

# LYNX Board Agenda

Board Date: 9/25/2008


Time: 10:30 A.M.

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

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

## 1. Call to Order & Pledge of Allegiance

## 2. Approval of Minutes

-  Minutes from the August 21, 2008 Board of Directors Meeting

Pg 4



## 3. Public Comments

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



## 4. Chief Executive Officer's Report

## 5. Consent Agenda


### A. Release Requests for Proposal (RFP)

- i.  Authorization to Release Request for Proposal (RFP) for General Consulting Services; Transportation and Financial Planning, Technical Studies, Urban Design and Implementing Geographic Information Systems Pg 20
- ii.  Authorization to Release a Request for Proposal (RFP) for Temporary Staffing Services Pg 23


### B. Award Contracts

- i.  Authorization to Award a Contract to Solantic of Orlando, LLC for Providing Occupational Health Services Pg 24
- ii.  Ratification of the Chairman's Authorization to Enter into an Agreement with State Farm Mutual Automobile Insurance Company for Advertising under the Road Rangers Program Pg 26

C. Extension of Contracts


- i.  Authorization to Execute the One Year Renewal Option with Public Risk Insurance Agency for Renewal of Property, Liability, Excess Workers' Compensation and Allied Insurance for FY 2008/2009 Pg 28

D. Miscellaneous

- i.  Authorization to Execute a Supplemental Joint Participation Agreement (JPA) #420523-1-84-01 with Florida Department of Transportation District V for the Clermont Express Service/Link 204 Pg 30





- Attachment 

6. Work Session

- A.  Update on the Public Hearings for the Proposed December 7, 2008 Service Changes and Proposed January 2009 Fare Increase Pg 34

- Attachment  

7. Action Agenda

- A.  Authorization to Amend Contract #06-034 with MV Transportation, Inc. to Increase the Contract "Not to Exceed" Dollar Amount Pg 38
- B.  Alternative for SIB Loan Repayment Pg 41
- C.  Adoption of the FY2009 Operating and Capital Budgets Pg 43
- D.  Authorization to Enter into the FY2008-2009 Service Funding Agreements with the Regional Funding Partners Pg 48

- Attachment         

8. Other Business

## 9. Monthly Reports

(For Review Purposes Only - No action required)

- |    |                                                                                                                             |        |
|----|-----------------------------------------------------------------------------------------------------------------------------|--------|
| A. |  Monthly Financial Reports - June 30, 2008 | Pg 129 |
|    | - Attachment                               |        |
| B. |  Ridership Report                          | Pg 136 |
| C. |  Planning & Development Monthly Report     | Pg 143 |
| D. |  Legislative Update                        | Pg 148 |
| E. |  Marketing Department Report               | Pg 150 |
| F. |  Monthly Employee Travel Report            | Pg 156 |

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, 2<sup>nd</sup> Floor**  
              **Orlando, FL 32801**

**DATE:**       **August 21, 2008**

**TIME:**       **2:03 p.m.**

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**Members in Attendance:**

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

**Members Absent:**

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**1. Call to Order and Pledge of Allegiance**

The Chairman, Commissioner Carlton Henley, called the meeting to order at 2:03 p.m. and asked Vice Chairman, Commissioner Bill Lane, to lead the Pledge of Allegiance.

**2. Approval of Minutes**

**Motion** was made and seconded to approve the Minutes of the July 1, 2008 Board of Directors meeting. The motion passed unanimously.

**3. Recognition**

The Chairman recognized Lisa Darnall, Chief Operating Officer, to recognize LYNX' Operator, Pablo Roman, with a Good Samaritan Award.

On Monday, August 11, 2008 approximately 4:50 a.m., Pablo was driving his bus East-bound on I-4 in the vicinity of the rest stop near Lake Mary. He noticed a car leaving the rest stop, making a u-turn in order to travel east, driving erratically, and hitting an I-4 exit sign. When he noticed the car had caught fire, Pablo stopped the bus, rushed to the burning car, pulled the motorist out, and dialed 911. For his quick response to what could have been a more serious incident, LYNX recognizes Pablo Roman with a Good Samaritan Award.

#### **4. Public Comments**

The Chairman noted two Public Comment periods will be included on the Agenda for those wishing to address the Board. In the first period, the Board will hear from those who have requested to speak on general matters. In the second period, the Board will hear from those who have requested to speak on the proposed service changes or specific routes. The Chairman then recognized the speakers for the first period.

Dianne Ketts, Orlando, Florida, addressed the Board on behalf of the community of visually impaired residents. Ms. Ketts introduced herself as an instructor at Light House Central Florida and a member of the LYNX Transit Advisory Committee. She was concerned that riders who utilize adaptive software cannot access the LYNX website [www.golynx.com](http://www.golynx.com) to schedule a trip with Access LYNX or to complete an application. The menus are dynamic and do not work in tandem with screen readers and other accessible software. In conclusion, Ms. Ketts encouraged the accessibility be reviewed and addressed.

The Chairman recognized LYNX CEO, Linda Watson, for comment. Ms. Watson reported that LYNX staff is currently working with the contractor who designed the website in an attempt to resolve the site's accessibility. She noted the issue has not been resolved but the work has begun.

#### **5. Chief Executive Officer's Report**

The Chairman recognized Linda Watson, Chief Executive Officer, who reported on the following items:

1. A bill has been passed in the U.S. House that is designed to promote increased use of public transportation. The bill allocates approximately \$6.8M to Central Florida. Its passage in the Senate does not look promising. Even if it were to pass, it is authorizing legislation which would then require appropriations and that process does not look likely this session.
2. The Federal Transportation Security Administration has granted LYNX \$1.3M through its Transit Security Grant Program (TSGP). The grant requires no local match and can be used for the protection of critical transit infrastructure, security training for frontline employees, to conduct exercises, and develop public awareness programs. We are exploring other security measures for utilization of the funds such as security cameras at SuperStops.
3. As LYNX CEO, I have been invited to serve on Florida's Department of Transportation, Rail Stakeholder Advisory Committee. The Committee's purpose is to design Florida's Rail System Plan to ensure rail maintenance, safety, revitalization, and expansion throughout the state. As I was not available to attend the first Committee meeting in July, I will attend

its second meeting in Tallahassee, August 26-27. The Committee will hold up to four meetings with its last to be held in October, and submit its final recommendations to FDOT Secretary, Stephanie Kopelousos, in December. I will update the Board on the Committee's progress.

## **6. Consent Agenda**

The Chairman announced that Consent Agenda Item #6A.iii has been taken off of the Consent Agenda and placed on the Action Agenda

### **A. Award Contracts**

- i.** Authorization to Enter into an Annual Coordination Agreement with Three Medicaid Compensable Entities and Thirty-Five Non-Compensable Entities

### **B. Extension of Contracts**

- i.** Authorization to Execute First Year Option of Contract #07-001 Barracuda Building Corporation for Installation of Passenger Amenities
- ii.** Authorization to Execute an Interlocal Agreement with VOTRAN for Commuter Bus Service between Volusia County and Downtown Orlando
- iii.** Authorization to Execute Amendment #8 to the Medicaid Subcontracted Transportation Provider Contract with Florida Commission for the Transportation Disadvantaged
- iv.** Authorization to Amend Contract #DTS 05-003 to Data Transfer Solutions (DTS) for Urban Design Transportation Planning, Technical Studies, Implementing Geographic Information Systems, and to Exercise the First Option Year
- v.** Ratification of a One-Month Extension with the Florida Department of Transportation (FDOT) for the Road Ranger Assistance Program
- vi.** Authorization to Execute First Year Option of Contract #07-019 Spencer Fabrications, Inc., for Manufacturing of LYNX Passenger Shelters and Amenities

### **C. Miscellaneous**

- i.** Resolution Authorizing the Re-appointment of Albert J. Francis, II as Trustee for the ATU 1596 Pension Plan
- ii.** Approval of LYNX' Disadvantaged Business Enterprise (DBE) Goal for Fiscal Year 2008-2009

**Motion** was made and seconded to approve the Consent Agenda Items. The motion passed unanimously.

## **7. Work Session**

### **A. Update on the City of Orlando Shelter Program Interlocal Agreement**

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

Staff has been working with the City of Orlando to develop a bus shelter program. Since presenting the draft Interlocal Agreement and its adoption by LYNX Board of Directors in July 2007, it has undergone several revisions. As reported in February of this year, the City and LYNX staffs were close to finalizing the negotiations and executing the Agreement. Unfortunately, a couple of matters remain open which will be addressed in an upcoming scheduled meeting. The City's staff is of the opinion the item could be on the Council's agenda in September. Once approved, LYNX staff will update the Board for authorization to let a Request For Proposal to construct the shelters.

## **B. Update on FY2009 Budget Development**

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

LYNX staff presented the FY 2009 Preliminary Budget to its funding partners, Orange, Osceola and Seminole Counties. As a result of the various presentations and discussions, the following budgetary shortfall remains to be addressed in order to balance the FY2009 Budget.

### **Proposed Operating Expenses:**

Existing Service Levels	\$134,906,764
Bus Lease – Capital Portion	1,005,094
Additional Budget Cuts	(1,149,921)
Planned Service Efficiencies (Aug., Dec.)	<u>(2,564,383)</u>
Adjusted Budget	<u>\$132,197,554</u>
Federal, State & Other Funding	(67,750,437)
Proposed Funding Partner Levels	<u>(55,120,229)</u>
Ending Shortfall	<u><u>\$ 9,326,888</u></u>

### **Status of Osceola County:**

On July 23, staff made a presentation to the Osceola County Commission. The presentation highlighted the \$745,000 shortfall from the proposed funding level, calculated by the regional model, versus the amount proposed by Osceola County.

Several options were given to Osceola County to address the shortfall such as reducing service. At this time, Osceola County is waiting to see the results of the final LYNX budget as well as the actions being taken by the other LYNX funding partners before addressing their shortfall.

### **Status of Seminole County:**

On July 31, staff made a presentation to the Seminole County Commission. The level of funding, calculated by the regional model was approximately \$500,000 higher than the County anticipated. It was decided that by delaying the initial start-up of the new service on SR434 that approximately \$200,000 in savings could be generated.

The Seminole County Commission requested their staff evaluate their budget in an effort to fully fund the LYNX request. Further, they agreed to wait for the results of LYNX' Board actions.

### **Status of Orange County:**

On July 23, staff made a presentation to the Orange County Commission. The presentation highlighted the \$8,000,000 shortfall, calculated by the regional model, versus the amount of funding proposed by Orange County. After discussion, Orange County did offer the following two options for consideration:

1. If LYNX were to approve a fare increase that could potentially generate an additional \$1,000,000 in customer fares in FY09, then Orange County would match that with an additional \$1,000,000 effective in January, 2009.
2. If LYNX could generate \$1,000,000 from new public/private partnership contributions, then Orange County would also match that with an additional \$1,000,000.

The total value of these options is \$4,000,000 in funding or an additional \$2,000,000 from Orange County. Even if these options are accepted and successful, there remains a shortfall of \$4,000,000 related to the Orange County funding level.

The Chairman asked Mr. Francis if there would still be a shortfall if each funding partner met their requested funding amount. In response, Mr. Francis said no. The Chairman asked Mr. Francis, if each funding partner met their requested funding amount, would LYNX' budget be balanced? In response, Mr. Francis said yes.

The Chairman asked Mr. Francis if the funding allocations requested of the partners based upon the 1994 regional model. In response, Mr. Francis said the allocations were calculated on the regional model, that he believed the model was agreed upon in 1994, and the regional model was the basis used since it was agreed upon.

The Chairman asked Mr. Francis if Orange County's shortfall was the reason the budget was not balanced. In response, Mr. Francis indicated it was.

### **C. Update on August 2008 Service Changes and Proposed December 2008 Service Changes/Public Involvement Process**

The Chairman recognized Darrell Smith, Runways Transportation Company, to make the presentation.

Staff has completed the August 17, 2008 service changes approved by the Board at its meeting July 1<sup>st</sup>. At that meeting, the Board requested staff to investigate the new Link 14 service, Winter Park Village to Calvary Towers, passenger amenities at Maury Road and Edgewater Drive, passenger amenities on Denning Drive at Winter Park Village, and the pedestrian signal timing along US 17-92 between Minnesota Avenue and Lee Road. The investigation was completed and the results can be found in the Work Session Item #7.C. staff write-up.



### **Service Reduction in Response to Available FY2009 Local Funding:**

- As much as \$11,000,000 due to fuel, paratransit service demand, and labor agreement cost increases and remainder of FY2008 \$2,500,000 service efficiency target.
- Assumes Seminole County is able to meet LYNX funding request.
- Assumes a \$700,000 funding gap in Osceola County.
- Assumes a \$8,300,000 funding gap in Orange County plus an additional \$1,700,000 for service efficiencies that remain to be done.

### **Impacts of Service Reductions:**

- Ridership is increasing 6% system-wide – after the 17% fare increase that went into effect January, 2008.
- Over 3.6M passenger trips a year are at risk if all service changes are implemented (approximately 14% of the total bus ridership).
- Several areas could be left with no service at all and a potential for Access LYNX costs to skyrocket (without other service, Access LYNX may be the only option for some riders dependent upon the bus thereby creating the cost to rise as the operating cost for the service is considerably more than for fixed-route).

### **Osceola County:**

- Osceola County is still looking for funds.
- An efficiency improvement would be needed to meet the funding gap  
Link 12 – would be replaced in part by re-routing Link 18 that serves the area currently to pick up the area around the Super WalMart  
Link 26 – the route would be stream-lined to provide more direct service between Osceola Square Mall and Poincianna, terminate the service at the Dover Palm Shopping Center (WalMart and Winn-Dixie are located), shift the existing pick-up line service North to cover the figure 8 loop the route currently followed by Link 26. Service would still be available but would require a transfer.

The improvements would save approximately \$700,000 and affect up to 90,000 passengers.

### **Orange County:**

- Implemented first phase of the \$2,500,000 of efficiencies on August 17<sup>th</sup>.
- Now there is a need for \$8,300,000 more, so the efficiencies become full eliminations.
- Service reductions required total \$10,000,000 in addition to the efficiencies implemented on August 17<sup>th</sup>.
- The reduction of \$10,000,000 is approximately:
  - A 30% reduction in fixed-route service;
  - Represents a cut of 42 peak hour buses;

- Represents a loss of over 100 full-time bus operator equivalents.
- Service reductions include:
  - Discontinue low-ridership Links;
  - Discontinue service after 7:00 PM on selected Links;
  - Reduce frequency on selected Links;
  - Discontinue Sunday service on selected Links.

#### **Discontinue Low-Ridership Links:**

<u>Link 5:</u>	Serves Social Security Administration, Primrose School
<u>Link 6:</u>	Serves Beta Center
<u>Link 24:</u>	Serves Mall at Millenia
<u>Link 27:</u>	Serves Ocoee
<u>Link 32:</u>	Serves Bithlo
<u>Link 43:</u>	Serves Dr. Phillips Hospital, Universal Employment Center
<u>Link 52:</u>	Serves Immigration and Customs Enforcement
<u>Link 53:</u>	Serves Health Central
<u>Link 54:</u>	Serves Health Central
<u>Link 57:</u>	Serves Hunters Creek, Mid-Florida Tech
<u>Link 414:</u>	Serves Waterford Lakes, UCF

#### **Discontinue Service After 7:00 PM on Links:**

<u>Link 9:</u>	Serves Eatonville, Pine Hills, North Lane
<u>Link 13:</u>	Serves VA Clinic, Winter Park Memorial Hospital, UCF
<u>Link 15:</u>	Serves Florida Hospital East, Valencia Community College East
<u>Link 20:</u>	Serves Ivey Lane, Citrus Bowl
<u>Link 21:</u>	Serves Universal Studios, Valencia Community College West
<u>Link 36:</u>	Serves Orange County Correctional Facility, Governor's Manor
<u>Link 40:</u>	Serves Orlando Regional Medical Center, Arnold Palmer Hospital, Amtrak
<u>Link 42:</u>	Serves Orlando International Airport, Florida Mall, I-Drive
<u>Link 51:</u>	Serves Orlando International Airport

#### **Reduce Frequency to 60 Minutes from 30 Minutes on Links:**

<u>Link 11:</u>	Serves Orange Avenue, Orlando Regional Medical Center, Orlando International Airport
<u>Link 13:</u>	Serves VA Clinic, Winter Park Memorial Hospital, UCF
<u>Link 15:</u>	Serves Florida Hospital East, Valencia Community College East
<u>Link 19:</u>	Serves LC Allen Senior Center, ELC, Arena
<u>Link 20:</u>	Serves Ivey Lane, Citrus Bowl
<u>Link 21:</u>	Serves Universal Studios, Valencia Community College West
<u>Link 22:</u>	Serves Ivey Lane, CR Neighborhood Smith Center
<u>Link 36:</u>	Serves Orange County Correctional Facility, Governor's Manor

Link 42: Serves Orlando International Airport, Florida Mall, I-Drive  
Link 51: Serves Orlando International Airport

**Discontinue Sunday Service on Links:**

Link 9: Serves Eatonville, Pine Hills, North Lane  
Link 11: Serves Orange Avenue, Orlando Regional Medical Center,  
Orlando International Airport  
Link 13: Serves VA Clinic, Winter Park Memorial Hospital, UCF  
Link 15: Serves Florida Hospital East, Valencia Community College  
East  
Link 20: Serves Ivey Lane, Citrus Bowl  
Link 36: Serves Orange County Correctional Facility, Governor's  
Manor  
Link 42: Serves Orlando International Airport, Florida Mall, I-Drive  
Link 51: Serves Orlando International Airport  
Link 19/22: Serves ELC, Arena, Ivey Lane, CR Smith Neighborhood  
Center

Note: With this change, Orlando International Airport would be served only by Link 41 on S.R. 436 (Semoran) and there would be no service linking the Airport to Downtown on Sunday.

**Initial Public Response:**

- LYNX held two public workshops; one on July 15, and one on July 29, 2008
- 512 people attended the workshops representing the best attendance at a LYNX public meeting
- 994 comment cards received. Participants were asked to rank possible changes from 1 to 5 with 5 being the most acceptable – 1 being the least acceptable

**Public Rating of Acceptability of Proposed Changes:**

Rank #5: Fare Increase  
Rank #4: Reduce Frequency  
Rank #3: Discontinue Low-Ridership Links  
Rank #2: Discontinue Sunday Service  
Rank #1: Discontinue after 7:00 PM

**Conclusion:**

- Assumes Seminole County is able to meet LYNX funding request.
- Osceola County funding gap represents an opportunity for service efficiency if funding is not available.
- Orange County funding gap results in reductions that are 3 to 4 times the amount that can be obtained through efficiencies  
(\$10,000,000 = 35,000,000 passengers)
- Reductions would have to become effective December 7, 2008 based on funding shortfall for FY2009

**Next Steps:**

- August 21, 2008                      Board asked to finalize FY2009 Budget
- Public Hearings for December Proposed Service Changes
  - September 16, 2008    Orange County
  - September 17, 2008    Seminole County
  - September 23, 2008    Osceola County
- September 25, 2008                Board will receive update
- October 23, 2008                    Board will receive proposed final service reductions
- December 7, 2008                  Service reductions become effective

The Chairman recognized Commissioner Bill Lane for a comment. Commissioner Lane noted the presentation sounded as though the whole system was being gutted and it wasn't going to work. Since LYNX is a regional transportation authority, all partners are to pay according to the Regional Model. The rates have been raised and services lowered. He noted the means are going to have to be found by each partner and each partner to be responsible for their contribution. Inasmuch as Osceola County has a \$700,000 shortfall, they are looking for ways to remedy it. Commissioner Lane was looking to the fellow Board members for suggestions so as to save the services.

The Chairman asked Darrell Smith, whether the presentation was made to all of the funding partner Boards prior to the funding decision. Mr. Smith responded that all of the partners' Boards were presented with the information regarding the reductions and/or eliminations.

On behalf of Seminole County, Chairman Henley noted that Seminole County will meet its funding obligation. After LYNX' presentation, the Board determined to wait for the results of LYNX' Board actions on its budget. The Chairman noted Seminole County will not be impacted as much as Orange County where the bulk of the changes will be made which was why he questioned if their Board was made aware of the consequences. After serving on the LYNX Board for a number of years, he emphasized that annual budget shortfalls have been a consistent problem. At his request, staff provided historical information of each partner's regional model commitment versus actual funding and how LYNX funded the budget deficits. Seminole and Osceola Counties have been funding based on the adopted formula, while it appears Orange County has funded an amount less than required. To deal with the deficit, each year staff and services have been reduced, reserves have been utilized, and Federal Preventative Maintenance funds have been used to balance the budget. By continuing to use the Federal capital funds in this manner instead of the intended use for bus replacement and maintenance, we are digging a deeper hole, he explained. The numbers indicate that there are many buses with mileage over the recommended service level.

Chairman Henley recognized that the current situation was not created by Orange County Mayor Crotty but a condition that had been building over time. In fact, Mayor Crotty asked for a study to be conducted on the funding formula. The results showed it was a problem for Orange County to deal with and was not one for Seminole or Osceola Counties to solve. While this Board will hear options that may help to resolve some of the budget shortfall, the Chairman expressed concern as to whether the Orange County Board was aware of the draconian cuts that would occur in their County if the LYNX budget was not balanced and surprised that the County Board has not chosen to provide the funding to prevent them.

The Chairman reminded the Board that at its last meeting, the citizens and the business community spoke to the need for mass transit. In fact, they spoke against service cuts and the need for increased frequency. And, at the end of the day, the cuts were made in spite of the pleas. He questioned how deep the cuts can go and yet be able to stay in business.

The Chairman recognized Commissioner Lane for additional comments. Commissioner Lane suggested the only way to maintain the desired services is for the regional partners to provide the funding that will balance the budget.

The Chairman recognized Secretary Downs. Secretary Downs asked Mr. Smith if there were any other options or suggestions. Mr. Smith noted that Mr. Francis may be presenting additional options.

Chairman Henley asked Mr. Smith if all the funding partners were made fully aware of what Mr. Smith had shown in his presentation today; otherwise, they would not have all the information they would need to make a decision. Mr. Smith assured the Chairman the funding partners were given the information.

## **8. Public Comments**

The Chairman recognized those speakers who requested to speak on budgets and/or service cuts.

Sherry Brun, Orlando, Florida addressed the Board. Ms. Brun thanked the Board on behalf of the National Federation of the Blind, Greater Orlando Chapter, as well as the disabled community for not considering the implementation of the curb-to-curb as well as the ¾ mile limit options for Access LYNX. She noted that she moved to Orlando in March 1977, and currently resides in East Orlando. Links 15 and 51 are the routes she predominately uses today. When arriving in 1977, she recalled service was not available after 7:00 PM and there was one scheduled route on Sunday. Ms. Brun described her amazement in the decisions being made today potentially taking transit back 30 years and that over those years more should have been accomplished to deal with funding. Understanding that all parties are suffering through economic times, she suggested the answer lies in setting priorities and allocating funds. For those dependent on mass transit, the counties, particularly Orange County, has not made transit a priority for the residents. Ms. Brun suggested dedicated funding as a solution as well as partnerships with the business community.

Meredith Csobadi, Orlando, Florida addressed the Board. Ms. Csobadi introduced herself as a representative of HMS Host, the largest concessionaire at the Orlando International Airport, with 21 restaurants, 800 employees; about one-half of the employees utilize LYNX for transportation to and from work. She specifically noted Links 41, 42, 13 and 51. Based on the current service schedules, employees who utilize LYNX can only work from 6:00 a.m. until 10:00 p.m. and on Sunday, they must leave by 7:00 p.m. The hours of our business operation are 3:30 a.m. until 11:00 p.m. Thus, the employees are limited by LYNX service as to the number of hours they can work; however, with the proposed service changes, employees would have to leave by 6:00 p.m. The change will drastically impact the number of hours employees can work and potentially increase unemployment. HMS Host advocates for an increase in bus schedules.

Todd Smith, Orlando, Florida addressed the Board. Mr. Smith introduced himself as the General Manager, American Airlines, located at Orlando International Airport, and Chairman, Management Council, the Board representing all airlines. He expressed the airlines' concern for the proposed service reductions and specifically Links 42 and 51. Mr. Smith noted that if the proposal was implemented, it would gravely affect employees, customers, concessionaires, vendors, and contractors.

Mark Fisher, Orlando, Florida, addressed the Board. As a LYNX passenger, Mr. Smith noted the difficulty utilizing the current service to and from Orlando International Airport as travel times are inadequate, pick up locations are moved, and signage is poor. At LYNX' recent public workshop, Mr. Smith presented this concern. He proposed for LYNX to provide on-site service at OIA as a means of generating revenue for LYNX, a means for OIA to reduce expansion costs, and provide OIA customers an alternative to increased parking charges. Additionally, Mr. Smith pointed out that LYNX had not surveyed or utilized the knowledge of front-line employees regarding routes, destinations, or customers and noted this was a valuable resource.

John Redugia, Sanford, Florida addressed the Board. Mr. Redugia introduced himself as the Site Manager, Florida Cleaning. As a contractor at Orlando International Airport, his company is open 24 hours per day/7 days per week with 79 employees. Of the company's 79 employees, approximately 59 rely on LYNX and 30 staffing the 10:00 pm to 6:00 am shift. He noted the proposed service changes will drastically impact the company's daily operations.

Sherry Gibson-Taylor, Orlando, Florida addressed the Board. Ms. Gibson-Taylor stated she has been a rider of LYNX for 18 years and the route changes that were effective August 17<sup>th</sup>, are frustrating. She noted LYNX reported 26,078,255 riders for the fiscal year with an increase of 6%, an agreement with Universal Studios wherein LYNX received \$50,000, commuter van pool miles were up, and locations for purchasing bus passes went from 33 to 110. She also expressed that average riders are asking "Where is the money going?" and "Why are services being cut?" based on LYNX report. Ms. Gibson-Taylor reported she recently rode Link 9 for 1 ½ hours from Rosemont to LYNX terminal. With the implementation of Link 102, the shuttle is not arriving on time, transfers expire, and passengers must then pay another fare. Additionally, Ms. Gibson-Taylor expressed a concern for the proposed discontinuation of service after 7:00 p.m. for high school and

middle school students with after school activities, jobs, and evening classes at Community College. She encouraged LYNX to form a planning committee to meet with riders while they are traveling during peak times to hear of their concerns as many cannot attend the public workshops and hearings.

The Chairman asked LYNX CEO if the Orange County Public Schools had communicated with LYNX prior to changing the schools start times as to the impact of the change. Ms. Watson indicated there had been no discussions.

Johnny Rivers, Orlando, Florida addressed the Board. Mr. Rivers introduced himself as a concessionaire at Orlando International Airport with 85 employees. Approximately 65% of the employees utilize LYNX. With the proposed service changes, he expressed concern that many of his employees working hard for their families will lose their jobs. Inasmuch as Mr. Rivers' company has looked at ways to assist the employees to get to and from work; however, with the company's work schedule, they have not been able to devise a plan. Mr. Rivers asked the Board to consider not implementing the changes to the OIA route and helping the employees keep their jobs.

Joanne Cornelis, Lake Mary, Florida addressed the Board. Ms. Cornelis noted that Link 103 is too short and that she would like to see it become as long as Link 102. She introduced a petition signed by LYNX riders requesting 24 hour service including weekends and holidays. Ms. Cornelis also requested consideration for not implementing changes to Link 45.

The Chairman encouraged the public to also take their concerns before the Boards of the funding partners. He explained that LYNX is a contracting agency which provides a service. The place to start each year is before the Boards of the County Commissions. Inasmuch as each funding partner is represented on the LYNX Board, its Board neither created nor can it solve the concerns that were addressed.

## **9. Action Agenda Items**

### **A. Approval of Various Options to Balance FY2009 Operating Budget**

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

After presenting the FY 2009 Preliminary Budget to LYNX' funding partners, Orange, Osceola and Seminole Counties, the budgetary shortfall (after lease revenues) of \$9,173,138 remains to be addressed.

Potential funding options discussed earlier on the Agenda to balance the FY2009 Operating Budget are:

- **Option 1: Reduce Paratransit Service from "Door-to-Door" to "Curb-to-Curb"**  
The funding partners were not supportive of this option; therefore, it is not recommended for consideration.
- **Options 2: Comply with the ADA ¾ Mile Limit.**

The funding partners were not supportive of this option; therefore, it is not recommended for consideration.

- **Option 3: Fuel Savings**

Locking in future fuel purchases with a contract commitment for 42,000 gallons or utilize OPIS pricing in order to generate a savings of approximately \$1,000,000.

