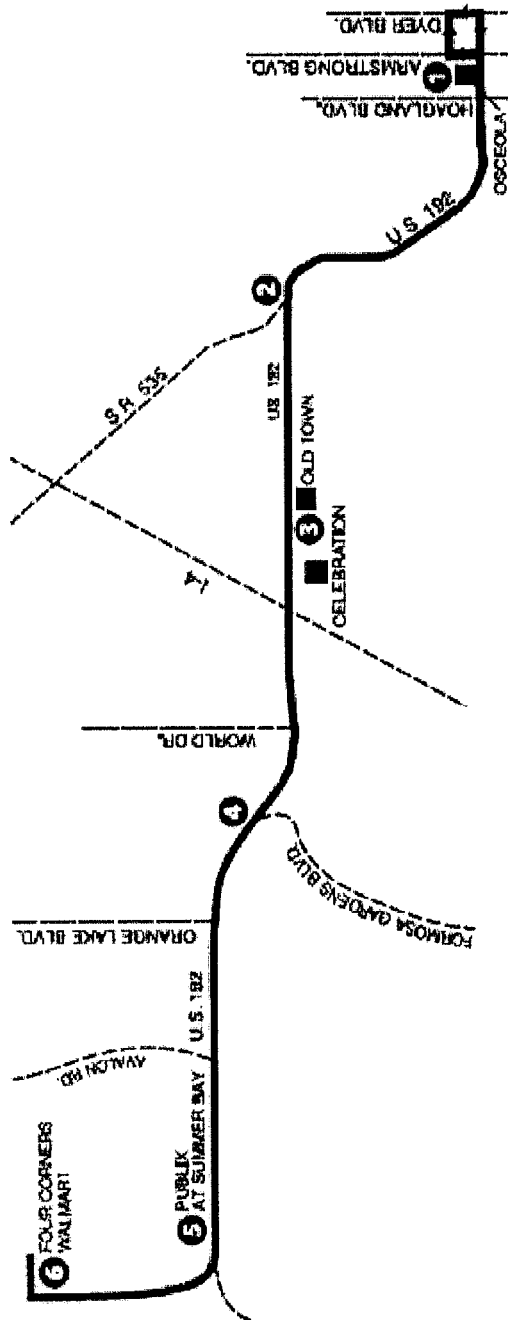


Exhibit "B"

DESCRIPTION OF APPROPRIATED AMOUNT

October through September	\$134,881
----------------------------------	------------------

Exhibit B - Lake County Transit Service Costs For FY 2013	
<i>Net Fixed Route Operating Costs</i>	<i>Cost</i>
Link 55 - Through June 2013	\$ 101,160.75
Subtotal:	\$ 101,160.75
Less: Estimated Fares – Through June 2013	(48,110.25)
Total County Transit Service Cost – Through June 2013	\$ 53,050.50

FY2013 Billing Schedule:	
October 2012	\$ 5,894.50
November 2012	5,894.50
December 2012	5,894.50
January 2013	5,894.50
February 2013	5,894.50
March 2013	5,894.50
April 2013	5,894.50
May 2013	5,894.50
June 2013	5,894.50
Annual Funding Request from County	\$ 53,050.50

Action Agenda Item #6.C

To: LYNX Board of Directors

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

Phone: 407.841.2279 ext: 6100

Item Name: Authorization to Amend Contract #09-CO7 with Data Transfer Solutions, LLC for General Consultant Services

Date: 5/23/2013

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to increase the Contact #09-C07 with Data Transfer Solutions, LLC for General Consultant Services in the amount of \$100,000 to support the Federal Transit Administrative (FTA) required Title VI Program Update and its corresponding requirements for a Fare Equity Analysis for the introduction of Smart Card Fare Media and Service Equity Analysis for Major Service Changes, and amend the FY2013 Operating Budget, accordingly.

BACKGROUND:

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

- **Concur** - This status indicates that the recipients' Title VI Program meets the requirements as set out in this Circular. The recipient may receive grant funds.
- **In review** - This status indicates that the recipient's Title VI Program is being reviewed by FTA staff and a determination as to sufficiency has not yet been made. "In review"

LYNX Board Agenda

status is only effective for sixty days and grants may be processed while a Title VI Program has an “in review” status.

- **Expired/Expiration** - This status indicates that the recipients’ Title VI Program has expired and that an updated Title VI Program must be submitted. A recipient with an expired Title VI Program may have its draw-down privileges suspended and grants may not be processed.

The Title VI Program must include the following elements:

Requirement	Transit Providers that operate fixed route service	Transit Providers that operate 50 or more fixed route vehicles in peak service and are located in a UZA of 200,000 or more in population
Set system-wide standards and policies	Required	Required
Collect and report data	Not required	Required: <ul style="list-style-type: none"> • Demographic and service profile maps and charts • Survey data regarding customer demographic and travel patterns
Evaluate service and fare equity changes	Not required	Required
Monitor transit service	Not required	Required

In addition to the submission of the Title VI Program for approval, the revised Title VI Circular requires that LYNX complete an equity analysis for any fare changes to include the introduction of smart card media. With SunRail service planned for May 2014, and the coordination between LYNX and SunRail for fare technology, LYNX will be adding smart card usage on-board LYNX fixed-route vehicles. With the addition of this fare media, LYNX will be amending its fare policy to account for smart cards and must complete the required fare equity analysis. The Title VI Fare Equity Analysis is completed to determine if the proposed fare change would disproportionately impact those populations covered under the Civil Rights Act of 1964 and/or low-income persons as covered by Environmental Justice Executive Order 12898.

LYNX will also be making service changes throughout the year as necessary to support providing the most efficient and effective service within the available funding. Service changes may also be recommended from the Comprehensive Operations Analysis or to better support SunRail connectivity. The Title VI Program sets the service standard requirements and measurements for when public involvement is necessary and the type of public involvement required, the alternatives that have to be undertaken if an inequity or disparate impact is

LYNX Board Agenda

determined from any potential change, and how service will be provided to ensure non-discrimination and equality of access to persons with limited English proficiency and lower incomes. The Title VI program outlines how capital will be distributed to ensure equity, vehicle load, frequency, availability, and on-time performance provisions by mode.

Due to the timing of the LYNX Title VI Program submission deadline of April 2014, the requirement to complete a Title VI compliant fare equity analysis for the smart card media prior to implementation, and LYNX's potential need to change service requiring a service change equity analysis occurring within the same timeframe, FTA has stated that the effort to complete these required functions can occur concurrently; however, any analysis must be completed consistent with the program to be approved.

In addition, if the Title VI Program is not approved by FTA, the fare equity and service change analyses may also not be acceptable. Therefore, LYNX staff would like to move forward immediately on completing the Title VI Program, while also doing as much as possible on completion of the fare and service change equity analysis to avoid delay in implementing the fare technology or any needed service improvements. The schedule below tentatively outlines the plan for completion of the Title VI Program, Fare Equity Analysis, and Service Change Analysis.

Activity	Completion Date
Board Approval of RFP	May 2013
Issue RFP	May 2013
Board Award of Contract	July 2013
LYNX Submission of Title VI Program	October 2013
FTA Approval of Title VI Program	January 2014
Fare Equity Analysis Completion	November 2013 (pending FTA approval Title VI submittal)
Service Change Equity Analysis Completion	November 2013 (pending FTA approval Title VI submittal)

FISCAL IMPACT:

Upon approval, LYNX staff will amend the FY2013 Amended Operating Budget in the amount of \$100,000, to accommodate these required planning and financial efforts. These efforts will be 100% federally funded.

Monthly Report A: Financial Reports

To: LYNX Board of Directors

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

Phone: 407.841.2279 ext: 6100

Item Name: Monthly Financial Reports - April 30, 2013

Date: 5/23/2013

Please find attached the monthly financial report for the seven months ending April 30, 2013. LYNX' Balance Sheets, Statement of Revenues, Expenses, and Changes in Net Assets (Operating Statement) for the seven months ending April 30, 2013 reflect total revenue earned in the amount of \$67,219,665 and total expenses incurred in the amount of \$65,561,012 resulting in a net operating profit of \$1,658,653.

- Fixed route, Vanpool, and NeighborLink services resulted in an operating profit of \$1,281,091 for the seven months of the fiscal year.
- Paratransit services resulted in an operating profit of \$377,562 for the seven months of the fiscal year.

Fixed Route Operations:

The year-to-date Operating Revenues are higher than the budget at 109%. Customer fares are at 112% of the budgeted amount year-to-date, and are 107% of the budgeted amount for the month of April. LYNX' ridership continues to increase into the new fiscal year. Ridership is up by 2.81% year-over-year as of April 30, 2013. If this trend continues, LYNX' ridership will reflect a greater increase for the new fiscal year.

LYNX has experienced a significant increase in advertising revenue for the month of April 2013 and year-to-date is higher than anticipated. Actual revenues through April 2013 for advertising on buses, shelters, and in-kind (trade) transactions are \$909,265, \$1,022, and \$-0-, respectively. Direct Media's staff continue to enhance LYNX' advertising program and to increase the advertising revenue stream. Direct Media's sales staff is actively seeking new clients and working with existing clients to offer an attractive and affordable advertising program.

In an attempt to stabilize fuel cost in the future, LYNX' staff entered into a fuel hedging arrangement with Merrill Lynch Commodities, Incorporated. During the month of April 2013, LYNX locked in ninety-one percent (91%) of the total monthly purchases, resulting in cap (LYNX locked) prices lower than the future (float) prices. At this time, LYNX is 3% below the budget year-to-date, primarily due to fuel hedging gains in the amount of \$254,227 and less than

anticipated fuel consumption. In the month of April, LYNX paid an average price of \$3.00 (net) per gallon for diesel fuel and \$2.98 (net) per gallon for bio-diesel, less fuel hedging gains which is lower than the budgeted price of \$3.17 (net). The national diesel fuel price for the month of April 2013 was \$3.60 (net), which is an indication of potential increases in the price of fuel for LYNX throughout the year. LYNX is currently \$205,217 under the budget for the fiscal year.

LYNX' staff proactively seeks ways to maximize operational efficiencies and improve services. As a result, fixed route operating expenses for salaries, wages, and fringe benefits are under budget due to various vacancies, and less vacation, sick, and holiday pay than anticipated as of April 30, 2013. In addition, expenses related to security, contact maintenance services, leases, and other miscellaneous expenses are less than budgeted.

Professional services related to various planning projects and other training grant programs are also less than anticipated. Casualty and liability insurance expenses are under budget due to the timing of the settlement of several outstanding claims anticipated for the year.

Paratransit Operations:

The operating profit from Paratransit operations is related to higher than anticipated customer fares and contract revenue as of April 2013. Unleaded fuel consumption for the month is higher than the budgeted as of April 2013 due to the increase in revenue hours. Although we have recognized fuel hedging gains year-to-date in the amount of \$151,786, fuel cost is slightly higher than anticipated. LYNX locked in fifty-five percent (55%) of the total monthly purchases, resulting in cap (LYNX locked) prices lower than the future (float) prices. The fuel is budgeted at a net price of \$3.09 (net) per gallon in the FY2013 budget. LYNX is currently paying \$2.87 (net) per gallon. The national unleaded fuel price for the month of April 2013 was \$3.31 (net). This is an indication of an anticipated increase in the price of fuel for LYNX throughout the year. Also, the year-to-date purchased transportation costs are higher than the amounts budgeted due to higher trip costs. An analysis follows:

ACCESS LYNX			
FY2013	Trips (Year-to-Date)	Blended Trip Rate	Costs
Actual (with est.)	398,928	\$27.01	\$10,776,979
Budget (rounding)	401,275	\$25.36	\$10,175,472
Excess Trips/Costs	(2,347)	\$ 1.65	\$ 601,507

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

	2013	2012
ASSETS		
CURRENT ASSETS:		
Cash and cash equivalents	\$ 26,636,206	\$ 21,229,076
Receivables:		
Local, trade and operating assistance	6,127,150	4,734,852
Federal grants	11,181,545	13,747,718
State grants	6,698,274	6,868,334
Inventory	1,658,438	1,468,118
Prepaid expenses and other assets	708,752	1,452,808
Restricted cash and cash equivalents	3,398,794	3,989,627
Deferred outflow of resources	744,896	612,600
Total current assets	57,154,055	54,103,133
NONCURRENT ASSETS:		
Restricted cash and cash equivalents	4,195,063	4,195,063
Property and equipment:		
Land	8,571,465	8,571,465
Buildings and shelters	92,402,879	87,036,128
Revenue vehicles	114,326,152	104,176,942
Furniture, Fixtures & Equipment	25,315,184	20,281,871
Total property and equipment	240,615,680	220,066,406
Less: accumulated depreciation	(122,264,483)	(102,716,049)
Construction in progress	12,636,505	14,091,339
Net property and equipment	130,987,702	131,441,696
Other assets	60,253	-
Total noncurrent assets	135,243,018	135,636,759
TOTAL ASSETS	\$ 192,397,073	\$ 189,739,892

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

	2013	2012
LIABILITIES AND NET ASSETS		
CURRENT LIABILITIES:		
Accounts payable	\$ 5,911,819	\$ 5,227,622
Accrued salaries and related taxes	2,822,212	2,384,328
Accrued compensated absences	3,656,202	3,575,926
Accrued self-insurance liability, current	2,128,388	1,835,748
Leases payable, current	1,199,031	1,152,929
SIB loans payable, current	5,021,344	5,006,318
Deferred operating revenue	4,443,695	4,144,047
Deferred capital	2,862,044	3,452,877
Deferred inflow of resources	744,896	612,600
Total current liabilities	28,789,631	27,392,395
NONCURRENT LIABILITIES:		
Leases payable, long-term	617,376	1,816,407
Loans payable	2,392,156	3,158,478
Accrued self-insurance liability, long-term	2,604,634	3,571,896
Total noncurrent liabilities	5,614,166	8,546,781
Total liabilities	34,403,797	35,939,176
NET ASSETS:		
Invested in capital assets, net of related debt	125,272,184	124,161,128
Restricted	536,749	536,750
Unrestricted	32,184,343	29,102,838
Total net assets	157,993,276	153,800,716
TOTAL LIABILITIES AND NET ASSETS	\$ 192,397,073	\$ 189,739,892

