



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

1. Call to Order & Pledge of Allegiance

2. Approval of Minutes

- A]bi hYg'Zfca 'h\Y'>i 'm& z'&\$-\$ '6cUFX'cZ'8]fYVW'cfG'AYYh]b[' D[(

3. Recognition

- F]V\UFX'7\UgYz: UW]j]hYg'A U]bhYbUbW 'G dYfj]gcfz'& 'M'Ufg'
- >YUb;]'VYfhz'6i g'CdYfUhcFz'& 'M'Ufg'
- 9Xk UFX'GW'Ui fUZZ'6i g'CdYfUhcFz'&\$ 'M'Ufg'

4. Public Comments

- 7]h]nYbg'k \c'k ci 'X''_Y'hc'gdYU_ 'i bXYf'Di V']W7ca a Ybhg'g\U' 'g Va]h'U'fYei Ygh'Zcfa 'hc'h\Y'5gg]g]Ubh'G'W'Y'U'f'm df]cf'hc'h\Y'a Y'h]b[" ' : cfa g'UFY'Uj'U]UV'Y'Uh'h\Y'X'ccf'

5. Chief Executive Officer's Report

6. Consent Agenda

A. '5k UFX'7cbhfUMtg

- 5i h\cf]nUh]cb'hc'5k Ufx'U'7cbhfUMh'hc'5XUa g'HUb'_UbX'@Zh'z'6W'Zcf'G dd'mUbX'6ghU'Uh]cb'cZ Ub'5i hca UhYX' : i Y]b['Gng]Ya D[;
- 5i h\cf]nUh]cb'hc'5k Ufx'U'7cbhfUMh'hc'AW'UfHbYm' '7c"z'6W'Zcf'@AAC'FcUXk UmFYdU]fG D['%\$
- 5i h\cf]nUh]cb'hc'5k Ufx'7cbhfUMh'hc'597CA 'HYWb]W] 'Gyfj]Wg'z'6W'Zcf'5fVW]hYVh'fY'UbX 9b[]bYYf]b[; YbYfU' 'Gyfj]Wg D['%&
- 5i h\cf]nUh]cb'hc'5k Ufx'U'7cbhfUMh'hc'HfUbg]h'FYgci fW'7YbhYf'Zcf'6i g'@bY'6gdYVh]cb'Gyfj]Wg D['%&
- 5i h\cf]nUh]cb'hc'5k Ufx'U'7cbhfUMh'hc' ; 'cj Yf' 'C]' '7ca dUbmZcf'6]cX]YgY' D['%
- 5i h\cf]nUh]cb'hc'5k Ufx'U'7cbhfUMh'hc' ; 'Ugg'DfchYVh]cb'Gyfj]Wg'z'6W'Zcf'h\Y'6ghU'Uh]cb'cZ'U GUZYhmH\Yfa U'K]bXck ' :]a D['&\$

B. '9i hYbg]cb'cZ'7cbhfUMtg

- 5i h\cf]nUh]cb'hc'9i YV'hY'Ub'6bhYf'cW] '5[fYYa Ybh'k]h'J'CHF5B'Zcf'7ca a i hYf'6i g'Gyfj]W VYhk YYb'J'c'i g]U'7ci bhmiUbX'8ck bhck b' Cf'UbXc D[' &
- 5i h\cf]nUh]cb'hc'9i YfW]gY' H\]fX' M'Uf' Cdh]cb'cZ'7cbhfUMh' ; \$*! \$\$\$%k]h' 5_Yfa Ub'GYbhYfZ]h'Zcf : YXYfU'@cVn]b['Gyfj]Wg D[' *
- 5i h\cf]nUh]cb'hc'9i YfW]gY' H\]fX' M'Uf' Cdh]cb'cZ'7cbhfUMh' ; \$+! \$% 'k]h' GdYbWf' : UVf]W]h]cbg'z 6W'z'Zcf'AUbi ZUMh' f]b['cZ'@MBL'DUgg]yb[Yf'G'Y'hYfg'UbX'5a Yb]h]Yg D[' ,

C. 'A]gW''UbYci g

- 5i h\cf]nUh]cb'hc'5i V]cb'CVgc'YhY'6i g'DUfhg D[((\$
- Attachments
- 5i h\cf]nUh]cb'hc'HfUbgZYf'9Y] Yb'FYh]FYX'6i gYg'hc'h\Y' ; U]bYg]'Y'FY[]cbU' HfUbg]h'Gng]Ya D[() %
- 5i h\cf]nUh]cb'hc'5ddc]bh'9Xk UFX'@' >c\bgcb' Ug'Hfi ghY'cb'h\Y'@MBL'8YZYfYX'7ca dYbg]h]cb D'Ub D[() (
- 5i h\cf]nUh]cb'hc'FYUddc]bh'9Xk UFX'@' >c\bgcb' Ug'U'AUbU[Ya Ybh'Hfi ghY'hc'h\Y'5a U[Ua UhYX HfUbg]h' b]cb'f5Hl' E'@cW] ' % - * 'DYbg]cb' D'Ub D[() +
- 5i h\cf]nUh]cb'hc'5a YbX'7cbhfUMh' ; \$)! \$\$\$&k]h' 597CA 'HYWb]W] 'Gyfj]Wg'z'6W'Zcf' ; YbYfU D[' * \$

- 7cbg`h]b[`GYfj]Wg
- vi.  5i h\cf]nUh]cb`hc`9bhYf`]bhc`Ub`bHYf`cW`GYfj]Wg`5[fYYa Ybh`k]h`Dc`_`7ci bhmZcf`D]W] d`@]bY GYfj]Wg D[`* &
- vii.  FUh]Z]Vh]cb`cZ`hY`8YdUfha Ybh`cZ`<ca`Y`UbX`G`W`f]m]HfUbg]h`G`W`f]m]; fUbh`Dfc[fUa`5k`UfX D[`; \$
- viii.  5i h\cf]nUh]cb`hc`5ddfcj`Y`hY`@cW` : i bX]b[`Dcfh]cb`Zcf`hY`6i`]X]ci`h`cZ`hY`7`Ua`dg D[`; &
- ix.  5i h\cf]nUh]cb`hc`Di`fWUgY`i`d`hc`H]f]m]cbY`6i`gYg] bXYf`@MBL`7cbhFUMh`\$`-!`7\$`k`]h` ;]`][`z` @@ D[`; (
- x.  5i h\cf]nUh]cb`hc`egg`Y`U`Di`fWUgY`CfXYf`hc` :]fgh`7`Ugg`7cUW`GU`Yg] bXYf`hY` : `cf]XU`8YdUfha`Ybh`cZ`HfUbg]cfhUh]cb]fj` : `cf]XU`J`Y`]W`DfcW`fYa`Ybh`Dfc[fUa`fj`fi`J`DD`G`UHY`7cbhFUMh` : `J`DD`\$`!`G7!` : 77`Zcf`hY`DfcW`fYa`Ybh`cZ`Hk`Ybh]m]H`fY`fB`E`DufUhfUbg]h`J`Y`]Wg` : i bXYX`k`]h`5a`Yf]W]b`FYWtj`Yfm]UbX`FY]bj`Ygha`Ybh`5Vh`f5FF5E` : i bXg D[`; *
- xi.  5i h\cf]nUh]cb`hc`9bhYf`]bhc`Ub`5bbi`U`7ccfX]bUh]cb`5[fYYa`Ybh`k`]h`H`fY`AYX]W]X D[`; -
7ca`dYbg]U`Y`9bh]h]Yg`UbX` : cf]m]Y][`h`Bcb!`7ca`dYbg]U`Y`9bh]h]Yg
- xii.  5i h\cf]nUh]cb`hc`9l`YV`hY`hY`>c]bh`DUFh]V]dUh]cb`5[fYYa`Ybhg`k`]h`hY` : `cf]XU`8YdUfha`Ybh`cZ`HfUbg]cfhUh]cb`fi`8CHL`Zcf` : M`\$`\$`GYfj]W`8Yj`Y`cda`Ybh` ; fUbhg D[`; %\$)
- xiii.  5i h\cf]nUh]cb`hc`egg`Y`U`7`U]b]Y`CfXYf`hc`8cb`K`ccXz`bW`hc`i`d[fUXY`9`YV]f]W]`7]fW]hg]Zcf`hY`6]cX]YgY`8Ya`cbgh]Uh]cb`Dfc`YVh D[`; %\$
- xiv.  5i h\cf]nUh]cb`hc`5ddfcj`Y`hY`@cW`7ccfX]bUh]cb`5[fYYa`Ybhg`k`]h`hY`Zc`ck`]b[<i`a`Ub`GYfj]W`5[YbVYg`Cg]Wc`U`7ci`bVY`cb`5[]b[/`G]b]cfjg` :]fgh`Gya`]bc`Y`7ci`bmiAYbhU`<YU`h`/`Gya`]bc`Y`7ci`bmiAYUg`cb`K`YY`g`/`Ei`Yghz`bW`/`Df]a`fcgY`/`Cg]Wc`U`5F`7`/`UbX`hY`bXyD]bX]Ybh`HfUbg]cfhUh]cb`BYhk`cf`_`cZ`Cf`UbXc D[`; %&

7. Action Agenda

- A.  5i h\cf]nUh]cb`hc`a`d`Ya`Ybh`hY`Dfc]dcg]X`GYfj]W`7`U]b[Yg`UbX`GYfj]W`9ZZ]V]bV]Yg`9ZZ]V]h]Y`8YW]a`VYf`*`z`&\$`\$`- D[`; %&-
-Attachments 
- B.  5i h\cf]nUh]cb`hc`FY`YUgY`FYei`Yghg`Zcf`Dfc]dcg]U`g`fF`Dfj`FY`UHYX`hc`hY`5a`Yf]W]b`FYWtj`Yfm]FY]bj`Ygha`Ybh`5Vh`FYj`]gY`hY`5a`Yf]W]b`FYWtj`Yfm]FY]bj`Ygha`Ybh`5Vh`Dfc`YV]f]5a`ci`bhg`UbX`hY`5ggc]V]U]hYX`5ddfcj`U`hc`5k`UfX`7cbhFUM]g D[`; %*`
- C.  5i h\cf]nUh]cb`hc`bWYUgY`7cbhFUM]g`\$`-!`7\$`k`]h`8UHU`HfUbg]Zf`Gc`i`h]cbg`fBHq`UbX`\$`-!`7\$`k`]h`FYnbc`XgZ`Ga`]h` /`<]`fFG<E`Zcf` ; YbYfU`7cbg`h]b[`GYfj]Wg D[`; %*\$`
- D.  5i h\cf]nUh]cb`hc`bWYUgY`@MBLfiG]UZZ]b[`@]Y`Zcf` ; fUbh` : i bXYX`Dcg]h]cbg`Zcf`hY`5a`Yf]W]FYWtj`Yfm]FY]bj`Ygha`Ybh`5Vh`f5FF5E`Dfc`YV]g`UbX`hY`8YdUfha`Ybh`cZ`<ca`Y`UbX`G`W`f]m]f]B<Gz` : `cf]XU`8YdUfha`Ybh`cZ`HfUbg]cfhUh]cb`fi`8CHLz`UbX` : YXYfU`HfUbg]h`5Xa`]b]gh]Uh]cb`fi`H5E`Dfc[fUa`g`UbX`hY`6]cX]YgY` : i Y`Dfc`YV]h`k`]h`hY` : `cf]XU`8YdUfha`Ybh`cZ`9bYf[]m D[`; %&`
- E.  5Xcdh]cb`cZ`hY` : M`\$`\$`C]dYf]h]b[`UbX`7Ud]hU`6i`X[]Yhg D[`; %*`
- F.  5i h\cf]nUh]cb`hc`9bhYf`]bhc`hY` : M`\$`\$`DUFh]Yf`5[fYYa`Ybh`Zcf`H<9`7@`6`DFC` ; F5A`k`]h`CfUb[]Y`7ci`bhm D[`; %+`%
- G.  5i h\cf]nUh]cb`hc`5ddfcj`Y`U`i`b]Zcfa` : i bX]b[`5[fYYa`Ybh`UbX`9bhYf`]bhc`hY` : M`\$`\$`GYfj]W` : i bX]b[`5[fYYa`Ybhg`k`]h`hY`FY][]cbU` : i bX]b[`DUFh]Yf]g D[`; %`
- H.  5i h\cf]nUh]cb`hc`5Xcdh]FYgc`i`h]cbg`\$`-!`\$`\$`z`\$`-!`\$`\$`z`\$`-!`\$`\$`]b`G`ddcfh]cZ`hY`G]UHY`cZ` : `cf]XU`8YdUfha`Ybh`cZ`HfUbg]cfhUh]cb]fj`HFUW`%`UbX`&`5dd]V]h]cb`Zcf`G`bFU]z`<][`Gd]YX`FU]z`UbX`5a`HfU`GYfj]Wg D[`; '\$`
- I.  &\$`\$`G]UHY`@][]g]U]h]Y`Df]cf]h]Yg D[`; '%`
-Attachments 
- J.  5i h\cf]nUh]cb`hc`9bhYf`]bhc`U`Di`fWUg]b[`5[fYYa`Ybh`k`]h`CfUb[]Y`7ci`bmiUbX`Cf`UbXc`i`h]h]Yg D[`; '&&`
7ca`a`]gg]cb`f]C]`7E`hc`Di`fWUgY`6]cX]YgY` : i Y`Zfca`@MBL
- K.  5ddfcj`U`cZ`7`]YZ`9l`YV]h]j`Y`CZZ]W]f]f]79Ck`5bbi`U`5ddfc]U]g D[`; '&(`
- L.  9`YV]h]cb`cZ`hY`&\$`\$`6cUfX`cZ`8]fV]W]c]f]CZZ]W]f]g D[`; '&`

8. Work Session

- A.  DfYgY]b]h]cb`cb`Gya`]bc`Y`7ci`bmi]g`%`#`-`&`7ca`a`i`b]m]FYXY`Y`cda`Ybh`5[YbW]h]f]7F5k D[`; '*`

9. Information Items
(For Review Purposes Only - No action required)

- A.  Update on the LYMMO Alternative Analysis Pg' &+

10. Other Business

11. Monthly Reports
(For Review Purposes Only - No action required)

- A.  Monthly Financial Reports - July 31, 2009 Pg' &-
-Attachments 
- B.  Monthly Financial Reports - June 30, 2009 Pg' ' '*
-Attachments 
- C.  American Recovery and Reinvestment Act Project Status Report Pg' ('
- D.  Ridership Reports - June/July/August 2009 Pg' (' *
- E.  Planning & Development Report - August/September 2009 Pg' '),
- F.  Communications Report - July/August 2009 Pg' ' **
- G.  Legislative Report Pg' ' +&
- H.  Monthly Employee Travel Report - September 2009 Pg' ' +)
- I.  Monthly Employee Travel Report - August 2009 Pg' ' ++

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

In accordance with the Americans With Disabilities Act of 1990, persons needing a special accommodation at this meeting because of a disability or physical impairment should contact Sarah Tirado at 455 N. Garland Ave, Orlando, FL 32801 (407) 841-2279, extension 3012, not later than three business days prior to the meeting. If hearing impaired, contact LYNX at (407) 423-0787(TDD).

LYNX
Central Florida Regional Transportation Authority
Monthly Board Meeting Minutes

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

DATE: **July 23, 2009**

TIME: **1:05 p.m.**

Members in Attendance:

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

Members Absent:

Orange County, Mayor Richard Crotty

1. Call to Order and Pledge of Allegiance

The Chairman, Commissioner Carlton Henley, called the meeting to order at 1:05 p.m. Chairman Henley asked Commissioner Arrington to lead the Pledge of Allegiance.

2. Approval of Minutes

Motion was made and seconded to approve the Minutes of the May 28, 2009 Board of Directors meeting. The motion passed unanimously.

3. Public Comments

Joanne Cormelis addressed the Board and discouraged cutting services. She encouraged providing 24 hour service 7 days a week including holidays and weekends.

4. Chief Executive Officer's Report

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

1. In April, the LYNX Board awarded a contract for Workers Compensation Legal Services to the firm of Fishback Dominick. Brian Bolton was the partner with Fishback that made the

presentation to the LYNX Source Evaluation Committee (SEC) on behalf of the Fishback firm and has been handling LYNX' Workers' Compensation cases for the past few years.

On June 30, 2009, Mr. Bolton left the firm of Fishback to open his own practice under the firm name of Bolton and Helm, P.A. Since Mr. Bolton was the person in the Fishback firm that handled LYNX' Workers Compensation claims, it would be in our best interest to retain his services. Mr. Bolton and the Fishback firm agree to assignment of the contract from Fishback Dominick to Bolton and Helm, P.A. Akerman Senterfitt is working with all parties to complete the contract assignment. This is an information only item. Board approval is not required.

2. A new route was implemented in April along State Road 434 corridor. The route was funded by a Florida Department of Transportation (FDOT) Service Development grant, Seminole County and Job Access and Reverse Commute (JARC) program. In May, the first full month of operation, there were 5,300 passengers which was a 23% increase over the partial month service in April and in June there were 7,200 passengers which was a 30% increase over the month of May. The ridership is strong in this very important corridor.
3. On September 15th, additional American Recovery and Reinvest Act (ARRA) grant applications are due. The program is called TIGER (Transportation Investment Generating Economic Recovery). There is \$1,500,000,000 available for projects which will promote greater mobility, a cleaner environment and more-livable communities. The applications are due prior to the next Board meeting. Staff is finalizing a feasibility analysis and will be submitting applications for funds to construct a satellite operating base in the southern part of the service area if the analysis shows total overall cost savings by reducing deadhead miles.
4. A couple of meetings ago, the Board approved the elimination of the “no strand” policy for paratransit service. In the past, if a passenger did not have the fare they would be transported. Since July 1st when the policy was eliminated, non-payment has been reduced from 15% to 5%.
5. LYNX' ARRA grant was approved July 10th for approximately \$31,500,000. As of June 30th, 20% of the funds associated with the project were out to bid. By the end of July, we anticipate having approximately 52% of the funds out to bid. At the September 24th Board meeting, 8 projects will be presented for approval of award.
6. The Florida Sports Commission contacted LYNX regarding their application to host the World Soccer Games in 2022. The application includes supplying transportation to the facilities and games. LYNX has agreed to provide a letter of support offering free fares to the attendees of the events. There is an opportunity for sponsorships to cover costs.

5. Consent Agenda

A. Release Requests for Proposal

- i. Authorization to Release Request for Proposal (RFP) for a Third Party Administrator for Workers' Compensation and Tort and Public Liability

- ii. Authorization to Release a Request for Proposal (RFP) for Cashless Fareboxes and Associated Probing Equipment for LYNX' PickUpLine Vehicles

B. Award Contracts

- i. Authorization to Award a Contract to Arthur J. Gallagher Risk Management Services, Inc. for Insurance Brokerage Services
- ii. Authorization to Award Contract to Kemco Industries, LLC for the Fabrication of Bus Shelters
- iii. Authorization to Award a Contract to magnetic Ticket & Label for Printing and Encoding Fare Cards

C. Extension of Contracts

- i. Authorization to Exercise First Year option of Contract #06-006 with B&L Commercial Cleaning for Trash Removal at LYNX Bus Stops, Shelters and Superstops
- ii. Authorization to Exercise First Year Option of Contract #06-004 with B&L Commercial Cleaning for Lawn Maintenance at LYNX Bus Stops

D. Miscellaneous

- i. Authorization to Execute Amendment #1 of the Florida Commission for the Transportation Disadvantaged Medicaid Non-Emergency Transportation (NET) Program Agreement (#BDM88)
- ii. Approval of LYNX' Disadvantaged Business Enterprise (DBE) Goal for Fiscal Year 2009-2010
- iii. Authorization to Modify the Transportation Disadvantaged Operating Grant Agreement
- iv. Authorization to Transfer a Retired Revenue Vehicle to the City of Winter Springs Police Department
- v. Authorization to Write-Off Assets as of June 30, 2008 Physical Inventory Count and Reconciliation
- vi. Authorization to Issue an Invitation for Bid (IFB) to Make Repairs to the LYMMO Roadway
- vii. Ratification of the FY2010-2019 Transit Development Plan (TDP) Minor Update
- viii. Authorization to Approve the Revised Transit Station License Agreement for the LYNX Shelter/Amenities Program
- ix. Authorization to Initiate the Public participation Process for Consideration of the Proposed Service Efficiency Changes for December 6, 2009
- x. Adoption of the LYNX Environmental Policy Statement
- xi. Authorization to Increase the Data Transfer Solutions (DTS) Consultant Team Program Contract #05-003

Motion was made and seconded to approve the Consent Agenda Items 5.A.i through 5.D.xi. The motion passed unanimously.

6. Action Agenda

The Chairman announced a “Blue Sheet” Action Agenda item will be added to the Agenda and taken up immediately following Action Agenda Item 7.A.

A. **Authorization to Implement the Proposed Fixed Route Service changes for August 16, 2009**

The Chairman recognized Edward Johnson, Chief Administrative Officer, to make the presentation.

Mr. Johnson reported that the service changes will improve efficiency and effectiveness of the fixed route services. Included in the change, is the elimination of Link 444, a circulator service funded by Universal Studios and Job Access Reverse Commute (JARC) grant funds due to the conclusion of funding and the poor performance of the route. Public hearings and workshops are not required by the Public Participation Process, however, LYNX staff is proactively working with the riders of Link 444 to ensure timely notification of the change and assist with alternative solutions.

Motion was made and seconded to authorize the implementation of the proposed fixed route service changes for August 16, 2009. The Motion passed unanimously.

B. **Authorization to File Application for the Transportation Investment Generating Economic Recovery (TIGER) Grant**

The Chairman recognized Linda Watson, Chief Executive Officer, to make the presentation.

On September 15th, additional American Recovery and Reinvest Act (ARRA) grant applications are due. The program is called TIGER (Transportation Investment Generating Economic Recovery). There is \$1,500,000,000 available for projects which will promote greater mobility, a cleaner environment and more-livable communities. The applications are due prior to the next Board meeting.

Motion was made and seconded to authorize the filing of an application for the Transportation Investment Generating Economic Recovery (TIGER) Grant. The Motion passed unanimously.

7. Other Business

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

8. Monthly Reports

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

Meeting adjourned at 1:20 p.m.

Consent Agenda Item #6.A. i

To: LYNX Board of Directors

From: Lisa Darnall
CHIEF OPERATING OFFICER
Joe Cheney
(Technical Contact)
Ricky Sonny
(Technical Contact)

Phone: 407.841.2279 ext: 6036

Item Name: Award Contracts
Authorization to Award a Contract to Adams Tank and Lift, Inc. for
Supply and Installation of an Automated Fueling System

Date: 9/24/2009

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to enter into a contract with Adams Tank and Lift, Inc. for the supply and installation of an Automated Fueling System (AFS) in the amount of \$197,000.

BACKGROUND:

This award will allow the successful proposer to install a complete Automated Fueling System (AFS) at the LOC facility. This system would allow LYNX to increase efficiency in the recording of fuel and lube dispensed to all LYNX vehicles at the LOC facility. This system will also integrate this equipment to automatically record fuel and lube usage directly into the LYNX Fleet Maintenance software system and eliminate the manual recording of data. With the AFS, all fuel and lube usage will seamlessly be transferred into the fleet maintenance software in real time with transactions posted immediately. The AFS system will control the fuel dispensing stations, the lube reels in the fueling bay, and the fuel dispensed in the upcoming bio-diesel blending station.

The AFS will provide numerous benefits including:

- Improved efficiency of the fueling operation by eliminating the manual recording of fuel and lube data; reduce the inaccuracies associated with human error in the manual recording of data.
- Updated LYNX Fleet Maintenance software system immediately after the vehicle is fueled and/or lube is added, along with vehicle meter readings, so that the Material

Control Division can more efficiently monitor the fuel and lube usage that will result in accurate inventory levels and the reordering of fuel and lubes at the LOC facility.

- Provide accurate data for fleet reports and vehicle performance.
- Flag usage anomalies and notify staff of potential problems before the revenue vehicle is on route.
- Provide real-time vehicle meter readings that ensure vehicle preventative maintenance programs are executed on time.
- Eliminate the potential of unauthorized fueling or lube distribution.
- Eliminate the potential of incorrect fuel and/or lube distributed to a specific vehicle.
- Integrate with the biodiesel blending station so that complete manifests can be forwarded to the Material Control and Finance divisions immediately once the transaction is complete. This will result in timely invoicing for Biodiesel fuel purchased.

Schedule

Once approval is granted for award, a notice to proceed will be forwarded to the contractor with an estimated timeline for completion by the end of February 2010.

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

LYNX' procurement policies require prime contractors to use their best efforts to subcontract a portion of their work to DBE firms. LYNX' overall goal is 10%.

FISCAL IMPACT:

The cost of this award is \$197,000 and covers all equipment, installation, training and back office equipment/software, and has been included in the FY 2009 and FY 2010 capital budgets.

Consent Agenda Item #6.A. ii

To: LYNX Board of Directors

From: Lisa Darnall
CHIEF OPERATING OFFICER
Joe Cheney
(Technical Contact)
Steven Robinson
(Technical Contact)

Phone: 407.841.2279 ext: 6036

Item Name: Award Contracts
Authorization to Award a Contract to McCartney & Co., Inc. for LYMMO
Roadway Repairs

Date: 9/24/2009

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to award a contract to McCartney & Co., Inc for LYMMO roadway repairs. The Contract amount shall not exceed \$179,005. Staff is also seeking approval to include a project contingency not to exceed 10% of the original contract amount approved by the Board as defined in Administrative Rule 4.5.4.

BACKGROUND:

The City of Orlando constructed a three (3) mile dedicated Bus Rapid Transit (BRT) system throughout the business district that was completed in July 1997. The construction consisted of passenger stops, shelters and a dedicated travel lane for buses. Upon completion, The City of Orlando partnered with LYNX to operate the service. The BRT was named LYMMO and started service in July 1997. The ridership from August 2008 through July 2009 has been 1,223,226 passenger trips.

As a result of many years of use, wear and tear, the dedicated roadway is in need of repair.

The LYMMO Roadway Repair project will consist of:

- Patching and sealing of all damaged concrete band edges to match existing color
- Cleaning, repairing and caulking of construction joints where deteriorated
- Pressure washing tire residue and dirt to present a clean and well maintained operation

The BID was released on August 17, 2009 and sealed bids were due to LYNX by 2:00 p.m. EST on Wednesday, September 02, 2009. Legal advertisements were published in the Orlando Times, Orlando Sentinel, El Sentinel and on LYNX' website. Vendors who download the bid documents from the website are required to fax back the procurement registration form.

On September 2, 2009 at 2:00 p.m. EST, the bid opening was conducted. LYNX received one bid on this project from McCartney & Company Inc in the amount of \$131,883. The bid was then forwarded to Claudia Korobkoff, Project Manager for the City of Orlando Transportation Department, for review. Claudia reviewed the bid and noticed a calculation error on item 1010. The quantity for this item is 1500 SF. The bid submitted showed a unit price of \$35.00 for a total item cost of \$5,250. A letter was sent to McCartney & Company Inc on September 10, 2009 to have the bid clarified based upon the quantity of 1,500 SF. McCartney & Company Inc responded with a revised bid to reflect the correct quantity. The unit price decreased from \$35.00 per SF to \$34.00 per SF for an extended amount of \$51,000. Additionally, the cost for Bonds and Insurance increased from \$6,948 to \$8,320. The revised bid submitted totals \$179,005. The City of Orlando estimated the cost of this work at \$177,330.

Barracuda Construction did not bid on this project because they would have to sub out most of the work and could not be competitive. CEM did not bid because their estimator handling that project was unable to put together a bid for the project.

Bonds

The Contractor is required to provide payment and performance bonds for this project.

Schedule

The Contractor has sixty (60) calendar days to complete the work after receipt of the Notice to Proceed.

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

LYNX' procurement policies require prime contractors to use their best efforts to subcontract a portion of their work to DBE firms. LYNX' overall goal is 10%. Due to the limited size of this project, all of the work will be done by the prime contractor.

FISCAL IMPACT:

The cost for this project is federally funded and the FY 2009 capital budget will be amended accordingly. The federal funding for fixed guide-way services can only be used for the LYMMO.

Consent Agenda Item #6.A. iii

To: LYNX Board of Directors

From: Edward Johnson
CHIEF ADMINISTRATIVE OFFICER
Tony Walter
(Technical Contact)
Rich Bannon
(Technical Contact)

Phone: 407.841.2279 ext: 6058

Item Name: Award Contracts
Authorization to Award Contract to AECOM Technical Services, Inc. for
Architecture and Engineering General Services

Date: 9/24/2009

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to award a contract to AECOM Technical Services, Inc. (formerly Earthtech) for Architecture and Engineering general services for bus shelters and transfer centers. The term of the contract is for a total of three (3) years from date of award. Task Orders will be negotiated and issued for work to be performed. The contract shall not exceed \$1,000,000 per contract year without prior Board approval. The cost for these services is reflective of a typical cost for site design, permitting and construction management of approximately \$3,000 per shelter. This was then multiplied by the number of shelters proposed under ARRA (320). In addition, this cost also allows for staff to issue additional task orders for transfer center design and associated construction management.

BACKGROUND:

At the April 22, 2009 LYNX Board of Directors meeting, staff received authorization to release a Request for Proposal (RFP) for Architecture and Engineering general services for bus shelters and transfer centers. The RFP was released on May 15, 2009 and proposals were due to LYNX by 2:00 p.m. EST on Tuesday June 23, 2009.

Seven responses were received from the following firms:

- ACAI Associates, Inc
- C3TS, Inc
- AECOM Technical Services, Inc

- Ghyabi and Associates, Inc
- KBJ Architects, Inc
- Kimley-Horn and Associates
- Reynolds, Smith and Hills, Inc

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

Tony Walter – Director of Planning
 Jeff Reine – Capital Strategic Planner
 Catherine Cavins – ARRA Project Manager

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

- Professional Qualifications (45%)
- Past Performance/Experience (35%)
- Ability to perform (20 %)

The SEC met on Thursday July 16, 2009 to discuss the seven responses. The meeting was publicly noticed and several of the proposers attended the meeting.

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

- AECOM Technical Services, Inc (**244**)
- Reynolds, Smith and Hills, Inc (**243**)
- Kimley-Horn and Associates (**228.25**)
- C3TS, Inc (**186.25**)
- ACAI Associates, Inc (**174.75**)
- Ghyabi and Associates, Inc (**154.25**)
- KBJ Architects, Inc (**143**)

After discussions on the proposals received from the seven firms, the SEC ranked the proposals and requested oral presentations from the top two firms on Wednesday July 29, 2009. The scoring of the presentations is as follows based on a total possible score of 300:

- AECOM Technical Services, Inc (**258**)
- Reynolds, Smith and Hills, Inc (**250**)

Staff is recommending award to AECOM Technical Services, Inc.

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION

LYNX procurement policies require prime contractors to use their best efforts to subcontract a portion of the work to DBE firms. LYNX has an established goal of 10% participation. Evaluation of the contractors' ability to achieve established goals is performed on the basis of a plan provided by the contractor(s) and evidence of past record of achievement. The above

consultant contracts have demonstrated the intent and ability to meet the Authority's established goal. Therefore, the DBE goal for this contract is 10%.

FISCAL IMPACT

Funding has been included in the approved ARRA grant funding and has also been included in the FY 2010 budget.

Consent Agenda Item #6.A. iv

To: LYNX Board of Directors

From: Bert Francis
CHIEF FINANCIAL OFFICER
Lisa Darnall
(Technical Contact)
Joe Cheney
(Technical Contact)

Phone: 407.841.2279 ext: 6047

Item Name: Award Contracts
Authorization to Award a Contract to Transit Resource Center for Bus Line
Inspection Services

Date: 9/24/2009

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to award a five (5) year contract to Transit Resource Center for bus line inspection services.

BACKGROUND:

At the April 22, 2009 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) under the pooled bus procurement process. The inspection services are exclusively for buses purchased under LYNX Contract #09-C05 with Gillig, LLC which was approved by the Board on December 11, 2008.

The purpose of this contract is to obtain high quality and professional bus line inspection/resident engineering services to ensure that the buses obtained by consortium members, when built, are top quality equipment capable of delivering maximum performance with high reliability. The Contractor represents the procuring agency at the Gillig plant and monitors the manufacturing and installation process. The Contractor will be authorized to approve the pre-delivery acceptance tests and to release the buses for delivery. Each agency who utilizes this contract is responsible for issuing their own purchase orders for the services and payment.

The RFP was released on June 1, 2009, and proposals were due to LYNX by 2:00 p.m. EST on Monday, June 29, 2009.

The two responses received were from the following firms:

- First Transit
- Transit Resource Center

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

- Joe Cheney, Deputy Chief of Operations, Maintenance, LYNX
- Steven Neal, General Manager, City of Ocala and Marion County (SunTran)
- Robert Andis, Manager of Technical Services, Hillsborough Area Transit, HART

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 Wednesday, August 26, 2009 to discuss the two responses. The meeting was publicly noticed.

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

- Transit Resource Center **(278)**
- First Transit (255)

Following the discussions on August 26, 2009, the SEC unanimously recommended the award be made to Transit Resource Center.

Transit Resource Center is offering a fixed cost per vehicle inspection for both diesel power and hybrid electric buses.

Contract Year One	\$396
Contract Year Two	\$404
Contract Year Three	\$412
Contract Year Four	\$420
Contract Year Five	\$428

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

Due to the technical and specific nature of the work to be performed, the opportunity for subcontracting with DBEs is very limited and or not likely. LYNX procurement policies for services and contracts require prime contractors make a good faith effort to subcontract portions of the work to DBE firms.

FISCAL IMPACT:

LYNX includes the cost of bus inspections with each year's bus procurement and is included in the FY2010 Budget.

Consent Agenda Item #6.A. v

To: LYNX Board of Directors

From: Lisa Darnall
CHIEF OPERATING OFFICER
Joe Cheney
(Technical Contact)
Ricky Sonny
(Technical Contact)

Phone: 407.841.2279 ext: 6036

Item Name: Award Contracts
Authorization to Award a Contract to Glover Oil Company for Biodiesel

Date: 9/24/2009

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to award a contract to Glover Oil Company for supplying B-99 Biodiesel.

BACKGROUND:

At the May 28, 2009 Board of Directors meeting, staff received authorization to release an Invitation for Bid. The bid was issued on August 3, 2009 with sealed bids due on Wednesday September 9, 2009 at 2:00 P.M.

The bid requested suppliers to provide a fixed fee cost per gallon (excluding cost of the fuel) using the Oil Price Information Services (OPIS). The fixed fee cost includes the cost to deliver the fuel and profit. The estimated annual usage is 1,200,000 gallons per year.

The following bids were received:

Firm	Year One Unit Price	Year Two Unit Price
Clean Fuels, LLC	.5950/gallon	.5950/gallon
Glover Oil Company	.0639/gallon*	
Mansfield Oil Company	.7125	.7125
Petroleum Traders	.2384	.2384

* Vendors bid price was valid for 90 days due to the fluctuations in biodiesel feed stock's commodity pricing. Vendor is offering to coordinate price changes if required on a quarterly basis.

The unit markup includes all tax credits associated with IRS Notice 2008-100.

A determination of responsibility has been conducted and the vendor was determined to be responsible.

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

There was no DBE goal for this procurement.

FISCAL IMPACT:

The funding for biodiesel is included in the LYNX' FY 2010 budget.

Consent Agenda Item #6.A. vi

To: LYNX Board of Directors

From: **Lisa Darnall**
CHIEF OPERATING OFFICER
Joe Cheney
(Technical Contact)
Ricky Sonny
(Technical Contact)
Bert Francis
(Technical Contact)

Phone: 407.841.2279 ext: 6036

Item Name: Award Contracts
Authorization to Award a Contract to Glass Protection Services, Inc. for the Installation of a Safety Thermal Window Film

Date: 9/24/2009

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to enter into a contract with Glass Protection Services, Inc. for the installation of safety thermal window film at the LYNX Operations Center (LOC) and LYNX Central Station (LCS). The Contract amount shall not exceed \$151,200. Staff is also seeking approval to include a project contingency not to exceed 10% of the original contract amount approved by the Board as defined in Administrative Rule 4.5.4.

BACKGROUND:

LYNX received a Certificate of Occupancy for the LYNX Central Station (LCS) in November 2004 and the LYNX Operations Center (LOC) in August 2007. The designs and specifications did not include window glazing or double pane windows in these facilities due to budget considerations. Based on the need to reduce energy consumption, ensure that the buildings are safe during a hurricane or other high wind occurrences and help in protecting employees and patrons in the event of terrorist activity, it is necessary to install a window film treatment. The window film has additional qualities of radiant heat reflection and blockage of both UV-A and UV-B rays. It is a "state of the art" new technology that will reduce HVAC requirements by reducing the radiant heat allowed into the building and also increase the windows' impact resistance from objects traveling over two hundred (200) mph.

The LOC and LCS Safety Thermal Window Film project has the ability to:

- Allow energy savings resulting in lower wattage use by reduction of radiant heat intrusion
- Reduced HVAC maintenance from the reduction of heat intrusion
- Reduction in the degradation of office furniture and flooring from UV ray blockage
- Increase productivity through a more comfortable working environment
- Reduce LYNX' carbon footprint upon the environment

Once complete, this project is estimated to have a 100% return on investment within four years.

The RFP was released on July 14, 2009 and proposals were due to LYNX by 2:00 p.m. EST on Tuesday, August 18, 2009. Legal advertisements were published in the Orlando Times, Orlando Sentinel, El Sentinel and on LYNX' website.

One response was received from the following firm:

- Glass Protection Services, Inc

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

- Bill Zielonka, Director of Safety and Security
- J. Marsh McLawhorn, Chief of Government Affairs
- Steve Robinson, Manager of Facilities Maintenance

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

1. Firm's past experience with similar projects (35%)
2. Ability to complete a project on time and within budget (30%)
3. Company stability and references (20%)
4. Cost (15%)

The SEC met on Tuesday, September 1, 2009 to discuss the one response. The meeting was publicly noticed.

Even though only one proposal was received, the SEC members determined the proposal was responsive and the cost being proposed was fair and reasonable.

Since only one bid was received, LYNX contacted other potential bidders to find out why they did not submit a proposal. A response received from Solar Energy Management indicated that they declined to submit a proposal due to the fact that they could not complete with Glass Protection Services' labor costs.

Schedule

The Contractor has ninety (90) calendar days to complete the work after receipt of the Notice to Proceed.

Bonds

The Contractor is required to provide payment and performance bonds for this project.

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

A goal was not established for this project based on the availability of ready, willing and able DBEs for contracting opportunities. LYNX' policy encourages prime contractors to use their best efforts to subcontract portions of the work to DBE firms.

FISCAL IMPACT:

The cost of the LOC and LCS Safety and Security Thermal Barrier is \$151,200. The cost for this is included in FY 2010 capital budget and is funded 100% through the Federal Transit Administration's ARRA program.

Consent Agenda Item #6.B. i

To: LYNX Board of Directors

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

Phone: 407.841.2279 ext: 6047

Item Name: Extension of Contracts
Authorization to Execute an Interlocal Agreement with VOTRAN for
Commuter Bus Service between Volusia County and Downtown Orlando

Date: 9/24/2009

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to execute an Interlocal Agreement between LYNX and VOTRAN to continue the commuter bus service between Volusia County and Downtown Orlando effective October 1, 2009.

BACKGROUND:

Over the past several years, LYNX and VOTRAN have worked in a cooperative relationship to provide commuter bus service (Link 200) between Volusia County and Downtown Orlando via Interstate 4. The Florida Department of Transportation (FDOT) provided a service development grant to the Volusia County Government funding fifty percent (50%) of the cost to operate the service less the farebox recovery. LYNX and VOTRAN share in the remaining 50% expense equally less the farebox recovery.

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

FISCAL IMPACT:

The funding to cover the LYNX total service cost is included in the FY2010 budget at an estimated amount of \$232,330 annually.

**CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY
(LYNX)
AND
VOTRAN (A DEPARTMENT OF THE GOVERNMENT OF VOLUSIA
COUNTY)
AN INTERLOCAL AGREEMENT FOR THE PROVISION OF COMMUTER BUS
SERVICE BETWEEN VOLUSIA COUNTY AND DOWNTOWN ORLANDO FOR
FISCAL YEAR 2010**

The parties to the Agreement are the County of Volusia, a political subdivision of the State of Florida, 123 West Indiana Avenue, Deland, FL 32720 (hereinafter, "COUNTY"), and the Central Florida Regional Transportation Authority, body politic and corporate created pursuant to Part II, Chapter 343 , Florida Statutes, 455 N Garland Avenue, Orlando, FL 32801 (hereinafter "LYNX").

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

WHEREAS, the Volusia County Metropolitan Planning Organization, METROPLAN ORLANDO, LYNX, the Volusia Transportation Authority, and the Florida Department of Transportation completed an Inter-Regional Study to identify short term, quickly implementable transit service for West Volusia County and the Orlando Urban area to assist in minimizing congestion; 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 Volusia County and downtown Orlando via Interstate-4; and

WHEREAS, the Florida Department of Transportation (FDOT) has offered a service development grant to the Volusia Transportation Authority which will provide fifty percent (50%) of the funding necessary to operate commuter bus service.

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. VOTRAN means the Volusia Transportation Authority, as described in §2-137 of the Volusia County Code of Ordinances.
 - B. Manager means the General Manager of VOTRAN, 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 VOTRAN 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 VOTRAN'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 "Volusia 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 VOTRAN 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, 2009 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 75% of the funding (25% from the COUNTY plus 50% from its direct Joint Participation Agreement with the Florida Department of Transportation).
 - LYNX shall provide no more than 25% of the funding.
4. **TERM.** The term of this Agreement shall be for a one-year period, commencing upon execution of the Agreement by both parties and ending September 30, 2010, contingent upon annual appropriations by the Florida State Legislature and the Volusia County Council.
 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 “Volusia County Commuter Bus Service Plan”.
 7. **COMPLIANCE WITH REGULATIONS.** This agreement and the use of transit vehicles and all services provided by LYNX/VOTRAN 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 revenue hours provided during the billing period. LYNX’ funding portion, as provided in Section 3, shall be deducted from the billing invoice. In addition, LYNX shall list all fares collected by LYNX that shall also be deducted from the monthly invoice. Also, LYNX shall increase the monthly invoice for LYNX’ 25% of the total fares collected by LYNX and the COUNTY. This method allows for all fare revenue to be accounted for and allocated 50% FDOT, 25% VOTRAN, and 25% LYNX because LYNX is collecting VOTRAN’s fare media as well as cash. 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 LYNX' 25% share of 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 VOTRAN 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 VOTRAN 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 VOTRAN with a Summary Complaint Report every thirty (30) days.
13. **MARKETING.** LYNX and VOTRAN 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 VOTRAN 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 VOTRAN 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 “Volusia 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 VOTRAN's connecting routes and schedules (routes 18, 20 and 22).

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 VOTRAN for all key administrative/management

personnel. Also, VOTRAN 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 VOTRAN.

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. VOTRAN 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 VOTRAN 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 County of Volusia, Florida. Venue of any legal action to enforce the terms of this Agreement, or any default thereof, shall be in Volusia 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:

Lois Bollenback
General Manager
VOTRAN
950 Big Tree Road
South Daytona, FL 32119

Linda S. Watson
Chief Executive Officer
LYNX
455 N. Garland Avenue
Orlando, FL 32801

Also:

Albert J. Francis II, CPA
Chief Financial Officer
LYNX
455 N. Garland Avenue
Orlando, FL 32801

Ellisa C. Darnall
Chief Operating Officer
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 Henderson, Executive Assistant

By: _____
Chief Executive Officer
Linda S. Watson

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

By: _____
Patrick Christiansen, Esq.

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this _____ day of _____, 2009, by Linda S. Watson, Chief Executive Officer and Deborah Henderson, Executive Assistant, respectively, Central Florida Regional Transportation Authority, and they acknowledged before me that they executed the foregoing instrument on behalf of CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY as its true act and deed, and that she was authorized to do so.

Name:
Notary Public
Serial Number:
Commission Expires:

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

County of Volusia

Attest:

(seal)

By: _____
County Manager Date

By: _____
County Council Date

County of Volusia, Florida
123 West Indiana Avenue
Deland, Florida 32720

STATE OF FLORIDA
COUNTY OF VOLUSIA

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

WITNESS my hand and official seal this _____ day of _____, 2009.

Name:
Notary Public:
Serial Number:
Commission Expires:

Consent Agenda Item #6.B. ii

To: LYNX Board of Directors

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

Phone: 407.841.2279 ext: 6064

Item Name: Extension of Contracts
Authorization to Exercise Third Year Option of Contract #06-001 with
Akerman Senterfitt for Federal Lobbying Services

Date: 9/24/2009

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to exercise a one-year renewal option of Contract #06-001 with Akerman Senterfitt to perform LYNX federal lobbying services.

BACKGROUND:

In accordance with LYNX Board approval, a Request for Proposal (RFP) was issued for federal lobbying services on October 3, 2005, and the contract was awarded to Akerman Senterfitt, effective December 9, 2005. The contract was for an initial term of two years with three one-year options, subject to Board approval and annual funding availability.

Akerman Senterfitt has represented LYNX for the last four years and has been instrumental in assisting staff on request of discretionary Congressional appropriations, the inclusion of LYNX items in the stimulus package and has been proactive in positioning LYNX in the next round of SAFETEA-LU reauthorization next year.

To date, Akerman Senterfitt has helped LYNX secure over \$120 million in Congressional earmarks since 1992. This includes over \$40 million in transportation appropriations funds for new buses, bus facilities, an Intelligent Transportation Systems (ITS) project, and a Job Access and Reverse Commute Program since 2001. Recent successes include:

- \$3,087,500 for LYNX buses in FY2009
- \$1,372,000 for LYNX buses and \$1,149,050 for a bus rapid transit system in FY2008
- \$1.35 million for LYNX buses in FY2006

- \$9,096,400 for LYNX' bus fleet expansion program in the 2005 transportation reauthorization law (SAFETEA-LU)

FISCAL IMPACT:

The contract is included in the FY 2010 operating budget and is budgeted for a not-to-exceed amount of \$126,000.

Consent Agenda Item #6.B. iii

To: LYNX Board of Directors

From: Edward Johnson
CHIEF ADMINISTRATIVE OFFICER
Rich Bannon
(Technical Contact)
Tony Walter
(Technical Contact)

Phone: 407.841.2279 ext: 6047

Item Name: Extension of Contracts
Authorization to Exercise Third Year Option of Contract #07-019 with Spencer Fabrications, Inc., for Manufacturing of LYNX Passenger Shelters and Amenities

Date: 9/24/2009

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to exercise the third one-year option to renew Contract #07-019 with Spencer Fabrications, Inc., for the manufacture of LYNX passenger shelters and amenities.

BACKGROUND:

The Board approved the award of Contract #07-019 in June 2007 to Spencer Fabrications, Inc., for an initial term of one year in the amount not to exceed \$502,900, based on quantities established during the initial first year fixed price period.

Contract #07-019 with Spencer Fabrications dated October 1, 2007 is an indefinite delivery and quantity contract, with four optional one year term(s) each, subject to price/cost analyses for any future price escalation for any items included in the RFP. The Board granted the first renewal optional in August 21, 2008.

Spencer currently manufactures the 15' X 15', 10' X 10', 6' X 9' and 6' x 13' shelters for LYNX. In addition, Spencer also provides LYNX the solar panels for the shelters and has performed refurbishment of shelters when needed. Throughout the current shelter manufacturing contract, Spencer Fabrications has continued to submit value engineering changes for all of the bus shelters. They provided a redesign for the 6' X 9' shelter to LYNX at minimal cost to the agency that includes a small bench and a different style roof line. Spencer also has a good understanding of the critical activity milestones and duration of the manufacturing process. They

continue to meet LYNX' work order schedules and have performed satisfactorily in accordance with the terms of the contract.

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

LYNX' procurement policies for service contracts require prime contractors make a good faith effort to subcontract a portion of the work to DBE firms. This contract has established a DBE goal of 12.25% participation.

Spencer Fabrications, Inc. has provided a good faith effort documentation since they indicated no DBE participation.

FISCAL IMPACT:

The third one year option renewal of Contract #07-019 with Spencer Fabrications will utilize grant funding to be approved and programmed as part of the FY 2010 capital budget. If approved, staff will program approximately 60 shelters (with solar where applicable) system-wide. Estimated cost is approximately \$915,000 in FY 2010 subject to the Board's adoption of the final FY 2010 budget. The contract with Spencer is capped at a total of approximately 60 shelters. As such, it is anticipated that this contract will be used only for fiscal year related shelter construction only. The cost for construction of each shelter is variable depending upon the size of shelter constructed.

Consent Agenda Item #6.C. i

To: LYNX Board of Directors

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

Phone: 407.841.2279 ext: 6047

Item Name: Miscellaneous
Authorization to Auction Obsolete Bus Parts

Date: 9/24/2009

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to retire, transfer, or sell, at public or internet auction, obsolete bus parts as identified on the attached list.

BACKGROUND:

It is LYNX' policy to hold an annual auction to dispose of Board approved surplus assets. LYNX' staff have identified obsolete bus parts that are no longer needed and require disposition. As such, the attached list of obsolete items require authorization for retirement and disposal at the public or internet auction.

FISCAL IMPACT:

The total net book value of the obsolete items is \$118,784. The net proceeds from this sale will be included in LYNX' non-operating revenue.

Part ID-Suffix	Part Description	Date Created	Unit Cost	MCPINV	MCOWHR	TOTAL	TOTAL VALUE
				QTY	QTY	QTY	
190287-165-0	FITTING - HOSE 45 16-16	9/15/2005	\$29.80	0		2	\$59.60
190297-105-0	FITTING - HOSE 45 10-10	9/15/2005	\$9.62	7		11	\$105.82
1974209-0	CONNECTOR - GROUND 50DN	9/15/2005	\$1.47	6		6	\$8.82
1987256-0	TEE - GENERATOR 24V	9/15/2005	\$2.43	9		15	\$36.45
20-42976L080.00-0	EXTRUSION, FENDER FLARE REA	11/16/2005	\$60.75		2	2	\$121.50
20-48985M000-0	PANEL - FUEL FILL DOOR	7/9/2007	\$25.92		1	1	\$25.92
202NPP-0	BEARING - MARINE PUMP	9/15/2005	\$3.98	32		52	\$206.96
203PP-0	BEARING - SEALED	9/15/2005	\$1.43			80	\$114.40
204PP-0	BEARING - EVAP & COND MTR	9/15/2005	\$2.02			75	\$151.50
205PP-0	BEARING - A/C BRUSHLESS / IDU	9/15/2005	\$2.33			30	\$69.90
206326-0	SCREW - FUEL PMP 12PT CAP	9/15/2005	\$6.22			2	\$12.44
214-0007-0	KIT - REB CYL C214-0056	9/15/2005	\$59.68			2	\$119.36
218-0010-0	MOTOR ASSY - HYD PWR UNIT	9/15/2005	\$261.21	3		5	\$1,306.07
218-0014-0	KIT - W/C HAND PUMP	7/7/2006	\$31.70	1		1	\$31.70
234-3466-0	HYD FTG - 90 #6M/JIC #6FJI	9/15/2005	\$2.90	1		1	\$2.90
23507226-0	SLEEVE - REAR CRANKSHAFT	9/15/2005	\$13.75	2		5	\$68.73
23515803-0	CONNECTOR -	9/15/2005	\$10.34	1		2	\$20.68
23515823-0	KIT - OIL ANALYSIS TEST	9/15/2005	\$8.60			9	\$77.40
23517440-0	OIL FILLER - ASSY GILLIG	9/15/2005	\$277.54	7		7	\$1,942.75
23520634-0	KIT - BAL SHAFT BUSHING	9/15/2005	\$108.03	4		4	\$432.12
23521894-0	SEAL - CAM GEAR	9/15/2005	\$3.66	3		3	\$10.98
23521935-0	SEAL - CAM GEAR	9/15/2005	\$3.58	20		20	\$71.65
240000001-0	PUMP - WHEEL CHAIR LIFT	11/6/2007	\$915.00			1	\$915.00
24006-0	FILTER - UNL FUEL D-B/PCT	9/15/2005	\$9.77	2		2	\$19.54
260-2301-0	LENS ASSY - LICENSE LIGHT	9/15/2005	\$7.15	2		8	\$57.20
278614-0	VALVE - DOUBLE CHECK - DC-4	9/15/2005	\$12.00	1		1	\$12.00
2828-MLU-0	SWITCH - MOMENTARY	9/15/2005	\$3.54	1		15	\$53.10
29503757-0	GASKET - SOLENOID COVER	9/15/2005	\$1.39			1	\$1.39
3-1284-B-3	COOLER - TRAN OIL B400	9/15/2005	\$0.00		6	6	\$0.00
305-0	BULB - MINATURE	9/15/2005	\$1.87	9		19	\$35.53
315-0	BULB - MINATURE	9/15/2005	\$0.00	14		43	\$0.00
3559066-0	ADAPTER - AIR COMP. CUMMIN	3/22/2007	\$63.61			1	\$63.61
37506-201-0	LENS - LICENSE PLATE LITE	9/15/2005	\$2.63	1		4	\$10.52
3818841-0	GASKET - THERMOSTAT HSNG.	9/15/2005	\$2.59			1	\$2.59
3824700-0	DRIER - CLAY MATERIAL	9/15/2005	\$34.51			1	\$34.51
3824701-0	DRIER - CRYSTAL MATERIAL	9/15/2005	\$34.51			1	\$34.51
40-10575-001-0	ROD - RADIATOR STABILIZER	9/15/2005	\$1.42	1		2	\$2.84
40-11522-005-0	BRACKET - HT CNTRL VALVE	9/15/2005	\$11.26	1		2	\$22.52
40-21372-000-0	PLATE - DOOR PIVOT STOP	9/15/2005	\$6.93	1		1	\$6.93
40-21419-000-3	BRACKET - SOLENOID VALVE	9/15/2005	\$0.00	1		1	\$0.00
40-23066-000-0	BRACKET - MIRROR MTG EXT	9/15/2005	\$0.00			12	\$0.00
40-23808-002-0	SEAL - RADIO BOX CHANNEL	9/15/2005	\$0.01	1		1	\$0.01
40-24775-000-0	GUARD - AIR TANK DRAIN	9/15/2005	\$63.25	0		3	\$189.75
40-25207-000R-0	PANEL - RH STORAGE BOX	9/15/2005	\$0.01		1	1	\$0.01
40-25341-001-0	PLATE - LIFT U SKID	9/15/2005	\$12.10	2		5	\$60.50
40-25869-000-0	GUARD - MARKER LIGHTS	9/15/2005	\$30.61	1		4	\$122.44
40-27358-000-0	BRACKET - RAD. SUPPORT	9/15/2005	\$16.40			1	\$16.40
40-28113-000-0	PLATE - REINFORCEMENT	9/15/2005	\$5.79			1	\$5.79
40-28660-000-0	ANGLE - HEATER CTRL VALVE	9/15/2005	\$20.91	1		2	\$41.82
40-29088-000-0	BRACKET - FAN MOTOR SUPT	9/15/2005	\$43.55	0		1	\$43.55
40-29402-000-0	BRACKET - RECEPTICLE MTG	9/15/2005	\$11.30			1	\$11.30
40-32872-000-0	HANDLE - PULL	9/15/2005	\$15.97			1	\$15.97
40-34614-014.10-0	EXTRUSION - HORIZONTAL DR	9/15/2005	\$16.15		2	2	\$32.30
402-7257FLX-0	TUBE - CROSSOVER GEN	9/15/2005	\$12.62	3		9	\$113.58
40N05000-3	LOCKNUT - 5/16 - 18	9/15/2005	\$0.00			40	\$0.00
40N06000-3	LOCKNUT - 3/8 16	9/15/2005	\$0.00			20	\$0.00
40N98000-3	LOCKNUT - #8 NYLON	9/15/2005	\$0.00			40	\$0.04
41-07730-00.900-0	TUBE - 1.5 IN.X 2.5 IN. X 1.1	9/15/2005	\$8.18			2	\$16.36
417405-001-0	DISPLAY ASSY -	9/15/2005	\$385.00	2		2	\$770.00
417405-001-1	DISPLAY ASSY -	9/15/2005	\$159.00	1		1	\$159.00

Part ID-Suffix	Part Description	Date Created	Unit Cost	MCPINV	MCOWHR	TOTAL	TOTAL VALUE
				QTY	QTY	QTY	
42-09515-002-0	STUB - SHAFT ASSY	9/15/2005	\$80.54			1	\$80.54
42-22990-000-0	BRACKET - AIR DRIER BENDX	9/15/2005	\$38.45			6	\$230.70
42-24441-002-0	PANEL - TOW HOOK COVER 96	5/11/2007	\$164.75		1	1	\$164.75
42-25586-004-0	LAMPBAR ASSY - 25 LIGHT	9/15/2005	\$226.00			1	\$226.00
42-25586-004-1	LAMPBAR ASSY - 25 LIGHT	7/31/2007	\$250.00	0		2	\$500.00
42-25985-000-0	ARM ASSY - HINGE GRILL LH	9/15/2005	\$157.43			1	\$157.43
42-26679-001-0	HINGE - REAR GIL FRT DOOR	9/15/2005	\$0.00		1	1	\$0.00
42-26679-002-0	HINGE - FORWARD FRT. DOOR	9/15/2005	\$277.44		1	1	\$277.44
42-28252-004-0	DOOR ASM. - RR RUN BOX	9/15/2005	\$75.27			1	\$75.27
42-28893-000-0	BRACKET ASSY - PUMP MTG	9/15/2005	\$0.01		49	49	\$0.49
42-32737-000-0	BRACKET - AIR DRIER BENDX	9/15/2005	\$45.78			1	\$45.78
42-34791-000-0	BRACKET ASSY - DRIVER FAN	9/15/2005	\$63.35			1	\$63.35
42-35725-000-0	BRACKET - TRANS PIPE SUPP	9/15/2005	\$226.16	1		1	\$226.16
43-32351-000-0	PANEL ASSY - LH CAP ACCES	9/15/2005	\$127.64		2	2	\$255.28
43-32894-000-0	SHROUD - RADIATOR OUTER	9/15/2005	\$130.67		1	1	\$130.67
43-33938-000-0	GRILLE - RETURN AIR	9/15/2005	\$132.34		1	1	\$132.34
44-5416-0	BRUSH - COND FAN MTR T/K	9/15/2005	\$13.12			60	\$787.20
44-7100-0	ARMATURE - 24V DBL SHAFT	9/15/2005	\$379.49	2		2	\$758.98
4411-10-85-0	FITTING - HOSE JIC 10-8	9/15/2005	\$9.24	3		5	\$46.18
4411-12-10S-0	FITTING - HOSE 12-10	9/15/2005	\$10.39			3	\$31.17
4411-24S-0	FITTING - HOSE #24	9/15/2005	\$18.09	4		4	\$72.36
4411-8-6S-0	FITTING - HOSE JIC 8-6	9/15/2005	\$4.91	1		1	\$4.91
45-02112-000-0	SEAL - DOOR GILLIG 7FT.	9/15/2005	\$0.66		4	4	\$2.64
45-02138-000-0	RAIL - DRIP	9/15/2005	\$1.23		24	24	\$29.52
45-02142-017.50-0	SEAL - ENTRANCE DOOR TOP	9/15/2005	\$3.84			11	\$42.24
45-08669-000-0	SEAL - DOOR	9/15/2005	\$2.02	1		2	\$4.04
45-09960-000-0	HINGE - RR ACCESS DOOR	9/15/2005	\$10.72			2	\$21.44
45-09960-001-0	HINGE - GILLIG	9/15/2005	\$17.38	1		1	\$17.38
45-11572-000-0	MOUNT - MIRROR ARM	9/15/2005	\$14.85	1		2	\$29.70
45-15345-000-0	BOTTLE - W/S WASHER	9/15/2005	\$61.71			2	\$123.42
45-1556-0	STATOR ASSY - 104-476	9/15/2005	\$310.86	1		1	\$310.86
45-15986-000-0	LOCKSTRIP - DOOR GLAZING	9/15/2005	\$0.90	14	0	14	\$12.60
45-16729-000-0	TRIM - RADIATOR DOOR	9/15/2005	\$12.69		3	3	\$38.07
45-23645-000-0	HANDLE ASSY - STR COL ADJ	9/15/2005	\$12.84	1		2	\$25.68
45-28654-002-0	TUBE - STANCHION	9/15/2005	\$34.19			1	\$34.19
45-32982-000-0	SHROUD ASSY -	9/15/2005	\$548.30		1	1	\$548.30
46-12A1010-1070-0	HOSE - COMP TO AIR DRYER	9/15/2005	\$70.00			5	\$350.00
46-16D3034-0515-0	HOSE ASSY -	9/15/2005	\$0.00			1	\$0.00
46-20B1014-0640-0	HOSE ASSY - TRANS COOLER	9/15/2005	\$96.76	3		3	\$290.28
46-20B1014-0660-0	HOSE ASSY -	9/15/2005	\$75.71	1		1	\$75.71
50-02104-002-0	MIRROR - MOUNTING BRACKET	9/15/2005	\$3.50	1		12	\$42.00
50-09641-006-0	BRUSH - PASS LIFT	9/15/2005	\$3.73	1		2	\$7.46
50-09641-008-0	BRUSH - PASS LIFT	9/15/2005	\$4.96	1		1	\$4.96
50-10922-001-0	ROD - RH THREAD EYE	9/15/2005	\$59.33			1	\$59.33
50-10922-002-0	ROD - LH THREAD EYE	9/15/2005	\$58.11			2	\$116.22
50-12755-000-0	VISOR - SUN SIDE	9/15/2005	\$58.32	4		4	\$233.28
50-15886-000-0	PIVOT - DOOR	9/15/2005	\$18.00	1		1	\$18.00
50-25456-000-0	HARNESS - LIFT CHASSIS	9/15/2005	\$174.00			1	\$174.00
50-26461-001-0	SENSOR - FIRE SUPPRESS	9/15/2005	\$82.70	10		10	\$826.95
50-41118-000-3	HARNESS ASSY - EM70C	9/15/2005	\$0.00			22	\$0.00
500609001-0	BALLAST - 24V 175MA	9/15/2005	\$55.79	1		3	\$167.37
501270001-0	BOARD - 7X30 DISPLAY	9/15/2005	\$549.87	2		2	\$1,099.74
501607001-0	BOARD - 16X16 DISPLAY	9/15/2005	\$755.92	2		2	\$1,511.84
501608001-0	BOARD - SIGN	9/15/2005	\$0.01	1		1	\$0.01
501833001-1	SPB BASE ASSY - EE PROMS	9/15/2005	\$226.11	1		1	\$226.11
502364-001-0	CABLE - 50 LEAD 1ST DISPL	9/15/2005	\$20.61	1		1	\$20.61
51-00108-006-0	BLOCK - TERMINAL	9/15/2005	\$6.57			1	\$6.57
51-00185-001-0	CABLE ASSY - SPEEDOMETER	9/15/2005	\$21.22	2		3	\$63.66
51-02134-003-0	LENS - LIC PLATE 12VDC	9/15/2005	\$11.87			9	\$106.81
51-08176-001-0	LENS ASSY - BACKUP	9/15/2005	\$66.79	2		3	\$20.37