- **Option 4: Fare Increase**

An additional fare increase to be implemented in January 2009. An increase of \$.25 per single ticket ride and changes in the level of discount offered for passes has the potential for \$1,000,000 in additional customer fares. Orange County proposed a match of \$1,000,000 if the fare increase option is approved thereby generating an additional \$2,000,000 of potential revenue.

- **Option 5: Public/Private Partnership**

Orange County proposed a match up to an additional \$1,000,000 in funding if LYNX raised up to \$1,000,000 from public/private contributions thereby generating an additional \$2,000,000 of potential revenue.

- **Option 6: Utilization of Additional Preventative Maintenance**

Potential to convert an additional \$2,000,000 of Federal formula funding to generate revenue.

- **Option 7: Utilization of Reserves**

In FY2008, \$2,564,383 from reserves was utilized. The current operating reserves represent approximately 10% of the budget if capital is included. Inasmuch as this is not a long term option, utilization of reserves could generate \$500,000 - \$1,000,000 potential revenue.

- **Option 8: Service Reductions**

Service reductions or some combination of the Options is the only thing that can make up the shortfall. The proposed reductions may generate up to \$9,000,000 in cost savings; however, Federal Capital Funding will be reduced because service levels and ridership are used for calculating federal formula funding.

Staff is requesting the Board approve any combination of the Options outlined in order to provide guidance for finalizing a balanced budget for FY2009.

The Chairman asked the Board for questions. Hearing none, the Chairman stated the Board would vote on each option presented. The Chairman stated the options being considered to the balance the budget is a means of bailing out Orange County as that is where the revenue shortfall was created. Additionally, he noted, that a decision needs to be reached as to whether the funding partners were going to commit to funding LYNX fully. He noted the options presented are only stop-gap, one time measures dealing with the shortfall for FY2009 which, unless full funding is addressed, the LYNX Board will be facing another shortfall the following year.

The Chairman asked for a Motion as to Option 1, Reduce Paratransit Service from “Door-to-Door” to “Curb-to-Curb”. Hearing none, Option 1 failed.

The Chairman asked for a Motion as to Option 2, Comply with the ADA ¾ Mile Limit. Hearing none, Option 2 failed.



The Chairman asked for a Motion as to Option 3, Fuel Savings. Motion was made and seconded authorizing staff to lock in future fuel purchases with a contract commitment for 42,000 gallons or utilize OPIS pricing. The motion passed unanimously.

The Chairman asked for a Motion as to Option 4, Fare Increase. Motion was made and seconded. Discussion ensued as to the amount of the fare increase. CEO, Linda Watson, explained staff is recommending a base fare increase of \$.25; however, a fare study would be required for the bus pass programs. Motion and second was clarified to authorize a base fare increase of \$.25 and for staff to conduct a fare study. The motion passed with four in favor and Chairman Carlton Henley in opposition.

The Chairman asked for a Motion as to Option 5, Public/Private Partnership.

The Board asked for an opportunity to address questions to staff. Discussion ensued as to whether staff had made efforts to secure private contributions. Staff described that some private businesses that might be interested in such a partnership have interest in service to their businesses and employees without provision for general population service. Additionally, staff explained that since the concept of public/private partnership match of up to \$1,000,000 was introduced in the budget workshop by the Orange County Board of Commissioners, it has been a challenge to pursue. Inasmuch as the concept may have merit, it is difficult to budget an unknown dollar amount. Also, based on the time that is required to realign and restructure service, notice and conduct public hearings, report and obtain Board approval, and provide advance notification to the riders, service reductions could not be implemented timely enough to overcome any budget deficit.

Motion was made and seconded for staff to pursue raising private contributions to be matched by Orange County of up to \$1,000,000 without a budget provision. Under discussion, the Board asked for clarification of Orange County's parameters in order to receive the proposed matching funds. The question was raised whether the intent was for raising new private contributions or would the private funds currently in place such as Disney, LYMMO, and Sembler Corporation qualify as raised private contributions in order to receive Orange County's match.

A substitute Motion was made for staff to budget \$1,000,000 of private/public partnership revenue and ask Orange County to remove the constraints on the private contributions. However, it was noted that a Motion by the LYNX Board to request the Orange County Board of County Commissioners to change their vote on the proposal would not be appropriate. The Motion was withdrawn for lack of a second.

The Chairman ended the discussion and called for a vote on the Motion for staff to pursue raising private contributions to be matched by Orange County of up to \$1,000,000 without a budget provision. The motion passed with four in favor and Commissioner Bill Lane in opposition.

The Chairman asked for a Motion as to Option 6, Utilization of Additional Preventative Maintenance. Hearing none, Option 6 failed.

The Chairman asked for a Motion as to Option 7, Utilization of Reserves. Hearing none, Option 7 failed.

The Chairman asked staff, based on the actions of the Board as to Options 1-7, what the resulting budget shortfall would be. Staff reported the shortfall would be \$6,200,000. Staff further explained the service reductions that had been presented were based on a budget shortfall of \$9,000,000 and that changes in line with the \$6,200,000 shortfall would need to be made to the service reduction proposal, present them together with the fare increase in the first public workshop on September 16<sup>th</sup>, and report back to the Board at its next meeting September 25<sup>th</sup> for the service reductions to be effective December 7<sup>th</sup>.

By consent of the Board, the Chairman asked staff to prepare a letter from LYNX Board of Directors to the Orange County Board of County Commissioners asking that they review the budgetary needs in order to avoid the proposed service reductions.

The Board suggested staff survey bus operators and staff for ideas of changes that in their opinion would be effective and efficient. Staff noted that in lieu of surveys, LYNX has standing committees which includes bus operators and staff that meet regularly providing the input that was suggested.

#### **B. Ratification of the Authorization for a Proposed Fare Increase**

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

Based on its earlier vote to authorize a base fare increase of \$.25 and for staff to conduct a fare study, the Board ratified the Chairman's authorization to include the proposed fare increase in the public participation process.

The Chairman asked the record to reflect that Commissioner Bill Lane left the meeting to attend a prior engagement. A quorum was retained.

#### **C. Authorization to Retain Asset Account or the Deferred Compensation Stable Value Funds with Nationwide**

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

Staff is requesting the Board of Directors' authorization for the LYNX Deferred Compensation Plan Trustees to retain the group annuity contract for the Stable Value Fund for the participants currently invested with Nationwide on an ongoing basis. Additionally, the Trustees of the LYNX Deferred Compensation Plan will provide the LYNX Board of Directors with an updated status of market conditions in six months to determine if the assets can be transferred to The Hartford at such time.

**Motion** was made and seconded authorizing the LYNX Deferred Compensation Plan Trustees to retain the group annuity contract for the Stable Value Fund for the participants currently invested with Nationwide on an ongoing basis. The motion passed with four in favor and no opposition.

The Chairman asked the record to reflect that Mayor Richard Crotty left the meeting. A quorum was retained.

**D. Authorization to Execute a Contract with the Florida Department of Transportation (FDOT) for the Road Ranger Assistance Program**

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

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to execute a ten month contract with the Florida Department of Transportation (FDOT) to continue the Road Ranger Assistance Program effective September 1, 2008. The cost is not to exceed \$717,209 for the remaining ten months. Additionally, LYNX is willing to pursue advertising opportunities this one time only to fund the service at a higher level with the Board's approval. Without additional funding, the service will be cut approximately 50% by September 13, 2008.

**Motion** was made and seconded authorizing the execution of a ten month contract with the Florida Department of Transportation (FDOT) to continue the Road Ranger Assistance Program effective September 1, 2008 and to pursue advertising opportunities this one time to fund the service. The motion passed with three in favor and no opposition.

**E. Ratification of the U.S. Department of Interior and U.S. Geological Survey Assistance Award**

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

Staff is requesting the Board of Directors' ratification of the US. Department of Interior and U.S. Geological Survey Assistance Award in the amount of \$26,270. This award is a partnership with Orange, Osceola, Seminole and Volusia Counties for in-kind services to create and maintain standardized attribute fields for classification and other characteristics for structure data at the local parcel level.

**Motion** was made and seconded to ratify the US. Department of Interior and U.S. Geological Survey Assistance Award in the amount of \$26,270. The motion passed with three in favor and no opposition.

**10. Information Items**

Information Items are for review purposes only. No action is required.

**11. Other Business**

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

**12. Monthly Reports**

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

**13. Executive Session**

The Chairman announced the Executive Session was canceled.

**Meeting adjourned at 3:49 p.m.**

## Consent Agenda Item #5.A. i

**To:** LYNX Board of Directors

**From:** Lisa Darnall  
CHIEF OPERATING OFFICER  
Rik Smith  
(Technical Contact)  
Rich Bannon  
(Technical Contact)  
Mark Forsyth  
(Technical Contact)

**Phone:** 407.841.2279 ext: 6036

**Item Name:** Release Requests for Proposal (RFP)  
Authorization to Release Request for Proposal (RFP) for General  
Consulting Services; Transportation and Financial Planning, Technical  
Studies, Urban Design and Implementing Geographic Information Systems

**Date:** 9/25/2008

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### **ACTION REQUESTED:**

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to issue a Request for Proposal (RFP) for General Consulting Services for Transportation Planning, Technical Studies, Urban Design and Implementing Geographic Information Systems covering a three-year period with two one-year options. The subject contracts are at annual "Not to Exceed" costs of \$200,000 per fiscal year, per each consulting firm, with a minimum number of three consulting firms as detailed in the RFP process.

### **BACKGROUND:**

LYNX is requesting a statement of qualifications and proposals from firms interested in and capable of providing general consultant services in the area of transportation planning, technical studies, financial budgeting and special analysis, urban design and implementing geographic information systems (GIS) on an "as needed basis" in an efficient and cost effective manner. The purpose of the professional consultants services is to continue providing the necessary expertise in a full array of transportation services to LYNX for the Central Florida region. The general consultant serves as an extension of LYNX staff through providing technical expertise, the development of short and long-range comprehensive transportation plans, GIS strategic planning, transit systems and operations planning, land use planning, transit cost estimating, public relations, marketing, public information, and project management.

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

- Transportation and Financial Planning – transit operations and maintenance planning, multimodal urban corridor transportation planning, fixed guideway transit system planning, environmental planning, short and long term transportation and strategic planning, public outreach, marketing, project management, financial management and traffic engineering.
- Technical Studies – data collection, travel demand forecasting, corridor designation studies, transit route studies, project development, environmental studies, traffic planning and data development studies, transportation financial and economic analysis, ridership forecasting and impact fees studies.
- Urban Design – short and long-term transportation plans, development of regional impact, land use, parking and design studies, traffic operations and design, downtown circulation studies and landscape architecture.
- Implementing Geographic Information Systems – GIS services, on-site and GIS strategic planning analysis, data collection and design, eminent domain, preliminary and final roadway design, data inventory, and GIS support.

## **RFP PROCESS**

In accordance with the Consultants Competitive Negotiation Act (CCNA), Florida Statutes, Title 19, chapter 287, Section 287.055, LYNX will competitively select three (3) consultant teams for general planning services. This is the minimum number as required by the statute.

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

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

Step three is optional and will consist of Oral Evaluations by the SEC if the Committee requires clarification on any of the proposals.

Proposals will then be put into rank order based upon the scoring from the SEC and contracts will be issued to the 3 teams with the highest ranking.

## **DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:**

## LYNX Board Agenda

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

### **FISCAL IMPACT:**

Funding for the \$200,000 per each contract area for a total of \$600,000 per year has been appropriated for FY 08/09 through capital, operating and federal funds.

## Consent Agenda Item #5.A. ii

**To:** LYNX Board of Directors

**From:** Edward Johnson  
CHIEF OF STAFF  
Debbie Toler  
(Technical Contact)

**Phone:** 407.841.2279 ext: 6058

**Item Name:** Release Requests for Proposal (RFP)  
Authorization to Release Request for Proposal (RFP)  
for Temporary Staffing Services

**Date:** 9/25/2008

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### **ACTION REQUESTED:**

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to issue a Request for Proposal (RFP) for Temporary Staffing Services. The contract term will be for an initial three year period with two one-year options.

### **BACKGROUND:**

LYNX utilizes between five to ten temporary employees per year primarily in the areas of administration, clerical, human resources, accounting and finance. Temporary employees also assist with the annual physical inventory count of fixed assets conducted in the fourth quarter of each year. Utilizing temporary employees affords LYNX flexibility in managing the staffing levels within the organization. In today's uncertain economy, companies face challenges of recruiting highly skilled people for hard-to-fill positions. LYNX is no exception. By using temporary employees, key tasks can still be completed with little or no interruption of day-to-day business while LYNX looks for the right talent to fill open positions.

### **FISCAL IMPACT:**

It is anticipated that the estimated cost of this procurement will be \$85,000 annually and has been budgeted accordingly. Due to the estimated aggregate cost for the use of temporary employees, this is the first time that LYNX has gone through the RFP process for temporary staffing services.

### **Consent Agenda Item #5.B. i**

**To: LYNX Board of Directors**

**From: Edward Johnson**  
CHIEF OF STAFF  
**Joyce Baldi**  
(Technical Contact)

**Phone: 407.841.2279 ext: 6058**

**Item Name: Award Contracts**  
**Authorization to Award a Contract to Solantic of Orlando, LLC for**  
**Providing Occupational Health Services**

**Date: 9/25/2008**

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#### **ACTION REQUESTED:**

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to award a contract for occupational health services to Solantic of Orlando, LLC. The term of the contract will be for three (3) years starting October 1, 2008, with two (2) one-year options for a total contract term of five (5) years.

#### **BACKGROUND:**

LYNX contracts professional services for random drug testing, post offer employment physicals, employee annual physicals, on the job occupational illnesses and injuries. The contract for these services enables LYNX to meet the mandated requirements of the drug and alcohol testing rules issued by the U.S. Department of Transportation as prescribed by the Omnibus Transportation Employees Testing Act of 1991, as amended. LYNX is currently under contract with Workers Occupational Resource Center, LLC now known as Solantic of Orlando, LLC through September 30, 2008.

At the April 24, 2008 LYNX Board of Directors' meeting, staff received authorization to release a Request for Proposal (RFP) for occupational health services, which was released June 19, 2008. Proposals were due to LYNX by 2:00 PM EST on Monday, July 21, 2008.

Two responses were received from the following:

- CorVel Corporation
- Solantic of Orlando, LLC



## LYNX Board Agenda

The Source Evaluation Committee (SEC) which consisted of five (5) LYNX staff, met on Monday, August 25, 2008 to evaluate the two responses. After the evaluation, the committee recommended the award be made to Solantic of Orlando, LLC.

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

- Propective Provider's Experience and Expertise (35)
- Work/Project Management Plan (30)
- Cost Proposal (20)
- Creative Approach (15)

The scoring of the proposals submitted is as follows based on a total possible score of 500:

<u>Vendor</u>	<u>Score</u>
Solantic of Orlando, LLC	414
CorVel Corporation	371

### **FISCAL IMPACT:**

It is anticipated this procurement will cost \$62,000 annually and has been budgeted accordingly.

## Consent Agenda Item #5.B. ii

**To:** LYNX Board of Directors

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

**Phone:** 407.841.2279 ext: 6036

**Item Name:** Award Contracts  
Ratification of the Chairman's Authorization to Enter into an Agreement  
with State Farm Mutual Automobile Insurance Company for Advertising  
Under the Road Rangers Program

**Date:** 9/25/2008

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### **ACTION REQUESTED:**

Staff is requesting ratification of the Chairman's authorization to enter into an agreement with State Farm Mutual Automobile Insurance Company ("State Farm") for advertising under the Road Ranger Program, having a term commencing on September 15, 2008 and ending on June 30, 2009.

In addition, Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to have the ability to extend the term of the agreement with State Farm up to two one-year option renewals so that the term will end June 30, 2011 if FDOT is successful in continuing to fund the program.

### **BACKGROUND:**

At the August 21, 2008 Board meeting, the Board of Directors authorized the execution of a ten-month contract with the Florida Department of Transportation (FDOT) to continue the Road Ranger Assistance Program, effective September 1, 2008 and ending June 30, 2009, in the amount of \$717,209, which under-funded the program by approximately 50%. Additionally, the Board authorized LYNX to seek funding opportunities through advertising in an effort to make up some of the funding shortfall for the program. With a 50% reduction, the service would change from a 24-hour, 7 day a week operation to a 5-day operation and the service would be

provided Monday through Friday between the hours of 6 a.m. and 10:30 p.m. covering three shifts and staffed with 9 Road Rangers and 1 Supervisor.

Since the August Board meeting, LYNX has entered into an advertising agreement with State Farm, pursuant to Administrative Rule 4.4.6, that provided enough funding to add additional trucks on the road during the new hours of 6 a.m. to 10:30 p.m., which increases the coverage on Interstate 4. Without this additional funding, LYNX would have only been able to have 4 trucks on the road during peak times and with this funding, LYNX can provide up to 7 trucks during certain times of the day with 4 additional Road Rangers. The term of this agreement is approximately nine months in order to coincide with the term of the FDOT agreement.

Staff desires to extend the term of the agreement with State Farm if the program continues to be funded by FDOT at the current level. The term of the extension would be two years with two one year options and LYNX would receive an additional \$307,600 each year that the agreement is in effect.

The Road Ranger program will operate Monday through Friday covering three shifts between the hours of 6:30 a.m. and 10:30 p.m. and utilize 13 Road Rangers.

### **FISCAL IMPACT:**

LYNX will receive \$272,700 up front from State Farm. Of this amount, \$230,700 will cover advertising and commissions through June 30, 2009, which is the end of the contract period with FDOT, and \$42,000 will cover the cost of painting the vehicles, uniforms, and printed materials.

The cost to operate the Road Ranger program is anticipated to be totally funded by the funding received from FDOT and State Farm.

## Consent Agenda Item #5.C. i

**To:** LYNX Board of Directors

**From:** Bert Francis  
CHIEF FINANCIAL OFFICER  
Linda Connell  
(Technical Contact)

**Phone:** 407.841.2279 ext: 6047

**Item Name:** Extension of Contracts  
Authorization to Execute the One Year Renewal Option with Public Risk Insurance Agency for Renewal of Property, Liability, Excess Workers' Compensation and Allied Insurance for FY 2008/2009

**Date:** 9/25/2008

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### **ACTION REQUESTED:**

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to execute the final one-year renewal option with Public Risk Insurance Agency for the renewal of Contract #0413 for Property, Liability, Workers' Compensation and Allied Insurances for FY2008-2009 effective October 1, 2008.

### **BACKGROUND:**

LYNX is self-insured for property damage, bodily injury liability and vehicle collision damage resulting from operation of its fleet of revenue vehicles and support vehicles pursuant to Florida State Statute (F.S.S.) 627.733(3)(b) incorporating 768.28(15). Supplementing this retention of risk is coverage for damage to its vehicles under an auto physical damage policy. As a public entity, LYNX is not subject to the Financial Responsibility laws pursuant to Chapter 324 F.S.S., the Personal Injury Protection (PIP)/No-Fault Laws per Section 627.736 F.S.S., nor is LYNX required to provide medical payments or uninsured motorist coverage. LYNX' liability is limited by Section 768.28, F.S.S. to \$100,000 per person, \$200,000 per incident.

LYNX protects other areas of significant loss exposure through a commercial insurance program with the brokerage services of Public Risk Insurance Agency. The program is fully insured, with modest deductibles.

The lines of coverage addressed in this document were awarded through the competitive bid process in September 2004. The contract was awarded for one year with four option years.

The Public Risk Insurance Agency has provided estimated premiums for FY2008/2009 as indicated below. The following chart compares FY 2007/2008 premiums and the FY 2008/2009 **estimated** premiums:

	<b>FY 07-08 Premiums</b>	<b>FY 08-09 Estimated Premiums</b>	<b>Increase/ (Decrease)</b>	<b>Term Expiration</b>
<b>Property/Inland Marine</b>	\$ 511,000	\$ 353,492	\$ (157,508)	10-01-09
<b>General Liability</b>	\$ 24,000	\$ 24,782	\$ 782	10-01-09
<b>Excess Workers' Compensation Coverage</b>	\$ 125,000	\$ 0	\$ (125,000)	
<b>Crime/Employee Dishonesty</b>	\$ 1,300	\$ 1,165	\$ (135)	10-01-09
<b>Automobile Physical Damage Coverage &amp; Garage Keepers</b>	\$ 200,550	\$ 160,000	\$ (40,550)	10-01-09
<b>Automobile Liability Coverage (Road Rangers, Wages)</b>	\$ 30,507	\$ 28,710	\$ (1,797)	10-01-09
<b>Directors and Officers Employment Practices</b>	\$ 28,000	\$ 24,160	\$ (3,840)	10-01-09
<b>Auto Liability – 21 Leased Buses</b>	\$ 100,000	\$ 90,176	\$ (9,824)	08-02-09
<b>Fiduciary</b>	\$ 4,500	\$ 5,000	\$ 500	10-01-09
<b>Storage Tank Liability and Corrective Action</b>	\$ 7,500	\$ 8,250	\$ 750	10-01-09
<b>Total Premium Cost</b>	\$ 1,032,357	\$ 695,735	\$ (336,622)	

Note: LYNX Property/Inland Marine decreased due to the market and the removal of the Bennett location from the policy. The Excess Workers' Compensation coverage was removed from the policy as it was coverage LYNX did not use for the past 4 years and was an unnecessary expense. LYNX Road Rangers coverage was reduced due to the cut in employees, trucks and market. All other reductions/increases are due to the market.

The pricing from the underwriters is due within the next week, at which time LYNX staff will meet with the broker to evaluate all the information and schedule of values of all the properties in order to ensure we get the best price for the premiums. If there is an increase in the estimated premiums, LYNX staff will update the Board at the October Board meeting.

## **FISCAL IMPACT:**

The estimated premiums for FY 2008/2009 are \$695,735. We have included a 5% contingency of \$34,265 in the FY 2008/2009 operating budget for a total budgeted line item of \$730,000.

### **Consent Agenda Item #5.D. i**

**To: LYNX Board of Directors**

**From: Lisa Darnall**  
CHIEF OPERATING OFFICER  
**Belinda Balleras**  
(Technical Contact)  
**Rik Smith**  
(Technical Contact)

**Phone: 407.841.2279 ext: 6036**

**Item Name: Miscellaneous**  
**Authorization to Execute a Supplemental Joint Participation Agreement (JPA) with Florida Department of Transportation District V for the Clermont Express Service/Link 204**

**Date: 9/25/2008**

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#### **ACTION REQUESTED**

Staff is requesting authorization for the Chairman of the LYNX Board of Directors to execute Resolution #08-003 which authorizes the Chief Executive Officer (CEO) or designee to execute the Supplemental Joint Participation Agreement (JPA) #420523-1-84-01 with the Florida Department of Transportation (FDOT) for the third year of the “Clermont Express/Link 204” Service Development Grant.

#### **BACKGROUND**

METROPLAN ORLANDO facilitated bringing together LYNX and the Lake-Sumter MPO to discuss the transit possibilities for Lake County. In April 2005, the LYNX Board approved the submittal of a Service Development Grant application to the Florida Department of Transportation (FDOT), District V for the Clermont/Downtown Orlando Express Service. Service Development grant(s) cover 50% of the cost of operation with an optional third year supplemental funding. In September 2005, FDOT advised LYNX that the Service Development Grant had been approved. Service was implemented on December 11, 2006 from the FDOT Lake County Highway 27 Park & Ride lot to Downtown Orlando with peak hour trips at 5:30 a.m. and 4:00 p.m., Monday – Friday.

## LYNX Board Agenda

The Clermont Express/Link 204 ridership has continued to grow over the initial grant period. Currently, the July 2008, Ridership Report indicates an increase of 183.2% over 2007. This unprecedented demand for service has produced significant ridership increases since January 2008, so much that FDOT has started expansion of the Park & Ride Facility to accommodate the current parking overflow.

### **FISCAL IMPACT:**

The Clermont Express/Link 204 service is included in the LYNX operating budget for FY 08/09. The estimated third year FDOT supplemental funding in the amount of \$149,203 will be matched by Lake County, per the Interlocal Funding Agreement.

### **CFRTA RESOLUTION #08-003**

#### **A RESOLUTION OF THE CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY (d.b.a. LYNX); AUTHORIZATION FOR THE CHIEF EXECUTIVE OFFICER TO EXECUTE THE SUPPLEMENTAL JOINT PARTICIPATION AGREEMENT #420523-1-84-01 WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE CLERMONT EXPRESS/LINK 204 SERVICE**

**WHEREAS**, THERE IS A Public Transit Service Development Grant 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; and

**WHEREAS**, LYNX has satisfied the requirement to complete a Transit Development Plan (TDP) for FY 2009-2018 which has been submitted to FDOT in June 2008 and the TDP is consistent with the five-year Transportation Improvement Program (TIP) and FDOT's State Work Program; and

**WHEREAS**, this is a Resolution of the GOVERNING BOARD of the Central Florida Regional Transportation Authority (hereinafter BOARD), which hereby authorizes the execution of the Supplemental Joint Participation Agreement #420523-1-84-01 with the Florida Department of Transportation for the "Clermont Express/Link 204 Service"; and

**WHEREAS**, this BOARD has the authority to execution of the Supplemental Joint Participation Agreement #420523-1-84-01.

#### **NOW THEREFORE, BE IT RESOLVED THAT:**

1. The BOARD has the authority to authorize the execution of the Supplemental Joint Participation Agreement #420523-1-84-01.
2. The BOARD authorizes the Chief Executive Officer to execute the Supplemental Joint Participation Agreement #420523-1-84-01 with the Florida Department of Transportation for the "Clermont Express/Link 204 Service" in the amount of \$149,203 for 50% of one (1) year of service.
3. That the above authorization shall be continuing in nature until revoked by the Chairman of the Governing Board.



**APPROVED AND ADOPTED** this \_\_\_\_ day of \_\_\_\_\_ 2008, by the  
Governing Board of the Central Florida Regional Transportation Authority.

CENTRAL FLORIDA REGIONAL  
TRANSPORTATION AUTHORITY

By: \_\_\_\_\_  
Chairman

Attest:

\_\_\_\_\_  
Assistant Secretary

*z/09/08*

### Work Session Item #6.A

**To:** LYNX Board of Directors

**From:** Lisa Darnall  
CHIEF OPERATING OFFICER  
Rik Smith  
(Technical Contact)  
Darrell Smith  
(Technical Contact)

**Phone:** 407.841.2279 ext: 6036

**Item Name:** Update on the Public Hearings for the Proposed December 7, 2008 Service Changes and Fare Increase

**Date:** 9/25/2008

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Staff will update the Board of Directors on the public hearings for the proposed December 7, 2008 service changes and proposed fare increase for January 2009.

The public hearings for the proposed December 7, 2008, service changes and proposed January 2009 fare increase were held on September 16, 2008, in Orange County, September 17, 2008, in Seminole County and on September 23, 2008, in Osceola County. Due to the public comment timeline, staff will provide a preliminary summary from the public hearings. The final information from the public involvement efforts will be presented to the Board of Directors at the October 23, 2008 Board meeting. All service changes proposed through this process will be considered for implementation effective December 7, 2008 and the proposed fare increase will be considered for implementation in January 2009.

The attached information on proposed service eliminations, reductions and fare increase was presented at the public hearings.

