LYNX Board Agenda

Board Date: 7/25/2013
Time: 1:00 PM

Central Florida Regional Transportation Authority
455 N. Garland Ave.
2nd Floor Board Room
Orlando, FL 32801

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

1. Call to Order & Pledge of Allegiance

2. Approval of Minutes

- Minutes from the Board of Directors' Meeting May 23, 2013 — Pg 4

3. Recognition

- Service Awards 25 Years: Robert Grant, Bus Operator; Reginald Jackson, Bus Operator. Service Awards 20 Years: Keith Tillet, Manager of Transportation; Craig Daniels, Transportation Supervisor; Jayne Walker, Transportation Supervisor; James Jenkins, Bus Operator; Gail Stewart, Customer Relations Counselor

4. Public Comments

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

5. Chief Executive Officer's Report

6. Consent Agenda

A. Request for Proposal (RFP)

i. Authorization to Release a Request for Proposal (RFP) for Occupational Health Services — Pg 10

B. Invitation for Bid (IFB)

i. Authorization to Issue an Invitation for Bid (IFB) for Towing Services — Pg 11

ii. Authorization to Issue an Invitation for Bid (IFB) for Postal Mailing Services — Pg 12

C. Award Contracts

i. Authorization to Award a Contract to Alesig Consulting, LLC for Consultant Services for Design, Deployment and Evaluation of a One-Stop Utility for the Veterans Transportation and Community Living Initiative Project — Pg 13

ii. Authorization to Award a Contract to Seaboard Neumann Distribution for Supplying Motor Oil Bulk Delivery — Pg 15

iii. Authorization to Award a Contract to Gallagher Benefit Services for Health Insurance Brokerage Services — Pg 17

D. Extension of Contracts

i. Authorization to Extend Contract #13-C08 with Vanasse H. Brustlin, Inc. and Increase the Not-To-Exceed Amount for the 2013 Comprehensive Operations Analysis (COA) — Pg 19

ii. Authorization to Exercise the First Option Year of Contract #10-C30 with Cherry, Bekaert & Holland, L.L.P. for Auditing Services — Pg21

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iii. Authorization to Exercise the Third Option Year of Contract #10-C28 with TJ's Quality — Pg 33

Cleaning for Pressure Cleaning of Bus Shelters

iv. Authorization to Exercise the First Option Year of Contract #10-C29 with Groundtek of Central Florida, Inc for Bus Stop Lawn Maintenance and Trash Removal — Pg 35

E. Miscellaneous

i. Authorization to Modify PCL Construction Services, Inc. Contract #13-C12 for LYMMO Expansion Projects — Pg 37

ii. Authorization to Purchase Vanpool Vehicles for Expansion — Pg 39

iii. Authorization to Ratify Sub-Allocation of the FY2013 Orlando Urbanized Area FTA 5307 Funding to the Lake County Transit Services and the Authority to Execute Supplemental Agreement upon Approval by the FTA — Pg 41

iv. Authorization to Issue Coordination Agreements to Four Medicaid Compensable and Multiple Non-Compensable Human Services Agencies — Pg 43

v. Authorization to Approve the Disadvantaged Business Enterprise Program Participation Goal for FY 2014-2016 — Pg 45

vi. Authorization to Increase the "Not-to-Exceed" Amount for the Second Year of the Contract with DesignLab, Inc., for Operator Uniforms — Pg 47

vii. Authorization to Procure GFI GenFare Low-Profile Odyssey Fareboxes for NeighborLink Vehicles — Pg 48

viii. Authorization to Adopt the 2013 Transportation Disadvantaged Service Plan — Pg 50

ix. Authorization to Submit Grant Applications to the Federal Transit Administration for Fiscal Year 2013 MAP-21 Apportionments — Pg 52

x. Authorization to Enter into an Interlocal Agreement with Seminole County for the Placement of Shelters in Unincorporated Seminole County — Pg 57

-Attachments

xi. Authorization to Adopt Resolution No. 13-006 to Appoint Donna Tefertiller, Director of Human Resources, Blanche Sherman, Director of Finance as Trustees to the LYNX' Chief Executive Officer Retirement Plan, LYNX' Money Purchase and 457 Deferred Compensation Plans — Pg 82

-Attachments

xii. Authorization to Increase Contract with West Construction, Inc. for the Kissimmee Transfer Center in the Amount of $79,810 as 10% Contract Contingency — Pg 85

xiii. Confirmation of Appointment of Kathy Shaw-Clary as Business Development Officer — Pg 86

xiv. Authorization to Adopt Resolution No. 13-007 to Appoint Donna Tefertiller, Director of Human Resources, Blanche Sherman, Director of Finance to the Administrative Committee for the LYNX Chief Executive Retirement Plan, LYNX Money Purchase and 457 Deferred Compensation Plans — Pg 88

-Attachments

7. Action Agenda

A. Authorization to Amend the FY2013 Service Funding Agreement with Lake County — Pg 92

-Attachments

B. Authorization to Implement Proposed Service Adjustments Effective August 11, 2013 Pg 110

C. Authorization to Settle Workers' Compensation Claim File #12-0025 Pg 112

-Attachments

8. Other Business

9. Monthly Reports

A. Monthly Financial Reports - June 30, 2013 Pg 133

-Attachments

B. Monthly Financial Reports - May 31, 2013 Pg 140

-Attachments

C. LYNX American Recovery and Reinvestment Act Project Status Report Pg 147

D. Ridership Report May 2013 Pg 148

E. Planning and Development Report Pg 153

F. Communications Report Pg 157

G. Government Relations Report Pg 165

H. Monthly Employee Travel Report - July 2013 Pg 169

I. Monthly Employee Travel Report - June 2013 Pg 171

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

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

LYNX
Central Florida Regional Transportation Authority
Monthly Board Meeting Minutes

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

DATE: **May 23, 2013**

TIME: **1:12 p.m.**

Members in Attendance:

City of Orlando, Mayor Buddy Dyer**,** Chairman
Osceola County Commissioner, Frank Attkisson, Vice Chairman
Seminole County Commissioner, Carlton Henley

Members Absent:

Orange County, Mayor Teresa Jacobs, Secretary
FDOT District 5 Secretary, Noranne Downs

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1. Call to Order and Pledge of Allegiance

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

2. Approval of Minutes

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

3. Public Comments

The Chairman recognized Bert Gathers who indicated by presenting a Speaker's request card that he wanted to address the Board on an issue that Staff has requested to pull from the Board's Agenda. Without the Boards' action today, the "cone of silence" relating to speaking to Board members continues in existence. The Chairman asked the Mr. Gathers defer speaking until the matter is on a later Agenda.

Norm Audet addressed the Board regarding the Boards' adoption and implementation of the new LYNX Defined Contribution Plan. Mr. Audet stated that neither the LYNX Board of Directors nor the ATU 1596 members have the authority to change the Plan document and that only the Plan's Board of Trustees has the sole authority.

Mary Ann Taylor addressed the Board in opposition of change to LYNX' Pension Plan.

Archibald Amory addressed the Board in opposition of change to LYNX' Pension Plan.

Melissa Stevenson addressed the Board in opposition of change to LYNX' Pension Plan.

Jonathan Sebastian Blount addressed the Board concerning transportation to and from the new WalMart in the Washington Shores neighborhood. He stated that he has spoken with WalMart's Regional General Managers, the Hope Church, and members of the community, and they are desirous of entering into a partnership with LYNX in order to effectuate the opportunity.

The Chairman asked Mr. Lewis to look at the stops near the WalMart. Mr. Lewis responded that Service Planning staff will look into Mr. Blount's suggestion.

4. Chief Executive Officer's Report

The Chairman recognized John Lewis, Chief Executive Officer.

Mr. Lewis reported that LYNX' ridership continues on an increasing trend. Ridership, through April, is up 2.8% over last year during the same period. Due to increased ridership, operating revenues continue to track higher than the budget estimate. Expenses associated with operator and maintenance overtime is trending downward from a high in January of over 8,000 thousand hours to slightly over 5,000 hours in April. Staff is working towards controlling these costs and will continue to monitor them.

As the economy rebounds, LYNX continues to experience increased advertising revenue. This non-traditional source of revenue plays an important role in budget stabilization. LYNX' advertising revenue is on track to surpass the highest ad revenue year in 2008. The fiscal year goal is $1.7 million. Revenue through April is just over $990,000. We are currently running a new advertising pilot program in LYNX Central Station, "Station Domination". Advertising space is being sold within the terminal on columns.

The fuel hedging program is providing cost savings as cap fuel prices out-perform the futures market. Fuel costs are approximately 3% under budget resulting in $250,000 savings. LYNX has entered into a contract for 91% of the fuel volume has been locked in for FY2014 at a price significantly below budget.

5. Consent Agenda

The Chairman announced that staff has requested Consent Agenda item 5.C.ii. Authorization to Award a Contract to Berman Property Maintenance for Pressure Washington of LYNX Central Station and LYNX Transfer Centers be removed from the Agenda.

A. Request for Proposal (RFP)

i. Authorization to Release a Request for Proposal (RFP) for General Transportation Planning and Related Consulting Services

ii. Authorization to Release a Request for Proposal (RFP) for Transit Simulation

B. Invitation for Bid (IFB)

i. Authorization to Issue an Invitation for Bid (IFB) for Inspection and Service of Fire Supression Systems

ii. Authorization to Issue an Invitation for Bid (IFB) for Body Shop Paint and Materials

C. Award Contracts

i. Authorization to Negotiate and Award a Contract for the Construction Phase of the Parramore BRT Design/Build Project

iii. Authorization to Award a Contract to Magnadata USA, Inc. for Printing and Encoding of Fare Cards

D. Miscellaneous

i. Authorization to Amend Contract #13-C15 with Baker Hostetler LLP for Labor/Employment Legal Services

ii. Authorization to Enter into a Joint Project Agreement with the Orlando Utilities Commission for the Construction of the Parramore BRT Project

iii. Authorization to Negotiate a Memorandum of Agreement with the Orlando Housing Authority for the Moving to Work (MTW) Demonstration Program Implementation

iv. Authorization to Initiate the Public Participation Process for the August 2013 Service Changes

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

vi. Authorization to Ratify Resolution Approving the Appointment of a Management Appointee to the Board of Trustees for the Amalgamated Transit Union Local 1596 Pension Plan

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

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

ix. Authorization to Execute the Transportation Disadvantaged Grant Application for State Fiscal Year 2014

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

Motion was made and seconded to approve the Consent Agenda Items 5.A.i through 5.D.x. excluding 5.C.ii. The Motion passed unanimously.

6. Action Agenda

The Chairman announced staff has requested a Blue Sheet Item, Authorization to Adopt and Implement the New LYNX Defined Contribution Plan as Required by the Amalgamated Transit Union (ATU) Local 1596 Collective Bargaining Agreement, be added to the Action Agenda. The Item will be taken as Action Item 7.D.

A. Authorization to Execute an Interlocal Agreement with Lake County for Commuter Bus Service between Lake County and Downtown Orlando

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

Ms. Sherman noted that LYNX was recently notified by Lake County of its plans to terminate the service of LINK 204 and LINK 55. Due to budgetary constraints, the funding for LINK 204 will end September 30, 2013. In an effort to continue the service, staff is proposing that the funding model be changed wherein Lake County would pay the direct cost of the route.

Staff is requesting the Board of Directors' authorization to execute an Interlocal Agreement to operate LINK 204 as a commuter vus service between Lake County and Downtown Orlando effective October 1, 2012 and terminating September 30, 2013.

Motion was made and seconded to authorize the execution of an Interlocal Agreement with Lake County for Commuter Bus Service between Lake County and Downtown Orlando. Motion passed unanimously.

B. Authorization to Amend the FY2013 Service Funding Agreement with Lake County

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

Lake County notified LYNX of its plans to terminate LINK 55. Link 55 is a fixed-route service between Kissimmee in Osceola County and the Four Corners region in Lake and Polk Counties.

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

Motion was made and seconded to amend the FY2013 Service Funding Agreement with Lake County. Motion passed unanimously.

C. **Authorization to Amend Contract #09-CO7 with Data Transfer Solutions, LLC for General Consultant Services**

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

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

Motion was made and seconded to amend Contract #09-C07 with Data Transfer Solutions, LLC for General Consultant Services. Motion passed unanimously.

D. Authorization to Adopt and Implement the New LYNX Defined Contribution Plan as Required by the Amalgamated Transit Union (ATU) Local 1596 Collective Bargaining Agreement

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

Staff is requesting the Board of Directors' authorization for LYNX to adopt and implement the new LYNX Defined Contribution Plan as required under the Collective Bargaining Agreement that was entered into between LYNX and Amalgamated Transit Union (ATU) 1596.

At the November 8, 2012 meeting of the LYNX Board of Directors, the Collective Bargaining Agreement (CBA) with the Amalgamated Transit Union (ATU) Local 1596 was ratified by the LYNX Board of Directors. One of the articles agreed upon by both parties dealt with the creation of a new defined contribution plan for LYNX employees hired after January 1, 2013. All employees of LYNX prior to January 1, 2013 will remain in the Defined Benefit Pension Plan.

The Boards' authorization will fulfill LYNX' obligations under the CBA. The adoption is not contingent upon the action by the Pension Board.

Motion was made to adopt and implement the New LYNX Defined Contribution Plan as required by the Amalgamated Transit Union (ATU) Local 1596 Collective Bargaining Agreement. Motion passed unanimously.

7. Other Business

The Chairman asked if there was other business to bring before the members.

The Chairman recognized John Lewis to introduce the Interim Chief Operating Officer, Robert Smith. Mr. Smith has been at LYNX just over one month to assist with the transition to new leadership and keeping the operations running smoothly. Mr. Smith worked at LYNX in a similar role five to six years ago.

8. Monthly Reports

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

Meeting adjourned at 1:31 p.m.

Consent Agenda Item #6.A. i

To: **LYNX Board of Directors**

From: **Donna Tefertiller**
DIRECTOR OF HUMAN RESOURCES
Anabelle Henry
(Technical Contact)

Phone: **407.841.2279 ext: 6119**

Item Name: **Request for Proposal (RFP)**
Authorization to Release a Request for Proposal (RFP) for Occupational Health Services

Date: **7/25/2013**

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to release of a Request for Proposal (RFP) for occupational health services. The contract term will be for an initial three (3) year period with two (2) one year options.

BACKGROUND:

The current Contract #09-C04 with Solantic of Orlando, LLC expires on September 30, 2013. Occupation health services include random drug testing, post offer employment physicals, employee annual physicals, on the job occupational illnesses and injuries. This contract for these services enables us to meet the mandated requirements of the drug and alcohol testing rules issued by U.S. Department of Transportation as prescribed by Omnibus Transportation Employees Testing Act of 1991, as amended.

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

Although this procurement is not funded with DOT assisted dollars, outreach efforts will be made to provide notification of the contracting opportunity for this proposal.

FISCAL IMPACT:

LYNX staff included $50,000 in the FY2014 Preliminary Operating Budget to support the anticipated services under this contract. The FY2012 expense for occupational health services was $44,945. Future years will be budgeted appropriately to support the contract.

Consent Agenda Item #6.B. i

To: **LYNX Board of Directors**

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

Phone: **407.841.2279 ext: 6017**

Item Name: **Invitation for Bid (IFB)**
Authorization to Issue an Invitation for Bid (IFB) for Towing Services

Date: **7/25/2013**

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to issue an Invitation for Bid (IFB) for towing services. The contract will be for five (5) years. The initial contract will be for three (3) years with two (2) one (1) year options.

BACKGROUND:

LYNX requires, on an as-needed basis, towing services for occasions when a bus cannot return to its operating base at LYNX Operations Center (LOC) or Osceola Satellite Facility (OSF) under its own power. This generally is a result of a system failure (engine, transmission, etc.) or an accident. LYNX will occasionally have buses towed to vendors for repair and/or buses between its locations to complete repairs. Additionally, LYNX has a need to tow automobiles and light trucks used as operational support vehicles and staff cars.

The current towing contract expires on September 30, 2013.

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

This project is not funded with DOT assisted dollars. However, outreach efforts will be made to provide notification to available firms of the contract and opportunity.

FISCAL IMPACT:

LYNX staff included $50,000 in the FY2014 Preliminary Operating Budget for towing services. The FY2012 expense for towing services was $35,859. Future years will be budgeted appropriately to support the contract.

Consent Agenda Item #6.B. ii

To: **LYNX Board of Directors**

From: **Donna Tefertiller**
DIRECTOR OF HUMAN RESOURCES
Salisha Yacoob
(Technical Contact)

Phone: **407.841.2279 ext: 6119**

Item Name: **Invitation for Bid (IFB)**
Authorization to Issue an Invitation for Bid (IFB) for Postal Mailing Services

Date: **7/25/2013**

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to issue an Invitation for Bid (IFB) to provide a wide variety of postal mailing services. The contract term will be for an initial three (3) year period with two (2) one year options.

BACKGROUND:

In the past CFRTA has utilized contracted postal mailing services. The current contract is on a month to month basis. In an effort to eliminate the month by month basis services and obtain better pricing through a competitive solicitation process, staff is seeking authorization to release an Invitation to Bid for postal mailing services. This contract service will provide a wide variety of postal mailing services related to bar-coding, metering, bulk mailing, certified mail, sealing envelopes, mail pick-up, delivery and postage cost. LYNX currently processes over 25,000 pieces of mail per year. In this role, the selected vendor will pick up and deliver mail once per day to the three LYNX locations:

455 Garland Ave, Orlando F, 32801
2500 Lynx Lane Orlando, FL 32804
1200 W. South Street Orlando, FL 32805

FISCAL IMPACT:

LYNX staff included $60,000 in the FY2014 Preliminary Operating Budget for postage and express mail delivery services related to an overall agency contract. The FY2012 expense for postage and express mail delivery services was $51,005. Future years will be budgeted appropriately to support the contract.

Consent Agenda Item #6.C. i

To: **LYNX Board of Directors**

From: **Stuart Boggs**
DIRECTOR OF PLANNING & DEVELOP
Myles O'KEEFE
(Technical Contact)
Charles Baldwin
(Technical Contact)

Phone: **407.841.2279 ext: 6009**

Item Name: **Award Contracts**
Authorization to Award a Contract to Alesig Consulting, LLC for Consultant Services for Design, Deployment and Evaluation of a One-Stop Utility for the Veterans Transportation and Community Living Initiative Project

Date: **7/25/2013**

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to award a Contract to Alesig Consulting, LLC for Customer Information System Consulting Services in an amount not to exceed $145,411.

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to approve a ten percent (10%) contingency up to the amount of $14,541.

BACKGROUND:

At its meeting September 28, 2011, the Board ratified the submission of a grant application for the Veterans Transportation and Community Living Initiative (VTCLI), One-Call/One-Click Transportation Resource Center.

The Veterans Transportation Resources and Community Services (VTRACS) project is to create a one-stop utility to assist veterans, their families, and the general public with obtaining information about the transportation resources available to them, and the various community services that can be accessed via those transportation options.

In accordance with LYNX' Board approval, a Request for Proposal (RFP) was released on May 6, 2013. The proposal due date was June 12, 2013. Two proposals were received from the following firms:

- Alesig Consulting, LLC
- EPV Group, LLC

RFP EVALUATION

The Source Evaluation Committee (SEC), consisting of William Hearndon, Andrea Ostodka, and Dean Bosnak, met on June 25, 2013. The firms were scored as follows:

	Score	Ordinal Rank	Proposal Offer
Alesig Consulting	273	3	$145,410.78
EPV Group	243	6	$148,720.00

Based on the scoring above, the SEC recommends to the Board of Directors that the Veterans Transportation and Community Resources and Community Services Contract be awarded to Alesig Consulting.

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

The DBE participation goal for the project as the prime contractor has been satisfied by Alesig Consulting, LLC a certified DBE firm.

FISCAL IMPACT:

LYNX staff included $1,321,000 in the FY2014 Capital Budget for the VTCLI project, of which $1,056,800 in federal funding is available to support engineering and design, the customer information system, wayside signage/station kiosks, and the mobile field unit tasks in this contract.

Consent Agenda Item #6.C. ii

To: **LYNX Board of Directors**

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

Phone: **407.841.2279 ext: 6017**

Item Name: **Award Contracts**
Authorization to Award a Contract to Seaboard Neumann Distribution for Supplying Motor Oil Bulk Delivery

Date: **7/25/2013**

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to award a contract to Seaboard Neumann Distribution to supply 15W-40 motor oil (bulk delivery). The initial contract term is for three (3) years with two (2) one-year options.

BACKGROUND:

In April 2013 staff request the Board of Directors' authorization to release an Invitation for Bid (IFB) for bulk motor oil. The current contract (#08-C17) was initially released for three (3) years with two (2) one-year options. The second option expires July 31, 2013. Bid #13-B11 was issued on March 29, 2013 with bids due on June 4, 2013. A total of five (5) bids were received.

The Bid results are as follows:

Company	Oil 15W40 Bulk
Seaboard Neumann Distribution	$179,758.50
Palmdale Oil Company	$180,776.50
Lynch Oil Company	$184,001.00
SSI Lubricants LLC	$187,353.00
Lewis Petroleum	$212,519.50

Staff is recommending the low responsive and responsible bidder, Seaboard Neumann Distribution, for award. Seaboard's current customers include the City of Orlando, Orange County and Lake County.

FISCAL IMPACT:

LYNX staff included $359,448 in the FY2013 Amended Operating Budget for motor oil and lubricant bulk delivery services. LYNX staff included $370,013 in the FY2014 Preliminary Operating Budget for motor oil and lubricant bulk delivery services. The FY2012 expense with the current contractor, SSI Petroleum, for motor oil and lubricant bulk delivery services was $320,147. Future years will be budgeted appropriately to support the contract.

Consent Agenda Item #6.C. iii

To: **LYNX Board of Directors**

From: **Donna Tefertiller**
DIRECTOR OF HUMAN RESOURCES
Brian Anderson
(Technical Contact)

Presented By: Donna Tefertiller

Phone: **407.841.2279 ext: 6119**

Item Name: **Award Contracts**
Authorization to Award a Contract to Gallagher Benefit Services for Health Insurance Brokerage Services

Date: **7/25/2013**

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to award a Contract to Gallagher Benefit Services Inc. for Health Benefits Brokerage services. The contract term will be for an initial three (3) year period with two (2) one-year options.

BACKGROUND:

In 2011, The Board authorized LYNX to explore the possibility of breaking off of Orange County's Benefit plan. This was done effective 1/1/2012 with help of a Health Benefits Broker. LYNX is interested in retaining the services of a Broker and/or Consultant who can assist the organization in maintaining a comprehensive Health Care program for its employees. LYNX needs the selected contractor to negotiate with the various group healthcare providers to recommend the best solution that closely meets the agency ideal plan and cost limits. Since LYNX has been of its benefits plan the Health Benefits Broker has assisted in an effort to try to control the costs of the plan.

In accordance with Governing Board approval, a Request for Proposal (RFP) was released on April 24, 2013. The proposal due date was May 24, 2013. Three responsive proposals were received from the following firms:

Gallagher Benefits Services, Inc.
Ascension Insurance Benefits & Insurance Solutions
Gehring Group Insurance Brokers and Consultants

The Source Evaluation Committee (SEC) consisting of Deborah Toler, Maria Colon and Leonard Antmann met on June 11, 2013. The firms were scored as follows:

	Score	Ordinal Rank
Gallagher Benefits	274	4
Gehring Group	263	5
Ascension	210	9

Based on the scoring above, the SEC recommends that the Health Insurance Brokerage Contract be awarded to Gallagher Benefits Services, Inc.

FISCAL IMPACT:

LYNX did not pay separately for broker services in the previous contract and will not pay separately for it under this contract if awarded by the Board. The providers chosen will factor the broker fees in their rate under this contract at a rate of two percent (2%) for medical, five percent (5%) for dental and vision, and ten percent (10%) for life and disability benefit options.

Consent Agenda Item #6.D. i

To: **LYNX Board of Directors**

From: **Stuart Boggs**
DIRECTOR OF PLANNING & DEVELOP
Andrea Ostrodka
(Technical Contact)
Gregory Anderson
(Technical Contact)

Phone: **407.841.2279 ext: 6009**

Item Name: **Extension of Contracts**
Authorization to Extend Contract #13-C08 with Vanasse H. Brustlin, Inc. and Increase the Not-To-Exceed Amount for the 2013 Comprehensive Operations Analysis (COA)

Date: **7/25/2013**

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization to extend Contract #13-C08 for the Comprehensive Operational Analysis (COA) to November 8, 2013 and to increase the Not-To-Exceed amount by $15,000 from $283,320 to $298,320.

BACKGROUND:

On November 8, 2012, LYNX' Board authorized LYNX CEO John M. Lewis to negotiate and award a Contract to Vanasse H. Brustlin, Inc. for the 2013 Comprehensive Operations Analysis (COA). This contract, in the amount of $283,320 was executed on November 30, 2012. Notice to proceed was given on December 18, 2012 and the term of the contract was eight (8) months.

PROPOSED NEW EXPANSION:

Staff requests an extension of the Contract and an increase of the Not-To-Exceed amount by $15,000 in order to perform a more thorough review of Service Standards (Task 4) and the Short-Term Transit Service Plan (Task 5) to support and be consistent with a concurrent effort being undertaken by the Authority to update its Title VI policy and procedures as a result of changes in federal legislation.

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

There is no change proposed to DBE commitment.

FISCAL IMPACT:

LYNX staff included $330,000 in the FY2013 Amended Operating Budget and $100,000 in the FY2014 Preliminary Operating Budget for the Comprehensive Operations Analysis (COA).

Consent Agenda Item #6.D. ii

To: **LYNX Board of Directors**

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

Phone: **407.841.2279 ext: 6100**

Item Name: **Extension of Contracts**
Authorization to Exercise the First Option Year of Contract #10-C30 with Cherry, Bekaert & Holland, L.L.P. for Auditing Services

Date: **7/25/2013**

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to exercise the first option year of Contract #10-C30 for auditing services.

BACKGROUND:

On June 2, 2010, a Request for Proposal (RFP) was issued for auditing services in an effort to acquire a firm that would provide quality services at a competitive rate. Seven (7) firms were mailed copies of the RFP. Three (3) proposals were received and evaluated by the committee.

In July 2010, the Board authorized LYNX staff to award the contract to the firm of Cherry, Bekaert, & Holland L.L.P. to perform the services as outlined in the LYNX Request for Proposal (RFP) #10-R13, "Auditing Services" for three years with two (2) one year options, subject to annual funding availability.

The Single Audit Act Amendments of 1996 require state or local governments that expend $500,000 or more in a year in Federal Financial Assistance to have an audit conducted for that year in accordance with the Office of Management and Budget (OMB) Circular A-133. In addition, the State of Florida enacted similar legislation, the Florida Single Audit Act, related to the audits of State Financial Assistance. Pursuant to these Acts, LYNX needs to continue its auditing services and extend the second option year of the current auditing services contract with Cherry, Bekaert & Holland, L.L.P.

Cherry, Bekaert, & Holland L.L.P. has successfully performed LYNX auditing services for the past three years for the following fees:

Auditing Services	Annual Fee
FY2010 Annual Audit	$ 102,000
FY2011 Annual Audit	$ 105,000
FY2012 Annual Audit	$ 108,000

In accordance with the contract, the annual fees increased approximately 5% each year including all out of pocket expenses. The upcoming audit will be the fourth year of the auditing services contract (first option year) and LYNX staff will need Board authorization to continue the services with Cherry, Bekaert, & Holland L.L.P. Therefore, Mr. Ronald A. Conrad, Partner with Cherry, Bekaert, & Holland L.L.P has submitted the attached proposal, dated July 10, 2013 requesting to extend those services for one year as follows:

Contract #10-C30	Auditing Services	Annual Fee
Option Year 1	FY2013 Annual Audit	$110,000

The first option year fee reflects a 1.9% increase over the previous year. LYNX staff believes that the fees proposed are reasonable and competitive. Please see attached engagement letter for more details. It is LYNX' practice to authorize each option year annually, therefore at this time, we are requesting authorization to exercise the first option year.

FISCAL IMPACT:

LYNX staff included $115,000 in the FY2014 Preliminary Operating Budget for auditing services. The FY2013 expenses for the FY2012 audit totaled $108,000.

Cherry Bekaert LLP
CPAs & Advisors

July 10, 2013

Mr. John M. Lewis, Jr.
Chief Executive Officer
Central Florida Regional Transportation Authority d/b/a LYNX
455 North Garland Avenue
Orlando, FL 32801

Dear Mr. Lewis:

This engagement letter between Central Florida Regional Transportation Authority d/b/a LYNX (hereafter referred to as the "Authority") and Cherry Bekaert LLP (the "Firm" or "CB") sets forth the nature and scope of the services we will provide, the Authority's required involvement and assistance in support of our services, the related fee arrangements and other Terms and Conditions, which are attached hereto and incorporated by reference, designed to facilitate the performance of our professional services and to achieve the mutually agreed upon objectives of the Authority.

SUMMARY OF SERVICES

We will provide the following services to the Authority as of and for the year ended September 30, 2013:

Audit services

1. We will audit the balance sheets of the Authority as of and for the year ended September 30, 2013 including the related statements of revenues, expenses and changes in net assets and cash flows for the year then ended.
2. The introductory section and statistical section accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements and our auditor's report will not provide an opinion or any assurance on that information.
3. We will audit the supplementary schedule of revenues and expenses – budget vs. actual (budgetary basis) and the schedules of expenditures of federal awards, local financial assistance, and state financial assistance. As part of our engagement, we will apply certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or the financial statements themselves.
4. We will apply limited procedures to the management's discussion and analysis (MD&A) and required supplementary information (RSI), which will consist of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the financial statements.

Accounting and other services

We will provide the following additional services:

1. Complete the appropriate sections of and sign the Data Collection Form.
2. Perform agreed upon procedures for the National Transit Database report.

YOUR EXPECTATIONS

As part of our planning process, we will discuss with you your expectations of CB, changes that occurred during the year, your views on risks facing you, any relationship issues with CB, and specific engagement arrangements and timing. Our services plan, which includes our audit plan, is designed to provide a foundation for an effective, efficient, and quality-focused approach to accomplish the engagement objectives and meet or exceed your expectations. Our service plan will be reviewed with you periodically and will serve as a benchmark against which you will be able to measure our performance. Any additional services that you may request, and that we agree to provide, will be the subject of separate written arrangements.

The engagement will be led by Ron Conrad, who will be responsible for assuring the overall quality, value, and timeliness of the services provided to you.

AUDIT SERVICES

The objective of our audit is the expression of an opinion as to whether your basic financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the additional information referred to in the Summary of Services section when considered in relation to the basic financial statements taken as a whole. The objective also includes reporting on:

- Internal control related to the financial statements and compliance with the provisions of applicable laws, regulations, contracts, agreements and grants, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards.*

- Internal control related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133 *Audits of States, Local Governments, and Non-Profit Organizations*, and Chapter 10.550, *Rules of the Auditor General*, State of Florida.

The reports on internal control and compliance will each include a paragraph that states that the purpose of the report is solely to describe (1) the scope of testing of internal control over financial reporting and compliance and the result of that testing and not to provide an opinion on the effectiveness of internal control over financial reporting or on compliance, (2) the scope of testing internal control over compliance for major programs and major program compliance and the result of that testing and to provide an opinion on compliance but not to provide an opinion on the effectiveness of internal control over compliance, and (3) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering internal control over financial reporting and compliance and with OMB Circular A-133 in considering internal control over compliance and major program compliance. The paragraph will also state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; *Government Auditing Standards*, issued by the Comptroller General of the United States; the provisions of OMB Circular A-133; the Single Audit Act Amendments of 1996; and Chapter 10.550, Rules of the Auditor General, State of Florida, and will include tests of accounting records, a determination of major programs in accordance with Circular A-133, and other procedures as deemed necessary to enable us to express such opinions and to render the required reports. If any of our opinions resulting from the

procedures described above are other than unqualified, we will fully discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue a report as a result of this engagement.

ACCOUNTING AND OTHER SERVICES

Data Collection Form

We will complete the appropriate sections of and sign the Data Collection Form that summarizes our audit findings. We will provide copies of our reports to the Authority; however, it is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the designated federal audit clearinghouse and, if appropriate, to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' reports or nine months after the end of the audit period.

Management's responsibilities related to accounting and other services

For all nonattest services we perform in connection with the engagement, you are responsible for designating a competent employee to oversee the services, make any management decisions, perform any management functions related to the services, evaluate the adequacy of the services, and accept overall responsibility for the results of the services.

Prior to the release of the report, Management will need to sign a representation letter acknowledging your responsibility for the results of these services.

FEES

The estimated fee contemplates only the services described in the Summary of Services section of this letter. If Management requests additional services not listed above, we will provide an estimate of those fees prior to commencing additional work.

Our fees for the above outlined services will be $110,000 for the year ending September 30, 2013.

The fees will be billed periodically. Invoices are due on presentation. A service charge will be added to past due accounts equal to 1-1/2% per month (18% annually) on the previous month's balance less payments received during the month, with a minimum charge of $2.00 per month.

If the foregoing is in accordance with your understanding, please sign a copy of this letter in the space provided and return it to us. If you have any questions, please call Ron Conrad at (407) 423-7911.

Sincerely,

CHERRY BEKAERT LLP

Cherry Bekaert LLP

ATTACHMENT – Engagement Letter Terms and Conditions

Central Florida Regional Transportation Authority d/b/a LYNX

ACCEPTED BY: _____

TITLE: _____ DATE: _____

Cherry Bekaert LLP
Engagement Letter Terms and Conditions

The following terms and conditions are an integral part of the attached engagement letter and should be read in their entirety in conjunction with your review of the letter.

LIMITATIONS OF THE AUDIT REPORT

Should the Authority wish to include or incorporate by reference these financial statements and our report thereon into *any* other document at some future date, we will consider granting permission to include our report into another such document at the time of the request. However, we may be required by generally accepted auditing standards ("GAAS") to perform certain procedures before we can give our permission to include our report in another document such as an annual report, private placement, regulator filing, official statement, offering of debt securities, etc. You agree that you will not include or incorporate by reference these financial statements and our report thereon, or our report into any other document without our prior written permission. In addition, to avoid unnecessary delay or misunderstandings, it is important to provide us with timely notice of your intention to issue any such document.

LIMITATIONS OF THE AUDIT PROCESS

In conducting the audit, we will perform tests of the accounting records and such other procedures as we consider necessary in the circumstances to provide a reasonable basis for our opinion on the financial statements. We also will assess the accounting principles used and significant estimates made by Management, as well as evaluate the overall financial statement presentation.