Part ID-Suffix	Part Description	Date Created	Unit Cost	MCPINV	MCOWHR	TOTAL	TOTAL VALUE
				QTY	QTY	QTY	
51-12718-000-0	SENDER - OIL PRESSURE	9/15/2005	\$19.50	1		2	\$39.00
51-12723-002-0	RELAY - TIME DELAY 24VDC	9/15/2005	\$47.21			1	\$47.21
51-14135-002-0	ALARM - BUZZER 3 TERMINAL	9/15/2005	\$83.79			2	\$167.58
51-18859-009-0	HOLDER - FUSE	9/15/2005	\$2.85			4	\$11.40
51-18859-034-0	LOCK - COOLANT PROBE M-11	9/15/2005	\$0.57			4	\$2.28
51-19332-800-0	LIMITER - 800 AMP	9/15/2005	\$9.77	1		1	\$9.77
51-22103-000-0	ALARM - BUZZER	9/15/2005	\$4.08	1		4	\$16.32
51-24459-007-3	BREAKER - 25AMP CIRCUIT	9/15/2005	\$0.00			9	\$0.00
51-25320-001-0	MODULE - LOW FUEL	9/15/2005	\$93.94	1		2	\$187.88
51-25320-002-0	MODULE - LOW FUEL	9/15/2005	\$133.60			1	\$133.60
51-25320-002-3	MODULE - LOW FUEL	9/15/2005	\$0.00			2	\$0.00
51-25900-001-0	LAMPBAR ASSY - 5 LIGHT	9/15/2005	\$68.75			1	\$68.75
51-26117-007-0	SWITCH - 10 LB. PRESSURE	9/15/2005	\$17.58	0		2	\$35.16
51-26117-010-0	SWITCH - FUEL PRESS 15 LB	9/15/2005	\$11.00	1		3	\$33.00
51-26163-005-0	SENSOR - TRANS TEMP	9/15/2005	\$47.10	10		10	\$471.00
51-26904-007-0	COVER ASSY - LAMP 72 IN.	9/15/2005	\$29.48			1	\$29.48
51-26904-009-0	COVER - LAMP ASSY 48 IN.	9/15/2005	\$38.90	1		1	\$38.90
51-26904-010-0	COVER - LAMP ASSY 66 IN.	9/15/2005	\$47.05	1		1	\$47.05
51-28554-002-0	LAMPBAR ASSY - 10 LIGHT	9/15/2005	\$225.60			2	\$451.20
51-34262-000-0	LENS ASSY - RED TURN	9/15/2005	\$6.66	1		5	\$33.30
51-34803-002-3	LENS ASSY - LED AMBR MARK	9/15/2005	\$0.00			1	\$0.00
51-34848-003-0	LAMPBAR ASSY - INDICATOR (N	9/15/2005	\$1,017.03	1		2	\$2,034.06
51-34848-003-1	LAMPBAR ASSY - INDICATOR (R	9/15/2005	\$395.00			3	\$1,185.00
511-5103-000-0	BOARD - TERMINAL AGC	9/15/2005	\$48.00	1		1	\$48.00
5130995-0	GASKET - AIR STARTER MTG	9/15/2005	\$0.80	2		14	\$11.13
5132155-0	SEAL - THERMOSTAT	9/15/2005	\$1.27	1		4	\$5.08
519.111.12-1	ARMATURE - CONDENSOR FAN	9/15/2005	\$200.00	2		2	\$400.00
53-00302-002-0	GUIDE - GILLIG ROPE	9/15/2005	\$3.15	2		4	\$12.60
53-02305-000-0	VALVE - ANTI DRAIN BACK	9/15/2005	\$10.50	8		14	\$147.00
53-02312-000-0	SLEEVE - SPlicing	9/15/2005	\$0.39	0		17	\$6.63
53-02322-002-3	CLAMP - TORCT. 4 IN. EXH	9/15/2005	\$0.00	1		1	\$0.00
53-08339-001-0	GLASS - SIGHT	9/15/2005	\$1.74	25		32	\$55.69
53-08339-002-0	O-RING - SIGHT GLASS	9/15/2005	\$0.45	12		12	\$5.40
53-09054-000-0	VALVE - BLEEDER	9/15/2005	\$2.22	2		4	\$8.88
53-09319-000-0	HOOK - RUBBER	9/15/2005	\$4.54	1		2	\$9.08
53-09457-001-0	HANDLE - BATTERY TRAY	9/15/2005	\$2.58			1	\$2.58
53-09505-000-3	CLEANER - AIR ASSY GILL	9/15/2005	\$0.00		2	2	\$0.00
53-09611-016-0	LOCKNUT - 1 1/8 IN.-7	9/15/2005	\$2.88	0		2	\$5.76
53-09902-000-0	VALVE - 9# PRESSURE REG	9/15/2005	\$3.90	1		1	\$3.90
53-09942-000-0	HOURMETER - 12-28VDC	9/15/2005	\$49.00	0		3	\$147.00
53-12447-000-0	STRAP - SLACK ANCHOR	9/15/2005	\$3.50			1	\$3.50
53-13735-000-0	LATCH ASSY - PADDLE HANDL	9/15/2005	\$46.85	1		1	\$46.85
53-13735-001-0	LATCH - ENGINE DOOR	9/15/2005	\$0.00			1	\$0.00
53-15338-000-0	LATCH - SPRING WIPER DOOR	9/15/2005	\$3.37			8	\$26.96
53-15448-000-0	STRAP - AIR TANK MTG	9/19/2005	\$0.00	0			
53-15830-000-0	KIT - WIPER INTERMITTENT	9/15/2005	\$140.00	1		2	\$280.00
53-15879-000-0	KIT - W/S WASHER	9/15/2005	\$90.17	1		1	\$90.17
53-17602-004-0	BUSHING - TRANSVERSE BEAM	9/15/2005	\$64.75	2		9	\$582.79
53-17602-013-0	SPACER - EQUIL. BEAM GILL	9/15/2005	\$21.67	2		4	\$86.68
53-17602-014-0	NUT - 2 1/4-12 CASTLE	9/15/2005	\$32.30	1		2	\$64.60
53-17602-015-0	SPACER - WASHER TRAIL ARM	9/15/2005	\$6.57	8		11	\$72.31
53-17602-017-0	WASHER - EQUIL. BEAM GILL	9/15/2005	\$10.76	2		3	\$32.28
53-20116-002-0	ROD ASSY - ADJ PANHARD	9/15/2005	\$190.80			1	\$190.80
53-20274-001-0	VALVE - AIR SOLENOID 24V	9/15/2005	\$39.00	1		3	\$117.00
53-20415-007-0	BOLT - 1.125-7 IN. ROD	9/15/2005	\$8.37	2		2	\$16.74
53-20417-001-0	BRACKET - REAR AXEL LH	9/15/2005	\$302.08		2	2	\$604.16
53-20417-002-0	BRACKET - REAR AXLE RH	9/15/2005	\$238.00		3	3	\$714.00
53-20417-004-0	BUSHING - TRAIL ARM ADPTR	9/15/2005	\$50.90	2		6	\$305.40
53-21161-003-0	ROD - TORQUE	9/15/2005	\$106.96	2		5	\$534.80
53-21370-000-0	VALVE - FUEL TANK VENT	8/27/2007	\$21.26	1		1	\$21.26

Part ID-Suffix	Part Description	Date Created	Unit Cost	MCPINV	MCOWHR	TOTAL	TOTAL VALUE
				QTY	QTY	QTY	
53-21643-003-0	VALVE - SOLENOID SHUTOFF	9/15/2005	\$30.97	2		10	\$309.65
53-23195-002-0	SPRING - COMPRESSION	9/15/2005	\$2.50	2		3	\$7.50
53-23592-000-0	KIT - POPPET VALVE ADJUST	9/15/2005	\$0.00			11	\$0.00
53-25481-000-0	CHAMBER - TYPE 30	9/15/2005	\$43.45	11	0	11	\$477.95
53-26406-009-0	DRIVESHAFT - 1710 HALFRND	9/15/2005	\$452.40	0	1	1	\$452.40
53-27155-001-0	BUSHING - TRAIL ARM ALIGN	9/15/2005	\$19.85	4		7	\$138.95
53-27492-000-0	MOUNT - ISOLATOR	9/15/2005	\$55.82			2	\$111.64
53-27492-000-3	MOUNT - ISOLATOR	9/15/2005	\$0.00			18	\$0.00
53-27493-000-3	MOUNT - ISOLATOR	9/15/2005	\$0.00			13	\$0.00
53-28162-000-0	FITTING - STANCHION ROOF	9/15/2005	\$25.34			2	\$50.68
53-28321-000-0	CLAMP - ELECTRIC CABLE	9/15/2005	\$61.15	3		3	\$183.45
53-28955-009-0	BOLT - CRANK	9/15/2005	\$0.42			12	\$5.04
53-29059-000-2	MOTOR - HYD FAN W/O HOLE	9/15/2005	\$0.00			1	\$0.00
53-29471-000-0	DEFLECTOR - WIND	9/15/2005	\$71.56	10		19	\$1,359.64
53-29866-000-0	HOUSING - COOLANT FILTER	9/15/2005	\$49.51			1	\$49.51
53-33047-000-0	COOLER - HYD OIL	9/15/2005	\$967.63		2	2	\$1,935.26
53-33047-000-1	COOLER - HYDRAULIC OIL (REB)	9/15/2005	\$71.33		6	6	\$428.00
53-33047-001-0	SWITCH - HYDRAULIC FAN	9/15/2005	\$66.04	8		9	\$594.36
53-35401-000N-0	SHIELD - POLE LIGHT	9/15/2005	\$6.68	0		2	\$13.36
53-35441-000N-0	BEARING - FLANGED FRT DR	9/15/2005	\$4.83			2	\$9.66
54-11324-017-0	BOLT - 1/2 IN.-13X5 GR5	9/15/2005	\$1.00	9		9	\$9.00
54-11325-017-0	BOLT - 1/2 IN.-13X5 GR8	9/15/2005	\$0.01			2	\$0.02
54-12538-009-0	NUT - 1/2X13 GRD5 JAM	9/15/2005	\$0.11	1		1	\$0.11
54-12540-007-0	NUT - HEXHD NYLOCK 3/8-16	9/15/2005	\$1.11			4	\$4.44
54-12550-011-0	NUT - HEX NYLOCK - 18	9/15/2005	\$0.33	11		11	\$3.63
54-12551-007-0	LOCKNUT - NYLOK EXIT DOOR 3	9/15/2005	\$0.63	1		1	\$0.63
54-12555-009-0	NUT - 1/2-20 HEX HD FLG	9/15/2005	\$0.27	2		3	\$0.81
54-12601-008-0	WASHER - EXIT DOOR	9/15/2005	\$0.11	2		2	\$0.22
54-12935-002-0	ELBOW - 90 DEG. AIRBAG	9/15/2005	\$0.62	2		11	\$6.82
54-13062-007-0	FITTING - ELBOW HYD MOTOR	9/15/2005	\$4.41	5		7	\$30.87
54-13063-004-0	ELBOW - O-RING 90 DEGREE	9/15/2005	\$3.52	19		21	\$73.92
54-13063-022-0	FITTING - ELBOW HYD MOTOR	9/15/2005	\$11.10			1	\$11.10
54-13070-006-0	FITTING - TEE HYD FAN MTR	9/15/2005	\$4.74	2		2	\$9.48
54-13071-016-0	TEE - 1 5/16 IN. #16JIC **	9/15/2005	\$15.82	1		2	\$31.64
54-13116-013-0	PIN - COTTER 9/64 X 1 3/4	9/15/2005	\$0.42	9		9	\$3.78
54-13118-026-0	ELBOW - #16 JIC HOSE	9/15/2005	\$7.49	2		5	\$37.45
54-13119-031-0	SCREW - 6-20 X .75 FLTHD	9/15/2005	\$0.06	4		94	\$5.64
54-13559-006-0	BOLT - 1/2-20X1.75 FLGHD	9/15/2005	\$0.48	3		6	\$2.88
54-13563-011-0	BOLT - FLG HD 5/8-18X3 G8	9/15/2005	\$2.02	2		2	\$4.04
54-16976-000-0	BOLT - SIDE WALL SEAT	9/15/2005	\$0.83	13		38	\$31.54
54-23766-001-0	INSERT - #10-24 BLIND	9/15/2005	\$0.51	21		21	\$10.71
54-29095-000-0	CLIPNUT - DASH	5/2/2006	\$0.40			15	\$6.00
54-30445-039-0	SCREW - 12-24 X3/4 IN.SSPHTCS	9/15/2005	\$0.55			900	\$495.00
54-30445-040-0	SCREW - PHCRST SSTL	9/15/2005	\$0.27			201	\$54.27
54-50067-0	BRUSH - CARRIER EVAP MTR	9/15/2005	\$12.08	21		32	\$386.56
55-02261-001-0	HINGE - DOOR LOWER	9/15/2005	\$24.72			1	\$24.72
55-02261-002-0	HINGE - LOWER DOOR	9/15/2005	\$29.95			1	\$29.95
55-02356-001-0	CHIME - 12V PSGR SIGNAL	9/15/2005	\$80.61			1	\$80.61
55-02356-002-0	CHIME - 24V PSGR SIGNAL	9/15/2005	\$50.50	1		2	\$101.00
55-02381-000-0	GASKET - FILL NECK / TANK	9/15/2005	\$1.80	2		5	\$9.00
55-11196-001-0	ROD - RADIUS TUBE FRONT	9/15/2005	\$163.33	1		3	\$489.99
55-13140-000-0	BUMPER - FRONT	9/15/2005	\$926.04		1	1	\$926.04
55-15095-078-0	GLASS, EXIT DOOR UPPER	11/16/2005	\$36.88		1	1	\$36.88
55-20273-000-0	BRACKET - LH FRT BUMPER M	9/15/2005	\$84.90			1	\$84.90
55-20273-001-0	BRACKET - RH FRT BUMPER M	9/15/2005	\$84.90			1	\$84.90
55-23378-000-0	BRACKET - UP SHOCK FRT LH	9/15/2005	\$154.26	2		2	\$308.52
55-27697-000-0	PIPE - ENGINE AIR INTAKE	9/15/2005	\$251.43	0	1	2	\$502.86
55-28095-000-0	SHIELD - HEAT	9/15/2005	\$17.75	0		1	\$17.75
55-28517-000-0	PIPE - EXHAUST TAIL	9/15/2005	\$79.84			2	\$159.68
55-28557-000-0	OUTRIGGER - RAD. MTG. LH	9/15/2005	\$155.40		1	1	\$155.40

Part ID-Suffix	Part Description	Date Created	Unit Cost	MCPINV	MCOWHR	TOTAL	TOTAL VALUE
				QTY	QTY	QTY	
55-28645-000-0	PANEL - DOOR CONTROL	9/15/2005	\$42.33			1	\$42.33
55-28928-000-0	CHANNEL - FRONT	9/15/2005	\$548.39		1	1	\$548.39
55-29374-000-0	BRACKET - TENSIONER BELT	9/15/2005	\$48.02	1		3	\$144.06
55-29576-000-0	BRKT ASM - TRANS TAIL SPT	9/15/2005	\$167.50	4		4	\$670.00
55-29634-000-0	PIPE - OIL COOLER INLET	9/15/2005	\$86.75		6	6	\$520.50
55-29634-000-2	PIPE - OIL COOLER INLET	9/15/2005	\$0.00			2	\$0.00
55-29664-000-0	PIPE - OIL COOLER OUTLET	9/15/2005	\$98.86		5	5	\$494.30
55-29664-000-2	PIPE - OIL COOLER OUTLET	9/15/2005	\$0.00			2	\$0.00
55-29729-000-0	PIPE - RAD COOLANT OUTLET	9/15/2005	\$57.67			1	\$57.67
55-32600-042.00-0	STANCHION TUBE - REAR	9/15/2005	\$54.09			1	\$54.09
55-32798-000-0	PIPE - CAT CONV INLET	9/15/2005	\$155.65			1	\$155.65
55-32827-000-0	HOSE ASSY - P/S FAN DRIVE	9/15/2005	\$152.09			2	\$304.18
55-32849-000-0	PIPE ASSY - SS COOLANT	9/15/2005	\$100.13			1	\$100.13
55-35354-003-0	STRAP - FUEL TANK GILLIG	9/15/2005	\$126.00			1	\$126.00
55-35853-000-0	TUBE - TRANS DIPSTICK	8/24/2006	\$128.30			1	\$128.30
55-36071-000-0	PIPE - AFTER COOL INTAKE	9/15/2005	\$65.00	0		1	\$65.00
5500-125-0	HOSE - SILICONE 1 1/4 IN. X 3	9/15/2005	\$58.98			1	\$58.98
5500-162-0	HOSE - SILICONE 1 5/8 IN. X 3	9/15/2005	\$39.51			4	\$158.04
552117-0	ELBOW - 90 DEG 2 1/4 IN - B50	9/15/2005	\$47.75	4		4	\$190.98
56-00032-030-0	DIAPHRAGM - RUBBER DOOR	9/15/2005	\$4.13		28	28	\$115.64
56-00033-000-0	GASKET - AIR GOVERNOR	9/15/2005	\$0.10	10		10	\$1.00
56-02119-000-0	TRIM - INSERT	9/15/2005	\$1.10	0		134	\$147.40
56-08297-000-0	VENT ASSY -	9/15/2005	\$9.31	2		3	\$27.93
56-13593-001-0	WELLNUT - 1/4 IN.-20 X 0.65	9/15/2005	\$0.56			19	\$10.64
56-19323-000-0	INSULATION - 1 IN. THICK	9/15/2005	\$0.52	0	1	1	\$0.52
56-20341-002-0	STRIP - LOCK RH 102 IN. BUS	9/15/2005	\$57.65		1	1	\$57.65
56-28783-000-0	SEAL - GLAZING	9/15/2005	\$32.98		1	1	\$32.98
56-29685-004-0	LINER - FUEL TANK STRAP	9/15/2005	\$7.43	4		12	\$89.16
59-11987-000-0	DECAL - PULL TO SIGNAL	9/15/2005	\$1.43	12		53	\$75.79
59-11987-001-0	DECAL - PULL TO SIGNAL	9/15/2005	\$4.16	87		97	\$403.52
59-12281-001-0	DECAL - KNEEL	9/15/2005	\$4.17	1		2	\$8.34
59-14683-000-0	DECAL - KNEELING	9/15/2005	\$4.52	2		2	\$9.04
59-21519-000-0	DECAL - EMERGENCY EXIT	9/15/2005	\$1.00	22		47	\$47.00
59-25064-000-0	DECAL - BATTERY SWITCH	9/15/2005	\$7.41			3	\$22.22
59-28760-000-0	PLATE - DECAL RETARDER SW	9/15/2005	\$5.00	1		9	\$45.00
60303R-0	LENS ASSY - HAZARD	9/15/2005	\$4.32	8		21	\$90.69
6311533-0	FILTER ELEMENT	9/15/2005	\$58.52			1	\$58.52
6328797-3	LINK ASSY - CENTER	9/15/2005	\$0.00		2	2	\$0.00
64600011-0	CLIP ASSY - REAR SEAT	9/15/2005	\$15.00	2		2	\$30.00
6643003-0	PIN ASSY - LONG	9/15/2005	\$11.47			6	\$68.82
66900-0	PIGTAIL -	9/15/2005	\$2.74			10	\$27.40
67508-1-0	BULB - SODIUM 150W D-BLDG	9/15/2005	\$12.54			11	\$137.94
70-0783-00006-0	SWITCH - TOGGLE ON/OFF	9/15/2005	\$1.27	22		139	\$176.53
70010003-0	SCREW - #6-20 X 1/2 LG PH	9/15/2005	\$0.01			43	\$0.43
700483-1	PROCESSOR - QUAD VCR	9/15/2005	\$400.00	2		2	\$800.00
71054-0	SEAL - IDLE CUT OUT VALVE	9/15/2005	\$2.31	10		12	\$27.72
71266-0	CLAMP - SPINNER OIL FILT	9/15/2005	\$50.65			2	\$101.30
71270-0	KNOB - T-BOLT CLAMP	9/15/2005	\$34.08			2	\$68.16
73-0	BULB - MINATURE	9/15/2005	\$0.11	0		25	\$2.75
7329-0500-0	PANEL - SEAT BOTTOM	9/15/2005	\$68.00		1	1	\$68.00
77-2639-0	COVER - END BELL - EVAP MOT	6/6/2007	\$192.00	2		2	\$384.00
77068-0	BELT - BRAKE LATHE	9/15/2005	\$8.56			4	\$34.24
7717-0	PLUG - FINISHING - BIKE RACK	11/13/2006	\$1.20	10		10	\$12.00
801-1512-000-0	MIC - AGC	9/15/2005	\$77.41	1		1	\$77.41
801-9510-010-1	CARD - ROUTE PCMCIA REB	9/15/2005	\$225.00	2		2	\$450.00
8017-0	SEAL - CONDENSOR FAN MTR	9/15/2005	\$1.84	20		64	\$117.64
82-0	BULB - MINATURE	9/15/2005	\$0.00	1		35	\$0.00
82-00148-001-0	WHEEL - BLOWER (CW)	9/15/2005	\$18.76	1		2	\$37.52
82-00155-000-0	CAPSCREW -	9/15/2005	\$0.18	4		31	\$5.58
82-00156-001-0	CAPSCREW -	9/15/2005	\$1.15			20	\$23.00

Part ID-Suffix	Part Description	Date Created	Unit Cost	MCPINV	MCOWHR	TOTAL	TOTAL VALUE
				QTY	QTY	QTY	
82-00584-001-0	CABLE - ASSY TIE BAR	9/15/2005	\$2.90			1	\$2.90
82-01311-000-0	CUP - STANTION SEAT MOUNT	9/15/2005	\$87.09	2		4	\$348.34
82-01631-001-0	CAPSCREW -	9/15/2005	\$0.28			3	\$0.84
82-02157-002-0	COLLET -	9/15/2005	\$0.00			10	\$0.00
82-02157-003-0	RETAINER -	9/15/2005	\$5.38	0		3	\$16.14
82-02190-000-0	SHOE - REAR BRAKE	9/15/2005	\$29.00	2		15	\$434.95
82-02314-000-0	SENSOR - SPEEDOMETER	9/15/2005	\$41.11			3	\$123.33
82-02392-000-0	SPIDER - L/H FRT BRAKE	9/15/2005	\$155.16			2	\$310.32
82-02406-000-0	SHOE ASSY - FRT BRAKE 6 IN.	9/15/2005	\$15.14			13	\$196.82
82-02407-000-0	SHOE - REAR BRAKE 16.5X10	9/15/2005	\$30.00			15	\$450.05
82-02648-000-0	BRACKET - S-CAM W/SEAL LH	9/15/2005	\$78.35			1	\$78.35
82-02649-000-0	BRACKET - S-CAM W/SEAL RH	9/15/2005	\$78.35			1	\$78.35
82-02891-182-0	CHANNEL - DRIVERS WINDOW	9/15/2005	\$4.25			100	\$425.00
82-03169-000-0	LOCKNUT - 5/8 IN. X 18	9/15/2005	\$0.19	0		6	\$1.14
82-03173-000-0	LOCKNUT -	9/15/2005	\$0.77			16	\$12.32
82-03176-000-0	LOCKNUT - 1/4 IN.	9/15/2005	\$0.05			1900	\$95.00
82-03200-001-0	CAPSCREW -	9/15/2005	\$2.15	0		24	\$51.60
82-03267-000-0	LOCKWASHER - 1/4 IN.	9/15/2005	\$0.03			2000	\$60.00
82-03283-000-0	PIN - RETURN SPRING	9/15/2005	\$0.19	2		25	\$4.69
82-03298-000-0	BUSHING - KNUCKLE	9/15/2005	\$15.11	3		5	\$75.55
82-03302-000-0	NUT - WHEEL BEARING	9/15/2005	\$2.19			1	\$2.19
82-03319-000-0	NUT - WHEEL	9/15/2005	\$2.59	2		3	\$7.77
82-03357-000-0	LOCKRING -	9/15/2005	\$2.15			9	\$19.36
82-03369-001-0	WASHER -	9/15/2005	\$0.37	1		1	\$0.37
82-03379-000-0	WASHER - SPECIAL	9/15/2005	\$0.50	12		12	\$6.00
82-03400-000-0	WASHER - FLAT	9/15/2005	\$1.23			15	\$18.45
82-03404-000-0	WASHER - WHEEL BEARING	9/15/2005	\$1.40	1		7	\$9.80
82-03417-000-0	WASHER - HARDENED	9/15/2005	\$0.11	4		20	\$2.20
82-03454-000-0	PIN - BRAKE SHOE ANCHOR	9/15/2005	\$2.40	17		29	\$69.60
82-03480-000-0	BOLT - LINING 1/4 IN. BRASS	9/15/2005	\$13.80	0		30	\$413.89
82-03763-000-0	CAMSHAFT - RH	9/15/2005	\$38.49			1	\$38.49
82-03769-000-0	CAMSHAFT - LH	9/15/2005	\$34.90			6	\$209.40
82-03869-000-0	PIN - KNUCKLE/KING	9/15/2005	\$30.40	4		6	\$182.40
82-03901-000-0	DRUM - REAR 16.5 X 10 IN.	9/15/2005	\$184.72		7	7	\$1,293.02
82-03928-000-0	CAP ASSY - HUB	9/15/2005	\$3.11			2	\$6.22
82-04477-000-0	WASHER - FLAT	9/15/2005	\$0.48	0		15	\$7.20
82-07611-002-0	CAMSHAFT - L/H	9/15/2005	\$50.37	1		3	\$151.11
82-07611-003-0	CAMSHAFT - R/H	9/15/2005	\$60.60	1		4	\$242.40
82-07930-000-0	KNUCKLE ASSY - FR AXLE LH	9/15/2005	\$444.69	0	2	2	\$889.38
82-07931-000-0	KNUCKLE ASSY - FR AXLE RH	9/15/2005	\$428.39		1	1	\$428.39
82-08137-000-0	ACTUATOR CAM ASSY - STR	9/15/2005	\$57.92			1	\$57.92
82-08143-000-0	PLATE - DISENGAGING STEERIN	12/26/2005	\$9.45			1	\$9.45
82-08154-003-0	BRACKET - CAMSHAFT L/H	9/15/2005	\$219.41	1		3	\$658.23
82-08154-004-0	BRACKET - CAMSHAFT R/H	9/15/2005	\$232.44	0		1	\$232.44
82-08208-001-0	BRACKET - S-CAM W/SEAL LH	9/15/2005	\$222.37			1	\$222.37
82-08208-002-0	BRACKET - S-CAM W/SEAL RH	9/15/2005	\$224.92			1	\$224.92
82-08211-000-0	HUB ASSY - FRONT LEFT	9/15/2005	\$923.92		3	3	\$2,771.76
82-08218-000-0	SEAL - STEERING KNUCKLE	9/15/2005	\$0.17	8		20	\$3.40
82-08225-000-0	SCREW - STOP STEERING KNUCK	7/23/2007	\$2.09	6		6	\$12.54
82-08529-000-0	BUSHING - PIVOT RUB EQLZ	9/15/2005	\$53.00	2		7	\$371.03
82-08641-000-0	BUMPER - 96 IN. FRONT GILLIG	9/15/2005	\$495.00		1	1	\$495.00
82-08651-000-0	BUSHING - RBR TRAIL ARM	9/15/2005	\$58.64	3		3	\$175.92
82-08780-022-0	LOUVER - HEATER	2/3/2006	\$16.02	1		1	\$16.02
82-08854-000-0	BRACKET - WIPER MTR RH	9/15/2005	\$49.26	5		7	\$344.82
82-08865-000-0	VALVE - WIPER CONTROL R/H	9/15/2005	\$24.65			2	\$49.30
82-08907-000-0	LINK - WIPER MOTOR SHAFT	9/15/2005	\$8.66	12		52	\$450.32
82-09033-000-0	CUP - OUTER	9/15/2005	\$7.14	3		15	\$107.05
82-09037-000-0	CUP - INNER	9/15/2005	\$9.42	2		24	\$226.08
82-09039-000-0	BEARING - INNER CONE	9/15/2005	\$13.60	2		20	\$272.00
82-09155-000-0	SEAL - ROOF HATCH	9/15/2005	\$14.67			6	\$88.02

Part ID-Suffix	Part Description	Date Created	Unit Cost	MCPINV	MCOWHR	TOTAL	TOTAL VALUE
				QTY	QTY	QTY	
82-09292-000-0	ROD ASSY - CONNECTOR	9/15/2005	\$9.20	1		1	\$9.20
82-09292-001-0	ROD - CONNECTING 8-3/16 IN.	9/15/2005	\$29.03	1		1	\$29.03
82-09363-000-0	SHAFT - POWER STEER PUMP	9/15/2005	\$15.92	2		4	\$63.66
82-09394-001-0	BALLAST - 24V 195MA	9/15/2005	\$38.97	2		4	\$155.86
82-10290-002-0	COVER - R/H SEAT FRAME	9/15/2005	\$18.56			12	\$222.72
82-10465-000-0	HUB ASSY - L/H W STUDS	9/15/2005	\$820.13	0	3	3	\$2,460.39
82-10541-000-0	SCREW - MARINE PUMP COVER	9/15/2005	\$0.89			29	\$25.71
82-10660-000-1	CORE ASSY - HEATER	9/15/2005	\$200.00	1		1	\$200.00
82-10690-001-0	KIT - HEAT VALVE CONTROL	9/15/2005	\$2.29	13		60	\$137.40
82-10886-000-0	HUB ASSY - W/CUP FRONT	9/15/2005	\$298.48		2	2	\$596.96
82-11034-000-0	SEAL - THRUST BEARING	9/15/2005	\$1.49			19	\$28.31
82-11229-000-0	BEARING - THRUST	9/15/2005	\$13.70	2		2	\$27.40
82-11459-000-0	SEAL - DUST DR. ASSY.GIL	9/15/2005	\$8.62	1		1	\$8.62
82-11814-000-0	GASKET - COMP. INTAKE	9/15/2005	\$0.24	1		4	\$0.96
82-11839-001-0	ROD ASSY - CONNECTING	9/15/2005	\$58.71			2	\$117.42
82-11979-000-0	SEAL - WIPER	9/15/2005	\$14.09	4		20	\$281.80
82-12026-014-0	STRIP - WEAR DRIVER WINDO	9/15/2005	\$0.52			10	\$5.20
82-12034-005-0	GLAZING - VINYL WINDOW56 IN	9/15/2005	\$17.99		4	4	\$71.96
82-12039-403-0	WINDOW ASSY - 41 IN. 28% GR	9/15/2005	\$637.12		1	1	\$637.12
82-12107-006-0	PAD - TAPPING - REAR DOOR	9/15/2005	\$5.75	2		2	\$11.50
82-12108-000-1	MOTOR - REAR DOOR GILLIG (R	12/13/2005	\$179.95			1	\$179.95
82-13016-000-0	STUD - L/R WHEEL	9/15/2005	\$2.62	11		64	\$167.68
82-13016-001-0	STUD - R/R WHEEL	9/15/2005	\$2.62	1		30	\$78.60
82-13082-000-0	SPIDER ASSY - R/H FRONT	9/15/2005	\$145.70			1	\$145.70
82-13083-000-0	CAPSCREW -	9/15/2005	\$0.91			20	\$18.20
82-13202-000-0	BUSHING - TRAIL ARM CENTR	9/15/2005	\$125.07	2		8	\$1,000.53
82-13676-010-0	BRUSHES - CARRIER MOTOR	9/15/2005	\$18.20	30		52	\$946.40
82-13680-011-0	LOCKNUT - 1" - 8	7/18/2007	\$0.68			8	\$5.44
82-13713-000-0	RESISTOR - 24 VOLT - DRV HEAT	9/15/2005	\$10.92	2		4	\$43.68
82-13851-000-0	FRAME - HATCH OUTER	9/15/2005	\$147.84		3	3	\$443.52
82-13852-000-0	FRAME - HATCH INNER	9/15/2005	\$105.60		4	4	\$422.40
82-14842-0	SWITCH - A/C CONTROL	9/15/2005	\$30.70			5	\$153.50
82-14870-0	MOTOR - ELEC. HYD. FAN	9/15/2005	\$69.12	9		10	\$691.20
82-14871-002-0	SOCKET - TELESCOPIC BULB	9/15/2005	\$8.69	1		1	\$8.69
82-15702-0	FAN BLADE - HYD COOLING	9/15/2005	\$11.78	13		14	\$164.92
82-15713-0	KIT - CIRC. MARINE PUMP	9/15/2005	\$38.78			12	\$465.36
82-15714-0	STATOR ASSY - MARINE PMP	9/15/2005	\$144.94	3		5	\$724.68
82-15718-0	BOARD - CNTRL CIRC PUMP	9/15/2005	\$131.50			5	\$657.50
82-16335-0	BOLT - SCISSOR BRG.(CTR)	9/15/2005	\$10.44			3	\$31.32
82-16404-0	FASTENER - M8 X 7/16 IN.	9/15/2005	\$32.31	2		2	\$64.62
82-17419-004-0	COIL - VALVE HYD. FAN	9/15/2005	\$0.00			2	\$0.00
82-17419-005-3	VALVE - PROP SOLENOID	9/15/2005	\$0.00			2	\$0.00
82-17635-000-0	SEAL ASM - FACE	10/16/2007	\$42.46	1		1	\$42.46
82-19759-000-0	COVER - L/H SEAT FRAME	9/15/2005	\$18.56			12	\$222.72
82-20237-000-3	MODULE - ID WRITER/VERFI.	9/15/2005	\$0.00			2	\$0.00
82-20706-000-0	LENS - HAZARD	9/15/2005	\$1.01	6		28	\$28.28
82-20713-000-3	RACE - STEEL COATED - MIRROR	9/15/2005	\$0.00	1		1	\$0.00
82-21345-000-0	PLATE - NAME W/C BARRIER	9/15/2005	\$13.33	5		5	\$66.65
82-21413-002-0	RING - SEALING FRT NH GEN	9/15/2005	\$9.76	19		19	\$185.44
82-21415-001-0	BEARING - FRT NIEHOFF	9/15/2005	\$39.61	14		14	\$554.54
82-21416-005-0	RING - SEALING R NIEHOFF	9/15/2005	\$2.51	9		9	\$22.59
82-21418-002-0	BEARING - REAR NIEHOFF	9/15/2005	\$22.49	14		14	\$314.86
82-21807-000-0	ROLLERS - 41DEG.(S.P.)	9/15/2005	\$7.69	2		2	\$15.38
82-22760-000-0	KIT - SEAL P/S VALVE	9/15/2005	\$65.24	7		12	\$782.88
82-23233-000-0	KIT - REAR BRAKE SHOE - 29" B	6/29/2006	\$291.00			6	\$1,746.00
82-24604-000-0	KIT - BUTTON W/C BARRIER	9/15/2005	\$163.45	1		3	\$490.35
82-31412-000-0	SLACK ADJ - L/R 230-291	9/15/2005	\$79.52	2		2	\$159.04
82-34314-000-0	HUB - REAR W/CUP & STUDS 70	6/29/2006	\$165.00		2	2	\$330.00
82-36658-000-0	GASKET - GENERATOR	9/15/2005	\$10.25	4		10	\$102.50
82-39815-002-0	HANDLE - RELEASE ROOF HATCH	3/1/2007	\$13.86	1		3	\$41.58

Part ID-Suffix	Part Description	Date Created	Unit Cost	MCPINV	MCOWHR	TOTAL	TOTAL VALUE
				QTY	QTY	QTY	
82-54114-000-0	HINGE - RELEASE ROOFHATCH	9/15/2005	\$18.22	1		1	\$18.22
82-90063-0	HOUSING - REAR AXLE LATE	9/15/2005	\$6,893.36		2	2	\$13,786.72
82-90115-000-0	HOUSING - REAR AXLE EARLY	9/15/2005	\$4,598.50		1	1	\$4,598.50
86-0	BULB - FAREBOX READER	9/15/2005	\$0.15	4		84	\$12.60
88-0	BULB - MINATURE 6V 15CP	9/15/2005	\$0.00	43		62	\$0.00
8923959-0	SEAL - BLOWER VALVE	9/15/2005	\$0.59	2		2	\$1.18
9243-0	SEAL - T/KING BRUSHLESS	9/15/2005	\$2.72			7	\$19.04
941-5101-000-0	CABLE - POWER TALKING BUS	9/15/2005	\$55.00	1		1	\$55.00
941-5118-001-0	CABLE - RS232 TALKING BUS	9/15/2005	\$85.00	3		3	\$255.00
946-ALED-RR1-0	CABLE - INTERNAL POWER REAR	4/26/2006	\$28.89	1		1	\$28.89
97-4380-00001-0	BULB - SHIFT INDICATOR	9/15/2005	\$1.83	1		8	\$14.64
97-4383-00001-0	LENS ASSY - GREEN MARKER	9/15/2005	\$6.49	1		2	\$12.98
97-5738-00002-0	BRACKET - MIRROR C/S	9/15/2005	\$1.82	1		2	\$3.64
97963-0	FLASHER - TRUCK LITE	9/15/2005	\$31.35	1		1	\$31.35
99-29987-000-0	CHANNEL - RUBBER WINDSHIE	9/15/2005	\$0.60			84	\$50.40
9901-500184-000-0	AIRBAG - DRIVERS SEAT	9/15/2005	\$110.79	0		7	\$775.53
99011Y-0	LENS - AMBER TURNSIG	9/15/2005	\$1.13	2		5	\$5.65
9902-210061-000-0	BUSHING - SEAT 18MM	9/15/2005	\$1.96	0		26	\$50.96
9902-500107-000-0	BUSHING - SEAT 12.5MM	9/15/2005	\$1.75	0		61	\$106.79
9902-500122-000-0	ABSORBER - SHOCK SEAT	9/15/2005	\$82.00	2		10	\$820.00
9902-500228-000-0	NIPPLE - AIR BAG DRV SEAT	9/15/2005	\$4.98			5	\$24.90
9902-500278-000-0	VALVE - AIR KNOB W/INDEX	9/15/2005	\$6.30			1	\$6.30
9902-500393-000-0	BOLT - SCISSOR SYS BEARIN	9/15/2005	\$1.80			11	\$19.80
9904-000032-004-0	CONNECTOR - AIR 1/8 IN. SEAT	9/15/2005	\$0.47			89	\$41.83
9904-000067-000-0	FITTING - AIR VALVE T/2 DRVR	12/19/2006	\$12.73			4	\$50.92
9904-000086-000-0	HOSE - BLK AIR USSC SEAT	9/15/2005	\$2.19	11		11	\$24.07
A3-04-0000-525-0	HOSE - BULKHD TO STARTER	9/15/2005	\$15.94			1	\$15.94
A3-04-0000-550-0	HOSE - GOV TO AIR COMPR	9/15/2005	\$24.38			3	\$73.14
A3-04-0000-685-0	HOSE - AIR SOL TO GAUGE	9/15/2005	\$19.03			7	\$133.21
A3-04-0000-720-0	HOSE - AIR BLKHD TO D2	9/15/2005	\$20.28			9	\$182.52
A3-08-0000-300P-0	HOSE - R AIR START FILL	9/15/2005	\$16.00		7	7	\$112.00
A434-1410-0	PINS - PIVOT 3 IN.	9/15/2005	\$3.25			2	\$6.50
A434-1411-0	PINS - PIVOT 2 IN.	9/15/2005	\$2.69	2		9	\$24.17
A9-905-0	CLAMP - NIEHOFF GENERATOR	9/15/2005	\$2.40	4		4	\$9.60
B143-0033-0	COUPLING - TORQUE SHAFT	9/15/2005	\$164.80	4		4	\$659.20
B222-0125-0	HOSE - #6 W/C LIFT	9/15/2005	\$23.63			1	\$23.63
B272-0058-0	MOTOR - W/C STOW DEPLOY	9/15/2005	\$360.01			2	\$720.01
B373-0062-0	MAT - SENSITIVE R/S	9/15/2005	\$269.69	1		2	\$539.38
B373-0068-0	EDGE - SENSITIVE 35 1/2 IN.	9/15/2005	\$51.20	2		7	\$358.40
C3-04-0000-165-0	HOSE - SURGE TANK TO RAD	9/15/2005	\$7.90			13	\$102.70
C3-06-0000-190-0	HOSE - COOLNT TANK TO RAD	9/15/2005	\$16.61			5	\$83.05
C3-06-0000-270-0	HOSE - COOLNT FILT TO HD	9/15/2005	\$18.66			5	\$93.30
C39-5534-0	ROD - EYE ASSEMBLY -W/C	11/1/2005	\$275.03			1	\$275.03
C5515X20-0	FITTING - #20JICX1 90 DEG	9/15/2005	\$46.87			2	\$93.74
ESS-M11-0	KIT - NIEHOFF RETRO M11	9/15/2005	\$49.28			2	\$98.56
ESS-S50-0	KIT - NIEHOFF RETRO S-50	9/15/2005	\$30.80			1	\$30.80
F13T5CW-0	BULB - DEST SIGN	9/15/2005	\$4.42	4		8	\$35.36
F3-10-0000-490P-0	HOSE - BLKHD TO M FILTER	9/15/2005	\$41.22		1	1	\$41.22
F30T12CWRS-0	BULB - FLUORESCENT	9/15/2005	\$0.00	0		52	\$0.01
FC195-12-0	HOSE - AEROQUIP #12	9/15/2005	\$4.89	46		71	\$347.19
FC195-16-0	HOSE - AEROQUIP #16	9/15/2005	\$9.29			78	\$724.62
FC350-24-0	HOSE - AEROQUIP #24	9/15/2005	\$5.12	47		47	\$240.64
O3-04-0000-160-0	HOSE - OIL BLK TO GEN TOP	9/15/2005	\$7.55			7	\$52.85
O3-04-0000-505-0	HOSE - OIL SPINNER 50.5 IN.	9/15/2005	\$15.10			4	\$60.40
O3-04-0000-550-0	HOSE - OIL BLK TO MANI	9/15/2005	\$16.08			6	\$96.48
P-66004-003-0	SOCKET - LAMP STATIONARY	9/15/2005	\$5.23			7	\$36.61
P153-0036-0	BEARING - FLANGED LIFT-U	9/15/2005	\$1.26	8		9	\$11.34
P153-0078-0	SLEEVE - BEARING WC	9/15/2005	\$1.85	0		2	\$3.70
P413-2406-0	CAPSCREW - HEX SOCKET	9/15/2005	\$0.35	1		1	\$0.35
P551-551-0	FILTER - HYD. FLOOR LIFT	9/15/2005	\$5.45			10	\$54.50

<u>Part ID-Suffix</u>	<u>Part Description</u>	<u>Date Created</u>	<u>Unit Cost</u>	<u>MCPINV</u> <u>QTY</u>	<u>MCOWHR</u> <u>QTY</u>	<u>TOTAL</u> <u>QTY</u>	<u>TOTAL VALUE</u>
P66027-000-0	SOCKET - LAMP HOLDER	9/15/2005	\$7.44	6		6	\$44.64
P66032-0	SOCKET - BULB	9/15/2005	\$1.25	11		11	\$13.75
RA19101-0	INDICATOR - MOISTURE	9/15/2005	\$29.95	3		3	\$89.85
RV4LAYSD502A-0	SWITCH - TEMP CONTROL	9/15/2005	\$16.40			2	\$32.80
S-1005-A-0	ELBOW - MALE ADAPTER	9/15/2005	\$9.35			1	\$9.35
T3-20-0000-295P-0	HOSE - TRANS TO ACCUM	9/15/2005	\$61.34		9	9	\$552.06
T3-20-0000-300P-0	HOSE - COOL TO TRANS	9/15/2005	\$62.87		8	8	\$502.96
T3-20-9000-260P-0	HOSE - COOLER TO TRANS	9/15/2005	\$66.42		7	7	\$464.94
VIDEO8-0	TAPE - VIDEO 120 METALMP	9/15/2005	\$3.00	2		2	\$6.00

\$118,783.62

Consent Agenda Item #6.C. ii

To: LYNX Board of Directors

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

Phone: 407.841.2279 ext: 6047

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

Date: 9/24/2009

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to transfer eleven (11) revenue vehicles and components to the Gainesville Regional Transit System (GRTS).

BACKGROUND:

LYNX maintenance staff has identified 11 diesel revenue vehicles for retirement. The Gainesville Regional Transit System has expressed an interest in receiving 11 of the LYNX retired vehicles to their agency.

Staff is recommending the removal of the 11 buses that were scheduled for retirement from service as part of the fleet reduction to comply with the 20% spare ratio requirements on December 7, 2009. The decision to remove these units from service is a business decision based on economics and service efficiencies as follows.

- ✓ This group of buses (381-394) are the most expensive to maintain and have the highest cost per mile of any other group of buses in the fleet. Additionally, both the engines and transmissions within this group of buses have failed and were rebuilt.
- ✓ The rebuilt engines (Detroit Diesel Series 50 EGR) are near the end of their lives and replacement (remanufactured) engines would cost over \$24,000 each if they were available. However, Detroit Diesel is no longer manufacturing engines for transit buses. Therefore, many transit agencies are replacing this engine with a Cummins ISL Engine at

an estimated cost of \$40,000 each, which includes a kit for re-piping cooling, exhaust, radiator, new engine computer, and other items.

- ✓ The transmission in this bus series was the first year in this model type (ZF 5HP592). In 2001, when we received the buses, all fourteen (14) transmissions failed and were rebuilt under warranty. Several have failed a second time and the repair/rebuild cost has been over \$11,000 per unit.
- ✓ We have one unit that had such severe internal damage to the transmission (broken turbine shaft, planetary gear set), the repair cost was estimated at \$17,000.

The LYNX' fixed-route service has a high annual mileage and also a high system speed. Both are close to double that of other transit agencies and therefore our duty cycle is different than other transit agencies. Gainesville has similar buses with the same engine and transmission. Their duty cycle is not the same as LYNX, therefore, they are not experiencing the same failures as LYNX.

The transfer of the 11 diesel buses will require FTA approval in order to waive or transfer any outstanding obligation associated with the vehicles and the related components which is currently valued at \$272,570. LYNX staff will continue to work with Gainesville Regional Transit System and/or with other agencies to facilitate the transfer of the revenue vehicles.

FISCAL IMPACT:

The net book value of the eleven (11) diesel vehicles and components is \$272,570. The potential FTA obligation is \$272,570. The buses would only be transferred if we receive approval from the FTA so that there will be no fiscal impact to LYNX.

CFRTA d/b/A LYNX
Tentative Bus Listing for Transfer to Gainesville

System No	Co Asset No	Description	Acquisition Date	Acquisition Value	Net Book Value at 7/31/09	Due To FTA
6002	382	PHANTOM GILLIG BUS	6/25/2001	226,582.22	23,077.84	23,077.84
6032	384	PHANTOM GILLIG BUS	7/19/2001	226,582.22	25,175.82	25,175.82
6004	386	PHANTOM GILLIG BUS	6/25/2001	226,582.22	23,077.84	23,077.84
6005	387	PHANTOM GILLIG BUS	6/25/2001	226,582.22	23,077.84	23,077.84
6033	388	PHANTOM GILLIG BUS	7/5/2001	226,582.22	23,077.84	23,077.84
6034	389	PHANTOM GILLIG BUS	7/5/2001	226,582.22	23,077.84	23,077.84
6035	390	PHANTOM GILLIG BUS	7/19/2001	226,082.33	25,120.25	25,120.25
6036	391	PHANTOM GILLIG BUS	7/5/2001	222,640.03	22,676.30	22,676.30
6038	392	PHANTOM GILLIG BUS	7/5/2001	222,640.03	22,676.30	22,676.30
6037	393	PHANTOM GILLIG BUS	7/19/2001	222,640.03	24,737.79	24,737.79
6039	394	PHANTOM GILLIG BUS	7/19/2001	222,640.03	24,737.79	24,737.79
6007	382A	SERIES 50 DETROIT DIESEL ENGINE	6/25/2001	26,697.00		
6012	382B	TRANSMISSION-ZF5HP590	6/25/2001	14,570.00		
6041	384A	SERIES 50 DETROIT DIESEL ENGINE	7/19/2001	26,697.00		
6050	384B	TRANSMISSION-ZF5HP590	7/19/2001	14,570.00		
6009	386A	SERIES 50 DETROIT DIESEL ENGINE	6/25/2001	26,697.00		
6014	386B	TRANSMISSION-ZF5HP590	6/25/2001	14,570.00		
12056	386BB	TRANSMISSION	9/30/2007	10,540.00	5,709.17	5,709.17
6010	387A	SERIES 50 DETROIT DIESEL ENGINE	6/25/2001	26,697.00		
6042	388A	SERIES 50 DETROIT DIESEL ENGINE	7/5/2001	26,697.00		
6051	388B	TRANSMISSION-ZF5HP590	7/5/2001	14,570.00		
6043	389A	SERIES 50 DETROIT DIESEL ENGINE	7/5/2001	26,697.00		
6052	389B	TRANSMISSION-ZF5HP590	7/5/2001	14,570.00		
11225	390A	ENGINE, SR 50	9/30/2006	19,895.00	5,802.71	5,802.71
6053	390B	TRANSMISSION-ZF5HP590	7/19/2001	14,570.00		
6045	391A	SERIES 50 DETROIT DIESEL ENGINE	7/5/2001	26,697.00		
6054	391B	TRANSMISSION-ZF5HP590	7/5/2001	14,570.00		
9758	392AA	REBUILT ENGINE DD50	9/30/2005	13,077.00	544.88	544.88
6055	392B	TRANSMISSION-ZF5HP590	7/5/2001	14,570.00		
6047	393A	SERIES 50 DETROIT DIESEL ENGINE	7/19/2001	26,697.00		
6056	393B	TRANSMISSION-ZF5HP590	7/19/2001	14,570.00		
6048	394A	SERIES 50 DETROIT DIESEL ENGINE	7/19/2001	26,697.00		
6057	394B	TRANSMISSION-ZF5HP590	7/19/2001	14,570.00		
Total				2,905,620.77	272,570.21	272,570.21

Note: Buses 381-394 There are 3 buses out of service and not available for transfer: 381, 383 & 385

Consent Agenda Item #6.C. iii

To: LYNX Board of Directors

From: Edward Johnson
CHIEF ADMINISTRATIVE OFFICER
Desna Hunte
(Technical Contact)

Phone: 407.841.2279 ext: 6058

Item Name: Miscellaneous
Authorization to Appoint Edward L. Johnson as Trustee on the LYNX
Deferred Compensation Plan

Date: 9/24/2009

ACTION REQUESTED:

Staff is requesting the Board of Directors' to appoint Edward L. Johnson to replace Desna Hunte as Trustee for the LYNX' Deferred Compensation Plan. Mr. Johnson would be joining existing Trustees: Albert J. Francis, II, CPA, Chief Financial Officer, Lisa Darnall, Chief Operating Officer, who are the same employees who currently serve as the Trustees for the Money Purchase Plan.

BACKGROUND:

In 1994, LYNX adopted the Deferred Compensation Plan for all eligible LYNX employees pursuant to section 457 of the Internal Revenue Code. The 457 Plan should have a Trustee, as provided for in the Plan document. The primary function of the Trustee is to select, monitor and add or remove suitable investment vehicles from which participants can select for investment of their account balances. The Trustee may also contract with a vendor to assist in the performance of these functions.

FISCAL IMPACT:

This action will not have a fiscal impact to the agency.

CFRTA RESOLUTION 09-006

**A RESOLUTION APPROVING THE
REPLACEMENT OF A TRUSTEE FOR THE
CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY
DEFERRED COMPENSATION PLAN**

WHEREAS, Central Florida Regional Transportation Authority (the "Employer") heretofore established a money purchase plan effective as of October 1, 1994; the plan is known as the Central Florida Regional Transportation Authority Deferred Compensation Plan (the "Plan"); and

WHEREAS, the Employer wishes to remove Desna Hunte as a Trustee of the Plan effective as of September 24, 2009; and

WHEREAS, the Employer wishes to appoint Edward L. Johnson as a Trustee of the Plan, effective as of September 25, 2009. **NOW, THEREFORE, IT IS**

RESOLVED, by the Board of Directors that any employee classified as a senior officer of the Employer is authorized to prepare and execute, on behalf of the Employer, any documents necessary to effectuate the removal and replacement of these appointees as Trustee of the Plan, and perform any other acts necessary to implement the removal and replacement of these appointees as Trustee of the Plan.

CERTIFICATION OF THE ADOPTION OF RESOLUTION NO. 09-006
BY THE BOARD OF DIRECTORS
OF CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY

APPROVED AND ADOPTED this _____ day of _____, 2009, by the
Governing Board of Directors of the Central Florida Regional Transportation Authority.

CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY

By: Governing Board

Chairman

ATTEST:

Assistant Secretary

Consent Agenda Item #6.C. iv

To: LYNX Board of Directors

From: Edward Johnson
CHIEF ADMINISTRATIVE OFFICER
Sherry Zielonka
(Technical Contact)

Phone: 407.841.2279 ext: 6058

Item Name: Miscellaneous
Authorization to Reappoint Edward L. Johnson as a Management Trustee
to the Amalgamated Transit Union (ATU) Local 1596 Pension Plan

Date: 9/24/2009

ACTION REQUESTED:

Staff is requesting the Board of Directors' adoption of Resolution No. 09-007 authorizing the reappointment of Edward L. Johnson as management's representative on the Amalgamated Transit Union (ATU) Local 1596 Pension Plan.

BACKGROUND:

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

Mr. Johnson was appointed in December 2008 to replace Ms. Blanche Sherman whose initial term expires September 30, 2009.

FISCAL IMPACT:

There is no fiscal impact to this action.

CFRTA RESOLUTION 09-007

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

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

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

WHEREAS, Edward L. Johnson was appointed to serve the remainder of Ms. Blanche Sherman's term as a Trustee which will expire September 30, 2009; and

WHEREAS, the Employer wishes to appoint Edward L. Johnson to the Board of Trustees of the Plan, effective October 1, 2009.

NOW, THEREFORE, IT IS

RESOLVED, by the Governing Board that the Employer is authorized to appoint Edward L. Johnson to the Board of Trustees of the Plan effective as of October 1, 2009; and it is

FURTHER RESOLVED, by the Board of Directors that any employee classified as a senior officer of the Employer is authorized to prepare and execute, on behalf of the Employer, any documents necessary to effectuate the appointment to the Board of Trustees of the Plan, and perform any other acts necessary to implement the appointment to the Board of Trustees of the Plan.

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

APPROVED AND ADOPTED this _____ day of _____, 2009, by the
Governing Board of Directors of the Central Florida Regional Transportation Authority.

CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY

By: Governing Board

Chairman

ATTEST:

Assistant Secretary

Consent Agenda Item #6.C. v

To: LYNX Board of Directors

From: Lisa Darnall
CHIEF OPERATING OFFICER
Joe Cheney
(Technical Contact)

Phone: 407.841.2279 ext: 6036

Item Name: Miscellaneous
Authorization to Amend Contract #05-002 with AECOM Technical Services, Inc. for General Consulting Services

Date: 9/24/2009

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to amend the contract 05-002 with AECOM Technical Services, Inc. (AECOM - formerly EarthTech) in the amount of \$130,000; from \$500,000 to \$630,000 to provide additional "Architectural and Engineering Services" (A&E) as outlined in the LYNX Request for Proposal (RFP #05-002R). Approval of this request will assist staff in continuing to move ahead with the following projects:

Facility Maintenance Program	\$ 95,872
Energy Efficiency Enhancements for lighting upgrade (ARRA project)	\$ 12,500
Contingency Funds	<u>\$ 21,628</u>
Total Increase	\$130,000

BACKGROUND:

The scope of services under the Architectural and Engineering contract comprises A&E projects that include Passenger Amenities improvements, operations and maintenance facilities improvements and landscape/architecture.

The Contract ET-#05-002 was initially approved by the Board of Directors on October 27, 2005, for a term of three years. The first option year was approved by the Board of Directors on December 11, 2008, with a not to exceed aggregate annual total of \$500,000. The current extension term of the contract with AECOM will expire on January 22, 2010. Staff will return to the Board in December to request approval of the second extension year or final year of the contract.

The contract limit of \$500,000 and the adopted FY 2009 capital budget was established well before the announcement of ARRA stimulus project funding. The majority of the funds under this contract were programmed for construction of shelters and the installation of solar lighting at shelters and bus stops.

The following Task Orders have been issued under option year one starting January 23, 2009.

Task Order	Project Title	Amount
09-12	Construction Services for Biodiesel Blending Station	\$ 19,454
09-13	Design & Engineering for Shelters Amenities	\$275,272
09-14	Transit Facility Improvement Evaluation	\$ 32,649
09-15	LOC Parking Lot Expansion (ARRA)	\$ 87,694
09-16	Design & Engineering for Shelters Amenities	\$ 74,137
	Total Value of Task Orders Issued	\$489,207

The tasks that will be given to AECOM for the Facility Maintenance Program will include defining the maintenance schedule for all of the building components for the LCS and LOC facilities. With the addition of many ARRA projects, it was best to delay this work until now. AECOM will be required to provide a replacement schedule of the building components. LYNX will provide AECOM a template from the existing maintenance software program and the information will be mapped by AECOM into the software template. This information will allow LYNX to better schedule facility maintenance work, predict future component replacement costs, and capture life cycle cost.

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

The current contract has a goal of 12.25% for this project.

FISCAL IMPACT:

The contract amendment of \$130,000 will be included in the FY 2009 amended capital budget.

Consent Agenda Item #6.C. vi

To: LYNX Board of Directors

From: Edward Johnson
CHIEF ADMINISTRATIVE OFFICER
Tony Walter
(Technical Contact)
Jerry Bryan
(Technical Contact)

Phone: 407.841.2279 ext: 6058

Item Name: Miscellaneous - Authorization to Enter into an Interlocal Services Agreement with Polk County for PickUp Line Services

Date: 9/24/2009

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to enter into an Interlocal Service Agreement with the Polk County Board of County Commissioners for bus service in the Poinciana Area of Polk County. At this time, the final form of Bus Service Agreement has not been fully negotiated and thus the above authorization would further include the authorization for the LYNX staff to conclude negotiations with Polk County regarding the form of that Agreement and for the CEO or designee to then execute that Agreement. The preliminary form of the Agreement with Polk County is attached and any material adverse changes to LYNX that may result from any negotiations would require the further approval of the Chairman of LYNX before the CEO could execute the Agreement.

BACKGROUND:

In June 2009, Polk County Transit Services (PCTS) officials met with LYNX staff regarding the implementation of an expansion of PickUp Line services in the Poinciana community to include Villages 6, 7, and 8 in the Polk County portion of Poinciana. The new PickUp Line, Link 603 is proposed to be implemented with the December 6, 2009 service change. The service will be funded through a FDOT District 1 Service Development grant with the PCTS providing the local matching funds to the grant. PCTS desires the service to be run by LYNX via an Interlocal Agreement (attached).

The service would operate from the current transfer point at the Wal-Mart at Pleasant Hill Road and Cypress Parkway (with transfers to Links 26, 326, 426, PUL 601, and PUL 602) and express to the service area via Cypress Parkway & Marigold Avenue. Service would operate Monday through Saturday from 5:30 a.m. to 8:00 p.m.

The Board has previously approved a standard form of Bus Service Agreement and has provided in Administrative Rule 4 for LYNX staff to enter into those agreements without further Board approval under certain terms. The form of Agreement that LYNX proposes to use with Polk County is based upon that standard form of Agreement, although negotiations have not been finalized with Polk County. It is anticipated that the form of final Agreement will reflect the changes resulting from the negotiations. However, the business or financial terms should not change and to the extent there is any material adverse change to LYNX in the final agreement from that set forth in the attached Agreement, then the request is for those changes to be approved by the LYNX Chairman before the CEO or designee could execute the Agreement.

FISCAL IMPACT:

The annual estimated cost for the service is \$145,080, plus fuel administration (\$35,581) for a total of \$180,661. This is based on the current estimated rates of the current LYNX PickUp Line provider and is subject to modification. All costs will be covered in full between Polk County Transit Services and Florida Department of Transportation.

BUS SERVICE AGREEMENT

by and between

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

and

POLK COUNTY BOARD OF COUNTY COMMISSIONERS
(Polk County)

relating to the
providing of bus service in the Poinciana Area of Polk County, Florida area

_____, 2009

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

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Schedule of Exhibits

- Exhibit "A" – Sketch of Poinciana Area
- Exhibit "B" – Description of Service or Bus Route/Service Costs
- Exhibit "C" — Schedule of Service Times and Stops
- Exhibit "D" – Calculation of Estimated Monthly Payment

BUS SERVICE AGREEMENT

THIS BUS SERVICE AGREEMENT (the "**Agreement**") made and entered as of this ___ day of _____, 2009 by and between:

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY, a body politic of the State of Florida, d/b/a **LYNX**, 455 North Garland Avenue, Orlando, Florida 32801 (hereinafter referred to as "**LYNX**")

and

POLK COUNTY BOARD OF COUNTY COMMISSIONERS, a political subdivision of the State of Florida, c/o Polk County Transit Services Division, 1290 Golfview Avenue, Drawer HS09, Post Office Box 9005, Bartow, Florida 33831-9005 (hereinafter referred to as the "**County**").

The County and LYNX shall sometimes be referred to collectively as the "**parties**".

