




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

1. Call to Order & Pledge of Allegiance

2. Approval of Minutes

-  Minutes from the July 24, 2014 Board of Directors' Meeting Pg 4

3. Recognition

- Service Award 20 Years: Ted Chisolm, Bus Operator; Debbie Toler, Human Resource Analyst

4. Public Comments

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





5. Chief Executive Officer's Report

6. Consent Agenda


A. Invitation for Bid (IFB)

- i.  Authorization to Issue an Invitation for Bid (IFB) for Leasing Ten (10) Compressed Natural Gas (CNG) Buses Pg 13
- ii.  Authorization to Issue an Invitation for Bid (IFB) and Award a Contract for the Construction of the Poinciana Transfer Center Pg 15
- iii.  Authorization to Issue an Invitation for Bid (IFB) for Pressure Washing and Steam Cleaning at LYNX Central Station and LYNX Transfer Centers Pg 17
- iv.  Authorization to Issue an Invitation for Bid (IFB) for Painting of Existing Bus Shelters Pg 19










B. Award Contracts

- i.  Authorization to Award Contract #15-C04 to First Transit, Inc. for Bus Line Inspection Services Pg 21
- ii.  Authorization to Award Contract #15-C02 to James River Solutions for the Purchase of Dyed Ultra Low Sulfur Diesel Fuel Pg 24
- iii.  Authorization to Award Contract #15-C03 to James River Solutions for the Purchase of 87 Octane Unleaded Gasoline Pg 26
- iv.  Authorization to Award Contract #15-C01 to Glover Oil Company for the Purchase of B-99 Biodiesel Fuel Pg 28


C. Extension of Contracts

- i.  Authorization to Exercise the Second Year Option and Increase the Contract Amount of Contract #11-C18 with Diamond Investigations and Security, Inc. for Contracted Security Services Pg 30

D. Miscellaneous

- i.  Authorization to Increase the Amount of the First Year Option of Contract #11-C12 with AECOM Technical Services, Inc. for Non-Grant Funded Projects Pg 31
- ii.  Confirmation of Appointment of Andrea Ostrodka as Director of Planning and Development Pg 33
- iii.  Authorization to Auction Surplus Equipment & Obsolete Bus Parts Pg 34
- iv.  Authorization to Submit Fiscal Year 2014/2015 Application to the Florida Commission for the Transportation Disadvantaged for the Shirley Conroy Rural Area Capital Assistance Program Grant Pg 46
 - Attachments 
- v.  Authorization to Execute Metroplan Orlando's FY2014/2015 Unified Planning Work Program (UPWP) Pass-Thru Funding Agreement Pg 50
 - Attachments 
- vi.  Authorization to Execute Renewal of Casualty Insurance Programs for FY 2014/2015 Pg 66
- vii.  Authorization to Award a Task Order to AECOM under Contract #12-C25 for the Engineering and Design of the LYNX Orlando Trail Project Pg 69

7. Action Agenda

- A.  Authorization to Amend LYNX' FY2014 Operating and Capital Budgets Pg 71
 - Attachments 
- B.  Authorization to Adopt Fiscal Year 2015 Operating and Capital Budgets Pg 85
 - Attachments 
- C.  Authorization to Enter into the FY2015 Service Funding Agreements with the Regional Funding Partners Pg 102
 - Attachments          
- D.  Authorization to Amend the City of Kissimmee Lease Agreement and Exercise Five (5) Year Renewal Option for the Osceola Satellite Facility (OSF) Pg 275
 - Attachments 
- E.  Authorization to Enter into a Late Evening/Weekend Service Agreement with the University of Central Florida (UCF) Office of Student Involvement (OSI) Pg 279
 - Attachments 
- F.  Authorization to Approve the Amendment to Administrative Rule 2, Board Governance (ByLaws), Redesignating the Audit and Oversight Committee as the Oversight Committee, Establish the Finance and Audit Committee and Establish the Risk Management Committee Pg 286
 - Attachments  

8. Other Business

9. Monthly Reports

A.	 Monthly Financial Reports - August 31, 2014	Pg 305
	-Attachments 	
B.	 Monthly Financial Reports - July 31, 2014	Pg 312
	-Attachments 	
C.	 LYNX American Recovery and Reinvestment Act Project Status Report	Pg 319
D.	 Ridership Report - July 2014 (Final) and August 2014 (Preliminary)	Pg 320
E.	 Planning and Development Report	Pg 330
F.	 Communications Report	Pg 334
G.	 Government Relations Report	Pg 344
H.	 Business Development Report	Pg 346
I.	 Monthly Employee Travel - September 2014	Pg 348
J.	 Monthly Employee Travel - August 2014	Pg 349

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

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

LYNX
Central Florida Regional Transportation Authority
Monthly Board Meeting Minutes

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

DATE: July 24, 2014

TIME: 1:07 p.m.

Members in Attendance:

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

Members Absent:

1. Call to Order and Pledge of Allegiance

The Chairman, Mayor Buddy Dyer, called the meeting to order at 1:07 p.m. Chairman Dyer asked Commissioner Attkisson to lead the Pledge of Allegiance.

2. Approval of Minutes

Motion was made and seconded to approve the Minutes of the May 22, 2014 Board of Directors. The Motion passed unanimously.

3. Recognition

The Chairman recognized Maria Colon, Manager of Organizational Development & Training, to present LYNX' employee recognitions.

20 Years of Service:

James Queen, Bus Operator

25 Years of Service:

Thomas Lapans, Bus Operator

Valentin Tarrats, Bus Operator

4. Public Comments

Mike Kuhns addressed the Board with concerns with the transfer to LINK 106 at the Rosemont SuperStop . He noted that LINK 106 departs early ahead of the arriving bus on a recurring basis and the passengers are missing the transfer.

Joanne Counelis addressed the Board in support of 24 hour service 7 days a week including holidays and weekends. She recommended that LINK 34 have earlier morning service.

Margo Wright addressed the Board to compliment Operator #1879, LINK 6, and to agree with the previous speaker addressing buses that depart early ahead of arriving buses and passengers missing their transfers.

5. Chief Executive Officer's Report

The Chairman recognized John Lewis, Chief Executive Officer.

Mr. Lewis noted that ridership on LYMMO service has increased significantly as a result of adding the new East / West service and SunRail connections. As part of the rehab of the Orange Line and the installation of the new Grapefruit Line, the technology capabilities were increased. Passengers are able to receive real time information. The technology was tested on LYMMO. At each of the LYMMO stops there is kiosk variable message sign that provides when the next bus will arrive. An additional customer amenity is www.lynxbustracker.com . As we discussed in the Audit Committee during the discussion of the Capital Budget, LYNX will be transitioning the capability to the remaining fleet which customers can access from cell phones and PDAs.

Over the last several meetings, Mr. Lewis stated there have been discussions of the Medicaid reform on paratransit operations. The reforms will take effect in Central Florida beginning August 1st for long term care recipients and October 1st for all others with Medicaid eligibility. LYNX staff has been working with the contract provider to ensure customers have information concerning the transition to managed care organizations. LYNX' Medicaid ridership is approximately 40% - 50% of the monthly paratransit ridership creating a significant impact on LYNX' service. The State has notified LYNX of a 60 day grace period for riders to transition to transportation service offered by managed care and to also allow them to continue utilizing LYNX' service during the time period. LYNX will continue to be reimbursed for trips during the grace period.

Mr. Lewis provided that LYNX Operating Revenue continues to track higher than expenses even when taking into account the larger than anticipated growth in our paratransit service. The fuel hedge program continues to pay dividends. LYNX' fuel expense is \$131,000 under budget and 81% of fuel purchases have been locked-in for FY2015.

Overall, ridership remains steady with approximately 1% growth over the same period last year. LYMMO ridership is growing. LYMMO Orange Line ridership is up 30% over last year and 40% on weekends. As a result of SunRail, riders are taking advantage of the LYMMO services. The NeighborLink ridership is also growing with approximately a 12% increase. NeighborLink provides a flexible transit option with communities. LYNX' new route, LINK 418, which provides service to Meadow Woods and from Meadow Woods to Medical City, is showing

continued growth. LYNX is working with partners in Orange County, Nemours and the Veterans Administration Hospital to enhance the marketing of the route.

The solvency and stability of Federal Transportation Trust Fund has received a lot of attention and discussion. The Highway Trust Fund will begin to realize shortfalls by the end of August, 2014. In essence, there will not be enough revenue coming into the Fund to pay the expense for projects being constructed. USDOT Secretary Foxx stated that by the end of the month USDOT will begin cash management strategies – paying based on the money that the Fund has, not based on the money the projects require. The Transit Trust Fund is in a better position and not projected to reach that status until October or November, 2014. The House of Representatives have reached an agreement on a short term cash infusion from the General Fund but is not a long term fix.

The Board requested that Mr. Lewis provide a status report on the FlexBus project.

Mr. Lewis noted that on the Board's Agenda, staff is requesting the Board's authorization to enter into a contract with DoubleMap, the vendor that successfully went through the pilot phase of the project. LYNX had several federal grants. One of the grants was to pay for a technology pilot with two capital grants to install FlexBus kiosks and other equipment. LYNX did move forward with the technology pilot. LYNX will deobligate the other two grants and transfer that obligation to the University of South Florida, Center for Urban Transportation Research (CUTR). CUTR will work with the four partner communities to monitor and implement their vision of FlexBus in the future. LYNX' request will allow the purchase of the technology and to enter into an agreement with the four cities for their use of the technology for FlexBus and LYNX will use the technology on NeighborLink.

6. Consent Agenda

A. Award Contracts

- i.** Authorization to Issue Coordination Agreements to One Medicaid Compensable and Multiple Non-Compensable Human Services Agencies
- ii.** Authorization to Award a Contract to VRide
- iii.** Authorization to Award Contracts for Tort Liability Legal Services
- iv.** Authorization to Award a Contract for Workers' Compensation Legal Services
- v.** Authorization to Award a Contract to DoubleMap, Inc. for the Purchase of a Software and Hardware Solution for Use in "FlexBus" Service, to be Provided by the Cities of Altamonte Springs, Casselberry, Longwood, and Maitland

B. Extension of Contracts

- i.** Authorization to Amend Contract #11-C06 (Website Hosting and Design) with Just Program, LLC d/b/a Solodev to Incorporate Hosting and Design Services for BRT Project Website into the Current Contract and to Execute the Second Option Year
- ii.** Authorization to Ratify the Second Renewal Year of Contract with State Farm Mutual Automobile Insurance Company for Advertising Under the Road Ranger Contract
- iii.** Authorization to Execute the Second Option Year of Contract #10-C29 with Groundtek of Central Florida, Inc. for Bus Stop Lawn Maintenance and Trash Removal
- iv.** Authorization to Execute the Second Option Year of Agreement #13-A62 for CorVel Workers' Compensation Third Party Administrator (TPA)

- v. Authorization to Execute the Fourth Option Year of Contract #10-C28 with TJ's Quality Construction Clean-Up, LLC. for the Pressure Washing and Steam Cleaning of LYNX Bus Shelters
- C. Miscellaneous**
- i. Authorization to Increase the Amount of the First Option Year of Contract #11-C12 with AECOM for Non-Grant Funded Projects
 - ii. Ratification of an Increase of \$4,350 to Purchase Order #1301404 with Don Wood, Inc. for Emergency Improvements Associated with Diesel Bus Fueling Station at the Osceola Satellite Facility and Authorization of an Additional \$25,000 in Contingency Funding for Potential Additional Work
 - iii. Authorization to Renew the Lease Agreement with the Florida Department of Transportation (FDOT) for the Use of FDOT's Vacant Property at the Intersection of Amelia Street and Garland Avenue
 - iv. Authorization to Submit Grant Application to the Federal Transit Administration (FTA) for Bus and Bus Facilities Program: Ladders of Opportunity
 - v. Authorization to Increase the Not-To-Exceed Amounts of Contract #10-C21 for the Neighborhood Flex Route Services Contracts and Amend the FY2014 Amended Operating Budget
 - vi. Authorization to Increase the Not-To-Exceed Amount of Contract #12-C02 for Paratransit Services
 - vii. Authorization to Dispose of Items Accumulated Through the Lost and Found Process
 - viii. Authorization to Modify Joint Project Agreement (JPA) between LYNX and the Orlando Utilities Commission (OUC) for the Parramore BRT Project to Include Cost of Work to be Completed
 - ix. Authorization to Negotiate and Amend the Interlocal Agreement between LYNX and the City of Orlando for the Parramore BRT Project

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

7. Action Agenda

A. Authorization to Amend the FY2014 Service Funding Agreement with Orange County

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

In September 2013, LYNX Board of Directors approved the Orange County Service Funding Agreement for fiscal year 2014 in the amount of \$37,587,018. Since that time, staff has worked with Orange County to appropriate the \$500,000 additional one-time capital funding authorized by the Orange County Board of County Commissioners during their FY2014 budget development process.

In addition to the additional one-time capital funding, Orange County staff is requesting to modify the FY2014 Service Funding Agreement to include the additional requirements. The Audit Committee discussed the requirements in detail.

The Chairman recognized Pat Christiansen, LYNX' General Counsel.

Mr. Christiansen provided the language to amend the Agreement which was recommended by the Audit Committee for adoption by the Board of Directors:

- 1) Paragraph 28 be revised to add the following sentence at the end:
The foregoing Exhibit "C" shall be provided to each Funding Partner.
- 2) Paragraph 29 be revised to read " ..., and the updated schedule shall be included as part of each quarterly report that LYNX submits to each Funding Partner pursuant to section 4(b)."
- 3) Paragraph 30 be deleted.

Motion was made and seconded to amend the FY2014 Service Funding Agreement with Orange County. The Motion passed unanimously.

Motion was made and seconded to authorize the amending of the FY2014 Service Funding Agreement with Orange County with the language recommended by the Audit Committee and presented by LYNX General Counsel and to amend the FY2014 Capital Budget accordingly. The Motion passed unanimously.

B. Authorization to Amend the FY2014 Service Funding Agreement with Lake County

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

Ms. Sherman stated that staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to amend the FY2014 Service Funding Agreement with Lake County from \$66,676 to \$72,242 and amend the FY2014 Amended Operating Budget accordingly.

Motion was made and seconded to authorize the amending of the FY2014 Service Funding Agreement with Lake County and to amend the FY2014 Amended Operating Budget accordingly. The Motion passed unanimously.

C. Authorization to Extend an Interlocal Agreement with the Florida Department of Transportation (FDOT) for the SunRail Ticketing System, Backroom Development and Cost Sharing

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

Ms. Sherman noted that staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or his designee to negotiate and extend an Interlocal Agreement (ILA) with the Florida Department of Transportation (FDOT) for the development of the SunRail ticketing system, backroom, costs sharing, and processing of ticket proceeds for the period from September 1, 2014 through August 31, 2015. The current Agreement expires August 31, 2014.

Motion was made and seconded to authorize the negotiation and extension of an Interlocal Agreement (ILA) with the Florida Department of Transportation (FDOT) for the development of the SunRail Ticketing system, backroom, costs sharing and processing of ticket proceeds for the period from September 1, 2014 through August 31, 2015. The Motion passed unanimously.

D. Authorization to Extend a Joint Participation Agreement (JPA) for Feeder Bus Service with Florida Department of Transportation (FDOT) for SunRail

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

Mr. Lewis noted that Board meet at a Special Board Meeting April, 2014 to discuss the Joint Participation Agreement (JPA) with Florida Department of Transportation (FDOT) for the feeder bus service providing access to SunRail Stations.

There was some disagreement between LYNX and FDOT primarily related to the estimated number of hours to provide the service.

The initial JPA was signed by both parties with a termination date of April 28, 2014. The Board directed staff to enter into a short term agreement allowing for future resolution of the disagreements with FDOT and an amendment to the JPA was issued through August 31, 2014.

The Board directed staff to review the actual operating environment in the convening months. Staff has verified the actual time required to deviate service and maintain connectivity to the Altamonte Springs SunRail Station.

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or his designee to extend a Public Transportation Joint Participation Agreement (JPA) with the Florida Department of Transportation for the feeder bus service providing access to SunRail Stations through September 30, 2015.

During continuing negotiations, LYNX staff is requesting Board of Directors approval of one of the following three options:

1. Elimination of the service to the Altamonte Springs Station
2. Utilization of Reserves to support the funding shortfall
3. Continue to work with FDOT to secure the funding gap

Staff is recommending the extension of the JPA so that there is no service interruption while the various terms of the agreement are settled, unless the Board directs to eliminate the service to the Altamonte Springs Station.

The Chairman recognized Secretary Downs.

The Secretary stated that LYNX staff and FDOT staff has been and will continue to work together.

Motion was made and seconded to authorize the extension of the Public Transportation Joint Participation Agreement (JPA) with the Florida Department of Transportation for the feeder bus service providing access to SunRail Stations through September 30, 2015. The Motion passed unanimously.

E. Authorization to Implement the August 24, 2014 Proposed Service Changes

The Chairman recognized Andrea Ostrodka, Interim Director of Planning and Development, to make the presentation.

Ms. Ostrodka stated that staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to implement the proposed service changes effective August 24, 2014.

The changes generally consist of slight modifications to schedules as well as six additional trips into Lake County approved in a previous Board item.

Motion was made and seconded to authorize the implementation of the August 24, 2014 proposed service changes. The Motion passed unanimously.

F. Authorization to Initiate Public Outreach Process for Fiscal Year 2015 Proposed Service Changes

The Chairman recognized Andrea Ostrodka, Interim Director of Planning and Development, to make the presentation.

Ms. Ostrodka stated that staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to initiate the public outreach and participation process for proposed service changes scheduled to occur in fiscal year 2015.

The Board's authorization will provide staff additional preparation time and time to work with the Funding Partners to meaningfully engage the public as well as the ridership on the proposed service changes.

Motion was made and seconded to authorize the initiation of public outreach process for fiscal year 2015 proposed service changes. The Motion passed unanimously.

The Chairman announced that staff has requested to add a Blue Sheet Item, Action Agenda Item G., Authorization to Remit Payment Pursuant to Settlement Agreement and Consent Order Entered in Robinson et. al. v. Central Florida Regional Transportation Authority, et. al., Case No. 2012-CA-153-AW.

F. Authorization to Remit Payment Pursuant to Settlement Agreement and Consent Order Entered in Robinson et. al. v. Central Florida Regional Transportation Authority, et. al., Case No. 2012-CA-153-AW.

The Chairman recognized Pat Christiansen, LYNX General Counsel, to make the presentation.

Mr. Christiansen provided the background on the Robinson v. CFRTA case. The Board, in Executive Session on March 27, 2014, authorized an agreement settling the case. A settlement was reached for \$3,250,000. On July 16, 2014 the Stipulation and Settlement Agreement and Consent Order was entered.

At the time of the accident the sovereign immunity limitation was \$200,000. LYNX will remit the \$200,000 within 30 days of the date of the Consent Order. Should the Plaintiff successfully seek action by the Florida Legislature through the Claims Bill process, the settlement was that LYNX would support the Claims Bill with the potential liability for an additional \$3,000,000.

The authorization requested today is to approve the settlement which would incorporate the payment of the \$200,000. To clarify the Blue Sheet item:

- 1) Insert in the first paragraph, Action Requested, “... Board of Directors’ authorization **to settle the Robinson case for \$3,250,000.** ...”
- 2) Insert in the second paragraph, Background, “... settling the above-referenced case **for \$3,200,000.**”

Motion was made and seconded to authorize the remittance of payment pursuant to Settlement Agreement and Consent Order Entered in Robinson et. al. v. Central Florida Regional Transportation Authority, et. al., Case No. 2012-CA-153-AW and modify the Blue Sheet Action Item as requested by General Counsel. The Motion passed unanimously.

8. Work Session

✓ Overview of American Bus Benchmarking Group (ABBG) FY2012 Annual Report

The Chairman recognized Andrea Ostrodka, Interim Director of Planning and Development, to make the presentation.

Ms. Ostrodka stated that over the past 2 years, LYNX has systematically assessed and have begun to improve the Agencies operational and administrative efficiency and effectiveness. Seven months ago, LYNX completed a Comprehensive Operational Analysis (COA) to strengthen the system and better serve our partners. To better understand now how our transit operations and administration compares to our peers, LYNX joined the American Bus Benchmarking Group (ABBG) in 2013.

- Benchmarking
 - A systematic process of continuously measuring, comparing and understanding organizations’ performance and changes in performance
- ABBG Participants
 - ABBG was specifically created for mid-sized transit agencies like LYNX. There are a total of 17 agencies across the country that participates.
- Key Performance Indicators
 - Each member agency collects data from over 30 Key Performance Indicators (KPIs)
 - ✓ Customer Experience

- ✓ Internal Processes
- ✓ Finance
- ✓ Safety
- ✓ Environment
- ✓ Growth & Training
- Key Performance Indicator
 - Total Annual Passenger Boardings (Fixed Route)
 - ✓ Average FY2012 = 16.7 Million
 - ✓ LYNX FY2012 = 27.2 Million
 - On-Time Performance (Automatic Vehicle Locator Systems)
 - ✓ Average FY2012 = 76%
 - ✓ LYNX FY2012 = 60%
 - Network Efficiency –
Actual Revenue Vehicle Miles per Actual Total Vehicle Miles
 - ✓ Average FY2012 = 86%
 - ✓ LYNX FY2012 = slightly below average
 - Staff Productivity –
Actual Total Vehicle hours per Total Paid Employee Hours
 - ✓ Average FY2012 = .48 (1 paid employee hour operates a vehicle for 28 minutes)
 - ✓ LYNX FY2012 = .55 (1 paid employee hour operates a vehicle for 33 minutes)
 - Operating Cost per Vehicle Mile
 - ✓ Average FY2012 = \$7.29 / Vehicle Mile
 - ✓ LYNX FY2012 = \$4.75 / Vehicle Mile
 - Administrative Cost per Vehicle Mile
 - ✓ Average FY2012 = \$1.36 / Vehicle Mile
 - ✓ LYNX FY2012 = \$0.72 / Vehicle Mile
 - Operating Cost Recovery – Farebox Recovery
 - ✓ Average FY2012 = 26.10%
 - ✓ LYNX FY2012 = 32.8%
 - Safety: Collisions / Total Miles
 - ✓ Average FY2012 = 33.0 per Million Miles Traveled (36% preventable)
 - ✓ LYNX FY2012 = 29.2 per Million Miles Traveled (31% Preventable)

9. Other Business

The Chairman asked if there was other business.

10. Monthly Reports

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

Meeting adjourned at 1:53 p.m.

Consent Agenda Item #6.A. i

To: LYNX Board of Directors

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

Phone: 407.841.2279 ext: 6100

Item Name: Invitation for Bid (IFB)
Authorization to Issue an Invitation for Bid (IFB) for Leasing Ten (10)
Compressed Natural Gas (CNG) Buses

Date: 9/25/2014

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 the lease of ten (10) Compressed Natural Gas (CNG) buses for a period of four (4) or five (5) years.

BACKGROUND:

The LYNX Transportation Development Plan (TDP) includes requirements for annual bus fleet replacement. For FY2015, LYNX intends to lease ten (10) 40' low floor CNG buses as part of the overall annual fleet replacement plan. The CNG buses will be acquired through the existing Gillig, LLC Contract #14-C09. The Gillig price quote for 40' low floor CNG buses is \$543,087 per bus for a total of \$5,430,870 for ten (10) buses. LYNX will enter into a capital leasing agreement with a leasing agency that will include principal and interest repayments over the next four (4) or five (5) years.

LYNX typically acquires its annual bus requirements through a single payment purchase utilizing grant funding. However, in FY2007 LYNX entered into a leasing agreement for the lease of twenty-one (21) Gillig diesel buses to meet the fleet expansion requirements at that time. The twenty-one (21) bus lease was paid in full in August 2014. The twenty-one (21) bus lease was funded with local contributions from Orange County.

LYNX wishes to pursue another leasing option for ten (10) of the thirty-five (35) replacement buses included in the FY2015 Preliminary Capital Budget. The ten (10) leased buses will support the requirements of the Unsolicited Proposal to acquire thirty-five (35) buses to begin the CNG fleet conversion. LYNX will utilize federal funds to purchase twenty-five (25) of the replacement buses and local \$2 capital funds to support the lease payments for the additional ten

(10) CNG buses. The acquisition of the additional ten (10) CNG buses will help reduce the high maintenance costs associated with the operation of an aging fleet.

FISCAL IMPACT:

LYNX staff included \$696,536 as an estimate in the FY2015 Proposed Capital Budget for leased replacement 40' CNG buses.

Consent Agenda Item #6.A. ii

To: LYNX Board of Directors

From: Daniel Healey
DIRECTOR OF ENGINEERING
Jeffrey Reine
(Technical Contact)
D'Hasheem Alkebulan
(Technical Contact)
Shannon White
(Technical Contact)

Phone: 407.841.2279 ext: 6023

Item Name: Invitation for Bid (IFB)
Authorization to Issue an Invitation for Bid (IFB) and Award a Contract for
the Construction of the Poinciana Transfer Center

Date: 9/25/2014

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) and negotiate and award a contract to construct the Poinciana Transfer Center.

BACKGROUND:

Staff previously requested the Board of Directors' authorization at its January 2012 meeting to release an IFB to award a fixed price service contract for the construction of the Poinciana Transfer Center. The construction was intended to be funded through the use of American Recovery and Reinvestment Act (ARRA) cost savings; however, the project was later determined ineligible for ARRA funding as it was primarily new construction rather than rehabilitation.

The current major transfer point in the Poinciana community is located in the Wal-Mart parking lot. The existing transfer center consists of a single bus bay and was built in 2004 as a requirement of an Osceola County development order issued in 2003. At that time, service to Poinciana was limited to a single bus route. In the past ten years, due to increased demand, LYNX has added significant transit service and frequency to Poinciana. As a result of this increase, buses unable to access the bus bay must stage in the adjacent parking lot. This complicates transfers between routes given the average of three hundred and fifty-five (355) daily boardings.

Routes that currently utilize the existing facility are:

- LYNX 26-Connects Poinciana with the Kissimmee Intermodal Station.
- LYNX 306-Connects Poinciana with Disney World.
- LYNX 416-Connects Poinciana with Haines City.
- LYNX 426-Serves as the Poinciana Neighborhood Circulator
- NeighborLink 601-Serves as a curb-to-curb service within Villages 1, 2, 3, 4 and 5 of Poinciana
- NeighborLink 603-Serves as curb-to curb service within Villages 3, 4, 7 and 8 of Poinciana

If authorized, the new Poinciana Transfer Center expansion will include a linear bus bay which will accommodate three (3) fixed-route buses and two (2) NeighborLink route vehicles allowing simultaneous service to the transfer center. This expansion project also includes the milling and resurfacing of the transfer center to support the heavy vehicle traffic, the extension of the existing bus bay by approximately one hundred and fifty (150) feet and addition of passenger shelters and associated amenities.

LYNX has submitted permit applications for this project and expects permits to be issued in early fall of 2014.

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION:

LYNX is committed to the utilization of DBEs and small business firms on federally funded projects toward the attainment of the agencies overall annual goal. LYNX requests for the bidders/offerors to identify and report all sub-contractors/suppliers scheduled for participation in their contract.

It is its procurement policy to require contractors in order to be responsible and/or responsive, to document good faith effort to subcontract portions of their work to meet the established goal for material, supplies and services.

LYNX has established a **16%** participation goal on this project.

FISCAL IMPACT:

LYNX staff included \$415,000 in the FY2015 Proposed Capital Budget for the Poinciana Transfer Center.

Consent Agenda Item #6.A. iii

To: LYNX Board of Directors

From: Daniel Healey
DIRECTOR OF ENGINEERING
Daniel Healey
(Technical Contact)
Jeffrey Reine
(Technical Contact)
D'Hasheem Alkebulan
(Technical Contact)

Phone: 407.841.2279 ext: 6023

Item Name: Invitation for Bid (IFB)
Authorization to Issue an Invitation for Bid (IFB) for Pressure Washing and Steam Cleaning at LYNX Central Station and LYNX Transfer Centers

Date: 9/25/2014

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 a fixed-price services contract for pressure washing and steam cleaning services at LYNX Central Station and LYNX Transfer Centers.

BACKGROUND:

In order to maintain a clean and safe environment for LYNX customers, the following locations require pressure cleaning services:

- (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

Each Transfer Center is pressure washed semi-monthly, while the LYNX Central Station outside passenger area is pressure washed weekly.

LYNX Board Agenda

The award for this service occurred pursuant to the Board of Directors' authorization received on May 23, 2013. The initial firm that this was awarded to was not able to sufficiently perform the necessary work. Subsequently, the contract for this service was then awarded to the next lowest, responsive, and responsible bidder, TJ's Quality Construction Cleanup, LLC for a period of one year with no additional options. The current contract expires October 1, 2014. LYNX staff has analyzed the current market situation and is has determined that a longer term contract will be more cost effective and resource efficient.

LYNX staff seeks authorization to solicit bids for a three (3) year initial contract term, with two (2) one-year options for the pressure washing and steam cleaning of LYNX Central Station and LYNX Transfer Centers. The anticipated Scope of Services includes but is not limited to:

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

FISCAL IMPACT:

LYNX staff included \$115,000 in the FY2015 Proposed Operating Budget for pressure cleaning services at LYNX Central Station (LCS) and LYNX transfer facilities. The FY2014 projected expenses are \$43,001 for pressure cleaning services.

Consent Agenda Item #6.A. iv

To: LYNX Board of Directors

From: Daniel Healey
DIRECTOR OF ENGINEERING
Jeffrey Reine
(Technical Contact)
D'Hasheem Alkebulan
(Technical Contact)
Shannon White
(Technical Contact)

Phone: 407.841.2279 ext: 6023

Item Name: Invitation for Bid (IFB)
Authorization to Issue an Invitation for Bid (IFB) for Painting of Existing Bus Shelters

Date: 9/25/2014

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 the painting of existing bus shelters. This painting is part of a larger effort for shelter rehabilitation.

BACKGROUND:

LYNX currently has approximately 4,500 bus stops within its 2,500 mile service area. One of the most requested improvements to a bus stop from passengers is the addition of a bus shelter. From the initiation of the shelter program in the late 1990s until 2007, a total of 400 bus shelters were added. From 2007 to present, an additional 700 new bus shelters have been placed into service. The purpose of this request is to solicit bids specifically for the repainting of older shelters (pre-2007) that are in need of updating. LYNX previously had chosen a multi-color schematic for its bus shelters that is showing age. LYNX has been continuously coordinating with local funding partners for appropriate color schemes.

Currently, existing contracts are in place to replace items on shelters needing updating such as the seating and roof panels. This IFB would allow for the in-situ painting of the bus shelters. By painting in-situ, LYNX is able to save approximately 30 percent off of the cost of an entirely new shelter. In addition, by combining the replacement of parts (i.e. roof panels and seats) with the repaint, LYNX is able to leverage and maximize capital funding from the Federal Transit Administration instead of operation funding.

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

LYNX is committed to the utilization of DBEs and small business firms on federally funded projects toward the attainment of the agencies overall annual goal. LYNX request for the bidders/offerors to identify and report all sub-contractors/suppliers scheduled for participation in their contract.

It is its procurement policy to require contractors to document good faith effort to subcontract portions of their work for material, supplies and services in order to be responsible and/or responsive to meet the goal.

LYNX has established a **10%** participation goal on this project.

FISCAL IMPACT:

LYNX staff included \$100,000 in the FY2015 Proposed Capital Budget for shelter rehabilitation.

Consent Agenda Item #6.B. i

To: LYNX Board of Directors

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

Phone: 407.841.2279 ext: 6036

Item Name: Award Contracts
Authorization to Award Contract #15-C04 to First Transit, Inc. for Bus
Line Inspection Services

Date: 9/25/2014

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to award Contract #15-C04 to First Transit, Inc. for bus line inspection services. The term of the contract is five (5) years.

BACKGROUND:

At the May 22, 2014 Board of Directors meeting, staff received authorization to release a Request for Proposal (RFP) for bus inspection services on behalf of the members of the Florida Public Transportation Association (FPTA) Bus Consortium under the bus procurement process. The inspection services are exclusively for Heavy Duty Transit buses purchased under LYNX Contract #14-C09 with Gillig, LLC which was approved by the Board on December 4, 2013 and executed on December 12, 2013.

The purpose of this contract will be to obtain high quality and professional bus line inspection/resident engineering services to ensure that the buses obtained by FPTA Bus Consortium members are top quality equipment capable of delivering maximum performance with high reliability. The Contractor will represent the procuring agency at the Gillig plant and will monitor the manufacturing and installation process. The Contractor will also be authorized to approve the pre-delivery acceptance tests and to release the buses for delivery. Each agency utilizing this contract will be responsible for following their own internal procurement process for services and payment.

Pursuant to the Board of Directors' authorization on May 22, 2014, the RFP was released on June 6, 2014, and proposals were due to LYNX by 2:00 p.m. EST on Thursday, June 19, 2014.

The three responses received were from the following firms:

- First Transit, Inc.
- Transit Resource Center
- Vehicle Technical Consultants

The Source Evaluation Committee (SEC) consisted of the following personnel:

- Tangee Mobley, Director of Transportation and Maintenance, LYNX
- Patricia Bryant, Manager of Finance, LYNX
- Elvis Dovalos, Maintenance Training & Development Instructor, LYNX

The proposals were evaluated on the following criteria in descending order of importance:

1. Qualification and Experience (40%)
Firm's ability, capacity, skill and financial resources to provide the services
Recent experience of the firm in bus inspection and quality control programs
Firm's track record in providing accurate bus line inspection
Service and the extent of customer satisfaction
Current references and contact information
2. Qualification of Project Team (30%)
Experience and qualifications of staff to be assigned to the project
Quality of the proposed staff, proper balance of relevant skills and availability of substitute qualified staff
3. Understanding and Approach (20%)
Demonstrated understanding of the requirements of this RFP
4. Cost (10%)
Cost will be evaluated on reasonableness of cost in relation to the services provided

The SEC met on Monday, August 25, 2014 to discuss the three responses. The meeting was publicly noticed on LYNX' website and in the Orlando Sentinel.

The scoring of the proposals submitted is as follows based on a total possible score of 300:

- First Transit, Inc. (**288.00**)
- Transit Resource Center (274.60)
- Vehicle Technical Consultants (242.70)

Following the discussions on August 25, 2014, the SEC unanimously recommended the award be made to First Transit, Inc.

First Transit, Inc. is offering a fixed cost per vehicle inspection for both diesel power, hybrid electric and CNG buses.

Contract Year One	\$ 299.00
Contract Year Two	\$ 309.00
Contract Year Three	\$ 319.00
Contract Year Four	\$ 329.00
Contract Year Five	\$ 339.00

FISCAL IMPACT:

LYNX typically purchases from twenty (20) to twenty-five (25) vehicles per year. The bus inspection fee of \$249 per bus is 100% grant funded and included as part of the bus cost in the FY2015 Proposed Capital Budget.

Consent Agenda Item #6.B. ii

To: LYNX Board of Directors

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

Phone: 407.841.2279 ext: 6100

Item Name: Award Contracts
Authorization to Award Contract #15-C02 to James River Solutions for the Purchase of Dyed Ultra Low Sulfur Diesel Fuel

Date: 9/25/2014

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to award Contract #15-C02 to James River Solutions to provide dyed ultra low sulfur diesel fuel. The term of the contract is for a one year period beginning October 1, 2014 through September 30, 2015.

BACKGROUND:

The current Contract expires on September 30, 2014. An Invitation for Bid (IFB) was issued on July 25, 2014 and responses were due on August 25, 2014. The bid required suppliers to provide a fixed fee cost per gallon known as an "Adder Fee" to deliver the fuel. The "Adder Fee" is added to the cost of the fuel. The fuel cost is set based on the daily rack average of U.S. Gulf Coast Platts (USGC) index. Other charges include a fixed pump off fee for above ground tanks.

The following bids were received:

Mansfield Oil	\$.1980
Truman Arnold	\$.1845
Palmdale Oil	\$.1586
RKA Petroleum	\$.2264
James River Solutions	\$.1390

The lowest responsive and responsible bidder is James River Solutions.

FISCAL IMPACT:

LYNX staff included \$10,428,249 in the FY2015 Proposed Operating Budget to support the purchase of dyed ultra low sulfur diesel fuel. The estimated FY2014 expense for ultra low sulfur diesel fuel is \$10,843,211.

Consent Agenda Item #6.B. iii

To: LYNX Board of Directors

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

Phone: 407.841.2279 ext: 6100

Item Name: Award Contracts
Authorization to Award Contract #15-C03 to James River Solutions for the Purchase of 87 Octane Unleaded Gasoline

Date: 9/25/2014

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to award Contract #15-C03 to James River Solutions to provide 87 octane unleaded gasoline. The term of the contract is for a one year period beginning October 1, 2014 through September 30, 2015.

BACKGROUND:

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

The current Contract expires on September 30, 2014. An Invitation for Bid (IFB) was issued on July 25, 2014 and responses were due on August 25, 2014. The bid required suppliers to provide a fixed fee cost per gallon known as an "Adder Fee" to deliver the fuel. The "Adder Fee" is added to the cost of the fuel. The fuel cost is set based on the daily rack average of U.S. Gulf Coast Platts (USGC) index. Other charges include a fixed pump off fee for above ground tanks.

The following bids were received:

James River Solutions	\$.0620
Petroleum Traders	\$.2081
Mansfield Oil	\$.1637
Truman Arnold	\$.1550
RKA Petroleum	\$.1248
Palmdale Oil	\$.1681

The lowest responsive and responsible bidder is James River Solutions.

FISCAL IMPACT:

LYNX staff included \$3,003,119 in the FY2015 Proposed Operating Budget to support the purchase of 87 octane unleaded gasoline. The estimated FY2014 expense for unleaded gasoline is \$3,961,733.

Consent Agenda Item #6.B. iv

To: LYNX Board of Directors

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

Phone: 407.841.2279 ext: 6100

Item Name: Award Contracts
Authorization to Award Contract #15-C01 to Glover Oil Company for the Purchase of B-99 Biodiesel Fuel

Date: 9/25/2014

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to award Contract #15-C01 to Glover Oil Company, Inc. to provide B-99 biodiesel fuel for the period of October 1, 2014 through September 30, 2015 at the Oil Price Information Services (OPIS) daily average price.

BACKGROUND:

Contract #14-C02 with the Glover Oil Company expires on September 30, 2014. On July 21, 2014, LYNX Procurement staff issued an Invitation for Bid (IFB) for B-99 biodiesel fuel. Sealed bids were due back on August 15, 2014. The bid requested suppliers to provide a fixed fee price per gallon (excluding cost of the fuel) using the OPIS daily average. The fixed fee cost includes the cost to deliver the fuel and profit.

The following bids were received:

	<u>Fixed Fee / Gallon</u>	<u>Pump Off Fee**</u>
Glover Oil	-.2000	\$0
Petroleum Traders	-.0656	\$45
Mansfield Oil	+.0687	\$45

The lowest responsive and responsible vendor is Glover Oil.

LYNX Board Agenda

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

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

FISCAL IMPACT:

LYNX staff included \$2,607,062 in the FY2015 Proposed Operating Budget to support the purchase of B-99 biodiesel fuel. The estimated FY2014 expense for the purchase of B-99 biodiesel fuel is \$1,944,952.

Consent Agenda Item #6.C. i

To: LYNX Board of Directors

From: Daniel Healey
DIRECTOR OF ENGINEERING
Jeffrey Reine
(Technical Contact)
Kenneth Jamison
(Technical Contact)
Shannon White
(Technical Contact)

Phone: 407.841.2279 ext: 6023

Item Name: Extension of Contracts
Authorization to Exercise the Second Year Option and Increase the Contract Amount of Contract #11-C18 with Diamond Investigations and Security, Inc. for Contracted Security Services

Date: 9/25/2014

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to exercise the second year option of Contract #11-C18 with Diamond Investigations and Security, Inc. for security services beginning October 1, 2014 through September 30, 2015. In addition, LYNX is requesting authorization to increase the base contract amount from \$526,506 to the FY2015 budgeted amount of \$856,734.

BACKGROUND:

On July 1, 2011, LYNX entered into contract #11-C18 with Diamond Investigations and Security, Inc. to provide security services to LYNX facilities. Security services have increased since the start of the contract due to the addition of the South Street Facility (Access-LYNX), the Kissimmee Satellite Facility, and SunRail. In addition, ridership has grown which has increased the pedestrian traffic in and out of the LYNX Central Station (LCS). The LCS has pedestrian traffic flow of approximately 10,000 passengers per day. This contract extension takes the increased services into account by adding additional security guards to augment existing security staff and provisions for an additional supervisor.

FISCAL IMPACT:

LYNX staff included \$856,734 in the FY2015 Proposed Operating Budget for contracted security services. The FY2014 projected expenses are \$771,015 for contracted security services.

Consent Agenda Item #6.D. i

To: LYNX Board of Directors

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

Phone: 407.841.2279 ext: 6023

Item Name: Miscellaneous
Authorization to Increase the Amount of the First Year Option of Contract #11-C12 with AECOM Technical Services, Inc. for Non-Grant Funded Projects

Date: 9/25/2014

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to increase the dollar amount for the first year option of Contract #11-C12 with AECOM Technical Services, Inc. (AECOM) for Architecture and Engineering Services (A&E) by \$505,554. This increase is to cover non-grant funded needs that have arisen to address the closure of South Street. This represents a total annual dollar amount not-to-exceed \$2,155,554.

BACKGROUND:

The LYNX Board of Directors' authorized at the December, 2013 meeting an annual dollar amount of \$1,600,000 for the first year option of Contract #11-C12. In addition, the LYNX Board of Directors' authorized at the August, 2014 meeting to increase this amount by \$50,000 to cover non-grant funded expenses for on-call related engineering services.

The contract provides for A&E services and assistance for various types and sizes of projects ranging from modifications or improvements to existing facilities to the design-build plans for new transit facilities. It also includes work by AECOM for assisting LYNX in complying with MAP-21 requirements.

The current requested increase in authorized funding will allow AECOM to perform the required non-grant funded work to facilitate the closure of the LYNX South Street Facility as this property transitions from LYNX ownership to City of Orlando ownership. Work that is intended to occur will include: removal of the underground and aboveground storage tanks, removal of the oil/water separator and catch basin, excavation and restoration of the drainage swale, and miscellaneous other closure tasks. Included with this work is the removal of contaminated soil (currently estimated at 3,200 tons). It is estimated that this process will take approximately 60 days.

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

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

FISCAL IMPACT:

In accordance with Governmental Accounting Standards Board (GASB) Statement Number 49 – Accounting and Financial Reporting for Pollution Remediation Obligations, the South Street remediation in the amount of \$505,554 will be accrued in FY2014. These additional expenses will be covered through savings as indicated in the FY2014 Amended Operating Budget agenda item.

Consent Agenda Item #6.D. ii

To: LYNX Board of Directors

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

Phone: 407.841.2279 ext: 6017

Item Name: **Miscellaneous**
Confirmation of Appointment of Andrea Ostrodka as Director of Planning and Development

Date: 9/25/2014

ACTION REQUESTED:

Staff is requesting the Board of Directors' confirmation of the appointment of Andrea Ostrodka to the position of Director of Planning.

BACKGROUND:

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

Consent Agenda Item #6.D. iii

To: LYNX Board of Directors

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

Phone: 407.841.2279 ext: 6100

Item Name: **Miscellaneous**
Authorization to Auction Surplus Equipment & Obsolete Bus Parts

Date: 9/25/2014

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to retire, transfer, recycle or sell, at public auction, surplus and obsolete items as identified on the following detailed lists.

BACKGROUND:

It is LYNX' policy to hold an annual auction to dispose of Board approved surplus assets. This year's auction is scheduled for October, 2014. The following surplus items require authorization for retirement and disposal at the public auction:

Computer Equipment

Surplus and Obsolete computer equipment, including, desktop computers, battery power backup supplies, and printers with a total net book value of \$0.

Furniture, Fixtures and Equipment:

Surplus and obsolete furniture, fixtures, equipment, and shop equipment with a total net book value of \$0.

Van Pool Vans and Support Vehicles:

One (1) Dodge, five (5) Ford - Van Pool Vans and one (1) Support Vehicle with a total net book value of \$0.

Revenue Vehicles and Components:

Twelve (12) revenue vehicles (buses, engines, transmissions,) with a total net book value of \$9,350.

Category Totals

Category	Acquisition Value	Net Book Value
Computer Equipment	\$307,099	-
Furniture and Fixtures	\$75,456	-
Other Vehicles	\$178,837	-
Revenue Vehicles	\$3,151,865	\$9,350
GRAND TOTAL	\$3,713,257	\$9,350

Obsolete and Excess Bus Parts:

Also, LYNX’ staff have identified several obsolete and excess bus parts for Phantom Gillig buses (501-517) with Cummins ISL engines and Voith transmissions. The total acquisition value of the obsolete items is \$54,489.

FISCAL IMPACT:

The total net book value of the surplus items is \$9,350. The net proceeds from this sale will be included in LYNX’ non-operating revenue or in amounts due to the Federal Transit Administration (FTA), whichever is applicable in FY2015.

Surplus Equipment

System No	Company Asset Number	Acquisition Date	Class	Description	Estimated Life	Acquisition Value	Net Book Value	Due to FTA
7067	3229	4/4/2002	CE	Catalyst 6506	5	\$56,505.44	\$0.00	\$0.00
7062	3238	2/21/2002	CE	Catalyst 4000	5	\$22,800.77	\$0.00	\$0.00
8142	3921	4/22/2004	CE	Server - PowerEdge 2650	5	\$4,078.80	\$0.00	\$0.00
8227	4038	9/10/2004	CE	Computer - Dell Optiplex GX280	5	\$906.41	\$0.00	\$0.00
8927	4717	2/23/2005	CE	Server-Dell PE 2850	5	\$2,253.60	\$0.00	\$0.00
9027	4756	11/30/2004	CE	Monitor - Viewsonic For Board Room	5	\$426.52	\$0.00	\$0.00
9028	4757	11/30/2004	CE	Monitor - Viewsonic For Board Room	5	\$426.52	\$0.00	\$0.00
9029	4758	11/30/2004	CE	Monitor - Viewsonic For Board Room	5	\$426.52	\$0.00	\$0.00
9030	4759	11/30/2004	CE	Monitor - Viewsonic For Board Room	5	\$426.52	\$0.00	\$0.00
9031	4760	11/30/2004	CE	Monitor - Viewsonic For Board Room	5	\$426.52	\$0.00	\$0.00
9032	4761	11/30/2004	CE	Monitor - Viewsonic For Board Room	5	\$426.52	\$0.00	\$0.00
9033	4762	11/30/2004	CE	Monitor - Viewsonic For Board Room	5	\$426.52	\$0.00	\$0.00
9034	4763	11/30/2004	CE	Monitor - Viewsonic For Board Room	5	\$426.52	\$0.00	\$0.00
9036	4765	11/30/2004	CE	Monitor - Viewsonic	5	\$426.52	\$0.00	\$0.00
9055	4784	11/30/2004	CE	Audio Deck 4 channel	5	\$8,203.29	\$0.00	\$0.00
9059	4788	11/30/2004	CE	Projector - Infocus 3500 ANSI Lumen	5	\$3,852.69	\$0.00	\$0.00
9574	5011	11/30/2004	CE	Monitor, Tatung NuTech Sec Sys	5	\$976.50	\$0.00	\$0.00
9571	5012	11/30/2004	CE	Monitor, Tatung Nutech Sec Sys	5	\$976.50	\$0.00	\$0.00
9510	5028	8/8/2005	CE	Server, Dell Poweredge 2850	5	\$2,838.00	\$0.00	\$0.00
9954	7004	3/31/2006	CE	Computer, OptiPlex GX620	5	\$1,601.04	\$0.00	\$0.00
10906	7059	6/30/2006	CE	Computer, Dell GX620	5	\$1,483.73	\$0.00	\$0.00
10934	7087	6/30/2006	CE	Computer, Dell GX620	5	\$1,483.73	\$0.00	\$0.00
10941	7298	6/30/2006	CE	Server, Dell (InLYNX)	5	\$5,747.00	\$0.00	\$0.00
10942	7299	6/30/2006	CE	Server, Dell (Great Plains)	5	\$5,747.00	\$0.00	\$0.00
10955	7310	7/31/2006	CE	Computer, Dell GX620	5	\$1,148.35	\$0.00	\$0.00
10957	7312	7/31/2006	CE	Computer, Dell GX620	5	\$1,148.35	\$0.00	\$0.00
10967	7322	7/31/2006	CE	Computer, Dell GX620	5	\$1,148.35	\$0.00	\$0.00
10977	7332	7/31/2006	CE	Computer, Dell GX620	5	\$1,148.35	\$0.00	\$0.00
10982	7337	7/31/2006	CE	Computer, Dell GX620	5	\$1,148.35	\$0.00	\$0.00
10983	7338	7/31/2006	CE	Computer, Dell GX620	5	\$1,148.35	\$0.00	\$0.00
11324	7593	2/28/2007	CE	COMPUTER, DELL OPTIPLEX GX620	5	\$1,336.00	\$0.00	\$0.00
11330	7599	2/28/2007	CE	COMPUTER, DELL OPTIPLEX GX620	5	\$1,336.00	\$0.00	\$0.00

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System No	Company Asset Number	Acquisition Date	Class	Description	Estimated Life	Acquisition Value	Net Book Value	Due to FTA
11335	7605	2/28/2007	CE	COMPUTER, DELL OPTIPLEX GX620	5	\$1,336.00	\$0.00	\$0.00
11337	7607	2/28/2007	CE	COMPUTER, DELL OPTIPLEX GX620	5	\$1,336.00	\$0.00	\$0.00
11338	7608	2/28/2007	CE	COMPUTER, DELL OPTIPLEX GX620	5	\$1,336.00	\$0.00	\$0.00
11340	7610	2/28/2007	CE	COMPUTER, DELL OPTIPLEX GX620	5	\$1,336.00	\$0.00	\$0.00
11350	7620	2/28/2007	CE	COMPUTER, DELL OPTIPLEX GX620	5	\$1,336.00	\$0.00	\$0.00
11351	7621	2/28/2007	CE	COMPUTER, DELL OPTIPLEX GX620	5	\$1,336.00	\$0.00	\$0.00
11355	7625	2/28/2007	CE	COMPUTER, DELL OPTIPLEX GX620	5	\$1,336.00	\$0.00	\$0.00
11363	7638	2/28/2007	CE	COMPUTER, DELL LATITUDE D820	5	\$2,458.23	\$0.00	\$0.00
11364	7639	2/28/2007	CE	COMPUTER, DELL LATITUDE D820	5	\$2,458.23	\$0.00	\$0.00
11365	7640	2/28/2007	CE	COMPUTER, DELL LATITUDE D820	5	\$2,458.23	\$0.00	\$0.00
11366	7641	2/28/2007	CE	COMPUTER, DELL LATITUDE D820	5	\$2,458.23	\$0.00	\$0.00
11305	7668	11/30/2006	CE	Server, Dell PE 2950	5	\$7,608.43	\$0.00	\$0.00
11406	7695	4/30/2007	CE	Computer, Dell 2950 PE Server	5	\$8,620.19	\$0.00	\$0.00
11421	7710	6/30/2007	CE	Core Switch, GBIC Modules	5	\$40,790.00	\$0.00	\$0.00
11572	7876	9/30/2007	CE	SERVER, DELL POWEREDGE 2950	5	\$8,686.60	\$0.00	\$0.00
11576	7880	9/30/2007	CE	SERVER, DELL POWEREDGE SC440	5	\$2,310.43	\$0.00	\$0.00
12317	8058	3/31/2008	CE	Dell Optiplex 755	5	\$1,275.94	\$0.00	\$0.00
12312	8063	3/31/2008	CE	Dell Optiplex 755	5	\$1,275.94	\$0.00	\$0.00
12309	8066	3/31/2008	CE	Dell Optiplex 755	5	\$1,275.94	\$0.00	\$0.00
12381	8068	3/31/2008	CE	Dell Xeon	5	\$10,906.29	\$0.00	\$0.00
12388	8424	5/31/2008	CE	Dell Flat Panel Monitor	5	\$601.14	\$0.00	\$0.00
12389	8425	5/31/2008	CE	Dell Flat Panel Monitor	5	\$601.14	\$0.00	\$0.00
12390	8426	5/31/2008	CE	Dell Flat Panel Monitor	5	\$601.14	\$0.00	\$0.00
12391	8427	5/31/2008	CE	Dell Flat Panel Monitor	5	\$601.14	\$0.00	\$0.00
12392	8428	5/31/2008	CE	Dell Flat Panel Monitor	5	\$601.14	\$0.00	\$0.00
12412	8476	6/30/2008	CE	DELL E248P,WIDE,24 FLAT PANEL 24.0 INCH VIEWABLE IMAGE	5	\$389.00	\$0.00	\$0.00
12413	8477	6/30/2008	CE	DELL E248FP,WIDE,24.0 INCH VIEWABLE IMAGE	5	\$389.00	\$0.00	\$0.00
12414	8478	6/30/2008	CE	DELL E248FP,WIDE,24 INCH PANEL 24.0 INCH VIWABLE IMAGE	5	\$389.00	\$0.00	\$0.00
12416	8480	6/30/2008	CE	DELL E248FP,WIDE,24 INCH FLAT PANEL 24.0 INCH VIEWABLE IMAGE	5	\$389.00	\$0.00	\$0.00
12417	8481	6/30/2008	CE	DELL E248FP,WIDE,24 INCH FLAT PANEL 24.0 INCH	5	\$389.00	\$0.00	\$0.00

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System No	Company Asset Number	Acquisition Date	Class	Description	Estimated Life	Acquisition Value	Net Book Value	Due to FTA
				VIEWABLE IMAGE				
12418	8482	6/30/2008	CE	DELL E248FP,WIDE,24 INCH FLAT PANEL 24.0 INCH VIEWABLE IMAGE	5	\$389.00	\$0.00	\$0.00
12419	8483	6/30/2008	CE	DELL E248FP,WIDE,24 INCH FLAT PANEL 24.0 INCH VIEWABLE IMAGE	5	\$389.00	\$0.00	\$0.00
12420	8484	6/30/2008	CE	DELL E248FP,WIDE,24 INCH FLAT PANEL 24.0 INCH VIEWABLE IMAGE	5	\$389.00	\$0.00	\$0.00
12421	8485	6/30/2008	CE	DELL E248FP WIDE 24 INCH FLAT PANEL 24.0 INCH VIEWABLE IMAGE	5	\$389.00	\$0.00	\$0.00
12301	8676	3/31/2008	CE	Dell Laptop D830	5	\$2,311.47	\$0.00	\$0.00
12303	8678	3/31/2008	CE	Dell Laptop D830	5	\$2,311.47	\$0.00	\$0.00
12304	8679	3/31/2008	CE	Dell Laptop D830	5	\$2,311.47	\$0.00	\$0.00
12326	8795	5/31/2008	CE	Dell WatchGuard X750	5	\$5,122.27	\$0.00	\$0.00
12395	8800	5/31/2008	CE	Dell 1950 Server	5	\$14,287.19	\$0.00	\$0.00
12400	8805	4/30/2008	CE	Apple G4 computer	5	\$5,603.66	\$0.00	\$0.00
12401	8806	4/30/2008	CE	Apple G4 Computer	5	\$5,040.66	\$0.00	\$0.00
12792	8975	9/30/2008	CE	NVIDIA FORCE VIDEO CARD	5	\$148.00	\$0.00	\$0.00
12886	9036	2/8/2009	CE	Dell OptiPlex 960	5	\$1,481.61	\$0.00	\$0.00
12909	9059	2/8/2009	CE	Dell OptiPlex 960	5	\$1,481.61	\$0.00	\$0.00
12912	9062	2/8/2009	CE	Dell OptiPlex 960	5	\$1,481.61	\$0.00	\$0.00
12933	9083	2/8/2009	CE	Dell Computer	5	\$2,809.09	\$0.00	\$0.00
12958	9098	3/24/2009	CE	Dell Server	5	\$6,442.44	\$0.00	\$0.00
13065	9219	7/13/2009	CE	Dell PowerEdge 2950	5	\$8,979.41	\$0.00	\$0.00
13066	9220	7/22/2009	CE	Label Printer	5	\$3,995.00	\$0.00	\$0.00
8996	4827/7686	5/12/2005	CE	Computer - Dell Latitude D800/D830	5	\$1,995.72	\$0.00	\$0.00
				Subtotal - CE		\$307,099.34		0.00
5000	1713	6/16/1999	FE	COMPUTER-LATITUDE CPIA300ST	5	\$2,392.00	\$0.00	\$0.00
7475	3872	9/26/2003	FE	Lift - Portable Electric Q Lift	5	\$2,575.00	\$0.00	\$0.00
8254	4061	9/30/2004	FE	Spectra Ethernet Time Svr	5	\$1,732.46	\$0.00	\$0.00
8257	4064	9/30/2004	FE	Spectra Timeview 230 Clock	5	\$1,036.30	\$0.00	\$0.00
8262	4067	9/30/2004	FE	Spectra Timeview 230 Clock	5	\$1,036.30	\$0.00	\$0.00
8406	4109	11/15/2004	FE	Currency Sorter-MPS Multi Pocket	5	\$31,968.51	\$0.00	\$0.00
8986	4817	5/2/2005	FE	SVR-Dell Power edge 2850	5	\$3,315.15	\$0.00	\$0.00
9521	4915	11/30/2004	FE	Pelco alarm Monitor Sys, Nutech Sec Sys	5	\$331.88	\$0.00	\$0.00
9181	4984	7/8/2005	FE	CLOCK, DIGITAL	5	\$2,094.51	\$0.00	\$0.00
9182	4985	7/8/2005	FE	CLOCK, DIGITAL	5	\$2,094.51	\$0.00	\$0.00
9183	4986	7/8/2005	FE	CLOCK, DIGITAL	5	\$2,094.50	\$0.00	\$0.00

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System No	Company Asset Number	Acquisition Date	Class	Description	Estimated Life	Acquisition Value	Net Book Value	Due to FTA
9184	4987	7/8/2005	FE	CLOCK, DIGITAL	5	\$2,094.50	\$0.00	\$0.00
9940	6990	3/31/2006	FE	Computer, Latitude D810	5	\$2,773.42	\$0.00	\$0.00
10944	7301	6/30/2006	FE	Refrigerant Handling Machine, Digital A/C	5	\$3,266.44	\$0.00	\$0.00
11425	7713	6/30/2007	FE	Server, Dell PE 2950 w/ UPS	5	\$6,269.39	\$0.00	\$0.00
11426	7714	6/30/2007	FE	Server, Dell PE 2950 w/ UPS	5	\$7,330.79	\$0.00	\$0.00
12415	8479	6/30/2008	FE	DELL E248FP,WIDE,24 INCH FLAT PANEL 24.0 INCH VIEWABLE IMAGE	5	\$389.00	\$0.00	\$0.00
12429	8810	6/30/2008	FE	COMPOSITE MONITOR FOR WELLNESS CENTER	5	\$1,811.66	\$0.00	\$0.00
12384	8813	5/31/2008	FE	Vizio 37 TV"	5	\$849.11	\$0.00	\$0.00
				Subtotal - FE		\$75,455.43		0.00
9907	113	1/31/2006	OV	Car, 2006 Ford Crown Victoria Sedan	5	\$20,984.00	\$0.00	\$0.00
5234	14510	12/22/1999	OV	2000 DODGE RAM MAXIVAN (9 PASSENGER)	4	\$23,568.85	\$0.00	\$0.00
8124	16000	1/26/2004	OV	Van - 2003 Econoline E-25 Ford Transport	3	\$26,553.00	\$0.00	\$0.00
8126	16002	1/26/2004	OV	Van - 2003 Econoline E-25 Ford Transport	3	\$26,553.00	\$0.00	\$0.00
8128	16004	1/26/2004	OV	Van - 2003 Econoline E-25 Ford Transport	3	\$26,553.00	\$0.00	\$0.00
10001	25575	5/31/2006	OV	Van, 2006 Ford E-350 12 Passenger	4	\$26,325.00	\$0.00	\$0.00
11547	27759	8/31/2007	OV	Ford XLT 12 Pass Van	4	\$28,300.00	\$0.00	\$0.00
				Subtotal - OV		\$178,836.85		\$0.00
8313	521	9/30/2004	RV	PHANTOM- C29D102N4 Gillig Bus	9	\$253,859.00	\$0.00	\$0.00
8319	522	9/30/2004	RV	PHANTOM- C29D102N4 Gillig Bus	9	\$253,859.00	\$0.00	\$0.00
8337	525	9/30/2004	RV	PHANTOM- C29D102N4 Gillig Bus	9	\$253,859.00	\$0.00	\$0.00
8592	528	9/30/2004	RV	PHANTOM- C29D102N4 Gillig Bus	9	\$253,859.00	\$0.00	\$0.00
8535	530	9/30/2004	RV	PHANTOM- C29D102N4 Gillig Bus	9	\$253,859.00	\$0.00	\$0.00
8536	531	9/30/2004	RV	PHANTOM- C29D102N4 Gillig Bus	9	\$253,859.00	\$0.00	\$0.00
8594	532	12/6/2004	RV	PHANTOM- C29D102N4 Gillig Bus	9	\$253,859.00	\$0.00	\$0.00
8537	533	9/30/2004	RV	PHANTOM- C29D102N4 Gillig Bus	9	\$253,859.00	\$0.00	\$0.00
8599	538	12/6/2004	RV	PHANTOM- C29D102N4 Gillig Bus	9	\$253,859.00	\$0.00	\$0.00
8606	546	12/6/2004	RV	PHANTOM- C29D102N4 Gillig Bus	9	\$253,859.00	\$0.00	\$0.00
8608	548	12/6/2004	RV	PHANTOM- C29D102N4 Gillig Bus	9	\$253,859.00	\$0.00	\$0.00
15294	134-698	11/1/2012	RV	1998 New Flyer Articulated Bus	3	\$22,440.00	\$9,350.00	\$0.00
8314	521A	9/30/2004	RV	Engine ISL 8.3L	5	\$17,284.00	\$0.00	\$0.00