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

	Year to Date			Month of April		
	Budget	Actual	%	Budget	Actual	%
OPERATING REVENUES						
Customer Fares	\$ 15,459,855	\$ 17,226,149	111%	\$ 2,208,548	\$ 2,365,118	107%
Contract Services:						
Local Financial Assistance	4,842,378	4,478,187	92%	693,577	652,978	94%
Other Contractual Services	5,133,278	5,731,928	112%	733,326	993,597	135%
Advertising	889,583	910,287	102%	127,084	85,833	68%
Other Operating Income	242,957	187,539	77%	34,708	27,805	80%
Total Operating Revenues	<u>26,568,051</u>	<u>28,534,090</u>	107%	<u>3,797,243</u>	<u>4,125,331</u>	109%
NONOPERATING REVENUES						
Operating assistance grants:						
Federal	437,500	437,500	100%	62,500	62,500	100%
State of Florida	5,501,179	5,453,974	99%	785,883	779,139	99%
Local	22,937,313	22,903,487	100%	3,276,758	3,267,169	100%
Planning and other assistance grants:						
Federal - Commuter Rail Project	-	-	0%	-	-	0%
Federal - Other	10,327,864	9,141,635	89%	2,122,485	1,398,672	66%
State of Florida - Commuter Rail Project	-	-	0%	-	-	0%
State of Florida - BRT Circulator Project	-	-	0%	-	-	0%
State of Florida - Other	697,668	707,000	101%	99,668	101,000	101%
Local Matching - BRT Circulator Project	-	-	0%	-	-	0%
Local Matching - Other	-	-	0%	-	-	0%
Interest Income	87,500	32,999	38%	12,500	4,349	35%
Gain / (Loss) on Sale of Assets	-	8,985	N/A	-	2,265	N/A
Total Nonoperating Revenues	<u>39,989,024</u>	<u>38,685,580</u>	97%	<u>6,359,794</u>	<u>5,615,094</u>	88%
Total Revenues	<u>66,557,075</u>	<u>67,219,670</u>	101%	<u>10,157,037</u>	<u>9,740,425</u>	96%
OPERATING EXPENSES						
Salaries and Wages	23,762,784	22,885,296	96%	3,483,796	3,052,550	88%
Fringe Benefits	13,511,147	12,176,335	90%	1,841,054	1,600,093	87%
Purchased Transportation Services	10,969,269	11,781,408	107%	1,861,448	1,719,566	92%
Fuel	9,440,690	9,275,760	98%	1,350,478	1,372,198	102%
Other Materials and Supplies	3,379,669	3,715,125	110%	482,810	562,672	117%
Professional Services	1,830,564	1,479,095	81%	544,816	427,268	78%
Other Services	2,535,713	1,870,254	74%	362,244	301,693	83%
Lease and Miscellaneous Expenses	470,194	374,307	80%	67,170	62,980	94%
Casualty and Liability Insurance	1,045,028	777,650	74%	149,290	101,500	68%
Utilities	787,559	744,228	94%	112,508	104,541	93%
Taxes and Licenses	250,938	372,394	148%	35,849	53,598	150%
Interest Expense	78,546	109,165	139%	11,220	14,774	132%
Total Operating Expenses	<u>68,062,101</u>	<u>65,561,017</u>	96%	<u>10,302,683</u>	<u>9,373,433</u>	91%
OPERATING GAIN / (LOSS)	<u>\$ (1,505,026)</u>	<u>\$ 1,658,653</u>	N/A	<u>\$ (145,646)</u>	<u>\$ 366,992</u>	N/A

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY
FIXED-ROUTE, VANPOOL AND NEIGHBORLINK
STATEMENT OF REVENUES AND EXPENSES
FOR THE MONTH OF APRIL 2013 AND THE SEVEN MONTHS ENDED APRIL 30, 2013
(UNAUDITED)

	Year to Date			Month of April		
	<u>Budget</u>	<u>Actual</u>	<u>%</u>	<u>Budget</u>	<u>Actual</u>	<u>%</u>
OPERATING REVENUES						
Customer Fares	\$ 14,510,111	\$ 16,228,091	112%	\$ 2,072,871	\$ 2,218,086	107%
Contract Services:					-	
Local Financial Assistance	4,842,378	4,478,187	92%	693,576	652,978	94%
Other Contractual Services	219,579	785,255	358%	31,368	291,149	928%
Advertising	889,583	910,287	102%	127,083	85,833	68%
Other Operating Income	<u>242,958</u>	<u>187,540</u>	77%	<u>34,708</u>	<u>27,805</u>	80%
Total Operating Revenues	<u>20,704,609</u>	<u>22,589,360</u>	109%	<u>2,959,606</u>	<u>3,275,851</u>	111%
NONOPERATING REVENUES						
Operating assistance grants:						
Federal	437,500	437,500	100%	62,500	62,500	100%
State of Florida	5,501,179	5,453,972	99%	785,883	779,139	99%
Local	16,584,734	16,592,269	100%	2,369,248	2,369,248	100%
Planning and other assistance grants:						
Federal - Commuter Rail Project	-	-	0%	-	-	0%
Federal - Other	8,934,385	8,052,127	90%	1,629,006	1,209,163	74%
State of Florida - Commuter Rail Project	-	-	0%	-	-	0%
State of Florida - BRT Circulator Project	-	-	0%	-	-	0%
State of Florida - Other	697,667	707,000	101%	99,668	101,000	101%
Local Matching - BRT Circulator Project	-	-	0%	-	-	0%
Local Matching - Other	-	-	0%	-	-	0%
Interest Income	87,500	35,967	41%	12,500	4,349	35%
Gain / (Loss) on the Sale of Assets	<u>-</u>	<u>6,017</u>	N/A	<u>-</u>	<u>2,265</u>	N/A
Total Nonoperating Revenues	<u>32,242,965</u>	<u>31,284,852</u>	97%	<u>4,958,805</u>	<u>4,527,664</u>	91%
Total Revenues	<u>52,947,575</u>	<u>53,874,212</u>	102%	<u>7,918,411</u>	<u>7,803,515</u>	99%
OPERATING EXPENSES						
Salaries and Wages	23,554,826	22,655,303	96%	3,453,920	3,017,380	87%
Fringe Benefits	13,379,047	12,052,559	90%	1,821,614	1,583,964	87%
Purchased Transportation Services	758,215	964,919	127%	108,316	212,050	196%
Fuel	7,830,291	7,624,974	97%	1,120,421	1,107,254	99%
Other Materials and Supplies	3,364,129	3,711,179	110%	480,590	562,374	117%
Professional Services	1,707,656	1,414,835	83%	527,258	414,959	79%
Other Services	2,420,522	1,870,252	77%	345,788	301,693	87%
Lease and Miscellaneous Expenses	464,988	368,454	79%	66,426	62,734	94%
Casualty and Liability Insurance	1,045,028	777,427	74%	149,290	101,500	68%
Utilities	752,688	709,103	94%	107,526	99,535	93%
Taxes and Licenses	225,158	334,951	149%	32,166	45,797	142%
Interest Expense	<u>78,546</u>	<u>109,165</u>	139%	<u>11,221</u>	<u>14,774</u>	132%
Total Operating Expenses	<u>55,581,094</u>	<u>52,593,121</u>	95%	<u>8,224,536</u>	<u>7,524,014</u>	91%
OPERATING GAIN / (LOSS)	<u>\$ (2,633,519)</u>	<u>\$ 1,281,091</u>	N/A	<u>\$ (306,125)</u>	<u>\$ 279,501</u>	N/A

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

	Year to Date			Month of April		
	Budget	Actual	%	Budget	Actual	%
OPERATING REVENUES						
Customer Fares	\$ 949,744	\$ 998,051	105%	\$ 135,677	\$ 147,032	108%
Contract Services:						
Local Financial Assistance	-	-	0%	-	-	0%
Other Contractual Services	4,913,699	4,946,674	101%	701,957	702,448	100%
Advertising	-	-	0%	-	-	0%
Other Operating Income	-	-	0%	-	-	0%
Total Operating Revenues	<u>5,863,443</u>	<u>5,944,725</u>	101%	<u>837,634</u>	<u>849,480</u>	101%
NONOPERATING REVENUES						
Operating assistance grants:						
Federal	-	-	0%	-	-	0%
State of Florida	-	-	0%	-	-	0%
Local	6,352,579	6,311,219	99%	907,510	897,921	99%
Planning and other assistance grants:						
Federal - Commuter Rail Project	-	-	0%	-	-	0%
Federal - Other	1,393,479	1,089,509	78%	493,479	189,509	38%
State of Florida - Commuter Rail Project	-	-	0%	-	-	0%
State of Florida - BRT Circulator Project	-	-	0%	-	-	0%
State of Florida - Other	-	-	N/A	-	-	N/A
Local Matching - BRT Circulator Project	-	-	0%	-	-	0%
Local Matching - Other	-	-	0%	-	-	0%
Interest Income	-	-	0%	-	-	0%
Gain / (Loss) on the Sale of Assets	-	-	0%	-	-	0%
Total Nonoperating Revenues	<u>7,746,058</u>	<u>7,400,728</u>	96%	<u>1,400,989</u>	<u>1,087,430</u>	78%
Total Revenues	<u>13,609,501</u>	<u>13,345,453</u>	98%	<u>2,238,623</u>	<u>1,936,910</u>	87%
OPERATING EXPENSES						
Salaries and Wages	207,958	229,992	111%	29,875	35,170	118%
Fringe Benefits	132,101	123,776	94%	19,437	16,129	83%
Purchased Transportation Services	10,211,054	10,816,488	106%	1,753,132	1,507,516	86%
Fuel	1,610,399	1,650,788	103%	230,057	264,944	115%
Other Materials and Supplies	15,540	3,947	25%	2,220	298	N/A
Professional Services	122,908	64,260	52%	17,558	12,309	70%
Other Services	115,191	-	0%	16,456	-	N/A
Lease and Miscellaneous Expenses	5,206	5,851	112%	744	246	33%
Casualty and Liability Insurance	-	-	0%	-	-	0%
Utilities	34,871	31,683	91%	4,982	5,006	100%
Taxes and Licenses	25,780	41,106	159%	3,683	7,801	212%
Interest Expense	-	-	0%	-	-	0%
Total Operating Expenses	<u>12,481,008</u>	<u>12,967,891</u>	104%	<u>2,078,144</u>	<u>1,849,419</u>	89%
OPERATING GAIN / (LOSS)	<u>\$ 1,128,493</u>	<u>\$ 377,562</u>	N/A	<u>\$ 160,479</u>	<u>\$ 87,491</u>	N/A

Monthly Report B: Financial Reports

To: LYNX Board of Directors

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

Phone: 407.841.2279 ext: 6100

Item Name: Monthly Financial Reports - March 31, 2013

Date: 5/23/2013

Please find attached the monthly financial report for the six months ending March 31, 2013. LYNX' Balance Sheets, Statement of Revenues, Expenses, and Changes in Net Assets (Operating Statement) for the six months ending March 31, 2013 reflect total revenue earned in the amount of \$57,479,243 and total expenses incurred in the amount of \$56,187,582 resulting in a net operating profit of \$1,291,661.

- Fixed route, Vanpool, and NeighborLink services resulted in an operating profit of \$1,001,589 for the six months of the fiscal year.
- Paratransit services resulted in an operating profit of \$290,072 for the six months of the fiscal year.

Fixed Route Operations:

The year-to-date Operating Revenues are higher than the budget at 107%. Customer fares are at 112% of the budgeted amount year-to-date, and are 118% of the budgeted amount for the month of March. LYNX' ridership continues to increase into the new fiscal year. Ridership is up by 2.4% year-over-year as of March 31, 2013. If this trend continues, LYNX' ridership will reflect a greater increase for the new fiscal year.

LYNX has experienced a significant increase in advertising revenue for the month of March 2013 and year-to-date is higher than anticipated. Actual revenues through March 2013 for advertising on buses, shelters, and in-kind (trade) transactions are \$823,432, \$1,022, and \$0-, respectively. Direct Media's staff continue to enhance LYNX' advertising program and to increase the advertising revenue stream. Direct Media's sales staff is actively seeking new clients and working with existing clients to offer an attractive and affordable advertising program.

In an attempt to stabilize fuel cost in the future, LYNX' staff entered into a fuel hedging arrangement with Merrill Lynch Commodities, Incorporated. During the month of March 2013, LYNX locked in ninety-seven percent (97%) of the total monthly purchases, resulting in cap (LYNX locked) prices lower than the future (float) prices. At this time, LYNX is 3% below the budget year-to-date, primarily due to fuel hedging gains in the amount of \$254,760 and less than

anticipated fuel consumption. In the month of March, LYNX paid an average price of \$3.14 (net) per gallon for diesel fuel and \$3.11 (net) per gallon for bio-diesel, less fuel hedging gains which is lower than the budgeted price of \$3.17 (net). The national diesel fuel price for the month of March 2013 was \$3.73 (net), which is an indication of potential increases in the price of fuel for LYNX throughout the year. LYNX is currently \$192,151 under the budget for the fiscal year.

LYNX' staff proactively seeks ways to maximize operational efficiencies and improve services. As a result, fixed route operating expenses for salaries, wages, and fringe benefits are under budget due to various vacancies, and less vacation, sick, and holiday pay than anticipated as of March 31, 2013. In addition, expenses related to security, contact maintenance services, leases, and other miscellaneous expenses are less than budgeted.

Professional services related to various planning projects and other training grant programs are also less than anticipated. Casualty and liability insurance expenses are under budget due to the timing of the settlement of several outstanding claims anticipated for the year.

Paratransit Operations:

The operating profit from Paratransit operations is related to higher than anticipated customer fares and contract revenue as of March 2013. Although the unleaded fuel consumption for the month is higher than the budgeted as of March 2013 due to the increase in revenue hours, the fuel cost is less than anticipated due to the fuel hedging gains in the amount of \$126,662 earned year-to-date. LYNX locked in sixty-six percent (66%) of the total monthly purchases, resulting in cap (LYNX locked) prices lower than the future (float) prices. The fuel is budgeted at a net price of \$3.09 (net) per gallon in the FY2013 budget. LYNX is currently paying \$2.98 (net) per gallon. The national unleaded fuel price for the month of March 2013 was \$3.45 (net). This is an indication of an anticipated increase in the price of fuel for LYNX throughout the year. Also, the year-to-date purchased transportation costs are higher than the amounts budgeted due to higher trip costs. An analysis follows:

ACCESS LYNX			
FY2013	Trips (Year-to-Date)	Blended Trip Rate	Costs
Actual (with est.)	337,663	\$27.57	\$9,308,972
Budget (rounding)	343,950	\$24.59	\$8,457,922
Excess Trips/Costs	(6,287)	\$ 2.98	\$ 851,050

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

	<u>2013</u>	<u>2012</u>
ASSETS		
CURRENT ASSETS:		
Cash and cash equivalents	\$ 26,479,688	\$ 23,719,681
Receivables:		
Local, trade and operating assistance	6,870,330	5,402,556
Federal grants	10,079,855	12,252,781
State grants	5,686,709	5,800,394
Inventory	1,620,529	1,447,766
Prepaid expenses and other assets	813,727	1,389,997
Restricted cash and cash equivalents	3,315,036	3,905,869
Deferred outflow of resources	744,896	612,600
	<u>55,610,770</u>	<u>54,531,644</u>
Total current assets		
NONCURRENT ASSETS:		
Restricted cash and cash equivalents	<u>4,195,063</u>	<u>4,195,063</u>
Property and equipment:		
Land	8,571,465	8,571,465
Buildings and shelters	92,382,724	87,036,128
Revenue vehicles	114,215,128	104,176,942
Furniture, Fixtures & Equipment	<u>25,245,888</u>	<u>20,258,301</u>
Total property and equipment	240,415,205	220,042,836
Less: accumulated depreciation	(120,335,454)	(101,215,576)
Construction in progress	<u>12,030,533</u>	<u>13,788,906</u>
	<u>132,110,284</u>	<u>132,616,166</u>
Net property and equipment		
Other assets	<u>60,253</u>	<u> </u>
	<u>136,365,600</u>	<u>136,811,229</u>
Total noncurrent assets		
TOTAL ASSETS	<u>\$ 191,976,370</u>	<u>\$ 191,342,873</u>

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

	<u>2013</u>	<u>2012</u>
LIABILITIES AND NET ASSETS		
CURRENT LIABILITIES:		
Accounts payable	\$ 4,510,371	\$ 5,293,596
Accrued salaries and related taxes	2,748,149	2,327,543
Accrued compensated absences	3,656,202	3,575,926
Accrued self-insurance liability, current	2,128,388	1,835,748
Leases payable, current	1,198,136	1,152,929
SIB loans payable, current	5,021,344	5,006,318
Deferred operating revenue	4,770,877	4,408,728
Deferred capital	2,778,286	3,369,119
Deferred inflow of resources	744,896	612,600
Total current liabilities	<u>27,556,649</u>	<u>27,582,507</u>
NONCURRENT LIABILITIES:		
Leases payable, long-term	618,271	1,816,407
Loans payable	2,392,156	3,158,478
Accrued self-insurance liability, long-term	2,604,634	3,571,896
Total noncurrent liabilities	<u>5,615,061</u>	<u>8,546,781</u>
Total liabilities	<u>33,171,710</u>	<u>36,129,288</u>
NET ASSETS:		
Invested in capital assets, net of related debt	126,450,560	125,345,434
Restricted	536,750	536,750
Unrestricted	31,817,350	29,331,401
Total net assets	<u>158,804,660</u>	<u>155,213,585</u>
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 191,976,370</u>	<u>\$ 191,342,873</u>