WITNESSETH:

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

WHEREAS, the County has expressed a need for additional or new public transportation service in and to certain portions of Polk County identified as the "**Poinciana Area**" (the "**Service Area**"), as generally described and set forth in **Exhibit "A"** attached hereto; and

WHEREAS, the Parties have agreed to LYNX establishing and/or expanding public transportation service in and to the Service Area to provide said additional public bus transportation, and LYNX is prepared to do so pursuant to the terms and conditions of this Agreement.

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

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

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

<u>Bus Service</u>	shall mean the bus service to be provided by LYNX in and to the Service Area as set forth in this Agreement and on <u>Exhibit "B"</u> attached hereto. The Bus Service therefore not only includes service actually in the Service Area, but other service outside and which runs to the Service Area.
<u>Cost of Bus Service</u>	shall mean the actual cost by LYNX to provide the Bus Service, which will be based on an hourly rate which LYNX will estimate for the providing of its Bus Service generally taking into account the length and other factors. At the present time, the estimated hourly cost based upon the Bus Service is \$31.00 plus fuel and administration costs.
<u>County</u>	shall have the meaning set forth in the preamble to this Agreement.
<u>Farebox Revenue</u>	shall mean the revenue derived from LYNX from passengers utilizing the Bus Service. In the event any such Farebox Revenue in the reasonable opinion of LYNX is allocated to services provided by LYNX outside of the Service Area, then LYNX may make a reasonable allocation of said revenue so that the term "Farebox Revenue" relates solely to the Farebox Revenue for the Bus Service in the Service Area.
<u>FDOT</u>	shall mean the Florida Department of Transportation.
<u>FTA</u>	shall mean the Federal Transit Administration.
<u>Monthly Cost of Bus Service</u>	shall mean the actual cost of LYNX to provide the Bus Service for each and every month during the term of this Agreement, which actual cost shall be determined by LYNX after the end of each and every month, based on the actual Bus Service provided and the Cost of Bus Service.
<u>Monthly Farebox Revenue</u>	shall mean the actual Farebox Revenue received from LYNX for the Bus Service during each and every month during the term of this Agreement, which Revenue shall be determined by LYNX after the end of each and every month.
<u>Monthly Payment</u>	shall mean the payment to be made to LYNX by the County on the first day of each and every month during the term of this Agreement, which is, as set forth in Exhibit "D" attached hereto, the amount of \$15,055.00. This payment is an estimated payment which as provided in paragraph 6 below is to be applied toward the Net Monthly Cost of Bus Service for that month.

Net Monthly Cost of Bus Service shall mean the net cost to provide the Bus Service on a monthly basis, which for any particular month is equal to the Monthly Farebox Revenue for that month less the Monthly Cost of Bus Service for that same month. That number, if negative, would provide for a Payment by the County to LYNX as set forth in paragraph 5 below; and, if positive, would result in a subsequent credit to the County as set forth in paragraph 5 below.

Payments shall mean the payments to be made by the County to LYNX for the Bus Service as described and set forth in paragraph 5 below.

Service Area shall mean the area described in **Exhibit "A"** attached hereto.

Service Schedule shall mean the frequency, times and stops for the Bus Service to be provided by LYNX, as set forth and described in Paragraph 4 below.

2. PROVIDING OF BUS SERVICE. Pursuant to the terms and conditions of this Agreement and in consideration of the Payments, LYNX agrees to provide the Bus Service in and to the Service Area. In regard to providing said Bus Service, the obligation of LYNX is subject to the following:

- a. Federal, state and local regulations applicable to LYNX including, but not limited to, the rules and regulations promulgated from time to time by FDOT and/or FTA as applicable to LYNX.
- b. All conditions beyond the reasonable control of LYNX including, but not limited to, Acts of God, hurricanes, matters of public safety, etc.
- c. The changing transportation needs of the County to the extent LYNX can reasonably accommodate such needs.
- d. The times set forth in this Agreement and other matters regarding the providing of Bus Service are not guarantees; they are projected times for stops and starts and are subject to best efforts by LYNX, including matters associated with traffic, accidents, etc.

3. TERM. This Agreement shall be effective as of the date hereof (the "**Commencement Date**") and shall, except as otherwise set forth herein, continue through September 30, 2012 (the "**Expiration Date**"), which is the funding period for providing the Bus Service as set forth in **Exhibit "C"** attached hereto. Unless terminated in writing by either party, this Agreement shall continue annually thereafter after the Expiration Date.

No later than six (6) months before the end of the term of this Agreement, the County and LYNX shall meet in good faith to discuss each party's intentions to negotiate an agreement for the continuance of service.

4. TERMINATION.

- a. **Termination at Will.** This Agreement may be terminated by either party upon no less than thirty (30) calendar days notice, without cause. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. Notice shall be effective upon receipt.
- b. **Termination Due to Lack of Funds.** In the event funds from governmental sources relied upon to finance this Agreement become unavailable, the County or LYNX may terminate this Agreement with no less than twenty-four (24) hours written notice to the other party and to the Polk County Board of County Commissioners. Notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. Notice shall be effective upon receipt.
- c. **Termination for Breach.** Unless breach is waived by the County or LYNX in writing, either party shall, in order to terminate this Agreement for breach, give the other party and the Polk County Board of County Commissioners written notice of the breach. If the breach is not cured within thirty (30) calendar days, the non-breaching party may terminate this Agreement. Notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. Waiver by either party of breach of any provisions of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement, and shall not act as a waiver or estoppel to enforcement of any provision of this Agreement. The provisions herein do not limit the County's or LYNX's right to remedies at law or to damages.

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

6. PAYMENT FOR BUS SERVICE. The Bus Service to be provided by LYNX pursuant to this Agreement is in consideration of the County paying to LYNX the Net Monthly Cost of Bus Service. In that regard, the parties do hereby agree as follows:

- a. LYNX has estimated as set forth in **Exhibit "D"**, attached hereto, the Monthly Cost Of Bus Service and the Monthly Farebox Revenue, which amounts result in an estimated Net Monthly Cost of Bus Service of \$15,055, net of any fares collected. In regard to this estimated Monthly Payment, that Payment, subject to the further

provisions of subparagraph (b) below, will be paid to LYNX by the County in advance for the Bus Service on the first day of each and every month during the term of this Agreement.

- b. Within thirty (30) days after the end of each and every month, LYNX shall provide to the County an accounting in reasonable detail sufficient to show for said month the actual Monthly Cost of Bus Service and actual Monthly Farebox Revenue, which would show for that month the required actual payment to be made to LYNX which would be the Net Monthly Cost for Bus Service. To the extent the Monthly Payment for that month to be made is less than the Net Monthly Cost of Bus Service for that month, the County shall pay to LYNX within thirty (30) days thereafter the difference. On the other hand, if the Monthly Payment made for that month is greater than the Net Monthly Cost of Bus Service for that month, then the difference shall be credited by LYNX to the next Monthly Payment coming due.

For the purpose of invoicing the County, invoices and related matters will be sent to the County at the following address:

Polk County Board of County Commissioners
Transit Services Division
Finance Center
Drawer HS09, Post Office Box 9005
Bartow, Florida 33831-9005

or received in person at:

1290 Golfview Avenue
Suites 104 or 264
Bartow, Florida 33830

In any event, the obligation of LYNX to provide the Bus Service is expressly contingent upon it receiving and only to the extent it receives the required Payments set forth above.

Nothing contained in this Agreement shall obligate LYNX to provide for the Bus Service any other funding. Specifically, LYNX will not be obligated to provide any general funding it receives from any other government agency to the Bus Service.

With respect to any bus fares that may arise from the Bus Service (including any interest, if any, that LYNX may obtain by virtue of any deposits if makes by virtue of any of the Payments), those fares, interests, etc. may be retained by LYNX and used for its other bus operations and is not required to be used for the Bus Service to be provided under this Agreement.

7. This Paragraph is not applicable.

8. **SECURITY DEPOSIT.** No security deposit is required of the County under this Agreement.

9. **This Paragraph is not applicable.**

10. **ADVERTISING.** The parties are aware and understand that LYNX undertakes an advertising program on its buses and that LYNX also does not specifically identify a specific bus on a specific route. From time to time, buses will be taken out of service for maintenance and repair and replacement, and future buses will also be used from time to time to provide the Bus Service. In addition, various rules (including FTA guidelines) provide for random assignment of buses. With this background:

- a. LYNX will be entitled to place on the buses which it uses to provide the Bus Service, advertising from time to time.
- b. LYNX shall have the right in its reasonable discretion as to what buses and the type of the buses that will be used to provide the Bus Service.

The foregoing assignments and other matters regarding the buses in the Bus Service will be subject in all respects to all applicable laws including FTA and FDOT requirements. Any advertising revenue obtained from LYNX in connection with the Bus Service will be the property of LYNX and will not be deemed to be any "Farebox Revenue".

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

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

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

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

15. **NOTICE.** Any notice permitted to be given to either party under this Agreement shall be in writing and shall be deemed to be given (i) in the case of delivery, when delivered to the other party at the address set forth in the preamble to this Agreement, (ii) in the case of mailing, three (3) days after said notice has been deposited, postage pre-paid, in the United States mail and sent by certified or return receipt requested to the other party at the address set forth in the preamble to this Agreement and (iii) in all other cases when such notice is actually received by the party to whom it has been sent. Notices shall be sent to the following:

As to LYNX: Bert Francis, CFO
LYNX
455 North Garland
Orlando, Florida 32801

with a copy to: Edward L. Johns, CAO
LYNX
455 North Garland, 6th Floor
Orlando, Florida 32801

As to the Company: Paul A. Simmons, Director
Polk County Transit Services Division
Human Services Department
Physical:
1290 Golfview Avenue
Mailing:
Drawer HS09, Post Office Box 9005
Bartow, Florida 33831-9005

with a copy to: _____

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

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

17. MISCELLANEOUS CLAUSES.

a. **Sovereign Immunity**. Each party hereto is a government agency entitled to sovereign immunity under the laws of the State of Florida. Nothing contained in this Agreement, the relationship between the parties hereto, the providing of the Bus Service, or otherwise shall in any way whatsoever constitute any waiver by LYNX or the County of its rights to invoke sovereign immunity as a governmental entity.

b. **Force Majeure**. The rights and obligations and duties of the parties hereunder shall be subject to any causes beyond their reasonable control including, but not limited to, Acts of God, hurricanes, storms, and, in the case of LYNX, government regulations and directives applicable to it.

- c. **Time of Essence.** The parties recognize that time is of the essence in the performance of the provisions of this Agreement provided, however, in regard to the providing of Bus Service, that is subject to the qualifications set forth in this Agreement.
- d. **Legal Obligations.** This Agreement shall not relieve any party of any obligation or responsibility imposed upon it by law.
- e. **No Waiver.** No term or provision of this Agreement shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party or parties claimed to have waived or consented. Waiver of any default of this Agreement shall not be deemed a waiver of any subsequent default. Waiver of breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach. Waiver of such default and waiver of such breach shall not be construed to be a modification of the terms of this Agreement unless stated to be such through written approval of all parties.
- f. **Benefits of Service.** The Payments to be paid by the County to LYNX are net, and shall not be reduced based upon any other funding or benefits that LYNX may receive including, but not limited to, any funding that LYNX receives from the FTA as a part of its overall ridership total.
- g. **No Oral Modification.** The parties agree that this Agreement is a complete expression of the terms herein and any oral or written representations or understandings not incorporated herein are excluded.
- h. **Severability.** If any of the provisions of this Agreement are held to be invalid, illegal or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. To that end, the provisions of this Agreement are declared to be severable.
- i. **Counterparts.** This Agreement may be executed in two (2) or more counterparts, each of which will be deemed an original, and it will not be necessary in making proof of this Agreement or the terms of this Agreement, to produce or account for more than one (1) of such counterparts.
- j. **Adjustment of Bus Routes.** The parties are aware and understand that with respect to any adjustment or modification of Bus Service, LYNX will be required to follow State and Federal guidelines relating to adjustments and modification of Bus Service. This will generally require a minimum of one hundred twenty (120) days in order to provide various required public notices.
- k. **Capital Requirements (i.e., Buses).** LYNX has generally planned for adequate buses to provide the Bus Service. If, at any time, LYNX experiences a material shortfall or lack of buses to provide the Bus Service, LYNX will immediately discuss with the County such situation and how it is to be resolved. The matter will also be

brought to the attention of the Board of Directors of LYNX and the Parties will seek to arrive at a solution to provide such additional bus capacity. In doing so, the parties are aware that any solution would not necessarily involve LYNX moving buses from its other public routes. LYNX, through its Board of Directors, will have in its reasonable discretion the ability to deal with such situation.

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

m. Service Within and Outside the Service Area. The Bus Service to be provided by LYNX under this Agreement covers Bus Routes that are located within the Service Area, as more particularly set forth in **Exhibit "B"**.

n. Independent Contract As To Employees Of Lynx. LYNX is an independent contractor and retains the right to exercise full control and supervision over its employees and their compensation and discharge. LYNX will be solely responsible for all matters relating to payment of its employees, including but not limited to the withholding and payment of employee taxes, insurance contributions, placement of insurance and pension coverages and the like.

18. BOARD APPROVAL. This Agreement is subject to the approval by the LYNX Board of Directors.

19. COMPLETE AGREEMENT. This Agreement constitutes the complete agreement between the parties hereto with respect to the management and distribution of the services contemplated herein and it may not be amended, changed or modified except by a writing signed by the party to be charged by said amendment, change or modification.

[Signatures Begin On Following Page]

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

POLK COUNTY, FLORIDA

Attest:

As Clerk to the
Board of County Commissioners

By Board of County Commissioners

By: _____

By: _____
(Signature of Authorized Official)

(Print Name and Title of Person Signing)

Dated: _____

**THE CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY**

By: _____
Linda Watson, Chief Executive Officer

Approved as to form only by General Counsel;
for sole reliance by LYNX

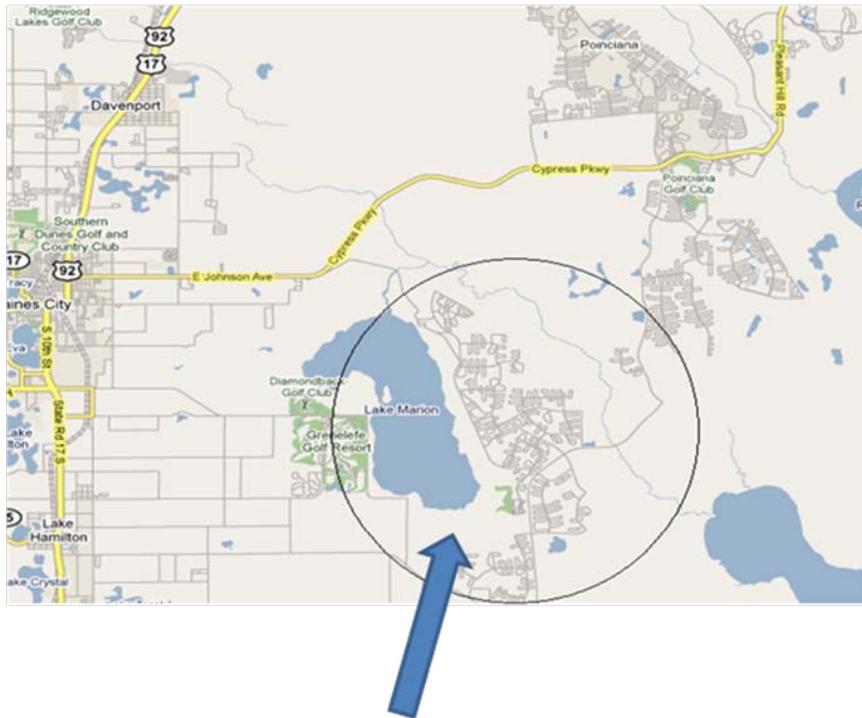
Akerman, Senterfitt & Eidson, P.A.

By: _____
Patrick T. Christiansen

Exhibit "A"

Sketch of Poinciana Area

New Service - Link 603



Link 603 will be a new PickUp Line Service operating in Southwest Poinciana, serving both Osceola & Polk Counties

Exhibit "B"

Description of Service or Bus Route

The Link 603 would be operated identical to the existing LYNX Pick Up Line services. Passengers would call a minimum of two hour in advance to schedule a ride. The vehicle would provide curb service at the same fare as the LYNX fixed-route service, \$2; daily, weekly, and monthly LYNX passes will also be accepted. Destinations anywhere within the defined catchment area would be provided, to include the Wal-Mart transfer point. A free 90-minute transfer would be available to cash customers to transfer to any LYNX fixed route service or other Pick Up Line service available at the designated transfer point.

The distance from the transfer point to the closest point in the Link 603 service area is approximately 8.5 miles. This distance will have a significant impact on the level of service that one vehicle can accommodate. With a round-trip distance of approximately 17 miles, a vehicle even in express mode would require about 30 minutes round trip, plus at least 10 minutes dwell time at the Wal-Mart, for a total of approximately 40-45 minutes.

Demand for the service will ultimately dictate – on a trip-by-trip basis – the total amount of time needed for pick ups within the designated service area, but one hour minimum is recommended. The total minimum operating time on a per-round trip plus pick up time is approximately 1 hour, 45 minutes. Thus the service will operate on a on a two-hour headway.

Service Costs

Annual estimated service cost is \$145,080, plus annual fuel and administration cost of \$35,581, for a total estimated annual service cost of \$180,660. This is based on the current estimated rates with the Lynx PickUp Line provider and is subject to modification.

Exhibit "C"

Schedule of Service Times and Stops

Connections at Poinciana Wal-Mart Cypress
Parkway:

	Link 26	
	to	
PickUp	Osceola	PickUp
Line	Square	Line
Arrives	Mall	Departs
6:15a	6:17a	6:25a
8:15a	8:22a	8:25a
10:15a	10:23a	10:25a
12:15p	12:23p	12:25p
2:15p	2:23p	2:25p
4:15p	4:22p	4:25p
6:15p	6:22p	6:25p

Exhibit D

Calculation of Estimated Monthly Payment

Billing Schedule:	
January 2010	\$15,055
February 2010	15,055
March 2010	15,055
April 2010	15,055
May 2010	15,055
June 2010	15,055
July 2010	15,055
August 2010	15,055
September 2010	15,055
October 2010	15,055
November 2010	15,055
December 2010	15,055
Annual Total:	\$180,660

Consent Agenda Item #6.C. vii

To: LYNX Board of Directors

From: Bert Francis
CHIEF FINANCIAL OFFICER
William Zielonka
(Technical Contact)

Phone: 407.841.2279 ext: 6047

Item Name: Miscellaneous
Ratification of the Department of Homeland Security Transit Security
Grant Program Award

Date: 9/24/2009

ACTION REQUESTED:

Staff is requesting the Board of Directors' ratification of the Department of Homeland Security Transit Security Grant Program Award. This award was previously executed by the Chief Executive Officer as authorized under Section 4.4.13 Financially Exigent Agreements of Administrative Rule 4.

BACKGROUND:

LYNX has had success over the past three years in obtaining funding for identified transit security projects. LYNX received \$959,290 in 2007 to conduct agency-wide Basic Mass Transit Security Training and is nearing completion of the project. LYNX received an additional award in the amount of \$2.1 million in 2008 for system-wide security upgrades including upgrading the CCTV Control Center, public awareness campaigns and activities, and continued transit security training.

In December 2008, staff received authorization from the Board of Directors to submit a Department of Homeland Security Transit Security Grant Application. This grant submittal was awarded funding in the amount \$1,696,404 for two projects. The first project will fund a wireless surveillance network on the fixed guideway LYMMO system. All LYMMO buses and service stops will provide live video feed via a digital IP based wireless mesh surveillance system into LYNX' CCTV Control Center located at LCS. This live feed will be provided to local law enforcement and the Central Florida Fusion Center thus providing real time access to incidents. Staff is coordinating with the Orlando Police Department and the City of Orlando on this project which will complement their IRIS Program. This coordination will provide additional regional collaboration and vital intelligence sharing, enabling enhanced communication between LYNX and our partner law enforcement agencies.

The second project of the grant will equip LYNX revenue and support vehicles with an integrated Mobile Computer Data Communications System to provide a reliable, secure and discreet means of on-board communications between dispatchers and bus operators throughout the service area. This project will build upon the Mentor Streets Automated Vehicle Locator (AVL) technology through equipping the buses and fleet vehicles with on-board computers featuring a covert microphone panic button that integrates with existing AVL. These features will enable Dispatch to hear all conversations, instantly locate vehicles and send help in case of emergencies. This will also provide Dispatch with the ability to divert and reroute buses in responses to threats, breakdowns, etc. This equipment has the capability to interface with the Computer Aided Dispatch (CAD) Module.

These grants will continue to enhance LYNX' agency-wide security system while increasing customers safety and security.

The notice of award for the grant was received in July, 2009 for approval prior to August 31, 2009 or the grant would be lost. Since the item could not be brought before the Board of Directors until the next regularly scheduled meeting in September, the Chief Executive Officer approved the award in August. Staff is now bringing the item back to the Board for ratification.

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

No goal was established for this item at this point in the process.

FISCAL IMPACT:

There will be no impact on the operating budget or required matching funds as this is a 100% grant award.

Consent Agenda Item #6.C. viii

To: LYNX Board of Directors

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

Phone: 407.841.2279 ext: 6047

Item Name: Miscellaneous
Authorization to Approve the Local Funding Portion for the Build-out of the Champs Restaurant

Date: 9/24/2009

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to utilize LYNX current year operating earnings to cover expenses related to the Champs Restaurant build-out in an amount not to exceed \$35,000. Such expenses are not eligible for federal funding.

BACKGROUND:

After much delay, the Champs build out is in its final stage. The final revised drawings have been completed and approved by the City of Orlando Permitting Department. The revised drawings are estimated to cost LYNX approximately \$75,000 to complete the "Owner" package build-out. The "Owner" package included renovations which would support an increased level of service to LYNX customers and included the unfinished passenger terminal lease area. This would allow a tenant to construct the final finishes and occupy the space. The shell construction would include the construction of permanent walls, HVAC, fire protection, plumbing, and electrical systems as required by code. The Tenant is responsible for all construction items to make the space operational which includes final finishes in the passenger terminal lease shell space, including the kitchen/service area and a dining area for the Champs Restaurant.

Because the revised drawings included improvements to the LYNX facility not directly related to the retail space, federal funding could only be utilized to cover a portion of the total cost of the build-out. Federal funds were only eligible to cover the build-out activities that would remain a portion of the LYNX terminal (i.e. spiral heat and return lines for HVAC purposes, electrical improvements for additional lighting, and enhancements to the fire suppression system).

Of the \$75,000 cost to complete the Owner package, approximately \$40,000 is eligible for federal funding. That leaves \$35,000 that needs to be funded through another source. It is believed that staff originally planned for the entire improvements to be eligible for federal funding. That is not the case. Therefore, it is requested that we utilize current year earnings to fund the tenant portion of the improvements not covered by federal funding. Final construction of the build-out space by LYNX will allow Champs to move forward with their renovations in accordance with the LYNX/Champs retail Agreement.

FISCAL IMPACT:

If approved, we will amend the FY2009 capital budget accordingly.

Consent Agenda Item #6.C. ix

To: LYNX Board of Directors

From: Lisa Darnall
CHIEF OPERATING OFFICER
Joe Cheney
(Technical Contact)

Phone: 407.841.2279 ext: 6036

Item Name: Miscellaneous
Authorization to Purchase up to Thirty-one Buses Under LYNX Contract #09-C05 with Gillig, LLC

Date: 9/24/2009

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to purchase up to twenty-eight (28) replacement transit buses and three (3) expansion buses at a not-to-exceed price of \$14,066,480 from Gillig, LLC Contract #09-C05. The purchase will include a combination of 40-foot and 35-foot buses, which are scheduled to be delivered beginning in August 2010.

BACKGROUND:

LYNX will have an active fleet of 269 revenue buses effective with the December 6, 2009, service change. Forty-six (46) of these buses meet the Federal Transit Administration (FTA) requirements for retirement.

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

The breakdown cost is as follows:

FY2010 Bus Procurement

Nineteen (19) 40-foot replacement buses with all options and delivery at \$395,220 per bus	\$7,509,180
*Three (3) 40-foot expansion buses with all options and delivery at \$415,805 per bus	\$1,247,415
Nine (9) 35-foot hybrid electric replacement buses with all options and delivery at \$584,941 per bus	\$5,264,469
Spare Parts Package	\$31,416
Florida Consortium Fee (waived as lead agency)	\$0
Factory and Pre-production Inspections	\$14,000
Total cost for thirty-one buses	\$14,066,480

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

FISCAL IMPACT:

LYNX' Federal Transit Administration (FTA) funding for transit buses has been made available within LYNX' 2010 capital budget. The purchase of nineteen (19) replacement and three (3) expansion transit buses will utilize discretionary earmarks and Surface Transportation Program (STP) formula grants.

FTA American Recovery and Reinvestment Act (ARRA) funding will be used for eight (8) hybrid electric replacement buses and FTA fixed guideway funding will be used for one (1) hybrid electric replacement bus for the LYMMO service.

Consent Agenda Item #6.C. x

To: LYNX Board of Directors

From: Lisa Darnall
CHIEF OPERATING OFFICER
William Hearndon
(Technical Contact)

Phone: 407.841.2279 ext: 6036

Item Name: Miscellaneous
Authorization to Issue a Purchase Order to First Class Coach Sales Under the Florida Department of Transportation's Florida Vehicle Procurement Program's (FVPP) State Contract #FVPP-08-SC-FCC for the Procurement of Twenty-Three (23) Paratransit Vehicles Funded with American Recovery and Reinvestment Act (ARRA) Funds

Date: 9/24/2009

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to issue a Purchase Order to First Class Coach Sales under the Florida Department of Transportation's (FDOT) Florida Vehicle Procurement Program's (FVPP) State Contract #FVPP-08-SC-FCC. This purchase will be made using American Recovery and Reinvestment Act (ARRA) funds.

BACKGROUND:

LYNX' goal is to fully capitalize the paratransit fleet operated by our contracted provider over the next five years. This will allow LYNX to use ARRA funds to procure the vehicles, rather than using operating dollars paid to our contracted provider. Additionally, our intent is to order an additional twenty-three (23) vehicles next year using the balance of the \$3,220,000 ARRA funding specifically for paratransit vehicles. Further, LYNX will save the financing costs that are passed through as an expense built into the provider's capital cost.

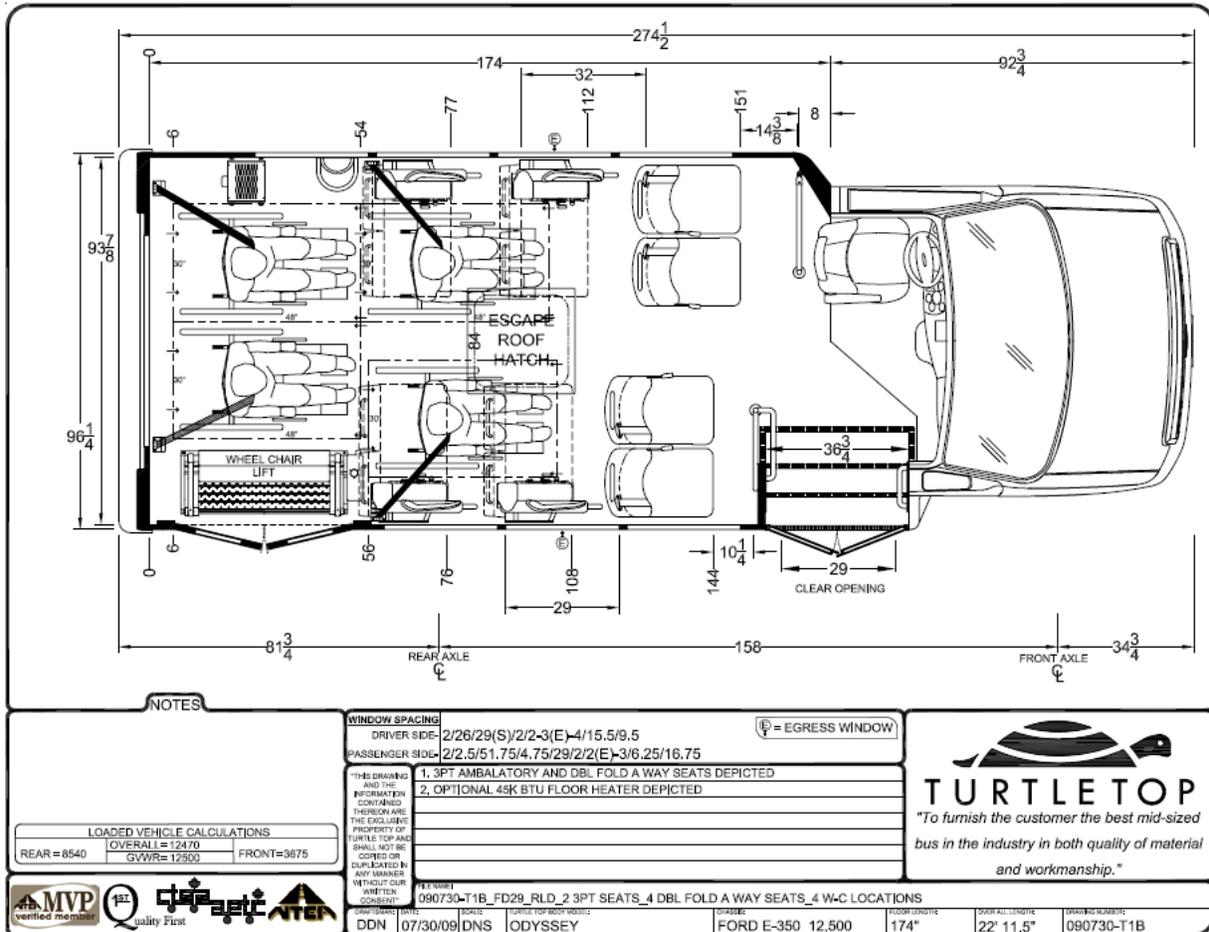
The Florida Vehicle Procurement Program (FVPP) is a state program that has been in existence since 1995, providing transit agencies with the means of procuring quality vehicles at the lowest possible price. The program is managed by the Florida Department of Transportation (FDOT) in Tallahassee and administered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

Through a competitive selection process, FVPP awarded a Florida Department of Transportation vehicle procurement contract (#FVPP-08-SC-FCC) for “Small Cutaway Type Vehicles” to First Class Coach Sales, a local Orlando dealer of Turtle Top manufactured vehicles. First Class Coach Sales and Turtle Top meet all pre- and post-award requirements of the Federal Transit Administration (FTA). Additionally, Turtle Top is a manufacturer on the FTA’s approved “Transit Vehicle Manufacturer” list (which ensures Disadvantaged Business Enterprise participation).



The proposed procurement will be for 23 Turtle Top “Odyssey” models (pictured), to be built on Ford chassis with three varying seating capacities on each vehicle (using foldaway seating) of:

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



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

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

Ford E350, 22'10" length, 5.4L Gas	\$59,995
Freedman Standard Seats	\$ 1,420
Freedom Foldaway Seats	\$ 4,000
Q'Straint QRTMAX Securement Systems	\$ 2,160
Braun Side Wheelchair Lift	<u>\$ 3,300</u>
Total	\$70,875

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

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

FISCAL IMPACT:

The procurement of these 23 vehicles will be funded (100%) by the American Reinvestment and Recovery Act (ARRA) grant in the amount of \$1,630,125.

Consent Agenda Item #6.C. xi

To: LYNX Board of Directors

From: Lisa Darnall
CHIEF OPERATING OFFICER
William Hearndon
(Technical Contact)

Phone: 407.841.2279 ext: 6036

Item Name: Miscellaneous
Authorization to Enter into an Annual Coordination Agreement with Three Medicaid Compensable Entities and Forty-eight Non-Compensable Entities

Date: 9/24/2009

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to enter into an annual coordination agreement with three Medicaid compensable entities, forty-eight non-compensable entities, and additional non-compensable entities as necessary.

BACKGROUND:

Florida Statue 427 requires any entity receiving State funding with a transportation line item in their budget to maintain a Coordination Agreement with the designated Community Transportation Coordinator (CTC) within their service area. To receive those State funds, the entities receiving the funding must be able to provide the service at a cost lower than that of the CTC, with the same quality of service.

Florida Statute 427 requires the CTC to perform an annual evaluation of the entities to ensure safety and compliance with State and Federal regulation. It further requires the entities to report their annual statistics to the CTC for inclusion in the CTC's Annual Operating Report (AOR).

This allows the Florida Legislature to understand how their transportation dollars are being used and allows the CTC to draw down additional Transportation Disadvantaged Trust Fund dollars within their service area.

We currently have three Medicaid reimbursable Coordination Agreements in place and forty-eight Coordination Agreements with other entities that receive State funding.

The three Medicaid reimbursable entities include Lakeside Behavioral Healthcare, Park Place Behavioral Healthcare (Osceola Mental Health), and Seminole Community Mental Health. These entities provide Medicaid compensable transportation services to their customers traveling to or from their facilities. Out of our Medicaid revenues, LYNX reimburses these entities \$16.40 per one-way trip, less the \$1.00 per trip Medicaid co-pay. If these entities were not providing these transportation services, the trips would become the responsibility of the CTC (LYNX) at an average cost of more than \$35 per trip. These entities provide approximately 74,041 annual trips at an annual cost to LYNX of \$1,140,231 and an annual savings to LYNX of more than \$1,451,204.

The forty-eight entities that receive State funding are primarily Developmental Services Med-Waiver transportation providers for the Agency for Persons with Disabilities (reimbursed by that agency at \$7.53 per one-way trip) or agencies that have received Section 5310 (formerly Section 16(b)2) capital funding through the Florida Department of Transportation. There is no fiscal exchange between LYNX and these agencies.

FISCAL IMPACT:

The three Medicaid compensable Coordination Agreements will have a cost to the FY 2010 budget of \$1,140,231. This amount has been included in the Paratransit operating budget for FY 2010. The multiple non-compensable Coordination Agreements will not have any fiscal impact on the FY 2010 budget.

TRANSPORTATION DISADVANTAGED COORDINATION CONTRACT

This Contract (the "Contract") is made and entered into by and between the Central Florida Regional Transportation Authority d/b/a LYNX (the "Authority"), a body politic and corporate created by Part II, Chapter 343, Florida Statutes, and XYZ Coordination Agency, Inc. (hereafter designated as "Agency").

WITNESSETH:

WHEREAS, the Authority is an agency created by Part II, Chapter 343, Florida Statutes, and is authorized to plan, develop, own, purchase, lease and otherwise maintain, operate and manage a regional public transportation system and public transportation facilities in its tri-county service area, including Orange, Seminole and Osceola Counties, and provide services for the transportation disadvantaged; and

WHEREAS, the Authority has been designated as the Community Transportation Coordinator (the "Coordinator") (as defined in Chapter 427, Fla. Stat. (1991) (the "Act") and Rule 41-2, Fla. Admin. Code (the "Rule")), by the Commission for the Transportation Disadvantaged (the "CTD"), whose address is 605 Suwannee Street, MS-49, Tallahassee, Florida 32399-0450, Attention: Executive Director, to serve as Coordinator for its tri-county service area pursuant to the terms of the Memorandum of Agreement between the CTD and the Authority, Contract No. TD0875, with an effective date of July 1, 2008 (the "Memorandum"), a copy of which is available upon request; and

WHEREAS, the Authority, acting as the Coordinator, is required under the Rule to enter into a coordination contract with those organizations or agencies, such as the Agency, who receive transportation disadvantaged funds and who can perform and deliver transportation disadvantaged services more effectively and efficiently on their own; and

WHEREAS, the Agency, as a condition of receiving financial assistance and to comply with the Act and applicable rules and regulations, is required to coordinate its delivery of transportation services with the Coordinator pursuant to the terms and conditions of this Contract.

NOW, THEREFORE, in consideration of the premises herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Authority and the Agency agree as follows:

1. Recitals:

- 1.01 The recitals set forth above are true and correct and are incorporated herein by reference.
- 1.02 The Authority and Agency wish to establish this Contract to evidence their respective compliance with the Act, the Rule and other applicable state or federal laws.

2. Agency's Obligations:

- 2.01 The Agency enters into this Contract with the understanding that it is the duty of the Coordinator to ensure that transportation disadvantaged persons in the tri-county area are provided transportation services that are safe, efficient, cost-effective and are not duplicative or fragmented. This responsibility entails reporting requirements, financial and service monitoring, and safety monitoring.
- 2.02 The Agency shall provide certain transportation services in accordance with the terms and conditions of this Contract, the scope of which are described in the approved Scope of Services and Rate Structure ("Scope of Services") attached hereto as Exhibit "A", and made a part hereof (the "Transportation Services").
- 2.03 The Transportation Services shall be delivered in Orange, Seminole, and/or Osceola Counties.
- 2.04 In the delivery of the Transportation Services by the Agency and the performance of all of its obligations pursuant to this Contract, the Agency shall comply with all applicable federal, state and local laws, rules, regulations and requirements, including without limitation the Act, the Rule and, specifically, the following (as such laws, rules, regulations and requirements may be amended or superseded):
- 2.04.01 The Authority's Administrative Rules, as approved and adopted by the Governing Board of the Authority, as available at www.golynx.com (the "Administrative Rules");
- 2.04.02 The Authority's General Provisions Document, as available at www.golynx.com;
- 2.04.03 The Authority's Transportation Disadvantaged Service Plan as defined in Rule 41-2.002(16), Fla. Admin. Code (the "TDSP"), available at www.golynx.com;
- 2.04.04 The safety requirements as specified in Section 341.061(2)(a), Florida Statutes, and Rule 14-90, Fla. Admin. Code;
- 2.04.05 Applicable local, state and federal laws and CTD policies relating to drug testing, as required in Rule 41-2.006(3), Fla. Admin. Code. The Agency shall conduct drug and alcohol testing for safety sensitive job positions within the coordinated system regarding pre-employment, randomization, post-accident, and reasonable suspicion as

required by the Federal Highway Administration and the Federal Transit Administration;

2.04.06 The standards required by the CTD pursuant to the Memorandum;

2.04.07 The CTD approved standards set forth in Rule 41-2.006 (4), Fla. Admin. Code;

2.04.08 The Agency shall comply with state and federal laws including but not limited to laws regarding discrimination on the basis of sex, race, religion, age, disability, sexual orientation, or national origin. The Agency gives this assurance in consideration of and for the purpose of obtaining funding from the Authority, a recipient of federal financial assistance, and agrees to complete a Civil Rights Compliance Questionnaire if so requested by the CTD or the Authority. The Agency agrees that compliance with the assurance constitutes a condition of continued receipt of or benefit from federal financial assistance, and that it is binding upon the Agency, its successors, subcontractors, transferees, and assignees for the term of this Contract. The Agency shall assure that all operators, subcontractors, subgrantees, or others with whom the Agency arranges to provide Transportation Services are not discriminating against participants or employees in violation of the above statutes, regulations, guidelines, and standards. In the event of failure to comply, the Agency agrees that the CTD or the Authority may, at its discretion, seek a court order requiring compliance with the terms of this assurance or seek other appropriate judicial or administrative relief, to include assistance being terminated and further assistance being denied.

2.04.09 The Agency shall report to the Authority the information required in order for the Authority to satisfy the reporting requirements imposed upon the Authority as the Coordinator, as set forth in Rule 41-2.007, Fla. Admin. Code.

2.05 In order to receive reimbursement for the Transportation Services, which shall be made on a monthly basis, the Agency shall submit an invoice to the Authority by the 10th of each month during the term of this Contract, together with the monthly ridership report for the prior month in the form attached hereto as Exhibit "B" and incorporated by reference ("Monthly Ridership Report").

- 2.06 Return to the Authority any acquired profits or surplus funds originating pursuant to this Contract that are beyond the amount(s) specifically identified and approved in the TDSP or provided in this Contract.
- 2.07 At the end of the term of this Contract and any renewal terms, the Agency shall submit an annual operating report detailing demographic, operational, and financial data regarding the Transportation Services and a project evaluation report to the Authority, in such form as may be prescribed by the Authority or the CTD.
- 2.08 The Agency may not subcontract all or any portion of the Transportation Services to any person, organization or entity without the prior written approval of the Authority, which may be granted or withheld in the Authority's discretion. In the event that the Agency uses any subcontractor in the delivery of the Transportation Services approved by the Authority ("Subcontractor"), the Agency shall ensure that the Subcontractor complies with all terms, conditions, obligations and requirements set forth in this Contract.
- 2.09 The Agency shall report all accidents which occur during the term of this Contract relating to the Transportation Services and/or out of the scope of this Contract. Accidents involving a fatality or fatalities must be reported to the Authority as soon after such accident as possible under the circumstances, but not more than twenty-four (24) hours after the Agency becomes aware of the fatal accident. Any other accident, those not involving a fatality or fatalities, with over \$1,000.00 in property damages, or personal injury that requires evacuation to a medical facility or a combination of both, must be reported to the Authority not more than forty-eight (48) hours after the Agency becomes aware of the accident. Copies of any accident report or reports prepared or received by the Agency as a result of any accident must be sent to the Commission upon receipt or preparation of the report.
- 2.10 The Agency shall safeguard information by not using or disclosing any information concerning a user of Transportation Services under this Contract for any purpose not in conformity with the local, state and federal regulations (45 C.F.R., Part 205.50), except upon order of a court, written consent of the recipient, or his/her responsible parent or guardian when authorized by law.

3. Authority's Rights and Obligations:

- 3.01 The Authority shall have no responsibility under this Contract to provide or broker Transportation Services to or for the Agency's clients.

- 3.02 The Authority shall be entitled to include Agency-sponsored trip and mileage data in the Annual Operating Report to the CTD. The number of trips and miles included in this report are two (2) of four (4) equally weighted criteria used to determine the amount of the Trip and Equipment Grant awarded monthly to the Authority as Coordinator.
- 3.03 The Authority may review the Agency's operations and recommend changes with regard to personnel and employment practices of the Agency or its Subcontractors who are directly or indirectly providing Transportation Services under this Contract.
- 3.04 The Authority shall have the right on its own behalf or on behalf of the Agency, to review the personnel files of any safety sensitive employee having contact with paratransit customers or clients, in accordance with applicable laws.
- 3.05 The Authority may require that the Agency remove certain vehicles(s) from service which the Authority regards as unsuitable for service in accordance with applicable laws, rules regulations or standards.
- 3.06 Failure to comply with the Authority's recommendations may result in disallowance or cessation of funding for the Transportation Services.
- 3.07 The Authority shall have the right to inspect and audit the Agency's books and records, and those of its subcontractors, which are related to and attributed to the Agency's delivery of Transportation Services contemplated under this Contract, which right shall survive termination or expiration of this Contract as necessary to comply with the requirements of the CTD regarding retention and auditing of documents.
- 3.08 The Authority shall reimburse the Agency for the Transportation Services in accordance with the rate structure set forth in the Scope of Services, on a monthly basis. The Authority shall pay the Agency's invoice within seven (7) days of receipt of same together with the Monthly Ridership Report; provided, however, that the Authority may request additional documentation from the Agency prior to payment of any invoice from the Agency. The Authority may disallow and deduct any cost for which proper documentation is not provided.
- 3.09 The following Authority representatives (individually, an "Authorized Representative" and collectively, the "Authorized Representatives") are the authorized representatives of the Authority for purposes of this Contract: (i) the Chief Executive Officer; (ii) the Chief Financial Officer; (iii) the Chief Operating Officer; (iv) the Manager of Procurement and Contracts; and (v) any other representative specifically designated by the Authority. The designation described in (v) must be made in a signed

writing by one of the Authorized Representatives identified in (i) – (iv), and delivered to the Agency before it can be relied upon. The Authorized Representatives, as well as all other officers, employees, executives, agents and representatives of the Authority, have only such authority to act on behalf of and bind the Authority to the extent granted to such individual by the Authority's Governing Board, and no apparent authority of any such individual shall be binding upon the Authority.

4. Contract Term:

4.01 The term of this Contract shall be for a period of one year, commencing on October 1, 2009 and terminating on September 30, 2010.

5. Contract Termination:

5.01 This Contract may be terminated under the following situations:

5.01.01 Notwithstanding any other provision hereof, this Contract may be terminated by the Agency if it no longer provides Transportation Services to its clients, and the Agency has otherwise fulfilled all of its obligations under this Contract, by giving 20 days notice of said fact to the Authority.

5.01.02 If the Agency has made any misrepresentation in this Contract, this Contract may be terminated at the sole option of the Authority.

5.01.03 If the Agency is adjudicated bankrupt or files for bankruptcy or is placed in bankruptcy, or ceases to have legal existence, this Contract may be terminated at the sole option of the Authority.

5.01.04 Upon completion of the performance obligations of the Authority and the Agency, as set forth herein, this Contract may be terminated at the sole option of the Authority.

5.01.05 The Authority may terminate this Contract upon notice to the Agency in the event of termination of the Memorandum or the status of the Authority as Coordinator is otherwise terminated.

5.02 Termination for Default:

5.02.01 The Authority may, by written notice of default to the Agency, terminate the whole or any part of this Contract if the Agency fails to perform its obligations hereunder within

the time specified herein or any extension thereof, or if the Agency acts in such a manner as to endanger its clients.

5.02.02 Termination shall occur if, in either of the foregoing circumstances, the Agency does not cure such default in performance obligations within a period of ten (10) days (or such longer period as the Authority, acting through its Authorized Representative, may authorize in writing) after receipt of written notice from the Authority, acting through its Authorized Representative, specifying such failure.

5.02.03 If this Contract is terminated in whole or in part for default on the part of the Agency, the Authority may report the incident to the appropriate state or federal agencies.

5.02.04 Waiver by the Authority of a breach of any provision of this Contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Contract, and shall not act as a waiver or estoppel to enforcement of any provision of this Contract. The provisions herein do not limit the Authority's right to remedies at law or equity.

5.03 Termination for Convenience:

5.03.01 The Authority shall have the right to terminate this Contract upon twenty (20) calendar days written notice to the Agency, whenever the Authority, in its absolute discretion, acting through its Authorized Representative, shall determine that such termination is in the best interest of the Authority, without necessity for cause. Any such termination shall be effected by delivery of a notice of termination by the Authority to the Agency, specifying the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective.

6. Dispute Resolution:

6.01 The parties mutually acknowledge and agree that this Contract shall be construed in accordance with the laws of the State of Florida, without regard to the internal law of Florida regarding conflicts of law. Any controversy or claim arising out of or relating to this Contract, or the breach thereof (collectively, a "Legal Dispute") may, at the option of the Authority, be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration

Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Any such arbitration shall be held in Orange County, Florida. If the Authority does not elect to settle any Legal Dispute by arbitration, then any action, suit or proceeding arising in connection with any such Legal Dispute shall be brought in the exclusive jurisdiction of the 9th Judicial Circuit of the State of Florida or the United States District Court for the Middle District of Florida, Orlando Division. Nothing in this paragraph shall in any way limit the right of the Authority to terminate this Contract under paragraph 5 hereof.

7. Insurance and Indemnification:

- 7.01 Throughout the term of this Contract, the Agency shall procure and maintain, at its sole expense, general liability insurance sufficient to comply with the minimum insurance requirement of \$100,000 per person and \$200,000 per incident as set forth in Rule 41-2.006, F.A.C., and name the Authority and the CTD as additional insured parties with respect thereto.
- 7.02 The Agency shall procure and maintain, throughout the term of this Contract, Worker's Compensation Insurance providing statutory benefits as provided under the Worker's Compensation Act of the State of Florida and/or any other state or federal law or laws applicable to the Agency's employees.
- 7.03 The Agency shall procure and maintain throughout the term of this Contract Comprehensive Automobile Liability insurance covering all owned or hired and all non-owned vehicles used in connection with the Transportation Services with limits of liability not less than \$100,000 each person and \$300,000 each accident and \$100,000 each occurrence for property damage, or a combined single limit for bodily injury and property damage of \$500,000. Such insurance shall name the Authority and the CTD as additional insured parties.
- 7.04 An insurance company satisfactory to the Authority and licensed to do business in the State of Florida shall write all insurance described in this Contract. All policies of insurance required herein shall be endorsed to LYNX waiving the insurer's rights of recovery against LYNX, whether by way of subrogation or otherwise. All insurance shall be provided by insurance companies with a Best's Rating of B+ or better, and shall otherwise be acceptable to LYNX. Companies issuing the required insurance policies and the Contractor shall have no recourse against the Authority for payment of any premiums or assessments for any deductibles, all such premiums and deductibles being the sole responsibility of the Agency. Notwithstanding the foregoing, the Authority reserves the right to increase the insurance requirements upon

notice to the Agency. The Agency shall provide the Authority with a copy of insurance certificate(s) demonstrating the satisfaction of the requirements set forth herein in form acceptable to the Authority, as and when requested by the Authority. In the event that the Agency fails to obtain and maintain the insurance required herein, the Authority shall have the right to procure such insurance on behalf of the Agency and be reimbursed by the Agency for the costs associated therewith or withhold such amounts from funding to the Agency hereunder.

- 7.05 Insurance policies and certificates shall specifically require that a thirty (30) day notice of cancellation, nonrenewal or changes in the limits of liability in the insurance policy be given to the Authority and the CTD.
- 7.06 If any part of the Transportation Services is subcontracted as approved by the Authority hereunder, the Contractor shall require any and all Subcontractors performing Transportation Services under the Contract to carry insurance of the type and limits of liability required above. In the event that a Subcontractor is unable to furnish adequate insurance as provided above, the Contractor shall endorse the Subcontractor as an additional insured. The Contractor shall obtain and furnish to the Authority certificates of insurance evidencing Subcontractors' insurance coverage.
- 7.07 The Agency understands that in performing the Transportation Services hereunder, it will be responsible for the consequences of its own actions. Therefore, the Agency agrees to be responsible for, and assume the defense of and indemnify, defend and save harmless the Authority, and the Authority's officers, directors, employees, agents and representatives, and the heirs, executors, successors and assigns of each of the foregoing, from all claims, demands, judgments, liability, loss or damage (at law or in equity), including without limitation all appeals, administrative actions, bankruptcy actions and intellectual property infringements (including, without limitation, amounts paid in settlement, costs of investigation and reasonable attorneys' and paralegals' fees and expenses) directly or indirectly arising out of or related to the performance of the Transportation Services hereunder, including, without limitation, any acts or omissions with respect thereto, by the Agency and/or any Subcontractor, or resulting from the use of any equipment, machinery, or other property of the Agency or the Authority. Furthermore, the Agency shall indemnify and hold harmless the CTD and its members, officers, agents, and employees; purchasing agency/entity officers, agents, and employees; and the local, state, and federal governments from any claim, loss, damage, cost, charge or expense arising out of any act, action, neglect or omission by the Agency during the performance of this Contract, whether direct or indirect, and whether to any person or property to which the CTD or said parties may be subject, except that neither the Agency nor any of its

Subcontractors will be liable under this Section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the CTD or any of its members, officers, agents or employees; purchasing agency/entity, officers, agents, and employees; and local, state, or federal governments. Nothing herein is intended to serve as a waiver of sovereign immunity by the Authority, the CTD or any agency/entity to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by a state agency/entity or political subdivision of the State of Florida or the federal government to be sued by third parties in any matter. Notwithstanding the foregoing, pursuant to Section 768.28, Florida Statutes, no agency or subdivision of the state shall be required to indemnify, insure, or assume any liability for the Authority's or the CTD's negligence.

7.08 The Authority reserves the right to use legal counsel designated by it and to approve the counsel selected by the Agency in performing its obligations under this provision.

8. Litigation; Attorney's Fees and Costs:

8.01 The prevailing party shall be entitled to reasonable attorneys' fees and court costs in the event of any administrative or civil litigation with regard to the performance obligations of this Contract, to the extent permitted by law.

8.02 The term "litigation" includes without limitation any eligibility determination proceedings, administrative proceedings, civil suit and any appeals related thereto, pre-trial matters, arbitration, mediation and bankruptcy proceedings.

9. Public Records:

9.01 The Authority is an agency of the State and is subject to Florida's government in the Sunshine Law, Chapter 286, Florida Statutes (the "Sunshine Law") and the Public Records Act, Chapter 119, Florida Statutes (the "Public Records Act"). It is possible that the Agency and any Subcontractor, as a result of this Contract, may also be subject to the Sunshine Law and the Public Records Act and, if so, the Agency will promptly respond in accordance with the statute to any and all third party requests for "public records," as that term is defined in the Public Records Act, and shall cause any Subcontractor to so respond. In regard to any such request, the Agency will promptly notify the Authority. The Authority's determination as to the necessity of such response shall be presumptively correct.

10. Notices:

All notices pursuant to this Contract shall be made to the addresses listed below:

- 10.01 The Agency's primary point of contact for daily operations of the Transportation Services pursuant to this Contract is Debbie Driskell, Chief Executive Officer, Seminole Behavioral Healthcare, 237 Fernwood Blvd . Fern Park, Fl. 32730; Phone 407-571-0996; email ddriskell@seminolecares.org. The Agency may appoint other individuals upon written notice to, and approval by, the Authority. The Agency shall provide written notice to the Authority promptly with respect to any changes to the aforesaid contact information.
- 10.02 As of the date hereof, but subject to the other provisions set forth herein, the Authority designates Sue Masselink (the "Contracting Officer") with respect to the Authority's performance of this Contract, and who will also serve as the primary point of contact for operational issues. The address for notices to the Authority under this Contract is LYNX, 455 North Garland Avenue, Orlando, Florida 32801, Attention: Sue Masselink - Phone 407-254-6076; Fax 407-254-6142; email: smasselink@golynx.com. The Authority may change such designation upon written notice to the Agency.

11. Miscellaneous:

- 11.01 Captions and Heading. Whenever herein the singular or plural is used the same shall include the other where appropriate. Words of any gender shall include other genders when the context so permits.
- 11.02 Number and Gender. This Contract may be executed in a number of identical counterparts each of which is an original and all of which constitute collectively one agreement. In making proof of this Contract in any legal action, it shall not be necessary to produce or account for more than one such counterpart.
- 11.03 WAIVER OF JURY TRIAL. EACH PARTY HEREBY AGREES NOT TO ELECT A TRIAL BY JURY OF ANY ISSUE TRIABLE OF RIGHT BY JURY, AND WAIVES ANY RIGHT TO TRIAL BY JURY FULLY TO THE EXTENT THAT ANY SUCH RIGHT SHALL NOW OR HEREAFTER EXIST WITH REGARD TO THE CONTRACT DOCUMENTS, OR ANY CLAIM, COUNTERCLAIM OR OTHER ACTION ARISING IN CONNECTION THEREWITH. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS GIVEN KNOWINGLY AND VOLUNTARILY BY EACH PARTY, AND IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A TRIAL BY JURY WOULD OTHERWISE ACCRUE.

- 11.04 Assignment. The Authority has selected the Agency to perform the Transportation Services based in substantial part on the personal qualifications of the Agency; as such, the Agency may not assign, transfer or subcontract any right or obligation of this Contract in whole or in part, without the prior written consent of Authority, which consent may be granted or withheld in the sole discretion of Authority. Any assignment or transfer of any obligation under this Contract without the prior written consent of Authority shall be void, *ab initio*, and shall not release the Agency from any liability or obligation under this Contract, or cause any such liability or obligation to be reduced to a secondary liability or obligation.
- 11.05 Survival. Should any provision of this Contract be determined to be illegal or in conflict with any law of the State of Florida, the validity of the remaining provisions shall not be impaired.
- 11.06 No Third-Party Beneficiary. It is specifically agreed that this Contract is not intended by any of the provisions of any part of this Contract to establish in favor of any other party, the public or any member thereof, the rights of a third-party beneficiary hereunder, or to create or authorize any private right of action by any person or entity not a signatory to this Contract to enforce this Contract or any rights or liabilities arising out of the terms of this Contract.
- 11.07 Amendment of Contract. This Contract may not be modified or amended without the prior written consent of the party to be charged by said amendment or modification. This provision may not itself be changed orally. The Agency specifically is aware and understands that any modification or amendment to this Contract shall require the approval of the Authority's Governing Board or the approval of the appropriate Authority officer, as designated in the Administrative Rules.
- 11.08 Further Assurances. The parties shall, at their own cost and expense, execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to evidence or carry out the intent and purposes of this Contract. This provision shall survive the expiration or termination of this Contract.
- 11.09 Entire Contract. This Contract, together with any exhibits or attachments hereto, constitutes the entire agreement between the parties.
12. Authority Approval: This Contract, including the exhibits and attachments hereto, is contingent upon the approval by the Authority's Governing Board.

[SIGNATURES BEGIN ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be duly executed on their behalf, in manner and form sufficient to bind them as of the effective date thereof.

CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY
d/b/a LYNX

By: _____
Print Name: _____
Title: _____

Seal:

ATTEST: _____
Assistant Secretary

Approved as to Form:

This Contract is approved as to form only for execution by the Authority and this approval is not to be relied upon by any other person (including the Agency) or for any other purpose.

AKERMAN SENTERFITT

By: _____
Name: _____
Title: LYNX General Counsel

XYZ Coordination Agency, Inc.

By: _____

Name: _____

Title: _____

ATTEST: _____

Agency Clerk/Secretary/Asst. Secretary

Consent Agenda Item #6.C. xii

To: LYNX Board of Directors

From: Edward Johnson
CHIEF ADMINISTRATIVE OFFICER
Tony Walter
(Technical Contact)
Belinda Balleras
(Technical Contact)
Jerry Bryan
(Technical Contact)

Phone: 407.841.2279 ext: 6058

Item Name: Miscellaneous
Authorization to Execute the Joint Participation Agreements with the Florida Department of Transportation (FDOT) for FY2010 Service Development Grants

Date: 9/24/2009

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to execute Resolution #09-005 for a Joint Participation Agreements (JPA) with the Florida Department of Transportation District 5 (FDOT) for the new service development grants as follows:

- | | |
|--|-----------|
| ▪ JPA #4254201: Link 103 - North 17/92 Sanford – Enhancement | \$216,000 |
| ▪ JPA #4254241: Link 111 – Orlando International Airport/Walt Disney World - Enhancement | \$514,973 |
| ▪ JPA #4254211: Link 306 Poinciana/Walt Disney World/JARC New Service | \$ 47,166 |
| ▪ JPA #4254251: Smart Cameras on Superstops | \$324,378 |

BACKGROUND:

Over the past few years, LYNX has been successful in securing start-up funding under the Florida Department of Transportation's (FDOT) service development grant program, which provides seed funding for new or expanded services and technologies. This program provides 50% state funding of the net operating cost for two years. There is a 50% local match required for the two years with an understanding that the local portion would increase to 100% after the start-up period, should the project be successful. Technology projects considered of statewide significance are funded at 100% by the State.

In April 2008 the LYNX Board authorized staff to submit service development grant applications to FDOT for the referenced projects, including services to begin in December 2009 and a technology project.

The December 2009 service changes include the following FY 2010 newly funded projects:

- ✓ Link 103 – North 17/92 Sanford – Enhancement - Transit Emphasis Corridor: Service Increase from 30-minutes to 15-minutes during weekdays. Funding Sources: Florida Department of Transportation (FDOT)/Seminole County.
- ✓ Link 111 – Orlando International Airport/Walt Disney World (WDW) – Enhancement - Service Increase from 60-minutes to 30-minutes. Funding Sources: Florida Department of Transportation (FDOT)/Walt Disney World (WDW).
- ✓ Link 306 - Link 306 Poinciana/Walt Disney World (WDW) – New Service - one morning/evening trip between Poinciana and Walt Disney World. Funding Sources: Florida Department of Transportation (FDOT)/Walt Disney World (WDW)/Job Access Reverse Commute (JARC).

LYNX submitted a request for year two funding on Links 103, 111 and 306. This request is currently pending with FDOT but funds are anticipated to be programmed in FY2011.

In addition, LYNX will be implementing a technology project – smart cameras at transfer centers/superstops. LYNX will install remote cameras and call systems at transfer centers superstops to provide for increased passenger safety and tools for law enforcement community in enhancing overall national security preparedness. The project would allow remote monitoring of transfer centers/superstops from the monitoring room (CCTV room) at LYNX Central Station (LCS). This is part of a larger project, the CCTV Surveillance Expansion which will be funded by grants from the Federal Transit Administration (FTA) and Department of Homeland Security (DHS). Funding under this JPA will be at 100% by the State.

FISCAL IMPACT:

The identified service development grant projects are included in the FY 2010 Operating and Capital Budgets. The following provides funding sources by project:

<u>Operating</u>	<u>Total Project Cost</u>	<u>JPA/FDOT</u>	<u>Local</u>
JPA #4254211			
Link 306 Poinciana	\$ 94,332	\$ 47,166 (50%)	\$ 47,166 (50% WDW/JARC)
JPA #4254201			
Link 103			
North 17/92 Sanford	\$ 432,000	\$216,000 (50%)	\$216,000 (50% Seminole County)
JPA #4254241			
Link 111 OIA/WDW	\$1,029,946	\$514,973 (50%)	\$514,973 (50% WDW)

Capital:

JPA #4254251

Smart Cameras

Superstops \$324,378 \$324,378 100%

CFRTA RESOLUTION 09-005

A RESOLUTION OF THE CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY (d.b.a LYNX); AUTORIZATION FOR THE CHIEF EXECUTIVE OFFICER TO EXECUTE THE JOINT PARTICIPATION AGREEMENT(S) WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FOR LINK 103, LINK 111, LINK 306 AND SMART TECHNOLOGIES PROJECTS.

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

WHEREAS, LYNX has satisfied the requirement to complete a Transportation Development Plan (TDP) for FY 2010-2019 which has been submitted to FDOT in June 2009 and the TDP is consistent with the five-year Transportation Improvement Program (TIP) and FDOT's State Work Program;

WHEREAS, this is a resolution of the GOVERNING BOARD of the Central Florida Regional Transportation Authority (hereinafter BOARD), which hereby authorizes the execution of Joint Participation Agreement(s) with the Florida Department of Transportation for Link 103, Link 111, Link 306 and Smart Technologies Projects.

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

NOW THEREFORE, BE IT RESOLVED THAT:

1. The BOARD has the authority to authorize the execution of the following Joint Participation Agreements:

▪ JPA #4254201: Link 103 - North 17/92 Sanford – Enhancement	\$216,000
▪ JPA #4254241: Link 111 – Orlando International Airport/Walt Disney World - Enhancement	\$514,973
▪ JPA #4254211: Link 306 Poinciana/Walt Disney World/JARC New Service	\$ 47,166
▪ JPA #4254251: Smart Cameras on Superstops	\$324,378
2. The BOARD authorizes the Chief Executive Officer to execute the Joint Participation Agreements with the Florida Department of Transportation for Link 103, Link 111, Link 306 and Smart Technologies Projects.
3. That the above authorization shall be continuing in nature until revoked by the Chairman of the Governing Board.