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System No	Company Asset Number	Acquisition Date	Class	Description	Estimated Life	Acquisition Value	Net Book Value	Due to FTA
8315	521B	9/30/2004	RV	Transmission D864.3E	5	\$15,294.00	\$0.00	\$0.00
8320	522A	9/30/2004	RV	Engine ISL 8.3L	5	\$17,284.00	\$0.00	\$0.00
8321	522B	9/30/2004	RV	Transmission D864.3E	5	\$15,294.00	\$0.00	\$0.00
8338	525A	9/30/2004	RV	Engine ISL 8.3L	5	\$17,284.00	\$0.00	\$0.00
8339	525B	9/30/2004	RV	Transmission D864.3E	5	\$15,294.00	\$0.00	\$0.00
8611	528A	9/30/2004	RV	Engine ISL 8.3L	5	\$17,284.00	\$0.00	\$0.00
12103	528BB	9/30/2007	RV	Transmission	4	\$4,800.00	\$0.00	\$0.00
8539	530A	9/30/2004	RV	Engine ISL 8.3L	5	\$17,284.00	\$0.00	\$0.00
13093	530BB	7/2/2009	RV	VOITH D864-SSP TRANSMISSION	5	\$9,800.00	\$0.00	\$0.00
8540	531A	9/30/2004	RV	Engine ISL 8.3L	5	\$17,284.00	\$0.00	\$0.00
8544	531B	9/30/2004	RV	Transmission D864.3E	5	\$15,294.00	\$0.00	\$0.00
8629	532A	12/6/2004	RV	Engine ISL 8.3L	5	\$17,284.00	\$0.00	\$0.00
8648	532B	12/6/2004	RV	Transmission D864.3E	5	\$15,294.00	\$0.00	\$0.00
8541	533A	9/30/2004	RV	Engine ISL 8.3L	5	\$17,284.00	\$0.00	\$0.00
8545	533B	9/30/2004	RV	Transmission D864.3E	5	\$15,294.00	\$0.00	\$0.00
8623	538A	12/6/2004	RV	Engine ISL 8.3L	5	\$17,284.00	\$0.00	\$0.00
8643	538B	12/6/2004	RV	Transmission D864.3E	5	\$15,294.00	\$0.00	\$0.00
8616	546A	12/6/2004	RV	Engine ISL 8.3L	5	\$17,284.00	\$0.00	\$0.00
8636	546B	12/6/2004	RV	Transmission D864.3E	5	\$15,294.00	\$0.00	\$0.00
8614	548A	12/6/2004	RV	Engine ISL 8.3L	5	\$17,284.00	\$0.00	\$0.00
13082	548BB	12/20/2008	RV	VOITH D864-SSP TRANSMISSION	5	\$9,900.00	\$0.00	\$0.00
				Subtotal - RV		\$ 3,151,865.00		\$ 0.00
				Grand Total		\$3,713,256.62	\$9,350	\$0.00

Obsolete and Excess Bus Parts:

Part ID - Suffix	Part Description (Short)	QTY 0815	UNIT COST	EXT TOTAL
01.0044.65-0	SEAL - DRAIN PLUG VOITH	2	\$0.53	\$1.06
01.0044.74-0	WASHER - SEAL RING - VOITH TRANS	6	\$0.91	\$5.46
01.0459.72-0	BOLT - HEXAGON VOITH TRANS	2	\$1.16	\$2.32
01-47579-000-0	PIPE - TURBO	2	\$400.10	\$800.20
04-41672-000-0	VALVE - SOLENOID 2 WAY HI FLOW 12V - GILLIG 501-517	2	\$140.00	\$280.00
05-49534-000-0	VALVE - FAN CONTROL 501-517	2	\$414.19	\$828.38
102264-0	CHAMBER - FRT. TYPE 24 (BENDIX)	4	\$104.99	\$419.96
104-582-1	MOTOR - COND T/K BRUSHLESS - REB	1	\$265.00	\$265.00
104-583-1	MOTOR - EVAP T/K BRUSHLESS - REB	2	\$265.00	\$530.00
107-192-0	CLUTCH - KIT THERMO KING - "T/KING ONLY"	2	\$141.92	\$283.84

Part ID - Suffix	Part Description (Short)	QTY 0815	UNIT COST	EXT TOTAL
11-2886-0	VALVE - SCHRADER	20	\$1.27	\$25.32
13-48696F001-1	LAMPBAR ASSY - INDICATOR (REPAIRED)	3	\$400.00	\$1,200.00
162-3019-0	KIT - W/C RETURN SPRING (FRT & REAR)	2	\$95.00	\$190.00
16-46763N000-0	CONTROL - OCU TWIN VISION	1	\$823.92	\$823.92
16-46763N000-1	CONTROL - OCU TWIN VISIONS REB	1	\$400.00	\$400.00
20-123-0	KIT - THERMO KING OILFILT	2	\$203.80	\$407.60
21-37883-000-0	VALVE - SHUTOFF 24V 3/4	2	\$160.00	\$320.00
22-1100-0	SEAL - CRANKSHAFT T/KING	2	\$259.00	\$518.00
22-751-0	KIT - T.KING SHAFT SEAL	3	\$210.00	\$630.00
2881989-0	KIT - COOLANT SENSOR - ISL	1	\$60.73	\$60.73
30-124659-0	SAFETY-BELT - W/CHAIR	1	\$85.00	\$85.00
3029820-0	SEAL - O-RING - ISL	14	\$1.23	\$17.22
30503R-0	KIT - LAMP MTG - W/2" LAMP	3	\$2.45	\$7.35
33-1285-0	SEAL - CLUTCH T/K COMP.	4	\$14.85	\$59.40
33-1311-0	O-RING - TK SIGHTGLASS	11	\$1.03	\$11.30
33-2019-0	O-RING - CYL HEAD T/KING	52	\$0.24	\$12.48
33-2095-0	O-RING - DRAIN PLUG	10	\$0.37	\$3.70
33-2120-0	SEAL - OIL A/C COMPRESS	4	\$3.36	\$13.45
33-2513-0	GASKET - PLATE T/K	14	\$3.01	\$42.18
33-2541-0	GASKET - SUCTION VALVE AC	3	\$1.80	\$5.40
33-2552-0	GASKET - COMP CYL HEAD	6	\$1.00	\$5.97
33-2805-0	GASKET - MANIFOLD A/C	77	\$0.33	\$25.41
33-928-0	O-RING - T/K A/C COMP.	4	\$0.39	\$1.56
3818885-0	O-RING - FUEL/WATR SCREEN ISL	1	\$1.15	\$1.15
3867043-0	SEAL - O-RING INJECT. ISL	15	\$1.36	\$20.40
3904519-0	BRACE - FUEL LINE ISL	11	\$3.11	\$34.21
3905800-0	TUBE - TOP OIL DIPSTICK - ISL 501-517	1	\$18.99	\$18.99
3906659-0	SEAL - FUEL INJECTOR - ISL	17	\$1.96	\$33.32
3917892-0	GASKET - CONNECTION ISL	10	\$2.32	\$23.20
3930688-0	BRACE - INJECTOR TUBE ISL	6	\$19.25	\$115.50
3939284-0	GASKET - VALVE COVER ISL - GILLIG 501-517	3	\$48.21	\$144.63
3939847-0	DIPSTICK - ENG OIL ISL 501-517	1	\$57.89	\$57.89
3942748-0	LEVER - ROCKER INT - ISL GILLIG 501-517	6	\$35.92	\$215.52
3942749-0	LEVER - ROCKER -EXH - ISL GILLIG 501-517	18	\$34.84	\$627.12
3944110-0	SURGE - SUPPRESSOR ISL	2	\$79.18	\$158.36
3944269-0	FILTER - FUEL CUMMINS ISL	45	\$10.94	\$492.30
3944496-0	TUBE - COMPR WATER INLET - 501-517 ISL	0	\$46.87	\$0.00
3944686-0	TUBE - INJECTOR #1 FUEL SUPPLY	1	\$88.22	\$88.22
3944688-0	TUBE - INJECTOR #2 FUEL SUPPLY	1	\$86.17	\$86.17

Part ID - Suffix	Part Description (Short)	QTY 0815	UNIT COST	EXT TOTAL
3944690-0	TUBE - INJECTOR #3 FUEL SUPPLY	1	\$87.10	\$87.10
3944692-0	TUBE - INJECTOR #4 FUEL SUPPLY	1	\$86.47	\$86.47
3944694-0	TUBE - INJECTOR #5 FUEL SUPPLY	2	\$74.45	\$148.90
3944696-0	TUBE - INJECTOR #6 FUEL SUPPLY	2	\$87.23	\$174.45
3944698-0	BRACE - INJECTOR TUBE ISL	2	\$48.10	\$96.20
3944699-0	ISOLATOR - VIBRATION ISL	5	\$29.25	\$146.25
3948229-0	TUBE - FUEL DRAIN ISL	2	\$25.95	\$51.90
3964070-0	MANIFOLD - EXH. ISL 45DEG - ISL	1	\$217.31	\$217.31
3965704-0	HARNES - ETR CTL MDL WRG - ISL 501-517	3	\$354.58	\$1,063.74
4025130-0	KIT - FUEL PRESSURE SENSOR W/WASHER	3	\$168.34	\$505.02
4025307-0	TURBO - CUMMINS ISL - 501-517 (NEW ONLY)	1	\$1,385.15	\$1,385.15
4076443RX-1	PUMP - FUEL CUMMINS ISL 501-517 (REMAN)	1	\$3,489.96	\$3,489.96
4076930-0	SENSOR - PRESSURE - ISL - ** MUST USE W/HARNES 3164755 **	2	\$10.06	\$20.12
41-2268-0	SWITCH - PRESSURE T/K	1	\$121.90	\$121.90
417-9001-0	SCREW - SOCKET SET - W/C LIFT	1	\$2.99	\$2.99
41-8233-0	POTENTIOMETER - TEMP CTRL	4	\$58.33	\$233.30
434-1411-0	PIN - PIVOT - W/C LIFT	1	\$3.99	\$3.99
440-0027-0	RIVET - SST BLIND - LIFT-U RAMP	20	\$0.49	\$9.80
44-3940-0	DIODE - THERMO KING	22	\$8.46	\$186.16
44-4035-0	RECTIFIER - THERMO KING	1	\$42.95	\$42.95
44-7814-0	SWITCH - H PRESS T/K R22	11	\$12.05	\$132.55
44-8734-0	SWITCH - A/C LOW PRESSURE	4	\$92.52	\$370.06
45-1389-0	COIL - T/ KING CLUTCH 24V - "T/KING ONLY"	2	\$395.00	\$790.00
46-04D1010-0270-0	HOSE ASSY - DEAERATION FC186	4	\$63.80	\$255.20
46-12D3030-0670-0	HOSE ASSY - FUEL SYSTEM	0	\$111.55	\$0.00
4636-0	BULB - 12.8V 75W STOP	3	\$5.99	\$17.97
4918585-0	CONNECTOR - INTAKE BOOST SENSOR	3	\$9.95	\$29.85
4921597-0	SENSOR - ENG POSITION ISL	7	\$42.60	\$298.22
4935005-0	PUMP - FUEL TRANSFER	3	\$251.21	\$753.62
4938644-0	CONNECTOR - FEMALE W/ORING	1	\$8.36	\$8.36
4942870-0	HEAD - CORROSION RESISTOR - ISL 501-517	2	\$98.86	\$197.72
4942874-0	GASKET - CORROSION RESISTOR ISL	4	\$7.25	\$29.00
50-17807-001-0	LENS ASSY - AMBER STOP/TU	28	\$43.43	\$1,216.00
51-00072-000-0	SWITCH - STOPLIGHT SL-3	3	\$3.97	\$11.92
51-02186-013-0	BALLAST - INVERTER 24V	4	\$118.48	\$473.92
51-02194-002-0	RELAY - DPDT 12VDC	4	\$5.25	\$21.00
51-08176-002-0	LIGHT ASM - AISLE - CLEAR 12VDC	4	\$5.95	\$23.80
51-12723-003-0	RELAY - TIME DELAY 12VOLT	2	\$68.00	\$136.00

Part ID - Suffix	Part Description (Short)	QTY 0815	UNIT COST	EXT TOTAL
51130P-0	FILTER - DIESEL - D-BLDG PUMP OBT (DON WOOD ONLY)	14	\$23.36	\$327.04
51-13975-000-0	SOCKET - GAUGE	2	\$5.77	\$11.54
51-14027-000-0	GAUGE - FUEL	1	\$46.18	\$46.18
51-14120-000-0	GAUGE - VOLTMETER 16-36V * GILLIG ONLY *	4	\$33.69	\$134.77
51-14120-001-0	GAUGE - VOLTMETER 8V-18V ** GILLIG ONLY **	4	\$17.80	\$71.18
51-14135-003-0	ALARM - BUZZER 6 TERMINAL	5	\$104.36	\$521.78
51-20829-010-0	BREAKER - MANUAL RESET 10 AMP	2	\$5.93	\$11.86
51-20829-020-0	BREAKER - MANUAL RESET 20 AMP	3	\$6.00	\$18.00
51-22102-000-0	FLASHER - SOLID STATE	4	\$37.95	\$151.80
51-22906-001-0	HOLDER - RELAY 4 POLE	1	\$13.50	\$13.50
51-22968-026-0	SENDER - OIL PRESS VDO	4	\$24.08	\$96.31
51-24459-004-0	BREAKER - 10AMP CIRCUIT	9	\$1.95	\$17.55
51-24459-028-0	BLOCK - BRKR/RELAY CIRCUIT	3	\$8.82	\$26.46
51-27078-000-0	SWITCH - LOW COOL WARNING	3	\$26.18	\$78.55
51-48953-000-0	CHIME - PASSENGER W/C	3	\$96.00	\$288.00
53-02225-000-0	BEARING - DOOR	82	\$10.43	\$855.26
53-13895-001-0	NUT - OUTER L/H ROCKWELL	1,048	\$0.44	\$463.95
53-13895-002-0	NUT - OUTER R/H ROCKWELL	440	\$0.81	\$355.56
53-20274-000-0	VALVE - SOLENOID INTERLOC 12V	2	\$43.01	\$86.01
53-28906-006-1	COMPRESSOR - A/C T/K (REMAN)	1	\$1,949.98	\$1,949.98
53-35405-000N-0	SWITCH - INTERMIT WIPER	4	\$71.95	\$287.80
53-35406-000N-0	KNOB - INTERMITTANT - WIPER	4	\$6.33	\$25.30
53-35413-000N-0	VALVE - WIPER/WASH CTL LH	5	\$39.50	\$197.50
53-35745-000N-0	VALVE - WIPER CONTROL RH	2	\$16.90	\$33.80
54-13108-000-0	NUT - UPPER STEERING COLUMN	3	\$5.57	\$16.71
55-02404-127-0	HOSE - A/C DISC LINE	1	\$186.10	\$186.10
55080041-0	SAFETY-BELT - TIEDOWN REA	1	\$93.64	\$93.64
55080047-0	SAFETY-BELT - TIEDOWN FRT	5	\$198.29	\$991.45
55-08326-000-0	WINDSHIELD - L/H 96 IN.	4	\$162.08	\$648.32
55-08327-000-0	WINDSHIELD - RH 96 IN.	2	\$177.72	\$355.44
55-2070-0	GASKET - FLARE NUT T/KING	5	\$1.53	\$7.63
55-4415-0	NUT - CAPTIVE THERMO KING	6	\$2.42	\$14.52
56-13736-000-0	SEAL - TURN SIGNAL	13	\$0.97	\$12.61
66-2122-0	VALVE - EVAP PRES REG	2	\$249.95	\$499.90
66450005-0	LATCH - W/C SEAT 24 IN. L/H	6	\$156.35	\$938.12
66-4857-0	FILTER - DRIER A/C - "THERMO KING ONLY"	17	\$34.31	\$583.22
66-4917-0	FILTER - OIL EMI COMP T/K	11	\$66.45	\$730.95
66-5177-0	HOSE ASSY - T/K FILTER	7	\$37.02	\$259.13
70669-0	INSERT - BOWL CENTRIFUGE	16	\$0.28	\$4.44

Part ID - Suffix	Part Description (Short)	QTY 0815	UNIT COST	EXT TOTAL
70826-0	SEAL - CENTRIFUGE BOWL	12	\$1.28	\$15.36
748-0064-0	FLANGE ASM - W/C GEARMOTOR	1	\$121.00	\$121.00
750-0438-0	SAFETY WALK - LIFT-U RAMP (YEL)	1	\$9.81	\$9.81
76SE-0	FILTER ASSY - CENTRIFUGE SPINNER II 76SE	1	\$0.00	\$0.00
77-1457-0	HUB - CONDENSOR FAN	10	\$28.84	\$288.40
800154-0	VALVE - SAFETY ST4 - 250 PSI	5	\$10.49	\$52.44
82-00111-000-0	VALVE - WIPER/WASH CTL L/H - W/OUT KNOB	4	\$42.56	\$170.24
82-02379-000-0	TIE-ROD - END R/H - GILLIG 501-517	7	\$13.76	\$96.30
82-02380-000-0	TIE-ROD - END L/H- GILLIG 501-517	8	\$14.76	\$118.08
82-03458-000-0	NUT - ARM	4	\$4.60	\$18.40
82-03721-001-0	CAMSHAFT - S L/H REAR	4	\$60.49	\$241.95
82-03721-002-0	CAMSHAFT - S R/H REAR	2	\$52.66	\$105.32
82-08199-000-0	STUD - REAR L/H ROCKWELL	160	\$6.36	\$1,017.60
82-08199-001-0	STUD - REAR R/H ROCKWELL	270	\$7.20	\$1,944.00
82-11051-000-0	TIE ROD ASSEMBLY - W/ ENDS - GILLIG 501-517	7	\$278.78	\$1,951.46
82-11452-000-0	HOSE - MOLDED HEATER	11	\$14.05	\$154.58
82-16420-0	MOTOR - WIPER RIGHT HAND (HP200)	2	\$81.26	\$162.52
82-16421-0	MOTOR - WIPER L/H (NEW)	4	\$70.00	\$280.00
82-20300-000-3	COOLER - TRANS VOITH - D864.3 (501-517) - WARR	1	\$0.00	\$0.00
82-25938-000-3	CAPACITOR - 50VR REG.	113	\$0.00	\$0.00
82-27108-000-0	SWITCH - PNEUMATIC LUMBAR	10	\$8.62	\$86.17
82-33088-000-0	STRAINER ASSY, VOITH TRANS 501-517	5	\$53.58	\$267.90
82-49739-000-0	KIT - GROUND TERMINAL SERVICE ASM	2	\$12.93	\$25.86
82-49742-000-0	WIRE - GROUND - STEERING COLUMN	10	\$3.07	\$30.70
82-70263-000-0	HANDLE ASM - LARGE RELEASE W/CABLE - Q'STRAIT	1	\$120.00	\$120.00
90.4399.11-0	FILTER - TRANS VOITH - D864.3	3	\$55.80	\$167.40
9005-0	BULB - HEADLIGHT - HALOGEN	15	\$2.01	\$30.18
906-0232-001-3	UNIT - OPER CTRL TWN/VIS 381-517 (WAR)	1	\$0.00	\$0.00
941-5156-000-0	CABLE - RS232 TWIN VISION/DR500	2	\$85.00	\$170.00
9902-500122-000-0	ABSORBER - SHOCK SEAT	10	\$82.00	\$820.00
B15-4488-0	CYLINDER - W/C RAMP	1	\$463.00	\$463.00
B373-0069-0	EDGE - SENSITIVE 32 1/2 IN.	3	\$58.22	\$174.65
DIWA-D864.3-1	TRANS ASM - VOITH D864.3 - GILLIG 501-517 (OEM REB)	1	\$8,990.00	\$8,990.00
F20T12CW-0	BULB - FRONT DEST SIGN	16	\$1.52	\$24.29
H01.000524-0	SCREW - SOCKET HEAD - M10 X 25	18	\$1.50	\$27.00
H01068687-0	BOLT - HEX M10 X 45 - VOITH	1	\$0.47	\$0.47
H50835010-0	PLUG - OIL DRAIN - VOITH	3	\$9.46	\$28.38
H68006814-0	CABLE - #1 ECU VOITH - LENGTH 13.4M	1	\$1,284.00	\$1,284.00

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Part ID - Suffix	Part Description (Short)	QTY 0815	UNIT COST	EXT TOTAL
K-SA-4-0	PAPER - IND. SIGHT GLASS	24	\$3.80	\$91.19
M59/M400/U/BT28-0	BULB - METAL ARC 400W	12	\$16.70	\$200.40
MH400-U-0	BULB - SHOP METAL HALIDE	7	\$12.85	\$89.95
			TOTAL	\$54,488.91

Consent Agenda Item #6.D. iv

To: LYNX Board of Directors

From: **Andrea Ostrodka**
INTERIM DIR OF PLAN & DEVELOP
Belinda Balleras
(Technical Contact)
Timothy May
(Technical Contact)
Myles O'KEEFE
(Technical Contact)

Phone: 407.841.2279 ext: 6019

Item Name: Miscellaneous
Authorization to Submit Fiscal Year 2014/2015 Application to the Florida Commission for the Transportation Disadvantaged for the Shirley Conroy Rural Area Capital Assistance Program Grant

Date: 9/25/2014

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to submit a grant application to the Florida Commission for the Transportation Disadvantaged for the Shirley Conroy Rural Area Capital Assistance Program grant. The grant request is in the amount of approximately \$300,000 for the purchase of three (3) NeighborLink vehicles.

BACKGROUND:

On September 3, 2014, the Florida Commission for the Transportation Disadvantaged (CTD) released a Notice of Funding Availability under the Shirley Conroy Rural Area Capital Assistance Program (RCAP) grant for \$1.4 million total funding available to all CTD approved Community Transportation Coordinators (CTCs).

CTD program requirements and considerations are as follows:

- Funding for rural service areas
- Funding for capital equipment
- TD rural grant will be funded at 90% state funding and 10% local (non-state and non-federal) match
- Priority for projects that enhance the current local system the most
- Priority for projects that request vehicles for replacement and service expansion

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- No opportunity to extend funding; project must be complete and fully expended by June 30, 2015

Applications are due to CTD October 3, 2014, with grant award anticipated by October/November 2014, and contracts to be executed in December 2014. The authorizing Resolution No. 14-006 is attached.

FISCAL IMPACT:

LYNX staff included federal funding in the amount of \$1,093,248 in the FY2015 Proposed Capital Budget for the purchase of NeighborLink vehicles. LYNX staff will request authorization to amend the FY2015 Capital Budget to change the source from Federal to State based upon any grant award from the Shirley Conroy Rural Area Capital Assistance Program to support the purchase of three (3) NeighborLink vehicles.

CFRTA RESOLUTION No. 14-006

**A RESOLUTION OF THE CENTRAL FLORIDA
REGIONAL TRANSPORTATION AUTHORITY,
AUTHORIZING THE FILING OF A 2014/2015 SHIRLEY CONROY
RURAL AREA CAPITAL ASSISTANCE PROGRAM GRANT
APPLICATION WITH THE FLORIDA COMMISSION FOR
THE TRANSPORTATION DISADVANTAGED**

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

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

NOW THEREFORE, BE IT RESOLVED THAT:

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

**CERTIFICATION OF THE ADOPTION OF THE PROPOSED RESOLUTION 14-006
APPROVING THE FILING OF THE SHIRLEY CONROY RURAL AREA CAPITAL
ASSISTANCE PROGRAM GRANT APPLICATION WITH THE FLORIDA
COMMISSION FOR THE TRANSPORTATION DISADVANTAGED**

APPROVED AND ADOPTED this 25th day of September, 2014, by the Governing Board of
Directors of the Central Florida Regional Transportation Authority.

CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY

By: Governing Board

Buddy Dyer, Chairman, Mayor City of Orlando

ATTEST:

Assistant Secretary

Consent Agenda Item #6.D. v

To: LYNX Board of Directors

From: Andrea Ostrodka
INTERIM DIR OF PLAN & DEVELOP
Belinda Balleras
(Technical Contact)

Phone: 407.841.2279 ext: 6019

Item Name: Miscellaneous
Authorization to Execute Metroplan Orlando's FY2014/2015 Unified
Planning Work Program (UPWP) Pass-Thru Funding Agreement

Date: 9/25/2014

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to execute a pass-thru funding agreement with METROPLAN ORLANDO for planning funds in the amount of \$287,162 to conduct transit planning tasks as set forth in the FY2014/2015 Unified Planning Work Program (UPWP).

BACKGROUND:

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

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

LYNX staff has coordinated with METROPLAN ORLANDO to define certain transit planning tasks and their funding levels which have been incorporated into the 2014/2015 fiscal year UPWP. The UPWP has been adopted by the METROPLAN ORLANDO Board and is the

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

The 2014/2015 fiscal year LYNX planning activities included in METROPLAN ORLANDO's Metropolitan Planning Program and State grants are as follows:

- Transit System Monitoring
- Safety & Security Planning
- Management & Operations
- Smart Growth Planning
- Transportation Disadvantaged Services Planning

Attached to this Consent Agenda Item is a copy of the FY2014/2015 agreement with METROPLAN ORLANDO for transit planning activities. The proposed agreement continues as recurring agreement with terms based on the annual funding allocations included in the regionally adopted Unified Planning Work Program.

FISCAL IMPACT:

LYNX staff included planning projects eligible for FTA's 5303 and State Transportation Disadvantaged (TD) funding in the FY2015 Proposed Operating Budget totaling \$494,552. The balance of eligible planning projects not funded through the UPWP grant funds will be covered with FTA 5307 grant funding in the amount of \$207,390.

The funding agreement includes FY2014 carry-forward funds as of the State fiscal year ending June 30, 2014 in the amount of \$125,890.

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

WITNESSETH:

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

1. That the CONTRACTOR hereby covenants and agrees to render professional services in carrying out and completing certain elements of the FY 2014/2015 Orlando Urban Area Unified Planning Work Program as outlined in the Scope of the Project and Budget which are attached to and made a part of this contract as Exhibit A, provided, however, that the total amount of the reimbursable costs to the CONTRACTOR shall not exceed Four Hundred Thirteen Thousand Fifty-Two Dollars and Forty-Eight Cents (\$413,052.48). Of this amount, Two Hundred Fifty Thousand Dollars (\$250,000.00) shall be provided from the FTA FL-80-X24 grant for FY 2014/2015.
2. One Hundred Twenty-Five Thousand Eight Hundred Ninety Dollars and Forty-Eight Cents (\$125,890.48) shall be provided as carryforward funds from the FTA FL-80-X23 grant for FY 2013/2014 as of June 30, 2014.
3. Thirty-Seven Thousand One Hundred Sixty-Two Dollars (\$37,162.00) shall be provided from the Florida Commission for the Transportation Disadvantaged FY 2014/2015 planning grant.
4. That the CONTRACTOR hereby covenants and agrees as follows:

A. Audit and Inspection

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

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

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

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

B. Supplemental Agreements

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

C. Restrictions, Prohibitions, Controls, and Labor Provisions

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

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

(5) Disadvantaged Business Enterprises. Participation by Disadvantaged Business Enterprises: The CONTRACTOR shall agree to abide by the statements in Paragraph (1) and (2) which follow. These statements shall be included in all subsequent agreements between the CONTRACTOR and any sub-consultant or contractor.

- a. Policy: It is the policy of METROPLAN ORLANDO that disadvantaged businesses, as defined by *49 Code of Federal Regulations*, shall have an opportunity to participate in the performance of METROPLAN ORLANDO contracts in a non-discriminatory environment. The objectives of the Disadvantaged Business Enterprise program are to ensure non-discrimination in the award and administration of contracts, ensure firms fully meet eligibility standards, help remove barriers to participation, create a level playing field, assist in development of a firm so it can compete successfully outside of the program, provide flexibility, and ensure narrow tailoring of the program.
- b. METROPLAN ORLANDO, its contractors, suppliers, and consultants shall take all necessary and reasonable steps to ensure that disadvantaged businesses have an opportunity to compete for and perform the contract work of METROPLAN ORLANDO in a non-discriminatory environment.

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

It is understood and agreed that if the CONTRACTOR at any time learns that the certification it provided to METROPLAN ORLANDO in compliance with 49 CFR, was erroneous when submitted or has become erroneous by reason of changed circumstances, the CONTRACTOR shall provide immediate written notice to the Executive Director of METROPLAN ORLANDO. It is further agreed that the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" as set forth in 49 CFR, shall be included

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

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

D. Interest of Members of Congress.

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

E. Interest of CONTRACTOR.

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

F. Prohibited Interests.

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

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

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

G. Assignability.

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

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

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

7. Accounting Records.

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

8. Requisitions and Payments.

A. Preliminary Action by the CONTRACTOR.

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

B. Prompt Payment

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

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

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

9. Termination or Suspension

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

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

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

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

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

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

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

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

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

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

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

12. Ownership of Documents. While this Contract and any subsequent amendments are in force, all original documents and calculations produced by the CONTRACTOR in performing the services herein set forth shall remain the property of METROPLAN ORLANDO.
13. Effective Date. This contract establishes the effective date of October 1, 2014, for the FTA funded work task items, and July 1, 2014, for the TD funded work task item, and recognizes the effective date of October 21, 2013, for the reapportionment of the Orlando Urban Area Metropolitan Planning Organization as a legal entity under Florida Statutes 339.175 in accordance with Federal Guidelines. No funds, however, shall be expended until a Notice to Proceed is issued by METROPLAN ORLANDO.
14. Term and Termination. The provisions of this Agreement for the FTA funds shall terminate at midnight, September 30, 2015, unless a grant extension is approved by the FTA or FDOT. For the TD funds, this Agreement shall terminate at midnight, June 30, 2015. Either party may terminate this Agreement by providing thirty (30) days written notice to the other party.

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

Witness

MetroPlan Orlando

By: _____
Harold W. Barley, Executive Director

Date: _____

Witness

Central Florida Regional
Transportation Authority

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

Date: _____

Exhibit A - Project Scope & Budget

Central Florida Regional Transportation Authority Participation
 FY 2014/2015 Orlando Urban Area Unified Planning Work Program
 FTA & TD Funded Tasks (FY 2014/2015)

Element	Element Description	Estimated Work/Cash Reimbursement			
		FTA X023*	FTA X024	TD	Total
210	Transit System Monitoring	\$ 13,831.95	\$ 30,000.00		\$ 43,831.95
810	Transit Planning	\$ 15,000.00	\$ 100,000.00		\$ 115,000.00
820	Management & Operations	\$ 86,060.19	\$ 30,000.00		\$ 116,060.19
840	Smart Growth Planning	\$ 5,100.00	\$ 20,000.00		\$ 25,100.00
850	Transportation Disadvantaged Planning	\$ 5,898.34	\$ 70,000.00	\$ 37,162.00	\$ 113,060.34
TOTALS:		\$ 125,890.48	\$ 250,000.00	\$ 37,162.00	\$ 413,052.48

*FTA X023 balances are as of June 30, 2014. Any expenditures subsequent to this date shall be considered part of this amount.

Old Element	New Element	For reference, the box to the left shows the comparison of old UPWP elements to new elements.
3.4	210	
4.1.3	840	
4.2.3	820	
4.4.1	810	
4.4.3	820	
4.4.4	210	
4.4.5	820	
4.5.1	850	
4.5.2	850	

MetroPlan Orlando/Central Florida Regional Transportation Authority
Fiscal Year 2014/2015 Unified Planning Work Program
Pass-thru Funding Agreement

Exhibit B
Form Letter

July 1, 2014
Third Party Subcontractor
Address
City, State, Zip

Dear Subcontractor:

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

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

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

If you feel that the Designated Official Planning Agency is not fulfilling the obligations as outlined in the above paragraph, you can seek assistance through the Commission for the Transportation Disadvantaged Ombudsman Program Helpline at 1-800-983-2435 (TTY 1-800-648-6084). In addition, a Vendor Ombudsman has been established within the Department of Financial Services to advocate for vendors who may be experiencing problems in obtaining timely payment(s). The Vendor Ombudsman at the Department of Financial Services may be contacted at (850) 413-5516 or toll free (877) 693-5236 for assistance.

Sincerely,

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

Cc: Steve Holmes, Executive Director
Florida Commission for the Transportation Disadvantaged

EXHIBIT C

STATE AGENCY: Florida Commission for the Transportation Disadvantaged

CSFA #: 55.002

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

AMOUNT: \$37,162

COMPLIANCE REQUIREMENTS:

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

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

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

Cash Management: N/A

Eligibility:

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

Beneficiary eligibility:

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

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

Matching: There is no matching requirement under this grant.

EXHIBIT D

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

FEDERAL AGENCY: Federal Transit Administration, Department of Transportation

AUTHORIZATION: 49 U.S.C. 5303

CFDA #: 20.505 Federal Transit Metropolitan Planning Grants

COMPLIANCE REQUIREMENTS:

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

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

Allowable Cost: \$125,890.48 from FTA FL-80-X23, \$250,000.00 from FTA FL-80-X24 and Exhibit "A" attached hereto.

Cash Management: N/A

Eligibility:

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

Beneficiary eligibility:

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

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

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

Consent Agenda Item #6.D. vi

To: LYNX Board of Directors

From: Baunie McConnell
DIRECTOR OF RISK MGMT & SAFETY
Allyson JONES-PHILLIP
(Technical Contact)

Phone: 407.841.2279 ext: 6127

Item Name: Miscellaneous
Authorization to Execute Renewal of Casualty Insurance Programs for FY
2014/2015

Date: 9/25/2014

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to negotiate with the assistance of Arthur J. Gallagher Broker and bind coverage and premium on behalf of LYNX for the upcoming one year renewals October 1, 2014 to October 1, 2015 of the Public Liability, Commercial Fleet Coverage, Fiduciary Liability and Public Officials & Employment Practices Liability Insurance programs.

BACKGROUND:

LYNX is self-insured for bodily injury liability and vehicle collision damage resulting from operation of its fleet of revenue vehicles and support vehicles pursuant to Florida State Statute (F.S.S.) 627.733(3)(b) incorporating 768.28(15). Supplementing this retention of risk is coverage for damage to its vehicles under an auto physical damage policy. As a public entity, LYNX is not subject to the Financial Responsibility laws pursuant to Chapter 324 F.S.S., the Personal Injury Protection (PIP)/No-Fault Laws per Section 627.736 F.S.S., nor is LYNX required to provide medical payments or uninsured motorist coverage. LYNX' liability is limited by Section 768.28, F.S.S. to \$200,000 per person, \$300,000 per incident.

LYNX protects other areas of significant loss exposure through a commercial insurance program with the brokerage services of Arthur J. Gallagher Broker. The program is partially insured, with modest deductibles. The risks of Fiduciary, Premises Liability and Public Officials/Employment Practices Liability programs are fully insured through Preferred Governmental Insurance Trust (PGIT).

	FY2014 Premium	FY2015 Estimated Premium	Increase/ (Decrease)	Term Expiration
General Liability	\$ 25,261	\$ 26,019	3%	10-01-14
Crime/Employee Dishonesty	\$1,175	\$1,175	0%	10-01-14
Automobile Physical Damage Coverage & Garage Keepers	\$121,888	\$109,451	(10.2%)	10-01-14
Automobile Liability Coverage (Road Rangers, Wages)	\$48,196	\$47,836	(0.75%)	10-01-14
Public Officials and Employment Practices	\$51,354	\$76,386	48.74%	10-01-14
Fiduciary	\$5,238	\$5,238	0%	10-01-14
21 Leased Bus Liability Policy	\$67,900	\$ -	(100%)	08-01-14
Total Premium Cost	\$ 321,012	\$ 266,105	(17.1%)	

Overall Program: Initially (PGIT) was seeking an overall increase of 10% due to a significant increase in premium for the Public Officers Liability (POL) and Employment Practices Liability (EPLI) lines of insurance. The Broker was able to negotiate the increase to 4% for the POL & EPLI and with the non-renewal of the 21 Leased Bus Program there is a savings of 17.1% overall.

The reason for the 48.74% increase is due to PGIT's reinsurance costs for Public Officials and Employment Practices Liability. The Underwriter expressed that PGIT's reinsurance costs have increased significantly for this line of coverage, which is why their members experienced rate increase for this line of insurance. Other lines of insurance were either flat or slightly reduced from FY2014.

The 21 Leased Buses were assimilated into the fleet and the insurance purchased due to contractual obligations was not renewed. The buses have been accepted as part of the LYNX fleet program.

Brit Insurance Company, global insurance company with Lloyds of London, had expressed an interest in writing the Commercial package and their initial quote was less than PGIT's. But after reviewing LYNX' final claims report, they were uncomfortable with the loss activity and believed they would be unable to approve LYNX for a self-administered program.

FISCAL IMPACT:

LYNX staff included \$554,000 in the FY2015 Proposed Operating Budget for binding insurance coverage. The estimated FY2014 expense for insurance coverage is \$470,690. This budget and estimated expense includes additional policies for Environmental Liability, Property Protection, and Leased Buses. These additional policies have an estimated cost of \$250,562.

Consent Agenda Item #6.D. vii

To: LYNX Board of Directors

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

Phone: 407.841.2279 ext: 6023

Item Name: Miscellaneous
Authorization to Award a Task Order to AECOM under Contract #12-C25
for the Engineering and Design of the LYNX Orlando Trail Project

Date: 9/25/2014

ACTION REQUESTED:

Pursuant to Administrative Rule 4, staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to enter into a task order in the amount of \$271,182 with AECOM under contract #12-C25 for engineering and design services for the LYNX Orlando Trail Project.

BACKGROUND:

In the fall of 2010, the Federal Transit Administration awarded to LYNX a \$1.5 million Livability Grant for the construction of the LYNX Orlando Trail (LOT). The LOT Project is a segment of the larger Orlando Urban Trail, included as part of the regional vision for Orlando Transportation Enhancements. This segment of the project will support the first and last mile needs of commuters and residents served by LYNX Central Station and also meet the transportation needs identified in the City of Orlando's 2006 Downtown Transportation Plan.

As a result of changing circumstances in the area in and around the planned Trail, the project concept has evolved since first awarded. The section of the trail from South Street to Washington Street was completed as part of the opening of the Amway Center prior to grant award. The revised scope now includes the design and construction of the LOT from Washington Street to Livingston Street and design and construction from Amelia Street to Concord Street. The developer of Crescent Central Station (RIDA property) has also entered into an agreement with LYNX to construct that portion of the trail from Livingston to Amelia (the former executive parking lot for LYNX). The City also has plans to construct a trail overpass from Concord Street to just north of SR 50/Colonial Drive. Those portions of the trail will begin construction by the summer of 2015.

The proposed engineering, design, and survey cost is \$271,182.

PROPOSED NEW EXPANSION:

The LYNX Orlando Trail project will expand the pedestrian and bicycle accessibility to LYNX Central Station from the core of downtown to Colonial Drive. This project is part of the City's larger Orlando Urban Trail which stretches from the Cady Way Trail in the north to the Shingle Creek Trail to the south. This expansion feeds into ancillary roads that provide greater pedestrian access to the LYNX system overall – LYMMO, fixed route and express service. The City is also completing the section from Concord Street north to just north of Colonial Drive with an above grade crossing.

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

LYNX has established a **10%** participation goal on this project. LYNX' procurement policy in order to be responsible/responsive, requires contractors to use a good faith effort to subcontract portions of their work for material, supplies and services to Disadvantaged Business Enterprise (DBE) and Small Business.

FISCAL IMPACT:

LYNX staff included \$1,539,092 in the FY2015 Proposed Capital Budget for the LYNX Orlando Trail Project.

Action Agenda Item #7.A

To: LYNX Board of Directors

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

Phone: 407.841.2279 ext: 6100

Item Name: Authorization to Amend LYNX' FY2014 Operating and Capital Budgets

Date: 9/25/2014

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to amend the FY2014 Operating and Capital Budgets to correspond with previous Board item approvals and other various changes necessary to fund and operate LYNX services.

BACKGROUND:

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

LYNX Board Agenda

	FY2014 Amended Budget March 2014	Reclassifications / Transfers	Xpress Bus Service	Goldsboro Service	Lake County Service	FY2014 Amended Budget Total September 2014
Revenue						
Fund Balance	\$ 234,669	\$ 53,000	\$ 128,487	\$ -	\$ -	\$ 416,156
LYNX-Generated Revenue	42,815,407	-	-	-	-	42,815,407
Federal Revenue	20,070,293	870,675	-	-	-	20,940,968
State Revenue	11,510,852	-	-	-	-	11,510,852
Local Revenue	53,305,198	-	-	-	5,566	53,310,764
Total Revenue	\$ 127,936,419	\$ 923,675	\$ 128,487	\$ -	\$ 5,566	\$ 128,994,147
Expense						
Salaries/Wages/Fringes	\$ 66,291,087	\$ -	\$ -	\$ -	\$ -	\$ 66,291,087
Other Services	10,905,844	923,675	-	-	-	11,829,519
Fuel	16,914,138	-	(67,013)	-	-	16,847,125
Materials & Supplies	7,436,393	-	-	-	-	7,436,393
Utilities	1,401,578	-	-	-	-	1,401,578
Casualty & Liability	1,397,267	-	-	-	-	1,397,267
Taxes & Tags	432,141	-	-	-	-	432,141
Purchased Transportation	20,902,452	-	195,500	86,912	5,566	21,190,430
Miscellaneous	874,399	-	-	-	-	874,399
Interest & Leases	181,120	-	-	-	-	181,120
Reserves (Contingency)	1,200,000	-	-	(86,912)	-	1,113,088
Total Operating Expenses	\$ 127,936,419	\$ 923,675	\$ 128,487	\$ -	\$ 5,566	\$ 128,994,147

Reclassification/Transfers – At the May 22, 2014 Board Meeting the Board approved the increase to the Kittleson Contract for the State Road 50/UCF Connector Alternative Analysis Study to include additional public involvement, as well as, ridership estimation modeling consistent with Moving Ahead for Progress in the 21st Century Act (MAP-21 requirements). Additionally, this amendment includes transfers resulting from savings to support additional legal expenses and the South Street remediation effort. In accordance with Governmental Accounting Standards Board (GASB) Statement Number 49 - Accounting and Financial Reporting for Pollution Remediation Obligations, the South Street remediation in the amount of \$505,554 must be accrued in FY2014.

Goldsboro – Seminole County modified Link 34 with the April 2014 service changes. To mitigate the impact to the Goldsboro community, in accordance with LYNX' Title VI Program and the recommendations of the Comprehensive Operations Analysis, NeighborLink 651 was implemented to provide public transportation service to this community in Seminole County and connect with other routes traveling within the County. This amendment will cover service through September 30, 2014.

Xpress Bus Service – At the September 27, 2012 Board Meeting the Board authorized LYNX staff to enter into a contract with Mears Destination Services, Inc. for express bus services. The Board approval also provided for a one-time use of LYNX' reserves to support a pilot for one year of enhanced express bus service for one route. LYNX contracted with Mears to provide Xpress Bus Service for the SunRail feeder route Link 208. The cost of the express service is funded by FDOT and LYNX reserves.

Lake County – Lake County service was modified per the County's request and the additional service costs and revenue for the service provided from August through September 2014 is included in this amendment.

The following table summarizes the adjustments mentioned above and formally amends the FY2014 Amended Operating Budget from \$127,936,419 to \$128,994,147 as follows:

FY2014 Amended Operating Budget

Operating Revenues	FY2014 Amended Budget	Revisions	FY2014 Amended Budget Total
Fund Balance	\$ 234,669	\$ 181,487	\$ 416,156
LYNX-Generated Revenue	42,815,407	-	42,815,407
Federal Revenue	20,070,293	870,675	20,940,968
State Revenue	11,510,852	-	11,510,852
Local Revenue	53,305,198	5,566	53,310,764
Total Operating Revenue	\$ 127,936,419	\$ 1,057,728	\$ 128,994,147

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

Operating Expenses	FY2014 Amended Budget	Revisions	FY2014 Amended Budget Total
Salaries/Wages/Fringes	\$ 66,291,087	\$ -	\$ 66,291,087
Other Services	10,905,844	923,675	11,829,519
Fuel	16,914,138	(67,013)	16,847,125
Materials & Supplies	7,436,393	-	7,436,393
Utilities	1,401,578	-	1,401,578
Casualty & Liability	1,397,267	-	1,397,267
Taxes & Tags	432,141	-	432,141
Purchased Transportation	20,902,452	287,978	21,190,430
Miscellaneous	874,399	-	874,399
Interest & Leases	181,120	-	181,120
Reserves (Contingency)	1,200,000	(86,912)	1,113,088
Total Operating Expense	\$ 127,936,419	\$ 1,057,728	\$ 128,994,147

The following table reflects adjustments related to increasing the FY2014 Amended Capital Budget from \$99,484,058 to 99,984,058 as follows:

FY2014 Amended Capital Budget

Capital Contributions	FY2014 Amended Capital Budget		Revisions	FY2014 Amended Capital Budget	
Federal Contributions	\$	82,456,580	\$	-	\$ 82,456,580
State Contributions		4,440,423		-	4,440,423
Local Contributions		11,034,148		500,000	11,534,148
Reserves		1,552,907		-	1,552,907
Total	\$	99,484,058	\$	500,000	\$ 99,984,058

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

Capital Expenditures	FY2014 Amended Capital Budget		Pine Hills Superstop & Amenities	FY2014 Amended Capital Budget	
Revenue Vehicles	\$	49,826,108	\$	-	\$ 49,826,108
BRT		21,039,643		-	21,039,643
Facilities		4,546,393		-	4,546,393
Passenger Amenities / Enhancements		8,359,547		500,000	8,859,547
Technology		9,385,412		-	9,385,412
Security		1,070,248		-	1,070,248
Support Equipment		2,472,608		-	2,472,608
ARRA		2,784,099		-	2,784,099
Total	\$	99,484,058	\$	500,000	\$ 99,984,058

Orange County Capital Contribution for the Pine Hills Superstop – Orange County in their funding agreement with LYNX provided \$250,000 in funding related to construction of the Pine Hills Superstop and an additional \$250,000 for other capital expenditures as approved by the County. The total of \$500,000 is being included in the FY2014 budget through this amendment.

FISCAL IMPACT:

The FY2014 Amended Operating Budget will increase from \$127,936,419 to \$128,994,147. The FY2014 Amended Capital Budget will increase from \$99,484,058 to \$99,984,058 as indicated.

FY2014 Amended Operating & Capital Budgets

Presented to the
LYNX Board of Directors

by Blanche W. Sherman, CPA

Director of Finance

September 25, 2014

FY2014 Operating Budget Overview

	FY2014 Amended	FY2014 Amended	% Change
Operating Revenue	\$ 127,936,419	\$ 128,994,147	0.8%
Operating Expenses	127,936,419	128,994,147	0.8%
Operating Income/(Deficit)	\$ -	\$ -	0.0%

FY2014 Operating Revenue

	FY2014	FY2014	
	Amended	Amended	% Change
Fund Balance	\$ 234,669	\$ 416,156	77.3%
Customer Fares	29,429,794	29,429,794	0.0%
Contract Services	11,163,514	11,163,514	0.0%
Advertising on Buses	1,730,000	1,730,000	0.0%
Advertising - Trade	-	-	0.0%
Interest & Other Income	492,099	492,099	0.0%
Federal	20,070,293	20,940,968	4.3%
State	11,510,852	11,510,852	0.0%
Local	53,305,198	53,310,764	0.0%
Total Operating Revenue	\$ 127,936,419	\$ 128,994,147	0.8%

FY2014 Operating Expenses

	FY2014 <u>Amended</u>	FY2014 <u>Amended</u>	<u>% Change</u>
Salaries/Wages/Fringes	\$ 66,291,087	\$ 66,291,087	0.0%
Other Services	10,905,844	11,829,519	8.5%
Fuel	16,914,138	16,847,125	-0.4%
Materials & Supplies	7,436,393	7,436,393	0.0%
Utilities	1,401,578	1,401,578	0.0%
Casualty and Liability	1,397,267	1,397,267	0.0%
Taxes & Tags	432,141	432,141	0.0%
Purchased Transportation	20,902,452	21,190,430	1.4%
Miscellaneous	874,399	874,399	0.0%
Leases	181,120	181,120	0.0%
Reserves	1,200,000	1,113,088	-7.2%
Total Operating Expenses	<u><u>\$ 127,936,419</u></u>	<u><u>\$ 128,994,147</u></u>	<u><u>0.8%</u></u>

Key Operating Budget Amendment Basis

- ▶ Alternative Analysis Studies, legal expenses, South Street remediation are included in transfers/reclassifications.
- ▶ Addition of NeighborLink service in the Goldsboro due to service modifications on Link 34.
- ▶ Pilot Xpress Bus Service for SunRail contracted through Mears
- ▶ Lake County service modified per the County's request for August – September 2014 service.

Key Capital Budget Amendment Basis

- ▶ Funding of the Pine Hills Superstop and other capital amenities as approved by Orange County.

FY2014 Capital Budget Overview

	FY2014 Amended	FY2014 Amended	% Change
Capital Contributions	\$ 99,484,058	\$ 99,984,058	0.50%
Capital Expenditures	99,484,058	99,984,058	0.50%
Capital Gains/(Losses)	\$ -	\$ -	N/A

FY2014 Capital Budget Contributions

Capital Contributions	FY2014 Amended	Revisions	FY2014 Amended
Federal Contributions	\$ 82,456,580		\$ 82,456,580
State Contributions	4,440,423		4,440,423
Local Contributions	11,034,148	500,000	11,534,148
Reserves	1,552,907		1,552,907
Total	\$ 99,484,058	\$ 500,000	\$ 99,984,058

FY2014 Capital Expenditures

Capital Expenditures	FY2014 Amended	Orange, Pine & Superstop	FY2014 Amended
Revenue Vehicles	\$ 49,826,108		\$ 49,826,108
BRT	21,039,643		21,039,643
Facilities	4,546,393		4,546,393
Passenger Amenities/Related	8,359,547	500,000	8,859,547
Technology	9,385,412		9,385,412
Security	1,070,248		1,070,248
Support Equipment	2,472,608		2,472,608
ARRA	2,784,099		2,784,099
Total	\$ 99,484,058	\$ 500,000	\$ 99,984,058

Board Action Requested

LYNX staff is asking for approval of the amended FY2014 operating and capital budgets.

	FY2014 Amended	FY2014 Amended	% Change
Operating	\$ 127,936,419	\$ 128,994,147	0.8%
Capital	99,484,058	99,984,058	0.5%
Total	\$ 227,420,477	\$ 228,978,205	0.7%

Action Agenda Item #7.B

To: LYNX Board of Directors

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

Phone: 407.841.2279 ext: 6100

Item Name: Authorization to Adopt Fiscal Year 2015 Operating and Capital Budgets

Date: 9/25/2014

ACTION REQUESTED:

Staff is requesting the Board of Directors' adoption of the Fiscal Year 2015 Proposed Operating and Capital Budgets.

BACKGROUND:

At the March 27, 2014 Board meeting, staff presented the preliminary FY2015 Operating Budget in the amount of \$127,680,744 to the Board of Directors. Since then, presentations have been made to Orange, Osceola, and Seminole counties, assumptions have been reexamined and the cost of providing service for next fiscal year has been discussed, which has decreased the FY2015 Proposed Operating Budget by 0.93%.

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

OVERVIEW:

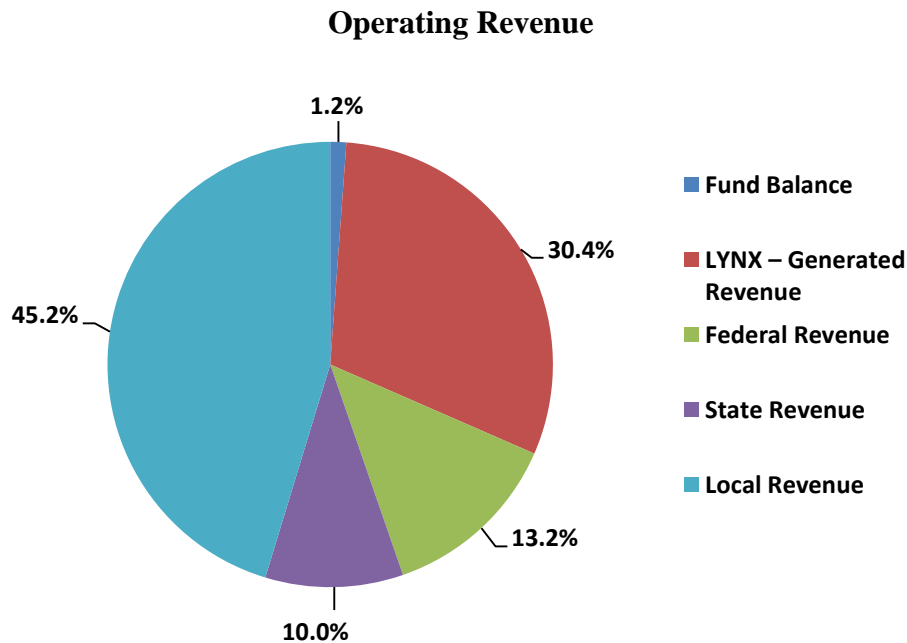
Budget Highlights

The FY2015 proposed budget totals \$214,307,776, of which \$126,498,589 represents operating expenses and \$87,809,187 represents capital expenditures. This is a net decrease in the total budget of \$14,670,429 or 6.4% from the FY2014 Amended Budget.

Operating Budget

The Proposed Operating Budget for FY2015 is \$126,498,589, which is a decrease of \$2,495,558 or 1.9% from the FY2014 Amended Operating Budget.

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



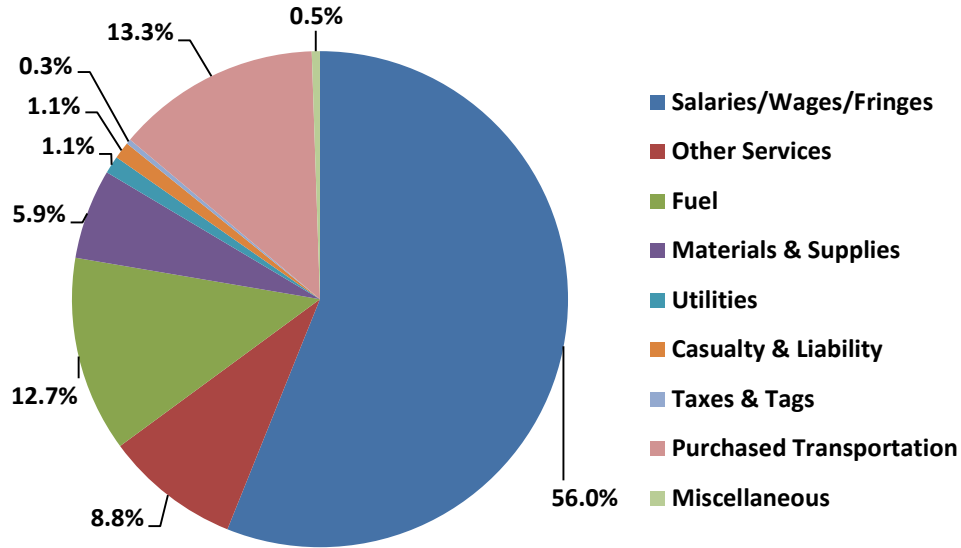
TOTAL OPERATING REVENUES \$126,498,589

Fund Balance	\$ 1,465,286*
LYNX – Generated Revenue	38,446,206
Federal Revenue	16,640,178
State Revenue	12,659,235
Local Revenue	<u>57,287,684</u>
Total Operating Revenue	<u>\$126,498,589</u>

**Use of prepaid funding from Osceola County, Orange County, City of Orlando, and carry-over funding.*

These funds are programmed to fund the following expenses:

Operating Expenses



TOTAL OPERATING EXPENSES \$126,498,589

Salaries/Wages/Fringes	\$	70,796,959
Other Services		11,138,951
Fuel		16,108,610
Materials & Supplies		7,411,652
Utilities		1,439,337
Casualty & Liability		1,399,850
Taxes & Tags		409,841
Purchased Transportation		16,851,215
Miscellaneous		676,674
Interest & Leases		265,500
Reserves (Contingency)		-
Total Operating Expenses	\$	126,498,589

Capital Budget

The proposed Capital Budget for FY2015 is \$87,809,187, which is a decrease of \$12,174,871 or approximately 12.2% less than the FY2014 Amended Capital Budget. The decrease in the capital budget from the FY2014 Amended Capital Budget results from progress in moving forward the downtown LYMMO expansion projects and the ARRA funded projects and a reduction in LYNX' need for facility and technological improvements.

The capital budget is funded from a combination of federal, state and local sources, and includes items such as the planned purchase of replacement buses and vans, bus shelters, and the use of technology to assist in service delivery and improvements. The majority of the capital budget, 93.4% is funded through federal grants, 0.5% is funded through state grants, and the remaining 6.1% through local funds. The local contribution from the funding partners covers the capital bus lease and LYMMO BRT expansion projects. In addition, funding through LYNX negotiated agreements will contribute to passenger shelter costs.

Specifically, this budget includes funds from the following areas:

Federal	\$82,016,900
State	411,879
Local	<u>5,380,408</u>
Total	<u>\$87,809,187</u>

The table below identifies capital expenditures by program:

Capital Program		FY2015 Requests
1)	Vehicles	\$ 45,396,718
2)	BRT	16,521,950
3)	Facilities	2,979,859
4)	Passenger Amenities / Related Enhancements	13,555,778
5)	Technology	4,205,590
6)	Security	1,024,361
7)	Support Equipment	2,178,625
8)	ARRA	<u>1,946,306</u>
	Total	<u>\$87,809,187</u>

Notes:

- 1) Vehicles include expansion and replacement vehicles for fixed-route, vanpool, and paratransit services and support vehicles.
- 2) BRT includes the Orange, Lime, and Grapefruit LYMMO line capital activities, as well as, the FlexBus project.
- 3) Facilities include funds for LCS, LOC, Osceola, and LB McLeod improvements.
- 4) Passenger amenities include shelters, transfer centers, solar power, benches, and trash receptacles.
- 5) Technology includes items to improve communication and information delivery such as network improvements, servers, and software upgrades.
- 6) Security includes equipment to enhance security and surveillance.
- 7) Support equipment includes items such as copiers, printers, shop tools, furniture, and storage cabinets.
- 8) The Federal Transit Administration (FTA) is allowing LYNX to complete existing projects currently funded by ARRA through September 20, 2015.

LYNX Board Agenda

The fare payment system upgrade is the only ARRA project in the FY2015 Capital Budget and represents 2.2% of the total FY2015 Capital Budget.

FISCAL IMPACT:

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

FY2015 Adopted Operating & Capital Budgets

Presented to the
LYNX Board of Directors

by Blanche W. Sherman, CPA

Director of Finance

September 25, 2014

Key Budget Assumptions – Overall

- ▶ FY2015 Funding based on LYNX Adopted Funding Model
- ▶ Maintain current Preventative Maintenance funding level
- ▶ Maximize current service levels through efficiencies
- ▶ Apply additional Flex (NeighborLink) services, where appropriate

Key Budget Assumptions – Revenues

- ▶ Apply impacts of legislative changes to Medicaid
- ▶ Maximize use of Anticipated Advertising Revenue

Key Budget Assumptions – Expenses

- ▶ Impacts of group health insurance program
- ▶ Full year impact of pension reform contribution rate
- ▶ Continuation of fuel hedging program

FY2015 Operating Budget Overview

	FY2014	FY2015	
	Amended	Proposed	% Change
Operating Revenue	\$ 128,994,147	\$ 126,498,589	-1.9%
Operating Expenses	128,994,147	126,498,589	-1.9%
Operating Income/(Deficit)	\$ -	\$ -	N/A

FY2015 Operating Revenue

	FY2014	FY2015	
	Amended	Proposed	% Change
Fund Balance	\$ 416,156	\$ 1,465,286 *	252.1%
Customer Fares	29,429,794	29,530,910	0.3%
Contract Services	11,163,514	6,593,296	-40.9%
Advertising on Buses	1,730,000	1,875,000	8.4%
Advertising - Trade	-	30,000	0.0%
Interest & Other Income	492,099	417,000	-15.3%
Federal	20,940,968	16,640,178	-20.5%
State	11,510,852	12,659,235	10.0%
Local	53,310,764	57,287,684	7.5%
Total Operating Revenue	\$ 128,994,147	\$ 126,498,589	-1.9%

* Includes \$1,113,088 in carry-over contingency funding and prepaid funding.

FY2015 Operating Expenses

	FY2014	FY2015	
	Amended	Proposed	% Change
Salaries/Wages/Fringes	\$ 66,291,087	\$ 70,796,959	6.8%
Other Services	11,829,519	11,138,951	-5.8%
Fuel	16,847,125	16,108,610	-4.4%
Materials & Supplies	7,436,393	7,411,652	-0.3%
Utilities	1,401,578	1,439,337	2.7%
Casualty and Liability	1,397,267	1,399,850	0.2%
Taxes & Tags	432,141	409,841	-5.2%
Purchased Transportation	21,190,430	16,851,215	-20.5%
Miscellaneous	874,399	676,674	-22.6%
Leases	181,120	265,500	46.6%
Reserves	1,113,088	-	N/A
Total Operating Expenses	\$ 128,994,147	\$ 126,498,589	-1.9%

FY2015 Local Revenue by Jurisdiction

	FY2014	FY2015	%
	Amended	Proposed *	Change
Orange County	\$ 35,777,072	\$ 40,282,526	12.6%
Osceola County	5,248,347	5,479,172	4.4%
Seminole County	5,920,884	6,249,068	5.5%
City of Orlando	3,814,797	3,895,598	2.1%
City of Orlando - LYMMO	1,883,055	2,060,215	9.4%
Total Local Funds	\$ 52,644,155	\$ 57,966,579	10.1%
Cities, Other Agencies & Private	666,609	618,079	-7.3%
Subtotal	\$ 53,310,764	\$ 58,584,658 **	9.9%
Capital Contributions			
Orange County	\$ 1,677,044	\$ 1,687,947	0.7%
Osceola County	211,165	193,753	-8.2%
Seminole County	225,537	216,984	-3.8%
Total Capital Contributions	\$ 2,113,746	\$ 2,098,684	-0.7%
Total	\$ 55,424,510	\$ 60,683,342	9.5%

*Based on Funding Model

**Includes \$1,113,008 in carry-over contingency funding and prepaid funding.

FY2015 Capital Budget Overview

	FY2014 Amended	FY2015 Proposed	% Change
Capital Contributions	\$ 99,984,058	\$87,809,187	-12.2%
Capital Expenditures	99,984,058	87,809,187	-12.2%
Capital Income/(Deficit)	\$ -	\$ -	N/A

FY2015 Capital Budget Contributions

Capital Contributions	FY2014 Amended	FY2015 Proposed	% Change
Federal Contributions	\$ 82,456,580	\$ 82,016,900	-0.5%
State Contributions	4,440,423	411,879	-90.7%
Local Contributions	11,534,148	5,380,408	-53.4%
Reserves	1,552,907	-	-100.0%
Total	\$ 99,984,058	\$ 87,809,187	-12.2%

Total Budget Summary

	<u>FY2014</u> <u>Amended</u>	<u>FY2015</u> <u>Proposed</u>	<u>Change</u>
Operating Revenue	\$ 128,994,147	\$ 126,498,589	-1.9 %
Operating Expenses	128,994,147	126,498,589	-1.9%
Operating Income/(Deficit)	-	-	N/A
Capital Funding	\$ 99,984,058	\$ 87,809,187	-12.2%
Capital Expenditures	99,984,058	87,809,187	-12.2%
Capital Income/(Deficit)	-	-	N/A
Total Sources of Funding	\$ 228,978,205	\$ 214,307,776	-6.4%
Total Uses of Funding	228,978,205	214,307,776	-6.4%
Net Financial Position	-	-	N/A

Staffing Count

1105

1108

Operating Budget Calendar

Final Board Action

September 25

Budget Year 2014–2015 Commences

October 1

Action Agenda Item #7.C

To: LYNX Board of Directors

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

Phone: 407.841.2279 ext: 6100

Item Name: Authorization to Enter into the FY2015 Service Funding Agreements with the Regional Funding Partners

Date: 9/25/2014

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to enter into funding agreements with the Regional Funding Partners listed below for the provision of public transportation services corresponding with its respective funding contribution for the Fiscal Year 2015 Budget. The actual amounts of the agreements will be final once the Board has approved the budget for FY2015.

