

LYNX Board Agenda

Board Date: 10/27/2005

Time: 1:00 PM

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

1. Call to Order & Pledge of Allegiance










2. Approval of Minutes

-  Approval of September 22, 2005 Board of Directors' Minutes (pg 4-6)

3. Public Comments

4. Executive Director's Report

5. Consent Agenda

- A.  Award of Contract for the Consultant Team Program - Architecture and Engineering General Consultant Services Contract #AI 05-002 to Architects International, Inc., Contract #ET 05-002 to EarthTech, and Contract #RSH 05-002 to Reynolds, Smith & Hills, Inc. (pg 7-9)
- B.  Request for Temporary Repricing of Mansfield Oil Company's Fixed Priced Fuel Contract to Provide for Economic Relief of Substantial Losses Resulting Directly From Hurricanes Katrina and Rita. (pg 10-11)
- C.  Authorization to Renew State Lobbying Services Contract #JEJ 02-026 (pg 12-12)
- D.  Authorization for the Chief Executive Officer to Execute a Subrecipient Agreement for the Community Development Block Grant from City of Kissimmee (pg 13-36)
 - Attachment 
- E.  Transit Station License Agreement - (pg 37-43)
 - Attachment 
- F.  Authorization to Award a Security System contract to Nu-Tech National (pg 44-45)
- G.  Reauthorization of Contract to Weiss and Woolrich for roof repairs at South Street. (pg 46-47)

6. Action Agenda

- H.  Approval of 2006 State Legislative Priorities (pg 48-50)
- Attachment 

7. Work Session

- I.  Advertising Sales Year End Update (pg 51-51)











8. Other Business








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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).

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

- J.  Ridership Report (pg 52-55)
- Attachment  
- K.  Monthly Financial Reports (pg 56-60)
- Attachment   
- L.  Procurement Activities (pg 51-62)
- M.  Marketing Report (pg 63-66)
- N.  Planning Report (pg 67-69)

- O.  Paratransit Operations Statistical Report (pg 70-71)
- Attachment 
- P.  LYNX Central Station and LYNX Operations Center Projects Update (pg 72-74)
- Q.  Employee Travel for October 2005 (pg 75-75)
- R.  Rail Updates for the Month of September 2005 (pg 76-79)
- S.  Federal Lobbyist's Activity Report (pg 80-82)
- T.  State Lobbyist's Activity Report for September 2005 (pg 83-84)

LYNX
Central Florida Regional Transportation Authority
Board of Directors Monthly Meeting

DATE: September 22, 2005

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

TIME: 1:00 p.m.

MEMBERS IN ATTENDANCE:

Osceola County Commissioner, Atlee Mercer - Chair
Seminole County Chairman, Carlton Henley - Vice Chair
City of Orlando Mayor, Buddy Dyer - Secretary
Orange County Mayor, Richard T. Crotty
FDOT District 5 Secretary, George Gilhooley

MEMBERS ABSENT:

None

1. Call to Order and Pledge of Allegiance

LYNX Chairman Atlee Mercer called the meeting to order at 1:03 p.m., and District Secretary Gilhooley led the Pledge of Allegiance.

2. Approval of Minutes

LYNX Vice Chair Carlton Henley moved to approve the minutes of the August 25, 2005, Board meeting, District Secretary Gilhooley seconded, and the motion passed unanimously.

3. Public Comments

Nicole Hughes commented on the designated drop-off point for paratransit customers utilized at LYNX Central Station. She requested that someone check into the slope of the sidewalk as it is difficult to navigate for customers in wheelchairs and that a second drop-off location be considered.

Chuck Graham remarked that paratransit drivers deserve equitable pay to fixed-route bus drivers.

Fred Leonhardt addressed the Board on behalf of MV Transportation. He thanked the Board for working with MV on contract modifications, however noted that they have lost close to \$1 million running the paratransit system. He asked that LYNX' Audit Committee hold a special workshop to discuss this issue further.

Chairman Mercer suggested that 30 minutes be devoted to discussing MV Transportation before the next Audit Committee Meeting in October.

4. Chief Executive Officer Report

Linda Watson, Chief Executive Officer, discussed the following items: 1) LYNX' hurricane-relief efforts; 2) smoke-free zones being designated in the bus bay area of LYNX Central Station; 3) ridership increases experienced during the month of August; 4) 100 bicycles being donated to St. Peter and Paul Men's Ministry Homeless Wheels Program; 5) a Security Forum hosted by LYNX on August 31; 6) LCS security personnel receiving training on assisting customers with visual impairments; 7) The American Cancer Society receiving a grant for the transportation of cancer patients; 8) The Agency for Health Care Administration allowing HMOs to provide transportation services to their Medicaid enrollees; 9) the donation of three retired vanpool vehicles to the American Red Cross; 10) a grant from The Federal Transit Administration LYNX is interested in pursuing to serve as a demonstration site for the "Vehicle Automation and Assist Demonstration Project"; and 11) the Advertising department signing contracts for king panel advertising totaling \$50,875 over the past week.

In addition, Ms. Watson thanked and paid homage to Mayor Crotty for his two years of service on the LYNX Board of Directors. He will be replaced by Orange County Commissioner Homer Hartage for a one-year term beginning in October, and will be followed by Orange County Commissioner Mildred Fernandez for a term of one year.

5. Consent Agenda

A. Authorization to Issue an RFP for Federal Lobbying Services

B. Authorization to Write-off Assets as of September 30, 2004, Physical Inventory Count and Reconciliation

C. Authorization to Enter into the FY2005-2006 Service Funding Agreements with the Regional Funding Partners

D. Authorization to Purchase Nine Vans for the LYNX Vanpool Program

E. Authorization to Execute the Revised Contract for Paratransit Carrier Services, Incorporating All Previous Amendments and Negotiated Changes

F. Authorization to Award a Contract to Transit Resource Center for a Fleet Maintenance Audit

Motion: Mayor Crotty moved to approve Consent Agenda Items A. – F., District Secretary Gilhooley seconded, and the motion passed unanimously.

6. Action Agenda

G. Adoption of the FY05-06 Operating and Capital Budget – A brief discussion took place, led by Linda Watson, regarding LYNX' FY 05-06 budget. The operating budget is \$99.5M, which is a 13% increase over last fiscal year, and the capital budget is \$31.5M, almost all of which is Federal funds.

Vice Chair Henley inquired about the 61% increase in the Executive department budget. Ms. Watson explained that this is due to moving employees from other departments into the Executive Department.

Motion: Mayor Crotty moved to approve Action Agenda Item G., Vice Chair Henley seconded, and the motion passed unanimously.

7. Work Session

H. Transportation Benefits Program Update – Business Relations Manager Belinda Wilson made a presentation on her department’s recent success stories, which include establishing Transportation Benefits programs with all three major theme parks in Central Florida – Disney World, Universal Studios, and Sea World. Program Account Executives Steve Meyer and Eric Strauss have sold out the existing supply of vanpools and the department is now looking at ways to expand the fleet.

8. Other Business – Election of Board Officers

Motion: Vice Chair Henley nominated Chairman Atlee Mercer for a second term as LYNX Board Chairman, Mayor Dyer seconded, and the motion passed unanimously.

Motion: Chairman Mercer nominated Vice Chair Carlton Mercer for a second term as LYNX Board Vice Chair, Mayor Crotty seconded, and the motion passed unanimously.

Motion: Chairman Mercer nominated Mayor Dyer for a second term as LYNX Board Secretary, Mayor Crotty seconded, and the motion passed unanimously.

The meeting adjourned at 1:59 p.m.

Consent Agenda Item #5.A

To: LYNX Board Of Directors

From: **Sylvia Mendez**
CHIEF ADMINISTRATIVE OFFICER
Richard Solimano
(Technical Contact)
Jennifer Clements
(Technical Contact)
Doug Jamison
(Technical Contact)

Phone: 407.841.2279 ext: 3129

Item Name: Award of Contract for the Consultant Team Program - Architecture and Engineering General Consultant Services Contract #AI 05-002 to Architects International, Inc., Contract #ET 05-002 to EarthTech, and Contract #RSH 05-002 to Reynolds, Smith & Hills, Inc.

Date: 10/27/2005

ACTION REQUESTED:

Authorization by the Board of Directors to have the Chief Executive Officer or designee award Contract #ET 05-002 to EarthTech, Contract #RSH 05-002 to Reynolds, Smith and Hills, Inc. and Contract #AI 05-002 to Architects International, Inc. The contracts are to provide "Architecture and Engineering General Services" as outlined in the LYNX Request for Proposal (RFP #05-002R). The term of the contracts shall be for three (3) years with two (2), one (1) year options subject to annual funding availability. As the need arises for work to be performed under the above contracts, contract work orders will be released based upon available budgetary funding up to and not to exceed an aggregate annual total of \$500,000 for the combined work of all three consultant firms.

BACKGROUND:

In accordance with LYNX Board approval, an RFP was issued on August 16, 2005. Twenty-nine (29) firms requested and were mailed copies of the RFP. The proposal due date was September 19, 2005, at which time four (4) proposals were received from the following firms listed in alphabetical order:

Architects International, Inc.
227 N.E. 26th Terrace
Miami, Florida 33137

EarthTech
30 South Keller Road, Suite 500
Orlando, Florida 32810

GLE Associates, Inc.
1320 North Semoran Boulevard, Suite 203
Orlando, Florida 32807

Reynolds, Smith and Hills, Inc.
3670 Maguire Boulevard, Suite 300
Orlando, Florida 32803

RFP EVALUATION:

For this particular RFP, only two of the three steps of the LYNX evaluation process were necessary in order to determine the most cost effective and technically qualified firm. In the Step I Phase, "Determination of Responsiveness", LYNX staff deemed all four (4) proposals received were responsive and responsible.

For the Step II Phase, "Proposal Review," LYNX established a Source Evaluation Committee (SEC) to independently review and evaluate the "responsive" proposals. The SEC was convened on September 27, 2005, and was composed of three (3) LYNX staff members, and one (1) representative from the City of Kissimmee, for a total of four (4) voting members.

In compliance with the Brooks Act, Federal Selection of Architects and Engineers, Public Law 92-582, the Source Evaluation Committee (SEC) evaluated all proposals to determine the most technically qualified firm for all three categories. The Brooks Act requires discussions with no less than three firms regarding anticipated concepts and the relative utility of alternative methods of approach for furnishing the required services. The selection committee is then required to select, in order of preference and based upon criteria established and published, no less than three of the firms deemed to be the most highly qualified to provide the services required. All three firms are to be issued contracts and then in accordance with Section 904:

(a) The agency head shall negotiate a contract with the highest qualified firm for architectural and engineering services at compensation, which the agency head determines is fair and reasonable to the Government. In making such determination, the agency head shall take into account the estimated value of the services to be rendered, the scope, complexity, and professional nature thereof.

(b) Should the agency head be unable to negotiate a satisfactory contract with the firm considered to be the most qualified, at a price she determines to be fair and reasonable to the Government, negotiations with that firm should be formally terminated. The agency head should then undertake negotiations with the second most qualified firm. Failing accord with the second most qualified firm, the agency head should terminate negotiations. The agency head should then undertake negotiations with the third most qualified firm.

(c) Should the agency head be unable to negotiate a satisfactory contract with any of the selected firms, she shall select additional firms in order of their competence and qualification and continue negotiations in accordance with this section until an agreement is reached.

The proposals were evaluated by each member of the SEC based on the following criteria as set forth in the RFP:

Evaluation Criteria:

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

The SEC ranked the four (4) proposals accordingly one through four. The top three (3) proposals were then selected by the SEC for recommendation to award for contracts for future assignments.

The firms in order of evaluation by the SEC are:

- #1 EarthTech
- #2 Reynolds, Smith and Hills, Inc.
- #3 Architects International, Inc.
- #4 GLE Associates, Inc.

The measurement and assessment by the SEC was unanimous and found no need to conduct Oral Presentations.

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

LYNX procurement policies require prime contractors to use their best efforts to subcontract a portion of the work to DBE firms. LYNX has an established goal of 12.25% participation. Evaluation of the contractors' ability to achieve established goals is performed on the basis of a plan provided by the contractor(s) and evidence of past record of achievement. The above consultant contracts have demonstrated the intent and ability to meet the Authority's established goal.

FISCAL IMPACT:

Funding has been approved and is available in the capital and operating funds within LYNX' FY 2005-2006 budget from grant funded sources.

Consent Agenda Item #5.B

To: LYNX Board Of Directors

From: Sylvia Mendez
 CHIEF ADMINISTRATIVE OFFICER
 Joe Cheney
 (Technical Contact)
 Kenneth Nath
 (Technical Contact)

Phone: 407.841.2279 ext: 3129

Item Name: Request for Ratification of Temporary Re-pricing Agreement of Mansfield Oil Company's Fixed Priced Fuel Contract to Provide for Economic Relief of Substantial Losses Resulting Directly From Hurricanes Katrina and Rita.

Date: 10/27/2005

ACTION REQUESTED:

Staff is requesting ratification of a supplemental agreement with Mansfield Oil Company (Mansfield) temporarily re-pricing LYNX fixed priced diesel fuel contract for a period of 36 days retroactive to September 26th through October 31, 2005. Mansfield Oil has experienced severe financial losses as a result of the devastation of Hurricanes Katrina and Rita.

BACKGROUND:

Mansfield Oil Company currently holds a fixed-price contract with LYNX for diesel fuel at \$2.07/gallon through January 2006. Mansfield purchases commodity futures to offset rises in fuel prices at the rack price (sales of product by the truckload). Those differentials were based on an average of \$.0565 per gallon between the futures and the rack. Due to the cumulative effect of product shortages and refinery shutdowns, directly related to Hurricanes Katrina and Rita, Mansfield Oil has requested that LYNX agree to a temporary re-pricing of fuel.

Deliveries since September 26th have resulted in losses exceeding \$.62 per gallon over and beyond what the financial hedge will return to Mansfield. This has resulted in a loss of \$4,660 per load. LYNX averages eleven loads per week. LYNX has been advised that at \$4,650 loss per load, they cannot continue supplying product. In an effort to reduce their losses Mansfield has requested that LYNX allow for retroactive re-pricing of deliveries occurring from September 26 through October 31, 2005 for the cost of product plus cost of freight. Mansfield will, in turn, write a check to LYNX for the amount resulting from the sale of the futures contracts being held.

As of October 5, 2005 Mansfield was holding 8 contracts with a value of \$1.6994 per gallon. At a Merc value (Market value) of \$2.1296, those contracts are worth \$144,547. This will vary

depending on when the sale occurs. This will apply to all October sales as well as sales made during last week of September when this differential made it unreasonable to continue to supply the product as contracted.

DISCUSSION:

The temporary re-pricing is estimated to cost LYNX an additional \$100,827 in October. Discussions with Mr. Josh Epperson, Vice-President of Government Sales for Mansfield Oil, indicate that while it is their full intent to return to the agreed upon fixed price November 1, 2005, there is no guarantee that they will not approach LYNX again in November for another 30 day re-pricing. Had LYNX not agreed to the repricing it was likely that Mansfield would have sought to terminate the contract under the "Force Majeure" provision, which in essence addresses termination of a contract due to "Acts of God." Legal Counsel advised the contract is solid and would not be subject to this provision. Had Mansfield terminated the Contract LYNX would have been forced to immediately issue an Invitation for Bids (IFB) in an unstable market and to seek temporary relief for fuel delivery through Orange County. As October 10, 2007 Orange County purchased fuel at the average OPIS rate of \$2.90/gallon. This rate changes weekly.

Mansfield Oil demonstrated its responsiveness to the needs of our customers and LYNX by working very closely with LYNX immediately after each hurricane to ensure fuel deliveries. It is staff's belief that a winning solution was to agree to the temporary 36-day modification of the terms of our contract with Mansfield. This ensured uninterrupted product delivery in a volatile fuels market.

LYNX is currently seeking other long-term solutions such as entering into agreements with other Florida Transit agencies that have their own tank fields and purchase fuel at the "Spot Market." These agencies purchase large quantities at refineries or ports thus reducing their costs. Staff is researching whether this might be a viable alternative for LYNX.