## Proposed Service Reductions

Link	Projected Ridership Loss (Annual)	Discontinue ALL Service	Reduce Service to 60 minutes from 30 minutes, Mon. - Sat.	Discontinue Service After 7 PM Weekdays	Discontinue Sunday Service	Notes
1						No major changes proposed
2						No major changes proposed
3						No major changes proposed
4						No major changes proposed
5	67,988	X				Discontinue
6	200,515	X				Discontinue
7						No major changes proposed
8						No major changes proposed
9				X	X	Discontinue weekday after 7 PM; Discontinue Sunday Service
10						No major changes proposed
11	167,784		X		X	Reduce 30 min to 60, M-Sa; Discontinue Sunday Service
12		* Possible Discontinuation - availability of funding not yet determined				
13	159,392		X	X	X	Reduce 30 min to 60, M-Sa; Discontinue Sunday Service
14						No major changes proposed
15	200,881		X		X	Reduce 30 min to 60, M-Sa; Discontinue Sunday Service
16						No major changes proposed
17						No major changes proposed
18		* Possible Realignment - availability of funding not yet determined				
19	116,220		X			Reduce 30 min to 60, M-Sa
20	276,005		X	X	X	Reduce 30 min to 60, M-Sa, reduced by 50% due to Phase 1 change; Discontinue weekdays after 7 PM; Discontinue Sunday Service
21						No major changes proposed
22	99,186		X			Reduce 30 min to 60, M-Sa
23						No major changes proposed
24	155,437	X				Discontinue
25						No major changes proposed
26		* Possible Realignment - availability of funding not yet determined				
27	88,180	X				Discontinue
28						No major changes proposed
29						No major changes proposed
30						No major changes proposed
31						No major changes proposed
32	53,222	X				Discontinue
33						No major changes proposed
34						No major changes proposed
36	105,729		X	X	X	Reduce 30 min to 60, M-Sa; Discontinue weekday after 7 PM; Discontinue Sunday Service
37						No major changes proposed
38	202,515	X				Discontinue
39						No major changes proposed
40						No major changes proposed
41						No major changes proposed

Link	Projected Ridership Loss (Annual)	Discontinue ALL Service	Reduce Service to 60 minutes from 30 minutes, Mon. - Sat.	Discontinue Service After 7 PM Weekdays	Discontinue Sunday Service	Notes
42						No major changes proposed
43	199,976	X				Discontinue
44						No major changes proposed
45						No major changes proposed
46						No major changes proposed
47						No major changes proposed
48						No major changes proposed
49						No major changes proposed
50						No major changes proposed
51	153,792		X	X	X	Reduce 30 min to 60, M-Sa; Discontinue weekday after 7 PM; Discontinue Sunday Service
52	68,072	X				Discontinue
53	83,521	X				Discontinue
54						No major changes proposed
55						No major changes proposed
56						No major changes proposed
57	268,719	X				Discontinue
58						No major changes proposed
200						No major changes proposed
204						No major changes proposed
209						No major changes proposed
300						No major changes proposed
301						No major changes proposed
302						No major changes proposed
303						No major changes proposed
304						No major changes proposed
305						No major changes proposed
14/16						No major changes proposed
19/22					X	Discontinue Sunday Service
405						No major changes proposed
414	79,365	X				Discontinue
442						Increment only - new service, Winter Garden Village - Westside Tech
	2,746,498					

\* Changes to Links 12, 18 and 26 are being discussed pending availability of funding in Osceola County

Fare Type	Existing Cash Fares	Proposed Cash Fare @ \$2.00	
		Free Transfers	
Full Fare	\$1.75	\$2.00	
Youth Fare	\$0.85	\$1.00	
Senior Fare	\$0.85	\$1.00	
Income Qualified (IQ) Fare	\$0.85	\$1.00	
Transfers	Free	Free	
Express	\$3.00	\$3.50	
Express Discount Fare	\$1.50	\$1.75	
PickUpLine	\$2.50	\$3.00	
PUL Discount Fare	\$1.00	\$1.50	
Shuttle	Determined Per Event	Determined Per Event	
Limited	\$2.50	\$3.00	
Limited Discount	\$1.25	\$1.50	
Direct	\$4.00	\$4.00	
Direct Discount	\$2.00	\$2.00	
TD Fare 0 - 4.99 miles	\$2.50	\$3.50	
TD Fare 5 - 9.99 miles	\$3.50	\$5.50	
TD Fare 10 + miles	\$4.50	\$7.50	
ADA Fare Inside 3/4 Mile	\$3.50	\$4.00	
ADA Fare Outside 3/4 Mile	\$6.00	\$8.00	
Pass Type	Existing Pass Fare	Proposed Fare	
Daily	\$4.00	\$4.50	
Discount Daily	\$2.00	\$2.25	
7-Day	\$14.00	\$16.00	
Discount 7-Day	\$7.00	\$8.00	
30-Day	\$44.00	\$50.00	
Discount 30-Day	\$22.00	\$25.00	
*PUL Daily	\$5.00	\$5.50	
*PUL Daily Discount	\$2.50	\$2.75	
*PUL 7-Day	\$18.00	\$22.00	
*PUL 7-Day Discount	\$9.00	\$11.00	
*PUL 30-Day	\$54.00	\$65.00	
*PUL 30-Day Discount	\$27.00	\$32.50	
*Limited Daily	\$4.50	\$5.50	
*Limited Daily Discount	\$2.25	\$2.75	
*Limited 7-Day	\$16.00	\$19.00	
*Limited 7-Day Discount	\$8.00	\$9.50	
*Limited 30-Day	\$48.00	\$58.00	
*Limited 30-Day Discount	\$24.00	\$29.00	
*Express Daily	\$5.50	\$6.50	
*Express Daily Discount	\$2.75	\$3.25	
*Express 7-Day	\$20.00	\$23.00	
*Express 7-Day Discount	\$10.00	\$11.50	
*Express 30-Day	\$60.00	\$70.00	
*Express 30-Day Discount	\$30.00	\$35.00	
Direct Round Trip	\$7.00	\$7.50	
Direct Round Trip Discount	\$3.50	\$3.75	
**LYNX Unlimited Daily	\$7.00	\$7.50	
**LYNX Unlimited Daily Discount	\$3.50	\$3.75	
**LYNX Unlimited 7-Day	\$25.00	\$27.00	
**LYNX Unlimited 7-Day Discount	\$12.50	\$13.50	
**LYNX Unlimited 30-Day	\$75.00	\$80.00	
**LYNX Unlimited 30-Day Discount	\$37.50	\$40.00	

### **Action Agenda Item #7.A**

**To: LYNX Board of Directors**

**From: Lisa Darnall**  
CHIEF OPERATING OFFICER  
**William Hearndon**  
(Technical Contact)  
**Rich Bannon**  
(Technical Contact)  
**Blanche Sherman**  
(Technical Contact)

**Phone: 407.841.2279 ext: 6036**

**Item Name: Miscellaneous**  
**Authorization to Amend Contract #06-034 with MV Transportation, Inc. to Increase the Contract “Not to Exceed” Dollar Amount**

**Date: 9/25/2008**

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#### **ACTION REQUESTED:**

Staff is requesting the Board of Directors’ authorization for the Chief Executive Officer (CEO) or designee to amend Contract #06-034 with MV Transportation, Inc., by increasing the contract “Not to Exceed” dollar amount in the amount of \$600,000 in FY08 and \$1,500,000 in FY09, which provided a total contract amount of \$15,383,616 and \$16,008,935 respectively.

#### **BACKGROUND:**

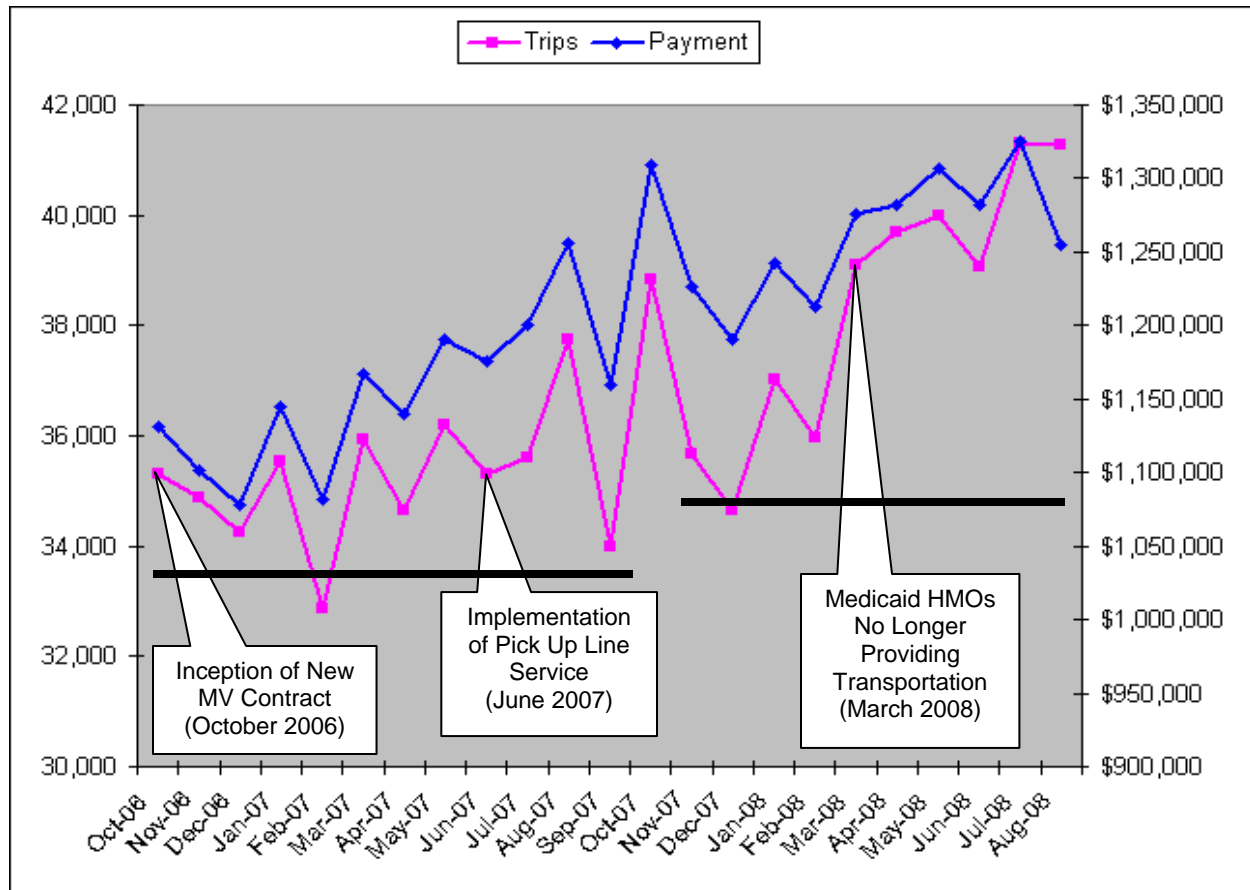
In October 2006, LYNX entered into a contract with MV Transportation to provide paratransit services for the ACCESS LYNX program. Since the inception of the contract additional services and increased trip volume has increased the expenses associated with the contract.

There has been a drastic increase in trip volume over what was initially projected in the Request for Proposal’s Scope of Work. The increase has been as high as 19.62% in trip volume in July 2008 and has averaged 17.41% in the most recent quarter. A large portion of this increase is a direct result of the Medicaid Health Maintenance Organizations (HMOs) no longer being the provider of Medicaid non-emergency transportation service to their enrollees.

In June 2007, as part of our Federal Transit Administration (FTA) Rural Intelligent Transportation Services (ITS) grant, the Pick Up Line feeder service was implemented in the Poinciana community. MV operates this service for LYNX. This service increased the program expenses by approximately \$14,000 monthly. The project is reducing Americans with

Disabilities Act (ADA) paratransit expenses slightly, while increasing the mobility options of the residents of that community by providing additional access to our fixed route bus service. The project is partially grant funded; however it was not funded at the time of contract inception with MV and therefore, not included in the contract's "Not to Exceed" amount.

The chart below shows the significant increase in both trip volume and associated payments to MV Transportation. The dark horizontal bars indicate the trip volume estimated originally and allocated in the existing contract.



Staff is aware of the significant trip volume increases and continues to implement cost saving measures to reduce the impact of the growth – such as enforcing suspensions for no show violations, implementing an interactive voice response system to reduce dwell time, limiting days of travel for out of area Medicaid trips, increasing group travel training opportunities to transition customer from paratransit to fixed route, and efforts that will assist with reducing the impact of growth.

**FISCAL IMPACT:**

The amount of \$600,000 will be added to the “Not to Exceed” dollar amount for Year Two (FY08) of the contract changing the “Not to Exceed Amount” from \$14,783,616 to \$15,383,616. The amount of \$1,500,000 will be added to the “Not to Exceed” dollar amount for Year Three (FY09) of the contract changing the “Not to Exceed Amount” from \$14,508,935 to \$16,008,935.



### **Action Agenda Item #7.B**

**To: LYNX Board of Directors**

**From: Bert Francis**  
CHIEF FINANCIAL OFFICER

**Blanche Sherman**  
(Technical Contact)

**Phone: 407.841.2279 ext: 6047**

**Item Name: Alternative for SIB Loan Repayment**

**Date: 9/25/2008**

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#### **ACTION REQUESTED:**

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer or designee to increase the amount of federal preventive maintenance funding in the amount of \$1,470,835 to support the "swap" of local funds needed to pay the October 1, 2008 repayment amount, if needed.

#### **BACKGROUND:**

On August 2006, LYNX entered into an agreement with the Florida Department of Transportation (FDOT) to secure a State Infrastructure Bank Loan (SIB Loan) in the amount of \$7,140,000 for the acquisition of rolling stock, including paratransit vehicles. LYNX has expended \$2,640,000 as a match to a Florida Department of Transportation (FDOT) Transportation Regional Incentive Program (TRIP) Grant for the purchase of sixteen (16) expansion buses used to support new services in FY2007 and \$199,632 as a match to support the purchase of the Automatic Vehicle Locator (AVL) equipment for LYNX fixed route buses.

LYNX plans to incur an additional \$3,437,000 as a match to a new TRIP Grant to purchase additional buses to support the commuter rail project. Therefore, LYNX has expended or has plans to expend a total of \$6,276,632 in SIB Loan proceeds for the acquisition of rolling stock and other related equipment approved by FDOT.

At the time the SIB Loan was executed, LYNX committed to use the following funding sources to fund the repayment of the loan: (1) directly generated, (2) local funds, (3) Federal Transit Administration (FTA) 5307 funds for non-TRIP projects. Since the project expenditures are

related to a TRIP funded project, LYNX' 5307 grant funds are not an eligible source for repayment of the loan. However, recent changes in legislation allow Federal Surface Transportation Program funds (XU/STP funds) to be used as a source of repayment. LYNX staff has been in contact with the SIB office of FDOT who has confirmed that "any legal available funds" may be used as a repayment source for the loan. Staff is requesting FTA approval to program XU/STP funds to support this payment as well as future payments associated with this loan.

If we do not receive FTA approval, LYNX staff is requesting Board authorization to "swap" local funds for additional preventative maintenance funds to support the October 1, 2008 repayment amount. Staff hopes to get a determination from FTA within the week.

### **FISCAL IMPACT:**

If this request is approved by FTA, the use of XU/STP funds will be processed as part of the regular grant application. If this request is not approved by the FTA, staff is requesting the "swap" of local funds for additional preventative maintenance funds in either FY2008 or FY2009.

## Action Agenda Item #7.C

**To:** LYNX Board of Directors

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

**Presented By:** Bert Francis

**Phone:** 407.841.2279 ext: 6047

**Item Name:** Adoption of the FY2009 Operating and Capital Budgets

**Date:** 9/25/2008

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### **ACTION REQUESTED:**

Adoption of the Fiscal Year 2008-2009 Operating and Capital Budgets.

### **BACKGROUND:**

At the July 1, 2008 Board meeting, staff presented preliminary FY2009 Operating and Capital Budgets 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 still exceeds our revenue. 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 FY2009 is \$129,128,042 while the proposed Capital Budget is \$28,448,245. The Operating Revenues plus the existing shortfall in the amount of \$4,330,578 equal the proposed Operating Expenses. The total budgetary shortfall of \$5,335,672 includes the operating shortfall above, plus a capital shortfall in the amount of \$1,005,094. The \$1,005,094 represents the capital portion of the annual bus lease for the twenty-one bus lease executed in 2007.

The shortfall by funding partner is as follows:

Funding Partner	Request for FY2009	Proposed for FY2009	Funding Shortfall
Orange County	\$ 44,323,187	\$ 39,761,235	\$ 4,561,952
Osceola County	5,172,766	4,668,704	504,062
Seminole County	5,032,882	5,032,882	-
City of Orlando	4,524,658	4,255,000	269,658
Total Funding Shortfall	\$ 59,053,493	\$ 53,717,821	\$ 5,335,672

## **OVERVIEW:**

### **Budget Highlights**

The FY2009 proposed budget totals \$157,576,287 of which \$129,128,042 represents Operating Expenses and \$28,448,245 represents Capital expenditures. This is a net increase in the total budget of \$7,162,811 or 4.8% from FY2008 amounts.

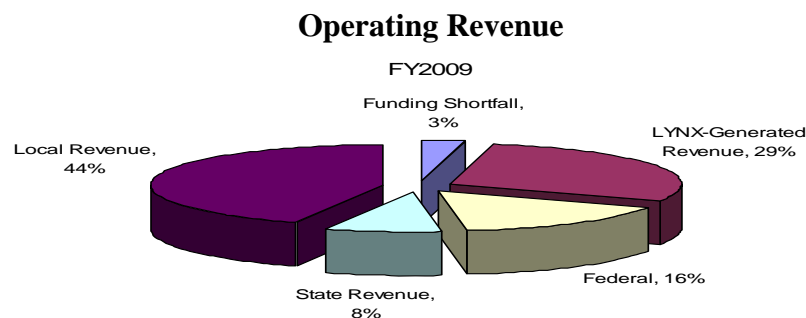
### **Operating Budget**

The proposed Operating Budget for FY2009 is \$129,128,042 which is an increase of \$15,320,336 or 13% from the previous year. The overall operating budget increase is due to several major impact items, some of which are largely out of LYNX' control. The major impact items are as follows:

#### ***Key Budgetary Impact Items:***

	<b><u>Increase in FY09</u></b>
• Union Contracts	2,365,538
• Fuel	5,112,303
• Purchased Transportation	4,638,023

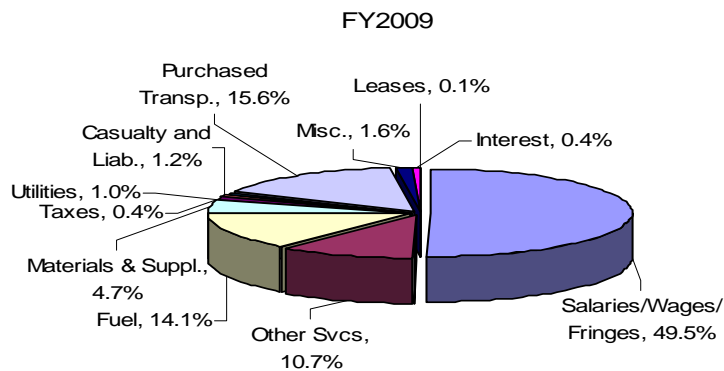
The Operating Budget is funded by a combination of LYNX-generated revenue and federal, state and local dollars. These funds are used to fund personnel expenses, services, materials, supplies, taxes, utilities, casualty & liability expenses, purchased transportation expenses, leases and miscellaneous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



<b>Operating Funding Shortfall</b>	<b>\$ 4,330,578</b>
<b>LYNX-Generated Revenue</b>	<b>37,193,885</b>
<b>Federal Revenue</b>	<b>20,958,999</b>
<b>State Revenue</b>	<b>10,037,623</b>
<b>Local Revenue</b>	<b><u>56,606,957</u></b>
<b>Total Operating Revenue</b>	<b><u>\$129,128,042</u></b>

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

### Operating Expenses

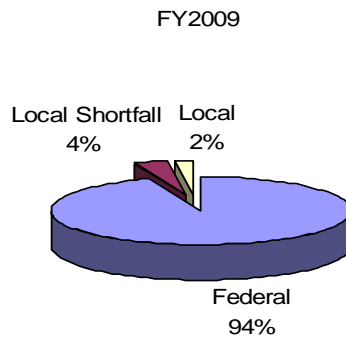


<b>Salaries/Wages/Fringes</b>	<b>\$ 65,024,148</b>
<b>Other Services</b>	<b>13,818,692</b>
<b>Fuel</b>	<b>18,155,518</b>
<b>Materials &amp; Supplies</b>	<b>6,036,640</b>
<b>Utilities</b>	<b>1,323,940</b>
<b>Casualty &amp; Liability</b>	<b>1,541,700</b>
<b>Taxes</b>	<b>468,095</b>
<b>Purchased Transportation</b>	<b>20,106,965</b>
<b>Miscellaneous</b>	<b>2,057,689</b>
<b>Interest</b>	<b>479,655</b>
<b>Leases</b>	<b><u>115,000</u></b>
<b>Total Operating Expenses</b>	<b><u>\$129,128,042</u></b>

## Capital Budget

The proposed capital Budget for FY2009 is \$28,448,245, which is an \$8,157,525 decrease or 22% less than the previous year. This is primarily due to a decrease in bus purchases and removal of capital related to the FlexBus project.

The Capital Budget is funded from federal 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. Specifically, this budget includes funds from the following areas:



<b>Federal</b>	\$26,886,928
<b>Local Capital Shortfall</b>	1,005,094
<b>Local</b>	<u>556,223</u>
<b>Total</b>	<b><u>\$ 28,448,245</u></b>

These funds are programmed for the following expenditures:

	<b><u>FY2009 Requests</u></b>	<b><u>FY2008 Carryover</u></b>	<b><u>FY 2009 Total</u></b>
(1) Transit Buses (includes replacement and articulated)	12,540,938	748,292	13,289,230
Capital Bus Lease	1,005,094	-	1,005,094
Access LYNX Vans	900,000	-	900,000
Engines and Transmissions	379,000	46,834	425,834
(2) Support Equipment	1,497,741	1,135,668	2,633,409
(3) Facility Improvements	790,603	1,062,290	1,852,893
Passenger Amenities (Bus Shelters, etc.)	3,937,182	812,010	4,749,192
(4) Safety/Security Enhancements	1,968,745	5,865	1,974,610
Commuter Vans (35)	465,000	582,028	1,047,028
Fixed Route IVR/Paratransit IVR/Trip Planner	15,000	305,955	320,955
Next Bus Arrival System	250,000	-	250,000
<b>Total</b>	<b><u>\$ 23,749,303</u></b>	<b><u>\$ 4,698,942</u></b>	<b><u>\$28,448,245</u></b>

When this plan was originally proposed to the Board of Directors in July, it did not include the carryover items. Now that we are approaching year end, it has become clear what items cannot be expended by September 30, 2008 and thus have been carried forward to FY2009.

## Notes:

- (1) Includes 35 replacement buses and 1 articulated expansion bus to support performance requirements.
- (2) Includes equipment, computers, software, shop tools, printers, servers, copiers, radio console, and workstations.
- (3) Includes funds for the LYNX Operations Center, LYNX South Street, LYNX Central Station improvements, and passenger amenities such as bus shelters.
- (4) Includes emergency generators for LOC, emergency phone system, parking lot lighting upgrade and fence improvements.

## Staffing

Our total staffing count is budgeted to decrease by four (4) positions. These decreases are a Budget Manager, an Internal Auditor, a position in Government Affairs, and a Community Affairs position. Overall, these changes would bring our approved head count from 1021 to 1017.

## Service Efficiencies/Reductions

The FY2009 budget includes \$2,564,383 of planned service efficiencies, of which, approximately \$735,000 was implemented in August 2008. The remaining balance of \$1,829,383 is scheduled to be implemented in December of 2008. If there are any service changes resulting from the funding shortfall, they will be in addition to those service efficiencies already planned.

## Additional Items for Consideration

Staff continues to look for additional ways to decrease the budget shortfall. Since the last budget presentation, staff is continues to monitor fuel prices and believes there may be additional savings based on current market conditions. Savings could be as high as an additional \$1,000,000. Staff will present the results of their findings at the Board meeting.

## Closing

The total budgetary shortfall of \$5,335,672 represents an operating shortfall in the amount of \$4,330,578, plus a capital shortfall in the amount of \$1,005,094. Staff will be seeking direction from the Board as to how to address the funding shortfall.

## **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.D**

**To: LYNX Board of Directors**

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

**Phone: 407.841.2279 ext: 6047**

**Item Name: Miscellaneous**  
**Authorization to Enter into the FY2008-2009 Service Funding Agreements**  
**with the Regional Funding Partners**

**Date: 9/25/2008**

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#### **ACTION REQUESTED:**

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to enter into funding agreements with the Regional Funding Partners listed below for the provision of public transportation services corresponding with its respective funding contribution for the Fiscal Year 2008-2009 Budget. The actual amounts of the agreements will be determined once the Board has approved the budget for FY2009.

Orange County	\$	TBD
Seminole County	\$	TBD
Osceola County	\$	TBD
Lake County	\$	TBD
City of Orlando	\$	4,255,000
City of Altamonte Springs	\$	130,000
City of Sanford	\$	100,000
City of Kissimmee	\$	220,000
City of St. Cloud	\$	174,192

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



**BACKGROUND:**

The Counties of Lake, Orange, Osceola and Seminole and the Cities of Orlando, Altamonte Springs, Kissimmee, 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 Regional Funding Partners will provide funding to LYNX for fiscal year 2008-2009 as follows:

FY2009						
Local Funding						
	Financial Assistance	ADA Contribution	\$2 Capital Contribution	Medicaid Assistance	TD Assistance	Total Funding
Orange County	\$ *	\$ *	\$ *	\$ -	\$ *	\$ *
Osceola County	*	*	*	-	*	*
Seminole County	*	*	*	-	*	*
Lake County	*	-	-	-	-	*
City of Orlando	4,255,000	-	-	-	-	4,255,000
City of Altamonte Springs	130,000	-	-	-	-	130,000
City of Sanford	100,000	-	-	-	-	100,000
City of Kissimmee	220,000	-	-	-	-	220,000
City of St. Cloud	174,192	-	-	-	-	174,192
	<u>\$ *</u>	<u>\$ *</u>	<u>\$ *</u>	<u>\$ -</u>	<u>\$ *</u>	<u>\$ *</u>

\* To be determined once the Board has approved a final budget for FY2009.

The services and enhancements, which will be made and approved in this agreement, are in conformance with the LYNX Transportation Development Program (TDP). Copies of the service funding agreements that will be entered into between LYNX and each of the Regional Funding Partners for Fiscal Year 2008-2009 are attached.

**SERVICE FUNDING AGREEMENT  
BETWEEN CITY OF ST. CLOUD AND LYNX  
FOR FISCAL YEAR 2008-2009**

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2008, by and between CITY OF ST. CLOUD, a municipal corporation organized under the laws of the State of Florida (hereinafter the "City"), and the CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY, a body politic and corporate created pursuant to Part II, Chapter 343, Florida Statutes, (hereinafter "LYNX").

**WITNESSETH**

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

WHEREAS, the City recognizes the need to provide public transit services in an efficient manner and acknowledges the benefits of increased ridership on the regional public transit system; and

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

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

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

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

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

1. RECITALS. The City and LYNX hereby declare that the recitals set forth above are true and correct and are incorporated herein and made a part of this Agreement.

2. LYNX REPORTING REQUIRMENTS. As information for the purposes of operations and management analysis, LYNX agrees to provide the City on a quartile basis commencing on February 1, 2009, a written performance report reflecting the operations of the prior quarter (collectively referred to as "Performance Measures"). Each quarterly report will include the following items:

- a. Route map, and schedules for each route operated in City

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

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

On an annual basis, within thirty days of receipt, LYNX shall provide the City with a copy of all external audits, a copy of the Comprehensive Annual Financial Report that shall

include the Report on Internal Controls, Report on Compliance with Laws and Regulations, and a copy of the management letter.

3. FISCAL YEAR 2008-2009 FUNDING

- a. The City agrees to appropriate **\$174,192** to LYNX for fiscal year 2008-2009. The funding is to be utilized by LYNX to provide public transit services in accordance with this Agreement. The City shall pay such funds appropriated in the City's FY 2008-2009 Budget in advance of month of operation to LYNX in (12) equal monthly installments, promptly upon receipt by the City of an invoice from LYNX for the installment for the current month. The first such payment shall be made no sooner than October 1, 2008.
- b. LYNX agrees to utilize the funds received from the City in accordance with the terms of this Agreement and to take all reasonable and necessary actions in a timely manner to initiate, implement, and operate the Public Transportation services in accordance with the terms of this Agreement. LYNX further agrees to demonstrate such initiation, implementation, and completion of such improvements by submitting reports to the City as defined in Section 2 of this Agreement.

4. EFFECTIVE DATE. The effective date of this Agreement is October 1, 2008. The term of this Agreement is one (1) year from its effective date.

5. INTERPRETATION. The headings contained in this Agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this Agreement.

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

7. MISCELLANEOUS.

- a. This Agreement constitutes the entire Agreement between the parties with respect to the specific matters contained herein and supercedes all previous discussions, understandings, and agreements. Amendments to or waivers of the provisions herein shall be made by the parties in writing. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either party hereto.

- b. If any sentence, phrase, paragraph, provision or portion of this Agreement is for any reason held invalid or constitutional by any court of competent jurisdiction, such portion shall be deemed an independent provision and such holding shall not affect the validity of the remaining portions hereto.
- c. The parties acknowledge that they have freely and voluntarily entered into this Agreement and that each party has been given the opportunity to receive the advice of independent legal counsel for all negotiations in connection with this Agreement.
- d. In any action or proceeding between the parties arising out of this Agreement, the prevailing party in such action or proceeding shall be entitled to recover all costs of such action or proceeding incurred by it, including reasonable attorneys' fees, at trial and on appeal.
- e. Time shall be of the essence of this Agreement.