Orange County	\$40,879,490
Osceola County	\$ 5,527,895
Seminole County	\$ 6,427,684
City of Orlando*	\$ 3,873,006
City of Altamonte Springs	\$ 120,900
City of Sanford	\$ 93,000
City of St. Cloud	\$ 161,999
Lake County- Link 55	\$ 224,734
Lake County- Link 204	\$ 17,446

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

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

BACKGROUND:

The Counties of Lake, Orange, Osceola and Seminole and the Cities of Orlando, Altamonte Springs, St. Cloud, and Sanford (hereinafter, the Regional Funding Partners) all recognize the need to provide public transportation services in an efficient manner and acknowledge the benefits of increased ridership on the regional public transportation system.

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

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

The funding partner agreement for FY2015 contains the following:

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

A copy of the proposed service funding agreement that will be entered into between LYNX and each of the Regional Funding Partners for Fiscal Year 2015 is attached. The proposed addendums for each of the partners is also attached. Authorization is requested from the Board for LYNX staff to complete the funding agreement with each funding partner, including completion of the exhibits and addenda incorporating all edits agreed upon by all funding partners. This will permit the funding agreements to be executed more quickly after the beginning of LYNX’ fiscal year. Changes will be permitted to the funding agreement by way of changes to the addendum provided that said changes are not materially adverse to LYNX.

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

THIS SERVICE FUNDING AGREEMENT (“Agreement”) is made and entered into as of October 1, 2014, by and between the **CITY OF ALTAMONTE SPRINGS, FLORIDA**, a charter city and political subdivision of the State of Florida, whose principal address is 225 Newburyport Avenue, Altamonte Springs, Florida 32701 (hereinafter the “**Funding Partner**”), and the **CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY**, a body politic and corporate created pursuant to Part II, Chapter 343, Florida Statutes, whose principal address is 455 North Garland Avenue, Orlando, Florida 32801 (hereinafter “**LYNX**”).

WITNESSETH

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

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

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

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

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

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

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

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

WHEREAS, the Funding Partner and LYNX entered into an Interlocal Agreement for Public Transit Services dated as of November 19, 2013 (the “**Prior Fiscal Year Funding Agreement**”) pursuant to which the Funding Partner agreed to appropriate funds to LYNX for

fiscal year 2014 (October 1, 2013 - September 30, 2014) 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, 2014; and

WHEREAS, the Funding Partner has budgeted funds for the fiscal year beginning on October 1, 2014 and ending on September 30, 2015 (“**Fiscal Year**”) to support LYNX’s Public Transportation services for such fiscal year; and

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

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

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

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

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

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

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

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

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

“**Fiscal Year**” means the twelve (12) month period commencing October 1, 2014 and ending the following September 30, 2015.

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

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

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

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

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

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

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

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

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

3. Funding Partner Obligations.

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

(b) The Appropriated Amount shall be paid by the Funding Partner to LYNX in four (4) equal quarterly installments, with each installment being due on the first day of each quarter. The first installment payment shall be due upon the later of (x) October 1, 2014 or (y) the execution date of this Agreement.

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

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

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

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

4. **LYNX Obligations.**

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

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

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

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

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

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

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

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

(A) Subsidy per Passenger Trip

(B) Passengers per trip

(C) Passengers per Revenue Hour

(D) Passengers per Revenue Mile

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

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

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

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

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

(D) A list of changes to authorized staffing.

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

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

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

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

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

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

7. **Termination of Agreement.**

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

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

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

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

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

plus three (3) years after expiration or termination of this Agreement. If any litigation, claim or audit is commenced prior to the expiration of the three (3) year period and extends beyond such period, the records shall be maintained until all litigation, including appeals, claims or audits have been concluded or resolved. Any person authorized by the Funding Partner shall have access to and the right to examine any of the records.

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

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

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

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

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

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

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

As to Funding Partner: City of Altamonte Springs
 225 Newburyport Avenue
 Altamonte Springs, Florida 32701
 Attention: Franklin W. Martz, II, City Manager

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

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

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

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

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

19. **Effective Date.** The effective date of this Agreement shall be as of the date first set forth above. Unless terminated earlier in accordance with Section 7 of this Agreement, this Agreement will terminate on September 30, 2015, except for the provisions of this Agreement which by their terms survive the termination of this Agreement.

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

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

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

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

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

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

[Signatures appear on following page]

SIGNATURE PAGE FOR FUNDING PARTNER

FUNDING PARTNER:

CITY OF ALTAMONTE SPRINGS

By: _____
Patricia Bates, Mayor

Date: _____

ATTEST:

By: _____
Deputy Clerk

SIGNATURE PAGE FOR LYNX

**CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY**

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

AKERMAN SENTERFITT,
Counsel for LYNX

By: _____
Patrick T. Christiansen, Esq.

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

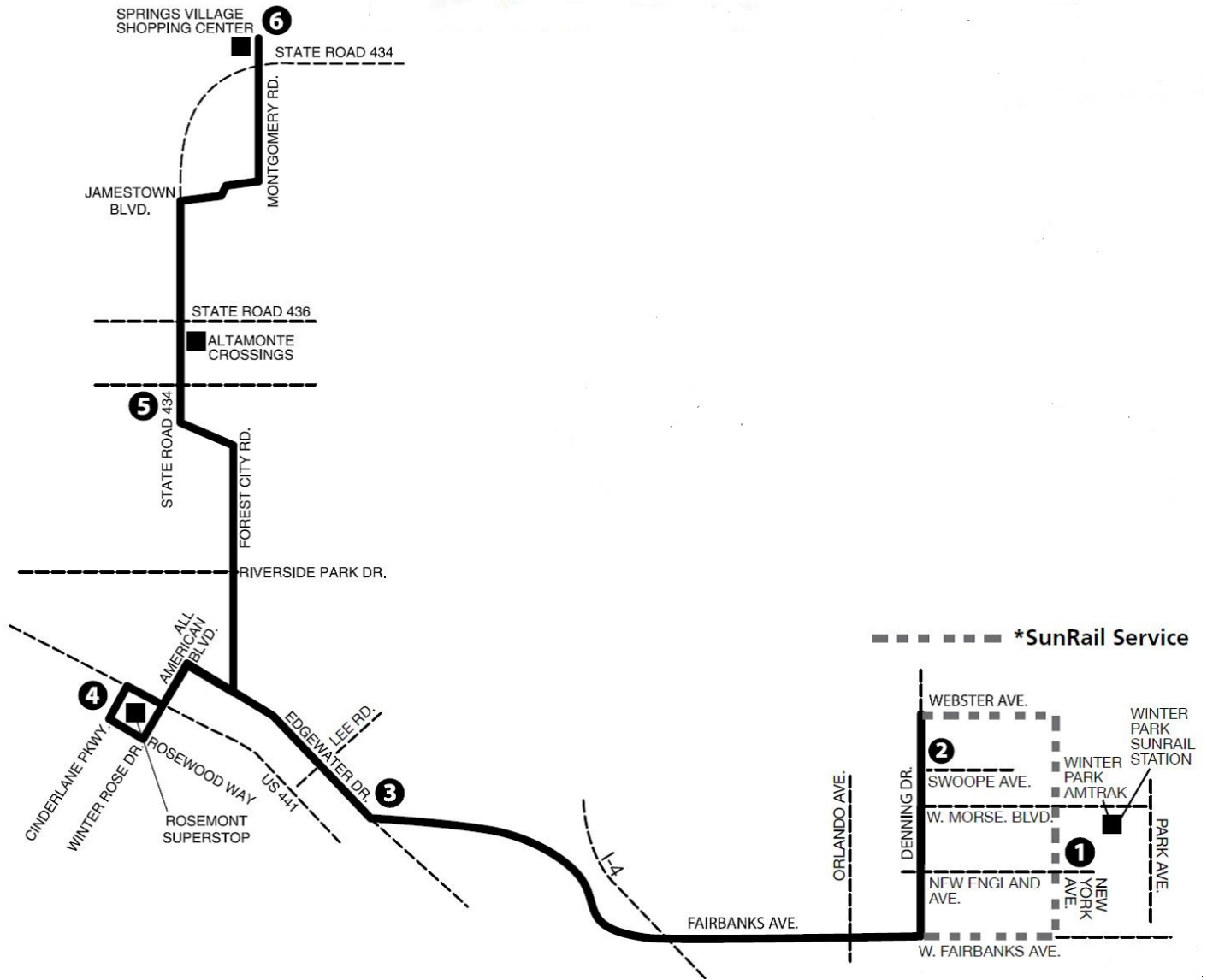
Date: _____

Exhibit "A"

DESCRIPTION OF SERVICE AREA

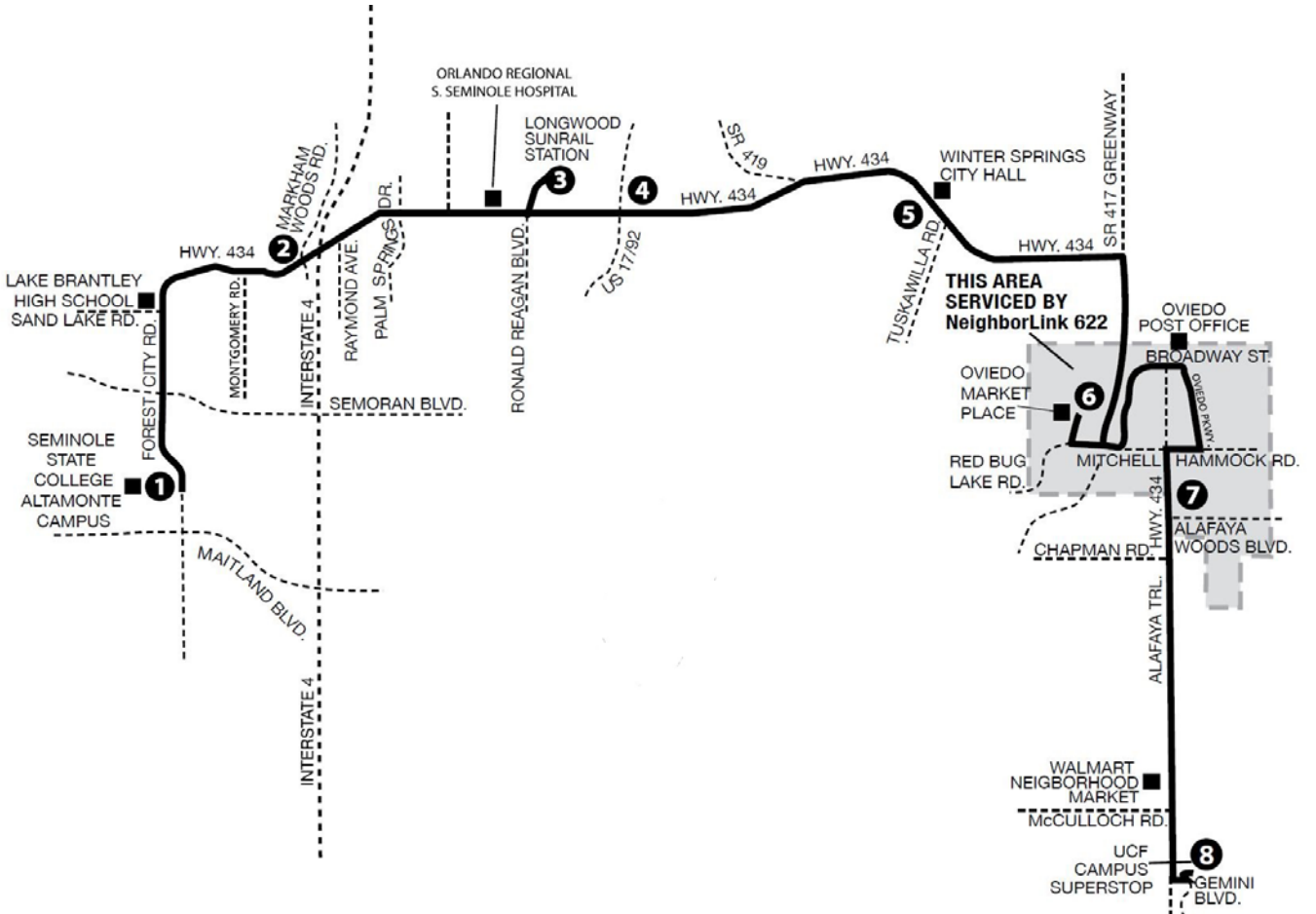
LINK 23 Winter Park/Springs Village

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



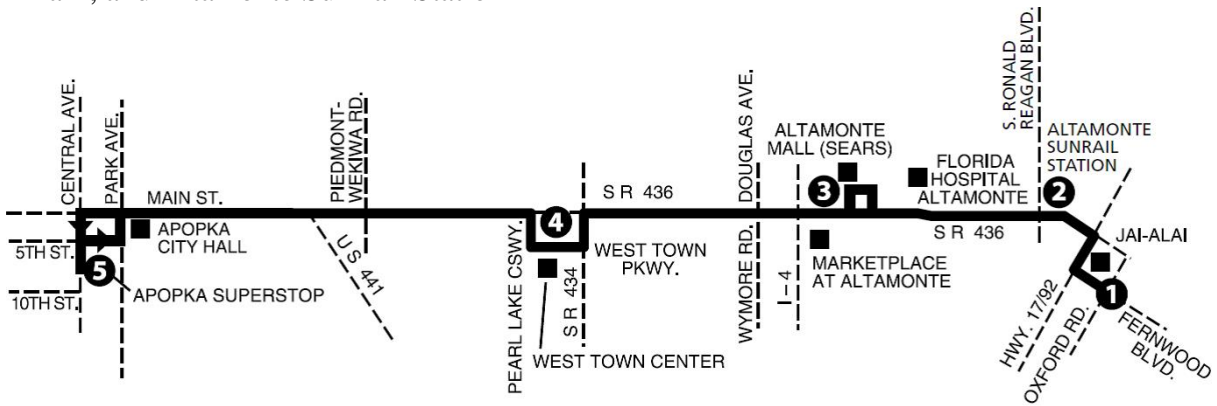
Link 434 SR 434 Crosstown

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



Link 436N SR 436 Crosstown (formerly Link 41)

Serving: Apopka SuperStop, West Town Center, Altamonte Mall, Florida Hospital Altamonte, Fern Park, and Altamonte SunRail Station



Link 436S SR 436 Crosstown (formerly Link 41)

Serving: Fern Park, Casselberry, Azalea Park, and Orlando International Airport

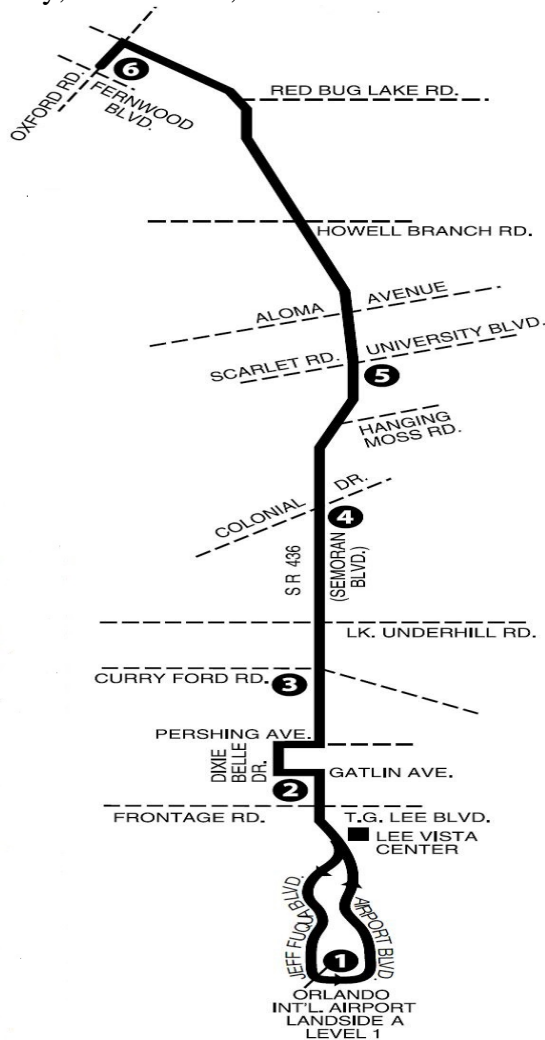


Exhibit "B"

DESCRIPTION OF APPROPRIATED AMOUNT

October through September \$ 120,900

Exhibit B City of Altamonte Springs Transit Service Costs For FY2015	
Total County Transit Service Cost	\$ 120,900

FY2015 Billing Schedule:	
October 2014	\$ 30,225
January 2015	\$ 30,225
April 2015	\$ 30,225
July 2015	\$ 30,225
Annual Funding Request from City	\$ 120,900

ADDENDUM TO AGREEMENT

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

26. The Funding Partner agrees to appropriate up to a maximum of one hundred twenty thousand nine hundred dollars and zero cents (\$120,900) to LYNX for fiscal year 2014/2015 for the provision of public transportation services within the Service Agreement in accordance with this Agreement and to be allocated as follows:

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

(b) The \$120,900 shall be paid by the Funding Partner to LYNX in four (4) equal quarterly installments by Funding Partner's designated representative and shall be due on the first of each quarter beginning in October 2014, and payable no later than thirty (30) days after the due date. The first such payment under this Agreement shall be made no sooner than October 1, 2014 or the execution date of this Agreement. Notwithstanding the foregoing, in the event LYNX fails to submit the required quarterly reports or fails to comply with any material terms of this Agreement, the Funding Partner reserves the right to withhold the monthly payment pursuant to Section 3, of this Agreement.

SERVICE FUNDING AGREEMENT
by and between
CITY OF ORLANDO, FLORIDA
and
LYNX

THIS SERVICE FUNDING AGREEMENT (“Agreement”) is made and entered into as of October 1, 2014, by and between the City of Orlando, Florida, a charter city and political subdivision of the State of Florida, whose principal address is 400 South Orange Avenue, Orlando, Florida 32802 (hereinafter the “**Funding Partner**”), and the **CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY**, a body politic and corporate created pursuant to Part II, Chapter 343, Florida Statutes, whose principal address is 455 North Garland Avenue, Orlando, Florida 32801 (hereinafter “**LYNX**”).

WITNESSETH

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

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

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

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

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

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

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

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

WHEREAS, the Funding Partner and LYNX entered into a an Interlocal Agreement for Public Transit Services dated as of October 8, 2013 (the “**Prior Fiscal Year Funding**”

Agreement”) pursuant to which the Funding Partner agreed to appropriate funds to LYNX for fiscal year 2014 (October 1, 2013 - September 30, 2014) to support LYNX Public Transportation services within the Service Area (as hereinafter defined); and

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

WHEREAS, the Funding Partner has budgeted funds for the fiscal year beginning on October 1, 2014 and ending on September 30, 2015 (“**Fiscal Year**”) to support LYNX’s Public Transportation services for such fiscal year; and

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

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

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

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

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

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

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

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

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

“**Fiscal Year**” means the twelve (12) month period commencing October 1, 2014 and ending the following September 30, 2015.

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

“**LYMMO**” means the Downtown Orlando bus rapid transit circulator operating under the name of LYMMO.

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

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

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

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

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

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

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

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

3. **Funding Partner Obligations.**

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

(b) The Appropriated Amount shall be paid by the Funding Partner to LYNX in four (4) equal quarterly installments, with each installment being due on the first day of each quarter. The first installment payment shall be due upon the later of (x) October 1, 2014 or (y) the execution date of this Agreement.

(c) If, prior to the termination date of this Agreement (as set forth in Section 19 below), the Funding Partner and LYNX fail to reach a written agreement setting forth an appropriation to LYNX for the next Fiscal Year, then, notwithstanding the termination of this Agreement, the Funding Partner shall continue to pay LYNX the monthly installment amounts due pursuant to Section 3(b) (the “**Post-Termination Payment**”) on the first day of each month until the earliest to occur of the following: (i) LYNX and the Funding Partner reach a written agreement setting forth an appropriation for the next Fiscal Year; (ii) ninety (90) days following that date that the Funding Partner, through action taken by its governing board, notifies LYNX in

writing that it wishes to terminate this Agreement and no longer receive from LYNX the Public Transportation services provided herein; or (iii) the date that LYNX actually discontinues the Public Transportation services to the Funding Partner. If so elected by LYNX, the Post-Termination Payment shall be adjusted to reflect the increase or decrease, as the case may be, in the hourly rate that the LYNX governing board approves for the next Fiscal Year, at such time as the LYNX governing board approves such new hourly rate. If LYNX and the Funding Partner fail to reach an agreement setting forth an appropriation for the next Fiscal Year by December 31, 2013, then LYNX may, within its discretion, reduce, eliminate or discontinue the provision of Public Transportation services to the Funding Partner immediately upon providing the Funding Partner with written notice of same.

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

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

4. **LYNX Obligations.**

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

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

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

within forty-five (45) days after the end of each quarter. Each quarterly report will include the following items:

- (i) Maps and schedules for each route operating in the Service Area.
- (ii) Official LYNX monthly ridership reports showing a breakdown of actual aggregate ridership by mode (i.e., Fixed-Route Service, LYMMO, Access LYNX, Van Plan and special shuttles).
- (iii) An operational service characteristics report for current services provided, which would include (1) revenue hours, (2) revenue miles, and (3) unlinked passenger trips.
- (iv) A comparison of actual revenue and expenditures to budgeted revenues and expenditures with explanations for variances that exceed \$50,000.
- (v) A route performance report, which reports and ranks each route which is located in the County for the Funding Partner, monthly based on the following:
 - (A) Subsidy per Passenger Trip
 - (B) Passengers per trip
 - (C) Passengers per Revenue Hour
 - (D) Passengers per Revenue Mile
 - (E) Percent farebox return (i.e., percent of Operating Expenses recovered through farebox).
- (vi) Current and contemporaneous versions of the LYNX regional model, which is the model used by LYNX to apportion total Operating Expenses, less adjustments, to the Funding Partners based on Fixed-Route Service hours, ADA client trips, and flex-service hours in their service area.
 - (A) A comparison of scheduled versus actual Revenue Miles.
 - (B) A comparison of scheduled versus actual Revenue Hours.
 - (C) A schedule of unanticipated extraordinary expenses for the prior quarter.
 - (D) A list of changes to authorized staffing.
 - (E) A schedule of total training and travel expenditures for each LYNX board member and employee for the immediately preceding quarter. This schedule should specify the training event name, attendee name(s), date(s) of travel and/or training, event location, and total expenses of each trip.

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

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

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

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

7. **Termination of Agreement.**

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

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

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

9. **Public Records Act.** In accordance with Chapter 119 of the Florida Statutes (Public Records Law), any "public record" created or received by the Funding Partner, including reports, specifications, drawings, maps, and tables, must be made for inspection, and upon

request and payment, copying, unless such public record falls within an exception or exemption to the Public Records Act and each page is clearly and conspicuously marked as such.

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

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

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

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

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

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

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

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

As to Funding Partner: City of Orlando
Transportation Planning Bureau
400 South Orange Avenue, P.O. Box 44990
Orlando, Florida 32802-4990
Attn: Director of Transportation

With copy to: City of Orlando
400 South Orange Avenue
Orlando, Florida 32801
Attn: City Attorney's Office

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

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

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

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

19. **Effective Date.** The effective date of this Agreement shall be as of the date first set forth above. Unless terminated earlier in accordance with Section 7 of this Agreement, this Agreement will terminate on September 30, 2015, except for the provisions of this Agreement which by their terms survive the termination of this Agreement.

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

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

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

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

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

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

[Signatures appear on following page]

SIGNATURE PAGE FOR FUNDING PARTNER

FUNDING PARTNER:

CITY OF ORLANDO

By: _____

Date: _____

ATTEST:

By: _____
Deputy Clerk

SIGNATURE PAGE FOR LYNX

**CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY**

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

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this _____ day of _____, 2014, by _____, and s/he acknowledged before me that s/he executed the foregoing instrument on behalf of CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY as its true act and deed, and that s/he was authorized to do so.

Name:
Notary Public
Serial Number:
Commission Expires:
STATE OF FLORIDA
COUNTY OF ORANGE

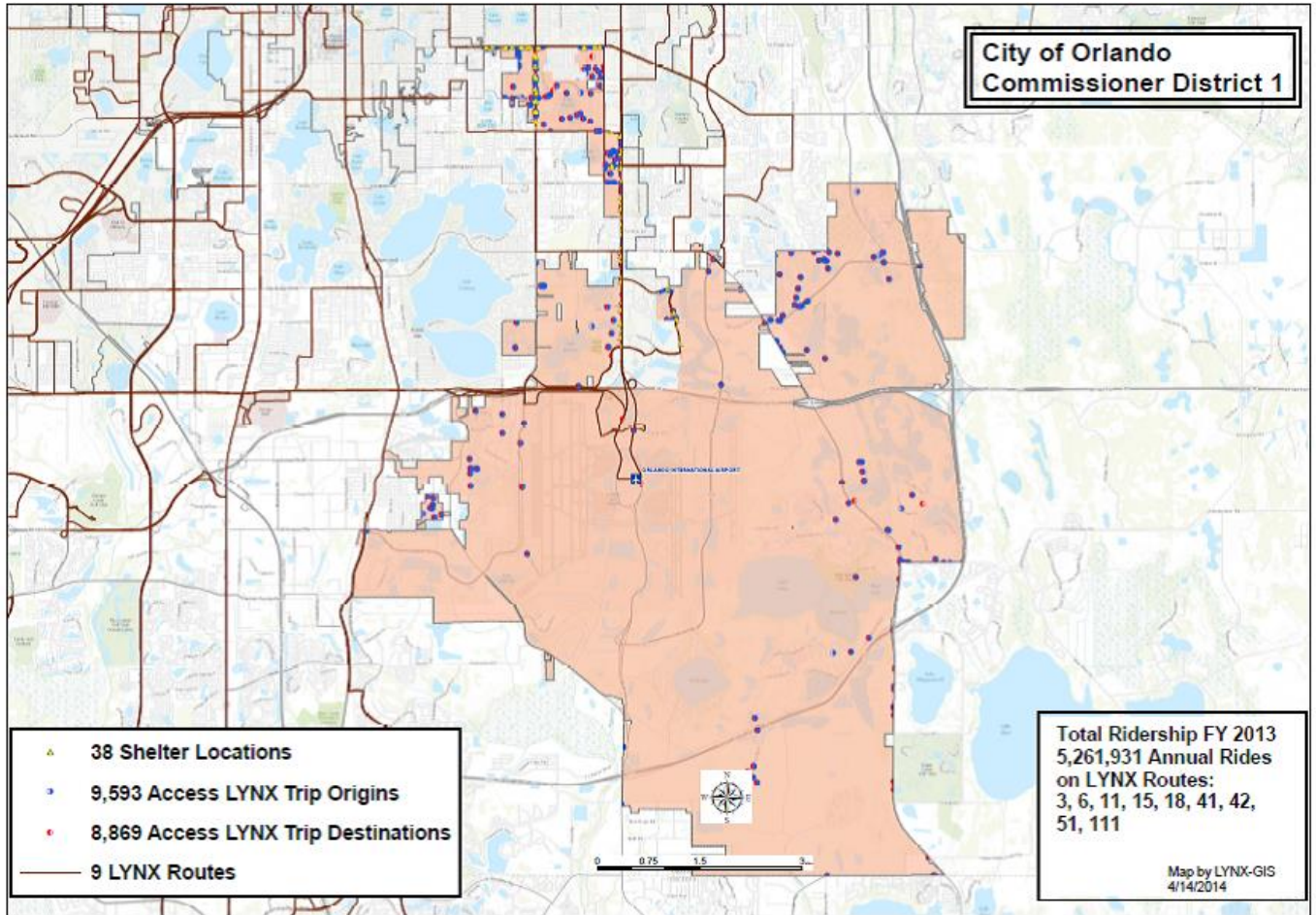
This Agreement is approved as to form for reliance only by LYNX and for no other person and for no other purpose.

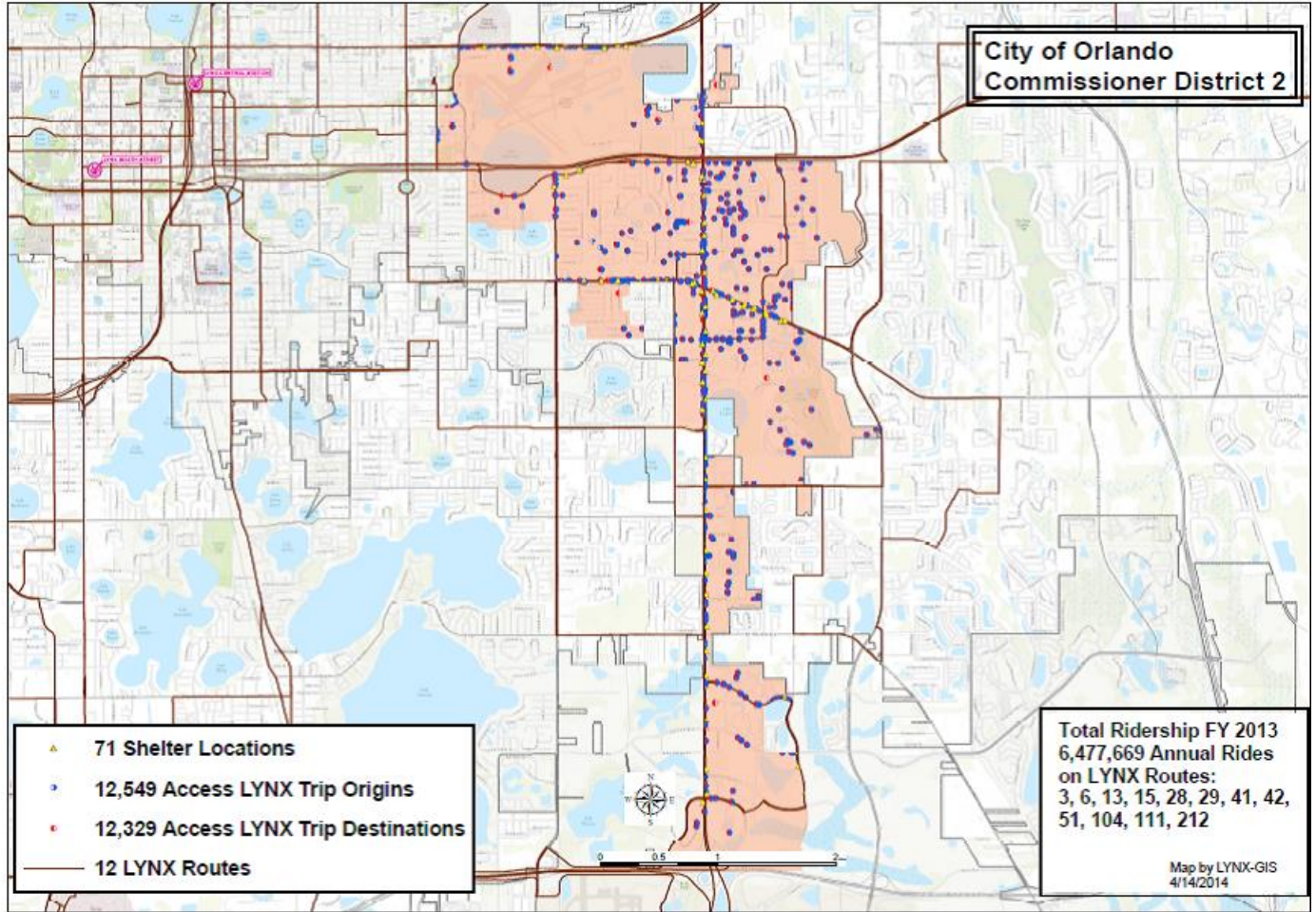
Akerman Senterfitt, Counsel for LYNX

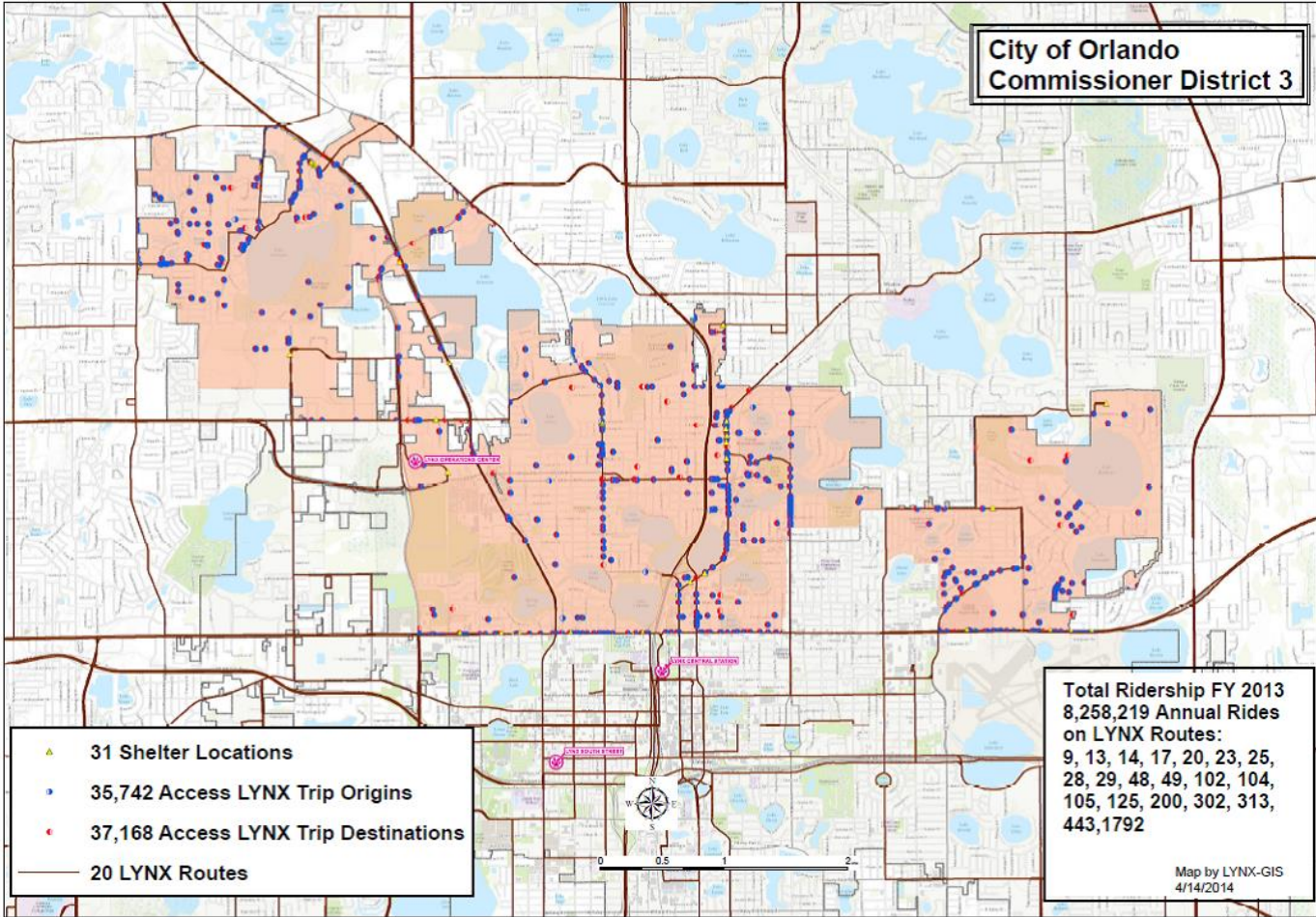
By: _____
Patrick T. Christiansen, Esq.

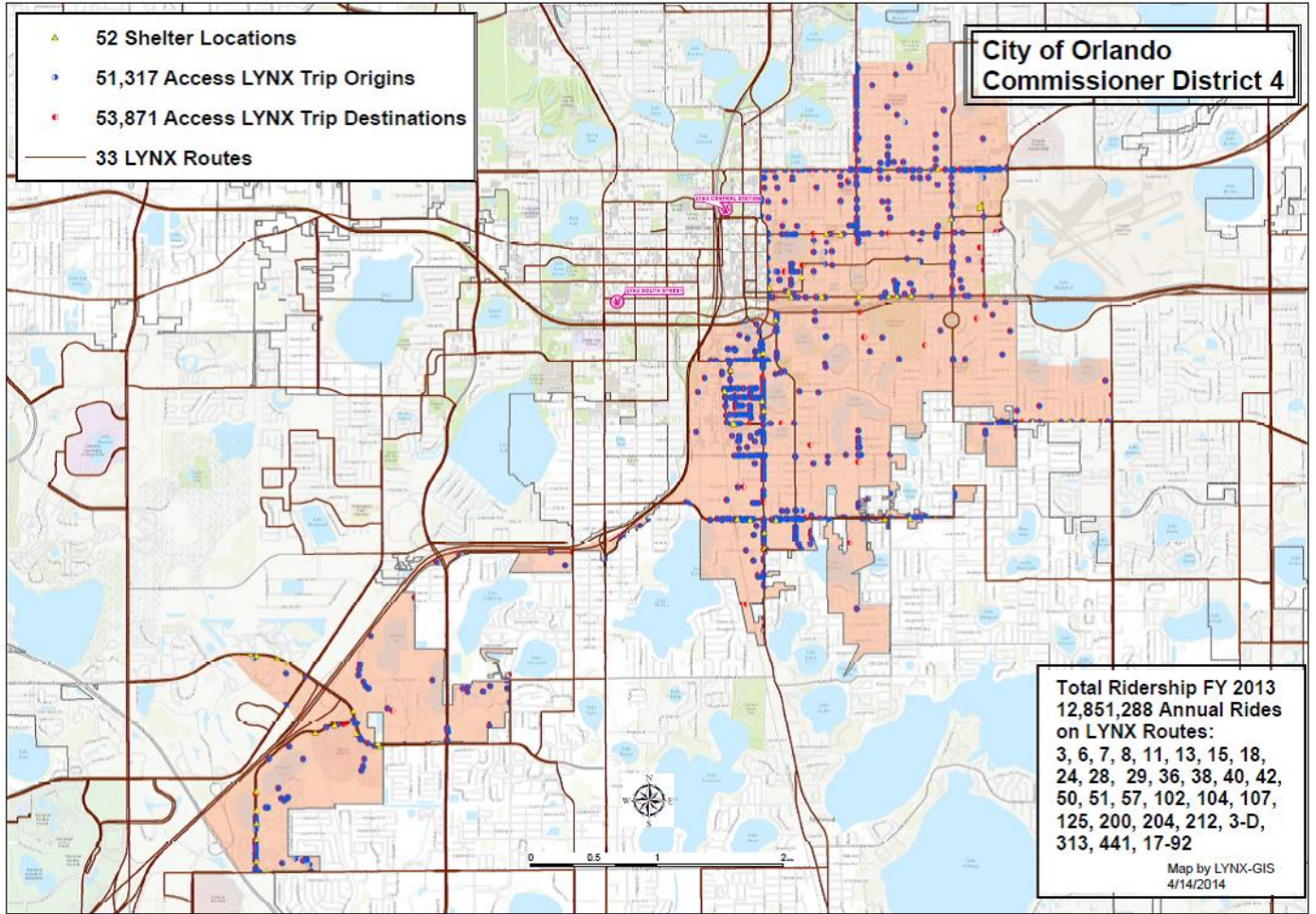
Exhibit "A"

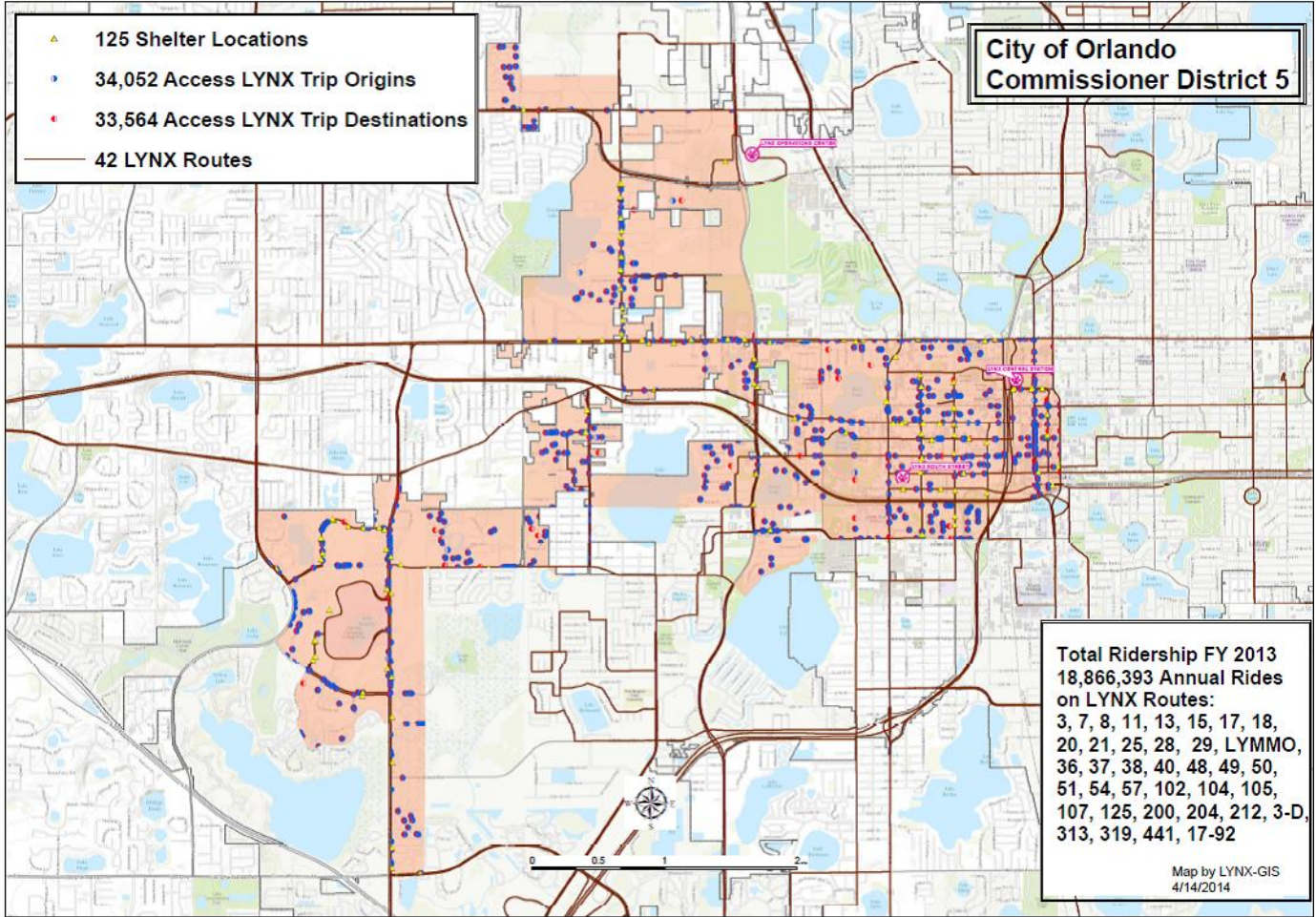
DESCRIPTION OF SERVICE AREA











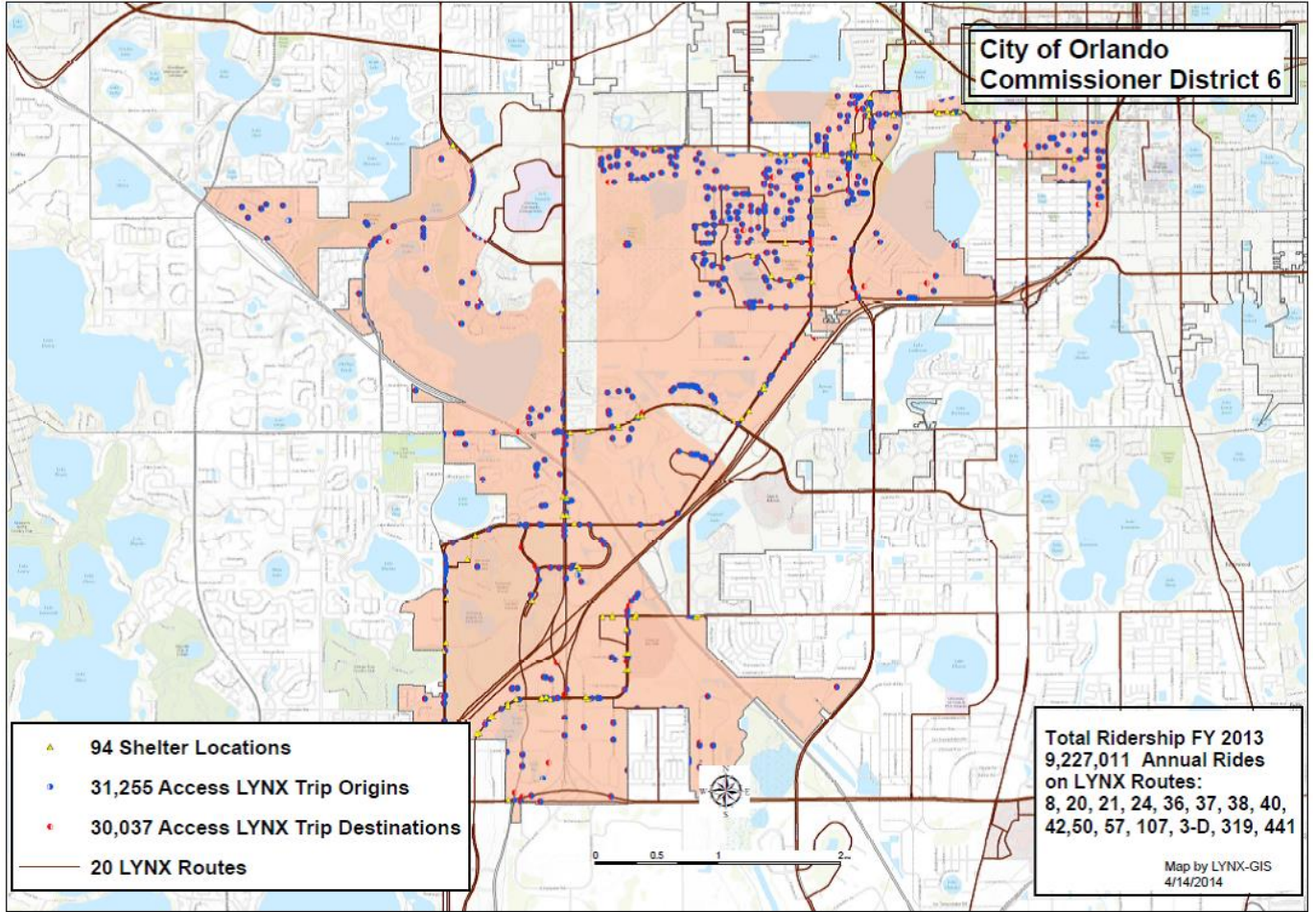


Exhibit "B"

DESCRIPTION OF APPROPRIATED AMOUNT

October through September **\$ 3,873,006**

Exhibit B City of Orlando Transit Service Costs For FY2015	
FY2015 Funding Request per Funding Model	\$ 3,895,598
Less: Prepaid Amount for Link 206	(22,592)
Total City Transit Service Cost	\$ 3,873,006

FY2015 Billing Schedule:	
October 2014	\$ 968,251.50
January 2015	968,251.50
April 2015	968,251.50
July 2015	968,251.50
Annual Funding Request from City	\$ 3,873,006

ADDENDUM TO AGREEMENT

25. The Funding Partner agrees to appropriate up to a maximum of three million eight hundred seventy-three thousand six dollars and zero cents (\$3,873,006) to LYNX for fiscal year 2014-2015 for the provision of public transportation services within the City of Orlando in accordance with this Agreement and to be allocated as follows:

(a) The base operating expenditures funding of \$3,873,006 shall be for fixed route bus service, Access LYNX, and other existing services.

(b) The \$3,873,006 shall be paid by the Funding Partner to LYNX in four (4) equal quarterly installments by Funding Partner's designated representative and shall be due on the first of each quarter beginning in October 2014, and payable no later than thirty (30) days after the due date. The first such payment under this Agreement shall be made no sooner than October 1, 2014 or the execution date of this Agreement. Notwithstanding the foregoing, in the event LYNX fails to submit the required quarterly reports or fails to comply with any material terms of this Agreement, the Funding Partner reserves the right to withhold the monthly payment pursuant to Section 3, of this Agreement.

26. The LYMMO services will be invoices in accordance with the terms set forth in a separate interlocal agreement between the City of Orlando and LYNX.

SERVICE FUNDING AGREEMENT

**by and between
CITY OF SANFORD, FLORIDA
and
LYNX**

THIS SERVICE FUNDING AGREEMENT (“Agreement”) is made and entered into as of October 1, 2014, by and between **City of Sanford, Florida**, a charter city and political subdivision of the State of Florida, whose principal address is 300 N. Park Avenue, Sanford, Florida 32771 (hereinafter the “**Funding Partner**”), and the **CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY**, a body politic and corporate created pursuant to Part II, Chapter 343, Florida Statutes, whose principal address is 455 North Garland Avenue, Orlando, Florida 32801 (hereinafter “**LYNX**”).

WITNESSETH

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

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

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

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

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

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

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

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

WHEREAS, the Funding Partner and LYNX entered into a Funding Agreement, dated as of October 28, 2013 (the “**Prior Fiscal Year Funding Agreement**”) pursuant to which the Funding Partner agreed to appropriate funds to LYNX for fiscal year 2014 (October 1, 2013 -

September 30, 2014) 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, 2014; and

WHEREAS, the Funding Partner has budgeted funds for the fiscal year beginning on October 1, 2014 and ending on September 30, 2015 (“**Fiscal Year**”) to support LYNX’s Public Transportation services for such fiscal year; and

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

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

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

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

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

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

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

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

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

“**Fiscal Year**” means the twelve (12) month period commencing October 1, 2014 and ending the following September 30, 2015.

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

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

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

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

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

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

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

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

“**Service Area**” means generally the unincorporated area of the Funding Partner.

3. **Funding Partner Obligations.**

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

(b) The Appropriated Amount shall be paid by the Funding Partner to LYNX in twelve (12) equal monthly installments, with each installment being due on the first day of each month. The first installment payment shall be due upon the later of (x) October 1, 2014 or (y) the execution date of this Agreement.

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

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

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

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

4. **LYNX Obligations.**

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

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

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

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

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

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

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

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

(A) Subsidy per Passenger Trip

(B) Passengers per trip

(C) Passengers per Revenue Hour

(D) Passengers per Revenue Mile

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

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

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

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

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

(D) A list of changes to authorized staffing.

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

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

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

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

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

7. **Termination of Agreement.**

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

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

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

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

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

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

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

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

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

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

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

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

As to Funding Partner: City of Sanford
300 N. Park Avenue
Sanford, FL 32772
Attention: Norton N. Bonaparte, Jr., City Manager

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

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

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

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

19. **Effective Date.** The effective date of this Agreement shall be as of the date first set forth above. Unless terminated earlier in accordance with Section 7 of this Agreement, this Agreement will terminate on September 30, 2015, except for the provisions of this Agreement which by their terms survive the termination of this Agreement.

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

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

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

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

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

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

[Signatures appear on following page]

SIGNATURE PAGE FOR FUNDING PARTNER

FUNDING PARTNER:

CITY OF SANFORD

By: _____
Jeff Triplett, Mayor

Date: _____

ATTEST:

By: _____
City Clerk

SIGNATURE PAGE FOR LYNX

CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY

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

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this _____ day of _____, 2014, by _____, and s/he acknowledged before me that s/he executed the foregoing instrument on behalf of CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY as its true act and deed, and that s/he was authorized to do so.

Name:
Notary Public
Serial Number:
Commission Expires:
STATE OF FLORIDA
COUNTY OF ORANGE

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

Akerman Senterfitt, Counsel for LYNX

By: _____
Patrick T. Christiansen, Esq.

Exhibit "A"

Description of APPROPRIATED AMOUNT

October through September	\$ 93,000
----------------------------------	------------------

Exhibit A City of Sanford Transit Service Costs For FY2015	
Total City Transit Service Cost	\$ 93,000

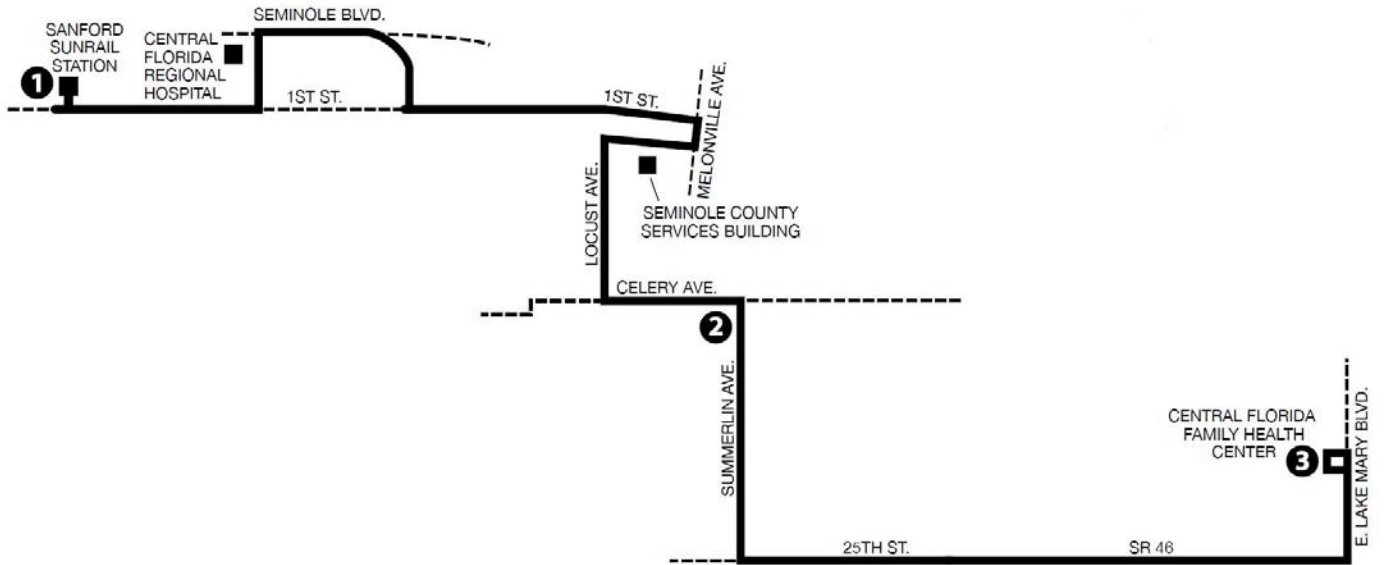
FY2015 Billing Schedule:	
October 2014	\$ 7,750
November 2014	\$ 7,750
December 2014	\$ 7,750
January 2015	\$ 7,750
February 2015	\$ 7,750
March 2015	\$ 7,750
April 2015	\$ 7,750
May 2015	\$ 7,750
June 2015	\$ 7,750
July 2015	\$ 7,750
August 2015	\$ 7,750
September 2015	\$ 7,750
Annual Funding Request from City	\$ 93,000

Exhibit "B"

DESCRIPTION OF SERVICES

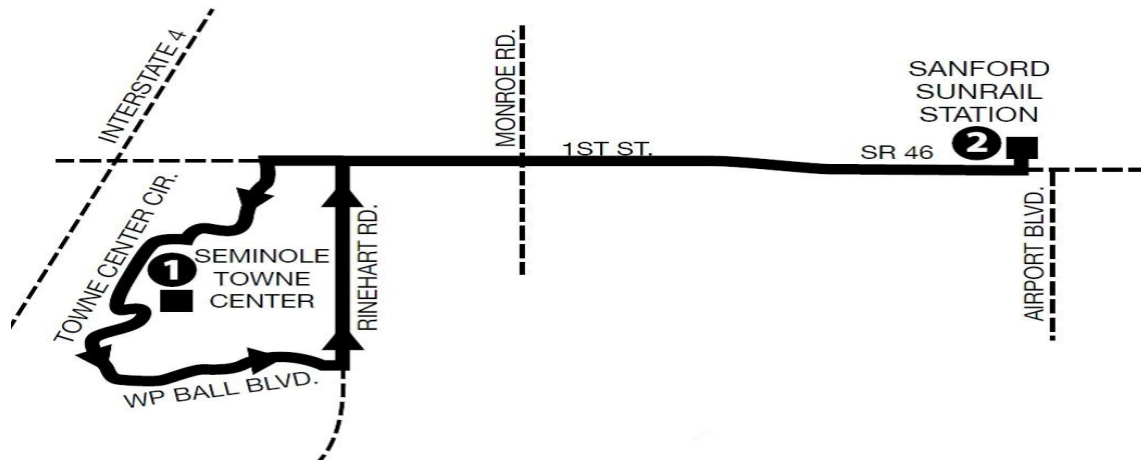
LINK 46 East SR 46/Downtown Sanford

Serving: Downtown Sanford, Central Florida Regional Hospital, Seminole County Services Building, Central Florida Family Health Center, Sanford SunRail Station, and Neighborlink 651



LINK 46 West w. SR 46/Seminole Towne Center

Serving: Seminole Towne Center, Walmart Rinehart Road, Super Target Rinehart Road, Downtown Sanford and Sanford SunRail Station



ADDENDUM TO AGREEMENT

25. The Funding Partner, on November 9, 2009, adopted a Comprehensive Policy Plan (the “**CPP**”), which calls for specific level of service improvements in public transportation; and

26. The Funding Partner agrees to appropriate up to a maximum of ninety-three thousand dollars and zero cents (\$93,000) to LYNX for fiscal year 2015 for the provision of public transportation services within the Service Agreement in accordance with this Agreement and to be allocated as follows:

(a) The base operating expenditures funding of \$93,000 shall be for fixed-route bus service, Access LYNX, and other existing services.

(b) The \$93,000 shall be paid by the Funding Partner to LYNX in twelve (12) equal monthly installments by Funding Partner’s designated representative and shall be due on the first of each month beginning in October 2014, and payable no later than thirty (30) days after the due date. The first such payment under this Agreement shall be made no sooner than October 1, 2014 or the execution date of this Agreement. Notwithstanding the foregoing, in the event LYNX fails to submit the required quarterly reports or fails to comply with any material terms of this Agreement, the Funding Partner reserves the right to withhold the monthly payment pursuant to Section 3, of this Agreement.

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

THIS SERVICE FUNDING AGREEMENT (“Agreement”) is made and entered into by and between **ORANGE COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida, whose principal address is Post Office Box 1393, Orlando, Florida 32802-1393 (hereinafter the “**Funding Partner**” or “**County**”), and the **CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY**, a body politic and corporate created pursuant to Part II, Chapter 343, Florida Statutes, whose principal address is 455 North Garland Avenue, Orlando, Florida 32801 (hereinafter “**LYNX**”).

WITNESSETH

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

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

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

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

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

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

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

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

WHEREAS, the Funding Partner and LYNX entered into an Interlocal Agreement for Public Transit Services dated as of August 19, 2014 (the “**Prior Fiscal Year Funding**”

Agreement”) pursuant to which the Funding Partner agreed to appropriate funds to LYNX for fiscal year from October 1, 2013 to September 30, 2014 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, 2014; and

WHEREAS, the Funding Partner has budgeted funds for the fiscal year beginning on October 1, 2014 and ending on September 30, 2015 (“**Fiscal Year**”) to support LYNX’s Public Transportation services for such fiscal year; and

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

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

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

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

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

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

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

“**Appropriated Amount**” means the amount to be paid to LYNX by the Funding Partner for the Current Fiscal Year in consideration of the Public Transportation to be provided by LYNX hereunder, as set forth in paragraph 3 hereof.

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

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

“**Demand Response Service**” or “**NeighborLink**” means service provided in response to passenger requests made in advance to LYNX, which then dispatches a vehicle to pick up the passengers and transport them to their destinations or to a fixed-route transfer point within a designated demand response service area.

“**Fiscal Year**” or “**Current Fiscal Year**” means the twelve (12) month period commencing October 1, 2014 and ending the following September 30, 2015.

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

“**FDOT**” means the Florida Department of Transportation.

“**FTA**” means the Federal Transit Association.

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

“**Next Fiscal Year**” means the twelve (12) month period immediately following the Current Fiscal Year, and is the period commencing October 1, 2015 and ending the following September 30, 2016.

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

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

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

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

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

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

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

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

3. **Funding Partner Obligations.**

(a) **Current Fiscal Year.**

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

(ii) The Appropriated Amount shall be paid by the Funding Partner to LYNX in twelve (12) equal monthly installments, with each installment being due on the first day of each month. The first installment payment shall be due upon the later of (x) October 1, 2014 or (y) thirty (30) days after the execution date of this Agreement; and any other installment payments which would be due prior to the execution date of this Agreement shall also be paid within thirty (30) days after the execution date of this Agreement.

(b) **Next Fiscal Year.**

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

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

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

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

(v) The amount to be paid under this subparagraph (b) above (whether the New Appropriated Amount under clauses (ii) or (iii) or the Appropriated Amount

under clause (iv)), shall be paid in equal monthly installments (the “**Post-Termination Payment**”) due on the first day of each month commencing October 1, 2014 until the earliest to occur of the following: (i) LYNX and the Funding Partner reach a written agreement setting forth a different appropriation for the Next Fiscal Year; (ii) one hundred twenty (120) days following that date that the Funding Partner, through action taken by its governing board, notifies LYNX in writing that it wishes to terminate this Agreement and no longer receive from LYNX the Public Transportation services provided herein; or (iii) the date that LYNX actually discontinues the Public Transportation services to the Funding Partner.

(c) The procedure set forth in subparagraph 3(b) will continue until such time as the Funding Partner and LYNX have executed a new form of funding agreement for the Current Fiscal Year, at which time this Agreement and specifically the provisions of this subparagraph 3(b) will no longer be applicable. If LYNX and the Funding Partner fail to reach and execute such a new funding agreement setting forth an appropriation for the Next Fiscal Year by December 31, 2015, then LYNX may, within its discretion, reduce, eliminate or discontinue the provision of Public Transportation services to the Funding Partner immediately upon providing the Funding Partner with written notice of same. If, as a result of subparagraph 3(b), the Funding Partner makes any payments to LYNX for the Next Fiscal Year, then, in that event, the parties will reconcile the difference between the amount that was paid and the amount that has been agreed upon for the Next Fiscal Year in the first month following the execution of the written agreement setting forth an appropriation for the Next Fiscal Year.