Our audit will include procedures designed to obtain reasonable assurance of detecting misstatements due to errors or fraud that are material to the financial statements. Absolute assurance is not attainable because of the nature of audit evidence and the characteristics of fraud. For example, audits performed in accordance with GAAS are based on the concept of selective testing of the data being examined and are, therefore, subject to the limitation that material misstatements due to errors or fraud, if they exist, may not be detected. Also, an audit is not designed to detect matters that are immaterial to the financial statements. In addition, an audit conducted in accordance with GAAS does not include procedures specifically designed to detect illegal acts having an indirect effect (e.g., violations of fraud and abuse statutes that result in fines or penalties being imposed on the Authority) on the financial statements.

Similarly, in performing our audit we will be aware of the possibility that illegal acts may have occurred. However, it should be recognized that our audit provides no assurance that illegal acts generally will be detected, and only reasonable assurance that illegal acts having a direct and material effect on the determination of financial statement amounts will be detected. We will inform you with respect to errors and fraud, or illegal acts that come to our attention during the course of our audit unless clearly inconsequential. In the event that we have to consult with the Authority's counsel or counsel of our choosing regarding any illegal acts we identify, additional fees incurred may be billed to the Authority. You agree to cooperate fully with any procedures we deem necessary to perform with respect to these matters.

If, for any reason, we are unable to complete the audit, or are unable to form, or have not formed an opinion on the financial statements, we may decline to express an opinion or decline to issue a report as a result of the engagement. We will notify the appropriate party within your organization of our decision and discuss the reasons supporting our position.

MANAGEMENT'S RESPONSIBILITIES RELATED TO THE AUDIT

Management is responsible for the fair presentation of the financial statements in conformity with GAAP, including the appropriate basis of accounting is applied by all component units, if applicable, for making all financial records and related information available to us, for ensuring that all material information is

disclosed to us, and for identifying and ensuring that the Authority complies with the laws and regulations applicable to its activities and with the provisions of contracts and grant agreements.

Management is responsible for the preparation of the supplementary information in conformity with GAAP. Management agrees to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. Management also agrees to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon.

Management is also responsible for adjusting the financial statements to correct material misstatements, informing us of events that occurred subsequent to the balance sheet date until the date of the auditors' report that might affect the financial statements or related disclosures and informing us of any discovery of facts related to items that existed at the financial statement date that might affect the financial statements or related disclosures.

Management is responsible for informing us of its views regarding the risk of fraud at the Authority. Management must inform us of their knowledge of any allegations of fraud or suspected fraud affecting the Authority received in communications from employees, former employees, regulators, or others and for informing us about all known or suspected fraud affecting the Authority involving (a) Management, (b) employees who have significant roles in internal control, and (c) others where the fraud could have a material effect on the financial statements.

Management is responsible for the design and implementation of programs and controls over financial reporting and to prevent and detect fraud. Appropriate supervisory review procedures are necessary to provide reasonable assurance that adopted policies and prescribed procedures are adhered to and to identify errors and fraud or illegal acts. As a part of our audit, we will consider the Authority's internal control structure, as required by GAAS, sufficient to plan the audit and to determine the nature, timing, and extent of auditing procedures necessary for expressing our opinion concerning the financial statements. An audit is not designed to provide any assurance on internal controls. As part of our consideration of the Authority's internal control structure, we will inform you of matters that come to our attention that represent significant deficiencies or material weaknesses in the design or operation of the internal control structure.

Management is responsible for establishment and maintenance of a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying to us previous audits or other engagements or studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits or other engagements or studies. You are also responsible for providing management's views on our current findings, conclusions and recommendations, as well as your planned corrective actions, and the timing and format related thereto.

At the conclusion of the engagement, Management will provide to us a representation letter that, among other things, addresses (1) Management's responsibilities related to the audit and confirms certain representations made to us during the audit, including, Management's acknowledgement of its responsibility for the design and implementation of programs and controls to prevent and detect fraud; (2) Management's responsibilities related to the monitoring of internal control over financial reporting; and (3) Management's knowledge, directly or from allegations by others, of fraud or suspected fraud affecting the Authority. The representation letter will also affirm to us that Management believes that the effects of any uncorrected misstatements, if any, pertaining to the financial statements are immaterial, both individually and in the aggregate, to the financial statements taken as a whole. The Firm will rely on Management providing these representations to us, both in the planning and performance of the audit, and in considering the fees that we will charge to perform the audit. Because we will be relying on

Management's representations, you agree to indemnify the Firm, and its partners and employees, and hold them harmless from all claims, liabilities, losses, and costs arising in circumstances where there has been a known misrepresentation by an officer or employee of the Authority regardless of whether such officer or employee was acting in the Authority's interest, and even if the Firm acted negligently or wrongfully in failing to uncover or detect such misrepresentation. This indemnification will survive termination of this letter.

AUDIT PROCEDURES – GENERAL

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve professional judgment about the number of transactions to be examined and the areas to be tested. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the Authority or to acts by management or employees acting on behalf of the Authority. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because an audit is designed to provide reasonable, but not absolute assurance and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform you of any material errors and fraud, or illegal acts that come to our attention during the course of our audit. We will also inform you of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, creditors and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will also require certain written representations from you about the financial statements and related matters.

AUDIT PROCEDURES – INTERNAL CONTROLS

Our audit will include obtaining an understanding of the Authority and its environment, including internal controls, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards.*

An audit is not designed to provide assurance on internal control or to identify significant deficiencies. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under professional standards, and *Government Auditing Standards.*

AUDIT PROCEDURES - COMPLIANCE

As part of obtaining reasonable assurance about whether the basic financial statements are free of material misstatement, we will perform tests of the Authority's compliance with applicable laws and regulations and the provisions of contracts and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards.*

Communications

At the conclusion of the audit engagement, we may provide Management and those charged with governance a letter stating any significant deficiencies or material weaknesses which may have been identified by us during the audit and our recommendations designed to help the Authority make improvements in its internal control structure and operations related to the identified matters discovered in the financial statement audit. As part of this engagement we will ensure that certain additional matters are communicated to the appropriate members of the Authority. Such matters include (1) our responsibility under GAAS; (2) the initial selection of and changes in significant accounting policies and their application; (3) our independence with respect to the Authority; (4) the process used by Management in formulating particularly sensitive accounting estimates and the basis for our conclusion regarding the reasonableness of those estimates; (5) audit adjustments, if any, that could, in our judgment, either individually or in the aggregate be significant to the financial statements or our report; (6) any disagreements with Management concerning a financial accounting, reporting or auditing matter that could be significant to the financial statements; (7) our views about matters that were the subject of Management's consultation with other accountants about auditing and accounting matters; (8) major issues that were discussed with Management in connection with the retention of our services, including, among other matters, any discussions regarding the application of accounting principles and auditing standards; and (9) serious difficulties that we encountered in dealing with Management related to the performance of the audit.

Government Auditing Standards require that we provide you with a copy of our most recent quality control review report. Our most recent peer review report accompanies has been provided to you under separate cover letter.

OTHER MATTERS

Access to working papers

The working papers and related documentation for the engagement are the property of the Firm and constitute confidential information. We have a responsibility to retain the documentation for a period of time to satisfy legal or regulatory requirements for records retention. Except as discussed below, any requests for access to our working papers will be discussed with you prior to making them available to requesting parties.

We may be requested to make certain documentation available to regulators, governmental agencies (e.g., SEC, PCAOB, HUD, DOL, etc.) or their representatives ("Regulators") pursuant to law or regulations. If requested, access to the documentation will be provided to the Regulators. The Regulators may intend to distribute to others, including other governmental agencies, our working papers and related documentation without our knowledge or express permission. You hereby acknowledge and authorize us to allow Regulators access to and copies of documentation as requested. In addition, our Firm, as well as all other major accounting firms, participates in a "peer review" program covering our audit and accounting practices as required by the American Institute of Certified Public Accountants. This program requires that once every three years we subject our quality assurance practices to an examination by another accounting firm. As part of the process, the other firm will review a sample of our work. It is possible that the work we perform for you may be selected by the other firm for their review. If it is, they are bound by professional standards to keep all information confidential. If you object to having the work we do for you reviewed by our peer reviewer, please notify us in writing.

Electronic transmittals

During the course of our engagement, we may need to electronically transmit confidential information to each other, within the Firm, and to other entities engaged by either party. Although email is an efficient way to communicate, it is not always a secure means of communication and thus, confidentiality may be compromised. You agree to the use of email and other electronic methods to transmit and receive information, including confidential information between the Firm, the Authority and other third party providers utilized by either party in connection with the engagement.

Subpoenas

In the event we are requested or authorized by you or required by government regulation, subpoena, or other legal process to produce our working papers or our personnel as witnesses with respect to our engagement for you, you will, so long as we are not a party to the proceeding in which the information is sought, reimburse us for our professional time and expense, as well as the fees and expenses of our counsel, incurred in responding to such a request at standard billing rates.

Dispute resolution procedures

If any dispute, controversy or claim arises in connection with the performance or breach of this agreement, either party may, on written notice to the other party, request that the matter be mediated. Such mediation would be conducted by a mediator appointed by and pursuant to the rules of the American Arbitration Association (AAA) or such other neutral facilitator acceptable to both parties. Both parties would exert their best efforts to discuss with each other in good faith their respective positions in an attempt to finally resolve such dispute, controversy, or claim.

TERMS AND CONDITIONS SUPPORTING FEE

The estimated fees set forth in the attached engagement letter are based on anticipated full cooperation from your personnel, timely delivery of requested audit schedules and supporting information, timely communication of all significant accounting and financial reporting matters, the assumption that unexpected circumstances will not be encountered during the audit, as well as working space and clerical assistance as mutually agreed upon and as is normal and reasonable in the circumstances. We strive to ensure that we have the right professionals scheduled on each engagement. As a result, sudden Authority requested scheduling changes or scheduling changes necessitated by the agreed information not being ready on the agreed upon dates can result in expensive downtime for our professionals. Any last minute schedule changes that result in downtime for our professionals could result in additional fees. Our estimated fee does not include assistance in bookkeeping or other accounting services not previously described. If for any reason the Authority is unable to provide such schedules, information and assistance, the Firm and the Authority will mutually revise the fee to reflect additional services, if any, required of us to achieve these objectives.

The estimated fees contemplate that the Authority will provide adequate documentation of its systems and controls related to significant transaction cycles and audit areas.

In providing our services, we will consult with the Authority with respect to matters of accounting, financial reporting or other significant business issues as permitted by professional standards. Accordingly, time necessary to effect a reasonable amount of such consultation is reflected in our fee. However, should a matter require research, consultation or audit work beyond that amount, the Firm and the Authority will agree to an appropriate revision in our fee.

The Authority agrees to pay all costs of collection (including reasonable attorneys' fees) that the Firm may incur in connection with the collection of unpaid invoices. In the event of nonpayment of any invoice rendered by us, we retain the right to (a) suspend the performance of our services, (b) change the payment conditions under this engagement letter, or (c) terminate our services. If we elect to suspend our services, such services will not be resumed until your account is paid. If we elect to terminate our services

for nonpayment, the Authority will be obligated to compensate us for all time expended and reimburse us for all expenses through the date of termination.

This engagement letter sets forth the entire understanding between the Authority and the Firm regarding the services described herein and supersedes any previous proposals, correspondence, and understandings whether written or oral. Any subsequent changes to the terms of this letter, other than additional billings, will be rendered in writing and shall be executed by both parties. Should any portion of this engagement letter be ruled invalid, it is agreed that such invalidity will not affect any of the remaining portions.

Consent Agenda Item #6.D. iii

To: **LYNX Board of Directors**

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

Phone: **407.841.2279 ext: 6023**

Item Name: **Extension of Contracts**
Authorization to Exercise the Third Option Year of Contract #10-C28 with TJ's Quality Cleaning for Pressure Cleaning of Bus Shelters

Date: **7/25/2013**

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to execute the third option year of Contract #10-C28 with TJ's Quality Cleaning for pressure washing of bus shelters.

BACKGROUND:

LYNX' Board of Directors approved Contract #10-28 at its meeting in July 2010.

LYNX operates a public transportation system with an annual ridership totaling about 31.2 million passenger trips with a bus fleet of 268 buses, operating over 64 Links (routes), serving close to 4500 posted bus stops and superstop transfer centers. Most Links operate seven (7) days per week. LYNX' service area includes Orange, Osceola and Seminole counties and encompasses 2,500 square miles. Bus stops are the primary point of customer access to LYNX fixed route bus network. Shelters provide an enhanced experience for customers by providing shelter from the elements. These stops and shelters are highly visible to the community.

LYNX has three separate contracts for bus stops and shelters including lawn maintenance, trash removal, shelter cleaning, and shelter maintenance. This contract is for pressure cleaning of close to 1,000 different stops that are typically once per month.

FISCAL IMPACT:

LYNX staff included $140,000 in the FY2014 Preliminary Operating Budget for pressure washing of bus shelters. The FY2012 expense for pressure washing of bus shelters was $122,107. Future years will be budgeted appropriately to support the contract.

Consent Agenda Item #6.D. iv

To: **LYNX Board of Directors**

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

Phone: **407.841.2279 ext: 6023**

Item Name: **Extension of Contracts**
Authorization to Exercise the First Option Year of Contract #10-C29 with Groundtek of Central Florida, Inc for Bus Stop Lawn Maintenance and Trash Removal

Date: **7/25/2013**

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to execute the first option year of Contract #10-C29 with Groundtek of Central Florida, Inc. for bus stop lawn maintenance and trash removal.

BACKGROUND:

LYNX' Board of Directors approved Contract #10-29 at its meeting in July 2010.

LYNX operates a public transportation system with an annual ridership totaling about 31.2 million passenger trips with a bus fleet of 268 buses, operating over 64 Links (routes), serving close to 4500 posted bus stops and superstop transfer centers. Most Links operate seven (7) days per week. LYNX' service area includes Orange, Osceola and Seminole counties and encompasses 2,500 square miles. Bus stops are the primary point of customer access to LYNX fixed route bus network. Shelters provide an enhanced experience for customers by providing shelter from the elements. These stops and shelters are highly visible to the community.

LYNX has three separate contracts for bus stops and shelters including lawn maintenance, trash removal, shelter cleaning, and shelter maintenance. This contract is for trash pickup at over 1,250 different stops that are typically serviced twice a week as well as lawn maintenance which includes grass cutting and picking up of trash around 2,700 locations in the service area.

FISCAL IMPACT:

LYNX staff included $556,000 in the FY2014 Preliminary Operating Budget for bus stop lawn maintenance and trash removal. The FY2012 expense for bus stop lawn maintenance and trash removal was $571,094. Future years will be budgeted appropriately to support the contract.

Consent Agenda Item #6.E. i

To: **LYNX Board of Directors**

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

Phone: **407.841.2279 ext: 6023**

Item Name: **Miscellaneous**
Authorization to Modify PCL Construction Services, Inc. Contract #13-C12 for LYMMO Expansion Projects

Date: **7/25/2013**

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to modify Contract No. 13-C12, Construction Contract with PCL Construction Services, Inc. for ITS integration for the expanded LYMMO system and construction of a portion of the Parramore BRT project. The modification is not to exceed $1,004,920 plus an additional owner-controlled contingency of $110,492, contingent upon FTA's approval of the necessary revision.

BACKGROUND:

PCL Construction Services received Notice to Proceed for the East/West BRT Construction (Project A) and Existing LYMMO Maintenance (Project B) in March 2013. Concurrently, the Parramore BRT project is in final design with anticipated notice to proceed for September, 2013. Due to the long lead time necessary for the integration of ITS components (kiosks, real time passenger information and back of house system support) and since PCL is already underway and has pricing for the ITS systems in their contract, LYNX desires to purchase materials and services necessary to implement and coordinate the ITS systems for Parramore under one contractor. Secondly, the East/West BRT construction project is currently mobilized and will be completing work on Central Blvd prior to the anticipated Notice to Proceed for Construction of the Parramore BRT. Transferring scope to PCL Construction Services will enable LYNX to reduce road closures on Central Blvd and coordinate the construction of the overlap between the two projects and maintain the East/West BRT construction schedule.

We are proposing adding Project C and Project D. The contract modification will be broken out as follows:

Project C – LYMMO ITS Components and System Integration - $654,920

Project D – Central Blvd from Division St. To Garland Ave - $350,000
LYNX Contingency - $100,492

PROPOSED NEW EXPANSION:

Once completed, the LYMMO BRT will consist of three separate BRT lines with real time passenger information at all stations/shelters, including the existing LYMMO. Staff anticipates completing construction by Spring of 2014 for all three projects, East/West BRT, LYMMO Maintenence (which includes rehabilitation of existing shelters, new kiosks and real time information) and Parramore BRT. An additional 6 miles of BRT will be added to the downtown LYMMO system and will require an additional 7 buses, delivery of which is expected in October of 2013.

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

There is no change to the DBE commitment.

FISCAL IMPACT:

LYNX staff included $16,200,000 in the FY2013 Amended Capital Budget for the Parramore BRT LYMMO expansion projects, contingent upon FTA's approval of the necessary revision.

Consent Agenda Item #6.E. ii

To: **LYNX Board of Directors**

From: **Kathy Clary**
BUSINESS DEVELOPMENT OFFICER
Elaine Buhrow
(Technical Contact)

Phone: **407.841.2279 ext: 6161**

Item Name: **Miscellaneous**
Authorization to Purchase Vanpool Vehicles for Expansion

Date: **7/25/2013**

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to purchase ten (10) expansion vanpool vehicles. Funding for this purchase was included in the FY2013 Adopted Capital Budget.

BACKGROUND:

The LYNX vanpool program was developed to provide another option for the Central Florida community commuting to work. LYNX currently has eighty-six (86) vehicles in service in the vanpool fleet. LYNX purchases commuter vans from funds granted by the Federal Transit Administration (FTA) and contracts with an outside vendor, Vanpool Services Incorporated (VPSI) to provide fleet management services.

VPSI fleet management services include the billing and collection of monthly vanpool fees, providing insurance and maintenance for the fleet, compiling monthly and annual NTD reports, supplying emergency road-side assistance and replacement vehicles for vans in need of repair.

Historically, LYNX vanpool groups have experienced low turnover and the program continues to generate interest from employers and individual commuters. Due to the high interest in the program, and requests from multiple employers to start a vanpool program, an additional ten (10) vans will be needed for expansion and support of SunRail connectivity.

LYNX is looking to purchase nine (9) 7-passenger vans and one (1) wheelchair van to grow the program. The total cost for ten (10) vehicles is $267,789.

These vehicles will be purchased under the Florida DMS contract, when possible, or competitively procured and will meet Buy America requirements.

Vanpool Vehicles	Quantity	Unit Cost	Total Cost
7 Passenger Vans	9	$24,327.56	$218,948
Wheelchair Van	1	$48,841	$48,841
Total Vehicles	10		$267,789

FISCAL IMPACT:

LYNX staff included $1,624,000 in the FY2013 Amended Capital Budget for vanpool vehicles. LYNX has ordered forty-six (46) vehicles to date at a cost of $1,232,228 leaving a balance on this budgeted item of $391,772.

Consent Agenda Item #6.E. iii

To: **LYNX Board of Directors**

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

Phone: **407.841.2279 ext: 6009**

Item Name: **Miscellaneous**
Authorization to Ratify Sub-Allocation of the FY2013 Orlando Urbanized Area FTA 5307 Funding to the Lake County Transit Services and the Authority to Execute Supplemental Agreement upon Approval by the FTA

Date: **7/25/2013**

ACTION REQUESTED:

Staff is requesting the Board of Directors' ratification of the sub-allocation of the Orlando urban area funding to Lake County Transit Services from the Federal Transit Administration (FTA) FY2013 5307 formula apportionment.

At the request of Lake Country Transit Service, LYNX transmitted a sub-allocation letter to the FTA for a portion of the FY2013 5307 apportionment attributable to Lake County operations reported in its FY2011 National Transit Database (NTD) report. This letter will allow Lake County to start the process of applying for 5307 funding as a direct recipient.

Additionally, Staff is requesting the Board of Director's authorization to execute a Supplemental Agreement with FTA and Lake County that allows Lake County as the grant recipient to receive and dispense FTA's 5307 funding.

BACKGROUND:

The FTA's Urbanized Area Formula Program (Section 5307) program provides grants to Urbanized Areas (UZA) for public transportation capital, planning, job access and reverse commute projects, as well as operating expenses in certain circumstances. These funds constitute a core investment in the enhancement and revitalization of public transportation systems in the nation's urbanized areas, which depend on public transportation to improve mobility and reduce congestion.

Beginning with this FY2013 apportionment, FTA began apportioning funds based on UZA designations and population counts from the 2010 Census. The transition from the 2000 Census to the 2010 Census affected the program requirements and/or eligibilities that apply to recipients

in certain areas. In addition, the boundaries of many UZAs have shifted and resulted in former urban clusters (i.e., areas with populations under 50,000) and former non-urbanized areas to be now located within the boundaries of a UZA. As a result of the 2010 Census boundaries, the areas of Groveland, Mascotte, Minneola and Montverde are now included in the Orlando UZA.

Under the current transit reauthorization, Moving Ahead for Progress in the 21st Century (MAP–21), a special rule allows recipients in urbanized areas with populations of 200,000 or above and that operate 100 or fewer buses in fixed route service during peak hours, to receive a grant for operating assistance subject to a maximum amount per system, in accordance with "Section 5307 Operating Assistance Special Rule Operator Caps". FTA identified the transit systems and their maximum operating assistance amounts for FY2013 based on the percent of apportionment attributable to an operator, calculated from vehicle revenue hours reported in their FY2011 NTD report. In the final FY2013 FTA apportionments released in May, the Orlando UZA had 2.05% or $396,917 of its apportionment attributable to Lake County with a maximum amount of $297,688 eligible for 5307operating assistance.

Thus, Lake County Transit now falls in the category of transit systems eligible to receive a sub-allocation of the 5307 apportionment. FTA has established that a sub-allocation be determined through a process based on local needs within the UZA. LYNX has been in discussions with Lake County together with the Florida Department of Transportation and Metroplan Orlando since last year. Staff agreed to provide a sub- allocation letter to the FTA to allow Lake County to be a direct 5307 grant recipient. A determination of the final amount had to be subject to other services Lake County requested for termination and LYNX attempting to bridge a gap in funding to allow continuation of services and avoid adverse impact to customers currently being served in the affected areas. LYNX will be terminating the Link 55 service as requested by Lake County and Link 204 discussion continues. Staff will apprise the Board on the final FY2013 5307 sub-allocation amount, which concluded before this board item was finalized.

Prior to FTA's award of the 5307 direct grant to Lake County, a Supplemental Agreement needs to be executed by LYNX, Lake County and FTA which permits Lake County to receive and dispense FTA funds and Lake County, as the direct grant recipient, will assume all responsibilities for the terms and conditions of their Grant Agreement for the sub-allocated funds. Lake County is eligible to apply for operating assistance to serve the needs of the Orlando UZA.

FISCAL IMPACT:

The sub-allocation to Lake County will reduce the LYNX Orlando urban funds up to a maximum of $396,917.

Consent Agenda Item #6.E. iv

To: **LYNX Board of Directors**

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

Phone: **407.841.2279 ext: 6017**

Item Name: **Miscellaneous**
Authorization to Issue Coordination Agreements to Four Medicaid Compensable and Multiple Non-Compensable Human Services Agencies

Date: **7/25/2013**

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to enter into an annual coordination agreement with four (4) Medicaid compensable entities, various non-compensable entities, and additional non-compensable entities as necessary.

BACKGROUND:

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

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

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

LYNX currently has four (4) Medicaid reimbursable Coordination Agreements in place and various Coordination Agreements with other entities that receive State funding.

The four (4) Medicaid reimbursable entities include BrightStart Pediatrics, Lakeside Behavioral Healthcare, Park Place Behavioral Healthcare (Osceola Mental Health), and Seminole Community Mental Health. These entities provide Medicaid compensable transportation

services to their customers traveling to or from their facilities. Out of our Medicaid revenues, LYNX reimburses these entities $16.40 per one-way trip, less the $1.00 per trip Medicaid co-pay where appropriate. If these entities were not providing these transportations services, the trips would become the responsibility of the CTC (LYNX) at an average cost of $35 per trip. These entities provide approximately 76,000 annual trips at an annual cost to LYNX of $1,170,400 and an annual savings to LYNX of approximately $1,489,600.

The various entities that receive State funding are primarily Developmental Services Med-Waiver transportation providers for the Agency for Persons with Disabilities (reimbursed by that agency at $7.47 per one-way trip) or agencies that have received Section 5310 (formerly Section 16(b)2) capital funding through the Florida Department of Transportation. There is no fiscal exchange between LYNX and these agencies.

With the implementation of Medicaid Reform transitioning all Medicaid services (including transportation) to the Managed Care Organizations, the fiscal obligation with these agencies will be terminated, with the exception of BrightStart Pediatrics whose Medicaid beneficiaries are exempt from Medicaid Reform.

FISCAL IMPACT:

LYNX staff included $1,516,636 in the FY2014 Preliminary Operating Budget for Medicaid compensable and multiple non-compensable human service agencies.

Consent Agenda Item #6.E. v

To: **LYNX Board of Directors**

From: **John Lewis**
CHIEF EXECUTIVE OFFICER
Desna Hunte
(Technical Contact)

Phone: **407.841.2279 ext: 6017**

Item Name: **Miscellaneous**
Authorization to Approve the Disadvantaged Business Enterprise Program Participation Goal for FY 2014-2016

Date: **7/25/2013**

ACTION REQUESTED:

Staff is seeking authorization by the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to approve the Disadvantaged Business Enterprise overall participation goal of 17% for FY 2014-2016.

BACKGROUND:

The Disadvantaged Business Enterprise Program is mandated for all Federal Transit Administration (FTA) recipients that receive $250,000 or more in FTA planning, capital and/or operating assistance in a fiscal year. As a grant recipient of Federal Transit Administration Funds (FTA), LYNX must ensure that disadvantaged business enterprises ad defined in Title 49 Code of Federal Regulations (CFR) Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds. As a condition of receiving U.S. Department of Transportation (DOT) financial assistance, LYNX developed and implemented a Disadvantaged Business Enterprise Program (DBE program) that was approved by FTA on June 2000.

In accordance with the regulations, LYNX is required to set its overall goals based on demonstrable evidence of the relative and availability of ready, willing and able DBEs in the areas from which LYNX obtains contracts. A DBE is defined as a for-profit small business concern with at least 51% socially and economically disadvantaged ownership. The qualifying owner(s) cannot have a net worth that exceeds $1.32 million (excluding the owner's business and primary residence); The DBE program provides a vehicle for increasing the participation of disadvantaged businesses in the Authority's procurement. Each DOT-assisted local transportation agency is required to establish DBE goals, review the scopes of anticipated large prime contracts throughout the year and establish contract-specific DBE subtracting goals.

FTA guidelines require agencies submission of a three (3) year DBE goal and goal setting methodology. In accordance with 49 CFR Part 26 of the regulations LYNX have been selected for the Category Group A to report the DBE goal. Pursuant to the Rule, the goal is due on August 1, 2013, and should cover Federal fiscal years 2014, 2015, and 2016. Upon approval from FTA, the goal will become effective from October 1, 2013 through September 30, 2016.

LYNX' DBE goals are calculated using a base figure in accordance with the guidelines of CFR 49 Part 26, with consideration for adjustments and while considering several factors including past performance. LYNX' awards contracts that fall under three categories: (i) Professional Services, (ii) Goods/Services and (iii) Construction. The majority of contracts awarded are in the professional services category.

LYNX, for fiscal years 2011, 2012 and 2013 have shown a median percentage of 16% DBE participation. LYNX has determined that it is not necessary to make an adjustment to the base figure as a result of the levels of past participation for the previous periods.

The goal setting process must also provide for public participation and a published notice announcing the proposed goal while informing the public. LYNX published the proposed goal in the Orlando Sentinel, El Sentinel, The Orlando Times and on LYNX' website for public comment.

Consent Agenda Item #6.E. vi

To: **LYNX Board of Directors**

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

Phone: **407.841.2279 ext: 6017**

Item Name: **Miscellaneous**
Authorization to Increase the "Not-to-Exceed" Amount for the Second Year of the Contract with DesignLab, Inc., for Operator Uniforms

Date: **7/25/2013**

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to increase the "Not-to-Exceed" amount for the second year of the contract with DesignLab, Inc., from $160,520 to $181,170 for the purchase of uniforms for LYNX operators and amend the FY2013 Operating Budget accordingly. Staff also requests that the cost of the three remaining years be bundled at a "Not-to-Exceed" amount of $543,510.

BACKGROUND:

In February 2011, the Board authorized the issuance of a Request for Proposal (RFP) for LYNX operator uniforms. In May 2011, the contract was awarded to DesignLab, Inc. The new contract was for two (2) years with three (3) one-year options. LYNX is currently in the second year of the contract.

The request for additional funds is due to an increase in total operators.

FISCAL IMPACT:

LYNX staff included $150,070 in the FY2013 Amended Operating Budget for operator uniforms and will amend the FY2013 Operating Budget to $181,170 for this contract modification, if approved. This increase will be covered through the use of reserves. The FY2012 expense for operator uniforms was $151,493.

Consent Agenda Item #6.E. vii

To: **LYNX Board of Directors**

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

Phone: **407.841.2279 ext: 6017**

Item Name: **Miscellaneous**
Authorization to Procure GFI GenFare Low-Profile Odyssey Fareboxes for NeighborLink Vehicles

Date: **7/25/2013**

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to procure eleven (11) GFI Low-Profile Odyssey Fareboxes.

BACKGROUND:

In January 2002, LYNX Board of Directors authorized the Executive Director to award a $2.3 million contract to GFI Genfare for the purchase of 226 Odyssey Electronic Fareboxes. This authorization was supported by a proprietary purchase with sole source justifications based on a singular modular component; smart card application capability; financial strength (security measures); and legacy back office (money room) equipment. Cost for the equipment was benchmarked off a competitively awarded contract by Merrimack Valley Regional Transportation Authority.

Since, additional GFI Genfare fareboxes have been procured to maintain fixed route and spare farebox needs.

In June 2007, NeighborLink (f/k/a PickUpLine) services were implemented as a six month demonstration project. The service proved successful and was expanded beyond the initial demonstration route.

It is LYNX' desire for customers to travel seamlessly throughout the transportation system. To do so, customers need to be able to use one type of fare media – including a daily, weekly, or monthly pass – on all modes of transportation.

Due to the limited space available on the original PickUpLine vehicles, LYNX was not able to use the full size GenFare Odyssey Fareboxes that are in place on the fixed route bus system. A

sole source procurement was issued for three (3) GenFare Cashless Fareboxes due to GenFare using proprietary coding for their fare media and farebox probing system.

The original three (3) GenFare Cashless Fareboxes will continue to be used for NeighborLink services, however, low-profile versions of the GenFare Odyssey Fareboxes that are currently used in fixed route service are desired to equip the remaining eleven (11) NeighborLink vehicles.

FISCAL IMPACT:

LYNX staff included $196,000 in the FY2013 Amended Capital Budget to procure fareboxes for NeighborLink vehicles.

Consent Agenda Item #6.E. viii

To: **LYNX Board of Directors**

From: **Stuart Boggs**
DIRECTOR OF PLANNING & DEVELOP
William Hearndon
(Technical Contact)
Andrea Ostrodka
(Technical Contact)

Phone: **407.841.2279 ext: 6009**

Item Name: **Miscellaneous**
Authorization to Adopt the 2013 Transportation Disadvantaged Service Plan

Date: **7/25/2013**

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to adopt the 2013 Transportation Disadvantaged Service Plan.

BACKGROUND:

As the Community Transportation Coordinator (CTC), LYNX is responsible for the development and provision of transportation disadvantaged services for the tri-county region of Orange, Osceola, and Seminole Counties. ACCESS LYNX is one program among LYNX' comprehensive transportation services that provides paratransit service to customers with special needs. The Transportation Disadvantaged Service Plan (TDSP) is required by the State of Florida Commission for the Transportation Disadvantaged (CTD) and approved by the Local Coordinating Board (LCB). The TDSP is developed every five years in coordination with a Memorandum of Agreement between LYNX serving as the CTC and the CTD. The TDSP contains a Development Plan, Service Plan, and a Quality Assurance component.

Through the LCB's involvement in the review and approval of the plan, the LCB is able to guide and support the CTC in implementing coordination efforts and locally developed service standards that are consistent with the needs and resources of the community. The LCB plays an important role in the support, advisement, monitoring, and evaluation of the CTC based on the approved TDSP.

The TDSP reflects LYNX' commitment to provide the highest quality coordinated transportation services in the most cost effective and efficient manner to our customers.

The purpose of the TDSP is to:

- Serve as the source document for identifying service standards related to all paratransit services within the tri-county region.

- Establish long-term goals, objectives, and strategies that reflect the CTC's scope and responsibilities.

The 2013 TDSP is an original document, and reflects service-planning initiatives for the calendar years 2013-2018. Additional items contained in the TDSP include a Memorandum of Agreement and cost/revenue allocation and rate structure justification. The TDSP will be a guide for state and local agencies regarding LYNX' contributions to paratransit services and persons with special needs.

Consent Agenda Item #6.E. ix

To: **LYNX Board of Directors**

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

Phone: **407.841.2279 ext: 6009**

Item Name: **Miscellaneous**
Authorization to Submit Grant Applications to the Federal Transit Administration for Fiscal Year 2013 MAP-21 Apportionments

Date: **7/25/2013**

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to submit grant applications to the Federal Transit Administration (FTA) for the FY 2013 Moving Ahead for Progress in the 21st Century (MAP-21) formula funds and execute grant agreements with the FTA for the following funding programs:

- ✓ Urbanized Area Formula Program approximately $23,510,000
- ✓ State of Good Repair (Fixed-Guideway) $ 246,432
- ✓ Bus/Bus Facilities Program $ 2,619,079
- ✓ Enhanced Mobility for Seniors/Individuals with Disabilities $ 1,218,124
- ✓ Surface Transportation Program $ 6,297,975

BACKGROUND:

Congress establishes the legal authority to commence and continue FTA programs through authorizing legislation covering several years. On July 6, 2012, President Obama signed Moving Ahead for Progress in the 21st Century (MAP-21), reauthorizing surface transportation programs through fiscal year 2014. MAP-21 took effect on October 1, 2012 and is the new two-year surface transportation authority that provides FTA an authorization level of $10.6 billion in FY 2013 and $10.7 billion in FY 2014. MAP–21 consolidated certain transit programs to improve their efficiency and provides significant funding increases specifically for improving the state of good repair of the nation's transit systems.

FTA published on October 16, 2012 a Federal Register notice that provided a partial apportionment of FY 2013 formula funds. The initial Notice apportioned and allocated funding

pursuant to the Continuing Appropriations Resolution, 2013 (CR) that provided funds through March 27, 2013. That notice also contained important information and interim guidance about new FTA programs and changes to existing FTA programs authorized by MAP-21.