In addition staff has talked with Orange County representatives to ensure that the fuel the supply will be available should LYNX find it necessary to activate the agreement. Discussions have been positive and LYNX Procurement staff is now receiving weekly notices of OPIS pricing from the County.

FISCAL IMPACT:

Based on an average monthly consumption of 300,000 gallons and dependent upon the price of the commodity futures when sold off by Mansfield, the cost to LYNX will be in the \$100,000 range for the period of September 26, 2005 through October 31, 2005. These expenses will have to be realized through savings in other budgeted area throughout the agency.

Consent Agenda Item #5.C

To: LYNX Board Of Directors

From: **Linda Watson**
CHIEF EXECUTIVE OFFICER
James McLawhorn
(Technical Contact)
Patrick Grimison
(Technical Contact)

Phone: 407.841.2279 ext: 3017

Item Name: Authorization to Renew State Lobbying Services Contract #JEJ 02-026

Date: 10/27/2005

ACTION REQUESTED:

Authorization to exercise the second one-year renewal option of the contract with JEJ & Associates, Inc. to perform state lobbying services.

BACKGROUND:

In accordance with LYNX Board approval, an RFP was issued for state lobbying services on April 25, 2002, and the contract was awarded to JEJ & Associates, Inc., effective November 11, 2002. The contract was for an initial term of two years with three one-year renewal options, subject to Board approval and annual funding availability.

JEJ & Associates has been successful at lobbying our state legislators for the last three years and has been instrumental in legislative efforts for LYNX. JEJ & Associates, Inc. is a certified disadvantaged business enterprise and has committed to perform 65% of the responsibilities under this contract.

FISCAL IMPACT:

The current budgeted amount for state lobbying services is \$72,000 annually plus expenses not to exceed 10% of the annual rate, for a cap of \$79,200.

Consent Agenda Item #5.D

To: LYNX Board Of Directors

From: Peggy Gies
CHIEF MARKETING OFFICER
Belinda Wilson
(Technical Contact)

Phone: 407.841.2279 ext: 3020

Item Name: Authorization to Execute A Subrecipient Agreement for the Community Development Block Grant from the City of Kissimmee

Date: 10/27/2005

ACTION REQUESTED:

Board Authorization to allow the Chief Executive Officer to execute a subrecipient agreement for the Community Development Block Grant from the City of Kissimmee.

BACKGROUND:

In May of this year, LYNX submitted an application for \$25,000 of Community Development Block Grant funds allocated to the City of Kissimmee. A project application was submitted to establish a localized Work and Gain Economic Self-Sufficiency program for City of Kissimmee residents. In August staff was informed that LYNX was awarded the grant.

These funds will be used to subsidize bus passes on fixed-route service and vanpool fares for qualifying low to moderate-income individuals to match Orlando Metropolitan Statistical Association. The individuals must be employed or participating in a job-training program. LYNX will leverage existing and new partnerships via social service agencies and employers to establish a successful program to meet the transportation needs of the residents in this area.

The subrecipient agreement identifies that LYNX will be in compliance with completing the project scope, timeline, targeted goals and remain within the program budget as proposed in the grant application.

FISCAL IMPACT:

No fiscal impact to LYNX.

**CITY OF KISSIMMEE
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
SUBRECIPIENT AGREEMENT**

THIS AGREEMENT is entered into this _____ day of _____, 20__ by and between the City of Kissimmee, State of Florida, whose address is 101 Church Street, Kissimmee, Florida 34741, (hereinafter referred to as the “City”) and _____, a private non-profit corporation incorporated under the laws of _____, whose corporate headquarters mailing address is _____, (hereinafter referred to as “Subrecipient”).

WHEREAS, the City has received Community Development Block Grant (CDBG) funds under Title I of the Housing and Community Development Act of 1974, (P.L. 93-383) amended, from the U.S. Department of Housing and Urban Development bearing the grant-identifier number assigned by HUD of B-05-MC-12-0051; and,

WHEREAS, pursuant to this CDBG grant the City is undertaking certain activities; and,

WHEREAS, the City desires to engage the Subrecipient to give certain assistance in connection with such undertakings; and,

NOW, THEREFORE, the City and the Subrecipient do mutually agree as follows:

1. **DEFINITIONS:** As used in this Contract:
 - A. “CDBG” means Community Development Block Grant.
 - B. “Contract” means the CDBG Subrecipient Agreement between the City of Kissimmee and the non-profit agency indicated in the opening paragraph of this document.
 - C. “Contractor” means an entity other than the Subrecipient (except as noted in the Labor Standards Provisions), that furnishes to the City and Subrecipient services or supplies (other than standard commercial supplies, office space or printing services).
 - D. “HUD” means the U.S. Department of Housing and Urban Development.
 - E. “Project” means the Community Development Block Grant Program project approved by City in the Annual Action Plan.
 - F. “Subrecipient” means the entity, whether public, not-for-profit or private, which has the responsibility for administering the subject CDBG-assisted project or activity.

2. SCOPE OF SERVICES: The Subrecipient shall perform all services according to the Program Description and Statement of Work attached as Appendix I and made part of this Agreement. Such services shall be conducted in a manner satisfactory to the City and consistent with any standards required as a condition of providing these funds
3. TERM OF AGREEMENT: This Agreement shall commence on the 2nd day of November 2005, and end on the 1st day of November, 2006. The term of this Agreement may be extended by mutual consent of the City and Subrecipient, subject to termination provisions set forth herein and the expiration date of the City's CDBG grant from HUD.
4. AMENDMENTS: The City or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the City's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the City or Subrecipient from its obligations under this Agreement.

The City may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both City and Subrecipient.

5. GENERAL COMPLIANCE WITH APPROVED PROGRAM AND HUD REGULATIONS: All activities authorized by this Agreement shall be performed in accordance with the approved Program Description, the approved Budget, and the Grant Special Conditions, if any. The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 [the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)] including subpart K of these regulations, except that:
 - A. the Subrecipient does not assume the City's environmental responsibilities described in 24 CFR 570.604 and
 - B. the Subrecipient does not assume the City's responsibility for initiating the review process under the provisions of 24 CFR Part 52.

The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this

contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

6. INDEPENDENT CONTRACTOR: Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an “independent contractor” with respect to the services to be performed under this Agreement. The City shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers’ Compensation Insurance, as the Subrecipient is an independent contractor, except as approved as reimbursable expenses to the Subrecipient under this Agreement.

7. ASSIGNABILITY: The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the City thereto; provided, however, that claims for money due or to become due to the Subrecipient from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

8. SUBCONTRACTS:
 - A. Approvals: The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the City prior to the execution of such agreement.

 - B. Monitoring: The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

 - C. Content: The Subrecipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

 - D. Selection Process: The Subrecipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the City along with documentation concerning the selection process.

9. LIMITATION ON FUNDING / REIMBURSEMENT OF EXPENSES: It is expressly agreed and understood that the total amount to be paid by the City under this Agreement shall not exceed \$_____. Reimbursements of eligible expenses shall be made against the line item budgets specified in Attachment I attached herein and in accordance with performance and the terms and

conditions contained herein. Expenses for general administration shall also be paid against the line item budgets specified in Attachment I and in accordance with performance the terms and conditions contained herein.

Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 24 CFR 84.21.

The City will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and City policy concerning payments. Payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the City in accordance with program income balances available in Subrecipient accounts. In addition, the City reserves the right to liquidate funds available under this Agreement for costs incurred by the City on behalf of the Subrecipient.

10. FISCAL AND ADMINISTRATIVE RESPONSIBILITIES: The Subrecipient agrees to comply with the provisions of 24 CFR 570.502 (a) or (b), as applicable, and all requirements and standards which include but are not limited to the following:

G. Accounting Standards: The Subrecipient agrees to comply with 24 CFR 84.21–28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

H. Cost Principles: The Subrecipient shall administer its Project in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," or A-21, "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

I. Allowable and Allocable Costs: Costs must be necessary, reasonable and directly related to the scope of services of this Contract. In addition, costs must be legal and proper. The budget included in Appendix I shall control amount of allowable expenditures.

J. Documentation of Costs: All costs shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers, or other official documentation evidencing in proper detail the nature and propriety of charges. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible.

K. Restriction on Disbursements: No money under this Agreement shall be disbursed by the Subrecipient to any contractor except pursuant to a written

contract which incorporates the applicable requirements of this Agreement and HUD regulations and unless the contractor is in compliance with HUD requirements for applicable accounting and fiscal matters.

F. CDBG Program Income: The Subrecipient shall report monthly all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this Agreement. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such program income during the contract period for activities permitted under this Agreement as outlined in Appendix I under the Statement of Work and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the City at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the City.

G. Indirect Costs: If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the City for approval, in a form specified by the City.

H. Records:

(1) Records to be Maintained: The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- c. Records required to determine the eligibility of activities;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- f. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21–28; and
- g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

(2) Retention: The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention

period begins on the date of the submission of the City's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

- (3) Real and Non-Expendable Property: The Subrecipient shall keep inventory records, acceptable to the City, on all real and non-expendable property purchased under this Agreement. The Subrecipient shall submit an inventory record of all items at the end of the program year and resubmit it each program year with revisions as necessary.
- (4) Client Data: The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to City monitors or their designees for review upon request.
- (5) Disclosure of Client Information: The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the City's or Subrecipient's responsibilities with respect to services provided under this Agreement, is prohibited by Federal law unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

11. PROCUREMENT:

- A. Compliance: The Subrecipient shall comply with current City policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the City upon termination of this Agreement.
- B. OMB Standards: Unless specified otherwise within this Agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40-48.

12. PROGRESS AND FINAL REPORTS TO THE CITY: The Subrecipient shall, at a minimum, submit the following reports to the City:
- A. Monthly progress reports due by the 15th day following the end of each calendar month, such reports outlining activities undertaken during such calendar quarter toward completion of the subject Project and the progress in meeting the prescribed CDBG national objective under the City's grant agreement with HUD;
 - B. Monthly financial statements due by the 15th day following the end of each calendar month, such reports detailing all revenues and expenses applicable to the CDBG-assisted activities undertaken during such calendar month; and
 - C. A report at the conclusion of the project for which funds are provided under this Agreement which summarizes the successes or failures of the assisted activity, and the level of attainment respective to the CDBG national objective prescribed under the CDBG grant agreement between HUD and the City.
13. INSURANCE AND BONDING: The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to reimbursements from the City. The Subrecipient shall also provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

The Subrecipient shall comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48, Bonding and Insurance.

The Subrecipient agrees to include the City as co-insured parties under all policies of liability insurance maintained by the Subrecipient respective to the subject CDBG-funded Project.

14. ACCESS TO RECORDS: At any time during normal business hours and as often as the City, HUD and/or the Comptroller General of the United States may deem necessary, Subrecipient shall make available to the City, HUD and/or representatives of the Comptroller General for examination all of its records with respect to all matters covered by this Agreement. Further, the Subrecipient shall permit the City, HUD, and/or representatives of the Comptroller General to audit, examine and make excerpts of transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.
15. MONITORING AND AUDITS OF SUBRECIPIENT:
- A. Subrecipient Monitoring: The recipient is required by federal Office of Management and Budget (OMB) Circular A-133 to ensure that federal CDBG

program requirements are met, that the funds are used for the purpose of the program, and that the Subrecipient complies with reporting and auditing requirements. If the Subrecipient is required to have an A-133 audit (as discussed below), the Recipient must review the A-133 audit report and follow up on any audit findings that relate to the CDBG project. If there are findings relative to the CDBG project, the City must issue a management decision within six months of receipt of the audit report and ensure that the Subrecipient takes appropriate and timely corrective action. The management decision shall clearly state whether or not the audit findings are sustained, the reasons for the decision, and the expected Subrecipient action to repay disallowed costs, make financial adjustments, or take other action.

Recipient procedures to ensure that the Subrecipient is meeting program requirements may also include:

- (1) Perform an analysis of financial status reports.
- (2) Determine appropriateness of disbursements through review of supporting documentation.
- (3) On-site visits by the City to the Subrecipient's CDBG-assisted facilities. At regular intervals during the term of this Agreement, the City may conduct reviews of the content and progress of the Subrecipient services. If, as a result of such reviews, it is the opinion of the City that revisions to the Scope of Services (paragraph 2) is necessary or the methods employed by the Subrecipient are inappropriate, the City may require such revisions by notifying the Subrecipient in writing. Upon receipt of such notification of revision, the Subrecipient shall, within ten (10) days, propose the manner in which the Subrecipient will comply with the revisions.
- (4) Review limited scope audit reports. If the Subrecipient expended less than \$300,000 in federal awards the Recipient may require an agree-upon procedures engagement. These engagements may address only one or more of the following types of compliance requirements: activities allowed or unallowed; allowable costs/cost principles; eligibility; matching level of effort, earmarking; and reporting.
- (5) Review any financial statement audits when other type audits are not required.

The City will also review the Subrecipient's fidelity bonding and fiscal and accounting procedures to determine if they meet the requirements of the Agreement.

B. Grant Information: The City will provide the Subrecipient with the following information in compliance with OMB Circular A-133:

- (1) Catalog of Federal Domestic Assistance (CDFA) Number for CDBG: 14.228
- (2) CDFA Title for CDBG Project: Administered CDBG Program
- (3) Name of the Federal grantor agency: U.S. Department of Housing and Urban Development
- (4) HUD's Grant Number assigned to the City: CDBG Project
- (5) Advise the Subrecipient of requirements imposed upon the Subrecipient pursuant to applicable federal regulations and City policies.

C. Subrecipient Audit Requirements:

- (1) A Subrecipient that expends \$500,000 or more in federal funds is required to have an audit in compliance with OMB Circular A- 133. The Subrecipient is responsible for submitting a data collection form and reporting package to the federal clearinghouse within nine months of the end of the audit period. The reporting package must also be submitted to the Recipient. Per Section .505 of the OMB Circular A-133, the reporting package consists of:
 - (a) Financial Statements;
 - (b) Schedule of Expenditures of Federal Awards;
 - (c) Summary Schedule of Prior Audit Findings;
 - (d) Corrective Action Plan for current year audit findings; and,
 - (e) An Auditor's Opinion
- (2) Subrecipients that receive any public funds (federal, state, or local government funds) are also subject to the audit requirements of Florida Statutes. An audit in compliance with OMB Circular A-133 will meet the audit requirements of the state of Florida.
- (3) All Subrecipient audits shall be completed within 180 days after the ending date of the Subrecipient's fiscal year. Two (2) copies of each audit report shall be delivered by the Subrecipient to the City. One (1) copy will be retained and reviewed by the City, with the remaining copy to be submitted by the City to HUD, if requested.
- (4) If the Subrecipient is unable or unwilling to have an audit conducted in accordance with OMB Circular A-133, the City shall take one or more of the following actions:
 - (a) Withhold a percentage of federal CDBG funds until the applicable audit is completed satisfactorily;
 - (b) Suspend further disbursements of federal CDBG funds until the audit is conducted; or

(c) Terminate this Agreement in accordance with Section 13 of this Agreement.

16. SUSPENSION OR TERMINATION OF AGREEMENT:

- A. In accordance with 24 CFR 85.43, by giving thirty (30) days written notice specifying the effective date, the City may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, which include, but are not limited to, the following:
- (1) Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies, or directives as may become applicable at any time;
 - (2) Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
 - (3) Submission by the Subrecipient to the City of reports that are incorrect or incomplete in any material respect;
 - (4) Ineffective or improper use of funds provided under this Agreement;
 - (5) Failure of the Subrecipient to supply the City with monthly reports and annual audits as required by the City herein;
 - (6) Failure of the Subrecipient to comply with the City's corrective action plan respective to annual independent audits required by the City herein;
 - (7) Suspension or termination by HUD of the grant to the City under which this Agreement is made, or the portion of it delegated by this Agreement; provided, however, that if the grant is merely reduced and in the absence of any contrary HUD directive, the Subrecipient may adjust its budget and recommend Agreement amendments to the City.
 - (8) The City may also terminate, assign or transfer this Agreement when required by HUD direction.
- B. The Subrecipient may propose to terminate this Agreement in whole or in part, for good cause only by giving at least thirty (30) days written notice specifically stating the cause for such requested termination. Any such request for termination shall be subject to the written approval of the City, acted upon by the City within ten (10) days of receipt of the notice of request

to terminate. The decision of the City shall be final and conclusive, provided that such approval shall not be unreasonably withheld.