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

4. **LYNX Obligations.**

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

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

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

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

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

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

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

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

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

7. **Termination of Agreement.**

(a) **For Cause.** If LYNX or the Funding Partner (the "**Breaching Party**") fails to fulfill any material covenant, term or condition of this Agreement, the other party (the "**Non-Breaching Party**") shall give the Breaching Party written notice of such failure or violation. If such failure or violation is not cured within thirty (30) days from the date on which the Breaching Party receives such notice, the Non-Breaching Party may terminate this Agreement, which shall be effective upon thirty (30) days following the Breaching Party's receipt of a written notice from the Non-Breaching Party to that effect or such later date as specified in the notice. In the event the Funding Partner is the Breaching Party, the Funding Partner will nonetheless continue to pay to LYNX for any fixed route service furnished by LYNX up to the actual date that LYNX terminates said fixed route service, taking into account the policies and procedures to be followed by LYNX to terminate bus service generally (but not to exceed one hundred twenty (120) days).

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

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

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

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

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

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

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

13. **Remedies.** No remedy herein conferred upon any part is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity

or by statute or otherwise. No single or partial exercise by any party of any rights, power, or remedy hereunder shall preclude any other or further exercise thereof.

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

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

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

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

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

As to Funding Partner: Orange County
P.O. Box 1393
Orlando, Florida 32802-1393
Attn: Ajit Lalchandani, County Administrator

With copy to: Orange County Office of Management and Budget
P.O. Box 1393
Orlando, Florida 32802-1393
Attn: Manager, OMB

With copy to: Orange County Office of Regional Mobility
P.O. Box 1393
Orlando, Florida 32802-1393
Attn: Director, Office of Regional Mobility

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

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

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

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

20. **Effective Date.** The effective date of this Agreement shall be the date of its execution by the last party to execute this Agreement. Unless terminated earlier in accordance with Paragraph 7 of this Agreement, this Agreement will terminate on September 30, 2015, except for the provisions of this Agreement which by their terms survive the termination of this Agreement.

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

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

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

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

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

[Signatures appear on following page]

SIGNATURE PAGE FOR FUNDING PARTNER

ATTEST: Martha O. Haynie, County
Comptroller as Clerk to the Board of
County Commissioners

FUNDING PARTNER:

**BOARD OF COUNTY COMMISSIONERS
OF ORANGE COUNTY, FLORIDA**

By: _____
Deputy Clerk

By: _____
Teresa Jacobs, County Mayor

Date: _____

SIGNATURE PAGE FOR LYNX

**CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY**

By: _____

John M. Lewis, Jr.,
Chief Executive Officer

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

Date: _____

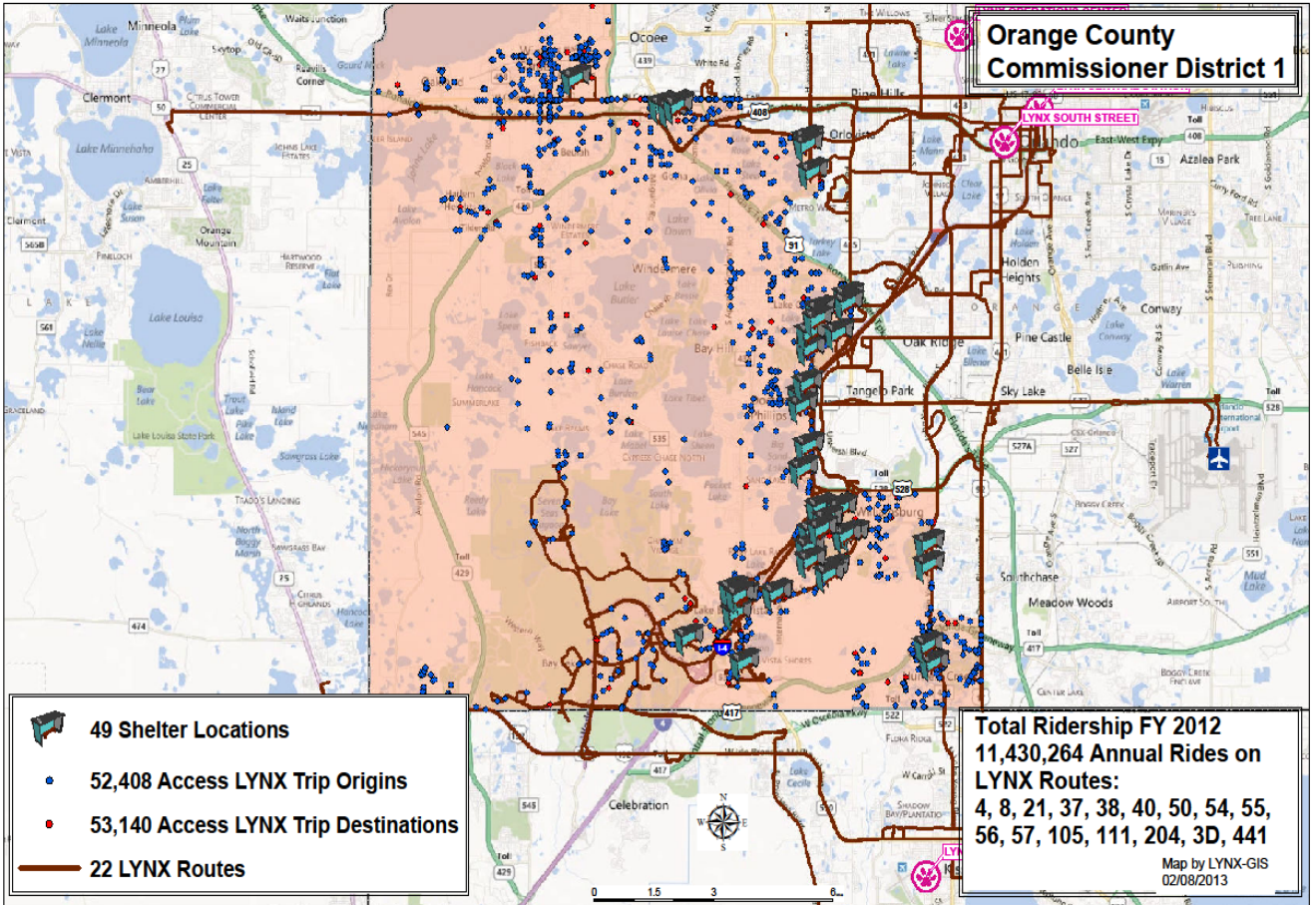
AKERMAN SENTERFITT,
Counsel for LYNX

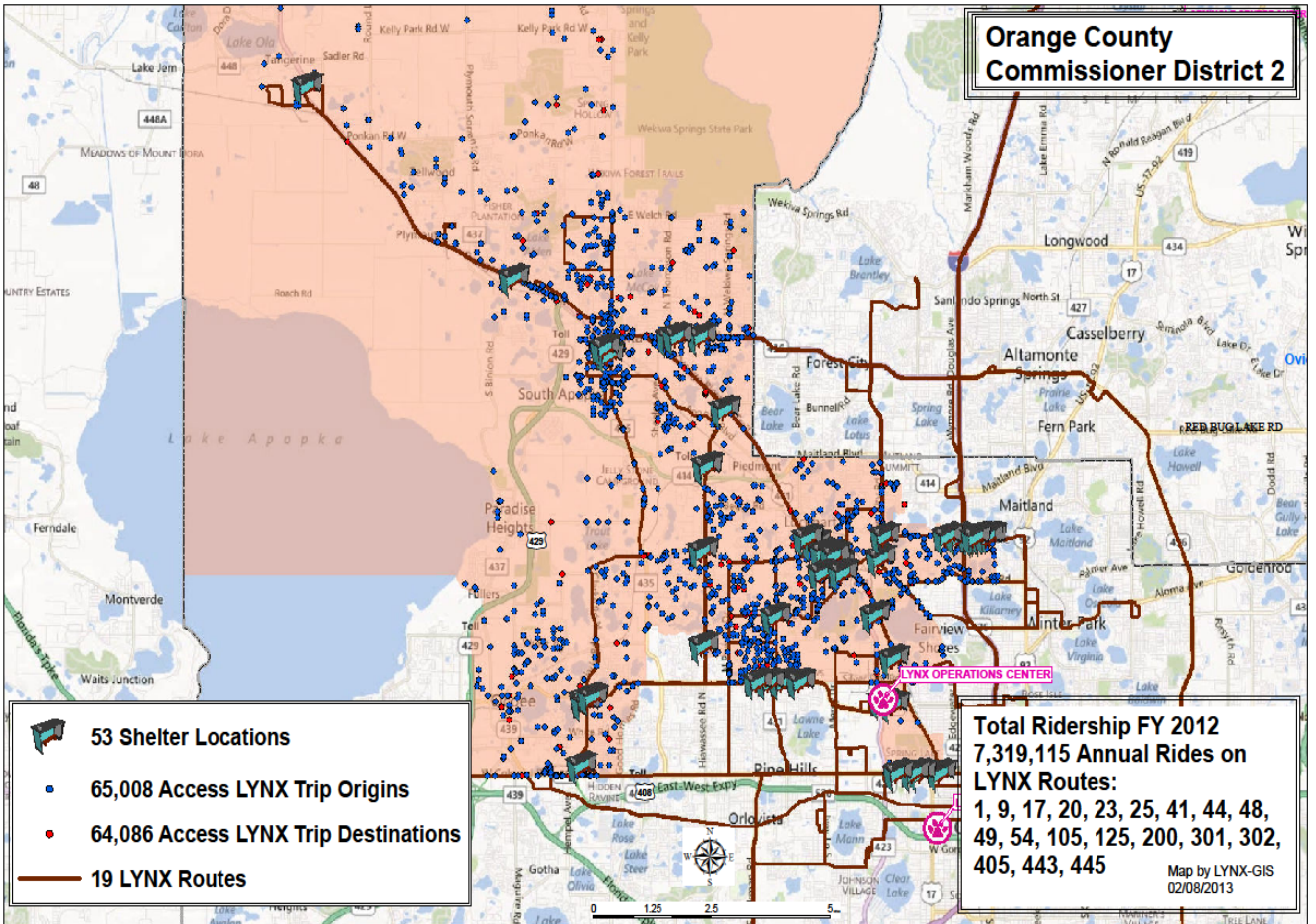
By: _____

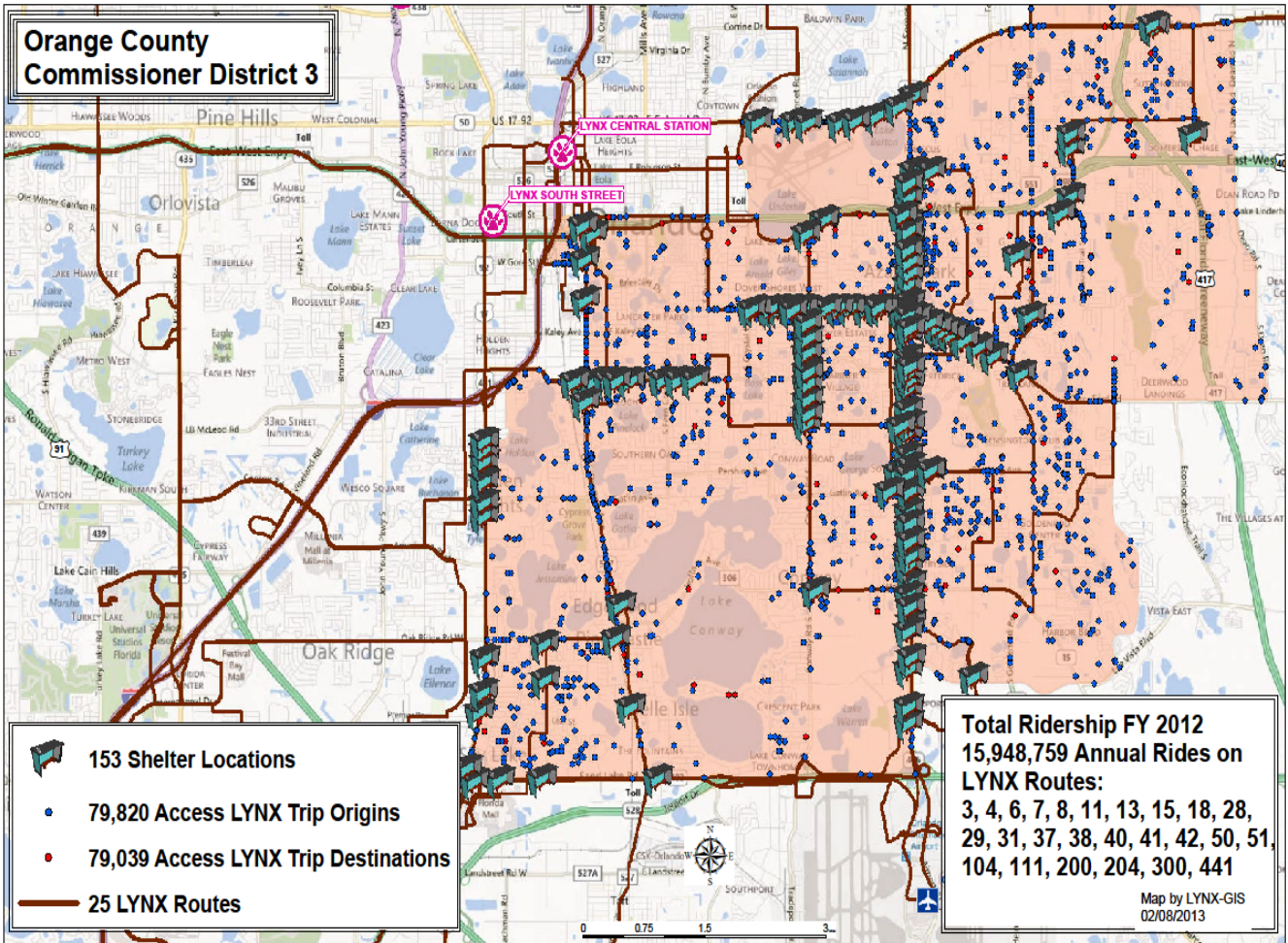
Patrick T. Christiansen, Esq.

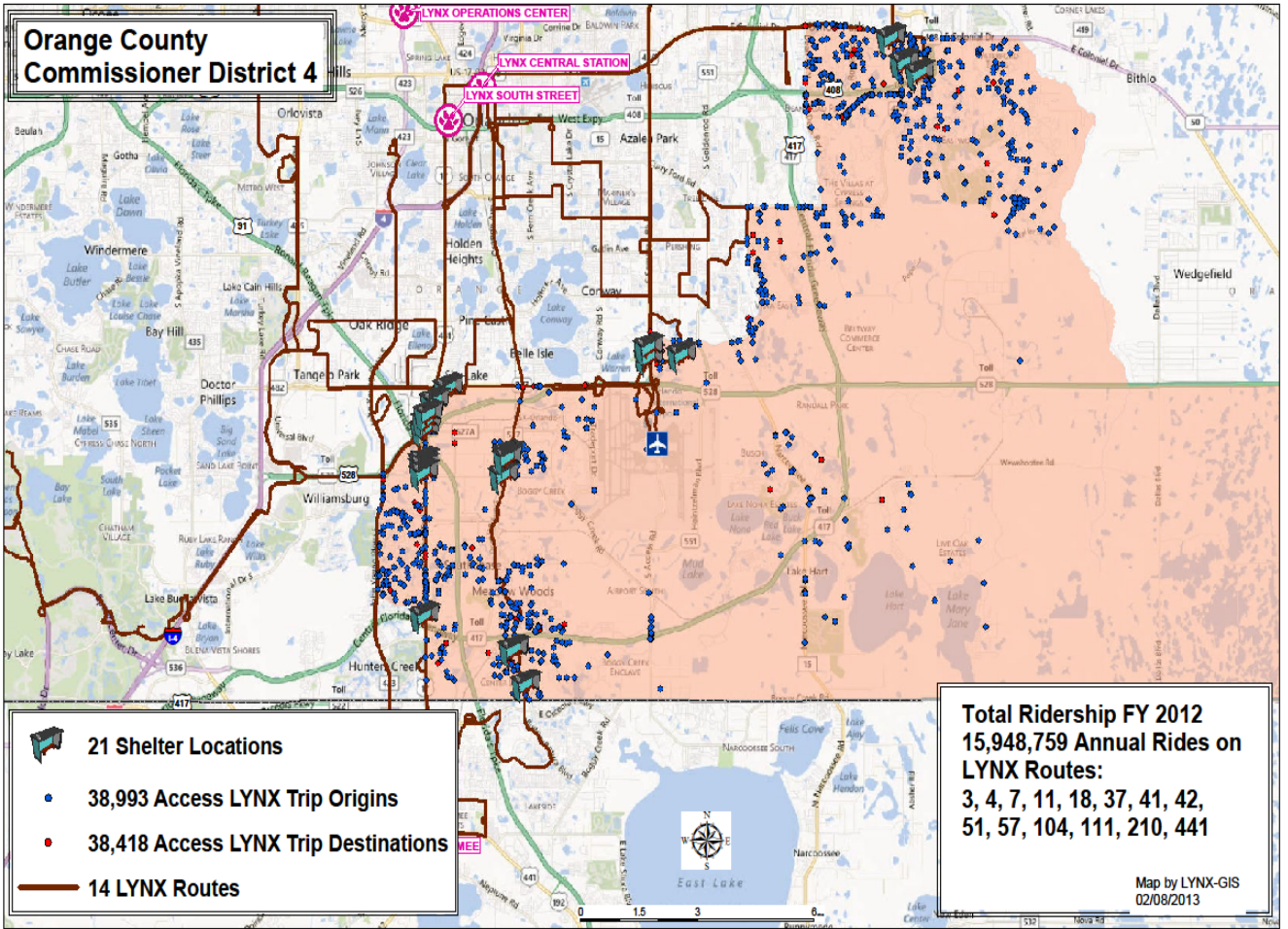
Exhibit "A"

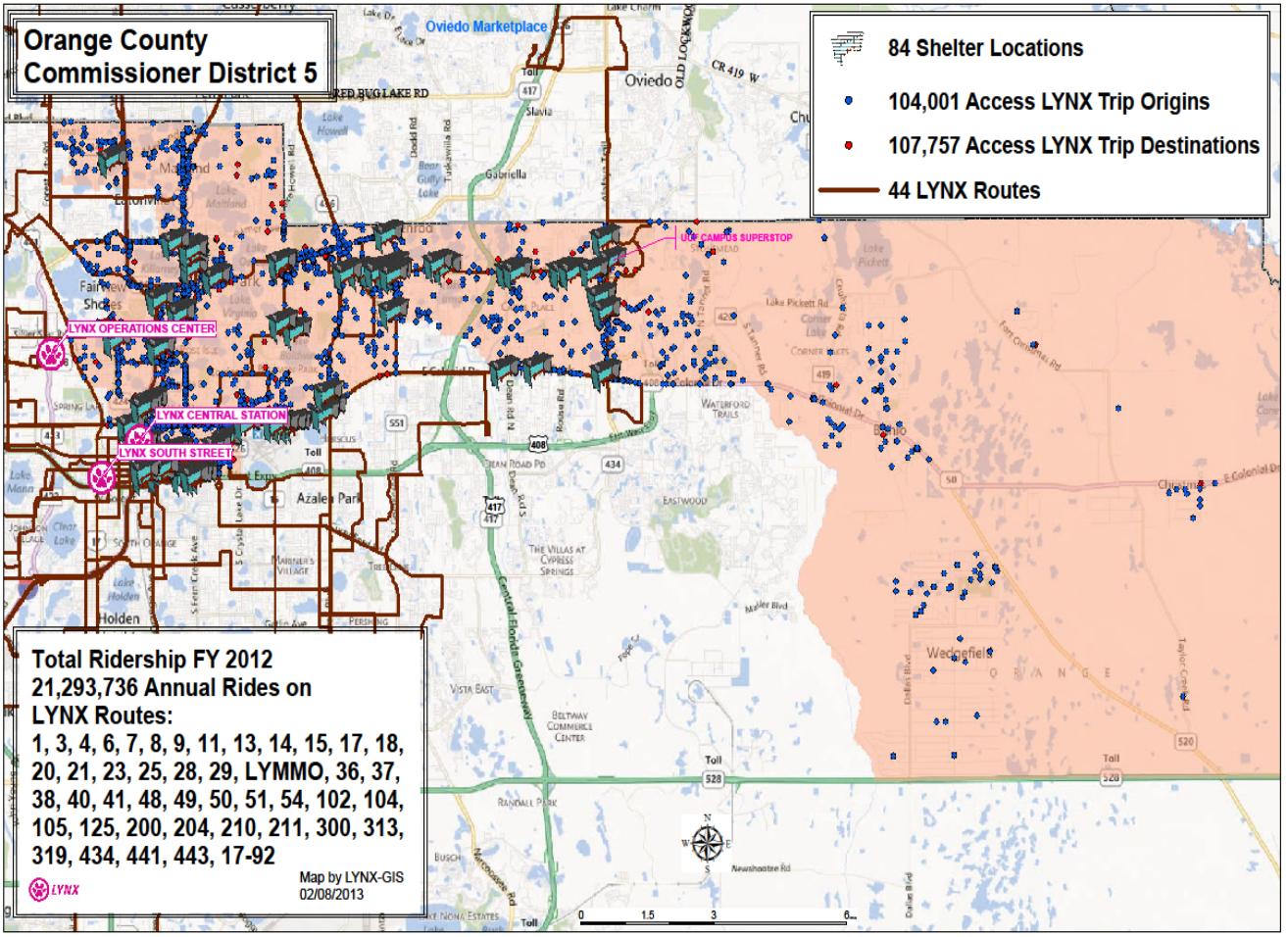
DESCRIPTION OF SERVICE AREA











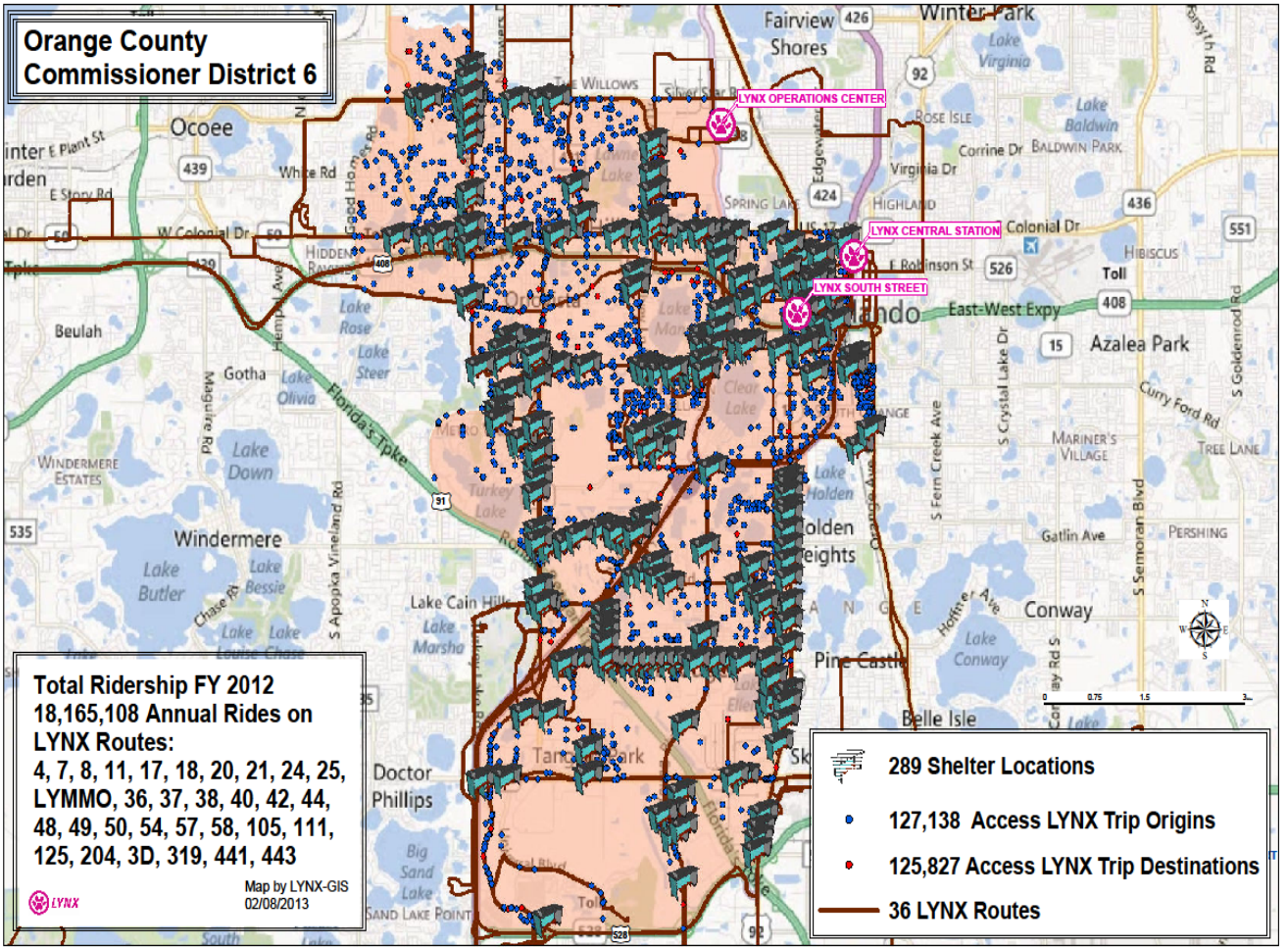


Exhibit "B"

DESCRIPTION OF APPROPRIATED AMOUNT

October 2014 - September 2015 \$40,879,490

FY2015 Billing Schedule:	
October 2014	\$ 3,406,624
November 2014	\$ 3,406,624
December 2014	\$ 3,406,624
January 2015	\$ 3,406,624
February 2015	\$ 3,406,624
March 2015	\$ 3,406,624
April 2015	\$ 3,406,624
May 2015	\$ 3,406,624
June 2015	\$ 3,406,624
July 2015	\$ 3,406,624
August 2015	\$ 3,406,624
September 2015	\$ 3,406,626
Total Annual Funding Request from County	\$40,879,490

ADDENDUM TO AGREEMENT

25. The Funding Partner agrees to appropriate forty million eight hundred seventy-nine thousand four hundred ninety dollars and zero cents (\$40,879,490) to LYNX for fiscal year 2014-2015 for the provision of public transportation services within Orange County in accordance with this Agreement and to be allocated as follows:

(a) The base operating expenditures funding of \$40,879,490 shall be for fixed route bus service, Access LYNX, and other agreed upon services, including, but not limited to:

- (i) Fixed Route Service;
- (ii) Demand Response Service (NeighborLink);
- (iii) Paratransit Service (Access LYNX); and
- (iv) A Meadow Woods Lynx route

26. Service Area means generally unincorporated Orange County, but may include, on a case-by-case basis, municipalities within Orange County, other than the City of Orlando.

27. With respect to the foregoing Agreement, the following provisions are modified:

(a) In regard to Paragraph 3(a)(ii), for each monthly installment, LYNX will invoice the Funding Partner on a monthly basis and said amount shall be paid within thirty (30) days after the receipt by the Funding Partner of said invoice. However, in regard to any monthly installments that remain unpaid prior to the execution of this Agreement, those unpaid monthly installments (for which LYNX will furnish the Funding Partner invoices) will be paid within thirty (30) days after the execution date of the Agreement.

(b) Clause (iv) in Paragraph 3(b) is hereby deleted and not applicable.

(c) In regard to Clause (v) of Paragraph 3(b):

(i) The phrase "...Appropriated Amount under clause (iv)" is hereby deleted and not applicable.

(ii) The term of "one hundred twenty (120) days" in clause (ii) is hereby amended to read "ninety (90) days".

(d) In regard to the payment to be made of the Post Termination Payment, said payments will be made based upon invoicing by LYNX and said Post-Termination Payment will be made by the Funding Partner within thirty (30) days after its receipt of the invoice from LYNX.

28. Attached hereto as **Exhibit “C”** is a schedule listing:

(i) All of LYNX’s Funding Partners;

(ii) The amount of funding required of each Funding Partner by the model used by LYNX to determine what each Funding Partner should contribute for fiscal year 2013-2014 (the “LYNX Funding Model”); and

(iii) The amount each Funding Partner actually budgeted in fiscal year 2014-2015 to contribute for the services contemplated in the LYNX Funding Model.

A copy of the attached Exhibit will be sent to each Funding Partner.

29. The schedule attached as **Exhibit “C”** shall be updated quarterly by listing the amount each funding partner has paid to LYNX to date, and the updated schedule shall be included as a part of each quarterly report that LYNX submits to each Funding Partner pursuant to section 4 (b).

Exhibit "C"

SCHEDULE LISTING OF LYNX FUNDING PARTNERS

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

THIS SERVICE FUNDING AGREEMENT (“**Agreement**”) is made and entered into by and between **OSCEOLA COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida, whose principal address is 1 Courthouse Square, Kissimmee, Florida 34741 (hereinafter the “**Funding Partner**” or “**County**”), and the **CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY**, a body politic and corporate created pursuant to Part II, Chapter 343, Florida Statutes, whose principal address is 455 North Garland Avenue, Orlando, Florida 32801 (hereinafter “**LYNX**”).

WITNESSETH

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

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

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

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

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

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

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

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

WHEREAS, the Funding Partner and LYNX entered into an Interlocal Agreement for Public Transit Services dated as of February 20, 2014 (the “**Prior Fiscal Year Funding Agreement**”) pursuant to which the Funding Partner agreed to appropriate funds to LYNX for

fiscal year from October 1, 2013 to September 30, 2014 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, 2014; and

WHEREAS, the Funding Partner has budgeted funds for the fiscal year beginning on October 1, 2014 and ending on September 30, 2015 (“**Fiscal Year**”) to support LYNX’s Public Transportation services for such fiscal year; and

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

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

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

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

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

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

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

“**Appropriated Amount**” means the amount to be paid to LYNX by the Funding Partner for the Current Fiscal Year in consideration of the Public Transportation to be provided by LYNX hereunder, as set forth in paragraph 3 hereof.

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

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

“**Fiscal Year**” or “**Current Fiscal Year**” means the twelve (12) month period commencing October 1, 2014 and ending the following September 30, 2015.

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

“**FDOT**” means the Florida Department of Transportation.

“**FTA**” means the Federal Transit Association.

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

“**Next Fiscal Year**” means the twelve (12) month period immediately following the Current Fiscal Year, and is the period commencing October 1, 2015 and ending the following September 30, 2016.

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

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

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

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

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

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

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

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

2. **Funding Partner Obligations.**

(a) **Current Fiscal Year.**

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

(ii) The Appropriated Amount shall be paid by the Funding Partner to LYNX in twelve (12) equal monthly installments, with each installment being due on the first day of each month. The first installment payment shall be due upon the later of (x) October 1, 2014 or (y) thirty (30) days after the execution date of this Agreement; and any other installment payments which would be due prior to the execution date of this Agreement shall also be paid within thirty (30) days after the execution date of this Agreement.

(b) **Next Fiscal Year.**

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

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

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

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

(v) The amount to be paid under this subparagraph (b) above (whether the New Appropriated Amount under clauses (ii) or (iii) or the Appropriated Amount under clause (iv)), shall be paid in equal monthly installments (the “**Post-Termination Payment**”) due on the first day of each month commencing October 1, 2014 until the earliest to occur of the following: (i) LYNX and the Funding Partner reach a written agreement setting forth a different appropriation for the Next Fiscal Year; (ii) one hundred twenty (120) days following that date that the Funding Partner, through action taken by its governing board, notifies LYNX in writing that it wishes to terminate this Agreement and no longer receive from LYNX the Public Transportation services

provided herein; or (iii) the date that LYNX actually discontinues the Public Transportation services to the Funding Partner.

(c) The procedure set forth in this subparagraph (b) will continue until such time as the Funding Partner and LYNX have executed a new form of funding agreement for the Current Fiscal Year, at which time this Agreement and specifically the provisions of this subparagraph 3(b) will no longer be applicable. If LYNX and the Funding Partner fail to reach and execute such a new funding agreement setting forth an appropriation for the Next Fiscal Year by December 31, 2015, then LYNX may, within its discretion, reduce, eliminate or discontinue the provision of Public Transportation services to the Funding Partner immediately upon providing the Funding Partner with written notice of same. If, as a result of subparagraph 3(b), the Funding Partner makes any payments to LYNX for the Next Fiscal Year, then, in that event, the parties will reconcile the difference between the amount that was paid and the amount that has been agreed to be appropriated for the Next Fiscal Year in the first month following the execution of the written agreement setting forth an appropriation for the Next Fiscal Year.

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

3. **LYNX Obligations.**

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

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

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

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

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

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

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

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

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

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

6. **Termination of Agreement.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

As to Funding Partner: Osceola County
1 Courthouse Square, Suite 4700
Kissimmee, Florida 34741
Attn: Don Fisher, County Manager

With copy to: Osceola County
1 Courthouse Square, Suite 4200
Kissimmee, Florida 34741
Attn: County Attorney

With copy to: Osceola County
1 Courthouse Square, Suite 1100
Kissimmee, Florida 34741
Attn: Transportation Planning

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

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

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

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

19. **Effective Date.** The effective date of this Agreement shall be the date of its execution by the last party to execute this Agreement. Unless terminated earlier in accordance with Paragraph 7 of this Agreement, this Agreement will terminate on September 30, 2015, except for the provisions of this Agreement which by their terms survive the termination of this Agreement and is effective.

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

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

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

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

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

[Signatures appear on following page]

SIGNATURE PAGE FOR FUNDING PARTNER

ATTEST:

By: _____
Clerk to the Board of County
Commissioners of Osceola County,
Florida

For the use and reliance of Osceola County
only. Approved as to form and legal
sufficiency.

County Attorney

FUNDING PARTNER:

BOARD OF COUNTY COMMISSIONERS
OF OSCEOLA COUNTY, FLORIDA

By: _____
Don Fisher
County Manager

Date: _____

As authorized for execution by the Board of
County Commissioners at their _____,
2014 regular meeting.

SIGNATURE PAGE FOR LYNX

CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY

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

By: _____

John M. Lewis, Jr.
Chief Executive Officer

Date: _____

AKERMAN SENTERFITT,
Counsel for LYNX

By: _____

Patrick T. Christiansen, Esq.

Exhibit "A"

DESCRIPTION OF SERVICE AREA

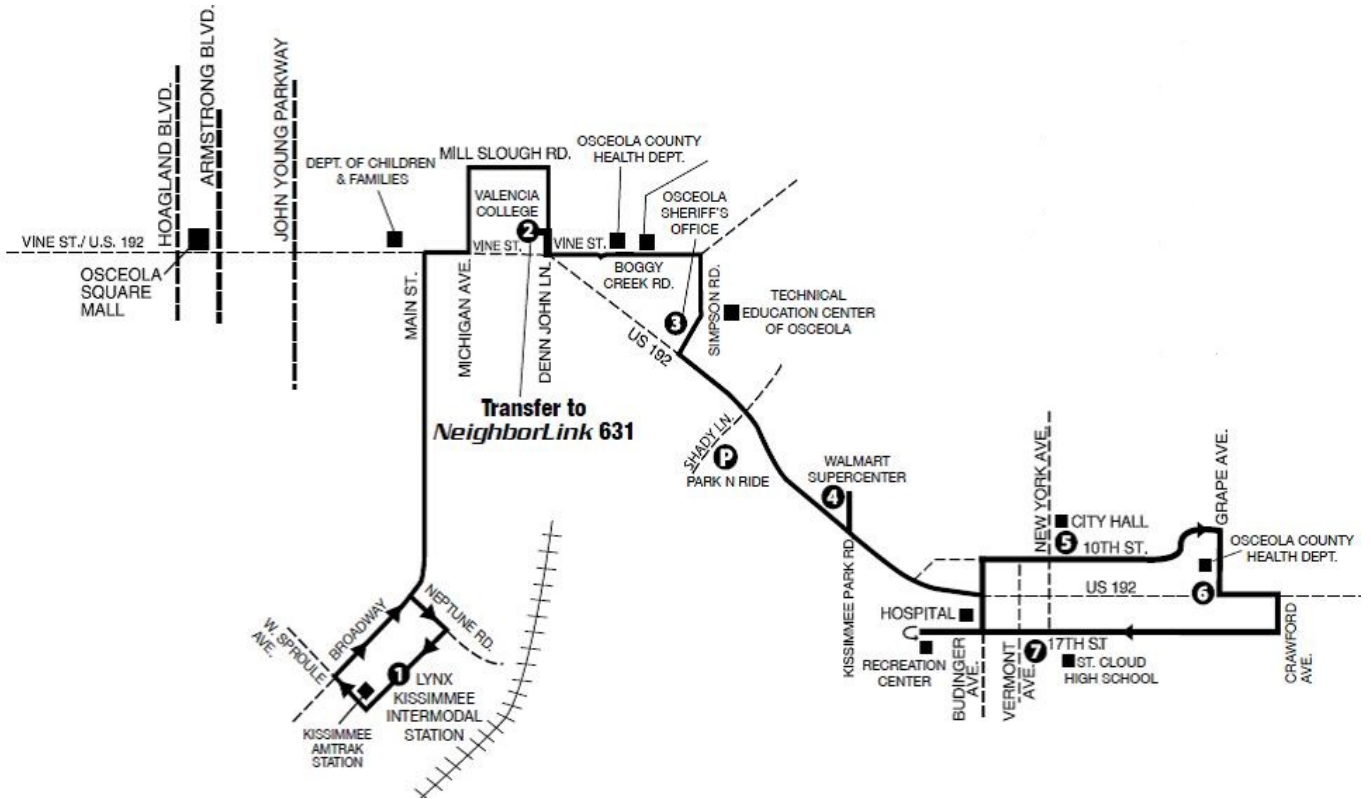
Link 108 South US 441/Kissimmee

Serving: Florida Mall, Gatorland Zoo, Florida Hospital- Kissimmee, LYNX Kissimmee Intermodal Station



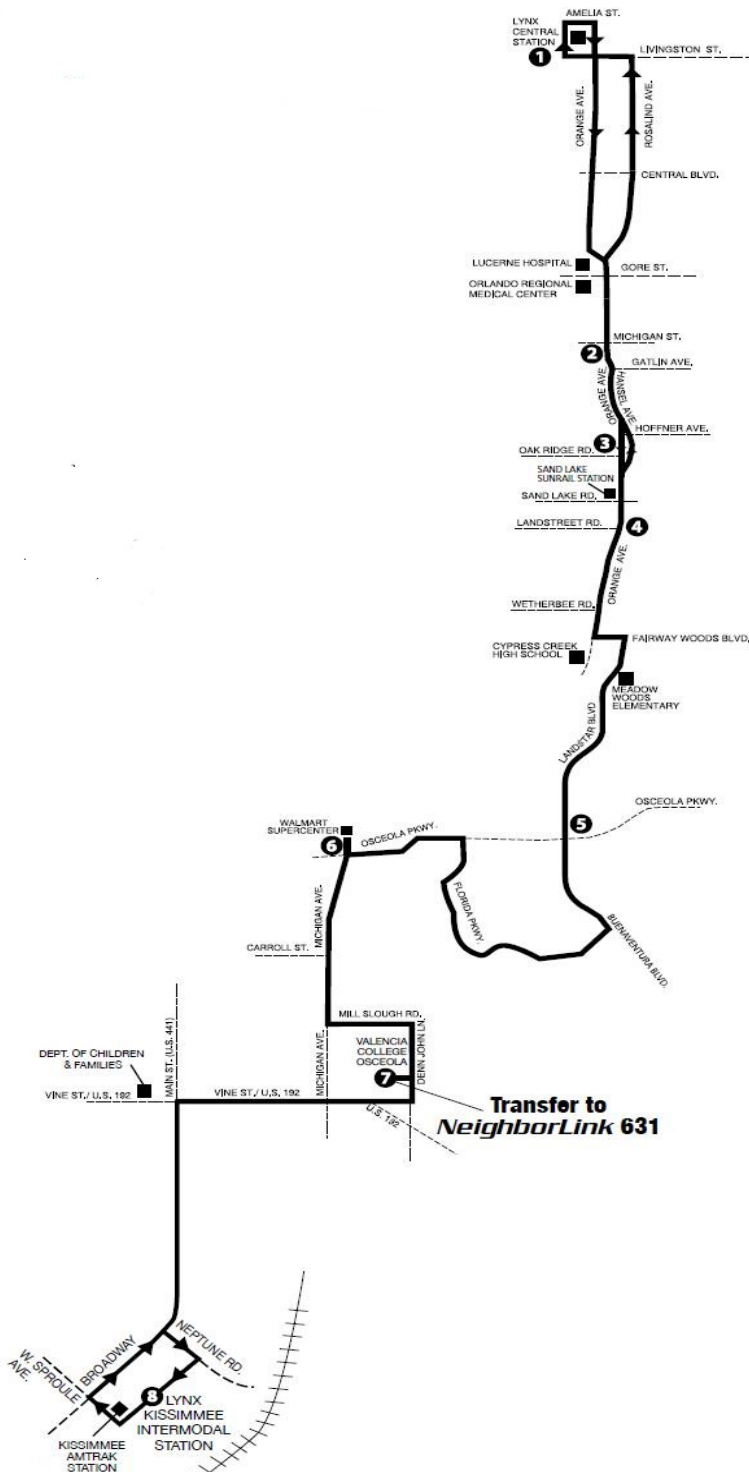
Link 10 E. US 192/St. Cloud

Serving: LYNX Kissimmee Intermodal Station, Dept. of Children & Families, Mill Creek, Valencia College- Osceola, Osceola County Health Department- Kissimmee, Center for Women & Family Health, Technical Education Center of Osceola, Osceola Sheriff's Office, St. Cloud Walmart Supercenter, St. Cloud City Hall, Osceola County Health Department- St. Cloud, St. Cloud High School, Orlando Health- St. Cloud, St. Cloud Recreation Center, and NeighborLink 631



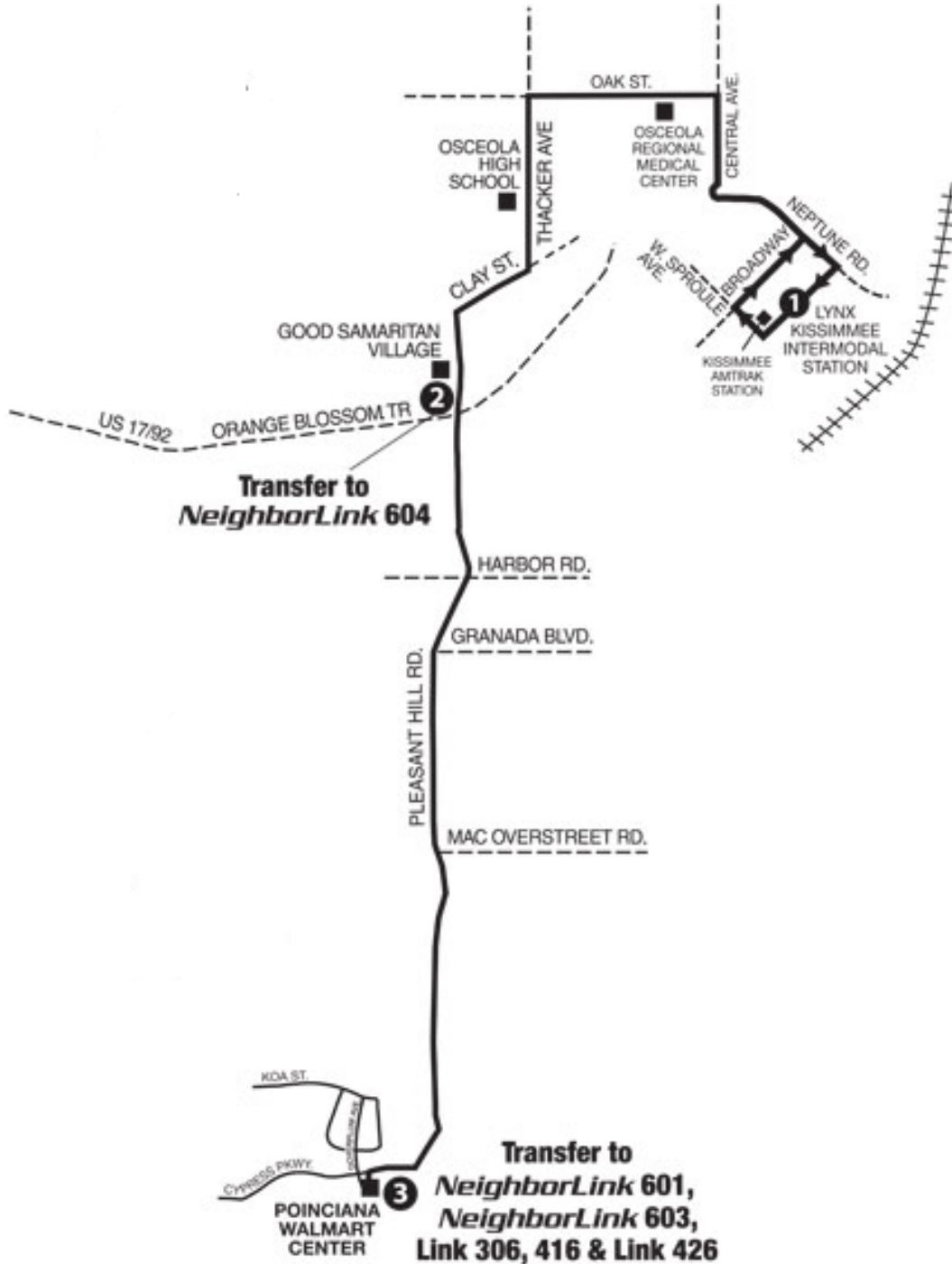
Link 18 S. Orange Ave./Kissimmee

Serving: LYNX Central Station, NeighborLink 631, Lucerne Hospital, Orlando Regional Medical Center, Pine Castle, Taft, Meadow Woods, Cypress Creek High School, Valencia College Osceola, Vine Street, LYNX Kissimmee Intermodal Station, Sand Lake SunRail Station, and Xpress Link 208



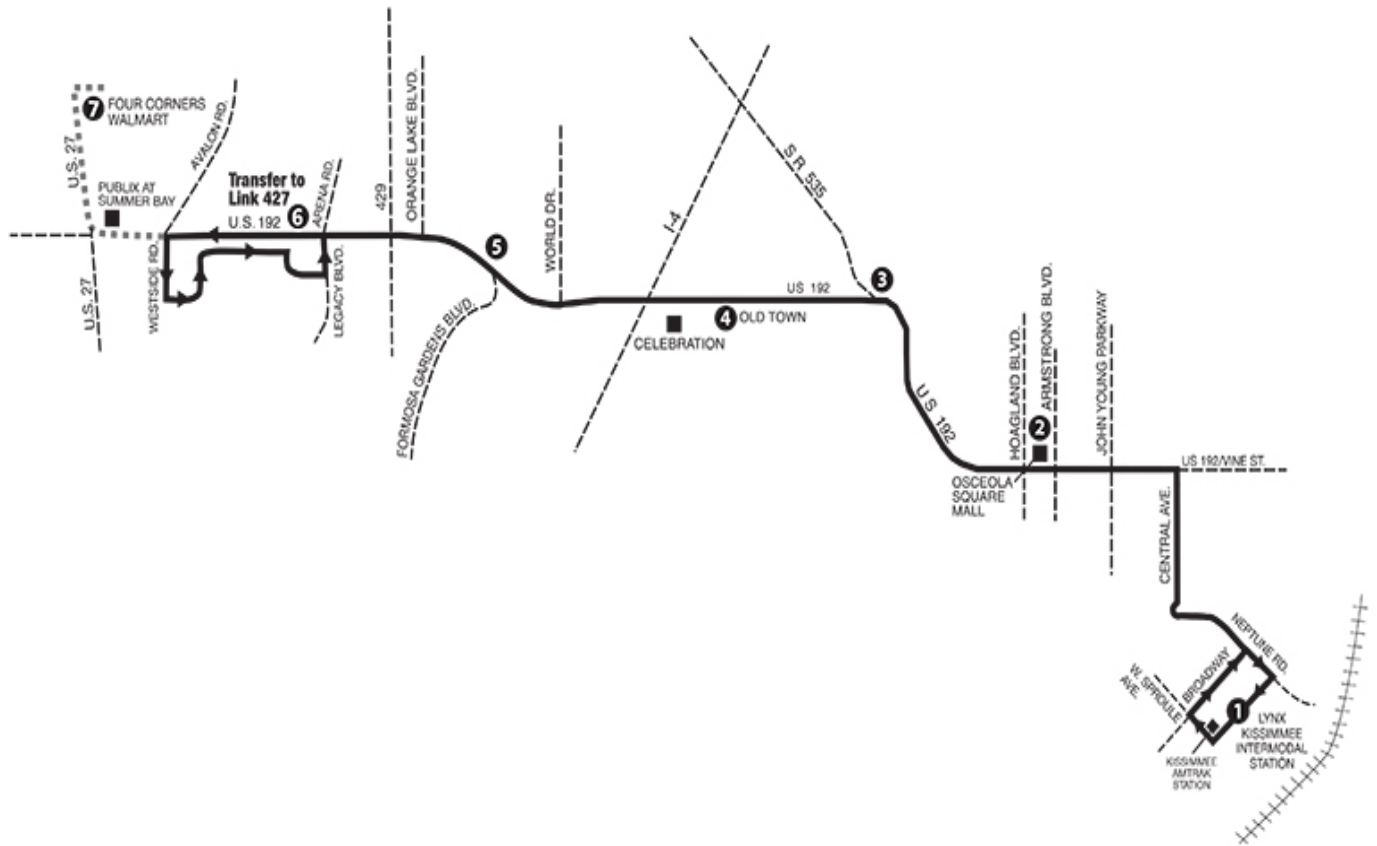
Link 26 Pleasant Hill Road/Poinciana

Serving: LYNX Kissimmee Intermodal Station, Osceola Regional Medical Center, Thacker Ave., Osceola High School, Good Samaritan Village, NeighborLink 601, NeighborLink 603, NeighborLink 604 and Walmart Poinciana



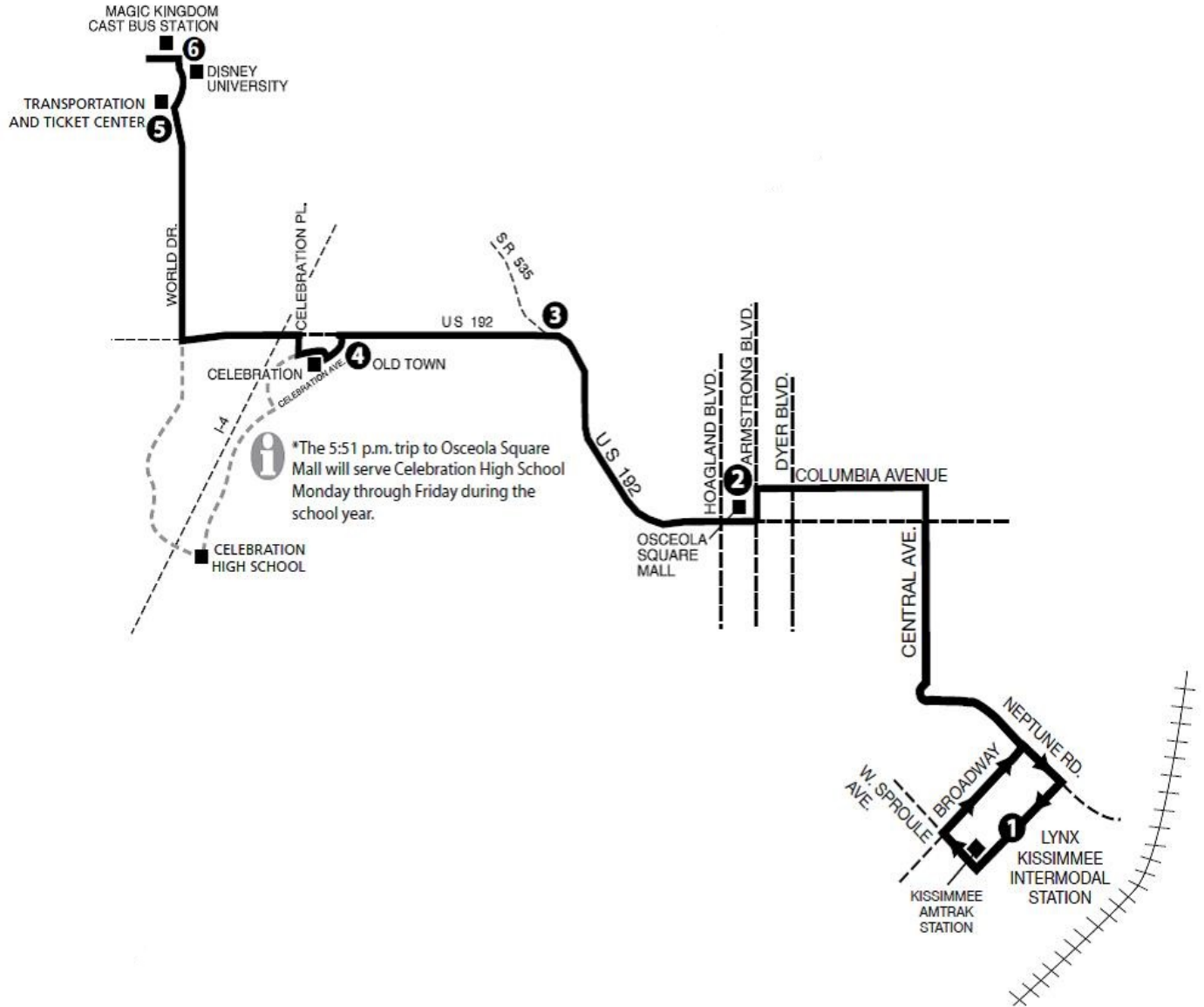
Link 55 w. US 192/Crosstown

Serving: LYNX Kissimmee Intermodal Station, Old Town, Celebration, Orange Lake, and Four Corners Walmart



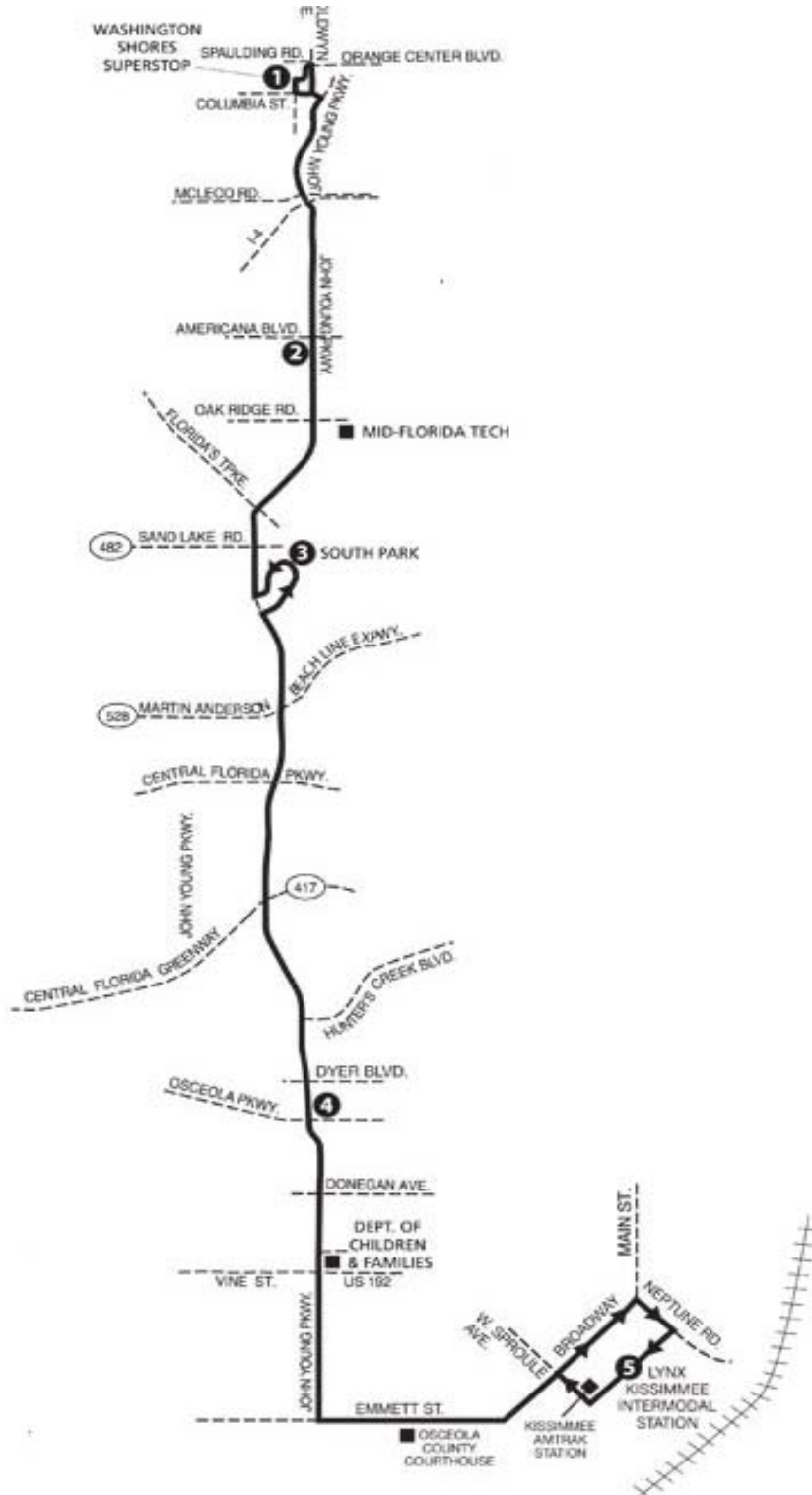
Link 56 w. US 192/ Magic Kingdom

Serving: Osceola Square Mall, Old Town, Celebration, Walt Disney World Resort Transportation & Ticket Center, Magic Kingdom Cast Bus Station, Disney University, and LYNX Intermodal Station



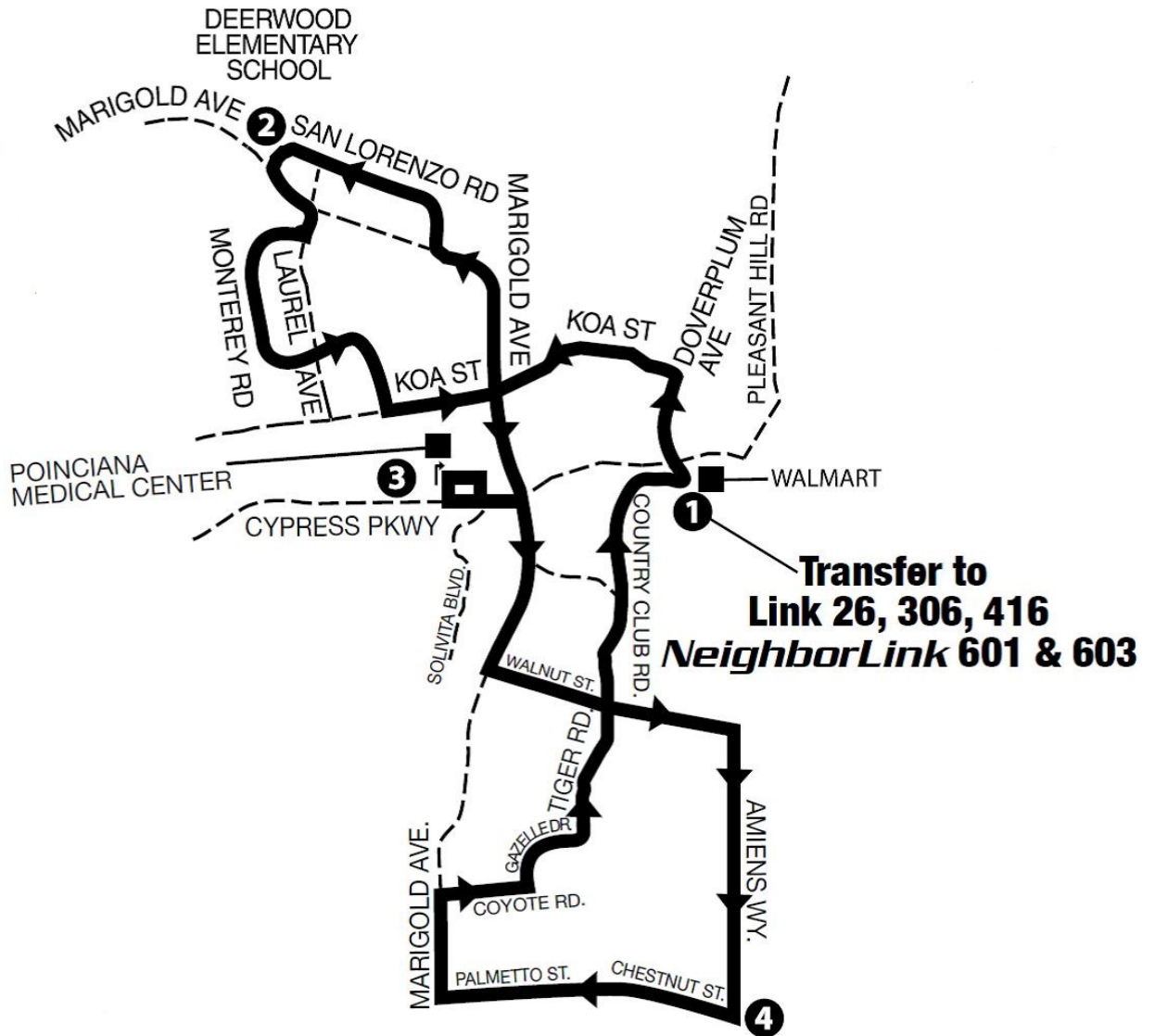
Link 57 John Young Parkway

Serving: Washington Shores SuperStop, Mid Florida Tech, South Park Walmart, Hunter's Creek, LYNX Kissimmee Intermodal Station, and Osceola County Courthouse



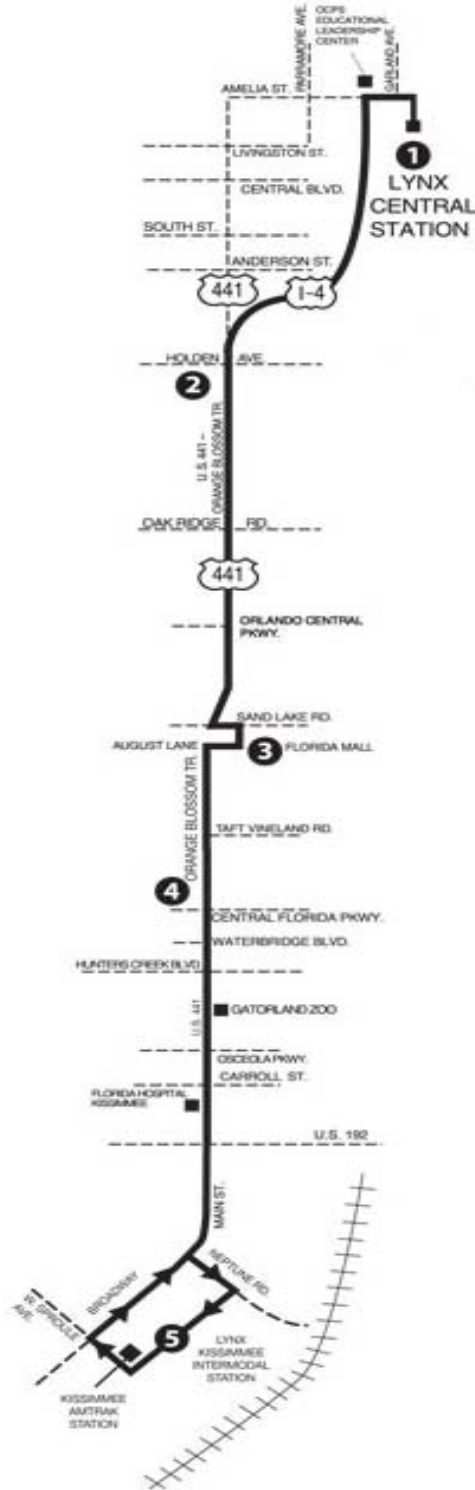
Link 426 Poinciana Circulator

Serving: Poinciana Community Center, Poinciana Medical Center, NeighborLink 601, NeighborLink 603, Walmart, Link 26, Link 306, and Link 416