The Consolidated and Further Continuing Appropriations Act, 2013 was signed into law by President Obama on March 26, 2013. It appropriated funds for all of the surface transportation programs of the U.S. Department of Transportation (DOT) for the remainder of the Fiscal Year (FY) ending September 30, 2013. After the legislation was enacted, FTA published in May 2013 a subsequent FY 2013 Apportionment Notice which apportioned the full FY 2013 funding available pursuant to the Consolidated and Further Continuing Appropriations Act, 2013 (FY 2013 Appropriations) and sequestration of funds triggered by the Balanced Budget and Emergency Deficit Control Act of 2011.

Under MAP–21, several of FTA's programs were repealed, consolidated, or changed from a discretionary program to a formula-based program to provide steady and more predictable funding for transit investments. As a result of the MAP–21 authorization and in addition to regulatory activities, FTA is in the process of updating program circulars to reflect MAP–21 changes and provide guidance for new and existing programs. FTA will be publishing the circulars for notice and comment, with final publication expected by the beginning of FY 2014. LYNX staff will be monitoring the FTA program changes as they may impact LYNX FY 2014 budgeted funding.

Programs Expected for publication of draft updated circulars (for notice and comment) are as follows:
Urbanized Area Formula Grant Program (Section 5307) .....April 22, 2013
Enhanced Mobility for Seniors and Individuals With Disabilities (Section 5310) .....Spring 2013
Rural Areas Formula Program (Section 5311)..... Spring 2013
State of Good Repair Formula Program (Section 5337) .... Summer 2013
Bus and Bus Facilities Formula Program (Section 5339) ..... Summer 2013

The following summarizes the funding programs:
Urbanized Area Formula Program - Section 5307:
This program provides grants to Urbanized Areas (UZA) for public transportation capital, planning, job access and reverse commute projects, as well as operating expenses in certain circumstances. These funds constitute a core investment in the enhancement and revitalization of public transportation systems in the nation's urbanized areas, which depend on public transportation to improve mobility and reduce congestion.

Beginning with this FY 2013 apportionment, FTA began apportioning funds based on UZA designations and population counts from the 2010 Census. The transition from the 2000 Census to the 2010 Census affected the program requirements and/or eligibilities that apply to recipients in certain areas. In addition, the boundaries of many UZAs have shifted and resulted in former urban clusters (i.e., areas with populations under 50,000) and former non-urbanized areas to be now located within the boundaries of a UZA. As a result of the 2010 Census boundaries, the areas of Groveland, Mascotte, Minneola and Montverde are now included in the Orlando UZA.

Under the current transit reauthorization, Moving Ahead for Progress in the 21st Century (MAP–21), a special rule allows recipients in urbanized areas with populations of 200,000 or above and that operate 100 or fewer buses in fixed route service during peak hours, to receive a grant for operating assistance subject to a maximum amount per system, in accordance with "Section 5307 Operating Assistance Special Rule Operator Caps". FTA identified the transit systems and their maximum operating assistance amounts for FY 2013 based on the percent of apportionment attributable to an operator, calculated from vehicle revenue hours reported in their FY 2011 NTD report. In the final FY 2013 FTA apportionments released in May, the Orlando UZA had 2.05% or $396,917 of its apportionment attributable to Lake County with a maximum amount of $297,688 eligible for 5307operating assistance.

Thus, Lake County Transit now falls in the category of transit systems eligible to receive a sub-allocation of the 5307 apportionment. FTA has established that a sub-allocation be determined through a process based on local needs within the UZA. LYNX has been in discussions with Lake County together with the Florida Department of Transportation and Metroplan Orlando since last year. Staff agreed to provide a sub- allocation letter to the FTA to allow Lake County to be a direct 5307 grant recipient. A determination of the final amount had to be subject to other services Lake County requested for termination and LYNX attempting to bridge a gap in funding to allow continuation of services and avoid adverse impact to customers currently being served in the affected areas. LYNX will be terminating the Link 55 service as requested by Lake County and Link 204 discussion continues. Staff will apprise the Board on the final FY 2013 5307 sub-allocation amount, which concluded before this board item was finalized.

Prior to FTA's award of the 5307 direct grant to Lake County, a Supplemental Agreement needs to be executed by LYNX, Lake County and FTA which permits Lake County to receive and dispense FTA funds and Lake County, as the direct grant recipient, will assume all responsibilities for the terms and conditions of their Grant Agreement for the sub-allocated 5307 funds. Lake County is eligible to apply for operating assistance to serve the needs of the Orlando UZA.

Due to the cycle and timing on the release of Federal Apportionments and the grant application process, the annual LYNX' 5307 Apportionment typically gets budgeted by LYNX over multiple years. LYNX will apply for FY 2013 5307 funding to be adjusted after the Lake County sub-allocation.

State of Good Repair (SGR) - Section 5337:

A new formula-based State of Good Repair program is FTA's first stand-alone initiative written into law that is dedicated to repairing and upgrading the nation's rail transit systems along with high-intensity motor bus systems that use high-occupancy vehicle lanes, including bus rapid transit (BRT). These funds reflect a commitment to ensuring that public transit operates safely, efficiently, reliably, and sustainably so that communities can offer balanced transportation choices that help to improve mobility, reduce congestion, and encourage economic development.

SGR replaces the fixed-guideway modernization formula program. Projects are limited to replacement and rehabilitation or capital projects required to maintain public transportation systems in a state of good repair. LYNX has been working with the City of Orlando staff to upgrade the existing LYMMO in a state of good repair and to provide amenities and technology

that are compatible with the Parramore BRT and East-West LYMMO expansions due for completion in FY 2014.

Bus/Bus Facilities Program – Section 5339
Provides capital funding to replace, rehabilitate and purchase buses and related equipment and to construct bus-related facilities.

This program replaces the Section 5309 Bus and Bus Facilities Program which allocated funds through a competitive project selection process or earmarking. LYNX will program section 5339 funds for buses and technology enhancements.

Enhanced Mobility for Seniors/Individuals with Disabilities- Section 5310:
This program is intended to enhance mobility for seniors and persons with disabilities by providing funds for programs to serve the special needs of transit-dependent populations beyond traditional public transportation services and Americans with Disabilities Act (ADA) complementary paratransit services.

Eligible activities include:

1) Public transportation projects planned, designed, and carried out to meet the special needs of seniors and individuals with disabilities when public transportation is insufficient, inappropriate, or unavailable.
2) Public transportation projects that exceed the requirements of the ADA.
3) Public transportation projects that improve access to fixed-route service and decrease reliance by individuals with disabilities on complementary paratransit.
4) Alternatives to public transportation that assist seniors and individuals with disabilities.

On May 7, 2013 FTA acknowledged LYNX as the 5310 designated recipient for the Kissimmee and Orlando urbanized areas. This designation allows LYNX to apply for 5310 funding as of the FY 2013 apportionment. LYNX is in the process of developing 5310 program plans and procedures to meet the current 5310 guidelines and any proposed changes to be released shortly.

In today's Board meeting, LYNX will adopt the FY 2013-2018 Transportation Disadvantaged Service Plan (TDSP), a requirement by the State of Florida Commission for the Transportation Disadvantaged (CTD). Upon approval by the Local Coordinating (LCB), this plan will be submitted to FTA to serve as the locally developed, coordinated public transit-human services transportation plan for 5310.

Surface Transportation Program (STP):
The STP provides funding that may be used by States and localities for a wide range of projects to preserve and improve the conditions and performance of surface transportation, including highway, transit, intercity bus, bicycle and pedestrian projects.

The USDOT funding for the Federal Highway Administration includes Surface Transportation Program (STP) funds which are eligible to be transferred to FTA for transit purposes. The regional STP funds are allocated by Metroplan Orlando for transit, enhancement, bike-ped and

highway projects. STP funds are programmed annually by Metroplan Orlando in the Transportation Improvement Program (TIP) and are incorporated in the state adopted State Transportation Improvement Program (STIP).

LYNX will program FY 2013 STP funding for buses and passenger amenities.

FISCAL IMPACT:

FY2013 Federal formula funds are programmed and budgeted for the FY2013 and FY2014 Operating and Capital Budgets for operating related capital assistance and capital budgets as appropriate.

Consent Agenda Item #6.E. x

To: **LYNX Board of Directors**

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

Phone: **407.841.2279 ext: 6023**

Item Name: **Miscellaneous**
Authorization to Enter into an Interlocal Agreement with Seminole County for the Placement of Shelters in Unincorporated Seminole County

Date: **7/25/2013**

ACTION REQUESTED:

Staff is requesting the Board's authorization for the Chief Executive Officer (CEO) or designee to negotiate and enter into an agreement with Seminole County for interlocal agreement for the administration of a bus shelter program within the unincorporated portions of Seminole County.

BACKGROUND:

For the past ten years, Seminole County has had an exclusive agreement with Signal Outdoor Advertising for the provision and associated maintenance of shelters within the unincorporated portions of Seminole County. During this contract time frame, LYNX has been limited to being able to install shelters only within municipal city limits and more recently only within municipal city limits adjacent to city rights-of-way. As such, the ability to place shelters by LYNX has been extremely limited.

As of September 30, 2013 , the agreement between Signal and the County will cease. The County as also reached an agreement with Signal that during the balance of the remaining contract the two entities have, the rights for placement of shelters are non-exclusive. Once an agreed upon interlocal has been executed, LYNX can start with the installation of shelters in the unincorporated County.

The terms of the agreement are such that until the September 2013 deadline, Signal remains in control of their shelters and LYNX is in control of agency installed shelters. After this time frame, the shelters become the exclusive property of LYNX. The agreement also provides that that LYNX is entitled to any and all ad revenue arising from the Signal shelters and LYNX installed shelters. The initial term of the interlocal is for a five year term with the understanding that in the event that shelters are removed prior to the end of the five year term are subject to

negotiations for the reimbursement of undepreciated costs that may still be owned to the Federal Transit Administration

FISCAL IMPACT:

LYNX staff included approximately $742,000 in the FY2014 Preliminary Capital Budget for shelter installation and manufacturing. Future years will be budgeted appropriately to support LYNX' shelter program.

TRANSIT SHELTER INTERLOCAL AGREEMENT

By and between

Seminole County, Florida,

and

Central Florida Regional Transportation Authority (d/b/a LYNX)

**Relating to the Placement of Transit Shelters
Within the Unincorporated Limits of Seminole County, Florida**

_____, 2013

Seminole County Commission
Regular Meeting of _____, _____, 2013

Central Florida Regional Transportation Authority Governing Board

Regular Meeting of_____, _____, 2013

THIS DOCUMENT PREPARED BY:

Patrick T. Christiansen, Esq.
Fla. Bar No. 0146230
LYNX General Counsel

Akerman Senterfitt
CNL Tower II, Suite 1200
420 S. Orange Ave.
Orlando, Florida 32801
(407) 419-8545

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TRANSIT SHELTER INTERLOCAL AGREEMENT

THIS TRANSIT SHELTER INTERLOCAL AGREEMENT (the "**Agreement**"), made and entered into as of this _____ day of _____, 2013, by and between:

SEMINOLE COUNTY, FLORIDA, a charter county and political subdivision of Florida, whose address is 1101 East First Street, Sanford, Florida 32771 (the "**County**"),

and

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY, d/b/a LYNX, a Florida body politic and corporate, duly created, organized, and existing under, and by virtue of, Part II, Chapter 343, Florida Statutes, and having its principal place of business at LYNX Central Station, 455 N. Garland Avenue, Orlando, Florida 32801 (the "**Authority**").

WITNESSETH

WHEREAS, as provided by Article VII, Section 1(g) of the Constitution of the State of Florida, and Section 125.01, Florida Statutes, the County enjoys all governmental, corporate, and proprietary powers necessary to conduct municipal government, perform municipal functions, and render municipal services, and may exercise any power for municipal purposes, except as expressly prohibited by law; and

WHEREAS, the Authority was created and established by Part II, Chapter 343, Florida Statutes, for the purpose of governing and operating a public transportation system and public transportation facilities in Seminole, Orange, and Osceola Counties, and may exercise all powers necessary, appurtenant, convenient, or incidental to the carrying out of said purpose; and

WHEREAS, the Seminole County Board of County Commissioners (the "**County Commission**"), hereby finds and declares that increasing automobile congestion and continued population and employment growth in the County requires that the County and the Authority assist each other in the development, operation, and maintenance of a convenient, efficient, safe, and comfortable bus transit system; and

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

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

WHEREAS, the Authority provides mass transit services within the limits of the County and contributes to the support of the County's policies; and

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

WHEREAS, pursuant to Section 337.408, Florida Statutes, the County has the authority to regulate the installation of transit shelters within the right-of-way limits of any County road or non-limited-access state road within unincorporated Seminole County and Section 336.02 vests the County with the general superintendence and control of the county roads within the County; and

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

WHEREAS, the County finds that a need for customer amenities exists throughout the unincorporated area of Seminole County and that providing such amenities is in the best interest of the public; and

WHEREAS, the County lawfully possesses certain rights-of-way and desires to grant a license to the Authority for the specific purpose of entering into and onto the county rights-of-way for various purposes including public transit operations and providing customer amenities; and

WHEREAS, recognizing that Section 337.408(1), Florida Statutes, provides that "transit shelters, including advertising displayed on transit shelters, may be installed within the right-of-way limits of any municipal, county, or state road, except a limited access highway; provided that such transit shelters are for the comfort or convenience of the general public, or at designated stops on official bus routes", the County Commission hereby finds and declares that Transit Shelters, as defined by this Agreement, and as provided pursuant to this Agreement, are for the comfort and convenience of the general public, and further, that pursuant to this Agreement such Transit Shelters will be provided and maintained by the Authority only at locations at which the Authority provides bus transit service; and

WHEREAS, recognizing that Section 337.408(1), Florida Statutes, also requires that "written authorization be given to a qualified private supplier of such service by the municipal government within whose incorporated limits such transit shelters are installed", the County Commission hereby declares its intent that this Agreement shall constitute such "written authorization" for the purposes of Section 337.408(1), Florida Statutes, if the Authority elects to select a qualified private supplier to provide Transit Shelters in accordance with the terms and conditions of this Agreement; and

WHEREAS, the County Commission hereby finds and declares that a convenient, efficient, safe and comfortable bus transit system offers a practicable and sensible transportation alternative to private automobile travel within the jurisdictional boundaries of the County; and

WHEREAS, the County finds that the operation by the Authority of a coordinated, regional advertising program, in conjunction with a the Authority installed and operated bus shelter system, will provide increased benefits to both the Authority and the County and, therefore, contribute to the efficient and cost-effective operation of the transit system; and

WHEREAS, pursuant to Title XXVI, Florida Statutes, and other law of the State of Florida, the County enjoys certain governmental, corporate, and proprietary powers in relation to

certain public roadways and rights-of-way within the jurisdictional boundaries of the County, and the County desires to grant a license to the Authority under the terms and conditions of this Agreement, and Authority desires to accept said license under the terms and conditions of this Agreement, for the purpose of the Authority providing, or causing to have provided, Transit Shelters, as defined and described more fully hereinafter, within the jurisdictional boundaries of the County; and

WHEREAS, it is the purpose and intent of this Agreement to provide for the cost-efficient construction, installation, operation, and maintenance of Transit Shelters at certain transit stops operated by the Authority within unincorporated limits of the County or on County roadways so that the transit-going public is provided with a more comfortable and convenient transit experience; and

WHEREAS, the County Commission hereby finds and declares that this Agreement promotes a valid and important public purpose and is in the best interest of the public health, safety, and welfare of the citizens of the County of Orlando; and

NOW, THEREFORE, in consideration of the promises and covenants contained herein, and other good and valuable consideration, each to the other provided, the receipt and sufficiency of which is hereby acknowledged, the County and the Authority agree as follows:

1. **RECITALS**. The foregoing recitals are true and correct and are hereby incorporated into and made a part of this Agreement as if fully set forth hereinafter.

2. **DEFINITIONS**. For the purposes of this Agreement the following terms, phrases, words and their derivations shall have the meaning contained hereinafter, except where the context clearly requires otherwise.

2.1. "**Agreement**" means this Transit Shelter Interlocal Agreement by and between the County and the Authority, including all incorporated attachments and exhibits, as such attachments and exhibits may be amended from to time.

2.2. "**Authority**" means the Central Florida Regional Transportation Authority, d/b/a Lynx, a Florida body politic and corporate, duly created, organized, and existing under, and by virtue of, Part II, Chapter 343, Florida Statutes.

2.3. "**County**" means Seminole County, Florida, a charter county and political subdivision of the State of Florida.

2.4. **"LYNX Transit Shelters"** shall mean all the Transit Shelters excluding the Signal Transit Shelters.

2.5. **"Net Advertising Revenues"** shall mean (i) total revenues received for advertising on the Transit Shelters, less (ii) all expenses of the Authority in connection with the maintenance and repair of the Transit Shelters.

2.6. "**Qualified Private Supplier**" means any person or firm (or persons or firms) retained by the Authority to provide goods and services related to the construction,

installation, operation, and maintenance of Transit Shelters in the Shelter Area, including advertising, which may be permitted on any such Transit Shelters, all in accordance with this Agreement.

2.7. "**Right-of-Way**" includes the right-of-way for both County roads and non-limited access state roads located within the geographic boundaries of unincorporated Seminole County.

2.8. **"Shelter Area"** shall mean the area in which the Authority can construct Transit Shelters as set forth in **Exhibit "A"** attached hereto.

2.9. **"Signal"** shall mean Signal Outdoor Advertising LLC, a New York limited liability company.

2.10. **"Signal Contract"** shall mean that certain Bus Shelter Design, Installation and Maintenance Agreement dated March 13, 2003 between the County and Culver Amherst, LLC (now known as Signal), as amended or modified.

2.11. **"Signal Transit Shelters"** means those Transit Shelters which have been constructed by Signal as referenced in **Section 6** below.

2.12. **"Transit Shelter**" means a small, roofed structure, having from one (1) to three (3) walls, located near a street and designed primarily for the protection and comfort of bus transit passengers.

2.13. "**Transit Shelter Site**" means a specified location within or adjacent to Right-of-Way and designated by the County and the Authority for the location of a Transit Shelter.

3. **PROVISION OF TRANSIT SHELTERS**. During the term of this Agreement, and subject to the requirements of this Agreement and applicable laws, the Authority may itself, or through a Qualified Private Supplier(s), construct, install, operate, and maintain Transit Shelters within Right-of-Way, and provide for advertising on said Transit Shelters, in accordance with the provisions of this Agreement.

4. **PERMITS**. In conjunction with the rights granted to the Authority pursuant to this Agreement, and subject to all requirements of this Agreement and applicable laws, the County shall grant to the Authority the permits necessary to install, operate, and maintain Transit Shelters within Right-of-Way. The licenses shall be granted on a case-by-case basis for each Transit Shelter. No Transit Shelter may be installed, operated, or maintained within Right-of-Way unless and until permission to install a shelter is obtained from the County and the County provides any required permit(s) for the respective Transit Shelter to the Authority.

5. **INITIAL TERM OF THIS AGREEMENT AND SURVIVING CLAUSES**. The initial term of this Agreement shall be five (5) years from its effective date, unless terminated earlier pursuant to **Section 42** of this Agreement. It is the intent of the County and the Authority at the time of the original execution of this Agreement that the Transit Shelters installed in accordance with this Agreement should remain installed, operated, and maintained

within the Right-of-Way after the full-term conclusion of the initial term of this Agreement. However, both the County and the Authority recognize the need to provide terms and conditions for the continued operation, maintenance, and governance of Transit Shelters remaining within the Right-of-Way after the conclusion of the initial term of this Agreement. If this Agreement is not extended in whole or in relevant part, then, in that event, the County and the Authority shall then meet for the purposes of determining and agreeing upon the following prior to the expiration of this Agreement:

(a) The County will determine and advise the Authority which of the Transit Shelters the County requires the Authority to remove, and the timeframe within which they are to be removed, taking into account any advertising contracts applicable to those Transit Shelters, as provided in subparagraph (d) below.

(b) For those Transit Shelters to be removed, the parties will also agree upon the removal cost (the "**Removal Cost**") and the remaining aggregate un-depreciated value of said LYNX Transit Shelters to be removed (which total amounts will be referred to as the "**Reimbursable Amount**").

(c) The County and Authority will further discuss how the non-extension of this Agreement will affect the maintenance of the Transit Shelters as set forth and contemplated in **Section 12** above.

(d) The County and Authority will further discuss and review the remaining contracts for advertising on the Transit Shelters. For those Transit Shelters scheduled to be removed as set forth in subparagraph (a) above, the Authority may, if required under said advertising contracts, remove those Transit Shelters only after the expiration of the applicable advertising contract.

The County and the Authority will then further specify the scheduled timeframe during which the Authority will continue to utilize advertising on all the Transit Shelters so as to recover the Reimbursable Amount, taking into account the then existing advertising contracts, their term, etc.

Thereafter, subject to the obligation of the Authority to remove the Transit Shelters in subparagraph (a) above, the Authority will continue to own and operate the remaining Transit Shelters on the following terms:

(e) The Authority may continue to utilize and/or place advertising on any remaining Transit Shelters until such time as the Net Advertising Revenues received by the Authority from said advertising are adequate so as to equal and reimburse the Authority for the Reimbursable Amount. Subject to clause (f) below, when the Authority has recovered the Reimbursable Amount, there shall be no further advertising on any of the remaining Transit Shelters.

(f) Notwithstanding clause (e) above, the Authority may continue to allow advertising on the remaining Transit Shelters pursuant to the terms of any applicable advertising agreement but in no event longer than twelve (12) months from the date of non-renewal. Any continuing Net Advertising Revenue received from said advertising

will be considered in the time period for the Authority to recover the Reimbursable Amount.

(g) In connection with advertising revenues that the Authority will receive during this period, the Authority will continue to be able to pay expenses associated with advertising such as commissions, etc. and it will only be the Net Advertising Revenues that will be used towards the Reimbursable Amount.

For the purpose of this Agreement, the remaining un-depreciated value of each Transit Shelter shall be calculated on a straight line depreciation basis, over a period of ten (10) years from the date of its initial installation within the jurisdictional boundaries of the County. The Authority will keep records indicating the initial installation date of each Transit Shelter installed pursuant to this Agreement. All Transit Shelters installed pursuant to this Agreement after the fifth (5th) year of the original term of this Agreement shall not be installed unless specifically approved in writing by the County's Director of Public Works Department, or the Director's designee, and such approval stating in writing that the Director is aware and understands that for the purpose of this part of this Agreement, the respective Transit Shelter is being installed after the fifth (5th) year of this Agreement and that such installation date will result in the respective Transit Shelter not being fully depreciated in value until at least five (5) years after the originally anticipated termination date of this Agreement. For the purpose of this section, removal of Transit Shelters means that all improvements installed as part of each Transit Shelter, including without limitation, associated fixtures such as bicycle racks, solid waste receptacles, the concrete pad, and all electrical infrastructure, shall be completely removed and the site returned to a condition reasonably like its condition before the installation of the Transit Shelter. Any cost or expense associated with removal may be charged against revenue as an operating expense and, further, the Authority may establish a reserve from time to time for such removal. **Sections 8, 9.1, 9.2, 9.3, 22, 23, 24, 25**, and **32** of this Agreement shall survive the conclusion of the initial term of this Agreement or the termination of this Agreement pursuant to **Section 42** hereinafter.

6. **EXCLUSIVITY**. Subject to the rights of Signal, as hereinafter set forth, the rights granted to the Authority by this Agreement are exclusive, and therefore during the term of this Agreement, the County shall not grant to any other person, firm, or government agency, the right to construct, install, operate, or maintain Transit Shelters with or without advertising within the Shelter Area. In regard to Signal, the County hereby states to and represents to the Authority as follows:

6.1. The existing contract that the County has with Signal (i.e., the Signal Contract) regarding the installation of transit shelters by Signal (i.e., Signal Transit Shelters) will expire on September 30, 2013 (the "**Signal Contract Expiration Date**").

6.2. Notwithstanding that the Signal Contract will not expire until September 30, 2013, the County has obtained approval from Signal that its rights under its Signal Contract are now "non-exclusive", and thus the Authority shall have the right to install Transit Shelters (i.e., the LYNX Transit Shelters) in the Shelter Area.

6.3. Until September 30, 2013, the Authority's only obligations with respect to maintenance of the Transit Shelters will be for those LYNX Transit Shelters which are installed

by the Authority. After September 30, 2013, the Authority will take over, maintain, and own any Signal Transit Shelters installed by Signal and, in that regard, will be entitled to any and all advertising revenues arising from said Signal Transit Shelters.

7. **QUALIFIED PRIVATE SUPPLIER**. The Authority may select a Qualified Private Supplier or Qualified Private Suppliers to perform work, or any portion thereof, related to the construction, installation, operation, and maintenance of Transit Shelters as well as the placement of advertising on said Transit Shelters, all as described by this Agreement. The Authority shall be fully responsible for the selection of the Qualified Private Supplier or Qualified Private Suppliers, if any. The method by which the Authority seeks proposals from interested parties and selects a Qualified Private Supplier or Qualified Private Suppliers, if any, shall be at the sole and absolute direction and responsibility of the Authority. Nothing in this Agreement shall be interpreted to require that the Authority select a Qualified Private Supplier or Qualified Private Suppliers. If the Authority selects a Qualified Private Supplier or Qualified Private Suppliers, the Authority understands and accepts that the County may terminate this Agreement pursuant to **Section 42** of this Agreement if the Qualified Private Supplier or any one of the Qualified Private Suppliers fails to perform any of their respective work in accordance with the terms and conditions of this Agreement, but only if the Authority fails to cure such failure within the applicable cure period. The County understands and accepts that it is the intent of the Authority at the time that this Agreement is originally executed for the Authority to select a Qualified Private Supplier or Qualified Private Suppliers through a Request for Proposals or similar process. The County also understands and accepts that if the Authority is unable to obtain and contract with, in the opinion of the Authority, such a suitable Qualified Private Supplier or Qualified Private Suppliers, then the Authority may, in its discretion, terminate this Agreement.

8. **RELATIONSHIP TO EXISTING TRANSIT SHELTER ARRANGEMENTS**. The County represents, and the Authority acknowledges and fully understands that the County is currently party to other agreements and arrangements related to the construction, installation, operation, or maintenance of Transit Shelters as set forth in paragraph 6 above. Nothing in this Agreement shall be construed to impugn the integrity of the Signal Contract. It is the understanding of the Authority that it is the desire of the County to have the Authority assume ownership and maintenance of the existing Signal Transit Shelters within the Shelter Area from and after the Signal Contract Expiration Date, as provided in paragraph 6 above.

9. **TRANSIT SHELTER SITES**. The County has sole discretion to approve or disapprove of any particular location for each Transit Shelter, including which sites are available for Transit Shelters with signs. The County does not guarantee that any specific site will be approved for a Transit Shelter or a Transit Shelter with signs. The County will cooperate with the Authority to identify and approve sites appropriate for Transit Shelters, but without limiting its ultimate right to approve or disapprove of any particular Transit Shelter Site the County may provide a conceptually approved list of proposed Transit Shelter Sites from time to time in order to assist the Authority in its Transit Shelter deployment planning.

9.1. **Removal or Relocation of Transit Shelters**. On and after the effective date of this Agreement, the County retains the full and unconditional right to require the

Authority to remove or relocate any Transit Shelter because of private development, public works projects, public convenience or safety, improved accessibility, changes to fixed route bus transit services provided by the Authority, or failure to construct, install, operate, or maintain the Transit Shelter in accordance with this Agreement. In the event that a Transit Shelter is removed pursuant to this part, the County shall endeavor to identify a suitable alternative location. The Authority may request permission from the County to remove or relocate a Transit Shelter which approval by the County shall not unreasonably withheld.

9.2. **Removal or Relocation Costs**. The full cost and expense of removal or relocation of Transit Shelters made at the request of the County or of the Authority may be charged against revenue as an operating expense or paid out of any appropriate reserves at the time.

9.3. **Time for Removals or Relocations**. All removals and relocations of Transit Shelters requested by or approved by the County shall be completed within 15 days of written request or approval by the County, unless otherwise authorized by the County.

9.4. **Submittals**. For each Transit Shelter Site proposed by the Authority, the Authority shall submit to the County a site plan, including legal description, construction drawings consistent with the Florida Building Code, and any and all other materials required by the Seminole County Code or otherwise reasonably necessary for the County to adequately review and respond to the Authority's proposal.

9.5. **Acquisition of Property Rights**. The Authority is responsible for obtaining all necessary property rights, including right-of-way (including without limitation Right-of-Way) permits or easements, from any relevant property owner, including other government authorities. The County is not responsible for acquiring any property interest or interests whatsoever in order to accommodate the placement of any Transit Shelter.

10. **TRANSIT SHELTERS WITH ADVERTISING**. For the term of this Agreement, and subject to the terms and conditions of this Agreement and all applicable law, Transit Shelters provided pursuant to this Agreement may include advertising consisting of one sign panel with a maximum of two sign faces for which the Authority and/or Qualified Private Supplier may charge advertising fees to third parties. Transit Shelters with such an advertising sign(s) shall comply with all provisions of Seminole County Code, and all other relevant parts of the Seminole County Code, as they may be amended from time to time. In addition, the Authority may also elect to allow advertising on a maximum of two sides of solar- powered compactors being installed at the bus stop locations as long as such advertising complies with Seminole County Code. The Authority shall notify the County of the locations of solar-powered compactors prior to placing the compactors. For existing shelter that have been installed by the Authority within the County, retrofitted advertising panels meeting the same description as above are allowed. All advertising revenue shall be paid to and remain the property of the Authority. These will be provided as budget and concurrence for the Federal Transit Administration allow.

10.1. **One Sign per Transit Shelter**. Not more than one sign shall be permitted on any Transit Shelter, however, the sign may exhibit two faces that are equal in size and

contained within a single enclosure. The Authority and/or Qualified Private Supplier may solicit third parties including private companies to place advertising on said signs and to charge a fee for said advertising, on such terms and conditions as the Authority and/or Qualified Private Supplier may determine.

10.2. **Copy Approved by the Authority.** All sign copy shall be subject to relevant policies and procedures of the Authority.

10.3. **Public Information Display.** Transit Shelters and solar-powered compactors may include a panel for the display of transit service information such as maps, schedules, fare information, and service bulletins. The Authority shall use its best efforts to keep such information up-to-date and relevant to its transit objectives. At the request of the County, the display shall also include a separate and distinct panel designed for and set aside for the sole use of the County. The County may, but is not required to, provide copy for the County panel. If the County provides copy for the County panel, the Authority shall install the copy at designated Transit Shelters within five days of receipt of the copy. The precise dimensions and design of the display panels (including without limitation the manner and location of the panel's configuration on and connection to the Transit Shelter) shall be subject to review and approval by the County.

10.4. **Complaint Contact Details**. All Transit Shelters shall display the Transit Shelter's identification number and shall also display a toll-free telephone number and email address for the purpose of reporting maintenance and cleanliness issues as described in **Section 14**.

10.5. **Unsold Space**. If the Authority offers, or causes to have offered by a Qualified Private Supplier, space within the Transit Shelter sign panels for the purpose of displaying advertising materials, the County has the first option to use, for a minimum of 14 days from the date of exercising such option, any such space, at no charge or expense to the County and for any public purpose, that has not been leased by or on behalf of the Authority. The County will, at its cost, be responsible for providing all copy ready for installation by the Authority. The Authority shall complete installation within 48 hours of receipt of such copy. The Authority and Qualified Private Supplier may agree that the Authority may also use unsold space, but only on the condition that the County has first been offered the opportunity to exercise its option to the unsold space and declines. Any costs incurred by the Authority or Qualified Private Supplier hereunder may be charged against revenue as an operating expense.

11. **TRANSIT SHELTER DESIGN**. All Transit Shelters constructed, installed, operated, and maintained pursuant to this Agreement shall conform to the design requirements of this part and shall conform to the final approved Transit Shelter design as approved by the County. No Transit Shelter may be submitted to the County for permitting and licensing prior to the County having reviewed and approved in writing a final Transit Shelter design. Recognizing that transit designs may change from time to time, the Authority and the County will from time to time meet to discuss altering or updating any such designs, but the parties understand that the designs as initially selected by the County will generally remain for a period of at least five (5) years, at which time the County and the Authority shall meet to discuss the possibility of approving a new Transit Shelter design. The County represents, and the Authority acknowledges

and fully understands, that the County will insist on a design for Transit Shelters in the County, which, without limitation, will include high-quality, sustainable materials, an interesting and recognizable architectural design, and the ability to withstand at least 15 years of service with routine maintenance. At a minimum Transit Shelters shall be consistent with the following criteria:

11.1. Transit Shelters will provide sufficient protection from the elements for the average peak load of persons waiting at the bus stop.

11.2. Transit Shelters will provide adequate ventilation and protection from the local climate.

11.3. Transit Shelters will be constructed or treated with material that is designed to resist dirt, grime, vandalism, graffiti, and other markings and soiling.

11.4. Transit Shelters will provide seating within the enclosed portion of the structure, but such seating shall be designed and maintained in order to discourage persons from lying horizontally on the seating.

11.5. As described in **Section 10.1** hereinabove, not more than one sign shall be permitted on any Transit Shelter, however, the sign may exhibit two faces that are equal in size and contained within a single enclosure. The sign enclosure may act as a wind screen on one (1) side of the Transit Shelter. Double-sided sign enclosures shall be designed and constructed so that each individual advertising panel lies flat, back-to-back to each other (i.e., not forming a "V-shape"), with each panel lying at a roughly 90-degree angle to the immediately adjacent right-of-way. Sign enclosures may not obstruct the view of persons waiting for an oncoming bus.

11.6. Transit Shelters will conform to all requirements of the Florida Building Code, as may be amended from time to time.

11.7. Transit Shelters will be adequately grounded and will provide lightning protection for persons within the enclosed portion of the Transit Shelter.

11.8. Transit Shelters will be lit, at no expense to the County. Transit Shelters will be illuminated at a minimum from dusk to midnight, and from 5:00 a.m. to dawn. The minimum level of lighting at ground level within the enclosed portion of each Transit Shelter shall be 1.5 to 2.0 foot-candles average, but the County retains the right to require adjustments to minimum and maximum lighting levels. Sign panel enclosures may be lit, but the intensity and other characteristics of which (including without limitation, possible limitations on the hours of operation) are fully subject to review and approval by the County. The Authority shall exercise its best efforts to provide necessary electrical supplies from renewable energy sources. Transit Shelters may not be illuminated in a manner that creates a hazard to passing vehicle operators, and may not be illuminated in a manner that unreasonably disturbs a nearby residential use.

11.9. Transit Shelters will include, at a minimum, one (1) solid waste receptacle. The design and specifications of receptacles shall be subject to the review and approval of the County.