8. CONTROLLING LAWS.

- a. This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida, and all duly adopted ordinances, regulations and policies of the City now in effect and those hereinafter adopted.
- b. The location for settlement of any claims, controversies, or disputes, arising out of or relating to any part of this Agreement, or any breach hereof, shall be Osceola County, Florida.
- c. The parties to this Agreement agree to comply with all applicable federal, state, and local laws, ordinances, rules and regulations pertaining to the actions contemplated by this Agreement.

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

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

City: City of St. Cloud  
 1300 9<sup>th</sup> Street  
 St. Cloud, FL 34769  
 Attention: Thomas Hurt, City Manager

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

with a copy to:

Central Florida Transportation Authority  
445 W. Amelia Street, Suite 800  
Orlando, FL 32801-1128  
Attention: Albert J. Francis II, CPA, Chief Financial Officer

with a copy to:

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

11. RECORD KEEPING PROCEDURES. LYNX shall keep and maintain accurate records of all services rendered in the performance of this Agreement and shall keep such records open to inspection by the City at reasonable hours during the entire term of this Agreement, plus three (3) years after expiration or termination of this Agreement. If any litigation, claim or audit is commenced prior to the expiration of the three (3) year period and extends beyond such period, the records shall be maintained until all litigation, including appeals, claims or audits have been concluded or resolved. Any person authorized by the City shall have access to and the right to examine any of the records.
12. FILING OF AGREEMENT. This Agreement shall be filed with the Clerk of the Circuit Court of Osceola County, Florida, or such other public official responsible under general or special law for the public records of Osceola County, Florida, in accordance with Section 163.01, Florida Statutes.

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

CENTRAL FLORIDA REGIONAL  
TRANSPORTATION AUTHORITY

(seal)

Attest

\_\_\_\_\_  
Deborah Henderson, Executive Assistant

By: \_\_\_\_\_  
Linda S. Watson  
Chief Executive Officer

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

\_\_\_\_\_  
Name:  
Notary Public  
Serial Number:  
Commission Expires:

CITY OF ST. CLOUD, FLORIDA

By: \_\_\_\_\_  
Mayor Donna Hart

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Clerk, Lori L. McCorkle

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

\_\_\_\_\_  
City Attorney, Daniel F. Mantzaris  
Orlando, Florida

STATE OF FLORIDA  
COUNTY OF OSCEOLA

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

WITNESS my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2008,

\_\_\_\_\_  
Name:  
Notary Public:  
Serial Number:  
Commission Expires:



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

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2008, by and between the CITY OF ORLANDO, a municipal corporation organized under the laws of the State of Florida (hereinafter the "City"), and the CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY, a body politic and corporate created pursuant to Part II, Chapter 343, Florida Statutes, (hereinafter "LYNX").

**WITNESSETH**

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

WHEREAS, the City recognizes the need to provide public transit services in an efficient manner and acknowledges the benefits of increased ridership on the regional public transit system; and

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

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

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

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

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

1. RECITALS. The City and LYNX hereby declare that the recitals set forth above are true and correct and are incorporated herein and made a part of this Agreement.

2. LYNX REPORTING REQUIRMENTS. As information for the purposes of operations and management analysis, LYNX agrees to provide the City on a quartile basis commencing on February 1, 2009, a written performance report reflecting the operations of the prior quarter (collectively referred to as "Performance Measures"). Each quarterly report will include the following items:

- a. Route map, and schedules for each route operated in City

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

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

On an annual basis, within thirty days of receipt, LYNX shall provide the City with a copy of all external audits, a copy of the Comprehensive Annual Financial Report which shall

include the Report on Internal Controls, Report on Compliance with Laws and Regulations, and a copy of the Management Letter.

3. FISCAL YEAR 2008-2009 FUNDING

- a. The City agrees to appropriate **\$4,524,658** to Lynx for fiscal Year 2008-2009. The funding is to be utilized by LYNX to provide public transit services in accordance with this Agreement. Such funds appropriated in the City's FY 2008-2009 Budget shall be paid in advance of month of operation by the City to LYNX in (4) equal quarterly installments, promptly upon receipt by the City's Transportation Planning Bureau Chief of an invoice from LYNX for the installment for the current quarter. The first such payment shall be made no sooner than October 1, 2008.
- b. LYNX agrees to utilize the funds received from the City in accordance with the terms of this Agreement and to take all reasonable and necessary actions in a timely manner to initiate, implement, and operate the Public Transportation services in accordance with the terms of this Agreement. LYNX further agrees to demonstrate such initiation, implementation, and completion of such improvements by submitting reports to the City as defined in Section 2 of this Agreement.

4. EFFECTIVE DATE. The effective date of this Agreement is October 1, 2008. The term of this Agreement is one (1) year from its effective date.

5. INTERPRETATION. The headings contained in this Agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this Agreement.

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

7. MISCELLANEOUS.

- a. This Agreement constitutes the entire Agreement between the parties with respect to the specific matters contained herein and supercedes all previous discussions, understandings, and agreements. Amendments to or waivers of the provisions herein shall be made by the parties in writing. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either party hereto.
- b. If any sentence, phrase, paragraph, provision or portion of this Agreement is for any reason held invalid or constitutional by any court of competent

jurisdiction, such portion shall be deemed an independent provision and such holding shall not affect the validity of the remaining portions hereto.

- c. The parties acknowledge that they have freely and voluntarily entered into this Agreement and that each party has been given the opportunity to receive the advice of independent legal counsel for all negotiations in connection with this Agreement.
- d. In any action or proceeding between the parties arising out of this Agreement, the prevailing party in such action or proceeding shall be entitled to recover all costs of such action or proceeding incurred by it, including reasonable attorneys' fees, at trial and on appeal.
- e. Time shall be of the essence of this Agreement.

8. CONTROLLING LAWS.

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

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

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

City: City of Orlando  
Transportation Planning Bureau  
400 South Orange Avenue, P.O. Box 44990  
Orlando, FL 32802-4990  
Attention: Roger Neiswender, Director of Transportation

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

with a copy to:

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

with a copy to:

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

11. RECORD KEEPING PROCEDURES. LYNX shall keep and maintain accurate records of all services rendered in the performance of this Agreement and shall keep such records open to inspection by the City at reasonable hours during the entire term of this Agreement, plus three (3) years after expiration or termination of this Agreement. If any litigation, claim or audit is commenced prior to the expiration of the three (3) year period and extends beyond such period, the records shall be maintained until all litigation, including appeals, claims or audits have been concluded or resolved. Any person authorized by the City shall have access to and the right to examine any of the records.
12. FILING OF AGREEMENT. This Agreement shall be filed with the Clerk of the Circuit Court of Orange County, Florida, or such other public official responsible under general or special law for the public records of Orange County, Florida, in accordance with Section 163.01, Florida Statutes.

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: \_\_\_\_\_  
Linda S. Watson  
Chief Executive Officer

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

\_\_\_\_\_  
Name:  
Notary Public  
Serial Number:  
Commission Expires:

CITY OF ORLANDO, FLORIDA

By: \_\_\_\_\_  
Mayor, Buddy Dyer

ATTEST:

\_\_\_\_\_  
City Clerk

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

\_\_\_\_\_  
City Attorney  
Orlando, Florida

STATE OF FLORIDA  
COUNTY OF ORANGE

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

WITNESS my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2008

\_\_\_\_\_  
Name:  
Notary Public:  
Serial Number:  
Commission Expires:

**SERVICE FUNDING AGREEMENT  
BETWEEN LAKE COUNTY AND LYNX  
FOR FISCAL YEAR 2008-2009**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2008, by and between LAKE COUNTY, a charter county and a political subdivision of the State of Florida (hereinafter the "County"), and the CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY, a body politic and corporate created pursuant to Part II, Chapter 343, Florida Statutes, (hereinafter "LYNX").

**WITNESSETH**

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

WHEREAS, the County recognizes the need to provide public transit services in an efficient manner and acknowledges the benefits of increased ridership on the regional public transit system; and

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

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

WHEREAS, LYNX desires to provide mass transit services within the County, and

WHEREAS, the County desires to provide LYNX with funding to support the operation of the public transportation service within the County.

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

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.

2. LYNX SERVICE AND REPORTING REQUIREMENTS. In consideration of the funding provided by the County LYNX agrees to provide the services and reports specified in this agreement.

2.01 SERVICE REQUIREMENTS. Each service is associated with an allocation of the total amount of money to be paid by the County to LYNX under this agreement. The intent of the parties is that LYNX will provide at least the amount of service associated with each budget allocation associated with the specific service. The parties may shift dollars from one



type of service to another in order to balance the amount of money paid under this agreement with the services provided. Periodically the level of services shall be reconciled with the amount of money allocated to the services. At any time that the balance of the money remaining to be paid is projected to be significantly more or less than the amount required to pay for the balance of the remaining services, the parties shall meet and agree to an adjustment to the level of service to bring the budget allocations closer to the actual requirements. Such adjustments to the levels of service shall be documented in writing, however, need not be the subject of an amendment to this agreement. In no event shall the County be obligated to pay any additional money in the absence of a written amendment to this agreement.

2.02 REPORTING REQUIREMENTS. Beginning on February 1, 2009 and on a quarterly basis thereafter, LYNX shall provide the County a written performance report reflecting the operations of the prior quarter (collectively referred to as "Performance Measures"). Each quarterly report will include the following items:

- a. A route map, and schedule for each route operated in the County.
- b. The actual aggregate ridership by transportation mode (Fixed Route bus, LYMMO, ACCESS LYNX, Van Plan and special shuttles) in the form of the official LYNX Monthly Ridership Reports.
- c. Operational Service Characteristics Report for current services contemporaneous updates.
- d. A comparison of actual revenue and expenditures to budgeted revenues and expenditures with explanations for variances that exceed Fifty Thousand Dollars (\$50,000).
- e. LYNX Route Performance report which reports and ranks each route monthly based on the following:
  - \* Subsidy per passenger trip
  - \* Passengers per trip
  - \* Passengers per revenue hour
  - \* Passengers per revenue mile
  - \* Percent farebox return (percent of operating cost recovered through farebox)
- f. Current and contemporaneous versions of the LYNX Regional Model
- g. Scheduled and actual Revenue Miles
- h. Scheduled and actual Revenue Hours
- i. Schedule of unanticipated extraordinary expenses for the prior quarter
- j. Changes to authorized staffing
- k. Any other information the County reasonably requests
- l. An historical record describing route changes including, but not limited to:
  - i. Addition of Route(s)
  - ii. Elimination of Route(s)
  - iii. Combination of Routes
  - iv. Addition of Evening Service
  - v. Addition of Weekend Service
  - vi. Other Route Scheduling Changes
  - vii. Running Time Adjustments

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

On an annual basis, within thirty days of receipt, LYNX shall provide the County 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. FISCAL YEAR 2008-2009 FUNDING

- a. The County agrees to appropriate \$\_\_\_\_\_ - LYNX for Fiscal Year 2008-2009. The funding is to be utilized by LYNX to provide public transit services in accordance with this Agreement. Such funds appropriated in the County's FY 2008-2009 Budget shall be paid in twelve (12) equal monthly installments which shall be due and payable on the first of each month. The first such payment shall be made no sooner than October 1, 2008.
- b. LYNX agrees to utilize the funds received from the County in accordance with the terms of this Agreement and to take all reasonable and necessary actions in a timely manner to initiate, implement, and operate the Public Transportation services in accordance with the terms of this Agreement. LYNX further agrees to demonstrate such initiation, implementation, and completion of such improvements by submitting reports to the County as defined in Section 2 of this Agreement.
- c. LYNX agrees to provide additional advertising with respect to the Link 204. The cost of such advertising is estimated to be \$21,000 and will be borne completely by LYNX. Such advertising will commence in October 2008.
- d. The parties further agree to review the performance of the link 204 in 6 months from the commencement date. At that time the parties will review the performance of the Link 204 to assess whether or not to continue such service.

4. EFFECTIVE DATE. The effective date of this Agreement is October 1, 2008. The term of this Agreement is one (1) year from its effective date.

5. INTERPRETATION. The headings contained in this Agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this Agreement.

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

7. MISCELLANEOUS.

- a. This Agreement constitutes the entire Agreement between the parties with respect to the specific matters contained herein and supercedes all previous discussions, understandings, and agreements. Amendments to or waivers of the provisions herein shall be made by the parties in writing. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either party hereto.
- b. If any sentence, phrase, paragraph, provision or portion of this Agreement is for any reason held invalid or constitutional by any court of competent jurisdiction, such portion shall be deemed an independent provision and such holding shall not affect the validity of the remaining portions hereto.
- c. The parties acknowledge that they have freely and voluntarily entered into this Agreement and that each party has been given the opportunity to receive the advice of independent legal counsel for all negotiations in connection with this Agreement.
- d. In any action or proceeding between the parties arising out of this Agreement, the prevailing party in such action or proceeding shall be entitled to recover all costs of such action or proceeding incurred by it, including reasonable attorneys' fees, at trial and on appeal.
- e. Time shall be of the essence of this Agreement.

8. CONTROLLING LAWS.

- a. This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida, and all duly adopted ordinances, regulations and policies of the County now in effect and those hereinafter adopted.
- b. The location for settlement of any claims, controversies, or disputes, arising out of or relating to any part of this Agreement, or any breach hereof, shall be Orange County, Florida.
- e. The parties to this Agreement agree to comply with all applicable federal, state, and local laws, ordinances, rules and regulations pertaining to the actions contemplated by this Agreement.

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

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

County	County of Lake
	315 West Main Street
	P.O. Box 7800
	Tavares, FL, 32778

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

with a copy to:

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

with a copy to:

Akerman, Senterfitt & Eidson, P.A.  
PO Box 231  
Orlando, Florida 32802  
Attention: Pat Christiansen, Esq.

11. RECORD KEEPING PROCEDURES. LYNX shall keep and maintain accurate records of all services rendered in the performance of this Agreement and shall keep such records open to inspection by the County 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 County shall have access to and the right to examine any of the records.

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

13. INDEMNITY AND INSURANCE. The parties agree that the County does not operate any of the services provided by LYNX, is not responsible for the purchase or maintenance of the equipment operated by LYNX, does not employ, train or otherwise deal with any employees of LYNX and has no control over the operations of LYNX except as may be stated herein. Accordingly, LYNX hereby assumes responsibility for all claims for personal injury, including death, and property damage caused by the operation of LYNX's public transportation system, including all claims based upon the negligence or intentional acts of any LYNX employee, officer, director, contractor or other person, firm or corporation for whom LYNX may be legally responsible. LYNX agrees to indemnify and hold harmless the County from and against all such claims and to defend the County in all lawsuits wherein the County is a named defendant as a result of any such claim. The intent of this indemnity and hold harmless clause is to relieve the County from any and all liability for claims based upon the operation of LYNX's transportation systems, all in recognition of the fact that the County contracts for services from LYNX, however, has no ability to control the day to day operations of LYNX. LYNX shall maintain appropriate insurance with minimum limits of one million dollars (\$1,000,000) per occurrence for the General Liability coverage, statutory amounts of workers'

compensation, and five million dollars (\$5,000,000) in automobile liability coverage, naming the County as an additional insured.

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: \_\_\_\_\_  
Linda S. Watson  
Chief Executive Officer

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledge before me this \_\_\_\_\_ day of \_\_\_\_\_, 2008, by \_\_\_\_\_, and she acknowledged before me that she 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:

Approved by General Counsel  
Akerman, Senterfett & Eidson, P.A.

By: \_\_\_\_\_  
Pat Christiansen, Esq.

LAKE COUNTY, FLORIDA

By: Board of County Commissioners

By: \_\_\_\_\_  
Lake County Chairman

Date: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
As Clerk to the Board of County Commissioners

By: \_\_\_\_\_  
Deputy Clerk

STATE OF FLORIDA  
COUNTY OF LAKE

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

WITNESS my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2006,

Name:  
Notary Public:  
Serial Number:  
Commission Expires:

APPROVED AS TO FORM AND LEGALITY  
For use and reliance by the Lake County,  
Florida, only.

\_\_\_\_\_  
County Attorney  
Lake County, Florida

\_\_\_\_\_, 2006

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

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2008, by and between CITY OF KISSIMMEE, a municipal corporation organized under the laws of the State of Florida (hereinafter the "City"), and the CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY, a body politic and corporate created pursuant to Part II, Chapter 343, Florida Statutes, (hereinafter "LYNX").

**WITNESSETH**

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

WHEREAS, the City recognizes the need to provide public transit services in an efficient manner and acknowledges the benefits of increased ridership on the regional public transit system; and

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

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

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

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

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

1. RECITALS. The City and LYNX hereby declare that the recitals set forth above are true and correct and are incorporated herein and made a part of this Agreement.

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

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

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

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

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

### 3. FISCAL YEAR 2008-2009 FUNDING

- a. The City agrees to appropriate **\$220,000** to LYNX for fiscal year 2008-2009. The funding is to be utilized by LYNX to provide public transit services in accordance with this Agreement. The City shall pay such



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

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

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

8. CONTROLLING LAWS.

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

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

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

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

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

with a copy to:

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

with a copy to:

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

11. RECORD KEEPING PROCEDURES. LYNX shall keep and maintain accurate records of all services rendered in the performance of this Agreement and shall keep such records open to inspection by the City at reasonable hours during the entire term of this Agreement, plus three (3) years after expiration or termination of this Agreement. If any litigation, claim or audit is commenced prior to the

expiration of the three (3) year period and extends beyond such period, the records shall be maintained until all litigation, including appeals, claims or audits have been concluded or resolved. Any person authorized by the City shall have access to and the right to examine any of the records.

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

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

CENTRAL FLORIDA REGIONAL  
TRANSPORTATION AUTHORITY

(seal)

Attest

\_\_\_\_\_  
Deborah Henderson, Executive Assistant

By: \_\_\_\_\_  
Linda S. Watson  
Chief Executive Officer

Approved by General Counsel  
Akerman, Senterfett & Eidson, P.A.

By: \_\_\_\_\_  
Patrick Christensen, Esq.

STATE OF FLORIDA  
COUNTY OF ORANGE

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

\_\_\_\_\_  
Name:  
Notary Public  
Serial Number:  
Commission Expires:

CITY OF KISSIMMEE, FLORIDA

By: \_\_\_\_\_

Jim Swan

Mayor

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Print Name

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

\_\_\_\_\_  
City Attorney Kissimmee, Florida

Date: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF OSCEOLA

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

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

\_\_\_\_\_  
Name:

Notary Public:

Serial Number:

Commission Expires:

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

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2008, by and between the CITY OF ALTAMONTE SPRINGS, a municipal corporation organized under the laws of the State of Florida (hereinafter the “City”), and the CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY, a body politic and corporate created pursuant to Part II, Chapter 343, Florida Statutes, (hereinafter “LYNX”).

**WITNESSETH**

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

WHEREAS, the City recognizes the need to provide public transit services in an efficient manner and acknowledges the benefits of increased ridership on the regional public transit system; and

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

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

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

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

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

1. RECITALS. The City and LYNX hereby declare that the recitals set forth above are true and correct and are incorporated herein and made a part of this Agreement.

2. LYNX REPORTING REQUIREMENTS. As information for the purposes of operations and management analysis, LYNX agrees to provide the City on a quarterly basis commencing on February 1, 2009 a written performance report reflecting the operations of the prior quarter (collectively referred to as “Performance Measures”). Each quarterly report will include the following items:

- a. Route map, and schedules for each route operated in City
- b. Actual aggregate ridership mode (Fixed Route bus, Lymmo, ACCESS LYNX, Van Plan and special shuttles) in the form of the official LYNX Monthly Ridership Reports.
- c. Operational Service Characteristics Report for current services contemporaneous updates.
- d. Comparison of actual revenue and expenditures to budgeted revenues and expenditures with explanations for variances that exceed Fifty Thousand Dollars (\$50,000).
- e. LYNX Route Performance report which reports and ranks each route monthly based on the following:
  - \* Subsidy per passenger trip
  - \* Passengers per trip
  - \* Passengers per revenue hour
  - \* Passengers per revenue mile
  - \* Percent farebox return (percent of operating cost recovered through farebox)
- f. Current and contemporaneous versions of the LYNX Regional Model
- g. Scheduled and actual Revenue Miles
- h. Scheduled and actual Revenue Hours
- i. Schedule of unanticipated extraordinary expenses for the prior quarter
- j. Changes to authorized staffing
- k. Any other information the City reasonably requests
- l. An historical record describing route changes including, but not limited to:
  1. Addition of Route(s)
  2. Elimination of Route(s)

3. Combination of Routes
4. Addition of Evening Service
5. Addition of Weekend Service
6. Other Route Scheduling Changes
7. Running Time Adjustments

Quarterly reporting periods shall end on December 31, March 31, June 30, and September 30, and reports shall be submitted to the persons identified in Paragraph 10 herein within thirty-days (30) days from the end of each quarter.

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

3. FISCAL YEAR 2008-2009 FUNDING

- a. The City agrees to pay **\$130,000, excluding ADA funding**, to LYNX for Fiscal Year 2008-2009. The funding is to be utilized by LYNX to provide public transit services in accordance with this Agreement. Such funds appropriated in the City's FY 2008-2009 Budget shall be paid in advance of quarter of operation by the City to LYNX in (4) equal quarterly installments, promptly upon receipt by the City's of an invoice from LYNX for the installment for the current quarter. The first such payment shall be made no sooner than October 1, 2008. All payments are subject to appropriation.
- b. LYNX agrees to utilize the funds received from the City in accordance with the terms of this Agreement and to take all reasonable and necessary actions in a timely manner to initiate, implement, and operate the Public Transportation services in accordance with the terms of this Agreement. LYNX further agrees to demonstrate such initiation, implementation, and completion of such improvements by submitting reports to the City as defined in Section 2 of this Agreement.

4. EFFECTIVE DATE. The effective date of this Agreement is October 1, 2008. The term of this Agreement is one (1) year from its effective date.



5. INTERPRETATION. The headings contained in this Agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this Agreement.
6. NEGOTIATIONS. The parties to this Agreement acknowledge that all terms of this Agreement were negotiated at arms length and that this Agreement and all documents executed in connection herewith were prepared and executed without undue influence exerted by any party or on any party. Further, this Agreement was drafted jointly by all parties, and no parties are entitled to the benefit of any rules of construction with respect to the interpretation of any terms, conditions, or provisions of this Agreement in favor of or against any person or party who drafted this Agreement.
7. MISCELLANEOUS.
  - a. This Agreement constitutes the entire Agreement between the parties with respect to the specific matters contained herein and supercedes all previous discussions, understandings, and agreements. Amendments to or waivers of the provisions herein shall be made by the parties in writing. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either party hereto.
  - b. If any sentence, phrase, paragraph, provision or portion of this Agreement is for any reason held invalid or constitutional by any court of competent jurisdiction, such portion shall be deemed an independent provision and such holding shall not affect the validity of the remaining portions hereto.
  - c. The parties acknowledge that they have freely and voluntarily entered into this Agreement and that each party has been given the opportunity to receive the advice of independent legal counsel for all negotiations in connection with this Agreement.
  - d. In any action or proceeding between the parties arising out of this Agreement, the prevailing party in such action or proceeding shall be entitled to recover all costs of such action or proceeding incurred by it, including reasonable attorneys' fees, at trial and on appeal.
  - e. Time shall be of the essence of this Agreement.

8. CONTROLLING LAWS.

- a. This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida, and all duly adopted ordinances, regulations and policies of the City now in effect and those hereinafter adopted.
- b. The location for settlement of any claims, controversies, or disputes, arising out of or relating to any part of this Agreement, or any breach hereof, shall be Seminole County, Florida.
- c. The parties to this Agreement agree to comply with all applicable federal, state, and local laws, ordinances, rules and regulations pertaining to the actions contemplated by this Agreement.

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

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

City: City of Altamonte Springs  
225 Newburyport Avenue  
Altamonte Springs, FL 32701  
Attention: Phillip D. Penland, City Manager

with a copy to:

City of Altamonte Springs  
225 Newburyport Avenue  
Altamonte Springs, FL 32701  
Attention: Franklin W. Martz, II, Director  
Community Redevelopment Agency & Planning Services

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

with a copy to:

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

with a copy to:

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

11. RECORD KEEPING PROCEDURES. LYNX shall keep and maintain accurate records of all services rendered in the performance of this Agreement and shall keep such records open to inspection by the City at reasonable hours during the entire term of this Agreement, plus three (3) years after expiration or termination of this Agreement. If any litigation, claim or audit is commenced prior to the expiration of the three (3) year period and extends beyond such period, the records shall be maintained until all litigation, including appeals, claims or audits have been concluded or resolved. Any person authorized by the City shall have access to and the right to examine any of the records.
12. FILING OF AGREEMENT. This Agreement shall be filed with the Clerk of the Circuit Court of Seminole County, Florida, or such other public official responsible under general or special law for the public records of Seminole County, Florida, in accordance with Section 163.01, Florida Statutes.
13. ADDITIONAL PROVISIONS

- a. The Central Florida Regional Transportation Authority d/b/a LYNX is a public entity. As such, it is self-insured for property damage, bodily injury liability, and vehicle collision damage resulting from operations of its fleet of mass transit and private passenger vehicles pursuant to 627.73(3)(b) incorporating 768.28(15). Supplementing this retention of risk is coverage for damage to its vehicles under a Special Perils policy. As a public entity, LYNX is not subject to the Financial Responsibility Laws pursuant to Chapter 324, F.S., the PIP/No-Fault Laws per Section 627.736, F.S., nor is LYNX required to provide Medical Payments or Uninsured Motorist coverage, and its liability is limited by Section 768.28, F.S. to \$100,000.00 per person, \$200,000.00 per incident.
- b. If permitted by law, LYNX shall indemnify and hold harmless the City from and against all claims, demands, damages, costs, expenses (to include attorney's fees whether or not litigation is necessary and if necessary, both at trial and on appeal) related to the services provided by LYNX to the City under this Agreement, and which are the subject of the City's payment to LYNX under this Agreement.
- c. LYNX shall notify the City, in accordance with the notice requirements of Section 10 hereof, should there be any changes to LYNX' commitments, policies or coverage set forth in section 13.a hereof.

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

CENTRAL FLORIDA REGIONAL  
TRANSPORTATION AUTHORITY

(seal)

Attest

\_\_\_\_\_  
Deborah Henderson, Executive Assistant

By: \_\_\_\_\_  
Linda S. Watson  
Chief Executive Officer

Approved by General Counsel

Akerman, Senterfett & Eidson, P.A.

By: \_\_\_\_\_  
Patrick Christensen, Esq.

STATE OF FLORIDA  
COUNTY OF ORANGE

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

\_\_\_\_\_  
Name:  
Notary Public  
Serial Number:  
Commission Expires:

CITY OF ALTAMONTE SPRINGS

By: \_\_\_\_\_

Russel Hauck, Mayor  
City of Altamonte Springs

ATTEST:

\_\_\_\_\_  
Pat Wainright, City Clerk

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

By: \_\_\_\_\_

James A. "Skip" Fowler, City Attorney

\_\_\_\_\_, 2008

STATE OF FLORIDA  
COUNTY OF SEMINOLE

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

WITNESS my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2008

\_\_\_\_\_  
Name:

Notary Public:

Serial Number:

Commission Expires:

**SERVICE FUNDING AGREEMENT  
BETWEEN OSCEOLA COUNTY AND LYNX  
FOR FISCAL YEAR 2008-2009**

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2008, by and between OSCEOLA COUNTY, a charter county and a political subdivision of the State of Florida (hereinafter the "County"), and the CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY, a body politic and corporate created pursuant to Part II, Chapter 343, Florida Statutes, (hereinafter "LYNX").

**WITNESSETH**

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

WHEREAS, the County recognizes the need to provide public transit services in an efficient manner and acknowledges the benefits of increased ridership on the regional public transit system; and

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

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

WHEREAS, LYNX desires to provide mass transit services within the County, and

WHEREAS, the County desires to provide LYNX with funding to support the operation of the public transportation service within the County.

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

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.

2. LYNX SERVICE AND REPORTING REQUIREMENTS. In consideration of the funding provided by the County LYNX agrees to provide the services and reports specified in this agreement.

2.01 SERVICE REQUIREMENTS. Each service is associated with an allocation of the total amount of money to be paid by the County to LYNX under this agreement as indicated in Paragraph 3 a. The intent of the parties is that LYNX will provide at least the amount of service associated with each budget allocation associated with the specific service. The parties

may shift dollars from one type of service (link) to another in order to balance the amount of money paid under this agreement with the services provided. Periodically the level of services shall be reconciled with the amount of money allocated to the services. At any time that the balance of the money remaining to be paid is projected to be significantly more or less than the amount required to pay for the balance of the remaining services, the parties shall meet and agree to an adjustment to the level of service to bring the budget allocations closer to the actual requirements. Such adjustments to the levels of service shall be documented in writing, however, need not be the subject of an amendment to this agreement. In no event shall the County be obligated to pay any additional money in the absence of a written amendment to this agreement.