FastLink 441 Kissimmee/Orlando

Serving: LYNX Central Station, OBT & Holden Ave., Florida Mall, OBT & Central FL Pkwy., Main St. & Vine St., and LYNX Kissimmee Intermodal Station

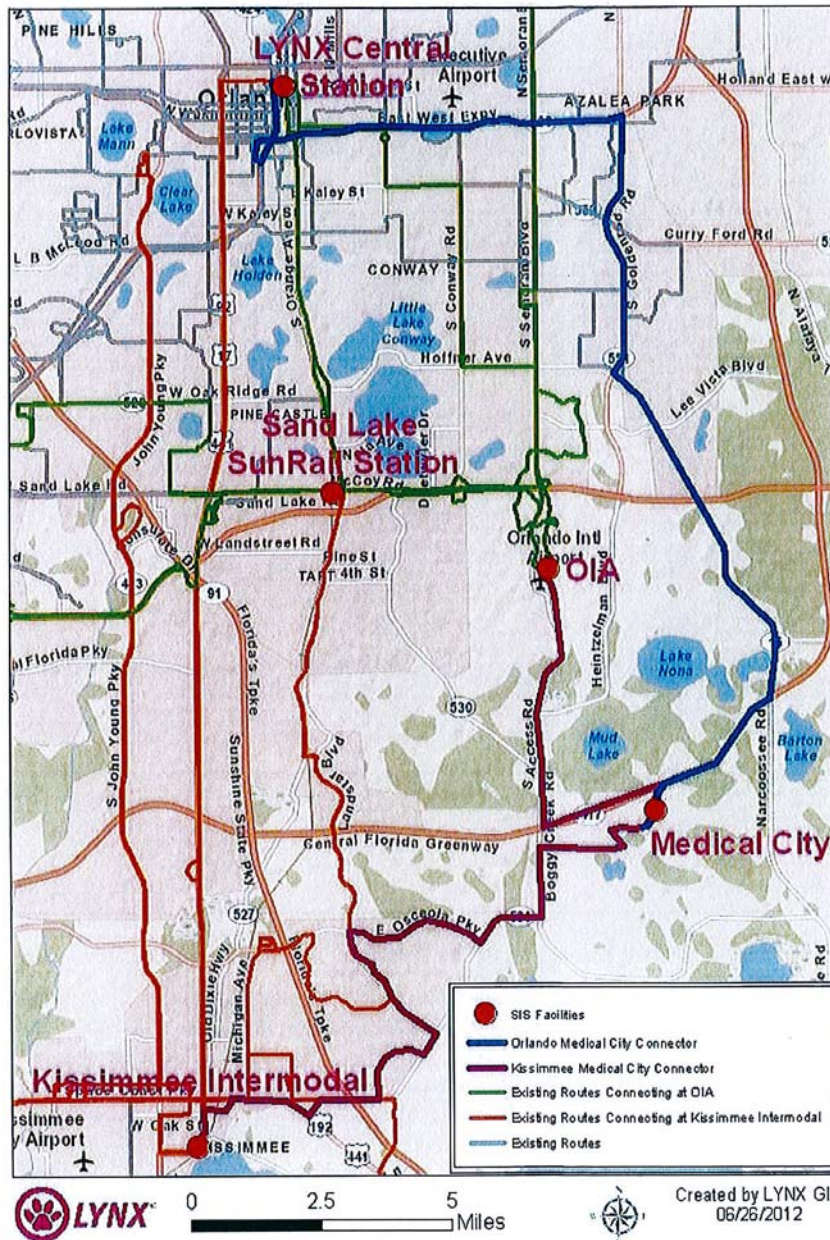


Link 207 Kissimmee/Medical City Connector

Serving: Originating from LYNX Kissimmee Intermodal Center with service to Buenaventura Lakes, Veterans Administration Hospital in Medical City, terminating at the Orlando International Airport

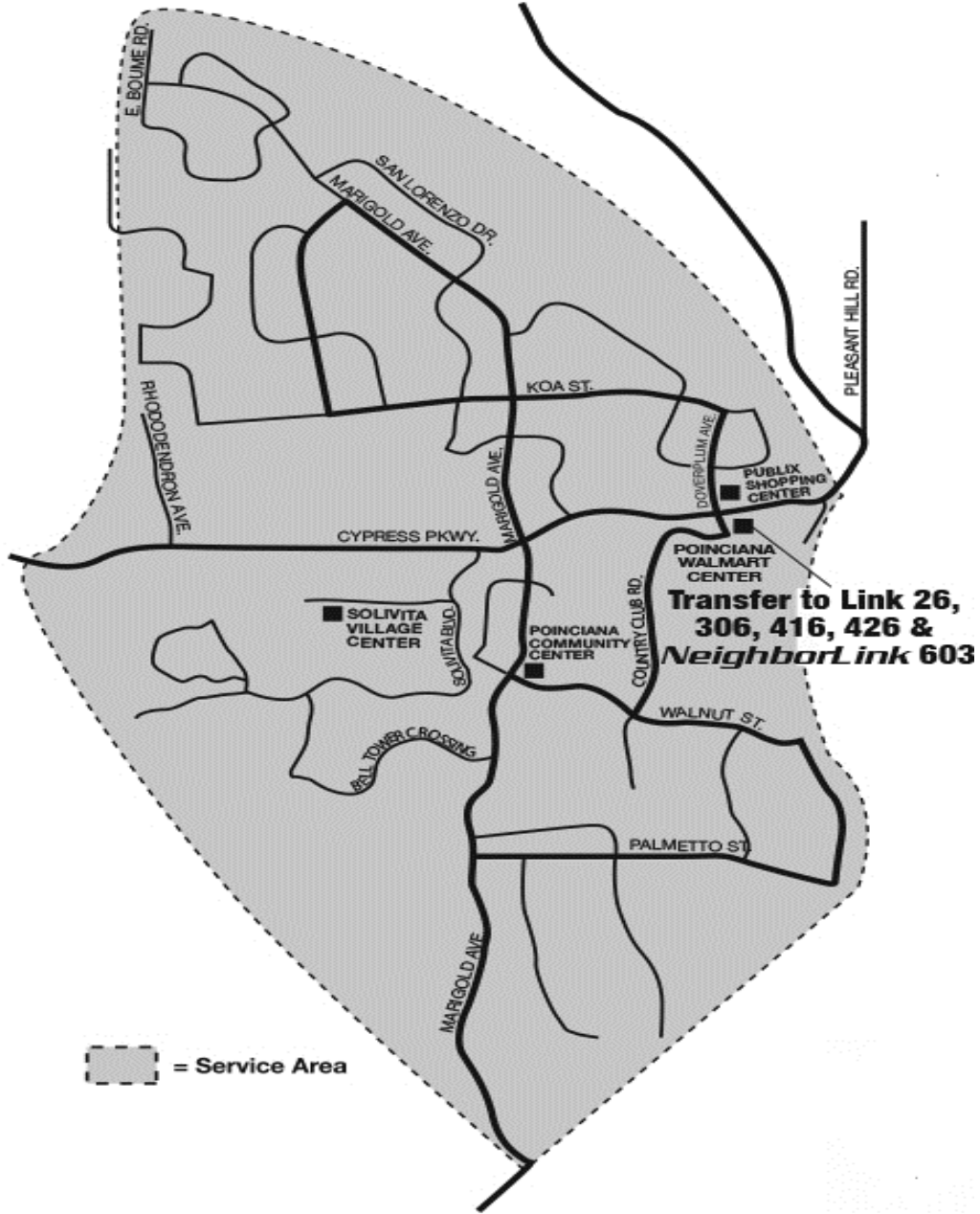
Attachment A

Medical City Connectors



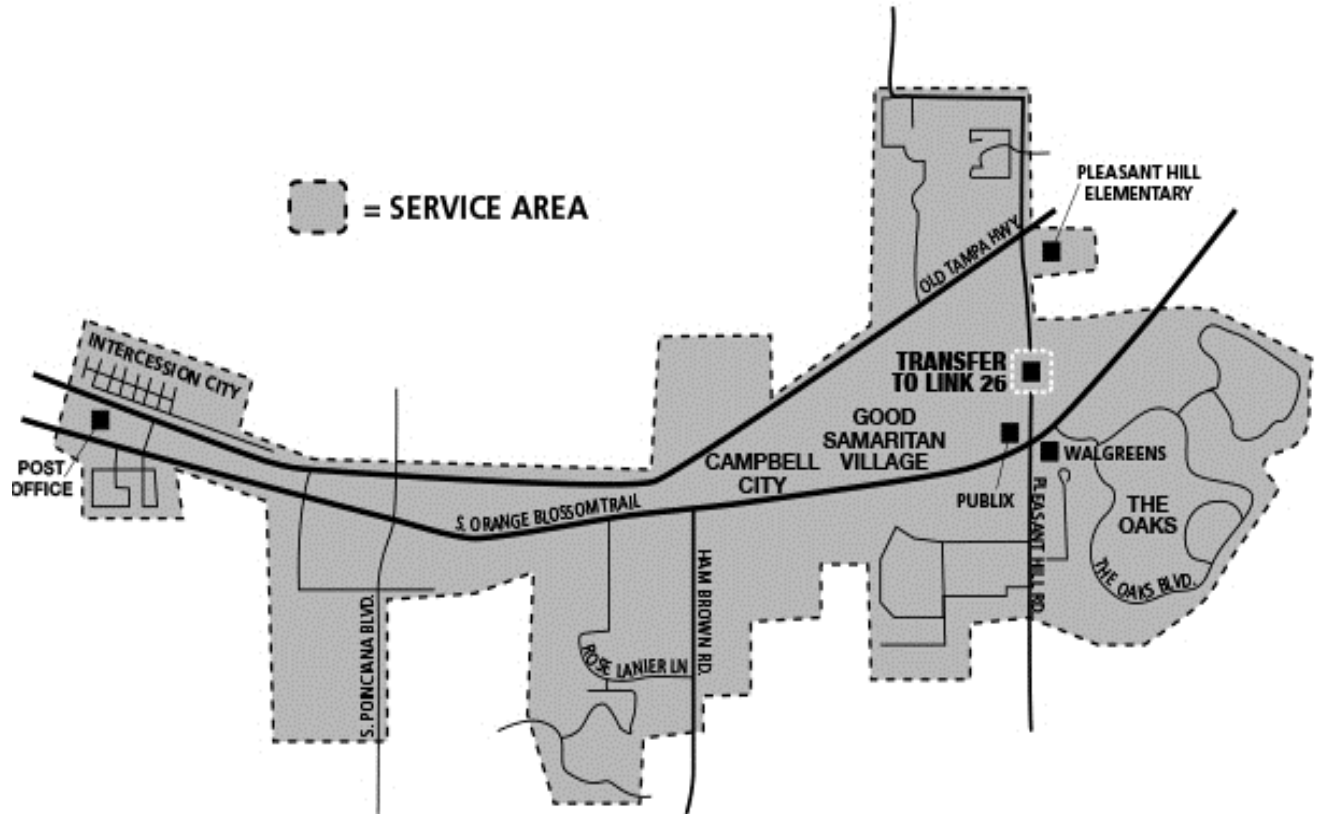
NeighborLink 601 Poinciana

Serving: Link 26, Link 306, Link 416, Link 426, NeighborLink 603, Poinciana Community Center/YMCA, Solivita Village Center, Poinciana Town Center, and Publix Shopping Center



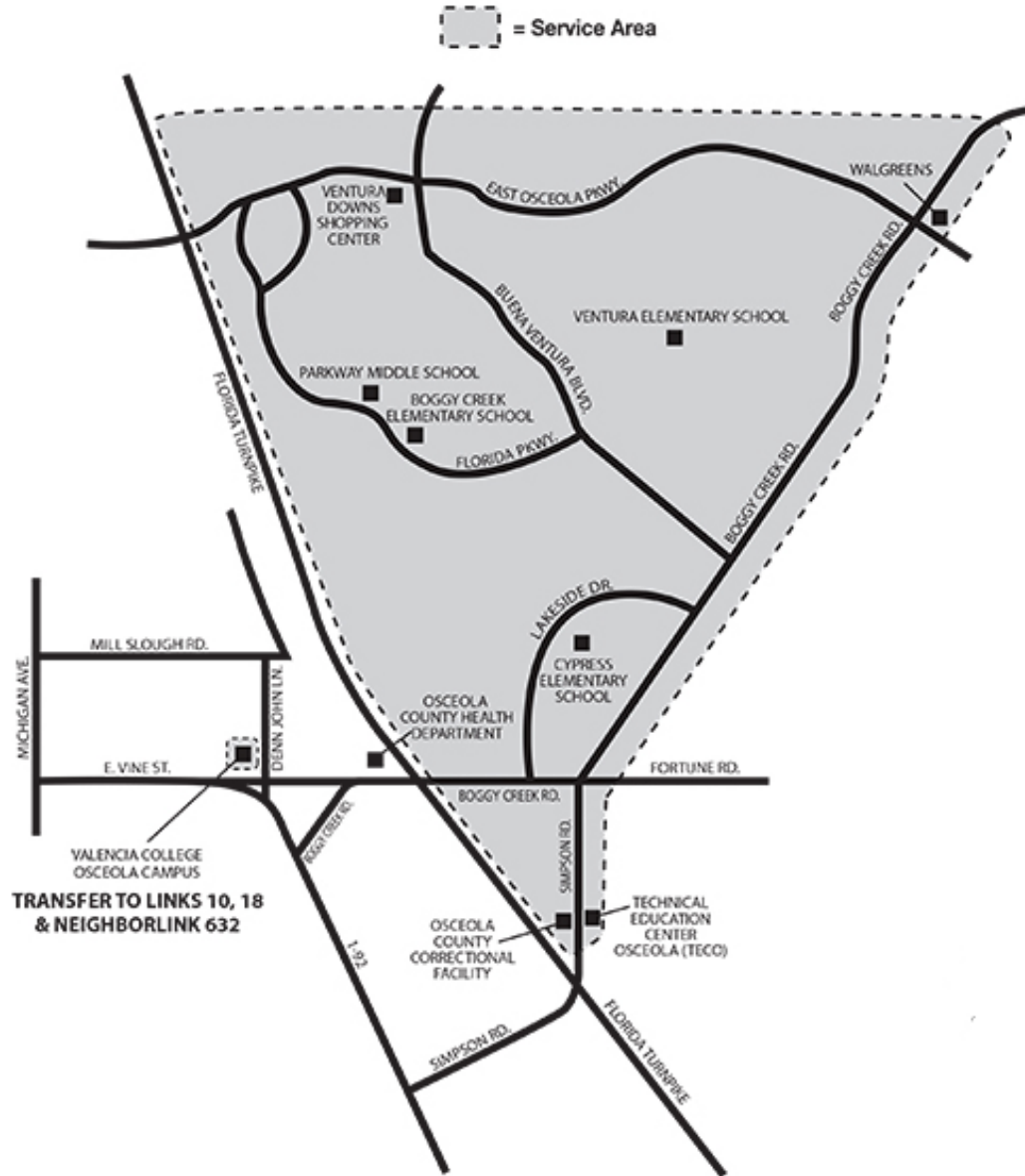
NeighborLink 604 Intercession City/Campbell City

Serving: Intercession City, Campbell City, Southwest Kissimmee, Link 26, Pleasant Hill Commons, Publix Shopping Center, Good Samaritan Village, and The Oaks



NeighborLink 631 Buena Ventura Lakes

Serving: Osceola County Correctional Facility, Technical Education Center Osceola, Valencia College Osceola Campus, Link 10, Link 18, and NeighborLink 632



NeighborLink 632 North Kissimmee

Serving: Florida Hospital Kissimmee, LYNX Kissimmee Intermodal Station, Osceola County Health Department, Park Place Behavioral Healthcare, V.A. Clinic, Valencia College Osceola Campus, Walmart, Links 10,18,26,55,56,57,and 108, FastLink 441, NeighborLink 631, and Xpress Link 208



EXHIBIT "B"

DESCRIPTION OF APPROPRIATED AMOUNT

October through September **\$ 5,527,895**

Exhibit B - Osceola County Transit Service Costs For FY2015	
<i>Net Fixed Route Operating Costs</i>	<i>Cost</i>
Link 108	
Link 10	
Link 18	
Link 26	
Link 426	
Link 55	
Link 56	
FastLink 441	
Link 57	
Link 207 *	
Subtotal:	
<i>NeighborLink (NL) Operating Costs</i>	
NL 601	
NL 604	
NL 631	
NL 632	
Subtotal:	
<i>Paratransit Services Costs:</i>	
American Disability Act (ADA) Funding	
Medicaid	
Transportation Disadvantage (TD) Funding	
Subtotal:	
\$2 Capital Contribution	
Subtotal:	
Total FY2015 Preliminary Funding Request	
Less – Link 207 – Prepaid *	
Funding Requested from County	\$ 5,527,895

<i>City Direct Payments to LYNX</i>	
City of St. Cloud	\$ 161,999
Subtotal:	\$ 161,999
Total County Transit Service Cost	\$ 5,689,8/94

Funding Requested from County October 2014 – September 2015	\$ 5,527,895
FY2015 Billing Schedule:	
October 2014	\$ 460,658
November 2014	\$ 460,658
December 2014	\$ 460,658
January 2015	\$ 460,658
February 2015	\$ 460,658
March 2015	\$ 460,658
April 2015	\$ 460,658
May 2015	\$ 460,658
June 2014	\$ 460,658
July 2015	\$ 460,658
August 2015	\$ 460,658
September 2015	\$ 460,657
Annual Funding Request from County	\$ 5,527,895

ADDENDUM TO AGREEMENT

24. The Funding Partner, on December 10, 2007, adopted a Comprehensive Policy Plan (the “CPP”), which calls for specific level of service improvements in public transportation; and

25. The Funding Partner agrees to appropriate up to a maximum of five million five hundred twenty-seven thousand eight hundred ninety-five dollars and zero cents (\$5,527,895) to LYNX for fiscal year 2014-2015 for the provision of public transportation services within the Service Agreement in accordance with this Agreement and to be allocated as follows:

(a) The base operating expenditures funding of \$5,527,895 shall be for fixed-route bus service, Access LYNX, and other existing services.

(b) The \$5,527,895 shall be paid by the Funding Partner to LYNX in twelve (12) equal monthly installments by Funding Partner’s designated representative and shall be due on the first of each month beginning in October 2014, and payable no later than thirty (30) days after the due date. The first such payment under this Agreement shall be made no sooner than October 1, 2014 or the execution date of this Agreement. Notwithstanding the foregoing, in the event LYNX fails to submit the required quarterly reports or fails to comply with any material terms of this Agreement, the Funding Partner reserves the right to withhold the monthly payment pursuant to Paragraph 3, of this Agreement.

26. In order to continue achieving further operating efficiencies, the parties agree as follows:

(a) The County and LYNX will conduct a joint review six (6) months after LYNX begins operations at the Southern Operating Base Facility to determine costs savings for the upcoming FY12 budget.

(b) If it is reasonably determined that said savings are possible with the establishment of a facility in Osceola County, then the parties will further discuss a permanent facility that will be beneficial to the LYNX system as a whole.

(c) For the purposes of determining any net savings that may result from an operation base in Osceola County, the parties will utilize the current “regional model” recognizing that the cost of an additional operating base will be the cost associated within the entire LYNX system and its funding partners and the savings will be savings that will be attributed to the entire system. The “net savings” to the County would be based upon its share of the funding formula that would be derived by the elimination of service hours attributed to decreased deadhead hours.

27. The City of St. Cloud (the “City”) is located within Osceola County, and LYNX has a separate funding arrangement with the City for transit services located within the City. In that regard, LYNX has adjusted the County funding request by the amounts paid by the City as indicated in Exhibit "B" of this Agreement.

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

THIS SERVICE FUNDING AGREEMENT dated this ____ day of _____, 2014 (“**Agreement**”) is made by and between **SEMINOLE COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida, whose principal address is 1101 East First Street, Sanford Florida 32771 (hereinafter the “**Funding Partner**” or “**County**”), and the **CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY**, a body politic and corporate created pursuant to Part II, Chapter 343, Florida Statutes, whose principal address is 455 North Garland Avenue, Orlando, Florida 32801 (hereinafter “**LYNX**”).

WITNESSETH

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

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

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

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

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

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

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

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

WHEREAS, the Funding Partner and LYNX entered into an Interlocal Agreement for Public Transit Services dated as November 21, 2013 (the “**Prior Fiscal Year Funding Agreement**”) pursuant to which the Funding Partner agreed to appropriate funds to LYNX for

fiscal year from October 1, 2013 to September 30, 2014 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, 2014; and

WHEREAS, the Funding Partner has budgeted funds for the fiscal year beginning on October 1, 2014 and ending on September 30, 2015 (“**Fiscal Year**”) to support LYNX’s Public Transportation services for such fiscal year; and

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

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

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

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

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

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

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

“**Appropriated Amount**” means the amount to be paid to LYNX by the Funding Partner for the Current Fiscal Year in consideration of the Public Transportation to be provided by LYNX hereunder, as set forth in paragraph 3 hereof.

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

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

“**Fiscal Year**” or “**Current Fiscal Year**” means the twelve (12) month period commencing October 1, 2014 and ending the following September 30, 2015.

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

“**FDOT**” means the Florida Department of Transportation.

“**FTA**” means the Federal Transit Association.

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

“**Next Fiscal Year**” means the twelve (12) month period immediately following the Current Fiscal Year, and is the period commencing October 1, 2015 and ending the following September 30, 2016.

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

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

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

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

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

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

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

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

3. **Funding Partner Obligations.**

(a) **Current Fiscal Year.**

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

(ii) The Appropriated Amount shall be paid by the Funding Partner to LYNX in twelve (12) equal monthly installments, with each installment being due on the first day of each month. The first installment payment shall be due upon the later of (x) October 1, 2014 or (y) thirty (30) days after the execution date of this Agreement; and any other installment payments which would be due prior to the execution date of this Agreement shall also be paid within thirty (30) days after the execution date of this Agreement.

(b) **Next Fiscal Year.**

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

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

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

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

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

reach and execute an agreement setting forth an appropriation for the next Fiscal Year by December 31, 2015, then LYNX may, within its discretion, reduce, eliminate or discontinue the provision of Public Transportation services to the Funding Partner immediately upon providing the Funding Partner with written notice of same.

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

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

4. **LYNX Obligations.**

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

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

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

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

- (i) Maps and schedules for each route operating in the Service Area.
- (ii) Official LYNX monthly ridership reports showing a breakdown of actual aggregate ridership by mode (i.e., Fixed-Route Service, LYMMO, Access LYNX, Van Plan and special shuttles).
- (iii) An operational service characteristics report for current services provided, which would include (1) revenue hours, (2) revenue miles, and (3) unlinked passenger trips.
- (iv) A comparison of actual revenue and expenditures to budgeted revenues and expenditures with explanations for variances that exceed \$50,000.
- (v) A route performance report, which reports and ranks each route which is located in the County for the Funding Partner, monthly based on the following:
 - (A) Subsidy per Passenger Trip
 - (B) Passengers per trip
 - (C) Passengers per Revenue Hour
 - (D) Passengers per Revenue Mile
 - (E) Percent farebox return (i.e., percent of Operating Expenses recovered through farebox).
- (vi) Current and contemporaneous versions of the LYNX regional model, which is the model used by LYNX to apportion total Operating Expenses, less adjustments, to the Funding Partners based on Fixed-Route Service hours, ADA client trips, and flex-service hours in their service area.
 - (A) A comparison of scheduled versus actual Revenue Miles.
 - (B) A comparison of scheduled versus actual Revenue Hours.
 - (C) A schedule of unanticipated extraordinary expenses for the prior quarter.
 - (D) A list of changes to authorized staffing.
 - (E) A schedule of total training and travel expenditures for each LYNX board member and employee for the immediately preceding quarter. This schedule should specify the training event name, attendee name(s), date(s) of travel and/or training, event location, and total expenses of each trip.
- (vii) Any other information the Funding Partner reasonably requests.

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

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

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

7. **Termination of Agreement.**

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

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

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

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

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

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

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

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

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

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

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

16. **Governing Law.** This Agreement shall be governed by and construed in accordance with the law of the State of Florida. The parties to this Agreement agree to comply

with all applicable federal, state, and local laws, ordinances, rules and regulations pertaining to the actions contemplated by this Agreement.

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

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

As to Funding Partner: Seminole County
1101 East First Street
Sanford, Florida 32771
Attn: James K. Hartmann, County Manager

With copy to: Seminole County Services Building
1101 East First Street
Sanford, Florida 32771
Attn: Development Services Director

With copy to: Seminole County Services Building
1101 East First Street
Sanford, Florida 32771
Attn: Resource Management Director

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

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

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

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

20. **Effective Date.** The effective date of this Agreement shall be the date of its execution by the last party to execute this Agreement. Unless terminated earlier in accordance

with Section 7 of this Agreement, this Agreement will terminate on September 30, 2014, except for the provisions of this Agreement which by their terms survive the termination of this Agreement and is effective.

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

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

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

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

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

[Signatures appear on following page]

SIGNATURE PAGE FOR FUNDING PARTNER

ATTEST:

FUNDING PARTNER:

By: _____

BOARD OF COUNTY COMMISSIONERS
OF SEMINOLE COUNTY, FLORIDA

Maryanne Morse
Clerk to the Board of County
Commissioners of Seminole
County, Florida

By: _____
Robert Dallari, Chairman

For the use and reliance of Seminole
County only. Approved as to form and
legal sufficiency.

Date: _____

County Attorney

As authorized for execution by the Board of
County Commissioners at its _____,
2014 regular meeting.

SIGNATURE PAGE FOR LYNX

CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY

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

By: _____

John M. Lewis, Jr.
Chief Executive Officer

Date: _____

AKERMAN SENTERFITT,
Counsel for LYNX

By: _____

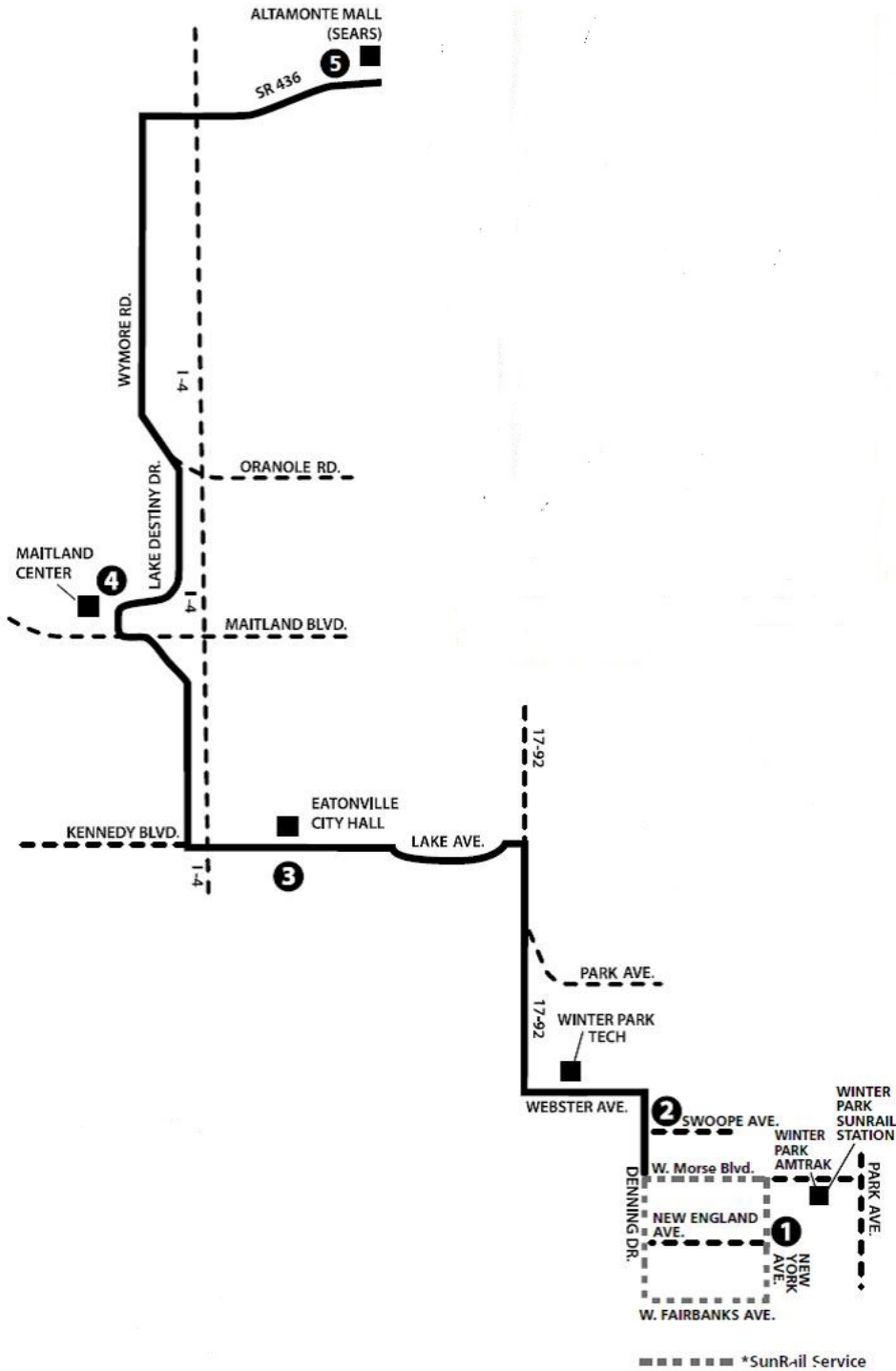
Patrick T. Christiansen, Esq.

Exhibit "A"

DESCRIPTION OF SERVICE AREA

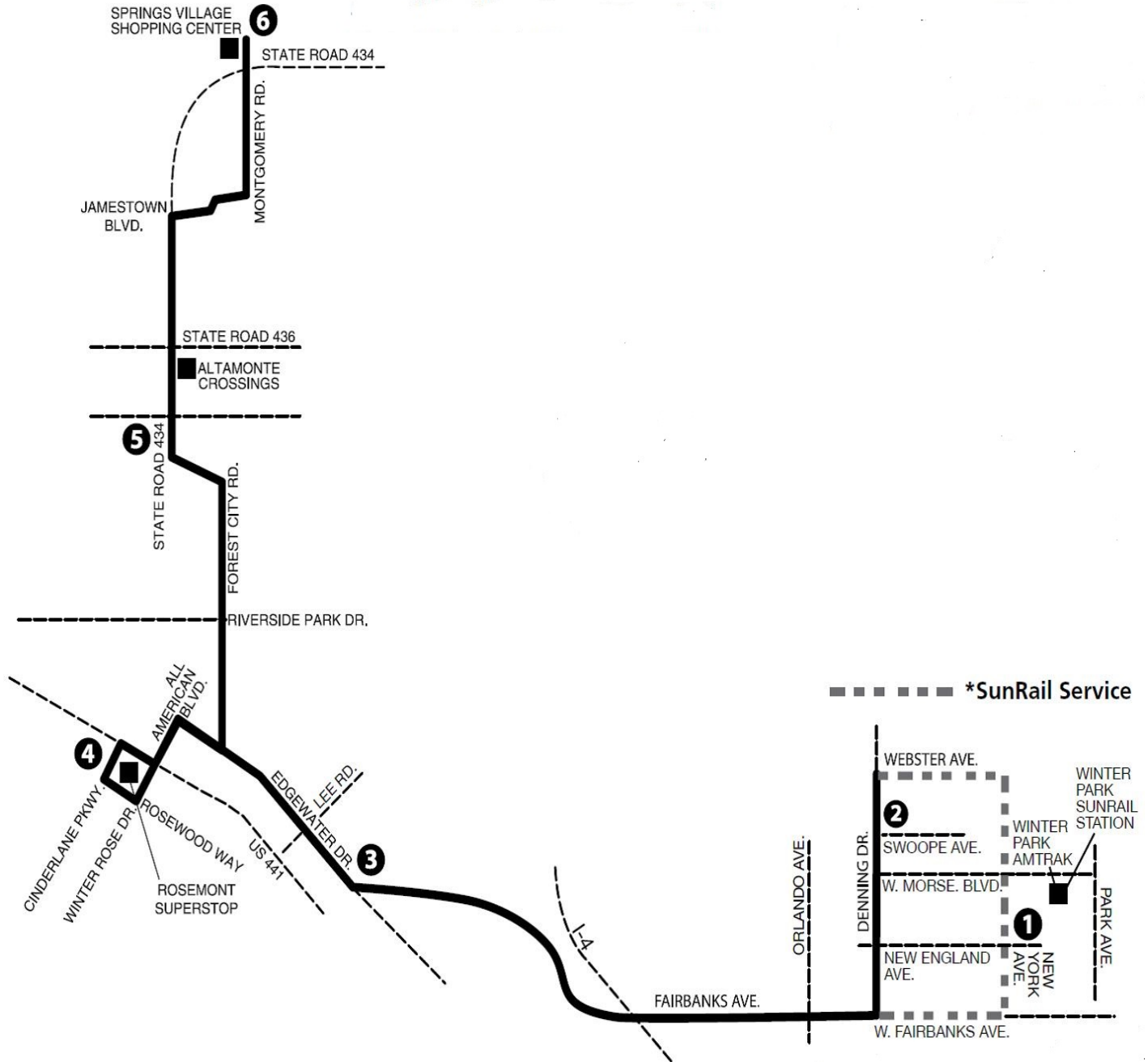
LINK 1 Winter Park/Altamonte Springs

Serving: Winter Park Tech, Eatonville, Maitland Center, Altamonte Mall, and Winter Park SunRail Station



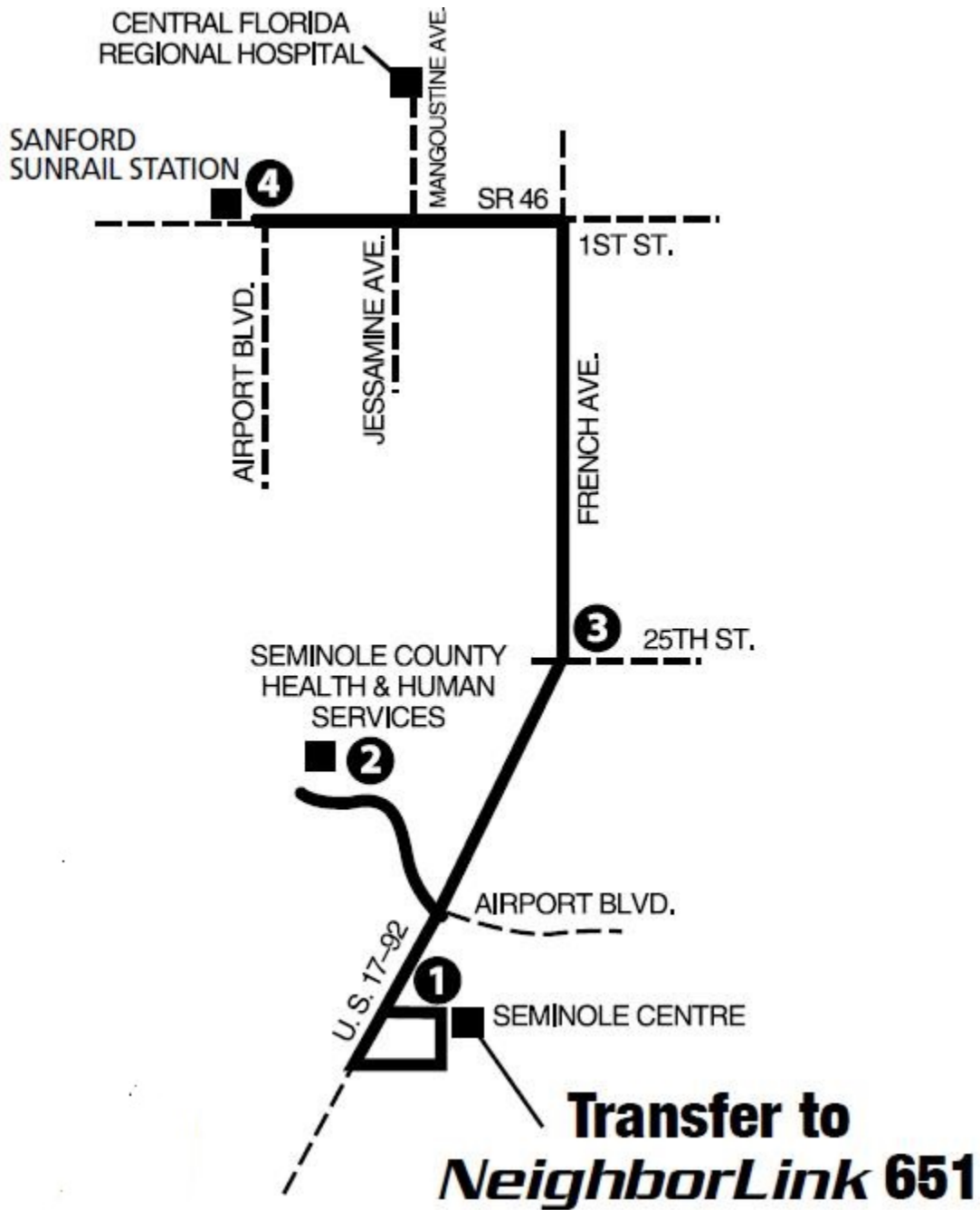
LINK 23 Winter Park/Springs Village

Serving: Winter Park Tech, Rosemont Superstop, West Town Center Walmart, Springs Village Shopping Center, and Winter Park SunRail Station



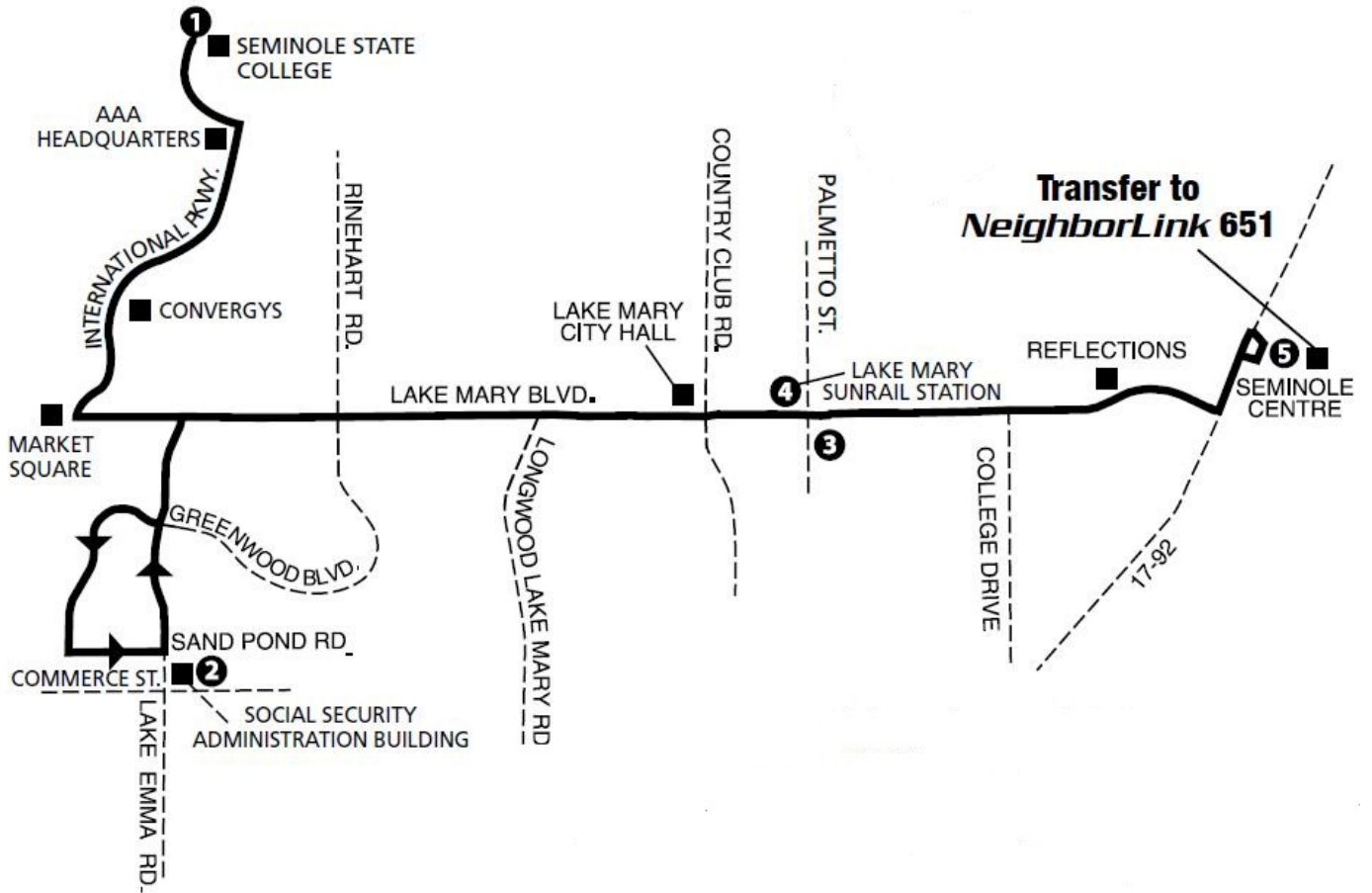
LINK 34 Sanford

Serving: Seminole Centre, Seminole County Health & Human Services, Central Florida Regional Hospital, Sanford SunRail Station, and NeighborLink 651



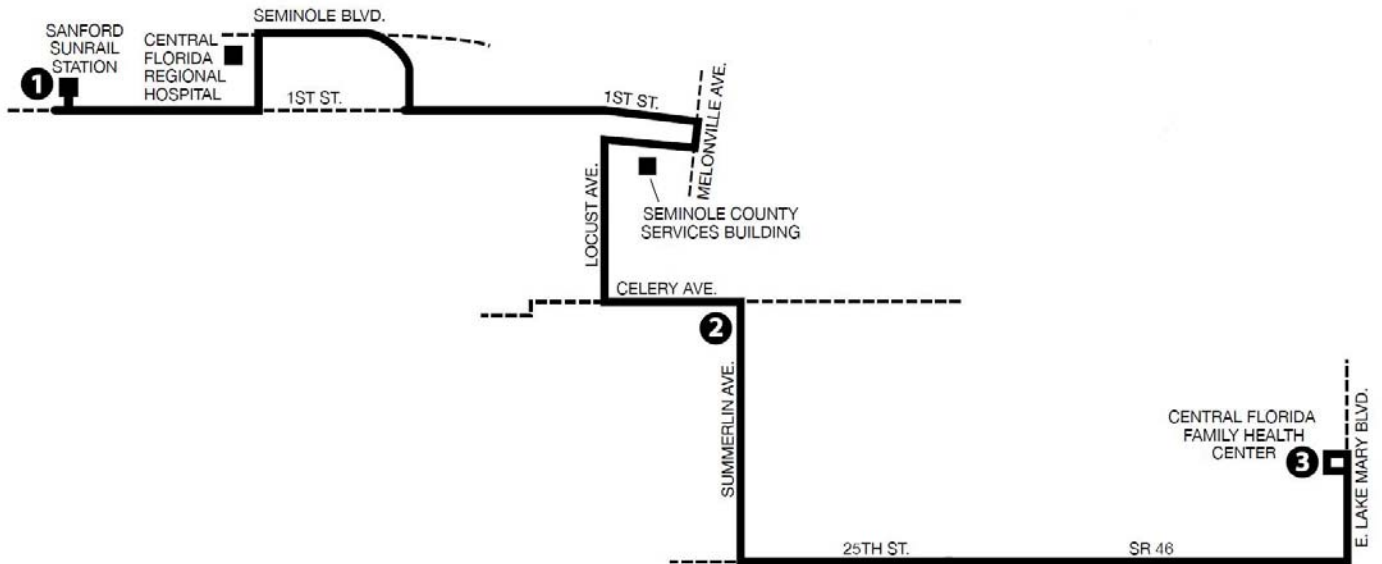
LINK 45 Lake Mary

Serving: North Point Commerce Park, Lake Emma Rd, Lake Mary Blvd, Lake Mary City Hall, Reflections, Seminole Centre, Seminole State College, AAA Headquarters, Convergys, Lake Mary SunRail Station, and NeighborLink 651



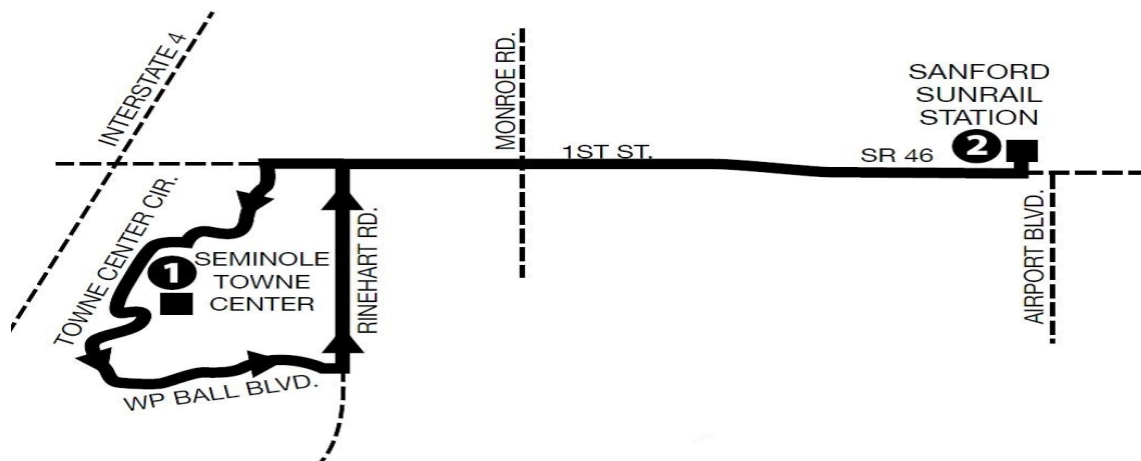
LINK 46 East SR 46/Downtown Sanford

Serving: Downtown Sanford, Central Florida Regional Hospital, Seminole County Services Building, Central Florida Family Health Center, Sanford SunRail Station, and Neighborlink 651



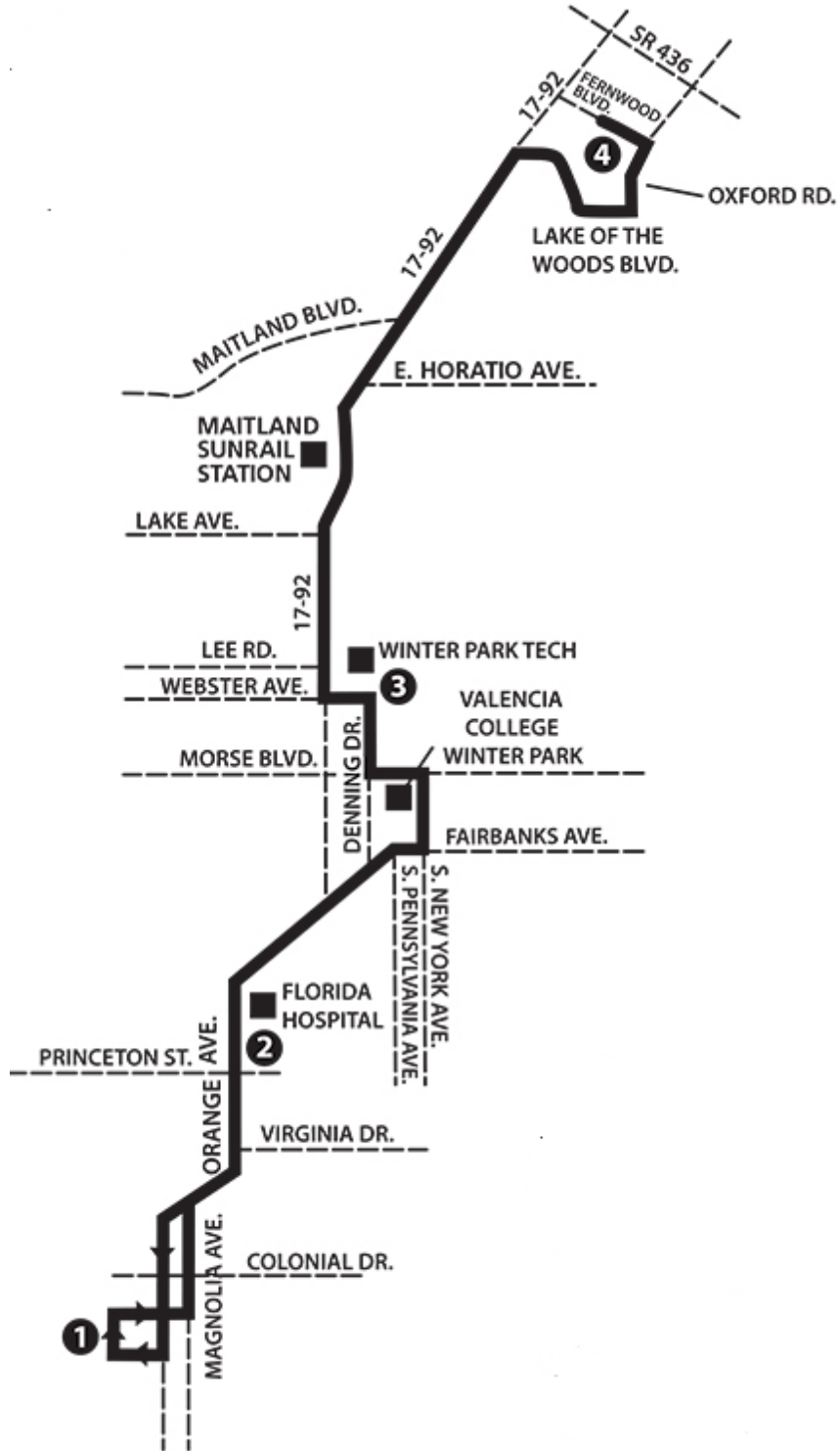
LINK 46 West w. SR 46/Seminole Towne Center

Serving: Seminole Towne Center, Walmart Rinehart Road, Super Target Rinehart Road, Downtown Sanford and Sanford SunRail Station



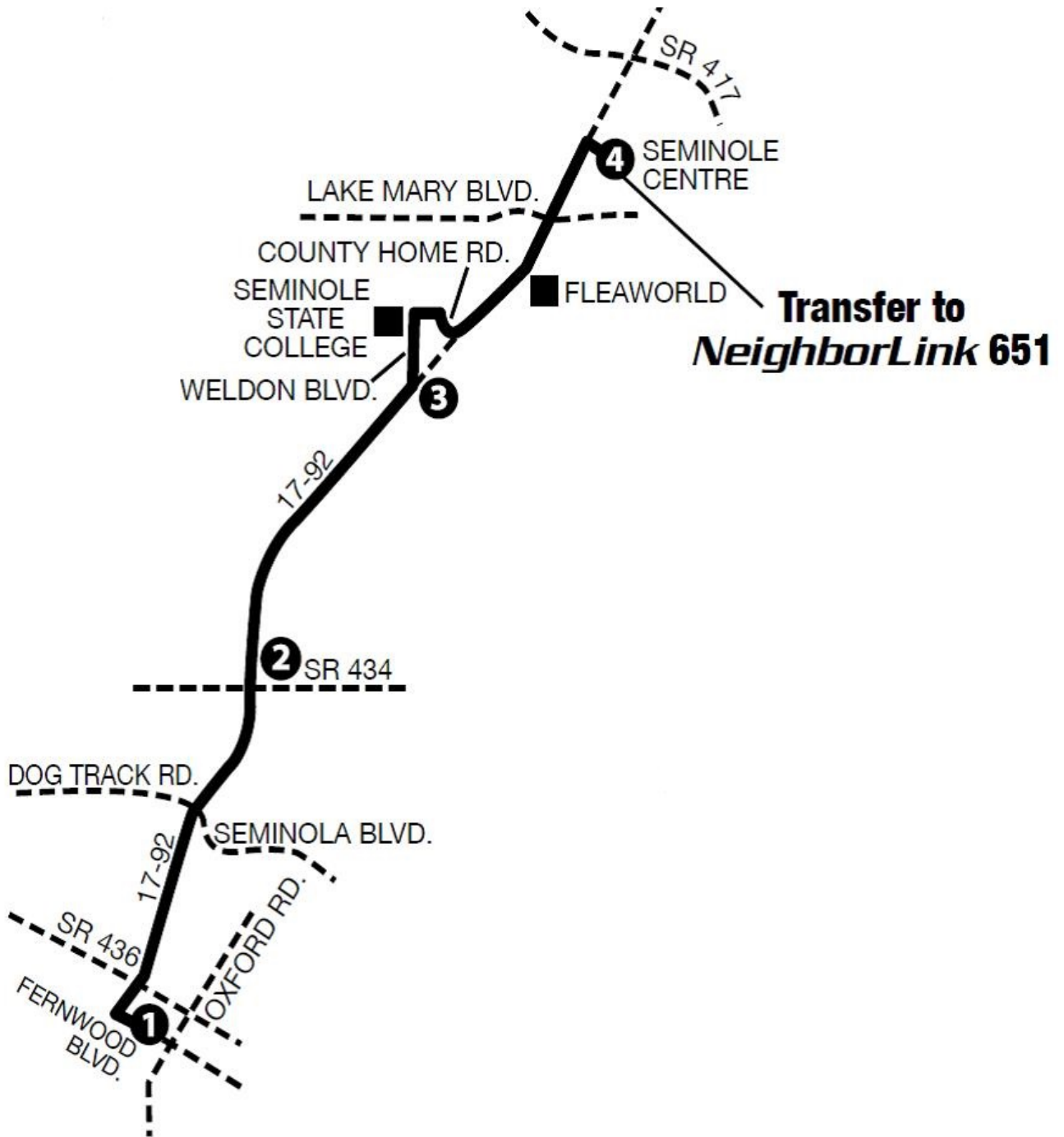
LINK 102 Orange Ave/ South 17/92

Serving: LYNX Central Station, Florida Hospital, Valencia College – Winter Park, Winter Park Tech, Maitland, Fern Park and Jai-Alai



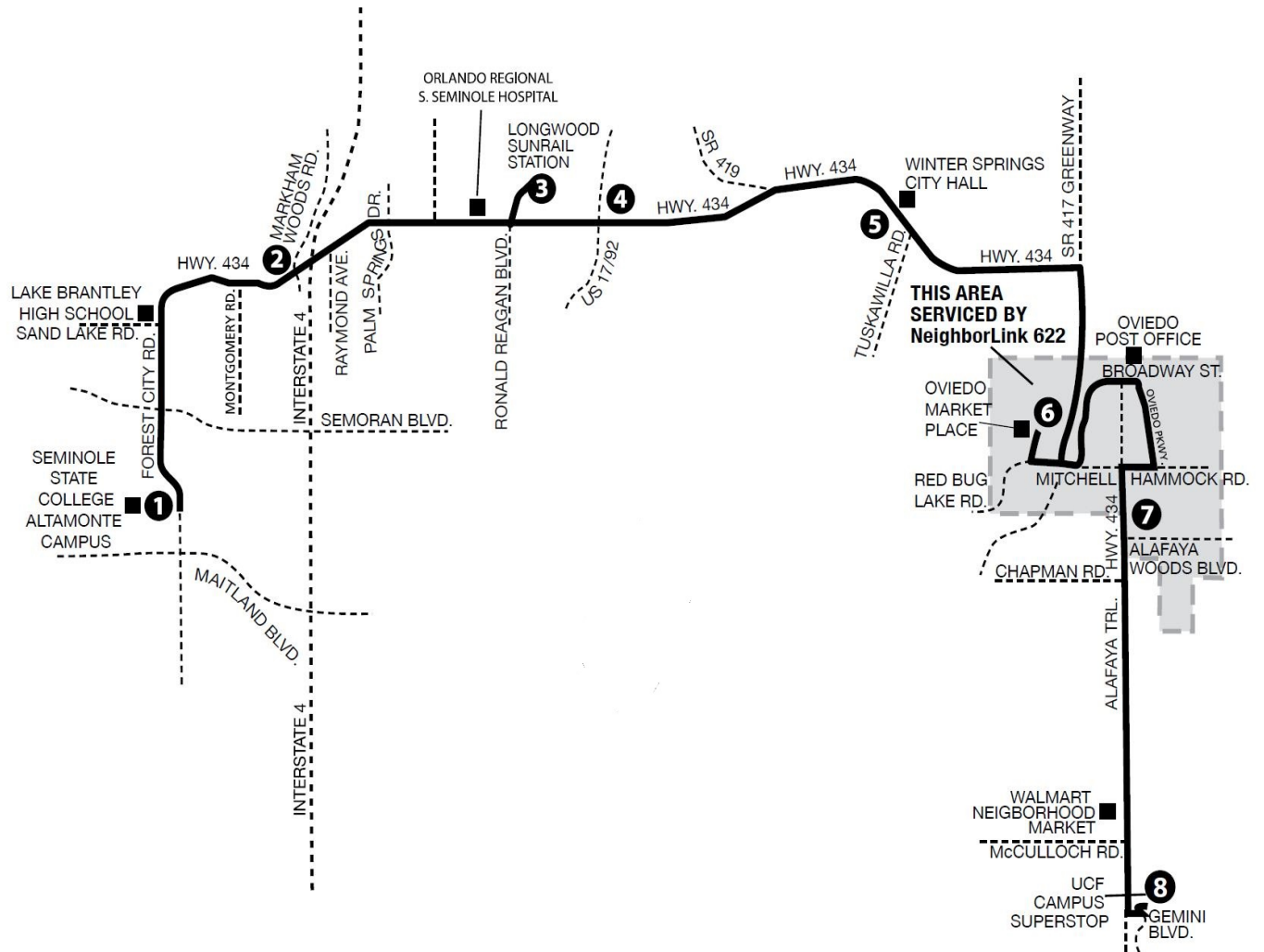
LINK 103 North 17/92 Sanford

Serving: Jai-Alai, Seminole County Courthouse, FleaWorld, Seminole Centre Walmart, Seminole State College, and NeighborLink 651



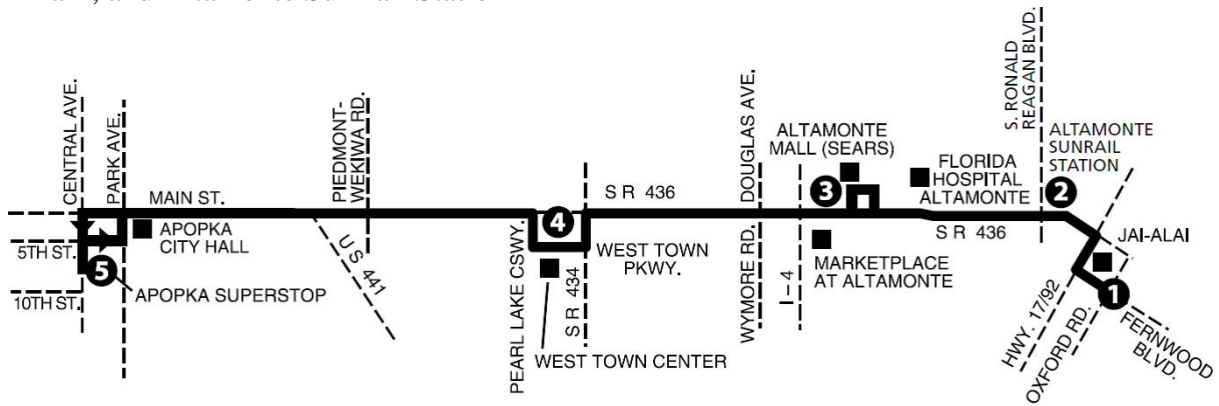
Link 434 SR 434 Crosstown

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



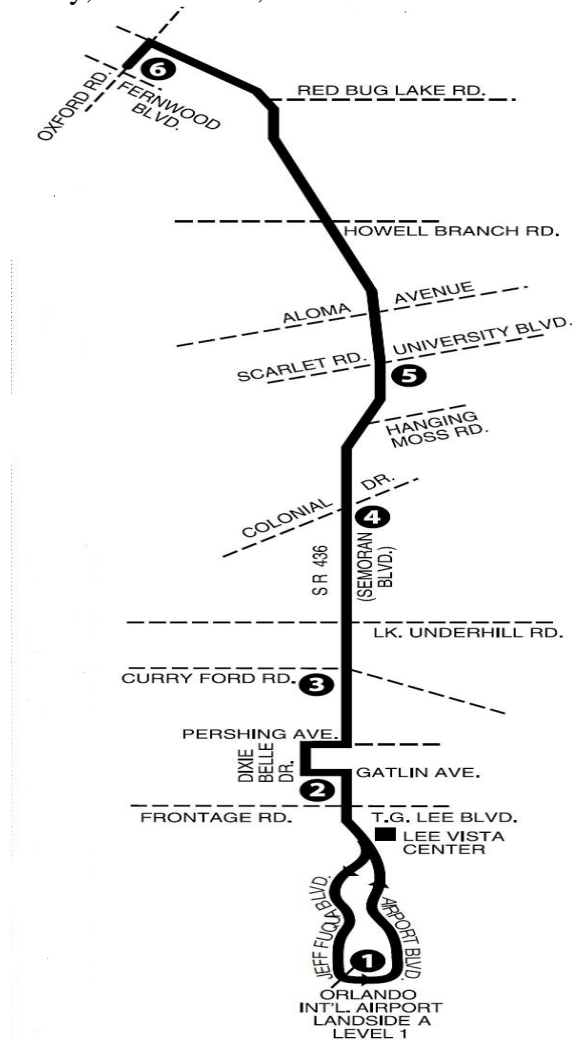
Link 436N SR 436 Crosstown (formerly Link 41)

Serving: Apopka SuperStop, West Town Center, Altamonte Mall, Florida Hospital Altamonte, Fern Park, and Altamonte SunRail Station