11.10. Transit Shelters design and Transit Shelter Site location, design, construction and maintenance shall comply with current American with Disabilities Act and Florida Administrative Code. The Authority and the County, specifically the County Engineer, shall coordinate and cooperate to maximize ADA accessibility and minimize retrofitting in a cost-efficient manner to meet ADA standards.

11.11. Transit Shelters will have see-through visibility on at least three (3) sides.

11.12. Transit Shelters will comply with all applicable laws affecting access by persons with disabilities, including without limitation, the Americans with Disabilities Act.

11.13. Transit Shelters and associated fixtures such as bicycle racks and solid waste receptacles will be designed and maintained to discourage birds and other animals from using them for habitat or cover.

12. **MAINTENANCE STANDARDS**. Transit Shelters, by their nature, are highly visible to the public and will impact the public's perception of the County's cleanliness and attractiveness. The County hereby represents, and the Authority acknowledges and fully understands that the County will insist on strict compliance with the maintenance standards provided by this Agreement. The County expects that all Transit Shelters, and the grounds around them, will be kept in a clean and orderly condition. For the term of this Agreement, and subject to the terms and conditions of this Agreement and all applicable law, Transit Shelters provided pursuant to this Agreement shall be maintained by the Authority strictly in accordance with the following minimum standards:

12.1. Each solid waste receptacle associated with a Transit Shelter will be emptied not less than twice weekly, and, if necessary, also cleaned of any dirt, grime, vandalism, graffiti, and other markings and soiling. If twice weekly is insufficient to maintain the Transit Shelter in a clean and orderly condition, a more frequent schedule shall be implemented until the standard is met and maintained. In the event that a solar compactor is installed, the compactor will be monitored remotely and emptied as needed in accordance with the monitoring.

12.2. Each Transit Shelter, including its concrete pad and any associated fixtures such as bicycle racks and solid waste receptacles, will be pressured washed at least quarterly. Dirt, grime, vandalism (including without limitation, stickers, adhesives, handbills, posters, and other non-permitted signs), graffiti, and other markings and soiling shall be removed.

12.3. All grounds situated within Right-of-Way and within a fifteen foot (15') radius of each Transit Shelter (except for area within a roadway and its associated curb and gutter section, if any, and further excluding any private property) shall be cleaned, including without limitation, raking and disposal of cigarette butts, litter, and other debris, not less than weekly. Abandoned shopping carts and other large abandoned items located within said fifteen foot (15') area shall be removed and discarded in accordance with law, not less than weekly. The foregoing shall not apply to any private property nor shall it require going beyond any barrier such as a wall. For purposes of this Agreement, references to a radius around a Transit Shelter means as measured from the exterior wall, overhang, or foundation, on each side of the Transit

Shelter, whichever point is horizontally furthest from the centerpoint of the Transit Shelter. If once weekly is insufficient to maintain the Transit Shelter Site in a clean and orderly condition, a more frequent schedule shall be implemented until the standard is met and maintained.

12.4. All vegetation situated within Right-of-Way and within a fifteen foot (15') radius of each Transit Shelter shall be trimmed and maintained in manner that is both attractive and safe. Turf grass within Right-of-Way and within a fifteen foot (15') radius of each Transit Shelter shall be maintained at a height of not more than four inches, and sidewalks and foundations shall be edged and swept clean of debris. The foregoing shall not apply to any private property nor shall it require going beyond any barrier such as a wall.

12.5. Structural damage, broken glass, graffiti, and broken lights associated with a Transit Shelter shall be repaired within 48 hours of receiving notice of such condition.

12.6. Wasp nests, spider webs, ant colonies, and other pests and pest habitats shall be exterminated and removed during weekly cleanings, or within 48 hours of receiving notice of such condition.

12.7. Seriously damaged or destroyed Transit Shelters, including without limitation, associated fixtures such as bicycle racks and solid waste receptacles, shall be removed within 24 hours of receiving notice of such condition. Nothing in this Agreement shall be construed or interpreted to prevent the County from immediately removing or securing a Transit Shelter, including without limitation, associated fixtures such as bicycle racks and solid waste receptacles, if such is deemed to pose a serious danger to public safety. If the County removes or secures a Transit Shelter, including without limitation, associated fixtures such as bicycle racks and solid waste receptacles, the Authority shall reimburse the County for its costs and expenses associated with the removal or securing.

Any and all expenses associated with the foregoing maintenance may be charged against revenue as an operating expense.

In the event the County and the Authority do not extend the term of this Agreement, or an extension is on terms that would not provide to the Authority the continuing ability to receive advertising revenue in connection with the Transit Shelters as otherwise contemplated by this Agreement, then, in that event, the provisions of this **Section 12** will no longer be applicable and, thereafter, unless otherwise agreed between the County and the Authority, the Authority would maintain the Transit Shelters on the same basis as the Authority maintains its other transit shelters, from time to time.

13. **MAINTENANCE INSPECTIONS**. The Authority shall inspect each Transit Shelter not less than once per week. The Authority shall make more frequent inspections if conditions warrant. Maintenance inspections may occur in the course of weekly cleanings as required by Section 12.

14. **NO DAMAGE TO COUNTY PROPERTY**. The Authority may not damage County property. If in the course of its activities under this Agreement the Authority damages any property belonging to the County, the Authority shall compensate the County for the full

extent of the County's losses resulting from the damage. At the County's option, the County may require the Authority to repair any such damage.

15. **USE OF TRANSIT SHELTERS**. The Authority may not use Transit Shelters provided pursuant to this Agreement for any purpose other than those expressly provided in this Agreement. The Authority shall not install, operate, or maintain any Transit Shelter except at locations at which the Authority provides bus transit service.

16. **NUISANCES**. The Authority shall conduct its activities under this Agreement in a manner that does not constitute waste, nuisance, or unreasonable annoyance (including, without limitation, emission of objectionable odor, noise, or light) to the County, or to the public.

17. **ANNUAL STATUS REPORT**. For the term of this Agreement, the Authority shall submit to the County an annual status report evidencing and certifying compliance with each of the terms and conditions of this Agreement, and shall include a financial report of all revenues derived by the Authority from the rights and privileges contained herein. Each annual status report shall be delivered no later than ninety (90) days after the end of the Authority's fiscal year. Each annual report shall be in a form reasonably acceptable to the County.

18. **COMPLIANCE WITH FEDERAL LAW**. In accordance with Section 337.408, Florida Statutes, as amended from time, no transit shelter, or waste disposal receptacle, or advertising thereon, shall be erected or so placed on the right-of-way of any road which conflicts with the requirements of federal law, regulations, or safety standards, thereby causing the state or any political subdivision the loss of federal funds. The purpose of this part is to provide a contractual right of action between the parties hereto for the enforcement of Section 337.408, Florida Statutes, as amended from time to time.

19. **INDEMNIFICATION BY THIRD PARTIES**. On and after the effective date of this Agreement, the County and the Authority shall require all third party vendors providing any goods or services related in any way to the construction, installation, operation, or maintenance of Transit Shelters pursuant to this Agreement (including without limitation a Qualified Private Supplier, if any), if any, to defend, indemnify, and hold harmless both the County and the Authority, and (for those Transit Shelters located within the right-of-way limits of any road on the State Highway System) the Florida Department of Transportation, and each of their respective officers, directors, agents, and employees, whether elected, appointed, or otherwise (collectively referred to as the "Indemnitees" and individually as the "Indemnitee" for the purposes of this section only) from and against any and all liabilities, losses, damages, costs, expenses, claims, obligations, penalties, and causes of action (including without limitation, reasonable fees and expenses for attorneys, paralegals, expert witnesses, and other consultants, at their respective prevailing market rates for such services) whether based upon negligence, strict liability, absolute liability, product liability, misrepresentation, contract, implied or express warranty, or any other principle or theory of law or equity, that are imposed upon, incurred by, or asserted against an Indemnitee or the Indemnitees or which an Indemnitee or the Indemnitees may suffer or be required to pay and which arise out of or relate in any manner from the respective third party's performance of any work (or failure to perform any obligation or duty associated with such work) associated with the construction, installation, operation, or maintenance of Transit Shelters as anticipated by this Agreement, and which is caused in whole

or in part by the respective third party, or any of its agents, employees, officers, directors, contractors, subcontractors, affiliates, or anyone directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable. Nothing contained in this paragraph shall constitute or be construed to mean or result in any indemnification of any matter by the County or the Authority to any other party, nor shall it constitute a waiver by the County or the Authority of its privileges under the principle of sovereign immunity.

20. **THIRD PARTY INSURANCE**. On and after the effective date of this Agreement, the County and the Authority shall require all third party vendors providing any goods or services related in any way to the construction, installation, operation, or maintenance of Transit Shelters pursuant to this Agreement (including without limitation a Qualified Private Supplier, if any), if any, to provide and maintain insurance in accordance with the insurance coverage policies of the County and the Authority for such third party goods and services providers. The respective policy or policies must name the County and the Authority as an additional insured. Nothing contained herein shall require the County or the Authority to itself obtain any insurance.

21. **NO PERSONAL LIABILITY**. No provision of this Agreement is intended, nor shall any be construed, as a covenant, promise, or obligation of any official, officer, director, agent, or employee, whether elected, appointed, or otherwise, of the County or the Authority in their respective individual or private capability and neither shall any such persons or entities be subject to personal or private liability by reason of any covenant, promise, or obligation of the County or the Authority hereunder.

22. **DELIVERY OF NOTICES**. Any notice, demand, or other communication which any party may desire or may be required to give to any other party shall be in writing delivered by any one or more of the following methods, (i) hand delivery, (ii) a nationally recognized overnight courier, (iii) telecopy or facsimile, or (iv) United States Postal Service mail, first class, postage prepaid, or by United States Postal Service certified or registered mail with return receipt requested, to the following addresses, or to such other address as the party to receive such communication may have designated to all other parties by notice in accordance herewith:

If to the County: Seminole County
1101 East First Street
Sanford, Florida 3277
Attention: County Manager
Telephone: (407) 665-7211
Facsimile: (407) 665-7958

If to the Authority: Chief Executive Officer
LYNX
455 N. Garland Ave.
Orlando, Florida 32801
Telephone: (407) 841-2279
Facsimile: (407) 246-6320

Any such notice, demand, or communication shall be deemed delivered and effective upon the earlier to occur of actual delivery or, if delivered by telecopy or facsimile, the same day as confirmed by telecopy or facsimile transmission.

23. **ASSIGNMENT**. The Authority may not assign this Agreement, or any portion thereof, without the prior, written consent of the County, except that the Authority may contract with a Qualified Private Supplier as provided in **Section 7** hereinabove.

24. **THIRD PARTIES**. Except as explicitly provided for herein, there shall be no third party beneficiaries with respect to this Agreement, and no right, nor any cause of action, shall accrue to or for the benefit of any third party.

25. **COMPLIANCE**. Except as explicitly provided for herein, any provision that permits or requires a party to take action shall be deemed to permit or require, as the case may be, the party to cause the action to be taken.

26. **REMEDIES**. Nothing in this Agreement shall be construed to limit either party's remedies in equity or law.

27. **GOVERNING LAW AND VENUE**. This Agreement shall be governed by and in accordance with the laws of the State of Florida. Any action or proceeding relating to the validity, performance, and enforcement of this Agreement, whether in law or equity, shall be brought and heard in Seminole County, Florida. The County and the Authority hereby submit to the jurisdiction of the courts within Seminole County, Florida, whether federal or state, for the purposes of any suit, action, or other proceeding, arising out of or relating to this Agreement, and hereby agree not to assert by way of motion as a defense or otherwise that such action is brought in an inconvenient forum or that the venue of such action is improper.

28. **INTERPRETATION**. In the event any provision of this Agreement is capable of more than one reasonable interpretation, one which render the provision invalid and one that would render the provision valid, the provision shall be interpreted so as to render it valid.

29. **TIME IS OF THE ESSENCE**. All times, wherever specified or anticipated herein for the performance of some obligation hereunder, are of the essence of this Agreement, except that where either party's performance is made impracticable without its fault by the occurrence of force majeure the non-occurrence of which was a basic assumption on which this Agreement is made, its duty to render such performance is discharged until such time that reasonable effort and prudence would make such performance practicable. For the purpose of this part, force majeure means any act of God, act of people, or other event that can be neither anticipated nor controlled, including without limitation, hurricanes, tornadoes, tropical storms, tropical depressions, earthquakes, floods, lightning, severe water damage, severe weather events, chemical, biological, or nuclear catastrophes, meteorological events or impacts, significant accidents to or failure of essential equipment or machinery, fire, riot, labor controversy, civil unrest, civil commotion, terrorist activity or attack, acts of war, acts of an enemy, or other major upheaval, the effects of which could not have been prevented or avoided by the exercise of due care and foresight.

30. **FURTHER ASSURANCES**. The County and the Authority shall cooperate and work together in good faith to the extent reasonably necessary to accomplish the mutual intent of the parties as expressed and anticipated herein.

31. **ENTIRE AGREEMENT**. This Agreement, and all the documents and agreements described or referred to herein, including without limitation the exhibits hereto, constitute the entire, full, and complete agreement between the County and the Authority, with respect to the subject matte hereof, and supersedes and controls in its entirety over any and all prior agreements, understandings, representations, and statements, whether written or oral by either of the parties hereto.

32. **CAPTIONS, HEADINGS, AND TABLE OF CONTENTS**. The captions, headings, and the table of contents of this Agreement are for convenience of reference only and in no way define, limit, or otherwise describe the scope or intent of this Agreement nor shall in any way affect this Agreement or the interpretation or construction thereof.

33. **EXHIBITS**. Each and every exhibit referred to herein and attached hereto is an essential part of this Agreement and is hereby incorporated into this Agreement.

34. **NO JOINT VENTURE OR AGENCY**. Nothing contained in this Agreement or any other document executed in connection herewith is intended or shall be construed to establish the Authority as a joint adventurer or partner of the County. The Authority represents and warrants that it cannot create any obligation or responsibility on behalf of the County, nor bind the County in any manner. Each party hereto is acting on its own behalf, and has made its own independent decision to enter into this Agreement, and have likewise determined that the same is appropriate, proper, and in its own self-interest based upon its own judgment and the advice from such advisers as it may deem necessary and proper. Additionally, the County and the Authority, along with their respective agents, contractors, and subcontractors, shall perform all activities that are required and anticipated by this Agreement as independent entities and not as agents of the other party hereto.

35. **GOVERNMENTAL AUTHORITIES**. Notwithstanding any other provisions of this Agreement, any required permitting, licensing or other regulatory approvals by governmental authorities shall be subject to and undertaken in accordance with the established and lawful procedures and requirements of such authority, as may be applicable, with respect to similar projects or undertakings and in no event shall a governmental authority by virtue of any provision of this Agreement be obligated to take any actions or inactions concerning regulatory approvals except through its normal and established processes.

36. **SEVERABILITY**. If any sentence, phrase, paragraph, provision, portion, or part of this Agreement is for any reason held illegal or invalid by a court of competent jurisdiction, and which part shall not appear to have been a controlling or material inducement to the making hereof, such part shall be deemed of no effect and shall be deemed stricken from this Agreement without affecting the full force and binding affect of the remainder, but only to the extent that the remainder does not become unreasonable, absurd, or otherwise contrary to the purpose and intent of this Agreement.

37. **DEFAULT NOTICE**. The County and the Authority will immediately notify each other in the event of any known, discovered, or anticipated default hereunder.

38. **NON-ACTION OR FAILURE TO OBSERVE PROVISIONS**. The failure of either the County or the Authority to promptly insist upon strict performance of any term, covenant, condition, or provision of this Agreement, or any other agreement, understanding, license, or arrangement contemplated hereby, shall not be deemed a waiver of any right or remedy that either the County or the Authority may have, and shall not be deemed a waiver of a subsequent default or nonperformance of such term, covenant, condition, or provision.

39. **OWNERSHIP OF TRANSIT SHELTERS**. The Authority and the County are aware and understand that one of the principal purposes of this Agreement is to provide for Transit Shelters to assist the transit-going public with a more comfortable and convenient transit experience. Therefore, the County is aware and understands that the Authority will provide in any contract with any Qualified Private Supplier, or Qualified Private Suppliers, that full right, title, and ownership of each Transit Shelter provided pursuant to this Agreement shall vest with the Authority upon the expiration or termination of any such contract with the Qualified Private Supplier or this Agreement.

40. **MODIFICATION**. Modification of this Agreement may only be made by written agreement of the parties hereto.

41. **EFFECTIVE DATE**. This Agreement shall become effective on the date when the last of the parties below execute the Agreement.

42. **TERMINATION OF AGREEMENT.**

42.1. **For Cause by the County**. In the event that the Authority fails to timely fulfill any material obligation established hereunder, or violates any material covenant, term, or condition of this Agreement, the County shall give Authority written notice of such breach, failure, or violation. If such breach, failure, or violation is not cured to the reasonable satisfaction of the County within thirty (30) days from the date of the notice, the County may terminate this Agreement effective upon such additional notice to such effect or upon such other date as specified in such notice.

42.2. **For Convenience by the County**. The County has the option, in its sole discretion, to terminate this Agreement, at any time during the term hereof, for convenience and without cause. The County may exercise this option by giving the Authority a written notice of termination specifying the date that termination will become effective, such date being not less than 120 days from the date of the notice of termination.

42.3. **For Convenience by the Authority**. The Authority has the option, in its sole discretion, to terminate this Agreement, at any time during the term hereof, for convenience and without cause. The Authority may exercise this option by giving the County a written notice of termination specifying the date that termination will become effective, such date being not less than 120 days from the date of the notice of te**rmination.**

43. **AUTHORITY TO EXECUTE AND COMPLY**. The County and the Authority each represent and warrant that their respective signatories hereunder have been duly and lawfully authorized by the appropriate body or official(s) to execute this Agreement. Additionally, the County and the Authority each represent and warrant that they have respectively complied with all applicable requirements and preconditions of law necessary to enter into and be bound by this Agreement, and that they have full power and authority to comply with the terms and provisions of this Agreement.

44. **BINDING NATURE OF THIS AGREEMENT**. This Agreement shall be binding upon and shall inure only to the benefit of the parties hereto.

45. **COMPUTATION OF TIME**. In computing any period of time prescribed or allowed under this Agreement, the day of the act, event, or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included unless it is a Saturday, Sunday, or legal holiday, in which case the period shall run until the end of the next day which is neither a Saturday, Sunday, or legal holiday. When the period of time prescribed or allowed is less than seven (7) days, intermediate Saturdays, Sundays, and legal holidays shall be excluded in the computation.

46. **AGREEMENT NOT APPLICABLE TO BENCHES**. This Agreement is only applicable to Transit Shelters and nothing contained herein shall impose any duties or obligations on the Authority regarding any bus shelters. Further, unless agreed by the Authority in writing, the County will not permit or allow any bus shelters to be physically located within _____ feet of any Authority Transit Shelter.

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

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

****[Remainder of this page intentionally left blank. Signature pages to follow.]****

SIGNATURE PAGE BY COUNTY

SEMINOLE COUNTY, FLORIDA,
By: Board of County Commissioners

By: _____
Brenda Carey
Seminole County Chairwoman

Date: _____

ATTEST:
As Clerk to the Board of County Commissioners

By: _____
Deputy Clerk

SIGNATURE PAGE BY AUTHORITY

FOR THE CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY, a Florida statutory agency:

By: _____
John Lewis, Chief Executive Officer

ATTEST, BY THE CLERK OF THE GOVERNING BOARD OF THE CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY:

_____
Clerk

APPROVED AS TO FORM AND LEGALITY FOR THE USE AND RELIANCE OF THE CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY:

By: _____
Akerman Senterfitt, its General Counsel

Exhibit "A"

DESCRIPTION OF SHELTER AREA

The unincorporated portion of Seminole County, Florida.

Consent Agenda Item #6.E. xi

To: **LYNX Board of Directors**

From: **Donna Tefertiller**
DIRECTOR OF HUMAN RESOURCES
Brian Anderson
(Technical Contact)

Presented By: Stephen Berry Mgr of of OD and Training

Phone: **407.841.2279 ext: 6119**

Item Name: **Miscellaneous**
Authorization to Adopt Resolution No. 13-006 to Appoint Donna Tefertiller, Director of Human Resources, Blanche Sherman, Director of Finance as Trustees to the LYNX' Chief Executive Officer Retirement Plan, LYNX' Money Purchase and 457 Deferred Compensation Plans

Date: **7/25/2013**

ACTION REQUESTED:

Staff is seeking the Board of Directors' authorizing to adopt Board Resolution 13-006 the appointment of Donna Tefertiller, Director of Human Resources and Blanche Sherman, Director of Finance as Trustees for the 457 Deferred Compensation and Money Purchase Plans and the Chief Executive Officer (CEO) Plan. Ms. Tefertiller and Ms. Sherman will replace Mr. Edward Johnson, General Manager and Mr. Starlin Rolle, Supervisor of Financial Reporting on the Administrative Committee for the Plans.

BACKGROUND:

The Board of Directors adopted the LYNX CEO Retirement Plan in January 2011, the MPP and 457 Plans on September 23, 2010 and as such, LYNX must appoint Trustee(s) to serve the Plan. The Trustees are responsible for a variety of issues. The main duties are to monitor the investments and Plans' performance. The Trustees also ensure the Plans compliance with all applicable laws and regulations and to select and monitor the Plans' investment manager and administrator. The new Trustee appointments of Ms Sherman and Ms. Tefertiller would be replacing Edward Johnson and Starlin Rolle on the Plans.

FISCAL IMPACT:

There is no fiscal impact to the Agency for these appointments.

CFRTA RESOLUTION 13-006

A RESOLUTION APPROVING THE REMOVAL OF EDWARD JOHNSON AND STARLIN ROLLE AS TRUSTEES AND APPOINTING DONNA DEFERTILLER, DIRECTOR OF HUMAN RESOURCES AND BLANCHE SHERMAN, DIRECTOR OF FINANCE AS TRUSTEES FOR THE CHIEF EXECUTIVE OFFICER (CEO) RETIREMENT PLAN, LYNX' MONEY PURCHASE PLAN AND 457 DEFERRED COMPENSATION PLANS

WHEREAS, the Central Florida Regional Transportation Authority (the "Employer") heretofore established the CEO Retirement Plan effective as of December 1, 2010 and on September 23, 2010 established the Money Purchase Plan and 457 Deferred Compensation Plans. The Plans are known as the Chief Executive Officer (CEO) Retirement Plan (the "Plan"). Money Purchase Plan (MPP) and 457 Deferred Compensation Plan; and **WHEREAS**, the Employer wishes to remove Edward Johnson, General Manager and Starlin Roller, Supervisor of Financial Reporting as Trustees of the Plans, effective as of July 25, 2013.

NOW, THEREFORE, IT IS RESOLVED, by the Board of Directors that the Employer is authorized to appoint Donna Tefertiller, Director of Human Resources and Blanche Sherman, Director of Finance as Trustees of the Plans effective as of July 25, 2013.

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

CERTIFICATION OF THE ADOPTION OF THE PROPOSED RESOLUTION 13-006

APPROVING THE REMOVAL OF EDWARD JOHNSON AND STARLIN ROLLE AS TRUSTEES AND APPOINTING DONNA DEFERTILLER, DIRECTOR OF HUMAN RESOURCES AND BLANCHE SHERMAN, DIRECTOR OF FINANCE AS TRUSTEES FOR THE CHIEF EXECUTIVE OFFICER (CEO) RETIREMENT PLAN, LYNX' MONEY PURCHASE PLAN AND 457 DEFERRED COMPENSATION PLANS

APPROVED AND ADOPTED this 25th day of July, 2013, by the Governing Board of Directors of the Central Florida Regional Transportation Authority.

CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY
By: Governing Board

Chairman
ATTEST:

Assistant Secretary

Consent Agenda Item #6.E. xii

To: **LYNX Board of Directors**

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

Phone: **407.841.2279 ext: 6023**

Item Name: **Miscellaneous**
Authorization to Increase Contract with West Construction, Inc. for the Kissimmee Transfer Center in the Amount of $79,810 as 10% Contract Contingency

Date: **7/25/2013**

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to increase the Contract with West Construction, Inc. in the amount of $79,810 as ten percent (10%) contract contingency for the construction of the Kissimmee Transfer Center.

BACKGROUND:

In January 2012 staff received authorization from the Board to issue an Invitation for Bid (IFB) for the construction of the LYNX Multimodal Center at Kissimmee

The IFB was issued on December 7, 2012 and was due on January 8, 2013. The Contract was awarded on January 31, 2013 to West Construction, Inc. in the amount of $798,103.

The contingency amount requested of $79,810 is based upon the ten percent (10%) of the awarded contract amounts.

FISCAL IMPACT:

LYNX staff included $2.5 million in the FY2013 Amended Capital Budget for the construction of the Kissimmee Transfer Center, which is reflective of the total dollars awarded as part of the associated Livability Grant. The estimated total cost of the Kissimmee Transfer Center for construction and owner-purchased items is approximately $1.2 million. LYNX is in the process of identifying other associated infrastructure needs beyond the immediate transfer center that can be supported by the remaining balance.

Consent Agenda Item #6.E. xiii

To: **LYNX Board of Directors**

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

Presented By: Stephen Berry Mgr of of OD and Training

Phone: **407.841.2279 ext: 6119**

Item Name: **Miscellaneous**
Confirmation of Appointment of Kathy Shaw-Clary as Business Development Officer

Date: **7/25/2013**

ACTION REQUESTED:

Staff is requesting the Board of Directors' confirmation of the appointment of Kathy Shaw-Clary as Business Development Officer.

BACKGROUND:

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

During the LYNX Strategic Plan development it was determined that a position to focus on business development for the agency was needed. It was determined that a Business Development work plan should be developed to concentrate on generating creative revenue for the agency as well as finding and expanding current business related to ridership. The position will work with stakeholders to implement processes to support business growth, and facilitate business growth through interactive partnerships with the surrounding community. The position will assist the executive management related to new business campaign strategies and return on investment as well as participate in annual strategic management meetings to develop business

objectives and goals for the agency. This move enables the organization to increase effectiveness and efficiency, and utilize existing expertise to increase the revenue stream.
It is recommended that the salary of the Business Development Officer be at the Executive Level placed in the Pay Plan 130.
Areas of focus:

Building Community Partnerships

1. More working relationships with clients, government officials, and media representatives to develop new business opportunities and growth.
2. Stronger relationship with transportation partners to create transportation solutions that meets the community's needs.

Strategic alignment of resources

1. Focused activity with the Chief Executive Officer and other members of the Executive Team for strategic plan execution.
2. Continuous alignment with internal and external business leaders to implement processes that support business growth.
3. More focus on implementing lean practices that enable the Agency to be as responsive, cost-effective, and resourceful as possible.
4. Concentrated effort on generate effective reporting tools to aid the Agency, Board of Directors, and the public.

Coordination with customers to creative solutions

1. Stronger interaction with customers, riders, and the public related to surveys, dialogue, open forums, or focus groups to obtain feedback for opportunities for improvement and solutions to various issues.

Revenue Generation

1. Business development presence in the community by creating revenue stream solutions for the agency as well as finding and expanding current business related to ridership.

This position will assist executive management related to new business campaign strategies and return on investment as well as participate in annual strategic management meetings to develop business objectives and goals for the agency. This move enables the organization to increase effectiveness and efficiency, as well as utilize existing expertise to increase the revenue stream.

LYNX Board Agenda

Consent Agenda Item #6.E. xiv

To: **LYNX Board of Directors**

From: **Donna Tefertiller**
DIRECTOR OF HUMAN RESOURCES
Brian Anderson
(Technical Contact)

Presented By: Stephen Berry Mgr of of OD and Training

Phone: **407.841.2279 ext: 6119**

Item Name: **Miscellaneous**
Authorization to Adopt Resolution No. 13-007 to Appoint Donna Tefertiller, Director of Human Resources, Blanche Sherman, Director of Finance to the Administrative Committee for the LYNX Chief Executive Retirement Plan, LYNX Money Purchase and 457 Deferred Compensation Plans

Date: **7/25/2013**

ACTION REQUESTED:

Staff is seeking the Board of Directors' authorizing to adopt Board Resolution 13-007 the appointment of Donna Tefertiller, Director of Human Resources and Blanche Sherman, Director of Finance to the Administrative Committee for the 457 Deferred Compensation and Money Purchase Plans and the Chief Executive Officer (CEO) Plan. Ms. Tefertiller and Ms. Sherman will replace Mr. Edward Johnson, General Manager and Mr. Starlin Rolle, Supervisor of Financial Reporting on the Administrative Committee for the Plans.

BACKGROUND:

The Board of Directors on September 23, 2010 authorized the formation of the Administrative Committee for the LYNX' Money Purchase Plan, the Deferred Compensation Plan and also on January 2011 adopted the CEO Plan. As such, the employer/Plan Administrator has a number of responsibilities, duties and obligations in maintaining and operating each of the Plans. Unless an appointment is made to delegate these responsibilities and duties, the employer acts through its Board of Directors. For purposes of this, any reference to actions to be taken by LYNX in its capacity as employer or Plan Administrator means the LYNX' Board of Directors unless otherwise specified. LYNX has general powers and responsibilities, including the power to appoint counsel, specialists, advisers, investment managers, agents (including any nonfiduciary agent) and other persons as the employer deems necessary or desirable in connection with the exercise of its fiduciary duties under this Plan, including the trustee and Administrator. Consistent with this power of appointment, LYNX has the obligation to periodically review the performance of any fiduciary or other person to whom duties have been delegated or allocated by

it. Since LYNX is the Administrator, and has the power to appoint, it may appoint any person(s) to perform its duties as the Administrator.

FUNCTIONS OF THE ADMINISTRATOR - The primary responsibility of the Administrator is to administer the Plan for the exclusive benefit of the participants and their beneficiaries in accordance with its terms. It has the power and discretion to construe the terms of the Plan and to determine all questions arising in connection with the administration, interpretation, and application of the Plan. Benefits under this Plan will be paid only if the Administrator decides, in its discretion, that the applicant is entitled to them. The Administrator may establish procedures to carry out the purpose of the Plan, provided they are nondiscriminatory and shall comply with the terms of the Internal Revenue Code and Plan's document. An enumerated listing of the Administrator's duties includes, but is not limited to, the following:

(a) The discretion to determine all questions relating to the eligibility of employees to participate in the Plan;
(b) The authority to review and settle all claims against the Plan;
(c) To compute, certify, and direct the trustee with respect to the amount of benefit to which any participant is entitled;
(d) To authorize and direct the trustee with respect to disbursements from the trust;(e) to maintain all necessary records for the administration of the Plan;
(f) To interpret the provisions of the Plan and to make and publish rules;
(g) To compute and certify the amount of contribution to the Plan and advise the trustee accordingly;
(h) To prepare and implement procedures to notify eligible employees of Plan provisions and changes;
(i) To qualify any domestic relations orders received;
(j) To assist any participant regarding the participant's rights, benefits, or elections available under the Plan; and
(k) Retain a record of actions taken, accountings, records, etc. necessary for proper administration of the Plan and shall be responsible for supplying all information and reports to any governmental agencies, participants and beneficiaries, as required by law.

FISCAL IMPACT:

There is no fiscal impact from the appointments to the Agency.

CFRTA RESOLUTION 13-007

A RESOLUTION APPROVING THE REMOVAL OF EDWARD JOHNSON AND STARLIN ROLLE AS TRUSTEES AND APPOINTING DONNA DEFERTILLER, DIRECTOR OF HUMAN RESOURCES AND BLANCHE SHERMAN, DIRECTOR OF FINANCE, TO THE ADMINISTRATIVE COMMITTEE FOR THE LYNX MONEY PURCHASE AND 457 DEFERRED COMPENSATION PLANS AND CHIEF EXECUTIVE OFFICER (CEO) PLAN

WHEREAS, Central Florida Regional Transportation Authority (the "Employer") heretofore has established a money purchase and deferred compensation plans; the Plans are known as the Central Florida Regional Transportation Authority Money Purchase Plan, 457 Deferred Compensation Plan and the Chief Executive Officer (CEO) Plan, hereinafter Plans; and

WHEREAS, the Employer wishes to remove Edward Johnson, General Manager and Starlin Roller, Supervisor of Financial Reporting, from the Administrative Committee of the Plans and appoint Donna Tefertiller, Director of Human Resources and Blanche Sherman, Director of Finance to the Administrative Committee of the Plans effective July 25,2013; and

NOW, THEREFORE, IT IS RESOLVED,

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

CERTIFICATION OF THE ADOPTION OF THE PROPOSED RESOLUTION 13-007 APPROVING THE APPOINTMENT OF DONNA TEFERTILLER AND BLANCHE SHERMAN AS TRUSTEES TO THE ADMINISTRATIVE COMMITTEE AND REMOVING EDWARD JOHNSON AND STARLIN ROLLE AS TRUSTEES FROM THE ADMINISTRATIVE COMMITTEE FOR THE MONEY PURCHASE AND 457 DEFERRED COMPENSATION PLANS AND THE CHIEF EXECUTIVE OFFICER PLAN

APPROVED AND ADOPTED this 25th day of July, 2013, by the Governing Board of Directors of the Central Florida Regional Transportation Authority.

CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY
By: Governing Board

Chairman
ATTEST:

Assistant Secretary

Action Agenda Item #7.A

To: **LYNX Board of Directors**

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

Phone: **407.841.2279 ext: 6100**

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

Date: **7/25/2013**

ACTION REQUESTED:

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

BACKGROUND:

Link 55 is a fixed-route service between Kissimmee in Osceola County and the Four Corners region in Lake and Polk Counties. Service began on 05/20/2001 between Osceola Square Mall and Secret Lake Drive in west Osceola County. In April 2004, the route was extended west into Lake and Polk Counties, terminating at the Publix at Summer Bay shopping plaza. As development in the area increased, the route was extended further west to the new Cagan Crossings Walmart located just north of the interchange of US 192 & US 27. This alignment has been in place since December 2006. In its current structure, Link 55 operates in 4 counties (see Table 1). It is important to note that in the Four Corners area, the centerline of US 192 serves as the boundary between Orange and Osceola County (east of Bali Boulevard) and Lake and Polk County (west of Bali Boulevard). Thus, westbound trips through this area are technically operating in Orange and Lake Counties while eastbound trips operate in Polk and Osceola Counties.