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

	Year to Date			Month of March		
	Budget	Actual	%	Budget	Actual	%
OPERATING REVENUES						
Customer Fares	\$ 13,251,307	\$ 14,861,026	112%	\$ 2,208,551	\$ 2,598,612	118%
Contract Services:						
Local Financial Assistance	4,148,802	3,825,210	92%	691,468	646,783	94%
Other Contractual Services	4,399,953	4,738,333	108%	733,325	781,204	107%
Advertising	762,500	824,454	108%	127,083	(48,998)	-39%
Other Operating Income	208,250	159,734	77%	34,708	19,725	57%
Total Operating Revenues	<u>22,770,812</u>	<u>24,408,757</u>	107%	<u>3,795,135</u>	<u>3,997,326</u>	105%
NONOPERATING REVENUES						
Operating assistance grants:						
Federal	375,000	375,000	100%	62,500	62,500	100%
State of Florida	4,715,297	4,674,835	99%	785,883	779,139	99%
Local	19,660,555	19,636,318	100%	3,276,760	3,274,713	100%
Planning and other assistance grants:						
Federal - Commuter Rail Project	-	-	0%	-	-	0%
Federal - Other	8,205,379	7,742,963	94%	1,367,562	1,436,181	105%
State of Florida - Commuter Rail Project	-	-	0%	-	-	0%
State of Florida - BRT Circulator Project	-	-	0%	-	-	0%
State of Florida - Other	598,000	606,000	101%	99,667	101,000	101%
Local Matching - BRT Circulator Project	-	-	0%	-	-	0%
Local Matching - Other	-	-	0%	-	-	0%
Interest Income	75,000	28,650	38%	12,500	4,719	38%
Gain / (Loss) on Sale of Assets	-	6,720	N/A	-	3,752	N/A
Total Nonoperating Revenues	<u>33,629,231</u>	<u>33,070,486</u>	98%	<u>5,604,872</u>	<u>5,662,004</u>	101%
Total Revenues	<u>56,400,043</u>	<u>57,479,243</u>	102%	<u>9,400,007</u>	<u>9,659,330</u>	103%
OPERATING EXPENSES						
Salaries and Wages	20,278,988	19,832,745	98%	3,379,830	3,365,417	100%
Fringe Benefits	11,670,093	10,576,248	91%	1,945,016	1,615,999	83%
Purchased Transportation Services	9,107,821	10,061,841	110%	1,517,969	1,533,077	101%
Fuel	8,090,212	7,903,563	98%	1,348,368	1,468,905	109%
Other Materials and Supplies	2,896,859	3,152,451	109%	482,811	486,983	101%
Professional Services	1,285,748	1,051,827	82%	214,291	298,558	139%
Other Services	2,173,469	1,568,560	72%	362,246	323,228	89%
Lease and Miscellaneous Expenses	403,024	311,325	77%	67,171	65,242	97%
Casualty and Liability Insurance	895,738	676,151	75%	149,290	159,803	107%
Utilities	675,051	639,685	95%	112,509	118,890	106%
Taxes and Licenses	215,089	318,795	148%	35,847	62,326	174%
Interest Expense	67,326	94,391	140%	11,221	14,774	132%
Total Operating Expenses	<u>57,759,418</u>	<u>56,187,582</u>	97%	<u>9,626,569</u>	<u>9,513,202</u>	99%
OPERATING GAIN / (LOSS)	<u>\$ (1,359,375)</u>	<u>\$ 1,291,661</u>	N/A	<u>\$ (226,562)</u>	<u>\$ 146,128</u>	N/A

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY
FIXED-ROUTE, VANPOOL AND NEIGHBORLINK
STATEMENT OF REVENUES AND EXPENSES
FOR THE MONTH OF MARCH 2013 AND THE SIX MONTHS ENDED MARCH 31, 2013
(UNAUDITED)

	Year to Date			Month of March		
	Budget	Actual	%	Budget	Actual	%
OPERATING REVENUES						
Customer Fares	\$ 12,437,240	\$ 14,010,005	113%	\$ 2,072,874	\$ 2,472,619	119%
Contract Services:						
Local Financial Assistance	4,148,802	3,825,210	92%	691,468	646,783	94%
Other Contractual Services	188,211	494,106	263%	31,368	80,956	258%
Advertising	762,500	824,454	108%	127,083	(48,998)	-39%
Other Operating Income	208,250	159,734	77%	34,708	19,725	57%
Total Operating Revenues	<u>17,745,003</u>	<u>19,313,509</u>	109%	<u>2,957,501</u>	<u>3,171,085</u>	107%
NONOPERATING REVENUES						
Operating assistance grants:						
Federal	375,000	375,000	100%	62,500	62,500	100%
State of Florida	4,715,297	4,674,835	99%	785,883	779,139	99%
Local	14,215,486	14,223,021	100%	2,369,246	2,376,792	100%
Planning and other assistance grants:						
Federal - Commuter Rail Project	-	-	0%	-	-	0%
Federal - Other	7,305,379	6,842,963	94%	1,217,562	1,286,181	106%
State of Florida - Commuter Rail Project	-	-	0%	-	-	0%
State of Florida - BRT Circulator Project	-	-	0%	-	-	0%
State of Florida - Other	598,000	606,000	101%	99,667	101,000	101%
Local Matching - BRT Circulator Project	-	-	0%	-	-	0%
Local Matching - Other	-	-	0%	-	-	0%
Interest Income	75,000	28,650	38%	12,500	4,719	38%
Gain / (Loss) on the Sale of Assets	-	6,720	N/A	-	3,752	N/A
Total Nonoperating Revenues	<u>27,284,162</u>	<u>26,757,189</u>	98%	<u>4,547,358</u>	<u>4,614,083</u>	101%
Total Revenues	<u>45,029,165</u>	<u>46,070,698</u>	102%	<u>7,504,859</u>	<u>7,785,168</u>	104%
OPERATING EXPENSES						
Salaries and Wages	20,100,905	19,637,922	98%	3,350,150	3,329,355	99%
Fringe Benefits	11,557,429	10,468,602	91%	1,926,237	1,602,279	83%
Purchased Transportation Services	649,899	752,868	116%	108,317	8,550	8%
Fuel	6,709,870	6,517,719	97%	1,118,311	1,220,490	109%
Other Materials and Supplies	2,883,539	3,148,803	109%	480,591	486,854	101%
Professional Services	1,180,398	999,876	85%	196,731	287,077	146%
Other Services	2,074,734	1,568,559	76%	345,791	323,228	93%
Lease and Miscellaneous Expenses	398,562	305,720	77%	66,429	64,365	97%
Casualty and Liability Insurance	895,738	675,927	75%	149,290	159,803	107%
Utilities	645,162	609,569	94%	107,530	109,998	102%
Taxes and Licenses	192,992	289,153	150%	32,165	57,295	178%
Interest Expense	67,326	94,391	140%	11,221	14,774	132%
Total Operating Expenses	<u>47,356,554</u>	<u>45,069,109</u>	95%	<u>7,892,763</u>	<u>7,664,068</u>	97%
OPERATING GAIN / (LOSS)	<u>\$ (2,327,389)</u>	<u>\$ 1,001,589</u>	N/A	<u>\$ (387,904)</u>	<u>\$ 121,100</u>	N/A

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

	Year to Date			Month of March		
	Budget	Actual	%	Budget	Actual	%
OPERATING REVENUES						
Customer Fares	\$ 814,067	\$ 851,021	105%	\$ 135,677	\$ 125,993	93%
Contract Services:						
Local Financial Assistance	-	-	0%	-	-	0%
Other Contractual Services	4,211,742	4,244,226	101%	701,957	700,248	100%
Advertising	-	-	0%	-	-	0%
Other Operating Income	-	-	0%	-	-	0%
Total Operating Revenues	<u>5,025,809</u>	<u>5,095,247</u>	101%	<u>837,634</u>	<u>826,241</u>	99%
NONOPERATING REVENUES						
Operating assistance grants:						
Federal	-	-	0%	-	-	0%
State of Florida	-	-	0%	-	-	0%
Local	5,445,069	5,413,298	99%	907,514	897,921	99%
Planning and other assistance grants:						
Federal - Commuter Rail Project	-	-	0%	-	-	0%
Federal - Other	900,000	900,000	100%	150,000	150,000	100%
State of Florida - Commuter Rail Project	-	-	0%	-	-	0%
State of Florida - BRT Circulator Project	-	-	0%	-	-	0%
State of Florida - Other	-	-	N/A	-	-	N/A
Local Matching - BRT Circulator Project	-	-	0%	-	-	0%
Local Matching - Other	-	-	0%	-	-	0%
Interest Income	-	-	0%	-	-	0%
Gain / (Loss) on the Sale of Assets	-	-	0%	-	-	0%
Total Nonoperating Revenues	<u>6,345,069</u>	<u>6,313,298</u>	99%	<u>1,057,514</u>	<u>1,047,921</u>	99%
Total Revenues	<u>11,370,878</u>	<u>11,408,545</u>	100%	<u>1,895,148</u>	<u>1,874,162</u>	99%
OPERATING EXPENSES						
Salaries and Wages	178,083	194,822	109%	29,680	36,062	122%
Fringe Benefits	112,664	107,647	96%	18,779	13,720	73%
Purchased Transportation Services	8,457,922	9,308,972	110%	1,409,652	1,524,527	108%
Fuel	1,380,342	1,385,844	100%	230,057	248,415	108%
Other Materials and Supplies	13,320	3,649	27%	2,220	129	N/A
Professional Services	105,350	51,952	49%	17,560	11,481	65%
Other Services	98,735	-	0%	16,455	-	N/A
Lease and Miscellaneous Expenses	4,462	5,605	126%	742	877	118%
Casualty and Liability Insurance	-	-	0%	-	-	0%
Utilities	29,889	26,677	89%	4,979	8,892	179%
Taxes and Licenses	22,097	33,305	151%	3,682	5,031	137%
Interest Expense	-	-	0%	-	-	0%
Total Operating Expenses	<u>10,402,864</u>	<u>11,118,473</u>	107%	<u>1,733,806</u>	<u>1,849,134</u>	107%
OPERATING GAIN / (LOSS)	<u>\$ 968,014</u>	<u>\$ 290,072</u>	N/A	<u>\$ 161,342</u>	<u>\$ 25,028</u>	N/A

Monthly Report C: LYNX American Recovery and Reinvestment Act Project Status Report

To: LYNX Board of Directors

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

Phone: 407.841.2279 ext: 6009

Item Name: LYNX American Recovery and Reinvestment Act Project Status Report

Date: 5/23/2013

LYNX received over \$29.6 million in a 2009 American Recovery and Reinvestment Act (ARRA) Grant. Many of the original ARRA projects have been completed under budget. This has afforded LYNX the opportunity to use savings on other related projects.

The FTA and ARRA Project Management Oversight Consultant (PMOC) most recently met with LYNX staff on March 20, 2013 to review ARRA projects status. At that time the direction was to have all ARRA projects completed and closed out before the end of the federal fiscal year September 2013. In July 2012, LYNX requested FTA to extend the deadline by 12 months to complete the purchase of fare collection equipment and LYNX received FTA's approval on this request in April 2013.