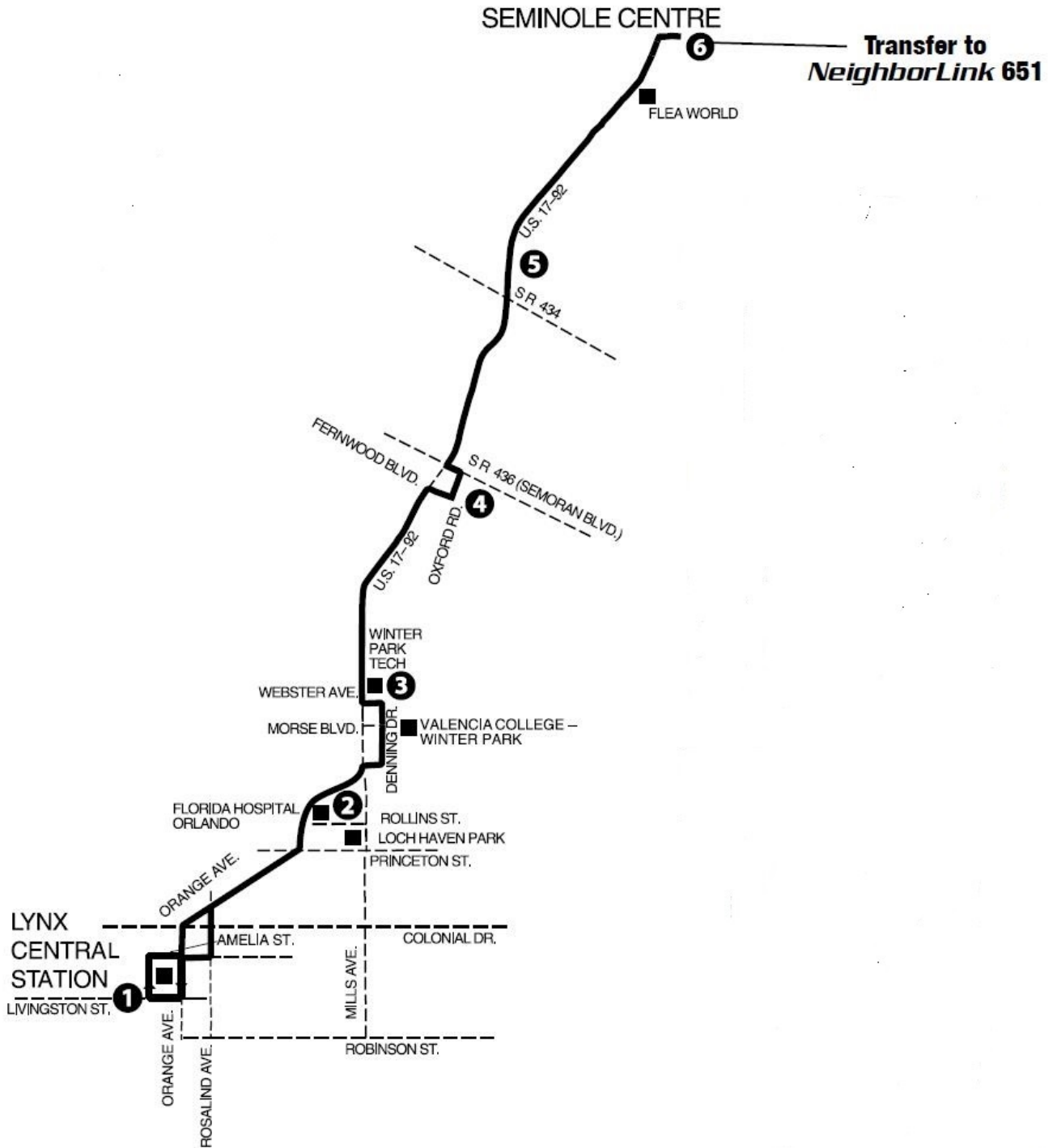
Link 436S SR 436 Crosstown (formerly Link 41)

Serving: Fern Park, Casselberry, Azalea Park, and Orlando International Airport



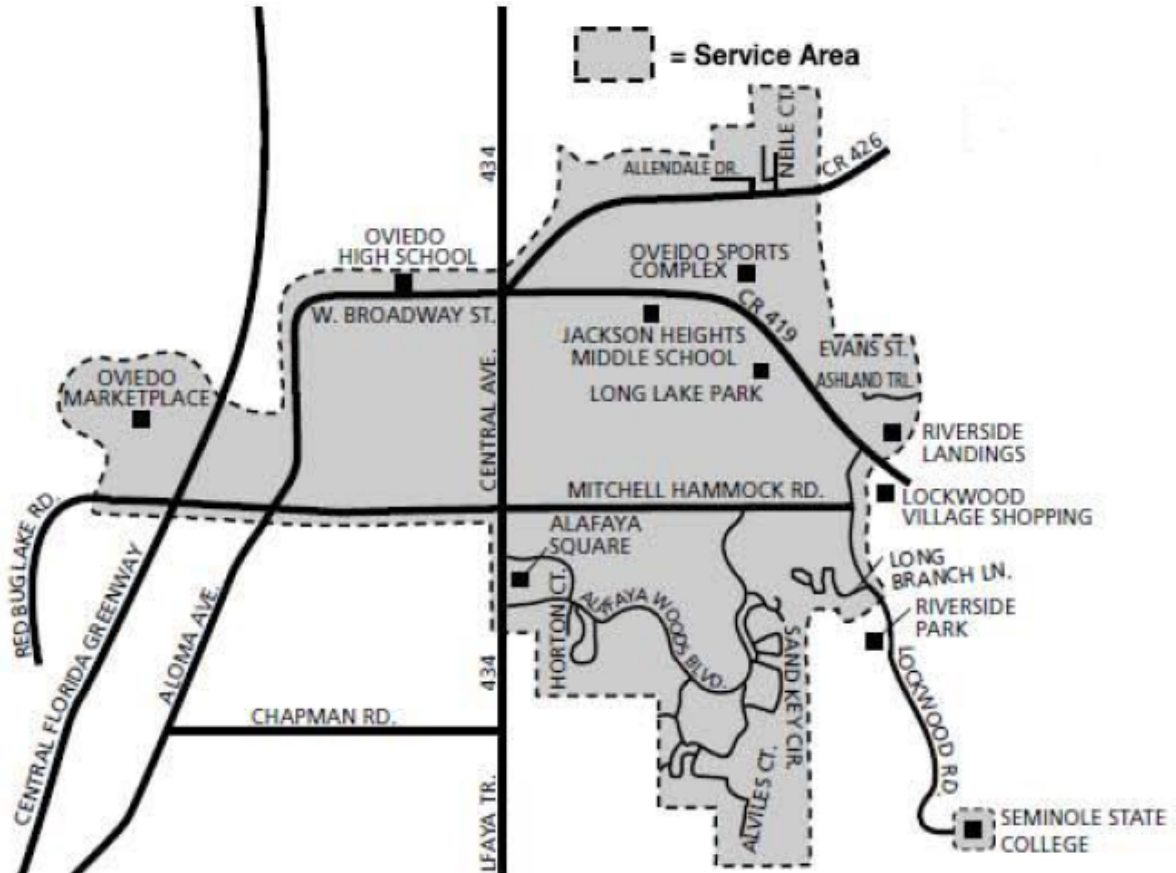
FastLink 17-92 Sanford/Orlando

Serving: LYNX Central Station, Florida Hospital, Winter Park Village, Fernwood Blvd. & Oxford Rd., U.S. 17-92 & SR 434, Seminole Centre, and NeighborLink 651



NeighborLink 622 Oviedo

Serving: Seminole State College, Oviedo Marketplace, Link 434, Oviedo High School, Oviedo Sports Complex, and Jackson Heights Middle School



NeighborLink 651 Goldsboro

Serving: Sanford SunRail Station, Seminole Centre, Historic Goldsboro Blvd., Westside Community Center, Central Florida Regional Hospital, Seminole County Health & Human Services, Link 34, Link 45, Link 46E, Link 46W, Link 103, and FastLink 17-92

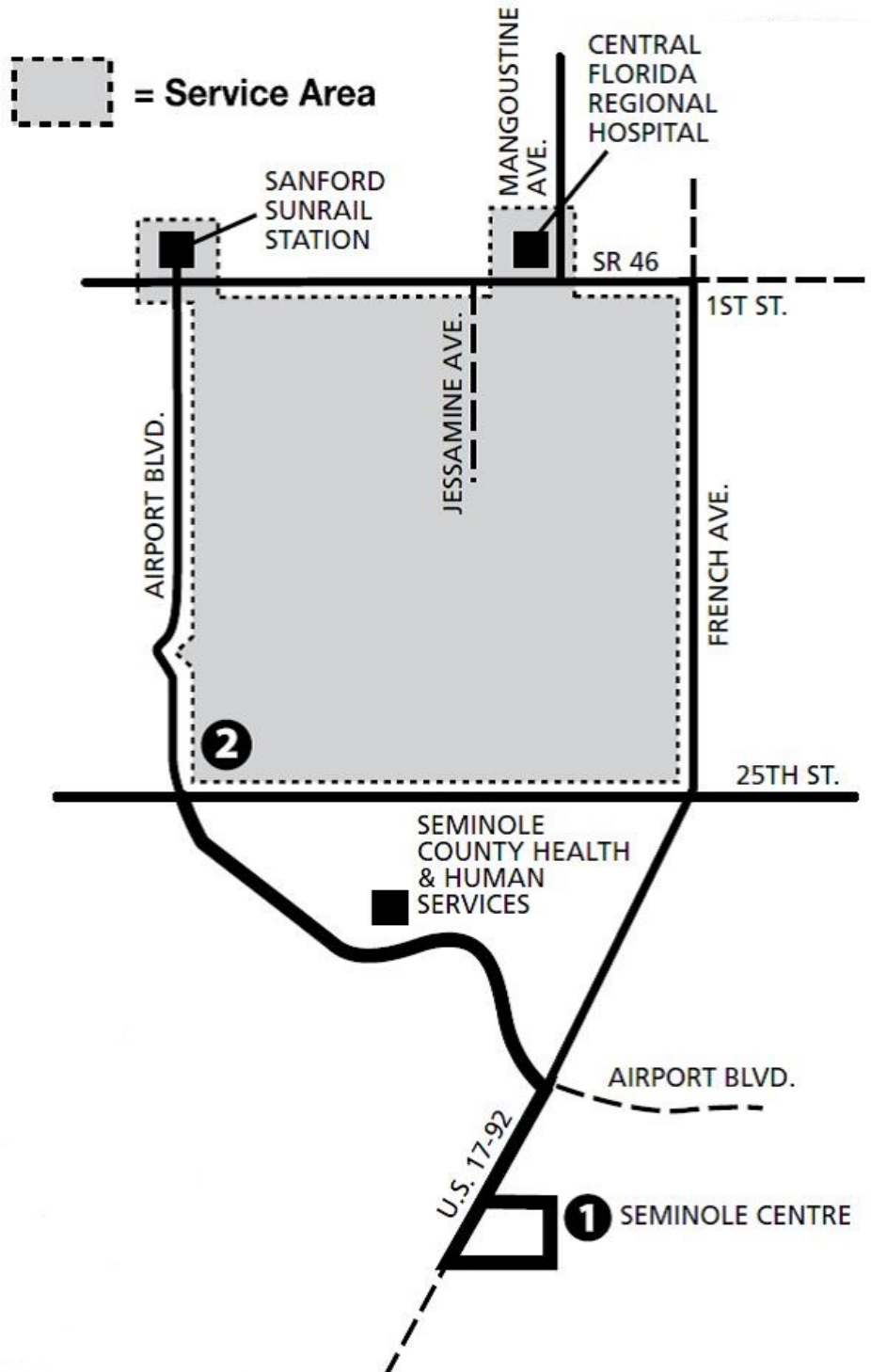


Exhibit "B"

DESCRIPTION OF APPROPRIATED AMOUNT

October through September	\$ 6,427,684
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Exhibit A - Seminole County Transit Service Costs For FY2015	
<i>Net Fixed Route Operating Costs</i>	<i>Cost</i>
Link 1	
Link 23	
Link 34	
Link 45	
Link 46 E	
Link 46 W	
Link 102	
Link 103	
Link 434	
Link 436N (formerly Link 41)	
Link 436S (formerly Link 41)	
FastLink 17-92	
<i>NeighborLink (NL) Services Costs:</i>	
NL 622	
NL 651	
Subtotal:	
<i>Paratransit Services Costs:</i>	
American Disability Act (ADA) Funding	
Medicaid	
Transportation Disadvantage (TD) Funding	
Subtotal:	
<i>Capital Funding Cost:</i>	
\$2 Capital Funding	
Subtotal:	
Funding Requested from County	\$ 6,427,684

<i>City Direct Payments to LYNX</i>	
City of Altamonte Springs	120,900
City of Sanford	\$ 93,000
Subtotal:	\$ 213,900
Total County Transit Service Cost	\$ 6,641,584

FY2015 Billing Schedule:	
October 2014	\$ 535,640
November 2014	\$ 535,640
December 2014	\$ 535,640
January 2015	\$ 535,640
February 2015	\$ 535,640
March 2015	\$ 535,640
April 2015	\$ 535,640
May 2015	\$ 535,640
June 2015	\$ 535,641
July 2015	\$ 535,641
August 2015	\$ 535,641
September 2015	\$ 535,641
Annual Funding Request from County	\$ 6,427,684

ADDENDUM TO AGREEMENT

25. The Funding Partner, on September 11, 1991, adopted a Comprehensive Policy Plan (the “CPP”), which calls for specific level of service improvements in public transportation; and

26. The Funding Partner agrees to appropriate up to a maximum of six million four hundred twenty-seven thousand six hundred eighty-four dollars and zero cents (\$6,427,684) to LYNX for fiscal year 2013-2014 for the provision of public transportation services within the Service Agreement in accordance with this Agreement and to be allocated as follows:

(a) The base operating expenditures funding of \$6,427,684 shall be for fixed-route bus service, Access LYNX, and other existing services.

(b) The \$6,427,684 shall be paid by the Funding Partner to LYNX in twelve (12) equal monthly installments by Funding Partner’s designated representative and shall be due on the first of each month beginning in October 2013, and payable no later than thirty (30) days after the due date. The first such payment under this Agreement shall be made no sooner than October 1, 2014 or the execution date of this Agreement. Notwithstanding the foregoing, in the event LYNX fails to submit the required quarterly reports or fails to comply with any material terms of this Agreement, the Funding Partner reserves the right to withhold the monthly payment pursuant to Section 3, of this Agreement.

27. The City of Altamonte Springs and the City of Sanford (the “Cities”) are located within Seminole County, and LYNX has separate funding arrangements with the Cities for transit services located within the Cities. In that regard, LYNX has adjusted the County funding request by the amounts paid by the Cities as indicated in Exhibit "B" of this Agreement.

SERVICE FUNDING AGREEMENT

**by and between
CITY OF ST. CLOUD, FLORIDA
and
LYNX**

THIS SERVICE FUNDING AGREEMENT (“Agreement”) is made and entered into as of October 1, 2014, by and between **City of St. Cloud, Florida**, a charter city and political subdivision of the State of Florida, whose principal address is 1300 9th Street, St. Cloud, Florida 34769 (hereinafter the “**Funding Partner**”), and the **CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY**, a body politic and corporate created pursuant to Part II, Chapter 343, Florida Statutes, whose principal address is 455 North Garland Avenue, Orlando, Florida 32801 (hereinafter “**LYNX**”).

WITNESSETH

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

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

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

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

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

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

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

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

WHEREAS, the Funding Partner and LYNX entered into a Funding Agreement, dated as of October 24, 2013 (the “**Prior Fiscal Year Funding Agreement**”) pursuant to which the Funding Partner agreed to appropriate funds to LYNX for fiscal year 2014 (October 1, 2013 -

September 30, 2014) 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, 2014; and

WHEREAS, the Funding Partner has budgeted funds for the fiscal year beginning on October 1, 2014 and ending on September 30, 2015 (“**Fiscal Year**”) to support LYNX’s Public Transportation services for such fiscal year; and

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

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

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

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

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

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

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

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

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

“**Fiscal Year**” means the twelve (12) month period commencing October 1, 2014 and ending the following September 30, 2015.

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

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

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

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

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

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

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

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

“Service Area” means generally the unincorporated area of the Funding Partner.

3. **Funding Partner Obligations.**

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

(b) The Appropriated Amount shall be paid by the Funding Partner to LYNX in twelve (12) equal monthly installments, with each installment being due on the first day of each month. The first installment payment shall be due upon the later of (x) October 1, 2014 or (y) the execution date of this Agreement.

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

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

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

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

4. **LYNX Obligations.**

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

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

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

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

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

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

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

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

(A) Subsidy per Passenger Trip

(B) Passengers per trip

(C) Passengers per Revenue Hour

(D) Passengers per Revenue Mile

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

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

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

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

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

(D) A list of changes to authorized staffing.

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

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

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

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

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

7. **Termination of Agreement.**

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

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

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

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

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

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

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

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

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

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

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

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

As to Funding Partner: City of St. Cloud
1300 9th Street
St. Cloud, FL 34769
Attention: Thomas Hurt, City Manager

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

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

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

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

19. **Effective Date.** The effective date of this Agreement shall be as of the date first set forth above. Unless terminated earlier in accordance with Section 7 of this Agreement, this Agreement will terminate on September 30, 2015, except for the provisions of this Agreement which by their terms survive the termination of this Agreement.

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

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

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

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

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

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

[Signatures appear on following page]

SIGNATURE PAGE FOR FUNDING PARTNER

FUNDING PARTNER:

CITY OF ST. CLOUD

By: _____
Rebecca Borders, Mayor

Date: _____

ATTEST:

By: _____
Linda P. Jaworski, City Clerk

SIGNATURE PAGE FOR LYNX

CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY

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

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this _____ day of _____, 2014, by _____, and s/he acknowledged before me that s/he executed the foregoing instrument on behalf of CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY as its true act and deed, and that s/he was authorized to do so.

Name:
Notary Public
Serial Number:
Commission Expires:
STATE OF FLORIDA
COUNTY OF ORANGE

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

Akerman Senterfitt, Counsel for LYNX

By: _____
Patrick T. Christiansen, Esq.

Exhibit "A"

Description of APPROPRIATED AMOUNT

October 2014 through September 2015	\$ 161,999
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Exhibit A City of Saint Cloud Transit Service Costs For FY2015	
Total City Transit Service Cost	\$ 161,999

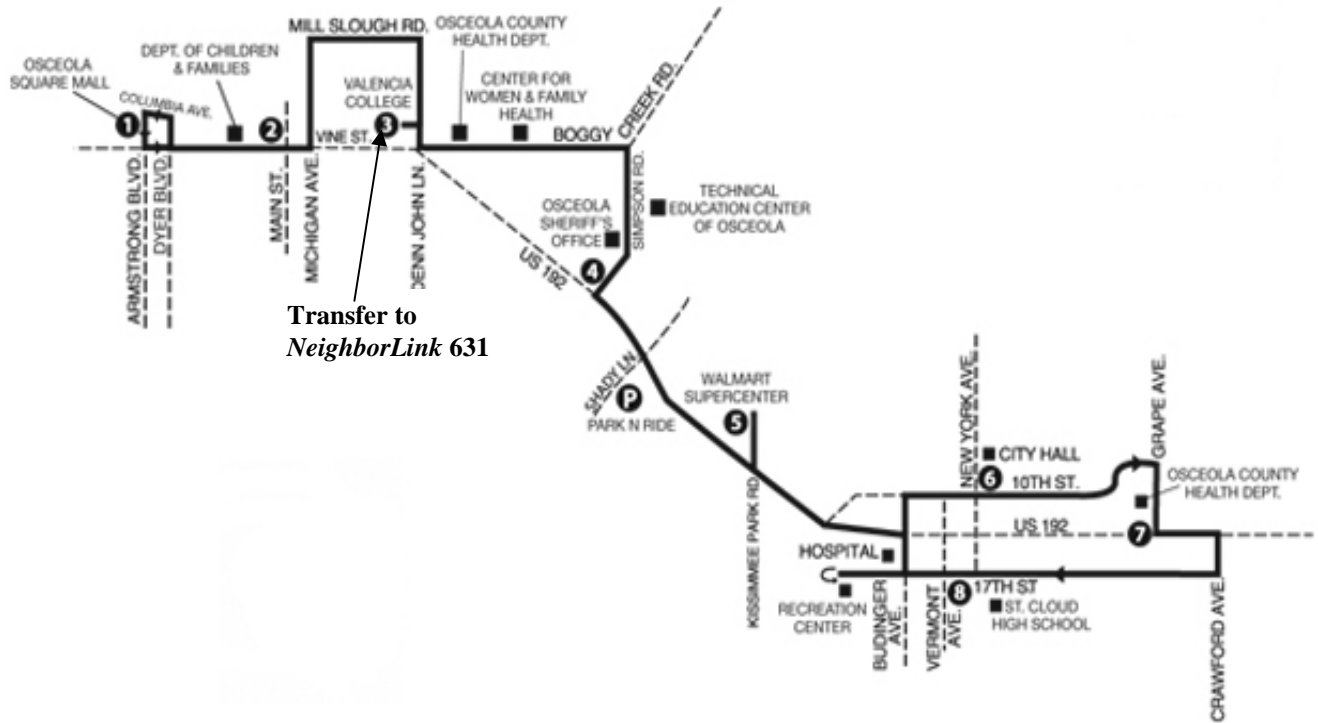
FY2015 Billing Schedule:	
October 2014	\$ 13,500
November 2014	\$ 13,500
December 2014	\$ 13,500
January 2015	\$ 13,500
February 2015	\$ 13,500
March 2015	\$ 13,500
April 2015	\$ 13,500
May 2015	\$ 13,500
June 2015	\$ 13,500
July 2015	\$ 13,500
August 2015	\$ 13,500
September 2015	\$ 13,499
Annual Funding Request from City	\$ 161,999

Exhibit "B"

DESCRIPTION OF SERVICES

Link 10 E. US 192/St. Cloud

Serving: Osceola Square Mall, Dept. of Children & Families, Mill Creek, Valencia College-Osceola, Osceola County Health Department- Kissimmee, Center for Women & Family Health, Technical Education Center of Osceola, Osceola Sheriff's Office, St. Cloud Walmart Supercenter, St. Cloud City Hall, Osceola County Health Department- St. Cloud, St. Cloud High School, Orlando Health- St. Cloud, St. Cloud Recreation Center, and NeighborLink 631



ADDENDUM TO AGREEMENT

25. The Funding Partner, on _____, adopted a Comprehensive Policy Plan (the "**CPP**"), which calls for specific level of service improvements in public transportation; and

26. The Funding Partner agrees to appropriate up to a maximum of one hundred sixty-one thousand nine hundred ninety-nine dollars and zero cents (\$161,999) to LYNX for fiscal year 2014-2015 for the provision of public transportation services within the Service Agreement in accordance with this Agreement and to be allocated as follows:

(a) The base operating expenditures funding of \$161,999 shall be for fixed-route bus service, Access LYNX, and other existing services.

(b) The \$161,999 shall be paid by the Funding Partner to LYNX in twelve (12) equal monthly installments by Funding Partner's designated representative and shall be due on the first of each month beginning in October 2014, and payable no later than thirty (30) days after the due date. The first such payment under this Agreement shall be made no sooner than October 1, 2014 or the execution date of this Agreement. Notwithstanding the foregoing, in the event LYNX fails to submit the required quarterly reports or fails to comply with any material terms of this Agreement, the Funding Partner reserves the right to withhold the monthly payment pursuant to Section 3, of this Agreement.

**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 2015**

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, 2014 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 from October 1, 2014 and ending December 15, 2014, 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
County Manager
Lake County
PO Box 7800
Tavares, FL 32778

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

Also:

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

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

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

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

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

CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY

Attest:

(seal)

Deborah Morrow, Executive Assistant

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

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

By: _____
Patrick Christiansen, Esq.

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

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 _____,
2014 regular meeting.

Attachment "A"

DESCRIPTION OF SERVICE AREA

Xpress Link 204 Clermont/Downtown Orlando

Serving: Lake County Park N Ride to LYNX Central Station

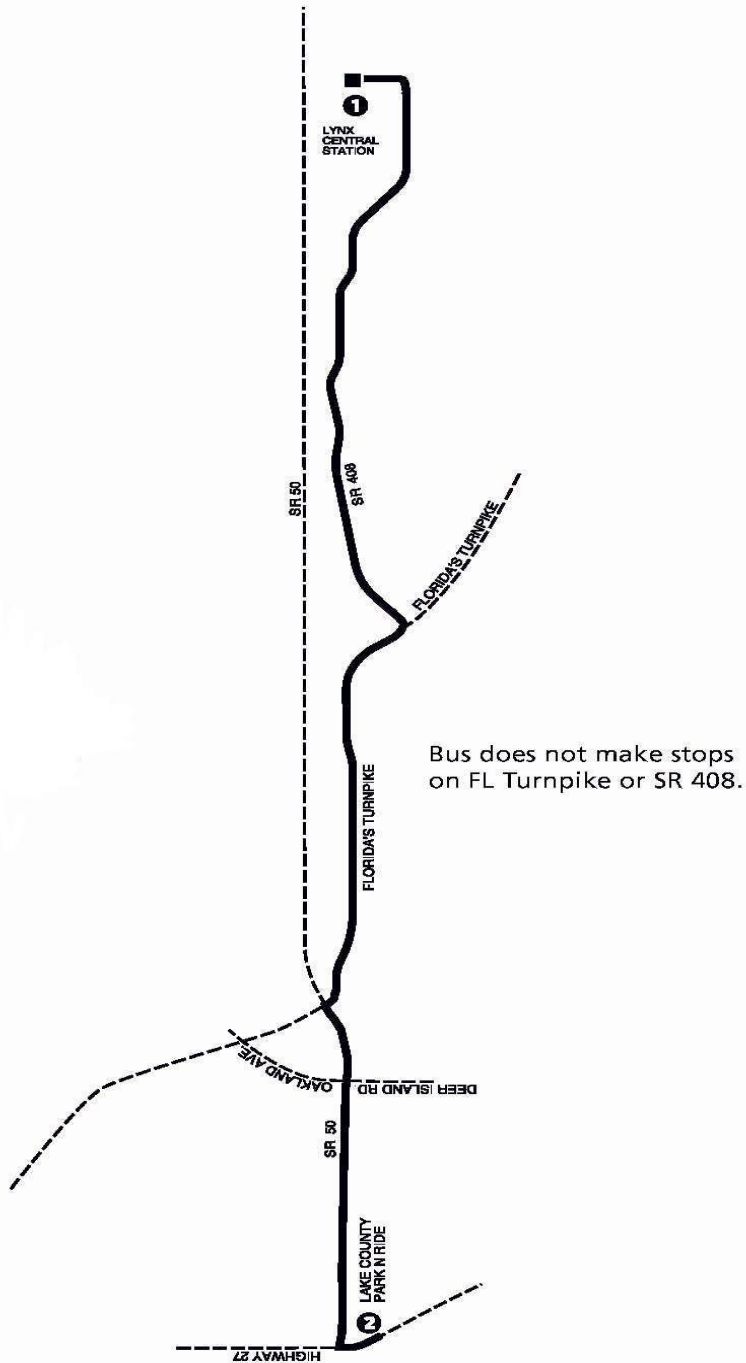


Exhibit "B"

DESCRIPTION OF APPROPRIATED AMOUNT

October through December 15th	\$ 17,446
---	------------------

Exhibit B - Lake County Transit Service Costs For FY2015	
<i>Net Fixed Route Operating Costs</i>	<i>Cost</i>
Link 204	\$ 19,385
Less: Estimated Fares	(1,938)
Total County Transit Service Cost	\$ 17,446

FY2015 Billing Schedule:	
October 2014	\$ 6,978
November 2014	6,978
December 2014	3,490
Annual Funding Request from County	\$ 17,446

SERVICE FUNDING AGREEMENT

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

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

WITNESSETH

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

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

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

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

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

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

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

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

WHEREAS, the Funding Partner and LYNX entered into an Interlocal Agreement for Public Transit Services dated as of May 8, 2014 (the “**Prior Fiscal Year Funding Agreement**”) pursuant to which the Funding Partner agreed to appropriate funds to LYNX for nine (9) months

of service for the fiscal year 2014 (January 12, 2014 - September 30, 2014) 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, 2014; and

WHEREAS, the Funding Partner has budgeted funds for the fiscal year beginning on October 1, 2014 and ending on September 30, 2015 (“**Fiscal Year**”) to support LYNX’s Public Transportation services for such fiscal year; and

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

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

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

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

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

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

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

“**Appropriated Amount**” means the amount to be paid to LYNX by the Funding Partner for the Current Fiscal Year in consideration of the Public Transportation to be provided by LYNX hereunder, as set forth in paragraph 3 hereof.

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

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

“**Fiscal Year**” or “**Current Fiscal Year**” means the twelve (12) month period commencing October 1, 2014 and ending the following September 30, 2015.

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

“**FDOT**” means the Florida Department of Transportation.

“**FTA**” means the Federal Transit Administration

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

“**Next Fiscal Year**” means the twelve (12) month period immediately following the Current Fiscal Year, and is the period commencing October 1, 2015 and ending the following September 30, 2016.

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

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

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

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

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

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

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

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

3. **Funding Partner Obligations.**

(a) **Current Fiscal Year.**

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

(ii) The Appropriated Amount shall be paid by the Funding Partner to LYNX in twelve (12) equal monthly installments, with each installment being due within ten (10) days of the date of receipt of the monthly invoice.

(iii) The first monthly invoice shall be due upon the later of (x) October 1, 2014 or (y) thirty (30) days after the execution date of this Agreement; provided, however, that any other installment payments which would be due prior to the execution date of this Agreement shall also be paid within thirty (30) days after the receipt of the first monthly invoice.

(b) **Next Fiscal Year.**

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

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

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

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

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

Transportation services to the Funding Partner. If LYNX and the Funding Partner fail to reach and execute an agreement setting forth an appropriation for the next Fiscal Year by December 31, 2014 then LYNX may, within its discretion, reduce, eliminate or discontinue the provision of Public Transportation services to the Funding Partner immediately upon providing the Funding Partner with written notice of same.

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

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

4. **LYNX Obligations.**

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

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

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

(b) **Quarterly 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 31st, March 31st, June 30th and September 30th. 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 Services

Department 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 of receipt of written notice of termination from the party desiring to terminate this Agreement or such later date as specified in the notice.

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

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

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

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

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

will immediately meet to review and make acceptable adjustments to this Contract so as to comply with such statutes and rules and regulations.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

20. **Effective Date.** The effective date of this Agreement shall be the date of its execution by the last party to execute this Agreement. Unless terminated earlier in accordance with Section 7 of this Agreement, this Agreement will terminate on September 30, 2015, except for the provisions of this Agreement which by their terms survive the termination of this Agreement and is effective.

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

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

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

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

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

[Signatures appear on following page]

SIGNATURE PAGE FOR FUNDING PARTNER

**FUNDING PARTNER:
LAKE COUNTY, FLORIDA**

By: _____
David C. Heath, County Manager

This _____ day of _____, 2014.

Approved as to form and legality:

Sanford A. Minkoff
County Attorney

SIGNATURE PAGE FOR LYNX

**CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY**

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

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

Date: _____

AKERMAN SENTERFITT,
Counsel for LYNX

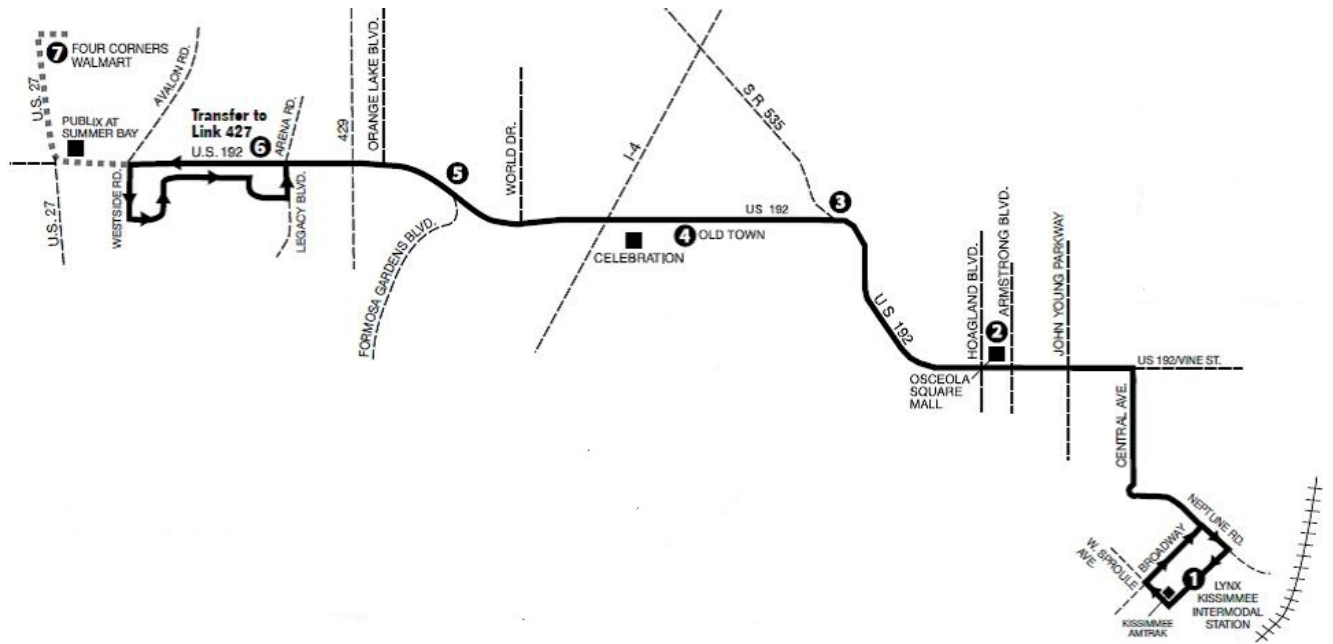
By: _____
Patrick T. Christiansen, Esq.

Exhibit "A"

DESCRIPTION OF SERVICE AREA

Link 55 w. US 192/Crosstown

Serving: LYNX Kissimmee Intermodal Station, US192 & Armstrong Blvd., SR 535, Old Town, Formosa Gardens Blvd. Legacy Blvd., and Four Corners Wal-Mart



Note: Link 55 will not stop on US 192 between Legacy Blvd. and US 27. This area is served by Polk Transit route 427.

Exhibit "B"

DESCRIPTION OF APPROPRIATED AMOUNT

October through September	\$224,734
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Exhibit B - Lake County Transit Service Costs For FY2015

FY2015 Billing Schedule:	
October 2014	\$18,728
November 2014	18,728
December 2014	18,728
January 2015	18,728
February 2015	18,728
March 2015	18,728
April 2015	18,728
May 2015	18,728
June 2015	18,728
July 2015	18,728
August 2015	18,727
September 2015	18,727
Annual Funding Request from County	\$224,734

ADDENDUM TO AGREEMENT

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

26. The Funding Partner agrees to appropriate up to a maximum of two hundred twenty four thousand seven hundred thirty four dollars and zero cents (\$224,734) to LYNX for fiscal year 2015 for the provision of public transportation services within the Service Agreement in accordance with this Agreement and to be allocated as follows:

(a) The base operating expenditures funding of \$224,734 shall be for fixed-route bus service, Access LYNX, and other existing services.

(b) The \$224,734 shall be paid by the Funding Partner to LYNX in nine (9) equal monthly installments by Funding Partner’s designated representative and shall be due on the first of each month beginning in October 2014, and payable no later than thirty (30) days after the due date. The first such payment under this Agreement shall be made within ten (10) days of receipt of the invoice or within thirty (30) days of the execution date of this Agreement. Notwithstanding the foregoing, in the event LYNX fails to submit the required quarterly reports or fails to comply with any material terms of this Agreement, the Funding Partner reserves the right to withhold the monthly payment pursuant to Section 3, of this Agreement.

Action Agenda Item #7.D

To: LYNX Board of Directors

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

Phone: 407.841.2279 ext: 6100

Item Name: Authorization to Amend the City of Kissimmee Lease Agreement and Exercise Five (5) Year Renewal Option for the Osceola Satellite Facility (OSF)

Date: 9/25/2014

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to amend the lease agreement between LYNX and the City of Kissimmee for the fixed route bus operations at the City of Kissimmee public works facility known as the LYNX Osceola Satellite Facility (OSF) and to exercise the option to renew the lease for an additional term of five (5) years.

BACKGROUND:

The Board of Directors authorized the ratification of the City of Kissimmee License Agreement for OSF on January 27, 2011. The agreement addressed the rent for office space at the facility including utilities, improvements to be made by LYNX, access to the site, insurance coverage requirements, and reimbursement to the City of Kissimmee for use of the fueling and vehicle wash facilities.

The lease agreement provides space for up to forty (40) buses, four (4) staff cars, and three (3) support vehicles plus parking for forty (40) employee vehicles. The term of the lease agreement was for five (5) years with one five (5) year renewal option with the ending to coincide with a scheduled LYNX service change. The initial term expires on December 31, 2015. LYNX staff is requesting authorization to exercise the option to renew the lease agreement for one (1) additional term of five (5) years.

In accordance with the terms of the lease agreement, LYNX staff exercised the option to provide an aboveground storage tank for diesel fuel use by LYNX. Also, LYNX staff is working with the City of Kissimmee to add the additional parking spaces needed to accommodate LYNX' vehicles. Over the past four years, the City of Kissimmee has allowed LYNX staff to park in a

LYNX Board Agenda

vacant lot. Due to upcoming roadway improvements in the vacant lot area, LYNX needs to move forward with the planned parking lot improvements.

In order to expedite the completion of the parking lot improvements, the City of Kissimmee will be using their contractor. Upon execution of this amendment, LYNX will reimburse the City of Kissimmee for the parking lot improvements up to \$68,553 with federal funds, subject to Federal Transit Administration (FTA) approval.

FISCAL IMPACT:

LYNX staff included \$80,000 and \$67,841 in the FY2015 Proposed Operating and Capital Budgets, respectively to support the City of Kissimmee license agreement and parking lot improvements.

**FIRST AMENDMENT TO LEASE AGREEMENT BETWEEN THE CITY OF KISSIMMEE
AND
THE CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY d/b/a LYNX
(Southern Operating Base Facility)**

THIS FIRST AMENDMENT TO LEASE AGREEMENT (the “First Amendment“) is entered into on this ___ day of September, 2014 between the City of Kissimmee, a municipal corporation whose address is 101 Church Street Kissimmee, Florida 34741, herein referred to as the “Lessor” and the Central Florida Regional Transportation Authority d/b/a LYNX, whose address is 445 North Garland Avenue, Orlando, Florida 32801, herein after referred to as ”Lessee” and represents as follows:

RECITAL

Whereas, on or about December 17, 2010, the Licensor and Licensee entered into that certain License Agreement (the “Initial Agreement”) dates December 17, 2010 pursuant to which the Licensor licensed to the Licensees certain portions, but not all, of certain real property located on 100 North Alaska Avenue, a municipal facility, known as Central Services (the “Facility), located within the boundaries of the City of Kissimmee, Florida. At the time, parties entered into a “license” for a short term, until certain matters were determined and agreed upon. Those matters have now been resolved and the parties amended the Initial Agreement to, among other matters, constituted it as a “lease” and agreed as to those remaining matters,

Whereas the parties have modified the commitments concerning the licensed parking premises and the improvements to be provided by lessee, and

NOW THEREFORE, the parties mutually agree and each promises to the other as follows:

1. Modification of the Initial Agreement. The Initial Agreement is amended as follows:

(a) Paragraph I.A.C. License Parking Premises: Lessor agrees to fund the cost of improvements on behalf of the Lessee for thirty-four (34) new parking spaces as reflected on Exhibit “A” to the initial agreement to be used exclusively by the Lessee. The parties agree that the sum of \$68,553.00 is the cost to do these improvements. Any additional cost incurred by the Lessor related to the improvements will be mutually agreed upon by both parties. Lessee agrees to reimburse the Lessor as additional rent, the cost amortized over a period of three (3) years beginning on October 1, 2014. If a balance is owed to the Lessor after the first year, then the remaining balance will be subject to a CPI adjustment as provided in paragraph 2(b) of the First Amendment to the License Agreement. The Lessee may pay the entire balance off at any time without any additional penalty.

2. Ratification: Except as modified by this amendment, together with the First Amendment to License Agreement, the remaining terms of the initial agreement remain in full force and effect; the parties here by confirm and ratify the Initial Agreement.

Action Agenda Item #7.E

To: LYNX Board of Directors

From: Andrea Ostrodka
INTERIM DIR OF PLAN & DEVELOP
James RODRIGUEZ
(Technical Contact)

Phone: 407.841.2279 ext: 6019

Item Name:
**Authorization to Enter into a Late Evening/Weekend Service Agreement
with the University of Central Florida (UCF) Office of Student Involvement
(OSI)**

Date: 9/25/2014

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to enter into a service agreement with the University of Central Florida (UCF) Office of Student Involvement (OSI) for late evening and weekend bus service.

BACKGROUND:

In January 2011, the LYNX Board authorized a partnership with UCF to initiate two routes providing late evening service on Friday and Saturday nights in the UCF area. This service was initiated as a result of a community need for safe transportation. An agreement between LYNX and the UCF Student Government Association (SGA) was forged to provide safe, reliable transportation for the UCF community and nearby residential and commercial/entertainment complexes during the late evening weekend hours south and west of the UCF main campus.

That new service, now called the KnightLYNX Blue Line and the KnightLYNX Green Line, was embraced by the UCF community and soon after the initial KnightLYNX service was launched, the UCF SGA requested expanded service. In response to that request, the KnightLYNX Red Line was established in February 2013 to provide a safe, reliable and consistent transportation alternative between the UCF community and the Downtown Orlando entertainment districts.

Current service includes three fixed routes:

1. UCF KnightLYNX Blue is a circulator serving the UCF Arena, UCF Recreation Center, Waterford Lakes, and other points of interest south of campus. The service runs on Friday and Saturday from 6:00 pm to 12:40 am.

LYNX Board Agenda

2. UCF KnightLYNX Green is a circulator serving the UCF Arena, UCF Recreation Center, and other points of interest west of campus. The service runs on Friday and Saturday from 8:00 pm to 2:55 am.
3. UCF KnightLYNX Red is a fixed route operating between the UCF area and downtown Orlando. The service runs Friday and Saturday from 9:15 pm to 3:25 am.


For purposes of administrative continuity, the UCF Office of Student Involvement (OSI) has replaced the SGA as the entity providing programmatic guidance for the KnightLYNX routes. LYNX is continuously working with OSI to provide outstanding transit service to the UCF community. As UCF continues to grow and expand its education and research mission in Central Florida, LYNX will work with the University to meet their evolving mobility needs.

PROPOSED NEW EXPANSION:

UCF's OSI has expressed its intent to renew its contract with LYNX for all three existing routes for one year.

FISCAL IMPACT:

LYNX staff included \$239,352 in the FY2015 Proposed Operating Budget to support the services under this contract.



**LYNX
+ UCF**

**Great Service,
Great Partnership**

KnightLYNX 2014/2015

Travel Trends



UCF



Downtown Orlando



Waterford Lakes



LYNX/UCF Partnership



- WHO** UCF students, faculty, area residents
- WHAT** 3 KnightLYNX routes
- WHEN** Evening and late night on Fridays and Saturdays
- WHERE** UCF, Waterford Lakes, Downtown Orlando
- WHY** A need for safe, reliable transportation between activity centers
- HOW** 3 routes funded by UCF/OSI



UCF KnightLYNX Routes



	Link 210 KnightLYNX Blue	Link 211 KnightLYNX Green	Link 212 KnightLYNX Red
Destinations	UCF Arena, Waterford Lakes Town Ctr., Woodbury Rd., Alafaya Commons, Pegasus Pointe Apts., Campus Crossings	UCF Arena, University Commons, western residential areas, Rec & Wellness Ctr., University Palms, Sterling Central Apts.	UCF Arena, Downtown Orlando, Alafaya Commons, Greek Park Drive, Boardwalk Apts., Campus Crossings
Days of Operation	Friday & Saturday	Friday & Saturday	Friday & Saturday
Hours of Operation	6:00 p.m. – 12:40 a.m.	8:00 p.m. – 2:55 a.m.	9:15 p.m. – 3:25 a.m.
Frequency	6 – 9 p.m.: 40 min. After 9 p.m.: 15 min.	8 – 11 p.m.: 20 min. After 11 p.m.: 15 min.	Every 60 min.



**LYNX
+ UCF**

**Great Service,
Great Partnership**

KnightLYNX 2014/2015

Action Agenda Item #7.F

To: LYNX Board of Directors

From: John Lewis
CHIEF EXECUTIVE OFFICER
Susan Black
(Technical Contact)

Phone: 407.841.2279 ext: 6017

Item Name: Authorization to Approve the Amendment to Administrative Rule 2, Board Governance (ByLaws), Redesignating the Audit and Oversight Committee as the Oversight Committee, Establish the Finance and Audit Committee and Establish the Risk Management Committee

Date: 9/25/2014

ACTION REQUESTED:

Staff is requesting the Board of Directors' adoption of Amendment to Administrative Rule 2, Board Governance (By-Laws), redesignating the Audit and Oversight Committee as the Oversight Committee, establishing the Finance and Audit Committee and establishing the Risk Management Committee.

BACKGROUND:

The amendment was drafted in response to input received from LYNX staff and from input from certain of LYNX's funding partners. The amendment is intended to enable LYNX to operate more efficiently and to give LYNX' funding partners greater participation in financial and risk management matters. The amendment seeks to achieve these objectives by:

- Recreating the Audit and Oversight Committee as the Oversight Committee. Any matters relating to "audit" would now be contained in the Finance and Audit Committee referenced below. There would be no other substantive changes to the Oversight Committee from its existing structure. As an aside, it is contemplated that the meetings of the Oversight Committee would continue to occur the same day as the Board meetings.
- Establishing a Finance and Audit Committee which will make recommendations to the Oversight Committee (who would then report to the Governing Board) and LYNX staff with respect to financial policies, goals and budgets that support the mission, values and strategic goals of LYNX. The Finance and Audit Committee would also oversee the annual audit of LYNX's financial statements. The membership of the Finance and

LYNX Board Agenda

Audit Committee would be comprised of a staff member from each of the funding partners with expertise in financial matters. LYNX's Director of Finance/Chief Financial Officer would not be a member of the committee but would provide it with support. The Committee would not have any independent authority to undertake any actions in behalf of LYNX.

- Establish a Risk Management Committee which will review and provide recommendations to LYNX with respect to LYNX's safety, insurance and risk management programs, as well as any pending litigation relating to liability and sovereign immunity matters. If requested by the Governing Board, the Oversight Committee or the LYNX Director of Risk Management, the Risk Management Committee would also review and make recommendations regarding demands, claims and lawsuits where the Authority is or would be a potential defendant, respondent or otherwise responsible party. The membership of the Risk Management Committee would be comprised of a staff member from each of the funding partners with expertise in risk management matters. The LYNX Director of Risk Management would not be a member of the committee but would provide it with support.

FISCAL IMPACT:

There is no fiscal impact associated with this action.

ADMINISTRATIVE RULE 2 (AMENDMENT)

SUBJECT: ESTABLISHMENT OF COMMITTEES

EFFECTIVE DATE:

SCOPE: The purpose of this amendment is to recreate the Oversight and Audit Committee as the Oversight Committee and to establish a Finance and Audit Committee and a Risk Management Committee.

AUTHORITY:

Authority for the establishment of this amendment to Administrative Rule 2 is as follows:

Part II, Chapter 343, Florida Statutes

AMENDMENT:

Section 2.12 of Administrative Rule 2 is hereby deleted in its entirety and the following is inserted in lieu therefor:

2.12 ~~2.12.~~ **Authorization to Establish Committees.** The Governing Board, by resolution adopted by a Majority of the Members, may create one or more committees which may exercise such powers as shall be conferred or authorized by the resolution creating said committee or committees. The composition of any committee, the removal of committee members, and the filling of vacancies shall be determined by the Governing Board. No committee may exercise any authority which is required by applicable law to be exercised solely by the Governing Board.

2.12.1 **Establishment of Oversight and Audit Committee; Purpose.** A committee ~~of the Governing Board~~ is hereby established, to be known as the “~~Oversight and Audit~~ **Oversight and Audit** Committee.” ~~The Oversight and Audit Committee’s primary functions are: (i) to assist the Governing Board in fulfilling its oversight responsibilities by reviewing the financial information, systems of internal controls which the Authority’s staff has established, and the audit process, and (ii) (i) to serve as a workshop to review and discuss matters prior to the Governing Board taking official action on such matters. In carrying out its primary functions, it is the responsibility of the Oversight and Audit Committee to provide an open avenue of communication between the Governing Board, the Authority’s staff and the Authority’s external auditors. The Oversight and Audit and (ii) to oversee the Finance and Audit Committee and the Risk Management Committee. The Oversight~~ Committee is provided specific authority to make recommendations to the Director of Finance/Chief Financial Officer, the Chief Executive Officer and the Governing Board with respect to matters that come before it.

- A. **Composition.** The Oversight ~~and Audit~~ Committee shall ~~consist~~be comprised of five members, ~~consisting of the five~~ (each an “Oversight Committee Member”). ~~The~~ Members of the Governing Board. ~~In~~ shall comprise the ~~event a member~~membership of the Oversight ~~and Audit~~ Committee ~~is unable to attend a meeting, for any reason, such member may designate any person from his or her organization to attend the meeting~~Committee; provided, however, that any Oversight Committee Member may designate an employee of the governmental entity that such member represents to attend any meeting of the Oversight Committee and exercise all of the powers of the Oversight and Audit Committee member Member in ~~his or her~~such member’s absence. The duration of any designation shall be for such period of time as is determined by the Oversight ~~and Audit~~ Committee member making the designation.
- B. **Meeting Schedule and Notice.** The Oversight ~~and Audit~~ Committee shall annually establish a schedule for meetings ~~of the Oversight and Audit Committee. The Oversight and Audit~~ provided, that the chairperson may cancel or reschedule any previously scheduled meeting or call a special meeting. The Oversight Committee shall meet at the offices of the Authority, or at such other location within the jurisdiction serviced by the Authority. All meetings of the Oversight ~~and Audit~~ Committee except as may otherwise be provided herein below and in accordance with applicable law shall be duly scheduled, subject to public notice and open to the public, to the extent required by, and in accordance with, Florida law.
- C. **Quorum.** The presence in person of a majority of the ~~members present of the Oversight and Audit~~ Members shall constitute a quorum for the transaction of business.
- D. **Committee Action.** If a quorum is present, the affirmative vote of a majority of the ~~members present of the Oversight and Audit~~ Members shall constitute an act of the Oversight ~~and Audit~~ Committee.
- E. **Chair.** ~~All meetings of the Oversight and Audit Committee must be chaired by the Chairman of the Governing Board. In his or her absence (whether or not he or she designates someone to attend in his or her absence), all meetings shall be chaired by the Vice Chairman of the Governing Board.~~ **Officers.** The Oversight Committee shall annually elect from its members a chairperson and vice chairperson and such other officers as determined by the Oversight Committee. The chairperson, and in his or her absence the vice chairperson, shall preside over all meetings of the Oversight Committee. In the absence of a chairperson or vice chairperson, the Oversight Committee members shall elect a replacement chairperson for such meeting.

F. **Responsibilities.** The Oversight ~~and Audit~~ Committee shall carry out such responsibilities as are assigned to it by the Governing Board and take such actions as it deems appropriate within the scope of its ~~primary~~ responsibilities. ~~In addition, assigned hereunder. In furtherance thereof~~ the Oversight ~~and Audit~~ Committee shall ~~(subject to the direction of the Governing Board):~~

1. **General.**

- a. Review and make recommendations to LYNX staff and the Governing Board as to the agenda for upcoming meetings of the Governing Board.
- b. ~~a. Make~~ Serve as a workshop to discuss and make recommendations to the Governing Board on matters being considered or to be considered by the Governing Board as the Oversight ~~and Audit~~ Committee may deem appropriate.
- c. Receive reports from the Finance and Audit Committee and Risk Management Committee and provide recommendations and guidance.
- d. Review the Chief Executive Officer's Report to the Governing Board and make recommendations to the Chief Executive Officer regarding the same.

2.12.2 Establishment of Finance and Audit Committee; Purpose. A committee is hereby established to be known as the Finance and Audit Committee. The Finance and Audit Committee is responsible for recommending to the Oversight Committee and Authority Staff financial policies, goals and budgets that support the mission, values and strategic goals of the Authority, and for overseeing the annual audit of the Authority's financial statements.

A. **Composition.** The Finance and Audit Committee shall be comprised of five members (each an "**Finance and Audit Committee Member**"). Each Member of the Governing Board shall be entitled to designate one Finance and Audit Committee Member from among the employees of the governmental entity that he or she represents. Each Finance and Audit Committee Member should have expertise in financial matters. The Director of Finance/Chief Financial Officer of the Authority will not be a member of the Finance and Audit Committee but will support the committee.

B. **Meeting Schedule and Notice.** The Finance and Audit Committee shall annually establish a schedule for meetings; provided, that the chairperson may cancel or reschedule any previously scheduled meeting or call a special meeting. The Finance and Audit Committee shall meet at the offices of the Authority, or at such other location within the jurisdiction serviced by the

Authority. All meetings of the Finance and Audit Committee except as may otherwise be provided herein below and in accordance with applicable law shall be duly scheduled, subject to public notice and open to the public, to the extent required by, and in accordance with, Florida law. It is initially contemplated, although not required, that the Finance and Audit Committee would meet on at least a monthly basis.

C. **Quorum.** The presence in person of a majority of the Finance and Audit Committee Members shall constitute a quorum for the transaction of business.

D. **Committee Action.** If a quorum is present, the affirmative vote of a majority of the Finance and Audit Committee Members shall constitute an act of the Finance and Audit Committee.

E. **Officers.** The Finance and Audit Committee shall annually elect from its members a chairperson and such other officers as determined by the Finance and Audit Committee. The chairperson shall preside over all meetings of the Finance and Audit Committee. In his or her absence at any particular meeting, the vice chairperson shall preside over the meeting (if one has been elected). In the absence of a chairperson or vice chairperson, the Finance and Audit Committee members shall elect a replacement chairperson for such meeting.

F. **Reports.** The chairperson (or his or her designee from the Finance and Audit Committee) shall regularly provide reports to the Oversight Committee on the status of matters before the Finance and Audit Committee, and shall provide reports to the Governing Board regarding such matters on an as needed basis.

G. **Responsibilities.** The Finance and Audit Committee shall carry out such responsibilities as are assigned to it by the Governing Board or by the Oversight Committee and take such actions as it deems appropriate within the scope of its responsibilities assigned hereunder. In furtherance thereof the Finance and Audit Committee shall:

1. **General.**

a. Review the Authority's proposed annual budget as presented by the Authority's staff for the upcoming fiscal year.

b. Recommend the annual budget to the Oversight Committee for approval after incorporating necessary amendments.

c. Monitor and report to the Oversight Committee on the Authority's compliance with its adopted budget during the fiscal year (actual vs. estimated).

d. ~~b. Conduct or authorize~~ If directed by the Governing Board or Oversight Committee, conduct investigations ~~(as it deems appropriate)~~ into any matters within the ~~Oversight~~ Finance and Audit Committee's scope of responsibilities. The ~~Oversight~~ Finance and Audit Committee shall have unrestricted access to members of the Authority's staff and relevant information. The ~~Oversight~~ Finance and Audit Committee may retain independent counsel, accountants or others to assist if in the conduct of any such investigation. Operating budget reserves may be used for investigative costs if necessary.

2. **Internal Controls and Risk Assessment.**

- a. Review and evaluate the effectiveness of the Authority's process for assessing significant risks or exposures and the steps the Authority's staff has taken to monitor and control such risks to the Authority. The ~~Oversight~~ Finance and Audit Committee shall review any significant findings and recommendations of the Authority's external auditors together with the Authority's staff's responses including the timetable for implementation of recommendations to correct any weakness in internal controls.
- b. Receive annual information from the Authority's external auditors regarding their independence, and if so determined by the ~~Oversight~~ Finance and Audit Committee, recommend that the Authority takes appropriate actions to satisfy itself of the Authority's external auditor's independence.

3. **Internal Audit.**

- a. Confirm and assure the independence and adequacy of resources for internal audit services.
- b. Review the annual internal audit plan and the focus on risk.
- c. Consider and review with the Authority's staff:
 - (i) ~~(i)~~—Significant findings and the Authority's staff's response including the timetable for implementation to correct weaknesses.
 - (ii) ~~(ii)~~—Any difficulties encountered in the course of an audit such as restrictions on the scope of work or access to information.

4. **Compliance with Laws, Regulations, and Code of Conduct.** Determine and make recommendations to the ~~Governing Board~~Oversight Committee as to whether the Authority is in compliance with pertinent laws and regulations, is conducting its affairs in accordance with the Code of Ethics set forth in Administrative Rule 5, and is maintaining effective controls against conflicts of interest and fraud.

5. **Financial Reporting.** Review with the Authority's staff and the Authority's external auditors at the completion of the annual examination:
 - a. Communications from the Authority's external auditors in the audit planning process that are required by Government Auditing Standards.
 - b. The annual financial statements and related footnotes.
 - c. The Authority's external auditors' audit of the financial statements and their report.
 - d. Management's Certification of the financial statements.
 - e. Any significant changes required in the audit plan.
 - f. Any difficulties or disputes with the Authority's staff encountered during the audit.
 - g. The organization's accounting principles.
 - h. Other matters related to conduct that should be communicated to the ~~Oversight~~Finance and Audit Committee in accordance with Government Auditing Standards #61.
 - i. Review with the Authority's staff, the Authority's financial performance on a regular basis.

6. **External Auditor.**
 - a. Recommend to the ~~Governing Board~~Oversight Committee the Authority's external auditors to be appointed and the related compensation.
 - b. Review and approve the discharge of the Authority's external auditors.

- c. Review the scope and approach of the annual audit with the Authority's external auditors.
- d. Approval all non-audit services provided by the Authority's external auditors.

~~I hereby certify that the foregoing Administrative Rule 2 was adopted by the Governing Board of the Authority at its duly called meeting on _____, 2011.~~

~~Deborah Henderson, Assistant Secretary~~

2.12.3 Establishment of Risk Management Committee; Purpose. A committee is hereby established to be known as the Risk Management Committee. The Risk Management Committee is responsible for reviewing and providing recommendations to the Authority with respect to the Authority's safety, insurance and risk management programs.

A. Composition. The Risk Management Committee shall be comprised of five members (each a "**Risk Management Committee Member**"). Each Member of the Governing Board shall be entitled to designate one Risk Management Committee Member from among the employees of the governmental entity that he or she represents. Each Risk Management Committee Member should have expertise in the particular matters that are to come before the Risk Management Committee. The Director of Risk Management of the Authority will not be a member of the Risk Management Committee but will support the committee.

B. Meeting Schedule and Notice. The Risk Management Committee shall annually establish a schedule for meetings; provided, that the chairperson may cancel or reschedule any previously scheduled meeting or call a special meeting. The Risk Management Committee shall meet at the offices of the Authority, or at such other location within the jurisdiction serviced by the Authority. All meetings of the Risk Management Committee except as may otherwise be provided herein below and in accordance with applicable law shall be duly scheduled, subject to public notice and open to the public, to the extent required by, and in accordance with, Florida law. As provided in Section 768.28(16), Florida Statutes, portions of meetings and proceeds conducted solely to the evaluation of claims or which relate solely to offers of compromise of claims are exempt from the public meeting requirements of Section 286.011, Florida Statutes, and Section 24(b), Article I of the State Constitution. It is initially contemplated, although not required, that the Risk Management Committee would meet on a triannual or quarter annual basis.

- C. **Quorum.** The presence in person of a majority of the Risk Management Committee Members shall constitute a quorum for the transaction of business.
- D. **Committee Action.** If a quorum is present, the affirmative vote of a majority of the Risk Management Committee Members shall constitute an act of the Risk Management Committee.
- E. **Officers.** The Risk Management Committee shall annually elect from its members a chairperson and such other officers as determined by the Risk Management Committee. The chairperson shall preside over all meetings of the Risk Management Committee. In his or her absence at any particular meeting, the vice chairperson shall preside over the meeting (if one has been elected). In the absence of a chairperson or vice chairperson, the Risk Management Committee members shall elect a replacement chairperson for such meeting.
- F. **Reports.** At the next meeting of the Oversight Committee following each meeting of the Risk Management Committee, the chairperson (or his or her designee from the Risk Management Committee) shall provide a report to and solicit input from the Oversight Committee on the status of matters before the Risk Management Committee. The chairperson (or his or her designee from the Risk Management Committee) shall also provide reports to and solicit input from the Oversight Committee regarding such matters on an as needed basis.
- G. **Responsibilities.** The Risk Management Committee shall carry out such responsibilities as are assigned to it by the Governing Board or the Oversight Committee and take such actions as it deems appropriate within the scope of its responsibilities assigned hereunder. In furtherance thereof the Risk Management Committee shall and is specifically authorized to:
1. Review pending legislation pertaining to liability and sovereign immunity matters and review LYNX's risk management programs and insurance coverages, and provide periodic status updates and recommendations to the Oversight Committee regarding such matters.
 2. If requested by the Governing Board, Oversight Committee or Director of Risk Management, review tort and worker's compensation based demands, claims and lawsuits where the Authority is or would be a potential defendant, respondent or otherwise responsible party, and provide recommendations to the Governing Board, Oversight Committee or Director of Risk Management, as appropriate, regarding such demands, claims and lawsuits. Such recommendations may include whether or not to settle such demands, claims and lawsuits and, if the Risk

Management Committee believes that settlement is appropriate, the recommended terms of such settlement.

ADMINISTRATIVE RULE 2 (AMENDMENT)

SUBJECT: ESTABLISHMENT OF COMMITTEES

EFFECTIVE DATE:

SCOPE: The purpose of this amendment is to recreate the Oversight and Audit Committee as the Oversight Committee and to establish a Finance and Audit Committee and a Risk Management Committee. **AUTHORITY:**

Authority for the establishment of this amendment to Administrative Rule 2 is as follows:

Part II, Chapter 343, Florida Statutes

AMENDMENT:

Section 2.12 of Administrative Rule 2 is hereby deleted in its entirety and the following is inserted in lieu thereof:

2.12 **Authorization to Establish Committees**. The Governing Board, by resolution adopted by a Majority of the Members, may create one or more committees which may exercise such powers as shall be conferred or authorized by the resolution creating said committee or committees. The composition of any committee, the removal of committee members, and the filling of vacancies shall be determined by the Governing Board. No committee may exercise any authority which is required by applicable law to be exercised solely by the Governing Board.