C. In accordance with 24 CFR 85.44, this Agreement may also be terminated by either the City or the Subrecipient in whole or in part, by mutual agreement setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the City determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the City may terminate the award in its entirety.

17. PROGRAM CLOSE-OUT: The Subrecipient's obligation to the City shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the City), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.

In the event the Subrecipient does not expend the amount allocated under this Agreement or the project is canceled, expired, assigned or terminated for any reason, any funds not claimed by the Subrecipient and approved by the City for allowable costs by the end of the term or by the date of cancellation, expiration, or termination of this Agreement, as the case may be, shall no longer be payable to the Subrecipient under this Agreement.

18. USE AND REVERSION OF ASSETS: The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

A. The Subrecipient shall transfer to the City any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

B. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the City for the CDBG program or (b) retained after compensating the City [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

19. IDENTIFICATION OF CDBG FUNDING IN PROJECT ACTIVITIES: The Subrecipient shall insure recognition of the role of the City and HUD in providing services through this Agreement.
- A. All activities, facilities and items utilized in whole or in part with funds pursuant to this Agreement shall prominently identify the City's CDBG Program and HUD as sponsors / funding sources of the Project.
 - B. All publications, including news releases, pamphlets, brochures or other printed material, prepared and/or distributed by the Subrecipient in connection with project for which CDBG funding is provided under this Agreement shall identify the City's CDBG Program and HUD as sponsors of the activity by the inclusion of the following statement of all such material:

"This _____ project was funded (in whole or in part) with the assistance of the City of Kissimmee through federal Community Development Block Grant funds made available by the U.S. Department of Housing & Urban Development under Title I of the federal Housing and Community Development Act, as amended."
 - C. Failure to comply with A or B above shall result in a disallowance of all costs incurred for the project.
20. COPYRIGHTS: If this Agreement results in any publication or other copyrightable material, the author may copyright the work, but the City and HUD reserve the right to royalty-free, non-exclusive, and irrevocable licenses to reproduce, publish, or otherwise use, and to authorize others to use, all copyrighted material and all material which can be copyrighted for governmental purposes.
21. PATENTS: Any discovery or invention arising out of or developed in the course of work aided by this Contract shall be promptly and fully reported to the City for determination by the City and HUD as to whether patent protection on such invention or discovery, including rights under any patent issued thereon, shall be disposed of and administered in order to protect the public interest.
22. EQUAL OPPORTUNITY AND NONDISCRIMINATION: The Subrecipient agrees to comply with equal opportunity requirements applicable to Community Development Block Grant activities. Specifically, the Subrecipient agrees to comply with:
- A. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED, which provides that no person in the United States shall on the grounds of race, color, or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

- B. TITLE VIII OF THE CIVIL RIGHTS ACT OF 1968, AS AMENDED, which provides for fair housing throughout the United States. Kinds of discrimination prohibited include refusal to sell, rent, or negotiate, or otherwise to make unavailable; discrimination in terms, conditions and privileges; discriminatory advertising; false representation; blockbusting; discrimination in financing; and discrimination in membership in multi-listing services and real estate broker organizations. Discrimination is prohibited on the grounds of race, color, religion, sex and national origin. HUD (and grantees) shall administer programs and activities relating to housing and urban development in a manner affirmatively to further the policies of this Title.
- C. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974, AS AMENDED, which provides that no person in the United States shall on the grounds of race, color, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this Title.
- D. AGE DISCRIMINATION ACT OF 1975, which provides that no person shall on the basis of age, be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity receiving federal financial assistance.
- E. SECTION 504 OF THE REHABILITATION ACT OF 1973, which provides that handicapped individuals may not be excluded from participation in, be denied benefits of or be subjected to discrimination under any program or activity receiving federal financial assistance.
- F. EXECUTIVE ORDER 11063 as amended by Executive Order 12259, which requires equal opportunity in housing and related facilities provided by federal financial assistance.
- G. EXECUTIVE ORDER 11246 as amended by Executive Orders 11375, 11478, 12107, and 12086, which prohibit discrimination on the grounds of race, creed, color, sex or national origin in employment under federally assisted construction contracts.
- H. SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968 AND AS IMPLEMENTED BY THE REGULATIONS SET FORTH IN 24 CFR 135, which provides that to the greatest extent feasible, opportunities for training and employment shall be given to lower income residents of the City of Kissimmee, and that contracts for work in connection with such projects be awarded to business concerns which are located in or are owned in substantial part by City of Kissimmee residents.

Compliance with the provisions of Section 3 shall be a condition of the Federal financial assistance provided under this Agreement and binding upon the City, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the City, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

In connection with its compliance with Section 3 and the Section 3 Clause set forth below, the Subrecipient shall insert in full in all contracts and subcontracts for work financed in whole or in part with assistance provided under this Agreement the Section 3 Clause which follows:

"The work to be performed under this Contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701(u). Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in or owned in substantial part by persons residing in the area of the project."

The Subrecipient and any of the Subrecipient's subrecipients and subcontractors will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 Clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

The Subrecipient and any of the Subrecipient's subrecipients and subcontractors will include the above Section 3 Clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development under 24 CFR. The Subrecipient and any of the Subrecipient's subrecipients and subcontractors will not subcontract with any subcontractor where Subrecipient or any of the Subrecipient's subrecipients and subcontractors has notice or knowledge that the latter has been found in violation of regulations under 24 CFR and will not let any subcontract unless

the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with this Project are given to low- and very low-income persons residing within the City of Kissimmee; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with this Project to business concerns that provide economic opportunities for low- and very low-income persons residing within the City of Kissimmee; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

- I. AMERICANS WITH DISABILITIES ACT OF 1990, which provides that no person shall on the basis of handicap, be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity receiving federal financial assistance.
 - J. 24 CFR 570.607, AS REVISED BY EXECUTIVE ORDER 13279, which references the employment and contracting opportunities laws, regulations and Executive Orders pertaining to non-discrimination.
23. AFFIRMATIVE ACTION REQUIREMENTS: Notwithstanding the City's responsibilities with respect to the requirements listed below, the Subrecipient agrees to comply with the following requirements, when applicable:
- A. Approved Plan: The Subrecipient agrees that it shall be committed to carry out pursuant to the City's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246

of September 24, 1966. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

- B. Minority- / Women-Owned Business Enterprises: The Subrecipient agrees to comply with the provisions of Executive Order 11625.

The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

- C. Notifications: The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- D. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement: The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

- E. Subcontract Provisions: The Subrecipient will include the provisions of Paragraphs X.A., Civil Rights, and X.B., Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

24. PROHIBITIONS:

- A. Employment Restrictions: The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

- B. Prohibition Against Payments of Bonus or Commission: The assistance provided under this Agreement shall not be used in payment of any bonus or commission to obtain HUD or City approval of the application for such assistance or for additional assistance, or any other approval or concurrence required under this Agreement, Title I of the Housing and Community Development Act of 1974, as amended, or HUD regulations with respect thereto; provided, however, that reasonable fees or bonafide technical, consultant, managerial, or other such services, rather than solicitation, are not prohibited if otherwise eligible as program costs.
- C. Conflict of Interest: The Subrecipient agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following:
- (1) The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
 - (2) No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
 - (3) No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the City, the Subrecipient, or any designated public agency.
 - (4) The Subrecipient agrees that it will incorporate into every written contract the following provision:

"INTEREST OF CONTRACTOR AND EMPLOYEES: The Contractor covenants that no person who presently exercises any functions or responsibilities in connection with the City of Kissimmee's Community Development Block Grant Program, and no one with whom they have family or business ties, has any personal financial benefit, direct or indirect in this Contract."

D. Political Activities Prohibited: The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

E. Lobbying Prohibited: The Subrecipient hereby certifies that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- (3) It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:
- (4) Lobbying Certification: This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

F. Prohibition of Assistance for Religious Activities The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

25. CERTIFICATION REGARDING LOBBYING: The undersigned representative of the Subrecipient certifies, to the best of his or her knowledge and belief, that:
- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Subrecipient, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Subrecipient, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned representative of the Subrecipient shall complete and submit Standard Form-LLL, "*Disclosure Form to Report Lobbying*", in accordance with its instructions.
 - C. The undersigned representative of the Subrecipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, agreements) and that all subrecipients shall certify and disclose accordingly.
 - D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
26. COMPLIANCE WITH FEDERAL RULES AND REGULATIONS: The Subrecipient agrees to abide by all applicable federal rules and regulations, as amended from time to time, including, but not limited to, those federal rules and regulations referred to in this Agreement. Unearned payments under this Agreement may be suspended or terminated upon refusal to accept any additional conditions that may be imposed by HUD at any time or if the grant to the City under Title I of the Housing and Community Development Act of 1974, is suspended or terminated.
27. COMPLIANCE WITH FEDERAL CDBG THIRD-PARTY CONTRACT PROVISIONS: The Subrecipient agrees to abide by all federal and City contract provisions in carrying out the subject CDBG Project. The Subrecipient agrees to incorporate into all third-party contracts undertaken by the Subrecipient involving

CDBG funds the provisions to be provided by the City upon request of the Subrecipient.

28. HOLD HARMLESS: The Subrecipient agrees to defend, indemnify and save harmless the City and HUD from any and all claims, actions, suits, charges and judgments of any nature whatsoever which may arise from the Subrecipient's performance or nonperformance of this Agreement; provided, however, that nothing contained in this Agreement shall be construed as rendering the Subrecipient liable for acts of the City, its officers, agents or employees. Refer to Section 26 below for requirements respective to disallowances of costs by the City or HUD.
29. DISALLOWANCES OF PROGRAM COSTS BY THE CITY OR HUD: The Subrecipient agrees to indemnify and save harmless the City from disallowances by the City or HUD of project costs incurred by the Subrecipient which arise from the Subrecipient's performance or nonperformance of this Agreement due to the Subrecipient's failure to meet a national objective of the Community Development Block Grant (CDBG) Program pursuant to 24 CFR 570.200(a)(2), 24 CFR 570.208, and 24 CFR 570.483, or for failure to comply with CDBG/HUD regulations or HUD regulatory requirements as determined by the City or HUD. The Subrecipient agrees to promptly repay the City for all such disallowed costs incurred by the Subrecipient.
30. NOTICES: Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representatives:

<u>City</u>	<u>Subrecipient</u>
Carolyn E. Bell, CD Program Coord.	, [Title]
City of Kissimmee	[Name of Subrecipient]
101 N. Church Street	[Address]
Kissimmee, FL 34741-5054	[City, State, ZIP]
407-518-2155	[Telephone]
407-518-2147 [Fax]	[Fax Number]

31. SEVERABILITY: If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

- 32. SECTION HEADINGS AND SUBHEADINGS: The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.
- 33. WAIVER: The City's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the City to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.
- 34. ENTIRE AGREEMENT: This Agreement constitutes the entire Agreement between the City and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the City and the Subrecipient with respect to this Agreement.
- 35. JURY TRIAL, VENUE & ATTORNEY FEES
 Venue of all actions shall lie in Osceola County, Florida. Each party waives the right to a jury trial. Each party agrees that the prevailing party shall be entitled to reimbursement of reasonable attorney fees, including court costs, from the opposing party. For the purpose of this agreement, reasonable Attorney fees of the City Attorney shall be based on the fees regularly charged by private Attorney with an equivalent number of years of professional experience who practices in Orange and Osceola County, Florida
- 36. APPLICABLE LAW
 This law applicable to this Contract is hereby agreed to be the law of the State of Florida.

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

[Subrecipient]

By _____
 Title: _____

By _____
 Title: _____

State of: _____

County of: _____

The foregoing instrument was acknowledged before me on this ____ day of _____, 200__, by _____.
He/She is personally known to me, or has produced his/her driver's license, or his/her _____ as identification, and did/did not take an oath.

Notary Public

City of Kissimmee

By _____
Mayor -Commissioner

Attest: _____
City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

CITY ATTORNEY

APPENDIX I

STATEMENT OF WORK TO BE PERFORMED BY SUBRECIPIENT

A. DESCRIPTION OF WORK TO BE PERFORMED:

B. SERVICE AREA OF CDBG PROGRAM:

C. SCHEDULE FOR COMPLETION OF WORK / PROJECT TIMETABLE:

D. TARGETED GOALS OF SUBRECIPIENT:

E. PROGRAM BUDGET (ATTACH ADDITIONAL SHEETS IF NEEDED):

Consent Agenda Item #5.E

To: LYNX Board Of Directors

From: **Lisa Darnall**
Interim Chief Operating Officer
Jennifer Clements
(Technical Contact)
Lachant Barnett
(Technical Contact)
Nedra Woodyatt
(Technical Contact)

Phone: 407.841.2279 ext: 3036

Item Name: Transit Station License Agreement -

Date: 10/27/2005

ACTION REQUESTED:

The Board is being asked to approve a boilerplate Transit Station License agreement that covers a ten-year time frame. This agreement has been reviewed and approved as to form and legality.

BACKGROUND:

LYNX, as transit provider for Central Florida, has provided shelters throughout the service area for customers. These transit shelters, whether located on private or public property are a part of the LYNX image and service. In order to ensure the shelters are accessible, maintained and guarantee the maximum useful life of the shelters, LYNX executes transit station license agreements that allow LYNX access and use of property for the provision of transit service. The license agreement clarifies that daily maintenance and cleaning are the responsibility of the property owner, while heavy maintenance will be the responsibility of LYNX. The boilerplate also guarantees that insurance coverage is held by property owner(s) and defines the limits of liability. This boilerplate agreement is critical to ensuring that LYNX passengers will have the right to safely and conveniently access transit services, and that LYNX vehicles will have the right to pick-up and drop-off passengers at transit shelter sites located on either public or private property.

Currently staff is utilizing a five-year boilerplate transit station license agreement approved by the Board. LYNX is requesting the Board approve a ten-year boilerplate agreement that would allow staff more flexibility when executing transit station license agreements with public and private entities. The longer-term boilerplate agreement is more attractive to property owners who want a longer-term commitment. Most recently, the City of Orlando has asked for a longer-

term transit station license agreement to facilitate turning over shelters located on Mercy Drive to LYNX.

FISCAL IMPACT:

There is no fiscal impact outside of the 2006 fiscal year budget. Executing these agreements with private and/or public agencies helps LYNX determine funds that need to be dedicated to shelter maintenance and potentially saves money by allocating some services as the responsibility of the property owner. Funds for shelter maintenance are budgeted in the Maintenance Department operating budget each fiscal year.

TRANSIT STATION LICENSE AGREEMENT

THIS TRANSIT STATION LICENSE AGREEMENT (this "Agreement") is entered into as of this ____ day of _____, 2005, by and between _____, _____, whose address is _____ ("Licensor"), and the **CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY**, d/b/a **LYNX**, a body politic and corporate, created by Part II, Chapter 343, Florida Statutes, whose address is 455 North Garland Avenue, Orlando, Florida ("Licensee").

WITNESSTH

WHEREAS, Licensee operates a public transit system that transports the public throughout the Central Florida area; and

WHEREAS, it is critical to the success of the public transit system that passengers have safe and convenient locations to wait for and to board Licensee vehicles; and

WHEREAS, it is beneficial to Licensor and their officials, employees, agents and guests that vehicles operated by Licensee pick-up and drop-off passengers at a transit site located on its property described herein; and

WHEREAS, the parties agree that it is in their mutual best interests to place a transportation facility at the specified site for use as a transit station for Licensee vehicles, which will provide facilities for the embarking and disembarking of passengers to and from Licensee vehicles that are safe, convenient, accessible and comfortable for passengers on Licensee vehicles.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties, Licensor and Licensee hereby agree as follows:

Section 1 - Grant of License. Licensor hereby grants Licensee a license (the "License") to enter upon that certain parcel of real property located in _____ County, Florida, more particularly described and delineated by the site plan attached hereto as composite Exhibit "A" and made a part hereof (the "Transit Site") for the sole and limited purpose of installing, operating and repairing a public transit station, subject to all of the terms and conditions provided for herein. Licensor agrees Licensee may install and use on the Transit Site a facility for passengers of Licensee vehicles which consists of one or more trash receptacles, benches, signs, passenger waiting shelters, and such other items as may be mutually agreed upon by the parties (collectively, the "Transit Station").