Monthly Report D: Ridership Report

To: LYNX Board of Directors

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

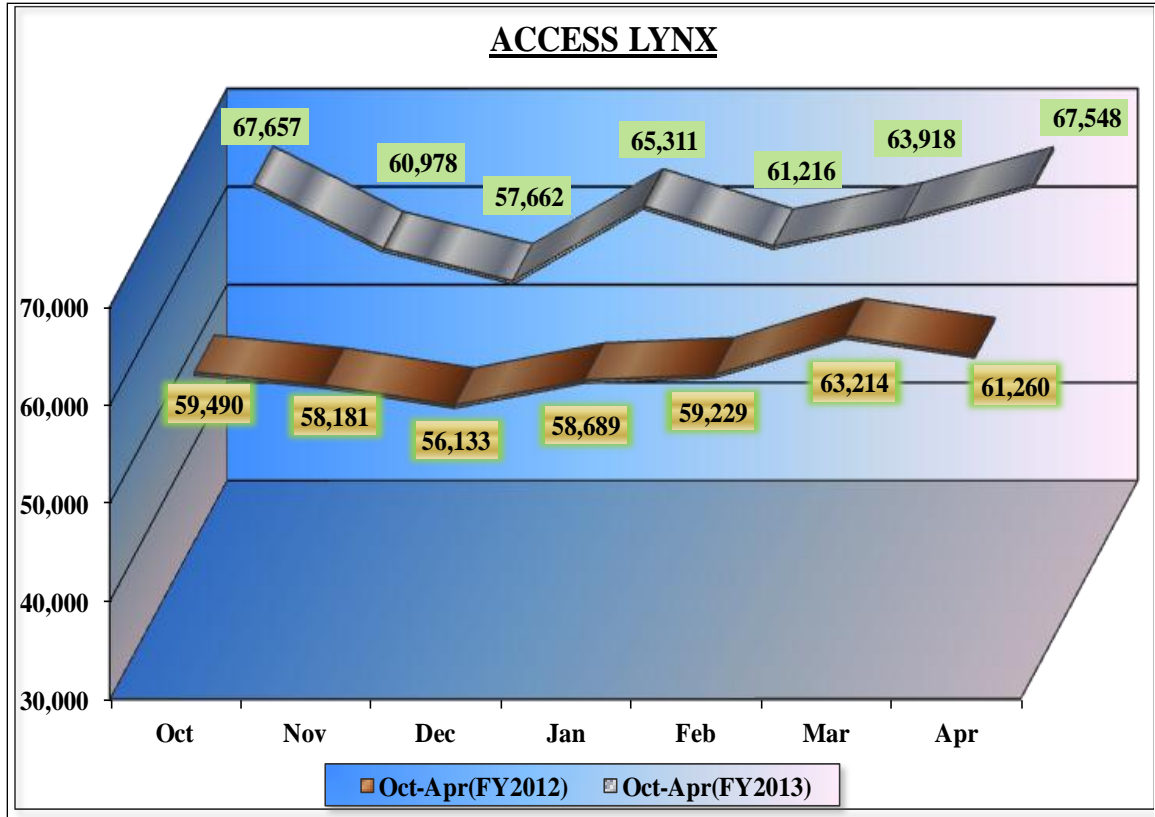
Phone: 407.841.2279 ext: 6009

Item Name: Ridership Report March and April 2013

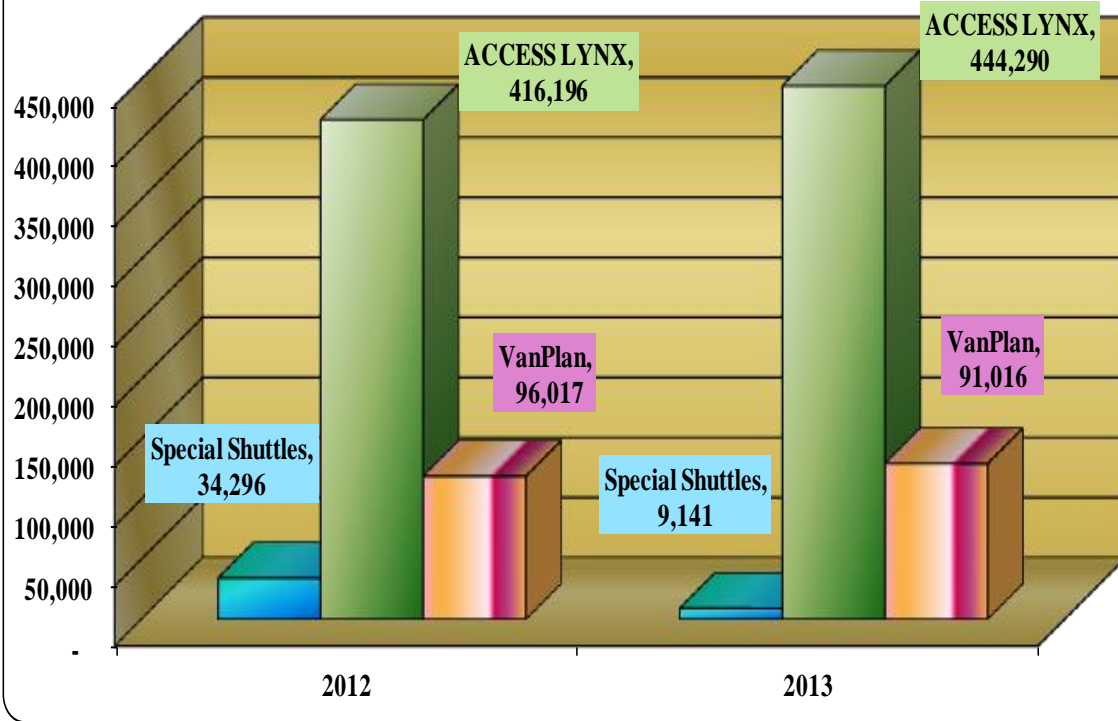
Date: 5/23/2013

Year to date (October- April) Final

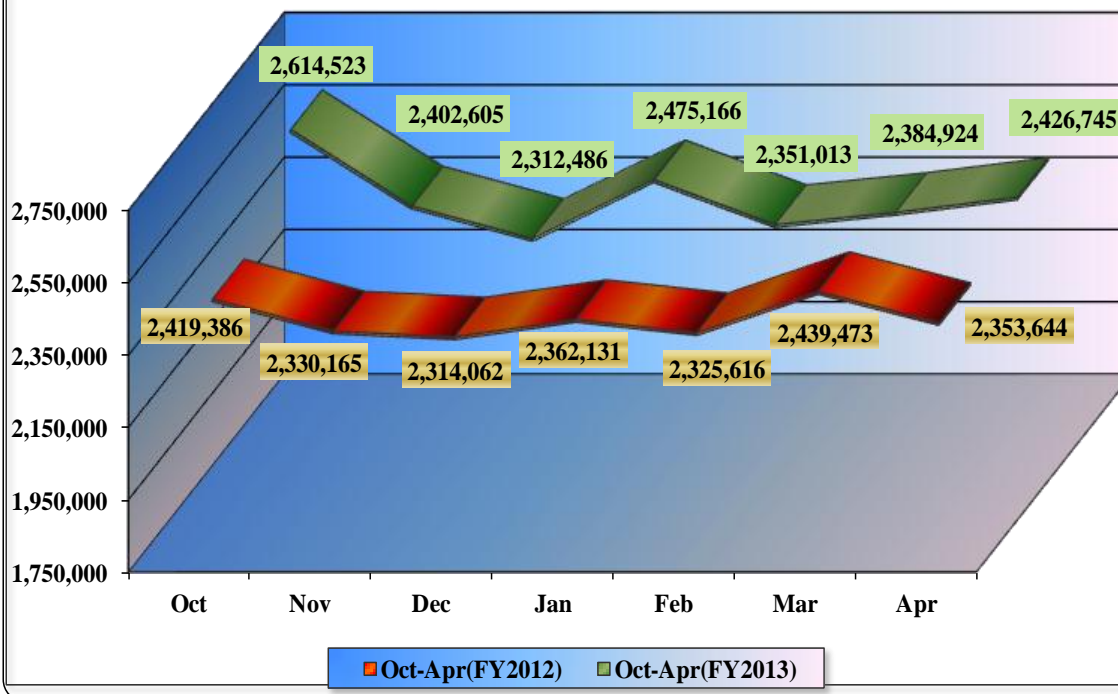
<i>Service Mode</i>	<i>Oct-Apr(FY2012)</i>	<i>Oct-Apr(FY2013)</i>	<i>% Change</i>
LYMMO	517,883	494,443	-4.53%
Fixed Route	15,942,216	16,390,306	2.81%
NeighborLink	84,378	82,713	-1.97%
SUBTOTAL - FIXED ROUTE	16,544,477	16,967,462	2.56%
Special Shuttles	34,296	9,141	N/A
ACCESS LYNX	416,196	444,290	6.75%
Van Pool	119,340	129,756	8.73%
SUBTOTAL - OTHER SERVICES	569,832	583,187	2.34%
TOTAL ALL SERVICES	17,114,309	17,550,649	2.55%



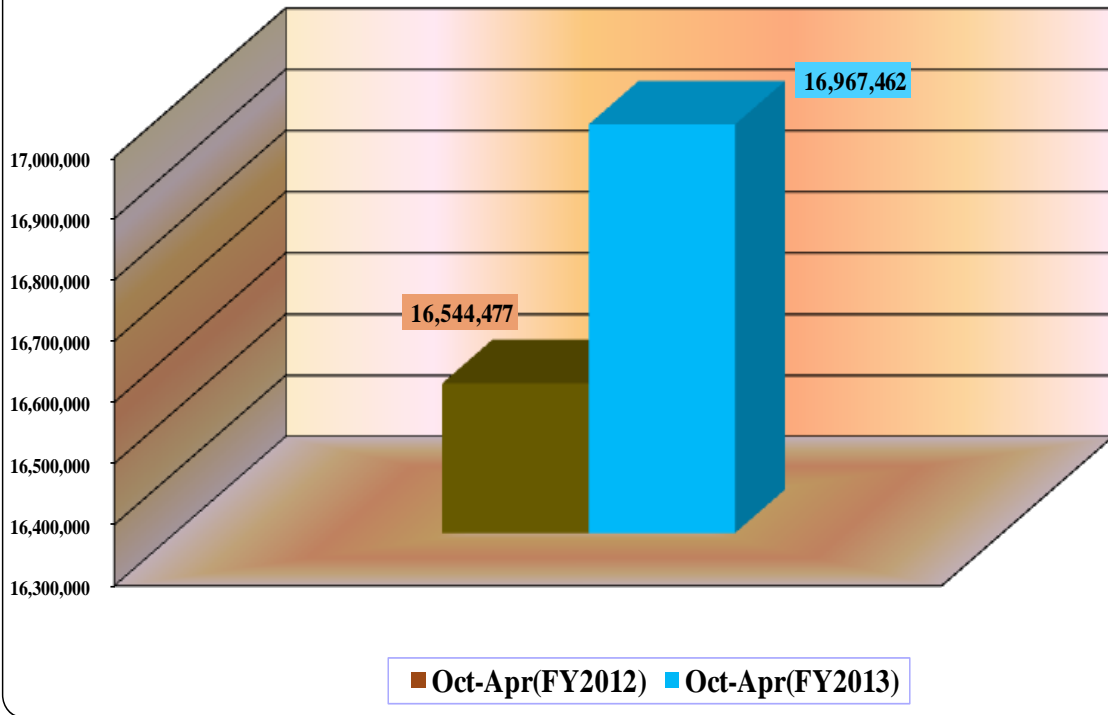
ACCESS LYNX, NEIGHBORLINK & VANPOOL



FIXED ROUTE



FIXED ROUTE



Average Daily Ridership by Mode

<i>Service Mode</i>	<i>Day</i>	<i>April-12</i>	<i>April-13</i>	<i>% Change</i>
LYMMO	Weekday	3,026	2,936	-2.98%
	Saturday	1,115	1,305	17.04%
	Sunday	995	989	-0.56%
All Other Links	Weekday	88,148	88,188	0.05%
	Saturday	60,041	61,975	3.22%
	Sunday	35,515	35,125	-1.10%
Total Fixed Route	Weekday	91,174	91,124	-0.06%
	Saturday	61,156	63,280	3.47%
	Sunday	36,510	36,114	-1.08%
ACCESS LYNX	Weekday	3,087	2,718	-11.93%
	Saturday	1,329	1,033	-22.24%
	Sunday	463	435	-6.09%
NeighborLink	Weekday	497	482	-3.02%
	Saturday	385	514	33.62%
Van Pool	Weekday	734	947	29.00%
	Saturday	137	232	69.96%
	Sunday	192	246	28.46%
TOTAL <i>LYNX</i> <i>SERVICES</i>	Weekday	95,492	95,271	-0.23%
	Saturday	63,006	65,059	3.26%
	Sunday	37,164	36,795	-0.99%

The following new links were added in December 2012

Link 416 – Poinciana/ Haines City

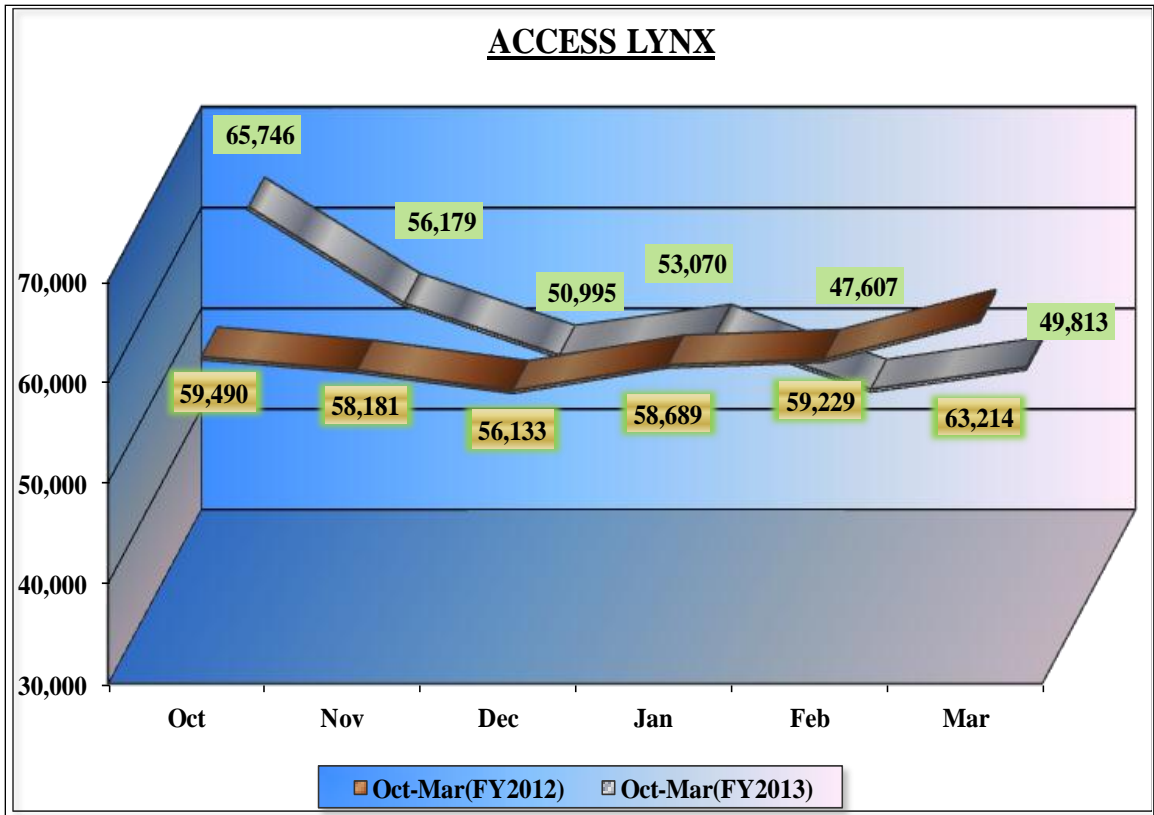
Link 427 – US 27/ Haines City

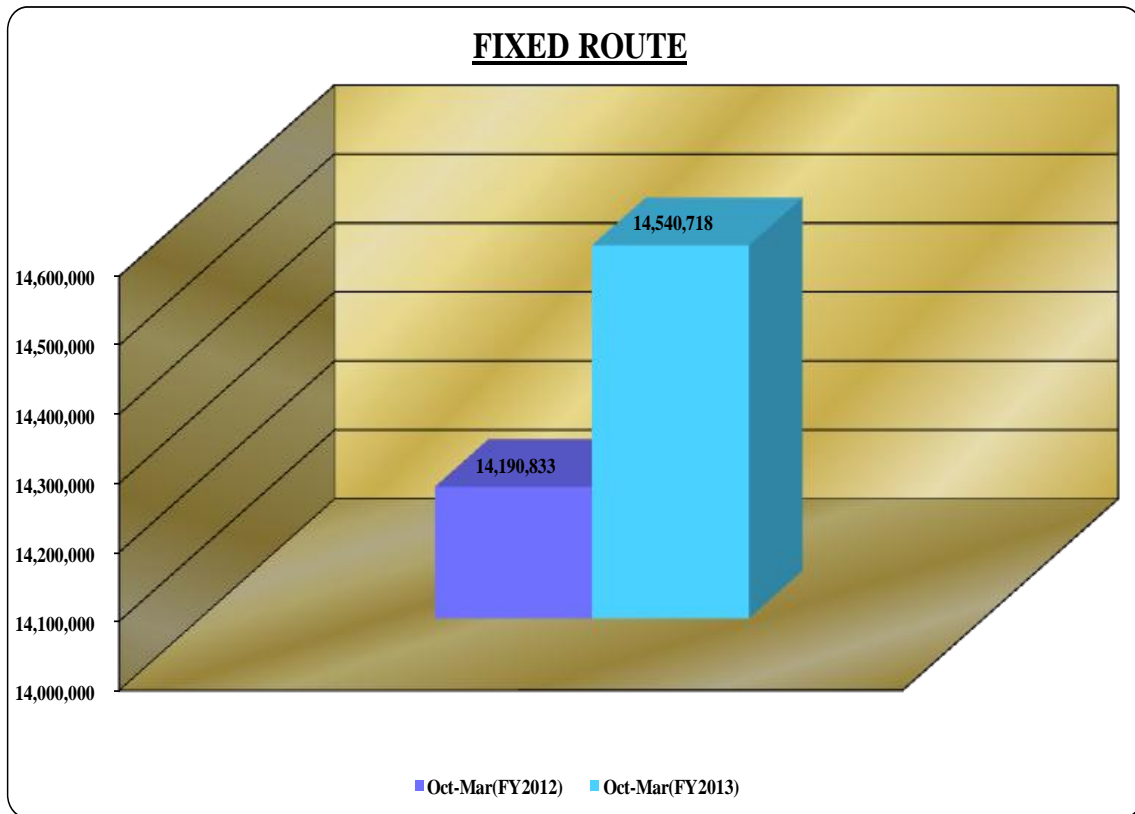
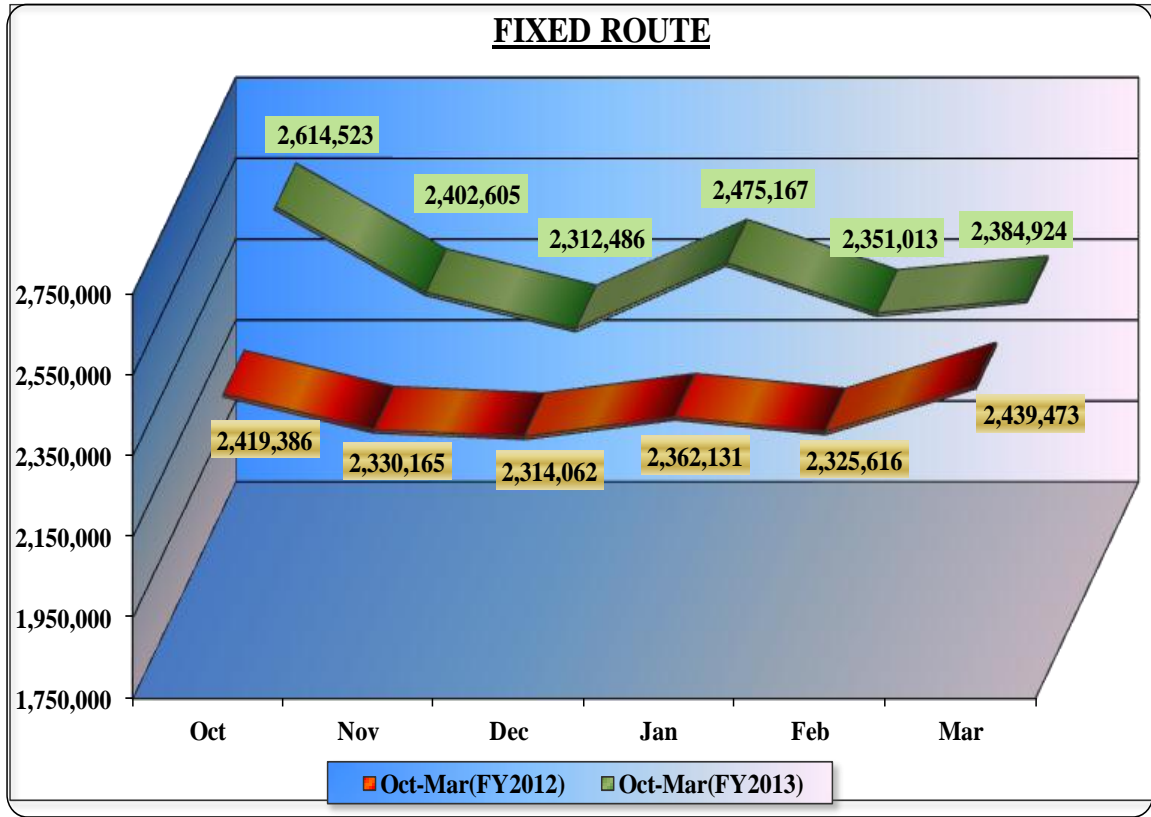
On February 1st 2013, the following link was added:

Link 212 – UCF Shuttle

Year to date (October- March) Final

<i>Service Mode</i>	<i>Oct-Mar(FY2012)</i>	<i>Oct-Mar(FY2013)</i>	<i>% Change</i>
LYMMO	444,897	420,674	-5.44%
Fixed Route	13,673,333	14,049,987	2.75%
NeighborLink	72,603	70,057	-3.51%
SUBTOTAL - FIXED ROUTE	14,190,833	14,540,718	2.47%
Special Shuttles	34,150	8,480	N/A
ACCESS LYNX	354,936	323,410	-8.88%
Van Pool	101,286	111,118	9.71%
SUBTOTAL - OTHER SERVICES	490,372	443,008	-9.66%
TOTAL ALL SERVICES	14,681,205	14,983,726	2.06%





Average Daily Ridership by Mode

<i>Service Mode</i>	<i>Day</i>	<i>March-12</i>	<i>March-13</i>	<i>% Change</i>
LYMMO	Weekday	2,837	2,824	-0.44%
	Saturday	1,209	1,334	10.34%
	Sunday	915	868	-5.07%
All Other Links	Weekday	86,542	87,278	0.85%
	Saturday	61,369	62,061	1.13%
	Sunday	33,902	30,442	-10.21%
Total Fixed Route	Weekday	89,379	90,102	0.81%
	Saturday	62,578	63,395	1.30%
	Sunday	34,817	31,310	-10.07%
ACCESS LYNX	Weekday	3,025	2,612	-13.66%
	Saturday	1,322	1,021	-22.81%
	Sunday	385	397	3.29%
NeighborLink	Weekday	475	497	4.59%
	Saturday	308	339	10.27%
Van Pool	Weekday	723	922	27.59%
	Saturday	179	227	26.99%
	Sunday	153	239	56.21%
TOTAL LYNX SERVICES	Weekday	93,601	94,132	0.57%
	Saturday	64,387	64,982	0.92%
	Sunday	35,355	31,946	-9.64%

LYNX Board Agenda

Service Mode	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	TOTAL YEAR
LYMMO	79,272	67,129	61,048	72,883	70,022	70,320	73,769						494,443
Fixed Route	2,522,633	2,324,013	2,240,871	2,390,425	2,269,566	2,302,479	2,340,319						16,390,306
NeighborLink	12,618	11,463	10,567	11,858	11,425	12,125	12,657						82,713
SUBTOTAL - FIXED ROUTE	2,614,523	2,402,605	2,312,486	2,475,166	2,351,013	2,384,924	2,426,745	-	-	-	-	-	16,967,462
Special Shuttles	50	52	1,834	5,307	1,098	139	661						9,141
ACCESS LYNX	67,657	60,978	57,662	65,311	61,216	63,918	67,548						444,290
VanPlan	18,552	16,304	16,215	19,424	18,594	20,307	20,360						129,756
SUBTOTAL - OTHER SERVICES	86,259	77,334	75,711	90,042	80,908	84,364	88,569	-	-	-	-	-	583,187
TOTAL ALL SERVICES	2,700,782	2,479,939	2,388,197	2,565,208	2,431,921	2,469,288	2,515,314						17,550,649

% Change From Fiscal Year 2012 To Fiscal Year 2013

Service Mode	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	TOTAL YEAR
LYMMO	-2.3%	-10.5%	-13.6%	-0.4%	-3.9%	-2.5%	1.1%						-4.5%
Fixed Route	8.5%	3.6%	0.4%	5.0%	1.3%	-2.2%	3.1%						2.8%
NeighborLink	2.8%	-4.7%	-11.6%	-4.5%	-4.3%	1.1%	7.5%						-2.0%
SUBTOTAL - FIXED ROUTE	8.1%	3.1%	-0.1%	4.8%	1.1%	-2.2%	3.1%						2.6%
Special Shuttles		-99.7%	-84.0%	48.0%	68.7%	-60.1%	352.7%						-73.3%
ACCESS LYNX	13.7%	4.8%	2.7%	11.3%	3.4%	1.1%	10.3%						6.8%
VanPlan	7.7%	-2.1%	8.4%	13.4%	7.3%	12.9%	12.8%						8.7%
SUBTOTAL - OTHER SERVICES	12.4%	-16.8%	-8.3%	13.4%	4.8%	3.5%	11.5%						2.3%
TOTAL ALL SERVICES	8.2%	2.3%	-0.4%	5.1%	1.2%	-2.1%	3.4%						2.5%

Fiscal Year 2012

Service Mode	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	TOTAL YEAR
LYMMO	81,115	74,997	70,620	73,192	72,865	72,108	72,986	79,549	74,688	79,452	87,248	74,803	913,623
Fixed Route	2,325,994	2,243,145	2,231,487	2,276,526	2,240,809	2,355,372	2,268,883	2,299,512	2,143,013	2,233,588	2,374,307	2,276,670	27,269,306
NeighborLink	12,277	12,023	11,955	12,413	11,942	11,993	11,775	11,900	11,041	10,000	11,354	11,123	139,796
SUBTOTAL - FIXED ROUTE	2,419,386	2,330,165	2,314,062	2,362,131	2,325,616	2,439,473	2,353,644	2,390,961	2,228,742	2,323,040	2,472,909	2,362,596	28,322,725
Special Shuttles	0	18,118	11,446	3,587	651	348	146	198	4	19	0	237	34,754
ACCESS LYNX	59,490	58,181	56,133	58,689	59,229	63,214	61,260	64,594	60,269	60,314	64,276	59,740	725,389
VanPlan	17,228	16,648	14,962	17,131	17,332	17,985	18,054	16,790	15,588	15,628	17,414	15,384	200,144
SUBTOTAL - OTHER SERVICES	76,718	92,947	82,541	79,407	77,212	81,547	79,460	81,582	75,861	75,961	81,690	75,361	960,287
TOTAL ALL SERVICES	2,496,104	2,423,112	2,396,603	2,441,538	2,402,828	2,521,020	2,433,104	2,472,543	2,304,603	2,399,001	2,554,599	2,437,957	29,283,012

Monthly Report E: Planning and Development Report

To: LYNX Board of Directors

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

Phone: 407.841.2279 ext: 6009

Item Name: Planning and Development Report

Date: 5/23/2013

STRATEGIC PLANNING

COMPREHENSIVE OPERATIONAL ANALYSIS (COA)

The project team has concluded a series of public workshops and an operator survey to gain input from community members, riders and front-line employees. The project team has also completed draft operational standards and completed an initial draft list of short and long term improvements. Staff is currently reviewing these draft documents for feasibility. The project team will be meeting with internal planning and operations committees for feedback before revising the list and completing a final evaluation of ridership and cost.

US 192 ALTERNATIVES ANALYSIS

Ridership projections for the five (5) alternatives have been completed. The project team is evaluating the data and preparing to narrow the five alternatives and bring before partner agency staff for discussion.

SR 50 ALTERNATIVES ANALYSIS

A partner agency kick-off meeting was held April 25, 2013. The project team has held stakeholder interviews for the eastern and western ends of the corridor, as well as for the central section generally around downtown Orlando. A number of representatives of local governments, institutions, neighborhood associations and businesses were interviewed and have expressed interest in remaining involved through the life of the project. Data collection has been ongoing and the project team is currently working on the long list of alternatives.

GEOGRAPHIC INFORMATION SYSTEM (GIS)

LYNX and the project team from Data Transfer Solutions are working on the Bus Stop Accessibility Study and Database Design project. Few project meetings and a project presentation to LYNX Management were held in April and May 2013. The work is progressing according to schedule – all initial stop data collection was completed, stop identification and attributes were assigned and data was populated in VUEWorks database. The project team completed the work on LYNX stop database design and the integration procedure between the stop GIS database, Trapeze's Maltese database. During the needs assessment meetings was identified VUEWorks should integrate only with Trapeze Maltese database for the Trapeze FX scheduling system. Integration with Fleet Focus will not be necessary due to the fact that all stop and shelter amenities would be inventoried and managed only with the VUEWorks system. Tracking and reporting on the assets cost and useful life was discussed during a meeting with LYNX finance division and some report templates were identified.

The GIS staff have updated and published PDF map books for each LYNX route with Aerial Basemap and more detailed maps for the 3D services in Disney Area. The map books are incorporated in LYNX's training curriculum for the new drivers training classes. The map books were published on LYNX' external GIS site as well as at the InLYNX page with route information for the drivers.

LYNX' GIS, Service Planning and Grants staff worked on the development of a grant application template to use the analysis and reporting capabilities available with TBEST software. The methodology was applied for the Service Development Grant applications submitted to DOT in April.

GIS, IT and Service Planning are working on automation of the process for updating the base map data for all Trapeze database products currently used by LYNX. The developed tool will reduce the time for the base map update process with more than 50% and will allow for quarterly base map updates, using the most current NavTeq dataset provided by FDOT. These will meet one of the needs for GIS support for the organization, identified in the GIS Strategic plan. LYNX' GIS team is exploring the possibility of using ArcGIS Online to serve transit and GIS maps and data to different users and platforms, including the mobile Android, iPhone and iPad.

SERVICE PLANNING

AUGUST 11, 2013 SERVICE ADJUSTMENTS

Staff has been making preparations for the August 11, 2013 Operators' Bid, which will include minor schedule adjustments to nearly every route in the LYNX system. Since route alignment changes will be minimal, staff is using this opportunity to focus on connectivity as well as improve distribution of recovery time where available.

Besides the schedule adjustments, staff is also pursuing the splitting of Link 4 at Florida Mall to improve on-time performance and better focus our articulated bus fleet along the route segments

that need them the most. This modification would create new Link 107 between LYNX Central Station and Florida Mall with Link 4 maintaining the portion of the route between Florida Mall and Osceola Square Mall. In addition, an exchange of alignments on Links 15 and 51 between LYNX Central Station and Curry Ford Road & Conway Road is also being considered to better meet customer demand and reduce forced transfers.

All of the before-mentioned adjustments are being made within the existing resources allocated. Thus, there is no cost increase associated with these changes.

POLK COUNTY LINK 416

Polk County staff has been working with LYNX staff to identify modifications to Link 416 which would provide better circulation in eastern Haines City as well as new connectivity to Haines City High School.

OPERATOR RESTROOM ACCESS

Staff has been reviewing all of our routes to identify restroom access for our Bus Operators. In most cases, routes serve LYNX Central Station where LYNX-owned facilities are readily available. But there are a few routes where neither end-of-line has accessible accommodations. In these cases, Bus Operators must stop mid-route if the need arises, creating an inconvenience and delay for our passengers. Staff is reviewing restroom accommodations system-wide to identify if there are changes in scheduling and/or route alignment that could improve the working conditions for our Bus Operators.

GRANTS

Orlando Housing Authority (OHA) Partnership:

Staff and the Orlando Housing Authority (OHA) are developing a partnership through a Memorandum of Agreement (MOA) to devise a plan to provide greater access to job opportunities for Moving to Work (MTW) Resource Center program participants through an expansion of transit operations during off hours (late evenings and nights). The goal is to make affordable transportation available when it is needed to meet work trip needs. In March 2013, LYNX and OHA staff began meeting with residents of public housing complexes to conduct surveys of their transportation needs. It is the goal of this MOA to finalize the MTW transportation plans in spring 2013.

Veterans Transportation Resources and Community Services (TRACS):

This grant funded project is intended to create a one-stop utility to assist veterans, their families, and the general public with obtaining information about the transportation resources available to them, and the various community services that can be accessed via those transportation options. The information is to be available through multiple mediums (phone number, website, smart phone app, kiosks, in-vehicle/mobile field unit, etc.) to allow for the greatest accessibility. The development and operation of TRACS is intended to bring together the many veterans service organizations, human service agencies, localities and other Stakeholders to develop a cohesive and comprehensive tool for the community. The Federal Transit Administration (FTA) has provided \$1.056 M funding for the Veterans Transportation

and Community Living Initiative (VTCLI) to finance the capital costs of implementing, expanding, or increasing access to local “One-Call/One-Click” transportation resource centers.

American Recovery and Reinvestment Act (ARRA):

LYNX received over \$29.6 million in a 2009 American Recovery and Reinvestment Act (ARRA) Grant. Many of the original ARRA projects have been completed under budget. This has afforded LYNX the opportunity to use savings on other related projects.

The FTA and ARRA Project Management Oversight Consultant (PMOC) most recently met with LYNX staff on March 20, 2013 to review ARRA projects status. At that time the direction was to have all ARRA projects completed and closed out before the end of the federal fiscal year September 2013. In July 2012, LYNX requested FTA to extend the deadline by 12 months to complete the purchase of fare collection equipment and LYNX received FTA’s approval on this request in April 2013.

LYNX submitted the quarterly 1512 report on April 10, 2013 and the Milestone Progress Report and Federal Financial Report are due April 30, 2013 for the quarter ending March 30, 2013.

On May 1st FTA issued notification on a second opportunity for OMB ARRA waiver, which would allow grantees to accelerate projects as previously directed and not compromise premature project completion due to the federal year-end system close-out by early September, 2013. Staff is working to secure project extensions which will allow us to complete federal billings in FY 2014.