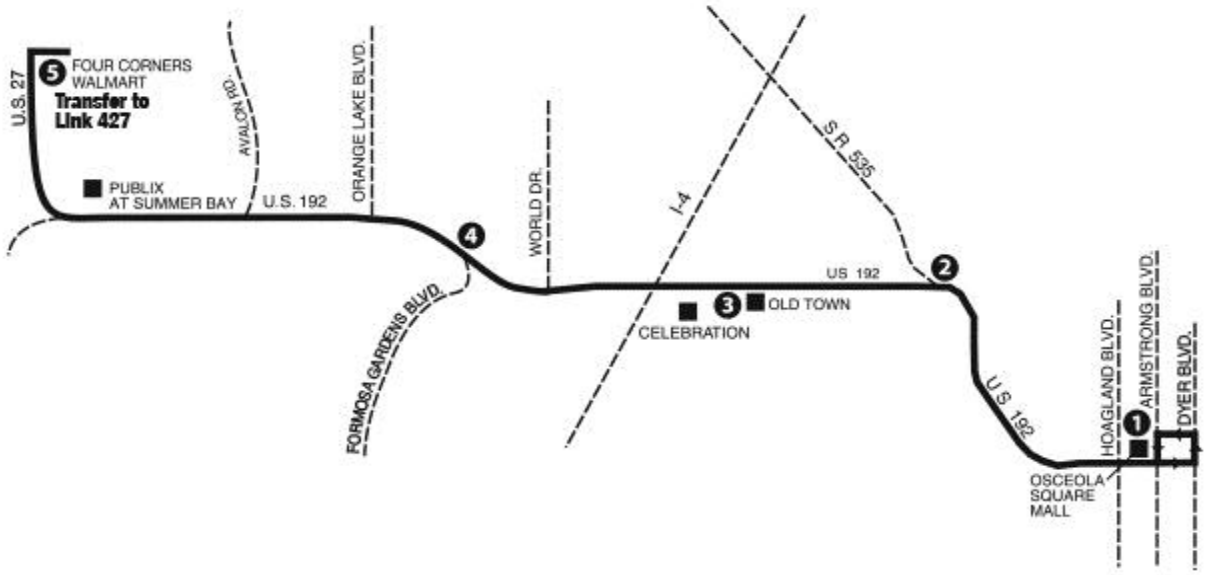

Table 1 – Link 55 Mileage by Jurisdiction

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

In FY2013, the annual cost to operate Link 55 extension into Lake County is $134,881. This cost is offset by projected farebox revenues in the amount of $64,147; leaving $70,734 remaining for the local contribution from Lake County.

On May 23, 2013 the Board approved an amendment to the Lake County FY2013 Service Funding Agreement based on ending the funding of the Lake County extension of Link 55 in June 2013. Lake County is now planning to extend the funding through the end of September 2013.

FISCAL IMPACT:

Upon approval, LYNX staff will amend the FY2013 Operating Budget to incorporate the anticipated funds from Lake County in the amount of $17,683 to support the service for Link 55 through September 30, 2013.

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

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

WITNESSETH

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

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

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

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

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

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

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

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

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

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

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

WHEREAS, the Funding Partner has budgeted funds for the fiscal year beginning on October 1, 2012 and ending on September 30, 2013 ("**Fiscal Year**") to support LYNX's Public Transportation services for such fiscal year; and

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

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

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

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

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

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

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

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

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

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

"**Fiscal Year**" or "**Current Fiscal Year**" means the twelve (12) month period commencing October 1, 2012 and ending the following September 30, 2013.

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

"**FDOT**" means the Florida Department of Transportation.

"**FTA**" means the Federal Transit Administration

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

"Next Fiscal Year" means the twelve (12) month period immediately following the Current Fiscal Year, and is the period commencing October 1, 2013 and ending the following September 30, 2014.

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

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

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

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

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

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

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

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

3. **Funding Partner Obligations**.

(a) **Current Fiscal Year.**

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

(ii) The Appropriated Amount shall be paid by the Funding Partner to LYNX in twelve (12) equal monthly installments, with each installment being due within ten (10) days of the date of receipt of the monthly invoice.

(iii) The first monthly invoice shall be due upon the later of (x) October 1, 2012 or (y) thirty (30) days after the execution date of this Agreement; provided, however, that any other installment payments which would be due prior to the execution date of this Agreement shall also be paid within thirty (30) days after the receipt of the first monthly invoice.

(b) **Next Fiscal Year.**

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

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

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

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

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

Transportation services to the Funding Partner. If LYNX and the Funding Partner fail to reach and execute an agreement setting forth an appropriation for the next Fiscal Year by December 31, 2012 then LYNX may, within its discretion, reduce, eliminate or discontinue the provision of Public Transportation services to the Funding Partner immediately upon providing the Funding Partner with written notice of same.

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

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

4. **LYNX Obligations**.

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

(i) Addition of route(s)

(ii) Elimination of route(s)

(iii) Combination of routes

(iv) Changes to service span

(v) Change to service frequency

(vi) Changes in days of operation

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

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

within forty-five (30) days after the end of each month. Each quarterly and monthly report will include the following items:

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

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

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

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

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

(A) Subsidy per Passenger Trip (quarterly)

(B) Passengers per trip (quarterly)

(C) Passengers per Revenue Hour (quarterly)

(D) Passengers per Revenue Mile (quarterly)

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

(F) Ridership by Block (monthly)

(G) Budgeted and Actual Revenue (monthly)

(H) Deadhead and Platform Hours and Miles (monthly)

(I) Unlinked Passenger Trips (monthly)

(J) Total Cost, Farebox Revenue, and Grant Funding (monthly)

(K) Cost by Route and Block (monthly)

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

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

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

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

(D) A list of changes to authorized staffing (quarterly).

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

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

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

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

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

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

7. **Termination of Agreement.**

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

receipt of a written notice from the Non-Breaching Party to that effect or such later date as specified in the notice. In the event the Funding Partner is the Breaching Party, the Funding Partner will nonetheless continue to pay to LYNX for any fixed route service furnished by LYNX up to the actual date that LYNX terminates said fixed route service, taking into account the policies and procedures to be followed by LYNX to terminate bus service generally.

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

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

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

9. **Public Records Act.** In accordance with Chapter 119 of the Florida Statutes (Public Records Law), any "public record" created or received by the Funding Partner, including reports, specifications, drawings, maps, and tables, must be made available to the public for inspection, and upon request and payment, copying, unless such public record falls within an exception or exemption to the Public Records Act and each page is clearly and conspicuously marked as such. If requested in writing or by email LYNX shall make available to the Funding Partners copies of all incident and accident reports within five (5) business days of receiving the request if the occurrence involves a bus providing services to residents of Lake County unless such documents fall within an exception or exemption to the Public Records Act.

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

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

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

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

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

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

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

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

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

As to Funding Partner:	Lake County PO Box 7800 Tavares, Florida 32778 Attn: David Heath, County Manager
With copy to:	Lake County PO Box 7800 Tavares, Florida 32778 Attn: Sandy Minkoff, County Attorney

With copy to:	Lake County Community Services PO Box 7800 Tavares, Florida 32778 Attn: Director of Community Services
With copy to:	Lake County Community Services PO Box 7800 Tavares, Florida 32778 Attn: Public Transportation Manager
With copy to:	Lake County Community Services PO Box 7800 Tavares, Florida 32778 Attn: Financial Analyst
As to LYNX:	Central Florida Regional Transportation Authority 455 North Garland Avenue Orlando, Florida 32801-1518 Attn: John M. Lewis, Jr., Chief Executive Officer
With copy to:	Central Florida Regional Transportation Authority 455 North Garland Avenue Orlando, Florida 32801-1518 Attn: Blanche W. Sherman, Director of Finance
With a copy to:	Akerman Senterfitt 420 South Orange Avenue, Suite 1200 Orlando, Florida 32801 Attn: Patrick T. Christiansen, Esq.

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

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

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

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

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

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

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

[Signatures appear on following page]

SIGNATURE PAGE FOR FUNDING PARTNER

ATTEST:

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

For the use and reliance of Lake County only.

Approved as to form and legal sufficiency.

_____
Sanford A. Minkoff, County Attorney

FUNDING PARTNER:

BOARD OF COUNTY COMMISSIONERS OF LAKE COUNTY, FLORIDA

By: _____
Leslie Campione, Chairman

Date: _____

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

SIGNATURE PAGE FOR LYNX

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY

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

Date: _____

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

AKERMAN SENTERFITT,
Counsel for LYNX

By:_____
Patrick T. Christiansen, Esq.

Exhibit "A"

DESCRIPTION OF SERVICE AREA

Link 55 W. US 192/Four Corners

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

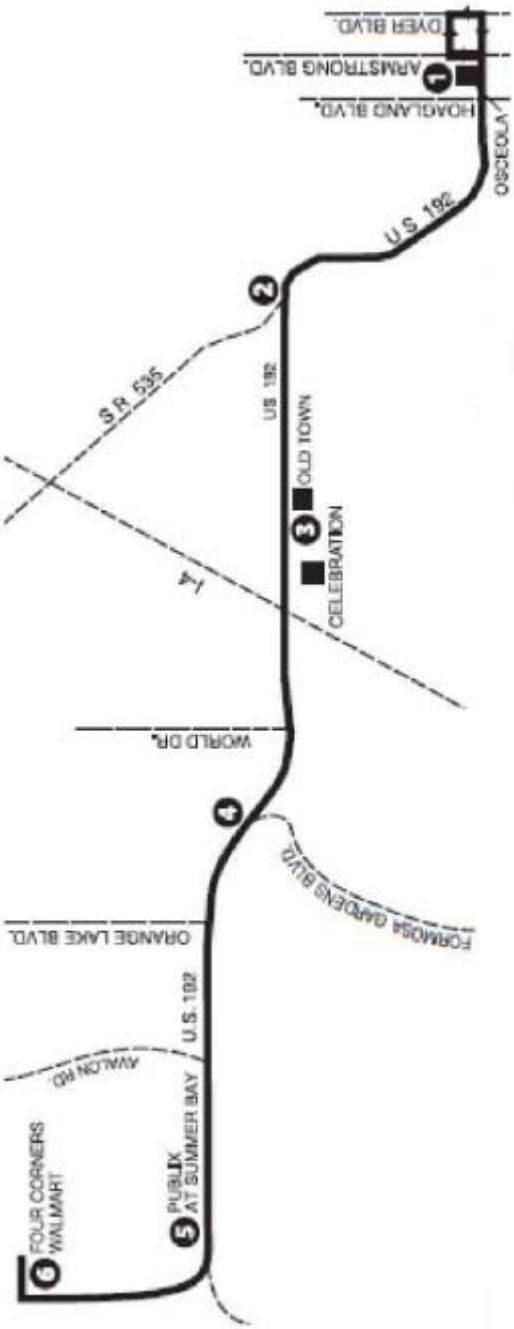

Exhibit "B"

DESCRIPTION OF APPROPRIATED AMOUNT

October through September	**$134,881**

Exhibit B - Lake County Transit Service Costs For FY 2013	
Net Fixed Route Operating Costs	***Cost***
Link 55	$ 134,881
Less: Estimated Fares	(64,147)
Total County Transit Service Cost	**$ 70,734**

FY2013 Billing Schedule:	
October 2012	$ 5,894.50
November 2012	5,894.50
December 2012	5,894.50
January 2013	5,894.50
February 2013	5,894.50
March 2013	5,894.50
April 2013	5,894.50
May 2013	5,894.50
June 2013	5,894.50
July 2013	5,894.50
August 2013	5,894.50
September 2013	5,894.50
Annual Funding Request from County	**$ 70,734**

ADDENDUM TO AGREEMENT

25. The Funding Partner, on August 26, 2008, adopted a Transportation Development Plan (the "**TDP**"), which calls for specific level of service improvements in public transportation; and

26. The Funding Partner agrees to appropriate up to a maximum of seventy thousand seven hundred thirty four dollars and zero cents ($70,734) to LYNX for fiscal year 2013 for the provision of public transportation services within the Service Agreement in accordance with this Agreement and to be allocated as follows:

(a) The base operating expenditures funding of $70,734 shall be for fixed-route bus service, Access LYNX, and other existing services.

(b) The $70,734 shall be paid by the Funding Partner to LYNX in twelve (12) equal monthly installments by Funding Partner's designated representative and shall be due on the first of each month beginning in October 2012, and payable no later than thirty (30) days after the due date. The first such payment under this Agreement shall be made within ten (10) days of receipt of the invoice or within thirty (30) days of the execution date of this Agreement. Notwithstanding the foregoing, in the event LYNX fails to submit the required quarterly reports or fails to comply with any material terms of this Agreement, the Funding Partner reserves the right to withhold the monthly payment pursuant to Section 3, of this Agreement.

Action Agenda Item #7.B

To: **LYNX Board of Directors**

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

Phone: **407.841.2279 ext: 6009**

Item Name: **Authorization to Implement Proposed Service Adjustments Effective August 11, 2013**

Date: **7/25/2013**

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to implement the proposed fixed route service adjustments effective August 11, 2013.

BACKGROUND:

Service adjustments and modifications typically occur three times per year, concurrent with the Bus Operators' selection of work assignments. The service adjustments listed below are a routine component of that tri-annual service change process.

PROPOSED SERVICE ADJUSTMENTS:

Staff has identified the following proposed service adjustments and modifications for the August 11, 2013 service changes:

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

- Additional systemwide schedule adjustments to improve on-time performance and connectivity.

FISCAL IMPACT:

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

Action Agenda Item #7.C

To: **LYNX Board of Directors**

From: **Baunie McConnell**
DIRECTOR OF RISK MGMT & SAFETY
Linda Connell
(Technical Contact)

Presented By: Baunie McConnell, Director of Risk Management and Safety

Phone: **407.841.2279 ext: 6127**

Item Name: **Authorization to Settle Workers' Compensation Claim File #12-0025**

Date: **7/25/2013**

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to settle a Workers' Compensation Claim file #12-0025 for $175,000 inclusive of fees and costs. Upon the Boards' approval, the settlement check will be issued in one (1) installment of $175,000 payable to the Claimant and her attorney within thirty days. The potential overall exposure for this claim is approximately $896,000 should we not settle.

BACKGROUND:

Per LYNX Administrative Rule 6.6, "The settlement of any dispute, claim or controversy involving the Authority (other than those addressed by Section 6.5), including those that arise from or that relate to torts and workers' compensation, must be approved by the Governing Board,..."

This Workers' Compensation Claim involves a 52 year-old female LYNX Bus Operator who makes a relatively good appearance. The Judge would receive her testimony favorably. The Claimant will elicit some sympathy if this case were to go to trial. The accident occurred when the LYNX Bus Operator tripped over uneven concrete and fell at LCS, injuring her right ankle, right knee and right shoulder. The LYNX Bus Operator has spent almost 1 year on light duty and has been deemed unable to continue driving buses for LYNX. Future medical treatment is estimated at $350,000.00, which entails surgery, related hospital charges, attendant care and medical expenses during her lifetime. The LYNX Bus Operator has filed for, and been accepted for SSD (Social Security Disability), and will begin receiving Medicare beginning October 2014. Prior to mediation of this claim, LYNX obtained an MSA (Medicare Set-Aside Trust Allocation) in the event a settlement was reached. Thus LYNX is in a position to protect the lien rights of

Medicare, and will do so as part of this agreement, out of the funds proposed. This will be accomplished through the MSA, self-administered by the claimant, which is allowable under the rules governing these types of settlements. The claimant will execute a global General Release of any and all other potential claims she may have against LYNX.

FISCAL IMPACT:

LYNX staff included $834,743 for payout settlements in the FY2013 Amended Operating Budget.

ADMINISTRATIVE RULE 6

SUBJECT: DISPUTE RESOLUTION

EFFECTIVE DATE: March 22, 2012[1]

SCOPE:

This Administrative Rule sets forth the processes by which the Authority resolves disputes involving its procurement process, its contracts for the purchase and/or sale of goods, supplies, services or other materials, and other claims, generally, which would include for example claims against the Authority related to torts and workers compensation, which may or may not involve litigation.

AUTHORITY:

Authority for the establishment of this Administrative Rule is as follows:

Part II, Chapter 343, Florida Statutes

RULE 6: Dispute Resolution

6.1 **Purpose of Rule**. The Governing Board has established this Administrative Rule for the following purposes:

A. To set forth procedures for the resolution of disputes related to the Authority's Procurement process;

B. To set forth procedures for the resolution of disputes related to Contracts to which the Authority is a party; and

C. To set forth rules that apply to all other disputes involving the Authority, including tort claims and workers' compensation claims.

6.2 **Application**. The provisions of **Section 6.3** shall apply to all disputes. All disputes that relate to the Authority's Procurement process shall be resolved in accordance with the applicable process set forth in **Section 6.4**. All disputes that relate to Contracts with the Authority shall be resolved in accordance with the process set forth in **Section 6.5**. The provisions of **Section 6.6** shall apply to the settlement of all claims (other than those addressed by **Section 6.5**), including those involving workers' compensation and tort claims.

[1] This new Administrative Rule was adopted by the Governing Board at its meeting held on July 28, 2010. It removes from Administrative Rule 4 any dispute resolution materials and expands such materials to include other dispute resolution areas. This Administrative Rule 6 was further amended by the Governing Board at its meeting held on March 22, 2012.

6.3 **General Provisions Applicable to All Disputes**. The following provisions shall apply to all disputes, regardless of whether such disputes relate to the Authority's Procurement process, Contracts with the Authority, or any other claims:

6.3.1 **No Waiver of Sovereign Immunity**. Pursuant to Florida Statutes § 768.28, the State of Florida, for itself and for its agencies and subdivisions, has agreed to waive sovereign immunity for torts, but only to the extent specified therein. No provision of any Contract nor any provision of these Administrative Rules shall be interpreted to constitute a waiver by the Authority of the benefits afforded to it by sovereign immunity beyond the specific amounts waived by Florida Statutes § 768.28.

6.3.2 **Federal Transit Administration**.

A. **FTA Notification**. The Authority shall notify the FTA of all disputes arising from the Procurement process and all Contract Disputes, which, in either case, involve the expenditure of Federal funds, and shall keep the FTA apprised of the status of same.

B. **FTA Review**. Under certain circumstances the FTA will review a Procurement dispute or Contract Dispute that involves a Procurement made with Federal funds, however, such review is limited to determining whether the Authority has failed to follow its protest procedures.

6.3.3 **Arbitration or Judicial Action**. With respect to any dispute involving the Procurement process or Contracts to which the Authority is a party, each Bidder, Proposer, and Contractor, as applicable, agrees that, with respect to any such dispute, the Authority shall have the sole discretion to determine whether the parties should first attempt to resolve said dispute by mediation. Each Bidder, Proposer, and Contract, as applicable, further agrees that should the Authority not elect to first attempt to resolve the dispute by mediation, or should mediation be unsuccessful, the Authority shall have the sole discretion to determine whether said dispute should be resolved by either a court of law or by binding arbitration. In that regard the following provisions shall apply:

A. **Mediation**. If the Authority decides that the parties to a dispute should first attempt to resolve the dispute by mediation, then the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Rules before resorting to arbitration, judicial action or some other dispute resolution procedure. Any such mediation shall be held in Orange County, Florida.

B. **Arbitration**. If the Authority decides that a dispute should be resolved by arbitration, then arbitration shall be administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be

entered in any court having jurisdiction thereof. Any such arbitration shall be held in Orange County, Florida.

C. **Judicial Action**. If the Authority decides that a dispute should be resolved in a court of law, then the following provisions shall be applicable:

(i) **Jurisdiction and Venue**. Any action, suit or proceeding arising in connection with the dispute shall be brought exclusively in the Ninth Judicial Circuit of the State of Florida or the United States District Court for the Middle District of Florida, Orlando Division.

(ii) **JURY TRIAL WAIVER**. **THE AUTHORITY, ON ONE HAND, AND THE BIDDER, PROPOSER OR CONTRACTOR, AS APPLICABLE, ON THE OTHER, EACH AGREE NOT TO ELECT A TRIAL BY JURY OF ANY ISSUE TRIABLE OF RIGHT BY JURY, AND WAIVE ANY RIGHT TO TRIAL BY JURY FULLY TO THE EXTENT THAT ANY SUCH RIGHT SHALL THEN OR THEREAFTER EXIST WITH REGARD TO THE CONTROVERSY OR CLAIM, OR ANY COUNTERCLAIM OR OTHER ACTION ARISING IN CONNECTION THEREWITH. THE FOREGOING WAIVER OF RIGHT TO TRIAL BY JURY IS GIVEN KNOWINGLY AND VOLUNTARILY BY EACH PARTY, AND IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A TRIAL BY JURY WOULD OTHERWISE ACCRUE.**

With respect to this subsection, it is subject to the specific provisions of **Section 6.3.6** below, and nothing contained herein shall grant to any party any rights with respect to any protest which may be filed under **Section 6.4** below.

6.3.4 **Director of Procurement**. All notices and other communications which are required to be filed with the Director of Procurement pursuant to this Rule 6 shall be in writing and shall be sent to the Director of Procurement at the following address:

LYNX Central Station
Procurement Department
455 North Garland Avenue
Orlando, Florida 32801
Attention: Director of Procurement

6.3.5 **Severability**. If any portion of this Rule 6 is determined to be invalid or unenforceable, the balance of this Rule 6 shall remain in effect.

6.3.6 **Status of Protest with Respect to Procurement Protest.** Nothing contained in any procurement dispute resolution procedure, including the provisions under **Section 6.4**, shall grant any Protesting Party any right as to that procedure

(including any right to file a Procurement Protest or, if filed, any right with respect to the processing of that Procurement Protest by the Authority) including any right to enter into a Contract with the Authority. Rather, the right to protest any action of the Authority under **Section 6.4**, or under any component thereof, including before the SEC or the Director of Procurement, shall be a matter of privilege, as any protest shall solely be for the benefit of the Authority. The resolution of any protest shall be solely within the discretion of the Authority, including within the discretion of those individuals or entities designated herein for hearing and resolving any protest, and any decision by the Authority shall be final and binding and not subject to any further appeal or protest. Any party submitting any proposal with the Authority shall specifically by virtue of filing any such proposal expressly agree to the provisions of this Section.

6.3.7 **Contact with Authority/No Solicitation or Contact During Procurement Dispute Process.** All prohibitions with respect to contact with Members and Officers of the Authority pursuant to **Section 4.7** of Administrative Rule 4 shall remain in effect until the resolution of the protest or the exhaustion afforded the Protesting Party under **Section 6.4** hereof.

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SECTION 6.4:

THE PROCEDURES SET FORTH IN SECTION 6.4 (INCLUDING SECTION 6.4.1 & 6.4.2) SHALL APPLY TO ALL DISPUTES ARISING FROM THE PROCUREMENT PROCESS.

6.4 **Disputes Involving Procurement Process – Applicable Procedure**. All disputes that arise from the Procurement process shall be resolved in accordance with one of the two procedures set forth in either **Section 6.4.1** or **Section 6.4.2**. The procedure set forth in **Section 6.4.1** shall apply when only the Director of Procurement is responsible for the recommendation of award of a Contract or when the dispute relates to an issue arising before the Procurement is submitted to a Source Evaluation Committee. The procedure set forth in **Section 6.4.2** shall apply when only a Source Evaluation Committee is responsible for the recommendation of award of a Contract and the dispute relates to an issue arising after the Procurement is submitted to a Source Evaluation Committee.

Failure to timely and fully comply with each of the requirements in the applicable procedure shall, in the absolute discretion of the Director of Procurement, result in a waiver of the protest (collectively, a "**Waiver**"). Any Bidder or Proposer protesting the Procurement process or any award of a Contract thereunder is referred to in this Rule as a "**Protesting Party**."

SECTION 6.4.1:

THE PROCEDURE SET FORTH IN THIS SECTION 6.4.1 SHALL APPLY WHEN: (1) ONLY THE DIRECTOR OF PROCUREMENT IS RESPONSIBLE FOR THE RECOMMENDATION OF AWARD OF THE CONTRACT, OR (2) WHEN THE DISPUTE RELATES TO AN ISSUE ARISING BEFORE THE PROCUREMENT IS SUBMITTED TO A SOURCE EVALUATION COMMITTEE.

6.4.1 **General**. The following procedure shall apply to all disputes arising from the Procurement process or the award of a Contract thereunder when: (1) only the Director of Procurement is responsible for the recommendation of award of the Contract, or (2) if the dispute relates to an issue arising before the Procurement is submitted to a Source Evaluation Committee (such as when the dispute relates to a submission requirement or a filing deadline).

A. **Step 1 – Director of Procurement**. The initial arbiter of any dispute which is subject to this procedure shall be the Director of Procurement. The process by which disputes shall be resolved by the Director of Procurement is as follows:

1. **Procurement Protest; Deadline for Filing**. In order to initiate the dispute resolution process, the Protesting Party must file a formal written protest ("**Procurement Protest**") with the Director of Procurement. The Procurement Protest must be filed before 5:00 p.m. (local time) on the fifth (5th) business day following (i) the posting date of the Director of Procurement's recommendation of award, or (ii) if there is no recommendation yet made, then following the particular action that the Protesting Party wishes to appeal (e.g., a determination by the Director of Procurement that the bid by the Protesting Party is untimely or does not meet the necessary qualifications and therefore has been rejected). Failure to file the Procurement Protest by this deadline shall result in a Waiver by the Protesting Party. Failure of the Protesting Party to request a copy of the recommendation of award shall not extend the deadline for filing a Procurement Protest. A Procurement Protest is considered filed with the Director of Procurement upon his/her receipt.

2. **Requirement to Notify Person Awarded Contract**. The Protesting Party must also timely furnish a copy of the Procurement Protest to the Person who was recommended to be awarded the Contract (if a recommendation of award had been made) at or before the time the Protesting Party files the Procurement Protest under paragraph 1 above. Failure to timely comply with the aforementioned requirement will result in the Procurement Protest being deemed untimely, and, as a consequence, result in a Waiver by the Protesting Party.

3. **Elements of Procurement Protest**. The Procurement Protest must include the following elements:

   a. an identification of the Protesting Party and the Invitation for Bid or Request for Proposal involved; and

   b. a clear, succinct and complete statement of the Protesting Party's grounds for the Procurement Protest and the request for relief. Any supporting materials must be contained in said statement. No materials may be submitted in furtherance of the Procurement Protest after the timely submittal without the Authority's approval, and can be disregarded by the Authority in its discretion.

   c. the cash bond referenced in the following paragraph 4.

   The Procurement Protest will be the sole basis for the Authority to review said Procurement Protest. Notwithstanding the foregoing, the Director of Procurement may, in his/her absolute discretion, seek additional materials regarding the Procurement Protest either

from the Protesting Party or from other sources, as set forth in paragraph 6 below.

4. **Requirement of Deposit to Proceed to Protest.** Concurrently with, and as a condition for, the filing of a Procurement Protest, the Protesting Party shall furnish to Director of Procurement along with filing the Procurement Protest a cash bond (in the nature of a check payable to the Authority) in an amount equal to two percent (2%) of the amount bid by the Protesting Party, but in no event less than $1,000.00. However, the Protesting Party may, with the filing of the Procurement Protest, request a reduction in said cash bond which the Director of Procurement may, in her/her absolute discretion for good cause shown, reduce, but in no event to less than $1,000.00 (thus, in any event, the Protesting Party if it seeks a reduction in the cash bond under the foregoing clause, must post with the Procurement Protest a cash bond in the amount of $1,000.00 at the time of filing the Procurement Protest). Said cash bond shall be held by the Authority for the purpose of paying any expenses (including its attorneys' fees) incurred by the Authority in processing the Procurement Protest. Further, if it is determined by the Authority that the Procurement Protest is without merit, the Authority may assess against the Protesting Party an additional amount to cover any third-party expenses (e.g., attorneys' fees) incurred by the Authority. In the event the Procurement Protest is successful and ultimately affirmed by the final deciding body or person, then the Authority may consider (but is not obligated to make) a refund to the Protesting Party of all or a portion of said cash bond.

5. **Suspension of Procurement Process**. The Procurement process (including the awarding of the Contract) shall be suspended upon receipt of a Procurement Protest which satisfies the filing and content requirements set forth above. Such suspension shall continue until the earlier of:

   a. the resolution of the Procurement Protest;

   b. the exhaustion of all remedies afforded the Protesting Party under this procedure;

   c. a determination by the Chief Executive Officer, in his or her absolute discretion (and not subject to any further appeal or review), that the award of the Contract without delay is in the best interest of the Authority; or

   d. a determination by the Chief Executive Officer that the Procurement Protest is frivolous in nature.

6. **Decision by Director of Procurement**. The Director of Procurement shall render a written decision as to the matters set forth in the Procurement Protest.

7. **Hearing**. The Director of Procurement may, in his or her sole discretion, elect to conduct a hearing at which the Protesting Party will be afforded the opportunity to present evidence to support those specific matters set forth in the Procurement Protest. If a hearing is held, such hearing will be conducted in accordance with procedures approved by the Director of Procurement and will be presided over by the Director of Procurement. Failure by the Protesting Party to attend and participate in any hearing required by the Director of Procurement will result in a Waiver by the Protesting Party. Nothing contained will require any such hearing and the Director of Procurement may resolve the Procurement Protest based solely upon the Procurement Protest and such other information as the Director of Procurement may desire or obtain in his/her discretion.

8. **Additional Information for Director of Procurement.** Nothing contained in this Section will restrict or prohibit the Director of Procurement from seeking additional information regarding the Procurement Protest, whether from the Protesting Party or from any other source, and from considering any such information in rendering his/her decision.

9. **Appeal Right**. The decision of the Director of Procurement shall be final and conclusive unless the Protesting Party timely appeals the decision in accordance with **Section 6.4.1.B** below.

B. **Step 2 – General Manager**. The appeal of any decision of the Director of Procurement shall be rendered by the General Manager. The process by which appeals shall be rendered by the General Manager is as follows:

1. **Procurement Appeal; Deadline for Filing**. If the Protesting Party desires to appeal the decision of the Director of Procurement, the Protesting Party must file a formal written appeal ("**Procurement Appeal**") with the Director of Procurement in accordance with the requirements below. The Procurement Appeal must be filed before 5:00 p.m. (local time) of the fifth (5th) business day following the date the Director of Procurement renders its decision in accordance with Section **6.4.1.A(6)**. Failure to file a Procurement Appeal by this deadline will result in a Waiver by the Protesting Party. A Procurement Appeal is considered filed with the Director of Procurement upon receipt.

2. **Elements of Procurement Appeal**. The Procurement Appeal must include the following elements:

a. an identification of the Protesting Party and the Invitation for Bid or Request for Proposal involved; and

b. a clear explanation of either or both of the following: (i) why the decision reached by the Director of Procurement was incorrect and/or (ii) in what way the Director of Procurement failed to adhere to the terms of this dispute resolution procedure. No further material or support may be submitted by the Protesting Party.

c. The cash bond referenced in paragraph A(4) shall remain for any expenses incurred by the Authority in the appeal process.

3. **Additional Information for General Manager.** Nothing contained in this Section will restrict or prohibit the General Manager from seeking additional information regarding the Procurement Protest, whether from the Protesting Party or from any other source, and from considering any such information in rendering his/her decision.

4. **Hearing**. The General Manager may, in his or her sole discretion, elect to conduct a hearing at which the Protesting Party will be afforded the opportunity to present evidence to support those specific matters set forth in the Procurement Appeal. If a hearing is held, such hearing will be conducted in accordance with procedures approved by the General Manager and will be presided over by the General Manager. Failure by the Protesting Party to attend and participate in any hearing required by the General Manager will result in a Waiver by the Protesting Party.

5. **Decision by General Manager**. The General Manager shall render a written decision as to the matters set forth in the Procurement Appeal.

6. **Final Decision**. The decision rendered by the General Manager shall be final and binding upon the Protesting Party, and shall not be subject to any further appeal.

SECTION 6.4.2:

THE PROCEDURE SET FORTH IN THIS SECTION 6.4.2 SHALL ONLY APPLY IF: (1) A SOURCE EVALUATION COMMITTEE IS RESPONSIBLE FOR THE RECOMMENDATION OF AWARD OF THE CONTRACT AND (2) THE DISPUTE RELATES TO AN ISSUE ARISING AFTER THE PROCUREMENT IS SUBMITTED TO THE SOURCE EVALUATION COMMITTEE.

6.4.2 **General**. The following procedure shall apply to all disputes arising from the Procurement process when: (1) a Source Evaluation Committee is responsible for the recommendation of award of the Contract and (2) the dispute relates to an issue arising after the Procurement is submitted to the Source Evaluation Committee. If a dispute relates to a matter that arises before the Procurement has been submitted to the Source Evaluation Committee (such as when the dispute relates to a submission requirement or a filing deadline), then, in that case, the dispute shall instead be resolved in accordance with the procedure set forth in **Section 6.4.1**.

A. **Step 1 – Director of Procurement**. The initial arbiter of any dispute which is subject to this procedure shall be the Director of Procurement. The process by which disputes shall be resolved by the Director of Procurement is as follows:

1. **Procurement Protest; Deadline for Filing**. In order to initiate the dispute resolution process, the Protesting Party must file a Procurement Protest with the Director of Procurement. The Procurement Protest must be filed before 5:00 p.m. (local time) of the fifth (5th) business day following the posting date of the Source Evaluation Committee's recommendation of award. Failure to file a Procurement Protest by this deadline will result in a Waiver by the Protesting Party. Failure of the Protesting Party to request a copy of the recommendation of award shall not extend the deadline for filing a Procurement Protest. A Procurement Protest is considered filed with the Director of Procurement upon his/her receipt.

2. **Requirement to Notify Person Awarded Contract**. The Protesting Party must also mail a copy of the Procurement Protest to the Person who was recommended to be awarded the Contact at or before the time the Protesting Party files the Procurement Protest. Failure to timely comply with the aforementioned requirement will result in the Procurement Protest being deemed untimely, and, as a consequence, result in a Waiver by the Protesting Party.

3. **Elements of Procurement Protest**. The Procurement Protest must include the following elements:

   a. an identification of the Protesting Party and the Invitation for Bid or Request for Proposal involved; and

   b. a clear statement of the Protesting Party's grounds for the protest and the request for relief.

   c. the cash bond referenced in the following paragraph 4.

   The Procurement Protest must be based solely upon the materials submitted to the Authority for the award and will be the sole basis for the Authority to review the Procurement Protest. Notwithstanding the foregoing, the Director of Procurement may, in his/her absolute discretion, seek additional materials regarding the Procurement Protest either from the Protesting Party or from other sources, as set forth in paragraph 6 below.

4. **Requirement of Deposit to Proceed to Protest.** Concurrently with, and as a condition for, the filing of a Procurement Protest, the Protesting Party shall furnish to Director of Procurement along with filing the Procurement Protest a cash bond (in the nature of a check payable to the Authority) in an amount equal to two percent (2%) of the amount bid by the Protesting Party, but in no event less than $1,000.00, **provided**, **however**, the Protesting Party may, with the filing of the Procurement Protest, request a reduction in said cash bond which the Director of Procurement may, in her/her discretion for good cause shown, reduce, but in no event to less than $1,000.00 (thus, in any event, the Protesting Party if it seeks a reduction in the cash bond under the foregoing clause, must post with the Procurement Protest a cash bond in the amount of $1,000.00 at the time of filing the Procurement Protest). Said cash bond shall be held by the Authority for the purpose of paying any expenses (including its attorneys' fees) incurred by the Authority in processing the Procurement Protest. Further, if it is determined by the Authority that the Procurement Protest is without merit, the Authority may assess against the Protesting Party an additional amount to cover any third-party expenses (e.g., attorneys' fees) incurred by the Authority. In the event the Procurement Protest is successful and ultimately affirmed by the final deciding body or person, then the Authority may consider (but is not obligated to make) a refund to the Protesting Party of all or a portion of said cash bond.