APPROVED AND ADOPTED this 24th day of September 2009, by the Governing Board of the Central Florida Regional Transportation Authority.

CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY

By: _____
Chairman

Attest:

Assistant Secretary

Consent Agenda Item #6.C. xiii

To: LYNX Board of Directors

From: Lisa Darnall
CHIEF OPERATING OFFICER
Joe Cheney
(Technical Contact)

Phone: 407.841.2279 ext: 6036

Item Name: Miscellaneous
Authorization to Issue a Change Order to Don Wood, Inc. to Upgrade
Electrical Circuits for the Biodiesel Demonstration Project

Date: 9/24/2009

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to issue a Change Order to Don Wood, Inc. to upgrade the electrical system at the LYNX Operations Center (LOC) fueling station and to accommodate the electrical system modifications for the Biodiesel blending station demonstration project in the amount of \$19,472.

BACKGROUND:

LYNX is currently participating in a demonstration project with the Florida Department of Energy on the conversion of all revenue vehicles for biodiesel fuel on all LYNX revenue vehicles with LYNX blending all biodiesel on site. The contract for construction of the blending station was awarded based on the contractor using the existing electrical schematics for their proposal. After the award of the contract and during the electrical engineering for the project, it was discovered that the schematics were incorrect and that additional electrical conduits, a breaker panel and additional wiring were required. This change order will provide the funds to cover the labor and materials for the upgrade of the existing electrical system to the standards listed in our existing schematics.

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION:

LYNX procurement policies require prime contractors to use their best efforts to subcontract a portion of their work to DBE firms. LYNX' overall goal is 10%.

FISCAL IMPACT:

The cost of the additional work is \$19,472 and will be funded through the \$2.5M grant from the Florida Department of Energy to LYNX for the Biodiesel Demonstration Project. No additional funds are required; however, reallocation of the \$19,472 is sought from the \$2.5M grant for the blending station construction cost.

Consent Agenda Item #6.C. xiv

To: LYNX Board of Directors

From: Edward Johnson
CHIEF ADMINISTRATIVE OFFICER
Tony Walter
(Technical Contact)
Sue Masselink
(Technical Contact)

Phone: 407.841.2279 ext: 6058

Item Name: Miscellaneous
Authorization to Approve the Local Coordination Agreements with the following Human Service Agencies; Osceola Council on Aging; Seniors First; Seminole County Mental Health; Seminole County Meals on Wheels; Quest, Inc.; Primrose; Osceola ARC; And the Independent Transportation Network of Orlando

Date: 9/24/2009

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to enter into Local Coordination Funding Agreements with various Human Services Agencies.

BACKGROUND:

On April 22, 2009 the Board of Directors authorized staff to finalize the negotiations and financial terms regarding the pass through of Federal Transit Administration (FTA) funding with the Job Access Reverse Commute (JARC) and New Freedom Program (NFP) with the various Human Service Agencies. The purpose of the agreements is to define the roles and responsibilities of agencies providing services under these programs, as well as the financial terms and conditions related to the provision of services designed to meet the needs of low income individuals for work related purposes, individuals with disabilities, and the elderly. The agencies included in this request are:

Osceola Council on Aging to expand employment-related transportation services for individuals with lower incomes	\$32,000
Seniors First for circulator service to seniors in subsidized housing facilities in Winter Park/Maitland/Eatonville area	\$35,000
Seminole Community Mental Health Center to expand transportation service to clients residing in outlying areas of Seminole County	\$50,000
Seminole County Meals on Wheels, Etc. to expand services to elderly individuals in outlying areas of Seminole County	\$26,000
Quest, Inc. to expand transportation service to more clients with cognitive disabilities	\$94,000
Primrose Center, Inc. to expand transportation service to more clients with cognitive disabilities	\$70,000
Opportunity Center, Inc. (formerly Osceola ARC) to expand transportation service to more clients with cognitive disabilities	\$50,000
Independent Transportation Network of Orlando to expand transportation service to more elderly clients and clients with visual impairments	\$35,000

Although Goodwill, Inc. and the PALMAS Refugee Program were included on the list of human services agencies that was submitted to the Board in April 2009, LYNX has since determined that passing grant funds through to these agencies would not be appropriate because they are not service providers; however, they do purchase tickets for their clients. LYNX is in the process of discussing other arrangements to assist these agencies.

The funds being awarded under these contracts are a combination of rural funds awarded by FDOT and urbanized area funds. These operating funds will be matched 50 percent, in the form of in-kind services, by the Human Services Agencies.

LYNX is designated by the Commission for the Transportation Disadvantaged (CTD) as the Community Transportation Coordinator (CTC) for Orange, Osceola, and Seminole counties. As CTC, LYNX has the important role of coordinating the provision of publicly funded transportation for all persons in the tri-county community who cannot provide for their own transportation due to age, income, or disability as defined by federal and state programs. This coordination allows for the efficient provision of services by eliminating duplication of effort by multiple agencies operating within the same community. LYNX coordinates transportation disadvantaged services for 35+ human services agencies providing and/or brokering services.

Under the auspices of the Federal United We Ride Program, the CTC principles became institutionalized at the Federal level. LYNX has taken the lead on developing the local Public Transit-Human Services Coordinated Transportation Plan named the Community Connector Plan (CCP), which was adopted by the Board in late 2007. LYNX subsequently integrated that plan into the state-required comprehensive Transportation Disadvantaged Service Plan (TDSP).

In addition to a number of stakeholder meetings in 2007 to develop the original Local Coordinated Plan, LYNX hosted two stakeholder meetings late in calendar year 2008. In

preparation for developing various JARC and NFP applications and the 2009 update of the TDSP, LYNX and stakeholders reviewed the coordinated transportation priorities established in

2007 and began discussion of the types of JARC and NFP projects that should be funded based on needs that have already been addressed with JARC and NFP funding; LYNX service changes over the past year; certain initiatives undertaken by LYNX and its coordination partners; as well as recent regional economic developments. A few minor changes to the transportation priorities as a result of these discussions were incorporated into the 2009 TDSP update, which was adopted by the Local Coordinating Board in May 2009.

The FTA-JARC and NFP funds are awarded on a competitive basis. Under both programs, human services agencies and other entities are eligible to submit projects and compete for funding. With LYNX taking the lead on the development and adoption of the locally developed human services transportation plan and the adopted TDSP, a seamless process has been established.

LYNX will pass through some funds awarded under the JARC and NFP programs to human services agencies that will provide transportation services to transportation disadvantaged clients. The agencies have been impacted by consecutive years of funding shortfalls from various State and Federal programs. The maintenance or expansion of services by these agencies will mitigate cost impacts to LYNX by avoiding the influx of additional clients into the ACCESS LYNX programs. In order to ensure that both LYNX and the agencies are aware of and in agreement with certain terms and conditions associated with client transportation arrangements, the coordination agreements have been developed in collaboration with the affected agencies. Copies of the agreements, signed by the agencies, are included here.

The terms of these agreements require the agencies, as part of the local coordinated transportation system, to report certain data, such as number of trips provided and mileage, to LYNX for incorporation into our annual National Transit Database (NTD) report, as well as annual performance evaluation data required by FTA for the JARC and NFP programs.

FISCAL IMPACT:

As the CTC, it is incumbent upon LYNX to establish cost-efficiencies in service delivery. Partnerships with Human Services agencies in Orange, Seminole and Osceola counties will allow LYNX to leverage the Agency's resources and mitigate possible additional costs associated with LYNX providing the services through our ACCESS LYNX program.

Through pass-through funding and the direct provision of transportation services by human services agencies, additional transportation services and transportation options can be provided to the transportation disadvantaged citizens of our service area.

For every trip provided by our partner Human Service Agencies that would have otherwise been provided by our ACCESS LYNX program, LYNX will recognize a savings of approximately \$37 per trip.

TRANSPORTATION DISADVANTAGED COORDINATION CONTRACT

This Contract (the "Contract") is made and entered into by and between the Central Florida Regional Transportation Authority d/b/a LYNX (the "Authority"), a body politic and corporate created by Part II, Chapter 343, Florida Statutes, and _____, a Florida non-profit corporation (hereafter designated as "Agency").

WITNESSETH:

WHEREAS, the Authority is an agency created by Part II, Chapter 343, Florida Statutes, and is authorized to plan, develop, own, purchase, lease and otherwise maintain, operate and manage a regional public transportation system and public transportation facilities in its tri-county service area, including Orange, Seminole and Osceola Counties, and provide services for the transportation disadvantaged; and

WHEREAS, the Authority has been designated as the Community Transportation Coordinator (the "Coordinator") (as defined in Chapter 427, Fla. Stat. (1991) (the "Act") and Rule 41-2, Fla. Admin. Code (the "Rule")), by the Commission for the Transportation Disadvantaged (the "CTD"), whose address is 605 Suwannee Street, MS-49, Tallahassee, Florida 32399-0450, Attention: Executive Director, to serve as Coordinator for its tri-county service area pursuant to the terms of the Memorandum of Agreement between the CTD and the Authority, Contract No. TD0875, with an effective date of July 1, 2008 (the "Memorandum"), a copy of which is available upon request; and

WHEREAS, the Authority, acting as the Coordinator, is required under the Rule to enter into a coordination contract with those organizations or agencies, such as the Agency, who receive transportation disadvantaged funds and who can perform and deliver transportation disadvantaged services more effectively and efficiently on their own; and

WHEREAS, the Agency, as a condition of receiving financial assistance and to comply with the Act and applicable rules and regulations, is required to coordinate its delivery of transportation services with the Coordinator pursuant to the terms and conditions of this Contract.

NOW, THEREFORE, in consideration of the premises herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Authority and the Agency agree as follows:

1. Recitals:

- 1.01 The recitals set forth above are true and correct and are incorporated herein by reference.
- 1.02 The Authority and Agency wish to establish this Contract to evidence their respective compliance with the Act, the Rule and other applicable state or federal laws.

1.03 Agency's Obligations:

- 1.04 The Agency enters into this Contract with the understanding that it is the duty of the Coordinator to ensure that transportation disadvantaged persons in the tri-county area are provided transportation services that are safe, efficient, cost-effective and are not duplicative or fragmented. This responsibility entails reporting requirements, financial and service monitoring, and safety monitoring.
- 1.05 The Agency shall provide certain transportation services in accordance with the terms and conditions of this Contract, the scope of which are described in the approved Scope of Services and Rate Structure ("Scope of Services") attached hereto as Exhibit "A", and made a part hereof (the "Transportation Services").
- 1.06 The Transportation Services shall be delivered in Orange, Seminole, and/or Osceola Counties.
- 1.07 In the delivery of the Transportation Services by the Agency and the performance of all of its obligations pursuant to this Contract, the Agency shall comply with all applicable federal, state and local laws, rules, regulations and requirements, including without limitation the Act, the Rule and, specifically, the following (as such laws, rules, regulations and requirements may be amended or superseded):
- 1.07.01 The Authority's Administrative Rules, as approved and adopted by the Governing Board of the Authority, as available at www.golynx.com (the "Administrative Rules");
 - 1.07.02 The Authority's General Provisions Document, as available at www.golynx.com;
 - 1.07.03 The Authority's Transportation Disadvantaged Service Plan as defined in Rule 41-2.002(16), Fla. Admin. Code (the "TDSP"), available at www.golynx.com;
 - 1.07.04 The safety requirements as specified in Section 341.061(2)(a), Florida Statutes, and Rule 14-90, Fla. Admin. Code;
 - 1.07.05 Applicable local, state and federal laws and CTD policies relating to drug testing, as required in Rule 41-2.006(3), Fla. Admin. Code. The Agency shall conduct drug and alcohol testing for safety sensitive job positions within the coordinated system regarding pre-employment, randomization, post-accident, and reasonable suspicion as

required by the Federal Highway Administration and the Federal Transit Administration;

1.07.06 The standards required by the CTD pursuant to the Memorandum;

1.07.07 The CTD approved standards set forth in Rule 41-2.006 (4), Fla. Admin. Code;

1.07.08 The Agency shall comply with state and federal laws including but not limited to laws regarding discrimination on the basis of sex, race, religion, age, disability, sexual orientation, or national origin. The Agency gives this assurance in consideration of and for the purpose of obtaining funding from the Authority, a recipient of federal financial assistance, and agrees to complete a Civil Rights Compliance Questionnaire if so requested by the CTD or the Authority. The Agency agrees that compliance with the assurance constitutes a condition of continued receipt of or benefit from federal financial assistance, and that it is binding upon the Agency, its successors, subcontractors, transferees, and assignees for the term of this Contract. The Agency shall assure that all operators, subcontractors, subgrantees, or others with whom the Agency arranges to provide Transportation Services are not discriminating against participants or employees in violation of the above statutes, regulations, guidelines, and standards. In the event of failure to comply, the Agency agrees that the CTD or the Authority may, at its discretion, seek a court order requiring compliance with the terms of this assurance or seek other appropriate judicial or administrative relief, to include assistance being terminated and further assistance being denied.

1.07.09 The Agency shall report to the Authority the information required in order for the Authority to satisfy the reporting requirements imposed upon the Authority as the Coordinator, as set forth in Rule 41-2.007, Fla. Admin. Code.

1.08 In order to receive reimbursement for the Transportation Services, which shall be made on a monthly basis, the Agency shall submit an invoice to the Authority by the 10th of each month during the term of this Contract, together with the monthly ridership report for the prior month in the form attached hereto as Exhibit "B" and incorporated by reference ("Monthly Ridership Report").

- 1.09 Return to the Authority any acquired profits or surplus funds originating pursuant to this Contract that are beyond the amount(s) specifically identified and approved in the TDSP or provided in this Contract.
- 1.10 At the end of the term of this Contract and any renewal terms, the Agency shall submit an annual operating report detailing demographic, operational, and financial data regarding the Transportation Services and a project evaluation report to the Authority, in such form as may be prescribed by the Authority or the CTD.
- 1.11 The Agency may not subcontract all or any portion of the Transportation Services to any person, organization or entity without the prior written approval of the Authority, which may be granted or withheld in the Authority's discretion. In the event that the Agency uses any subcontractor in the delivery of the Transportation Services approved by the Authority ("Subcontractor"), the Agency shall ensure that the Subcontractor complies with all terms, conditions, obligations and requirements set forth in this Contract.
- 1.12 The Agency shall report all accidents which occur during the term of this Contract relating to the Transportation Services and/or out of the scope of this Contract. Accidents involving a fatality or fatalities must be reported to the Authority as soon after such accident as possible under the circumstances, but not more than twenty-four (24) hours after the Agency becomes aware of the fatal accident. Any other accident, those not involving a fatality or fatalities, with over \$1,000.00 in property damages, or personal injury that requires evacuation to a medical facility or a combination of both, must be reported to the Authority not more than forty-eight (48) hours after the Agency becomes aware of the accident. Copies of any accident report or reports prepared or received by the Agency as a result of any accident must be sent to the Commission upon receipt or preparation of the report.
- 1.13 The Agency shall safeguard information by not using or disclosing any information concerning a user of Transportation Services under this Contract for any purpose not in conformity with the local, state and federal regulations (45 C.F.R., Part 205.50), except upon order of a court, written consent of the recipient, or his/her responsible parent or guardian when authorized by law.
- 1.14 Authority's Rights and Obligations:
- 1.15 The Authority shall have no responsibility under this Contract to provide or broker Transportation Services to or for the Agency's clients.
- 1.16 The Authority shall be entitled to include Agency-sponsored trip and mileage data in the Annual Operating Report to the CTD. The number of

trips and miles included in this report are two (2) of four (4) equally weighted criteria used to determine the amount of the Trip and Equipment Grant awarded monthly to the Authority as Coordinator.

- 1.17 The Authority may review the Agency's operations and recommend changes with regard to personnel and employment practices of the Agency or its Subcontractors who are directly or indirectly providing Transportation Services under this Contract.
- 1.18 The Authority shall have the right on its own behalf or on behalf of the Agency, to review the personnel files of any safety sensitive employee having contact with paratransit customers or clients, in accordance with applicable laws.
- 1.19 The Authority may require that the Agency remove certain vehicles(s) from service which the Authority regards as unsuitable for service in accordance with applicable laws, rules regulations or standards.
- 1.20 Failure to comply with the Authority's recommendations may result in disallowance or cessation of funding for the Transportation Services.
- 1.21 The Authority shall have the right to inspect and audit the Agency's books and records, and those of its subcontractors, which are related to and attributed to the Agency's delivery of Transportation Services contemplated under this Contract, which right shall survive termination or expiration of this Contract as necessary to comply with the requirements of the CTD regarding retention and auditing of documents.
- 1.22 The Authority shall reimburse the Agency for the Transportation Services in accordance with the rate structure set forth in the Scope of Services, on a monthly basis. The Authority shall pay the Agency's invoice within seven (7) days of receipt of same together with the Monthly Ridership Report; provided, however, that the Authority may request additional documentation from the Agency prior to payment of any invoice from the Agency. The Authority may disallow and deduct any cost for which proper documentation is not provided.
- 1.23 The following Authority representatives (individually, an "Authorized Representative" and collectively, the "Authorized Representatives") are the authorized representatives of the Authority for purposes of this Contract: (i) the Chief Executive Officer; (ii) the Chief Financial Officer; (iii) the Chief Operating Officer; (iv) the Manager of Procurement and Contracts; and (v) any other representative specifically designated by the Authority. The designation described in (v) must be made in a signed writing by one of the Authorized Representatives identified in (i) – (iv), and delivered to the Agency before it can be relied upon. The Authorized Representatives, as well as all other officers, employees, executives,

agents and representatives of the Authority, have only such authority to act on behalf of and bind the Authority to the extent granted to such individual by the Authority's Governing Board, and no apparent authority of any such individual shall be binding upon the Authority.

1.24 Contract Term:

1.25 The term of this Contract shall be for a period of one year, commencing on October 1, 2009 and terminating on September 30, 2010.

1.26 Contract Termination:

1.27 This Contract may be terminated under the following situations:

1.27.01 Notwithstanding any other provision hereof, this Contract may be terminated by the Agency if it no longer provides Transportation Services to its clients, and the Agency has otherwise fulfilled all of its obligations under this Contract, by giving 20 days notice of said fact to the Authority.

1.27.02 If the Agency has made any misrepresentation in this Contract, this Contract may be terminated at the sole option of the Authority.

1.27.03 If the Agency is adjudicated bankrupt or files for bankruptcy or is placed in bankruptcy, or ceases to have legal existence, this Contract may be terminated at the sole option of the Authority.

1.27.04 Upon completion of the performance obligations of the Authority and the Agency, as set forth herein, this Contract may be terminated at the sole option of the Authority.

1.27.05 The Authority may terminate this Contract upon notice to the Agency in the event of termination of the Memorandum or the status of the Authority as Coordinator is otherwise terminated.

1.28 Termination for Default:

1.28.01 The Authority may, by written notice of default to the Agency, terminate the whole or any part of this Contract if the Agency fails to perform its obligations hereunder within the time specified herein or any extension thereof, or if the Agency acts in such a manner as to endanger its clients.

1.28.02 Termination shall occur if, in either of the foregoing circumstances, the Agency does not cure such default in

performance obligations within a period of ten (10) days (or such longer period as the Authority, acting through its Authorized Representative, may authorize in writing) after receipt of written notice from the Authority, acting through its Authorized Representative, specifying such failure.

1.28.03 If this Contract is terminated in whole or in part for default on the part of the Agency, the Authority may report the incident to the appropriate state or federal agencies.

1.28.04 Waiver by the Authority of a breach of any provision of this Contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Contract, and shall not act as a waiver or estoppel to enforcement of any provision of this Contract. The provisions herein do not limit the Authority's right to remedies at law or equity.

1.29 Termination for Convenience:

1.29.01 The Authority shall have the right to terminate this Contract upon twenty (20) calendar days written notice to the Agency, whenever the Authority, in its absolute discretion, acting through its Authorized Representative, shall determine that such termination is in the best interest of the Authority, without necessity for cause. Any such termination shall be effected by delivery of a notice of termination by the Authority to the Agency, specifying the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective.

1.30 Dispute Resolution:

1.31 The parties mutually acknowledge and agree that this Contract shall be construed in accordance with the laws of the State of Florida, without regard to the internal law of Florida regarding conflicts of law. Any controversy or claim arising out of or relating to this Contract, or the breach thereof (collectively, a "Legal Dispute") may, at the option of the Authority, be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Any such arbitration shall be held in Orange County, Florida. If the Authority does not elect to settle any Legal Dispute by arbitration, then any action, suit or proceeding arising in connection with any such Legal Dispute shall be brought in the exclusive jurisdiction of the 9th Judicial Circuit of the State of Florida or

the United States District Court for the Middle District of Florida, Orlando Division. Nothing in this paragraph shall in any way limit the right of the Authority to terminate this Contract under paragraph 5 hereof.

1.32 Insurance and Indemnification:

- 1.33 Throughout the term of this Contract, the Agency shall procure and maintain, at its sole expense, general liability insurance sufficient to comply with the minimum insurance requirement of \$100,000 per person and \$200,000 per incident as set forth in Rule 41-2.006, F.A.C., and name the Authority and the CTD as additional insured parties with respect thereto.
- 1.34 The Agency shall procure and maintain, throughout the term of this Contract, Worker's Compensation Insurance providing statutory benefits as provided under the Worker's Compensation Act of the State of Florida and/or any other state or federal law or laws applicable to the Agency's employees.
- 1.35 The Agency shall procure and maintain throughout the term of this Contract Comprehensive Automobile Liability insurance covering all owned or hired and all non-owned vehicles used in connection with the Transportation Services with limits of liability not less than \$100,000 each person and \$300,000 each accident and \$100,000 each occurrence for property damage, or a combined single limit for bodily injury and property damage of \$500,000. Such insurance shall name the Authority and the CTD as additional insured parties.
- 1.36 An insurance company satisfactory to the Authority and licensed to do business in the State of Florida shall write all insurance described in this Contract. All policies of insurance required herein shall be endorsed to LYNX waiving the insurer's rights of recovery against LYNX, whether by way of subrogation or otherwise. All insurance shall be provided by insurance companies with a Best's Rating of B+ or better, and shall otherwise be acceptable to LYNX. Companies issuing the required insurance policies and the Contractor shall have no recourse against the Authority for payment of any premiums or assessments for any deductibles, all such premiums and deductibles being the sole responsibility of the Agency. Notwithstanding the foregoing, the Authority reserves the right to increase the insurance requirements upon notice to the Agency. The Agency shall provide the Authority with a copy of insurance certificate(s) demonstrating the satisfaction of the requirements set forth herein in form acceptable to the Authority, as and when requested by the Authority. In the event that the Agency fails to obtain and maintain the insurance required herein, the Authority shall have the right to procure such insurance on behalf of the Agency and be

reimbursed by the Agency for the costs associated therewith or withhold such amounts from funding to the Agency hereunder.

- 1.37 Insurance policies and certificates shall specifically require that a thirty (30) day notice of cancellation, nonrenewal or changes in the limits of liability in the insurance policy be given to the Authority and the CTD.
- 1.38 If any part of the Transportation Services is subcontracted as approved by the Authority hereunder, the Contractor shall require any and all Subcontractors performing Transportation Services under the Contract to carry insurance of the type and limits of liability required above. In the event that a Subcontractor is unable to furnish adequate insurance as provided above, the Contractor shall endorse the Subcontractor as an additional insured. The Contractor shall obtain and furnish to the Authority certificates of insurance evidencing Subcontractors' insurance coverage.
- 1.39 The Agency understands that in performing the Transportation Services hereunder, it will be responsible for the consequences of its own actions. Therefore, the Agency agrees to be responsible for, and assume the defense of and indemnify, defend and save harmless the Authority, and the Authority's officers, directors, employees, agents and representatives, and the heirs, executors, successors and assigns of each of the foregoing, from all claims, demands, judgments, liability, loss or damage (at law or in equity), including without limitation all appeals, administrative actions, bankruptcy actions and intellectual property infringements (including, without limitation, amounts paid in settlement, costs of investigation and reasonable attorneys' and paralegals' fees and expenses) directly or indirectly arising out of or related to the performance of the Transportation Services hereunder, including, without limitation, any acts or omissions with respect thereto, by the Agency and/or any Subcontractor, or resulting from the use of any equipment, machinery, or other property of the Agency or the Authority. Furthermore, the Agency shall indemnify and hold harmless the CTD and its members, officers, agents, and employees; purchasing agency/entity officers, agents, and employees; and the local, state, and federal governments from any claim, loss, damage, cost, charge or expense arising out of any act, action, neglect or omission by the Agency during the performance of this Contract, whether direct or indirect, and whether to any person or property to which the CTD or said parties may be subject, except that neither the Agency nor any of its Subcontractors will be liable under this Section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the CTD or any of its members, officers, agents or employees; purchasing agency/entity, officers, agents, and employees; and local, state, or federal governments. Nothing herein is intended to serve as a waiver of sovereign immunity by the Authority, the CTD or any agency/entity to which sovereign immunity may be applicable. Nothing

herein shall be construed as consent by a state agency/entity or political subdivision of the State of Florida or the federal government to be sued by third parties in any matter. Notwithstanding the foregoing, pursuant to Section 768.28, Florida Statutes, no agency or subdivision of the state shall be required to indemnify, insure, or assume any liability for the Authority's or the CTD's negligence.

1.40 The Authority reserves the right to use legal counsel designated by it and to approve the counsel selected by the Agency in performing its obligations under this provision.

1.41 Litigation; Attorney's Fees and Costs:

1.42 The prevailing party shall be entitled to reasonable attorneys' fees and court costs in the event of any administrative or civil litigation with regard to the performance obligations of this Contract, to the extent permitted by law.

1.43 The term "litigation" includes without limitation any eligibility determination proceedings, administrative proceedings, civil suit and any appeals related thereto, pre-trial matters, arbitration, mediation and bankruptcy proceedings.

1.44 Public Records:

1.45 The Authority is an agency of the State and is subject to Florida's government in the Sunshine Law, Chapter 286, Florida Statutes (the "Sunshine Law") and the Public Records Act, Chapter 119, Florida Statutes (the "Public Records Act"). It is possible that the Agency and any Subcontractor, as a result of this Contract, may also be subject to the Sunshine Law and the Public Records Act and, if so, the Agency will promptly respond in accordance with the statute to any and all third party requests for "public records," as that term is defined in the Public Records Act, and shall cause any Subcontractor to so respond. In regard to any such request, the Agency will promptly notify the Authority. The Authority's determination as to the necessity of such response shall be presumptively correct.

1.46 Notices:

All notices pursuant to this Contract shall be made to the addresses listed below:

1.47 The Agency's primary point of contact for daily operations of the Transportation Services pursuant to this Contract _____.

The Agency may appoint other individuals upon written notice to, and approval by, the Authority. The Agency shall provide written notice to the

Authority promptly with respect to any changes to the aforesaid contact information.

1.48 As of the date hereof, but subject to the other provisions set forth herein, the Authority designates Sue Masselink (the “Contracting Officer”) with respect to the Authority's performance of this Contract, and who will also serve as the primary point of contact for operational issues. The address for notices to the Authority under this Contract is LYNX, 455 North Garland Avenue, Orlando, Florida 32801, Attention: Sue Masselink - Phone 407-254-6076; Fax 407-254-6142; email: smasselink@golynx.com. The Authority may change such designation upon written notice to the Agency.

1.49 Miscellaneous:

1.50 Captions and Heading. Whenever herein the singular or plural is used the same shall include the other where appropriate. Words of any gender shall include other genders when the context so permits.

1.51 Number and Gender. This Contract may be executed in a number of identical counterparts each of which is an original and all of which constitute collectively one agreement. In making proof of this Contract in any legal action, it shall not be necessary to produce or account for more than one such counterpart.

1.52 **WAIVER OF JURY TRIAL. EACH PARTY HEREBY AGREES NOT TO ELECT A TRIAL BY JURY OF ANY ISSUE TRIABLE OF RIGHT BY JURY, AND WAIVES ANY RIGHT TO TRIAL BY JURY FULLY TO THE EXTENT THAT ANY SUCH RIGHT SHALL NOW OR HEREAFTER EXIST WITH REGARD TO THE CONTRACT DOCUMENTS, OR ANY CLAIM, COUNTERCLAIM OR OTHER ACTION ARISING IN CONNECTION THEREWITH. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS GIVEN KNOWINGLY AND VOLUNTARILY BY EACH PARTY, AND IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A TRIAL BY JURY WOULD OTHERWISE ACCRUE.**

1.53 Assignment. The Authority has selected the Agency to perform the Transportation Services based in substantial part on the personal qualifications of the Agency; as such, the Agency may not assign, transfer or subcontract any right or obligation of this Contract in whole or in part, without the prior written consent of Authority, which consent may be granted or withheld in the sole discretion of Authority. Any assignment or transfer of any obligation under this Contract without the prior written consent of Authority shall be void, *ab initio*, and shall not release the Agency from any liability or obligation under this Contract, or cause any

such liability or obligation to be reduced to a secondary liability or obligation.

- 1.54 Survival. Should any provision of this Contract be determined to be illegal or in conflict with any law of the State of Florida, the validity of the remaining provisions shall not be impaired.
- 1.55 No Third-Party Beneficiary. It is specifically agreed that this Contract is not intended by any of the provisions of any part of this Contract to establish in favor of any other party, the public or any member thereof, the rights of a third-party beneficiary hereunder, or to create or authorize any private right of action by any person or entity not a signatory to this Contract to enforce this Contract or any rights or liabilities arising out of the terms of this Contract.
- 1.56 Amendment of Contract. This Contract may not be modified or amended without the prior written consent of the party to be charged by said amendment or modification. This provision may not itself be changed orally. The Agency specifically is aware and understands that any modification or amendment to this Contract shall require the approval of the Authority's Governing Board or the approval of the appropriate Authority officer, as designated in the Administrative Rules.
- 1.57 Further Assurances. The parties shall, at their own cost and expense, execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to evidence or carry out the intent and purposes of this Contract. This provision shall survive the expiration or termination of this Contract.
- 1.58 Entire Contract. This Contract, together with any exhibits or attachments hereto, constitutes the entire agreement between the parties.
- 1.59 Authority Approval: This Contract, including the exhibits and attachments hereto, is contingent upon the approval by the Authority's Governing Board.

[SIGNATURES BEGIN ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be duly executed on their behalf, in manner and form sufficient to bind them as of the effective date thereof.

CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY
d/b/a LYNX

By: _____
Print Name: _____
Title: _____

Seal:

ATTEST: _____
Assistant Secretary

Approved as to Form:

This Contract is approved as to form only for execution by the Authority and this approval is not to be relied upon by any other person (including the Agency) or for any other purpose.

AKERMAN SENTERFITT

By: _____
Name: _____
Title: LYNX General Counsel

Seminole Behavioral Healthcare, a Florida non-profit corporation

By: _____
Name: _____
Title: _____

ATTEST: _____
Agency Clerk/Secretary/Asst. Secretary

Action Agenda Item #7.A

To: LYNX Board of Directors

From: Edward Johnson
CHIEF ADMINISTRATIVE OFFICER
Tony Walter
(Technical Contact)
Jerry Bryan
(Technical Contact)

Phone: 407.841.2279 ext: 6058

Item Name: Authorization to Implement the Proposed Service Changes and Service Efficiencies Effective December 6, 2009

Date: 9/24/2009

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to implement service changes effective December 6, 2009.

BACKGROUND:

PUBLIC PARTICIPATION PROCESS

Public Workshops

On July 23, 2009 staff received authorization from the Board of Directors' to initiate the Public Participation Process for consideration of proposed service changes for December 6, 2009. A total of six public workshops were held between August 7, 2009 and August 27, 2009. Customers and staff were able to obtain input on the service changes and the elimination of the Link 47 through the following public workshop locations:

Friday, August 7, 2009
Tuesday, August 18, 2009
Wednesday, August 19, 2009
Tuesday August 25, 2009
Wednesday August 26, 2009
Thursday August 27, 2009

Oviedo City Hall, Oviedo
Pine Hills Community Center, Orlando
Seminole County Administration Building, Sanford
Osceola County Administration Building, Kissimmee
LYNX Central Station, 2nd Floor Meeting Room, Orlando
Poinciana Community Center, Poinciana

Public Workshops	Number Of Attendees	Comment Cards Received - December Service Change	Comment Cards Received - Other
Oviedo 8/07/09	14	2	0
Pine Hills 8/18/09	5	0	0
Sanford 8/19/09	7	0	0
Kissimmee 8/25/09	4	0	0
Orlando 8/26/09	19	1	5
Poinciana 8/27/09	1	0	0
Total	50	3	5

Public Hearing(s)

LYNX held one public hearing Friday August 28, 2009, at Oviedo City Hall regarding the Link 47 elimination and replacement with Link 622, PickUp Line service.

The public hearing comment period on the proposed service change for the Link 47, ran from August 7, 2009 through close of business on September 18, 2009. Public notices for the workshops and public hearing were published in the Orlando Sentinel for Orange, Seminole and Osceola Counties and El Sentinel and ads in Maitland and Oviedo local. Notices were also placed on LYNX buses, at LYNX Central Station terminal lobby, LYNX Central Station reception lobby and in bus bays via a banner. Staff notified key businesses and housing areas along the routes/corridors via mail-outs.

The general public was invited to comment on the proposed service changes at the public workshops and at the public hearings in front of the general public, privately to a court reporter who was in attendance at the hearings, via the LYNX website, or by calling (407) 254-6150 to a voice mailbox system in both English and Spanish.

Staff compiled all responses from all sources during the Public Participation Process and the following are the findings:

Public Hearing	Attendees	Comment Cards Received –Service Changes Dec 2009	Comment Cards/Received Other	Speakers
Oviedo 8/28/09	12	0	0	1

In addition LYNX received comments from the telephone comment line and from GoLynx.com

General Comments	LYNX' Hotline Comments Rec'vd		GoLynx.com	
	Dec/changes	Other	Dec/changes	Other
	0	1	4	14

Of the 7 comments received regarding the December 2009 service changes, 2 (28.57%) were for one or more of the proposed changes, 2 (28.57%) were against one or more of the proposed changes and 3 (42.86%) were neutral.

Lake County also held two public hearings regarding proposed reduction in the number of trips on Express Link 204, express service from Lake County to downtown Orlando. This service is funded by Lake County and Florida Department of Transportation via a Service Development Grant and LYNX operates the service under a contract with Lake County. LYNX staff was present at the meetings to answer operational questions. The meetings were:

Monday, August 31, 2009	Clermont City Hall *Express 204
Monday, September 14, 2009	Jenkins Auditorium, Clermont *Express 204

At this time, Lake County does not anticipate a reduction in funding for the Link 204 service, therefore the service will remain as it is presently.

FISCAL IMPACT

All proposed changes have been incorporated into the FY 2010 budget.

Following is a summary of all the proposed services changes:

New Service - Link 603 – Southwest Poinciana (Osceola, Polk County) – New PickUp Line service for Villages 6, 7 & 8 of Poinciana.

New Service - Link 306 – Poinciana/Walt Disney World (WDW) (Orange County/Osceola County): - One am/pm trip between Poinciana and WDW.

Links 300, 301, 302, 303, 304, 305 – 3D (Orange County/Osceola County) - Reroute buses on Disney property to reflect the addition of Link 306.

Link 3-D Deviation (exact route TBD - Orange County) - Provide service to Hilton Park Soleil via route deviation.

Link 103 – North 17/92 Sanford (Seminole County) - Increase frequency from 30 minute to 15 minutes during weekdays.

Link 8 – W. Oakridge Rd/International Dr (Orange County) - Reduce peak hour frequency from 10 minutes to 15 minutes.

Link 102 – Orange Ave./South 17/92 (Orange County) - Efficiency adjustment with no reduction in service. Reduce resources by 1 bus on weekdays.

Link 111 – OIA/Walt Disney World (WDW) (Orange County) - Increase frequency from 60 minutes to 30 minutes every day. Add service to the Downtown Disney West Side Transfer Center.

Link 51 – Conway/Orlando International Airport – Extend the route to serve the Bent Pines area between Hoffner & SR 528.

Link 30 – Colonial Drive Crosstown- Extend the route to serve Winter Garden via SR 50.

Link 319 – Richmond Heights (Orange County) - Efficiency adjustment with no reduction of service. Reroute circuitous routing to/from Washington Shores Super Stop.

Link 443 – Lee Road Crosstown (Orange County) – Move route alignment from Silver Star between Pine Hills Road and Park Promenade to North Lane.

Link 34 – Sanford/Goldsboro (Seminole County) – Eliminate the alternating loop travel and begin bi-directional service. Re-align the service to serve the west side of Sanford via the Health and Human Service facility.

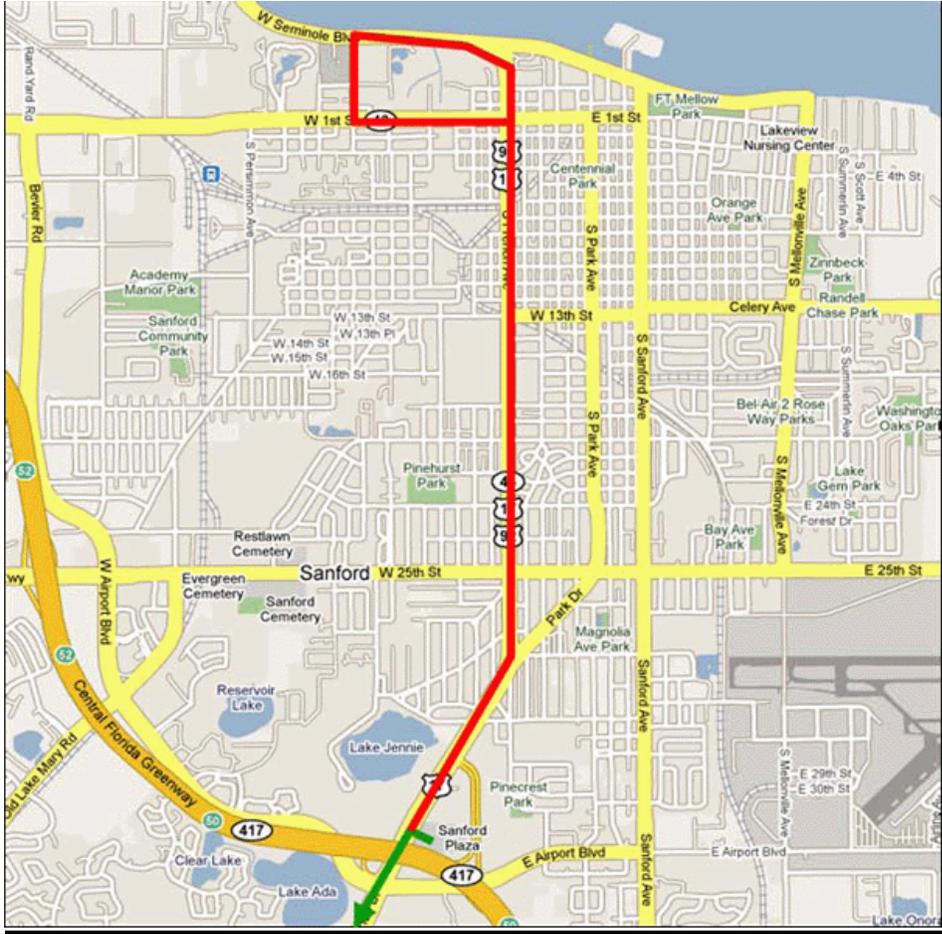
Link 45 – Lake Mary (Seminole County) – Extend service west to serve Convergys and Seminole Community College on International Parkway.

Link 46 – SR 16/Seminole Towne Center (Seminole County) – Re-align the service to serve the east side of Sanford currently covered by Link 34.

Link 47 – Oviedo (Seminole County) – Service to be replaced with an extension of Link 434 from Oviedo Marketplace to UCF on Alafaya Trail, as follows:

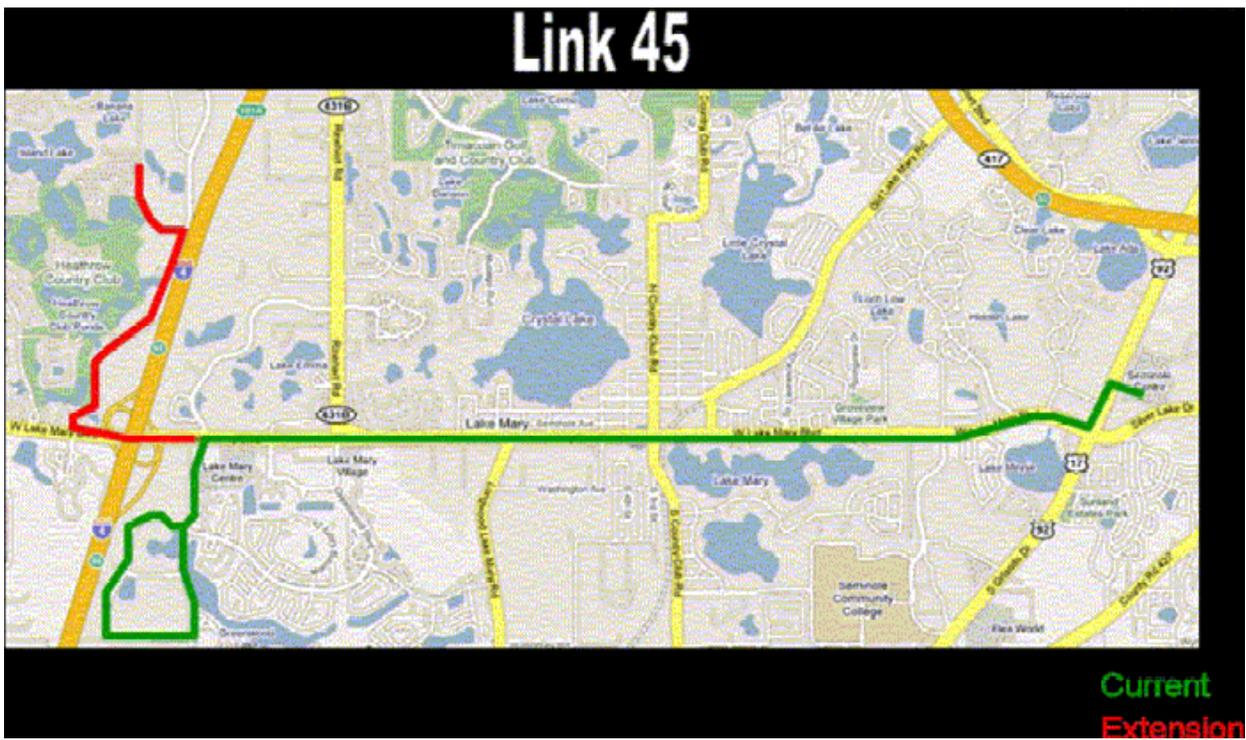
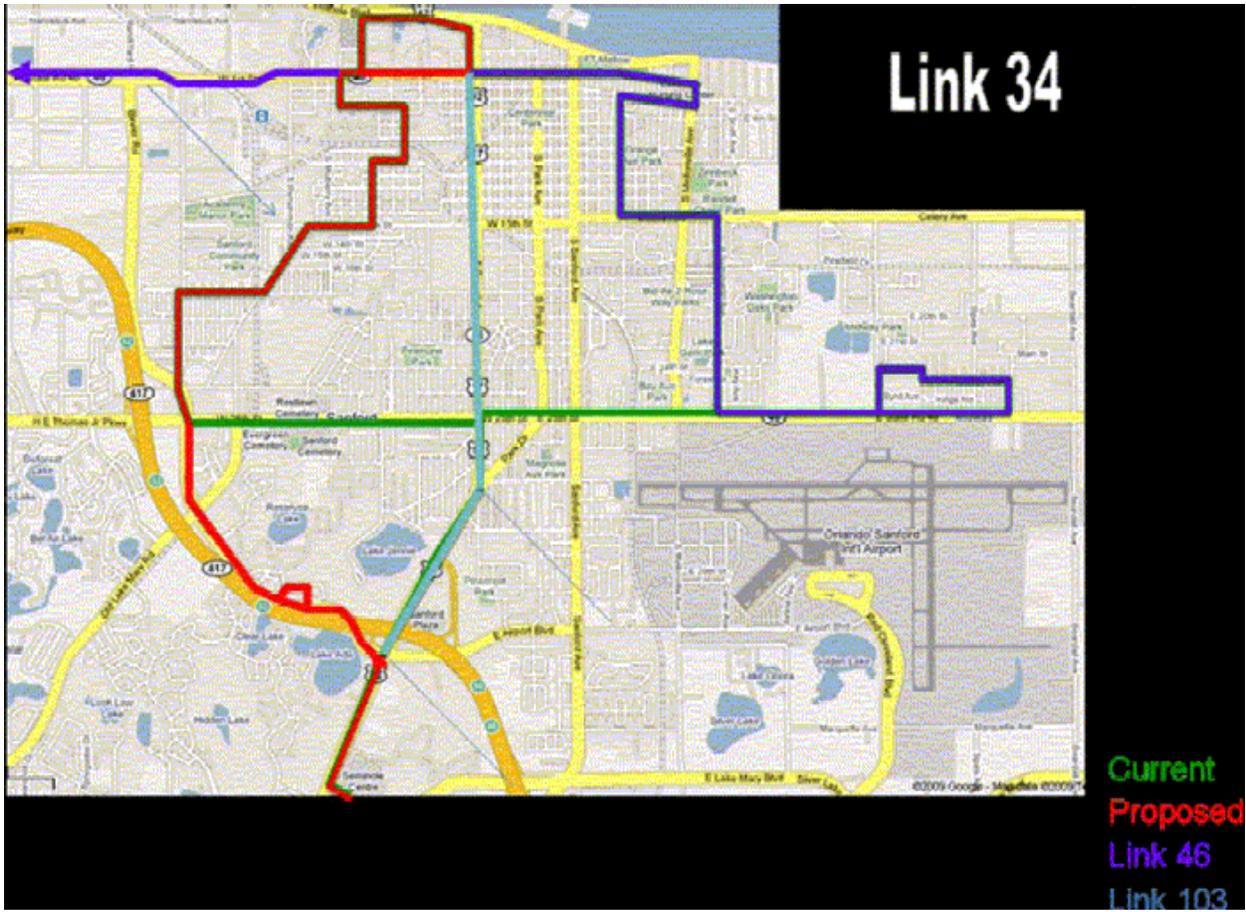
- **Link 622 – Oviedo (Seminole County)** – See Link 47 above. New PickUp Line service for the area east of Alafaya Trail currently served by Link 47.
- **Link 434 – SR 434 Crosstown (Seminole County)** – See Link 47 above. Route will be extended from Oviedo Marketplace to UCF campus on Alafaya Trail.

Link 103 – North 17/92 Sanford (Seminole County) - As part of the increased frequency from 30 minute to 15 minutes as described above, every other Link 103 trip will be extended from Seminole Center to Central Florida Regional Hospital in Sanford via 17-92.

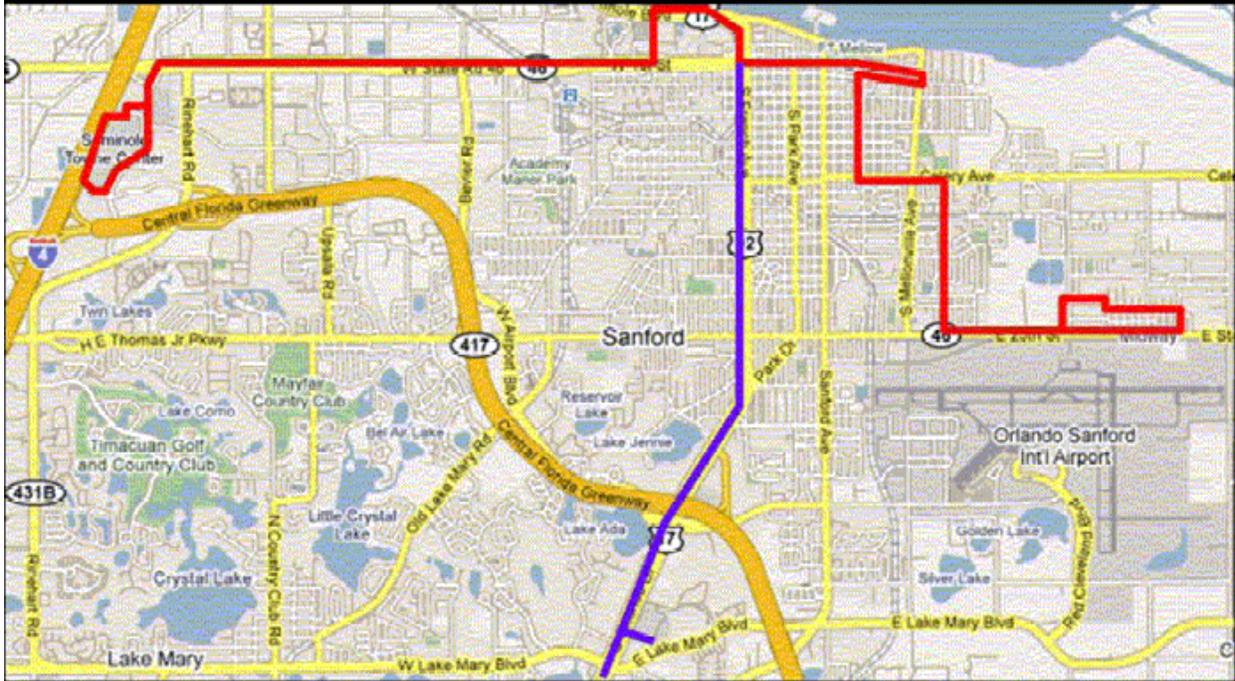


Link 103

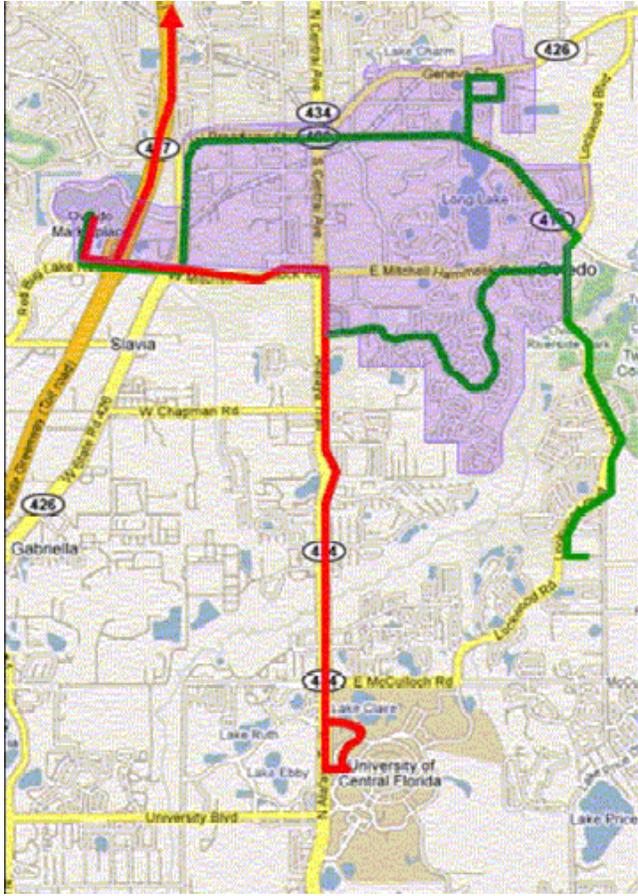
Current
 Link 103
 Extension



Link 46



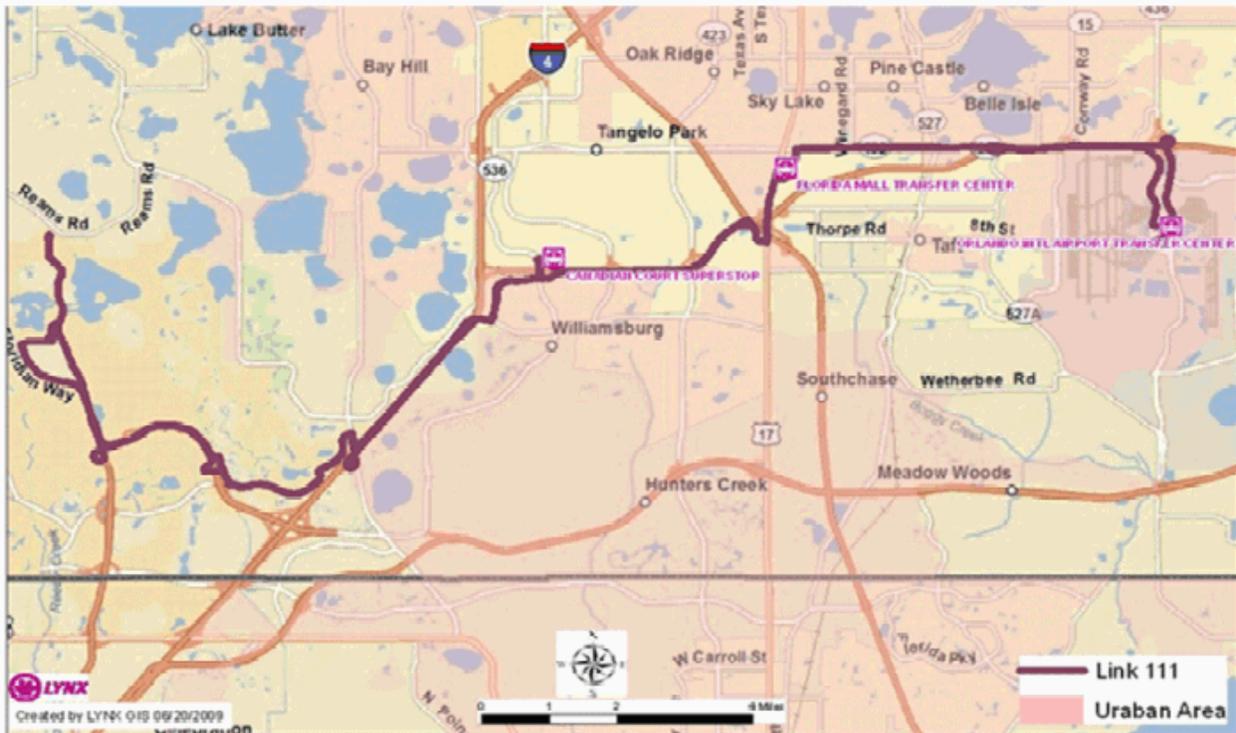
Current
Proposed
Link 103



Link 47

Current
Link 434
Extension
PickUpLine

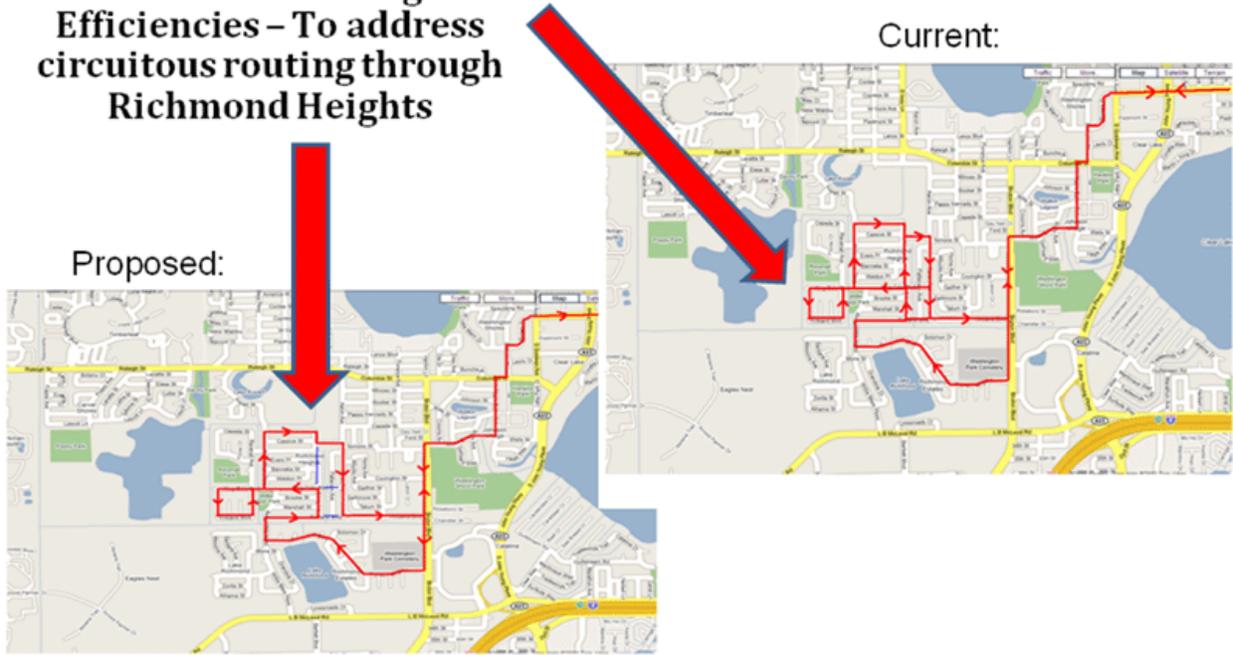
Enhanced Service on Link 111



The Link 111 Service will be improved from 60-minute frequency to 30-minute frequency.

Link 319 – Richmond Heights

**Link 319 Routing
Efficiencies – To address
circuitous routing through
Richmond Heights**

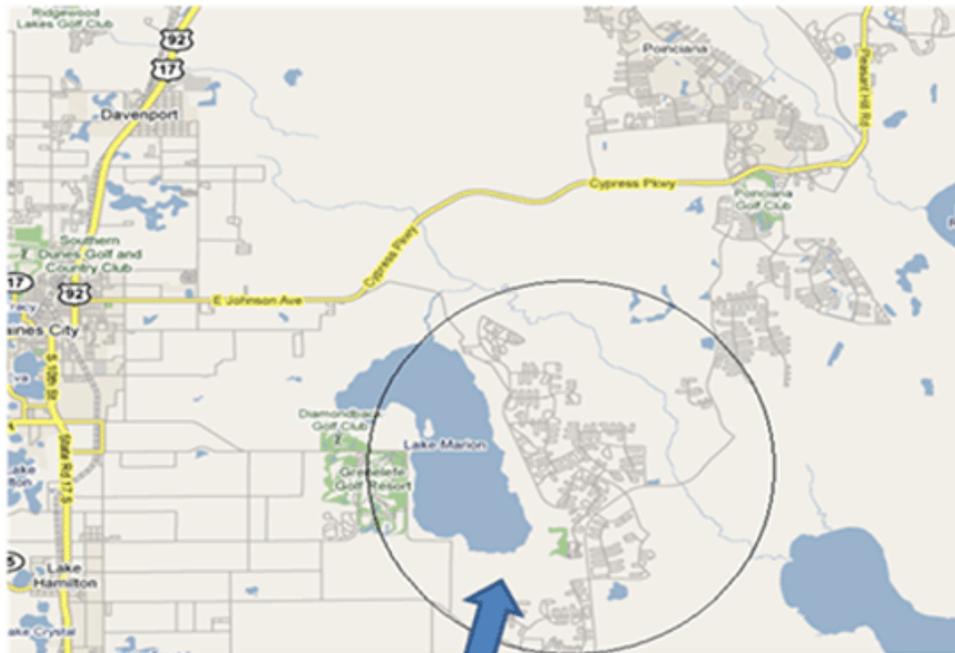


New Service - Link 306



Link 306 will provide service from Poinciana to Disney, as part of the 3-D Link Network.