Monthly Report F: Communications Report

To: LYNX Board of Directors

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

Phone: 407.841.2279 ext: 6161

Item Name: Communications Report

Date: 5/23/2013

Advertising Sales

ADVERTISING SALES	MARCH 2013	APRIL 2013
Advertising Sales Revenue	\$(51,498)	\$83,333
Net Revenue to LYNX Fiscal Year to Date	\$809,454	\$892,787

Website Usage

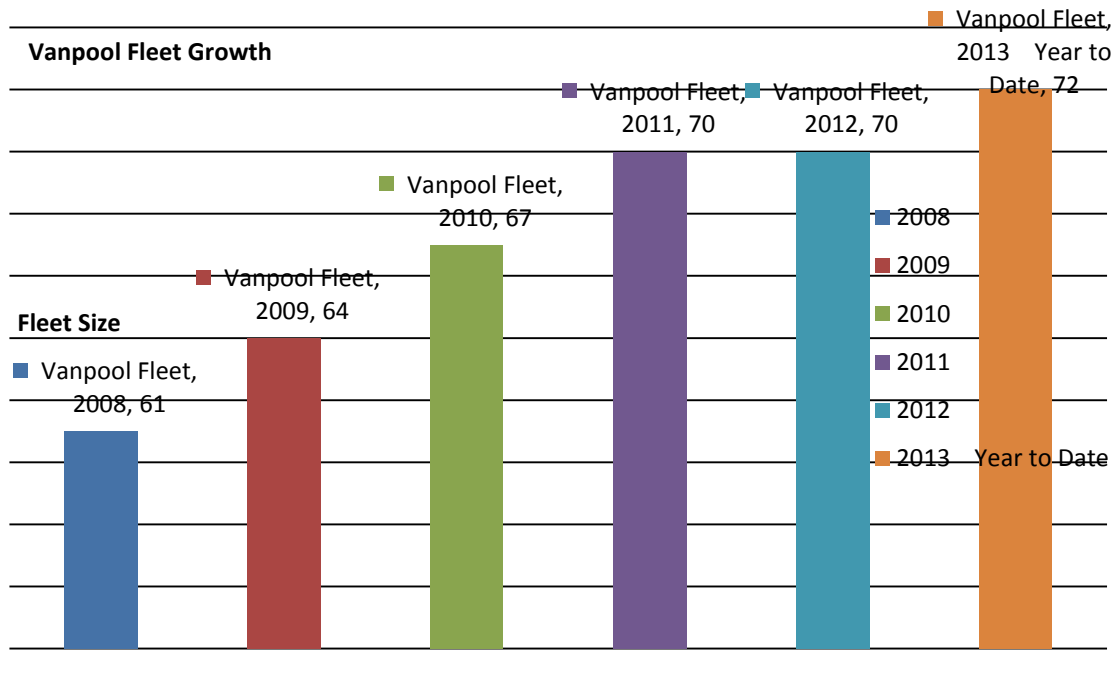
WEBSITE USAGE	MARCH 2013	APRIL 2013
Total Page Views	365,636	347,024
Total User Visits	95,530	90,841

SOCIAL MEDIA USAGE	MARCH 2013	APRIL 2013
Facebook Likes	1060	1120
Facebook – # of People Talking About Us	182	220
Twitter Followers	340	381

Vanpool Program

VANPOOLS	MARCH 2013	APRIL 2013
Vanpool Participants	580	614*
Total Revenue Miles YTD	707,518	850,518*
New Vanpools	0	4
Returned Vanpools	0	0
Current Vans in Service	69	73
Pending Vanpool Interest	KSC (1)	KSC (1)
	TSA (3)	TSA (3)
	DEPARTMENT OF DEFENSE (1)	DEPARTMENT OF DEFENSE (2)
	VETERANS AFFAIRS (5)	VETERANS AFFAIRS (7)
	LOCKHEED MARTIN(2)	LOCKHEED MARTIN(1)
	COLEMAN PRISON(5)	COLEMAN PRISON(5)
	DISNEY(20)	USCIS(1)
	USCIS(1)	DCMA(2)
		FAA(1)
		DISNEY(20)
Phone Inquiries	30	42

*Estimated numbers



LYNX Public Service Bus

The 2013-2014 LYNX Public Service bus was unveiled on Tuesday, April 16, 2013. The event took place in front of the Amway Center. More than 50 people attended the event. The eight (8) winning organizations included the Florida Literacy Coalition, Friends of the Orange County Library System, Recovery House of Central Florida, Inc., Brian Christopher Lainer Wings of Hope Foundation, Ribbon Riders, Celebration Foundation, Market Colors and Winter Park Day Nursery. The winners were selected in a random drawing and their logos will be displayed on the LYNX Public Service bus for one year.

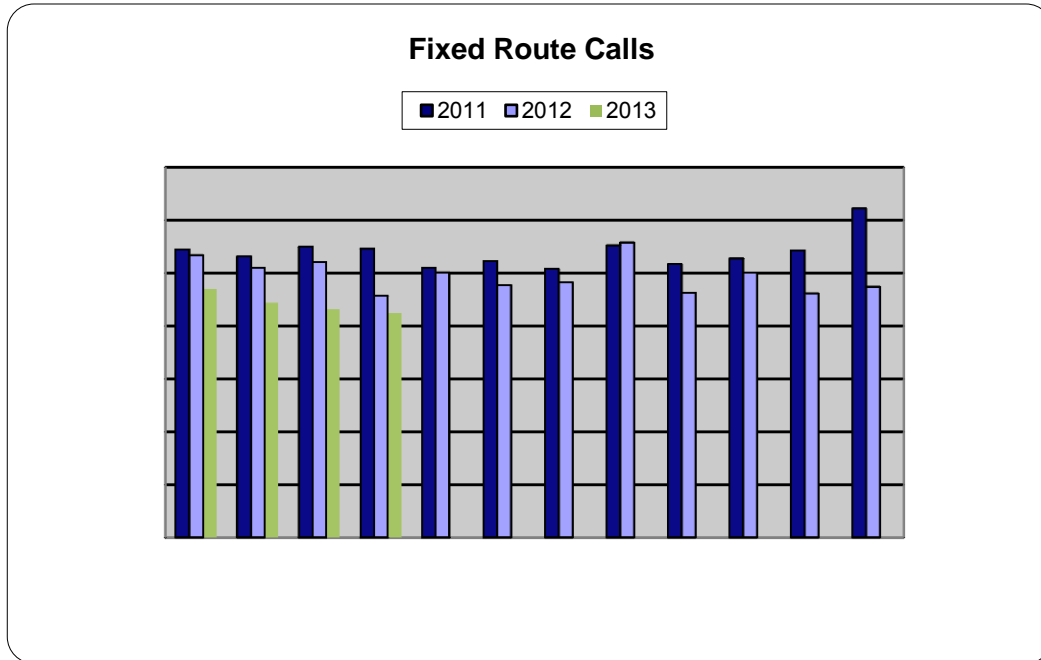
Senior Expo

Orlando's 17th Annual 2013 Senior Expo took place on May 1st and 2nd at the Central Florida Fairgrounds. LYNX hosted a booth at the event and offered free rides to the expo for those 65 and older. A NeighborLink bus was also onsite to promote the service. In addition, LYNX provided the opportunity to take photo IDs for seniors. Nearly 200 attendees visited the LYNX booth during the two day event.

Bike to Work Day

Team LYNX participated in the City of Orlando's Annual 2013 Bike to Work Day event on May 3, 2013. Fourteen LYNX employees along with LYNX board member Noranne Downs joined in and rode their bikes from Dartmouth Park to Orlando City Hall. Team LYNX was awarded a 2nd place medal for overall participation in the event.

Customer Service

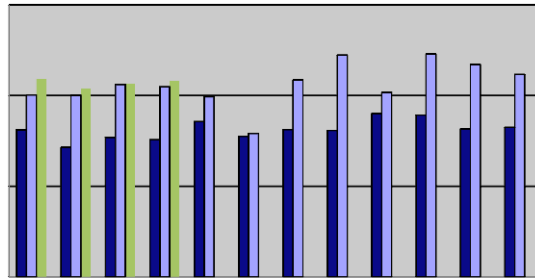


	2013	2012	2011
March	43,194	52,069	54,963
April	42,388	45,663	54,560

March & April Presentations	
Trace Academy In Orlando	Bus Tour
Club Scouts	Call Center Tour

Customers Served at LCS

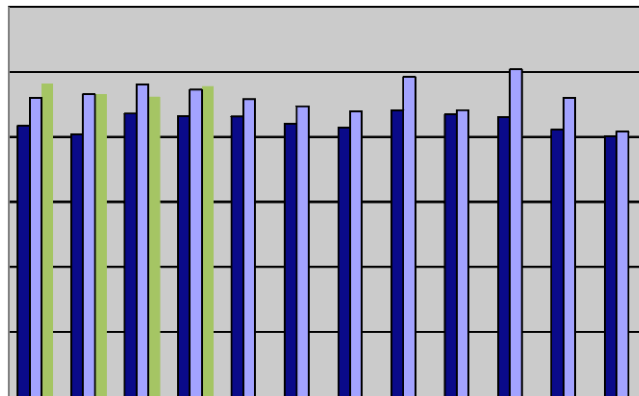
■ 2011 ■ 2012 ■ 2013



	2013	2012	2011
March	21,336	21,238	15,391
April	21,658	20,976	15,126

Fare Media Sales at LCS

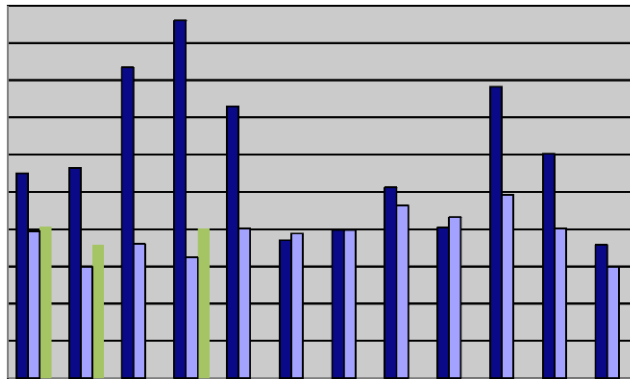
■ 2011 ■ 2012 ■ 2013



	2013	2012	2011
March	230,985	240,243	217,893
April	239,113	236,270	216,104

Paratransit Concerns

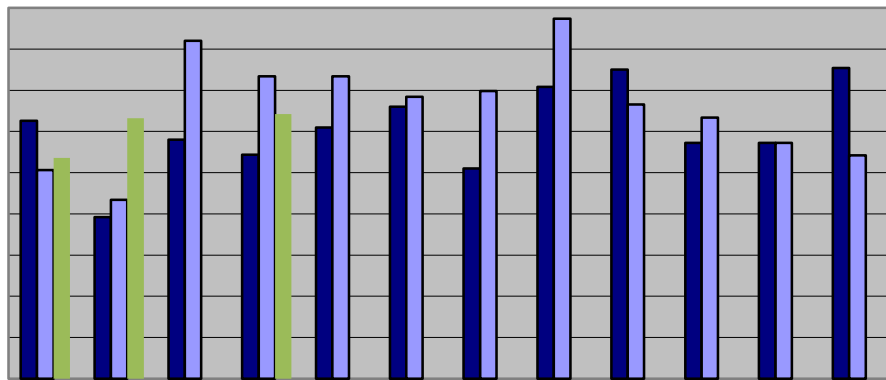
■ 2011 ■ 2012 ■ 2013



	2013	2012	2011
March	246	180	417
April	201	162	480

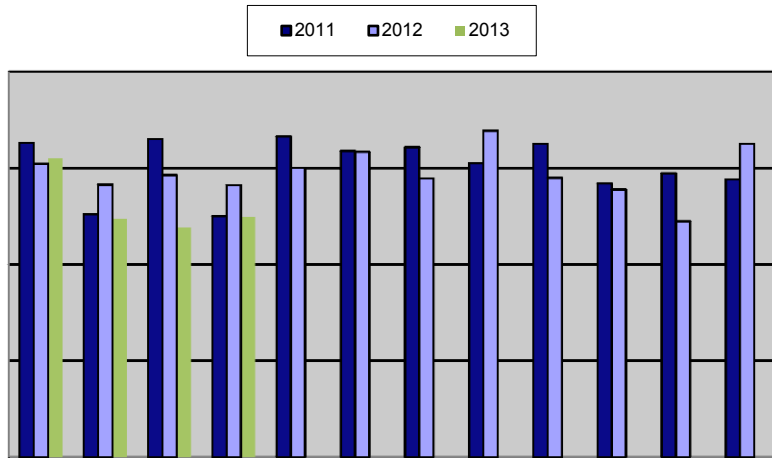
Fixed Route Concerns

■ 2011 ■ 2012 ■ 2013



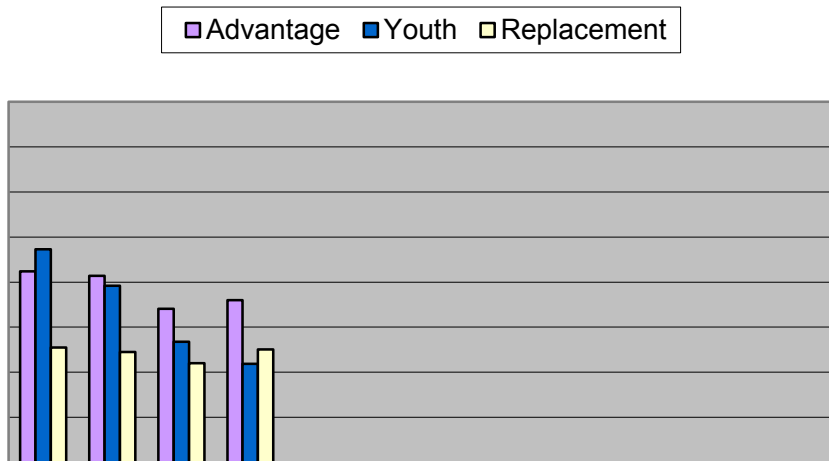
	2013	2012	2011
March	289	410	290
April	321	367	272

Lost & Found Percentage of Recovered

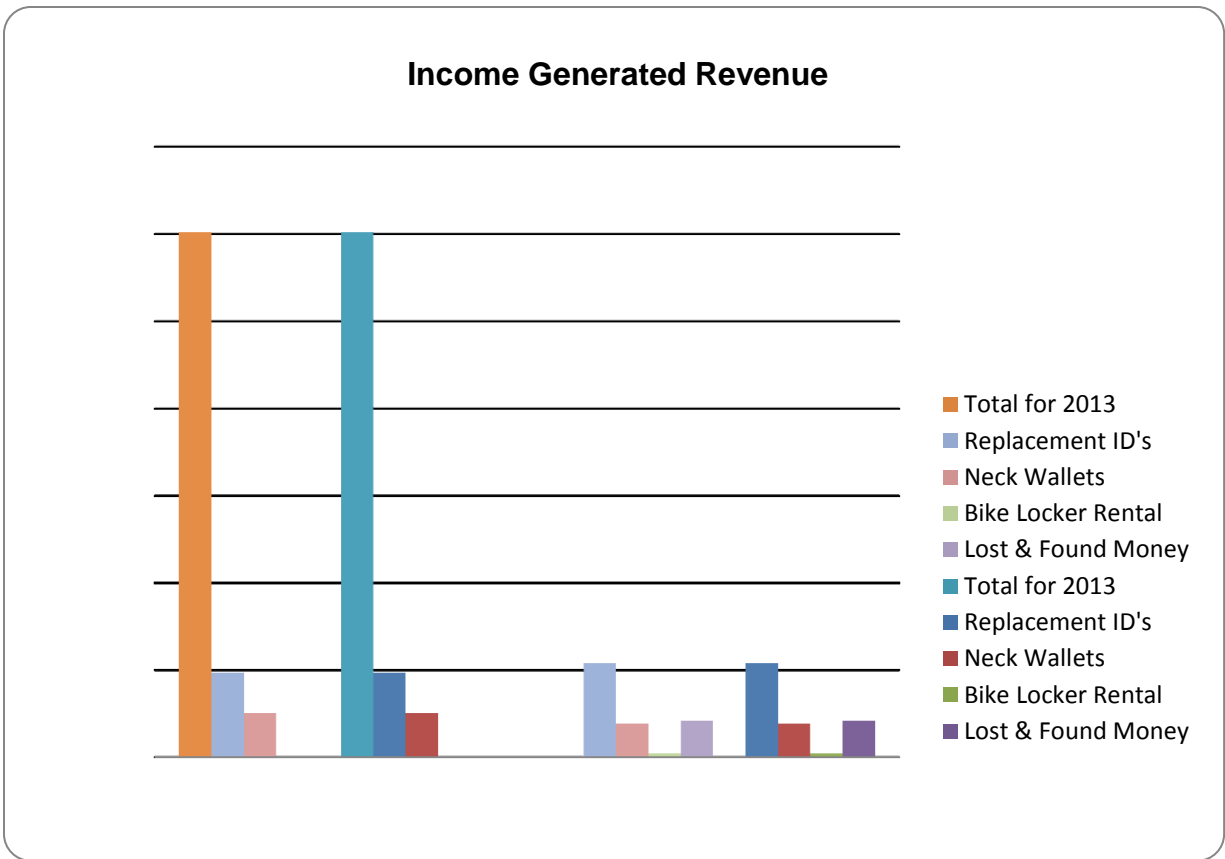


	2013	2012	2011
March	24.92%	29.27%	33.00%
April	23.87%	28.24%	25.00%

ID'S ISSUED



	Advantage	Youth	Replacement
March	341	268	220
April	360	219	251



	Replacement ID's	Neck Wallets	Bike Locker Rentals	Lost & Found Money
March	966.00	504.00	0	0
April	1079.00	386.00	40.00	419.55

March – April 2013

Press Releases

- March 13...St. Patrick's Day social media contest.
- March 20...COA public meetings.
- March 27...U.S. 192 AA open house.
- April 09...Public Service Bus winners.
- April 11...April service changes.
- April 19...April service changes.
- April 23...Senior Expo rides.
- April 24...TDSP workshops.
- April 25...LYMMO Parramore open house.