5. **Suspension of Procurement Process**. The Procurement process (including the awarding of the Contract) shall be suspended upon receipt of a Procurement Protest which satisfies the filing and

content requirements set forth above. Such suspension shall continue until the earlier of:

a. the resolution of the protest;

b. the exhaustion of all remedies afforded the Protesting Party under this Procurement Protest Procedure;

c. a determination by the Chief Executive Officer in his or her absolute discretion (which will not be subject to any review) that the award of the Contract without delay is reasonably in the best interest of the Authority; or

d. a determination by the Chief Executive Officer that the Procurement Protest is frivolous in nature.

6. **Additional Information for Director of Procurement.** Nothing contained in this Section will restrict or prohibit the Director of Procurement from seeking additional information regarding the Procurement Protest, whether from the Protesting Party or from any other source, and from considering any such information in rendering his/her decision.

7. **Hearing**. The Director of Procurement may, in his/her sole discretion, elect to conduct a hearing at which the Protesting Party will be afforded the opportunity to present evidence to support those specific matters set forth in the Procurement Protest. The Director of Procurement may, but it not obligated to, require that the Source Evaluation Committee be in attendance at the hearing and make determinations with respect to any aspect of the Procurement Protest as requested by the Director of Procurement, if any; **provided**, **however**, that the Director of Procurement reserves all rights to make a final determination with respect to the Procurement Protest, including if so requested by the Director of Procurement a "rescoring" or "reranking" by the Source Evaluation Committee. If a hearing is held, such hearing will be conducted in accordance with procedures approved by the Director of Procurement and will be presided over by the Director of Procurement. Failure by the Protesting Party to attend and participate in any hearing required by the Director of Procurement will result in a Waiver by the Protesting Party.

8. **Decision by Director of Procurement**. The Director of Procurement shall render a written decision as to the matters set forth in the Procurement Protest.

9. **Appeal Right**. The decision of the Director of Procurement shall be final and conclusive unless the Protesting Party timely appeals the decision in accordance with **Section 6.4.2.B** below.

B. **Step 2 – General Manager**. The appeal of any decision of the Director of Procurement shall be rendered by the General Manager. The process by which appeals shall be rendered by the General Manager is as follows:

1. **Procurement Appeal; Deadline for Filing**. If the Protesting Party desires to appeal the decision of the Director of Procurement, the Protesting Party must file a Procurement Appeal with the Director of Procurement. The Procurement Appeal must be filed before 5:00 p.m. (local time) of the fifth (5th) business day following the date the Director of Procurement renders its decision in accordance with Section **6.4.2.A(6)**. Failure to file a Procurement Appeal by this deadline will result in a Waiver by the Protesting Party. A Procurement Appeal is considered filed with the Director of Procurement upon receipt.

2. **Elements of Procurement Appeal**. The Procurement Appeal must include the following elements:

   a. an identification of the Protesting Party and the Invitation for Bid or Request for Proposal involved; and

   b. a clear explanation of either or both of the following: (i) why the decision reached by the Director of Procurement was incorrect and/or (ii) in what way the Director of Procurement failed to adhere to the terms of this dispute resolution procedure. No further material or support may be submitted by the Protesting Party.

   c. The cash bond referenced in paragraph A(4) shall remain for any expenses incurred by the Authority in the appeal process.

3. **Additional Information for General Manager.** Nothing contained in this Section will restrict or prohibit the General Manager from seeking additional information regarding the Procurement Protest, whether from the Protesting Party or from any other source, and from considering any such information in rendering his/her decision.

4. **Hearing**. The General Manager may, in his or her sole discretion, elect to conduct a hearing at which the Protesting Party will be afforded the opportunity to present evidence to support those specific matters set forth in the Procurement Appeal. The General Manager may require that the Source Evaluation Committee be in attendance at the hearing and make determinations with respect to any aspect of the Procurement Appeal; provided, however, that the General Manager reserves all rights to make a final determination with respect to the Procurement Appeal. If a hearing is held, such

hearing will be conducted in accordance with procedures approved by the General Manager and will be presided over by the General Manager. Failure by the Protesting Party to attend and participate in any hearing required by the General Manager will result in a Waiver by the Protesting Party.

5. **Decision by General Manager**. The General Manager shall render a written decision as to the matters set forth in the Procurement Appeal.

6. **Final Decision**. The decision rendered by the General Manager shall be final and binding upon the Protesting Party.

7. **Special Rule for when General Manager is a member of the Source Evaluation Committee**. If the General Manager is a member of the Source Evaluation Committee for the Procurement which is the subject of the dispute, the appeal of any decision of the Director of Procurement shall be rendered by the Chief Executive Officer rather than the General Manager. Accordingly, when the General Manager is a member of the Source Evaluation Committee, the term "Chief Executive Officer" shall be substituted for the term "General Manager" wherever it appears in this **Section 6.4.2.B**.

6.4.3 **Status of Awards**. In regard to both **Section 6.4.1** and **6.4.2**:

A. Nothing contained in this procedure shall afford to any party, including any Protesting Party, any right to receive an award of a Contract from the Authority or any right to protest as to the procedures so followed by the Authority. The process is solely for the benefit of the Authority and, as such, the Authority at all times, shall have the absolute discretion whether or not to dismiss a Procurement Protest and to award a Contract to any party, and to waive any irregularities or issues as to any submittal by the successful party.

B. The ultimate award by the Authority of a Contract shall not be subject to any further appeal beyond that set forth in this **Section 6.4** [and shall constitute a determination by the Authority of a determination that any Procurement Protest is without merit]. Once the Authority has approved the award of a Contract, that decision will be final and not subject to any further appeal.

C. Notwithstanding the foregoing, should any party wish to institute a suit thereafter against the Authority, that party will be obligated to post a bond in favor of the Authority for the amount of the Contract award and will reimburse the Authority for any legal fees and costs it has incurred as a result of said appeal (which will be covered by said bond). In the event any Protesting Party should bring an action against the Authority, the sole

remedy available to the Protesting Party, if it is successful, is to recover from the Authority the amount of the cash bond posted by it in the dispute resolution process. The Authority shall have no other liability or obligation whatsoever to said Protesting Party.

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SECTION 6.5:

THE PROCEDURE SET FORTH IN SECTION 6.5 (INCLUDING SECTION 6.5.1 – 6.5.4) SHALL APPLY TO ALL DISPUTES ARISING FROM CONTRACTS TO WHICH THE AUTHORITY IS A PARTY.

6.5 **Disputes Involving Contracts to Which the Authority is a Party**. Any and all controversies or claims arising out of or relating to any Contract to which the Authority is a party, or to any breaches thereof (collectively, "**Contract Disputes**") shall be resolved in accordance with the procedure set forth below, except as otherwise expressly provided to the contrary in a particular Contract. Failure to comply with each of the requirements in the applicable procedure shall result in a Waiver by the Contractor involved in the Contract Dispute.

6.5.1 **Step 1 – Director of Procurement**. The initial arbiter of any Contract Dispute shall be the Director of Procurement. The process by which disputes shall be resolved by the Director of Procurement is as follows:

A. **Delivery of Written Notice; Waiver**. The Contractor must deliver written notice (in accordance with the provisions below) of a Contract Dispute to the Director of Procurement promptly upon first obtaining actual knowledge of the dispute. Failure to promptly file written notice shall result in a Waiver by the Contractor.

B. **Content of Written Notice**. The written notice referred to above must contain the following elements:

1. an identification of the Contract involved and an identification of all of the parties thereto; and

2. a clear description of the Contract Dispute (including a reference to the contractual provisions on which the Contractor is relying) and the remedy sought.

C. **Hearing**. The Director of Procurement may, in his or her sole discretion, elect to conduct a hearing at which the Contractor will be invited to present evidence to support his, her or its position. If a hearing is held, such hearing will be conducted in accordance with procedures approved by the Chief Executive Officer. Failure by the Contractor to attend and participate in any hearing required by the Director of Procurement will result in a Waiver by the Protesting Party.

D. **Decision by Director of Procurement**. Within fifteen (15) business days of receiving written notice of a Contract Dispute, which complies with the requirements above, the Director of Procurement shall render a written decision as to the matters in dispute. In the event a hearing is held, the

aforementioned deadline shall be tolled until ten (10) days following the conclusion of the hearing.

E. **Appeal Right**. The decision rendered by the Director of Procurement shall final and binding on the Contractor, unless it is appealed in accordance with **Section 6.5.2** below.

6.5.2 **Step 2 – General Manager**. The appeal of any decision of the Source Evaluation Committee shall be rendered by the General Manager. The process by which appeals shall be rendered by the General Manager is as follows:

A. **Contract Appeal; Deadline for Filing**. If the Contractor desires to appeal the decision of the Director of Procurement, the Contractor must file a formal written appeal ("**Contract Appeal**") with the Director of Procurement. The Contract Appeal must be filed before 5:00 p.m. (local time) of the fifteenth (15th) business day following the date the Director of Procurement renders its decision in accordance with Section **6.5.1.D**. Failure to file a Contract Appeal by this deadline will result in a Waiver by the Contractor.

B. **Elements of Contract Appeal**. The Contract Appeal must include the following elements:

a. an identification of the Contract involved and an identification of all of the parties thereto; and

b. a clear explanation why the decision reached by the Director of Procurement was incorrect.

C. **Hearing**. The General Manager may, in his or her sole discretion, elect to conduct a hearing at which the Contractor may present evidence to support his, her or its position. If a hearing is held, such hearing will be conducted in accordance with procedures approved by the Chief Executive Officer. Failure by the Contractor to attend and participate in any hearing required by the General Manager will result in a Waiver by the Contractor.

D. **Decision by General Manager**. Within thirty (30) days of receiving a Contract Appeal, satisfying the filing and content requirements set forth above, the General Manager shall render a written decision as to the matters set forth in the Contract Appeal. In the event a hearing is held, the aforementioned deadline shall be tolled until ten (10) days following the conclusion of the hearing.

E. **Final Decision**. The decision rendered by the General Manager shall be final and binding upon the Contractor.

SECTION 6.5.3:

THE PROVISIONS SET FORTH IN SECTION 6.5.3 SHALL APPLY TO ALL SETTLEMENTS OF CONTRACT DISPUTES.

6.5.3 **Settlement of Disputes**. The settlement of any Contract Dispute must be approved by the Governing Board, except as provided in either **A**, **B** or **C** below:

A. **Settlements of Contract Disputes involving Minor Contracts (i.e., Contracts of $150,000 or less)**. The Chief Executive Officer or General Manager, if designated by the Chief Executive Officer, is authorized to settle any dispute, claim or controversy without first obtaining the approval of the Governing Board if each of the following two conditions is met:

1. The Contract which is the subject of the Contract Dispute is a Minor Contract; and

2. The sum of (a) the settlement amount (when such amount is totaled with all other claims or judgments paid by the Authority arising out of the same incident or occurrence) and (b) the value of the Contract does not exceed $150,000.

B. **Settlements of Contract Disputes if Timing is an Issue**. The Authority's Chief Executive Officer is authorized to settle any dispute, claim or controversy without first obtaining the approval of the Governing Board, irrespective of whether the dispute, claim or controversy involves a Minor Contract or a Major Contract, and irrespective of the amount of the settlement, if each of the following two conditions is met:

1. The Chief Executive Officer determines that the Authority will likely suffer a financial or opportunistic loss by waiting until the next regularly scheduled meeting of the Governing Board to settle the dispute, claim or controversy; and

2. The Chairman of the Governing Board has first consented to the specific settlement.

6.5.4 **Notification of Governing Board**. The Governing Board must be notified of any settlement made without its prior approval pursuant to the authorization contained in either **Section 6.5.3 A** or **B** at its first Board meeting following the settlement; then in the case of settlements under **Section B** above, notice will be given to the Governing Board as soon as practicable but in any event within ten (10) business days.

SECTION 6.6:

THE PROVISIONS SET FORTH IN SECTION 6.6 (INCLUDING SECTION 6.6.1 – 6.6.3) SHALL APPLY TO ALL DISPUTES (OTHER THAN THOSE ADDRESSED BY SECTION 6.5), INCLUDING THOSE INVOLVING WORKERS' COMPENSATION AND TORT CLAIMS.

6.6 **Settlement of Disputes**. The settlement of any dispute, claim or controversy involving the Authority (other than those addressed by **Section 6.5**), including those that arise from or that relate to torts and workers' compensation, must be approved by the Governing Board, except as provided in either **Section 6.6.1** or **6.6.2** below:

6.6.1 **Settlements of $50,000 or Less**. The Chief Executive Officer, or General Manager if designated by the Chief Executive Officer, is authorized to settle any dispute, claim or controversy without first obtaining the approval of the Governing Board if (a) the settlement amount does not exceed $50,000, when such amount is totaled with all other claims or judgments paid by the Authority arising out of the same incident or occurrence, and (b) the settlement amount is within the budget line item for settlements.

6.6.2 **Settlements over $50,000**. The Authority's Chief Executive Officer is authorized to settle any dispute, claim or controversy without first obtaining the approval of the Governing Board if each of the following two conditions is met:

A. The Chief Executive Officer determines that the Authority will likely suffer a financial or opportunistic loss by waiting until the next regularly scheduled meeting of the Governing Board to settle the dispute, claim or controversy; and

B. The Chairman of the Governing Board has first consented to the specific settlement.

6.6.3 **Notification of Governing Board**. The Governing Board must be notified of any settlement made without its prior approval pursuant to the authorization contained in either **Section 6.6.1** or **6.6.2** above at its first Board meeting following the settlement. In regard to settlements over $50,000, notice will also be given to the Governing Board as soon as practicable but in any event within ten (10) business days.

I hereby certify that the foregoing Administrative Rule 6 was adopted by the Governing Board of the Authority at its duly called meeting on July 28, 2010, and was further amended by the Governing Board of the Authority at its duly called meeting on March 22, 2012.

Deborah Morrow

Deborah Morrow, Assistant Secretary

Monthly Report A: Financial Reports

To: **LYNX Board of Directors**

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

Phone: **407.841.2279 ext: 6100**

Item Name: **Monthly Financial Reports - June 30, 2013**

Date: **7/25/2013**

Please find attached the monthly financial report for the nine months ending June 30, 2013. LYNX' Balance Sheets, Statement of Revenues, Expenses, and Changes in Net Assets (Operating Statement) for the nine months ending June 30, 2013 reflect total revenue earned in the amount of $87,170,231 and total expenses incurred in the amount of $85,836,824 resulting in a net operating profit of $1,333,407.

- Fixed route, Vanpool, and NeighborLink services resulted in an operating profit of $482,951 for the nine months of the fiscal year.
- Paratransit services resulted in an operating profit of $850,456 for the nine months of the fiscal year.

Fixed Route Operations:

The year-to-date Operating Revenues are higher than the budget at 108%. Customer fares are at 110% of the budgeted amount year-to-date, and are 105% of the budgeted amount for the month of June. LYNX' ridership continues to increase into the new fiscal year. Ridership is up by 1.97% year-over-year as of June 30, 2013. If this trend continues, LYNX' ridership will reflect a greater increase for the new fiscal year.

LYNX has experienced a significant increase in advertising revenue for the month of June 2013 and year-to-date is higher than anticipated. Actual revenues through June 2013 for advertising on buses, shelters, and in-kind (trade) transactions are $1,151,253, $1,022, and $-0-, respectively. Direct Media's staff continue to enhance LYNX' advertising program and to increase the advertising revenue stream. Direct Media's sales staff is actively seeking new clients and working with existing clients to offer an attractive and affordable advertising program.

In an attempt to stabilize fuel cost in the future, LYNX' staff entered into a fuel hedging arrangement with Merrill Lynch Commodities, Incorporated. During the month of June 2013, LYNX locked in ninety-two percent (92%) of the total monthly purchases, resulting in cap (LYNX locked) prices lower than the future (float) prices. At this time, LYNX is 1% below the budget year-to-date, primarily due to fuel hedging gains in the amount of $241,491 and less than anticipated fuel consumption. In the month of June, LYNX paid an average price of $2.97 (net)

per gallon for diesel fuel and $2.96 (net) per gallon for bio-diesel, less fuel hedging gains which is lower than the budgeted price of $3.17 (net). The national diesel fuel price for the month of June 2013 was $3.52 (net), which is an indication of potential increases in the price of fuel for LYNX throughout the year. LYNX is currently $69,964 under the budget for the fiscal year.

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

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

Paratransit Operations:

The operating profit from Paratransit operations is related to higher than anticipated customer fares and contract revenue as of June 2013. Unleaded fuel consumption for the month is higher than the budgeted as of June 2013 due to the increase in revenue hours. We have recognized fuel hedging gains year-to-date in the amount of $200,813 and fuel cost is slightly lower than anticipated. LYNX locked in sixty percent (60%) of the total monthly purchases, resulting in cap (LYNX locked) prices lower than the future (float) prices. The fuel is budgeted at a net price of $3.09 (net) per gallon in the FY2013 budget. LYNX is currently paying $2.83 (net) per gallon. The national unleaded fuel price for the month of June 2013 was $3.36 (net). This is an indication of an anticipated increase in the price of fuel for LYNX throughout the year. Also, the year-to-date purchased transportation costs are higher than the amounts budgeted due to higher trip costs. An analysis follows:

ACCESS LYNX			
FY2013	**Trips (Year-to-Date)**	**Blended Trip Rate**	**Costs**
Actual (with est.)	**523,277**	**$27.54**	**$14,408,806**
Budget (rounding)	**515,925**	**$26.38**	**$13,610,843**
Excess Trips/Costs	**7,352**	**$ 1.16**	**$ 797,963**

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

	2013	2012
ASSETS		
CURRENT ASSETS:		
Cash and cash equivalents	$ 16,314,057	$ 16,278,868
Receivables:		
Local, trade and operating assistance	10,639,730	7,009,503
Federal grants	15,997,695	16,113,347
State grants	8,298,188	8,082,620
Inventory	1,584,141	1,583,082
Prepaid expenses and other assets	687,732	1,156,465
Restricted cash and cash equivalents	3,629,387	4,157,142
Deferred outflow of resources	744,896	612,600
Total current assets	57,895,826	54,993,627
NONCURRENT ASSETS:		
Restricted cash and cash equivalents	4,195,063	4,195,063
Property and equipment:		
Land	8,571,465	8,571,465
Buildings and shelters	92,390,300	87,036,128
Revenue vehicles	114,811,717	106,864,270
Furniture, Fixtures & Equipment	26,736,331	20,685,421
Leasehold improvements	-	-
Total property and equipment	242,509,813	223,157,284
Less: accumulated depreciation	(123,432,688)	(105,752,479)
Construction in progress	12,055,478	14,684,199
Net property and equipment	131,132,603	132,089,004
Other assets	60,253	-
Total noncurrent assets	135,387,919	136,284,067
TOTAL ASSETS	$ 193,283,745	$ 191,277,694

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

	2013	2012
LIABILITIES AND NET ASSETS		
CURRENT LIABILITIES:		
Accounts payable	$ 7,921,800	$ 6,242,796
Accrued salaries and related taxes	1,741,540	1,849,619
Accrued compensated absences	3,656,202	3,575,926
Accrued self-insurance liability, current	2,128,388	1,835,748
Leases payable, current	1,210,841	1,164,286
SIB loans payable, current	5,021,344	5,006,318
Deferred operating revenue	4,712,000	4,399,940
Deferred capital	3,092,637	3,620,393
Deferred inflow of resources	744,896	612,600
Total current liabilities	30,229,648	28,307,626
NONCURRENT LIABILITIES:		
Leases payable, long-term	310,201	1,521,042
Loans payable	2,392,156	3,158,478
Accrued self-insurance liability, long-term	2,604,634	3,571,896
Total noncurrent liabilities	5,306,991	8,251,416
Total liabilities	35,536,639	36,559,042
NET ASSETS:		
Invested in capital assets, net of related debt	125,351,254	124,588,358
Restricted	536,750	536,750
Unrestricted	31,859,102	29,593,544
Total net assets	157,747,106	154,718,652
TOTAL LIABILITIES AND NET ASSETS	$ 193,283,745	$ 191,277,694

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

	Year to Date			Month of June		
	Budget	Actual	%	Budget	Actual	%
OPERATING REVENUES						
Customer Fares	$ 19,876,961	$ 21,909,980	110%	$ 2,208,548	$ 2,327,240	105%
Contract Services:						
Local Financial Assistance	6,229,527	5,612,822	90%	693,576	539,616	78%
Other Contractual Services	6,599,928	7,484,940	113%	733,326	862,302	118%
Advertising	1,143,750	1,152,275	101%	127,083	154,407	122%
Other Operating Income	312,375	255,951	82%	34,708	34,780	100%
Total Operating Revenues	34,162,541	36,415,968	107%	3,797,241	3,918,345	103%
NONOPERATING REVENUES						
Operating assistance grants:						
Federal	562,500	562,500	100%	62,500	62,500	100%
State of Florida	7,072,945	7,012,252	99%	785,883	779,139	99%
Local	29,490,834	29,437,825	100%	3,276,758	3,267,169	100%
Planning and other assistance grants:						
Federal - Commuter Rail Project	-	-	0%	-		0%
Federal - Other	14,572,836	12,786,360	88%	2,122,485	2,313,917	109%
State of Florida - Commuter Rail Project	-	-	0%	-	-	0%
State of Florida - BRT Circulator Project	-	-	0%	-	-	0%
State of Florida - Other	897,000	909,000	101%	99,667	101,000	101%
Local Matching - BRT Circulator Project	-	-	0%	-	-	0%
Local Matching - Other	-	-	0%	-	-	0%
Interest Income	112,500	39,827	35%	12,500	2,872	23%
Gain / (Loss) on Sale of Assets	-	6,499	N/A	-	(3,523)	N/A
Total Nonoperating Revenues	52,708,615	50,754,263	96%	6,359,793	6,523,074	103%
Total Revenues	86,871,156	87,170,231	100%	10,157,034	10,441,419	103%
OPERATING EXPENSES						
Salaries and Wages	30,730,378	29,459,824	96%	3,483,796	3,006,904	86%
Fringe Benefits	17,193,244	15,824,257	92%	1,841,051	1,781,087	97%
Purchased Transportation Services	14,692,167	15,603,950	106%	1,861,448	1,833,461	98%
Fuel	12,141,645	12,033,767	99%	1,350,478	1,406,534	104%
Other Materials and Supplies	4,345,288	4,759,677	110%	482,810	498,937	103%
Professional Services	2,920,196	1,851,842	63%	544,816	381,301	70%
Other Services	3,260,202	3,040,384	93%	362,244	584,214	161%
Lease and Miscellaneous Expenses	604,536	528,514	87%	67,170	92,067	137%
Casualty and Liability Insurance	1,343,607	1,212,728	90%	149,290	248,085	166%
Utilities	1,012,576	993,325	98%	112,508	108,806	97%
Taxes and Licenses	322,635	391,298	121%	35,849	3,401	9%
Interest Expense	100,988	137,258	136%	11,221	13,804	123%
Total Operating Expenses	88,667,462	85,836,824	97%	10,302,681	9,958,601	97%
OPERATING GAIN / (LOSS)	$ (1,796,306)	$ 1,333,407	N/A	$ (145,647)	$ 482,818	N/A

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY
FIXED-ROUTE, VANPOOL AND PICK-UP LINE SEGMENT
STATEMENT OF REVENUES AND EXPENSES
FOR THE MONTH OF JUNE 2013 AND THE NINE MONTHS ENDED JUNE 30, 2013
(UNAUDITED)

	Year to Date			Month of June		
	Budget	Actual	%	Budget	Actual	%
OPERATING REVENUES						
Customer Fares	$ 18,655,861	$ 20,606,838	110%	$ 2,072,871	$ 2,182,893	105%
Contract Services:						
Local Financial Assistance	6,229,527	5,612,822	90%	693,576	539,616	78%
Other Contractual Services	282,316	1,128,297	400%	31,369	152,221	485%
Advertising	1,143,750	1,152,275	101%	127,083	154,407	122%
Other Operating Income	312,375	255,951	82%	34,708	34,780	100%
Total Operating Revenues	26,623,829	28,756,183	108%	2,959,607	3,063,917	104%
NONOPERATING REVENUES						
Operating assistance grants:						
Federal	562,500	562,500	100%	62,500	62,500	100%
State of Florida	7,072,945	7,012,252	99%	785,883	779,139	99%
Local	21,323,230	21,330,763	100%	2,369,248	2,369,248	100%
Planning and other assistance grants:	-			-	-	
Federal - Commuter Rail Project	-	-	0%	-	-	0%
Federal - Other	12,192,401	10,440,284	86%	1,629,006	1,225,994	75%
State of Florida - Commuter Rail Project	-	-	0%	-	-	0%
State of Florida - BRT Circulator Project	-	-	0%	-	-	0%
State of Florida - Other	897,000	909,000	101%	99,667	101,000	101%
Local Matching - BRT Circulator Project	-	-	0%	-	-	0%
Local Matching - Other	-	-	0%	-	-	0%
Interest Income	112,500	39,827	35%	12,500	2,872	23%
Gain / (Loss) on the Sale of Assets	-	6,499	N/A	-	(3,523)	N/A
Total Nonoperating Revenues	42,160,576	40,301,125	96%	4,958,804	4,537,230	91%
Total Revenues	68,784,405	69,057,308	100%	7,918,411	7,601,147	96%
OPERATING EXPENSES						
Salaries and Wages	30,462,671	29,166,570	96%	3,453,921	2,977,676	86%
Fringe Benefits	17,022,272	15,667,977	92%	1,821,614	1,766,171	97%
Purchased Transportation Services	974,849	1,180,911	121%	108,316	105,749	98%
Fuel	10,071,132	10,001,168	99%	1,120,421	1,313,458	117%
Other Materials and Supplies	4,325,308	4,751,640	110%	480,590	498,937	104%
Professional Services	2,762,171	1,760,059	64%	527,258	367,886	70%
Other Services	3,112,100	2,844,140	91%	345,788	400,045	116%
Lease and Miscellaneous Expenses	597,842	522,056	87%	66,426	92,047	139%
Casualty and Liability Insurance	1,343,607	1,212,728	90%	149,290	248,085	166%
Utilities	967,742	953,767	99%	107,526	106,333	99%
Taxes and Licenses	289,489	376,083	130%	32,166	34,520	107%
Interest Expense	100,988	137,258	136%	11,221	13,804	123%
Total Operating Expenses	72,030,171	68,574,357	95%	8,224,537	7,924,711	96%
OPERATING GAIN / (LOSS)	$ (3,245,766)	$ 482,951	N/A	$ (306,126)	$ (323,564)	N/A

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

	Year to Date			Month of June		
	Budget	Actual	%	Budget	Actual	%
OPERATING REVENUES						
Customer Fares	$ 1,221,100	$ 1,303,142	107%	$ 135,677	$ 144,347	106%
Contract Services:						
Local Financial Assistance	-	-	0%	-	-	0%
Other Contractual Services	6,317,612	6,356,643	101%	701,957	710,081	101%
Advertising	-	-	0%	-	-	0%
Other Operating Income	-	-	0%	-	-	0%
Total Operating Revenues	7,538,712	7,659,785	102%	837,634	854,428	102%
NONOPERATING REVENUES						
Operating assistance grants:						
Federal	-	-	0%	-	-	0%
State of Florida	-	-	0%	-	-	0%
Local	8,167,604	8,107,062	99%	907,510	897,921	99%
Planning and other assistance grants:				-	-	
Federal - Commuter Rail Project	-	-	0%	-	-	0%
Federal - Other	2,380,435	2,346,076	99%	493,479	1,087,923	220%
State of Florida - Commuter Rail Project	-	-	0%	-	-	0%
State of Florida - BRT Circulator Project	-	-	0%	-	-	0%
State of Florida - Other	-	-	N/A	-	-	N/A
Local Matching - BRT Circulator Project	-	-	0%	-	-	0%
Local Matching - Other	-	-	0%	-	-	0%
Interest Income	-	-	0%	-	-	0%
Gain / (Loss) on the Sale of Assets	-	-	0%	-	-	0%
Total Nonoperating Revenues	10,548,039	10,453,138	99%	1,400,989	1,985,844	142%
Total Revenues	18,086,751	18,112,923	100%	2,238,623	2,840,272	127%
OPERATING EXPENSES						
Salaries and Wages	267,707	293,254	110%	29,875	29,228	98%
Fringe Benefits	170,972	156,280	91%	19,437	14,916	77%
Purchased Transportation Services	13,717,318	14,423,039	105%	1,753,132	1,727,712	99%
Fuel	2,070,513	2,032,599	98%	230,057	93,076	40%
Other Materials and Supplies	19,980	8,037	40%	2,220	-	0%
Professional Services	158,025	91,783	58%	17,558	13,415	76%
Other Services	148,102	196,244	133%	16,456	184,169	1119%
Lease and Miscellaneous Expenses	6,694	6,458	96%	744	20	3%
Casualty and Liability Insurance	-	-	0%	-	-	0%
Utilities	44,834	39,558	88%	4,982	2,473	50%
Taxes and Licenses	33,146	15,215	46%	3,683	(31,119)	-845%
Interest Expense	-	-	0%	-	-	0%
Total Operating Expenses	16,637,291	17,262,467	104%	2,078,144	2,033,890	98%
OPERATING GAIN / (LOSS)	$ 1,449,460	$ 850,456	N/A	$ 160,479	$ 806,382	N/A

Monthly Report B: Financial Reports

To: **LYNX Board of Directors**

From: **Blanche Sherman**
DIRECTOR OF FINANCE
Patricia Bryant[1]
(Technical Contact)

Phone: **407.841.2279 ext: 6100**

Item Name: **Monthly Financial Reports - May 31, 2013**

Date: **7/25/2013**

Please find attached the monthly financial report for the eight months ending May 31, 2013. LYNX' Balance Sheets, Statement of Revenues, Expenses, and Changes in Net Assets (Operating Statement) for the eight months ending May 31, 2013 reflect total revenue earned in the amount of $76,728,816 and total expenses incurred in the amount of $75,878,218 resulting in a net operating profit of $850,598.

- Fixed route, Vanpool, and NeighborLink services resulted in an operating profit of $806,523 for the eight months of the fiscal year.
- Paratransit services resulted in an operating profit of $44,075 for the eight months of the fiscal year.

Fixed Route Operations:

The year-to-date Operating Revenues are higher than the budget at 109%. Customer fares are at 111% of the budgeted amount year-to-date, and are 106% of the budgeted amount for the month of May. LYNX' ridership continues to increase into the new fiscal year. Ridership is up by 2.16% year-over-year as of May 31, 2013. If this trend continues, LYNX' ridership will reflect a greater increase for the new fiscal year.

LYNX has experienced a significant increase in advertising revenue for the month of May 2013 and year-to-date is higher than anticipated. Actual revenues through May 2013 for advertising on buses, shelters, and in-kind (trade) transactions are $996,846, $1,022, and $-0-, respectively. Direct Media's staff continue to enhance LYNX' advertising program and to increase the advertising revenue stream. Direct Media's sales staff is actively seeking new clients and working with existing clients to offer an attractive and affordable advertising program.

In an attempt to stabilize fuel cost in the future, LYNX' staff entered into a fuel hedging arrangement with Merrill Lynch Commodities, Incorporated. During the month of May 2013, LYNX locked in ninety-seven percent (97%) of the total monthly purchases, resulting in cap (LYNX locked) prices lower than the future (float) prices. At this time, LYNX is 3% below the

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budget year-to-date, primarily due to fuel hedging gains in the amount of $245,782 and less than anticipated fuel consumption. In the month of May, LYNX paid an average price of $2.97 (net) per gallon for diesel fuel and $2.95 (net) per gallon for bio-diesel, less fuel hedging gains which is lower than the budgeted price of $3.17 (net). The national diesel fuel price for the month of May 2013 was $3.54 (net), which is an indication of potential increases in the price of fuel for LYNX throughout the year. LYNX is currently $263,002 under the budget for the fiscal year.