New Service - Link 603



Link 603 will be a new PickUp Line Service operating in Southwest Poinciana, serving both Osceola & Polk Counties



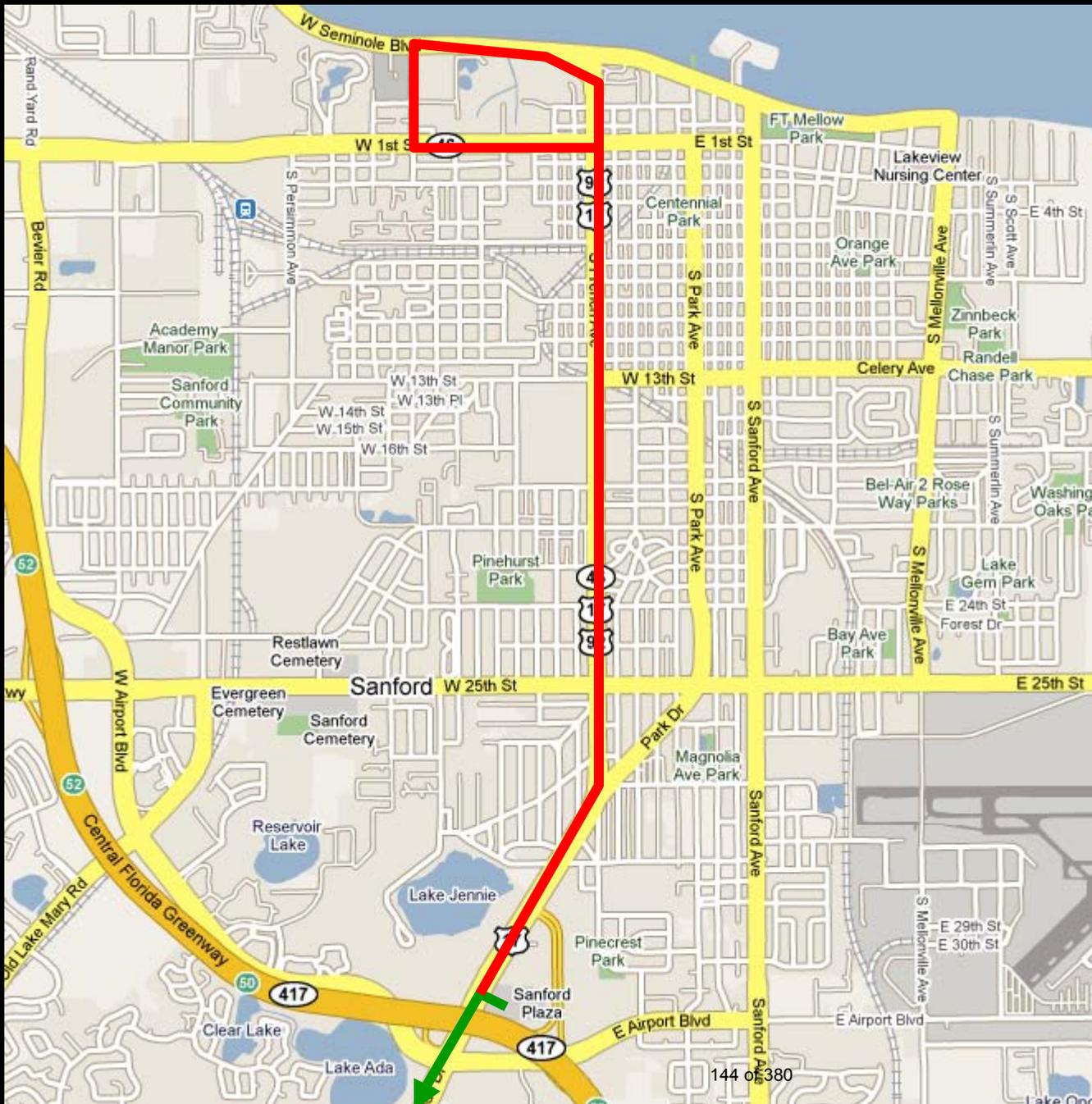
LYNX

Central Florida Regional Transportation Authority

Proposed Service Changes

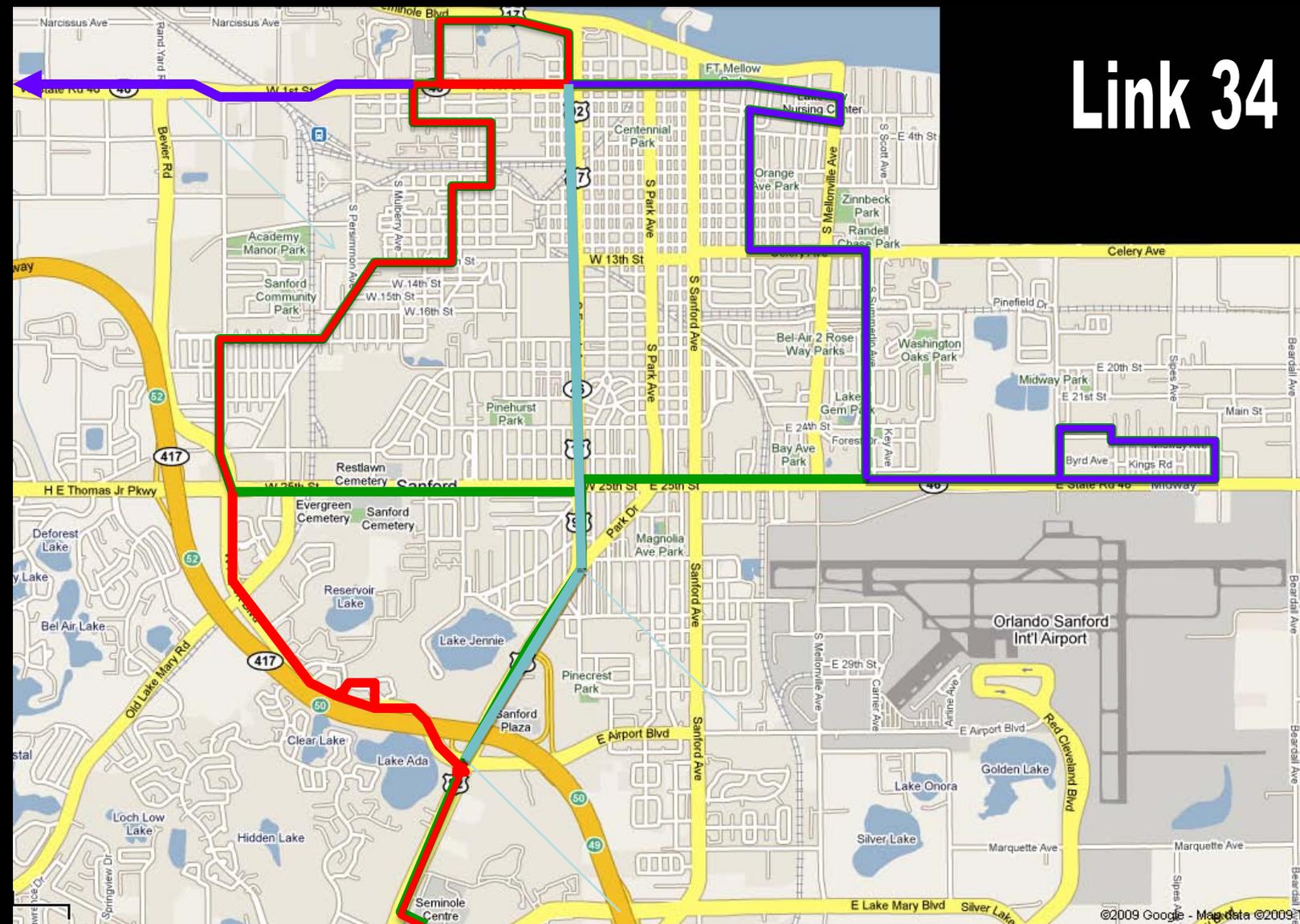
December 2009

Link 103



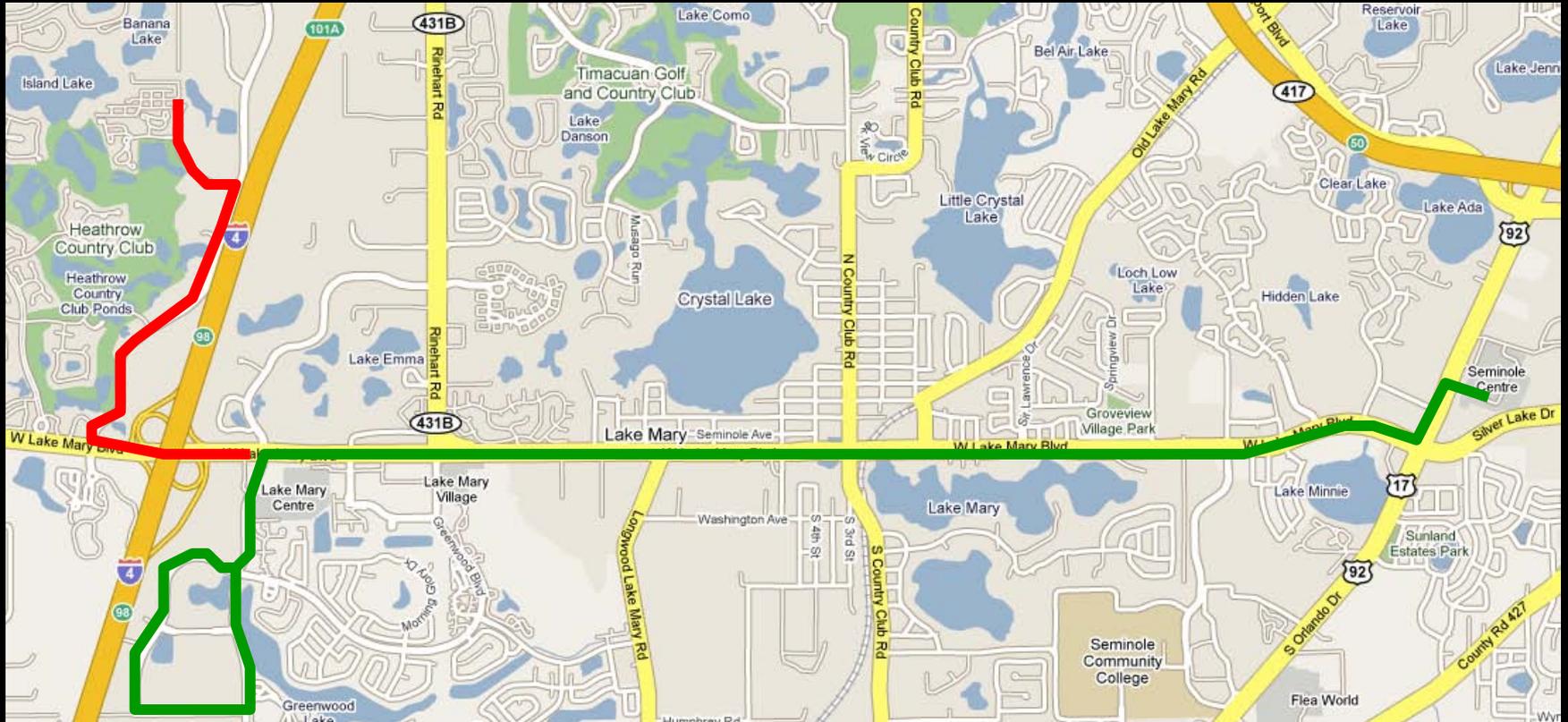
Current
Link 103
Extension

Link 34



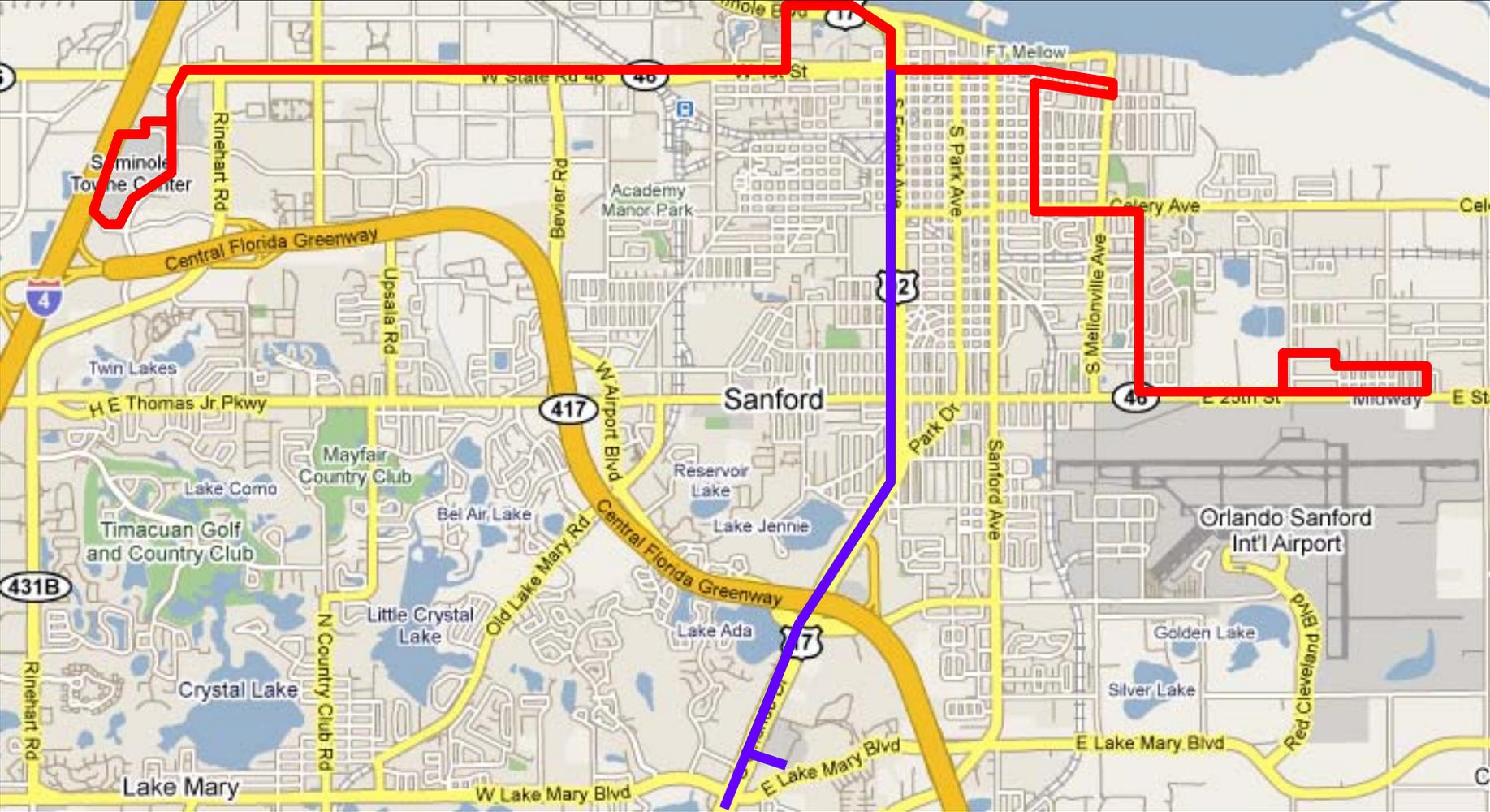
Current
Proposed
Link 46
Link 103

Link 45



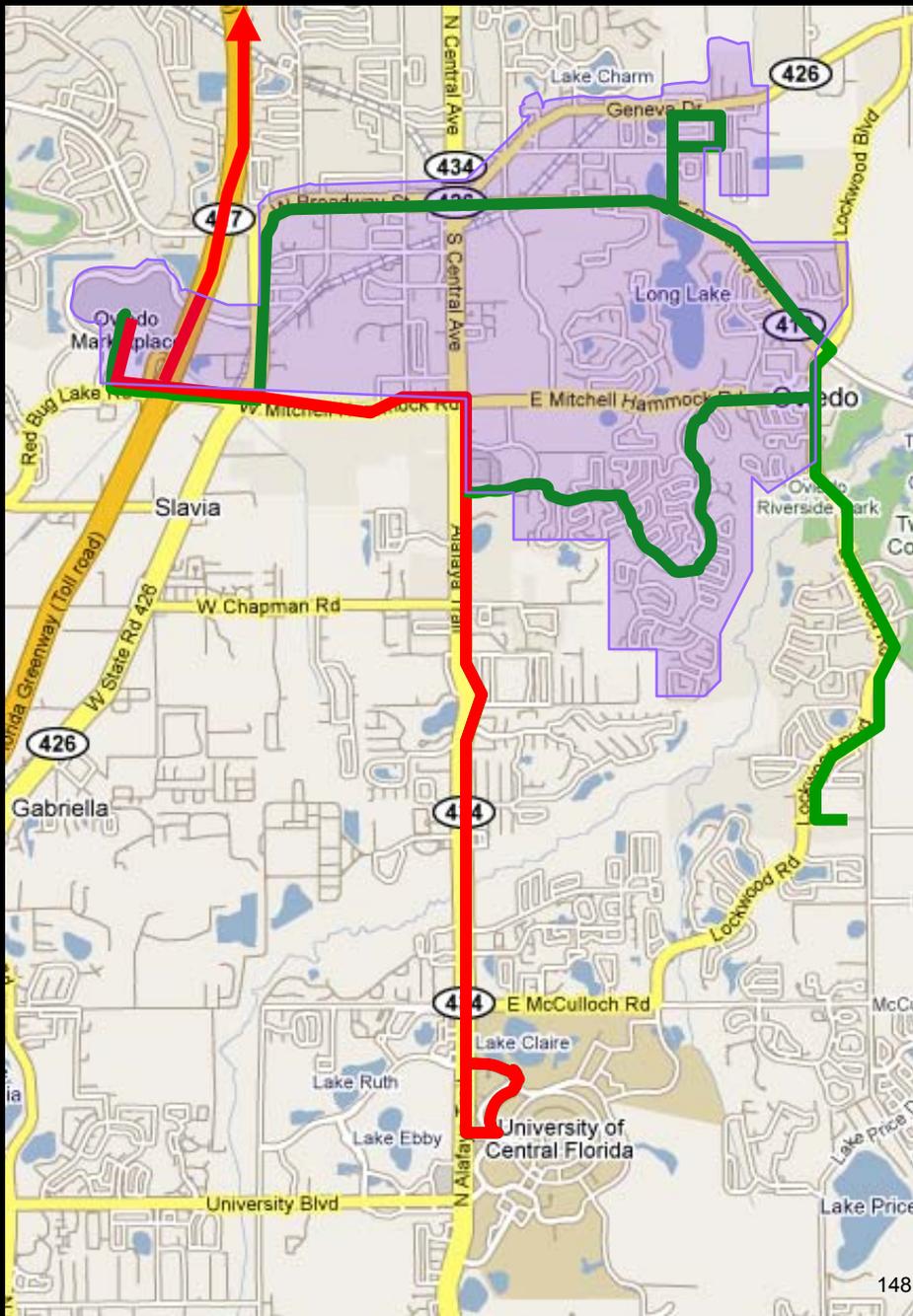
Current
Extension

Link 46



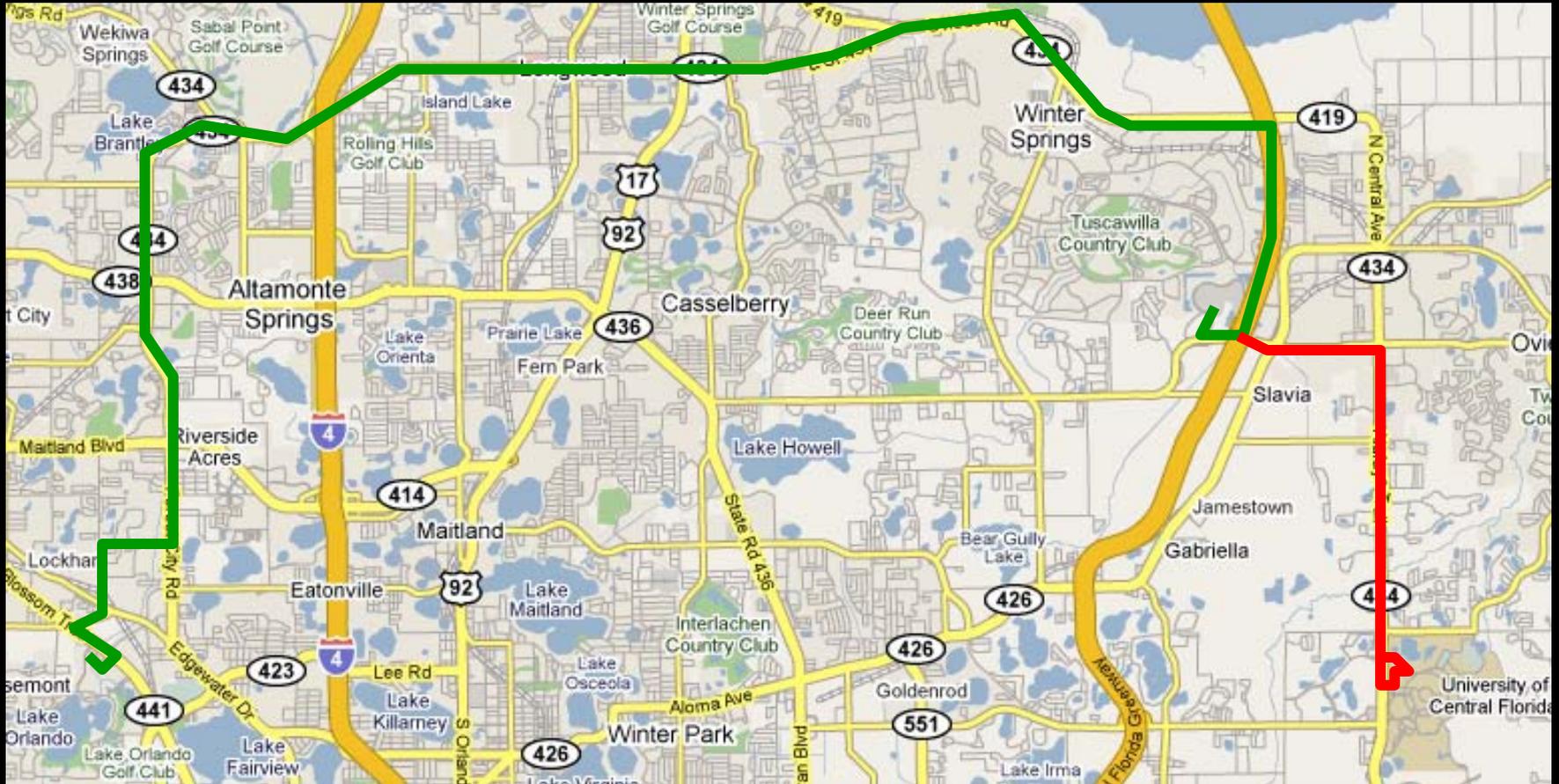
Current
Proposed
Link 103

Link 47



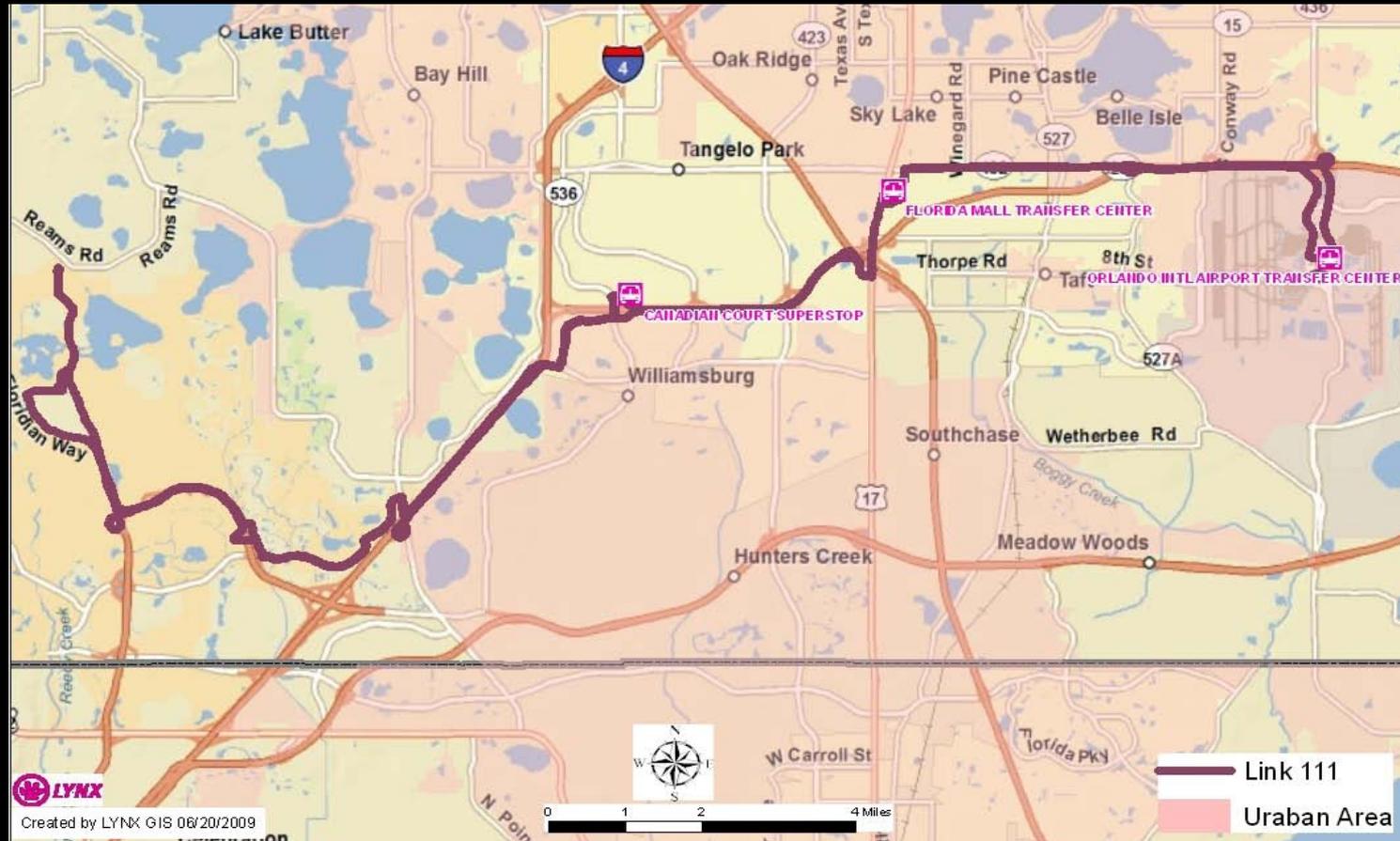
Current
Link 434
Extension
PickUpLine

Link 434



Current
Link 434
Extension

Enhanced Service on Link 111

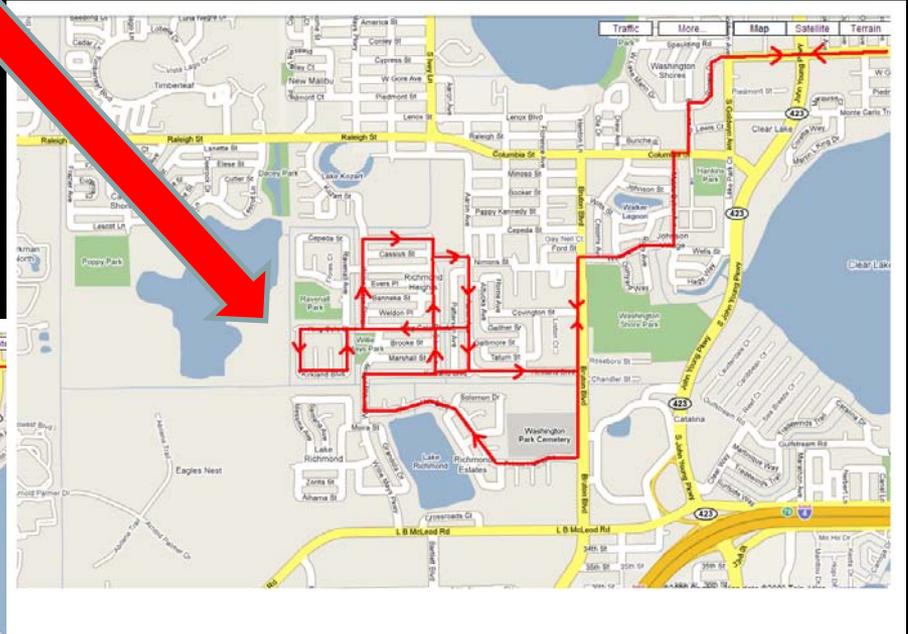


The Link 111 Service will be improved from 60-minute frequency to 30-minute frequency.

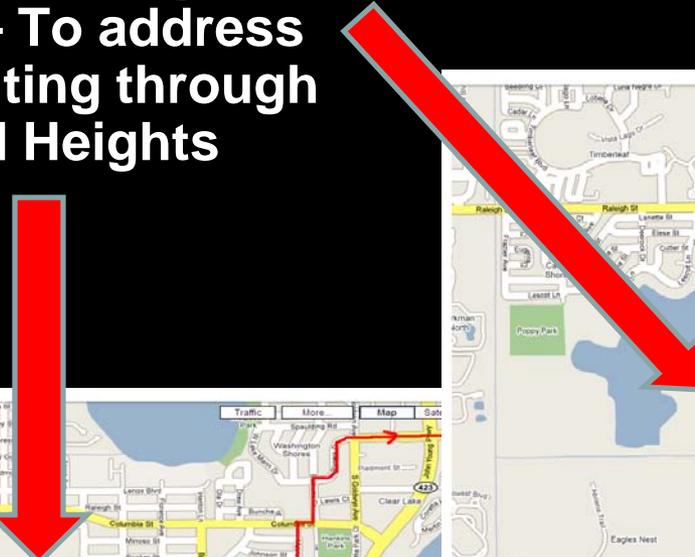
Link 319 – Richmond Heights

Link 319 Routing
Efficiencies – To address
circuitous routing through
Richmond Heights

Current:

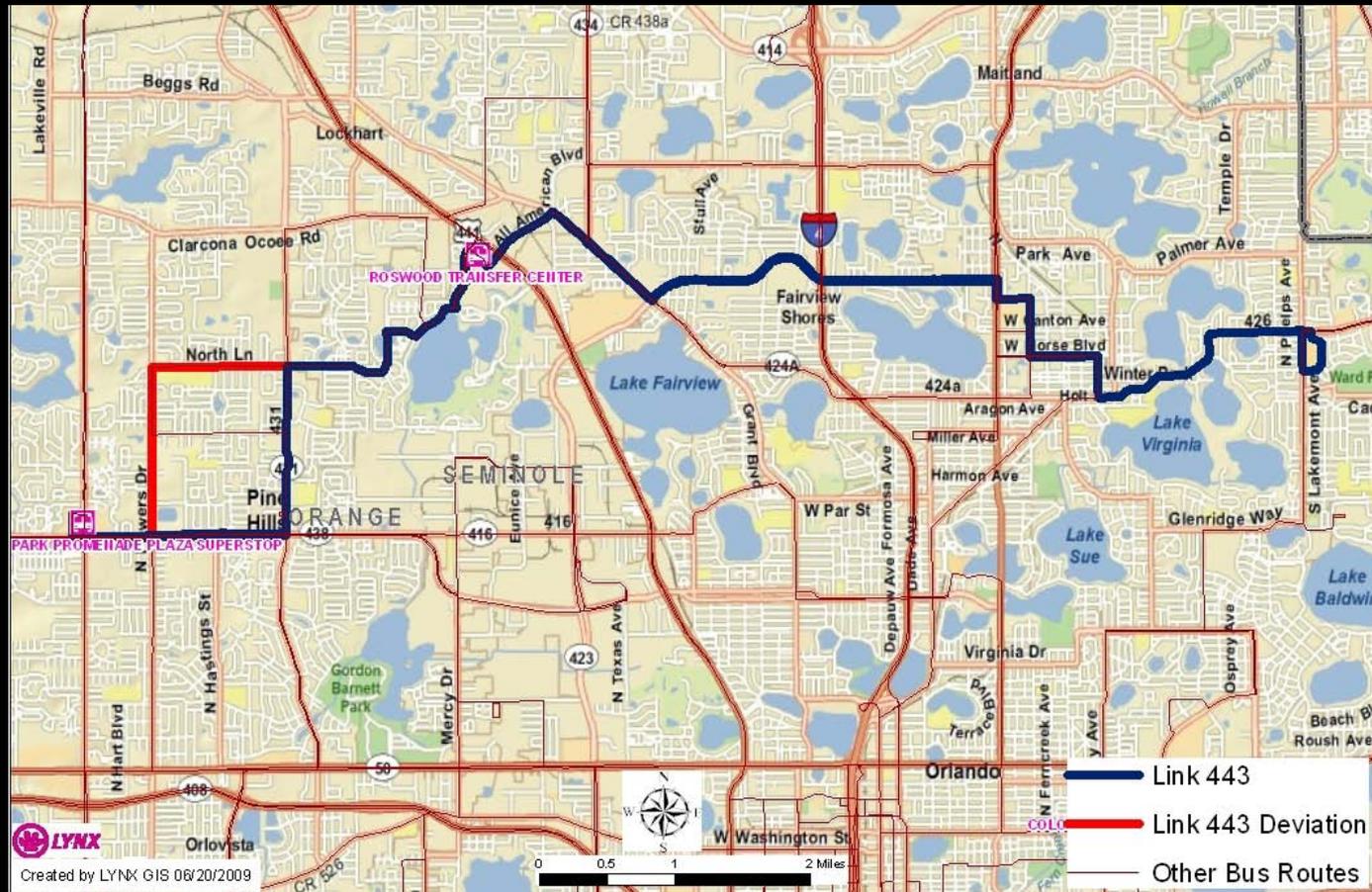


Proposed:



Link 443

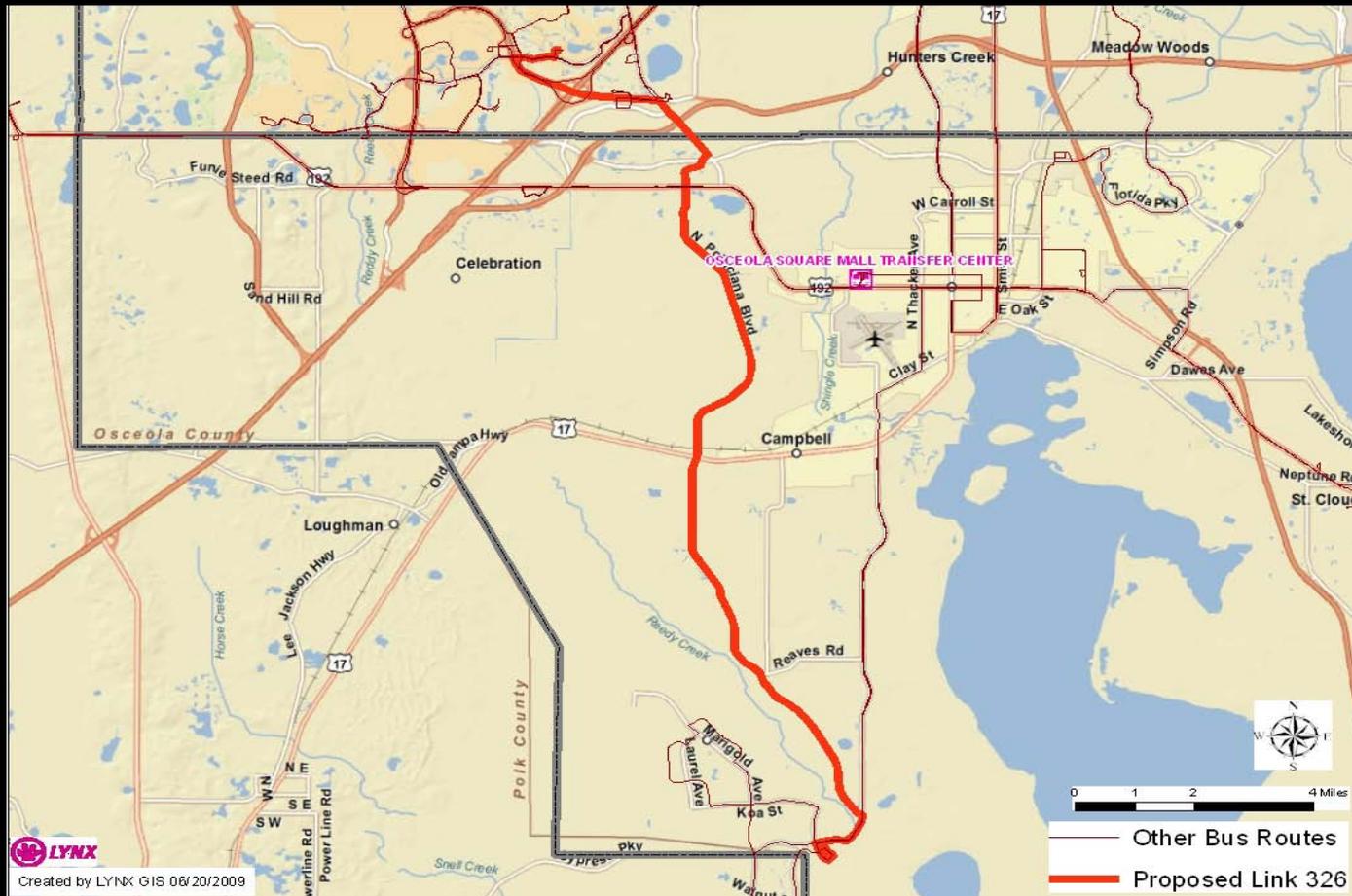
Routing Change to Serve Powers Drive & North Lane



Other Service Changes in Orange County:

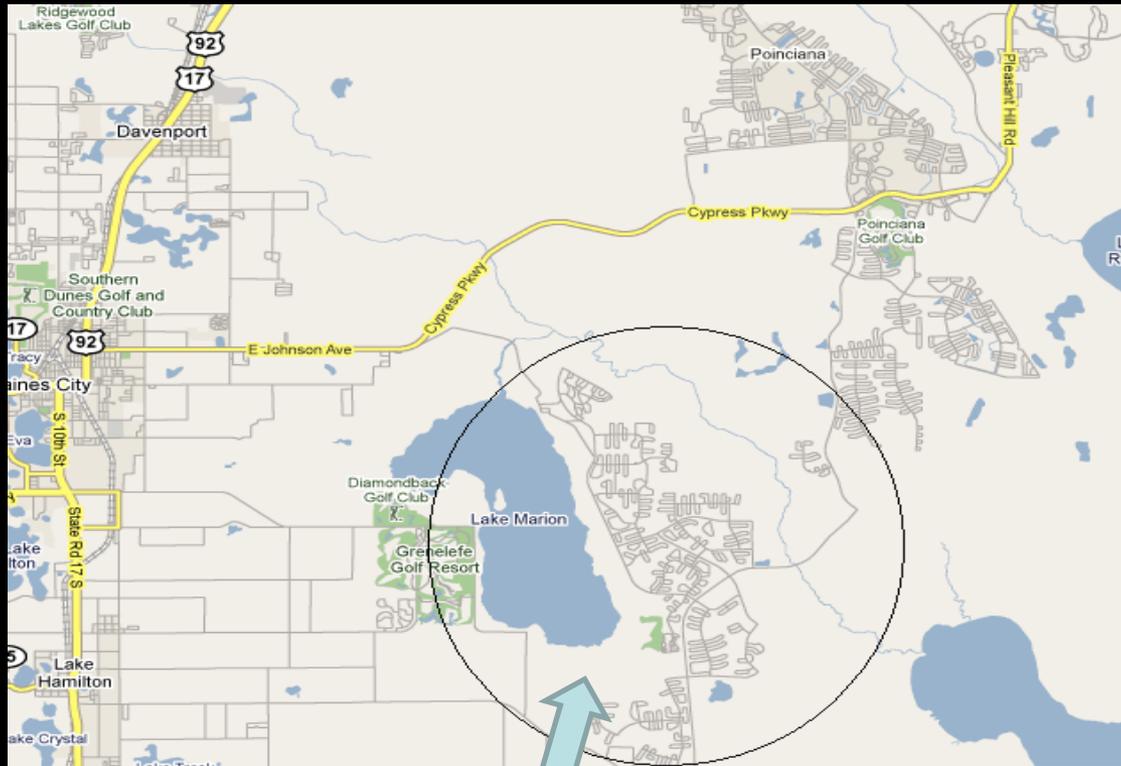
- Link 8 – Oak Ridge/International Drive: Reduce Peak Hour Frequency from 10 minutes to 15 minutes
 - Links 300 – 305 - Disney Service: Re-routing of buses through Disney Properties
- Link 204 – Clermont Express: Reduce number of trips from 5 morning/5 evening to 3 morning/3 evening
- Link 300: Route Deviation to serve Hilton Park Soleil (Palm Parkway)

New Service - Link 306



Link 306 will provide service from Poinciana to Disney, as part of the 3-D Link Network.

New Service - Link 603



Link 603 will be a new PickUp Line Service operating in Southwest Poinciana, serving both Osceola & Polk Counties

Action Agenda Item #7.B

To: LYNX Board of Directors

From: **Edward Johnson**
CHIEF ADMINISTRATIVE OFFICER
Tony Walter
(Technical Contact)
Catherine Cavins
(Technical Contact)
Rich Bannon
(Technical Contact)

Phone: 407.841.2279 ext: 6058

Item Name: **Authorization to Release Requests for Proposals (RFP's) Related to the American Recovery & Reinvestment Act; Revise the American Recovery & Reinvestment Act Projects' Amounts and the Associated Approval to Award Contracts**

Date: 9/24/2009

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer or designee to: A) release the Requests for Proposals (RFP's) (as detailed below), B) award the specific contracts (as detailed below) and C) revise the specific projects' amounts (as detailed below), all related to the American Recovery & Reinvestment Act (ARRA) Grant.

BACKGROUND:

On February 26, 2009, the LYNX Board of Directors authorized staff to release 17 Requests for Proposals (RFP's) associated with the American Recovery and Reinvestment Act (ARRA) for certain projects (*Refer to Columns A and B in Table 1 below*).

TABLE 1: ARRA PROJECT LIST

LYNX PROJ #	Column A: Project Name DESCRIPTION	Column B: FEB Board RFP Release & Project Amounts	Column C Workshop APRIL 17 '09	Column D: PROJECT TOTAL PER ARRA GRANT AWARD
1.1	Emergency Generators	650,000	1,050,000	\$872,770
1.2	Roller Brake Dynamometer	175,000	175,000	\$175,000
1.3	Paint Booth	Included with No Amount Stated	400,000	\$225,523
1.5	Parking Lot Exp - LOC (120 sp)	400,000	400,000	\$400,000
1.6	Phs II LOC Elec/Mech Improvements	Included with No Amount Stated	454,920	\$259,764
2.1	System-Wide Shelters (150**)	2,760,000	3,802,950	\$3,928,825
2.2	City of Orlando Shelters (150)	Not Included*	3,802,950	\$3,928,826
3.1	Fare Payment Sys Upgrade (TVM)	325,952	940,210	\$937,710
3.3	Bus Video Surveillance & Wireless Upgrade	1,345,340	1,345,340	\$1,545,340
4.1	Kissimmee Commuter Rail TC (Design Only – Construction Not Included)	Not Included*	1,500,000	\$200,000
4.2	Rebuild Rosemont Transfer Center	Not Included*	700,000	\$416,083
4.3	Upgrade West Oaks Transfer Center	Not Included*	400,000	\$416,083
4.4	Upgrade Sanford Transfer Center	Not Included*	400,000	\$416,083
4.6	Integrated Surveillance System (Facilities/CCTV)	1,520,000	449,000	\$449,000
5.1	Hybrid LYMMO (8 ea)	4,500,000	4,950,000	\$5,000,000
5.2	Circ Vehcl - Flex Service (6 ea)	3,000,000	375,000	\$451,608
5.3	Paratransit Vehicles (46 ea**)	1,000,000	2,875,000	\$3,220,000
6.2 a	Lighting Improvements LOC/LCS	125,000	125,000	\$125,000
6.2 b	Window Tinting LOC/LCS	192,000	192,000	\$192,000
6.3	Zimek - Sanitizing System	Included with No Amount Stated	150,000	\$125,000

* Projects not included in February's List of RFP's authorized to be released.

** Quantities changed for Projects 2.1 and 5.3. February's Board Item indicated 120 shelters and 23 Paratransit Vehicles; The ARRA Grant included 150 shelters and 46 Paratransit Vehicles.

A) Permission to Release RFP's

Since the initial list was developed to meet a short FTA deadline, additional projects have been identified that meet the criteria of ARRA funding. The following list of Requests for Proposal is requested to be added to the list of RFP's and Bids previously authorized at the February 26, 2009 Board Meeting:

- Purchase and Installation of Advertising Shelters for the City of Orlando (RFP)
- Kissimmee Commuter Rail Transfer Center (Bid)
- Construction Improvements Rosemont Transfer Center (Bid)
- Construction Improvements West Oaks Transfer Center (Bid)
- Construction Improvements Sanford Transfer Center (Bid)

Also, a complete list of projects with associated project amounts as approved in the ARRA Grant by FTA is shown in Table 1.

B) Authorization to Award ARRA Contracts

On February 26, 2009, the LYNX Board of Directors also gave authorization to the Board Chairman for approval of any time-sensitive contract so the project can proceed and funding preserved. Staff is requesting the Board have the Board Chairman approve ARRA contract awards during the months when the Board does not meet, and only when staff has identified such a contract to the Board. This request is made due to the intent under ARRA to expedite "spending" of federal funds and include the following RFP/IFB's (Requests for Proposals/Invitation for Bids). The award will be presented to the Board at the December 2009 meeting for ratification.

- Energy Efficiency Enhancements for Lighting Upgrade – RFP 09-R14 was issued on July 17, 2009 and due August 12, 2009. Due to technical issues presented by our design consultant and bidders, this RFP was temporarily suspended for resolution. It is now anticipated to be received and reviewed by the SEC by early October 2009.
- LYNX Operations Center Emergency Generators – RFP 09-R06 was issued July 13, 2009 and due August 13, 2009. Also due to technical issues presented by our design consultant and bidders, this RFP was temporarily suspended for resolution. It is also now anticipated to be received and reviewed by the SEC by early October 2009.
- Electrical/Mechanical Upgrades at LYNX Operations Center – BID 09-B16 was issued on July 28, 2009 and originally due September 1, 2009. Due to technical questions raised by the bidders, the IFB was postponed for clarification. The bid due date is September 23, 2009 at 2:00 P.M.
- Bus Surveillance System Upgrade in Transit Revenue Buses – RFP 09-R20 was issued on August 4, 2009 and originally due August 27, 2009. With a revised due date of September 23, 2009, the SEC will not have sufficient time to review and recommend award until late September 2009 (just after the September 24, 2009 Board Meeting).

Please also note that under separate individual action items for this Board Meeting (September 24, 2009), staff is requesting the following ARRA contract awards be authorized:

- Energy Enhancements for Installation of Safety/Security Window Film/Thermal Barrier, RFP 09-R14
- Design Services for Bus Shelters and Transfer Centers, RFP 09–R15

C) Revise ARRA Project Dollar Amount

Since the Board approved the ARRA project list, cost information has been refined. Accordingly, the Board is being asked to approve the revised project amounts (see Table 1, Column D). Staff continues to review and refine these budget amounts as proposals and bids are received, and may propose budget revisions at a later date, if and when budget revisions are allowed by the Federal Transit Authority.

FISCAL IMPACT:

100% federal funds have been authorized as of July 10, 2009 and the capital budget will be revised accordingly. The February 2009 Board Item and associated project amount is shown in Column B. Column C represents projects and project amounts as presented at the April 17, 2009 Audit Committee Workshop. Column D represents the currently approved project amounts per the ARRA grant awarded.

Action Agenda Item #7.C

To: LYNX Board of Directors

From: Edward Johnson
CHIEF ADMINISTRATIVE OFFICER
Tony Walter
(Technical Contact)
Jerry Bryan
(Technical Contact)
Rich Bannon
(Technical Contact)

Phone: 407.841.2279 ext: 6058

Item Name: Authorization to Increase Contracts #09-C07 with Data Transfer Solutions (DTS) and #09-C08 with Reynolds, Smith & Hill (RSH) for General Consulting Services

Date: 9/24/2009

ACTION REQUESTED:

Staff is requesting Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to increase Contract #09-C07, Data Transfer Solutions (DTS) and Contract #09-C08, Reynolds Smith and Hill (RS&H) Consultant Team Program Contract from \$300,000 to \$400,000 per contract year for FY 2008/2009 and FY 2009/2010 for a total of \$200,000 additional funding.

BACKGROUND:

At the December 11, 2008 LYNX Board of Directors meeting, staff received authorization for the Chief Executive Officer (CEO) or designee to award contracts to Data Transfer Solutions (DTS) and Reynolds Smith and Hill (RS&H) for General Consulting Services.

Authorization was given to issue the contracts with a not to exceed program amount of \$300,000 per contract year. At this time \$289,980 in work orders have been issued which leave a balance of \$10,020 available to address LYNX' general planning needs for the balance of the contract year that ends in December 2009. Staff needs the ability to secure consultant services for planned and requested projects in a timely manner.

Projects that have been completed or are still underway for this contract year include: Service Planning Support, Five-Year Financially Constrained Service Plan, Financial Forecasting and Budgeting Support, Southern Operations Base Analysis and Bus Stop Inventory.

The following are examples of planned projects included in the FY2009 and FY2010 budgets:

- Feasibility and Environmental Impact analyses for a southern operations base
- Feasibility analysis of decommissioning the South Street Facility
- Service design staff support for reviewing and implementing updates in LYNX routing including flexible deviation of fixed-routes
- Map update of the Trapeze FX scheduling software to ensure accuracy when calculating miles and hours data as required for reporting to the National Transit Database
- Evaluation of the current Geographic Information Services (GIS) network for optimal configuration of access for the LYNX Intranet and LYNX ArcIMS applications, including installation of new software, design and implementation of the database structure, and migrating current geo-databases to the new SDE format
- Transit system evaluation to determine the effectiveness of and the customer satisfaction with LYNX services
- Bus stop inventory update to include more detailed information related to stop level accessibility to individuals with disabilities for use in fixed route and paratransit service planning and eligibility determinations
- Financial planning assistance in the areas of financial planning, budgeting, etc.
- Various planning projects that may be required

FISCAL IMPACT:

The fiscal impact to increase the funding under this contract by \$100,000 and contract year will total \$200,000. Funding for FY 2009 contract year increase will be derived from available grant and operating funds. The additional increase for contract year in FY 2010 has been included in the FY 2010 Operating Budget.

Action Agenda Item #7.D

To: LYNX Board of Directors

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

Phone: 407.841.2279 ext: 6047

Item Name: Authorization to Increase LYNX' Staffing Level for Grant Funded Positions for the America Recovery & Reinvestment Act (ARRA) Projects and the Department of Homeland Security (DHS), Florida Department of Transportation (FDOT), and Federal Transit Administration (FTA) Programs and the Biodiesel Fuel Project with the Florida Department of Energy

Date: 9/24/2009

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to increase the staffing level for the following grant funded positions and include the grant funds in the FY2010 operating budget to cover the cost:

- ARRA Passenger Amenities Technician
- ARRA and Biodiesel Accountant
- ARRA Senior Contract Administrator
- ARRA Grants Compliance Administration Specialists (Part-time)
- Safety & Security Budget Analyst
- Biodiesel Technician II (Part-time)

These positions will assist with the project implementation, administration, tracking, accounting, budgeting, and contract management of the American Recovery & Reinvestment Act (ARRA), Department of Homeland Security (DHS), Florida Department of Transportation (FDOT), Federal Transit Administration (FTA) programs, and the Biodiesel Fuel Project with the Florida Department of Energy.

BACKGROUND:

As noted above, LYNX has received significant grant funds from both State and Federal agencies for dozens of projects that impact the work load across the agency. Additionally, the

ARRA is clear that every dollar spent must be subject to unprecedented levels of transparency and accountability which requires extensive reporting. Recent guidance has outlined some of those requirements and further guidance will soon be released.

The DHS, FDOT and FTA grants allow for additional positions to implement the grant funded projects. Accordingly, these positions were included in the grant applications and the projects' budgets. To maximize efficiency, similar tasks from different grants were combined into one position or only part time positions were created. These positions are described below.

ARRA Passenger Amenities Technician: will assist with the identification, permitting, acquisition, and installation of the 300 bus shelters included in the ARRA grant award. This position will be responsible for ensuring that all activities related to the project will be fulfilled in a timely manner. This position will be responsible for monitoring and directing sub-consultants and sub-contractors with regard to engineering activities related to the ARRA shelter program. In addition, the ARRA Passenger Amenities Technician will coordinate with local jurisdictions to ensure shelter placement is adequate and all installed shelters conform to the municipal codes. This position will also be responsible for updating the ARRA Capital Project Manager on reporting and budgetary tasks related to shelters.

ARRA and Biodiesel Accountant: will perform professional accounting duties in the creation and maintenance of accounting records, the analysis of financial transactions, the verification of accounting records and financial data, and ascertaining compliance with established laws, procedures and policies as related to ARRA and biodiesel grant projects. This position will also monitor and review invoices for ARRA and biodiesel purchases, track and account for transactions related to the blending of B-99 and Ultra Low Sulfur Diesel, prepare invoices relating to the dispersing of biodiesel fuel deliveries, prepare the monthly journal entries related to the biodiesel fuel project, and assist in preparing monthly and quarterly reports for State and Federal biodiesel tax returns. This position will coordinate with the ARRA Capital Project Manager, biodiesel staff members, and the ARRA Senior Contract Administrator to ensure accurate and timely receipt of invoices and processing of payments. The ARRA and Biodiesel Accountant will be responsible for providing financial schedules to assist in the annual reporting of financial information related to the bio-diesel and ARRA projects for audit purposes.

ARRA Senior Contract Administrator: will plan, schedule, monitor and provide quality assurance of all contracts related to the ARRA projects. This position will be responsible for working with the ARRA project manager and other Procurement and Finance staff members to develop Request for Proposals, Request for Qualifications, and Information for Bid packages to procure consultants, contracts, and goods and equipment related to the ARRA project. This position will also ensure that executed contracts for ARRA projects are being complied with thorough review of contract clauses and deliverables. This position will review board items related to ARRA procurements to ensure that these items include the necessary contract information for Board decision-making purposes. The ARRA Senior Contracts Administrator will obtain governmental authorizations, assist in contract negotiations for ARRA projects, and ensure that legal regulations and ethical standards are maintained in all contract processes. This position will also perform activities related to LYNX' achievement of its Disadvantaged Business Enterprise goals in ARRA contracts.

Part Time ARRA Grant Compliance Administration Specialist: will be assisting the Grants Division in executing the agency grant awards and maintaining compliance in accordance with the ARRA grant requirements. The specialist will assist with the completion of monthly and quarterly report data in compliance with Federal and State guidelines. In addition, the specialist will assist with providing internal updates related to changes in the ARRA grant guidelines and funding. The ARRA Grant Compliance Administration Specialist will also review Federal Transit Administration updates related to ARRA Notices of Funding Availability (NOFA) to ensure that LYNX is aware of funding opportunities related to any additional stimulus dollars. This position will serve as the gatekeeper to ensure accuracy in the project status, jobs created, expenditures to date, and remaining budget in monthly and quarterly for ARRA federal and state reporting. This position will also assist in Work Place requisition routing for the assignment of Budget Line Items (BLI) to correspond with the grant awards.

Safety & Security Budget Analyst: will provide the overview, coordination, and assistance in the development, implementation, and management of the Safety & Security Division's budget, budget projections, projects, grant applications and tracking, applying fundamental budgetary concepts, practices, and procedures. At any given time the Safety and Security Division are conducting activities stemming from ten different federal and state grants. These grants all have their own specific requirements related to the programming and expenditure of funds. This position will be responsible for coordinating with the Safety and Security Division Director to ensure that safety programs and security measures funded through these various grants sources are carried out in accordance with the grant budgetary requirements. This position will review monthly financial reports to ensure that expenses have been charged appropriately and that the budget is being programmed accurately so that all funded activities can be completed in the appropriate fiscal year. This position will assist in budgetary recordkeeping that will ensure that all grant funds are utilized by the agency, which will place LYNX in a good position to continue receiving federal and state grant funding to secure the agency's employees, passengers, and assets.

Part Time Biodiesel Technician II: will process and record shipments and transfers, monitor inventory levels, process fuel deliveries, perform required testing, maintain terminal security, and monitor the fuel tank system on bulk biodiesel products. This position will accept and account for deliveries of low-sulfur diesel, and B-99 bio-product to ensure that LYNX maintains adequate levels of B-20 biodiesel fuel for its fleet and for all partnering agencies. This position will coordinate with the ARRA and Biodiesel Accountant position to ensure that invoices for fuel receipts correspond with the actual receipt of diesel fuel and B-99 bio-product. This position will also be trained to act in case of an emergency with regard to bio-diesel fuel. The Biodiesel Technician will inspect bio-diesel facilities when receiving deliveries to ensure that the fuel tanks and dispensing units are working properly and maintained. This position will also complete testing of biodiesel to ensure that sediments or other mineral deposits are not impacting the quality of the biodiesel fuel.

These positions are funded 100% from ARRA, DHS, FDOT, and FTA grants and are contingent upon continued future grant funding. Eligible activities for these positions will be limited to the grant scope of work and will meet all program requirements identified in the grant contracts.

LYNX is pleased with the opportunity to implement several new programs and projects stemming from the aforementioned grants.

FISCAL IMPACT:

Position	Minimum Pay	Median Pay	Maximum Pay
ARRA Passenger Amenities Technician	\$34,070	\$40,872	\$51,085
ARRA and Biodiesel Accountant	\$34,070	\$40,872	\$51,085
ARRA Senior Contract Administrator	\$43,472	\$52,166	\$65,208
ARRA Grants Compliance Administration Specialists (Part-time)	\$30,888	\$37,066	\$46,342
Safety & Security Budget Analyst	\$34,070	\$40,872	\$51,085
Biodiesel Technician II (Part-time)	\$19,063	\$22,870	\$28,595

The funding for these positions will be included in the FY2010 Operating Budget and are 100% grant funded. These positions will end when the grant funds are expended and will not be included in future staffing needs. The pay grades for these positions are preliminary and may be adjusted based on the final job descriptions.

Action Agenda Item #7.E

To: LYNX Board of Directors

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

Phone: 407.841.2279 ext: 6047

Item Name: Adoption of the FY2010 Operating and Capital Budgets

Date: 9/24/2009

ACTION REQUESTED:

Adoption of the Fiscal Year 2010 Operating and Capital Budgets.

BACKGROUND:

At the April 22, 2009 Board meeting, staff presented the preliminary FY2010 Operating Budget in the amount of \$111,599,145 to the Board of Directors. Since then, presentations have been made to LYNX' local funding partners, assumptions have been reexamined and the cost of providing the same level of service for next fiscal year has been discussed. In addition, we have made adjustments to the FY2010 Operating Budget to include the enhancement of the Disney Services, Road Rangers Program, and other various expenses to reflect final anticipated amounts. **This will not result in any change in the original funding request from the various funding partners.**

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.

The proposed Operating Budget for FY2010 is \$112,943,113 while the proposed Capital Budget is \$51,344,520.

OVERVIEW:

Budget Highlights

The FY2010 proposed budget totals \$164,287,633 of which \$112,943,113 represents Operating Expenses and \$51,344,520 represents Capital expenditures. This is a net decrease in the total budget of \$7,810,416 or 4.5% from FY2009 amended budget.

Operating Budget

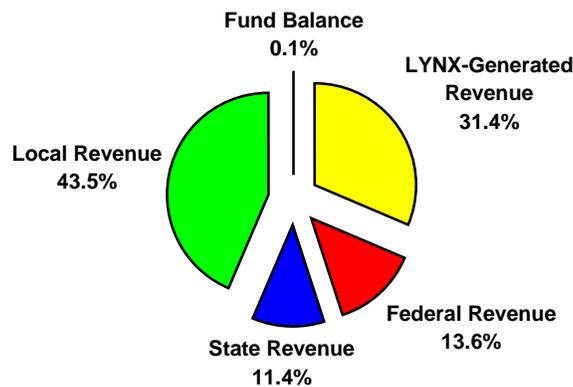
The proposed Operating Budget for FY2010 is \$112,943,113 which is a decrease of \$8,103,694 or 6.7% from the previous year. The overall operating budget decrease is due to several major impact items. The major impact items are as follows:

Key Budgetary Impact Items:

	<u>Decreases in FY2010</u>
• Salaries/Wages/Fringe	\$ 2,394,848
• Other Services	545,284
• Fuel	\$ 5,430,967
• Materials, Supplies & Other Misc.	\$ 326,636
	<u>Increase in FY2010</u>
• Purchased Transportation	\$ 594,041
Total Net Impact	\$ 8,103,694

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

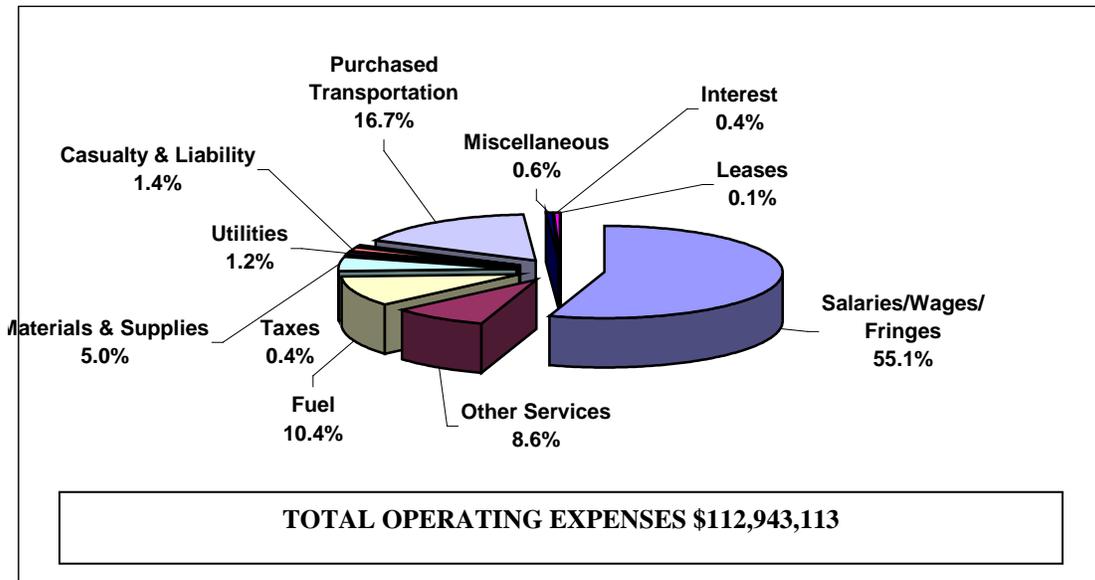
Operating Revenue



LYNX-Generated Revenue	\$ 35,559,027
Federal Revenue	15,384,672
State Revenue	12,891,779
Local Revenue	<u>49,107,635</u>
Total Operating Revenue	<u>\$112,943,113</u>

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

Operating Expenses



Salaries/Wages/Fringes	\$ 62,222,428
Other Services	9,696,881
Fuel	11,779,753
Materials & Supplies	5,650,932
Utilities	1,327,664
Casualty & Liability	1,628,269
Taxes	460,070
Purchased Transportation	18,852,321
Miscellaneous	730,140
Interest	479,655
Leases	<u>115,000</u>
Total Operating Expenses	<u>\$ 112,943,113</u>

Capital Budget

The proposed Capital Budget for FY2010 is \$51,344,520 which is an increase of \$2,111,012 or approximately 1% more than the previous year. The increase in the capital budget from FY2009 results from the addition of American Recovery and Reinvestment Act (ARRA) projects, technology upgrades, and safety enhancements.

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 improvements. The majority of the capital budget, 94.74% is funded through federal grants, 2.72% is funded through state grants, and the remaining 2.54% through local funds. The local contribution from the funding partners covers the capital bus lease, a contribution from the City of Orlando for twenty percent of the LYMMO Alternatives Analysis Study, and contributions from private partnerships for amenities.

Specifically, this budget includes funds from the following areas:

Federal	\$48,642,840
State	1,396,386
Local	1,305,294
Total	\$51,344,520

The table below identifies capital expenditures by program.

	FY2010 Requests
(1) Transit Buses - Replacement and Articulated	\$14,168,334
(2) Transit Buses - Expansion	1,247,415
Capital Bus Lease	1,005,094
Access LYNX Vans	3,260,250
Engines and Transmissions	622,000
(3) Support Equipment	4,106,524
(4) Facility Improvements	4,230,338
Passenger Amenities (Bus Shelters, etc.)	14,879,337
(5) Safety/Security Enhancements	2,057,242
Commuter Vans (35)	250,000
PickUpLine Vehicles (6)	504,900
Fixed Route IVR/Paratransit IVR/Trip Planner	131,731
LYMMO Alternatives Analysis	926,000
Biodiesel	743,048
Intelligent Transportation Systems	3,212,307
Total	<u>\$51,344,520</u>

Notes:

- (1) Includes 28 replacement buses (19 diesel and 9 hybrid electrics) and 2 articulated buses.
- (2) Includes 3 vehicles for expansion of service.
- (3) Includes equipment, computers, software, shop tools, printers, servers, copiers, and radio console.
- (4) Includes funds for the LYNX Operations Center, LYNX South Street, LYNX Central Station improvements, and passenger amenities such as bus shelters.
- (5) Includes emergency generators for LOC, emergency phone system, parking lot lighting upgrade and fence improvements.