Stories

- March 14...Orlando Sentinel mentions on wounded girl whose family rides ACCESS LYNX.
- March 18...WESH-TV/Channel 2, WFTV-TV/Channel 9, Central Florida News 13-TV and WOFL-TV/FOX 35 on FDOT Alert Today Alive Tomorrow campaign.
- March 20...Orlando Business Journal mention on GOAA rental car charge discussion.
- March 21...Orlando Sentinel mention on GOAA rental car charge discussion.
- March 28...WFTV-TV/Channel 9 on U.S. 192 AA open house.
- March 28... Winter Park Maitland Observer on FlexBus.
- March 29...WFTV-TV/Channel 9 on FlexBus.
- April 04...WFTV-TV/Channel on April Service change of NeighborLink 621.
- April 06...Orlando Sentinel on FlexBus.
- April 11... Winter Park Maitland Observer on FlexBus.
- April 11...WOFL-TV/FOX 35 on ARRA savings reallocation.
- April 11...WESH-TV/Channel 2 on operators saving passenger from potential situation (follow).
- April 12...Orlando Business Journal “5 Minutes with John Lewis” story on ongoing projects.
- April 12...Orlando Business Journal on U.S. 192 AA updates.
- April 22...Orlando Sentinel mention of South Street facility in Orlando Magic complex story.
- April 24...Orlando Sentinel mention in ZipCar story.
- April 24...Orlando Sentinel mention in potential SunRail extension for Seminole County.
- April 25... WESH-TV/Channel 2, WKMG-TV/Channel 6, WFTV-TV/Channel 9, Central Florida News 13-TV and WOFL-TV/FOX 35 on suspicious package found on bus.
- April 26...Orlando Sentinel on suspicious package found on bus.
- April 26...WKMG-TV/Channel 6 on operator texting while at a red light.
- April 30...WKMG-TV/Channel 6 on operator texting while at a red light.
- April 30...WKMG-TV/Channel 6 on operators being fired for various reasons and LYNX stays consistent on enforcing policies.

Social Media

- March 01...Red Cross event promo.
- March 01...Promote Bike From Work Day.
- March 01...EarthMatter retweets our Bike From Work Day to 10,000 Twitter followers.
- March 01...Race to 1,000 Likes.
- March 01 (7) ...Live Red Cross Event tweets.
- March 01 (2)...Service Alerts for Orange Avenue and Link 10.
- March 02 (2)...Service Alerts for Orange Avenue and Link 10.
- March 03 (4)...Service Alert for Orange Avenue.
- March 04 (30)...Spring Travel Tips video promoted.
- March 05...Spring Travel Tips video.
- March 06...Respond to customer.
- March 07...Thanks for reaching 1,000 likes on Facebook.
- March 08...Service Alerts.
- March 09...How many LYNX buses do you see each day?
- March 11 (3)...St Patrick’s Day contest.

LYNX Board Agenda

- March 12...Public Service Bus promotion.
- March 13 (20)... Promote St. Patrick's Day contest.
- March 14 (15)...Promote What is the Public Service Bus video.
- March 15...Promote to @iamtraffic bicyclists celebrate LYNX drivers.
- March 15 (8)...Asked last year's public service bus winners to spread the word about this year.
- March 17 (2)...Promote St. Patrick's Day photo contest.
- March 17 (2)...Respond to customers who submitted to the photo contest.
- March 18...Announce the winner of the St. Patrick's Day contest.
- March 19...Respond to customer complaint.
- March 19...Promote "What is our Public Service Bus" video
- March 19...Promote service changes.
- March 20...Thank you to fans for setting record likes.
- March 20...Respond to customer complaint.
- March 20...Spring in Central Florida.
- March 20...Benefits of using public transportation.
- March 20...What is the Public Service video.
- March 20...John Lewis: GOAA Board votes unanimously to keep options open 4 potential source of dedicated funding.
- March 21...Seminole County Bike from Work Event.
- March 21...What is the Public Service Bus Blog.
- March 21 (4)...Bike From Work Day posts.
- March 22 (2)...Photos from Bike From Work Day.
- March 22...What is the Public Service Bus Blog.
- March 23 (2)...Registration for Public Service Bus closes 3/29.
- March 24...Notified customers that ACCESS LYNX facility lost power.
- March 25...Service Changes go in effect April 21. Link to proposed changes.
- March 25... A unique bus will be unveiled in April. Find out what. Link to Public Service Bus.
- March 25 (30)... Sent public service bus registration link to promote.
- March 26 (5)...Thanks to those that spread the word about Public Service Bus.
- March 26...Registration for Public Service Bus.
- March 26...Learn how Public Service Bus impacted Garden Theatre.
- March 26...LYNX salutes non-profits with Public Service bus.
- March 26 (3)...Alert Today Alive Tomorrow video event at LYNX Central Station.
- March 26...LYNX new look on YouTube.
- March 27...Asked what place would you most like to go on the LYMMO.
- March 27 (2)...US 192 Alternative Analysis Open Houses blog.
- March 27...Welcome to new fans.
- March 27...What is the Public Service Bus?
- March 28...Last day to register for Public Service Bus.
- March 29 (2)...Spring Travel Tips video.
- March 29...NeighborLink video.
- March 29...Public Service Bus Registration ends today at 5 p.m.
- March 29...LYNX salutes non-profits with our Public Service Bus.
- March 29...Registration closed for Public Service Bus.
- March 30...Easter schedule.
- March 31 (2)...Easter schedule.

LYNX Board Agenda

- April 01...Respond to customer.
- April 01...Opening day.
- April 01...APTA study shows in housing near transit makes economic sense.
- April 01...One Less Car One More Park.
- April 02...Give a shout out to your favorite bus operator.
- April 03...Share customer photo of bus.
- April 04...Respond to customer.
- April 09...National Highway Traffic Safety Administration blames distracted driving for up to 30% of vehicle crashes.
- April 09...Stay safe and pay attention to the road today!
- April 09...Respond to customer compliment.
- April 09...Service Changes go in effect April 21.
- April 09 (2)...Nonprofits that support literacy, at-risk children and financial hardship will be featured on Public Service Bus. Blog link.
- April 09...Respond to customer compliment.
- April 09...What do you think the next Public Service Bus will look like? Video.
- April 10...Service Changes, April 21.
- April 10...Take a visual trip down LYNX Public Service memory lane. Video.
- April 10...Behind-the-scenes: Photo of bus getting painted.
- April 10 (20)...Spread the word to influential twitter followers about Public Service Bus winners.
- April 11...Service Changes.
- April 11...Throwback Thursday: Remembering our Public Service Bus event at the Amway Arena.
- April 12...Sneak peek at Steve working on the Public Service Bus.
- April 13...Sneak Peek: Vinyl being used for Public Service Bus.
- April 14...Flowers being used for the Public Service Bus.
- April 15 (2)...Bus unveiling tomorrow at Amway Center. Join us.
- April 15...Respond to customer.
- April 15...What's the Public Service Bus? Find out here.
- April 15...Be prepared for Service Changes.
- April 15...Thinking of Boston today. Remember, if you see something, say something.
- April 16...Print out the LYNX Service Changes flyer as a reminder! Changes take place 4/ 21.
- April 16...All set up at the Public Service Unveiling. Be here at 10 a.m.
- April 16 (9)...Live tweets from the Public Service Bus unveiling.
- April 16...Alert: Be observant and report anything suspicious. See something, say something.
- April 16...LYNX will continue to be vigilant about identifying abandoned packages or suspicious behavior.
- April 16...Reminder: See Something, Say Something.
- April 17...See reactions from winning organizations after the LYNX PSB was unveiled.
- April 17...Interviews from organizations about Public Service Bus.
- April 17...Answer customer question.
- April 17...Don't forget Service Changes start April 21.
- April 18...Alert: Major construction at Colonial Plaza superstop.
- April 18...Respond to customer.

LYNX Board Agenda

- April 18...Reminder: Cell phone usage while driving, whether hand-held or hands-free, is dangerous.
- April 19...FDOT Alert today Alive Tomorrow video.
- April 19...Service Changes
- April 20...Service Changes
- April 20...Happy 100th Birthday Seminole County
- April 21 (3)...Service Changes are now in effect.
- April 22...Customer Service survey.
- April 23...Find out what we are working on.
- April 23...Respond to customer.
- April 23...Future LYNX employees? Cub Scouts visit LYNX.
- April 23...Check out the city of Orlando's public service bus unveiling.
- April 23...Alert: Sunrail construction detour.
- April 24...Transportation Disadvantaged Service Plan.
- April 24...Public workshops.
- April 24...LYNX offers free rides for Senior Expo May 1-2.
- April 25...Retweet customer compliment.
- April 25...Spread the word about LYMMO free service.
- April 25...Alert for suspicious package.
- April 25...Alert update all clear for suspicious package.
- April 26...Happy follow Friday.
- April 27...Ride LYMMO for free.
- April 27...Guess how many calls our customer service team receives on a Saturday.
- April 28...Curious what a LYMMO bus stop looks like in Downtown Orlando?
- April 29...Guess how many buses are in this picture.
- April 29...Respond to customer complaint.
- April 30...Alert about detour.
- April 30...Join open house.

Monthly Report G: Government Relations Report

To: LYNX Board of Directors

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

Phone: 407.841.2279 ext: 6064

Item Name: Government Relations Report

Date: 5/23/2013

New Department of Transportation Secretary:

On April 29, President Obama announced his nomination of Charlotte, North Carolina Mayor Anthony Foxx to be the new Secretary of Transportation. Mayor Foxx does not come from a transportation background. His only previous transportation experience was when he served for less than a year as deputy general counsel for a company called DesignLine which builds hybrid electric-diesel and electric-methane buses. It is expected that Foxx will place an emphasis on downtown development projects given his recent experience in Downtown Charlotte.

US DOT FY'14 Budget Request

The US DOT Budget Request for FY'14 looks very familiar to previous years' requests – numerous, very encouraging and forward-looking program recommendations, but no realistic plan for how the new programs would be funded, aside from revenue from a potential “peace dividend” and other revenue sources not identified in the budget. It is likely that Congress, particularly the Republican majority in the House, will not incorporate many, if any, of the new proposals in their FY'14 DOT appropriations bill.

Here are the highlights of the Administration's budget request:

A one-time \$50B appropriation for immediate needs. This would include \$40B for a “Fix it First” program, which President Obama first mentioned in his State of the Union address, targeted towards improving existing infrastructure needs, and \$10B for various competitive programs to encourage state and local innovation in infrastructure improvements.

The \$40B “Fix It First” program would include:

- \$25B – critical highway infrastructure
- \$9B – critical transit infrastructure (\$500M for the New Starts Core Capacity Improvement program, \$6B for State of Good Repair (SOGR) projects, \$2.5B for urban and rural transit capital programs)
- \$2B – existing Amtrak passenger rail service capital investments
- \$2B – Airport Improvement Program (AIP) grants
- \$2B - Land Ports of Entry/cross border projects

The remaining \$10B is proposed to fund:

- \$4B – TIFIA loan financing and TIGER programs

- \$2B – new Transportation Leadership Awards to encourage states and regions to implement innovative strategies
- \$3B - existing or new intercity passenger rail corridors – 100% federal share The President's FY 2014 budget includes \$50 billion in new infrastructure funding. This amount is in addition to the amount proposed in the basic DOT budget. Within the extra \$50 billion, there is a request for another \$4 billion for a program that is almost identical to TIGER. The President seems to know that the likelihood of getting the additional \$50 billion is very slim.

Regarding the President's base funding for Transportation, the budget includes:

- \$10.9 billion for FTA -- the same as the MAP-21 level;
- \$8.59 billion for Formula/Bus Grants, \$481 million above FY 2013;
- \$1.98 billion for Capital Investment Grants (New Starts and Small Starts), \$126 million above FY 2013;
- \$500 million for TIGER Grants.

TIGER Grants:

DOT released its guidance for the FY 2013 TIGER program. It will be funded at \$474 million. The general program guidance is similar to that given in past years. However, this year there are very tight timeframes. By statute, the money must be obligated by September 30, 2014. The FY 2013 budget was delayed until March, however the deadline for obligation was not moved back. This short time frame drives many things. First, there is no time for a pre-application process. Second, the guidance came out on April 22 - the deadline is June 3. Prospective grantees must demonstrate that their projects will have all federal, state, and local government approvals completed by June 30, 2013. Finally, the ability to get the work done quickly will have more importance in the evaluation process than in the past.

Taken together, this indicates that past submissions that were not funded, but were close, will have the best chance of success. This is particularly true if the unsuccessful grantees got DOT feedback and if the projects are truly "shovel-ready".

It is unclear if this round will favor any one mode of transportation. This is particularly true since the final decision will provide be made by a new DOT Secretary. Remember that the Secretary has a big role in the process. He receives a bundle of recommended proposals -- more than the money available -- and he makes the final decisions.

Along those lines, the Eno Center for Transportation released a report – “Lessons Learned from the TIGER Discretionary Grant Program. The report identifies several problematic features future programs should avoid:

- a preference for “shovel-ready” projects because that limits the ability to choose the best project
- a lack of congressional interaction
- a lack of transparency
- a lack of staff dedicated to the evaluation and selection of discretionary projects

Senator David Vitter (R-LA), ranking Republican on the Senate Environment and Public Works Committee, is suggesting that the Obama Administration showed "potential political bias" when US DOT distributed some of the TIGER grants. Vitter is asking the Government Accountability Office (GAO) to probe the program's project selection which shows that of the FY'12 TIGER grants, \$346M went to Democratic congressional districts and only \$132M to Republican districts.