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

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

Paratransit Operations:

The operating profit from Paratransit operations is related to higher than anticipated customer fares and contract revenue as of May 2013. Unleaded fuel consumption for the month is higher than the budgeted as of May 2013 due to the increase in revenue hours. Although we have recognized fuel hedging gains year-to-date in the amount of $177,490, fuel cost is slightly higher than anticipated. LYNX locked in fifty-five percent (55%) of the total monthly purchases, resulting in cap (LYNX locked) prices lower than the future (float) prices. The fuel is budgeted at a net price of $3.09 (net) per gallon in the FY2013 budget. LYNX is currently paying $2.87 (net) per gallon. The national unleaded fuel price for the month of May 2013 was $3.35 (net). This is an indication of an anticipated increase in the price of fuel for LYNX throughout the year. Also, the year-to-date purchased transportation costs are higher than the amounts budgeted due to higher trip costs. An analysis follows:

ACCESS LYNX			
FY2013	**Trips (Year-to-Date)**	**Blended Trip Rate**	**Costs**
Actual (with est.)	**461,366**	**$27.39**	**$12,637,174**
Budget (rounding)	**458,600**	**$25.93**	**$11,893,025**
Excess Trips/Costs	**2,766**	**$ 1.46**	**$ 744,149**

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

	2013	2012
ASSETS		
CURRENT ASSETS:		
Cash and cash equivalents	$ 24,366,316	$ 18,286,654
Receivables:		
Local, trade and operating assistance	6,335,582	5,433,611
Federal grants	11,527,971	15,016,488
State grants	7,661,087	7,024,225
Inventory	1,618,991	1,548,340
Prepaid expenses and other assets	677,934	1,266,477
Restricted cash and cash equivalents	3,482,551	4,073,385
Deferred outflow of resources	744,896	612,600
Total current assets	56,415,328	53,261,780
NONCURRENT ASSETS:		
Restricted cash and cash equivalents	4,195,063	4,195,063
Property and equipment:		
Land	8,571,465	8,571,465
Buildings and shelters	92,390,301	87,036,128
Revenue vehicles	114,326,152	104,830,757
Furniture, Fixtures & Equipment	25,356,168	20,410,952
Leasehold improvements	-	-
Total property and equipment	240,644,086	220,849,302
Less: accumulated depreciation	(123,595,752)	(104,223,686)
Construction in progress	13,245,621	14,295,574
Net property and equipment	130,293,955	130,921,190
Other assets	60,253	-
Total noncurrent assets	134,549,271	135,116,253
TOTAL ASSETS	$ 190,964,599	$ 188,378,033

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

	2013	2012
LIABILITIES AND NET ASSETS		
CURRENT LIABILITIES:		
Accounts payable	$ 7,552,555	$ 3,905,950
Accrued salaries and related taxes	1,869,477	2,733,471
Accrued compensated absences	3,656,202	3,575,926
Accrued self-insurance liability, current	2,128,388	1,835,748
Leases payable, current	1,210,841	1,164,286
SIB loans payable, current	5,021,344	5,006,318
Deferred operating revenue	4,104,164	3,817,230
Deferred capital	2,945,802	3,536,635
Deferred inflow of resources	744,896	612,600
Total current liabilities	29,233,669	26,188,164
NONCURRENT LIABILITIES:		
Leases payable, long-term	310,201	1,521,042
Loans payable	2,392,156	3,158,478
Accrued self-insurance liability, long-term	2,604,634	3,571,896
Total noncurrent liabilities	5,306,991	8,251,416
Total liabilities	34,540,660	34,439,580
NET ASSETS:		
Invested in capital assets, net of related debt	124,510,902	123,628,306
Restricted	536,750	536,750
Unrestricted	31,376,287	29,773,397
Total net assets	156,423,939	153,938,453
TOTAL LIABILITIES AND NET ASSETS	$ 190,964,599	$ 188,378,033

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

	Year to Date			Month of May		
	Budget	Actual	%	Budget	Actual	%
OPERATING REVENUES						
Customer Fares	$ 17,668,407	$ 19,582,740	111%	$ 2,208,548	$ 2,356,595	107%
Contract Services:						
Local Financial Assistance	5,535,953	5,073,207	92%	693,576	595,017	86%
Other Contractual Services	5,866,603	6,622,640	113%	733,326	890,712	121%
Advertising	1,016,667	997,868	98%	127,083	87,581	69%
Other Operating Income	277,667	221,172	80%	34,708	33,632	97%
Total Operating Revenues	30,365,297	32,497,627	107%	3,797,241	3,963,537	104%
NONOPERATING REVENUES						
Operating assistance grants:						
Federal	500,000	500,000	100%	62,500	62,500	100%
State of Florida	6,287,062	6,233,113	99%	785,883	779,139	99%
Local	26,214,070	26,170,655	100%	3,276,758	3,267,169	100%
Planning and other assistance grants:						
Federal - Commuter Rail Project	-	-	0%	-		0%
Federal - Other	12,450,351	10,472,444	84%	2,122,485	1,330,808	63%
State of Florida - Commuter Rail Project	-	-	0%	-	-	0%
State of Florida - BRT Circulator Project	-	-	0%	-	-	0%
State of Florida - Other	797,333	808,000	101%	99,667	101,000	101%
Local Matching - BRT Circulator Project	-	-	0%	-	-	0%
Local Matching - Other	-	-	0%	-	-	0%
Interest Income	100,000	36,955	37%	12,500	3,956	32%
Gain / (Loss) on Sale of Assets	-	10,022	N/A	-	1,038	N/A
Total Nonoperating Revenues	46,348,816	44,231,189	95%	6,359,793	5,545,610	87%
Total Revenues	76,714,113	76,728,816	100%	10,157,034	9,509,147	94%
OPERATING EXPENSES						
Salaries and Wages	27,246,580	26,452,920	97%	3,483,796	3,567,623	102%
Fringe Benefits	15,352,192	14,043,169	91%	1,841,051	1,866,828	101%
Purchased Transportation Services	12,830,721	13,770,488	107%	1,861,448	1,989,081	107%
Fuel	10,791,168	10,627,233	98%	1,350,478	1,351,472	100%
Other Materials and Supplies	3,862,477	4,260,739	110%	482,810	545,614	113%
Professional Services	2,375,380	1,470,541	62%	544,816	(8,553)	-2%
Other Services	2,897,957	2,456,168	85%	362,244	585,915	162%
Lease and Miscellaneous Expenses	537,365	436,447	81%	67,170	62,140	93%
Casualty and Liability Insurance	1,194,317	964,642	81%	149,290	186,994	125%
Utilities	900,068	884,520	98%	112,508	140,292	125%
Taxes and Licenses	286,787	387,897	135%	35,849	15,504	43%
Interest Expense	89,767	123,454	138%	11,221	14,289	127%
Total Operating Expenses	78,364,779	75,878,218	97%	10,302,681	10,317,199	100%
OPERATING GAIN / (LOSS)	$ (1,650,666)	$ 850,598	N/A	$ (145,647)	$ (808,052)	N/A

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

	Year to Date			Month of May		
	Budget	Actual	%	Budget	Actual	%
OPERATING REVENUES						
Customer Fares	$ 16,582,986	$ 18,423,945	111%	$ 2,072,871	$ 2,195,851	106%
Contract Services:						
Local Financial Assistance	5,535,953	5,073,207	92%	693,576	595,017	86%
Other Contractual Services	250,948	976,077	389%	31,369	190,823	608%
Advertising	1,016,667	997,868	98%	127,083	87,581	69%
Other Operating Income	277,667	221,172	80%	34,708	33,632	97%
Total Operating Revenues	23,664,221	25,692,269	109%	2,959,607	3,102,904	105%
NONOPERATING REVENUES						
Operating assistance grants:						
Federal	500,000	500,000	100%	62,500	62,500	100%
State of Florida	6,287,062	6,233,113	99%	785,883	779,139	99%
Local	18,953,981	18,961,515	100%	2,369,248	2,369,248	100%
Planning and other assistance grants:	-			-	-	
Federal - Commuter Rail Project	-	-	0%	-	-	0%
Federal - Other	10,563,394	9,214,291	87%	1,629,006	1,162,164	71%
State of Florida - Commuter Rail Project	-	-	0%	-	-	0%
State of Florida - BRT Circulator Project	-	-	0%	-	-	0%
State of Florida - Other	797,333	808,000	101%	99,667	101,000	101%
Local Matching - BRT Circulator Project	-	-	0%	-	-	0%
Local Matching - Other	-	-	0%	-	-	0%
Interest Income	100,000	36,955	37%	12,500	3,956	32%
Gain / (Loss) on the Sale of Assets	-	10,022	N/A	-	1,038	N/A
Total Nonoperating Revenues	37,201,770	35,763,896	96%	4,958,804	4,479,045	90%
Total Revenues	60,865,991	61,456,165	101%	7,918,411	7,581,949	96%
OPERATING EXPENSES						
Salaries and Wages	27,008,747	26,188,893	97%	3,453,921	3,533,588	102%
Fringe Benefits	15,200,657	13,901,806	91%	1,821,614	1,849,241	102%
Purchased Transportation Services	866,532	1,075,161	124%	108,316	110,242	102%
Fuel	8,950,712	8,687,710	97%	1,120,421	1,062,737	95%
Other Materials and Supplies	3,844,717	4,252,702	111%	480,590	541,525	113%
Professional Services	2,234,913	1,392,174	62%	527,258	(22,660)	-4%
Other Services	2,766,311	2,444,093	88%	345,788	573,840	166%
Lease and Miscellaneous Expenses	531,416	430,009	81%	66,426	61,553	93%
Casualty and Liability Insurance	1,194,317	964,642	81%	149,290	186,994	125%
Utilities	860,215	847,435	99%	107,526	134,890	125%
Taxes and Licenses	257,323	341,563	133%	32,166	10,276	32%
Interest Expense	89,767	123,454	138%	11,221	14,289	127%
Total Operating Expenses	63,805,627	60,649,642	95%	8,224,537	8,056,515	98%
OPERATING GAIN / (LOSS)	$ (2,939,636)	$ 806,523	N/A	$ (306,126)	$ (474,566)	N/A

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

	Year to Date			Month of May		
	Budget	Actual	%	Budget	Actual	%
OPERATING REVENUES						
Customer Fares	$ 1,085,421	$ 1,158,795	107%	$ 135,677	$ 160,744	118%
Contract Services:						
Local Financial Assistance	-	-	0%	-	-	0%
Other Contractual Services	5,615,655	5,646,563	101%	701,957	699,889	100%
Advertising	-	-	0%	-	-	0%
Other Operating Income	-	-	0%	-	-	0%
Total Operating Revenues	6,701,076	6,805,358	102%	837,634	860,633	103%
NONOPERATING REVENUES						
Operating assistance grants:						
Federal	-	-	0%	-	-	0%
State of Florida	-	-	0%	-	-	0%
Local	7,260,089	7,209,140	99%	907,510	897,921	99%
Planning and other assistance grants:				-	-	
Federal - Commuter Rail Project	-	-	0%	-	-	0%
Federal - Other	1,886,957	1,258,153	67%	493,479	168,644	34%
State of Florida - Commuter Rail Project	-	-	0%	-	-	0%
State of Florida - BRT Circulator Project	-	-	0%	-	-	0%
State of Florida - Other	-	-	0%	-	-	0%
Local Matching - BRT Circulator Project	-	-	0%	-	-	0%
Local Matching - Other	-	-	0%	-	-	0%
Interest Income	-	-	0%	-	-	0%
Gain / (Loss) on the Sale of Assets	-	-	0%	-	-	0%
Total Nonoperating Revenues	9,147,046	8,467,293	93%	1,400,989	1,066,565	76%
Total Revenues	15,848,122	15,272,651	96%	2,238,623	1,927,198	86%
OPERATING EXPENSES						
Salaries and Wages	237,833	264,027	111%	29,875	34,035	114%
Fringe Benefits	151,535	141,363	93%	19,437	17,587	90%
Purchased Transportation Services	11,964,189	12,695,327	106%	1,753,132	1,878,839	107%
Fuel	1,840,456	1,939,523	105%	230,057	288,735	126%
Other Materials and Supplies	17,760	8,037	45%	2,220	4,089	184%
Professional Services	140,467	78,367	56%	17,558	14,107	80%
Other Services	131,646	12,075	9%	16,456	12,075	73%
Lease and Miscellaneous Expenses	5,949	6,438	108%	744	587	79%
Casualty and Liability Insurance	-	-	0%	-	-	0%
Utilities	39,853	37,085	93%	4,982	5,402	108%
Taxes and Licenses	29,464	46,334	157%	3,683	5,228	142%
Interest Expense	-	-	0%	-	-	0%
Total Operating Expenses	14,559,152	15,228,576	105%	2,078,144	2,260,684	109%
OPERATING GAIN / (LOSS)	$ 1,288,970	$ 44,075	N/A	$ 160,479	$ (333,486)	N/A

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

To: **LYNX Board of Directors**

From: **Stuart Boggs**
DIRECTOR OF PLANNING & DEVELOP
Blanche Sherman
(Technical Contact)
Jeffrey Reine
(Technical Contact)
Belinda Balleras
(Technical Contact)

Phone: **407.841.2279 ext: 6009**

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

Date: **7/25/2013**

LYNX received over $29.6 million in a 2009 American Recovery and Reinvestment Act (ARRA) Grant. The majority of the 19 projects approved in this grant are substantially completed. The renovation to the Colonial superstop was completed June 2013. As of May 2013, LYNX has encumbered $26.574 million or 89.8 percent of the total funds awarded. Of this amount, a total of $24.76 million was spent.

With many of the original ARRA projects completed under budget, LYNX had the opportunity to use these savings on other related projects as well as pursue a budget revision to fund the FY 2013 capital cost of contracted paratransit services. The proposed reallocation of savings was Board authorized in April 2013. LYNX submitted a budget revision to the FTA for the reallocation of approximately $1.8 million in savings which is currently under FTA review.

FTA has also formally approved the ARRA waiver request submitted last year and further solicited a 2nd waiver for funding balances after September 2013 which could be at risk of deobligation by October 2013. Pending approval of the budget revision for the capital cost of contracting and completion of remaining projects, LYNX submitted in May waiver #2 which is an amendment to the existing waiver to increase the amount of carryover to FY 2014.

We will continue working with the Federal Transit Administration (FTA) to allow us to use the project savings to ensure maximum use of the funds before the end of FY 2013 and complete the remaining projects based on waiver #2 commitment to fully spend ARRA funds before June 2014.

The next 1512 quarterly report is due July 10, 2013.

Monthly Report D: Ridership Report

To: **LYNX Board of Directors**

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

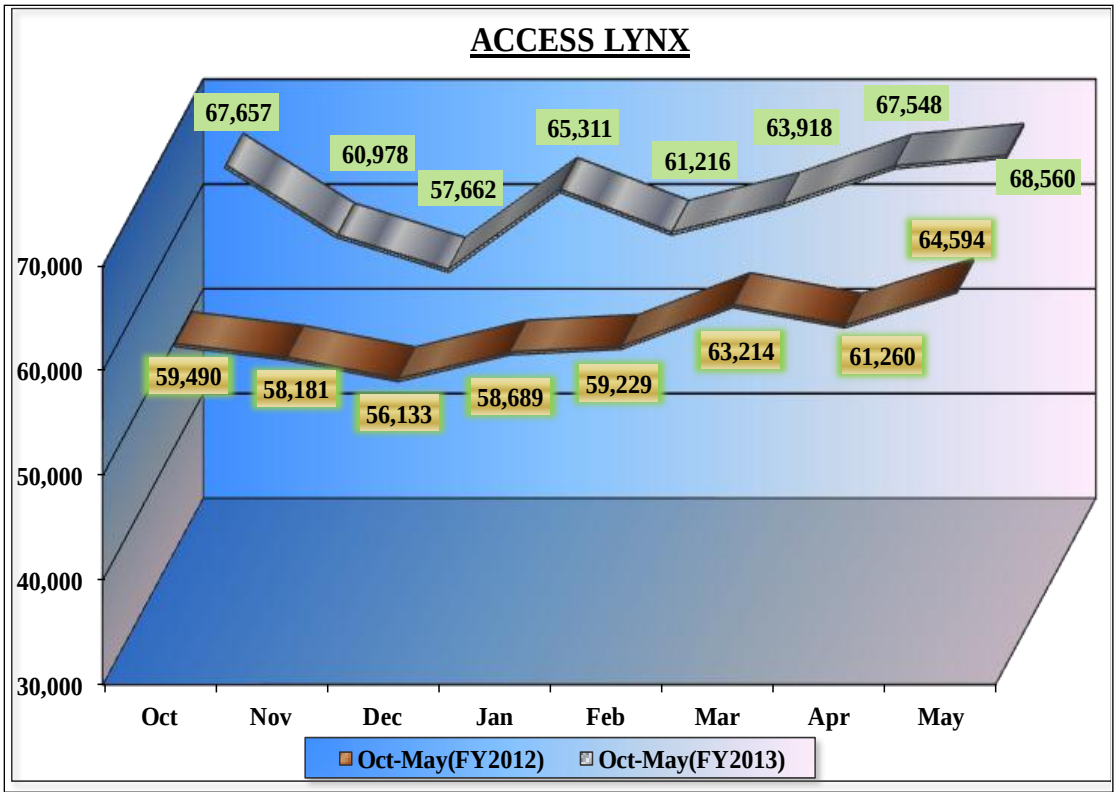
Phone: **407.841.2279 ext: 6009**

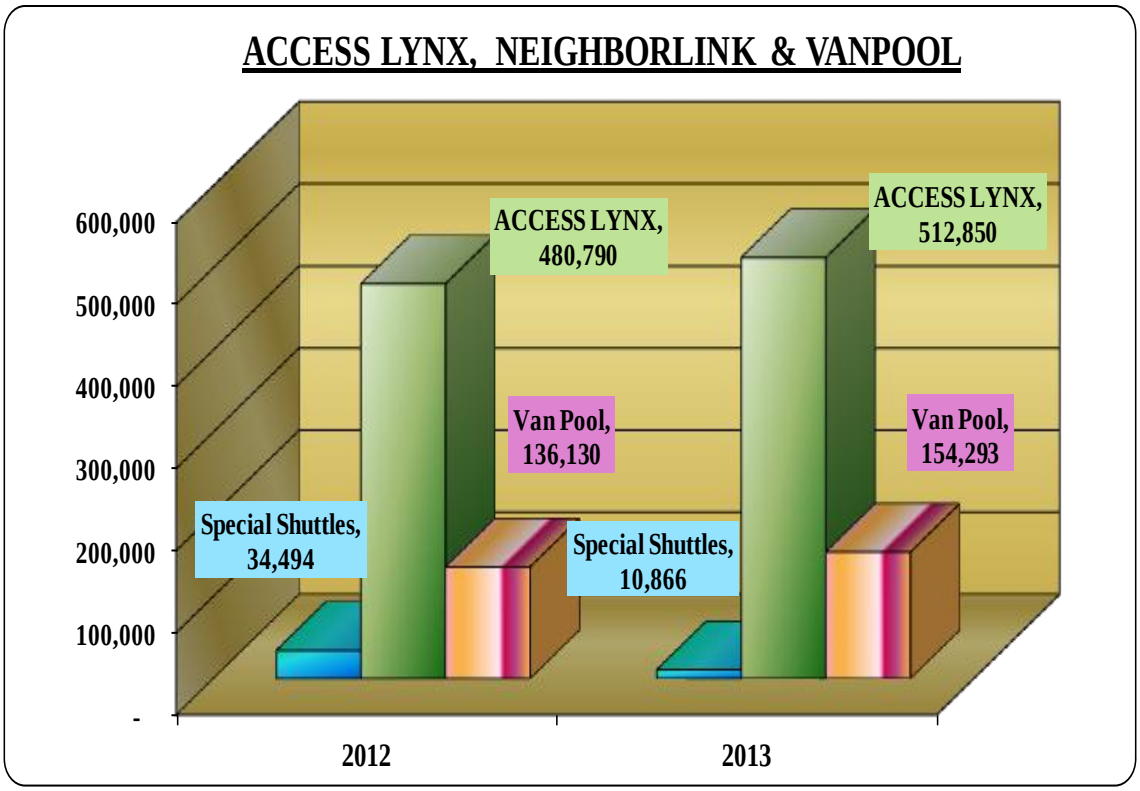
Item Name: **Ridership Report May 2013**

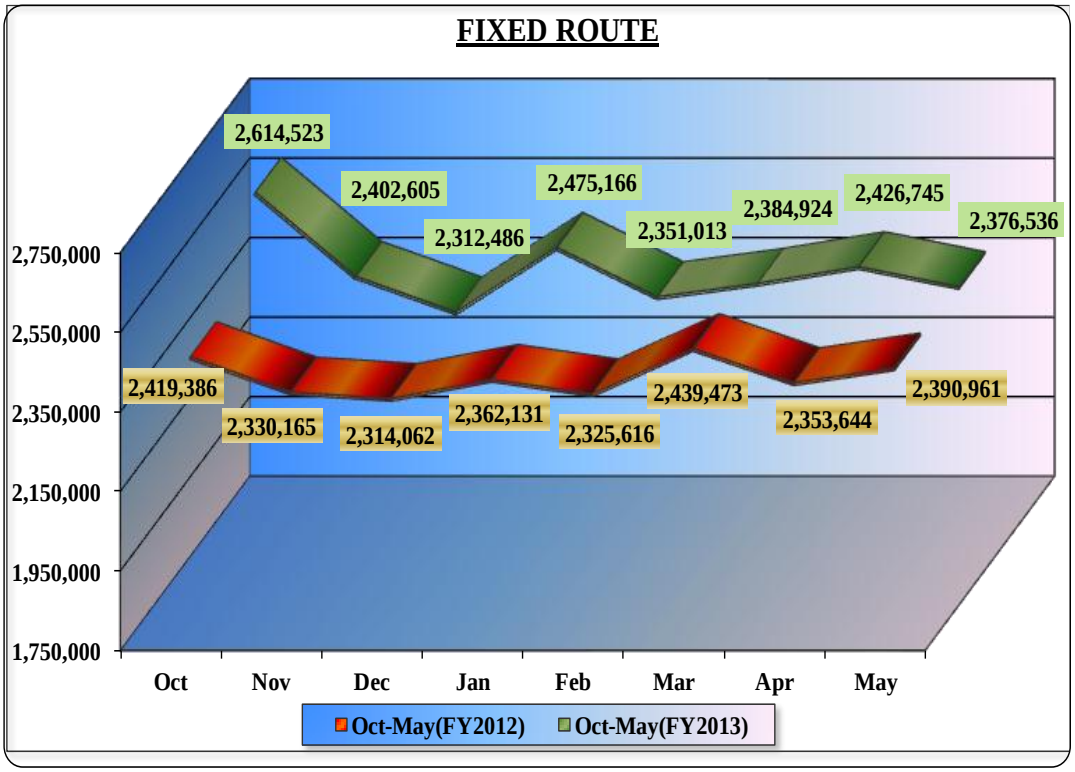
Date: **7/25/2013**

Year to date (October- May)

Service Mode	*Oct-May(FY2012)*	*Oct-May(FY2013)*	*% Change*
LYMMO	597,432	566,282	-5.21%
Fixed Route	18,241,728	18,682,763	2.42%
NeighborLink	96,278	94,953	-1.38%
SUBTOTAL - FIXED ROUTE	18,935,438	19,343,998	2.16%
Special Shuttles	34,494	10,866	N/A
ACCESS LYNX	480,790	512,850	6.67%
Van Pool	136,130	154,293	13.34%
SUBTOTAL - OTHER SERVICES	651,414	678,009	4.08%
TOTAL ALL SERVICES	19,586,852	20,022,007	2.22%


ACCESS LYNX
67,657
60,978
57,662
65,311
61,216
63,918
67,548
68,560
64,594
63,214
61,260
59,490
58,181
56,133
58,689
59,229
70,000
60,000
50,000
40,000
30,000
Oct
Nov
Dec
Jan
Feb
Mar
Apr
May
Oct-May(FY2012)
Oct-May(FY2013)


ACCESS LYNX, NEIGHBORLINK & VANPOOL
600,000
500,000
400,000
300,000
200,000
100,000
-
ACCESS LYNX, 480,790
ACCESS LYNX, 512,850
Van Pool, 136,130
Van Pool, 154,293
Special Shuttles, 34,494
Special Shuttles, 10,866
2012
2013


FIXED ROUTE
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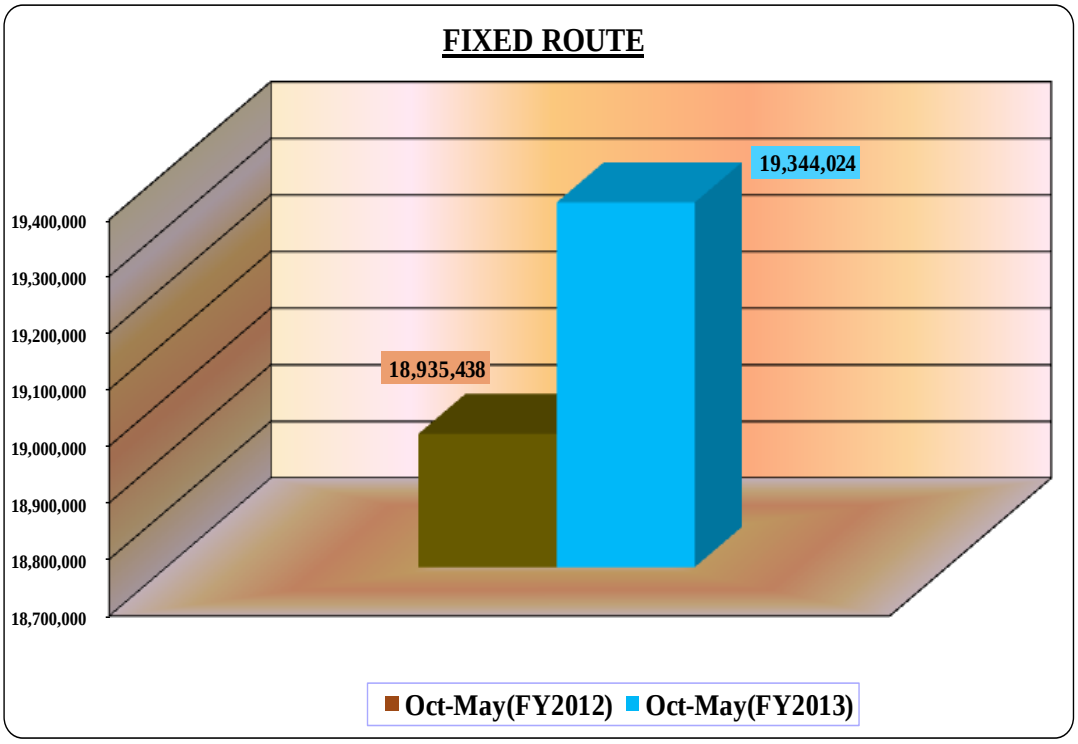
2,402,605
2,312,486
2,475,166
2,351,013
2,384,924
2,426,745
2,376,536
2,419,386
2,330,165
2,314,062
2,362,131
2,325,616
2,439,473
2,353,644
2,390,961
2,750,000
2,550,000
2,350,000
2,150,000
1,950,000
1,750,000
Oct
Nov
Dec
Jan
Feb
Mar
Apr
May
Oct-May(FY2012)
Oct-May(FY2013)


FIXED ROUTE
19,344,024
18,935,438
19,400,000
19,300,000
19,200,000
19,100,000
19,000,000
18,900,000
18,800,000
18,700,000
Oct-May(FY2012)
Oct-May(FY2013)

Average Daily Ridership by Mode

Service Mode	*Day*	*May-12*	*May-13*	*% Change*
LYMMO	Weekday	3,206	2,890	-9.86%
	Saturday	1,174	1,178	0.38%
	Sunday	864	888	2.73%
All Other Links	Weekday	85,603	85,297	-0.36%
	Saturday	60,397	61,003	1.00%
	Sunday	34,903	30,080	-13.82%
Total Fixed Route	Weekday	88,809	88,187	-0.70%
	Saturday	61,570	62,181	0.99%
	Sunday	35,768	30,968	-13.42%
ACCESS LYNX	Weekday	2,990	2,657	-11.14%
	Saturday	1,316	1,100	-16.45%
	Sunday	438	467	6.68%
NeighborLink	Weekday	484	480	-0.74%
	Saturday	314	305	-2.87%
Van Pool	Weekday	706	1,069	51.51%
	Saturday	148	218	47.30%
	Sunday	152	234	54.13%
TOTAL	**Weekday**	**92,989**	**92,394**	**-0.64%**
LYNX	**Saturday**	**63,349**	**63,804**	**0.72%**
SERVICES	**Sunday**	**36,357**	**31,669**	**-12.90%**

The following new links were added in December 2012

Link 416 – Poinciana/ Haines City
Link 427 – US 27/ Haines City

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

Link 212 – UCF Shuttle

Service Mode	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	TOTAL YEAR
LYMMO	79,272	67,129	61,048	72,883	70,022	70,320	73,769	71,839					566,282
Fixed Route	2,522,633	2,324,013	2,240,871	2,390,425	2,269,566	2,302,479	2,340,319	2,292,457					18,682,763
NeighborLink	12,618	11,463	10,567	11,858	11,425	12,125	12,657	12,240					94,953
SUBTOTAL - FIXED ROUTE	2,614,523	2,402,605	2,312,486	2,475,166	2,351,013	2,384,924	2,426,745	2,376,536	-	-	-	-	19,343,998
Special Shuttles	50	52	1,834	5,307	1,098	139	661	1,725					10,866
ACCESS LYNX	67,657	60,978	57,662	65,311	61,216	63,918	67,548	68,560					512,850
VanPlan	18,552	16,304	16,215	19,384	18,684	20,307	21,652	23,195					154,293
SUBTOTAL - OTHER SERVICES	86,259	77,334	75,711	90,002	80,998	84,364	89,861	93,480	-	-	-	-	678,009
TOTAL ALL SERVICES	**2,700,782**	**2,479,939**	**2,388,197**	**2,565,168**	**2,432,011**	**2,469,288**	**2,516,606**	**2,470,016**					**20,022,007**

% Change From Fiscal Year 2012 To Fiscal Year 2013

Service Mode	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	TOTAL YEAR
LYMMO	-2.3%	-10.5%	-13.6%	-0.4%	-3.9%	-2.5%	1.1%	-9.7%					-5.2%
Fixed Route	8.5%	3.6%	0.4%	5.0%	1.3%	-2.2%	3.1%	-0.3%					2.4%
NeighborLink	2.8%	-4.7%	-11.6%	-4.5%	-4.3%	1.1%	7.5%	2.9%					-1.4%
SUBTOTAL - FIXED ROUTE	8.1%	3.1%	-0.1%	4.8%	1.1%	-2.2%	3.1%	-0.6%					2.2%
Special Shuttles		-99.7%	-84.0%	48.0%	68.7%	-60.1%	352.7%	771.2%					-68.5%
ACCESS LYNX	13.7%	4.8%	2.7%	11.3%	3.4%	1.1%	10.3%	6.1%					6.7%
VanPlan	7.7%	-2.1%	8.4%	13.2%	7.8%	12.9%	19.9%	38.1%					13.3%
SUBTOTAL - OTHER SERVICES	12.4%	-16.8%	-8.3%	13.3%	4.9%	3.5%	13.1%	14.6%					4.1%
TOTAL ALL SERVICES	**8.2%**	**2.3%**	**-0.4%**	**5.1%**	**1.2%**	**-2.1%**	**3.4%**	**-0.1%**					**2.2%**

Fiscal Year 2012

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

Monthly Report E: Planning and Development Report

To: **LYNX Board of Directors**

From: **Stuart Boggs**
DIRECTOR OF PLANNING & DEVELOP
Andrea Ostrodka
(Technical Contact)
Stanimira Bourova
(Technical Contact)
Prahallad Vijayvargiya
(Technical Contact)

Phone: **407.841.2279 ext: 6009**

Item Name: **Planning and Development Report**

Date: **7/25/2013**

STRATEGIC PLANNING

COMPREHENSIVE OPERATIONAL ANALYSIS (COA)

LYNX Staff and its consultant team have completed an initial assessment of each route as well as draft service standards and recommendations. These, along with results from the Operator Survey and public input, were presented to the LYNX Regional Working Group during a workshop on June 13, 2013. Staff representing Seminole, Osceola, and Orange counties; the cities of Orlando, Longwood, Casselberry, Altamonte Springs, Apopka and Kissimmee; as well as MetroPlan Orlando and FDOT/ReThink were present. The project team is currently working on revisions based on input received.

US 192 ALTERNATIVES ANALYSIS

The US 192 AA project team completed the ridership and cost analyses for the short list of alternatives, including a no build, TSP, and three build scenarios. The team analyzed the alternatives against the Tier 3 screening criteria and presented the analysis to the Project Advisory Working Group (PAWG) for discussion and comment. The PAWG includes staff representing LYNX, Osceola County, City of Kissimmee, City of St. Cloud, MetroPlan Orlando, FDOT, Federal Transit Administration (FTA) and the Lake-Sumter MPO. The team began to prepare for presentations of this process, as well as the recommended alternative to the Community Liaison Group, and local government advisory committees and commissions.

SR 50 ALTERNATIVES ANALYSIS

The SR 50 AA project team has completed the initial data collection and analysis phase of the project and is preparing for its second meeting with local government stakeholders, as well as

initial meetings with the business community, public and community organizations. Initial findings, as well as a draft purpose and need statement, will be presented and discussed.

GEOGRAPHIC INFORMATION SYSTEM (GIS)

LYNX and the project team from Data Transfer Solutions continue working on the Bus Stop Accessibility Study and Database Design project. LYNX has places orders for purchasing the necessary hardware and software to support the implementation of the VUEWorks. The collected stop and shelter information is currently located within test database environment installed by DTS on their servers. LYNX's staff has been granted access to allow access to the data and the reporting functionality. LYNX GIS team started work on the design of the supporting SDE database with the necessary base map information to support VUE Works.

The GIS staff worked with Service Planning and Grants on the evaluation and service analysis for proposed transit service improvements that could be funded if 1c sales tax is added for Seminole County. A web based map was used during the discussions and number of maps was provided to support the proposal. With this and other projects LYNX' GIS team continue exploring the possibility of using ArcGIS Online to serve transit and GIS maps and data to different users and platforms, including the mobile Android, iPhone and iPad.

The GIS staff have gathered and created an image catalog with the most recent high resolution, aerial photography for LYNX' service area. A layer file was shared with all LYNX' GIS software users. This imagery will be used as supporting basemap for VUE Works web application and the GIS Server Mobile Component.

GIS, IT and Service Planning staff completed the work on automation of the process for updating the base map data for all Trapeze database products currently used by LYNX. The developed tool will allow for regular basemap updates, using the most current NavTeq dataset provided by FDOT. The new street basemap imported in Trapeze FX has the street segments necessary for the Commuter rail feeder services.

SERVICE PLANNING

AUGUST 11, 2013 SERVICE ADJUSTMENTS

As part of LYNX efforts to communicate and assess public opinion on the proposed August service changes, staff undertook the following activities:

- The proposed changes have been posted on the web site and social media feeds.
- Review of public comments received by Customer Service.
- Notices have been placed in the terminal lobby and a banner has been hung in the terminal.
- Posting the proposed changes flyer in all the buses in the fleet.
- Public outreach efforts were held at the following locations and dates:

- July 15th – Lynx Central Station
- July 16th – Osceola Mall, Seminole Town Center
- July 17th - Lynx Central Station, Florida Mall
- July 18th – Seminole Town Center, Osceola Mall

- Beginning on July 29th and continuing through August 12th, LYNX staff will provide living alerts to transit riders to familiarize them with the August service changes.

GRANTS

Orlando Housing Authority (OHA) Partnership:
Staff is preparing service proposals to present to OHA staff. Once presented and discussed, through the Memorandum of Agreement (MOA), transportation plans will be finalized.

Veterans Transportation Resources and Community Services (TRACS):
Staff re-released in May 2013, a Request for Proposals (RFP) for Consultant Services to design, deploy, and evaluate a one-stop utility to assist veterans, their families, and the general public with obtaining information about transportation resource available to them, and the various community services that can be accessed via those transportation options. Two proposals were received by the deadline (June 12, 2013), and were evaluated by the Source Evaluation Committee (SEC) June 27, 2013.

The Human Services Mobility Transportation Coordinator (HSMTC) attended the CTAA Expo in Albuquerque (June 4-7, 2013) and participated in workshops with other VTCLI grantees; discussed projects with agencies engaging in coordination and mobility management activities.

The HSMTC participated in numerous conference calls regarding practices and technology applicable to the VTCLI program.