The following table provides a summary of the ARRA project requests included in the FY2010 capital budget. The ARRA projects represent 56% of the total FY2010 capital budget.

ARRA Project	FY2010 Capital Budget Requests
Hybrid Electric Vehicles (9)	\$5,220,000
Bus Shelters (300) System-Wide	7,605,900
Brake Inspection System	175,000
Fare Payment System Upgrade	940,210
Paratransit Vans (46) Raised Roof Wheelchair	3,220,000
PickUpLine Vehicles (6)	504,900
Parking Lot Expansion at LYNX Operating Center (LOC)	400,000
Bus Operations Center & Downtown Station Energy Efficiencies LEED	317,000
Emergency Generator (LOC)	650,000
Upgrade Video Surveillance Systems (All Buses)	1,545,340
Paint Booth	400,000
Electrical/Mechanical Improvements	454,920
Kissimmee Commuter Rail Bus Transfer Center (Design)	200,000
Re-build Rosemont Transfer Center	720,000
Osceola Square Transfer Center	420,000
Sanford Transfer Center	420,000
West Oaks Mall Transfer System	420,000
Integrated Surveillance System (11 Transfer Centers)	449,000
Total	<u>\$24,062,270</u>

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.

Action Agenda Item #7.F

To: LYNX Board of Directors

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

Phone: 407.841.2279 ext: 6047

Item Name: Authorization to Enter into the FY2010 Partner Agreement for THE CLUB PROGRAM with Orange County

Date: 9/24/2009

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to continue and finish negotiations with Orange County for The Club program, and to then execute an agreement with Orange County regarding The Club program for the upcoming fiscal year beginning October 1, 2009.

BACKGROUND:

“The Club” is an Orange County program that provides recreational opportunities for the County’s youth throughout the County. This program has been in place between LYNX and Orange County for several years, including the fiscal year ending September 30, 2009. Under the program, Orange County will issue to certain individuals, identification cards that will permit those individuals (generally school age children) to utilize for free the LYNX bus system in order to attend various events. The County reimburses LYNX for the cost of the program up to an appropriated amount. Services are provided on weekdays between the hours of 1:00 p.m. and 8:00 p.m. Services will not be provided on weekends or holidays or during summer break. The services are only provided to individuals possessing valid identification showing that they are authorized to utilize service pursuant to the program.

The current service funding agreement between LYNX and Orange County was a separate stand-alone agreement relating only to The Club program. For FY2009, The Club program was incorporated into a master agreement between LYNX and Orange County which covered not only The Club program but also included the following: 1) funding for the County’s support of the regional public transportation system within Orange County, and 2) granting LYNX the

rights to construct, maintain, and operate Customer Amenities within Orange County. The LYNX Board approved the concept of restructuring this agreement into three separate agreements to cover the above activities, and Orange County agreed. This item addresses only the activities of The Club program and not funding from Orange County for LYNX's public transportation system or for the amenity program.

The County agrees to appropriate \$250,000 to LYNX for FY2010 for LYNX to provide services to The Club participants. The County will not pay to LYNX any amount in excess of this amount should LYNX provide services above the \$250,000 value. However, arrangements agreed to between LYNX and County have reduced the use of the program and staff is of the opinion that this amount will adequately pay for these services.

SPECIFIC AGREEMENT/AUTHORIZATION:

LYNX counsel had prepared and sent to Orange County a standalone Club program which has been reviewed by LYNX staff. A copy of that agreement is attached. We are waiting for comments back from Orange County staff. Staff desires to have the authorization provided at this time so that the agreement can be executed fairly quickly in order to provide for prompt funding from Orange County to LYNX with the beginning of the new fiscal year.

Since the agreement has not been finally negotiated with Orange County, staff requests from the Board authorization for LYNX staff and its attorneys to finish negotiation with Orange County on the agreement. For the most part, the material or substantive items such as funding have been agreed to. Approval therefore is requested not only for the completion of negotiation, but for authority for the CEO or her designee to execute the final form of agreement provided that there are no material adverse changes to LYNX in the final agreement from that being presented today.

FISCAL IMPACT:

The funding amount of \$250,000 has been included in the LYNX budget for FY2010.

TRANSPORTATION PARTNER AGREEMENT
for
THE CLUB PROGRAM

THIS TRANSPORTATION PARTNER AGREEMENT FOR THE CLUB PROGRAM (the “**Agreement**”), dated and effective as of October 1, 2009 (the “**Effective Date**”), is made and entered into by and between **ORANGE COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida (hereinafter the “**COUNTY**”), whose principal address is Post Office Box 1393, Orlando, Florida 32802-1393, and the **CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY** d/b/a **LYNX**, a body politic and corporate created pursuant to Part II, Chapter 343, Florida Statutes (hereinafter “**LYNX**”), whose principal address is 455 North Garland Avenue, Orlando, Florida 32801.

WITNESSETH

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, the COUNTY is located within LYNX’s current service area and provides funding for LYNX’s operations; and

WHEREAS, the COUNTY, through public-private partnerships, has established *the Club*, a program that provides positive year-round and expanded recreational opportunities for youth throughout the COUNTY; and

WHEREAS, the COUNTY and LYNX have previously entered into one or more agreements for *the Club* Program, pursuant to which LYNX agreed to provide regularly scheduled Fixed-Route Transit Service (as hereinafter defined) to participants of *the Club* in exchange for receiving reimbursements from the COUNTY for the cost of trips taken by *the Club* participants; and

WHEREAS, the term of said agreements ended on September 30, 2008; and

WHEREAS, the parties desire that LYNX continue to provide Fixed-Route Transit Service to *the Club* participants in exchange for receiving reimbursements from the COUNTY for fiscal year 2010 (i.e., October 1, 2009 – September 20, 2010).

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

Section 1. **Recitals.** The COUNTY 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.

Section 2. **Definitions.** The following capitalized terms shall have the following meanings when used herein:

(a) **“Agreement”** means this Transportation Partner Agreement for *the Club* Program.

(b) **“COUNTY”** means Orange County, Florida, a charter county and political subdivision of the State of Florida.

(c) **“Fixed-Route Transit Service”** means transit service provided on a repetitive, fixed-schedule basis along a specific route with vehicles stopping to pick up and deliver passengers to specific locations. Each fixed-route trip services the same origins and destinations (unlike demand response transit service). The term Fixed-Route Transit Service includes route deviation service, where revenue vehicles deviate from a fixed-route on a discretionary basis.

(d) **“LYNX”** means the Central Florida Regional Transportation Authority d/b/a LYNX, a body politic and corporate created pursuant to Part II, Chapter 343, Florida Statutes.

(e) **“Services”** means regularly scheduled Fixed-Route Transit Services provided to *the Club* participants.

(f) **“Term”** means the period of time beginning on October 1, 2009 and ending on September 30, 2010.

(g) **“The Club”** means the Orange County program that provides recreational opportunities for the COUNTY’s youth throughout the COUNTY, and which is known as *the Club*.

Section 3. **The Club Funding.** The COUNTY agrees to appropriate **\$250,000** to LYNX for fiscal year 2010 (i.e., October 1, 2009 - September 30, 2010) for LYNX to provide the Services to *the Club* participants as provided in this Agreement.

Section 4. **LYNX Obligations.**

(a) **The Services.** LYNX agrees to provide the Services to *the Club* participants during the Term in accordance with the following provisions:

(i) The Services will be provided on weekdays between the hours of 1:00 p.m. – 8:00 p.m.

(ii) The Services will not be provided on weekends or during the period of time in which public schools in Orange County are on summer break.

(iii) The Services will only be provided to individuals possessing valid identification showing that they are authorized to utilize the Services pursuant to *the Club* program.

(iv) LYNX shall take reasonable steps to ensure that only eligible participants utilize the Services. The COUNTY shall not be responsible for costs associated with use by ineligible participants.

(b) **Ridership Reports.** LYNX agrees to provide the Orange County Parks and Recreation Division a monthly ridership report to be entitled “Special County Summary by Route” (the “**Report**”). The Report shall be provided using Genfare software and shall accurately reflect the total number of trips taken by *the Club* participants between the hours of 1:00 p.m. – 8:00 p.m. during each applicable month.

(c) **New Passes.** LYNX agrees to operate, and maintain a software package that will allow for new passes to be added. Such passes may be *the Club* passes issued by the COUNTY to participants, or may be passes issued to participants by LYNX upon presentation of participants’ *the Club* passes.

(d) **Invoices.** LYNX agrees to submit to the COUNTY a monthly invoice, in a form reasonably acceptable to the COUNTY, which sets forth the costs that LYNX has incurred in performing the Services for the previous month. Invoices shall not include the cost of providing the Services to ineligible participants.

Section 5. **COUNTY Obligations.**

(a) **Payment of Invoices.** The COUNTY agrees to pay all invoices for the Services within thirty (30) days of its receipt thereof. All such payments shall be made in accordance with the Florida Prompt Payment Act, codified in Sections 218.70 to 218.80, Florida Statutes. In no event shall the COUNTY be responsible to pay LYNX any amount for the Services in excess of the amount appropriated to LYNX pursuant to **Section 3.**

(b) **Software Reimbursement.** LYNX acquired a software package in fiscal year 2009 (i.e., the period of time between October 1, 2008 - September 30, 2009) to enable LYNX to allow for new passes to be issued to *the Club* participants. The cost of that software package was \$4,500.00. The COUNTY agrees that if the total amount invoiced to the COUNTY for the provision of the Services in fiscal year 2009 was less than the amount appropriated for such fiscal year, the COUNTY will reimburse LYNX for the cost of purchasing the software package up to, but not in excess of, the difference between those two amounts, and that any such reimbursement will be made to LYNX within thirty (30) days of the COUNTY’s receipt of an invoice for such amount. The COUNTY further agrees that if the difference between the amount appropriated for fiscal year 2009 and the amount invoiced to the COUNTY for such fiscal year is not sufficient to enable LYNX to be fully reimbursed for the costs of acquiring the software package and/or LYNX needs to upgrade the software package during fiscal year 2010, LYNX will be reimbursed by the COUNTY to the extent that the amount appropriated for the provisions of the Services in fiscal year 2010 exceeds the amount invoiced to the COUNTY for such fiscal year. Any such reimbursement will be made to LYNX within thirty (30) days of the COUNTY’s receipt of an invoice for such amount.

Section 6. **Providing Services in Excess of Appropriated Amount.** The parties acknowledge that the amount appropriated to LYNX for the provision of the Services is a fixed amount and that the COUNTY will not be responsible for any costs in providing the Services in excess of said amount. If at any point it appear that the amount appropriated will be insufficient to cover the cost of providing the Services for the Term at the required service levels, then the parties shall meet to discuss and attempt to resolve said matter. In order to prevent the cost of providing the Services from exceeding the amount appropriated to LYNX, LYNX may, at its option, reduce the level of Services being provided upon providing notice to the COUNTY.

Section 7. **Independent Contractor.** LYNX 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. In addition, nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent contractor, between the parties, their employees, agents, subcontractors, or assigns, during or after performance of this Agreement.

Section 8. **Liability for Wrongful Acts.** 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.

Section 9. **Insurance.** Without waving its right to sovereign immunity as provided in Section 768.28, Florida Statutes, LYNX agrees to be self-insured for General Liability and Automobile Liability with coverage limits of \$100,000 per person and \$200,000 per occurrence, or up to the amount of such limited sovereign immunity waiver limits as are set forth by the Florida Legislature. LYNX agrees to maintain commercial insurance or to be self-insured for Workers' Compensation & Employers' Liability in accordance with Chapter 440 of the Florida Statutes. Upon request by the COUNTY, LYNX shall provide an affidavit or Certificate of Insurance evidencing self-insurance or commercial insurance, which the COUNTY finds acceptable for the coverage mentioned above. The COUNTY's failure to request proof of insurance or to identify any deficiency in coverage or compliance with the foregoing requirements shall not relieve LYNX of its liability and obligations under this Agreement.

Section 10. **Amendments.** This Agreement may be amended only through a written document executed by the parties hereto.

Section 11. **Record Keeping Procedures.** LYNX shall keep and maintain accurate records of all Services rendered in the performance of this Agreement and shall keep such records open to inspection by the COUNTY at reasonable hours during the term of this Agreement and for three (3) years following the 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 COUNTY shall have access to and the right to examine any of the records.

Section 12. **Audit.** The Orange County Comptroller, or her successor (or their 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 COUNTY's auditors or the Comptroller, as the case may be, 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.

Section 13. **Public Records Act.** In accordance with Chapter 119 of the Florida Statutes ("**Public Records Act**"), any public record (as that term is defined in the Public Records Act) created or received by the COUNTY, 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.

Section 14. **Termination of Agreement.**

(a) **For Cause.** If either party (the "**Breaching Party**") fails to fulfill any material covenant, term or condition under 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 (i) cease making payment to LYNX pursuant to **Section 3**, if the Non-Breaching Party is the COUNTY, or (ii) cease providing Services pursuant to **Section 4**, if the Non-Breaching Party is LYNX, and/or terminate this Agreement, which termination shall be effective upon the Breaching Party receiving a written notice from the Non-Breaching Party to that effect or upon such other date as specified in the notice.

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

Section 15. **Jurisdiction and Venue.** In the event either party deems it necessary to take legal action to enforce any provision of this Agreement, the exclusive jurisdiction and venue for such legal action 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.

Section 16. **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.

Section 17. **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 and shall remain in full force and effect.

With a copy to: Akerman Senterfitt
420 South Orange Avenue, Suite 1200 (32801)
Post Office Box 321
Orlando, Florida 32802-0321
Attn: Patrick T. Christiansen, Esq.

Section 23. **Assignability.** LYNX shall not assign, sublet, convey, or transfer its interests in this Agreement without the prior written consent of the COUNTY, which the COUNTY may grant or withhold at its discretion. However, any merger by LYNX into a different governmental agency or any substitution of LYNX by a different governmental agency shall not require the COUNTY's prior written consent.

Section 24. **Binding Agreement.** This Agreement is binding upon the parties and shall inure to their successors or assigns.

Section 25. **Effective Date and Termination.** The effective date of this Agreement shall be the Effective Date. Unless terminated earlier in accordance with **Section 14** of this Agreement, this Agreement will terminate on September 30, 2010, except for those provisions of this Agreement which by their nature are intended to survive the termination.

Section 26. **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.

Section 27. **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.

Section 28. **Sovereign Immunity.** Each party hereto is a governmental agency or unit entitled to the benefit of the principles of sovereign immunity under the laws of the State of Florida. Nothing contained in this Agreement shall constitute a waiver by either party of such principles, and each party retains its rights under sovereign immunity.

Section 29. **Status of Prior Agreements.** As set forth above, the COUNTY and LYNX have previously entered into one or more other agreements which provide for or relate to *the CLUB* and matters relating thereto. It is the intent and agreement of the parties that said agreements or any parts thereof shall no longer be applicable (including specifically the provisions of any Funding Agreement dated December 16, 2008 but solely as any portion thereof relates to *the Club* program), and that this Agreement will then be the agreement relating to *the Club* program.

Section 30. **Continuation of Services After September 30, 2010.** As set forth above, this Agreement provides for funding by the COUNTY for the fiscal year of October 1, 2009 to

September 30, 2010. In the event that the COUNTY has appropriated for the fiscal year beginning October 1, 2010 funds to continue *the Club* program, and the parties have not yet executed a formal agreement in that regard, then, unless either party objects in writing, this Agreement will continue until a new or replacement agreement is executed by the parties, **provided, however**, the amounts to be paid by the COUNTY shall be the amounts set forth in said appropriation which may or may not be the same, less or greater than that set forth in this Agreement. Until such time as a new agreement may be executed, either party may terminate this Agreement under Section 14 above. In any event, if no substitute or new agreement is executed by December 31, 2010, then, in that event, unless the parties agree otherwise, this Agreement and any further provisions after that date shall terminate.

Section 31. **Complete Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter contained herein and shall supersede all previous discussions, understandings, and agreements.

IN WITNESS WHEREOF, the COUNTY 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 Effective Date.

[Signatures appear on following page]

SIGNATURE PAGE FOR COUNTY

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: _____

Richard T. Crotty
Orange County Mayor

Date: _____

SIGNATURE PAGE FOR LYNX

**CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY**

By: _____
Linda S. Watson,
Chief Executive Officer

Date: _____

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., Shareholder

Action Agenda Item #7.G

To: LYNX Board of Directors

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

Phone: 407.841.2279 ext: 6047

Item Name: Authorization to Approve a Uniform Funding Agreement and Enter into the FY2010 Service Funding Agreements with the Regional Funding Partners

Date: 9/24/2009

ACTION REQUESTED:

Staff is requesting the Board of Directors' to approve the form and content of the revised Regional Partners funding agreement and authorize 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 2010 Budget. The actual amounts of the agreements will be final once the Board has approved the budget for FY2010.

Orange County	\$34,819,427
Seminole County	\$ 4,391,342
Osceola County	\$ 4,601,284
Lake County	\$ 146,223
City of Orlando	\$ 3,744,400
City of Altamonte Springs	\$ 130,000
City of Sanford	\$ 100,000
City of St. Cloud	\$ 174,192

*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).

Several months ago, the Board directed staff to develop a new uniform service funding agreement with each of the funding partners. The proposed new agreement was presented at the audit committee for consideration. The new agreement contains the following:

- a) A uniform funding agreement for all funding partners.
- b) A provision that allows for continued monthly payments by the funding partners subsequent to the end of each fiscal year. This will allow LYNX:
- c) to avoid cash flow problems that have arisen in the past based on timing of approval of the agreement by the various funding partner boards.
- d) 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 2010 is attached. The proposed addendums for each of the partners is also attached. Authorization is requested from the Board for LYNX staff to complete the funding agreement with each funding partner, including completion of the exhibits and addenda. This would permit the funding agreements to be executed more quickly after the beginning of LYNX’ fiscal year. Changes would 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
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 December 26, 2008 (the “Prior Fiscal Year Funding

Agreement”) pursuant to which the Funding Partner agreed to appropriate funds to LYNX for fiscal year from October 1, 2008 to September 30, 2009 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, 2009; and

WHEREAS, the Funding Partner has budgeted funds for the fiscal year beginning on October 1, 2009 and ending on September 30, 2010 (“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, 2009 and ending the following September 30, 2010.

“**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 include 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, 2010 and ending the following September 30, 2011.

“**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, 2009 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, 2010 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, 2009, 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.

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 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: 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 Growth Management Department
 P.O. Box 1393
 Orlando, Florida 32802-1393
 Attn: Director, Growth Management Department

As to LYNX: Central Florida Regional Transportation Authority
 455 North Garland Avenue
 Orlando, Florida 32801-1518
 Attn: Linda S. Watson, Chief Executive Officer

With copy to: Central Florida Regional Transportation Authority
455 North Garland Avenue
Orlando, Florida 32801-1518
Attn: Albert J. Francis, II, Chief Financial Officer

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

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

20. **Effective Date.** The effective date of this Agreement shall be the date of its execution by the last party to execute this Agreement. Unless terminated earlier in accordance with Paragraph 7 of this Agreement, this Agreement will terminate on September 30, 2010, except for the provisions of this Agreement which by their terms survive the termination of this Agreement and is effective.

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

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

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

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

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

[Signatures appear on following page]

SIGNATURE PAGE FOR FUNDING PARTNER

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

FUNDING PARTNER:
BOARD OF COUNTY COMMISSIONERS
OF ORANGE COUNTY, FLORIDA

By: _____
Deputy Clerk

By: _____
Richard T. Crotty, County Mayor

Date: _____

SIGNATURE PAGE FOR LYNX

CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY

By: _____
Linda S. Watson, Chief Executive Officer

Date: _____

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	\$_____
November	\$_____
December	\$_____
January	\$_____
February	\$_____
March	\$_____
April	\$_____
May	\$_____
June	\$_____
July	\$_____
August	\$_____
September	\$_____

Exhibit "B"

DESCRIPTION OF SERVICES

ADDENDUM TO AGREEMENT

25. The Funding Partner agrees to appropriate up to a maximum of thirty-four million eight hundred nineteen thousand four hundred twenty-seven dollars and zero cents (\$34,819,427) to LYNX for fiscal year 2009-2010 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 \$34,819,427 shall be for fixed route bus service, Access LYNX, and other existing services.

(b) The \$34,819,427 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 2009, 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, 2009 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, to include timely payment of health insurance premiums now payable to Orange County under new self-insurance plan, the Funding Partner reserves the right to withhold the monthly payment pursuant to Section 4, of this Agreement. In no event shall payments hereunder be required of the Funding Partner after the termination of this section as set forth in Section 14 or after the expiration of this Agreement as set forth in Section 26.

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.

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

THIS SERVICE FUNDING AGREEMENT (“Agreement”) is made and entered into 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 of January 27, 2009 (the “**Prior Fiscal Year Funding Agreement**”) pursuant to which the Funding Partner agreed to appropriate funds to LYNX for

fiscal year from October 1, 2008 to September 30, 2009 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, 2009; and

WHEREAS, the Funding Partner has budgeted funds for the fiscal year beginning on October 1, 2009 and ending on September 30, 2010 (“**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, 2009 and ending the following September 30, 2010.

“**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 include 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, 2010 and ending the following September 30, 2011.

“**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, 2009 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, 2009, 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 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.

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: Seminole County
1101 East First Street
Sanford, Florida 32771
Attn: Cynthia A. Coto, County Manager

With copy to: Seminole County Services Building
1101 East First Street
Sanford, Florida 32771
Attn: Planning and Development Director

With copy to: Seminole County Services Building
1101 East First Street
Sanford, Florida 32771
Attn: Fiscal Services Director

As to LYNX: Central Florida Regional Transportation Authority
455 North Garland Avenue
Orlando, Florida 32801-1518
Attn: Linda S. Watson, Chief Executive Officer

With copy to: Central Florida Regional Transportation Authority
455 North Garland Avenue
Orlando, Florida 32801-1518
Attn: Albert J. Francis, II, Chief Financial Officer

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

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

20. **Effective Date.** The effective date of this Agreement shall be the date of its execution by the last party to execute this Agreement. Unless terminated earlier in accordance

with Section 7 of this Agreement, this Agreement will terminate on September 30, 2010, except for the provisions of this Agreement which by their terms survive the termination of this Agreement and is effective.

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

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

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

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

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

[Signatures appear on following page]

SIGNATURE PAGE FOR FUNDING PARTNER

ATTEST:

By: _____

Clerk to the Board of County
Commissioners of Seminole
County,
Florida

For the use and reliance of Seminole
County only.
Approved as to form and legal sufficiency.

County Attorney

FUNDING PARTNER:

**BOARD OF COUNTY COMMISSIONERS
OF SEMINOLE COUNTY, FLORIDA**

By: _____

Date: _____

As authorized for execution by the Board of
County Commissioners at their _____,
2009 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: _____
Linda S. Watson, Chief Executive Officer

Date: _____

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	\$ _____
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Exhibit A - Seminole County Transit Service Costs For FY 2010	
<i>Net Fixed Route Operating Costs</i>	<i>Cost</i>
Link 1	\$
Link 23	
Link 34	
Link 45	
Link 41	
Links 102/103 (Formerly Link 39)	
Link 46	
Link 47	
New Link 434 – April 2009 Start	
Subtotal:	\$
<i>Paratransit Services Costs:</i>	
American Disability Act (ADA) Funding	\$
Transportation Disadvantage (TD) Funding	
Medicaid	
Subtotal:	\$
<i>Capital Funding Cost:</i>	
\$2 Capital Funding	\$
<i>Funding Adjustments</i>	
Less: Capital Funding Waived	
Subtotal:	\$
Funding Requested from County	\$
<i>City Direct Payments to LYNX</i>	
City of Sanford	\$
City of Altamonte	
Subtotal:	\$

Total County Transit Service Cost	\$
--	----

FY2010 Billing Schedule:	
October 2009	\$
November 2009	
December 2009	
January 2010	
February 2010	
March 2010	
April 2010	
May 2010	
June 2010	
July 2010	
August 2010	
September 2010	
Annual Funding Request from County	\$

Exhibit "C"

DESCRIPTION OF SERVICES

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 four million three hundred ninety-one thousand three hundred forty-two dollars and zero cents (\$4,391,342) to LYNX for fiscal year 2009-2010 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 \$4,391,342 shall be for fixed-route bus service, Access LYNX, and other existing services.

(b) The \$4,391,342 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 2009, 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, 2009 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
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 _____, 2008 (the “**Prior Fiscal Year Funding Agreement**”) pursuant to which the Funding Partner agreed to appropriate funds to LYNX for

fiscal year from October 1, 2008 to September 30, 2009 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, 2009; and

WHEREAS, the Funding Partner has budgeted funds for the fiscal year beginning on October 1, 2009 and ending on September 30, 2010 (“**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, 2009 and ending the following September 30, 2010.

“**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 include 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, 2010 and ending the following September 30, 2011.

“**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, 2009 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, 2010 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, 2009, 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.

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 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: Osceola County
 1 Courthouse Square, Suite 4700
 Kissimmee, Florida 34741
 Attn: 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: Linda S. Watson, Chief Executive Officer

With copy to: Central Florida Regional Transportation Authority
 455 North Garland Avenue
 Orlando, Florida 32801-1518
 Attn: Albert J. Francis, II, Chief Financial Officer

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

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

20. **Effective Date.** The effective date of this Agreement shall be the date of its execution by the last party to execute this Agreement. Unless terminated earlier in accordance with Paragraph 7 of this Agreement, this Agreement will terminate on September 30, 2010, except for the provisions of this Agreement which by their terms survive the termination of this Agreement and is effective.

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

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

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

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

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

[Signatures appear on following page]

SIGNATURE PAGE FOR FUNDING PARTNER

ATTEST:

FUNDING PARTNER:

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

BOARD OF COUNTY COMMISSIONERS
OF OSCEOLA COUNTY, FLORIDA

By: _____

Date: _____

As authorized for execution by the Board of
County Commissioners at their _____,
2009 regular meeting.

SIGNATURE PAGE FOR LYNX

CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY

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

AKERMAN SENTERFITT,
Counsel for LYNX

By: _____
Patrick T. Christiansen, Esq.

By: _____
Linda S. Watson, Chief Executive Officer

Date: _____

Exhibit "A"

DESCRIPTION OF SERVICE AREA

Exhibit "B"

DESCRIPTION OF APPROPRIATED AMOUNT

October through September	\$ _____
---------------------------	----------

Exhibit A - Osceola County Transit Service Costs For FY 2010	
<i>Net Fixed Route Operating Costs</i>	<i>Cost</i>
Link 4	\$
Link 10	
Link 18	
Link 26	
Link 55	
Link 56	
Link 57	
Subtotal:	\$
<i>Paratransit Services Costs:</i>	
American Disability Act (ADA) Funding	\$
Transportation Disadvantage (TD) Funding	
Medicaid	
Subtotal:	\$
<i>Capital Funding Cost:</i>	
\$2 Capital Funding	\$
<i>Funding Adjustments</i>	
Less: Capital Funding Waived	
Subtotal:	\$
Funding Requested from County	\$
<i>City Direct Payments to LYNX</i>	
City of Kissimmee	\$
City of St. Cloud	
Subtotal:	\$
Total County Transit Service Cost	\$

FY2010 Billing Schedule:	
October 2009	\$
November 2009	
December 2009	
January 2010	
February 2010	
March 2010	
April 2010	
May 2010	
June 2010	
July 2010	
August 2010	
September 2010	
Annual Funding Request from County	\$

Exhibit "C"

DESCRIPTION OF SERVICES

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 four million six hundred one thousand two hundred eighty-four dollars and zero cents (\$4,601,284) to LYNX for fiscal year 2009-2010 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 \$4,601,284 shall be for fixed-route bus service, Access LYNX, and other existing services.

(b) The \$4,601,284 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 2009, 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, 2009 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.

27. In order to achieve further operating efficiencies, the parties agree as follows:

(a) The County and LYNX will continue to meet to study and review whether there are savings, if any, available in the event there is placed in Osceola County an operation base to service, among other routes, those routes in Osceola County.

(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 the location, cost, timing and other matter associated with said facility. The parties will further determine whether there are any "net savings" available to the County as set forth below.

(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.

28. The City of Kissimmee and the City of St. Cloud (the "**Cities**") are located within Osceola 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
LAKE COUNTY, FLORIDA
and
LYNX**

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

WITNESSETH

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

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

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

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

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

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

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

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

WHEREAS, the Funding Partner and LYNX entered into an Interlocal Agreement for Public Transit Services dated as of January 27, 2009 (the “**Prior Fiscal Year Funding Agreement**”) pursuant to which the Funding Partner agreed to appropriate funds to LYNX for

fiscal year from October 1, 2008 to September 30, 2009 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, 2009; and

WHEREAS, the Funding Partner has budgeted funds for the fiscal year beginning on October 1, 2009 and ending on September 30, 2010 ("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, 2009 and ending the following September 30, 2010.

"**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, 2010 and ending the following September 30, 2011.

“**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, 2009 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, 2009, 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 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.

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: Cindy Hall, County Manager

With copy to: Lake County Services Building
PO Box 7800
Tavares, Florida 32778
Attn: Planning and Development Director

With copy to: LAKE County Services Building
PO Box 7800
Tavares, Florida 32778
Attn: Fiscal Services Director

As to LYNX: Central Florida Regional Transportation Authority
455 North Garland Avenue
Orlando, Florida 32801-1518
Attn: Linda S. Watson, Chief Executive Officer

With copy to: Central Florida Regional Transportation Authority
455 North Garland Avenue
Orlando, Florida 32801-1518
Attn: Albert J. Francis, II, Chief Financial Officer

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

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

20. **Effective Date.** The effective date of this Agreement shall be the date of its execution by the last party to execute this Agreement. Unless terminated earlier in accordance with Section 7 of this Agreement, this Agreement will terminate on September 30, 2010, except for the provisions of this Agreement which by their terms survive the termination of this Agreement and is effective.

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

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

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

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

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

[Signatures appear on following page]

SIGNATURE PAGE FOR FUNDING PARTNER

ATTEST:

FUNDING PARTNER:

By: _____

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.

County Attorney

BOARD OF COUNTY COMMISSIONERS
OF LAKE COUNTY, FLORIDA

By: _____

Date: _____

As authorized for execution by the Board of
County Commissioners at their _____,
2009 regular meeting.

SIGNATURE PAGE FOR LYNX

**CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY**

By: _____
Linda S. Watson, Chief Executive Officer

Date: _____

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	\$ _____
---------------------------	----------

Exhibit A - Lake County Transit Service Costs For FY 2010	
<i>Net Fixed Route Operating Costs</i>	<i>Cost</i>
Link 204	\$ 159,753
Link 55	86,326
Subtotal:	\$ 246,079
Less: Estimated Fares	(22,945)
Less: Link 55 Service Development Grant Funding – FY2009	(76,911)
Total County Transit Service Cost	\$ 146,223

FY2010 Billing Schedule:	
October 2009	\$12,185
November 2009	12,185
December 2009	12,185
January 2010	12,185
February 2010	12,185
March 2010	12,185
April 2010	12,185
May 2010	12,185
June 2010	12,185
July 2010	12,186
August 2010	12,186
September 2010	12,186
Annual Funding Request from County	\$146,223

Exhibit "C"

DESCRIPTION OF SERVICES

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 forty-six thousand dollars and zero cents (\$146,223) to LYNX for fiscal year 2009-2010 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 \$146,223 shall be for fixed-route bus service, Access LYNX, and other existing services.

(b) The \$146,223 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 2009, 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, 2009 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, 20____, 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 [Funding Agreement], dated as of [October 1, 20____] (the “Prior Fiscal Year Funding Agreement”) pursuant to which the Funding Partner agreed to appropriate funds to LYNX for fiscal year _____ (October 1,

20____ - September 30, 20____) 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, 20____; and

WHEREAS, the Funding Partner has budgeted funds for the fiscal year beginning on October 1, 20__ and ending on September 30, 20__ (“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, 2009 and ending the following September 30, 2010.

“**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 include 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 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 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, 20__ 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)(ii) (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, 20___, 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,

[Insert address]
Attn: _____

With copy to: [Insert name]
[Insert address]
Attn: _____

With copy to: [Insert name]
[Insert address]
Attn: _____

As to LYNX: Central Florida Regional Transportation Authority
455 North Garland Avenue
Orlando, Florida 32801-1518
Attn: _____

With copy to: [Insert name]
[Insert address]
Attn: _____

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, 20____, 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 _____ County, Florida, or such other public official responsible under general or special

law for the public records of _____ 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 ___ pages. 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: _____
Linda S. Watson
Chief Executive Officer

**STATE OF FLORIDA
COUNTY OF ORANGE**

The foregoing instrument was acknowledge before me this _____ day of _____, 20__, 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 _____

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 \$ _____

Exhibit A City of Orlando Transit Service Costs For FY 2010	
Total County Transit Service Cost	\$

FY2010 Billing Schedule:	
October 2009	\$
January 2010	
April 2010	
July 2010	
Annual Funding Request from City	\$

Exhibit "B"

DESCRIPTION OF SERVICES

ADDENDUM TO AGREEMENT

25. WHEREAS, 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 three million seven hundred forty-four thousand four hundred dollars and zero cents (\$3,744,400) to LYNX for fiscal year 2009-2010 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 \$3,744,400 shall be for fixed route bus service, Access LYNX, and other existing services.

(b) The \$3,744,400 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 2009, 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, 2009 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 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 ALTAMONTE SPRINGS, FLORIDA
and
LYNX

THIS SERVICE FUNDING AGREEMENT (“Agreement”) is made and entered into as of October 1, 20____, 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 a [Funding Agreement], dated as of [October 1, 20____] (the “Prior Fiscal Year Funding Agreement”) pursuant to which the Funding Partner agreed to appropriate funds to LYNX for fiscal year _____ (October 1,

20____ - September 30, 20____) 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, 20____; and

WHEREAS, the Funding Partner has budgeted funds for the fiscal year beginning on October 1, 20__ and ending on September 30, 20__ (“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:

28. **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.

29. **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, 20__ and ending the following September 30, 20____.

“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 include 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.

1. 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, 20__ 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 33(a)(ii) (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, 20___, 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 33(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.

2. **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.

3. **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.

4. **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.

5. **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.

6. **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.

7. **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.

8. **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.

9. **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.

10. **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.

11. **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.

12. **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.

13. **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.

14. **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.

15. **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
 Transportation Planning Bureau
 225 Newburyport Avenue
 Altamonte Springs, Florida 32701
 Attn: _____

With copy to: [Insert name]
[Insert address]
Attn: _____

With copy to: [Insert name]
[Insert address]
Attn: _____

With copy to: [Insert name]
[Insert address]
Attn: _____

As to LYNX: Central Florida Regional Transportation Authority
455 North Garland Avenue
Orlando, Florida 32801-1518
Attn: _____

With copy to: [Insert name]
[Insert address]
Attn: _____

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

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

17. **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, 20____, except for the provisions of this Agreement which by their terms survive the termination of this Agreement.

18. **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.

19. **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.

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

21. **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.

22. **Addendum.** There is attached hereto a certain Addendum consisting of ____ pages. 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: _____

Date: _____

ATTEST:

By: _____
Deputy Clerk

SIGNATURE PAGE FOR LYNX

**CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY**

By: _____
Linda S. Watson
Chief Executive Officer

**STATE OF FLORIDA
COUNTY OF ORANGE**

The foregoing instrument was acknowledge before me this _____ day of _____, 20__, 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 _____

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 \$ _____

Exhibit A City of Altamonte Springs Transit Service Costs For FY 2010	
Total County Transit Service Cost	\$

FY2010 Billing Schedule:	
October 2009	\$
January 2010	
April 2010	
July 2010	
Annual Funding Request from City	\$

Exhibit "B"

DESCRIPTION OF SERVICES

ADDENDUM TO AGREEMENT

23. WHEREAS, the Funding Partner, on _____, adopted a Comprehensive Policy Plan (the “CPP”), which calls for specific level of service improvements in public transportation; and

24. The Funding Partner agrees to appropriate up to a maximum of one hundred thirty thousand dollars and zero cents (\$130,000) to LYNX for fiscal year 2009-2010 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 \$130,000 shall be for fixed route bus service, Access LYNX, and other existing services.

(b) The \$130,000 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 2009, 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, 2009 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 SANFORD, FLORIDA
and
LYNX**

THIS SERVICE FUNDING AGREEMENT (“Agreement”) is made and entered into as of October 1, 20____, 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 1, 20____] (the “Prior Fiscal Year Funding Agreement”) pursuant to which the Funding Partner agreed to appropriate funds to LYNX for fiscal year _____ (October 1,

20____ - September 30, 20____) 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, 20____; and

WHEREAS, the Funding Partner has budgeted funds for the fiscal year beginning on October 1, 20__ and ending on September 30, 20__ (“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, 20__ and ending the following September 30, 20____.

“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, 20__ 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)(ii) (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, 20___, 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.

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(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

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(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.

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(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.

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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.

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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.

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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 32771
 Attn: _____

With copy to: [Insert name]
[Insert address]
Attn: _____

With copy to: [Insert name]
[Insert address]
Attn: _____

With copy to: [Insert name]
[Insert address]
Attn: _____

As to LYNX: Central Florida Regional Transportation Authority
455 North Garland Avenue
Orlando, Florida 32801-1518
Attn: _____

With copy to: [Insert name]
[Insert address]
Attn: _____

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, 20___, 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 _____ County, Florida, or such other public official responsible under general or special law for the public records of _____ 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 ____ pages. 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:

By: _____

Date: _____

ATTEST:

By: _____
Deputy Clerk

SIGNATURE PAGE FOR LYNX

**CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY**

By: _____
Linda S. Watson
Chief Executive Officer

**STATE OF FLORIDA
COUNTY OF ORANGE**

The foregoing instrument was acknowledge before me this _____ day of _____, 20__, 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 _____

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	\$_____
November	\$_____
December	\$_____
January	\$_____
February	\$_____
March	\$_____
April	\$_____
May	\$_____
June	\$_____
July	\$_____
August	\$_____
September	\$_____

Exhibit "B"

DESCRIPTION OF SERVICES

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 thousand dollars and zero cents (\$100,000) to LYNX for fiscal year 2010 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 \$100,000 shall be for fixed-route bus service, Access LYNX, and other existing services.

(b) The \$100,000 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 2009, 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, 2009 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 ST. CLOUD, FLORIDA
and
LYNX**

THIS SERVICE FUNDING AGREEMENT (“Agreement”) is made and entered into as of October 1, 20___, 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 1, 20___] (the “Prior Fiscal Year Funding Agreement”) pursuant to which the Funding Partner agreed to appropriate funds to LYNX for fiscal year _____ (October 1,

20____ - September 30, 20____) 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, 20____; and

WHEREAS, the Funding Partner has budgeted funds for the fiscal year beginning on October 1, 20__ and ending on September 30, 20__ (“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, 20__ and ending the following September 30, 20____.

“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, 20__ 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)(ii) (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, 20___, 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
 Attn: _____

With copy to: [Insert name]
[Insert address]
Attn: _____

With copy to: [Insert name]
[Insert address]
Attn: _____

With copy to: [Insert name]
[Insert address]
Attn: _____

As to LYNX: Central Florida Regional Transportation Authority
455 North Garland Avenue
Orlando, Florida 32801-1518
Attn: _____

With copy to: [Insert name]
[Insert address]
Attn: _____

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, 20___, 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 _____ County, Florida, or such other public official responsible under general or special law for the public records of _____ 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 ____ pages. 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:

By: _____

Date: _____

ATTEST:

By: _____
Deputy Clerk

SIGNATURE PAGE FOR LYNX

**CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY**

By: _____
Linda S. Watson
Chief Executive Officer

**STATE OF FLORIDA
COUNTY OF ORANGE**

The foregoing instrument was acknowledge before me this _____ day of _____, 20__, 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 _____

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	\$_____
November	\$_____
December	\$_____
January	\$_____
February	\$_____
March	\$_____
April	\$_____
May	\$_____
June	\$_____
July	\$_____
August	\$_____
September	\$_____

Exhibit "B"

DESCRIPTION OF SERVICES

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 seventy-four thousand one hundred ninety-two dollars and zero cents (\$174,192) to LYNX for fiscal year 2009-2010 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 \$174,192 shall be for fixed-route bus service, Access LYNX, and other existing services.

(b) The \$174,192 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 2009, 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, 2009 or the execution date of this Agreement. Notwithstanding the foregoing, in the event LYNX fails to submit the required quarterly reports or fails to comply with any material terms of this Agreement, the Funding Partner reserves the right to withhold the monthly payment pursuant to Section 3, of this Agreement.

Action Agenda Item #7.H

To: LYNX Board of Directors

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

Phone: 407.841.2279 ext: 6064

Item Name: Authorization to Adopt Resolutions 09-008, 09-009, 09-010 in Support of the State of Florida Department of Transportation's Track 1 and 2 Application for SunRail, HighSpeed Rail, and Amtrak Services

Date: 9/24/2009

ACTION REQUESTED:

Staff is requesting the Board of Directors' adoption of three Resolutions 09-008, 09-009 and 09-010 supporting the Florida Department of Transportation's (FDOT) applications for three distinct rail projects that will impact our region.

BACKGROUND:

LYNX has been asked to join municipal governments throughout the region and other community organizations in support of Florida Department of Transportation (FDOT) Track 1 and Track 2 applications for funding SunRail, HighSpeed Rail, and Amtrak service between Jacksonville and Miami on Florida's east coast railroad through the high speed intercity rail program.

FISCAL IMPACT:

There is no fiscal impact to this action.

RESOLUTION 09-008

**A RESOLUTION IN SUPPORT OF THE FLORIDA DEPARTMENT OF
TRANSPORTATION (FDOT) APPLICATION FOR FUNDING THE CENTRAL
FLORIDA RAIL PASSENGER CORRIDOR THROUGH THE HIGH SPEED
INTERCITY PASSENGER RAIL PROGRAM (SUNRAIL)**

WHEREAS, an unprecedented spirit of cooperation and partnership brought the City of Orlando, Orange County, Seminole County, Volusia County, Osceola County, the Central Florida Partnership, the Metro Orlando Economic Development Commission, METROPLAN ORLANDO, and the Florida Department of Transportation (FDOT) together in support of Passenger Rail in Central Florida; and

WHEREAS, FDOT has reached agreement with CSX Transportation providing for the acquisition of the CSXT's A-Line between Milepost A749.7 near DeLand and A814.1 near Poinciana, a distance of approximately 61.5 miles for the use of the Commuter Rail Project and improvements to all passenger rail in the corridor; and

WHEREAS, FDOT is in process of finalizing the design, permitting and construction of Central Florida's Commuter Rail Project known as SUNRAIL; and

WHEREAS, implementation of the improved rail access to SUNRAIL, Florida's High Speed Rail and future Light Rail Transit Projects in Central Florida will result in environmental benefits, improve the quality of life in the state, stimulate economic growth, create new employment options, and serve as a positive growth management catalyst; and

WHEREAS, improvements to passenger rail will greatly benefit all of the citizens of and visitors to the Central Florida region, and is needed in order to relieve traffic congestion, provide transportation opportunities, and provide a relief for I-4 traffic during its reconstruction; and

WHEREAS, Central Florida Communities have been working for decades to create a balanced transportation system and, with concurrent development of improvements to roadways and bus transit, will greatly enhance the mobility of the traveling public; and

WHEREAS, it is more critical than ever to provide the traveling public with transportation alternatives as gasoline prices continue to rise and new federal air quality standards for ozone put Central Florida at risk of being declared a non-attainment area which could result in sanctions being imposed; and

WHEREAS, the President of the United States, Barack Obama; and the Secretary of the United States Department of Transportation, Ray LaHood; and Congressman John Mica and Congresswoman Corrine Brown are working in support of a High-Speed Intercity Passenger Rail System; and

WHEREAS, the Central Florida Commuter Rail Project will support the efforts of Governor Crist's Energy and Climate Change Action Plan, established by Executive Order 07-128, with ambitious goals for reducing statewide green house gas emissions;

NOW THEREFORE, BE IT RESOLVED by the Board of Directors of the Central Florida Regional Transportation Authority supports the Application for High Speed Intercity Passenger Rail Track 1 funding by the Florida Department of Transportation; for funding of right of way acquisition for the 61-mile rail corridor which will facilitate intercity rail travel; and

AND BE IT FURTHER RESOLVED that the Central Florida Regional Transportation Authority encourages Mayor Buddy Dyer, as Chairman of the Central Florida Commuter Rail Commission, to work in concert with all regional funding partners along with the Florida Department of Transportation to help secure a High-Speed Intercity Passenger Rail System which will connect Tampa Bay to Orlando and ultimately to Miami.

**CERTIFICATION OF THE ADOPTION OF THE RESOLUTION #09-008 IN
SUPPORT OF THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT)
APPLICATION FOR FUNDING THE CENTRAL FLORIDA RAIL PASSENGER
CORRIDOR THROUGH THE HIGH SPEED INTERCITY PASSENGER RAIL
PROGRAM**

APPROVED AND ADOPTED this _____ day of _____, 2009, by the Governing Board of Directors of the Central Florida Regional Transportation Authority.

CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY

By: Governing Board

Carlton Henley, Chairman

Linda S. Watson, Chief Executive Officer

ATTEST:

Assistant Secretary

RESOLUTION 09-009

**A RESOLUTION IN SUPPORT OF THE FLORIDA
DEPARTMENT OF TRANSPORTATION (FDOT) TRACK 2
APPLICATION FOR FUNDING THE FLORIDA HIGH
SPEED RAIL PROGRAM**

WHEREAS, the President of the United States, Barack Obama, proposes a bold vision to help address the Nation's Transportation challenges by investing in an efficient, high-speed passenger rail network; and

WHEREAS, the Secretary of the United States Department of Transportation, Ray LaHood; and Congressman John Mica and Congresswoman Corrine Brown are working in support of a High-Speed Intercity Passenger Rail System; and

WHEREAS, the Florida Department of Transportation (FDOT) submitted a pre-application for to the U.S. Department of Transportation to fund the development of Florida's High-Speed Intercity Passenger Rail System as outlined in the High-Speed Rail Strategic Plan published by the Federal Railroad Administration in April 2009; and

WHEREAS, High-Speed Intercity Passenger Rail System connecting Tampa, Orlando and Miami will become an integral part of Florida's balanced transportation system and, with concurrent development of improvements to other passenger rail and bus transit, will greatly enhance the mobility of the traveling public within the fourth most populous state in the union; and

WHEREAS, the Florida Department of Transportation has obtained most of the Right of Way for 90 percent of the corridor between Tampa and Orlando; and

WHEREAS, the segment from Tampa to Orlando is ready to begin construction within two years; and

WHEREAS, the Florida High Speed Rail project is a viable public/private partnership based on previous ridership forecasts; and

WHEREAS, the Central Florida Regional Transportation Authority is committed to championing a multi-modal transportation system which will contribute significantly to enhancing the vitality, quality of life and positive community reputation of the Central Florida Region; and

WHEREAS, Central Florida is in final design of a regional rail system which can provide access to the Florida High Speed Rail Project and the Tampa Bay Region has a light rail transit study underway which will increase rail connectivity; and

WHEREAS, High-Speed Intercity Passenger Rail System will support the effort of Governor Crist's Energy and Climate Change Action Plan, established by Executive Order 07-128, with ambitious goals for reducing statewide green house gas emissions.

NOW THEREFORE, BE IT RESOLVED by the Central Florida Regional Transportation Authority Board of Directors supports the Florida High Speed Rail Program for Track 2 funding within the ARRA High Speed Intercity Passenger Rail Program.

CERTIFICATION OF THE ADOPTION OF RESOLUTION NO. 09-009 IN

**SUPPORT OF THE FLORIDA DEPARTMENT OF
TRANSPORTATION (FDOT) TRACK 2 APPLICATION FOR
FUNDING THE FLORIDA HIGH SPEED RAIL PROGRAM**

APPROVED AND ADOPTED this _____ day of _____, 2009, by the Governing Board of Directors of the Central Florida Regional Transportation Authority.

CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY

By: Governing Board

Carlton Henley, Chairman

Linda S. Watson, Chief Executive Officer

ATTEST:

Assistant Secretary

RESOLUTION 09-010

**A RESOLUTION IN SUPPORT OF THE FLORIDA DEPARTMENT OF
TRANSPORTATION (FDOT) TRACK 2 APPLICATION FOR FUNDING AMTRAK
SERVICE BETWEEN JACKSONVILLE AND MIAMI ON FLORIDA'S EAST COAST
RAILROAD THROUGH THE HIGH SPEED INTERCITY RAIL PROGRAM
(AMTRAK SERVICE FROM JACKSONVILLE TO MIAMI)**

WHEREAS, the President of the United States, Barack Obama, proposes a new vision to help address the Nation's Transportation challenges by investing in an efficient, high-speed passenger rail network; and

WHEREAS, the Secretary of the United States Department of Transportation, Ray LaHood; and Congressman John Mica and Congresswoman Corrine Brown are working in support of a High-Speed Intercity Passenger Rail System; and

WHEREAS, the Florida Department of Transportation (FDOT) submitted a pre-application for to the U.S. Department of Transportation to fund the development of Florida's High-Speed Intercity Passenger Rail System as outlined in the High-Speed Rail Strategic Plan published by the Federal Railroad Administration in April 2009; and

WHEREAS, improved passenger rail from Jacksonville to Miami will connect to South Florida's Tri-Rail system and will become an integral part of Florida's balanced transportation system; and

WHEREAS, concurrent development of improvements to other passenger rail and bus transit, will greatly enhance the mobility of the traveling public within the fourth most populous state in the union; and

WHEREAS, passenger service on the Florida East Coast corridor between Jacksonville and Miami was discontinued in 1968; and

WHEREAS, the City of Orlando is committed to championing a multi-modal transportation systems throughout all of Florida that will contribute significantly to enhancing the vitality, quality of life for all those who visit and live in Florida; and

WHEREAS, improving passenger rail between Jacksonville and Miami will support the effort of Governor Crist's Energy and Climate Change Action Plan, established by Executive Order 07-128, with ambitious goals for reducing statewide green house gas emissions.

NOW THEREFORE, BE IT RESOLVED by the Board of Directors of the Central Florida Regional Transportation Authority that the Central Florida Regional Transportation Authority supports the Florida High Speed Rail Program for Track 2 funding within the ARRA High Speed Intercity Passenger Rail Program for the Florida East Coast service.

**CERTIFICATION OF THE ADOPTION OF RESOLUTION NO. 09-010 IN
SUPPORT OF THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT)
TRACK 2 APPLICATION FOR FUNDING AMTRAK SERVICE BETWEEN
JACKSONVILLE AND MIAMI ON FLORIDA'S EAST COAST RAILROAD
THROUGH THE HIGH SPEED INTERCITY RAIL PROGRAM**

APPROVED AND ADOPTED this _____ day of _____, 2009, by the Governing Board of Directors of the Central Florida Regional Transportation Authority.

CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY

By: Governing Board

Carlton Henley, Chairman

Linda S. Watson, Chief Executive Officer

ATTEST:

Assistant Secretary

Action Agenda Item #7.I

To: LYNX Board of Directors

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

Phone: 407.841.2279 ext: 6064

Item Name: 2010 State Legislative Priorities

Date: 9/24/09

ACTION REQUESTED:

Staff is requesting the Board of Directors' approval of LYNX' State Legislative priorities for the 2010 session.

BACKGROUND:

During the 2010 State Legislative session, LYNX will engage in statutory goals and will not pursue State appropriations. LYNX may adopt one of four positions: support, oppose, take no position, or monitor.

PROPOSED 2009 STATE LEGISLATIVE PRIORITIES

Advance Central Florida Commuter Rail Project

The Central Florida Commuter Rail Project is a critical component of our region's future transportation system. It is also the first piece of a larger, regional transit system which would open the door for other rail systems throughout the state including High Speed Rail connectivity with Tampa and Miami.

Protect the Transportation Disadvantaged Trust Fund

Support the Commission for Transportation Disadvantaged Trust Fund. Raiding the TD Trust Fund takes valuable resources from trust fund coffers that provide much needed paratransit service.

Disallow the use of Cellular and Mobile Communication Devices by Public Transit Operators.

Support FDOT amendment to ban public transit operators from using cellular, mobile or wireless devices (including headsets) while operating a public transit vehicle. The State of Florida stands to lose 25 percent of transportation funding if legislation proposed U.S. Sen. Charles Schumer

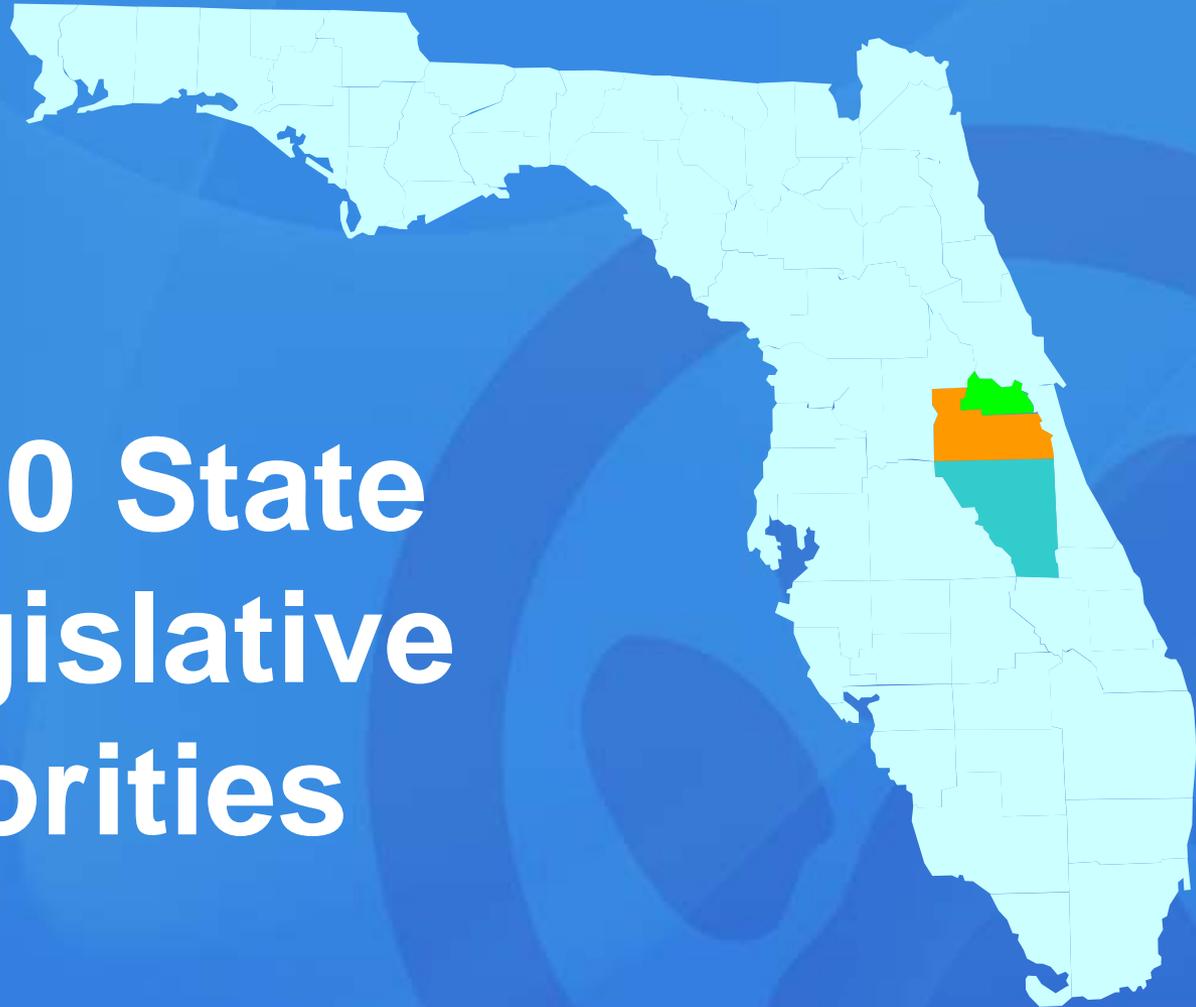
(D-NY) is passed. The Avoiding Life Endangering and Reckless Texting (ALERT) Act would automatically withhold 25 percent of federal transportation funding from states lacking laws against texting while driving. U.S. DOT Secretary Ray LaHood has elevated this issue and is convening a panel to address text messaging and cell phone use by drivers.

Modify Statute to allow LYNX to Enter into Capital Lease Agreements.

Support LYNX Charter modification to enable LYNX to enter into capital lease agreements to acquire rolling stock. Unlike other RTA's, LYNX currently cannot enter into long-term lease agreements without going through the division of bond finance. This practice limits LYNX' ability to enter into less costly lease agreements.

LYNX will also actively monitor transportation-related legislation to support or oppose transit initiatives that impact the legislative priorities of partner organizations consistent with the direction provided by the LYNX Board of Directors and that will advance the interests of our region.

2010 State Legislative Priorities



Continued
Support

Central Florida Commuter Rail

LYNX supports SunRail as a critical component of our region's future transportation system. It is essential as the first piece of a larger transit system which would open the door for other State rail systems including High Speed Rail connectivity with Tampa and Miami.

Support

Ban use of Cellular Communication Devices by Public Transit Operators while on Duty

Support FDOT amendment to ban public transit operators from texting or using mobile or wireless devices (including headsets) while operating a public transit vehicle.

Florida stands to lose 25 percent of transportation funding if proposed federal legislation sponsored by U.S. Senator Charles Schumer (D-NY) is enacted.

U.S. DOT Secretary Ray LaHood has elevated this issue.

Support

Modify Statute in LYNX Charter to enable Capital Lease Agreements.

Unlike other RTA's in Florida, LYNX cannot enter into long-term lease agreements to acquire rolling stock without first going through the division of bond finance. This practice limits LYNX' ability to enter into less expensive lease agreements.

Support

Protect Transportation and TD Trust Funds

LYNX supports fighting diversions of state transportation tax dollars to finance other general purpose governmental functions.

State transportation funding sources have been diverted from the Florida State Transportation Trust Fund (STTF) and the TD trust fund resulting in the deferral or deletion of more than **\$9.3 billion** in transportation and road project commitments.*

The state gas tax *user fee* is collected from motorists to improve and maintain transportation in Florida. Diverting these tax dollars away from the Transportation Trust Funds represents a breaking of the political and business contract between Florida's state leaders and the motoring public.

* According to Florida Transportation Commission - May 2009: Transportation revenue estimates for fiscal years 2007 through 2014.

Passed last year

Charter County Parity

LYNX and Polk County were successful in removing the *January 1, 1984 date* in state Charter County statute to enable all counties, regardless of charter date, to ask the voters through referendum for support of transportation funding initiatives.

LYNX will continue

- Monitor transportation-related legislation to ensure transit efforts are not negatively influenced
- Support legislative priorities of partner organizations that are consistent with the direction provided by the LYNX Board of Directors and that will advance the interests of our region

Action Agenda Item #7.J

To: LYNX Board of Directors

From: Lisa Darnall
CHIEF OPERATING OFFICER
Bert Francis
(Technical Contact)

Phone: 407.841.2279 ext: 6036

Item Name: Authorization to Enter into a Purchasing Agreement with Orange County and Orlando Utilities Commission (OUC) to Purchase Biodiesel Fuel from LYNX

Date: 9/24/2009

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to enter into a purchasing agreement with Orange County and Orlando Utilities Commission (OUC) to purchase biodiesel fuel from LYNX.

BACKGROUND:

LYNX is currently participating in a demonstration project with the Florida Department of Energy on the conversion of all revenue vehicles for biodiesel fuel. Orlando Utilities Commission (OUC) and Orange County are partners in this program. LYNX will purchase all the biodiesel and diesel fuel required, blend the biodiesel/diesel and then sell back the finished product to OUC and Orange County. The conversion of all LYNX' revenue vehicles is scheduled to begin October 2009 and will allow for the reduction of the tailpipe emissions that are produced by its fleet of buses and reduce the dependence of petroleum based fuel.

At the October 23, 2008 Board of Directors' meeting, the Board approved the award of a contract for the design build of the Biodiesel Blending Facility located at the LYNX Operations Center. At the May 28, 2009 Board of Directors' meeting, the Board authorized the release of an Invitation for Bid (IFB) for B-99 biodiesel.

Staff has estimated that a total of 1.24M gallons of biodiesel will be purchased, 400,000 gallons for OUC/OC and 840,000 for LYNX' fleet of buses. The usage of 840,000 gallons of biodiesel will directly reduce the diesel consumed by the LYNX' fleet of buses. The B-99 biodiesel will be ordered and delivered to LYNX on an as-needed basis and stored on site to be blended with the diesel fuel.

LYNX' staff and legal counsel will work with Orange County and OUC staff to finalize the terms and conditions of the proposed agreement. At this time, authorization is requested from the Board for LYNX staff to complete the purchasing agreement with each partner, including completion of any exhibits and addenda. This would permit the purchasing agreements to be executed more quickly and allow Orange County and OUC to start taking deliveries of the product. Changes would be permitted to the purchasing agreement by way of changes to the addendum provided that said changes are not materially adverse to LYNX.

FISCAL IMPACT:

The Biodiesel Demonstration Project is fully funded by Florida Department of Energy in the amount of \$2.5 million. The fuel purchases for LYNX will be included in the Annual Operating Budget for FY2010. LYNX will invoice Orange County and Orlando Utilities Commission for their purchases of the biodiesel product in accordance with the proposed agreement.

Action Agenda Item #7.K

To: LYNX Board of Directors

From: Edward Johnson
CHIEF ADMINISTRATIVE OFFICER
Sherry Zielonka
(Technical Contact)

Phone: 407.841.2279 ext: 6058

Item Name: Approval of Chief Executive Officer's (CEO) Annual Appraisal

Date: 9/24/2009

ACTION REQUESTED:

Board Chair, Commissioner Carlton Henley is seeking approval of the Chief Executive Officer's (CEO) annual performance appraisal by the LYNX Board of Directors.