2.12.1 **Establishment of Oversight Committee; Purpose**. A committee is hereby established to be known as the Oversight Committee. The Oversight Committee's primary functions are (i) to serve as a workshop to review and discuss matters prior to the Governing Board taking official action on such matters and (ii) to oversee the Finance and Audit Committee and the Risk Management Committee. The Oversight Committee is provided specific authority to make recommendations to the Director of Finance/Chief Financial Officer, the Chief Executive Officer and the Governing Board with respect to matters that come before it.

A. **Composition**. The Oversight Committee shall be comprised of five members (each an "**Oversight Committee Member**"). The Members of the Governing Board shall comprise the membership of the Oversight Committee; *provided, however*, that any Oversight Committee Member may designate an employee of the governmental entity that such member represents to attend any meeting of the Oversight Committee and exercise all of the powers of the Oversight Committee Member in such member's absence. The duration of any designation shall be for such period of time as is determined by the Oversight Committee member making the designation.

- B. **Meeting Schedule and Notice.** The Oversight Committee shall annually establish a schedule for meetings; provided, that the chairperson may cancel or reschedule any previously scheduled meeting or call a special meeting. The Oversight Committee shall meet at the offices of the Authority, or at such other location within the jurisdiction serviced by the Authority. All meetings of the Oversight Committee except as may otherwise be provided herein below and in accordance with applicable law shall be duly scheduled, subject to public notice and open to the public, to the extent required by, and in accordance with, Florida law.
- C. **Quorum.** The presence in person of a majority of the Oversight Committee Members shall constitute a quorum for the transaction of business.
- D. **Committee Action.** If a quorum is present, the affirmative vote of a majority of the Oversight Committee Members shall constitute an act of the Oversight Committee.
- E. **Officers.** The Oversight Committee shall annually elect from its members a chairperson and vice chairperson and such other officers as determined by the Oversight Committee. The chairperson, and in his or her absence the vice chairperson, shall preside over all meetings of the Oversight Committee. In the absence of a chairperson or vice chairperson, the Oversight Committee members shall elect a replacement chairperson for such meeting.
- F. **Responsibilities.** The Oversight Committee shall carry out such responsibilities as are assigned to it by the Governing Board and take such actions as it deems appropriate within the scope of its responsibilities assigned hereunder. In furtherance thereof the Oversight Committee shall:
 - 1. **General.**
 - a. Review and make recommendations to LYNX staff and the Governing Board as to the agenda for upcoming meetings of the Governing Board.
 - b. Serve as a workshop to discuss and make recommendations to the Governing Board on matters being considered or to be considered by the Governing Board as the Oversight Committee may deem appropriate.
 - c. Receive reports from the Finance and Audit Committee and Risk Management Committee and provide recommendations and guidance.

- d. Review the Chief Executive Officer's Report to the Governing Board and make recommendations to the Chief Executive Officer regarding the same.

2.12.2 **Establishment of Finance and Audit Committee; Purpose.** A committee is hereby established to be known as the Finance and Audit Committee. The Finance and Audit Committee is responsible for recommending to the Oversight Committee and Authority Staff financial policies, goals and budgets that support the mission, values and strategic goals of the Authority, and for overseeing the annual audit of the Authority's financial statements.

- A. **Composition.** The Finance and Audit Committee shall be comprised of five members (each an "**Finance and Audit Committee Member**"). Each Member of the Governing Board shall be entitled to designate one Finance and Audit Committee Member from among the employees of the governmental entity that he or she represents. Each Finance and Audit Committee Member should have expertise in financial matters. The Director of Finance/Chief Financial Officer of the Authority will not be a member of the Finance and Audit Committee but will support the committee.
- B. **Meeting Schedule and Notice.** The Finance and Audit Committee shall annually establish a schedule for meetings; provided, that the chairperson may cancel or reschedule any previously scheduled meeting or call a special meeting. The Finance and Audit Committee shall meet at the offices of the Authority, or at such other location within the jurisdiction serviced by the Authority. All meetings of the Finance and Audit Committee except as may otherwise be provided herein below and in accordance with applicable law shall be duly scheduled, subject to public notice and open to the public, to the extent required by, and in accordance with, Florida law. It is initially contemplated, although not required, that the Finance and Audit Committee would meet on at least a monthly basis.
- C. **Quorum.** The presence in person of a majority of the Finance and Audit Committee Members shall constitute a quorum for the transaction of business.
- D. **Committee Action.** If a quorum is present, the affirmative vote of a majority of the Finance and Audit Committee Members shall constitute an act of the Finance and Audit Committee.
- E. **Officers.** The Finance and Audit Committee shall annually elect from its members a chairperson and such other officers as determined by the Finance and Audit Committee. The chairperson shall preside over all meetings of the Finance and Audit Committee. In his or her absence at any particular meeting, the vice chairperson shall preside over the meeting (if one has been elected). In the absence of a chairperson or vice

chairperson, the Finance and Audit Committee members shall elect a replacement chairperson for such meeting.

F. **Reports.** The chairperson (or his or her designee from the Finance and Audit Committee) shall regularly provide reports to the Oversight Committee on the status of matters before the Finance and Audit Committee, and shall provide reports to the Governing Board regarding such matters on an as needed basis.

G. **Responsibilities.** The Finance and Audit Committee shall carry out such responsibilities as are assigned to it by the Governing Board or by the Oversight Committee and take such actions as it deems appropriate within the scope of its responsibilities assigned hereunder. In furtherance thereof the Finance and Audit Committee shall:

1. **General.**

- a. Review the Authority's proposed annual budget as presented by the Authority's staff for the upcoming fiscal year.
- b. Recommend the annual budget to the Oversight Committee for approval after incorporating necessary amendments.
- c. Monitor and report to the Oversight Committee on the Authority's compliance with its adopted budget during the fiscal year (actual vs. estimated).
- d. If directed by the Governing Board or Oversight Committee, conduct investigations into any matters within the Finance and Audit Committee's scope of responsibilities. The Finance and Audit Committee shall have unrestricted access to members of the Authority's staff and relevant information. The Finance and Audit Committee may retain independent counsel, accountants or others to assist in the conduct of any such investigation. Operating budget reserves may be used for investigative costs if necessary.

2. **Internal Controls and Risk Assessment.**

- a. Review and evaluate the effectiveness of the Authority's process for assessing significant risks or exposures and the steps the Authority's staff has taken to monitor and control such risks to the Authority. The Finance and Audit Committee shall review any significant findings and recommendations of the Authority's external auditors together with the Authority's staff's responses including

the timetable for implementation of recommendations to correct any weakness in internal controls.

- b. Receive annual information from the Authority's external auditors regarding their independence, and if so determined by the Finance and Audit Committee, recommend that the Authority takes appropriate actions to satisfy itself of the Authority's external auditor's independence.

3. **Internal Audit.**

- a. Confirm and assure the independence and adequacy of resources for internal audit services.
- b. Review the annual internal audit plan and the focus on risk.
- c. Consider and review with the Authority's staff:
 - (i) Significant findings and the Authority's staff's response including the timetable for implementation to correct weaknesses.
 - (ii) Any difficulties encountered in the course of an audit such as restrictions on the scope of work or access to information.

4. **Compliance with Laws, Regulations, and Code of Conduct.**

Determine and make recommendations to the Oversight Committee as to whether the Authority is in compliance with pertinent laws and regulations, is conducting its affairs in accordance with the Code of Ethics set forth in Administrative Rule 5, and is maintaining effective controls against conflicts of interest and fraud.

5. **Financial Reporting.** Review with the Authority's staff and the Authority's external auditors at the completion of the annual examination:

- a. Communications from the Authority's external auditors in the audit planning process that are required by Government Auditing Standards.
- b. The annual financial statements and related footnotes.
- c. The Authority's external auditors' audit of the financial statements and their report.
- d. Management's Certification of the financial statements.

- e. Any significant changes required in the audit plan.
- f. Any difficulties or disputes with the Authority's staff encountered during the audit.
- g. The organization's accounting principles.
- h. Other matters related to conduct that should be communicated to the Finance and Audit Committee in accordance with Government Auditing Standards #61.
- i. Review with the Authority's staff, the Authority's financial performance on a regular basis.

6. **External Auditor.**

- a. Recommend to the Oversight Committee the Authority's external auditors to be appointed and the related compensation.
- b. Review and approve the discharge of the Authority's external auditors.
- c. Review the scope and approach of the annual audit with the Authority's external auditors.
- d. Approval all non-audit services provided by the Authority's external auditors.

2.12.3 **Establishment of Risk Management Committee; Purpose.** A committee is hereby established to be known as the Risk Management Committee. The Risk Management Committee is responsible for reviewing and providing recommendations to the Authority with respect to the Authority's safety, insurance and risk management programs.

- A. **Composition.** The Risk Management Committee shall be comprised of five members (each a "**Risk Management Committee Member**"). Each Member of the Governing Board shall be entitled to designate one Risk Management Committee Member from among the employees of the governmental entity that he or she represents. Each Risk Management Committee Member should have expertise in the particular matters that are to come before the Risk Management Committee. The Director of Risk Management of the Authority will not be a member of the Risk Management Committee but will support the committee.
- B. **Meeting Schedule and Notice.** The Risk Management Committee shall annually establish a schedule for meetings; provided, that the chairperson may cancel or reschedule any previously scheduled meeting or call a

special meeting. The Risk Management Committee shall meet at the offices of the Authority, or at such other location within the jurisdiction serviced by the Authority. All meetings of the Risk Management Committee except as may otherwise be provided herein below and in accordance with applicable law shall be duly scheduled, subject to public notice and open to the public, to the extent required by, and in accordance with, Florida law. As provided in Section 768.28(16), Florida Statutes, portions of meetings and proceeds conducted solely to the evaluation of claims or which relate solely to offers of compromise of claims are exempt from the public meeting requirements of Section 286.011, Florida Statutes, and Section 24(b), Article I of the State Constitution. It is initially contemplated, although not required, that the Risk Management Committee would meet on a triannual or quarter annual basis.

- C. **Quorum.** The presence in person of a majority of the Risk Management Committee Members shall constitute a quorum for the transaction of business.
- D. **Committee Action.** If a quorum is present, the affirmative vote of a majority of the Risk Management Committee Members shall constitute an act of the Risk Management Committee.
- E. **Officers.** The Risk Management Committee shall annually elect from its members a chairperson and such other officers as determined by the Risk Management Committee. The chairperson shall preside over all meetings of the Risk Management Committee. In his or her absence at any particular meeting, the vice chairperson shall preside over the meeting (if one has been elected). In the absence of a chairperson or vice chairperson, the Risk Management Committee members shall elect a replacement chairperson for such meeting.
- F. **Reports.** At the next meeting of the Oversight Committee following each meeting of the Risk Management Committee, the chairperson (or his or her designee from the Risk Management Committee) shall provide a report to and solicit input from the Oversight Committee on the status of matters before the Risk Management Committee. The chairperson (or his or her designee from the Risk Management Committee) shall also provide reports to and solicit input from the Oversight Committee regarding such matters on an as needed basis.
- G. **Responsibilities.** The Risk Management Committee shall carry out such responsibilities as are assigned to it by the Governing Board or the Oversight Committee and take such actions as it deems appropriate within the scope of its responsibilities assigned hereunder. In furtherance thereof the Risk Management Committee shall and is specifically authorized to:

1. Review pending legislation pertaining to liability and sovereign immunity matters and review LYNX's risk management programs and insurance coverages, and provide periodic status updates and recommendations to the Oversight Committee regarding such matters.
2. If requested by the Governing Board, Oversight Committee or Director of Risk Management, review tort and worker's compensation based demands, claims and lawsuits where the Authority is or would be a potential defendant, respondent or otherwise responsible party, and provide recommendations to the Governing Board, Oversight Committee or Director of Risk Management, as appropriate, regarding such demands, claims and lawsuits. Such recommendations may include whether or not to settle such demands, claims and lawsuits and, if the Risk Management Committee believes that settlement is appropriate, the recommended terms of such settlement.

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 - August 31, 2014

Date: 9/25/2014

Please find attached the monthly financial report for the eleven months ending August 31, 2014. LYNX' Statement of Revenues, Expenses, and Changes in Net Assets (Operating Statement) for the eleven months ending August 31, 2014 reflect total revenue earned in the amount of \$112,290,408 and total expenses incurred in the amount of \$109,800,060 resulting in a net operating profit of \$2,490,348.

- Fixed route, Vanpool, and NeighborLink services resulted in an operating profit of \$4,007,363 for the eleven months of the fiscal year.
- Paratransit services resulted in an operating loss of \$1,517,015 for the eleven months of the fiscal year.

Fixed Route Operations:

The year-to-date Operating Revenues are lower than the budget at 99%. Customer fares are at 99% of the budgeted amount year-to-date.

Advertising revenue is 17% higher than anticipated for the month of August 2014 and year-to-date is 1% higher than the budgeted amount. Actual revenues through August 2014 for advertising on buses, shelters, and in-kind (trade) transactions are \$1,072,563, \$494,414 and \$0, respectively. Direct Media's staff continue to enhance LYNX' advertising program and to increase the advertising revenue stream. Direct Media's sales staff is actively seeking new clients and working with existing clients to offer an attractive and affordable advertising program.

In an attempt to stabilize fuel cost in the future, LYNX' staff entered into a fuel hedging arrangement with Merrill Lynch Commodities, Incorporated. During the month of August 2014, LYNX locked in eighty-eight percent (88%) of the total monthly purchases, resulting in the cap (LYNX locked) prices lower than the future (float) prices. At this time, LYNX is 100% on target budget year-to-date. In the month of August LYNX paid an average price of \$2.98 (net) per gallon for diesel fuel and \$2.87 (net) per gallon for bio-diesel, less fuel hedging gains which

is lower than the budgeted price per gallon of \$3.17 (net). The national diesel fuel price for the month of August 2014 was \$3.80 (net), which is an indication of potential increases in the price of fuel for LYNX throughout the year. LYNX is currently \$42,603 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 and holiday pay than anticipated as of August 31, 2014. Repairs and maintenance expenses for revenue vehicles are 10% above the budget year-to-date, however other materials and supplies costs are under budget. Temporary services, legal services, and casualty and liability costs are higher than budgeted year to date. Expenses related to custodial, contract maintenance and other miscellaneous expenses are less than budgeted. Professional services related to various planning projects also less than anticipated year to date.

Paratransit Operations:

The operating loss from Paratransit operations is related to an actual blended trip rate that is higher than the budgeted trip rate, combined with lower than budgeted contract revenues. The cost of unleaded fuel for the month of August is 2% higher than the budgeted, however overall it is 4% lower than budgeted year to date as of August 31, 2014. During the month of August 2014, 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 \$2.97 (net) per gallon in the FY2014 budget. LYNX is currently paying \$2.82 (net) per gallon. The national unleaded fuel price for the month of August 2014 was \$3.23 (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			
FY2014	Trips (Year-to-Date)	Blended Trip Rate	Costs
Actual (with est.)	654,903	\$27.87	\$18,248,953
Budget (rounding)	706,816	\$25.03	\$17,691,633
Excess Trips/Costs	(51,913)	\$2.84	\$557,320

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY
BALANCE SHEETS
August 31, 2014 AND 2013
(UNAUDITED)

	2014	2013
ASSETS		
CURRENT ASSETS:		
Cash and cash equivalents	\$ 30,232,115	\$ 20,828,474
Receivables:		
Local, trade and operating assistance	10,703,341	6,404,743
Federal grants	11,197,122	22,178,332
State grants	5,515,208	4,962,881
Inventory	1,681,019	1,568,139
Prepaid expenses and other assets	473,041	358,320
Restricted cash and cash equivalents	3,330,447	3,484,859
Derivative instrument - fuel hedge	-	744,896
	63,132,293	60,530,644
Total current assets		
NONCURRENT ASSETS:		
Restricted cash and cash equivalents	-	4,195,063
Property and equipment:		
Land	8,571,465	8,571,465
Buildings and shelters	94,810,479	92,721,591
Revenue vehicles	144,055,781	121,886,341
Furniture, Fixtures & Equipment	33,440,118	28,599,057
Leasehold improvements	38,699	-
Total property and equipment	280,916,542	251,778,454
Less: accumulated depreciation	(145,804,389)	(126,884,575)
Construction in progress	18,980,434	13,382,328
	154,092,587	138,276,207
Net property and equipment		
Other assets	224,757	60,253
	154,317,344	142,531,523
Total noncurrent assets		
TOTAL ASSETS	217,449,637	203,062,167
DEFERRED OUTFLOW OF RESOURCES		
Accumulated decrease in fair value of fuel hedge instrument	62,919	-

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY
BALANCE SHEETS
August 31, 2014 AND 2013
(UNAUDITED)

	2014	2013
LIABILITIES AND NET POSITION		
CURRENT LIABILITIES:		
Accounts payable	\$ 6,811,365	\$ 10,716,601
Accrued salaries and related taxes	3,224,785	2,532,187
Accrued compensated absences	3,581,399	3,656,202
Accrued self-insurance liability, current	2,128,430	2,128,388
Leases payable, current	-	1,222,768
SIB loans payable, current	781,649	5,021,344
Deferred operating revenue	10,290,736	4,188,777
Deferred capital	3,188,593	2,926,900
Derivative instrument - fuel hedge	62,919	-
Total current liabilities	30,069,876	32,393,167
NONCURRENT LIABILITIES:		
Leases payable, long-term	-	-
Loans payable	1,610,507	2,392,156
Accrued self-insurance liability, long-term	6,291,109	2,604,634
Total noncurrent liabilities	7,901,616	4,996,790
Total liabilities	37,971,492	37,389,957
DEFERRED INFLOW OF RESOURCES		
Accumulated increase in fair value of fuel hedge instrument	-	744,896
NET POSITION:		
Invested in capital assets, net of related debt	148,036,047	132,111,901
Restricted	-	91,276
Unrestricted	31,505,017	32,724,137
Total net position	179,541,064	164,927,314
TOTAL LIABILITIES AND NET POSITION	\$ 217,512,556	\$ 203,062,167

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY
STATEMENT OF REVENUES AND EXPENSES
FOR THE MONTH OF AUGUST 2014 AND THE ELEVEN MONTHS ENDED AUGUST 31, 2014
(UNAUDITED)

	Year to Date			Month of August		
	Budget	Actual	%	Budget	Actual	%
OPERATING REVENUES						
Customer Fares	\$ 26,977,313	\$ 26,683,743	99%	\$ 2,452,483	\$ 2,286,078	93%
Contract Services:						
Local Financial Assistance	10,816,982	10,590,332	98%	991,352	973,745	98%
Other Contractual Services	8,893,874	8,078,754	91%	808,534	376,462	47%
Advertising	1,585,837	1,594,477	101%	144,167	168,244	117%
Other Operating Income	382,338	339,687	89%	34,758	19,835	57%
Total Operating Revenues	<u>48,656,344</u>	<u>47,286,993</u>	97%	<u>4,431,294</u>	<u>3,824,364</u>	86%
NONOPERATING REVENUES						
Operating assistance grants:						
Federal	679,250	679,250	100%	61,750	61,750	100%
State of Florida	8,609,590	9,023,041	105%	782,690	820,277	105%
Local	39,378,141	39,298,717	100%	3,579,831	3,585,980	100%
Planning and other assistance grants:						
Federal - Other	17,736,846	14,291,832	81%	1,592,447	1,189,864	75%
State of Florida - Other	1,925,022	1,614,138	84%	193,557	210,302	109%
Local Matching - Other	-	4,866	N/A	-	165	N/A
Interest Income	68,750	28,246	41%	6,250	2,981	48%
Gain / (Loss) on Sale of Assets	-	63,325	N/A	-	14,741	N/A
Total Nonoperating Revenues	<u>68,397,599</u>	<u>65,003,415</u>	95%	<u>6,216,525</u>	<u>5,886,060</u>	95%
Total Revenues	<u>117,053,943</u>	<u>112,290,408</u>	96%	<u>10,647,819</u>	<u>9,710,424</u>	91%
OPERATING EXPENSES						
Salaries and Wages	39,328,755	37,865,185	96%	3,591,728	3,409,376	95%
Fringe Benefits	21,414,418	20,046,603	94%	1,946,180	1,702,228	87%
Purchased Transportation Services	19,160,581	19,971,015	104%	1,741,871	1,732,224	99%
Fuel	15,493,077	15,369,227	99%	1,421,067	1,476,343	104%
Other Materials and Supplies	6,816,689	6,261,571	92%	619,699	598,560	97%
Professional Services	4,717,680	2,021,718	43%	428,880	214,029	50%
Other Services	5,009,496	3,868,364	77%	447,291	330,361	74%
Lease and Miscellaneous Expenses	2,010,453	731,072	36%	166,968	52,308	31%
Casualty and Liability Insurance	1,567,291	1,784,426	114%	142,481	101,962	72%
Utilities	1,284,778	1,295,046	101%	116,798	128,023	110%
Taxes and Licenses	396,132	517,741	131%	36,012	54,565	152%
Interest Expense	71,588	68,092	95%	6,508	4,496	69%
Total Operating Expenses	<u>117,270,938</u>	<u>109,800,060</u>	94%	<u>10,665,483</u>	<u>9,804,475</u>	92%
OPERATING GAIN / (LOSS)	<u>\$ (216,995)</u>	<u>\$ 2,490,348</u>	N/A	<u>\$ (17,664)</u>	<u>\$ (94,051)</u>	N/A

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY
FIXED-ROUTE, VANPOOL AND NEIGHORLINK SEGMENT
STATEMENT OF REVENUES AND EXPENSES
FOR THE MONTH OF AUGUST 2014 AND THE ELEVEN MONTHS ENDED AUGUST 31, 2014
(UNAUDITED)

	Year to Date			Month of August		
	Budget	Actual	%	Budget	Actual	%
OPERATING REVENUES						
Customer Fares	\$ 25,382,258	\$ 25,039,195	99%	\$ 2,307,478	\$ 2,139,960	93%
Contract Services:						
Local Financial Assistance	10,816,982	10,590,332	98%	991,352	973,745	98%
Other Contractual Services	-	88,363	N/A	-	7,979	N/A
Advertising	1,585,837	1,594,477	101%	144,167	168,244	117%
Other Operating Income	382,338	339,687	89%	34,758	19,835	57%
Total Operating Revenues	<u>38,167,415</u>	<u>37,652,054</u>	99%	<u>3,477,755</u>	<u>3,309,763</u>	95%
NONOPERATING REVENUES						
Operating assistance grants:						
Federal	679,250	679,250	100%	61,750	61,750	100%
State of Florida	8,609,590	9,023,041	105%	782,690	820,277	105%
Local	29,892,225	29,934,508	100%	2,717,475	2,734,688	101%
Planning and other assistance grants:						
Federal - Other	15,654,360	12,214,490	78%	1,403,130	1,017,848	73%
State of Florida - Other	1,925,022	1,614,138	84%	193,557	210,302	109%
Local Matching - Other	-	4,866	N/A	-	165	N/A
Interest Income	68,750	28,246	41%	6,250	2,981	48%
Gain / (Loss) on the Sale of Assets	-	63,325	N/A	-	14,741	N/A
Total Nonoperating Revenues	<u>56,829,197</u>	<u>53,561,864</u>	94%	<u>5,164,852</u>	<u>4,862,752</u>	94%
Total Revenues	<u>94,996,612</u>	<u>91,213,918</u>	96%	<u>8,642,607</u>	<u>8,172,515</u>	95%
OPERATING EXPENSES						
Salaries and Wages	38,942,649	37,496,576	96%	3,555,622	3,379,351	95%
Fringe Benefits	21,168,096	19,806,338	94%	1,923,510	1,663,731	86%
Purchased Transportation Services	1,311,464	1,586,086	121%	119,224	183,884	154%
Fuel	12,352,445	12,309,842	100%	1,135,555	1,201,584	106%
Other Materials and Supplies	6,794,326	6,258,142	92%	617,666	598,092	97%
Professional Services	4,388,417	1,836,741	42%	398,947	206,003	52%
Other Services	4,805,369	3,608,861	75%	428,734	306,042	71%
Lease and Miscellaneous Expenses	1,999,728	727,634	36%	165,993	52,308	32%
Casualty and Liability Insurance	1,567,291	1,784,426	114%	142,481	101,962	72%
Utilities	1,229,976	1,255,014	102%	111,816	128,442	115%
Taxes and Licenses	350,790	468,803	134%	31,890	48,925	153%
Interest Expense	71,588	68,092	95%	6,508	4,496	69%
Total Operating Expenses	<u>94,982,139</u>	<u>87,206,555</u>	92%	<u>8,637,946</u>	<u>7,874,820</u>	91%
OPERATING GAIN / (LOSS)	<u>\$ 14,473</u>	<u>\$ 4,007,363</u>	N/A	<u>\$ 4,661</u>	<u>\$ 297,695</u>	N/A

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY
PARATRANSIT SEGMENT
STATEMENT OF REVENUES AND EXPENSES
FOR THE MONTH OF AUGUST 2014 AND THE ELEVEN MONTHS ENDED AUGUST 31, 2014
(UNAUDITED)

	Year to Date			Month of August		
	Budget	Actual	%	Budget	Actual	%
OPERATING REVENUES						
Customer Fares	\$ 1,595,055	\$ 1,644,548	103%	\$ 145,005	\$ 146,118	101%
Contract Services:						
Local Financial Assistance	-	-	N/A	-	-	N/A
Other Contractual Services	8,893,874	7,990,391	90%	808,534	368,483	46%
Advertising	-	-	N/A	-	-	N/A
Other Operating Income	-	-	N/A	-	-	N/A
Total Operating Revenues	<u>10,488,929</u>	<u>9,634,939</u>	92%	<u>953,539</u>	<u>514,601</u>	54%
NONOPERATING REVENUES						
Operating assistance grants:						
Federal	-	-	N/A	-	-	N/A
State of Florida	-	-	N/A	-	-	N/A
Local	9,485,916	9,364,209	99%	862,356	851,292	99%
Planning and other assistance grants:						
Federal - Other	2,082,486	2,077,342	100%	189,317	172,016	91%
State of Florida - Other	-	-	N/A	-	-	N/A
Local Matching - Other	-	-	N/A	-	-	N/A
Interest Income	-	-	N/A	-	-	N/A
Gain / (Loss) on the Sale of Assets	-	-	N/A	-	-	N/A
Total Nonoperating Revenues	<u>11,568,402</u>	<u>11,441,551</u>	99%	<u>1,051,673</u>	<u>1,023,308</u>	97%
Total Revenues	<u>22,057,331</u>	<u>21,076,490</u>	96%	<u>2,005,212</u>	<u>1,537,909</u>	77%
OPERATING EXPENSES						
Salaries and Wages	386,106	368,609	95%	36,106	30,025	83%
Fringe Benefits	246,322	240,265	98%	22,670	38,497	170%
Purchased Transportation Services	17,849,117	18,384,929	103%	1,622,647	1,548,340	95%
Fuel	3,140,632	3,059,385	97%	285,512	274,759	96%
Other Materials and Supplies	22,363	3,429	15%	2,033	468	23%
Professional Services	329,263	184,977	56%	29,933	8,026	27%
Other Services	204,127	259,503	127%	18,557	24,319	131%
Lease and Miscellaneous Expenses	10,725	3,438	32%	975	-	0%
Casualty and Liability Insurance	-	-	N/A	-	-	N/A
Utilities	54,802	40,032	73%	4,982	(419)	-8%
Taxes and Licenses	45,342	48,938	108%	4,122	5,640	137%
Interest Expense	-	-	N/A	-	-	N/A
Total Operating Expenses	<u>22,288,799</u>	<u>22,593,505</u>	101%	<u>2,027,537</u>	<u>1,929,655</u>	95%
OPERATING GAIN / (LOSS)	<u>\$ (231,468)</u>	<u>\$ (1,517,015)</u>	N/A	<u>\$ (22,325)</u>	<u>\$ (391,746)</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 - July 31, 2014

Date: 9/25/2014

Please find attached the monthly financial report for the ten months ending July 31, 2014. LYNX' Statement of Revenues, Expenses, and Changes in Net Assets (Operating Statement) for the ten months ending July 31, 2014 reflect total revenue earned in the amount of \$102,579,984 and total expenses incurred in the amount of \$99,995,584 resulting in a net operating profit of \$2,584,400.

- Fixed route, Vanpool, and NeighborLink services resulted in an operating profit of \$3,709,664 for the ten months of the fiscal year.
- Paratransit services resulted in an operating loss of \$1,125,264 for the ten months of the fiscal year.

Fixed Route Operations:

The year-to-date Operating Revenues are lower than the budget at 99%. Customer fares are at 99% of the budgeted amount year-to-date.

Advertising revenue is higher than anticipated for the month of July 2014 and year-to-date is 99% of the budgeted amount. Actual revenues through July 2014 for advertising on buses, shelters, and in-kind (trade) transactions are \$966,247, \$434,986 and \$-0-, respectively. Direct Media's staff continue to enhance LYNX' advertising program and to increase the advertising revenue stream. Direct Media's sales staff is actively seeking new clients and working with existing clients to offer an attractive and affordable advertising program.

In an attempt to stabilize fuel cost in the future, LYNX' staff entered into a fuel hedging arrangement with Merrill Lynch Commodities, Incorporated. During the month of July 2014, LYNX locked in eighty-three percent (83%) of the total monthly purchases, resulting in the cap (LYNX locked) prices lower than the future (float) prices. At this time, LYNX is 1% below the budget year-to-date. In the month of July LYNX paid an average price of \$3.00 (net) per gallon

for diesel fuel and \$2.89 (net) per gallon for bio-diesel, less fuel hedging gains which is lower than the budgeted price per gallon of \$3.17 (net). The national diesel fuel price for the month of July 2014 was \$3.85 (net), which is an indication of potential increases in the price of fuel for LYNX throughout the year. LYNX is currently \$108,630 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 and holiday pay than anticipated as of July 31, 2014. Repairs and maintenance expenses for revenue vehicles are 10% above the budget year-to-date, however other materials and supplies costs are under budget. Temporary services, legal services, and casualty and liability costs are higher than budgeted year to date. Expenses related to custodial, contract maintenance and other miscellaneous expenses are less than budgeted. Professional services related to various planning projects also less than anticipated year to date.

Paratransit Operations:

The operating loss from Paratransit operations is related to an actual blended trip rate that is higher than the budgeted trip rate, combined with lower than budgeted contract revenues. The cost of unleaded fuel for the month of July is 11% higher than the budgeted, however overall it is 2% lower than budgeted year to date as of July 31, 2014. During the month of July 2014, LYNX locked in fifty-three percent (53%) 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 \$2.97 (net) per gallon in the FY2014 budget. LYNX is currently paying \$2.92 (net) per gallon. The national unleaded fuel price for the month of July 2014 was \$3.35 (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			
FY2014	Trips (Year-to-Date)	Blended Trip Rate	Costs
Actual (with est.)	601,900	\$27.75	\$16,703,439
Budget (rounding)	642,560	\$25.03	\$16,083,303
Excess Trips/Costs	(40,660)	\$2.72	\$620,136

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY
BALANCE SHEETS
July 31, 2014 AND 2013
(UNAUDITED)

	2014	2013
ASSETS		
CURRENT ASSETS:		
Cash and cash equivalents	\$ 24,345,525	23,891,087
Receivables:		
Local, trade and operating assistance	6,115,587	6,083,386
Federal grants	17,334,941	16,585,859
State grants	4,798,408	3,873,933
Inventory	1,720,087	1,655,626
Prepaid expenses and other assets	476,398	410,154
Restricted cash and cash equivalents	3,277,520	3,183,914
Derivative instrument - fuel hedge	-	744,896
	58,068,466	56,428,855
Total current assets		
NONCURRENT ASSETS:		
Restricted cash and cash equivalents	-	4,195,063
Property and equipment:		
Land	8,571,465	8,571,465
Buildings and shelters	93,622,407	92,379,976
Revenue vehicles	142,896,713	114,818,917
Furniture, Fixtures & Equipment	32,863,804	26,773,774
Leasehold improvements	38,699	-
Total property and equipment	277,993,088	242,544,132
Less: accumulated depreciation	(144,786,184)	(125,381,691)
Construction in progress	20,364,895	13,080,716
	153,571,799	130,243,157
Net property and equipment		
Other assets	224,757	60,253
	153,796,556	134,498,473
Total noncurrent assets		
TOTAL ASSETS	211,865,022	190,927,328
DEFERRED OUTFLOW OF RESOURCES		
Accumulated decrease in fair value of fuel hedge instrument	62,919	-
	62,919	-

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY
BALANCE SHEETS
July 31, 2014 AND 2013
(UNAUDITED)

	<u>2014</u>	<u>2013</u>
LIABILITIES AND NET POSITION		
CURRENT LIABILITIES:		
Accounts payable	\$ 7,347,517	7,048,428
Accrued salaries and related taxes	4,834,759	2,242,785
Accrued compensated absences	3,581,399	3,656,202
Accrued self-insurance liability, current	2,128,430	2,128,388
Leases payable, current	310,201	1,210,841
SIB loans payable, current	781,649	5,021,344
Deferred operating revenue	1,382,562	4,405,965
Deferred capital	3,043,917	3,176,395
Derivative instrument - fuel hedge	62,919	-
Total current liabilities	<u>23,473,353</u>	<u>28,890,348</u>
NONCURRENT LIABILITIES:		
Leases payable, long-term	-	310,201
Loans payable	1,610,507	2,392,156
Accrued self-insurance liability, long-term	6,291,109	2,604,634
Total noncurrent liabilities	<u>7,901,616</u>	<u>5,306,991</u>
Total liabilities	<u>31,374,969</u>	<u>34,197,339</u>
DEFERRED INFLOW OF RESOURCES		
Accumulated increase in fair value of fuel hedge instrument	-	744,896
NET POSITION:		
Invested in capital assets, net of related debt	148,862,827	123,804,082
Restricted	91,276	91,276
Unrestricted	31,598,869	32,089,735
Total net position	<u>180,552,972</u>	<u>155,985,093</u>
TOTAL LIABILITIES AND NET POSITION	<u>\$ 211,927,941</u>	<u>\$ 190,927,328</u>

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY
STATEMENT OF REVENUES AND EXPENSES
FOR THE MONTH OF JULY 2014 AND THE TEN MONTHS ENDED JULY 31, 2014
(UNAUDITED)

	Year to Date			Month of July		
	Budget	Actual	%	Budget	Actual	%
OPERATING REVENUES						
Customer Fares	\$ 24,524,830	\$ 24,397,665	99%	\$ 2,452,483	\$ 2,626,734	107%
Contract Services:						
Local Financial Assistance	9,825,630	9,616,587	98%	991,352	969,533	98%
Other Contractual Services	8,085,340	7,702,292	95%	808,534	774,406	96%
Advertising	1,441,670	1,426,233	99%	144,167	219,327	152%
Other Operating Income	347,580	319,852	92%	34,758	39,705	114%
Total Operating Revenues	<u>44,225,050</u>	<u>43,462,629</u>	98%	<u>4,431,294</u>	<u>4,629,705</u>	104%
NONOPERATING REVENUES						
Operating assistance grants:						
Federal	617,500	617,500	100%	61,750	61,750	100%
State of Florida	7,826,900	8,202,765	105%	782,690	820,276	105%
Local	35,798,310	35,712,738	100%	3,579,831	3,585,378	100%
Planning and other assistance grants:						
Federal - Other	16,144,399	13,101,965	81%	1,592,447	1,276,635	80%
State of Florida - Other	1,731,465	1,403,836	81%	193,557	220,912	114%
Local Matching - Other	-	4,701	N/A	-	231	N/A
Interest Income	62,500	25,266	40%	6,250	2,847	46%
Gain / (Loss) on Sale of Assets	-	48,584	N/A	-	1,007	N/A
Total Nonoperating Revenues	<u>62,181,074</u>	<u>59,117,355</u>	95%	<u>6,216,525</u>	<u>5,969,036</u>	96%
Total Revenues	<u>106,406,124</u>	<u>102,579,984</u>	96%	<u>10,647,819</u>	<u>10,598,741</u>	100%
OPERATING EXPENSES						
Salaries and Wages	35,737,030	34,455,809	96%	3,591,728	3,566,136	99%
Fringe Benefits	19,468,238	18,346,873	94%	1,946,180	1,899,951	98%
Purchased Transportation Services	17,418,710	18,238,790	105%	1,741,871	1,729,608	99%
Fuel	14,072,010	13,892,884	99%	1,421,067	1,475,002	104%
Other Materials and Supplies	6,196,990	5,663,010	91%	619,699	602,609	97%
Professional Services	4,288,800	1,807,689	42%	428,880	227,290	53%
Other Services	4,562,204	3,538,004	78%	447,291	312,017	70%
Lease and Miscellaneous Expenses	1,843,486	678,765	37%	166,968	48,851	29%
Casualty and Liability Insurance	1,424,810	1,679,964	118%	142,481	355,329	249%
Utilities	1,167,980	1,167,023	100%	116,798	130,301	112%
Taxes and Licenses	360,120	463,178	129%	36,012	41,344	115%
Interest Expense	65,080	63,595	98%	6,508	5,005	77%
Total Operating Expenses	<u>106,605,458</u>	<u>99,995,584</u>	94%	<u>10,665,483</u>	<u>10,393,443</u>	97%
OPERATING GAIN / (LOSS)	<u>\$ (199,334)</u>	<u>\$ 2,584,400</u>	N/A	<u>\$ (17,664)</u>	<u>\$ 205,298</u>	N/A

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY
FIXED-ROUTE, VANPOOL AND NEIGHORLINK SEGMENT
STATEMENT OF REVENUES AND EXPENSES
FOR THE MONTH OF JULY 2014 AND THE TEN MONTHS ENDED JULY 31, 2014
(UNAUDITED)

	Year to Date			Month of July		
	Budget	Actual	%	Budget	Actual	%
OPERATING REVENUES						
Customer Fares	\$ 23,074,780	\$ 22,899,235	99%	\$ 2,307,478	\$ 2,481,523	108%
Contract Services:						
Local Financial Assistance	9,825,630	9,616,587	98%	991,352	969,533	98%
Other Contractual Services	-	80,384	N/A	-	-	N/A
Advertising	1,441,670	1,426,233	99%	144,167	219,327	152%
Other Operating Income	347,580	319,852	92%	34,758	39,705	114%
Total Operating Revenues	<u>34,689,660</u>	<u>34,342,291</u>	99%	<u>3,477,755</u>	<u>3,710,088</u>	107%
NONOPERATING REVENUES						
Operating assistance grants:						
Federal	617,500	617,500	100%	61,750	61,750	100%
State of Florida	7,826,900	8,202,765	105%	782,690	820,276	105%
Local	27,174,750	27,199,821	100%	2,717,475	2,734,086	101%
Planning and other assistance grants:						
Federal - Other	14,251,229	11,196,639	79%	1,403,130	1,104,280	79%
State of Florida - Other	1,731,465	1,403,836	81%	193,557	220,912	114%
Local Matching - Other	-	4,701	N/A	-	231	N/A
Interest Income	62,500	25,266	40%	6,250	2,847	46%
Gain / (Loss) on the Sale of Assets	-	48,584	N/A	-	1,007	N/A
Total Nonoperating Revenues	<u>51,664,344</u>	<u>48,699,112</u>	94%	<u>5,164,852</u>	<u>4,945,389</u>	96%
Total Revenues	<u>86,354,004</u>	<u>83,041,403</u>	96%	<u>8,642,607</u>	<u>8,655,477</u>	100%
OPERATING EXPENSES						
Salaries and Wages	35,387,029	34,117,225	96%	3,555,622	3,536,260	99%
Fringe Benefits	19,244,586	18,145,107	94%	1,923,510	1,880,045	98%
Purchased Transportation Services	1,192,240	1,402,201	118%	119,224	182,562	153%
Fuel	11,216,890	11,108,260	99%	1,135,555	1,158,622	102%
Other Materials and Supplies	6,176,660	5,660,049	92%	617,666	602,609	98%
Professional Services	3,989,470	1,630,739	41%	398,947	209,299	52%
Other Services	4,376,634	3,302,820	75%	428,734	287,698	67%
Lease and Miscellaneous Expenses	1,833,736	675,327	37%	165,993	48,851	29%
Casualty and Liability Insurance	1,424,810	1,679,964	118%	142,481	355,329	249%
Utilities	1,118,160	1,126,572	101%	111,816	125,352	112%
Taxes and Licenses	318,900	419,880	132%	31,890	39,923	125%
Interest Expense	65,080	63,595	98%	6,508	5,005	77%
Total Operating Expenses	<u>86,344,195</u>	<u>79,331,739</u>	92%	<u>8,637,946</u>	<u>8,431,555</u>	98%
OPERATING GAIN / (LOSS)	\$ <u>9,809</u>	\$ <u>3,709,664</u>	N/A	\$ <u>4,661</u>	\$ <u>223,922</u>	N/A

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY
PARATRANSIT SEGMENT
STATEMENT OF REVENUES AND EXPENSES
FOR THE MONTH OF JULY 2014 AND THE TEN MONTHS ENDED JULY 31, 2014
(UNAUDITED)

	Year to Date			Month of July		
	Budget	Actual	%	Budget	Actual	%
OPERATING REVENUES						
Customer Fares	\$ 1,450,050	\$ 1,498,430	103%	\$ 145,005	\$ 145,211	100%
Contract Services:						
Local Financial Assistance	-	-	N/A	-	-	N/A
Other Contractual Services	8,085,340	7,621,908	94%	808,534	774,406	96%
Advertising	-	-	N/A	-	-	N/A
Other Operating Income	-	-	N/A	-	-	N/A
Total Operating Revenues	<u>9,535,390</u>	<u>9,120,338</u>	96%	<u>953,539</u>	<u>919,617</u>	96%
NONOPERATING REVENUES						
Operating assistance grants:						
Federal	-	-	N/A	-	-	N/A
State of Florida	-	-	N/A	-	-	N/A
Local	8,623,560	8,512,917	99%	862,356	851,292	99%
Planning and other assistance grants:						
Federal - Other	1,893,170	1,905,326	101%	189,317	172,355	91%
State of Florida - Other	-	-	N/A	-	-	N/A
Local Matching - Other	-	-	N/A	-	-	N/A
Interest Income	-	-	N/A	-	-	N/A
Gain / (Loss) on the Sale of Assets	-	-	N/A	-	-	N/A
Total Nonoperating Revenues	<u>10,516,730</u>	<u>10,418,243</u>	99%	<u>1,051,673</u>	<u>1,023,647</u>	97%
Total Revenues	<u>20,052,120</u>	<u>19,538,581</u>	97%	<u>2,005,212</u>	<u>1,943,264</u>	97%
OPERATING EXPENSES						
Salaries and Wages	350,001	338,584	97%	36,106	29,876	83%
Fringe Benefits	223,652	201,766	90%	22,670	19,906	88%
Purchased Transportation Services	16,226,470	16,836,589	104%	1,622,647	1,547,046	95%
Fuel	2,855,120	2,784,624	98%	285,512	316,380	111%
Other Materials and Supplies	20,330	2,961	15%	2,033	-	0%
Professional Services	299,330	176,950	59%	29,933	17,991	60%
Other Services	185,570	235,184	127%	18,557	24,319	131%
Lease and Miscellaneous Expenses	9,750	3,438	35%	975	-	0%
Casualty and Liability Insurance	-	-	N/A	-	-	N/A
Utilities	49,820	40,451	81%	4,982	4,949	99%
Taxes and Licenses	41,220	43,298	105%	4,122	1,421	34%
Interest Expense	-	-	N/A	-	-	N/A
Total Operating Expenses	<u>20,261,263</u>	<u>20,663,845</u>	102%	<u>2,027,537</u>	<u>1,961,888</u>	97%
OPERATING GAIN / (LOSS)	<u>\$ (209,143)</u>	<u>\$ (1,125,264)</u>	N/A	<u>\$ (22,325)</u>	<u>\$ (18,624)</u>	N/A

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

To: LYNX Board of Directors

From: Susan Black
GENERAL MANAGER
Belinda Balleras
(Technical Contact)
Prahallad Vijayvargiya
(Technical Contact)
Selita Stubbs
(Technical Contact)

Phone: 407.841.2279 ext: 6058

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

Date: 9/25/2014

LYNX staff is working diligently to complete the Design and acquisition of the Fare Collection Equipment Project approved under this grant.

Project Activities – On-going Activities:

Fare Collection Equipment:

The contractor continues to work to resolve the issues associated with the fare card media.

Since inception, the project has experienced numerous delays. Many of these delays were the result of the contractor focusing the majority of their project resources on SunRail in order to meet their go live date. Additional delays were attributed to project management, internal issues/reasons at Xerox and lack of adequate resources working on the project. As a result, many of the milestones in the contract had to be revised. Throughout April, May and June LYNX continued to hold meetings with the contractor and internally to help resolve the issues that were impediments to moving forward with the pilot for both the buses and TVM's. It was decided that the Xerox project manager would be replaced. As a result, Xerox is transitioning the project to a new project manager. The kick-off meeting was held on July 28, 2014 with the new Xerox project manager and Xerox management to lay out plans for moving forward. LYNX is awaiting receipt of a new project completion plan from Xerox.

Monthly Report D: Ridership Report

To: LYNX Board of Directors

From: **Andrea Ostrodka**
 INTERIM DIR OF PLAN & DEVELOP
James RODRIGUEZ
 (Technical Contact)
OLANREWAJU ADELEKAN
 (Technical Contact)
Timothy May
 (Technical Contact)

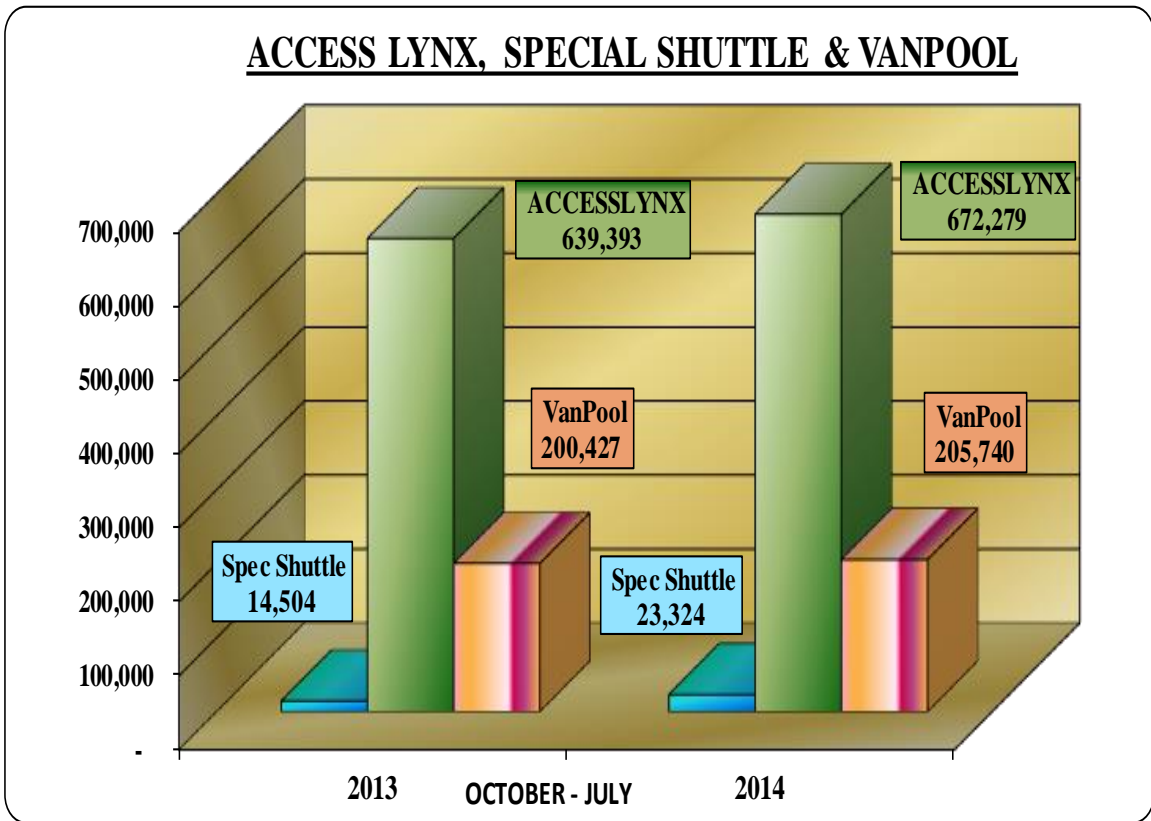
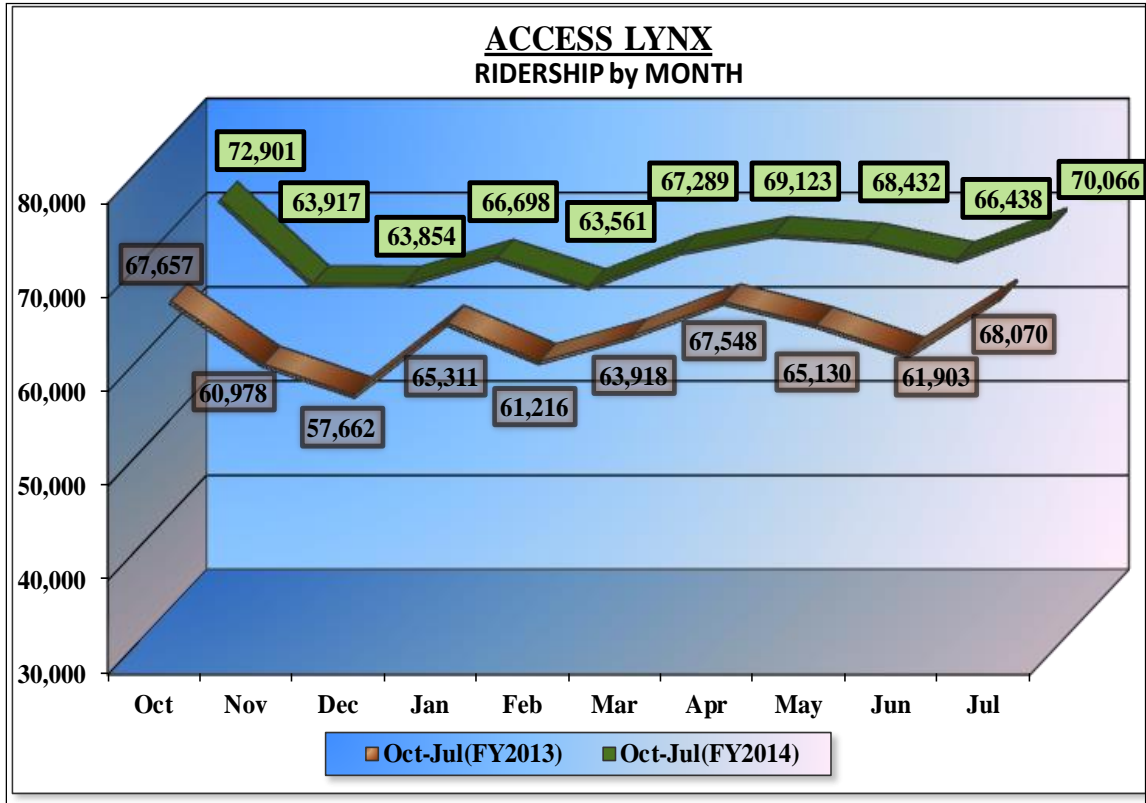
Phone: 407.841.2279 ext: 6019

Item Name: Ridership Report - July 2014 (Final) and August 2014 (Preliminary)

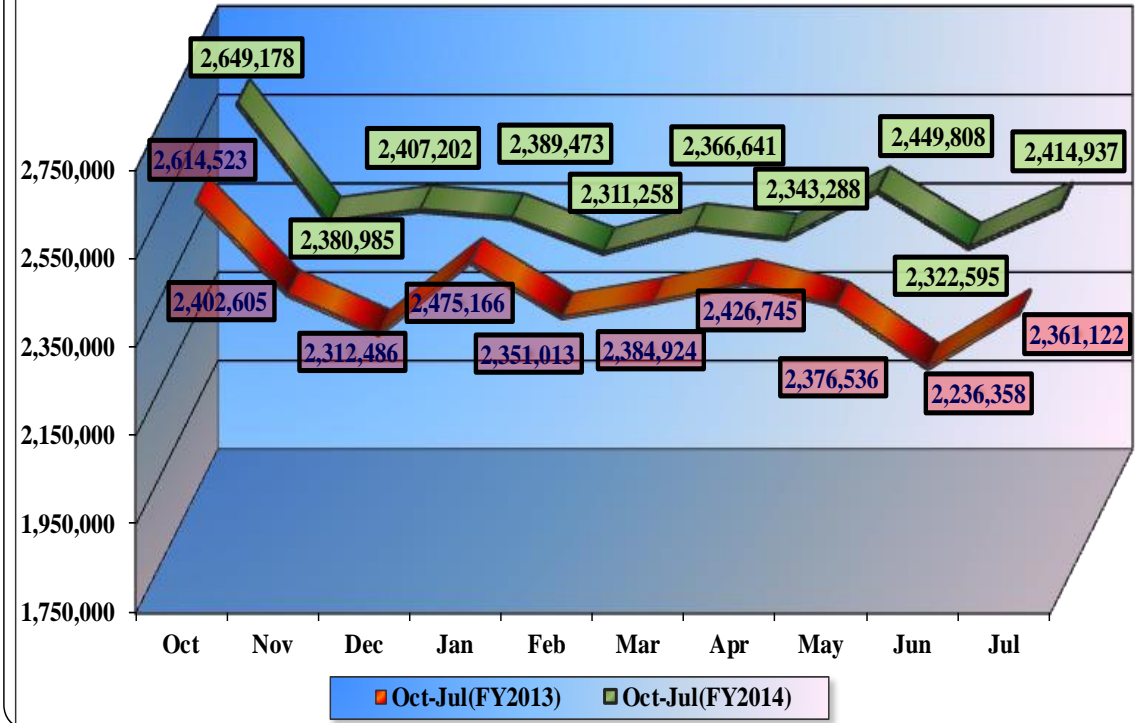
Date: 9/25/2014

Year to date (October – July)

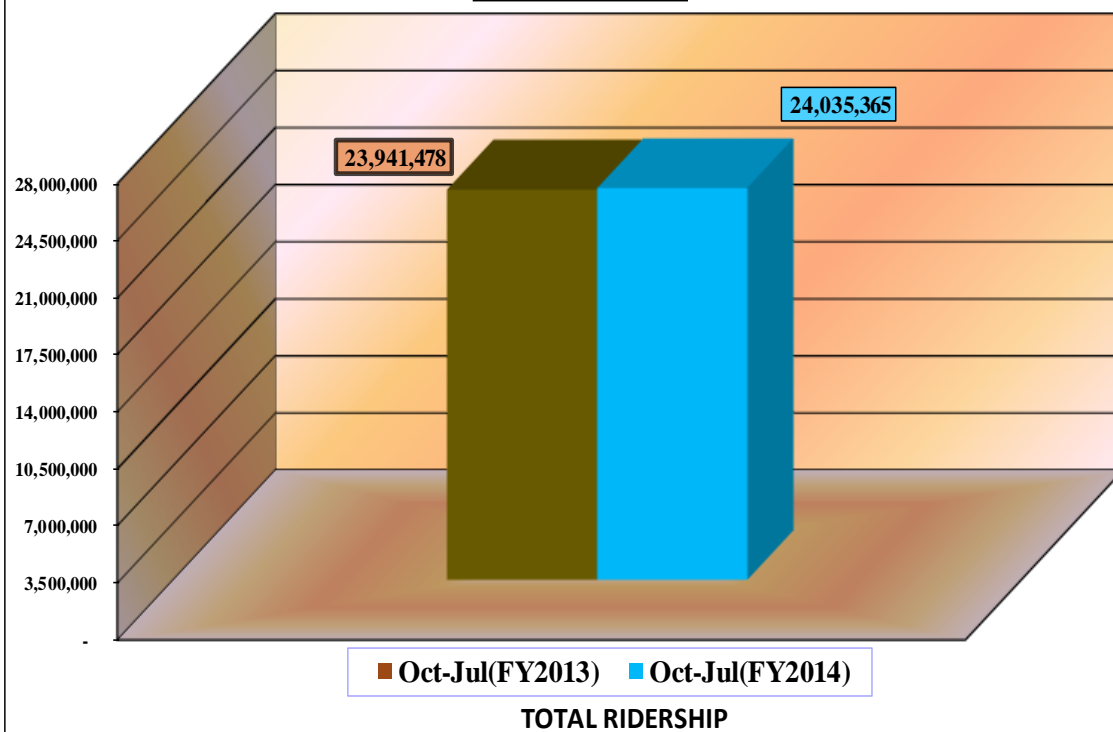
<i>Service Mode</i>	<i>Oct-Jul(FY2013)</i>	<i>Oct-Jul(FY2014)</i>	<i>% Change</i>
LYMMO (ORANGE LINE)	700,007	718,759	2.68%
LYMMO (GRAPEFRUIT LINE)	-	90,598	N/A
Fixed Route	23,122,416	23,091,655	-0.13%
NeighborLink	119,055	134,353	12.85%
SUBTOTAL - FIXED ROUTE	23,941,478	24,035,365	0.39%
Special Shuttles	14,504	23,324	N/A
CBPT (Link 208)	-	1,596	N/A
ACCESS LYNX	639,393	672,279	5.14%
Van Pool	200,427	205,740	2.65%
SUBTOTAL - OTHER SERVICES	854,324	902,939	5.69%
TOTAL ALL SERVICES	24,795,802	24,938,304	0.57%



FIXED ROUTE
RIDERSHIP by MONTH



FIXED ROUTE



Average Daily Ridership by Mode

<i>Service Mode</i>	<i>Day</i>	<i>July-13</i>	<i>July-14</i>	<i>% Change</i>
LYMMO (ORANGE LINE)	Weekday	2,864	3,159	10.31%
	Saturday	955	1,238	29.70%
	Sunday	933	1,161	24.35%
LYMMO (GRAPEFRUIT LINE)	Weekday	-	1,067	N/A
	Saturday	-	604	N/A
	Sunday	-	500	N/A
All Other Links	Weekday	82,780	113,662	37.31%
	Saturday	60,683	60,138	-0.90%
	Sunday	37,574	38,130	1.48%
Total Fixed Route	Weekday	85,644	116,821	36.40%
	Saturday	61,637	61,376	-0.42%
	Sunday	38,507	39,291	2.04%
CBPT (Link 208)	Weekday	-	17	N/A
	Saturday	-	-	N/A
	Sunday	-	-	N/A
ACCESS LYNX	Weekday	2,652	2,713	2.32%
	Saturday	1,120	1,171	4.53%
	Sunday	515	530	2.86%
NeighborLink	Weekday	508	522	2.73%
	Saturday	333	360	7.95%
Van Pool	Weekday	1,084	818	-24.57%
	Saturday	252	167	-33.60%
	Sunday	250	145	-41.88%
TOTAL <i>LYNX</i> <i>SERVICES</i>	Weekday	89,888	120,874	34.47%
	Saturday	63,342	63,074	-0.42%
	Sunday	39,272	39,966	1.77%

ADDED ROUTES

The following new Links were added on April 13, 2012

- **Link 418** – Florida Mall/ Meadow Woods/Medical City
- **Link 505** – Longwood SunRail
- **Link 62** – Lymm East West
- **Link 651** – Goldsboro NeighborLink

On April 13th 2014, Link 41 was split:

- **Link 436N** – North SR 436
- **Link 436S** – South SR 436

NEW MODE - Commuter Bus – Purchase Transportation (CBPT)

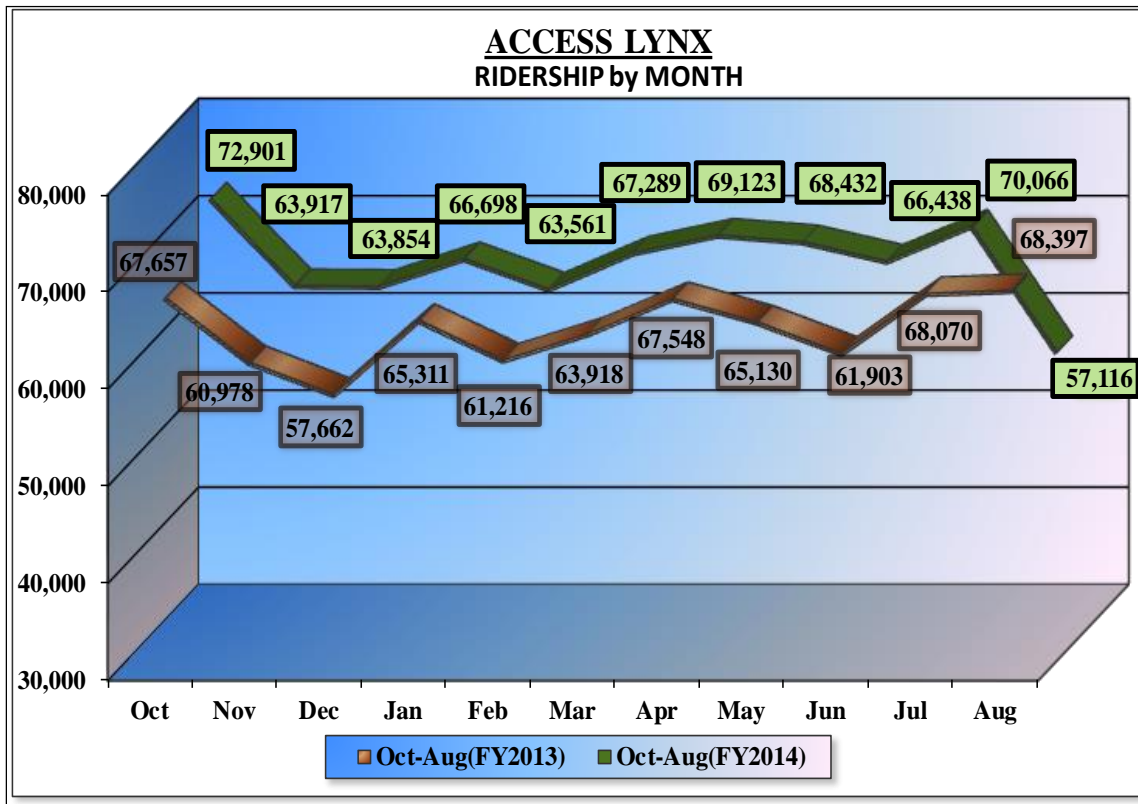
Operation began on May 1, 2014

Link 208 – Kissimmee Intermodal SunRail Feeder

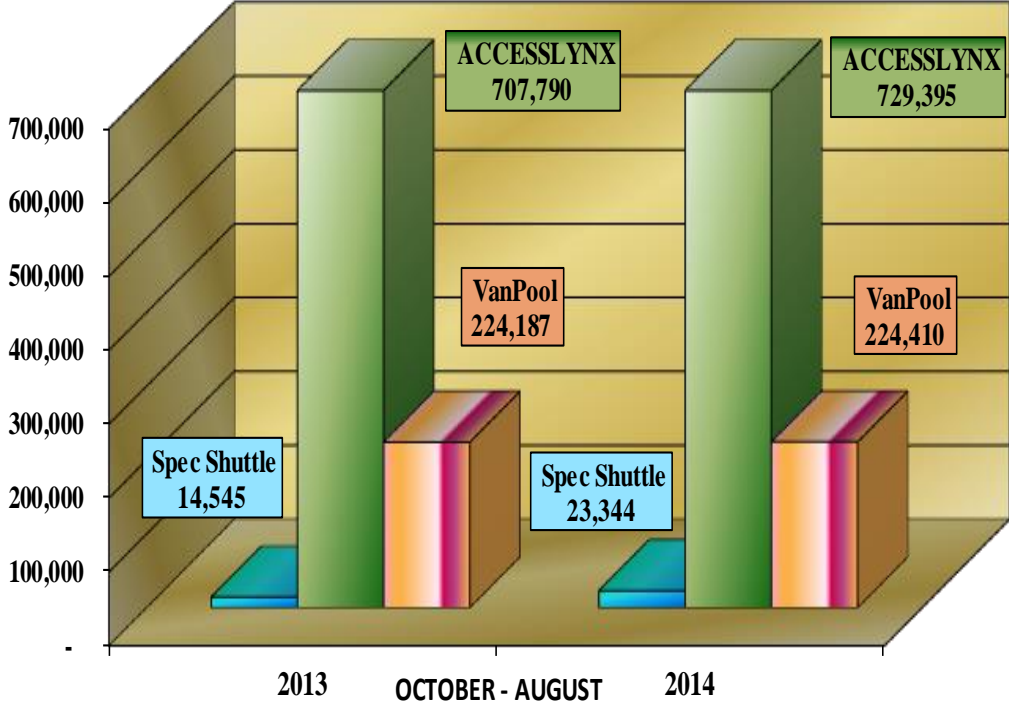
** July, 2013 ridership numbers for AccessLYNX, NeighborLink and VanPool have been adjusted to accurately reflect data as reported to the National Transit Database (NTD)