2.02 REPORTING REQUIREMENTS. Beginning on February 1, 2009 and on a quarterly basis thereafter, LYNX shall provide the County a written performance report reflecting the operations of the prior quarter (collectively referred to as "Performance Measures"). Each quarterly report will include the following items:

- a. A route map, and schedule for each route operated in the County.
- b. The actual aggregate ridership by transportation mode (Fixed Route bus, Lymmo, ACCESS LYNX, Van Plan and special shuttles) in the form of the official LYNX Monthly Ridership Reports.
- c. Operational Service Characteristics Report for current services contemporaneous updates.
- d. A comparison of actual revenue and expenditures to budgeted revenues and expenditures with explanations for variances that exceed Fifty Thousand Dollars (\$50,000).
- e. LYNX Route Performance report which reports and ranks each route monthly based on the following:
  - \* Subsidy per passenger trip
  - \* Passengers per trip
  - \* Passengers per revenue hour
  - \* Passengers per revenue mile
  - \* Percent farebox return (percent of operating cost recovered through farebox)
- f. Current and contemporaneous versions of the LYNX Regional Model
- g. Scheduled and actual Revenue Miles
- h. Scheduled and actual Revenue Hours
- i. Schedule of unanticipated extraordinary expenses for the prior quarter
- j. Changes to authorized staffing
- k. Any other information the County reasonably requests
- l. An historical record describing route changes including, but not limited to:
  - i. Addition of Route(s)
  - ii. Elimination of Route(s)



- iii. Combination of Routes
- iv. Addition of Evening Service
- v. Addition of Weekend Service
- vi. Other Route Scheduling Changes
- vii. Running Time Adjustments

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

On an annual basis, within thirty days of receipt, LYNX shall provide the County 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. FISCAL YEAR 2008-2009 FUNDING

- a. The County agrees to appropriate **\$X,XXX,XXX** to LYNX for Fiscal Year 2008-2009 as follows:

Link 4	xxx,xxx
Link 10	xxx,xxx
Link 12	xxx,xxx
Link 18	xxx,xxx
Link 26	xxx,xxx
Link 55	xxx,xxx
Link 56	xxx,xxx
Link 57	xxx,xxx

**Paratransit Services Costs:**

American Disability Act (ADA) Funding	xxx,xxx
Transportation Disadvantage (TD) Funding	xxx,xxx

**Capital Funding:**

\$2 Capital Funding	xxx,xxx
---------------------	---------

The funding is to be utilized by LYNX to provide public transit services in accordance with this Agreement. Such funds appropriated in the County's FY 2008-2009 Budget shall be paid in twelve (12) equal monthly installments which shall be due and payable on the first of each month. The first such payment shall be made no sooner than October 1, 2008.

- b. LYNX agrees to utilize the funds received from the County in accordance with the terms of this Agreement and to take all reasonable and necessary actions in a timely manner to initiate, implement, and operate the Public Transportation services in accordance with the terms of this Agreement. LYNX further agrees to demonstrate such initiation, implementation, and

completion of such improvements by submitting reports to the County as defined in Section 2 of this Agreement.

4. EFFECTIVE DATE. The effective date of this Agreement is October 1, 2008. The term of this Agreement is one (1) year from its effective date.

5. INTERPRETATION. The headings contained in this Agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this Agreement.

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

7. MISCELLANEOUS.

- a. This Agreement constitutes the entire Agreement between the parties with respect to the specific matters contained herein and supercedes all previous discussions, understandings, and agreements. Amendments to or waivers of the provisions herein shall be made by the parties in writing. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either party hereto.
- b. If any sentence, phrase, paragraph, provision or portion of this Agreement is for any reason held invalid or constitutional by any court of competent jurisdiction, such portion shall be deemed an independent provision and such holding shall not affect the validity of the remaining portions hereto.
- c. The parties acknowledge that they have freely and voluntarily entered into this Agreement and that each party has been given the opportunity to receive the advice of independent legal counsel for all negotiations in connection with this Agreement.
- d. In any action or proceeding between the parties arising out of this Agreement, the prevailing party in such action or proceeding shall be entitled to recover all costs of such action or proceeding incurred by it, including reasonable attorneys' fees, at trial and on appeal.
- e. Time shall be of the essence of this Agreement.

8. CONTROLLING LAWS.

- a. This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida, and all duly adopted ordinances, regulations and policies of the County now in effect and those hereinafter adopted.

- b. The location for settlement of any claims, controversies, or disputes, arising out of or relating to any part of this Agreement, or any breach hereof, shall be Osceola County, Florida.
- c. The parties to this Agreement agree to comply with all applicable federal, state, and local laws, ordinances, rules and regulations pertaining to the actions contemplated by this Agreement.

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

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

County: Osceola County  
Board of County Commissions  
1 Court House Square, Suite 1400  
Kissimmee, Florida 34741  
Attention: Michael J. Freilinger, County Manager

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

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

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

11. RECORD KEEPING PROCEDURES. LYNX shall keep and maintain accurate records of all services rendered in the performance of this Agreement and shall keep such records open to inspection by the County 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 County shall have access to and the right to examine any of the records.

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

13. INDEMNITY AND INSURANCE. The parties agree that the County does not operate any of the services provided by LYNX, is not responsible for the purchase or maintenance of the equipment operated by LYNX, does not employ, train or otherwise deal with any employees of LYNX and has no control over the operations of LYNX except as may be stated herein. Accordingly, LYNX hereby assumes responsibility for all claims for personal injury, including death, and property damage caused by the operation of LYNX' public transportation system, including all claims based upon the negligence or intentional acts of any LYNX employee, officer, director, contractor or other person, firm or corporation for whom LYNX may be legally responsible. LYNX agrees to indemnify and hold harmless the County from and against all such claims and to defend the County in all lawsuits wherein the County is a named defendant as a result of any such claim. The intent of this indemnity and hold harmless clause is to relieve the County from any and all liability for claims based upon the operation of LYNX' transportation systems, all in recognition of the fact that the County contracts for services from LYNX, however, has no ability to control the day to day operations of LYNX. LYNX shall maintain appropriate insurance with minimum limits of one million dollars (\$1,000,000) per occurrence for the GL coverage, statutory amounts of workers' compensation, and five million dollars (\$5,000,000) in automobile liability coverage, naming the County as an additional insured.

[Signature page to follow]

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: \_\_\_\_\_  
Linda S. Watson  
Chief Executive Officer

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

\_\_\_\_\_  
Name:  
Notary Public  
Serial Number:  
Commission Expires:

OSCEOLA COUNTY, FLORIDA

By: Board of County Commissioners

By: \_\_\_\_\_  
Ken Shipley, Osceola County Chairman

Date: \_\_\_\_\_

ATTEST: \_\_\_\_\_

As Clerk to the Board of County Commissioners

By: \_\_\_\_\_  
Deputy Clerk

APPROVED AS TO FORM AND LEGALITY

For use and reliance by the Osceola County,  
Florida, only.

\_\_\_\_\_  
County Attorney  
Osceola County, Florida

STATE OF FLORIDA  
COUNTY OF OSCEOLA

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

WITNESS my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2008

\_\_\_\_\_  
Name:  
Notary Public:  
Serial Number:  
Commission Expires:

**AGREEMENT**  
**by and between**  
**ORANGE COUNTY, FLORIDA**  
**and**  
**LYNX**

THIS AGREEMENT 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, 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, 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 County, on July 1, 1991, adopted a Comprehensive Policy Plan (the "CPP"), which calls for specific level of service improvements in public transportation; and

WHEREAS, the County recognizes the need to provide public transportation services 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, LYNX provides mass transit services within the limits of the County and contributes to the support of CPP policies; and

WHEREAS, the County recognizes the need to maintain transit services; 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

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WHEREAS, LYNX has been a transportation partner with the County in providing transportation services for *the Club*; and

WHEREAS, the County desires that LYNX continue as a transportation partner for *the Club*; and

WHEREAS, pursuant to section 337.408, Florida Statutes, the County has the authority to regulate the installation of transit shelters and benches within the right-of-way limits of any County road or non-limited-access state road within unincorporated Orange County and section 336.02 vests the County with the general superintendence and control of the county roads within the County; 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 in the exercise of that authority has the right to contract for the operation or management of any part of a public transportation system or facility, including transit shelters, transit stops and benches; and

WHEREAS, pursuant to section 343.64, Florida Statutes, LYNX has the right to contract with other governmental entities, including the County, and has the right to accept funds from other governmental sources; and

WHEREAS, LYNX and the County entered into that certain ORANGE COUNTY/LYNX CUSTOMER AMENITY AGREEMENT (the “Customer Amenity Agreement”) on May 14, 2002, granting LYNX the license to construct, maintain, and operate transit shelters, benches, parking, and other associated amenities for the use, convenience, and comfort of customers using LYNX transit services; and

WHEREAS, this Agreement provides for the development, funding, and implementation of public transportation services; and

WHEREAS, the County has budgeted funds for fiscal year 2008-2009 to support LYNX public transportation services and to support *the Club*; and

WHEREAS, at present, LYNX and the County acknowledge that the funds provided by the County to LYNX are used as the County’s support of the regional public transportation system within Orange County only. **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:



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

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

“Agreement” means this agreement and its exhibits.

“Bus Shelter” means a permanent structure located at a Bus Stop (the location of which must be approved by the Orange County Public Works Department) that provides seating for passengers with shelter from weather over the seating.

“Bus Stop” means an area within or adjacent to a right-of-way on a County road or on a non-limited-access state road within unincorporated Orange County designated by LYNX in coordination with the County, considering existing and planning future development, as the location where a bus or other transit vehicle may stop to pick up or discharge passengers.

“Contract” means any agreement between LYNX and a Contractor relating to the construction, operation, installation, maintenance of any Customer Amenity at one or more places within unincorporated Orange County.

“Contractor” means any person (non-LYNX employee) or entity retained by LYNX to construct, install, operate, or maintain Customer Amenities within unincorporated Orange County.

“Customer Amenity” means any transit shelter, transit sign, specialty paving, system map/fare information structure, transit vehicle waiting bench (i.e. bus benches) (except those bus benches placed pursuant to that certain agreement among the County and Altrusa International of Orlando-Winter Park, Inc. and various other organizations, dated July 27, 1999), leaning rail, trash receptacle, newspaper stand, landscaping, public telephone, courtesy telephone, lighting, bicycle storage, information kiosk, bus bay, reader board, computer bulletin, drinking fountain, bathroom, auto parking, informational signage, or any other item provided for the use, convenience, and comfort of customers using the transit services of LYNX as described in the Customer Amenities Manual, published by LYNX from time to time.

“Deadhead” means the vehicle miles and hours of operation incurred in non-revenue service in support of revenue service (i.e. miles and hours from the garage to the beginning of a route).

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“Fixed-Route” 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; each fixed-route trip services the same origins and destinations, unlike demand response. Include route deviation service, where revenue vehicles deviate from fixed route on a discretionary basis.

“Operating Expense (Cost)” means the expenses associated with the operation of the transit agency, and classified by function or activity and the goods and services purchased. It is the sum of “Vehicle Operations,” “Vehicle Maintenance,” “Non-Vehicle Maintenance,” and “General Administration.”

“Passenger Fares” means the revenue earned from carrying passengers in regularly scheduled service. Passenger fares include the base fare, zone premiums, express service premiums, extra cost transfers and quantity purchased discounts (weekly, monthly, student, senior, etc. passes) applicable to the passenger’s ride.

“Passenger Trips” (Unlinked Passenger Trips) means the number of fare-paying transit passengers with each person counted once per boarding.

“Public Transportation” means transportation by bus, van or other conveyance providing to the general public or special service including ADA services on a regular and continuing basis. Also known as “Mass Transit” and “Transit.” “Public Transportation” for the purposes of this Agreement shall not include light rail.

“Revenue Hours” means the hours a vehicle travels while in revenue service excluding Deadhead hours.

“Revenue Miles” means the miles a vehicle travels while in revenue service, excluding 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.

“*The Club*” means the Orange County program that provides recreational opportunities for the County’s youth throughout the County.

“Transit Shelter” has the same meaning as Bus Shelter.

“Transit Stop” has the same meaning as Bus Stop.

“Transit Transfer Station” has the same meaning as Bus Stop.

**Section 3. Funding.**

**A. General Public Transportation Services Funding**

1. The COUNTY and LYNX agree that this Agreement shall only apply to the services for the 2008-2009 budgets and that any future service and budget proposals for service in the County shall be developed by LYNX and COUNTY.

2. The COUNTY agrees to appropriate up to a maximum of thirty nine million, seven hundred sixty one thousand, two hundred thirty-five dollars (\$39,761,235) to LYNX for fiscal year 2008-2009 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 \$38,761,235 shall be for fixed route bus service, Access LYNX, and other existing services. Moreover, the base items such as unfunded Medicaid trips, fuel, health insurance and union contract increases will be accounted for and reported separately to determine if there are surpluses at the end of each fiscal year. If surpluses exist, LYNX shall submit a written notification to the COUNTY of such surpluses and schedule a meeting with COUNTY staff to discuss the treatment of such surpluses

b) The \$38,761,235 shall be paid by the COUNTY to LYNX in twelve (12) equal monthly installments by COUNTY's designated representative and shall be due on the first of each month beginning in October 2008, 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, 2008 or the execution date of this Agreement. The last payment, due September 1, 2009, may be reduced by the amount reserved for uncontrollable expenses identified in the subsection above. 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 COUNTY 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 COUNTY after the expiration of this Agreement as set forth in Section 14.

c) Up to the remaining \$1,000,000 of the \$39,761,235 shall be paid by the COUNTY to LYNX for fixed route bus service, Access LYNX, and other existing services if upon the January 2009 reconciliation of the COUNTY's FY 07-08 budgets and expenditures, the COUNTY identifies more unspent and unobligated cash than was budgeted for in its General Fund fiscal year 2009 adopted budget. The difference between the budgeted amount and the actual amount, up to \$1,000,000, shall be paid to LYNX by the COUNTY. In order to be eligible for this funding, LYNX must take action to raise bus fares by an amount that

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will generate at least \$1,000,000 in additional revenue to LYNX each fiscal year. The fare increase must be permanent and must take effect no later than January 1, 2009. No funds contingent upon this fare increase will be distributed until the fare increase takes effect. Upon approving and implementing the fare increase, LYNX shall submit written notification to the COUNTY that shall include the amount of the fare increase and a financial analysis indicating that the increase will generate at least \$1,000,000 in additional revenue to LYNX each fiscal year. Upon receipt of this notification and the COUNTY's approval of the accompanying analysis, the payment of up to \$1,000,000 shall be due from the COUNTY to LYNX within thirty (30) days.

**B. “the Club” Funding**

1) LYNX hereby agrees and acknowledge that the cost for providing transportation service to *the Club* participants shall be a fixed amount in accordance with the terms of this Agreement.

2) The COUNTY agrees to appropriate two hundred fifty-thousand dollars (\$250,000) to LYNX for fiscal year 2008-2009 for the provision of regularly scheduled fixed route transit service to participants of *the Club*, with valid identification, between the hours of 1pm-8pm on weekdays. This service shall not be available on weekends or summer break of the Orange County Public Schools.

3) The two hundred fifty-thousand dollars (\$250,000) shall be paid by the COUNTY to LYNX in twelve (12) equal monthly installments by COUNTY'S designated representative and shall be due on the first of each month beginning October 2008, 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, 2008, or the execution date of this Agreement with the last payment to be due September 1, 2009.

4) LYNX shall create, purchase, 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.

**Section 4. LYNX Reporting Requirements.**

**A. General Public Transportation Services Funding Report.** As information for the purposes of operations and management analysis, LYNX agrees to provide the Orange County Office of Management and Budget on a quarterly basis a written performance report reflecting the operations of the prior quarter (collectively referred to as “Performance

Measures”).

- 1) Each quarterly report shall include the following items:
  - a) Route map, and schedules for each route operate in Orange County.
  - b) Actual aggregate ridership by mode (Fixed Route bus, Lymmo, Access LYNX, Van Plan and special shuttles) in the form of the official LYNX Monthly Ridership Reports.
  - c) Operational Service Characteristics Report for current services provided.
  - d) Comparison of actual revenue and expenditures to budgeted revenues and expenditures with explanations for variances that exceed fifty-thousand dollars (\$50,000).
  - e) LYNX Route Performance Report which reports and ranks each route monthly based on the following:
    - i) Subsidy per passenger trip
    - ii) Passengers per trip
    - iii) Passengers per revenue hour
    - iv) Passengers per revenue mile
    - v) Percent farebox return (percent of operating cost recovered through farebox).
  - f) Current contemporaneous versions of the LYNX Regional Model. This model is used by LYNX to apportion cost based on fixed route hours and ADA client trips.
  - g) Scheduled and actual Revenue Miles.
  - h) Scheduled and actual Revenue Hours.
  - i) Schedule of unanticipated extraordinary expenses for the prior quarter.
  - j) Changes to authorized staffing.
  - k) Total training and travel expenditures for each LYNX board member and employee for the preceding three (3) month period. Information should include training event name, attendee name(s), and date(s) of travel and or training, event location, and total expenses of each trip.
  - l) Any other information the COUNTY reasonably requests.

2) Quarterly reporting periods shall end on, December 31, March 31, June 30 and September 30 and said reports shall be submitted to the County’s Office of Management and Budget and Growth Management Departments within forty-five (45) days after the end of each quarter.

3) On an annual basis, within thirty (30) days of receipt, LYNX shall provide the Orange County Office of Management and Budget with a copy of all external audits, a copy

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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.

**B. “the Club” Funding Report.** LYNX shall provide to the Orange County Parks and Recreation Division a monthly ridership report to be entitled “Special County Summary by Route” (“Report”). The Report shall be provided by using the Genfare software and shall accurately reflect the total number of trips taken by *the Club* participants between the hours of 1pm-8pm during the applicable month.

**Section 5. Construction, Placement and Maintenance of LYNX Bus Shelters and other Customer Amenities.**

**A. Use of Right-of-Way**

1) **License.** The COUNTY hereby grants LYNX the license to construct, install, maintain and operate Customer Amenities at Transit Stop sites located on rights-of-way for County roads and non-limited-access state roads, which locations must be approved by the Orange County Public Works Department and located within unincorporated Orange County provided all required permits are obtained prior to the placement of such Customer Amenities in the rights-of-way. The COUNTY acknowledges and agrees that such Customer Amenities may be constructed, installed, operated, and maintained pursuant to a Contract, but that such Contract shall not act to relieve LYNX of any of its obligations under this Agreement. LYNX shall not place any Customer Amenity on any part of any public right-of-way in a manner that would adversely affect the rights or interest of any other public or private person or entity authorized to use such right-of-way, or in a manner that would create a safety and/or traffic hazard as determined by the County Engineer or his or her designee. LYNX and COUNTY both acknowledge that, subject to appropriate agreements with the property owners, LYNX has the right to place Customer Amenities on private property within unincorporated Orange County, provided all required permits are obtained prior to placement of such Customer Amenities.

2) **Construction of Customer Amenities.** LYNX shall be responsible for the construction or installation of Customer Amenities at Transit Stop sites. LYNX shall not hinder or impede the free flow of vehicular and pedestrian traffic in the right-of-way along the Transit Stop site, and shall construct or install or shall cause its Contractor to construct or install Customer Amenities in such a manner to preserve the public safety and welfare and to cause the minimum possible disruption to traffic. LYNX shall comply or cause its Contractor to comply with all applicable statutes, ordinances, rules, and regulations governing the construction, installation, maintenance, and operation of any Customer Amenity.

3) **Specifications and Permits.** LYNX shall timely apply to any applicable

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jurisdiction, including the COUNTY and the Florida Department of Transportation, for any permits required for the construction, installation and location of any Customer Amenity (other than bus stops signs, trash receptacles, and bus benches) including sign permits, building permits and electrical permits. Subject to the permit application satisfying applicable requirements of the COUNTY, LYNX shall pay the applicable permit fees as established by resolution of the Orange County Board of County Commissioners, provided that Customer Amenities, regardless of value, shall be exempt from impact fees. LYNX shall apply for waivers or variances from setback requirements, advertising requirements and any other requirements of the Orange County Land Development Code to the extent such waivers or variances are necessary for LYNX, in its opinion, to best locate the Customer Amenity on the Transit Stop Site. Appeal of a denial of a waiver request or a request for a variance shall be processed in accordance with Orange County Code Section 30-43(1) and 30-43(3), respectively.

4) **Compliance with the Land Development Code.** To the extent not expressly waived, varied or excepted, LYNX shall comply with all provisions of the COUNTY's Land Development Code.

5) **Compliance with Construction Specifications.** Except as varied, excepted or waived, LYNX agrees that the Customer Amenities will be designed, constructed, installed and located on the Transit Stop Site in accordance with applicable governmental laws, ordinances, regulations and codes, including the Florida Building Codes, as adopted and amended by the COUNTY, the FDOT Manual of Uniform Standards of Design Construction and Maintenance of Streets and Highways, the American with Disabilities Act (ADA), and any other nationally recognized standards (e.g., specification created by the Urban Land Institute). The parties agree that notwithstanding any special design standards or criteria of any particular area in the COUNTY, the Customer Amenities may be designed so as to conform to the visual identification of LYNX.

6) **Compliance with Applicable Zoning Requirements.** A Customer Amenity shall not encroach on any sidewalk or pedestrian way between ground level and an elevation of eight (8) feet above the sidewalk or pedestrian way. Any Customer Amenity which generates revenue through advertising or any other means shall: (i) unless located on an arterial or collector road, be no closer than one-hundred (100) feet from any existing single-family neighborhood, any low density residential zoning district, and any area designated as low density residential in the Orange County Comprehensive Policy Plan, (ii) maintain a minimum four-hundred (400) feet spacing between advertising panels facing in the same direction, and (iii) shall not contain any sign or advertising copy greater in size than six (6) feet by four (4) feet equal size, opposite facing sides, provided that the sign or advertising copy may be double sided. Additionally, no Customer Amenity will contain advertising for any product that is not legally available for purchase by minors in the United States.

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7) **Submission of Standard Designs.** LYNX shall submit (and shall cause its Contractors to submit as may be applicable) to Orange County Public Works Department and Orange County Division of Building Safety its Customer Amenities Manual and any additional designs and specifications for its standard Customer Amenities within sixty (60) days of the effective date of this Agreement, and from time to time thereafter as LYNX adopts new standard designs for its various Customer Amenities, Orange County Public Works Department shall notify LYNX in writing within forty-five (45) days of such submission whether it approves the design of the Customer Amenity or Amenities to be placed in the right-of-way.

8) **Maintenance.** LYNX shall be solely responsible for the maintenance of all Customer Amenities.

9) **Right-of-Way Construction and Relocation or Removal of Customer Amenities.**

a) Should relocation of any Customer Amenities be required due to construction, repair, or maintenance of COUNTY or state facilities within the right-of-way in unincorporated Orange County (including, but not limited to roads, sidewalks, and county utilities), upon reasonable notification by the COUNTY, LYNX shall be responsible for the removal and/or relocation of such Customer Amenities and shall bear all costs for such removal and/or relocation.

b) In accordance with the requirements of this Agreement, LYNX shall have sole discretion to remove any Customer Amenity located in or adjacent to a public right-of-way, if LYNX determines such removal is necessary and appropriate in LYNX's sole discretion. LYNX shall be responsible for the removal of such, and, notwithstanding such removal, thereafter the Customer Amenity remains the property of LYNX. Upon the mutual agreement of both parties, the COUNTY may purchase such Customer Amenities from LYNX.

c) Upon expiration or termination of this Agreement without renewal, and within thirty (30) days after receipt of written notice by the COUNTY, LYNX shall begin removing and shall complete such removal within one-hundred twenty (120) days of all or a portion of the Customer Amenities from the Transit Stop Sites. LYNX shall also restore the Transit Stop Sites to substantially their original condition. LYNX shall retain ownership of the Customer Amenities. The cost of such removal and restoration shall be paid by LYNX.

10) **Termination of Existing Customer Amenities Agreement.** This Agreement terminates and supersedes the existing Orange County/LYNX Customer Amenity Agreement by and between LYNX and the County, approved by the Orange County Board of County Commissioners on May 14, 2002.

**B. Selection of Contractor: Contract Revenues**



1) LYNX shall be responsible for the selection of the Contractor to construct, install and maintain each Customer Amenity in accordance with this Agreement.

2) All revenue derived by LYNX from any and all Contracts described herein shall be deposited by LYNX in a separate account immediately upon receipt and shall not be commingled, for accounting purposes, with any other LYNX revenues and funds. All earnings on investments made with monies in the separate account shall likewise remain in the separate account. Monies in the separate account may be used by LYNX only to pay the cost of fixed route public transit services provided by LYNX in areas of unincorporated Orange County. The COUNTY may audit the separate account from time to time to determine whether LYNX is complying with this paragraph.

**Section 6. Selection of Customer Amenities Sites.**

A. **Non-County Funded Customer Amenities.** LYNX shall select each Transit Stop site and shall be responsible for ensuring compliance with all applicable local, state, or federal laws or regulations, including, but not limited to, the requirements of Chapter 14-20, Florida Administrative Code. The location of any Transit Shelter must be approved by the COUNTY prior to construction or installation of such Transit Shelter within right-of-way on a County road or on a non-limited-access state road within unincorporated Orange County.

B. **Selection of Transit Stop Sites.** LYNX shall select each Transit Stop site, including determining whether said locations are adjacent of county, state, federal, or city roads, or any portion thereof, and shall be responsible for ensuring compliance with all applicable local, state, or federal laws or regulations, subject to such waivers, variances and exceptions as have and may be approved in the future. If such Transit Stop site contains a passenger shelter (as opposed to a transit sign only), such passenger shelter site shall be determined by the mutual agreement of the parties.

**Section 7. Obligations.**

A. **LYNX Obligations.**

1) Provide its regularly scheduled fixed route transit service to *the Club* participants with valid identification between the hours of 1pm-8pm weekdays (excluding weekends and Orange County Public School summer breaks).

2) Provide the COUNTY all required ridership reports in accordance with Section 4 of this Agreement.

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3) LYNX shall request written permission from the County Administrator (or his designee) prior to implementing any of the following changes which may result in an increase or reduction of fixed route bus service hours, as defined in Section 2 of this Agreement, or more or less than two (2%) percent of said annual service hours operated in Orange County. Such approval shall not be unreasonably withheld or delays.

- a) Addition of route(s)
- b) Elimination of route(s)
- c) Combination of routes
- d) Changes to service span
- e) Change to service frequency
- f) Changes in days of operation

In making a request for any of these changes, LYNX shall provide an explanation for the reason the changes are deemed necessary.

4) LYNX shall submit an annual travel budget for all board members and senior management personnel with each annual funding request.

5) LYNX will maintain a code of ethics and a fraud policy.

6) LYNX shall provide training to new board members regarding the travel policy and procedures of the agency.

**B. COUNTY's Obligations.** Upon receipt, review and approval of the monthly invoices from LYNX, the COUNTY shall pay LYNX in accordance with the Florida Prompt Payment Act, codified at Sections 281.70 to 281.70, Florida Statutes.

**Section 8. Contractor Indemnification and Insurance.**

**A. 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. Nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent contractor, between parties, their employees, agents, subcontractors, or assigns, during or after performance of this Agreement. Each party agrees to defend, indemnify and hold harmless the other party, its officials and employees from all claims, actions, losses, suits, judgments, fines, liabilities, costs and expenses (including attorney's fee) attributable to its negligent acts or omissions, or those of its officials and employees acting within the scope of their employment, or arising out of or resulting from the indemnifying party's negligent performance under this Agreement. Nothing contained herein shall constitute a waiver of sovereign immunity or the

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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.

**B. Insurance.** Without waving its right to sovereign immunity as provided in Section 768.28, Florida Statutes, LYNX acknowledges to be self-insured for General Liability and Automobile Liability with coverage limits of \$100,000 per person and \$200,000 per occurrence, or such limited sovereign immunity limits as 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 up to the sovereign immunity limits, which the COUNTY agrees to find 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.

LYNX shall require all contractors performing work within the County right-of-way or easement areas to procure and maintain workers' compensation, commercial general liability, business auto liability and contractor's pollution liability coverage. The COUNTY and LYNX shall be listed as an additional insured on all general liability policies.

**Section 9. Amendments.** This Agreement may be amended only through a written document approved by the COUNTY's Board of County Commissioners and executed by all parties.