BACKGROUND:

At the June 2004 Board of Directors meeting, the LYNX governing Board selected Ms. Linda Watson as the agency's Chief Executive Officer (CEO). At the time of appointment the CEO was awarded a three year contract that included certain negotiated benefits and requirements for an annual performance and compensation review. Consistent with the employment agreement, the Chairman of the Board authorized General Counsel to coordinate with each Board member to initiate the Fiscal Year 2009 performance appraisal.

Action Agenda Item #7.L

To: LYNX Board of Directors

From: Edward Johnson
CHIEF ADMINISTRATIVE OFFICER
Edward Johnson
(Technical Contact)

Phone: 407.841.2279 ext: 6058

Item Name: Election of the 2010 Board of Directors' Officers

Date: 9/24/2009

On an annual basis, the Board of Directors elects from its membership a Chairman, Vice Chairman and Secretary. These positions shall exercise such powers and duties empowered within each as noted in Section 2.2 of Administrative Rule #2 – Board Governance (bylaws).

Legal Counsel will preside over the election of officers.

Work Session Item #8.A

To: LYNX Board of Directors

From: Edward Johnson
CHIEF ADMINISTRATIVE OFFICER
Tony Walter
(Technical Contact)

Phone: 407.841.2279 ext: 6058

Item Name: Presentation on Seminole County's 17/92 Community Redevelopment Agency (CRA)

Date: 9/24/2009

Ms. Linda Watson and Mr. Phil Laurien, Executive Director for the East Central Florida Regional Planning Council (ECFRPC) will provide an update on Seminole County's Community Redevelopment Agency's Fern Park Analysis and the potential use of Bus Rapid Transit (BRT) along the S.R. 17/92 corridor.

Information Item A: Update on the LYMMO Alternative Analysis

To: LYNX Board of Directors

From: Edward Johnson
CHIEF ADMINISTRATIVE OFFICER
Tony Walter
(Technical Contact)
Belinda Balleras
(Technical Contact)

Phone: 407.841.2279 ext: 6058

Item Name: Update on the LYMMO Alternative Analysis

Date: 9/24/2009

BACKGROUND:

In January 2009 the Board authorized staff to submit grant applications to the Federal Transit Administration (FTA) totaling \$926,000 and to execute an Inter-local Agreement with the City of Orlando for the LYMMO Expansion Alternatives Analysis (AA) study and subsequent funding for the expansion program.

To facilitate compliance and reporting with FTA's Title VI and Disadvantage Business Enterprise (DBE) regulation, it has been agreed that LYNX will handle the procurement of consulting services and management for the AA and subsequent phases of the LYMMO Expansion project. The City of Orlando provided to LYNX staff a statement of work, evaluation criteria and suggested members to serve on the Source Evaluation Committee (SEC). LYNX will provide project management with oversight by the City as needed and will be responsible for any contract modifications and payments made under the resulting contract.

The Inter-Local Agreement was approved and executed. LYNX released the request for proposal (RFP) on September 15, 2009. The request to award the contract is scheduled to go to the December Board meeting.

DESCRIPTION OF THE PROPOSED NEW EXPANSION:

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

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

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

Monthly Report A: Financial Reports

To: LYNX Board Of Directors

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

Phone: 407.841.2279 ext: 6047

Item Name: Monthly Financial Reports - July 31, 2009

Date: 9/24/2009

Please find attached the monthly financial report for the ten months ending July 31, 2009. LYNX' Statement of Revenues, Expenses, and Changes in Net Assets (Operating Statement) for the ten months ending July 31, 2009 reflect total revenue earned in the amount of \$92,868,305 and total expenses incurred in the amount of \$85,816,725 resulting in a net operating profit of \$7,051,580.

- Fixed route and Vanpool services resulted in an operating profit of \$7,365,106 for the first ten months of the fiscal year.
- Paratransit services resulted in an operating loss of \$(313,526) for the first ten months of the fiscal year.

Fixed Route Operations:

The year-to-date Operating Revenues are lower than the budget at 88%. Customer fares are at 90% of the budgeted amount year-to-date and are 7% below the budget amount for the month of July. Also, we implemented additional service reductions on December 7th, which contributes to the decrease in customer fares and has also resulted in a 9.4% decreased ridership.

In addition, we are experiencing significant declines in the Orlando advertising market, 36.3%, resulting from the state of the economy. Current advertising clients are either not renewing or renewing for reduced amounts. As such, LYNX advertising revenue year-to-date is significantly less than anticipated. Actual revenues through July 2009 for advertising on buses, shelters, and in-kind (trade) transactions are \$711,217, \$58,057, and \$156,935, respectively. The Advertising Sales staff continues to actively seek new clients and work with existing clients to offer an attractive and affordable advertising program.

On the positive side, we have experienced decreases in the price of fuel; which is under budget by approximately 29% for the first ten months of the fiscal year. Also, fixed route operating

expenses for salaries, wages, and fringe benefits are under budget due to various vacancies and service changes implemented in August and December 2008. In addition, expenses related to leases, utilities, taxes, and licenses are less than budgeted. Professional services related to the “Public Awareness and Multidiscipline Training” and “Fast Track Training” grant programs are less than anticipated. Casualty and liability insurance expenses are under budget due to the timing of the settlement of several outstanding claims anticipated for the year.

Paratransit Operations:

The operating loss from Paratransit operations is a result of less than anticipated revenues from Medicaid and Transportation Disadvantage (TD) are less than budgeted. However, we are indicating positive results in the price of unleaded fuel that continues to be low and is averaging \$1.95 per gallon. The fuel is budgeted at a net price of \$3.45 per gallon in the FY2009 budget. We are currently paying \$1.87 per gallon. This alleviates the impact of the Medicaid and TD revenue shortfalls.

Although purchased transportation costs year-to-date are slightly above the amounts budgeted, our provider, MV Transportation, is currently providing 1.37 trips per hour; the budget in FY2009 reflects 1.127 trips per hour. This alleviates the impact of the increase in trips above budget.

An analysis follows:

ACCESS LYNX			
FY2009	Trips (Year-to-Date)	Trip Rate	Costs
Actual (with est.)	514,423	\$28.89	\$14,861,099
Budget (rounding)	473,410	\$31.43	\$14,877,470
Excess Trips/Costs	41,013	\$(2.54)	\$ 16,371

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY
BALANCE SHEETS
JULY 31, 2009 AND 2008
(UNAUDITED)

	2009	2008
ASSETS		
CURRENT ASSETS:		
Cash and cash equivalents	\$ 27,144,983	\$ 25,042,098
Receivables:		
Local, trade and operating assistance	4,856,875	4,381,212
Federal grants	8,959,350	5,986,461
State grants	1,862,123	1,833,740
Inventory	1,998,487	2,381,173
Prepaid expenses and other assets	188,424	456,111
Restricted cash and cash equivalents	1,743,182	2,453,057
Total current assets	46,753,424	42,533,852
NONCURRENT ASSETS:		
Restricted cash and cash equivalents	4,300,241	4,371,768
Property and equipment:		
Land	8,571,465	8,571,465
Buildings and shelters	79,589,461	63,955,372
Revenue vehicles	96,259,435	101,887,188
Furniture, Fixtures & Equipment	22,678,695	21,118,368
Leasehold improvements	17,237	155,794
Total property and equipment	207,116,293	195,688,187
Less: accumulated depreciation	(82,039,794)	(83,503,448)
Construction in progress	4,372,254	19,165,154
Net property and equipment	129,448,753	131,349,893
Other assets	1,374,355	1,172,240
Total noncurrent assets	135,123,349	136,893,901
TOTAL ASSETS	\$ 181,876,773	\$ 179,427,753

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY
BALANCE SHEETS
JULY 31, 2009 AND 2008
(UNAUDITED)

	2009	2008
LIABILITIES AND NET ASSETS		
CURRENT LIABILITIES:		
Accounts payable	\$ 3,051,539	\$ 3,993,128
Accrued salaries and related taxes	2,526,874	2,445,172
Accrued compensated absences	3,290,400	3,198,711
Accrued self-insurance liability, current	1,276,714	1,082,683
Leases payable, current	1,035,088	995,290
SIB loans payable, current	3,084,747	3,081,717
Deferred operating revenue	10,882,550	11,081,609
Deferred capital	1,052,214	1,191,328
Total current liabilities	26,200,126	27,069,638
NONCURRENT LIABILITIES:		
Leases payable, long-term	4,881,325	5,916,413
Loans payable	9,829,891	12,914,638
Accrued self-insurance liability, long-term	2,247,335	2,106,897
Total noncurrent liabilities	16,958,551	20,937,948
Total liabilities	43,158,677	48,007,586
NET ASSETS:		
Invested in capital assets, net of related debt	114,898,377	112,709,622
Restricted	536,749	1,261,729
Unrestricted	23,282,970	17,448,816
Total net assets	138,718,096	131,420,167
TOTAL LIABILITIES AND NET ASSETS	\$ 181,876,773	\$ 179,427,753

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY
STATEMENT OF REVENUES AND EXPENSES
FOR THE MONTH OF JULY 2009 AND THE TEN MONTHS ENDED JULY 31, 2009
(UNAUDITED)

	Year to Date			Month of July		
	Budget	Actual	%	Budget	Actual	%
OPERATING REVENUES						
Customer Fares	\$ 19,689,350	\$ 17,729,387	90%	\$ 1,968,935	\$ 1,833,876	93%
Contract Services:						
Local Financial Assistance	8,086,720	7,794,369	96%	808,672	782,008	97%
Other Contractual Services	10,025,710	8,319,269	83%	1,002,571	835,079	83%
Advertising	2,100,000	926,209	44%	210,000	37,653	18%
Other Operating Income	271,440	218,100	80%	27,144	18,466	68%
Total Operating Revenues	<u>40,173,220</u>	<u>34,987,334</u>	87%	<u>4,017,322</u>	<u>3,507,082</u>	87%
NONOPERATING REVENUES						
Operating assistance grants:						
Federal	625,000	625,000	100%	62,500	62,500	100%
State of Florida	6,447,390	6,447,390	100%	644,739	644,739	100%
Local	38,171,250	38,115,688	100%	3,817,125	3,844,902	101%
Planning and other assistance grants:						
Federal - Commuter Rail Project	-	-	0%	-	-	0%
Federal - Other	12,767,380	11,161,804	87%	1,276,738	1,133,493	89%
State of Florida - Commuter Rail Project	-	-	0%	-	-	0%
State of Florida - BRT Circulator Project	-	-	0%	-	-	0%
State of Florida - Other	870,530	1,537,496	177%	87,053	196,031	225%
Local Matching - BRT Circulator Project	-	-	0%	-	-	0%
Local Matching - Other	-	-	0%	-	-	0%
Interest Income	333,330	81,339	24%	33,333	12,412	37%
Gain / (Loss) on Sale of Assets	-	(87,746)	N/A	-	-	N/A
Total Nonoperating Revenues	<u>59,214,880</u>	<u>57,880,971</u>	98%	<u>5,921,488</u>	<u>5,894,077</u>	100%
Total Revenues	<u>99,388,100</u>	<u>92,868,305</u>	93%	<u>9,938,810</u>	<u>9,401,159</u>	95%
OPERATING EXPENSES						
Salaries and Wages	34,922,650	32,538,027	93%	3,492,265	3,267,870	94%
Fringe Benefits	18,916,920	16,613,959	88%	1,891,692	1,652,193	87%
Purchased Transportation Services	15,215,230	15,266,267	100%	1,521,523	1,573,624	103%
Fuel	14,342,270	9,599,603	67%	1,434,227	804,366	56%
Other Materials and Supplies	5,004,830	3,664,593	73%	500,483	396,861	79%
Professional Services	3,835,660	1,380,996	36%	383,566	242,857	63%
Other Services	4,344,390	3,285,792	76%	434,439	347,577	80%
Lease and Miscellaneous Expenses	718,140	467,521	65%	71,814	(73,370)	-102%
Casualty and Liability Insurance	1,637,810	1,297,089	79%	163,781	111,445	68%
Utilities	1,132,070	969,416	86%	113,207	99,094	88%
Taxes and Licenses	402,820	330,849	82%	40,282	34,784	86%
Interest Expense	399,710	402,613	101%	39,971	39,148	98%
Total Operating Expenses	<u>100,872,500</u>	<u>85,816,725</u>	85%	<u>10,087,250</u>	<u>8,496,449</u>	84%
OPERATING GAIN / (LOSS)	<u>\$ (1,484,400)</u>	<u>\$ 7,051,580</u>	-475%	<u>\$ (148,440)</u>	<u>\$ 904,710</u>	-609%

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY
 FIXED-ROUTE, VANPOOL AND PICK-UP LINE SEGMENT
 STATEMENT OF REVENUES AND EXPENSES
 FOR THE MONTH OF JULY 2009 AND THE TEN MONTHS ENDED JULY 31, 2009
 (UNAUDITED)

	Year to Date			Month of July		
	Budget	Actual	%	Budget	Actual	%
OPERATING REVENUES						
Customer Fares	\$ 18,576,670	\$ 16,661,889	90%	\$ 1,857,667	\$ 1,718,515	93%
Contract Services:						
Local Financial Assistance	8,086,720	7,794,369	96%	808,672	782,008	97%
Other Contractual Services	1,542,830	1,302,204	84%	154,283	147,002	95%
Advertising	2,100,000	926,209	44%	210,000	37,653	18%
Other Income	271,440	218,100	80%	27,144	18,466	68%
Total Operating Revenues	30,577,660	26,902,771	88%	3,057,766	2,703,644	88%
NONOPERATING REVENUES						
Operating assistance grants:						
Federal	625,000	625,000	100%	62,500	62,500	100%
State of Florida	6,447,390	6,447,390	100%	644,739	644,739	100%
Local	29,754,580	29,699,018	100%	2,975,458	3,003,235	101%
Planning and other assistance grants:						
Federal - Commuter Rail Project	-	-	0%	-	-	0%
Federal - Other	12,767,380	11,161,804	87%	1,276,738	1,133,493	89%
State of Florida - Commuter Rail Project	-	-	0%	-	-	0%
State of Florida - BRT Circulator Project	-	-	0%	-	-	0%
State of Florida - Other	870,530	1,537,496	177%	87,053	196,031	225%
Local Matching - BRT Circulator Project	-	-	0%	-	-	0%
Local Matching - Other	-	-	0%	-	-	0%
Interest Income	333,330	81,339	24%	33,333	12,412	37%
Gain / (Loss) on the Sale of Assets	-	(87,746)	N/A	-	-	N/A
Total Nonoperating Revenues	50,798,210	49,464,301	97%	5,079,821	5,052,410	99%
Total Revenues	81,375,870	76,367,072	94%	8,137,587	7,756,054	95%
OPERATING EXPENSES						
Salaries and Wages	34,623,090	32,250,120	93%	3,462,309	3,235,273	93%
Fringe Benefits	18,739,490	16,432,151	88%	1,873,949	1,634,547	87%
Purchased Transportation Services	337,760	405,168	120%	33,776	100,572	298%
Fuel	11,950,500	8,492,677	71%	1,195,050	668,659	56%
Other Materials and Supplies	4,917,160	3,659,107	74%	491,716	396,584	81%
Professional Services	3,566,350	1,222,303	34%	356,635	229,930	64%
Other Services	4,227,060	3,152,758	75%	422,706	347,577	82%
Lease and Miscellaneous Expenses	703,550	465,302	66%	70,355	(73,385)	-104%
Casualty and Liability Insurance	1,637,810	1,297,089	79%	163,781	111,445	68%
Utilities	1,081,250	934,887	86%	108,125	95,600	88%
Taxes and Licenses	358,370	287,791	80%	35,837	27,017	75%
Interest Expense	399,710	402,613	101%	39,971	39,148	98%
Total Operating Expenses	82,542,100	69,001,966	84%	8,254,210	6,812,967	83%
OPERATING GAIN / (LOSS)	\$ (1,166,230)	\$ 7,365,106	-632%	\$ (116,623)	\$ 943,087	909%

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY
 PARATRANSIT SEGMENT
 STATEMENT OF REVENUES AND EXPENSES
 FOR THE MONTH OF JULY 2009 AND THE TEN MONTHS ENDED JULY 31, 2009
 (UNAUDITED)

	Year to Date			Month of July		
	Budget	Actual	%	Budget	Actual	%
OPERATING REVENUES						
Customer Fares	\$ 1,112,680	\$ 1,067,498	96%	\$ 111,268	\$ 115,361	104%
Contract Services:						
Local Financial Assistance	-	-	0%	-	-	0%
Other Contractual Services	8,482,880	7,017,065	83%	848,288	688,077	81%
Advertising	-	-	0%	-	-	0%
Other Operating Income	-	-	0%	-	-	0%
Total Operating Revenues	<u>9,595,560</u>	<u>8,084,563</u>	84%	<u>959,556</u>	<u>803,438</u>	84%
NONOPERATING REVENUES						
Operating assistance grants:						
Federal	-	-	0%	-	-	0%
State of Florida	-	-	0%	-	-	0%
Local	8,416,670	8,416,670	100%	841,667	841,667	100%
Planning and other assistance grants:						
Federal - Commuter Rail Project	-	-	0%	-	-	0%
Federal - Other	-	-	0%	-	-	0%
State of Florida - Commuter Rail Project	-	-	0%	-	-	0%
State of Florida - BRT Circulator Project	-	-	0%	-	-	0%
State of Florida - Other	-	-	0%	-	-	0%
Local Matching - BRT Circulator Project	-	-	0%	-	-	0%
Local Matching - Other	-	-	0%	-	-	0%
Interest Income	-	-	0%	-	-	0%
Gain / (Loss) on the Sale of Assets	-	-	0%	-	-	0%
Total Nonoperating Revenues	<u>8,416,670</u>	<u>8,416,670</u>	100%	<u>841,667</u>	<u>841,667</u>	100%
Fund Balance	-	-	0%	-	-	0%
Total Revenues	<u>18,012,230</u>	<u>16,501,233</u>	92%	<u>1,801,223</u>	<u>1,645,105</u>	91%
OPERATING EXPENSES						
Salaries and Wages	299,560	287,907	96%	29,956	32,597	109%
Fringe Benefits	177,430	181,808	102%	17,743	17,646	99%
Purchased Transportation Services	14,877,470	14,861,099	100%	1,487,747	1,473,052	99%
Fuel	2,391,770	1,106,926	46%	239,177	135,707	57%
Other Materials and Supplies	87,670	5,486	6%	8,767	277	3%
Professional Services	269,310	158,693	59%	26,931	12,927	48%
Other Services	117,330	133,034	113%	11,733	-	0%
Lease and Miscellaneous Expenses	14,590	2,219	15%	1,459	15	1%
Casualty and Liability Insurance	-	-	0%	-	-	0%
Utilities	50,820	34,529	68%	5,082	3,494	69%
Taxes and Licenses	44,450	43,058	97%	4,445	7,767	175%
Interest Expense	-	-	0%	-	-	0%
Total Operating Expenses	<u>18,330,400</u>	<u>16,814,759</u>	92%	<u>1,833,040</u>	<u>1,683,482</u>	92%
OPERATING GAIN / (LOSS)	<u>\$ (318,170)</u>	<u>\$ (313,526)</u>	99%	<u>\$ (31,817)</u>	<u>\$ (38,377)</u>	121%

Monthly Report B: Financial Reports

To: LYNX Board Of Directors

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

Phone: 407.841.2279 ext: 6047

Item Name: Monthly Financial Reports - June 30, 2009

Date: 9/24/2009

Please find attached the monthly financial report for the nine months ending June 30, 2009. LYNX' Statement of Revenues, Expenses, and Changes in Net Assets (Operating Statement) for the nine months ending June 30, 2009 reflect total revenue earned in the amount of \$83,467,146 and total expenses incurred in the amount of \$77,320,276 resulting in a net operating profit of \$6,146,870.

- Fixed route and Vanpool services resulted in an operating profit of \$6,422,019 for the first nine months of the fiscal year.
- Paratransit services resulted in an operating loss of \$(275,149) for the first nine months of the fiscal year.

Fixed Route Operations:

The year-to-date Operating Revenues are lower than the budget at 88%. Customer fares are at 89% of the budgeted amount year-to-date and are 12% below the budget amount for the month of June which is typically due to fewer weekends, weekdays, and consignment ticket sales. Also, we implemented additional service reductions on December 7th, which contributes to the decrease in customer fares and has also resulted in a 9.4% decreased ridership.

In addition, we are experiencing significant declines in the Orlando advertising market, 38.6%, resulting from the state of the economy. Current advertising clients are either not renewing or renewing for reduced amounts. The Advertising Sales staff continues to actively seek new clients and work with existing clients to offer an attractive and affordable advertising program.

On the positive side, we have experienced decreases in the price of fuel; which is under budget by approximately 27% for the first nine months of the fiscal year. Also, fixed route operating expenses for salaries, wages, and fringe benefits are under budget due to various vacancies and service changes implemented in August and December 2008. In addition, expenses related to leases, utilities, taxes, and licenses are less than budgeted. Professional services related to the

“Public Awareness and Multidiscipline Training” and “Fast Track Training” grant programs are less than anticipated. Casualty and liability insurance expenses are under budget due to the timing of the settlement of several outstanding claims anticipated for the year.

Paratransit Operations:

The operating loss from Paratransit operations is a result of less than anticipated revenues from Medicaid and Transportation Disadvantage (TD) are less than budgeted. However, we are indicating positive results in the price of unleaded fuel that continues to be low and is averaging \$1.95 per gallon. The fuel is budgeted at a net price of \$3.45 per gallon in the FY2009 budget. We are currently paying \$2.05 per gallon. This alleviates the impact of the Medicaid and TD revenue shortfalls.

Although purchased transportation costs year-to-date are slightly above the amounts budgeted, our provider, MV Transportation, is currently providing 1.37 trips per hour; the budget in FY2009 reflects 1.127 trips per hour. This alleviates the impact of the increase in trips above budget.

An analysis follows:

ACCESS LYNX			
FY2009	Trips (Year-to-Date)	Trip Rate	Costs
Actual (with est.)	458,521	\$29.20	\$13,388,047
Budget (rounding)	426,017	\$31.43	\$13,389,723
Excess Trips/Costs	32,504	\$(2.23)	\$ 1,676

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY
BALANCE SHEETS
JUNE 30, 2009 AND 2008
(UNAUDITED)

	2009	2008
ASSETS		
CURRENT ASSETS:		
Cash and cash equivalents	\$ 21,618,003	\$ 25,610,734
Receivables:		
Local, trade and operating assistance	3,525,255	5,576,454
Federal grants	7,893,461	5,065,142
State grants	9,175,016	2,296,260
Inventory	1,967,137	2,286,521
Prepaid expenses and other assets	265,876	668,827
Restricted cash and cash equivalents	1,505,205	2,376,651
Total current assets	45,949,953	43,880,589
NONCURRENT ASSETS:		
Restricted cash and cash equivalents	4,300,241	4,371,768
Property and equipment:		
Land	8,571,465	8,571,465
Buildings and shelters	79,448,834	63,955,372
Revenue vehicles	96,259,435	101,887,188
Furniture, Fixtures & Equipment	22,606,398	21,030,907
Leasehold improvements	17,237	155,794
Total property and equipment	206,903,369	195,600,726
Less: accumulated depreciation	(80,795,064)	(78,629,493)
Construction in progress	4,189,708	18,977,179
Net property and equipment	130,298,013	135,948,412
Other assets	1,374,355	1,172,240
Total noncurrent assets	135,972,609	141,492,420
TOTAL ASSETS	\$ 181,922,562	\$ 185,373,009

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY
BALANCE SHEETS
JUNE 30, 2009 AND 2008
(UNAUDITED)

	2009	2008
LIABILITIES AND NET ASSETS		
CURRENT LIABILITIES:		
Accounts payable	\$ 4,396,850	\$ 3,709,265
Accrued salaries and related taxes	2,160,983	2,056,085
Accrued compensated absences	3,290,400	3,198,711
Accrued self-insurance liability, current	1,276,714	1,082,683
Leases payable, current	1,035,088	995,290
SIB loans payable, current	3,084,747	3,081,717
Deferred operating revenue	11,579,820	12,185,358
Deferred capital	968,456	1,114,922
	27,793,058	27,424,031
NONCURRENT LIABILITIES:		
Leases payable, long-term	4,881,325	5,916,413
Loans payable	9,829,891	12,914,638
Accrued self-insurance liability, long-term	2,247,335	2,106,897
	16,958,551	20,937,948
Total liabilities	44,751,609	48,361,979
NET ASSETS:		
Invested in capital assets, net of related debt	114,255,945	117,290,622
Restricted	536,749	1,261,729
Unrestricted	22,378,259	18,458,679
	137,170,953	137,011,030
TOTAL LIABILITIES AND NET ASSETS	\$ 181,922,562	\$ 185,373,009

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY
STATEMENT OF REVENUES AND EXPENSES
FOR THE MONTH OF JUNE 2009 AND THE NINE MONTHS ENDED JUNE 30, 2009
(UNAUDITED)

	Year to Date			Month of June		
	Budget	Actual	%	Budget	Actual	%
OPERATING REVENUES						
Customer Fares	\$ 17,720,415	\$ 15,895,511	90%	\$ 1,968,935	\$ 1,744,414	89%
Contract Services:						
Local Financial Assistance	7,278,048	7,012,361	96%	808,672	752,123	93%
Other Contractual Services	9,023,139	7,484,190	83%	1,002,571	538,128	54%
Advertising	1,890,000	888,556	47%	210,000	92,398	44%
Other Operating Income	244,296	199,634	82%	27,144	29,839	110%
Total Operating Revenues	<u>36,155,898</u>	<u>31,480,252</u>	87%	<u>4,017,322</u>	<u>3,156,902</u>	79%
NONOPERATING REVENUES						
Operating assistance grants:						
Federal	562,500	562,500	100%	62,500	62,500	100%
State of Florida	5,802,651	5,802,651	100%	644,739	644,739	100%
Local	34,354,125	34,270,786	100%	3,817,125	3,844,902	101%
Planning and other assistance grants:						
Federal - Commuter Rail Project	-	-	0%	-	-	0%
Federal - Other	11,490,642	10,028,311	87%	1,276,738	1,432,128	112%
State of Florida - Commuter Rail Project	-	-	0%	-	-	0%
State of Florida - BRT Circulator Project	-	-	0%	-	-	0%
State of Florida - Other	783,477	1,341,465	171%	87,053	187,522	215%
Local Matching - BRT Circulator Project	-	-	0%	-	-	0%
Local Matching - Other	-	-	0%	-	-	0%
Interest Income	299,997	68,927	23%	33,333	9,783	29%
Gain / (Loss) on Sale of Assets	-	(87,746)	N/A	-	(34,982)	N/A
Total Nonoperating Revenues	<u>53,293,392</u>	<u>51,986,894</u>	98%	<u>5,921,488</u>	<u>6,146,592</u>	104%
Total Revenues	<u>89,449,290</u>	<u>83,467,146</u>	93%	<u>9,938,810</u>	<u>9,303,494</u>	94%
OPERATING EXPENSES						
Salaries and Wages	31,430,385	29,270,157	93%	3,492,265	3,143,656	90%
Fringe Benefits	17,025,228	14,961,766	88%	1,891,692	1,960,920	104%
Purchased Transportation Services	13,693,707	13,692,643	100%	1,521,523	1,361,456	89%
Fuel	12,908,043	8,795,237	68%	1,434,227	833,351	58%
Other Materials and Supplies	4,504,347	3,267,732	73%	500,483	366,603	73%
Professional Services	3,452,094	1,138,139	33%	383,566	230,839	60%
Other Services	3,909,951	2,938,215	75%	434,439	426,919	98%
Lease and Miscellaneous Expenses	646,326	540,891	84%	71,814	169,688	236%
Casualty and Liability Insurance	1,474,029	1,185,644	80%	163,781	81,972	50%
Utilities	1,018,863	870,322	85%	113,207	100,649	89%
Taxes and Licenses	362,538	296,065	82%	40,282	27,335	68%
Interest Expense	359,739	363,465	101%	39,971	39,148	98%
Total Operating Expenses	<u>90,785,250</u>	<u>77,320,276</u>	85%	<u>10,087,250</u>	<u>8,742,536</u>	87%
OPERATING GAIN / (LOSS)	<u>\$ (1,335,960)</u>	<u>\$ 6,146,870</u>	-460%	<u>\$ (148,440)</u>	<u>\$ 560,958</u>	-378%

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY
FIXED-ROUTE, VANPOOL AND PICK-UP LINE SEGMENT
STATEMENT OF REVENUES AND EXPENSES
FOR THE MONTH OF JUNE 2009 AND THE NINE MONTHS ENDED JUNE 30, 2009
(UNAUDITED)

	Year to Date			Month of June		
	Budget	Actual	%	Budget	Actual	%
OPERATING REVENUES						
Customer Fares	\$ 16,719,003	\$ 14,943,374	89%	\$ 1,857,667	\$ 1,641,611	88%
Contract Services:						
Local Financial Assistance	7,278,048	7,012,361	96%	808,672	752,123	93%
Other Contractual Services	1,388,547	1,155,202	83%	154,283	168,424	109%
Advertising	1,890,000	888,556	47%	210,000	92,398	44%
Other Income	244,296	199,634	82%	27,144	29,839	110%
Total Operating Revenues	27,519,894	24,199,127	88%	3,057,766	2,684,395	88%
NONOPERATING REVENUES						
Operating assistance grants:						
Federal	562,500	562,500	100%	62,500	62,500	100%
State of Florida	5,802,651	5,802,651	100%	644,739	644,739	100%
Local	26,779,122	26,695,783	100%	2,975,458	3,003,235	101%
Planning and other assistance grants:						
Federal - Commuter Rail Project	-	-	0%	-	-	0%
Federal - Other	11,490,642	10,028,311	87%	1,276,738	1,432,128	112%
State of Florida - Commuter Rail Project	-	-	0%	-	-	0%
State of Florida - BRT Circulator Project	-	-	0%	-	-	0%
State of Florida - Other	783,477	1,341,465	171%	87,053	187,522	215%
Local Matching - BRT Circulator Project	-	-	0%	-	-	0%
Local Matching - Other	-	-	0%	-	-	0%
Interest Income	299,997	68,927	23%	33,333	9,783	29%
Gain / (Loss) on the Sale of Assets	-	(87,746)	N/A	-	(34,982)	N/A
Total Nonoperating Revenues	45,718,389	44,411,891	97%	5,079,821	5,304,925	104%
Total Revenues	73,238,283	68,611,018	94%	8,137,587	7,989,320	98%
OPERATING EXPENSES						
Salaries and Wages	31,160,781	29,014,847	93%	3,462,309	3,115,931	90%
Fringe Benefits	16,865,541	14,797,604	88%	1,873,949	1,939,911	104%
Purchased Transportation Services	303,984	304,596	100%	33,776	(14,534)	-43%
Fuel	10,755,450	7,824,018	73%	1,195,050	684,289	57%
Other Materials and Supplies	4,425,444	3,262,523	74%	491,716	366,356	75%
Professional Services	3,209,715	992,373	31%	356,635	212,817	60%
Other Services	3,804,354	2,805,181	74%	422,706	397,786	94%
Lease and Miscellaneous Expenses	633,195	538,687	85%	70,355	170,323	242%
Casualty and Liability Insurance	1,474,029	1,185,644	80%	163,781	81,972	50%
Utilities	973,125	839,287	86%	108,125	96,386	89%
Taxes and Licenses	322,533	260,774	81%	35,837	24,792	69%
Interest Expense	359,739	363,465	101%	39,971	39,148	98%
Total Operating Expenses	74,287,890	62,188,999	84%	8,254,210	7,115,177	86%
OPERATING GAIN / (LOSS)	\$ (1,049,607)	\$ 6,422,019	-612%	\$ (116,623)	\$ 874,143	850%

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY
 PARATRANSIT SEGMENT
 STATEMENT OF REVENUES AND EXPENSES
 FOR THE MONTH OF JUNE 2009 AND THE NINE MONTHS ENDED JUNE 30, 2009
 (UNAUDITED)

	Year to Date			Month of June		
	Budget	Actual	%	Budget	Actual	%
OPERATING REVENUES						
Customer Fares	\$ 1,001,412	\$ 952,137	95%	\$ 111,268	\$ 102,803	92%
Contract Services:						
Local Financial Assistance	-	-	0%	-	-	0%
Other Contractual Services	7,634,592	6,328,988	83%	848,288	369,704	44%
Advertising	-	-	0%	-	-	0%
Other Operating Income	-	-	0%	-	-	0%
Total Operating Revenues	8,636,004	7,281,125	84%	959,556	472,507	49%
NONOPERATING REVENUES						
Operating assistance grants:						
Federal	-	-	0%	-	-	0%
State of Florida	-	-	0%	-	-	0%
Local	7,575,003	7,575,003	100%	841,667	841,667	100%
Planning and other assistance grants:						
Federal - Commuter Rail Project	-	-	0%	-	-	0%
Federal - Other	-	-	0%	-	-	0%
State of Florida - Commuter Rail Project	-	-	0%	-	-	0%
State of Florida - BRT Circulator Project	-	-	0%	-	-	0%
State of Florida - Other	-	-	0%	-	-	0%
Local Matching - BRT Circulator Project	-	-	0%	-	-	0%
Local Matching - Other	-	-	0%	-	-	0%
Interest Income	-	-	0%	-	-	0%
Gain / (Loss) on the Sale of Assets	-	-	0%	-	-	0%
Total Nonoperating Revenues	7,575,003	7,575,003	100%	841,667	841,667	100%
Fund Balance	-	-	0%	-	-	0%
Total Revenues	16,211,007	14,856,128	92%	1,801,223	1,314,174	73%
OPERATING EXPENSES						
Salaries and Wages	269,604	255,310	95%	29,956	27,725	93%
Fringe Benefits	159,687	164,162	103%	17,743	21,009	118%
Purchased Transportation Services	13,389,723	13,388,047	100%	1,487,747	1,375,990	92%
Fuel	2,152,593	971,219	45%	239,177	149,062	62%
Other Materials and Supplies	78,903	5,209	7%	8,767	247	3%
Professional Services	242,379	145,766	60%	26,931	18,022	67%
Other Services	105,597	133,034	126%	11,733	29,133	248%
Lease and Miscellaneous Expenses	13,131	2,204	17%	1,459	(635)	-44%
Casualty and Liability Insurance	-	-	0%	-	-	0%
Utilities	45,738	31,035	68%	5,082	4,263	84%
Taxes and Licenses	40,005	35,291	88%	4,445	2,543	57%
Interest Expense	-	-	0%	-	-	0%
Total Operating Expenses	16,497,360	15,131,277	92%	1,833,040	1,627,359	89%
OPERATING GAIN / (LOSS)	\$ (286,353)	\$ (275,149)	96%	\$ (31,817)	\$ (313,185)	984%

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

To: LYNX Board Of Directors

From: Edward Johnson
CHIEF ADMINISTRATIVE OFFICER
Tony Walter
(Technical Contact)
Catherine Cavins
(Technical Contact)

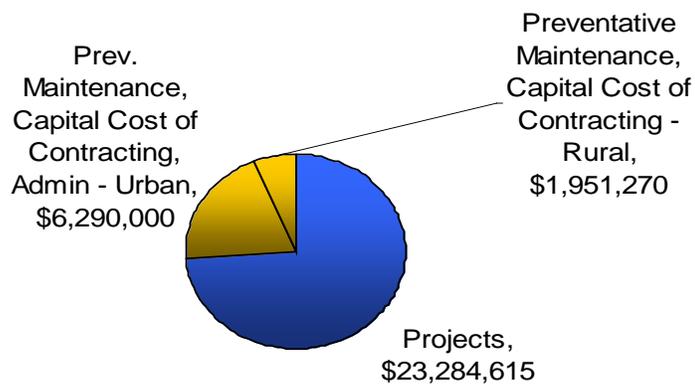
Phone: 407.841.2279 ext: 6058

Item Name: American Recovery and Reinvestment Act Project Status Report

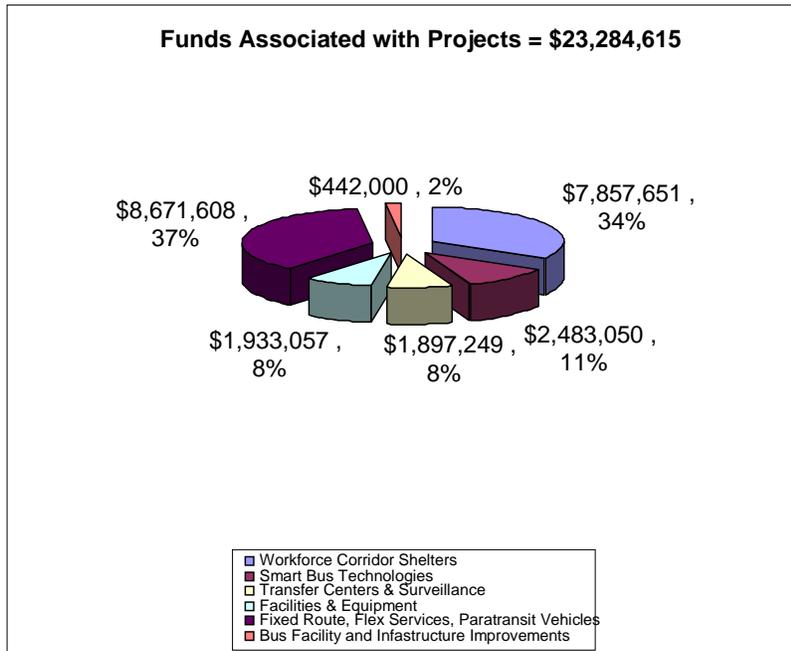
Date: 9/24/2009

The American Recovery and Reinvestment Act (ARRA) Grant for the Urban Area was awarded on July 10, 2009 in the amount of \$29,574,615. An additional ARRA Grant for the Rural Area was awarded on July 16, 2009 in the amount of \$1,951,270 for a total ARRA funding to LYNX in the amount of \$31,525,885 per the following breakdown:

ARRA Grant Fund Distribution = \$31,525,885



The portion of ARRA funding going to specific projects is \$23,284,615 and is distributed as follows:



A table showing the status of each specific project as of August 31, 2009 is below as well as a chart indicating the stage of completion of all projects on a cumulative basis (LYNX Progress Chart). The stages of completion being reported include Out-to-Bid, Under Contract, Underway and Completed. Also included is the number jobs created/retained and the associated hours worked and payroll (see Table of LYNX Project Status).

LYNX Progress Chart on ARRA projects as of August 31, 2009:

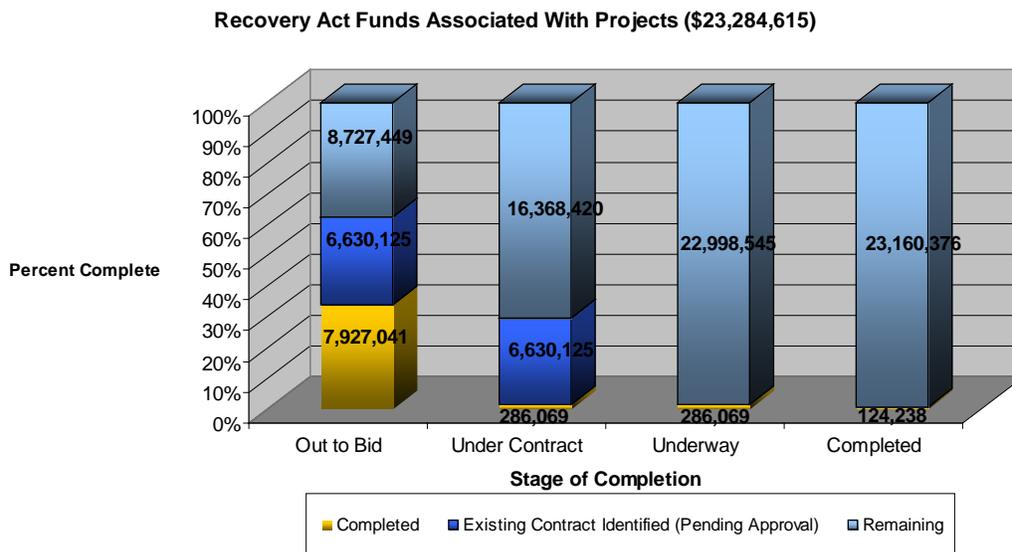


Table of LYNX Project Status for ARRA projects as of August 31, 2009:

PROJECT	Recovery Act Funds Allocated	Recovery Act Funds Obligated	Recovery Act Funds Outlayed	Number of Projects Put Out to Bid	Funds Associated with Projects Put Out to Bid	Number of Projects Under Contract	Funds Associated with Projects Under Contract	Number of Projects in which Work Has Begun	Funds Associated with Projects in which Work Has Begun	Number of Completed Projects	Funds Associated with Completed Projects	Direct, On-Project Jobs Created or Sustained	Total Job Hours Created or Sustained	Total Payroll of Job Hours Created or Sustained
Emergency Generators	872,770			1	872,770									
Roller Brake Dynamometer	175,000			1	175,000									
Paint Booth	225,523													
Parking Lot Improvements- LOC	400,000	87,694	3,388	1	87,694	1	87,694	1	87,694			1	29	1,167
Elect/Mech Improvements	259,764			1	259,764									
Bus Shelters	7,857,651	74,137		1	4,544,473	1	74,137	1	74,137					
Fare Payment System Upgrade	937,710													
Bus Surveillance/Cameras	1,545,340			1	1,545,340									
Kissimmee Tranfer Center	200,000													
Rosement Transfer Center	416,083													
West Oaks Transfer Center	416,083													
Sanford Transfer Center	416,083													
Integrate CCTV System	449,000													
LYMMO Busses	5,000,000													
Circulator Vehicles	451,608													
Paratransit Vehicles	3,220,000													
Energy Eff Lighting Upgrade	125,000			1	125,000									
Energy Eff/Sec Window Film	192,000			1	192,000									
Zimek Disinfecting System	125,000	124,238	124,238	1	125,000	1	124,238	1	124,238	1	124,238			
LYNX PROJECTS	23,284,615	286,069	127,626	9	7,927,041	3	286,069	3	286,069	1	124,238	1	29	1,167
Urban Preventative Maint	4,890,000													
Urban Cap Cost of Contracting	1,000,000													
Project Administration	400,000	13,709	13,709									1	320	13,709
SUBTOTAL URBAN GRANT	29,574,615	299,778	141,335	9	7,927,041	3	286,069	3	286,069	1	124,238	2	349	14,876
Rural Preventative Maint	534,468													
Rural Cap Cost of Contracting	1,416,802													
SUBTOTAL RURAL GRANT	1,951,270	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL LYNX FUNDING	31,525,885	299,778	141,335	9	7,927,041	3	286,069	3	286,069	1	124,238	2	349	14,876

Monthly Report D: Ridership Report

To: LYNX Board Of Directors

From: **Edward Johnson**
 CHIEF ADMINISTRATIVE OFFICER
Tony Walter
 (Technical Contact)
Jerry Bryan
 (Technical Contact)
William Hearndon
 (Technical Contact)

Phone: 407.841.2279 ext: 6058

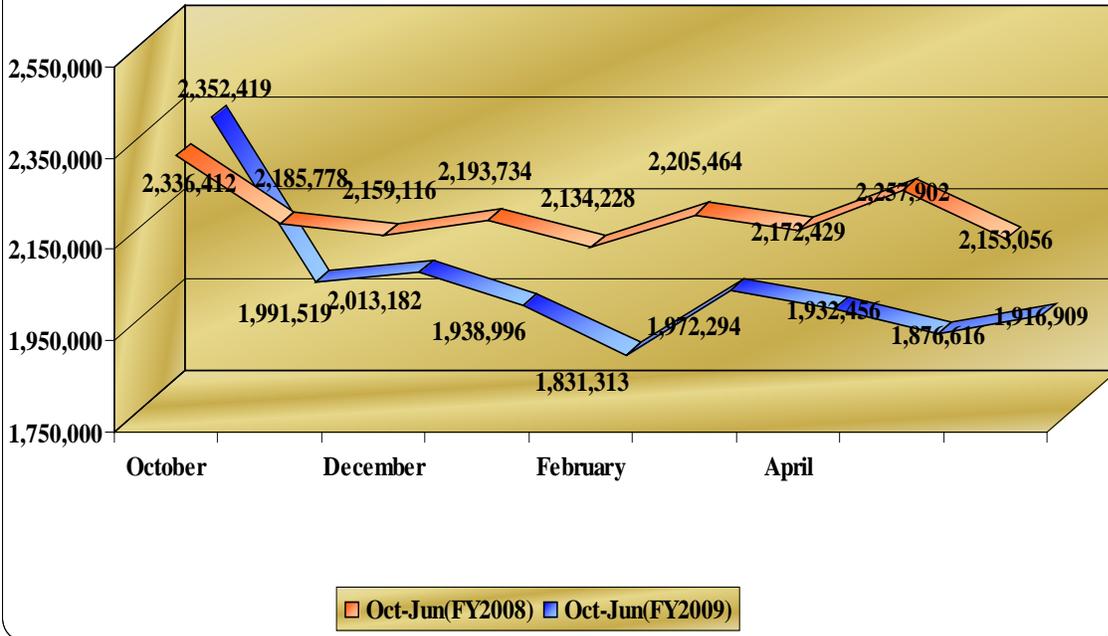
Item Name: Ridership Reports - June/July/August 2009

Date: 9/24/2009

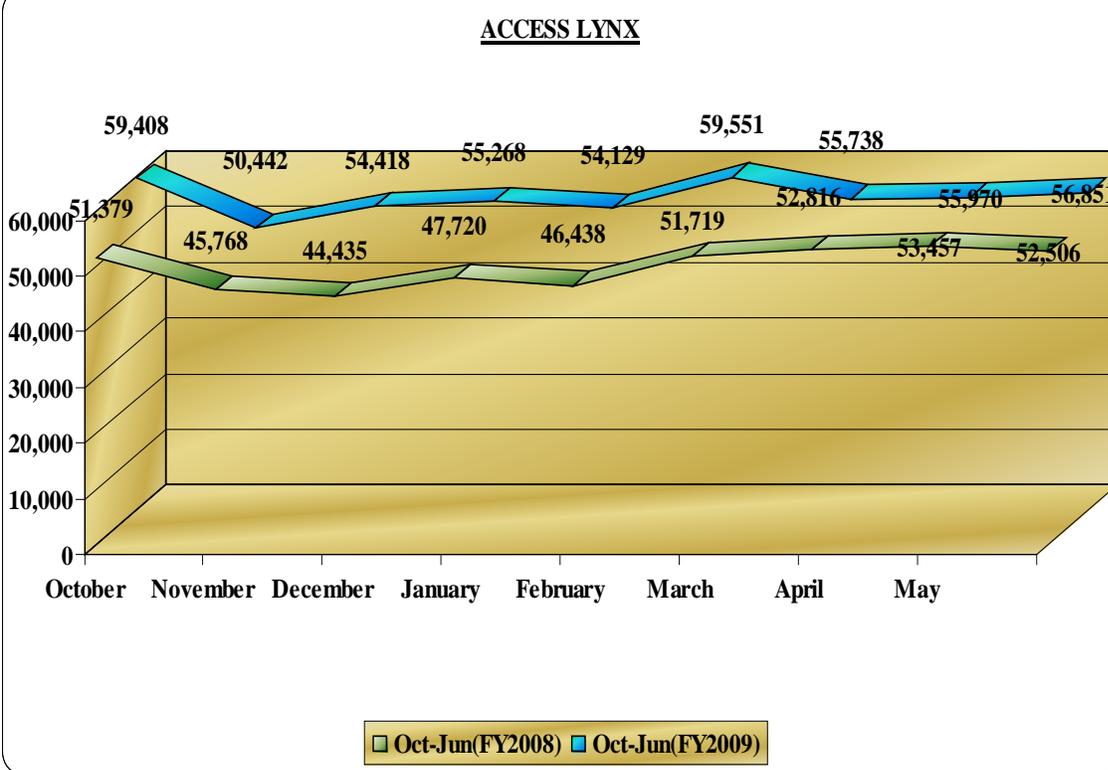
Year to date (October – June) Final

<i>Service Mode</i>	<i>Oct-Jun(FY2008)</i>	<i>Oct-Jun(FY2009)</i>	<i>% Change</i>
LYMMO	894,496	938,182	4.88%
Fixed Route	18,900,111	16,852,177	-10.84%
Pick Up Line	3,512	35,345	906.41%
SUBTOTAL - FIXED ROUTE	19,798,119	17,825,704	-9.96%
Special Shuttles	29,160	44,952	54.16%
ACCESS LYNX	446,238	501,775	12.45%
VanPlan	148,065	136,413	-7.87%
SUBTOTAL - OTHER SERVICES	623,463	683,140	9.57%
TOTAL ALL SERVICES	20,421,582	18,508,844	-9.37%

FIXED ROUTE



ACCESS LYNX



Average Daily Ridership by Mode

<i>Service Mode</i>	<i>Day</i>	<i>June-08</i>	<i>June-09</i>	<i>% Change</i>
LYMMO	Weekday	3,905	4,433	13.51%
	Saturday	1,148	1,634	42.33%
	Sunday	847	1,726	103.87%
All Other Links	Weekday	80,037	68,114	-14.90%
	Saturday	55,003	47,064	-14.43%
	Sunday	32,102	27,986	-12.82%
Total Fixed Route	Weekday	83,942	72,547	-13.57%
	Saturday	56,151	48,698	-13.27%
	Sunday	32,949	29,712	-9.82%
ACCESS LYNX	Weekday	2,221	2,336	5.19%
	Saturday	913	1,033	13.06%
	Sunday	431	331	-23.27%
Pick Up Line	Weekday	21	299	1333.56%
	Saturday	26	165	547.06%
VanPlan	Weekday	758	684	-9.75%
	Saturday	128	117	-8.98%
	Sunday	112	108	-4.36%
TOTAL LYNX SERVICES	Weekday	86,942	75,866	-12.74%
	Saturday	57,218	50,012	-12.59%
	Sunday	33,493	30,151	-9.98%

The following new links began service in April 2009:

- Link 434 – SR 434 Crosstown
- Link 611 – Ocoee Pick Up Line
- Link 621 – Bithlo Pick Up Line

LYNX Monthly Ridership

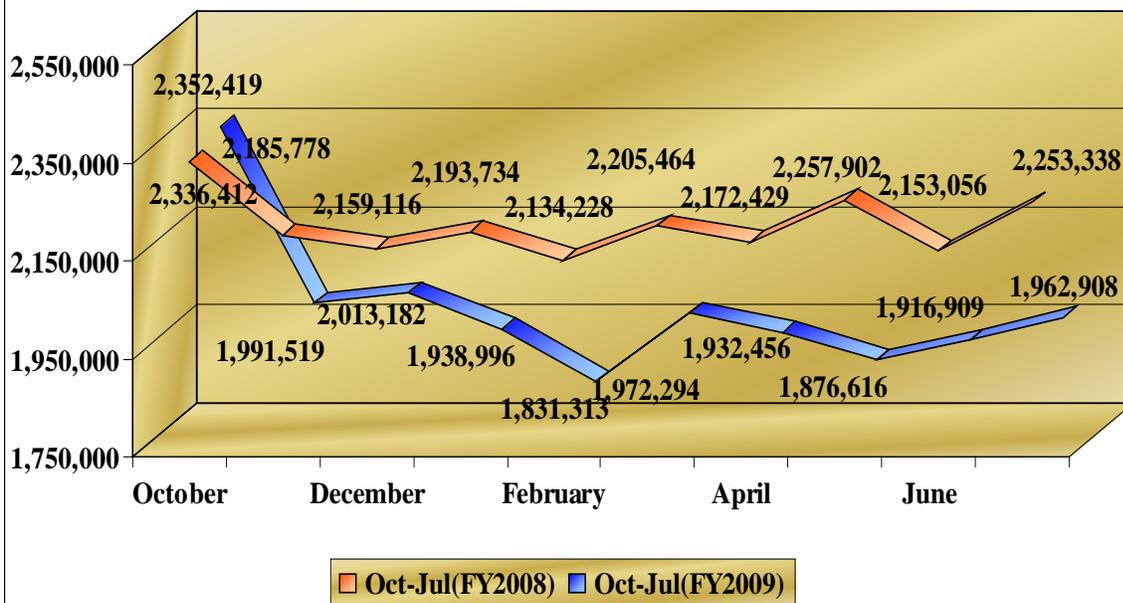
Fiscal Year 2009													
<i>Service Mode</i>	<i>Oct</i>	<i>Nov</i>	<i>Dec</i>	<i>Jan</i>	<i>Feb</i>	<i>Mar</i>	<i>Apr</i>	<i>May</i>	<i>Jun</i>	<i>Jul</i>	<i>Aug</i>	<i>Sep</i>	<i>TOTAL YEAR</i>
LYMMO	105,234	87,718	90,839	96,493	104,201	108,814	116,807	117,118	110,958				938,182
Fixed Route	2,246,398	1,903,129	1,920,255	1,838,792	1,722,664	1,858,160	1,810,775	1,753,285	1,798,719				16,852,177
Pick Up Line	787	672	2,088	3,711	4,448	5,320	4,874	6,213	7,232				35,345
SUBTOTAL - FIXED ROUTE	2,352,419	1,991,519	2,013,182	1,938,996	1,831,313	1,972,294	1,932,456	1,876,616	1,916,909				17,825,704
Special Shuttles	7,305	5,996	7,367	23,954	246	0	7	77	0				44,952
ACCESS LYNX	59,408	50,442	54,418	55,268	54,129	59,551	55,738	55,970	56,851				501,775
VanPlan	17,436	13,898	14,089	15,763	14,102	15,728	15,716	13,741	15,940				136,413
SUBTOTAL - OTHER SERVICES	84,149	70,336	75,874	94,985	68,477	75,279	71,461	69,788	72,791				683,140
TOTAL ALL SERVICES	2,436,568	2,061,855	2,089,056	2,033,981	1,899,790	2,047,573	2,003,917	1,946,404	1,989,700				18,508,844
% Change From Fiscal Year 2008 To Fiscal Year 2009													
<i>Service Mode</i>	<i>Oct</i>	<i>Nov</i>	<i>Dec</i>	<i>Jan</i>	<i>Feb</i>	<i>Mar</i>	<i>Apr</i>	<i>May</i>	<i>Jun</i>	<i>Jul</i>	<i>Aug</i>	<i>Sep</i>	<i>TOTAL YEAR</i>
LYMMO	-8.3%	-7.4%	-1.1%	-2.8%	6.0%	4.7%	13.9%	19.3%	22.1%				4.9%
Fixed Route	1.1%	-9.0%	-7.1%	-12.2%	-15.4%	-11.6%	-12.5%	-18.8%	-12.8%				-10.8%
Pick Up Line	261.0%	146.2%	690.9%	1197.6%	1046.4%	1137.2%	878.7%	916.9%	1229.4%				906.4%
SUBTOTAL - FIXED ROUTE	0.7%	-8.9%	-6.8%	-11.6%	-14.2%	-10.6%	-11.0%	-16.9%	-11.0%				-10.0%
Special Shuttles	11138.5%	518.8%	7654.7%	15157.3%	-75.7%	-100.0%	-96.6%	28.3%	-100.0%				54.2%
ACCESS LYNX	15.6%	10.2%	22.5%	15.8%	16.6%	15.1%	5.5%	4.7%	8.3%				12.4%
VanPlan	-7.6%	-9.1%	5.5%	-1.7%	-13.5%	-2.7%	-12.2%	-20.0%	-6.2%				-7.9%
SUBTOTAL - OTHER SERVICES	19.7%	13.4%	31.1%	48.6%	7.4%	-20.3%	0.8%	-1.3%	4.7%				9.6%
TOTAL ALL SERVICES	1.2%	-8.3%	-5.8%	-9.9%	-13.6%	-11.0%	-10.7%	-16.4%	-10.5%				-9.4%
Fiscal Year 2008													
<i>Service Mode</i>	<i>Oct</i>	<i>Nov</i>	<i>Dec</i>	<i>Jan</i>	<i>Feb</i>	<i>Mar</i>	<i>Apr</i>	<i>May</i>	<i>Jun</i>	<i>Jul</i>	<i>Aug</i>	<i>Sep</i>	<i>TOTAL YEAR</i>
LYMMO	114,798	94,685	91,875	99,272	98,266	103,967	102,589	98,204	90,840	98,374	83,201	94,166	1,170,237
Fixed Route	2,221,396	2,090,820	2,066,977	2,094,176	2,035,574	2,101,067	2,069,342	2,159,087	2,061,672	2,154,279	2,045,891	2,126,341	25,226,622
Pick Up Line	218	273	264	286	388	430	498	611	544	685	715	698	5,610
SUBTOTAL - FIXED ROUTE	2,336,412	2,185,778	2,159,116	2,193,734	2,134,228	2,205,464	2,172,429	2,257,902	2,153,056	2,253,338	2,129,807	2,221,205	26,402,469
Special Shuttles	65	969	95	157	1,014	26,563	207	60	30	98	126	903	30,287
ACCESS LYNX	51,379	45,768	44,435	47,720	46,438	51,719	52,816	53,457	52,506	55,042	51,109	56,232	608,621
VanPlan	18,862	15,292	13,350	16,040	16,304	16,169	17,890	17,172	16,986	17,828	17,012	16,604	199,509
SUBTOTAL - OTHER SERVICES	70,306	62,029	57,880	63,917	63,756	94,451	70,913	70,689	69,522	72,968	68,247	73,739	838,417
TOTAL ALL SERVICES	2,406,718	2,247,807	2,216,996	2,257,651	2,197,984	2,299,915	2,243,342	2,328,591	2,222,578	2,326,306	2,198,054	2,294,944	27,240,886

- NOTE: VanPlan ridership may not be a full representation of total ridership due to information received from subscribers.