Sequester:

The Congress is beginning to respond to the consequences of the sequester. Within the last two weeks, the Federal Aviation Administration (FAA) started to furlough air traffic controllers which caused flight delays. In response to the anger of the flying public, Congress quickly passed legislation taking money from the Airport Improvement Program (AIP) and using it to protect the salaries of the controllers. The AIP program, which provides for capital improvements at airports, spends at a much slower rate than the account to pay the salaries of air traffic controllers. Congress could restore the funds to the AIP program in the future without hurting the long term operation of the program.

Congress continues to be focused on a number of issues such as the aftermath of the Boston bombings, and the impacts of the sequestration, particularly the furloughs of government employees.

Support for an Increase in the Federal Gas Tax.

The House T&I Committee's new Special Panel tasked with developing recommendations for freight transportation improvements held its first hearing where all witnesses spoke of a need for an increase in the federal gas tax if critical infrastructure and transportation investment is to take place.

State of Florida Legislature - 2013 Session ended at 7:30 on Friday, May 3, 2013.

State Budget

SB 1500 - the 2013-14 state budget passed the Florida Legislature. With a unanimous vote in the Florida Senate and a near unanimous vote in the Florida House, members of the Florida Legislature sent to the Governor a \$74.5 billion spending plan

The FDOT Legislative Package (SB 1132/HB 7127) was one of the last bills to be negotiated between by House and Senate. The annual transportation package was sponsored by Senator Jeff Brandes (R-St. Petersburg) It was reported from the Appropriations Committee on April 23rd with 15 amendments - it did not pass.

SB560 & HB579 Relating to Natural Gas Motor Fuel. Representative Lake Ray (R-Jacksonville) was removed from the transportation bill earlier this year, this tax exemption is currently in statute and LYNX will retain its exemption.

Since the FDOT package failed - the language referring to public transit block grants and how funds can be spent are a non-issue for now. Potential Concerns with the language were limits on communication with boards or commissions, as it could be seen as an "action" that leads to a referendum, which may result in a loss of dollars from their block grant. FTA sent an email about concerns that transit agencies might be unable to participate in Long Range Transportation planning, transit strategic plans, financial plans, and fixed guideway corridor plans – to the extent that a public referenda may be one of the items considered as a future source of funding.

Current Public transit providers are already bound by Florida statutes in section 106.113, which prohibits local governments from using public funds on political advertising or electioneering communication. The new language proposed by Senator Brandeis would expand prohibitions for public transit providers.

State College Student Transportation Fee – Until the very end of budget conference meetings on Education, the LYNX request to allow all State Colleges the option of (following Board of Trustee and student referendum approval) assessing a Transportation Fee was very much "in play" and part of the negotiations. Currently, Santa Fe College is the only qualifier under the Statutes to assess this optional fee. We believe that our efforts within the short timeframe we had will be positive as we head into the interim period and the 2014 Regular Legislative Session.

There was very little opposition to the policy modification we were pitching, and key decision makers in both chambers were supportive of the concept.

Democrats Ask Governor Scott to hold special session on health care

Democrats renewed a call for a special session to expand health care coverage to cover more uninsured Floridians. The Legislature adjourned Friday evening without passing legislation that had been filed that would have either used federal money to extend coverage to more than a million people or used state money for a smaller subsidy. Republicans blocked passage of a plan that would provide 1.2 million of low income Floridians and working families. Many Floridians are disappointed that the legislature would not approve health coverage expansion that relies upon available federal funds. Governor Rick Scott has been asked to call lawmakers back to Tallahassee to pass a bipartisan health coverage expansion plan for Florida working families.

County Medicaid Payment Changes Approved

Lawmakers approved a bill that would gradually revamp the state's system of billing counties for Medicaid care. The issue centers on a longstanding requirement that counties pay to cover certain hospital and nursing-homes costs for residents. But the payments became controversial last year, when lawmakers argued that counties owed money to the state. Counties contended that the state's billing system was riddled with problems. So the legislature passed a law aimed at recouping back payments and collecting money in future years. The bill would shift to billing counties based on their numbers of Medicaid enrollees, which differs from the current billing process.

Red Camera Rule Change

Local governments will find it more difficult to issue tickets to motorists caught on camera taking a right on red, under a wide-ranging transportation bill (HB 7125) sent to the Governor. Legislators approved the measure, which prevents a notice of violation or traffic citation as long as the vehicle came to a stop, even after crossing the stop line, prior to completing an allowed right turn during a red light. The measure does not alter the ability of municipal and county governments to use red light cameras for traffic traveling straight or making left turns.

Public Private Partnerships/All Aboard Florida

HB 85 by Representative Greg Steube will authorize contractual agreements formed between public entities and private sector entities to allow for greater private sector participation in the delivery and financing of public buildings and infrastructure projects. The proposal also will have create an alternative procurement process for these partnerships to facilitate the construction of public-purpose projects. This proposal also contains key provisions for FDOT and All Aboard Florida.

Employment Benefits headed to Governor Scott

Governor Rick Scott will soon be considering a bill that would keep local governments from setting their own policies on forms of compensation like earned sick leave. The legislation (HB 655), which passed the House, would extend the state's existing ban on cities and counties passing their own minimum wage rules. It would also create a task force to study the issues of employment benefits and issue a report in January 2014. The bill is an attempt to undermine a proposed Orange County sick leave ordinance, passed the House on a 76-41 vote.

SB158 & HB75 Relating to Highway Safety - FAILED - Senator Alan Hays sponsored language that would have made it illegal for a bus to stop and pick-up or discharge passengers on a State Road right of way. In the marathon meeting of the Senate Appropriations Committee – special attention was paid to ensure that Senator Alan Hays language contained in his stand alone

SB158 bill regarding bus stops was not inserted. No amendments were offered during the session meeting and Senate President Gaetz stated that any future amendments not heard previously would be temporarily postponed and if introduced could result in the bill itself being temporarily postponed. The House companion has received no action.

SB1716 & HB 321 Relating to Growth Management.

HB321, sponsored by Representative Mike La Rosa (R-St. Cloud), passed the House on a 103-13 vote. The Senate received the bill where it died in messages. The bill would have prohibited local governments from applying transportation concurrency or requiring proportionate-share contribution or construction for new business development. Look for this language to reappear in the next session. This bill could provide a reasonable

Rental Car Surcharges - SB1366 & HB117. There was no activity on this issue. Neither bills were referenced to committee – they are dead for the session.

Central Florida Expressway Authority - failed

SB 952 by Senators David Simmons and Andy Gardiner passed the Florida Senate by a vote to 39-0. The proposal would have created a regional tolling authority to include Lake, Seminole, Osceola and Orange counties with an expanded membership of 11 board members. Senator Andy Gardiner filed a lengthy amendment which added the City of Orlando Mayor back on the board. The House companion proposal, HB 945 by Representative Bryan Nelson, however never had a House committee hearing and died without any House consideration.

Protection of the State Transportation Trust Fund – For the first time in several years the state trust fund, experienced a surplus. As a result, the annual risk of the State Transportation Trust Fund (STTF) being “raided” is not in jeopardy – In Fact, the Public Transit Development/Grant funding was raised by nearly \$40 million from the current fiscal year.

List of Significant Legislation that Passed and Failed

PASSED

HEALTH CARE/MEDICINE

- HB 1159: Creating a prescription drug monitoring database
- HB 1159: Requiring insurers who offer IV cancer drug coverage to also cover oral cancer medications
- SB 1520, gradually revamping the state's system of billing counties for Medicaid care.
- SB 1844, revising enrollment period for the Florida Health Choices Program, a marketplace program linking up Florida residents with health plans. It includes \$900,000 for the program.

ETHICS AND ELECTIONS

- SB 2, relating to ethics. The bill makes changes to state ethics law, such as barring elected officials from taking advantage of their positions to get taxpayer-funded jobs. Also, it includes blocking lawmakers from lobbying state agencies for two years after they leave office.
- HB 569, relating to Florida Election Code. The bill makes changes to the campaign-finance system, such as eliminating a type of political funding vehicle known as "committees of continuous existence," or CCEs. It also ups limits on individual contributions to candidates.
- HB 7013, the elections bill that allows county supervisors to increase early voting days, among other things.

SMALL BUSINESS

-SB 160, requiring the Department of Health to waive license fees for veterans

LAWSUITS/TORTS

-SB 1792, making changes to the medical malpractice lawsuit rules, including tightening requirements for expert witnesses.

TAXES

-HB 7007, contained an elimination for three years of the sales tax on manufacturing equipment, a key issue for Gov. Rick Scott.

-SB 406, the three day sales tax holiday on some items in August. Passed as part of a broader economic incentives bill.

-SB 342, which allows someone with a homestead exemption to rent their property out for 30 days without losing their homestead exemption

INSURANCE

- SB 1842, relating to health insurance. The bill would make insurance-regulation changes as part of carrying out the federal Affordable Care Act. In part, it would temporarily rely on the federal government to do rate reviews for many insurers.

ENERGY

- HB 4001, relating to Florida Renewable Fuel Standard Act. The bill would lift the 2008 state law requiring gasoline sold by a terminal suppliers or wholesalers to be blended with ethanol. The Florida Renewable Fuel Standard Act was created to attract the ethanol industry to Florida, but repeal supporters argued the requirement damages engines and drives up fuel and food costs.

TRANSPORTATION/HIGHWAY SAFETY/MOTOR VEHICLES

-SB 52, banning texting while driving except when stopped.

-HB 7125, keeping local governments from using red light cameras to ticket people for not stopping before turning right on red.

-SB 606, creating the Northeast Florida Regional Transportation Commission, passed unanimously.

GOVERNMENT

-SB 50 guaranteeing people the right to speak before local government boards and commissions.

LABOR/EMPLOYMENT

-HB 655, to keep local governments from setting their own policies on forms of compensation like earned sick leave.

BILLS THAT FAILED

ECONOMIC DEVELOPMENT/INCENTIVES

-SB 306, giving the Miami Dolphins the ability to get a local hotel tax increase and use it to renovate a stadium. Setting out a process for other facilities to get state money for rehabs.

TAXES/FEES

-SB 1832: Rolling back motor vehicle registration fee increases, lowering the cost by \$12. In turn, the bill would eliminate a premium tax credit that out-of-state insurers pay based on payroll in Florida.

PENSIONS/RETIREMENT/LABOR ISSUES

-SB 1932: Changing the default retirement plan for state employees who don't select a type of retirement plan to the defined contribution system and shortening the vesting

LYNX Board Agenda

period for those workers who choose the defined contribution plan, rather than the defined benefit pension plan.

-SB 1216, pre-empting wage theft regulations to the state.

TOURISM

-SB 140, exempting short term rentals of cars used for 6 hours or less as part of a car sharing service from the rental car surcharge.

CRIMINAL JUSTICE

-HB 797 preventing police from searching cell phones of arrestees without a warrant. (A Supreme Court ruling during session established the same rule of law.)

Monthly Report H: Employee Travel Report

To: LYNX Board of Directors

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

Phone: 407.841.2279 ext: 6017

Item Name: Monthly Employee Travel Report - May 2013

Date: 5/23/2013

EMPLOYEE / DEPARTMENT	DESTINATION	PURPOSE	DEPARTURE AND RETURN DATES	TOTAL ESTIMATED AGENCY COST	AGENCY COST
Brian Ruppert Operations	Indianapolis, IN	To attend the 2013 APTA International Bus Roadeo as a Roadeo expert	05/01/2013 - 05/08/2013	266	266
John Lewis Executive	Indianapolis, IN	To attend American Public Transportation Association (APTA) Bus and Paratransit Conference and National Roadeo Competition Awards as a Board member	05/05/2013 - 05/08/2013	2,092	2,092
Kathy Clary Marketing	Indianapolis, IN	To attend American Public Transportation Association (APTA) Bus and Paratransit Conference and National Roadeo Competition Awards as a Board member	05/05/2013 - 05/08/2013	2,006	2,006
Laura Minns Planning	Indianapolis, IN	To attend the 2013 APTA Bus Roadeo and Paratransit Conference and BRT session	05/05/2013 - 05/08/2013	1,974	1,974
Greg Barowski Operations	Plattensburg, NY	In plant inspection for four (4) NOVA Buses	05/06/2013 - 05/10/2013	1,686	1,686
Tim Johnson Operations	Plattensburg, NY	In plant inspection for four (4) NOVA Buses	05/06/2013 - 05/10/2013	1,686	1,686
Kathy Clary Marketing	Tampa, FL	To attend a free workshop given by the Public Transit Office of FDOT	05/15/2013 - 05/16/2013	151	151

LYNX Board Agenda

EMPLOYEE / DEPARTMENT	DESTINATION	PURPOSE	DEPARTURE AND RETURN DATES	TOTAL ESTIMATED AGENCY COST	AGENCY COST
Matthew Friedman Marketing	Tampa, FL	To attend a free workshop given by the Public Transit Office of FDOT	05/15/2013 - 05/16/2013	151	151
Ro Norman Marketing	Tampa, FL	To attend a free workshop given by the Public Transit Office of FDOT	05/15/2013 - 05/16/2013	151	151
TOTAL ESTIMATED COSTS and AGENCY COSTS				10,163	10,163

Monthly Report I: Employee Travel Report

To: LYNX Board of Directors

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

Phone: 407.841.2279 ext: 6017

Item Name: Monthly Employee Travel Report - April 2013

Date: 5/23/2013

EMPLOYEE / DEPARTMENT	DESTINATION	PURPOSE	DEPARTURE AND RETURN DATES	TOTAL ESTIMATED AGENCY COST	AGENCY COST
James McLawhorn Govt. Affairs	Tallahassee, FL	To attend the spring Legislative Session and Strategy meeting	04/01/2013 - 04/04/2013	701	701
James McLawhorn Govt. Affairs	Tallahassee, FL	To attend the spring Legislative Session and Strategy meeting	04/15/2013 - 04/18/2013	419	419
John Lewis Executive	Tallahassee, FL	To attend the Florida Public Transportation Association Board meeting as Board member	04/17/2013 - 4/18/2013	482	482
Timothy May Operations	Ft Myers, FL	To attend the Paratransit Roadeo	04/19/2013 - 04/21/2013	455	455
Benjamin Gonzalez Operations	Ft Myers, FL	To attend the Paratransit Roadeo as a judge	04/19/2013 - 04/21/2013	50	50
Tiffany Jones Operations	Ft Myers, FL	To attend the Paratransit Roadeo as a judge	04/19/2013 - 04/21/2013	50	50
James McLawhorn Govt. Affairs	Tallahassee, FL	To attend the spring Legislative Session and Strategy meeting	04/22/2013 - 04/25/2013	419	419
Jose Alicea Operations	San Diego, CA	To attend Trapeze Software Users Conference	04/14/2013 - 04/18/2013	1,522	1,522

LYNX Board Agenda

EMPLOYEE / DEPARTMENT	DESTINATION	PURPOSE	DEPARTURE AND RETURN DATES	TOTAL ESTIMATED AGENCY COST	AGENCY COST
Kenneth Jamison Engineering	Nashville, TN	To attend the ITS America Annual Meeting and Exposition	04/21/2013 - 04/24/213	1,682	1,682
Laura Minns Planning	Tampa, FL	To attend Statewide Pedestrian and Bicycle Safety Coalition quarterly meeting sponsored by FDOT and CUTR	04/23/2013 - 04/24/2013	0	0
Gregory Barowski Operations	Columbia, SC	Testing of on-board validators for LYNX TVM Project.	04/29/2013 - 05/01/2013	893	893
James McLawhorn Govt. Affairs	Tallahassee, FL	To attend the spring Legislative Session and Strategy meeting	04/29/2013 - 05/02/2013	419	419
Bernard Guida Procurement	Tampa, FL	To attend meeting of the Florida Transit Maintenance Consortium to complete technical scope for the new heavy bus solicitation	04/30/2013 - 05/01/2013	163	163
TOTAL ESTIMATED COSTS and AGENCY COSTS				7,255	7,255