**Section 10. 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 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 COUNTY shall have access to and the right to examine any of the records.

**Section 11. Audit.** The Orange County Comptroller, or her success (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

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records, documents and information, whether on paper or electronic or other media as is necessary or convenient to perform the audit.

**Section 12. Public Records Act.** In accordance with Chapter 119 of the Florida Statutes (Public Records Law), any “public record” created or received by 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 and each page is clearly and conspicuously marked as such.

**Section 13. Insurance.** Each party shall acquire and maintain, in accordance with Section 8 and throughout the term of this Agreement, such general liability insurance, automobile insurance, and workers’ compensation insurance as required by their current rules and regulations.

**Section 14. Termination of Agreement.**

**A. For Cause.** If LYNX fails to fulfill any obligation hereunder or violates any material covenant, term or condition of this Agreement, the COUNTY shall give LYNX written notice of such failure or violation. If such failure or violation is not cured within thirty (30) days from the due date on which LYNX receives such notice, the COUNTY may withhold funding and/or terminate this Agreement which shall be effective upon LYNX receiving a written notice from the COUNTY to that effect or other such date as specified in the notice. If the COUNTY terminates this Agreement pursuant to this section, then LYNX shall, at its expense and in accordance with Section 5 of this Agreement, remove Customer Amenities and substantially return the sites to their original condition.

**B. For Convenience.** The COUNTY may revoke all or any part of the authorization, license and approval granted to LYNX by this Agreement at any time upon giving notice to that effect. Such revocation shall be effective upon LYNX receiving a written notice of revocation from the COUNTY or such other date specified in the notice. If the COUNTY terminates this Agreement pursuant to this subsection, then LYNX shall, if requested by the County in writing, at the expense of LYNX and in accordance with Section 5 of this Agreement, remove all Customer Amenities and substantially return the sites to their original condition.

**Section 15. 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.

**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

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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.

**Section 18. 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.

**Section 19. 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.

**Section 20. 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.

**Section 21. Signatory.** Each signatory below represents and warrants that he or she has the full power and is duly authorized by their respective party to enter into and perform this Agreement. Such signatory also represents that he or she has fully reviewed and understands the above conditions and intends to fully abide by the terms and conditions of this Agreement as stated.

**Section 22. 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 County:                      Orange County  
                                         Office of Management & Budget  
                                         201 South Rosalind Avenue, 3<sup>rd</sup> Floor  
                                         P.O. Box 1393  
                                         Orlando, Florida 32802-1393  
                                         Attn: Division Manager

With copy to:                      Orange County  
                                         Public Works Department

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4200 S. John Young Parkway  
Orlando, Florida 32839  
Attn: Director

With copy to: Orange County Growth Management Department  
201 South Rosalind Avenue, 3<sup>rd</sup> Floor  
P.O. Box 1393  
Orlando, Florida 32802-1393  
Attn: Department Director

With copy to: Orange County Attorney's Office  
201 South Rosalind Avenue, 3<sup>rd</sup> Floor  
P.O. Box 1393  
Orlando, Florida 32802-1393  
Attn: County Attorney

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

With a copy to: Central Florida Regional Transportation Authority  
455 North Garland Avenue  
Orlando, Florida 32801-1518  
Attn:

With a copy to: Akerman Senterfitt  
420 South Orange Avenue, suite 1200  
Orlando, Florida 32801  
Attn:

**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. Entirety of the Agreement.** This Agreement constitutes the entire Agreement between the parties with respect to the specific matters contained herein and shall supercede all previous discussions, understandings, and agreements. This Agreement specifically terminates the Customer Amenities Agreement, dated May 14, 2002. No material

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term, provision or condition in this Agreement may be waived, modified, or amended; and no assignment of LYNX's interests under this Agreement may occur without the express approval of the COUNTY's Board of County Commissioners.

**Section 25. Binding Agreement.** This Agreement is binding upon the parties and shall inure to their successors or assigns.

**Section 26. Effective Date.** The effective date of this Agreement is the date of its execution by the last party to execute this Agreement. The terms of this Agreement shall commence on the effective date and terminate one year after that date, unless terminated earlier in accordance with Section 14, of this Agreement.

**Section 27. 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 28. 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.

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IN WITNESS WHEREOF, the parties hereunto executed this Agreement in manner and form sufficient to bind them on the dates set forth below.

**ORANGE COUNTY, FLORIDA**

By: Board of County Commissioners

By: \_\_\_\_\_

Richard T. Crotty  
Orange County Mayor

Date: \_\_\_\_\_

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

By: \_\_\_\_\_  
Deputy Clerk

**CENTRAL FLORIDA REGIONAL  
TRANSPORTATION AUTHORITY**  
(seal)

By: \_\_\_\_\_

Linda S. Watson  
Chief Executive Officer

**STATE OF FLORIDA**  
**COUNTY OF ORANGE**

The foregoing instrument was acknowledge before me this \_\_\_\_\_ day of \_\_\_\_\_, 2008, 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.



**DRAFT 3**  
**FOR DISCUSSION PURPOSES ONLY**  
**9/17/08**

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

Approved by General Counsel  
Akerman Senterfitt

By: \_\_\_\_\_

s:\kcundiff\vm\lynx agreement revised draft(2) 9 16 08.rtf

**SERVICE FUNDING AGREEMENT  
BETWEEN SEMINOLE COUNTY AND LYNX  
FOR FISCAL YEAR 2008-2009**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2008, by and between SEMINOLE COUNTY, a charter county and a political subdivision of the State of Florida (hereinafter the "County"), and the CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY, a body politic and corporate created pursuant to Part II, Chapter 343, Florida Statutes, (hereinafter "LYNX").

**WITNESSETH**

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

WHEREAS, the County recognizes the need to provide public transit services in an efficient manner and acknowledges the benefits of increased ridership on the regional public transit system; and

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

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

WHEREAS, LYNX desires to provide mass transit services within the County, and

WHEREAS, the County desires to provide LYNX with funding to support the operation of the public transportation service within the County.

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

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.

2. LYNX SERVICE AND REPORTING REQUIREMENTS. In consideration of the funding provided by the County LYNX agrees to provide the services and reports specified in this agreement.

2.01 SERVICE REQUIREMENTS. Each service is associated with an allocation of the total amount of money to be paid by the County to LYNX under this agreement. The intent of the parties is that LYNX will provide at least the amount of service associated with each

budget allocation associated with the specific service. The parties may shift dollars from one type of service to another in order to balance the amount of money paid under this agreement with the services provided. Periodically the level of services shall be reconciled with the amount of money allocated to the services. At any time that the balance of the money remaining to be paid is projected to be significantly more or less than the amount required to pay for the balance of the remaining services, the parties shall meet and agree to an adjustment to the level of service to bring the budget allocations closer to the actual requirements. Such adjustments to the levels of service shall be documented in writing, however, need not be the subject of an amendment to this agreement. In no event shall the County be obligated to pay any additional money in the absence of a written amendment to this agreement.

2.02 REPORTING REQUIREMENTS. Beginning on February 1, 2009 and on a quarterly basis thereafter, LYNX shall provide the County a written performance report reflecting the operations of the prior quarter (collectively referred to as "Performance Measures"). Each quarterly report will include the following items:

- a. A route map, and schedule for each route operated in the County.
- b. The actual aggregate ridership by transportation mode (Fixed Route bus, Lymmo, ACCESS LYNX, Van Plan and special shuttles) in the form of the official LYNX Monthly Ridership Reports.
- c. Operational Service Characteristics Report for current services contemporaneous updates.
- d. A comparison of actual revenue and expenditures to budgeted revenues and expenditures with explanations for variances that exceed Fifty Thousand Dollars (\$50,000).
- e. LYNX Route Performance report which reports and ranks each route monthly based on the following:
  - \* Subsidy per passenger trip
  - \* Passengers per trip
  - \* Passengers per revenue hour
  - \* Passengers per revenue mile
  - \* Percent farebox return (percent of operating cost recovered through farebox)
- f. Current and contemporaneous versions of the LYNX Regional Model
- g. Scheduled and actual Revenue Miles
- h. Scheduled and actual Revenue Hours
- i. Schedule of unanticipated extraordinary expenses for the prior quarter
- j. Changes to authorized staffing
- k. Any other information the County reasonably requests

- I. An historical record describing route changes including, but not limited to:
  - i. Addition of Route(s)
  - ii. Elimination of Route(s)
  - iii. Combination of Routes
  - iv. Addition of Evening Service
  - v. Addition of Weekend Service
  - vi. Other Route Scheduling Changes
  - vii. Running Time Adjustments

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

On an annual basis, within thirty days of receipt, LYNX shall provide the County 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. FISCAL YEAR 2008-2009 FUNDING

- a. The County agrees to appropriate ~~\$X,XXX,XXX~~ to LYNX for Fiscal Year 2008-2009. The funding is to be utilized by LYNX to provide public transit services in accordance with this Agreement. Such funds appropriated in the County's FY 2008-2009 Budget shall be paid in twelve (12) equal monthly installments which shall be due and payable on the first of each month. The first such payment shall be made no sooner than October 1, 2008.
- b. LYNX agrees to utilize the funds received from the County in accordance with the terms of this Agreement and to take all reasonable and necessary actions in a timely manner to initiate, implement, and operate the Public Transportation services in accordance with the terms of this Agreement. LYNX further agrees to demonstrate such initiation, implementation, and completion of such improvements by submitting reports to the County as defined in Section 2 of this Agreement.

4. EFFECTIVE DATE. The effective date of this Agreement is October 1, 2008. The term of this Agreement is one (1) year from its effective date.

5. INTERPRETATION. The headings contained in this Agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this Agreement.

6. NEGOTIATIONS. The parties to this Agreement acknowledge that all terms of this Agreement were negotiated at arms length and that this Agreement and all documents

executed in connection herewith were prepared and executed without undue influence exerted by any party or on any party. Further, this Agreement was drafted jointly by all parties, and no parties are entitled to the benefit of any rules of construction with respect to the interpretation of any terms, conditions, or provisions of this Agreement in favor of or against any person or party who drafted this Agreement.

7. MISCELLANEOUS.

- a. This Agreement constitutes the entire Agreement between the parties with respect to the specific matters contained herein and supercedes all previous discussions, understandings, and agreements. Amendments to or waivers of the provisions herein shall be made by the parties in writing. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either party hereto.
- b. If any sentence, phrase, paragraph, provision or portion of this Agreement is for any reason held invalid or constitutional by any court of competent jurisdiction, such portion shall be deemed an independent provision and such holding shall not affect the validity of the remaining portions hereto.
- c. The parties acknowledge that they have freely and voluntarily entered into this Agreement and that each party has been given the opportunity to receive the advice of independent legal counsel for all negotiations in connection with this Agreement.
- d. In any action or proceeding between the parties arising out of this Agreement, the prevailing party in such action or proceeding shall be entitled to recover all costs of such action or proceeding incurred by it, including reasonable attorneys' fees, at trial and on appeal.
- e. Time shall be of the essence of this Agreement.

8. CONTROLLING LAWS.

- a. This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida, and all duly adopted ordinances, regulations and policies of the County now in effect and those hereinafter adopted.
- b. The location for settlement of any claims, controversies, or disputes, arising out of or relating to any part of this Agreement, or any breach hereof, shall be Orange County, Florida.
- c. The parties to this Agreement agree to comply with all applicable federal, state, and local laws, ordinances, rules and regulations pertaining to the actions contemplated by this Agreement.

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

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

County           County of Seminole  
                  1101 East First Street  
                  Sanford, FL 32771  
                  Attention: Cynthia A. Coto, County Manager

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

with a copy to:

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

with a copy to:

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

11. RECORD KEEPING PROCEDURES. LYNX shall keep and maintain accurate records of all services rendered in the performance of this Agreement and shall keep such records open to inspection by the County 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 County shall have access to and the right to examine any of the records.

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

13. INDEMNITY AND INSURANCE. The parties agree that the County does not operate any of the services provided by LYNX, is not responsible for the purchase or maintenance of the equipment operated by LYNX, does not employ, train or otherwise deal with any employees of LYNX and has no control over the operations of LYNX except as may be stated herein. Accordingly, LYNX hereby assumes responsibility for all claims for personal

injury, including death, and property damage caused by the operation of LYNX' public transportation system, including all claims based upon the negligence or intentional acts of any LYNX employee, officer, director, contractor or other person, firm or corporation for whom LYNX may be legally responsible. LYNX agrees to indemnify and hold harmless the County from and against all such claims and to defend the County in all lawsuits wherein the County is a named defendant as a result of any such claim. The intent of this indemnity and hold harmless clause is to relieve the County from any and all liability for claims based upon the operation of LYNX' transportation systems, all in recognition of the fact that the County contracts for services from LYNX, however, has no ability to control the day to day operations of LYNX. LYNX shall maintain appropriate insurance with minimum limits of one million dollars (\$1,000,000) per occurrence for the GL coverage, statutory amounts of workers' compensation, and five million dollars (\$5,000,000) in automobile liability coverage, naming the County as an additional insured.

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: \_\_\_\_\_  
Linda S. Watson  
Chief Executive Officer

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

\_\_\_\_\_  
Name:  
Notary Public  
Serial Number:  
Commission Expires:



SEMINOLE COUNTY, FLORIDA

By: Board of County Commissioners

By: \_\_\_\_\_  
Brenda Carey, Seminole County Chairman

Date: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
As Clerk to the Board of County Commissioners

By: \_\_\_\_\_  
Deputy Clerk

APPROVED AS TO FORM AND LEGALITY  
For use and reliance by the Seminole County,  
Florida, only.

\_\_\_\_\_  
County Attorney  
Seminole County, Florida

STATE OF FLORIDA  
COUNTY OF SEMINOLE

PERSONALLY APPEARED before me, the undersigned authority, Chairman Brenda Carey, and \_\_\_\_\_, well known to me and known by me to be the Seminole County Chairman of the Board and County Clerk, respectively, Seminole County, Florida, and acknowledged before me that they executed the foregoing instrument on behalf of Seminole County as its true act and deed, and that they were duly authorized to do so.

WITNESS my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2008

\_\_\_\_\_  
Name:  
Notary Public:  
Serial Number:  
Commission Expires:

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

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2008 by and between CITY OF SANFORD, a municipal corporation organized under the laws of the State of Florida (hereinafter the "City"), and the CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY, a body politic and corporate created pursuant to Part II, Chapter 343, Florida Statutes, (hereinafter "LYNX").

**WITNESSETH**

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

WHEREAS, the City recognizes the need to provide public transit services in an efficient manner and acknowledges the benefits of increased ridership on the regional public transit system; and

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

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

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

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

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

1. RECITALS. The City and LYNX hereby declare that the recitals set forth above are true and correct and are incorporated herein and made a part of this Agreement.

2. LYNX REPORTING REQUIRMENTS. As information for the purposes of operations and management analysis, LYNX agrees to provide the City on a quartile basis commencing on February 1, 2009, a written performance report reflecting the operations of the prior quarter (collectively referred to as "Performance Measures"). Each quarterly report will include the following items:

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

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

On an annual basis, within thirty days of receipt, LYNX shall provide the City with a copy of all external audits, a copy of the Comprehensive Annual Financial Report that shall

include the Report on Internal Controls, Report on Compliance with Laws and Regulations, and a copy of the management letter.

3. FISCAL YEAR 2008-2009 FUNDING

- a. The City agrees to appropriate **\$100,000, excluding ADA funding**, to LYNX for fiscal year 2008-2009. The funding is to be utilized by LYNX to provide public transit services in accordance with this Agreement. The City shall pay such funds appropriated in the City's FY 2008-2009 Budget in advance of month of operation to LYNX in (12) equal monthly installments, promptly upon receipt by the City of an invoice from LYNX for the installment for the current month. The first such payment shall be made no sooner than October 1, 2008.
- b. LYNX agrees to utilize the funds received from the City in accordance with the terms of this Agreement and to take all reasonable and necessary actions in a timely manner to initiate, implement, and operate the Public Transportation services in accordance with the terms of this Agreement. LYNX further agrees to demonstrate such initiation, implementation, and completion of such improvements by submitting reports to the City as defined in Section 2 of this Agreement.

4. EFFECTIVE DATE. The effective date of this Agreement is October 1, 2008. The term of this Agreement is one (1) year from its effective date.

5. INTERPRETATION. The headings contained in this Agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this Agreement.

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

7. MISCELLANEOUS.

- a. This Agreement constitutes the entire Agreement between the parties with respect to the specific matters contained herein and supercedes all previous discussions, understandings, and agreements. Amendments to or waivers of the provisions herein shall be made by the parties in writing. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either party hereto.
- b. If any sentence, phrase, paragraph, provision or portion of this Agreement is for any reason held invalid or constitutional by any court of competent

jurisdiction, such portion shall be deemed an independent provision and such holding shall not affect the validity of the remaining portions hereto.

- c. The parties acknowledge that they have freely and voluntarily entered into this Agreement and that each party has been given the opportunity to receive the advice of independent legal counsel for all negotiations in connection with this Agreement.
- d. In any action or proceeding between the parties arising out of this Agreement, the prevailing party in such action or proceeding shall be entitled to recover all costs of such action or proceeding incurred by it, including reasonable attorneys' fees, at trial and on appeal.
- e. Time shall be of the essence of this Agreement.

8. CONTROLLING LAWS.

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

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

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

City: City of Sanford  
300 N. Park Avenue  
Sanford, FL 32772  
Attention: Robert P. (Sherman) Yehl, City Manager

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

with a copy to:

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

with a copy to:

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

11. RECORD KEEPING PROCEDURES. LYNX shall keep and maintain accurate records of all services rendered in the performance of this Agreement and shall keep such records open to inspection by the City at reasonable hours during the entire term of this Agreement, plus three (3) years after expiration or termination of this Agreement. If any litigation, claim or audit is commenced prior to the expiration of the three (3) year period and extends beyond such period, the records shall be maintained until all litigation, including appeals, claims or audits have been concluded or resolved. Any person authorized by the City shall have access to and the right to examine any of the records.
12. FILING OF AGREEMENT. This Agreement shall be filed with the Clerk of the Circuit Court of Seminole County, Florida, or such other public official responsible under general or special law for the public records of Seminole County, Florida, in accordance with Section 163.01, Florida Statutes.

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

CENTRAL FLORIDA REGIONAL  
TRANSPORTATION AUTHORITY

(seal)

Attest

\_\_\_\_\_  
Deborah Henderson, Executive Assistant

By: \_\_\_\_\_  
Linda S. Watson  
Chief Executive Officer

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

\_\_\_\_\_  
Name:  
Notary Public  
Serial Number:  
Commission Expires:

CITY OF SANFORD, FLORIDA

By: \_\_\_\_\_

Mayor, Linda Kuhn

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Print Name

APPROVED AS TO FORM AND LEGALITY

For use and reliance by the City of Sanford,  
Florida, only.

By: \_\_\_\_\_  
City Attorney, Sanford, Florida

STATE OF FLORIDA  
COUNTY OF SEMINOLE

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

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

\_\_\_\_\_  
Name:  
Notary Public:  
Serial Number:  
Commission Expires:



## 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 - June 30, 2008

**Date:** 9/25/2008

Please find attached the monthly financial reports for the nine months ending June 30, 2008. LYNX' Statement of Revenues, Expenses, and Changes in Net Assets (Operating Statement) for the nine months ending June 30, 2008 reflect total revenue earned in the amount of \$79,037,074 and total expenses incurred in the amount of \$81,475,396 resulting in a net operating loss of \$(2,438,322).

- Fixed route and Van Pool services resulted in an operating loss of \$(1,435,122) for the nine months of the fiscal year.
- Paratransit services resulted in an operating loss of \$(1,003,200) for the nine months of the fiscal year.

### Fixed Route Operations:

The year-to-date Operating Revenues are slightly above budget at 101%. Customer fares are at 102% of the budgeted amount year-to-date and were 6% above budget for the month of June.

Due to the significant increases in fuel prices, the cost of fuel continues to run over budget by approximately 24% for the first nine months of the fiscal year. We continue to closely monitor the cost of fuel. In the past few weeks, prices for diesel fuel have declined. If this trend continues, it may give us some budgetary relief by the end of the year.

On the positive side, fixed route operating expenses for salaries and wages continue to be slightly under budget due to various vacancies. In addition, expenses related to utilities, taxes, and licenses are less than budgeted. Casualty and liability insurance expenses are 51% over budget due to the settlement of several outstanding claims over the past few months. We are not anticipating that this trend will continue throughout the last quarter of the fiscal year.

**Paratransit Operations:**

The operating loss from Paratransit operations is a result of higher than anticipated purchased transportation costs year-to-date. This is directly related to the increase in paratransit trip levels. An analysis follows:

<b>FY2008</b>	<b>Trips (Year-to-Date)</b>	<b>Trip Rate</b>	<b>Costs</b>
<b>Actual (with est.)</b>	<b>413,792</b>	<b>\$30.85</b>	<b>\$12,766,570</b>
<b>Budget (rounding)</b>	<b>375,441</b>	<b>\$30.89</b>	<b>\$11,598,705</b>
<b>Excess Trips/Costs</b>	<b>38,351</b>	<b>\$ (.04)</b>	<b>\$ 1,167,865</b>

We will continue to monitor the trip levels in order to ensure consistency with planned operating expenses and make appropriate adjustments, as needed. In addition, staff continues to oversee the operations of this program daily to ensure that the provider is in compliance with the required service performance standards and other contractual obligations.

**CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY**  
**BALANCE SHEETS**  
**JUNE 30, 2008 AND 2007**  
**(UNAUDITED)**

	<u>2008</u>	<u>2007</u>
<b>ASSETS</b>		
<b>CURRENT ASSETS:</b>		
Cash and cash equivalents	\$ 25,610,734	14,711,591
Receivables:		
Local, trade and operating assistance	5,576,454	4,528,522
Federal grants	5,065,142	5,669,781
State grants	2,296,260	3,974,691
Inventory	2,286,521	2,093,748
Prepaid expenses and other assets	668,827	821,075
Restricted cash and cash equivalents	<u>2,376,651</u>	<u>7,143,638</u>
Total current assets	<u>43,880,589</u>	<u>38,943,046</u>
<b>NONCURRENT ASSETS:</b>		
Restricted cash and cash equivalents	<u>4,371,768</u>	<u>5,905,861</u>
Property and equipment:		
Land	8,571,465	8,571,465
Buildings and shelters	63,955,372	39,867,549
Revenue vehicles	101,887,188	83,192,162
Furniture, Fixtures & Equipment	21,030,907	15,959,233
Leasehold improvements	<u>155,794</u>	<u>1,767,888</u>
Total property and equipment	195,600,726	149,358,297
Less: accumulated depreciation	(78,629,493)	(75,243,492)
Construction in progress	<u>18,977,179</u>	<u>41,174,892</u>
Net property and equipment	<u>135,948,412</u>	<u>115,289,697</u>
Other assets	<u>1,172,240</u>	<u>926,468</u>
Total noncurrent assets	<u>141,492,420</u>	<u>122,122,026</u>
<b>TOTAL ASSETS</b>	<u><u>\$ 185,373,009</u></u>	<u><u>\$ 161,065,072</u></u>

**CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY**  
**BALANCE SHEETS**  
**JUNE 30, 2008 AND 2007**  
**(UNAUDITED)**

	<u>2008</u>	<u>2007</u>
<b>LIABILITIES AND NET ASSETS</b>		
<b>CURRENT LIABILITIES:</b>		
Accounts payable	\$ 3,709,265	\$ 4,104,418
Accrued salaries and related taxes	2,056,085	1,402,542
Accrued compensated absences	3,198,711	2,954,076
Accrued self-insurance liability, current	1,082,683	1,209,079
Leases payable, current	995,290	-
SIB loans payable, current	3,081,717	1,801,635
Deferred operating revenue	12,185,358	7,303,652
Deferred capital	1,114,922	2,368,963
	<hr/>	<hr/>
Total current liabilities	27,424,031	21,144,365
	<hr/>	<hr/>
<b>NONCURRENT LIABILITIES:</b>		
Leases payable, long-term	5,916,413	-
Loans payable	12,914,638	15,897,356
Accrued self-insurance liability, long-term	2,106,897	1,754,567
	<hr/>	<hr/>
Total noncurrent liabilities	20,937,948	17,651,923
	<hr/>	<hr/>
Total liabilities	48,361,979	38,796,288
	<hr/>	<hr/>
<b>NET ASSETS:</b>		
Invested in capital assets, net of related debt	117,290,622	101,325,046
Restricted	1,261,729	3,118,000
Unrestricted	18,458,679	17,825,738
	<hr/>	<hr/>
Total net assets	137,011,030	122,268,784
	<hr/>	<hr/>
<b>TOTAL LIABILITIES AND NET ASSETS</b>	<b>\$ 185,373,009</b>	<b>\$ 161,065,072</b>
	<hr/>	<hr/>

**CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY**  
**STATEMENT OF REVENUES AND EXPENSES**  
**FOR THE MONTH OF JUNE 2008 AND THE NINE MONTHS ENDED JUNE 30, 2008**  
**(UNAUDITED)**

	Year to Date			Month of June		
	Budget	Actual	%	Budget	Actual	%
<b>OPERATING REVENUES</b>						
Customer Fares	\$ 15,748,191	\$ 16,132,038	102%	\$ 1,749,799	\$ 1,858,643	106%
Contract Services:						
Local Financial Assistance	6,704,406	6,912,122	103%	744,934	810,532	109%
Other Contractual Services	5,926,401	5,777,184	97%	658,489	764,600	116%
Advertising	1,837,503	1,601,125	87%	204,167	104,074	51%
Other Operating Income	<u>522,990</u>	<u>537,424</u>	<u>103%</u>	<u>58,110</u>	<u>81,275</u>	<u>140%</u>
 Total Operating Revenues	<u>30,739,491</u>	<u>30,959,893</u>	<u>101%</u>	<u>3,415,499</u>	<u>3,619,124</u>	<u>106%</u>
 <b>NONOPERATING REVENUES</b>						
Operating assistance grants:						
Federal	562,500	548,500	98%	62,500	55,500	89%
State of Florida	6,316,679	6,018,329	95%	705,997	668,703	95%
Local	32,952,123	30,848,473	94%	3,661,347	3,427,608	94%
Planning and other assistance grants:						
Federal - Commuter Rail Project	-	-	0%	-	-	0%
Federal - Other	9,293,013	8,023,435	86%	1,091,859	1,042,467	95%
State of Florida - Commuter Rail Project	-	-	0%	-	-	0%
State of Florida - BRT Circulator Project	-	-	0%	-	-	0%
State of Florida - Other	2,123,504	1,967,426	93%	250,438	217,219	87%
Local Matching - BRT Circulator Project	-	-	0%	-	-	0%
Local Matching - Other	143,739	-	N/A	15,971	-	N/A
Interest Income	600,003	505,066	84%	66,667	40,065	60%
Gain / (Loss) on Sale of Assets	<u>-</u>	<u>165,952</u>	<u>N/A</u>	<u>-</u>	<u>165,952</u>	<u>N/A</u>
 Total Nonoperating Revenues	<u>51,991,561</u>	<u>48,077,181</u>	<u>92%</u>	<u>5,854,779</u>	<u>5,617,514</u>	<u>96%</u>
 Total Revenues	<u>82,731,052</u>	<u>79,037,074</u>	<u>96%</u>	<u>9,270,278</u>	<u>9,236,638</u>	<u>100%</u>
 <b>OPERATING EXPENSES</b>						
Salaries and Wages	30,552,228	29,991,410	98%	3,394,692	3,192,790	94%
Fringe Benefits	16,441,731	14,649,018	89%	1,826,859	1,380,150	76%
Purchased Transportation Services	11,601,711	12,767,441	110%	1,289,079	1,467,793	114%
Fuel	9,782,415	11,843,649	121%	1,086,935	1,714,090	158%
Other Materials and Supplies	4,436,541	3,825,734	86%	492,949	414,430	84%
Professional Services	2,584,900	1,319,678	51%	354,952	166,044	47%
Other Services	3,747,313	3,059,196	82%	476,759	368,705	77%
Lease and Miscellaneous Expenses	1,866,216	961,444	52%	235,888	46,523	20%
Casualty and Liability Insurance	984,691	1,485,986	151%	117,813	255,121	217%
Utilities	1,100,488	859,385	78%	124,061	99,838	80%
Taxes and Licenses	544,616	317,734	58%	61,827	31,200	50%
Interest Expense	<u>199,467</u>	<u>394,721</u>	<u>198%</u>	<u>22,163</u>	<u>42,669</u>	<u>193%</u>
 Total Operating Expenses	<u>83,842,317</u>	<u>81,475,396</u>	<u>97%</u>	<u>9,483,977</u>	<u>9,179,353</u>	<u>97%</u>
 <b>OPERATING GAIN / (LOSS)</b>	<u>\$ (1,111,265)</u>	<u>\$ (2,438,322)</u>	<u>219%</u>	<u>\$ (213,699)</u>	<u>\$ 57,285</u>	<u>-27%</u>

**CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY**  
**FIXED-ROUTE AND VANPOOL SEGMENT**  
**STATEMENT OF REVENUE AND EXPENSES**  
**FOR THE MONTH OF JUNE 2008 AND THE NINE MONTHS ENDED JUNE 30, 2008**  
**(UNAUDITED)**

	Year to Date			Month of June		
	Budget	Actual	%	Budget	Actual	%
<b>OPERATING REVENUES</b>						
Customer Fares	\$ 14,960,660	\$ 15,272,903	102%	\$ 1,662,842	\$ 1,766,107	106%
Contract Services:						
Local Financial Assistance	6,704,406	6,912,122	103%	744,934	810,532	109%
Other Contractual Services	470,601	145,438	31%	52,289	27,954	53%
Advertising	1,837,503	1,601,125	87%	204,167	104,074	51%
Other Income	522,990	537,424	103%	58,110	81,275	140%
Total Operating Revenues	<u>24,496,160</u>	<u>24,469,012</u>	<u>100%</u>	<u>2,722,342</u>	<u>2,789,942</u>	<u>102%</u>
<b>NONOPERATING REVENUES</b>						
Operating assistance grants:						
Federal	562,500	548,500	98%	62,500	55,500	89%
State of Florida	6,316,679	6,018,329	95%	705,997	668,703	95%
Local	26,993,700	24,890,048	92%	2,999,300	2,765,559	92%
Planning and other assistance grants:						
Federal - Commuter Rail Project	-	-	0%	-	-	0%
Federal - Other	7,793,010	6,554,478	84%	925,192	906,844	98%
State of Florida - Commuter Rail Project	-	-	0%	-	-	0%
State of Florida - BRT Circulator Project	-	-	0%	-	-	0%
State of Florida - Other	2,123,504	1,967,426	93%	250,438	217,219	87%
Local Matching - BRT Circulator Project	-	-	0%	-	-	0%
Local Matching - Other	143,739	-	N/A	15,971	-	N/A
Interest Income	600,003	505,066	84%	66,667	40,065	60%
Gain / (Loss) on the Sale of Assets	-	165,952	N/A	-	165,952	N/A
Total Nonoperating Revenues	<u>44,533,135</u>	<u>40,649,799</u>	<u>91%</u>	<u>5,026,065</u>	<u>4,819,842</u>	<u>96%</u>
Total Revenues	<u>69,029,295</u>	<u>65,118,811</u>	<u>94%</u>	<u>7,748,407</u>	<u>7,609,784</u>	<u>98%</u>
<b>OPERATING EXPENSES</b>						
Salaries and Wages	30,278,043	29,739,526	98%	3,364,227	3,165,516	94%
Fringe Benefits	16,287,858	14,530,994	89%	1,809,762	1,373,317	76%
Purchased Transportation Services	3,006	871	29%	334	348	104%
Fuel	8,350,380	10,330,150	124%	927,820	1,485,062	160%
Other Materials and Supplies	4,413,888	3,815,042	86%	490,432	410,642	84%
Professional Services	2,036,996	1,144,426	56%	276,680	148,840	54%
Other Services	3,746,485	3,052,605	81%	476,667	368,705	77%
Lease and Miscellaneous Expenses	1,852,743	954,171	52%	234,391	45,236	19%
Casualty and Liability Insurance	984,691	1,485,986	151%	117,813	255,121	217%
Utilities	1,053,310	823,522	78%	118,819	97,395	82%
Taxes and Licenses	489,203	281,919	58%	55,670	27,000	49%
Interest Expense	199,467	394,721	198%	22,163	42,669	193%
Total Operating Expenses	<u>69,696,070</u>	<u>66,553,933</u>	<u>95%</u>	<u>7,894,778</u>	<u>7,419,851</u>	<u>94%</u>
<b>OPERATING GAIN / (LOSS)</b>	<u>\$ (666,775)</u>	<u>\$ (1,435,122)</u>	<u>215%</u>	<u>\$ (146,371)</u>	<u>\$ 189,933</u>	<u>-130%</u>

**CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY**  
**PARATRANSIT SEGMENT**  
**STATEMENT OF REVENUE AND EXPENSES**  
**FOR THE MONTH OF JUNE 2008 AND THE NINE MONTHS ENDED JUNE 30, 2008**  
**(UNAUDITED)**

	Year to Date			Month of June		
	Budget	Actual	%	Budget	Actual	%
<b>OPERATING REVENUES</b>						
Customer Fares	787,531	859,135	109%	\$ 86,957	\$ 92,536	106%
Contract Services:						
Local Financial Assistance	-	-	0%	-	-	0%
Other Contractual Services	5,455,800	5,631,746	103%	606,200	736,646	122%
Advertising	-	-	0%	-	-	0%
Other Operating Income	-	-	0%	-	-	0%
<b>Total Operating Revenues</b>	<b>6,243,331</b>	<b>6,490,881</b>	<b>104%</b>	<b>693,157</b>	<b>829,182</b>	<b>120%</b>
<b>NONOPERATING REVENUES</b>						
Operating assistance grants:						
Federal	-	-	0%	-	-	0%
State of Florida	-	-	0%	-	-	0%
Local	5,958,423	5,958,425	100%	662,047	662,049	100%
Planning and other assistance grants:						
Federal - Commuter Rail Project	-	-	0%	-	-	0%
Federal - Other	1,500,003	1,468,957	98%	166,667	135,623	81%
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%
<b>Total Nonoperating Revenues</b>	<b>7,458,426</b>	<b>7,427,382</b>	<b>100%</b>	<b>828,714</b>	<b>797,672</b>	<b>96%</b>
<b>Total Revenues</b>	<b>13,701,757</b>	<b>13,918,263</b>	<b>102%</b>	<b>1,521,871</b>	<b>1,626,854</b>	<b>107%</b>
<b>OPERATING EXPENSES</b>						
Salaries and Wages	274,185	251,884	92%	30,465	27,274	90%
Fringe Benefits	153,873	118,024	77%	17,097	6,833	40%
Purchased Transportation Services	11,598,705	12,766,570	110%	1,288,745	1,467,445	114%
Fuel	1,432,035	1,513,499	106%	159,115	229,028	144%
Other Materials and Supplies	22,653	10,692	47%	2,517	3,788	150%
Professional Services	547,904	175,252	32%	78,272	17,204	22%
Other Services	828	6,591	796%	92	-	N/A
Lease and Miscellaneous Expenses	13,473	7,273	54%	1,497	1,287	86%
Casualty and Liability Insurance	-	-	0%	-	-	0%
Utilities	47,178	35,863	76%	5,242	2,443	47%
Taxes and Licenses	55,413	35,815	65%	6,157	4,200	68%
Interest Expense	-	-	0%	-	-	0%
<b>Total Operating Expenses</b>	<b>14,146,247</b>	<b>14,921,463</b>	<b>105%</b>	<b>1,589,199</b>	<b>1,759,502</b>	<b>111%</b>
<b>OPERATING GAIN / (LOSS)</b>	<b>\$ (444,490)</b>	<b>\$ (1,003,200)</b>	<b>226%</b>	<b>\$ (67,328)</b>	<b>\$ (132,648)</b>	<b>197%</b>

## Monthly Report B: Ridership Report

**To:** LYNX Board Of Directors

**From:** Lisa Darnall  
CHIEF OPERATING OFFICER  
Rik Smith  
(Technical Contact)  
William Hearndon  
(Technical Contact)  
Gerardo Ocasio Reyes  
(Technical Contact)

**Phone:** 407.841.2279 ext: 6036

**Item Name:** Ridership Report

**Date:** 9/25/2008

### July 2008 Final

#### All Services (Fixed Route, Special Shuttles, Access LYNX and VanPlan) – Comparison to Prior Year

	July 2007	July 2008	Percentage +/-
Total Monthly	2,177,094	2,324,681	6.8%
Average Weekday	83,780	84,867	1.3%
Number of Weekdays	21	22	4.8%
Annual Ridership	21,493,458	22,727,221	5.7%

July 2008 experienced a system-wide ridership total of 2,324,681, showing an increase of 6.8% from the 2,177,094 boardings recorded in July 2007. Average weekday boardings are up by 1.3% (1,087 additional riders) from the previous year. **System-wide year to date ridership is 22,727,221, up by 5.7% from last year's 21,493,458.**

#### Fixed Route – Comparison to Prior Year

	July 2007	July 2008	Percentage +/-
Total Monthly	2,112,235	2,252,653	6.6%
Average Weekday	81,140	82,006	1.1%
Number of Weekdays	21	22	4.8%
Annual Ridership	20,834,754	22,043,527	5.8%

Fixed route ridership for July 2008 totaled 2,252,653, reflecting an increase of 6.6% when compared to the 2,112,235 passengers carried in July 2007. **Fixed route ridership shows an increase of 6.6% over the previous year.**



**Fixed Route – Comparison to Prior Month**

	June 2008	July 2008	Percentage +/-
Total Monthly	2,152,512	2,252,653	4.7%
Average Weekday	83,871	82,006	-2.2%
Number of Weekdays	21	22	4.8%

Comparisons of July 2008 to the prior month's boardings (June 2008) reflect an increase of 4.7% (100,141 riders). July 2008 also saw a decrease of 2.2% in the average number of passengers riding per weekday (a difference of 1,865 riders) when compared to the average weekday ridership for June 2008 of 83,871.

**Individual Fixed Route Comparison to Prior Year**

Comparisons of individual route ridership during July 2008 show seven routes to have experienced a decline in ridership greater than 10% when compared to July 2007.

While ridership on Link 300 & 303 are down, the Links 301, 302, 305, 50 & 56 are increasing in ridership and have picked up much (if not all) of those apparent decreases. Total ridership to Disney is a better indicator of service performance as route alignments have changed to such extent as to make direct comparisons by route difficult. When all Disney service is taken into account (300's, 50, & 56) there is actually an increase of 21.2% over prior year.

**Route Decreases Greater Than 10%**

- Link 2 - Colonialtown (-21.8%)
- Link 54 - Old Winter Garden Rd. (-20.9%)
- \*Link 58 - Shingle Creek (-14.0%)
- Link 53 - Story Rd./Tildenville (-13.3%)
- Link 22 - Richmond Estates (-11.6%)
- Link 32 - Union Park/Bithlo (-11.6%)
- Link 45 - Lake Mary (-10.9%)

*\*(Link 58 is 100% private sector funded)*

All the above routes are currently under efficiency review for December 2008 proposed service changes.

The final July ridership data continues to show system-wide gains. Most notable are transit emphasis corridors where LYNX has made headway improvements in the past year. In contrast, July 2008 produced 20 routes with increases of 10% or greater when compared to July 2007.

Link 204 (Clermont Express) shows an increase of 183.2% over previous year. The unprecedented demand for this route has produced significant ridership increases since January 2008. This is thought to be primarily due to the increase in fuel costs.

## LYNX Board Agenda

Link 30 – Colonial Drive Crosstown had an increase of 72.0%; this is thought to be primarily due to the increase to 30-minute headway.

Link 200 – Volusia Express shows a steady growth in ridership for the last year and is up 96.8% increase over the previous year. This is thought to be primarily due to the increase in fuel costs.

Link 8 – West Oak Ridge Road/International Drive shows a 6.3% increase over previous year. This increase correlates directly to the improvement of Link 8's headway to 10 minutes with the April 2007 service change.

Link 25 – Silver Star Road is up 26.9% increase over previous year. This increase correlates directly to the improvement of Link 25's headway to 20-minutes with the August 2007 bid change.

These results are consistent with frequency improvement requests for additional service received by Customer Service & Customer Relations, as well as with the on-board survey performed as part of the Comprehensive Operations Analysis (COA).

### **Route Increases Greater Than 10% (July 2007-July 2008)**

▪ Link 204 - Clermont Express	(+183.2%)
▪ Link 200 - Volusia Express	(+ 96.8%)
▪ Link 30 - Colonial Dr. Crosstown	(+ 72.0%)
▪ Link 5 - Link 305 - Metro West/All-Star Resort	(+ 44.3%)
▪ Link 50 - Downtown Orlando/Magic Kingdom	(+ 37.6%)
▪ Link 305 - Metro West/All-Star Resort	(+ 37.2%)
▪ Link 301 - Pine Hills/Animal Kingdom	(+ 35.3%)
▪ Link 57 - John Young Pkwy.	(+ 28.6%)
▪ Link 25 - Silver Star Rd.	(+ 26.9%)
▪ Link 10 - East U.S. 192/St. Cloud	(+ 21.7%)
▪ Link 26 - Pleasant Hill Rd./Poinciana	(+ 20.3%)
▪ Link 414 - UCF Alafaya/Waterford Lakes	(+ 20.0%)
▪ Link 43 - Central Florida Pkwy.	(+ 19.1%)
▪ Link 24 - Millenia	(+ 18.8%)
▪ Link 12 - Buenaventura LKS/Boggy Ck	(+ 18.8%)
▪ Link 36 - Lake Richmond	(+ 13.1%)
▪ Link 44 - Clarcona/Zellwood	(+ 12.3%)
▪ Link 31 - Lymmo	(+ 11.3%)
▪ Link 52 - Pine Castle/Tradeport	(+ 11.0%)
▪ Link 56 - West U.S. 192/Magic Kingdom	(+ 10.8%)

### **PickUpLine**

For July 2008, PickUpLine ridership was 685 compared to 540 one-way passenger trips in June 2008.

## LYNX MONTHLY RIDERSHIP JULY 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			992,870
All Other Links	2,219,929	2,089,631	2,065,900	2,094,176	2,035,574	2,101,067	2,069,342	2,159,087	2,061,672	2,154,279			21,050,657
Total Fixed Route	2,334,727	2,184,316	2,157,775	2,193,448	2,133,840	2,205,034	2,171,931	2,257,291	2,152,512	2,252,653			22,043,527
Special Shuttles	65	969	95	157	65	26,563	207	60	30	98			28,309
Access LYNX	51,949	46,138	44,669	47,581	46,407	51,653	52,809	53,413	52,450	54,844			501,913
VanPlan	18,772	15,782	13,584	15,808	16,330	15,767	19,004	4,334	17,005	17,086			153,472
<b>TOTAL</b>	<b>2,405,513</b>	<b>2,247,205</b>	<b>2,216,123</b>	<b>2,256,994</b>	<b>2,196,642</b>	<b>2,299,017</b>	<b>2,243,951</b>	<b>2,315,098</b>	<b>2,221,997</b>	<b>2,324,681</b>			<b>22,727,221</b>
													<b>Final</b>

## % Change From Fiscal Year 2007 To 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	9.8%	-7.9%	-8.3%	-3.2%	3.2%	5.0%	10.0%	4.2%	3.8%	11.3%			2.6%
All Other Links	10.3%	11.3%	9.3%	2.1%	9.8%	1.8%	4.4%	4.0%	1.8%	6.5%			6.0%
Total Fixed Route	10.3%	10.2%	8.3%	1.8%	9.5%	1.9%	4.6%	3.9%	1.8%	6.6%			5.8%
Special Shuttles	-14.5%	48.2%	-98.6%	-99.2%	-74.3%	1346.8%	36.2%	-97.1%	-45.5%	-82.1%			-11.5%
Access LYNX	12.1%	3.2%	3.2%	4.4%	8.9%	9.4%	17.2%	11.3%	12.0%	16.4%			9.9%
VanPlan	3.1%	-6.3%	-4.7%	-7.8%	-1.9%	-13.9%	7.4%	-75.9%	8.5%	-0.6%			-9.7%
<b>TOTAL</b>	<b>10.2%</b>	<b>10.0%</b>	<b>7.8%</b>	<b>0.9%</b>	<b>9.3%</b>	<b>3.0%</b>	<b>4.9%</b>	<b>3.3%</b>	<b>2.1%</b>	<b>6.8%</b>			<b>5.7%</b>

## Fiscal Year 2007

<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	104,537	102,808	100,230	102,502	95,244	99,012	93,260	94,228	87,540	88,422	109,469	99,154	1,176,406
All Other Links	2,012,423	1,877,646	1,890,701	2,051,408	1,853,218	2,063,828	1,982,224	2,076,640	2,025,080	2,022,569	2,213,983	2,029,694	24,099,414
Total Fixed Route	2,117,655	1,981,639	1,991,847	2,155,035	1,949,425	2,163,897	2,076,637	2,172,185	2,114,199	2,112,235	2,324,994	2,130,216	25,289,964
Special Shuttles	76	654	6,656	19,711	253	1,836	152	2,054	55	547	65	289	32,348
Access LYNX	46,337	44,688	43,297	45,565	42,633	47,231	45,066	47,970	46,831	47,118	50,279	43,563	550,578
VanPlan	18,202	16,852	14,252	17,147	16,640	18,314	17,688	18,016	15,669	17,194	19,506	15,885	205,365
<b>TOTAL</b>	<b>2,182,270</b>	<b>2,043,833</b>	<b>2,056,052</b>	<b>2,237,458</b>	<b>2,008,951</b>	<b>2,231,278</b>	<b>2,139,543</b>	<b>2,240,225</b>	<b>2,176,754</b>	<b>2,177,094</b>	<b>2,394,844</b>	<b>2,189,953</b>	<b>26,078,255</b>

## LYNX AVERAGE DAILY JULY 2008

Service Mode	Day	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	YEARLY AVG
LYMMO	Wkday	4,579	3,958	3,994	3,649	4,279	4,283	4,251	3,973	3,905	3,933			4,080
	Sat	1,391	1,686	1,349	1,871	1,144	1,791	1,267	1,495	1,148	1,059			1,420
	Sun	979	964	873	1,044	958	1,015	1,000	833	847	920			943
All Other Links	Wkday	81,900	81,804	79,436	65,454	80,109	79,755	79,049	82,278	79,966	78,073			78,782
	Sat	53,826	55,442	58,227	40,452	56,171	54,404	52,730	55,274	55,003	56,057			53,758
	Sun	30,230	29,919	30,640	29,816	31,819	30,580	29,398	31,314	32,102	33,102			30,892
Total Fixed Route	Wkday	86,479	85,762	83,430	69,103	84,388	84,038	83,300	86,251	83,871	82,006			82,863
	Sat	55,216	57,128	59,576	42,323	57,315	56,195	53,997	56,769	56,151	57,115			55,179
	Sun	31,209	30,883	31,513	30,860	32,777	31,595	30,398	32,146	32,949	34,022			31,835
Access LYNX	Wkday	2,047	1,869	1,780	1,854	1,964	2,143	2,161	2,144	2,221	2,158			2,034
	Sat	839	834	909	827	847	913	908	914	913	893			880
	Sun	380	419	549	406	443	415	410	420	431	412			428
VanPlan	Wkday	764	667	597	648	731	586	798	158	759	703			641
	Sat	151	131	114	114	124	77	180	623	129	106			175
	Sun	149	145	96	113	122	81	180	136	112	123			126
TOTAL LYNX SERVICES	Wkday	89,290	88,299	85,807	71,605	87,083	86,768	86,259	88,553	86,850	84,867			85,538
	Sat	56,206	58,093	60,599	43,263	58,286	57,186	55,085	58,306	57,193	58,113			56,233
	Sun	31,738	31,446	32,158	31,379	33,342	32,091	30,988	32,701	33,492	34,557			32,389
														Final

## % Change From Fiscal Year 2007 TO Fiscal Year 2008

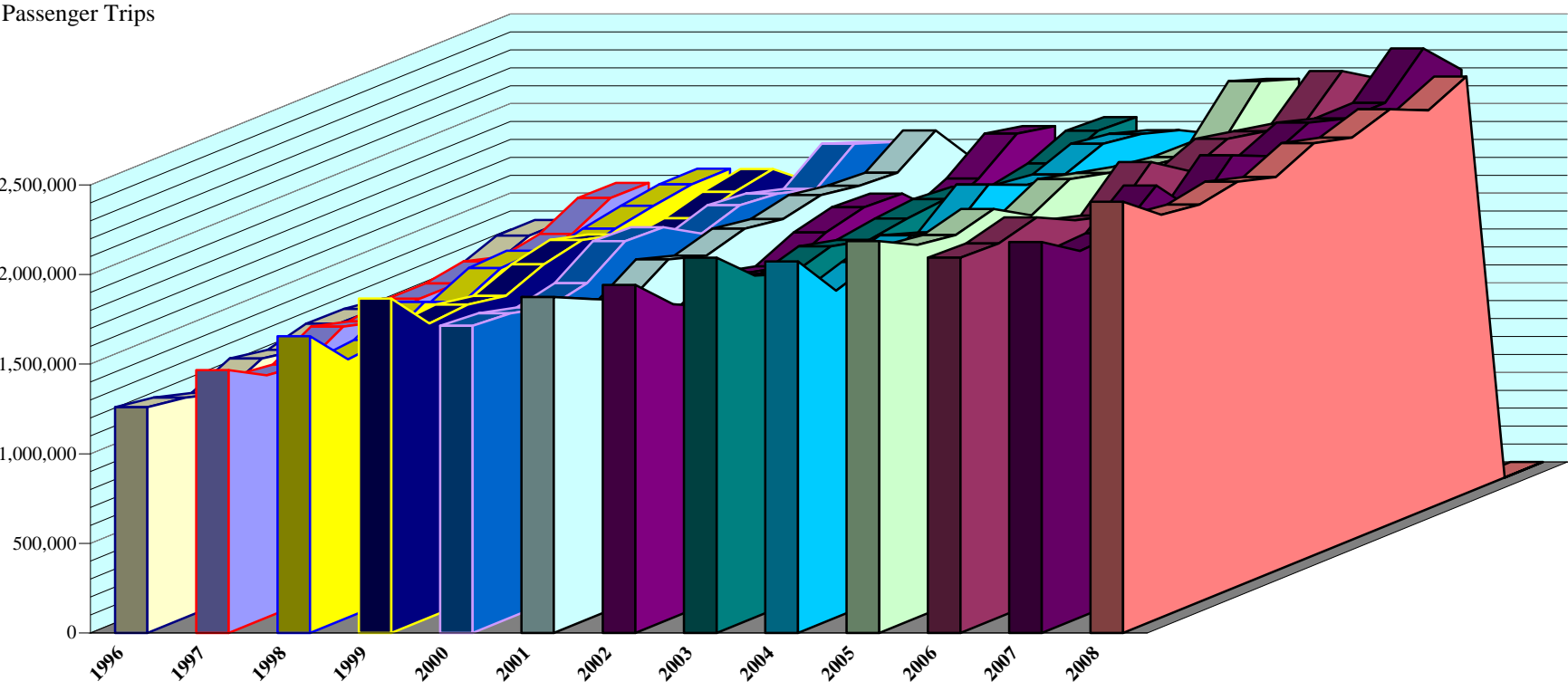
Service Mode	Day	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	YEAR
LYMMO	Wkday	19.8%	-8.8%	-8.1%	-12.2%	4.6%	5.7%	9.1%	1.0%	2.8%	4.7%			-0.3%
	Sat	25.0%	-8.7%	-26.0%	14.5%	-54.3%	35.1%	-28.8%	37.0%	16.7%	-8.6%			-3.9%
	Sun	30.0%	11.8%	26.4%	13.9%	11.3%	25.8%	16.0%	24.8%	20.3%	12.4%			13.7%
All Other Links	Wkday	7.1%	10.6%	8.4%	-14.9%	4.6%	4.5%	1.8%	5.4%	2.3%	0.9%			1.9%
	Sat	7.4%	17.1%	11.8%	-24.5%	9.5%	3.7%	1.3%	5.0%	4.7%	6.5%			2.7%
	Sun	6.4%	12.2%	13.7%	2.5%	8.7%	3.6%	1.6%	3.9%	5.1%	5.5%			4.6%
Total Fixed Route	Wkday	7.7%	9.5%	7.4%	-14.8%	4.6%	4.6%	2.2%	5.2%	2.3%	1.1%			1.7%
	Sat	7.8%	16.1%	10.5%	-23.4%	6.5%	4.5%	0.3%	5.7%	4.9%	6.2%			2.5%
	Sun	7.0%	12.1%	14.0%	2.8%	8.7%	4.2%	2.0%	4.3%	5.5%	5.7%			4.8%
Access LYNX	Wkday	8.1%	2.4%	2.4%	4.2%	3.0%	12.9%	13.7%	14.2%	12.0%	13.2%			8.1%
	Sat	15.4%	8.3%	13.5%	6.3%	5.7%	14.0%	11.3%	15.5%	8.5%	7.8%			9.1%
	Sun	3.4%	15.3%	4.1%	19.7%	33.2%	21.0%	10.9%	13.0%	14.2%	1.7%			11.9%
VanPlan	Wkday	-0.4%	-7.8%	-4.8%	-9.6%	-6.0%	-25.3%	2.6%	-78.6%	8.4%	-4.1%			-13.7%
	Sat	-9.9%	-5.4%	-5.3%	8.6%	-16.2%	-39.0%	9.5%	354.8%	8.6%	-17.9%			32.4%
	Sun	13.2%	51.3%	0.0%	86.8%	-2.8%	-21.7%	32.0%	32.8%	-3.5%	13.5%			23.4%
TOTAL LYNX SERVICES	Wkday	7.6%	9.2%	7.2%	-14.3%	4.5%	4.5%	2.4%	4.7%	2.6%	1.3%			1.7%
	Sat	7.9%	16.0%	10.5%	-22.9%	6.5%	4.5%	0.5%	6.7%	4.9%	6.1%			2.6%
	Sun	7.0%	12.3%	13.8%	3.2%	9.0%	4.3%	2.2%	4.5%	5.5%	5.7%			5.0%

## Fiscal Year 2007

Service Mode	Day	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	AVG DAILY FOR YEAR
LYMMO	Wkday	3,822	4,339	4,348	4,154	4,089	4,053	3,897	3,933	3,800	3,756	4,384	4,554	4,094
	Sat	1,112	1,847	1,824	1,634	2,505	1,326	1,780	1,091	984	1,158	1,139	1,341	1,478
	Sun	753	862	691	917	861	807	862	667	704	818	1,023	989	829
All Other Links	Wkday	76,466	73,964	73,310	76,915	76,596	76,289	77,641	78,033	78,177	77,384	80,756	82,634	77,347
	Sat	50,102	47,340	52,073	53,614	51,287	52,459	52,047	52,636	52,559	52,646	56,873	54,739	52,365
	Sun	28,401	26,676	26,948	29,097	29,279	29,504	28,944	30,140	30,536	31,363	32,467	31,197	29,546
Total Fixed Route	Wkday	80,304	78,316	77,669	81,069	80,685	80,342	81,538	81,966	81,977	81,140	85,140	87,188	81,445
	Sat	51,214	49,187	53,897	55,248	53,792	53,785	53,827	53,727	53,543	53,804	58,012	56,080	53,843
	Sun	29,154	27,538	27,639	30,014	30,140	30,311	29,806	30,807	31,240	32,181	33,490	32,186	30,376
Access LYNX	Wkday	1,893	1,825	1,739	1,780	1,907	1,899	1,901	1,877	1,983	1,906	1,975	1,892	1,881
	Sat	727	770	801	778	801	801	816	791	842	828	867	855	806
	Sun	367	363	527	339	332	343	369	372	378	405	406	391	383
VanPlan	Wkday	767	723	627	717	777	785	779	742	700	734	814	749	743
	Sat	168	139	120	105	148	127	164	137	119	129	124	107	132
	Sun	132	96	96	61	126	104	136	102	116	108	71	76	102
TOTAL LYNX SERVICES	Wkday	82,964	80,864	80,035	83,566	83,369	83,026	84,218	84,585	84,660	83,780	87,929	89,828	84,069
	Sat	52,108	50,096	54,818	56,131	54,741	54,713	54,807	54,655	54,503	54,761	59,002	57,042	54,781
	Sun	29,653	27,997	28,262	30,414	30,598	30,758	30,312	31,281	31,734	32,694	33,967	32,653	30,860