Federal Transit Administration (FTA) June 2013 Quarterly Meeting
FTA's Quarterly Oversight Meeting was held at the Lynx Central Station on June 6, 2013. Dr. Yvette Taylor, FTA Regional Administrator was in attendance along with several members of her staff from the Region IV (Atlanta) office. Although the agenda was pretty extensive; all items were addressed in detail. Included as items for discussion were both, the Parramore BRT Expansion and the East/West Downtown Circulator Projects. LYNX staff provided a thorough report on the status and progress of both projects; advising that the East/West Downtown circulator Project is currently ahead of schedule and the design for the Parramore BRT Expansion Project is ninety-percent (90%) complete and is currently being reviewed by LYNX and its contractor. The next meeting will (tentatively) be held in Atlanta at the end of August 2013.

American Recovery and Reinvestment Act (ARRA)
With many of the original ARRA projects completed under budget, LYNX had the opportunity to use these savings on other related projects as well as pursue a budget revision to fund the FY 2013 capital cost of contracted paratransit services. The proposed reallocation of savings was

Board authorized in April 2013. LYNX submitted a budget revision to the FTA for the reallocation of approximately $1.8 million in savings which is currently under FTA review.

FTA has also formally approved the ARRA waiver request submitted last year and further solicited a 2nd waiver for funding balances after September 2013 which could be at risk of de-obligation by October 2013. Pending approval of the budget revision for the capital cost of contracting and completion of remaining projects, LYNX submitted in May waiver #2 which is an amendment to the existing waiver to increase the amount of carryover to FY 2014.

Staff will continue working with the Federal Transit Administration (FTA) to allow LYNX to use the project savings to ensure maximum use of the funds before the end of FY 2013 and complete the remaining projects based on waiver #2 commitment to fully ARRA spend funds before June 2014.

Monthly Report F: Communications Report

To: **LYNX Board of Directors**

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

Phone: **407.841.2279 ext: 6206**

Item Name: **Communications Report**

Date: **7/25/2013**

Advertising Sales

ADVERTISING SALES	MAY 2013	JUNE 2013
Advertising Sales Revenue	$85,081	$151,907
Net Revenue to LYNX Fiscal Year to Date	$977,868	$1,129,775

Website Usage

WEBSITE USAGE	MAY 2013	JUNE 2013
Total Page Views	372,880	337,721
Total User Visits	94,101	88,357

SOCIAL MEDIA USAGE	MAY 2013	JUNE 2013
Facebook Likes	1,181	1,232
Facebook – # of People Talking About Us	208	106
Twitter Followers	408	428

Vanpool Program

VANPOOLS	MAY 2013	JUNE 2013
Vanpool Participants	602	675*
Total Revenue Miles YTD	999,064	1,185,946*
New Vanpools	8	3
Returned Vanpools	0	0
Current Vans in Service	69	73
Pending Vanpool Interest	KSC (1)	KSC (1)
	TSA (3)	TSA (3)
	DEPARTMENT OF DEFENSE (1)	DEPARTMENT OF DEFENSE (2)
	VETERANS AFFAIRS (5)	VETERANS AFFAIRS (7)
	LOCKHEED MARTIN(1)	LOCKHEED MARTIN(1)
	COLEMAN PRISON(3)	COLEMAN PRISON(5)
	DISNEY(20)	DISNEY(20)
	USCIS(1)	USCIS(1)
Phone Inquiries	45	36

*Estimated numbers

Hurricane Expo

On June 1, LYNX hosted a booth at the 2013 Hurricane Expo located at the Central Florida Fairgrounds. More than 330 attendees visited the LYNX table at the event. As part of a collaborative inter-agency effort, Risk Management staffed the table and provided bus travel safety tips as well as additional information about the agency to attendees.

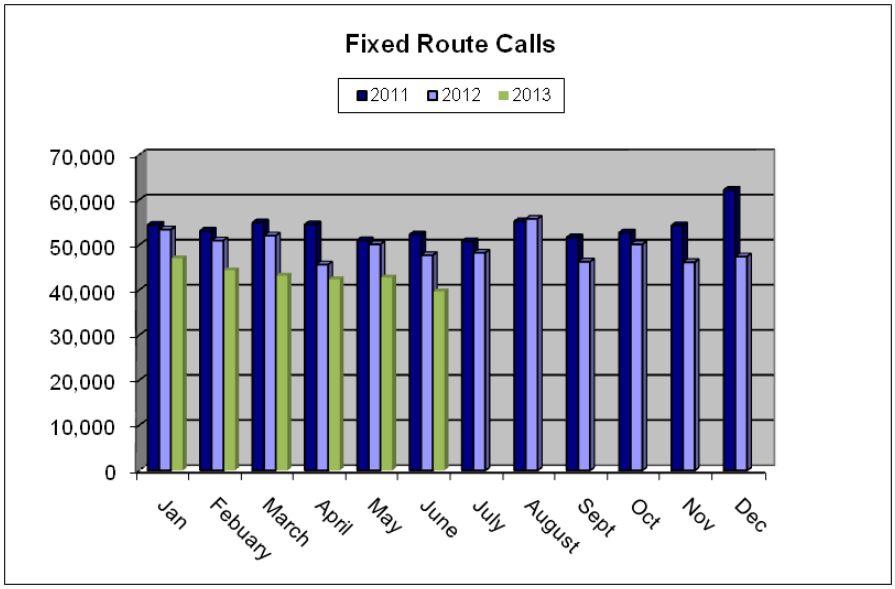
Flavors of Success

The LYNX Marketing Communications facilitated the June 14 “Flavors of Success” employee appreciation event. More than 150 employees participated in the interactive event. Attendees were encouraged to contribute to the LYNX “bowl of success” by filling out a "success scoop card" noting a recent LYNX achievement.

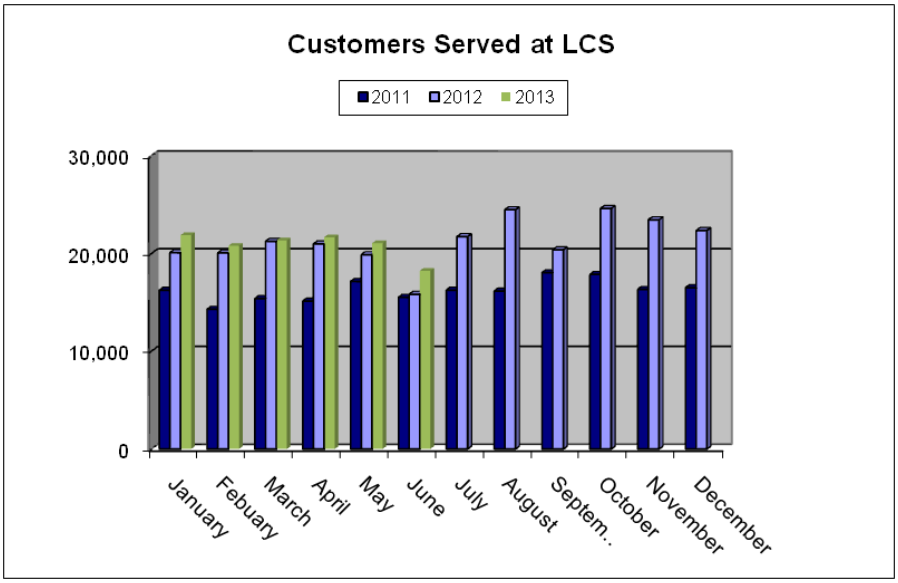
Tunes in the Terminal

LYNX will once again host its 2nd Annual Tunes in the Terminal Summer Concert Series beginning July 16. Free one hour concerts will be performed in the LYNX terminal lobby every Tuesday from July 16 through August 20.

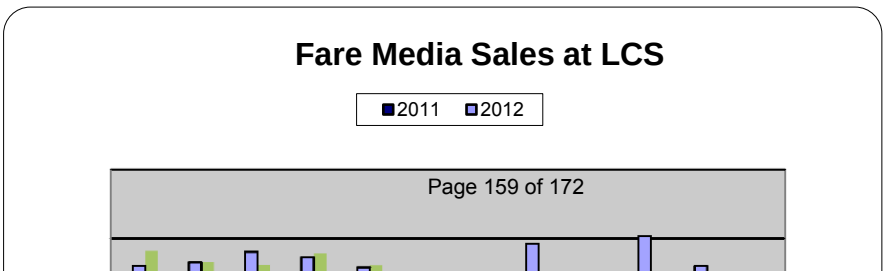
Customer Service



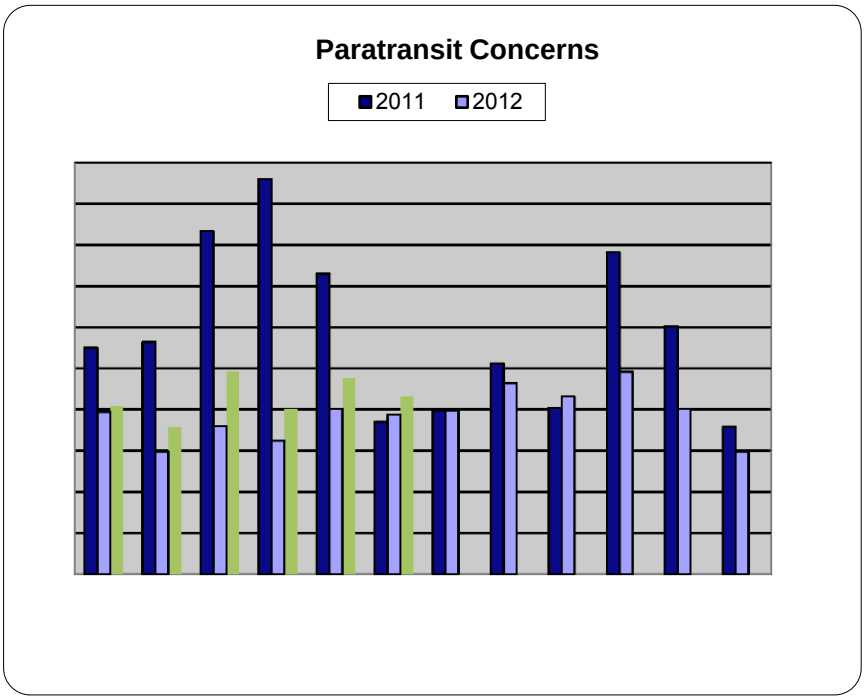
	2013	2012	2011
May	42,777	50,141	51,040
June	39,700	47,724	52,298



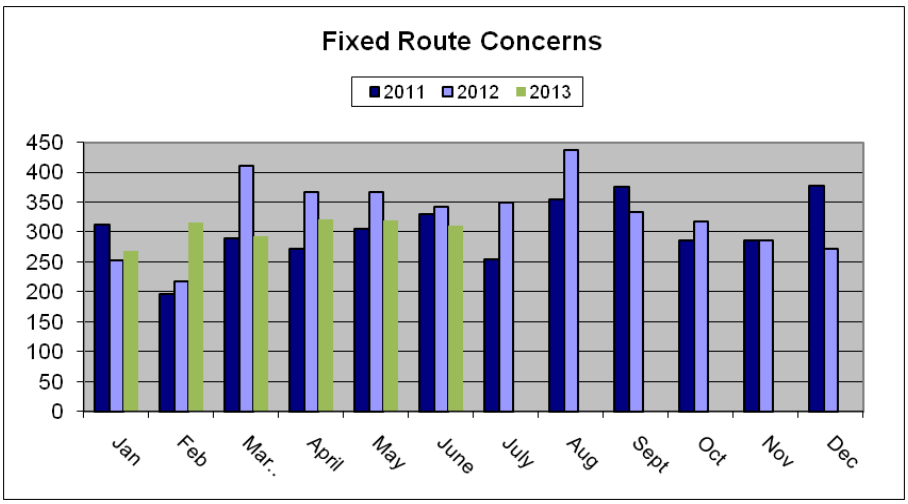
	2013	2012	2011
May	21,046	19,876	17,139
June	18,227	15,824	15,512



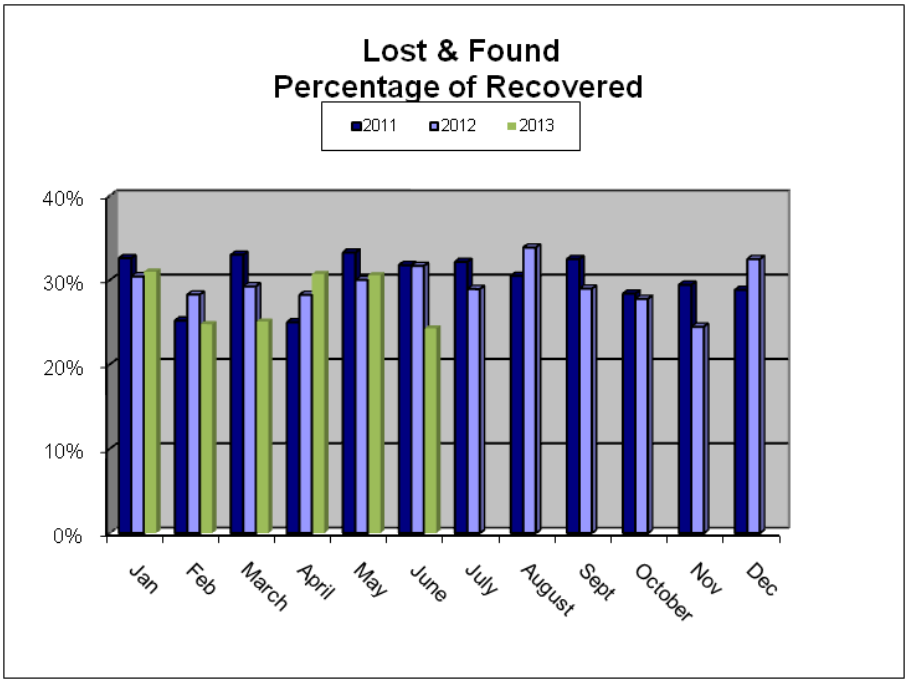
	2013	2012	2011
May	230,444	228,911	215,643
June	214,543	223,601	210,152



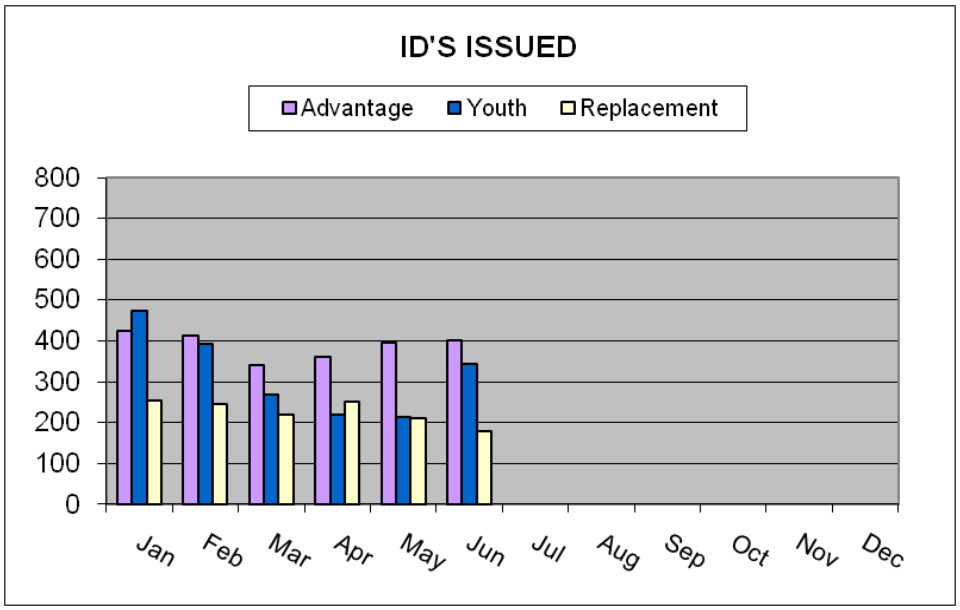
	2013	2012	2011
May	238	201	365
June	216	194	185



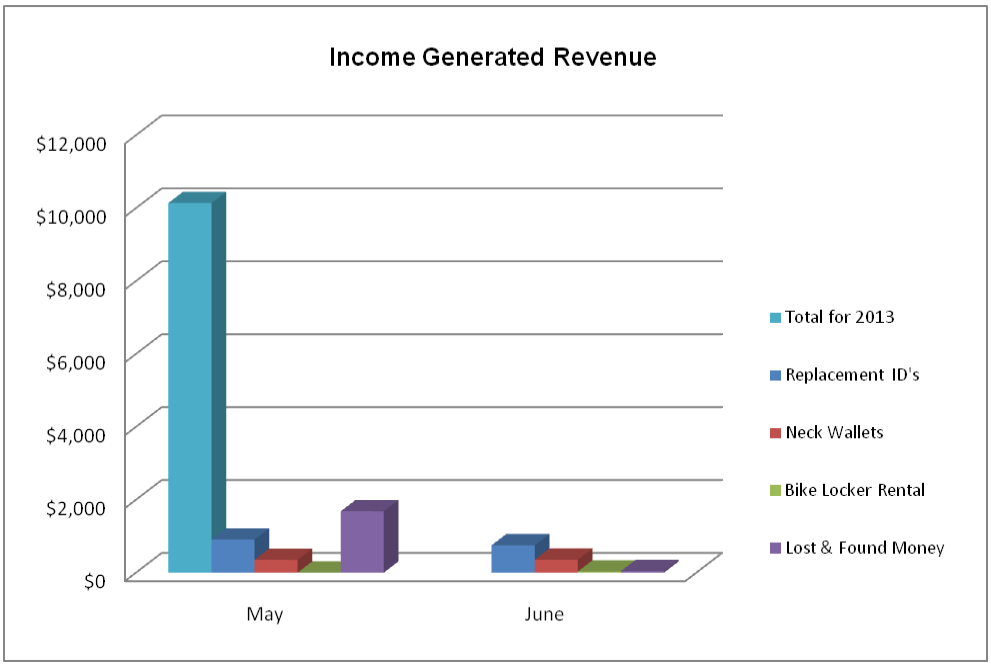
	2013	2012	2011
May	319	367	305
June	311	342	330



	2013	2012	2011
May	30.57%	30.02%	33.28%
June	24.26%	31.69%	31.78%



	2013	2012	2011
May	395	213	211
June	401	343	178



	Replacement ID's	Neck Wallets	Bike Lock Rentals	Lost & Found Money
May	907	350	0	1683
June	750	350	30	42

May – June 2013

Press Releases/Media Notes

May 20…Memorial Day holiday schedule.
May 29…Hurricane preparedness.
May 31…Current LYMMO shelter upgrade and closures.
June 06…Regular service with TS Andrea's arrival.
June 17…August service change proposal.
June 27…Tunes in the Terminal.
June 27…July 4 holiday schedule.

Stories

May 06…WESH-TV/Channel 2, WKMG-TV/Channel 6, WFTV-TV/Channel 9, Central Florida News 13 and Orlando Sentinel mention on hit from behind bus accident.
May 17…Orlando Sentinel mention in story on traffic study.
May 22…Orlando Sentinel story on FlexBus.
May 23…WFTV-TV/Channel 9 on ACCESS LYNX class-action suit.
May 30…Orlando Sentinel mention on new road for Lake Nona.
June 04…WESH-TV/Channel 2, Central Florida News 13 and Orlando Sentinel on accident at a stop with Metro Bench.
June 04…Orlando Sentinel on Meadow Woods route.
June 14…South Lake Press on Link 55 and 204 in Lake County.

Social Media

May 01…Service Alert
May 02…LYNX bus stop and Megatron
May 03…Team LYNX won second place Bike to Work Day
May 04…Tunes in the Terminal – musicians needed
May 05…Tunes in the Terminal
May 06 (10)…Bike to Work Day video
May 07…LYNX employees biked to work last Friday
May 08…Tunes in the Terminal – looking for musicians
May 09…Tunes in the terminal – looking for musicians
May 10…Favorite Link in Orlando
May 16…Golynx.com trip planner is down
May 17…Golynx.com trip is still down
May 20…Avoid soaring gas prices with Vanpool
May 20…Trip planner assistance while down.
May 20…Trip planner still down.
May 21…Tunes in the Terminal
May 21…Accessing fixed route service.
May 22…Trip planner working again.
May 22…Featured Public Service Bus winner
May 23…Throwback Thursday
May 24…Happy Friday Orlando
May 24…Route question.
May 25…Where do you think these paw prints are found

May 26…Answer to question: comfortable seats
May 27…Memorial Day weekend schedule
May 28…Tunes in the Terminal name that tune
May 29…Featured Public Service Bus winner
May 29…Hurricane preparedness.
May 30…Free LYMMO service runs downtown
May 31…Happy Friday Orlando
May 31…Current LYMMO shelter upgrade and closures.
June 01…Favorite road
June 02…Google maps
June 03…Universal links
June 04…Tunes in the Terminal name that tune
June 04 (2)…Gas main break detour for Link 41.
June 05…Featured Public Service Bus Winner
June 06…Take a look back at free LYMMO service
June 06 (3)…TS Andrea's preparation.
June 07…Happy Friday Orlando
June 08…Buy passes at these locations
June 09…LYNX expanding LYMMO
June 10…Disney World links
June 11…Tunes in the terminal name that tune
June 11…Thanking our 1,200 follower.
June 12…Featured Public Service Bus Winner
June 12…Response to schedule book.
June 12…Trip planning response.
June 13…Look back at LYMMO
June 14…TGIF
June 15…LYNX Central Station photo
June 16…Featured Public Service Bus winner
June 17…Tunes in the Terminal cover photo
June 17…August service change proposal
June 18…Tunes in the Terminal name that tune
June 19…Featured Public Service Bus winner
June 20…Dump the pump
June 21…Happy Friday!
June 22…Tunes in the Terminal
June 25…Tunes in the Terminal
June 26…Featured Public Service Bus winner
June 27…LYMMO
June 27…Tunes in the Terminal.
June 27…July 4 holiday schedule.
June 28…Happy Friday!
June 28…Response to Link 204 service.
June 28…Response to LYMMO question.
June 28…New LCS Terminal map for August service changes.
June 29…Tunes in the Terminal

Monthly Report G: Government Relations Report

To: **LYNX Board of Directors**

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

Phone: **407.841.2279 ext: 6064**

Item Name: **Government Relations Report**

Date: **7/25/2013**

New U.S. Department of Transportation Secretary:

On June 27, the Senate unanimously confirmed Charlotte Mayor Anthony Foxx to be the new Secretary of Transportation by a vote of 100-0. Secretary Foxx was sworn in on July 2nd as the 17th Secretary of Transportation. He replaces outgoing Secretary Ray LaHood.

Secretary Foxx stated today that he plans to focus on three key areas: ensuring the safety of America's transportation system; improving the efficiency and performance of our existing transportation system; and improving our future transportation system through innovation and creativity.

FY2014 Appropriations:

In June, the House and Senate continued to make progress on the FY2014 appropriations bills. As reported before, there are twelve individual appropriations bills that combined make up the federal budget. To date, the House Appropriations Committee has approved half of the bills – Agriculture, Energy and Water, Military Construction-VA, Transportation-HUD, Defense and Homeland Security. In early June, the full House passed the Military Construction-VA and Homeland Security bills. The House may also take up the Defense bill in July.

In June, the Senate Appropriations Committee approved four bills – Agriculture, Energy and Water, Military Construction-VA and Transportation-HUD. The House and Senate are currently out of session for the July 4th recess. When they reconvene, they will continue marking up bills. The Senate Appropriations Committee is expected to mark up the Labor-Health and Human Services-Education bill and the Legislative Branch bills the week of July 8.

While the Appropriations Committees are making progress on the FY2014 bills, reaching an agreement on final bills late in the year may be very difficult. There is a huge difference between the spending levels allocated for the appropriations bills between the House and the

Senate. The Senate is writing its bills with a spending cap of $1.058 trillion on all the federal discretionary programs. The House is writing its bills with a cap of $967 billion. The difference is $91 billion.

To complicate matters, the House provided small funding increases in the Homeland Security, Military Con-VA, and Defense bills. Therefore, in order to keep under the spending caps, the other 9 appropriation bills will need to be cut or at least flat funded. For instance, the Labor-HHS-Education bill will likely receive an 18 percent cut and Interior will be cut by 14 percent, while the Agriculture (7% cut) and Commerce-Justice-Science bills will receive nearly level funding or smaller cuts. The significantly different funding levels of the House bills will make reconciling with the Senate bills more difficult at the end of the year. Congress may resort to their old ways and pass another year-long Continuing Resolution for some or all of the bills if the differences cannot be resolved.

FY2014 Transportation-HUD Appropriations Bill:

The House and Senate Appropriations Committee have completed the FY2014 Transportation-HUD bill. The two bills contain a number of significant differences, which we have highlighted below.

On June 27, the Senate Committee on Appropriations approved the FY2014 Transportation, Housing and Urban Development (THUD) bill by a vote of 22-8. The bill will now be referred to the full Senate for consideration.

The House Appropriations Committee also approved its version of the FY2014 THUD bill on June 27, by a vote of 28-20. It will be referred to the full House for consideration.

Overall, the House bill provides $44.1 billion in funding for the Department of Transportation, Department of Housing and Urban Development, and related agencies. This is $7.7 billion below the FY2013 level and $13.9 billion below the President's FY2014 budget request. It is also nearly $10 billion less than the Senate FY2014 THUD bill, which provides $54 billion for transportation and housing programs.

The Senate bill provides $18.6 billion for the Department of Transportation, which is $3.3 billion more than the House bill, which provides $15.3 billion for the department. For transit specifically, the House bill provides nearly $2 billion for the Federal Transit Administration (FTA), while the Senate provides $2.18 billion, which is slightly below the FY2013 enacted level of $2.25 billion.

Federal Transit Administration (FTA) Formula and Bus Grants: The House and Senate bills provide the full MAP-21 amount of $8.595 billion for transit formula programs. This amount is 1.6 percent above the FY2013 level and 2.8 percent above the FY2012 level.

FTA Capital Investment Grants: The House bill provides $1.816 billion ($91 million below the MAP-21 authorized level of $1.907 billion and $165 million below the President's budget request of $1.981 billion) for New Starts. The Senate bill provides $1.943 billion for the New

Starts program, which is $127 million more than the House. According to the Senate Appropriations Committee, this amount, when combined with other resources, will fund all of the projects included in the President's budget request.

SunRail: The President's FY2014 budget request included $4,195,000 for the Central Florida Commuter Rail – *Initial Operating Segment*. Both the House and Senate bill include funding for this part of the project. This is the final amount due under the original Full Funding Grant Agreement (FFGA) for the first phase of the project.

The next part of the project is "SunRail Phase II South". The total cost of Phase 2 is $185 million – 50 percent from state and locals ($92.5 million) and 50 percent from New Starts ($92.5 million). FDOT and FTA anticipate reaching a Full Funding Grant Agreement (FFGA) in late 2013. The project is included in the USDOT's Annual Report on Funding Recommendations for the FY2014 Capital Investment Grant Program. But, the President did not include the project in the FY2014 budget request. However, once they reach a FFGA later this year, the expectation would be that funding for the project would be included in the FY2015 budget request. We will continue to provide LYNX with updates on the status of the FFGA for next phase.

Research and Human Resources Activities: The House bill provides $30 million overall for these accounts. Under MAP-21, FTA's research related activities were divided into four different accounts: Research, Development, Demonstration and Deployment Program ($20 million); Transit Cooperative Research ($4 million); Technical Assistance & Standards Development ($4 million); and Human Resources and Training ($2 million). This is below the comparable FY2013 level of $44 million. The Senate bill provides a total amount of $55.3 million for transit research programs.

TIGER Grants: The House bill provides no funding for the TIGER grant program in FY2014. The House bill also rescinds $237 million in FY2013 funds. The President's budget requested $500 million for the program in FY2014.

During the House markup, a Democratic amendment was offered to restore funding for the TIGER grant program to $500 million and to eliminate the $237 million rescission of FY2013 TIGER funding. However, the amendment did not have any offsetting cuts to pay for it and it was defeated on a party line vote of 21 to 27.

The Senate bill, however, provides $550 million for another round of TIGER grants. Of this amount, no less than 20 percent of the funding ($110 million) will be available for rural projects. The funding level included in the bill is $51 million above the FY2013 enacted level, which equaled $499 million.

FY2014 Homeland Security Appropriations Bill:

On June 6, the House passed the Homeland Security Appropriations bill on a mostly party-line vote of 245-182. The House bill provides $38.9 billion for the Department of Homeland

Security. This is about $1.2 billion above FY2013, but $35 million below the President's budget request for FY2014.

FEMA State and Local Programs: The House bill provides $1.5 billion for FEMA State and Local Programs, which includes Transit Security Grants. This amount is $623.2 million below the President's budget request, but $35.4 million above FY2013. As usual, the House bill does not provide specific funding amounts for most of the grant programs. Under the House bill, the Secretary of Homeland Security would have the discretion to distribute the funding among the various State and Local grant programs according to "threat, vulnerability, and consequence".

However, during the House floor debate an amendment was adopted that specifically provides $97.5 million for Transit Security Grants rather than leaving the funding level up to the discretion of the DHS Secretary. This amount is the same as the FY2013 level.

National Preparedness Grant Program (NGPG): The House bill again rejects the Administration's proposal to consolidate the various homeland security grant programs, including Transit Security Grants, into one program– the National Preparedness Grant Program. The Administration has been requesting funding for the NGPG for the last few years. The House Appropriations Committee denied the proposal again because Congress has not authorized a new grant program, and DHS has not provided Congress with the necessary details required to start a new one.

The Senate Appropriations Committee has not announced when it plans to mark up the FY2014 Homeland Security Appropriations bill.

Monthly Report H: Employee Travel Report

To: **LYNX Board of Directors**

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

Phone: **407.841.2279 ext: 6017**

Item Name: **Monthly Employee Travel Report - July 2013**

Date: **7/25/2013**

EMPLOYEE / DEPARTMENT	DESTINATION	PURPOSE	DEPARTURE AND RETURN DATES	TOTAL ESTIMATED AGENCY COST	AGENCY COST
Mira Bourova Planning	San Diego, CA	To attend the 2013 ESRI International Users Group Conference presentation of LYNX' GIS Strategic Plan and training for Arc GIS Server Software	07/06/2013 - 07/13/2013	2,393	2,393
John Lewis Executive	Jacksonville, FL	To attend Conference of Minority Transportation Officials (COMTO) National Meeting & Training Conference as Board Member and Chairman	07/13/2013- 07/16/2013	758	758
Valentin Tarrats Operations	Hayward, CA	To attend Bus Inspection meeting for training purposes with Gillig	07/14/2013- 07/17/2013	1,104	1,104
Chris Balroop Operations	Hayward, CA	To attend Bus Inspection meeting for training purposes with Gillig	07/14/2013- 07/17/2013	1,104	1,104
Keith Tillet Operations	Hayward, CA	To attend Bus Inspection meeting for training purposes with Gillig	07/14/2013- 07/17/2013	1,104	1,104
David Burnett Operations	Hayward, CA	To attend Bus Inspection meeting for training purposes with Gillig	07/14/2013- 07/17/2013	1,254	1,254

EMPLOYEE / DEPARTMENT	DESTINATION	PURPOSE	DEPARTURE AND RETURN DATES	TOTAL ESTIMATED AGENCY COST	AGENCY COST
Ola Adelekan Planning	Tallahassee, FL	To attend National Transit Database Collection and Training Seminar	07/16/2013	288	0
Mark Ninah Finance	Tallahassee, FL	To attend National Transit Database Collection and Reporting Seminar	07/16/2013-07/19/2013	740	740
Reinaldo Quinones Operations	Tallahassee, FL	To attend National Transit Database Collection and Reporting Seminar	07/16/2013-07/19/2013	401	401
John Lewis Executive	Denver, CO	To attend Leadership APTA (American Public Transportation Association) as Board Member and Chairman	07/18/2013-07/20/2013	1,064	1,064
James McLawhorn Govt. Affairs	Miami, FL	To attend Floridians for Better Transportation Annual Meeting	07/24/2013-07/26/2013	561	561
TOTAL ESTIMATED COSTS and AGENCY COSTS				**10,771**	**10,483**

Monthly Report I: Employee Travel Report

To: **LYNX Board of Directors**

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

Phone: **407.841.2279 ext: 6017**

Item Name: **Monthly Employee Travel Report - June 2013**

Date: **7/25/2013**

EMPLOYEE / DEPARTMENT	DESTINATION	PURPOSE	DEPARTURE AND RETURN DATES	TOTAL ESTIMATED AGENCY COST	AGENCY COST
John Lewis Executive	Riviera Beach, FL	To attend the Florida Transportation Commission and present the FY2012 Transportation Authority Monitoring and Oversight Report	05/09/2013	196	196
Bill Hearndon Operations	Green Cove Springs, FL	To attend the quarterly business meeting of the Florida Commission for the Transportation Disadvantaged.	05/21/2013	0	0
Bill Hearndon Operations	Tavares, FL	To attend the initial selection committee meeting for the Lake County Transportation Operator Request For Proposal (RFP)	05/24/2013	0	0
Myles O Keefe Planning	Albuquerque, NM	To attend the 2013 CTAA Expo workshops	06/04/2013-06/07/2013	1,730	1,730
Jeff Reine Engineering	Cocoa, FL	To attend the Space Coast Energy Symposium on clean energy	06/05/2013-06/06/2013	75	75
Stephen Berry Human Resources	Tampa, FL	To attend 2013 CUTR Professional Development Workshop	06/17/2013 - 06/19/2013	0	0
Amy Peters Planning	Tampa, FL	To attend 2013 CUTR Professional Development Workshop	06/18/2013 - 06/19/2013	177	177

EMPLOYEE / DEPARTMENT	DESTINATION	PURPOSE	DEPARTURE AND RETURN DATES	TOTAL ESTIMATED AGENCY COST	AGENCY COST
Ed Flynn Operations	Tampa, FL	To attend 2013 CUTR Professional Development Workshop	06/18/2013 - 06/19/2013	217	217
Bill Hearndon Operations	Tampa, FL	To attend 2013 CUTR Professional Development Workshop	06/18/2013 - 06/19/2013	149	149
Myles O Keefe Planning	Tampa, FL	To attend 2013 CUTR Professional Development Workshop	06/19/2013	12	12
Steven Walczak Operations	Titusville, FL	To attend Explosives Effects Demonstration with Brevard County Sheriff Bomb Squad & TSA	06/20/2013	45	45
Patti Bryant Finance	Boca Raton, FL	To attend the FGFOA Annual Conference to keep abreast of changes in accounting and financial reporting for government entities	06/23/2013 - 06/26/2013	1,265	1,265
Pedro Bustamante Finance	Boca Raton, FL	To attend the FGFOA Annual Conference to keep abreast of changes in accounting and financial reporting for government entities	06/23/2013 - 06/26/2013	1,270	1,270
Blanche Sherman Finance	Boca Raton, FL	To attend the FGFOA Annual Conference to keep abreast of changes in accounting and financial reporting for government entities	06/23/2013 - 06/26/2013	1,243	1,243
TOTAL ESTIMATED COSTS and AGENCY COSTS				**6,379**	**6,379**

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