Section 2 - Installation of Transit Station by Licensee. Licensee shall provide all the materials and labor for the construction of the Transit Station on the Transit Site. Licensee shall retain ownership of such Transit Station. The Transit Station shall be comparable to other transit stations currently used by Licensee.

Section 3 - Term. This Agreement shall commence on the date first written above for a term of ten (10) years and shall become automatically renewable thereafter. This Agreement shall terminate ninety (90) days after notice is given by either party of the desire to terminate the Agreement. Upon termination of this Agreement, Licensee shall remove the Transit Station and all of Licensee's equipment at the Transit Site and shall return the Transit Site to substantially the condition existing prior to the installation of the Transit Station.

Section 4 - Damage to the Transit Station. Licensor shall be responsible for day-to-day normal and customary maintenance of the Transit Station, including without limitation, washing the Transit Station from time to time and picking up trash on the Transit Station on a regular basis. Licensee shall be responsible for heavy maintenance, including, but not limited to, painting, removal of graffiti, and repair (including repair of any damage to the Transit Station or Transit Site caused by Licensee and its agents). Such repair will be commenced within three (3) days after Licensee is notified by Licensor, in writing, of such damage.

Section 5 - Insurance and Indemnification. To the extent permitted by applicable law, including, with respect to Licensee, Section 768.28, Florida Statutes, or its successor provision, each party agrees to indemnify, defend, and hold the other, its affiliates, directors, employees, agents and representatives, harmless from and against any and all loss, damage, claims, liabilities and expenses (including, without limitation, costs and expenses for investigation and litigation and reasonable attorneys' fees) (collectively "Claims") in any way arising from or connected with it or its employees', sub-contractors', independent contractors', or agents' performance under this Agreement, except to the extent such Claims are due to the other party's negligence or willful misconduct.

Each party shall maintain at all times, and at its sole cost and expense, at least the following insurance covering its obligations under this Agreement:

Comprehensive General Liability Insurance shall be maintained by the selected firm or individual with limits not less than the following:

\$1,000,000	Bodily Injury and Property Damage-each occurrence
\$1,000,000	Personal & Advertising Injury-each occurrence
\$2,000,000	General Aggregate **
\$2,000,000	Products/Completed Operations Aggregates limit
\$ 10,000	Medical Payments-each occurrence
\$ 100,000	Fire Damage Legal Liability-each occurrence

LYNX should be named as an additional insured if agreed to by both parties

Licensee may maintain such insurance through a self-insurance program. Upon execution of this Agreement, each party shall provide the other with a Certificate of Insurance evidencing all insurance coverage required by the provisions herein. Such Certificate of Insurance shall be updated annually and sent to the individual at the address specified in Section 10 hereof.

Section 6 - Advertising. Licensee may place or permit placement of any advertising materials or public notices similar to those customarily placed on or in transit stations within the Licensee system on the exterior or interior of the Transit Station. Licensee shall have the right to retain all amounts generated by such advertising.

Section 7 - Security. Licensor shall not be responsible for providing security for the Transit Site or for any persons using the Transit Station.

Section 8 - No Partnership. Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto.

Section 9 - Warranties and Representations. Licensor does hereby represent and warrant to Licensee that as of the date of this Agreement:

- (a) Licensor has title to the Transit Site, and the legal description attached hereto is correct and accurate.
- (b) There are no encumbrances on the Transit Site that could adversely affect the License or the Transit Station.
- (c) Neither Licensor, nor, to the best of Licensor's knowledge, anyone else, has dumped, placed or discharged waste materials or hazardous substances on the Transit Site, and that there have been and are no buried, semi-buried or otherwise placed tanks, storage vessels, drums or containers located on the Transit Site.

Section 10 - Notices. Any notice, request, demand, approval, consent or other communication which Licensor or Licensee may be required or permitted to give to the other party shall be in writing and shall be mailed or hand delivered to the other party at the addresses set forth below:

If to Licensor:

If to Licensee:

LYNX
Chief of Administration
455 North Garland Avenue
Orlando, Florida 32801-1518

or to such other address as either party shall have designated by notice to the other pursuant to this paragraph. The time of the rendition of such notice shall be one of the following: (i) two (2) days after same is deposited in an official United States Post Office with postage prepaid, and with certified or registered mail, return receipt requested; (ii) the date of when same is hand delivered; or (iii) the date delivered by overnight courier with confirmation of delivery required.

Section 11 - Authorization. - Each of Licensor and Licensee hereby represent and warrant to the other that as of the date of this Agreement, the undersigned is duly authorized to execute this Agreement on behalf of Licensor or Licensee, respectively.

Section 12 - Choice of Law; Venue. This Agreement and the provisions contained herein shall be construed, controlled and interpreted in accordance with the laws of the State of Florida. Venue for any dispute arising as a result of this Agreement shall be Orange County, Florida.

Section 13 - Attorneys Fees. In connection with any legal proceedings arising out of this Agreement, the prevailing party shall be entitled to recover its costs, expenses, attorney and paralegal fees, including without limitation, those incurred at trial and in any administrative, arbitration, mediation, bankruptcy or appellate proceedings.

Section 14 - Time of the Essence. Time is of the essence of this Agreement.

Section 15 - Severability. If any sentence, phrase, paragraph, provision or portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such holding shall not affect the validity of the remaining provisions.

Section 16 - License to Use Copyrighted Materials and Trademark Rights. Licensor acknowledges that Licensee owns and holds all right, including patents, trademarks, copyrights and trade secrets in and to all elements of the Transit Station and related structures, designs and drawings, including without limitation, the passenger waiting shelter. Licensee hereby grants Licensor a revocable license to use such rights in the Transit Station and related structure, designs and drawings during the term of this Agreement for the purposes addressed in this Agreement. Licensor shall acquire no right or interest in any of these elements by virtue of the Agreement and all uses of these elements and related rights

shall inure to the benefit of Licensee. Licensor agrees not to challenge or otherwise interfere with the validity of Licensee's rights in these elements or Licensee's ownership of these elements and related rights.

AGREED TO by the parties hereto as of the date first above written.

**CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY**

By: _____

By: _____

Signature

Printed Name

Linda S. Watson

Printed Name

Chief Executive Officer

Title

Date: _____

ORL1 #761430 v2

Consent Agenda Item #5.F

To: LYNX Board Of Directors

From: Lisa Darnall
Interim Chief Operating Officer
William Zielonka
(Technical Contact)

Phone: 407.841.2279 ext: 3036

Item Name: Authorization to Award a Security System contract to Nu-Tech National

Date: 10/27/2005

ACTION REQUESTED:

Authorization by the Board of Directors to have the Chief Executive Officer or designee award a contract to NuTech National for the procurement and installation of a security system for the South Street facility as outlined in the LYNX Invitation For Bid (IFB) #05-049, "Security System for LYNX South Street Facility" at a not to exceed amount of \$194,835.

BACKGROUND:

The South Street facility located at 1200 West South Street has been reviewed for its security needs and deficiencies. This location has a need for an integrated security system with input information from door contacts, proximity card readers, cameras, communication hardware, and other devices. Site security will include CCTV coverage for perimeter areas and parking for both LYNX employees and equipment. The system will allow for remote monitoring by security and/or supervisory staff from the LYNX Central Station (LCS) Security CCTV room. A dedicated security monitoring point will be established in the dispatch area where these signals and alarm points will be displayed and monitored. The system will then interface over the LYNX network with the system at the LYNX Central Station (LCS) and future system at the LYNX Operating Center (LOC). The South Street system will work independently in the event that monitoring capabilities at the LYNX Central Station (LCS) are down.

IFB EVALUATION PROCESS:

An IFB was issued on August 4, 2005. Three (3) proposals were received on that date from the following firms listed in alphabetical order:

PROPOSER	SUB-CONSULTANT
ADT Security Services, Inc.	The BRS Group, Inc.
NuTech National	MRS of Tampa
Operations Security Systems, Inc.	Power Engineering Group, Inc.

Each proposal was reviewed and evaluated by the Project Manager.

The following ordinal ranking of the three firms was developed based on pricing:

PROPOSER	COMPOSITE ORDINAL RANKING
NuTech National	1
Operations Security Systems, Inc.	2
ADT Security Services, Inc	3

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

The Authority has established an approved annual DBE goal of 12.25%. The approved annual goal was established for the LYNX Invitation For Bid (IFB) #05-049, “Security System for LYNX South Street Facility.” Nu-Tech National has stated and agreed it will work with the Authority’s Disadvantaged Business Enterprise (DBE) Officer to ensure a good faith effort to contract with DBE’s to meet a goal of not less than 13%. The DBE Officer will work with Nu-Tech National to ensure full contract compliance.

FISCAL IMPACT:

The cost for the South Street facility security system is \$177,123 with an additional 10% contingency (\$194,835). Funding is included in the FY 2005-2006 LYNX capital budget through the use of FTA grant funds.

Consent Agenda Item #5.G

To: LYNX Board Of Directors

From: Lisa Darnall
Interim Chief Operating Officer
Joe Cheney
(Technical Contact)
Richard Solimano
(Technical Contact)

Phone: 407.841.2279 ext: 3036

Item Name: Reauthorization of Contract to Weiss and Woolrich for roof repairs at South Street.

Date: 10/27/2005

ACTION REQUESTED:

Staff seeks authorization by the Board of Directors to permit the Chief Executive Officer (CEO) or designee to reauthorize the award of contract #04-003R to Wiess and Woolrich Contractors for \$254,000. The new contract award of \$254,000 includes an increase of \$20,000 for the rise in material costs from its original award of \$234,000.

BACKGROUND:

In April 2004 an Invitation for Bid (IFB) was issued to secure a contractor to make roof repairs at the South Street Operating Base. This solicitation resulted in only one bid being received. The solicitation was reissued, from which LYNX received three responsive and responsible bids for consideration. At the June 2004 Board of Directors Meeting, the Board authorized the awarding of a contract not to exceed \$234,000 to Weiss and Woolrich Contractors.

Following the notice to proceed in August 2004, Central Florida suffered through several natural disasters causing the delay in construction. As a result in the delay, there was a shortage in needed materials to complete the project. Also, material pricing had substantially increased causing the construction cost to exceed the initial bid. In an effort to minimize costs for the project, in January 2005, LYNX opted to conduct a structural engineering analysis. This analysis proved that a more lightweight concrete would be feasible to complete the roofing project, thereby reducing a substantial increase in project costs. The analysis and design work was completed in June 2005, for a total cost of \$9,115.

LYNX Board Agenda

Upon acceptance of the redesign, LYNX entered into renegotiations with its contractor Weis and Woolrich. The Contractor initially quoted \$40,000, however, staff successfully negotiated the additional cost down to \$20,000.

JUSTIFICATION:

Staff proposes to modify the existing contract to include an additional \$20,000 to accommodate price increases. The option of releasing another IFB would further delay the project by more than 90-days minimum, plus, additional costs will be borne for verification of the design work. Lastly, a new solicitation may yield a higher bid.

Given the risks associated with rebidding, it is in the best interest of LYNX to reauthorize the issuance of contract #04-003R in the amount of \$254,000 that includes \$20,000 for the rise in material costs.

FISCAL IMPACT:

The additional cost of \$20,000 will be grant funded under the FY 05-06 budget

Action Agenda Item #6.H

To: LYNX Board Of Directors

From: Linda Watson
CHIEF EXECUTIVE OFFICER
James McLawhorn
(Technical Contact)

Phone: 407.841.2279 ext: 3017

Item Name: Approval of 2006 State Legislative Priorities

Date: 10/27/2005

ACTION REQUESTED:

Approval of LYNX' state legislative priorities for the 2006 session.

BACKGROUND:

The regular session is scheduled to begin on March 7, 2006, and end on May 5, 2006.

PROPOSED 2006 STATE LEGISLATIVE PRIORITIES:

During the upcoming session, LYNX can have two types of issues on its agenda: appropriations and statutory. LYNX may adopt one of four positions on a given appropriation or proposed statute: support, oppose, take no position, or monitor.

2006 LYNX LEGISLATIVE PRIORITIES

SUPPORT match funding for 5 new LYNX buses via the local member project process.

Out of a fleet of only 237 buses, LYNX currently has 112 buses with over 500 thousand miles and 20 that have over 600 thousand miles, which is the end of their useful life. Fifty percent (50%) of the funding is in place and we are seeking \$650,000 in matching funds through the local member project process.

SUPPORT funding to install an additional thirty bus stop shelters via the local member project process.

Many bus stops throughout the LYNX system do not have shelters for rider use. LYNX is seeking funding to add thirty new shelters to the system. Fifty percent (50%) of the funding is in place and we are seeking \$300,000 in matching funds through the local member project process.

SUPPORT funding for alternative fuel buses from the state energy program funds.

Florida is making a significant commitment to a cutting edge "next generation" of energy technology - LYNX is requesting \$6.5 million funds to purchase energy efficient buses to be earmarked in FY07. We will be working with FDEP and FDOT to secure funds as part of their FY07 work program.

SUPPORT legislation that authorizes a \$2 Local Option Rental Car Surcharge.

LYNX is supporting MetroPlan for a \$2 per day, voter-approved, local option rental car surcharge that would generate a \$40 million for critical transportation projects in the region. Used as a local match funding for the Transportation Regional Incentive Program, the local option rental car surcharge could result in an \$80 million annual investment.

SUPPORT legislation to restructure the Commission for the Transportation Disadvantaged

It is in the best interests of those most vulnerable citizens of our State who utilize these services to alter the membership of the CTD to better reflect their needs. This can be accomplished, in part, by reducing the number of Board members, ensuring that conflicts of interest are eliminated and requiring background checks on appointees. LYNX continues to support legislation that would achieve these goals.

SUPPORT increases to Medicaid and Transportation Disadvantaged funding for ACCESS LYNX.

Medicaid funding for the Transportation Disadvantaged was increased this past fiscal year, but did not offset the significant funding reduction LYNX previously experienced. LYNX would like to see increased funding to provide the level of service required by the state.

SUPPORT LYMMO via the "New Starts" Transit program.

LYNX is proposing to provide new service to Florida Hospital to the North and the Orlando Regional Healthcare System to the South. This has the strong support of the City of Orlando and both healthcare centers. With extensive office and residential development, as well as two hospital expansions, there is increased demand for new service in the downtown core.

OPPOSE Senate Bill SB 210 – This proposed legislation would require local governments that operate public transportation systems to establish a fee schedule so that riders provide at least 50 percent of the operating costs. Fees charged to persons would nearly triple fares from \$1.50 to \$3.75. Aside from discouraging people to use mass transit -- when the opposite should occur -- the proposal would overburden working class riders who rely most on the system.

MONITOR plans from AHCA to allow Medicaid HMOs to become vendors to coordinate and provide transportation services through their own separate networks of transportation providers.

This action will be duplicative and less efficient. Further, such a transfer of responsibilities to Medicaid HMOs will result in irreparable harm to the coordinated system and local governments who will have the additional costs shifted to them.

MONITOR all legislation or appropriations relating to rail projects.

LYNX is interested in all proposed legislation related to commuter rail, light rail and high-speed rail, and their financial impacts on transit.

Work Session Item #7.I

To: LYNX Board Of Directors

From: **Peggy Gies**
CHIEF MARKETING OFFICER
Jeffrey Kaley
(Technical Contact)
Deborah King
(Technical Contact)

Phone: 407.841.2279 ext: 3020

Item Name: Advertising Sales Year End Update

Date: 10/27/2005

BACKGROUND:

The Advertising Sales division will present an overview of the LYNX Transit Advertising program recapping the 2004-05 fiscal year. We will review the successes, mishaps and new policy changes that occurred throughout the year.