Link No	Route	FY 2007 Average Monthly Ridership	Jun-2008	% Change from Jun 08 to Jul 08	Jul-2008	% Change From Previous Year	Change Jul 2008 From FY 2007 Average Monthly Ridership
1	N Orange Ave./Altamonte Mall	16,657	14,345	2.7%	14,736	-0.3%	-11.5%
2	Colonialtown	3,905	2,821	5.0%	2,962	-21.8%	-24.1%
3	Lake Margaret	18,703	16,075	-1.4%	15,855	-9.2%	-15.2%
4	South U.S. 441/Kissimmee	152,966	150,704	4.0%	156,696	-0.3%	2.4%
5	Lake George/Fort Gatlin	4,587	5,406	4.1%	5,630	44.3%	22.7%
6	Dixie Belle	16,280	16,027	4.5%	16,743	8.4%	2.8%
7	S. Orange Ave./Florida Mall	25,526	24,800	4.8%	25,984	3.3%	1.8%
8	W. Oak Ridge Rd./Int'l Dr.	174,381	197,516	2.8%	203,002	6.3%	16.4%
9	N. Orange Ave./Rosemont	30,304	28,164	-1.2%	27,817	-4.4%	-8.2%
10	East U.S. 192/St. Cloud	21,799	23,716	4.7%	24,834	21.7%	13.9%
11	S. Orange Ave./OIA	33,788	32,419	4.1%	33,764	1.6%	-0.1%
12	Buenaventura Lks/Boggy Ck	7,409	6,020	10.8%	6,671	18.8%	-10.0%
13	University of Central Florida	33,886	31,421	6.0%	33,316	3.9%	-1.7%
14	Princeton Street/Plymouth Apts.	5,984	5,777	-5.9%	5,438	-0.2%	-9.1%
15	Curry Ford Rd./V.C.C. East	45,479	41,406	1.3%	41,934	1.9%	-7.8%
16	College Park/The Meadows	10,005	8,172	-8.9%	7,441	-1.7%	-25.6%
17	North U.S. 441/Apopka	50,906	47,854	1.7%	48,672	4.1%	-4.4%
18	S. Orange Ave./Kissimmee	37,854	37,789	4.0%	39,319	8.8%	3.9%
19	Richmond Heights	29,829	24,768	-2.0%	24,261	-8.6%	-18.7%
20	Malibu/Pine Hills	66,345	58,507	-1.4%	57,664	-7.4%	-13.1%
200	Volusia Express	1,005	1,489	25.6%	1,870	96.8%	86.0%
204	Clermont Express	959	3,019	21.5%	3,667	183.2%	282.6%
209	UCF/Downtown Orlando Late Night Shuttle	96	N/A	N/A	N/A	N/A	-100.0%
21	Carver Shores/Tangelo Park	84,144	80,777	4.4%	84,324	-6.0%	0.2%
22	Richmond Estates	26,363	22,007	-5.9%	20,705	-11.6%	-21.5%
23	Winter Park/Forest City	24,612	23,818	3.7%	24,709	8.8%	0.4%
24	Millenia	11,238	11,146	16.4%	12,979	18.8%	15.5%
25	Silver Star Rd.	72,149	84,371	-1.5%	83,105	26.9%	15.2%
26	Pleasant Hill Rd./Poinciana	17,047	19,764	2.1%	20,173	20.3%	18.3%
27	Plant St./Oakland	7,712	7,227	1.9%	7,363	3.0%	-4.5%
28	E. Colonial Dr./Azalea Park	43,816	40,984	3.4%	42,366	-2.6%	-3.3%
29	E. Colonial Dr./Goldenrod	41,444	37,914	3.9%	39,387	-8.0%	-5.0%
30	Colonial Dr. Crosstown	51,632	73,263	5.7%	77,447	72.0%	50.0%
300	Downtown Orlando/Hotel Plaza	2,671	2,098	4.0%	2,182	-7.1%	-18.3%
301	Pine Hills/Animal Kingdom	2,867	3,339	8.6%	3,627	35.3%	26.5%
302	Rosemont/Magic Kingdom	3,487	3,700	-0.2%	3,694	-3.5%	5.9%
303	Washington Shores/Disney-MGM	3,417	2,729	9.0%	2,975	-3.2%	-12.9%
304	Rio Grande/Vistana Resort	3,855	3,973	4.7%	4,158	0.9%	7.9%
305	Metro West/All-Star Resort	727	1,380	7.0%	1,476	37.2%	103.0%
31	Lymmo	97,015	90,840	8.3%	98,374	11.3%	1.4%
32	Union Park/Bithlo	4,786	4,414	-4.8%	4,204	-11.6%	-12.2%
34	Sanford/Goldsboro	7,925	7,601	9.5%	8,322	9.4%	5.0%
36	Lake Richmond	22,385	21,448	2.9%	22,079	13.1%	-1.4%
37	Park Promenade Plaza/Florida Mall	69,425	71,871	6.7%	76,693	6.9%	10.5%
38	Downtown Orlando/Int'l Dr.	16,024	16,938	0.6%	17,042	1.5%	6.4%
39	U.S. 17-92/Sanford	63,386	64,855	3.5%	67,125	8.1%	5.9%
40	Americana/Universal Orlando	40,660	40,576	12.4%	45,601	4.2%	12.2%
405	Apopka Circulator	2,996	6,633	-6.5%	6,205	8.7%	107.1%
41	S.R. 436 Crosstown	127,446	134,293	2.2%	137,306	4.3%	7.7%
414	UCF Alafaya/Waterford Lakes	2,589	6,235	6.3%	6,627	20.0%	156.0%
42	International Dr./OIA	84,314	85,356	6.1%	90,576	1.2%	7.4%
43	Central Florida Pkwy.	13,813	15,436	9.3%	16,871	19.1%	22.1%
44	Clarcona/Zellwood	16,615	16,551	-1.7%	16,267	12.3%	-2.1%
442	Clarcona/Zellwood	N/A	2,552	0.8%	2,573	N/A	N/A
45	Lake Mary	4,924	4,942	0.0%	4,943	-10.9%	0.4%
46	W. S.R. 46/Seminole Towne Ctr.	13,925	13,566	0.6%	13,653	-2.0%	-2.0%
47	Oviedo	4,259	4,091	8.0%	4,419	-0.6%	3.8%
48	W. Colonial Dr./Park Promenade	48,736	45,655	1.0%	46,113	-1.7%	-5.4%
49	W. Colonial Dr./Pine Hills	50,215	43,709	-1.8%	42,912	-4.1%	-14.5%
50	Downtown Orlando/Magic Kingdom	42,306	61,271	13.3%	69,393	37.6%	64.0%
51	Conway/OIA	33,840	31,691	2.2%	32,376	4.6%	-4.3%
52	Pine Castle/Tradeport	5,590	5,826	-2.4%	5,684	11.0%	1.7%
53	Story Rd./Tildenville	8,859	7,555	-7.7%	6,974	-13.3%	-21.3%
54	Old Winter Garden Rd.	14,185	10,632	4.0%	11,055	-20.9%	-22.1%
55	West U.S. 192/Orange Lake	43,455	52,170	10.3%	57,558	7.1%	32.5%
56	West U.S. 192/Magic Kingdom	43,294	54,256	10.0%	59,672	10.8%	37.8%
57	John Young Pkwy.	17,104	20,470	9.6%	22,438	28.6%	31.2%
58	Shingle Creek	2,254	1,800	12.6%	2,026	-14.0%	-10.1%
99	Farebox Errors	17,677	12,574	111.5%	26,600	22.8%	50.5%
Total		2,105,832	2,152,512	4.6%	2,250,627	6.5%	6.9%

**LYNX Ridership Growth - All Modes**



## Monthly Report C: Planning and Development Report

**To:** LYNX Board Of Directors

**From:** Lisa Darnall  
CHIEF OPERATING OFFICER  
Belinda Balleras  
(Technical Contact)  
Doug Jamison  
(Technical Contact)  
Rik Smith  
(Technical Contact)

**Phone:** 407.841.2279 ext: 6036

**Item Name:** Planning & Development Monthly Report

**Date:** 9/25/2008

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### Coordination

The implementation of the August 17, 2008 service changes ran smoothly. Public hearings for the December service changes were held September 16, 17 and 23. The public comment information will be presented to the Board of Directors at the September 25, 2008 Board meeting and recommendations will be presented for approval at the October 23, 2008 Board meeting.

Staff attended the August 20, 2008 South Lake Toho Working Group meeting hosted by Osceola County Comprehensive Planning Services. This meeting was a workshop format and issues relating to how the group wanted to see the urban area developed were presented. Staff recommended incorporating transit services into the initial design including transit oriented development, dedicated transit lanes capable of upgrade to rail, and consideration for generation of operations funding.

Staff has reviewed and/or commented on the following projects, and attended meetings related to these projects.

### Developments of Regional Impact

International Corporate Park DRI Modification to application for Development Approval of a Substantial Deviation to an Approved DRI – (Orange)

- Project is part of the larger Innovation Way Project
- Project is heavily transit dependent. As such, LYNX and the East Central Florida Regional Planning Council both made comments

#### North Point DRI/NOPC (Lake Mary, Seminole County)

- Project is located in Lake Mary in the North Point Business Park that is located west of Lake Emma Road and south of Lake Mary Boulevard.
- LYNX had previously obtained the funding for the purchase of two vanpool vehicles and 1 year maintenance
- The developer is also required to fund an additional 3 years of service

#### Rybolt Park Development of Regional Impact (Orange County)

- Project is located north of Lake Pickett Road, west of Chuluota Road and south of the Seminole/Orange County line.
- No LINKS currently serve this proposed project

#### Sugarloaf Mountain DRI/NOPC (Lake County)

- Project is generally located north of CR 561A, south of CR 455 and west of Lake Apopka
- LYNX encouraged use of the Clermont Express/Link 204 and installation of a shelter on the north side of SR 50 where it intersects with CR 455

#### City of Orlando

- LYNX staff has been working closely with city staff on various development orders for transit related improvements to include shelters, bus pullout bays, etc.

#### City of Kissimmee

- LYNX staff has been working with city staff and consultants for the design of the bus pullout bay at the Osceola Square Mall and the Kissimmee Transfer Center

### **Roadway projects**

LYNX has also commented and coordinated on the following roadway projects:

FDOT Project # 422088-1-52-01 Milling and Resurfacing of SR 438 (Silver Star Road) from CR 437 to Ridgefield Avenue

- LYNX provided comments concerning the movement of stops for construction and maintenance of traffic patterns. Since this project will be taking place entirely within the confines of the existing roadway, no amenities were requested

FDOT Project # 422033-1-52-01 Milling and Resurfacing of State Road 530 from Interstate 4 to SR 417

- LYNX provided comments concerning the movement of stops for construction and maintenance of traffic patterns. Since this project will be taking place entirely within the confines of the existing roadway, no amenities were requested.

FDOT Project # 240196-1-52-01 Widening of US 17-92 from south of Shepard Avenue to north of Lake Mary Boulevard

- Significant comments had already been submitted for this project previously. At least one bus pullout bay as well as curb and sidewalk will be installed. Additional comments were movement of bus stops for construction, maintenance of traffic patterns and installation of ADA compliant landing pads at all bus stops within the corridor.



## **Geography Network**

The main page and the three web applications are currently available on LYNX Geography Network. The application has been utilized 959 times between July 1 and July 30, 2008 and 904 times between August 1 and August 31, 2008. The new Trip Planner application is utilizing a webbase ArcIMS service and not included in this count.

## **GIS**

LYNX' GIS database was updated with the route information for August 2008 service changes. GPS locations for the new bus stops have been exported to Trapeze FX database. Route information was updated in all LYNX Geography Network Services. School and Bus Station information was updated for LYNX' Points of Interest (POI) data. The trip planner map service was updated for better display at different zoom in levels.

LYNX GIS staff is working with Orange County GIS Data Administrator to establish a consistent structure for GIS data updates for InfoMap – Orange County Interactive Web Mapping Application.

Maps were composed and distributed to the regional jurisdiction and elected officials in support of the public hearings and proposed service changes scheduled for December 2008.

GIS staff attended the July meeting for the joint project between University of Florida GeoPlan Center, East Central Florida Regional Planning Council (RPC) and University of Florida, FDOT District 5 and the MPOs in the 10 county area covered by RPC. The project is to produce two future land use scenarios for a 10 county region in Central Florida illustrating potential growth patterns in 2015, 2025, 2030, and 2035 around transit corridors along future commuter rail, using a land use model called LUCIS (Land Use Conflict Identification Strategy).

GIS staff started working with the regional partners on the Partners for Structures layer project funded under the USGS Assistantship program grant. Two meetings between the partners took place on July 27<sup>th</sup> and August 10<sup>th</sup>. All parties have agreed on the proposed project schedule and data delivery format. Extensive research on the possible integration with current National and State databases took place so the proposed file structure would provide for the necessary connections. The partnering counties have started the updates of the existing facility files. Part of the project is to make the data available for search and distribution through the national Geospecial One Stop database.

## **Model Orlando Regionally Efficient - Travel Management Coordination Center (MORE-TMCC)**

The Final Report for Phase I was submitted on September 30, 2008 to the Federal Transit Administration. This required deliverable is a summary report of work performed during Phase I and includes “lessons learned.” Staff also attended the National Rural ITS Conference, a meeting required by the project. Representatives from each of the eight project sites were requested to attend and share information from each project with the attendees.

### **Job Access and Reverse Commute Program and New Freedom Program (JARC/NFP)**

The Planning and Development Division will submit applications in September to the Federal Transit Administration for projects that have gone through a local competitive selection process. LYNX is the designated recipient for funding in the large urbanized area of Orlando and the application includes a number of projects for transportation services designed to get individuals with lower incomes to jobs and job-related activities. LYNX also competed for statewide Job Access and Reverse Commute Program and New Freedom Program funds, made available at the FDOT district level, for projects that benefit residents of rural and small urbanized areas, such as Kissimmee, the only small urbanized area served by LYNX. These funds will be used for a number of projects, including those provided by a number of human service agencies, that will help get individuals with lower incomes to jobs and job related activities and individuals with disabilities to gain access to new mobility options that go beyond the requirements of the Americans with Disabilities Act of 1990.

### **Local Coordinated Transportation Planning Meeting**

LYNX will host a meeting of representatives from human service agencies that meet the needs of the elderly, individuals with disabilities, and individuals with lower incomes on Tuesday, September 30, 2008 from 9:00 until 12:00 noon at LYNX Central Station.

As the CTC in this area, as well as the designated recipient of Federal funding for Orlando under two Federal programs, the Job Access and Reverse Commute Program and the New Freedom Program (JARC/NFP), LYNX is responsible for ensuring development of a local coordinated public transit/human services transportation plan. This plan was developed in 2007 and was subsequently integrated into the Transportation Disadvantaged Service Plan (TDSP). The TDSP, required by the Florida Commission for the Transportation Disadvantaged, reflects LYNX' commitment to maintain and improve transportation services for the transportation disadvantaged and serves as a framework for performance evaluation and now also serves as the locally developed public transit/human services transportation plan for the LYNX service area.

The purpose of this meeting will be to review the funding priorities developed in 2007 to ensure stakeholder support of and commitment to projects funded under JARC and NFP.

### **Veterans Transportation Issues**

As the designated Community Transportation Coordinator for Orange, Seminole, and Osceola counties, LYNX hosted a meeting on Thursday, September 4, 2008 from 1-3 pm at LYNX Central Station for individuals who represent veterans' interests here in Central Florida to discuss national transportation initiatives that may have an impact on transportation options available for veterans throughout the country, including the many that live in Central Florida, as well as ways we might work more closely together to ensure that the mobility needs of veterans and their families are being met. LYNX is seeking information on transportation-related issues related to veterans, which may include:

- Reduced availability of transportation volunteers due to high fuel costs
- Limited availability of wheelchair-accessible vehicles
- Increased demand for transportation services to meet health-care and job-related needs
- LYNX service changes

## **Senior Resource Alliance Project**

The Senior Resource Alliance, funded by a grant from Winter Park Health Foundation and in collaboration with LYNX, the Independent Transportation Network (ITN) Orlando, Community Care Teams, and other local partners, is in the final stages of developing a plan for increasing transportation options for the elderly and other transportation disadvantaged individuals within the Winter Park, Maitland and Eatonville areas. LYNX has assisted in this effort by providing planning, mapping, and service development expertise.

## **Shelters and Related Passenger Amenities**

Staff is currently working on site selection for Oakridge Road and Silver Star Road. The Oakridge Road corridor has the potential for approximately 27 shelters and Silver Star close to 30-35 shelters. Work is ongoing with the City of Orlando for 2 bus shelters at Orange and Michigan, with no cost to LYNX. LYNX is working with the Florida Mall to refurbish the existing Superstop. Staff is working on two shelters for Eatonville as well as additional shelters with the City of Orlando, one of which will be located at the Beardall Senior Center and the other at Orlando Housing Authority. A shelter is also in the works along International Drive across from Red Lobster.

The City of Winter Park has installed the first shelter on New York Avenue at the Farmers Market. As part of the new Link 102, LYNX is working to obtain the needed transit license agreements for the Winter Park-specific shelters. It is anticipated that 7 shelters will be installed as part of this project by December 2008.

As part of the new Link 103 (Fernwood Blvd/Oxwood Road to Seminole Center), LYNX is in the initial stages of discussions for shelter installations within the corridor. It is anticipated that 6 of these shelters within the unincorporated Seminole County areas will be installed by Signal Outdoor advertising. In addition, 7 new shelters will be installed and 4 existing shelters will be refurbished within Casselberry and Longwood. LYNX is currently working with both cities to have each municipality fund at the minimum the trash pick-up for these shelters. LYNX is working with the City of Sanford on the refurbishment of 2 existing shelters

LYNX is working on site design, engineering and permitting-related tasks for the Kissimmee Transfer station. Discussions are ongoing with Osceola Square Mall to retrofit the stop currently located at the mall into a two bus pullout bay facility.

## Monthly Report D: Government Relations Report

**To:** LYNX Board Of Directors

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

**Phone:** 407.841.2279 ext: 6064

**Item Name:** Legislative Update

**Date:** 9/25/2008

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### **Federal News**

Congress has been out of session the entire month of August, and the vast majority of Members of Congress and the Senate have been out of Washington.

Given this situation, nothing legislative has occurred in DC since the last report. To recap where the LYNX legislative agenda currently is, the Senate has marked up the bill that funds the Federal Transit Administration – the Fiscal Year 2009 Transportation, HUD Appropriations bill. That bill includes an earmark of \$3 million for LYNX for bus purchases. The bill also includes \$8 million for the expansion of the LYMMO system in downtown Orlando.

The Senate bill has not yet been considered on the Senate floor. In the House, the Appropriations Committee has not marked up its version of the FY 2009 Transportation, HUD bill.

When Congress returns in September, it will only be in session for three or four weeks before adjourning for the elections. It is not expected that Congress will complete action on the Transportation, HUD Appropriations bill. Instead, Congress will pass a Continuing Resolution to keep the government running. The Continuing Resolution will start at the beginning of the fiscal year, which is October 1, and will run until early next year. In this way, the new President will be involved in the budget process.

A Continuing Resolution keeps the federal agencies operating at a low level and does not permit them to initiate new programs.

**It is important to note, a Continuing Resolution does not include earmarks.**

We believe that when Congress takes up action on the FY 2009 Appropriations bills next year, they will start with the versions of the bills as they are now. That means the \$3 million earmark for bus purchases and the \$8 million for the LYMMO expansion will be in the bill next year. We will continue to work with the Central Florida delegation to ensure this result.

H.R. 6052, which passed the House by an overwhelming vote of 322-98, would authorize FTA to make grants to transit properties for operating expenses, primarily increased fuel costs. It should be noted that the bill only allows FTA to make the grant. To get the monies released, Congress would also have to pass an appropriations measure with this funding included.

We do not believe the Senate will pass the bill. There is not enough time for the bill to get through the process. Also there is little interest on the part of the Senate leadership to pass the bill. Finally, it would be opposed by the President as a "budget buster." We believe there is a greater chance that a similar bill will pass next year.

### **State News**

In Tallahassee it looks like there will be a \$1.5 billion shortfall and Governor Crist has formally requested from lawmakers and received \$672.4 million out of the state's reserve funds to keep government going over the next two months. When legislators meet again in November, they will have to patch the remainder of the state's shortfall (\$795 million) in spending cuts and/or savings transfers. We will monitor these events and inform you on what effect, if any, this will have on LYNX.

## Monthly Report E: Marketing Report

**To:** LYNX Board Of Directors

**From:** **Peggy Gies**  
CHIEF MARKETING OFFICER  
**Katie Bond**  
(Technical Contact)  
**Courtney Miller**  
(Technical Contact)

**Phone:** 407.841.2279 ext: 6020

**Item Name:** Marketing Department Report

**Date:** 9/25/2008

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### Advertising Sales

ADVERTISING SALES	AUGUST 2008
Advertising Sales Revenue	\$70,925
Net Revenue to LYNX Fiscal Year to Date	\$1,701,980

### Commuter Services

COMMUTER CHOICE TRANSPORTATION PROGRAM	
CARPPOOL/VANPOOL INQUIRIES	AUGUST 2008
Phone	161
Internet	34
Letters	2,596 (includes 2,502 sent in Park N Ride mailing)
Matches	44

COMMUTER CHOICE TRANSPORTATION PROGRAM		
VANPOOLS	AUGUST 2008	
Commuter Choice Vanpool Participants	693	
Total Revenue Miles YTD	933,688	
New Vanpools	0	
Returned Vanpools	1	
Current Vans in Service	61	
Pending Vanpool Interest	TSA (1) CFE Federal Credit Union (1) FCC Coleman (1)	
No. of Employers Contacted	16	
No. of Employees Contacted	3,742	
Employer Program Presentations	<ul style="list-style-type: none"> <li>• Ramada Orlando Celebration</li> <li>• CFE Federal Credit Union</li> <li>• Orange County Convention Center</li> </ul>	
Employee Vanpool Presentations	LOCATION	PARTICIPANTS
	Ramada Celebration	2
	Omni Orlando Resort	70
	CFE Federal Credit	10
	AmeriGroup	10
	The Hartford	30
	Aramark, UCF Dining Services	20
	Orange County Convention Center	200
	<b>Total Participants</b>	<b>342</b>

Other Business Presentations/Meetings	LOCATION	PARTICIPANTS
	Staples (GRH Program Implementation)	1
	Starwood VO (GRH Program Implementation)	2
	Back 2 School Bash (School Pool Promotion)	800
	Sunstyle Suites Extended Stay Hotel (Bus Pass Consignment)	1
	<b>Total Participants</b>	<b>804</b>

## Partners

LYNX added the following employer programs:

Starwood Vacation Ownership – Carpool Program; Guaranteed Ride Home

CFE Federal Credit Union – Carpool Program; Guaranteed Ride Home

## Commuter Services Events

### Omni Orlando Resort at Champions Gate

Omni Orlando Resort invited LYNX to promote to its associates Carpool, Vanpool, and Guaranteed Ride Home programs during their Fun & Wellness Fair. LYNX representatives presented the program to over seventy interested individuals.

### Commuter Choice Workshop, Center for Urban Transportation Research at USF, Tampa

Members of the Commuter Services division attended the Commuter Choice Workshop at the Center for Urban Transportation Research at USF, Tampa.

### Lake Lotus Park N Ride Direct Mail Promotion

The first mailing of a four-part direct mail campaign promoting the Lake Lotus Park N Ride in Altamonte Springs was sent at the end of August. These direct mail pieces provide information about the Park N Ride location, as well as promote LYNX Carpool and Vanpool programs. Each mailing will be sent to 2,502 households in Altamonte Springs.

### Back 2 School Bash

Commuter Services took part in this event to promote the school pool program. There were over 2000 people that attended the event. LYNX representatives provided school pool information to approximately 800 parents and children.



## **Marketing**

<b>WEBSITE USAGE</b>	<b>AUGUST 2008</b>
Average Hits per Day	85,543
Average Users per Day	2,834.65
Average Hits per User	30.17
Average Time Spent on Site	7 minutes, 22 seconds
Approximate Visits per User	1.84
Total Page Hits	715,574
Total User Visits	87,874
Total Unique IP Addresses (visits)	47,072

## **Marketing Activities**

### **Back to School with a Multicultural Twist**

LYNX attended this back to school event at the Lila Mitchell Community Center that services over 1,500 households in the area. This was a great opportunity to answer questions for the 650 attendees concerning upcoming route changes and give away information regarding school pool programs and 200 coupons for schedule books.

### **TranspARTation Gallery**

For the third year in a row, LYNX partnered with the National Arts Program to promote this event which showcases artistic talents of LYNX employees and their families. Although this year's entries were not as numerous, the quality of the work submitted impressed the judges from the local cultural community. Not only did the prize winners get ribbons but also received cash awards which were donated by the National Arts Program to encourage continuing in the arts.

## **Media Relations**

Operator Pablo Ramon's heroic act was a big story this month. The operator who pulled a driver out of their burning car was covered for at least two days by WMFE and WDBO radio; El Sentinel; Channels 2, 6, 9, 13, 35 and Univision. Interest was extremely high. LYNX set aside time for all media to have one-on-one time with Ramon. WMFE-TV shot segments for a show on public transportation.

In August, the Orlando Business Journal, EveryMonday (Orlando Chamber of Commerce) and Florida Today ran stories on Gov. Crist signing the biodiesel agreement with LYNX (event date was 7/31).

Other coverage included stories from the Orlando Sentinel and OBJ on the Aug. 21 Board of Directors Meeting.

The Sentinel wrote a story on the LYNX Carpool program featuring Orlando Health employees. The Sentinel also wrote a story and an editorial on potential Powerball advertising; an editorial on the potential for a \$.01 gas tax for LYNX; and stories on Orange, Osceola and Seminole County candidates using transportation as a segment of their platforms.

### **Customer Service**

<b>CALL CENTER DATA</b>	<b>AUGUST 2008</b>
Number of Calls	43,293
Call-Wait Time in Seconds	1:13

<b>SALES &amp; INFORMATION DATA</b>	<b>AUGUST 2008</b>
Customers serviced through fixed route inquiries/sales	23,306
LYNX fare media sales	\$207,451

<b>CUSTOMER SERVICE DATA</b>	<b>AUGUST 2008</b>
Internet Inquiries	442
“How To Ride” presentations	3

<b>CUSTOMER RELATIONS DATA</b>	<b>AUGUST 2008</b>
Customers assisted by telephone, fax, one-on-one	3813
Concerns/suggestions for Fixed Route (LYNX)	133
Compliments for Fixed Route/Road Rangers	26
Concerns/suggestions for Paratransit (MV)	227
Compliments for Paratransit	7

<b>LOST &amp; FOUND DATA</b>	<b>AUGUST 2008</b>
Number of items recovered	617
% items returned to owners	25.7%
Advantage IDs issued	110
Kids In School & Senior IDs issued	6

## Monthly Report F: Employee Travel Report

**To:** LYNX Board Of Directors

**From:** Linda Watson  
CHIEF EXECUTIVE OFFICER  
Blanche Sherman  
(Technical Contact)  
Deborah Henderson  
(Technical Contact)

**Phone:** 407.841.2279 ext: 6017

**Item Name:** Monthly Employee Travel Report

**Date:** 9/25/2008

EMPLOYEE/ DEPARTMENT	DESTINATION	PURPOSE	DEPARTURE AND RETURN DATES	ESTIMATED AGENCY COST
Jeff Kaley Marketing	Atlanta, GA & Greenville, S.C.	Sales calls to National advertisers	05/6//08-5/08/08	\$784
Juan O. Torres Information Technologies	Tampa, FL	ATT Wireless VPN Training	08/14/08	\$0
Tomas Sjostrom Information Technologies	Tampa, FL	ATT Wireless VPN Training	08/14/08	\$0
Jose Felix Information Technologies	Tampa, FL	ATT Wireless VPN Training	08/14/08	\$0
Thomas Rodney Walls Operations	Atlanta, GA	Attend MARTA TSI training course #FT00432, for SSPP, recommended by DHS	08/17/08 - 08/22/08	* \$1,095
Keith Tillet Operations	Atlanta, GA	Attend MARTA TSI training course #FT00432, for SSPP, recommended by DHS	08/17/08 - 08/22/08	* \$1,068

# LYNX Board Agenda

EMPLOYEE/ DEPARTMENT	DESTINATION	PURPOSE	DEPARTURE AND RETURN DATES	ESTIMATED AGENCY COST
Robert Snyder Operations	Atlanta, GA	Attend MARTA TSI training course #FT00432, for SSPP, recommended by DHS	08/17/08 - 08/22/08	* \$1,068
William Hearndon Planning	Lake Buena Vista, FL	Florida Commission for Transportation quarterly business meeting and annual Training & Technology Conference.	08/25/08 - 08/28/08	\$398
William Hearndon Planning	Tampa, FL	Attend Substance Abuse Management Regulatory Compliance Training Course	09/08/08	\$25
<b>ESTIMATED AGENCY AND GRANT FUNDED COSTS</b>				\$4,438
<b>* LESS GRANT FUNDED AND/OR REIMBURSEMENT OF COSTS</b>				* 3,231
<b>NET ESTIMATED AGENCY COSTS</b>				\$1,207