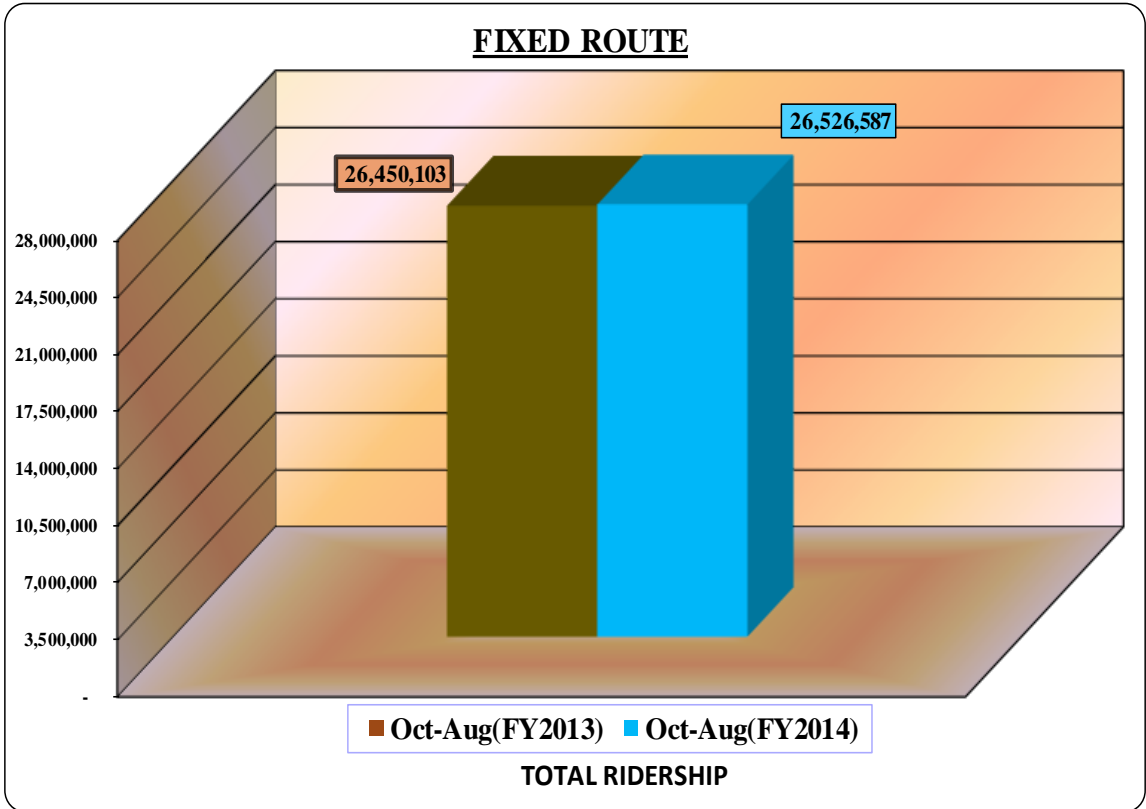
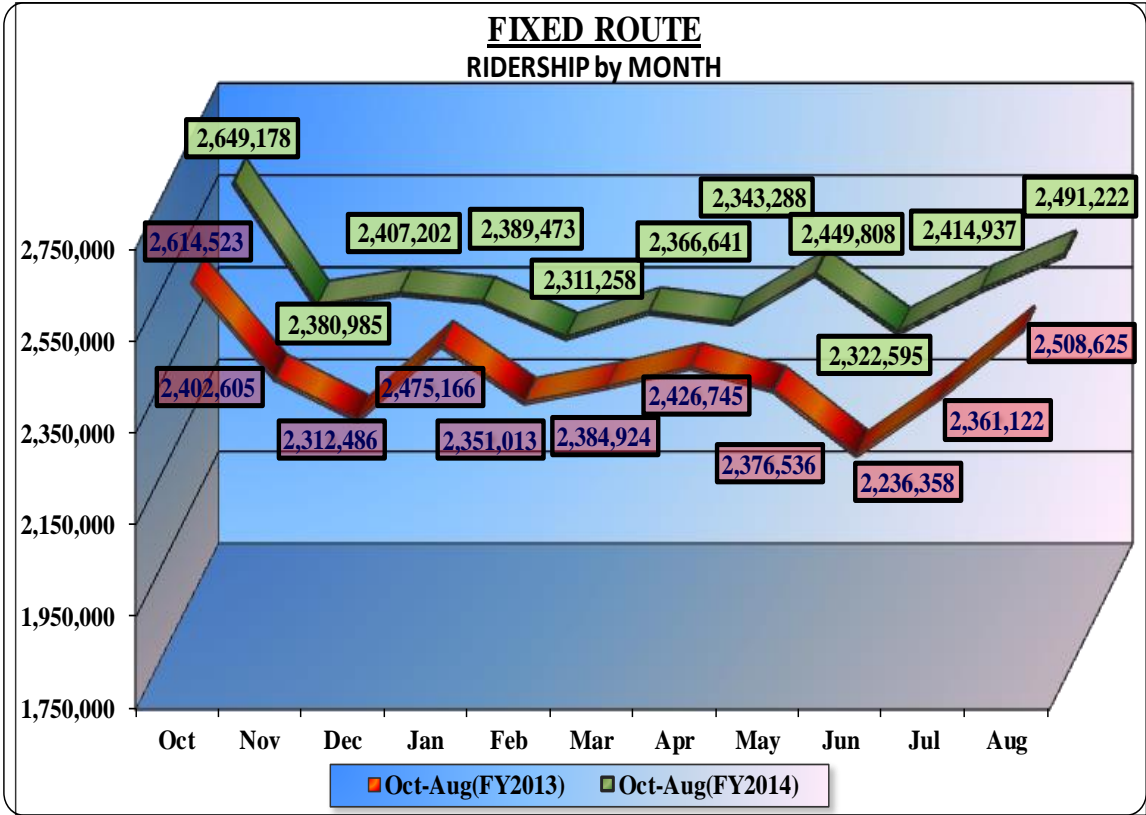
Year to date (October – August)

<i>Service Mode</i>	<i>Oct-Aug(FY2013)</i>	<i>Oct-Aug(FY2014)</i>	<i>% Change</i>
LYMMO (ORANGE LINE)	779,912	798,875	2.43%
LYMMO (GRAPEFRUIT LINE)	-	123,335	N/A
Fixed Route	25,537,526	25,454,397	-0.33%
NeighborLink	132,665	149,980	13.05%
SUBTOTAL - FIXED ROUTE	26,450,103	26,526,587	0.29%
Special Shuttles	14,545	23,344	N/A
CBPT (Link 208)	-	2,209	N/A
ACCESS LYNX	707,790	729,395	3.05%
Van Pool	224,187	224,410	0.10%
SUBTOTAL - OTHER SERVICES	946,522	979,358	3.47%
TOTAL ALL SERVICES	27,396,625	27,505,945	0.40%



ACCESS LYNX, SPECIAL SHUTTLE & VANPOOL





Average Daily Ridership by Mode

<i>Service Mode</i>	<i>Day</i>	<i>August-13</i>	<i>August-14</i>	<i>% Change</i>
LYMMO (ORANGE LINE)	Weekday	3,175	3,245	2.23%
	Saturday	1,322	1,277	-3.42%
	Sunday	863	1,116	29.33%
LYMMO (GRAPEFRUIT LINE)	Weekday	-	1,239	N/A
	Saturday	-	697	N/A
	Sunday	-	645	N/A
All Other Links	Weekday	85,752	96,400	12.42%
	Saturday	60,156	63,868	6.17%
	Sunday	37,025	39,402	6.42%
Total Fixed Route	Weekday	88,927	99,645	12.05%
	Saturday	61,478	65,144	5.96%
	Sunday	37,888	40,518	6.94%
CBPT (Link 208)	Weekday	-	29	N/A
	Saturday	-	-	N/A
	Sunday	-	-	N/A
ACCESS LYNX	Weekday	2,732	2,354	-13.83%
	Saturday	1,093	972	-11.03%
	Sunday	500	486	-2.76%
NeighborLink	Weekday	539	563	4.54%
	Saturday	350	426	21.85%
Van Pool	Weekday	1,061	846	-20.27%
	Saturday	375	173	-53.81%
	Sunday	261	150	-42.35%
TOTAL <i>LYNX</i> <i>SERVICES</i>	Weekday	93,259	103,409	10.88%
	Saturday	63,295	66,716	5.40%
	Sunday	38,649	41,154	6.48%

ADDED ROUTES

The following new Links were added on April 13, 2012

- **Link 418** – Florida Mall/ Meadow Woods/Medical City
- **Link 505** – Longwood SunRail
- **Link 62** – Lymmo East West
- **Link 651** – Goldsboro NeighborLink

On April 13th 2014, Link 41 was split:

- **Link 436N** – North SR 436
- **Link 436S** – South SR 436

NEW MODE - Commuter Bus – Purchase Transportation (CBPT)

Operation began on May 1, 2014

Link 208 – Kissimmee Intermodal SunRail Feeder

** August, 2013 ridership numbers for AccessLYNX, NeighborLink and VanPool have been adjusted to accurately reflect data as reported to the National Transit Database (NTD)

LYNX Monthly Ridership by Mode

Fiscal Year 2014													
<i>Service Mode</i>	<i>Oct</i>	<i>Nov</i>	<i>Dec</i>	<i>Jan</i>	<i>Feb</i>	<i>Mar</i>	<i>Apr</i>	<i>May</i>	<i>Jun</i>	<i>Jul</i>	<i>Aug</i>	<i>Sep</i>	<i>TOTAL YEAR</i>
LYMMO (ORANGE LINE)	70,411	64,168	64,529	65,237	66,305	68,043	75,886	80,039	81,889	82,252	80,116		798,875
LYMMO (GRAPEFRUIT LINE)	-	-	-	-	-	-	11,442	24,668	25,529	28,959	32,737		123,335
Fixed Route	2,564,514	2,304,241	2,330,309	2,311,069	2,231,834	2,286,001	2,241,944	2,331,162	2,201,845	2,288,736	2,362,742		25,454,397
NeighborLink	14,253	12,576	12,364	13,167	13,119	12,597	14,016	13,939	13,332	14,990	15,627		149,980
SUBTOTAL - FIXED ROUTE	2,649,178	2,380,985	2,407,202	2,389,473	2,311,258	2,366,641	2,343,288	2,449,808	2,322,595	2,414,937	2,491,222	-	26,526,587
Special Shuttles	223	1,139	9,318	7,238	990	242	1,234	1,359	377	1,204	20		23,344
CBPT (Link 208)	-	-	-	-	-	-	-	425	528	643	613		2,209
ACCESS LYNX	72,901	63,917	63,854	66,698	63,561	67,289	69,123	68,432	66,438	70,066	57,116		729,395
VanPlan	24,265	21,511	20,861	21,407	19,077	18,845	20,815	20,284	20,630	18,045	18,670		224,410
SUBTOTAL - OTHER SERVICES	97,389	86,567	94,033	95,343	83,628	86,376	91,172	90,500	87,973	89,958	76,419	-	979,358
TOTAL ALL SERVICES	2,746,567	2,467,552	2,501,235	2,484,816	2,394,886	2,453,017	2,434,460	2,540,308	2,410,568	2,504,895	2,567,641	-	27,505,945
% Change From Fiscal Year 2013 To Fiscal Year 2014													
<i>Service Mode</i>	<i>Oct</i>	<i>Nov</i>	<i>Dec</i>	<i>Jan</i>	<i>Feb</i>	<i>Mar</i>	<i>Apr</i>	<i>May</i>	<i>Jun</i>	<i>Jul</i>	<i>Aug</i>	<i>Sep</i>	<i>TOTAL YEAR</i>
LYMMO (ORANGE LINE)	-11.2%	-4.4%	5.7%	-10.5%	-5.3%	-3.2%	2.9%	11.4%	35.8%	12.0%	0.3%		2.4%
LYMMO (GRAPEFRUIT LINE)													0.0%
Fixed Route	1.7%	-0.9%	4.0%	-3.3%	-1.7%	-0.7%	-4.2%	1.7%	1.7%	0.6%	-2.2%		-0.3%
NeighborLink	13.0%	9.7%	17.0%	11.0%	14.8%	10.7%	13.9%	15.0%	19.9%	14.8%	14.8%		13.1%
SUBTOTAL - FIXED ROUTE	1.3%	-0.9%	4.1%	-3.5%	-1.7%	-0.8%	-3.4%	3.1%	3.9%	2.3%	-0.7%		0.3%
Special Shuttles	346.0%	2090.4%	408.1%	36.4%	-9.8%	74.1%	86.7%	-21.2%		-66.9%	-51.2%		60.5%
CBPT (Link 208)													0.0%
ACCESS LYNX	7.8%	4.8%	10.7%	2.1%	3.8%	5.3%	2.3%	5.1%	7.3%	2.9%	-16.5%		3.1%
VanPlan	30.8%	31.9%	28.7%	10.0%	1.7%	-7.2%	-4.2%	-12.8%	-6.9%	-23.8%	-21.4%		0.1%
SUBTOTAL - OTHER SERVICES	12.9%	11.9%	24.2%	5.8%	3.2%	2.4%	1.4%	0.4%	4.7%	-5.7%	-17.1%		3.5%
TOTAL ALL SERVICES	1.7%	-0.5%	4.7%	-3.1%	-1.5%	-0.7%	-3.3%	3.0%	3.9%	2.0%	-1.3%	-	0.4%
Fiscal Year 2013													
<i>Service Mode</i>	<i>Oct</i>	<i>Nov</i>	<i>Dec</i>	<i>Jan</i>	<i>Feb</i>	<i>Mar</i>	<i>Apr</i>	<i>May</i>	<i>Jun</i>	<i>Jul</i>	<i>Aug</i>	<i>Sep</i>	<i>TOTAL YEAR</i>
LYMMO (ORANGE LINE)	79,272	67,129	61,048	72,883	70,022	70,320	73,769	71,839	60,306	73,419	79,905	64,602	844,514
LYMMO (GRAPEFRUIT LINE)	-	-	-	-	-	-	-	-	-	-	-	-	-
Fixed Route	2,522,633	2,324,013	2,240,871	2,390,425	2,269,566	2,302,479	2,340,319	2,292,457	2,164,454	2,275,199	2,415,110	2,294,517	27,832,043
NeighborLink	12,618	11,463	10,567	11,858	11,425	12,125	12,657	12,240	11,598	12,504	13,610	12,464	145,129
SUBTOTAL - FIXED ROUTE	2,614,523	2,402,605	2,312,486	2,475,166	2,351,013	2,384,924	2,426,745	2,376,536	2,236,358	2,361,122	2,508,625	2,371,583	28,821,686
Special Shuttles	50	52	1,834	5,307	1,098	139	661	1,725	0	3,638	41	46	14,591
CBPT (Link 208)	-	-	-	-	-	-	-	-	-	-	-	-	-
ACCESS LYNX	67,657	60,978	57,662	65,311	61,216	63,918	67,548	65,130	61,903	68,070	68,397	65,643	773,433
VanPlan	18,552	16,304	16,215	19,460	18,760	20,307	21,728	23,271	22,161	23,669	23,760	23,233	247,420
SUBTOTAL - OTHER SERVICES	86,259	77,334	75,711	90,078	81,074	84,364	89,937	90,126	84,064	95,377	92,198	88,922	1,035,444
TOTAL ALL SERVICES	2,700,782	2,479,939	2,388,197	2,565,244	2,432,087	2,469,288	2,516,682	2,466,662	2,320,422	2,456,499	2,600,823	2,460,505	29,857,130

Note: Through a regular review process, LYNX staff discovered that ridership for test route Link 500 was inadvertently included in previous FY 2014 ridership reports. Calculations in this report have been adjusted to remove ridership associated with the test route.

Monthly Report E: Planning and Development Report

To: LYNX Board of Directors

From: **Andrea Ostrodka**
INTERIM DIR OF PLAN & DEVELOP
James RODRIGUEZ
(Technical Contact)
Belinda Balleras
(Technical Contact)
Carleen Flynn
(Technical Contact)

Phone: 407.841.2279 ext: 6019

Item Name: Planning and Development Report

Date: 9/25/2014

STRATEGIC PLANNING

STATE ROAD 50/UCF CONNECTOR CORRIDOR STUDY

Based on the alignments and transit modes (Enhanced Bus, Bus Rapid Transit and Modern Streetcar) selected by the Project Advisory Working Group, the project team developed a series of alternatives that include a full length alignment and transit mode. Work started on the analysis of these alternatives through an analysis of existing SR 50 local bus service (Links 28, 29, 48, 49, 104 & 105) to identify possible operational efficiencies. Several operating scenarios were considered that can provide operational savings of up to \$1.5 Million if implemented in conjunction with this project. The selected local bus operating scenario and the alternatives were used as inputs to the regional travel demand model to determine regional level ridership forecasts. Work anticipated for the project includes more detailed ridership forecasts for use in a “data-driven” model, the completion of the Tier 2 Evaluation Matrix, and the development of cost estimates for construction and operations/maintenance.

The project team continued its public and stakeholder outreach activities, which over the course of the late summer has included targeted community meetings with the Lake Eola Heights Neighborhood, the Semoran Business Partnership (SeBuPa) and the Mills/50 District; a coordination meeting with the FDOT Design and Traffic Operations staff, several coordination meetings with the US 441 Corridor Study Team, and a stakeholder meeting with UCF. Further outreach stakeholder groups include Florida Hospital, new commissioner briefings, west Orange County local governments, and other business associations.

SUNRAIL COORDINATION

LYNX staff continues to coordinate with FDOT and the SunRail team on items of mutual interest, including the performance of Phase 1 feeder routes, planning Phase 2 feeder service, and bus bridging during unforeseen SunRail service disruptions. LYNX staff met with SunRail staff on July 17, 2014, August 11, 2014, and August 13, 2014. LYNX staff met with Osceola County Transportation Planning staff on July 31, 2014 and with Orange County staff on August 18, 2014.

I-4 ULTIMATE COORDINATION

On August 19, 2014 LYNX staff met with the FDOT and I-4 Mobility Partners project team for the I-4 Ultimate Reconstruction Project at the FDOT Urban Office. This initial meeting accomplished the objectives of gathering information related to the key points of contact, design and construction schedules, and maintenance of traffic (MOT) plans; and sharing information on LYNX's volume of traffic and ingress/egress patterns around LCS, impacts of MOT/lane closures on LYNX route detours/route changes, LYMMO Parramore BRT construction activities, and how LYNX communicates route and/or schedule changes to its 100,000+ daily riders. The FDOT project team shared that the contract is anticipated to close in September, with an initial notice to proceed with final design. The notice to proceed with construction activities is not anticipated until January or February of 2015, starting with utility work. Construction activities will start in all four sections of the project simultaneously. The Segment 2 (Downtown) construction office will be located on the currently unimproved portion of the FDOT lot at the corner of Amelia St. and Garland Ave., expecting to open in October. LYNX will still have use of the visitor lot for the duration of construction. It was thought to be beneficial for the FDOT project team to take a tour of LCS, and LYNX staff is working to schedule this meeting soon with another coordination meeting scheduled for January of 2015.

OTHER STUDIES

The Planning & Development Department has been actively coordinating on the following projects being completed by other agencies in the LYNX service area:

- U.S. 441 Corridor Study (Alternatives Analysis)
- SR 434/Alafaya Trail Corridor Planning Study
- OIA Refresh Study
- SR 436 Corridor Planning Study
- South Orange Avenue Corridor Planning Study
- John Young Parkway Widening Project (Design)
- Raleigh Street Widening Project (Design)

SERVICE PLANNING

Service Planning Division activities during this period have been primarily devoted to the August 2014 service change. Activities have included proofing data going into schedules and customer information materials, assisting in the operator bid review, developing work orders for bus stop changes, and working with Maintenance Division to program the destination sign and Talking Bus functions. The service change was implemented on August 24. Within days of the change, Service Planning held a Service Efficiency Review Committee (SERC) meeting to review lessons learned of the August service change and to initiate the discussion on the December 2014 service change.

Service Planning has been working with Osceola County and FDOT/SunRail on developing the SunRail Phase 2 Feeder Bus Plan. FDOT made recommendations on the type of feeder bus service they would like to have at the Phase 2 stations. LYNX and Osceola County jointly reviewed the FDOT proposal and concurred or non-concurred with the recommendations. With any non-concurrence, LYNX and Osceola County recommended an alternative to provide service to that station. The Phase 2 feeder bus plan was forwarded and discussed with FDOT so a plan going forward can be finalized and a Letter of Understanding on providing Phase 2 feeder bus service between FDOT and LYNX can be signed.

LYNX is working with FDOT District 5 to identify roadway corridors in the service area for Intelligent Transportation System (ITS) enhancement. Allowing Transit Signal Priority (TSP) on roadways with degraded Levels of Service could have the ability to improve a route's on-time performance and help in meeting connectivity needs to other routes. After corridor identification and design, there will be a three year implementation period where hardware is installed in signal cabinets and on buses to provide TSP on the corridor.

Service Planning was one of the LYNX organizations which met with FDOT and the I-4 Mobility Partners during this period to discuss the scope of the I-4 reconstruction project and the project's impact on LYNX routes operating on and around I-4. This initial meeting has opened lines of communication about the project and LYNX will establish a continuing dialog with the I-4 project leaders to be proactive in identifying and mitigating project impact to LYNX operations.

GRANTS

LYNX staff and project consultants completed the Veterans Transportation Resources and Community Services (VTRACS) Needs Assessment documents. At the July 11, 2014 partner meeting, it was determined that best practices and case studies from other VTCLI grantees need to be reviewed to help the partners see system possibilities, before moving forward with the high-level design. Conversations are being held with VTCLI contacts, at the national level, to facilitate the best practice and case study reviews. LYNX staff is also reviewing the changing technology landscape, as it applies to coordination and sharing rides, to help with the high-level design discussions.

GEOGRAPHIC INFORMATION SYSTEMS (GIS)

The LYNX GIS Services Coordinator is currently scheduled to return Sept. 10, 2014 due to family medical emergencies. Regular communication with GIS staff is ongoing and performed through email and Microsoft Lync office communication software.

LYNX GIS staff has continued working with Service Planning and Engineering on refinement of procedures for changes to the bus stop data inventory and is providing ongoing bus stop inventory and work order analysis for improvements to the GIS and Trapeze FX system data. Documentation for multiple bus stop updating processes is still in the scope of work for the GIS staff as man hours are allotted. GIS staff has completed correction/updating of GIS bus stop inventory through the April 2014 service change and is currently creating a bus stop data set for public use through the LYNX GIS data download and web maps page.

LYNX GIS staff has completed review of all VueWorks system work orders and has identified all necessary locations for bus stop changes and inventory improvements for the next GPS field work mission to bring the bus stop inventory current through the August 2014 service change. Preparation of the GIS data for GPS field work of bus stop corrections/updates through August 2014 service change is complete and the GIS staff is currently preparing the ArcMobile project setup for the next Service Planning field work mission.

LYNX GIS staff is continuing to provide ongoing GIS data updates to include individual and directional route mile analysis, revision of the GIS SunRail station data to include scheduled departure times, map product support for Strategic Planning, data/information support for internal and external customers, and interpersonal training to Service Planning and Engineering of VueWorks system regarding proper completion of work orders and establishing work flow processes for changes to the bus stop infrastructure and inventory.

Monthly Report F: Communications Report

To: LYNX Board of Directors

From: Matthew Friedman
DIRECTOR OF MARKETING COMM
Matthew Friedman
(Technical Contact)
Theresa Veley
(Technical Contact)

Phone: 407.841.2279 ext: 6206

Item Name: Communications Report

Date: 9/25/2014

Tunes in the Terminal

LYNX' 3rd Annual Summer Concert Series, Tunes in the Terminal, offered passengers five weeks of free concerts. The tunes ranged from soul, funk, acoustic, folk and indie pop. Hundreds of customers enjoyed the variety of music provided by Central Florida musicians in the LYNX Central Station Terminal. Tunes in the Terminal ran 11:30am-12:30pm Tuesdays July 1-July 29. Food trucks were added this year featuring some of Central Florida's best culinary delights on wheels. This was a way to bring summer fun to our passengers and downtown Orlando and thank them for their loyalty.

LYMMO Lunch Combo

LYNX partnered with 10 downtown Orlando restaurants as part of the inaugural LYMMO Lunch Combo Giveaway during the month of August. Customers were asked to "Like" our Facebook page and enter the giveaway for a chance to win a \$15 gift card to one of the participating restaurants. Restaurants included Metro Espresso Pizza Cafe, Ember, Wall Street Cantina, Schumann's Jager Haus, Gringos Locos, Oasis Grill, City Fish, Beth's Burger Bar, Cuban American Cafe and Fratelli's. Winners were randomly selected each weekday August 18 through August 29 from 131 entries. During the promotion, the LYNX Facebook page had a total of 125 new "Likes", including a record 60 new "Likes" in one week.

July – August 2014

Press Releases | Media Notes

- Jul. 24 LYNX Announces August service changes.

Stories

- Jul. 3 WFTV/News Channel 9: Lack of bus route to Maitland Center leaves SunRail riders stranded.
- Jul. 8 WESH/TV News Channel 2: Downtown Orlando apartment complex to focus on art, public transportation.
- Jul. 10 Seminole Chronicle: LYNX Proposes route revamp.
- Jul. 11 Orlando Sentinel; WESH/TV News Channel 2 and WFTV/News Channel 9: 66 year old beaten, robbed at LYNX Central Station.
- Jul. 14 The Travelin' Grampa: Multiple tidbits.
- Jul. 16 WFTV/News Channel 9: Man stabbed at LYNX bus stop; good Samaritan holds suspect for police.
- Jul. 17 WFTV/News Channel 9: LYNX bus stabbing suspect tells judge he doesn't want public defender.
- Jul. 21 Orlando Business Journal: Parking, riders and connections: The latest facts and figures on SunRail.
- Jul. 23 Central Florida Future: Top ways to travel around Orlando.
- Jul. 24 WOFL/News Channel Fox 35: LYNX wants \$3M for 'super stop' bus stop
- Aug. 6 Winter Park/Maitland Observer: Buses to start rolling from SunRail to Maitland Center.
- Aug. 12 Orlando Sentinel: Lake to end express bus route to Orlando.
- Aug. 15 WOFL/News Channel Fox 35 and News Channel 13: Multiple people hurt in LYNX bus accident.
- Aug. 16 WKMG/News Channel 6: 9 injured in van, LYNX bus crash in Pine Castle.
- Aug. 20 Orlando Weekly: TriP shows humans of Orlando at Gallery at Avalon Island.
- Aug. 20 WOFL/News Channel Fox: Maitland budgets \$250K for Flex bus.
- Aug. 30 WFTV/News Channel 9: Pickup smashes into LYNX bus Friday in Orange County.

Social Media

- Jul. 1 Hop on the LYMMO, LYNX Bus or SunRail to LCS for great music and food
900 Degreerz Pizza food truck.
Tunes in the Terminal next week – The Gerry Williams Band.
- Jul. 2 Evan Taylor Jones kicked off Tunes in the Terminal with an excellent performance.
Created photo album for Tunes in the Terminal – Evan Taylor Jones.
Service alert: July 4 road closures.
- Jul. 3 Tunes in the Terminal video.
July 4 holiday schedule.
- Jul. 4 Happy 4th of July.
- Jul. 5 Buses are back to regular schedule.
- Jul. 6 Anyone going to Lake Eola’s farmer’s market? LYMMO can get you there.
Response to customer complaint.
- Jul. 7 Tunes in the Terminal.
Community meeting.
Tunes in the Terminal musician.
Annual report.
- Jul. 8 Response to customer comment.
Tunes in the Terminal food truck.
Service alert: Orange Ave closure.
Response to customer concern about Orange Ave road closure.
- Jul. 9 Created photo album for Tunes in the Terminal – Gerry Williams Band.
Tunes in the Terminal video.
- Jul. 10 Tunes in the Terminal musician and food truck.
Aug. 24 service changes.
- Jul. 11 LYNX transit stops consolidation on SR 436 due to drainage improvement project.
Service alert – Link 319 detour due to construction on Orange Avenue.
- Jul. 12 Good morning from beautiful Central Florida.
- Jul. 13 Aug. 24 service changes.
It’s a beautiful morning at LCS! Have a great Monday.
- Jul. 14 Response to customer comment about trash receptacle.
Tunes in the Terminal.
Tunes in the Terminal reminder.
- Jul. 15 Thanked MetroPlan for sharing photos of Tunes in the Terminal.
Created photo album for Tunes in the Terminal – Laura Figueroa.
- Jul. 16 Tunes in the Terminal video.
Orange Ave road closure reminder.
Response to customer complaint about a dirty bus.
- Jul. 17 Throwback Thursday.
Response to customer question about Orange Ave road closure.
Tunes in the terminal next performance – Levi White.
- Jul. 18 U.S. 441 corridor study community survey.
- Jul. 19 Orange Ave road closure reminder.
Good morning from Ivanhoe Village! Link 102 can take you there.

LYNX Board Agenda

- Jul. 20 Links 50 and 56 can take you to Disney World.
Response to customer question about Orange Ave road closure.
Tunes in the terminal.
- Jul. 21 Response to customer questions about riding LYMMO.
Florida Medicaid reform.
Tunes in the terminal.
- Jul. 22 Created photo album for Tunes in the Terminal – Levi White.
Tunes in the terminal video – Levi White.
- Jul. 23 Service alert – bus stop will be missed due to construction on Church St.
Tunes in the terminal next performance.
- Jul. 24 Service changes new brochures.
It’s a beautiful morning! Riding anywhere today?
- Jul. 25 Response to customers comments about an mistake in new schedule book.
- Jul. 26 Heading to Universal this summer? Links 21, 37 and 40 will get you there.
- Jul. 27 Florida Medicaid Reform.
Tunes in the terminal – Loi Head.
- Jul. 28 Thanked customer for positive feedback about riding LYMMO.
Tunes in the terminal.
- Jul. 29 Created Tunes in the Terminal photo album – Loi Head.
Updated cover photo.
- Jul. 30 Tunes in the Terminal video – Loi Head.
Throwback Thursday.
- Jul. 31 Response to customer negative review.
Florida Medicaid reform.
- Aug. 1 Good morning from LYNX Kissimmee Intermodal Station.
Response to customer question about passes.
- Aug. 2 Going back to school shopping this weekend? Get there with LYNX.
- Aug. 3 It’s time for a giveaway! Stay tuned.
- Aug. 4 Changed cover photo.
Launched LYMMO Lunch Combo giveaway.
Response to customer positive feedback about LYMMO.
Shared a link to LYMMO Lunch Combo giveaway on all participating restaurants Facebook pages.
Response to customer question about LYMMO Lunch Combo giveaway.
- Aug. 5 LYMMO Lunch Combo giveaway.
Golynx.com website is currently down.
Update: LYNX website is up again.
- Aug. 6 Aug. 24 service changes.
Response to customer complaint about bus delays.
Response to customer comments about several routes. Provided link to submit recommendations to customer service.
LYMMO Lunch Combo giveaway.
Thanked customer for recommendations and shared with planning dept. for future consideration.
Response to question about LYMMO Lunch Combo giveaway.

LYNX Board Agenda

- Response to question about promotional items.
- Aug. 7 Throwback Thursday.
Response to customer comments about Link 11. Shared comments with planning department.
Response to customer about bus system. Provided information and referred to our website.
- Aug. 8 Happy Friday from Washington shores! The bus shelters recently received facelift. Tell us what you think.
LYMMO Lunch Combo giveaway.
Response to customer complaint about bus stop sign. Sent message to engineering/construction.
Update: Orange Ave. road will reopen Aug. 11.
- Aug. 10 Aug. 24 service changes new brochures.
Update: Orange Ave. road will reopen Aug. 11.
Response to customer question about new schedules.
Response to customer question about a complaint report.
- Aug. 11 Happy first day of school Seminole County.
Asked a customer who provided positive feedback to write a review on our Facebook page.
Response to route questions.
WebACCESS for ACCESSLYNX is currently down.
Response to question about Adopt a Bus program. Referred to Jeff Reine.
- Aug. 12 LYMMO Lunch Combo promotion.
Service alert – bus stop relocation.
- Aug. 13 Can anyone guess the location of new bus shelter?
Update: WebACCESS for ACCESSLYNX is working again.
- Aug. 14 Throwback Thursday.
Answer: John Young Parkway and Amelia St.
LYMMO Lunch Combo giveaway.
- Aug. 15 Happy Friday from LYNX.
- Aug. 16 Aug. 24 service changes.
- Aug. 17 Good morning Central Florida.
- Aug. 18 LYMMO Lunch Combo giveaway Metro Espresso.
Aug. 24 service changes.
LYMMO Lunch Combo winner announcement.
TriP “The Commuters Show”.
- Aug. 19 Labor Day holiday schedule.
LYMMO Lunch Combo giveaway Fratelli’s.
Response to route question.
Response to online bus pass order – referred to Patty Dolan.
Response to negative one star review.
LYMMO Lunch Combo winner announcement.
- Aug. 20 LYMMO Lunch Combo giveaway Oasis Grill.
LYMMO Lunch Combo winner announcement.
- Aug. 21 Throwback Thursday with SeaWorld Atlantis bus wrap.

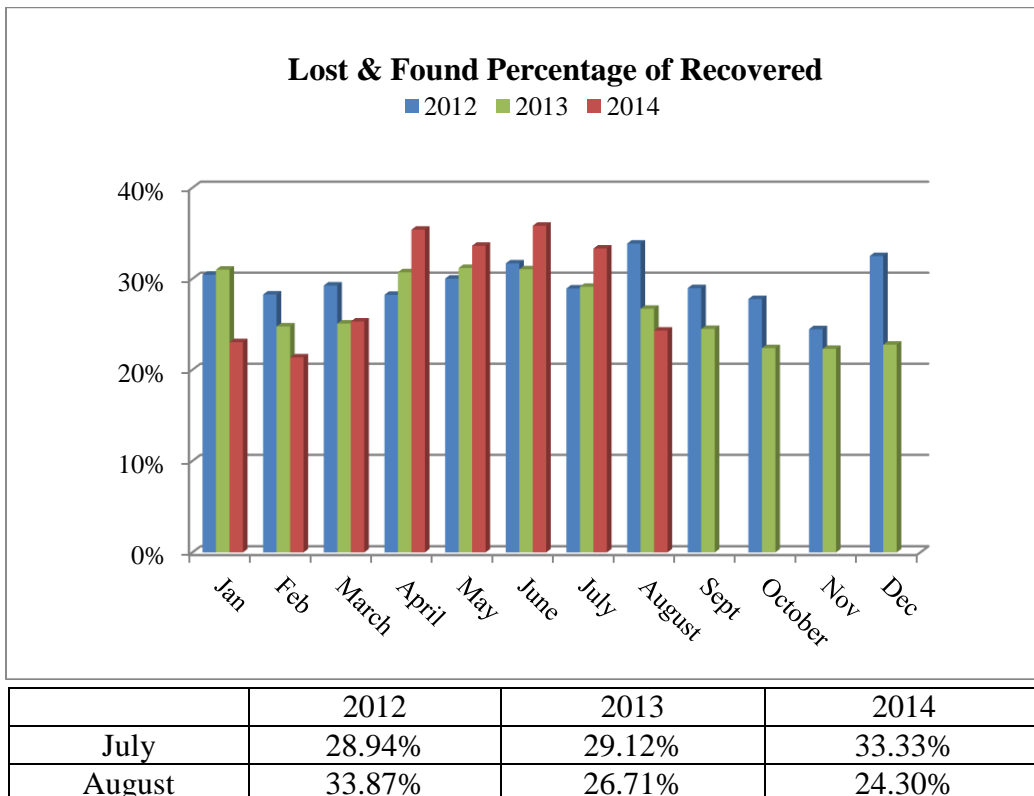
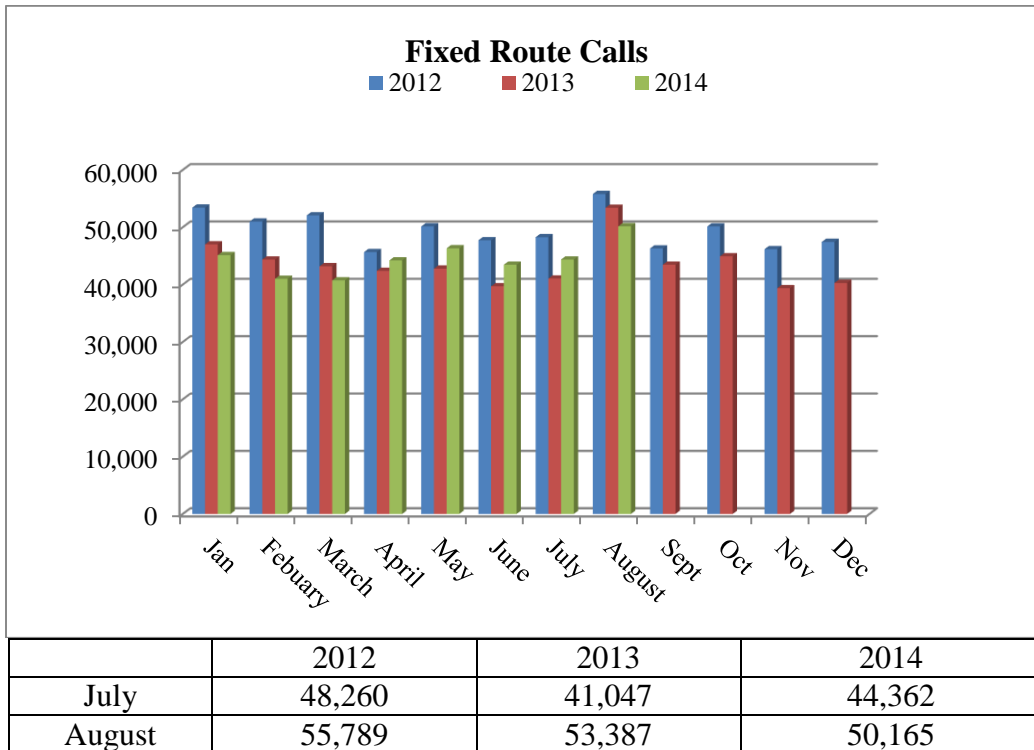
LYNX Board Agenda

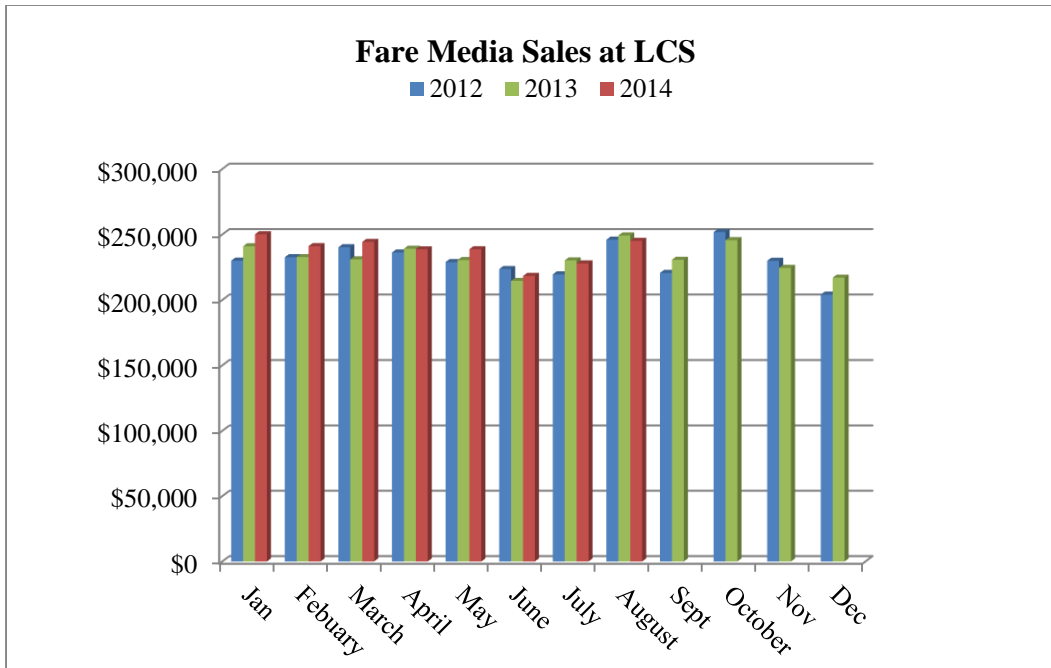
- LYMMO Lunch Combo giveaway Schumann’s Jager Haus.
LYMMO Lunch Combo winner announcement.
- Aug. 22 LYMMO Lunch Combo giveaway Cityfish Orlando.
LYMMO Lunch Combo winner announcement.
- Aug. 23 Aug. 24 service changes.
- Aug. 24 Aug. 24 service changes begins today.
- Aug. 25 LYMMO Lunch Combo giveaway Ember.
LYMMO Lunch Combo winner announcement.
- Aug. 26 Each year the total miles logged by LYNX buses would circle the Earth how many times?
LYMMO Lunch Combo giveaway Wall Street Cantina.
LYMMO Lunch Combo winner announcement.
- Aug. 27 LYMMO Lunch Combo giveaway Cuban American Café.
LYMMO Lunch Combo winner announcement.
- Aug. 28 LYMMO Lunch Combo giveaway Gringos Locos.
Throwback Thursday photo of Rent bus wrap.
LYMMO Lunch Combo winner announcement.
- Aug. 29 LYMMO Lunch Combo giveaway Beth’s Burger.
LYMMO Lunch Combo winner announcement.
Have a fun a safe Labor Day weekend.
SunRail temporary shutdown.
SunRail service will resume.
- Aug. 30 Labor Day holiday schedule.
- Aug. 31 Labor Day holiday schedule reminder.

SOCIAL MEDIA USAGE	JULY 2014	AUGUST 2014
Facebook Likes	2,159	2,254
Facebook – No. of People Reached	38,509	26,318
Twitter Followers	1,334	1,400

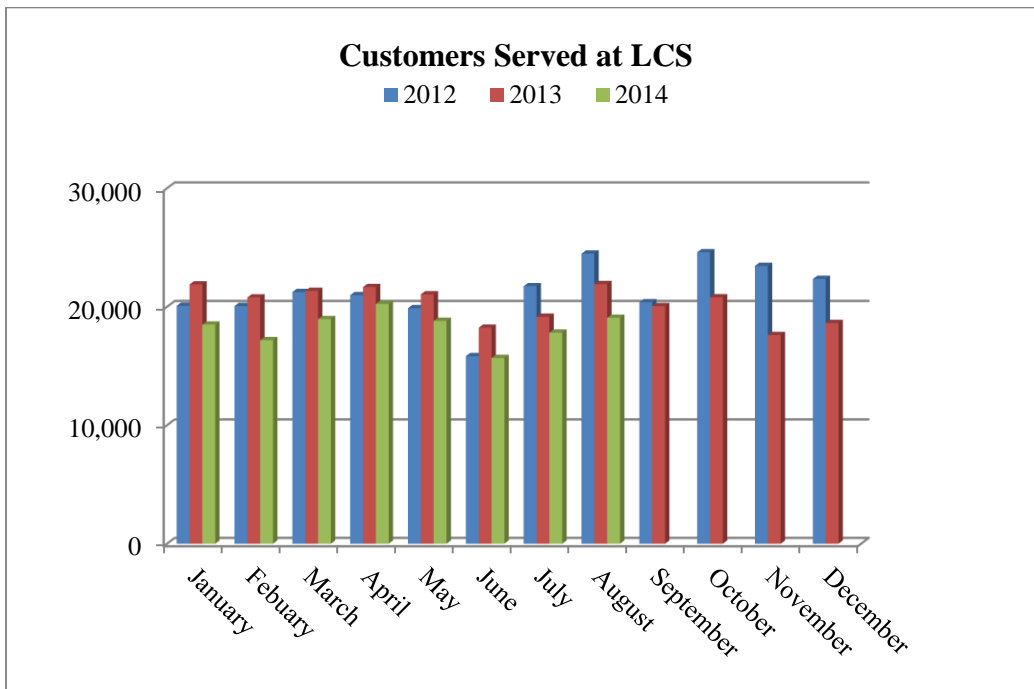
WEBSITE USAGE	JULY 2014	AUGUST 2014
Total Page Views	324,803	325,882
Total User Visits	88,718	88,113

Customer Service

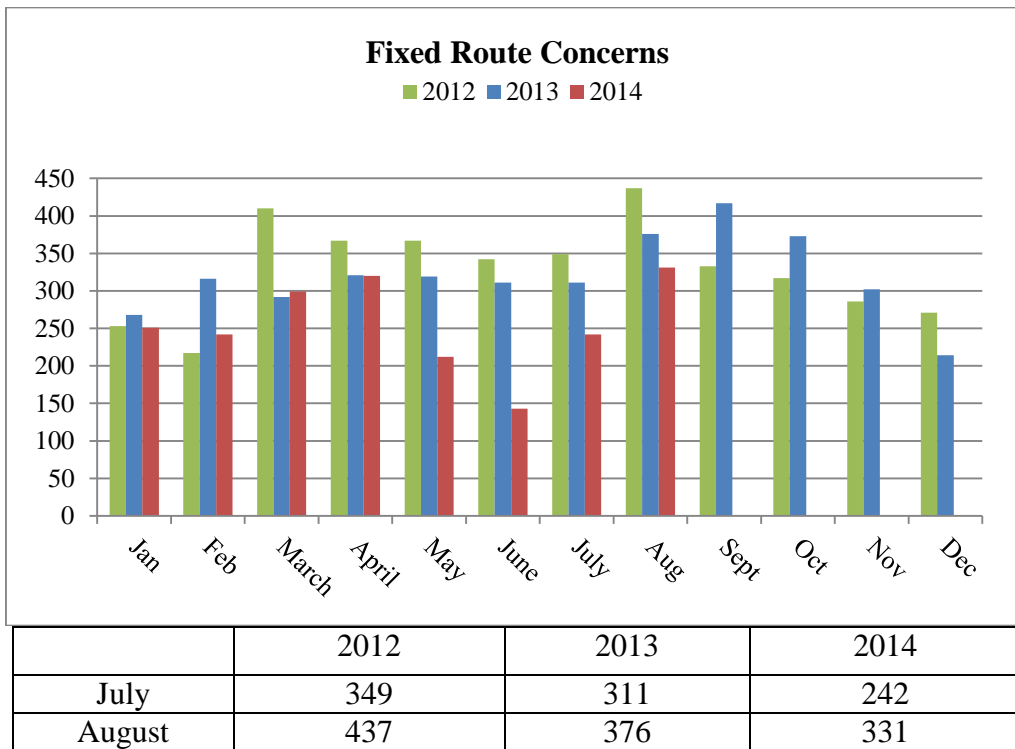
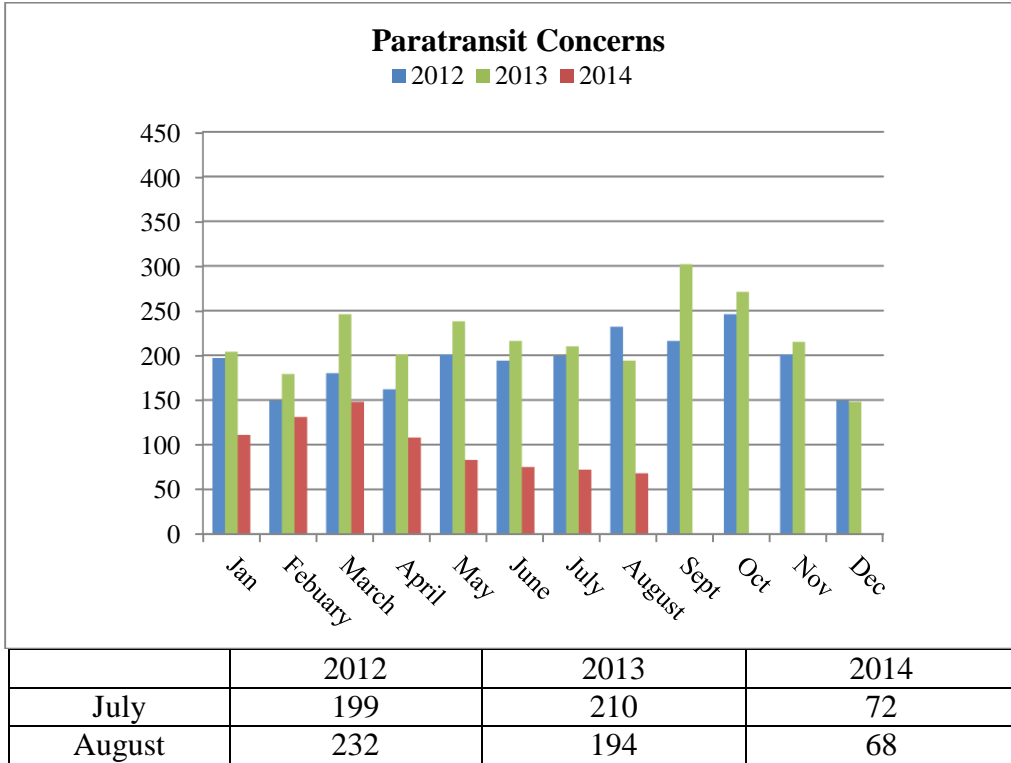


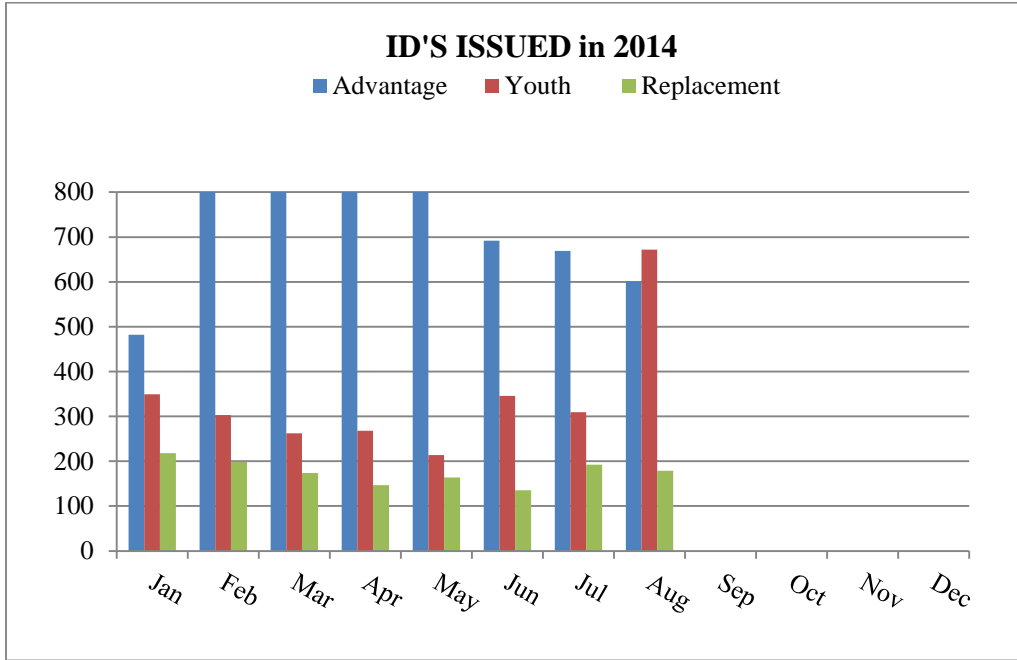


	2012	2013	2014
July	219,501	230,213	227,866
August	246,027	249,245	245,089

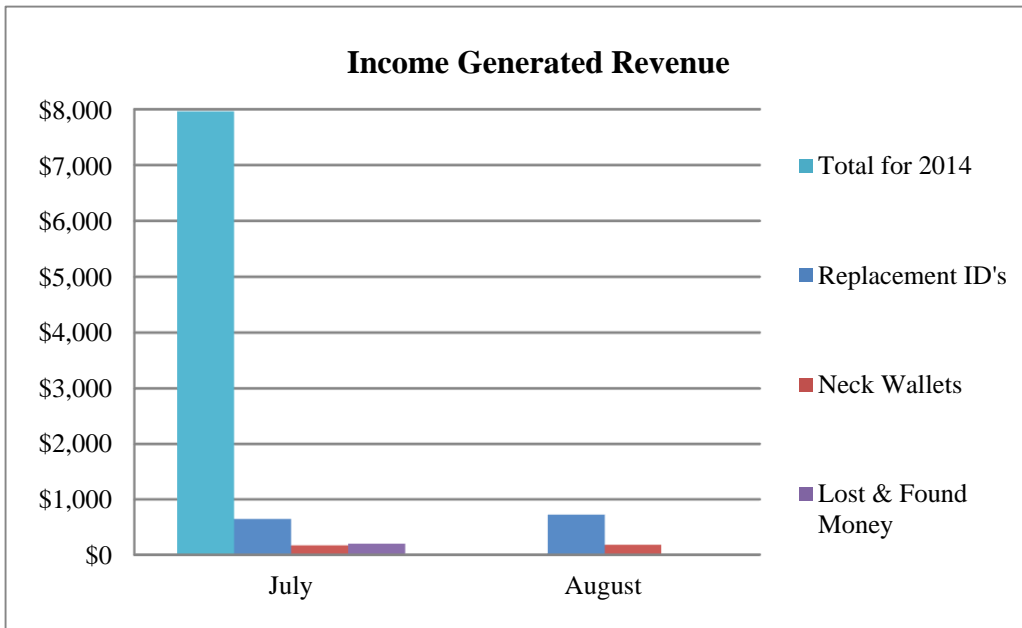


	2012	2013	2014
July	21,729	19,151	17,086
August	24,480	21,911	19,065





	Advantage	Youth	Replacement
July	669	309	192
August	601	672	179



	Replacement ID's	Neck Wallets	Lost & Found Money
July	\$646.00	\$170.00	\$200.00
August	\$723.00	\$180.00	\$0.00

Monthly Report G: Government Relations Report

To: LYNX Board of Directors

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

Phone: 407.841.2279 ext: 6064

Item Name: Government Relations Report

Date: 9/25/2014

In August Congress was out of session and little happened in Washington.

Congress will reconvene September 8, and is scheduled to be in session three out of the next four weeks. Then it will adjourn for the elections on October 2.

In late July, Congress passed legislation to extend the existing highway bill, the Moving Ahead for Progress for the 21st Century Act (MAP-21), until May 31, 2015. MAP-21 was scheduled to expire on September 30, 2014. The bill also bailed out the Highway Trust Fund to keep the nation's highway and transit programs solvent until May 31, 2015.

Passing this extension measure removed a major "must pass" bill from the Congressional agenda for the rest of the year. At this point there is only one bill that Congress must pass in the remainder of 2014 – a bill to fund the government for Fiscal Year 2015.

As previously reported, Congress has not passed any of the twelve appropriations bills that make up the federal budget. The existing fiscal year ends on September 30. Before that date, Congress must pass either a comprehensive Omnibus funding bill, or a Continuing Resolution to keep the government running. It is not realistic to expect Congress to work out an Omnibus bill in less than three weeks of session; such a bill would have thousands of provisions, many of which could be controversial. Instead, Congress will probably pass a Continuing Resolution which will keep the government operating at least until the lame duck session.

In some ways a Continuing Resolution would not be bad. This is because the budget cap for Fiscal Year 2015 is only \$2 billion over the cap for Fiscal Year 2014. So, most agencies will receive about the same overall budget for both years.

In recent days there have been discussions that the President will expand protections to some immigrants by Executive Orders in September. In response, some House Republicans may try to attach a provision to the Continuing Resolution overturning this action. If that happens, a stalemate would result. There have been suggestions that a government shutdown would then

occur. The Democratic Party could benefit in the fall elections since most Americans associate government shut downs with the republican controlled house.

While this scenario makes for great chatter for political pundits – congressional staffers tell us there will not be a shutdown. Congress will pass a Continuing Resolution before October 1. The House Republicans may drag the Speaker through the mud, but, in the end, they need to keep the government running.

There is a possibility that the Congress will not complete action on the budget in the lame duck session, especially if the Republicans take the Senate. In that case, they will likely pass a second Continuing Resolution that will run through February or March 2015. Thus, both the Highway bill and the FY 2015 budget will need to get finalized next year.

State of Florida

The Legislature and governor combined transportation and economic development into one budget segment totaling nearly \$12 billion. Incentives for businesses and the commercial transport of goods and services share a mutually beneficial relationship but they are separate issues addressed by different agencies.

The transportation section, totaling more than \$10 billion, includes the **Department of Transportation** (DOT) and the **Department of Highway Safety and Motor Vehicles** (DHSMV).

FDOT is split up into seven geographical districts and the Florida Turnpike. According to data, more than 287 million miles are traveled on state roads daily. On the whole, FDOT maintains more than 12,000 miles of state-owned roads and 6,000 state-owned bridges. Additionally, the department spends money on building new roads, inspecting and maintaining bridges, seaport improvement projects, and rail projects such as SunRail and Tri-Rail.

The DHSMV handles vehicle titles and registrations and issues driver licenses and the Florida Highway Patrol.

The transportation system is overwhelmingly paid for through trust funds like the State Transportation Trust Fund and Turnpike General Reserve Trust Fund. With fuel consumption dropping in the past decade because of the recession and increased fuel-efficiency, funding for roads and bridges is running on empty. A Federal budget shortfall due to the federal Highway Trust Fund's cash shortage could lead to problems funding some of Florida's road projects if the crisis isn't resolved soon.

In 2014-15 budget, FDOT received \$10.1 billion, about \$9.2 billion of which went to fund the 5-year work program for improvements and construction. The DHSMV received \$435 million, which includes funding for more Highway Patrol positions. The state's 15 seaports were given nearly \$200 million.

Monthly Report H: Business Development Report

To: LYNX Board of Directors

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

Phone: 407.841.2279 ext: 6180

Item Name: Business Development Report

Date: 9/25/2014

Outreach Events & Meeting

- Swan and Dolphin Update: First group started August 1
- SunRail connectivity meeting with Flagler Properties Maitland August 26
- SunRail vans in operation: 6

Advertising Sales

ADVERTISING SALES	JULY 2014	AUGUST 2014
Advertising Sales Revenue	\$216,827	\$165,744
Net Revenue to LYNX Fiscal Year to Date	\$1,401,233	\$1,566,977

Commuter Services

COMMUTER CHOICE TRANSPORTATION PROGRAM		
VANPOOLS	JULY 2014	AUGUST 2014*
Vanpool Participants	669	703
Total Revenue Miles YTD	1,367,682	1,491,162
New Vanpools	2	4
Returned Vanpools	1	2
Current Vans in Service	125	127
Pending Vanpool Interest	KSC (1)	KSC (1)
	TSA (4)	TSA (4)
	DEPARTMENT OF	DEPARTMENT OF

LYNX Board Agenda

	DEFENSE (1)	DEFENSE (1)
	VETERANS AFFAIRS (5)	VETERANS AFFAIRS (5)
	LOCKHEED MARTIN(2)	LOCKHEED MARTIN(2)
	COLEMAN PRISON(3)	COLEMAN PRISON(3)
	DISNEY(10)	DISNEY(10)
	DARDEN(1)	DARDEN(1)
	SEAWORLD(4)	SEAWORLD(4)
	FLAGLER DEV(1)	FLAGLER DEV(1)
	FLORIDA HOSPITAL (1)	FLORIDA HOSPITAL (1)
Phone Inquiries	58	64

*Estimated numbers

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 - September 2014

Date: 9/25/2014

EMPLOYEE / DEPARTMENT	DESTINATION	PURPOSE	DEPARTURE AND RETURN DATES	TOTAL ESTIMATED AGENCY COST	AGENCY COST
Myles Okeefe Grants	Jacksonville, FL	To attend AICP exam preparation seminar, project funding presentations, and accessibility/design presentations	09/03/2014-09/06/2014	1,167	0
John Lewis Executive	Washington, DC	To attend the National Transit Institute (NTI) Advisory Board	09/08/2014 – 09/09/2014	587	0
Lenny Antmann Finance	Tampa, FL	To attend the Fall 2014 TFLEx Workshop - Fun with Fare Policy with seminars on Fare Pricing & Policy	09/28/2014-09/29/2014	383	383
Blanche Sherman Finance	Tampa, FL	To attend the Fall 2014 TFLEx Workshop - Fun with Fare Policy with seminars on Fare Pricing & Policy	09/28/2014-09/30/2014	610	610
TOTAL ESTIMATED COSTS and AGENCY COSTS				2,747	993

Monthly Report J: 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 - August 2014

Date: 9/25/2014

EMPLOYEE / DEPARTMENT	DESTINATION	PURPOSE	DEPARTURE AND RETURN DATES	TOTAL ESTIMATED AGENCY COST	AGENCY COST
John Lewis Executive	Seattle, WA	To attend Leadership APTA Class 2014 Capstone Session and Workshop/Roundtable Discussion as moderator	07/25/2014 – 07/26/2014	859	859
John Lewis Executive	Washington, DC	To attend Leadership APTA 2014 Committee Meeting as Chairman	08/07/2014 – 08/09/2014	915	915
James McLawhorn Govt. Relations	Vero Beach, FL	To attend the FPTA Board meeting in Vero Beach, FL	08/20/2014 – 08/20/2014	38	38
TOTAL ESTIMATED COSTS and AGENCY COSTS				1,812	1,812