LYNX Transit Advertising sales team has been very successful since bringing the sales operations back internally. LYNX has operated under the internal sales mode for almost a year and half and exceeded the 2004-05 projections by 76%.

Information Item J: Ridership Report

To: LYNX Board Of Directors

From: Lisa Darnall
Interim Chief Operating Officer
Glen Waters
(Technical Contact)
Terry Jordan
(Technical Contact)

Phone: 407.841.2279 ext: 3036

Item Name: Ridership Report

Date: 10/27/2005

August 2005 – FINAL

During August 2005, LYNX set a new record ridership month with system-wide total of 2,211,778 passenger boardings. Comparison to the previous year's ridership represents an increase of 14.1% from the 1,938,707 boardings recorded in August 2004. This significant increase over the previous year's ridership can be attributed to local school and business closings combined with the service suspensions associated with Hurricane Charley's landfall on August 13, 2004. Even with this difference in operating days, ridership for all services during August 2005 averaged 81,400 passengers per weekday, an increase of 8.3% when compared to 75,157 passengers per weekday averaged in August 2004. Currently FY 2005's ridership totals for Fixed Route, Special Shuttles, Access LYNX and Van Pool reflect an overall increase of 4.9% over FY 2004.

Fixed route ridership for August 2005 totaled a record-high monthly ridership of 2,147,864 and reflects an increase of 14.3% when compared to the 1,878,772 riders carried in August 2004. Comparisons of August 2005 to the prior month's boardings (July 2005) reflect a 13.0% ridership gain. Escalating gasoline prices and the return to school in early August are both contributing factors to the ridership increases experienced this month.

When comparing individual route ridership during August 2005 to August 2004, three routes (Links 2, 12, and 14) experienced declines in ridership greater than 10%. The service areas on Links 2 and 14 were severely reduced when downtown area routes were shifted to serve the new LYNX Central Station in November 2004. This downward trend is expected to flatten upon the first year anniversary of the LCS move. Reasons for ridership losses on Link 12 are unknown at this time but may be attributed to changes in summer school offerings at the various campuses served by this route. Service Planning staff will continue to monitor these Links for continued weakening and opportunities for improvements.

Route Decreases Greater Than 10%

- Link 2 – Colonialtown (-10.6%)
- Link 12 – Buenaventura Lakes/Boggy Creek (-10.3%)
- Link 14 – Princeton Street/Plymouth Apartments (-18.8%)

In contrast, August 2005 produced 34 routes (or 55% of LYNX fixed routes) with increases of 10% or greater when compared to August 2004. Thirteen of the 34 routes (or 38%), listed below, displayed more significant gains with a greater than 20% increase over the previous year's ridership.

Route Increases Greater Than 20%

- Link 10 – East U.S. 192/St. Cloud (+25.9%)
- Link 20 – Malibu/Pine Hills (+22.8%)
- Link 21 – Carver Shores/Tangelo Park (+20.3%)
- Link 24 – Millenia (+23.0%)
- Link 25 – Silver Star Road (+20.7%)
- Link 26 – Pleasant Hill Road/Poinciana (+28.8%)
- Link 33 – Midway/Sanford Airport (+38.9%)
- Link 39 – U.S. 17-92/Sanford (+21.8%)
- Link 42 – International Drive/Orlando Intl. Airport (+31.8%)
- Link 43 – Central Florida Parkway (+55.6%)
- Link 46 – West S.R. 46/Seminole Towne Center (+33.5%)
- Link 53 – Story Road/Tildenville (+22.9%)
- LYMMO – Downtown Orlando Circulator (+43.6%)

LYNX AVERAGE DAILY RIDERSHIP AUGUST 2005 - FINAL

FY 2005

Service Mode	Day	Oct-04	Nov-04	Dec-04	Jan-05	Feb-05	Mar-05	Apr-05	May-05	Jun-05	Jul-05	Aug-05	Sep-05	AVG DAILY FOR YEAR
LYMMO	Wkday	3,908	3,978	3,713	4,182	4,544	4,089	4,595	4,201	4,065	4,234	4,433		4,177
	Sat	732	1054	1357	1,623	1,440	1,539	1,294	1,315	1,093	1,205	1,373		1,275
	Sun	609	717	591	745	821	854	867	739	651	679	836	763	
25% of Votran (all other Links)	Wkday	16	14	13	14	16	15	14	14	14	15	15		15
	Wkday	77,294	75,616	70,045	74,058	75,646	70,297	72,723	70,699	68,499	69,541	74,373		72,617
	Sat	51,126	48,411	49,800	49,483	50,215	48,793	47,729	47,622	46,424	48,093	50,897		48,963
	Sun	29,606	27,075	25,636	27,472	26,726	28,325	27,414	26,849	27,737	28,416	30,031		27,753
Total Fixed Route	Wkday	81,218	79,608	73,771	78,254	80,206	74,401	77,332	74,914	72,578	73,790	78,821		76,808
	Sat	51,858	49,465	51,157	51,106	51,655	50,332	49,023	48,937	47,517	49,298	52,270		50,238
	Sun	30,215	27,792	26,227	28,217	27,547	29,179	28,281	27,500	28,416	29,252	30,794		28,493
Access LYNX	Wkday	2,142	2,009	1,927	2,040	2,090	2,112	2,080	1,933	2,032	1,912	2,019		2,027
	Sat	754	756	639	656	734	767	759	727	714	686	707		718
	Sun	312	332	438	360	299	332	327	312	278	271	268		321
VanPlan	Wkday	647	711	613	583	617	529	572	531	496	494	560		578
	Sat	136	176	172	105	236	138	118	95	56	98	382		156
	Sun	101	109	161	119	159	89	69	71	70	129	83		105
TOTAL LYNX SERVICES	Wkday	84,007	82,328	76,311	80,877	82,913	77,042	79,984	77,378	75,106	76,196	81,400		79,413
	Sat	52,748	50,397	51,968	51,867	52,625	51,237	49,900	49,759	48,287	50,082	53,359		51,112
	Sun	30,628	28,233	26,826	28,696	28,005	29,600	28,677	27,883	28,764	29,652	31,145		28,919

% CHANGE FROM FY 2004 TO FY 2005

Service Mode	Day	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	YEAR
LYMMO	Wkday	-6.6%	-0.5%	6.9%	10.2%	17.4%	6.0%	24.7%	3.4%	4.3%	17.9%	32.2%		10.8%
	Sat	-10.6%	20.2%	60.0%	94.6%	89.5%	55.3%	59.0%	71.9%	48.7%	71.4%	162.5%		65.2%
	Sun	-5.0%	57.6%	37.4%	54.6%	39.9%	6.7%	78.0%	6.9%	37.7%	59.8%	89.8%		38.5%
25% of Votran (all other Links)	Wkday	2.7%	20.1%	-6.6%	-2.3%	3.0%	-13.5%	-4.5%	-10.4%	-23.1%	-3.3%	-8.3%		-4.2%
	Wkday	8.3%	9.5%	5.7%	6.0%	5.7%	0.4%	4.6%	-0.6%	-3.8%	2.2%	7.4%		4.1%
	Sat	12.1%	7.0%	10.4%	12.3%	9.9%	4.8%	3.1%	3.2%	-7.4%	-2.5%	43.3%		8.0%
	Sun	18.3%	14.4%	14.3%	14.2%	5.5%	8.8%	6.3%	2.9%	0.4%	4.1%	13.6%		6.9%
Total Fixed Route	Wkday	7.5%	8.9%	5.8%	6.2%	6.3%	0.7%	5.7%	-0.3%	-3.4%	3.0%	8.5%		4.4%
	Sat	11.7%	7.3%	11.3%	13.8%	11.2%	5.9%	4.1%	4.3%	-6.6%	-1.4%	45.0%		8.9%
	Sun	17.8%	15.2%	14.7%	15.0%	6.3%	8.7%	7.6%	3.0%	1.1%	5.2%	14.7%		7.5%
Access LYNX	Wkday	8.8%	8.5%	10.0%	9.0%	2.3%	0.5%	-2.2%	-7.2%	-7.0%	-8.3%	6.4%		3.1%
	Sat	11.2%	3.7%	-4.5%	-1.5%	8.6%	4.1%	0.1%	-10.2%	-4.8%	-10.6%	24.9%		3.3%
	Sun	17.7%	5.7%	2.3%	30.4%	-12.8%	7.4%	1.9%	3.0%	-14.5%	-15.0%	-13.8%		0.7%
VanPlan	Wkday	-24.1%	-4.9%	-7.0%	-16.5%	-21.2%	-13.3%	0.2%	-3.1%	-19.7%	-19.4%	-12.6%		-12.1%
	Sat	41.7%	66.0%	7.5%	-13.9%	59.5%	6.2%	0.0%	18.8%	-58.8%	-5.8%	208.1%		28.4%
	Sun	62.9%	47.3%	96.3%	36.8%	37.1%	-6.3%	-18.8%	-23.7%	-11.4%	-2.3%	-37.6%		9.7%
TOTAL LYNX SERVICES	Wkday	7.2%	8.8%	5.8%	6.1%	5.9%	0.5%	5.4%	-0.5%	-3.6%	2.5%	8.3%		4.3%
	Sat	11.8%	7.3%	11.1%	13.5%	11.3%	5.8%	4.0%	4.1%	-6.7%	-1.6%	45.2%		8.9%
	Sun	17.9%	15.2%	14.8%	15.2%	6.2%	8.6%	7.5%	2.9%	0.9%	4.9%	14.1%		7.4%

FY 2004

Service Mode	Day	Oct-03	Nov-03	Dec-03	Jan-04	Feb-04	Mar-04	Apr-04	May-04	Jun-04	Jul-04	Aug-04	Sep-04	AVG DAILY FOR YEAR
LYMMO	Wkday	4,183	3,999	3,472	3,796	3,870	3,859	3,685	4,064	3,897	3,590	3,354	3,446	3,768
	Sat	819	877	848	834	760	991	814	765	735	703	523	590	772
	Sun	641	455	430	482	587	800	487	609	493	523	402	498	534
25% of Votran (all other Links)	Wkday	15	12	13	15	15	17	14	16	19	15	16	13	15
	Wkday	71,358	69,064	66,263	69,853	71,552	70,035	69,495	71,094	71,220	68,022	69,248	69,993	69,766
	Sat	45,599	45,236	45,115	44,072	45,711	46,551	46,272	46,150	50,160	49,308	35,529	44,577	45,357
	Sun	25,016	23,663	22,432	24,064	25,322	26,043	25,791	26,102	27,618	27,292	26,445	31,894	25,974
Total Fixed Route	Wkday	75,556	73,075	69,748	73,664	75,437	73,911	73,194	75,174	75,136	71,627	72,618	73,452	73,549
	Sat	46,418	46,113	45,963	44,906	46,471	47,542	47,086	46,915	50,895	50,011	36,052	45,167	46,128
	Sun	25,657	24,118	22,862	24,546	25,909	26,843	26,278	26,711	28,111	27,815	26,847	32,392	26,507
Access LYNX	Wkday	1,968	1,851	1,752	1,872	2,044	2,101	2,126	2,082	2,184	2,085	1,898	1,618	1,965
	Sat	678	729	669	666	676	737	758	810	750	767	566	534	695
	Sun	265	314	428	276	343	309	321	303	325	319	311	308	319
VanPlan	Wkday	852	748	659	698	783	610	571	548	618	613	641	547	657
	Sat	96	106	160	122	148	130	118	80	136	104	124	130	121
	Sun	62	74	82	87	116	95	85	93	79	132	133	116	96
TOTAL LYNX SERVICES	Wkday	78,376	75,674	72,159	76,234	78,264	76,622	75,891	77,804	77,938	74,325	75,157	75,617	76,172
	Sat	47,192	46,948	46,792	45,694	47,295	48,409	47,962	47,805	51,781	50,882	36,742	45,831	46,944
	Sun	25,984	24,506	23,372	24,909	26,368	27,247	26,684	27,107	28,515	28,266	27,291	32,816	26,922

ROUTE RIDERSHIP REPORT

Link No	Route	FY04 Average Monthly Ridership	Jun-05	% Change June 05 to July 05	Jul-05	% Change July 05 to August 05	Aug-05	% Change August 04 to August 05	August 05 Change as Compared to FY04 Avg. Monthly Ridership
1	N Orange Ave/Altamonte Mall	18,213	15,387	0.5%	15,463	12.9%	17,455	-10.6%	-4.16%
2	Colonia Town	4,710	3,044	-0.9%	3,016	31.4%	3,963	-10.6%	-15.87%
3	Lake Margaret	18,174	19,437	-5.9%	15,485	22.8%	18,998	13.0%	4.54%
4	South U.S. 441/Kissimmee	143,042	134,011	5.4%	141,186	7.3%	151,505	8.3%	5.92%
5	Lake George/Fort Gatlin	5,132	4,349	-19.4%	3,504	53.2%	5,369	5.1%	4.61%
6	Dixie Belle	19,188	16,650	2.6%	17,083	12.7%	19,251	6.2%	0.33%
7	S. Orange Ave/Florida Mall	23,949	24,168	-3.9%	23,231	18.1%	27,427	19.4%	14.52%
8	W. Oak Ridge Rd./Int'l Dr.	143,115	146,311	1.1%	147,978	10.3%	163,199	13.2%	14.03%
9	N. Orange Ave/Rosemont	29,317	27,263	-3.7%	26,257	13.3%	29,739	7.4%	1.44%
10	East U.S. 192/St. Cloud	20,552	20,056	-0.8%	19,898	12.3%	22,350	25.9%	8.75%
11	S. Orange Ave/OIA	36,190	33,530	1.6%	34,068	7.0%	36,463	-6.7%	0.75%
12	Buenaventura Lks/Boggy Ck	8,687	8,746	-29.2%	4,776	51.4%	7,233	-10.3%	-16.54%
13	University of Central Florida	35,177	30,972	-5.1%	29,380	21.6%	35,730	6.3%	1.57%
14	Princeton Street/Plymouth Apts.	8,081	5,445	-7.2%	5,051	23.9%	6,259	-18.8%	-22.55%
15	Curry Ford Rd./C.C. East	45,516	41,936	-0.9%	41,547	19.1%	49,480	14.6%	8.71%
16	College Park/The Meadows	12,191	11,141	-33.3%	7,430	46.3%	10,870	-0.4%	-10.83%
17	North U.S. 441/Abopka	51,748	48,057	-0.1%	48,026	12.5%	54,049	6.3%	4.45%
18	S. Orange Ave/Kissimmee	34,941	32,924	-2.6%	32,076	11.5%	35,751	9.0%	2.32%
19	Richmond Heights	27,450	25,143	-3.1%	24,362	28.0%	31,195	19.7%	13.64%
20	Malibu/Pine Hills	59,676	59,210	-6.1%	55,599	22.7%	68,235	22.8%	14.34%
200	Volusia Express	328	316	-6.0%	297	15.8%	344	-4.2%	4.91%
21	Carver Shores/Tangelo Park	70,050	81,588	-2.5%	79,537	13.0%	89,840	20.3%	28.25%
22	Richmond Estates	27,153	23,934	-10.4%	21,447	38.2%	29,641	17.3%	9.16%
23	Winter Park/Forest City	26,778	24,348	-2.0%	23,867	20.9%	28,854	12.2%	7.75%
24	Millenia	7,745	8,879	3.6%	9,200	10.2%	10,142	23.0%	30.95%
25	Silver Star Rd.	69,482	71,518	-3.1%	69,325	14.5%	79,348	20.7%	14.20%
26	Pleasant Hill Rd./Poinciana	14,163	12,714	4.0%	13,224	23.2%	16,289	28.8%	15.01%
27	Plant St/Oakland	7,480	6,393	2.7%	6,563	20.1%	7,884	8.6%	5.40%
28	E. Colonial Dr./Azalea Park	40,434	40,887	2.5%	41,896	13.4%	47,502	14.3%	17.48%
29	E. Colonial Dr./Goldenrod	39,373	39,600	2.1%	40,421	9.8%	44,386	9.5%	12.73%
30	Colonial Dr./Crossdown	48,215	47,149	3.5%	48,801	3.3%	50,422	5.8%	4.53%
300-304	Downtown Disney Direct	13,425	15,873	5.4%	16,732	2.4%	17,126	18.3%	27.57%
Lymmo		86,301	96,514	-0.8%	95,721	15.4%	110,496	43.6%	28.04%
32	Union Park/Bithlo	4,221	4,237	-11.4%	3,756	34.0%	5,032	15.3%	19.20%
33	Midway/Sanford Airport	1,643	2,197	1.7%	2,294	8.6%	2,427	38.9%	47.68%
34	Sanford/Goldsboro	7,707	6,496	2.0%	6,629	22.2%	8,099	5.0%	4.10%
36	Lake Richmond	23,946	21,701	-5.5%	20,511	21.5%	24,928	3.2%	4.10%
37	Park Promenade Plaza/Florida Mall	51,921	58,803	0.7%	59,227	10.1%	65,237	16.2%	25.65%
38	Downtown Orlando/Int'l Dr.	13,718	15,019	4.6%	15,711	-4.6%	14,981	14.6%	9.21%
39	U.S. 17-92/Sanford	56,655	56,377	2.5%	57,803	12.7%	65,161	21.8%	15.01%
40	American/Universal Orlando	36,384	33,889	3.1%	34,947	11.8%	39,082	-2.9%	7.42%
41	S.R. 436/Crosstown	117,584	120,992	-2.2%	118,342	8.8%	128,710	12.7%	9.46%
42	International Dr./OIA	65,827	75,959	12.5%	85,486	2.5%	87,597	31.8%	33.07%
43	Central Florida Pkwy	11,127	15,722	-9.5%	14,284	21.8%	17,342	55.6%	55.85%
44	Claracona/Zellwood	16,955	17,825	-17.4%	14,716	28.0%	18,830	19.1%	11.06%
45	Lake Mary	2,582	3,427	0.9%	3,459	26.5%	4,374	-3.9%	69.42%
46	W. S.R. 46/Seminole Towne Ctr.	9,814	10,648	10.4%	11,752	7.1%	12,587	33.5%	28.26%
47	Oviedo	3,970	4,084	-10.3%	3,682	7.5%	3,937	17.5%	-0.83%
48	W. Colonial Dr./Park Promenade	45,110	42,921	2.3%	43,918	17.6%	51,654	17.1%	14.51%
49	W. Colonial Dr./Pine Hills	46,402	43,051	-8.3%	39,472	25.9%	49,676	10.5%	7.06%
50	Downtown Orlando/Magic Kingdom	34,962	41,857	8.4%	45,361	-2.2%	44,364	11.2%	26.89%
51	Conway/OIA	31,191	32,738	-3.3%	31,668	16.3%	36,835	17.6%	18.09%
52	Pine Castle/Tradeport	5,798	5,571	-6.2%	5,227	11.3%	5,820	1.0%	0.39%
53	Story Rd./Hildenville	8,318	9,398	-16.4%	7,861	22.6%	9,638	22.9%	15.87%
54	Old Winter Garden Rd.	13,986	14,280	-1.9%	14,014	17.1%	16,414	16.0%	17.36%
55	West U.S. 192/Orange Lake	26,477	30,042	4.9%	31,469	3.8%	32,666	7.0%	23.37%
56	West U.S. 192/Magic Kingdom	28,315	32,757	5.6%	34,593	4.8%	36,244	13.8%	28.00%
57	John Young Pkwy	14,056	13,368	-3.6%	12,901	26.3%	16,290	15.0%	16.06%
Unknown	Farabox Errors	17,566	15,766	-18.1%	18,626	24.3%	23,144	-6.7%	31.83%
Total		1,892,163	1,901,638	-0.1%	1,900,006	13.0%	2,147,864	14.3%	13.5%