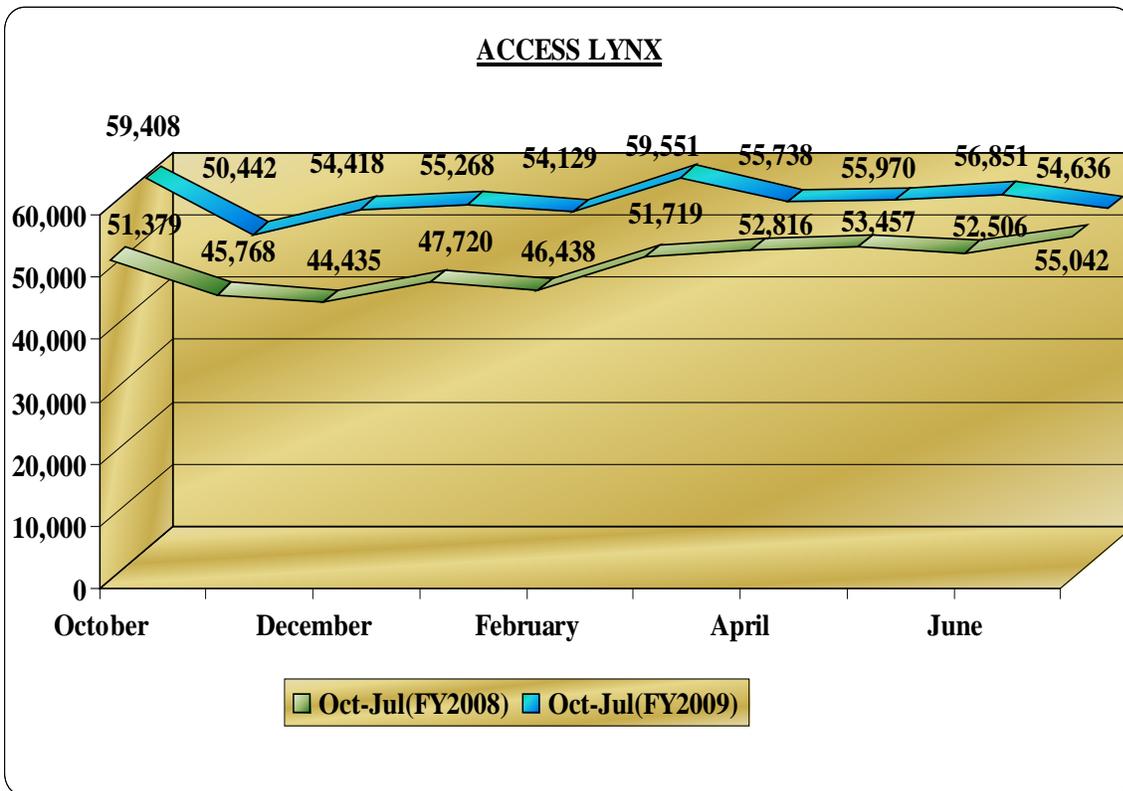
Year to date (October – July) Final

<i>Service Mode</i>	<i>Oct-Jul(FY2008)</i>	<i>Oct-Jul(FY2009)</i>	<i>% Change</i>
LYMMO	992,870	1,045,859	5.34%
Fixed Route	21,054,390	18,698,723	-11.19%
Pick Up Line	4,197	44,030	949.08%
SUBTOTAL - FIXED ROUTE	22,051,457	19,788,612	-10.26%
Special Shuttles	29,258	44,952	53.64%
ACCESS LYNX	501,280	556,411	11.00%
VanPlan	165,893	152,411	-8.13%
SUBTOTAL - OTHER SERVICES	696,431	753,774	8.23%
TOTAL ALL SERVICES	22,747,888	20,542,386	-9.70%

FIXED ROUTE



ACCESS LYNX



Average Daily Ridership by Mode

<i>Service Mode</i>	<i>Day</i>	<i>July-08</i>	<i>July-09</i>	<i>% Change</i>
LYMMO	Weekday	4,041	4,285	6.04%
	Saturday	1,059	1,260	19.04%
	Sunday	1,047	1,019	-2.67%
All Other Links	Weekday	80,000	67,638	-15.45%
	Saturday	56,057	44,603	-20.43%
	Sunday	33,992	28,114	-17.29%
Total Fixed Route	Weekday	84,041	71,923	-14.42%
	Saturday	57,115	45,863	-19.70%
	Sunday	35,039	29,133	-16.86%
ACCESS LYNX	Weekday	2,158	2,151	-0.30%
	Saturday	893	975	9.22%
	Sunday	412	315	-23.57%
Pick Up Line	Weekday	27	352	1208.11%
	Saturday	23	193	730.11%
VanPlan	Weekday	734	631	-14.03%
	Saturday	112	119	6.28%
	Sunday	123	119	-3.27%
TOTAL <i>LYNX</i> <i>SERVICES</i>	Weekday	86,960	75,058	-13.69%
	Saturday	58,142	47,149	-18.91%
	Sunday	35,573	29,566	-16.89%

The following new links began service in April 2009:

- Link 434 – SR 434 Crosstown
- Link 611 – Ocoee Pick Up Line
- Link 621 – Bithlo Pick Up Line

LYNX Monthly Ridership

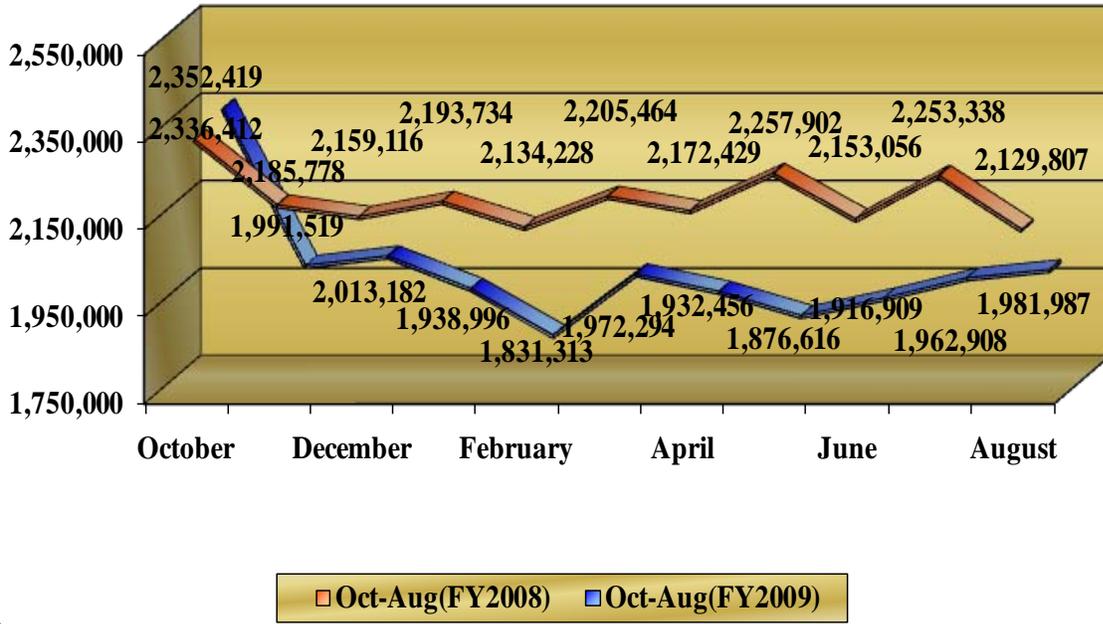
Fiscal Year 2009													
<i>Service Mode</i>	<i>Oct</i>	<i>Nov</i>	<i>Dec</i>	<i>Jan</i>	<i>Feb</i>	<i>Mar</i>	<i>Apr</i>	<i>May</i>	<i>Jun</i>	<i>Jul</i>	<i>Aug</i>	<i>Sep</i>	<i>TOTAL YEAR</i>
LYMMO	105,234	87,718	90,839	96,493	104,201	108,814	116,807	117,118	110,958	107,677			1,045,859
Fixed Route	2,246,398	1,903,129	1,920,255	1,838,792	1,722,664	1,858,160	1,810,775	1,753,285	1,798,719	1,846,546			18,698,723
Pick Up Line	787	672	2,088	3,711	4,448	5,320	4,874	6,213	7,232	8,685			44,030
SUBTOTAL - FIXED ROUTE	2,352,419	1,991,519	2,013,182	1,938,996	1,831,313	1,972,294	1,932,456	1,876,616	1,916,909	1,962,908			19,788,612
Special Shuttles	7,305	5,996	7,367	23,954	246	0	7	77	0	0			44,952
ACCESS LYNX	59,408	50,442	54,418	55,268	54,129	59,551	55,738	55,970	56,851	54,636			556,411
VanPlan	17,436	14,426	14,089	15,763	14,102	15,728	15,716	13,741	15,940	15,470			152,411
SUBTOTAL - OTHER SERVICES	84,149	70,864	75,874	94,985	68,477	75,279	71,461	69,788	72,791	70,106			753,774
TOTAL ALL SERVICES	2,436,568	2,062,383	2,089,056	2,033,981	1,899,790	2,047,573	2,003,917	1,946,404	1,989,700	2,033,014			20,542,386
% Change From Fiscal Year 2008 To Fiscal Year 2009													
<i>Service Mode</i>	<i>Oct</i>	<i>Nov</i>	<i>Dec</i>	<i>Jan</i>	<i>Feb</i>	<i>Mar</i>	<i>Apr</i>	<i>May</i>	<i>Jun</i>	<i>Jul</i>	<i>Aug</i>	<i>Sep</i>	<i>TOTAL YEAR</i>
LYMMO	-8.3%	-7.4%	-1.1%	-2.8%	6.0%	4.7%	13.9%	19.3%	22.1%	9.5%			5.3%
Fixed Route	1.1%	-9.0%	-7.1%	-12.2%	-15.4%	-11.6%	-12.5%	-18.8%	-12.8%	-14.3%			-11.2%
Pick Up Line	261.0%	146.2%	690.9%	1197.6%	1046.4%	1137.2%	878.7%	916.9%	1229.4%	1167.9%			949.1%
SUBTOTAL - FIXED ROUTE	0.7%	-8.9%	-6.8%	-11.6%	-14.2%	-10.6%	-11.0%	-16.9%	-11.0%	-12.9%			-10.3%
Special Shuttles	11138.5%	518.8%	7654.7%	15157.3%	-75.7%	-100.0%	-96.6%	28.3%	-100.0%	-100.0%			53.6%
ACCESS LYNX	15.6%	10.2%	22.5%	15.8%	16.6%	15.1%	5.5%	4.7%	8.3%	-0.7%			11.0%
VanPlan	-7.6%	-5.7%	5.5%	-1.7%	-13.5%	-2.7%	-12.2%	-20.0%	-6.2%	-13.2%			-8.1%
SUBTOTAL - OTHER SERVICES	19.7%	14.2%	31.1%	48.6%	7.4%	-20.3%	0.8%	-1.3%	4.7%	-3.9%			8.2%
TOTAL ALL SERVICES	1.2%	-8.2%	-5.8%	-9.9%	-13.6%	-11.0%	-10.7%	-16.4%	-10.5%	-12.6%			-9.7%
Fiscal Year 2008													
<i>Service Mode</i>	<i>Oct</i>	<i>Nov</i>	<i>Dec</i>	<i>Jan</i>	<i>Feb</i>	<i>Mar</i>	<i>Apr</i>	<i>May</i>	<i>Jun</i>	<i>Jul</i>	<i>Aug</i>	<i>Sep</i>	<i>TOTAL YEAR</i>
LYMMO	114,798	94,685	91,875	99,272	98,266	103,967	102,589	98,204	90,840	98,374	83,201	94,166	1,170,237
Fixed Route	2,221,396	2,090,820	2,066,977	2,094,176	2,035,574	2,101,067	2,069,342	2,159,087	2,061,672	2,154,279	2,045,891	2,126,341	25,226,622
Pick Up Line	218	273	264	286	388	430	498	611	544	685	715	698	5,610
SUBTOTAL - FIXED ROUTE	2,336,412	2,185,778	2,159,116	2,193,734	2,134,228	2,205,464	2,172,429	2,257,902	2,153,056	2,253,338	2,129,807	2,221,205	26,402,469
Special Shuttles	65	969	95	157	1,014	26,563	207	60	30	98	126	903	30,287
ACCESS LYNX	51,379	45,768	44,435	47,720	46,438	51,719	52,816	53,457	52,506	55,042	51,109	56,232	608,621
VanPlan	18,862	15,292	13,350	16,040	16,304	16,169	17,890	17,172	16,986	17,828	17,012	16,604	199,509
SUBTOTAL - OTHER SERVICES	70,306	62,029	57,880	63,917	63,756	94,451	70,913	70,689	69,522	72,968	68,247	73,739	838,417
TOTAL ALL SERVICES	2,406,718	2,247,807	2,216,996	2,257,651	2,197,984	2,299,915	2,243,342	2,328,591	2,222,578	2,326,306	2,198,054	2,294,944	27,240,886

* NOTE: VanPlan ridership may not be a full representation of total ridership due to information received from subscribers.

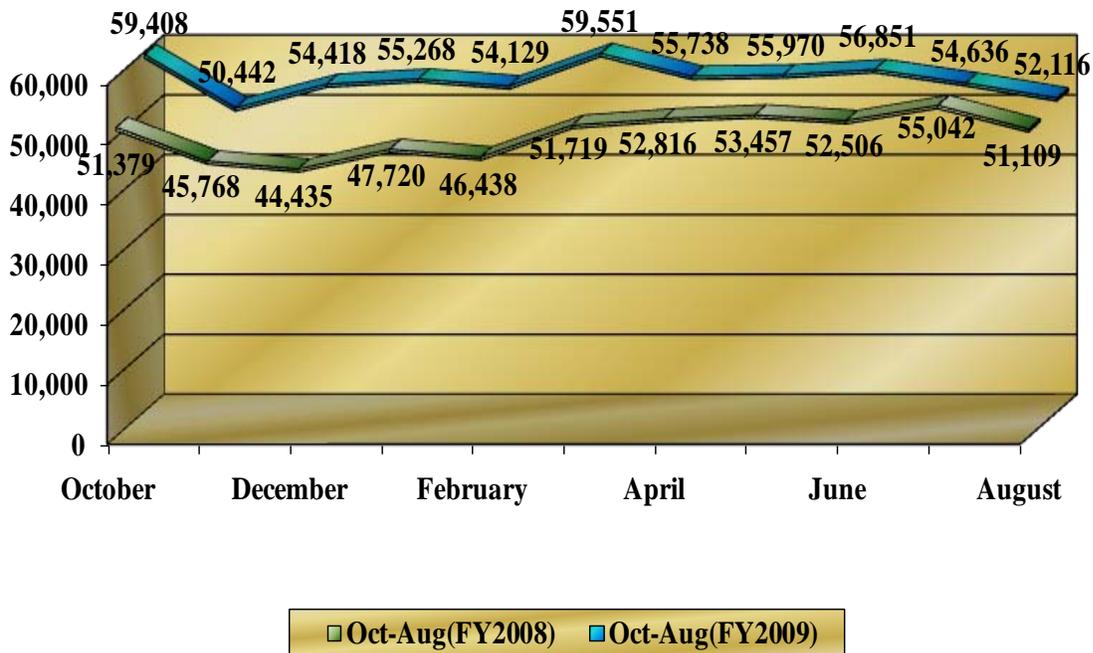
Year to date (October – August) Final

<i>Service Mode</i>	<i>Oct-Aug(FY2008)</i>	<i>Oct-Aug(FY2009)</i>	<i>% Change</i>
LYMMO	1,076,071	1,159,787	7.78%
Fixed Route	23,100,281	20,558,163	-11.00%
Pick Up Line	4,912	52,649	971.84%
SUBTOTAL - FIXED ROUTE	24,181,264	21,770,599	-9.97%
Special Shuttles	29,384	44,952	52.98%
ACCESS LYNX	552,389	608,527	10.16%
VanPlan	182,905	167,527	-8.41%
SUBTOTAL - OTHER SERVICES	764,678	821,006	7.37%
TOTAL ALL SERVICES	24,945,942	22,591,605	-9.44%

FIXED ROUTE



ACCESS LYNX



Average Daily Ridership by Mode

<i>Service Mode</i>	<i>Day</i>	<i>August-08</i>	<i>August-09</i>	<i>% Change</i>
LYMMO	Weekday	3,469	4,636	33.63%
	Saturday	1,097	1,849	68.49%
	Sunday	972	1,464	50.65%
All Other Links	Weekday	75,056	69,557	-7.33%
	Saturday	55,201	50,348	-8.79%
	Sunday	38,744	29,401	-24.12%
Total Fixed Route	Weekday	78,525	74,193	-5.52%
	Saturday	56,298	52,197	-7.28%
	Sunday	39,716	30,865	-22.29%
ACCESS LYNX	Weekday	2,117	2,165	2.28%
	Saturday	909	1,021	12.37%
	Sunday	400	310	-22.68%
Pick Up Line	Weekday	29	364	1163.47%
	Saturday	22	197	795.45%
VanPlan	Weekday	762	631	-17.18%
	Saturday	98	119	21.41%
	Sunday	103	119	15.27%
TOTAL LYNX SERVICES	Weekday	81,433	77,353	-5.01%
	Saturday	57,327	53,534	-6.62%
	Sunday	40,219	31,293	-22.19%

The following new links began service in April 2009:

- Link 434 – SR 434 Crosstown
- Link 611 – Ocoee Pick Up Line
- Link 621 – Bithlo Pick Up Line

LYNX Monthly Ridership

Fiscal Year 2009													
<i>Service Mode</i>	<i>Oct</i>	<i>Nov</i>	<i>Dec</i>	<i>Jan</i>	<i>Feb</i>	<i>Mar</i>	<i>Apr</i>	<i>May</i>	<i>Jun</i>	<i>Jul</i>	<i>Aug</i>	<i>Sep</i>	<i>TOTAL YEAR</i>
LYMMO	105,234	87,718	90,839	96,493	104,201	108,814	116,807	117,118	110,958	107,677	113,928		1,159,787
Fixed Route	2,246,398	1,903,129	1,920,255	1,838,792	1,722,664	1,858,160	1,810,775	1,753,285	1,798,719	1,846,546	1,859,440		20,558,163
Pick Up Line	787	672	2,088	3,711	4,448	5,320	4,874	6,213	7,232	8,685	8,619		52,649
SUBTOTAL - FIXED ROUTE	2,352,419	1,991,519	2,013,182	1,938,996	1,831,313	1,972,294	1,932,456	1,876,616	1,916,909	1,962,908	1,981,987		21,770,599
Special Shuttles	7,305	5,996	7,367	23,954	246	0	7	77	0	0	0		44,952
ACCESS LYNX	59,408	50,442	54,418	55,268	54,129	59,551	55,738	55,970	56,851	54,636	52,116		608,527
VanPlan	17,436	14,426	14,089	15,763	14,102	15,728	15,716	13,741	15,940	15,470	15,116		167,527
SUBTOTAL - OTHER SERVICES	84,149	70,864	75,874	94,985	68,477	75,279	71,461	69,788	72,791	70,106	67,232		821,006
TOTAL ALL SERVICES	2,436,568	2,062,383	2,089,056	2,033,981	1,899,790	2,047,573	2,003,917	1,946,404	1,989,700	2,033,014	2,049,219		22,591,605
% Change From Fiscal Year 2008 To Fiscal Year 2009													
<i>Service Mode</i>	<i>Oct</i>	<i>Nov</i>	<i>Dec</i>	<i>Jan</i>	<i>Feb</i>	<i>Mar</i>	<i>Apr</i>	<i>May</i>	<i>Jun</i>	<i>Jul</i>	<i>Aug</i>	<i>Sep</i>	<i>TOTAL YEAR</i>
LYMMO	-8.3%	-7.4%	-1.1%	-2.8%	6.0%	4.7%	13.9%	19.3%	22.1%	9.5%	36.9%		7.8%
Fixed Route	1.1%	-9.0%	-7.1%	-12.2%	-15.4%	-11.6%	-12.5%	-18.8%	-12.8%	-14.3%	-9.1%		-11.0%
Pick Up Line	261.0%	146.2%	690.9%	1197.6%	1046.4%	1137.2%	878.7%	916.9%	1229.4%	1167.9%	1105.5%		971.8%
SUBTOTAL - FIXED ROUTE	0.7%	-8.9%	-6.8%	-11.6%	-14.2%	-10.6%	-11.0%	-16.9%	-11.0%	-12.9%	-6.9%		-10.0%
Special Shuttles	11138.5%	518.8%	7654.7%	15157.3%	-75.7%	-100.0%	-96.6%	28.3%	-100.0%	-100.0%	-100.0%		53.0%
ACCESS LYNX	15.6%	10.2%	22.5%	15.8%	16.6%	15.1%	5.5%	4.7%	8.3%	-0.7%	2.0%		10.2%
VanPlan	-7.6%	-5.7%	5.5%	-1.7%	-13.5%	-2.7%	-12.2%	-20.0%	-6.2%	-13.2%	-11.1%		-8.4%
SUBTOTAL - OTHER SERVICES	19.7%	14.2%	31.1%	48.6%	7.4%	-20.3%	0.8%	-1.3%	4.7%	-3.9%	-1.5%		7.4%
TOTAL ALL SERVICES	1.2%	-8.2%	-5.8%	-9.9%	-13.6%	-11.0%	-10.7%	-16.4%	-10.5%	-12.6%	-6.8%		-9.4%
Fiscal Year 2008													
<i>Service Mode</i>	<i>Oct</i>	<i>Nov</i>	<i>Dec</i>	<i>Jan</i>	<i>Feb</i>	<i>Mar</i>	<i>Apr</i>	<i>May</i>	<i>Jun</i>	<i>Jul</i>	<i>Aug</i>	<i>Sep</i>	<i>TOTAL YEAR</i>
LYMMO	114,798	94,685	91,875	99,272	98,266	103,967	102,589	98,204	90,840	98,374	83,201	94,166	1,170,237
Fixed Route	2,221,396	2,090,820	2,066,977	2,094,176	2,035,574	2,101,067	2,069,342	2,159,087	2,061,672	2,154,279	2,045,891	2,126,341	25,226,622
Pick Up Line	218	273	264	286	388	430	498	611	544	685	715	698	5,610
SUBTOTAL - FIXED ROUTE	2,336,412	2,185,778	2,159,116	2,193,734	2,134,228	2,205,464	2,172,429	2,257,902	2,153,056	2,253,338	2,129,807	2,221,205	26,402,469
Special Shuttles	65	969	95	157	1,014	26,563	207	60	30	98	126	903	30,287
ACCESS LYNX	51,379	45,768	44,435	47,720	46,438	51,719	52,816	53,457	52,506	55,042	51,109	56,232	608,621
VanPlan	18,862	15,292	13,350	16,040	16,304	16,169	17,890	17,172	16,986	17,828	17,012	16,604	199,509
SUBTOTAL - OTHER SERVICES	70,306	62,029	57,880	63,917	63,756	94,451	70,913	70,689	69,522	72,968	68,247	73,739	838,417
TOTAL ALL SERVICES	2,406,718	2,247,807	2,216,996	2,257,651	2,197,984	2,299,915	2,243,342	2,328,591	2,222,578	2,326,306	2,198,054	2,294,944	27,240,886

* NOTE: VanPlan ridership may not be a full representation of total ridership due to information received from subscribers.

Monthly Report E: Planning and Development Report

To: LYNX Board Of Directors

From: **Edward Johnson**
CHIEF ADMINISTRATIVE OFFICER
Tony Walter
(Technical Contact)
Belinda Balleras
(Technical Contact)

Phone: 407.841.2279 ext: 6058

Item Name: Planning & Development Report - August/September 2009

Date: 9/24/2009

Coordination Activities

Orange County – LYNX and Orange County staff are coordinating bus shelter locations that will potentially be funded under the American Recovery and Reinvestment Act (ARRA) program and in the 2010 budget.

LYNX planning staff confirmed that the permitting process for art shelters will be the same as for the current shelters.

Osceola County - LYNX staff continues to coordinate with Osceola County staff to identify potential bus shelter locations to be funded under the ARRA program and in the 2010 budget.

Seminole County – LYNX is in the process of identifying all the requirements for permitting shelters within the County, Community Redevelopment Agency (CRA), partnering cities and the City of Longwood.

LYNX and Seminole County staff are working together to identify bus shelter locations that will potentially be funded under the American Recovery and Reinvestment Act (ARRA) program and the 2010 budget. As part of this larger coordination effort, LYNX had a productive meeting with both the CRA and Signal Outdoor advertising on forming a private public partnership with respect to LYNX funding the installation of LYNX-style shelters at all stops. In return, Signal would provide the associated ad panel. (Signal currently has an exclusive contract with the County for shelter installation).

City of Orlando - LYNX staff continues to coordinate with City of Orlando staff to identify potential bus shelter locations to be funded under the ARRA program and in the FY 2010 budget.

City of Altamonte Springs - LYNX staff is coordinating with City of Altamonte Springs staff to identify potential bus shelter locations to be funded under the ARRA program and in the FY 2010 budget.

Geography Network

The main page and the three web applications currently available on LYNX Geography Network had been loaded on a desktop 2,259 times between June 14 and August 27, 2009

GIS

Bus Stop Inventory data updates and validation, to incorporate the service changes in August 2009 were completed, GIS map services were updated with the information and the service area polygons and bus stop information were updated in the APC Data Collection System and the LYNX Trip Planner. The updates were also published for download at GoLYNX.com and sent to Orange County for their update of the InfoMap interactive web service.

Map posters for the proposed December 2009 service change workshops were designed. Also map posters of existing and proposed shelter sites were designed for each of the funding partners. GIS staff updated the database information and maps for LYNX' 2010 TDP to reflect FDOT comments. The maps were applied to the document and the database was published for download at GoLYNX.com

GIS staff converted LYNX' map template projects to use the web based street service published by ESRI and the Street Base map regional template and to work with the GIS data provided by FDOT under the unified base map project for State of Florida. LYNX can now provide better mapping products when communicating with the funding partners and local communities

Under phase two of the Partners for Structures Layer Project, funded under the USGS Assistantship program the LYNX GIS analyst attended the 2009 ESRI International User Conference between July 13 and 17, 2009 in San Diego, California. The travel was funded by the USGS grant for establishing of a structures layer regional data stewardship program in the East Central Florida region. As a project manager, Mira Bourova presented the project at the conference on the behalf of LYNX and all partnering agencies. The project paper was published for the conference proceeding materials. The presentation was placed in the Special Data Infrastructures track for Regional applications and was presented together with other two projects funded by USGS.

GIS staff conducted internal user training on both the ArcGIS software functionality for the new users and how to find and use data from LYNX Geography Network. The ArcGIS software training is part of a program to make the GIS system a useful tool to support GIS operations and applications in multiple departments. The web mapping applications training was offered to the safety and security staff to outline ways of applying the available information for their needs.

MORE TMCC

LYNX has executed the Service Development Grant in the amount of \$200,000 with the Florida Department of Transportation for the MORE TMCC project. The Federal Transit

Administration (FTA) finalized the execution of the grant for \$100,000 in Federal funds for the project. The Federal project kick-off meeting is scheduled for September 10, 2009 in Fitchburg, MA and will be attended by Doug Jamison and Bill Hearndon using project grant funds.

Doug Jamison and Bill Hearndon attended the National Rural ITS Conference in Seaside, Oregon in order to attend a TMCC project workshop held in conjunction with the conference. Doug Jamison presented on Transit Information in Central Florida. This is a required conference from all project sites and was fully funded by Federal Transit Administration project funds.

Shelters and Amenities

During the months of July, August and part of September, LYNX installed the following shelters throughout the service area:

Orange County: Completed installation of ten (10) shelters along Oakridge Road, seven (7) shelters on Silver Star Road and two (2) shelters in Tangelo Park. On July 29, 2009 a ribbon cutting ceremony with the neighborhood and elected officials took place to celebrate the two (2) new shelters in Tangelo Park.

City of Orlando: Completed installation of thirteen (13) shelters along SR 436 at existing bus pullout bays.

The shelter located at the Frontage Road in front of the Raddison hotel near the airport was found to be on private property. Staff has not been able to contact the property owner. Other locations for this shelter are being evaluated.

Seminole County: Completed installation of the four (4) shelters within the City of Casselberry.

Thirteen (13) of the twenty-two (22) shelters programmed for the 17-92 CRA corridor have been installed. The remaining nine (9) should be installed by the September Board meeting.

Osceola County: LYNX awarded the construction contract for the Osceola Square Mall Bus Pullout-bay. Negotiations are underway with respect to final execution of the contract. LYNX is also waiting on the Mall's legal team to respond to issues associated with the Transit License Agreement (TLA). Staff anticipates the construction will start in mid-August and be completed in October.

LYNX is securing permits for the installation of one 10' x 10' shelter at the Poinciana Wal-Mart to serve LINKS 26, 426 and Pick-Up Line 602.

City of Winter Park – Installation of 4 of the 6 shelters programmed for the City of Winter Park is underway. Transit License Agreements (TLA) are required for the remaining 2 shelters. Staff anticipates these shelters will be installed by the September board meeting

System-Wide Shelter Program: Based on the effective and efficient use of the FY 2009 Capital Budget, approximately 94 shelters are installed and staff anticipates an additional 4 shelters will be under construction by the September Board meeting.

LYNX staff met with representatives of Orange County, Osceola County, Seminole County, the City of Orlando and the City of Altamonte Springs to discuss a system wide Unified Shelter Management Program.

Developments of Regional Impact (DRI's)/Roadway Projects

LYNX staff reviewed, commented and attended meetings for the following projects:

Rybolt Park and Camino Reale - LYNX provided additional comments on Rybolt Park questioning the mode split. The developer claims a 25% mode split when 3% is normal potentially over stating the person trips assigned to transit. In addition, LYNX asked the developer to provide assurances that an internal circulator would be funded along with the other provisions agreed to for transit.

For Camino Reale, LYNX requested information concerning the proportionate share funding for BRT/Innovation Way. LYNX again emphasized that the developer will, when the project reaches prescribed thresholds, hire an employee transportation coordinator. Further, LYNX requested that the project reserve adequate sites for transit bus bays and shelters.

Center of Commerce DRI and Fashion Square DRI

LYNX continues to comment and attend meetings for both projects which include legal counsels, the East Central Florida Regional Planning Council and the City of Orlando. With respect to the Center of Commerce DRI, it appears that LYNX' requested consideration of additional capital concessions from the respective developers in the form of additional bus shelters was successful. The use of developer funds to increase the headways on area routes in the off-peak hours may occur depending on the concessions that FDOT offers with respect to intersection improvements.

The Fashion Square DRI is still in the negotiation process. At this stage of the negotiation, LYNX is identified to receive funding for two new bus shelters on SR 50.

Road Projects

Staff provided comments and/or was involved in the regional review process for the following road projects:

FDOT District 5 Milling and Resurfacing Projects

LYNX staff attended a meeting with FDOT and other public agencies in July to discuss milling and resurfacing projects to get a better understanding of what each agency needs with respect to the following milling, resurfacing and road widening projects: SR 50 from Auction Entrance to Good Homes Plaza, SR 424 from Par St. to CR 424, SR 530/192 from Lake County line to Osceola County line and SR 500/US 192 from 34 Street to SR 50. For each of these project(s) LYNX provided general comments regarding lane closures and maintenance of stops during construction. In addition, LYNX is in the process of providing written comments that will address how each of these corridors fit into the large vision of BRT-like service and how FDOT may be able to assist with this effort.

LYNX staff met with and provided comments to FDOT with respect to the Ultimate I-4 Lane Widening project. The most significant comments were with respect to the median closure at Wymore Road and State Road 436 and its potential to affect LINK 1. LYNX will continue coordination with FDOT and provide additional updates at future board meetings.

Osceola County:

US 441 for Vine St to Osceola Parkway - LYNX staff attended a meeting with FDOT and the associated consultants and provided comments on how to incorporate LYNX' desire for BRT-like service on this transit emphasis corridor. This initial public meeting has since led to a bigger and potentially significant discussion with FDOT with respect to establishing thresholds with FDOT for what BRT improvements occur when and where system-wide.

Orange County:

Texas Avenue - LYNX staff attended a meeting with FDOT consultants on the road widening project on Texas Avenue. LYNX provided information that detailed the need for additional right-of-way to install LYNX' largest shelter. In addition, LYNX requested that the project improvements provide the appropriate bus pad for each shelter as well as the related ADA improvements.

John Young Parkway and Sandlake Road - LYNX staff attended an initial meeting with FDOT consultants to discuss the road widening project and intersection improvements. The project does not appear to affect the existing capital infrastructure.

Seminole County:

Wymore Road - LYNX staff coordinated with Seminole County Staff on a sidewalk improvement project south of SR 436. The County is currently reviewing their budget for the inclusion of LYNX' requested items. Once LYNX receives the requisite information, staff will progress with either coordinating with the County on the improvements or include them in LYNX' FY 2010 Capital Budget.

Transit License Agreements

Following is the status of outstanding Transit License Agreements:

Disney - Agreement has been sent to Disney for their review and signature. Once executed, LYNX will move forward with the installation of 9 shelters.

Osceola Square Mall – Fully executed agreement and staff is moving forward with final permitting issues and setting up a pre-construction meeting for the project. Construction is anticipated to start towards the end of September and finish in November.

Winter Park Tech - This is in the process of being executed by OCPS (Winter Park Tech site).

Monthly Report F: Communications Report

To: LYNX Board Of Directors

From: **Edward Johnson**
 CHIEF ADMINISTRATIVE OFFICER
Maria Colon
 (Technical Contact)
Bill Fay
 (Technical Contact)
Matthew Friedman
 (Technical Contact)

Phone: 407.841.2279 ext: 6058

Item Name: Communications Report – July/August 2009

Date: 9/24/2009

ADVERTISING

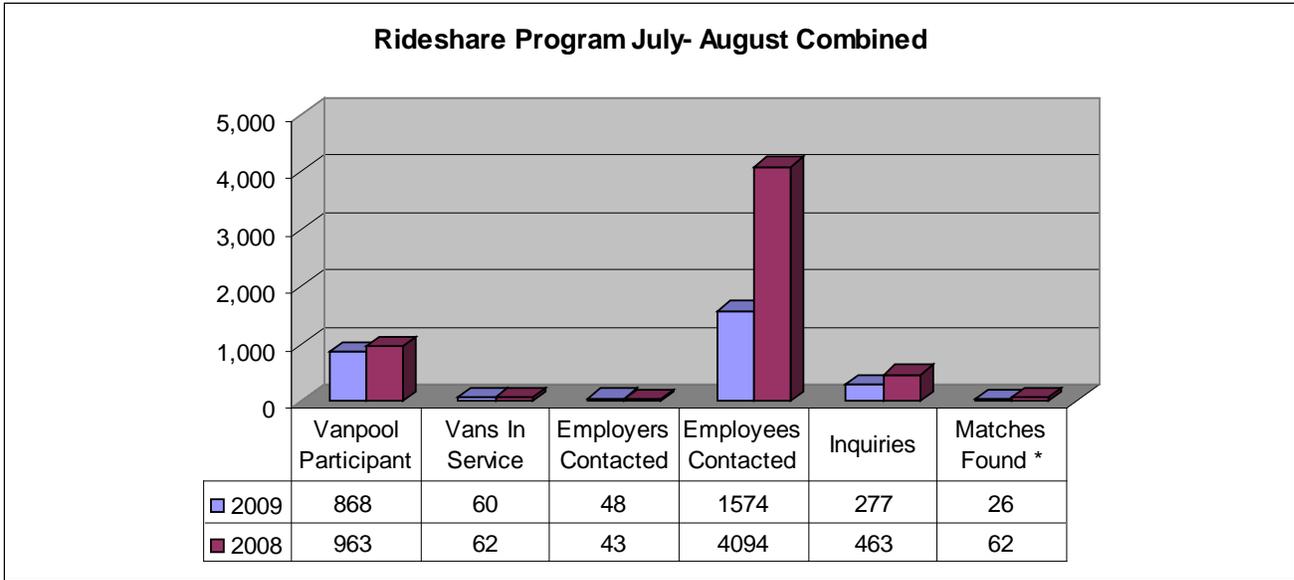
ADVERTISING REVENUES BUDGET FY 2008/2009	YTD *FY09	REVENUE JULY 2009	REVENUE- JULY 2008	% -/+ JULY 2008/ VS JULY2009
\$1,850,000	\$711,217	\$22,278	\$121,003	-81.59%

* Represents revenue recognized for contracts billed thru July 2009. These amounts do not include shelter and in-kind advertising revenue earned year-to-date.

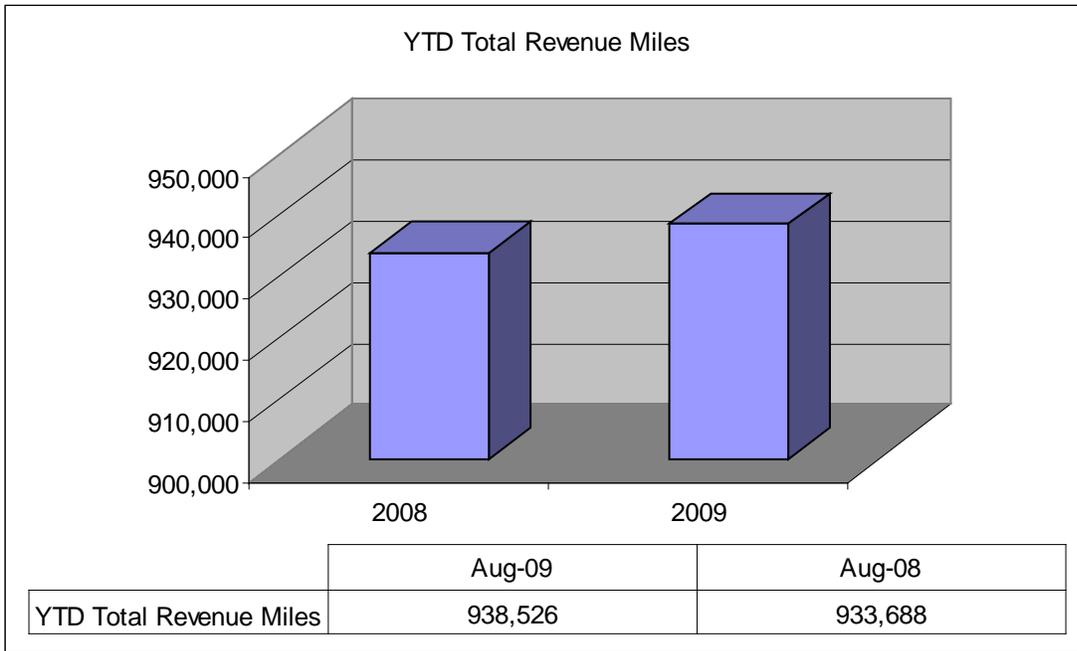
Communications July & August 2009

Vanpool Program – The unemployment rates are still having a negative impact on the number of vans in service. Vanpool service is down 3% from one year ago.

**Matches found indicates number of people who received a match for carpool or vanpool service.*



Vanpool Program Revenue Miles are up 1% higher than one year ago.



Vanpool

Program Implementation in July - 1 agency van for Orlando VA

Bus Pass Sales to Public Implementation in July:

Orlando Utilities Commission

Communications Events

Connections, Inc:

LYNX Commuter Services representatives participated at an Employee event, called Red, White, and Blue in celebration of Independence Day. Information promoting LYNX Family of Services was distributed to approximately 50 individuals.

Hilton Properties Hiring Event:

LYNX Commuter Services representatives participated in part one of their hiring event, to educate the newly hired employees of the transportation options LYNX makes available to them. LYNX was able to provide information to more than 180 new hires.

Westminster Care of Orlando:

Westminster Care of Orlando was responding to information received regarding the Subsidized Vanpool program for Human Services Agencies. This agency is in process to acquire a van.

Easter Seals Daybreak Orlando:

Easter Seals Daybreak Orlando also responded to the information received regarding the Subsidized Vanpool program for Human Services Agencies. They are interested in moving forward to acquire a van.

METROPLAN ORLANDO 2030 LRTP:

METROPLAN ORLANDO is in the process of developing the 2030, Long Range Transportation Plan. LYNX was present to share information regarding LYNX Transit and Family of services with more than 30 individuals that came to the LYNX booth.

District 3's 5th Annual Back 2 School - Back 2 Health Fair!

Commissioner Mildred Fernandez held her fifth annual Back to School Back to Health Fair and LYNX was there to promote the LYNX Family of Services to over 400 people.

Program Implementation in August:

- Administration of Veteran Affairs (1 vanpool)
- FCC Coleman (1 vanpool)
- Orange Lake Resort (ETC, Carpool, Guaranteed Ride Home programs)

Bus Pass Sales to Public Implementation in August:

- Amscot opened sale of bus passes to 37 more stores around Orange, Seminole, And Osceola counties.
- International Academy of Design & Technology (Bus Pass Consignor)

UCF 2009 Welcome Expo:

LYNX Communications representatives were asked to participate in this welcoming of new and returning students and faculty, to educate them on the transportation options available to them. Information promoting LYNX Family of Services was distributed to more than 300 people. UCF

wants to create a culture of alternative transportation options users with the help of the LYNX Communications department.

City of Orlando:

The City of Orlando invited the LYNX Communications Department out to re-educate those assuming the responsibilities of commuter services at the City of Orlando. This meeting generated a synergy to further the promotion of the Vanpool program.

Hilton Properties Hiring Event:

LYNX Communications participated in part two of their hiring event, to educate the newly hired employees of the transportation options LYNX makes available to them. We were able to provide information to more than 20 new hires.

Department of Veterans Affairs:

LYNX Communications met with ten Department of Veterans Affairs employees to talk to them about the vanpool program.

Seminole Community College Club Rush:

LYNX was invited to attend the Seminole Community College Club Rush where students choose which clubs they want to be a part of. LYNX talked to over 350 students about riding the LYNX bus and other commuting programs.

JARC Coordinated Transportation Planning Meeting:

LYNX Communications participated in the JARC Coordinated Transportation Planning Meeting to talk to the seven stakeholders about an agency van program for qualifying social service agencies.

Winter Springs July 4 Celebration

LYNX promoted the new Link 434 to 25,000 residents of Winter Springs during their July 4 event. Nearly 500 people visited our booth and received information about the route and our additional services.

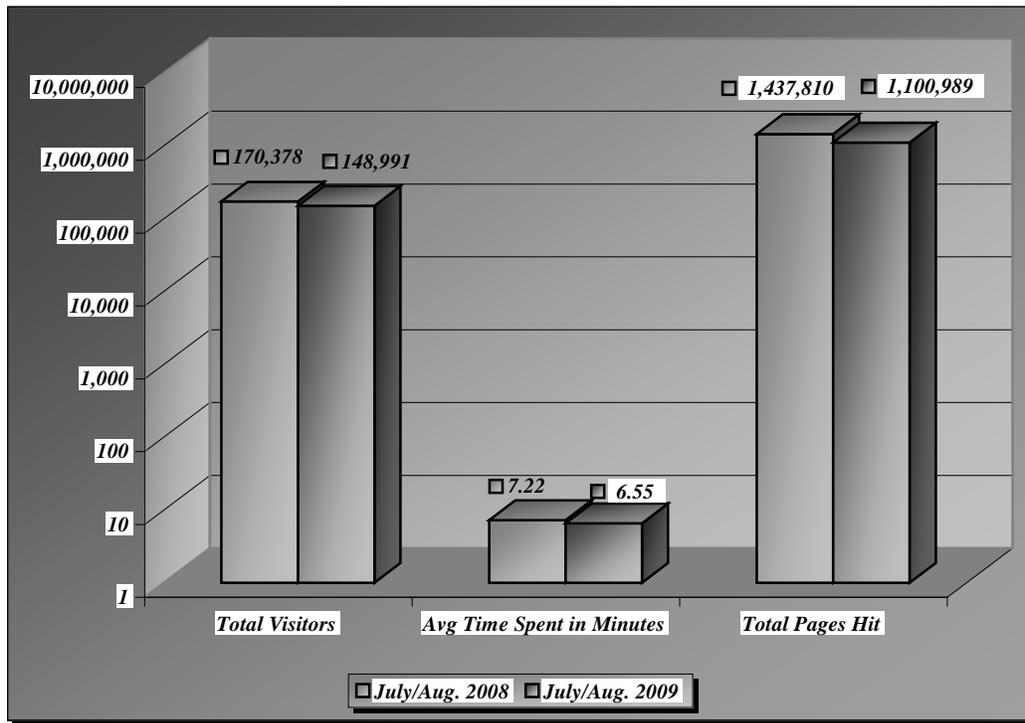
Regions Bank Community Event

LYNX was invited to Regions Bank branch in Winter Springs to promote the Link 434 route at their community outreach for old and new customers. We gave out over 100 route schedules and coupons for schedule books.

9th Annual School Supply Event

LYNX was invited to participate in the combined back to school supply and health event sponsored by State Senator Gary Siplin and Orlando Commissioner Daisy Lynam at Jones High School. Over 2,000 people attended. We not only provided facepainting but gave away over 700 coupons for schedule books and information about routes.

Website Usage July/Aug 2009



Months	Total Visitors	Avg Time Spent in Minutes	Total Pages Hits
July/Aug. 2008	170,378	7.22	1,437,810
July/Aug. 2009	148,991	6.55	1,100,989

Media Relations

July 7...WFTV/Channel 9 taped a story on a potential proposal from a commissioner in Orange County on a dedicated gas tax for LYNX.

July 7...Submitted article to Passenger Transport to raise interest in visiting Orlando for the upcoming APTA Annual Meeting.

July 10...Interview with Texture Magazine (Lifestyle) on LYMMO providing transportation for urban dwellers. Story scheduled for September issue.

July 12...Sentinel (Osceola edition) printed a brief on ARRA funding from U.S. DOT. The story stated we received \$29.6 million for an Osceola Square Mall project. Called in the correct information.

July 12...Sentinel Letter to the Editor...mention of the gas tax.

July 13...Sentinel mention of man being bitten by pit bull at a Kissimmee stop.

July 14...WBDO-AM story on gas tax proposal.

July 14...WFTV/Channel 9 called/ran a story regarding on Orange County Commissioner. Stewart's proposed gas tax.

July 14...Orlando Sentinel Political Pulse Blog had a write up on Orange County Commissioner. Stewart's proposed gas tax.

July 16...Orlando Weekly printed a story regarding on Orange County Commissioner. Stewart's proposed gas tax.

July 19...WKMG/Channel 6 and WESH/Channel 2 went live for a Road Ranger expanded service hour story.

July 20...OBJ photos shoot for a story on the Biodiesel Facility. Story to be printed in an upcoming special "green" issue..

July 21...Orlando Sentinel had questions regarding the Orange County budget hearings. Story printed on July 22.

July 21...Dr. G Medical Examiner shoot with LYNX bus.

July 21...Orlando Sentinel printed a story on the Orange County budget hearings.

July 22...WFTV/Channel 9 went live from LCS with a story on the potential proposal from a commissioner in Orange County on a dedicated gas tax for LYNX.

July 23...Press release for the Tangelo Park shelter unveiling was sent. Orange County Commissioner Tiffany Moore Russell and Linda Watson spoke.

July 23...Sent press release regarding August Service Changes.

July 23...Called in and emailed a correction to inaccurate story on WOFL/Channel 35 website regarding balancing LYNX budget.

July 24...El Sentinel ride-a-long with Road Ranger. Story printed on August 1.

July 27...Interview with Orlando Sentinel on shelters and Tangelo Park event. Story printed on July 29.

July 27...WDBO and Orlando Sentinel coverage of Representative Alan Grayson event at LCS on healthcare.

July 28...WFTV/Channel 9 inquired about ACCESS LYNX no strand policy.

July 28...Orlando Sentinel Lake County Bureau inquired about Link 204.

July 28...Resent press release for the Tangelo Park shelter unveiling.

July 29...Hosted event for Tangelo Park shelter unveiling. Orange County Commissioner Tiffany Moore Russell and Linda Watson spoke. Event was covered by Orange TV, Channels 6, 9, 13 and 35. The Sentinel published a story on the shelters.

July 30...Sent press releases on Public Workshops and Hearing to media and CFLA PIO's.

July 31...Public Workshop/Hearing information posted on www.holaosceola.com.

August 1...El Sentinel ride along story with Road Rangers printed.

August 2...Orlando Sentinel editorial mention on Orange County needing to make tough budget decisions.

August 3...Explained ARRA process to WMFE-FM/90.7.

August 4...Florida Today mention of Zimek machine.

August 6...StirFryTV.com shot a segment for their debut show at LCS. They are an online TV network set to launch in September 09.

August 7...Hosted Public Workshop in Oviedo for December changes.

August 12...Responded to WFTV/Channel 9 Action 9 inquiry regarding a customer complaint.

August 18...Wrote and sent press release for APTA's national create-your-own video contest. National winner of Dump the Pump video will receive a year of free rides courtesy of APTA.

August 18...Hosted Public Workshop in Pine Hills for December changes.

August 19...Hosted Public Workshop in Sanford for December changes.

August 19...Public Records request from Tony Pipetone at WKMG/Channel 6. He requested all records related to payments to or from Bockstall Design Associates (or James R. Bockstall) and myregion.org.

August 21...Public Records responded to the request by Tony Pipetone at WKMG/Channel 6. There are zero contracts with Bockstall Design Associates (or James R. Bockstall) and myregion.org.

August 25...Hosted Public Workshop in Kissimmee for December changes.

August 26...Hosted Public Workshop at LCS for December changes.

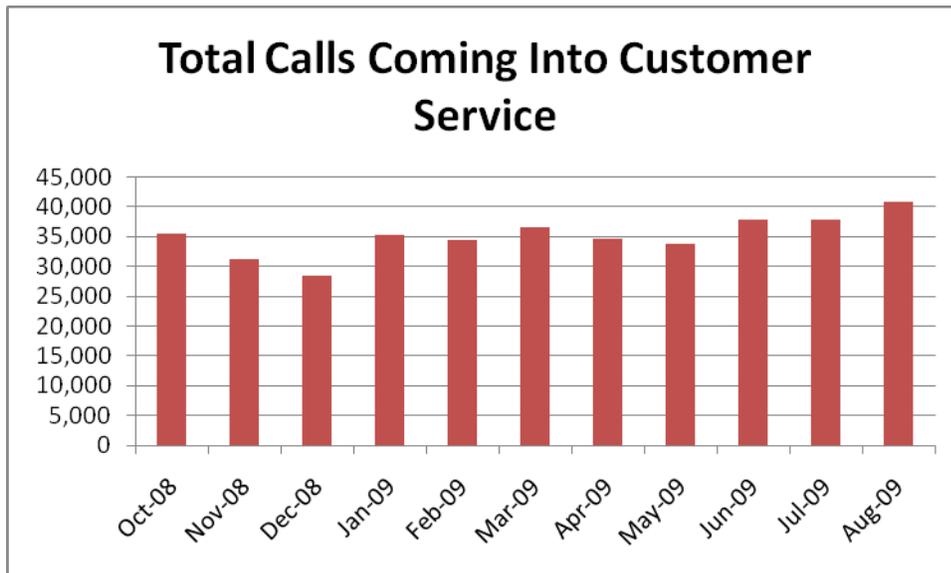
August 27...Hosted Public Workshop in Poinciana for December changes.

August 28...Hosted Public Hearing in Oviedo for December changes.

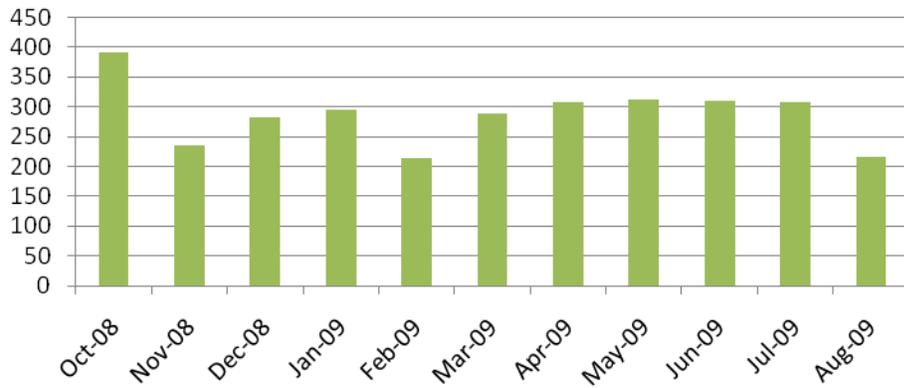
August 31...Interview with Watermark Publications on public transportation in CFLA. Story printed on September 3.

August 31...Taped voice recordings for LYNX Smoke-Free Workplace commitment to be played in the LCS Terminal.

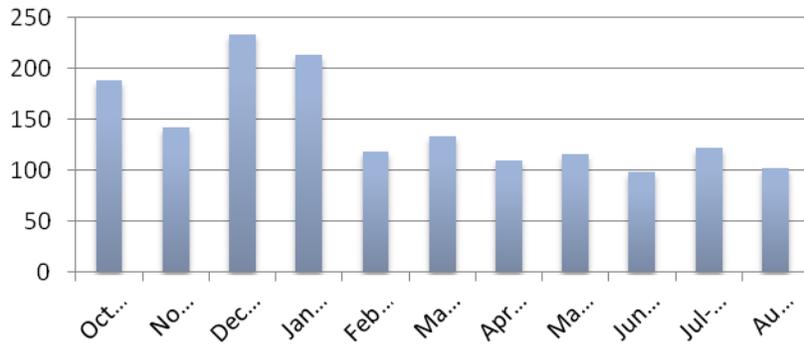
CUSTOMER SERVICE



Paratansit Total Complaints or Concerns



Fixed Route Total Complaints or Concerns



Monthly Report G: Government Relations Report

To: LYNX Board Of Directors

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

Phone: 407.841.2279 ext: 6064

Item Name: Legislative Report

Date: 9/24/2009

U.S. DOT Secretary Ray LaHood announced he will convene a panel to address the problem of text messaging and cell phone use by transit operators. The panel will include senior transportation officials, safety advocates, and representatives from Congress, law enforcement, and academia.

The announcement followed Sen. Charles Schumer's (D-NY) introduction of a bill that would withhold 25 percent of transportation funding from states lacking laws against texting while driving. The Avoiding Life Endangering and Reckless Texting (ALERT) Act is cosponsored by Sens. Robert Menendez (D-NJ); Mary Landrieu (D-LA); and Kay Hagan (D-NC).

The House and Senate had until Labor Day which left only three weeks until the start of the new fiscal year on October 1.

The House completed all FY2010 annual appropriations bills, twelve bills before recess; however, the Senate has only completed four. Their goal is to still pass all 12 as separate, stand-alone bills and avoid any short-term Continuing Resolutions (CR).

Livable Communities Act:

Senator Chris Dodd (D-CT), the chairman of the Senate Banking Committee which has jurisdiction over transit programs, has introduced a bill to promote Livable Communities. The bill, subject to annual appropriations, would authorize \$400M over four years for a comprehensive planning grant program that local communities could use to create comprehensive long-term transportation, housing and land use plans, and \$3.75B (subject to appropriations) over three years for a competitive "Challenge Grant Program" to implement the plans. The funds would be administered by HUD.

The bill would also establish a federal Office of Sustainable Housing and Communities at HUD and an Interagency Council on Sustainable Communities that will include reps from US DOT, HUD, EPA and other federal agencies. The bill appears to have strong support from the

Administration and is in line with an earlier announcement by DOT, HUD and EPA to form a federal partnership and joint task force to promote sustainable communities.

Surface Transportation Reauthorization:

On August 7, President Obama signed legislation, HR 3357, to transfer \$7B in General Funds to the highway account of the Highway Trust Fund to provide sufficient funding to reimburse state DOTs for highway expenditures for the remainder of this fiscal year.

The expiration date of the SAFETEA-LU surface transportation is September 30. Once Congress returns it will have to decide whether to fund and pass a \$500B six-year authorization bill or instead pass a short-term extension of the existing program for 12 to 18 months.

To ensure that the Highway Trust Fund will have enough revenues to finance a 12-month or 18-month extension, Senate Finance Committee Chair, Max Baucus (D-MT) has introduced legislation (S. 1474) to transfer \$22B to the Highway Account of the Trust Fund and \$4.8B to the Mass Transit Account from the General Fund.

House Transportation & Infrastructure Committee Chairman Jim Oberstar (D-MN) is urging a very short-term extension and continues to work seriously on a full six-year bill.

FY2010 Appropriations:

The House voted on July 23, to approve its version of the FY2010 DOT Appropriations bill (HR 3288) by a vote of 256 to 168. The Senate Appropriations Committee approved unanimously its DOT funding bill on July 30, but Senate floor action and a conference with the House to resolve differences in the bills will not occur until after the August recess. A summary of the funding approved to date:

FHWA Total – Senate \$42.67B; House \$41.1B.
FTA New Starts/Small Starts – Senate \$2.31B; House \$1.83B
FTA Formula and Bus Grants – Senate \$8.34B; House \$8.34B
FRA High Speed/Intercity Rail – Senate \$1.20B; House \$4.00B
Amtrak – Senate \$1.55B; House \$1.48B

The Senate bill also includes \$1.1B for discretionary grants to support surface transportation projects (the program is structured very similarly to the TIGER stimulus grant program).

ARRA/Economic Stimulus Implementation:

TIGER Grants –will be awarded competitively for highway, bridge, transit, freight and port stimulus projects that impact the economy and create jobs. Most grants will range from \$20M to \$300M. US DOT Secretary Ray LaHood announced that DOT will accelerate the selection and announcement of the \$1.5B TIGER grant program one month early to January 2010. Applications for TIGER discretionary grants are due to DOT by September 15.

High-Speed Rail Grants – pre-applications for High-Speed Intercity Passenger Rail (HSIPR) grants where July 10.

State Preliminary Submission Amounts (\$ Millions)

- | | |
|------------------------|-------------------------|
| 1. Alabama \$787 | 27. Montana TBD |
| 2. Alaska - | 28. Nebraska - |
| 3. Arizona \$237 | 29. Nevada* \$12,564 |
| 4. Arkansas \$1 | 30. N. H. \$258 |
| 5. California \$21,699 | 31. New Jersey \$852 |
| 6. Colorado \$1 | 32. New Mexico \$21 |
| 7. Connecticut \$3,185 | 33. New York \$9,697 |
| 8. Delaware \$258 | 34. N Carolina 5,140 |
| 9. DC \$26 | 35. NDakota - |
| 10. Florida \$3,002 | 36. Ohio** \$5,845 |
| 11. Georgia \$296 | 37. Oklahoma \$1,992 |
| 12. Hawaii - | 38. Oregon 2,130 |
| 13. Idaho \$5 | 39. Penn \$6,820 |
| 14. Illinois** \$3,562 | 40. Rhode Island TBD |
| 15. Indiana** \$166 | 41. S Carolina \$115 |
| 16. Iowa \$228 | 42. S Dakota - |
| 17. Kansas \$17.2 | 43. Tennessee - |
| 18. Kentucky - | 44. Texas \$3,159 |
| 19. Louisiana \$202 | 45. Utah - |
| 20. Maine \$106 | 46. Vermont \$121 |
| 21. MD\$11,205 | 47. Virginia \$2,484 |
| 22. Mass\$2,072 | 48. Washington \$1,817 |
| 23. Michigan 563 | 49. West Virginia \$0.8 |
| 24. Minnesot\$933 | 50. Wisconsin \$1,842 |
| 25. Mississippi - | 51. Wyoming - |
| 26. Missouri \$139 | |

TOTAL STATES: 40

GRAND TOTAL: \$103,545

FTA Small Starts Guidance:

New project criteria weights for Small Start projects have been reestablished and are: cost effectiveness (1/3), land use (1/3), and economic development (1/3).

Monthly Report H: Employee Travel Report

To: LYNX Board Of Directors

From: **Linda Watson**
 CHIEF EXECUTIVE OFFICER
Blanche Sherman
 (Technical Contact)
Deborah Henderson
 (Technical Contact)

Phone: 407.841.2279 ext: 6017

Item Name: Monthly Employee Travel Report - September 2009

Date: 9/24/2009

EMPLOYEE / DEPARTMENT	DESTINATION	PURPOSE	DEPARTURE AND RETURN DATES	TOTAL ESTIMATED AGENCY COST	AGENCY COST
Doug Jamison Planning	Fitchburg, MA	TMCC Phase II kick-off meeting at the request of the Federal Transit Administration	09/09/09 - 09/10/09	579	0
William Hearndon Paratransit	Fitchburg, MA	TMCC Phase II kick-off meeting at the request of the Federal Transit Administration	09/09/09 - 09/10/09	540	0
Tony Walter Planning	Atlanta, GA	To attend the Workshop on Alternatives Analysis (AA) presented by FTA	09/14/09 - 09/17/09	888	888
FJ Flynn City of Orlando	Atlanta, GA	To attend the Workshop on Alternatives Analysis (AA) presented by FTA	09/14/09 - 09/17/09	888	888
Laura Minns Grants	Atlanta, GA	To attend the Workshop on Alternatives Analysis (AA) presented by FTA	09/14/09 - 09/17/09	888	888
Linda Watson Executive	Washington, DC	Attend Board Meeting of the National Transit	09/21/09 - 09/22/09	0	0

EMPLOYEE / DEPARTMENT	DESTINATION	PURPOSE	DEPARTURE AND RETURN DATES	TOTAL ESTIMATED AGENCY COST	AGENCY COST
		Institute(NTI)- Rutgers Advisory Board			
TOTAL ESTIMATED COSTS and AGENCY COSTS				3,783	2,664

Monthly Report I: Employee Travel Report

To: LYNX Board Of Directors

From: Linda Watson
 CHIEF EXECUTIVE OFFICER
Blanche Sherman
 (Technical Contact)
Deborah Henderson
 (Technical Contact)

Phone: 407.841.2279 ext: 6017

Item Name: Monthly Employee Travel Report - August 2009

Date: 9/24/2009

EMPLOYEE / DEPARTMENT	DESTINATION	PURPOSE	DEPARTURE AND RETURN DATES	TOTAL ESTIMATED AGENCY COST	AGENCY COST
Jeff Kaley Marketing	Atlanta, GA	To make sales calls on National advertisers	06/24/09 - 06/26/09	1,060	1,060
Tony Walter Planning	Tavares, FL	To attend Lake County MPO to answer questions about Links 204 & 55	07/22/09	0	0
Gerardo Ocasio Planning	Tampa, FL	To attend NTD Data Collections & Reporting Training	07/22/09 - 07/23/09	64	0
Laura Minns Grants	Tampa, FL	To attend NTD Data Collections & Reporting Training	07/22/09 - 07/24/09	390	0
Bill Hearndon Paratransit	Daytona Beach, FL	Attend Intercity Bus Service Meeting hosted by Votran	07/30/09	0	0
Lisa Darnall Operations	Daytona Beach, FL	Attend Intercity Bus Service Meeting hosted by Votran	07/30/09	0	0

EMPLOYEE / DEPARTMENT	DESTINATION	PURPOSE	DEPARTURE AND RETURN DATES	TOTAL ESTIMATED AGENCY COST	AGENCY COST
Jose Felix IT	Bloomington, MN	4.5 days training class on Advanced Avaya Telephone System Maintenance; will reduce on-going maintenance costs	08/02/09 - 08/07/09	5,965	5,965
Tyler Griffin Paratransit	Daytona Beach, FL	To attend GIS class-free training	08/11/09	0	0
Bill Hearndon Paratransit	Lake Buena Vista, FL	17th Annual Transportation Disadvantaged Training and Technology Conference	08/18/09 - 08/20/09	230	230
Tyler Griffin Paratransit	Lake Buena Vista, FL	17th Annual Transportation Disadvantaged Training and Technology Conference	08/18/09 - 08/20/09	230	230
Lisa Darnall Operations	Lake Buena Vista, FL	17th Annual Transportation Disadvantaged Training and Technology Conference	08/18/09 - 08/20/09	230	230
Tim May Paratransit	Lake Buena Vista, FL	17th Annual Transportation Disadvantaged Training and Technology Conference	08/18/09 - 08/20/09	230	230
Keith Tillet Operations	Tampa, FL	To familiarize with Trapeze OPS Dispatch application prior to installation	08/19/09	0	0
Jose Alicea Operations	Tampa, FL	To familiarize with Trapeze OPS Dispatch application prior to installation	08/19/09	0	0
Reinaldo Quinones Operations	Tampa, FL	To familiarize with Trapeze OPS Dispatch application prior to installation	08/19/09	0	0

EMPLOYEE / DEPARTMENT	DESTINATION	PURPOSE	DEPARTURE AND RETURN DATES	TOTAL ESTIMATED AGENCY COST	AGENCY COST
Rafael Lopez Operations	Tampa, FL	To familiarize with Trapeze OPS Dispatch application prior to installation	08/19/09	0	0
Frances Iglesias Operations	Tampa, FL	To familiarize with Trapeze OPS Dispatch application prior to installation	08/19/09	0	0
Joe Cheney Operations	Anniston, AL	NABI Bus order	08/19/09 - 08/21/09	641	0
Tony Walter Planning	Tampa, FL	Attend SIS Plan Update Leadership Committee Meeting at FDOT District 7	08/20/09 - 08/21/09	0	0
James McLawhorn Govt. Affairs	Tampa, FL	Represent FPTA at SIS Update Leadership Committee Meeting at FDOT District Auditorium	08/20/09 - 08/21/09	0	0
Doug Jamison Operations	Seaside, OR	National Rural ITS Conference. Will present the Orlando MORETMCC	08/23/09 - 08/28/09	2,154	0
Bill Hearndon Paratransit	Seaside, OR	National Rural ITS Conference. Will present the Orlando MORETMCC	08/23/09 - 08/28/09	1,642	0
Lorna Hall Safety & Security	Washington, DC	TSGP After-Action Conference, to develop protocols for administering the FY2009 grant awards	08/25/09 - 08/26/09	618	0
Patricia Bryant Grants	Washington, DC	TSGP After-Action Conference, to develop protocols for administering the FY2009 grant awards	08/25/09 - 08/26/09	488	0
Rafiq Basaria Planning	Deland, FL	Volusia County GIS Users Group presentation by LYNX	08/28/09	0	0

EMPLOYEE / DEPARTMENT	DESTINATION	PURPOSE	DEPARTURE AND RETURN DATES	TOTAL ESTIMATED AGENCY COST	AGENCY COST
Mira Bourova Planning	Deland, FL	Volusia County GIS Users Group presentation by LYNX	08/28/09	0	0
Tony Walter Planning	Deland, FL	Volusia County GIS Users Group presentation by LYNX	08/28/09	0	0
Laura Minns Grants	Deland, FL	Volusia County GIS Users Group presentation by LYNX	08/28/09	0	0
TOTAL ESTIMATED COSTS and AGENCY COSTS				13,942	7,945