Information Item K: Financial Reports

To: LYNX Board Of Directors

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

Phone: 407.841.2279 ext: 3047

Item Name: Monthly Financial Reports

Date: 10/27/2005

For your review, please find attached the Monthly Financial Reports for the eleven months ending August 31, 2005. The Preliminary Monthly Financial Reports for the twelve months ending September 30, 2005 will be provided as a hand-out at the October 27, 2005 Board meeting.

EXECUTIVE SUMMARY REPORT

For the Eleven Months ending August 31, 2005

LYNX' Operating Statement for the Eleven Months ending August 31, indicates total revenue earned in the amount of \$77,052,903 and total expenses incurred in the amount of \$76,215,009 resulting in an operating profit in the amount of \$837,894. In addition:

- The Fixed Route Services resulted in an operating profit in the amount of \$1,088,587 for the eleven months of operations.
- ACCESS LYNX' operations resulted in an operating loss in the amount \$(250,693) for the eleven months of operations.

The Fixed Route Services positive results relate to lower than anticipated cost. During the fiscal year-end close, outstanding expenses will be accrued and various adjustments will be made to account for all appropriate transactions. As such, we are anticipating year-end expenses in the amount of \$900,000 that will significantly decrease the amount of operating profit. The LYNX staff continues to curtail expenses on discretionary items for the remainder of the fiscal year.

In regard to the ACCESS LYNX program, the number of paratransit trips increased slightly for the month of August, but the total trips year-to-date are still below our original projections. This is primarily due to the March 2005 fare increase and changes in the Medicaid program policy and procedures. LYNX staff continues to closely monitor this program to ensure that compliance related to service performance and contract administration is meeting expected objectives. The implemented changes in the ACCESS LYNX program and other factors continue to reduce the originally anticipated deficit.

In addition, we continue to experience dramatic increases in our fuel costs this year and in July 2005, had projected an overall deficit of \$300,000 for the fiscal year. We are now projecting only a \$70,000 - \$80,000 deficit for the fiscal year-end. This is due to the significant increase in customer fares for the month of August in the amount of \$220,935 compared to the average fare revenue for the past ten months.

Please note that the Customer Fare revenue increase is consistent with the ridership increase. Several factors, such as students back in schools, high gas prices, and other economic issues contribute to the increase.

REPORT ON FINANCIAL OPERATIONS

Eleven Months Ending August 31, 2005

Summary

For the period October 1, through August 31, 2005, revenues totaled \$77,052,903 and expenses totaled \$76,215,009, which indicates excess revenue in the amount of \$837,612 for the eleven months of the fiscal year. Listed below are significant facts regarding operations for the eleven months of FY 2004-2005:

Revenues

Customer Fares - These fares are generated from fixed route bus operations and the ACCESS LYNX paratransit operations. Revenue is earned through either fares collected directly from customers at the time of boarding or through prepayment by customers participating in various pass and ticket programs offered by LYNX. Revenue earned year-to-date represent 96.11% of the annual budgeted amount, which is above the amount anticipated. In addition, customer fares increased \$1,939,718 or 14.23% as compared to the same period last year. This is primarily due to the significant increase in ridership year-over-year and the fare increase implemented in March 2005.

Contract Services - These are public transportation services provided by LYNX (MV Transportation) as part of both the fixed route operations and the ACCESS LYNX paratransit operations. Contract services provided as part of the fixed route operation are based on a mutually agreed upon service area and related customer fares for each entity. Other entities contracting with LYNX to provide service are billed on a cost per hour basis for each hour or portion of an hour of service provided. Contract services provided as part of the ACCESS LYNX paratransit operations are provided on a cost per trip basis. Revenue earned year-to-date represent 93.08% of the annual budgeted amount, which is above the amount anticipated.

Interest and Other Income - These are revenues earned from interest on cash balances and displaying advertising materials on the outside of buses and other non-transportation type revenue. Revenue earned year-to-date represent 106.45% of the annual budgeted, which is above the amount anticipated. This is due to higher amounts for interest income and shelter advertising revenue than planned.

Operating Assistance - These revenues consist of funds received from the Federal government, the State of Florida, and local governmental entities located within jurisdictions currently served by LYNX. Revenue earned year-to-date represents 83.29% of the annual budgeted amount, which is below the amount expected. Revenue earned year-to-date indicates an increase in the amount of \$324,006 or .73% as compared to the same period last year. The budget variance is primarily due to lower than anticipated revenues/expenses incurred relating to planning projects, specifically the Flex Bus.

Fund Balance - These funds are undesignated excess dollars from prior years that are recorded as deferred revenues until needed to support current year operating expenses. Such funds are included in the budget to support the current year reserves and other operating expenses.

Expenses

Labor - These are expenses incurred for the pay and allowances due employees in exchange for the labor services they render on behalf of the transit system. Expenses incurred year-to-date represent 90.62% of the annual budgeted amount, which is below the target for the *eleven months* of this fiscal year.

Fringe Benefits - These are expenses in the form of payments or accruals to others on behalf of an employee and payments or accruals direct to an employee arising from something other than performance. Expenses incurred year-to-date represent 89.10% of the annual budgeted amount, which is below the targeted amount budgeted year-to-date.

Professional Services - These are expenses incurred in the form of labor and other work provided by outside organizations for fees and related expenses. Expenses incurred year-to-date represent 43.44% of the annual budgeted amount. Expenses such as other professional fees pertaining to planning projects are lower than anticipated for the *eleven months* of the fiscal year. In addition, expenses for legal fees, contract maintenance, and various promotional and production expenses are less than budgeted. This line item reflects only invoices paid to date, because LYNX does not accrue these expenses on a monthly basis.

Materials and Supplies - These are expenses incurred for the purchase of tangible products obtained from outside suppliers or manufactured internally. Expenses incurred year-to-date represent 116.82% of the annual budgeted amount, which is higher than the amount anticipated for *eleven months* of the fiscal year due to significant increases in fuel prices and vehicle repairs and maintenance.

Utilities and Taxes - These are expenses incurred for utilities and for taxes levied by federal, state, and local governments. Expenses incurred year-to-date represent 101.48% of the annual budgeted amount, which is higher than anticipated due to additional utility expenses related to operating the LCS and increased telephone expenses.

Casualty and Liability Insurance Costs - These are expenses incurred that include cost elements covering protection of the system from loss through insurance programs and compensation of others for their losses due to acts for which the transit system is liable. Expenses incurred year-to-date represent 64.16% of the annual budgeted amount.

Purchased Transportation Services - These are expenses incurred in the form of payments or accruals to other transit systems for providing transportation service. Expenses incurred year-to-date represent 93.60% of the annual budgeted amount, which is slightly above the amount anticipated for the *eleven months* of the fiscal year due to increases in trips.

Leases and Miscellaneous Expenses - These are expenses incurred for vehicle and facility leases and other miscellaneous expenses. Expenses incurred year-to-date represent 67.47% of the annual budgeted amount, primarily due to significantly lower than anticipated lease expenses, as a result of the ELC amendment relinquishing the 3rd floor.

Interest Expense - These are expenses incurred for amounts charged on general long-term debt. The interest expense relates to the leasing of vehicles for LYNX' Road Rangers Program. Expenses incurred year-to-date represent 30.32% of the annual budgeted amount.

Reserves - The reserves are established as a percentage of the total budgeted operating expenses for the current fiscal year. Such reserves provide a contingency for unanticipated expenses.

LYNX

OPERATING STATEMENT
ELEVEN MONTHS ENDING August 31, 2005

	CURRENT MONTH INCURRED	YEAR TO DATE INCURRED	ANNUAL BUDGET	VARIANCE (OVER) OR UNDER	PERCENTAGE OF BUDGET
REVENUES:					
Customer Fares	\$ 1,616,401	\$ 15,571,066	\$ 16,201,286	\$ 630,221	96.11%
Contract Services	1,306,909	14,578,485	15,663,060	1,084,575	93.08%
Interest and Other Income	331,476	2,124,817	1,996,154	(128,663)	106.45%
Operating Assistance:	0				
Federal	914,977	9,396,200	12,278,039	2,881,839	76.53%
State	784,818	8,610,130	11,370,068	2,759,938	75.73%
Local	2,453,382	26,772,206	30,112,106	3,339,900	88.91%
Fund Balance	-	-	150,000	150,000	-
TOTAL REVENUES	<u>7,407,963</u>	<u>77,052,903</u>	<u>87,770,713</u>	<u>10,717,810</u>	<u>87.79%</u>
EXPENSES:					
Salaries and Wages	2,801,544	29,556,406	32,615,708	3,059,302	90.62%
Fringe Benefits	1,324,248	15,520,237	17,419,487	1,899,250	89.10%
Professional Services	393,597	4,623,592	10,642,670	6,019,078	43.44%
Materials and Supplies	1,050,928	10,368,870	8,876,100	(1,492,770)	116.82%
Utilities and Taxes	98,826	1,054,462	1,039,067	(15,395)	101.48%
Casualty and Liability Insurance	173,960	950,283	1,481,157	530,874	64.16%
Purchased Transportation Services	1,097,967	12,740,953	13,612,586	871,633	93.60%
Leases and Misc. Expenses	110,896	1,395,530	2,068,518	672,988	67.47%
Interest Expense	385	4,676	15,420	10,744	30.32%
Reserves	-	-	0	0	-
TOTAL EXPENSES	<u>7,052,352</u>	<u>76,215,009</u>	<u>87,770,713</u>	<u>11,555,704</u>	<u>86.83%</u>
EXCESS (DEFICIT) OF REVENUES OVER EXPENSES	<u>\$ 355,612</u>	<u>\$ 837,894</u>	<u>\$ -</u>		
ELEVEN MONTHS BENCHMARK PERCENTAGE					<u>91.67%</u>

**Information Item L:
Administrative Support Report**

To: LYNX Board Of Directors

From: Sylvia Mendez
CHIEF ADMINISTRATIVE OFFICER
Karen Kenning
(Technical Contact)
Patrick Grimison
(Technical Contact)
Richard Solimano
(Technical Contact)

Phone: 407.841.2279 ext: 3129

Item Name: Procurement Activities

Date: 10/27/2005

A. PROCUREMENT ACTIVITIES

The Administrative Support Department's responsibilities include procurement of goods and services through a competitive process. The report below lists all current Bids and RFPs with their release date and opening date for end of FY 2005 and FY2006.

RFP/IFB Number	Description	Date Issued	Opening Date	SEC Meeting Date
IFB 05-050	Public Time Tables	August	September	None
IFB 05-049	Security Systems for South Street	August	September	September
IFB 05-056	Printing of LYNX Schedule Books	August	September	None
RFP 06-001	Federal Lobbying	October	October	November
IFB 06-002	Printing of Access LYNX Tickets	October	November	None
RFP 06-003	TVA Consultants	October	November	None
IFB 06-004	Lawn Maintenance	October	November	None
IFB 06-005	Shelter Maintenance	October	November	None

LYNX Board Agenda

RFP/IFB Number	Description	Date Issued	Opening Date	SEC Meeting Date
IFB 06-006	Trash Removal at Bus Stops/Shelters	October	November	None
IFB 06-007	Steam Cleaning of Bus Stops/Shelters	October	November	None
RFP 06-009	Educational Campaign	October	November	November

Information Item M: Government Affairs and Communications Report

To: LYNX Board Of Directors

From: **Peggy Gies**
CHIEF MARKETING OFFICER
Deborah King
(Technical Contact)

Phone: 407.841.2279 ext: 3020

Item Name: Marketing Report

Date: 10/27/2005

Monthly Activity Report – September 2005

BUS ADVERTISING / SALES

	LYNX Contracts	Culver Contracts	Contracts FYTD
Advertising Sales Revenue	78,683	N/A	1,193,281
Admin Fee to Culver Amherst @ 40%	N/A	N/A	66,176
Net Revenue to LYNX Per Agreement	78,683	N/A	1,165,635

BUSINESS RELATIONS

Commuter Choice Transportation Program

Activity	CCP Performance	
Carpool/Vanpool Inquires	Phone: 149 Internet: 80	
Carpool/Vanpool Transit Letters & Matches	Letters: 90 Matches: 35	
Number of Commuter Choice Vanpool Participants	597	<u>Total Revenue Miles YTD</u> 721,152
Vanpools	New: 8 Returned: 0	<u>Current Vans In Service</u> 42

LYNX Board Agenda

Pending Vanpool Interest	NAVAIR TSA Disney Healthy Families Orange Labor Finders Veterans Administration Cypress Pointe US Air Lockheed Martin Kennedy Space Center Universal Orange Lake Summer Bay Gaylord Palms Bell South Orange County Clerk of Courts Sheraton Studio City	
Number of Employers Contacted	212	
Number of Employees Contacted	145	
Employer Program Presentations	Disney SeaWorld ORHS Hyatt Airport Swan + Dolphin Hotels Lockheed Martin Quest Orlando Regional Healthcare Clarion Hotels Glatting Jackson AAA Loews Hotels US Department of Justice Transportation Security Admin. NAVAIR Sheraton Studio City	
Employee Vanpool Presentations	Gaylord Palms (100) Dial America Marketing (45) Kennedy Space Center (25)	<u>Total Participants</u> 170
Other Business Presentations/Meetings	Downtown Orlando Transportation Workshop (55) HSMAI Luncheon (60) Downtown Orlando Partnership Luncheon (700) Business at Breakfast (200)	<u>Total Participants</u> 1,015

Vanpool

LYNX added the following Vanpools:

<u>AGENCY</u>	<u>VEHICLES</u>
NAVAIR	2
Transportation Security Administration	2
Lockheed Martin	2

LYNX Board Agenda

Kennedy Space Center
US Air

Bus Pass Consignment

LYNX added the following consignors:

Employers

SeaWorld of Florida

Walt Disney World Swan & Dolphin Hotels

Business Relations Events

Business At Breakfast

LYNX exhibited at this event that is produced by the Orlando Regional Chamber of Commerce. The Business At Breakfast events generate an attendance of several hundred local business people. We were able to distribute information and network with these individuals to further promote our transportation benefit programs.

Hospitality Sales & Marketing Association Luncheon

This was an event which was sponsored by LYNX and at which we had a five minute speaking opportunity as well as signage, and a table for our brochures. Approximately 60 individuals attended this event.

Downtown Orlando Transportation Workshop

The transportation workshop was hosted by LYNX and provided local businesses and community leaders the opportunity to learn about transportation development within our community. Approximately 60 individuals attended this event.

Winter Park Chamber Business Expo

LYNX exhibited at this event and provided information on our programs to the several hundred attendees. We were also able to network with the other vendors at this event and obtained several leads for further follow-up.

MARKETING

Jobs Opened/Completed

Jobs Opened	Jobs Completed	Jobs Opened FYTD	Jobs Completed FYTD
19	20	185	190

Media Report

Television	Spots	Value
WB18	36	\$6,410
Telemundo	62	\$5,790

LYNX Board Agenda

Univision	40	\$3,400
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Radio	Spots	Value
LaRumba	44	\$5,000
WPYO – Power 95	28	\$1,250
WLOQ 103	45	\$5,000
WDBO	50	\$2,500
WMMO	34	\$4,160
MIX 105	62	\$5,000
WOCL – O’Rock	30	\$2,500
WJHM – JAMZ	56	\$5,020
WWKA – K92	29	\$3,100
MAGIC 107	36	\$5,000
WHTQ	20	\$2,780

Website Usage

Average Hits per Day	60,692
Average Users per Day	2,334
Average Hits per User	26.01
Average Time Spent on Site	11 min. 08 sec.
Approximate Visits per User	2.64

Total Page Hits	443,653
Total User Visits	70,012
Total Unique IP (visits)	26,485

Marketing Activities

Network Orlando

Marketing participated at this event sponsored by the Orlando Convention and Visitors Bureau. With many service industry employers in attendance, we were able to distribute a great deal of information regarding fixed route and carpool/vanpool services.

Fun Friday

From the feedback received from customers and employees alike, this was the best one yet! The band, New Generations Branches Steel Drum Band featured musicians from the age of nine up to 50! One of our operators is a band member and performed to the delight of all onlookers. As a special part of this Fun Friday, we collected Hurricane kits and cash donations for the Salvation Army for hurricane relief efforts.

Information Item N: Planning Division Report

To: LYNX Board Of Directors

From: **Lisa Darnall**
Interim Chief Operating Officer
Jennifer Clements
(Technical Contact)
Lachant Barnett
(Technical Contact)
Glen Waters
(Technical Contact)

Phone: 407.841.2279 ext: 3036

Item Name: Planning Report

Date: 10/27/2005

STRATEGIC PLANNING

Comprehensive Operations Analysis (COA)

In March of this year the LYNX Board approved a contract award to Manuel Padron & Associates, Inc. for the COA Study. The COA will ultimately provide fixed route bus service recommendations for the near-term (1-3 years), short-term (4-5 years), and long-term (10-15 years).

Staff has received a Draft Technical Memorandum #3 “Ridecheck Methodology & Results Report” from the consultant. This document is under review and Draft Technical Memorandum #4 “On-Board Survey Results” is anticipated this month.

Service Development Grants

LYNX staff met with Lake-Sumter Metropolitan Planning Organization (MPO) and the Florida Department of Transportation (FDOT) to discuss future routing and possible park and ride locations for the Clermont/Downtown Orlando Express service. The meeting included a tour of several properties in Lake County that would be suitable park and ride lots for commuters traveling from Lake County to Downtown Orlando and vice versa. Based on this information, LYNX staff developed a priority list of the park and ride locations, which was provided to the MPO and FDOT.

Discussions continue with UCF staff regarding routing of the Alafaya Circulator service that will be partially funded through the service development grant. UCF staff would like to see the route go further north on Alafaya Trail to serve the Siemens building located just beyond the Orange

County line. Staff will continue to review densities, financial impacts and desired circulation patterns as the best routing for this service is determined.

Customer Amenities

Installation of two shelters has begun in Azalea Park. The first shelter is located immediately off S.R. 436 at the first bus stop on Dahlia Drive near the community convenience store and the second shelter is located in front of Christ the King Episcopal Church. The shelters are scheduled for completion October 14, 2005.

Construction has been completed on the Apopka Superstop and only punch list items remain. The new Superstop began serving Links 17, 41, and 44 on October 9, 2005.

Staff reviewed and commented on the Kissimmee Intermodal Center Revised Concept Plan. This intermodal facility will serve LYNX, Greyhound, Amtrak and Commuter Rail.

Development of Regional Impact (DRI)/Major Roadway Project Development & Environment (PD&E) Studies

Staff attended a public meeting, reviewed plans and commented on the S.R. 426 PD&E study for the City of Oviedo. Staff also commented on the S.R.50/Good Homes Road PD&E study.

Staff held meetings with the developers of Winter Garden Village at Fowler Groves and the Plaza Collina development in Lake County to determine transit uses that would be created from the development. Staff also discussed possible sources of funding from the developer to address transit needs stemming from the planned residential and/or commercial uses located within these developments.

Flex Bus

LYNX has executed the contract for 100% completion of the Design and Engineering for Implementation of the Flexible Bus Rapid Transit System, issuing Notice to Proceed to TranSystems. A project kickoff meeting was held with LYNX, FDOT, Altamonte Springs and Consultant staff to begin work on this phase.

SERVICE PLANNING & SCHEDULING

December 11, 2005 Service Change

The next scheduled service change and Operators' bid will take effect on Sunday, December 11, 2005. The following is an outline of those changes.

Link 8 – West Oak Ridge Road/International Drive – Running time adjustments are being made to improve on-time performance and schedule adherence. The route's terminus is also being moved from Westwood Boulevard to the Orlando Premium Outlets to provide safe, off-street parking and restroom facilities for our Operators. Operating costs for this initiative were included as a maintenance of service item in the FY 06 budget.

Link 13 – University of Central Florida – Running time adjustments are being made to improve on-time performance and schedule adherence. The adjustments are being made within the existing allocations for this route, thus there is no increase in operating costs.

Link 27 – Plant Street/Oakland – Departure times from the West Oaks Mall are being adjusted to improve connectivity with outer routes in the LYNX system.

Link 30 – Colonial Drive Crosstown – Evening departure times from the West Oaks Mall and the University of Central Florida are being adjusted to improve connectivity with outer routes in the LYNX system.

Link 33 – Sanford Airport/Midway – Running time adjustments are being made to improve on-time performance and schedule adherence. Also, a ½ mile deviation is being added to serve the Delta Connection Flight School. The school serves approximately 400 students daily. There is no additional operating cost associated with this improvement as the additional running time was found within the existing resources allocated to this route.

Link 40 – Americana Boulevard/Universal Orlando – Departure times from LYNX Central Station and Universal Orlando are being adjusted to improve connectivity with outer routes in the LYNX system.

Link 43 – Central Florida Parkway – Departure times from Universal Orlando and the Florida Mall are being adjusted to improve connectivity with outer routes in the LYNX system.

Link 47 – Oviedo – Evening departure times from the University of Central Florida are being adjusted to improve connectivity with outer routes in the LYNX system.

Link 53 – Story Road/Tildenville – Departure times from the West Oaks Mall are being adjusted to improve connectivity with outer routes in the LYNX system.

Link 54 – Old Winter Garden Road – Departure times from LYNX Central Station and the West Oaks Mall are being adjusted to improve connectivity with outer routes in the LYNX system.

Link 304 – Rio Grande/Vistana Resort Downtown Disney Direct – The starting point for Link 304 is being moved two blocks north to US 441 & Anderson Street. This move is to accommodate a passenger request to board the route as it travels “out of service” from the garage. There are no additional operating costs associated with this service improvement.

Information Item O: ACCESS LYNX Operations Report

To: LYNX Board Of Directors

From: **Lisa Darnall**
Interim Chief Operating Officer
William Hearndon
(Technical Contact)
Randolph Cantor
(Technical Contact)

Phone: 407.841.2279 ext: 3036

Item Name: Paratransit Operations Statistical Report

Date: 10/27/2005

Ridership Information

There were 56,367 trips booked in September 2005. Of the 56,367 trips scheduled to operate, 10,080 (17.88%) were cancelled and 1,703 (3.02%) were classified as “no-shows.” The number of billable trips provided by Paratransit Operations in September 2005 was 44,584 (79.10% of the total trips booked), with an additional 3,029 trips provided to Personal Care Attendants/Escorts/Companions.

The total number of billable trips provided by the coordinated system for the fiscal year to date is 540,573, with an additional 38,307 trips provided to Personal Care Attendants/Escorts/Companions. These trips were provided to customers who are elderly, transportation disadvantaged, or disabled.

In fiscal year 2005, LYNX budgeted 42,461 billable trips per month. The budgeted billable trip level has been exceeded by approximately 4.99% in September 2005. Year-to-date, LYNX is over the budgeted billable trip level by approximately 6.09%.

A rolling 13-month report is provided to compare service today to service a year ago. The final column shows percentage of change from September 2004 to September 2005.

MONTHLY PARATRANSIT STATISTICAL BREAKDOWNS

Category	September 2004	October 2004	November 2004	December 2004	January 2005	February 2005	March 2005	April 2005	May 2005	June 2005	July 2005	August 2005	September 2005	2004 to 2005 Difference
Compendiums & Concerns	2	3	6	18	11	9	17	16	16	7	11	19	4	100.00%
Customer Service	4	12	11	24	23	14	23	20	15	10	15	28	28	600.00%
Discourtesy	0	0	0	0	0	0	0	0	0	0	0	0	0	#DIV/0!
Drivers and Driving	50	57	39	28	49	40	53	38	36	41	29	60	54	8.00%
Equipment	2	6	1	3	3	3	5	1	6	4	6	5	7	250.00%
Passenger	0	0	0	0	0	0	0	0	0	0	0	0	0	#DIV/0!
Risk Management	1	2	1	3	1	1	2	3	2	3	0	0	1	0.00%
Scheduling	3	14	5	5	14	13	7	9	6	5	4	8	7	133.33%
Other	1	1	2	2	3	4	7	2	2	3	0	7	4	300.00%
Timeliness	87	170	127	93	153	247	267	233	202	153	215	230	208	139.08%
Total Concerns	148	262	186	158	246	322	364	306	269	219	269	338	309	108.78%
Total Reservations Accepted	53,630	57,012	57,534	60,287	56,565	54,023	61,617	56,835	59,307	56,403	53,593	59,191	56,367	5.10%
Concerns per 1,000 Trips *	2.76	4.60	3.23	2.62	4.35	5.96	5.91	5.38	4.54	3.88	5.02	5.71	5.48	98.65%
No-Shows	2,214	2,300	2,025	2,190	1,908	1,809	2,253	1,901	2,598	1,996	1,995	1,984	1,703	-23.08%
Cancellations & Sub. Changes	15,219	8,354	10,433	13,186	10,184	9,470	10,233	9,504	12,864	9,344	9,770	10,077	10,080	-33.77%
Completed Trips	36,197	46,358	45,076	44,911	44,473	42,744	49,131	45,430	43,845	45,063	41,828	47,130	44,584	23.17%
No-Show Rate	4.13%	4.03%	3.52%	3.63%	3.37%	3.35%	3.66%	3.34%	4.38%	3.54%	3.72%	3.35%	3.02%	-26.81%
Cancellation Rate	28.38%	14.65%	18.13%	21.87%	18.00%	17.53%	16.61%	16.72%	21.69%	16.57%	18.23%	17.02%	17.88%	-36.98%
Completed Trips	67.49%	81.31%	78.35%	74.50%	78.62%	79.12%	79.74%	79.93%	73.93%	79.89%	78.05%	79.62%	79.10%	17.19%
ADA	14,749	21,446	20,359	20,279	20,592	19,908	22,346	20,118	18,962	19,471	18,109	19,818	18,806	27.51%
TD	4,604	5,348	5,616	5,911	5,906	5,744	6,848	6,366	6,185	6,154	5,951	6,591	6,117	32.86%
Medicaid	11,601	14,461	13,903	13,761	13,129	12,157	13,774	13,004	12,946	13,647	12,804	14,185	13,853	19.41%
Coordinated Medicaid	7,879	8,774	8,476	8,441	8,077	7,876	9,690	9,036	8,581	9,105	7,828	9,541	8,825	12.00%
Other	0	7	2	2	0	0	16	0	8	0	8	0	12	#DIV/0!
Completed Passenger Trips by Sponsor	26,380	33,838	32,398	32,056	32,138	30,902	36,417	32,454	31,172	32,394	29,476	33,235	31,166	18.14%
Completed Trips by Space Type	8,828	11,333	11,515	11,675	11,318	10,868	12,689	12,016	11,784	11,708	11,317	12,767	12,317	39.52%
Other Stats	989	1,187	1,163	1,180	1,017	974	1,025	960	889	961	1,035	1,128	1,102	11.43%
	2,636	3,678	3,280	3,483	3,231	2,941	3,543	3,094	2,837	3,314	2,872	3,005	3,029	14.91%
Average Call Hold Time *	1:41	2:57	3:02	2:12	2:36	2:31	2:35	3:30	2:44	2:08	2:09	2:32	2:24	42.57%
On Time Performance *	83%	84%	83%	89%	91%	87%	89%	90%	91%	87%	86%	82%	87%	4.76%
Productivity (Passengers/Hour)	1.19	1.29	1.29	1.21	1.39	1.24	1.28	1.33	1.32	1.38	1.32	1.45	1.51	26.89%

Estimated based on information available at the time of report compilation

* System Standards: Concerns per 1,000 Trips - Less than 1.0 Exceeds Standards; 1.0 to 2.0 Meets Standards
 Average Call Hold Time - 2:00 or less Exceeds Standards; 2:01 to 3:00 Meets Standards
 On Time Performance - More than 96% Exceeds Standards; 94% to 95.9% Meets Standards

Information Item P: LYNX Central Station and New Operating Base Report

To: LYNX Board Of Directors

From: **Lisa Darnall**
Interim Chief Operating Officer
Jennifer Clements
(Technical Contact)
Allan Lemaux
(Technical Contact)
Sherry Zielonka
(Technical Contact)

Phone: 407.841.2279 ext: 3036

Item Name: LYNX Central Station and LYNX Operations Center Projects Update

Date: 10/27/2005

Project Update

The current capital projects underway are:
LYNX Central Station
LYNX Operations Center

LYNX Central Station

Summary:

This project is on a 4.4-acre site bordered on the west side by Garland Avenue, the north by Amelia Street and the south by Livingston Street. It consists of (24) bus bays, a terminal with waiting area, ticketing and retail space. The north end of the terminal has a six-story office tower.

The Certificate of Occupancy was received on November 12, 2004. Bus Operations at the LCS facility began on November 14, 2004.

The Board approved the retail space build-out at the December 2004 meeting. The lease agreement for this space has been completed.

There are two construction packages for the retail space build-out. One construction package is the completion of the existing structure (the shell package). The shell package consists of installing the necessary plumbing (floor drains, water piping, and restroom); bringing electrical power to the retail space; placing the concrete floor, installing a hood, and other items that may be required by the City of Orlando Permitting Department. LYNX is financing the construction of this package. Construction documents for the retail space have been re-submitted to the City

of Orlando Permitting Department. Construction will be procured via a change order to the Collage Company. This work will start upon receipt of a building permit.

The second construction package is the completion of the interior furnishings such as the counter, seating arrangement, and other items that may be required by the City of Orlando Permitting Department. The tenant is providing the cost for the construction of this package. If changes need to be made to the shell documents, the tenant build-out documents will be changed accordingly.

(LOC) LYNX Operations Center

Summary:

This project includes an operations base and a maintenance facility on 24.1 acres along LYNX Lane, a roadway project that is complete.

Maintenance Building (Building “A”) - Pre-engineered metal building. Current construction status is as follows:

- The masons are continuing to erect the interior masonry walls and fill the cells with concrete.
- The masons are continuing to erect the exterior masonry walls.
- The electricians continue to rough-in the electrical items in the masonry walls.
- The plumbers continue to rough-in the plumbing items.
- The mechanical subcontractor continues to rough-in for the duct work.
- Steel framing has been installed around roof openings.
- Metal decking is being installed on the roof.
- Second floor metal decking is being installed.
- Work of wire brushing and re-priming the steel columns and beams continues in areas where corrosion has developed.
- Phase three of the maintenance building has begun. The area for building has been proof rolled and reinforcing steel mats are being pre-tied for the foundations.

Administration Building (Building “B”) – Building consists of structural steel framing and tilt-up exterior wall panels. Current construction status is as follows:

- The precast concrete wall panels have been erected into position.

Pre-wash/Fueling/Wash Facilities (Building “C”) - Building consists of structural steel framing and tilt-up exterior wall panels. Current construction status is as follows:

- All precast concrete wall panels have been grouted in place.
- The masons have started and continue to erect the masonry walls.
- The electricians have started and continue to rough in the electrical items in the masonry walls.
- The mechanical subcontractor has started and continues to rough in for the ductwork.
- The steel framing is being prepared for the roof decking.

Fuel Storage Facility (Building “D”) - Building consists of structural steel framing and tilt-up exterior wall panels. Current construction status is as follows:

- All of the precast concrete wall panels have been raised, set, and grouted into place.

Canopy Building (Building “E”) – Pre-engineering metal building. Current construction status is as follows:

- No activities to report.

Budget:

The original budget was \$39.4M. The project has been value engineered and some scope removed to get to the \$33.8M phase one budget amount.

LOC Schedule:

Issue IFB	September 15,2003
Due Date for Bids	November 19, 2003
LYNX Board Approval-Construction	January 22, 2004
Construction Start	May 2004
Receipt of Building permit	August 2004
Construction Completion	August 2006
Facility Start-up	September 2006
Grand Opening	October 2006

Information Item Q: Employee Travel Report

To: LYNX Board Of Directors

From: Linda Watson
 CHIEF EXECUTIVE OFFICER
 Nestor Acuna
 (Technical Contact)

Phone: 407.841.2279 ext: 3017

Item Name: Employee Travel for October 2005

Date: 10/27/2005

EMPLOYEE/ DEPARTMENT	DESTINATION	PURPOSE	DATE Departure and Return	COMPANY COST
Lisa Darnall, Operations	Tulsa, OK	TCRP Meeting	10/19 – 10/21	Reimbursed by APTA
Jennifer Clements, Planning	Sanibel, FL	FPTA Annual conference	10/16 – 10/19	\$249.00
Peggy Gies, Marketing	Sanibel, FL	FPTA Annual conference	10/16 – 10/19	\$803.50
Bill Hearndon, ACCESS LYNX	Jacksonville, FL	AHCA Meeting re. Medicaid HMO issue	10/24 – 10/24/05	\$46.00
TOTAL				\$1,098.50

Information Item R: Rail Update

To: LYNX Board Of Directors

From: **Lisa Darnall**
Interim Chief Operating Officer
Jennifer Clements
(Technical Contact)
Sherry Zielonka
(Technical Contact)

Phone: 407.841.2279 ext: 3036

Item Name: Rail Updates for the Month of September 2005

Date: 10/27/2005

The progress reports submitted by the Florida Department of Transportation for the month of September 2005 are attached for review. All of the studies have been completed except for FlexBus, Commuter Rail, and the OIA Intermodal Center.



Production Meeting Summary

September 2005

Project ID Number: 408409
Description: Flex Bus
Project Manager: Young
Project Consultant: TranSystems (formerly Multisystems, Inc.)

Current Activities:

Right of Way agents beginning initial contacts with property owners.
Preparing contract documents for design services.
Conducted project kick-off meeting.
Initial data gathering tasks commencing.

Upcoming Activities:

Final Design tasks.

Schedule Status:

None

Project Issues:

None



Production Meeting Summary

September 2005

Project ID Number: 412994
Description: North/South Commuter Corridor Environmental Assessment

Project Manager: Olore
Project Consultant: Earth Tech

Current Activities:

- Met with Maitland Council September 12, 2005 to discuss project.
- Met with Maitland Chamber of Commerce September 21, 2005 to discuss project.
- Finalized Alternatives Workshop Summary.
- Began preparing materials for Public Hearing.
- Submitted revised data for request for PE Documentation to FTA.
- Class of Action Determination TRT comments to study team.
- Cultural Resource Assessment Survey TRT comments to study team.
- MOT plan TRT comments to study team.
- Boundary survey scope and fee to FDOT for review.
- Continued station access analysis.
- Laid out schematic design for Vehicle Storage/Maintenance Facility
- Developing concept plans.
- Updated Financial Model.
- Documenting existing and future land use patterns.
- Began preparation of technical support documentation for natural systems section of EA.

Upcoming Activities:

- Begin preparing Environmental Assessment.
- Preparing Engineering Documentation

Schedule Status:

- EA to be finalized in Fall 2005.

Project Issues:

None



Production Meeting Summary

September 2005

Project ID Number: 415349-1-22-01
Description: OIA Intermodal Center
Project Manager: Percival
Project Consultant: HNTB

Current Activities:

- EA signed by FTA.
- Preparing materials for Public Hearing
- Final PER submitted.
- 30% Plans being reviewed by GOAA and TRT.

Upcoming Activities:

- Public Hearing for PD&E scheduled for November 3, 2005.

Financial Status:

- Monies for project encumbered.

Schedule Status:

- Completion of PD&E study is anticipated in December 2005.

Project Issues:

None

Information Item S: Federal Lobbyist's Activity Report

To: LYNX Board Of Directors

From: Linda Watson
CHIEF EXECUTIVE OFFICER
James McLawhorn
(Technical Contact)

Phone: 407.841.2279 ext: 3017

Item Name: Federal Lobbyist's Activity Report

Date: 10/27/2005

The 2005 fiscal year ended on September 30, 2005. Only two of the fiscal year 2006 appropriations bills – Interior/Environment and Legislative Branch – were completed before the new fiscal year began on October 1, 2005. On September 30, Congress was forced to pass a temporary funding measure – known as a Continuing Resolution (CR) – to keep the government in full operation. The seven-week CR will keep the government running until November 18. Congress will continue working on the remaining FY2006 appropriations bills over the next five weeks.

Congress is currently out of session for a weeklong recess ending October 17. If Congress intends to complete the remaining FY2006 appropriations bills before November 18, it has significant work to do. The House has passed all of the remaining FY2006 appropriations bills. The Senate has completed 9 of its 12 FY2006 appropriations bills. Before November 18, the full Senate will have to pass its three remaining bills, and all of the bills will have to go through a conference committee between the House and Senate where the differences in the two versions will be reconciled.

One of the three remaining Senate bills is the Transportation/Treasury/Judiciary/HUD bill. As we previously reported, the Senate version of the bill includes \$3 million for LYNX to purchase new buses. LYNX' earmark is funded out of the Federal Transit Administration's Bus and Bus Facilities account.

The House version of the Transportation/Treasury/HUD bill does not include any member projects or "earmarks." They will be added during the conference committee between the House and Senate. The member projects will not be finalized until the conference committee completes the bill. The conference committee cannot begin until after the full Senate passes the bill. The full Senate is scheduled to begin debating the Transportation/Treasury/HUD bill October 17, 2005.

On September 28, we arranged for you to meet with the Orlando Congressional delegation to advocate for LYNX FY2006 appropriations requests and thank them again for their help with the transportation reauthorization bill (SAFETEA-LU), which includes over \$9 million for new LYNX buses. We met with the following Members and staff:

- Congressman John Mica (FL-7th);
- Congresswoman Corrine Brown (FL-3rd);
- Brydon Ross, Legislative Assistant, Senator Mel Martinez (R-FL);
- Scott Aaronson, Legislative Assistant, Senator Bill Nelson (D-FL);
- Nick Schaper, Legislative Assistant, Congressman Ric Keller (FL-8th); and,
- Tonnie Wybensinger, Legislative Director, and Lee Arnold, General Counsel, Congressman Tom Feeney (FL-24th).

These meetings were very timely. Because House projects will not be included in the bill until the conference committee, it was important to meet with the delegation to push for more money for LYNX in the Transportation/Treasury/HUD appropriations bill. We also needed to meet with the Senate offices to make certain that they hold the \$3 million that is in the Senate version of the bill when it proceeds to conference with the House.

Our meetings were also useful to discuss with the delegation LYNX' growing need for new buses to replace older buses in their fleet, but also to expand their fleet to help with evacuations during a hurricane disaster. Congress has passed two emergency supplemental appropriations bills totaling \$62.3 billion to provide Hurricane Katrina relief. While the original rate of spending by FEMA – estimated at \$2 billion per day – has slowed considerably, Congress is still expected to pass another emergency supplemental in the next few weeks. Current estimates for the federal share of Katrina relief and reconstruction range from \$100 billion to \$200 billion.

The two emergency supplemental bills that Congress passed in September were limited to reimbursement for specific Hurricane Katrina recovery. Some of that money has also been made available for Hurricane Rita. In addition to the Orlando delegation, we have spoken to other members of the Florida Congressional delegation about the possibility of obtaining funding for hurricane mitigation or preparedness projects in the State of Florida, such as new buses for LYNX. As you know from our meetings, the delegation made clear that the two bills were specifically limited to reimbursement as a result of Hurricane Katrina and Rita and do cover any other disasters or funding for mitigation or preparedness projects. Furthermore, due to the increasing concern about the cost of the hurricane recovery, there is limited support for expanding the next supplemental beyond reimbursement for costs directly related to Katrina and Rita.

In fact, Conservative Republicans in the Congress have been increasingly concerned about the significant cost of Katrina and have suggested spending cuts to offset some of the relief costs. One of the suggested cuts is repealing all of the member projects included in SAFETEA-LU. As you know, the transportation law includes 3 earmarks for new buses for LYNX totaling \$9,096,400. Over the past few weeks, we have met with several Congressional offices, including our meetings with the Orlando delegation on September 28. We discussed the possibility of Congress cutting the member projects in the transportation bill to save money. We were assured

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by the delegation that there is very limited support in the Congress for cutting member projects and no one expects the bill, which took more than two years to complete, to be re-opened.

However, there has been some discussion about cutting discretionary spending in the FY2006 appropriations bills – including limiting earmarks – to offset some of the costs for the hurricane recovery. In our meetings with the delegation, this issue was raised. While we believe there may be some cuts across the board for all programs, we expect the Members of the Orlando delegation will try to maximize their earmarks as much as possible. We will continue following the Transportation/Treasury/HUD bill closely as it moves through the process and will provide you with updates on all relevant developments.

Information Item T: State Lobbyist's Activity Report

To: LYNX Board Of Directors

From: Linda Watson
CHIEF EXECUTIVE OFFICER
James McLawhorn
(Technical Contact)

Phone: 407.841.2279 ext: 3017

Item Name: State Lobbyist's Activity Report for September 2005

Date: 10/27/2005

House Legislative Committee Meetings

The House of Representative held committee meetings the week of September 12th, and LYNX state lobbyist, Lena Juarez, attended the House Transportation Committee meeting on September 15. New FDOT Secretary Denver Stutler was introduced to the committee and updates were provided on the Safe, Accountable, Flexible, Efficient Transportation Equity Act (SAFETEA-LU) and the implementation of transportation programs in the 2005 growth management legislation. In addition, Rep. Marco Rubio (R-Miami) was officially designated as the next House Speaker at a ceremony of the Republican Caucus on September 13.

Upcoming Legislative Session

In preparation for the next legislative session, Ms. Juarez met separately with Rep. Sheri McInvale and Sen. Lee Constantine to discuss the transportation disadvantaged legislation they sponsored last year. Both members remain supportive of LYNX' efforts to change the composition of the Commission for the Transportation Disadvantaged (CTD).

Chief Government Affairs Officer, J. Marsh McLawhorn, worked with Ms. Juarez to draft the state legislative agenda for 2006. Two new issues have developed that LYNX will need to watch and consider placing on the agenda: 1) Senate bill 210 and 2) a proposal that would allow HMOs to provide transportation services to Medicaid enrollees.

SB 210 is sponsored by Sen. Carey Baker (R-Eustis) and proposes that users of public transportation pay 50% of a transit system's operating costs. Persons with disabilities and Medicaid recipients would receive a discounted fare. A companion bill in the House has not yet been filed. When Ms. Juarez spoke with Sen. Baker about this piece of legislation, he stated that he believed users should shoulder a greater portion of public transportation's costs. The response to this legislation among transit users and the media has been very negative and it is expected that this bill will encounter significant opposition.

The Agency for Health Care Administration (AHCA) has developed a plan that would allow HMOs to provide transportation services as a part of their services offered to Medicaid enrollees. This proposal has the potential to negatively impact LYNX' budget by as much as \$1,150,000, as there are currently three HMOs within LYNX' service area that could provide these transportation services and approximately 1/3 of the Medicaid eligible customers in Central Florida are enrolled in HMOs. The Audit Committee of the CTD is scheduled to hear a presentation on this proposal at its October 20 meeting in Orlando.

Ms. Juarez met with AHCA Secretary Alan Levine on September 28 to discuss this proposal and the negative impact it would have on LYNX. Secretary Levine indicated that the Agency might delay this project for a few months in order to give the HMOs time to prepare for the implementation. To date, only three HMOs in Florida have expressed intent to provide service in their respective services areas.

Lastly, all three County Legislative Delegation Hearings have been scheduled. The Osceola County Delegation will meet on October 28 at 1:00 pm, the Orange County Delegation will meet on November 14 at 3:00 pm, and the Seminole County Delegation will meet on November 15 at 3:00 pm.

TRIP Funding & Commuter Rail

Metroplan Orlando's Municipal Advisory Committee met on September 8 to discuss TRIP funding priorities and commuter rail. LYNX' funding request to purchase 50 buses in 2005-06 and another 50 in 2006-07 was included in the Committee's recommendation, amounting to a TRIP funding request of \$8,250,000 each year. Some discussion took place regarding whether these funds could be used for replacement buses, and an FDOT representative indicated that TRIP funds could only be used for new bus service.

FDOT also gave an update on the Central Florida Commuter Rail Project. All participating counties provided resolutions outlining their support of the project, and FDOT will now begin work on interlocal agreements to finalize financial commitments from each County. FDOT is also working with CSX to finalize a usage agreement, as they own the tracks on the proposed route.

On September 14 the full Metroplan Orlando Board met and voted to approve the TRIP funding project list. Discussion took place regarding LYNX' request and the ability to find funding to operate the new buses included in the TRIP request.

Only \$30 million in TRIP funds has been made available for the tri-county region for 2006-07 and 2007-08. FDOT will take two months to review the list of project recommendations before providing Metroplan with their proposed distributions.